



TOWN OF
NEWMARKET
NEW HAMPSHIRE

Conservation Commission

December 12, 2024, at 7:00 PM

Town Hall Auditorium

AGENDA

- **Pledge of Allegiance**
- **Roll Call**
- **Public Comment**
- **Approve Meeting Minutes: June 13, 2024, Nov 14, 2024**
- **Financial Summary**
- **Committee/Board Reports**
 - **Town Council**
 - **Planning Board/Planning Dept.**
 - **Riverfront Advisory Committee/Schanda Park**
 - **Energy & Environment**
 - **School Liaison**
 - **300th Celebration**
- **Discussion: NH Plan Riverfront Charette: Schanda Park and Heron Point Sanctuary**
- **Easement Monitoring**
- **Land Conservation**
 - **Rosa**
 - **Mitchell**
- **Projects**
 - **Prime wetlands mapping**
 - **Heron Point Sanctuary: boundary survey**
 - **Wiggin Farm: boardwalk replacement**
 - **Ash Swamp Road turtle crossing/aquatic passage**
- **Events, Outreach, and Education**
 - **UNH Capstone Project: Community Guide on Vernal Pool Mapping and Salamander Crossing Brigades**
 - **TurtleFest 2025 – May 10th**
 - **Rain barrels**
 - **Newmarket Library: CC display**
- **Adjourn**

Newmarket Conservation Commission -- Conservation Fund FY25					
MONTHLY FINANCIAL SUMMARY - 4 December 2024					
Items (date of motion)	Date of CC Approval -- Discussion	Date of Debit, Revenue, or Balance	Conservation Commission Fund	Richard Schanda Fund	TOTAL
		8/12/24	\$138,803.66	\$4,621.11	\$143,424.77
		10/3/24	\$135,147.32	\$4,621.11	\$139,768.43
		11/7/24	\$134,466.28	\$4,621.11	\$139,087.39
CREDITS					
Interest		7/31/24	\$213.70		
Interest		8/31/24	\$368.87		
Interest		9/30/24	\$365.28		
Interest		10/31/24	\$363.87		
Interest		11/30/24	\$317.27		
Land Use Change Tax (LUCT)					
Other Contributions					
LRAC Old Lee Trail grant - first payment		7/16/24	\$2,800.00		
LRAC Old Lee Trail grant - second payment		10/8/24	\$1,035.92		
LRAC Wiggin Farm - first payment		10/11/24	\$3,750.00		
DEBITS THIS FISCAL YEAR					
Portsmouth Sign -- Old Lee Trail sign printing (LRAC grant)	6/13/24	8/19/24	\$50.00		
Cathy Arakelian -- Old Lee sign graphics (LRAC grant)	6/13/24	9/17/24	\$150.00		
Martin Forestry Old Lee Trail work (LRAC grant)	6/13/24	9/18/24	\$1,500.00		
Martin Forestry Old Lee Trail work (LRAC grant)	6/13/24	9/23/24	\$2,135.92		
PR-L replacement rails	9/12/24	9/18/24	\$235.70		
Heron Point Sanctuary - partial boundary survey Stakes&Stones	9/12/24	10/10/24	\$1,500.00		
Wiggin Farm boardwalk-- wetlands permit West Environ	5/8/24	10/16/24	\$1,148.10		
Wiggin Farm boardwalk -- Martin Forestry down payment	11/14/24	11/21/24	\$3,500.00		
APPROVED TO BE SPENT					

Newmarket Conservation Commission -- Conservation Fund FY25					
MONTHLY FINANCIAL SUMMARY - 4 December 2024					
Items (date of motion)	Date of CC Approval -- Discussion	Date of Debit, Revenue, or Balance	Conservation Commission Fund	Richard Schanda Fund	TOTAL
Mitchell land acquisition -- approx based on Bond Balance for a total of \$100,000	6/13/24		\$13,000.00		
Heron Point Sanctuary - partial boundary survey - balance	9/12/24		\$2,700.00		
PR-L easement monitoring - SELT (seek LCHIP reimbursement)	9/12/24		\$500.00		
and GBRPP grants, \$7,500 and \$3,520.00, respectively- \$11,020)	11/14/24		\$7,000 balance		
John Herman -- Turtlefest t-shirt design	11/14/24		\$300.00		
NEW REQUESTS					

Newmarket Conservation Commission Funds						
FY25		General Fund: 014611				
General Fund Budget 4 December 2024		\$5,343.00				
	Date of motion or debit	Part-Time Salary	Contracted	Dues/ Subscriptions	General Supplies	Postage
BUDGETED		\$3,643.00	\$1,000.00	\$500.00	\$200.00	\$0.00
EXPENDED		\$958.53	\$0.00	\$450.00	\$0.00	\$0.00
BALANCE		\$2,684.47	\$1,000.00	\$50.00	\$200.00	\$0.00
General Fund total balance		\$3,934.47				
DEBITS THIS FISCAL YEAR						
Part-time salaries - minute taking	7/11/24	\$126.29				
Part-time salaries - minute taking	7/25/24	\$42.10				
Part-time salaries - minute taking - correction	7/1/24	-\$14.03				
Part-time salaries - minute taking	8/22/24	\$37.42				
Part-time salaries - minute taking	9/5/24	\$103.43				
Part-time salaries - minute taking	9/19/24	\$174.30				
Part-time salaries - minute taking	10/17/24	\$358.29				
Part-time salaries - minute taking	11/14/24	\$130.73				
NHACC annual dues	11/14/24			\$450.00		
APPROVED -- TO BE PAID						
SELT easement monitoring	7/11/24		\$1,000.00			
NEW REQUESTS						

B3193 P1697

THIS IS A NON-TAXABLE TRANSFER PURSUANT TO RSA 78B:2 A NON-
CONTRACTUAL TRANSFER TO A MUNICIPALITY

DEED AND CONSERVATION RESTRICTION

Mark Klein and Leslie Parker, 8 Bay Road, Newmarket, New Hampshire, (hereinafter sometimes referred to as the "Grantor" which word, unless the context clearly indicates otherwise, includes the Grantor's successors and/or assigns), for consideration paid, grants to the Town of Newmarket, with a mailing address of 186 Main Street, Newmarket, New Hampshire 03857, acting through its Conservation Commission, pursuant to New Hampshire RSA 36-A:4, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with QUITCLAIM covenants, in perpetuity, the following described property subject to the Conservation Restriction described herein on land in the Town of Newmarket, County of Rockingham, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 exclusively for conservation purposes, namely:

1. To assure that the Property (as hereinafter defined) will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve open spaces, for the enjoyment of the general public, and for the education of the local community and specifically the youth of the Town of Newmarket, and consistent with the clearly delineated Town of Newmarket conservation policy, and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith.

All consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") situated in the Town of Newmarket, County of Rockingham, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The Property is not subject to homestead interests.

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

1. USE LIMITATIONS

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

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety, and only subject to the restrictions set forth in this Section 1 hereof.

C. No dwelling, tennis court, athletic fields, swimming pool, marina, boat launch, aircraft landing strip, tower, mobile home or other structures or improvements of any kind shall be constructed, placed or introduced onto the Property except for an ancillary structure such as one storage shed, which only may be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site conservation uses and only so long as they are not detrimental to the purposes of this Conservation Restriction. The Property shall be limited to the use of one dock.

D. Except for parking in designated areas, there shall be no parking or vehicular traffic on the Property which shall be restricted to foot traffic only.

E. There shall be no camping, camp fires or overnight use of the Property.

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

i. Are commonly necessary in the accomplishment of the forestry, conservation, or habitat management uses of the Property; and

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

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

G. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand, top soil or other similar materials on the Property.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

H. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

I. The Property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision approval or land use regulation process or in calculating allowable unit density.

J. There shall be no hunting or trapping on the Property.

2. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantee agrees to notify the Grantor in writing within 10 days after the transfer of title of the Property, and any transfer shall be subject to this Restriction in Perpetuity.

3. BENEFITS AND BURDENS

A. The burden of the Restriction on the Property conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Restriction 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 or the U.S. Government or any subdivision of either of them consistently with Section 170(a)(1) of the U.S. Internal Revenue Code, as amended, which government unit 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.

4. SEVERABILITY

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

5. EXECUTORY INTEREST

A. If the Grantee ceases to enforce the Restriction conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice requesting such enforcement delivered by hand or by certified mail, return receipt requested, then the Society for the Protection of New Hampshire Forests or any similar non-profit organization organized for conservation purposes, shall have the right to petition the court to assume and exercise the authority and responsibilities of the Grantee under this Conservation Restriction.

B. Upon court approval to exercise the aforesaid rights, the Society for the Protection of New Hampshire Forests or other such organization must notify the Grantee by certified mail that such rights are being assumed and notice of the court order shall be recorded at the Rockingham County Registry of Deeds.

The Grantee has reviewed this Deed and Conservation Restriction and, finding it consistent with its conservation policies, agrees by accepting and recording this Deed and Conservation Restriction 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 Restriction is delivered.

B3193 P1700

IN WITNESS WHEREOF, this Deed is executed this 30 day of December, 1996.

Mark Klein
Mark Klein

Leslie Parker
Leslie Parker

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

Personally appeared the above-named Mark Klein, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged the same to be his free act and deed.

Before me,

Dorise A. Kouch
Notary Public

My Commission Expires: 3/31/98

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

Personally appeared the above-named Leslie Parker, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged the same to be her free act and deed.

Before me,

Dorise A. Kouch
Notary Public

My Commission Expires: 3/31/98

ACCEPTED: TOWN OF NEWMARKET

By the Town Council

Date: _____

B3193 P1701

IN WITNESS WHEREOF, this Deed is executed this ____ day of _____,
1996.

Mark Klein

Leslie Parker

STATE OF NEW HAMPSHIRE
COUNTY OF _____

Personally appeared the above-named Mark Klein, known to me or satisfactorily proven
to be the person described in the foregoing instrument, and acknowledged the same to be his free
act and deed.

Before me,

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF _____

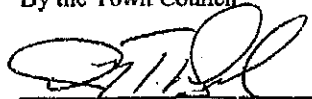
Personally appeared the above-named Leslie Parker, known to me or satisfactorily proven
to be the person described in the foregoing instrument, and acknowledged the same to be her free
act and deed.

Before me,

Notary Public
My Commission Expires:

ACCEPTED: TOWN OF NEWMARKET

By the Town Council



Jay Dugal, Chairman

Date: 12-29-96

B3193 P1702

APPENDIX A

IN THE TOWN OF NEWMARKET, N.H.
A certain tract or parcel of land, as shown on a plan entitled, "Revised Final Plan Heron Point Subdivision, Newmarket, N.H." dated July 13, 1989, by Robert W. McCrone recorded as Plan D-19531, at the Rockingham County Registry of Deeds, bounded and described as follows:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, and Lot 33, as shown on said plan.

Also conveyed is Heron Point Road, as shown on said plan. And conveying Lot #34 as modified by a plan entitled "Boundary Line Adjustment for Leslie Ingmar Parker and Mark P. Klein, Bay Road, Newmarket N.H." by Doucet Survey Inc. dated November 25, 1996 and recorded at the Rockingham County Registry of Deeds.

Subject to all easements and restrictions of record. Provided, however, the Grantors herein terminate the easement or right of way benefitting the property described herein which allowed for a right of way across other abutting land of grantor for access to the Premises from Bay Road. By the conveyance herein such right of way is terminated.

Meaning and intending to describe and convey the premises conveyed to the Grantor, subject to the boundary adjustment, by deed of the Heron Point Limited Partnership dated September 29, 1995 and recorded at Rockingham County Registry of Deeds at Book 3121, Page 391.

THIS IS NOT HOMESTEAD PREMISES OF THE GRANTOR.

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2013 JUL 29 PM 2:15

ROCKINGHAM COUNTY
REGISTRY OF DEEDS**ACCESS EASEMENTS DEED**

KNOW ALL PERSONS BY THESE PRESENTS THAT KARL W. WAJDA, married, AND CATHLEEN A. ZOCCHI, married, Trustees of the Wajda Family Real Estate Trust, u/d/t dated June 25, 2010 of 15 Jacob Lane, Lee, New Hampshire, 03861

For consideration paid, grant to the **TOWN OF NEWMARKET**, a New Hampshire municipal corporation with a mailing address of 186 Main Street, Newmarket, New Hampshire, 03857, an Access Easement, over certain land owned by the Grantors and to allow use of Meadow Drive, as specified herein:

1. Access Easement.

A Thirty (30) foot-wide Access Easement over land owned by the Grantors, located in the Town of Newmarket, County of Rockingham, being that shown on shown on a plan entitled "Lot Line Revision Between The Wajda Family Real Estate Trust and the Town of Newmarket" prepared by Doucet Survey, Inc. dated April 24, 2013, to be recorded herewith in the Rockingham County Registry of Deeds. Said Access Easement shall be for the purpose of maintaining and improving an 18 foot wide driveway as shown on said Plan to provide access to the Heron Point Sanctuary, as shown on said Plan.

The Grantors expressly retain the right to maintain, repair or replace their utility service or other lines across said driveway and in said Access Easement Area. In the event that the Grantee's driveway damages the Grantors' utility service lines or other property, the Grantee shall be responsible for the costs to repair the same. In the event that Grantors damage the Grantee's driveway, the Grantors shall be responsible for the costs to repair the same.

2. Meadow Drive Access Easement.

A Meadow Drive Access Easement over Meadow Drive, a private road owned by the Grantors, located in the Town of Newmarket, County of Rockingham, being that shown in part on a plan entitled "Lot Line Revision Between The Wajda Family Real Estate Trust and the Town of Newmarket" prepared by Doucet Survey, Inc. dated April 24, 2013, to be recorded herewith in the Rockingham County Registry of Deeds. Said Meadow Drive Access Easement shall be for the purpose of allowing public travel to the Grantee's property and Access easement, described above, by means of Meadow Drive. Public access shall be permitted during daylight hours (sunrise to sunset). Public access by means of this Meadow Drive Access Easement shall not interfere with residents of Meadow Drive.

Meaning and intending to grant an Access Easement and a Meadow Drive Access Easement over a portion of land, as described herein, conveyed to the within Grantors by deed of Cathleen A. Zocchi as Trustee of the Sandra A. Wajda Revocable Trust - 1991, and as Trustee of the Walter M. Wajda Revocable Trust - 1991, which deed is dated September 20, 2010, recorded in Rockingham County Registry of Deeds, Book 5146, Page 1339.

This is not homestead property of the Grantors or their spouses.

This is a non-contractual transfer pursuant to NH RSA 78-B:2.

CERTIFICATE OF TRUSTEE AUTHORITY

The undersigned are the Trustees under the Wajda Family Real Estate Trust u/d/t dated June 25, 2010, and thereto have full and absolute power in said Declaration to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any Trust asset paid to the Trustees for a conveyance thereof.

Signed this 12 day of July, 2013.

Wajda Family Real Estate Trust

Karl W. Wajda, Trustee
Karl W. Wajda, Trustee

Cathleen A. Zocchi, Trustee
Cathleen A. Zocchi, Trustee

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY

Personally appeared this 12th day of July, 2013, Karl
M. Wajda and Cathleen A. Zocchi, Trustees of the Wajda Family Real Estate Trust u/d/t
dated June 25, 2010, who acknowledged that they executed the foregoing instrument as
their free act and deed for the purposes contained herein.

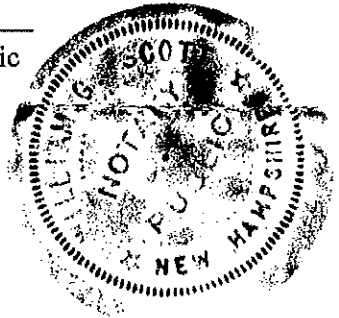
Before me,

William G. Scott

Notary Public

My commission expires:

WILLIAM G. SCOTT
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires July 14, 2015





	A	B	C	D	E	F	G	H	I
1	SCHANDA PARK - NEWMARKET								
2	TAX MAP	ADDRESS	SIZE	GRANTOR	DEED	DATE	PLAT	DATE	NOTES
3	Tax Map U3, Lot 5	12 Water Street	0.13 ac	Doucette to Newmarket	BK 2431 PG 393	12/29/1982	C-10736	4/22/82	Acquired with Land and Water Conservation Fund grant for public recreation
4									
5	Tax Map U3, Lot 6	10 Water Street	0.09 ac	Gallant Industries Inc to Newmarket	BK 2519 PG 436	11/5/1984	D-11795 C-10736	8/26/83	Parcel 1=4,014.2 sf Parcel 2=wheelway=1,428.8 Also LWCF?
6									
7	Tax Map U3, Lot 7	8 Water Street	0.13 ac	Gallant to Newmarket	BK 2518 PG 1332	11/1/1984	C-10736	4/22/82	Area 5,970.4 sf on plan Acquired with Land and Water Conservation Fund grant for public recreation
8									
9	Tax Map U3, Lot 13	End of Creighton St	0.23 ac	Gallant Industries Inc to Newmarket	BK 2428 PG 404	11/30/1982	C-10736	4/22/82	Area 8,847 sf on plan Acquired with Land and Water Conservation Fund grant for public recreation
10									
11	NOTE: 2005 Town Council Resolution conveyed stewardship of "Schanda Park" to the Conservation Commission								