



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

5B



February 1, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund (DWGTF) grant (PO# 1086166) to the Southeast Land Trust of New Hampshire (SELT), (VC#155425-B001), Epping NH, by extending the completion date to March 31, 2025, from March 31, 2024. No additional funding is involved in this amendment. The original grant was approved by Governor and Council on June 1, 2022, Item #89. 100% Drinking Water Groundwater Trust Fund.

**EXPLANATION**

We are requesting this extension to complete the closing on the protection of approximately 154 acres of wellhead protection lands for the Portsmouth Pease Tradeport community water supply. This time extension is requested to allow additional time needed for federal partner review. Extending the completion date to March 31, 2025 will allow SELT to continue to work with its federal partner to ensure all necessary federal and state requirements are met, and all required components have been incorporated into the final deed. To date, \$0 of the \$300,000 grant funds have been spent.

In the event these funds become no longer become available, general funds will not be requested to support this program. This amendment has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval.

Robert R. Scott  
Commissioner

Grant Agreement with the Southeast Land Trust of New Hampshire  
Drinking Water and Groundwater Trust Fund  
Source Water Protection Grant

Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 8 day of January, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Southeast Land Trust of New Hampshire acting by and through its Executive Director, Brian Hart (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 1, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from March 31, 2024 to March 31, 2025.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By   
Brian Hart, Executive Director

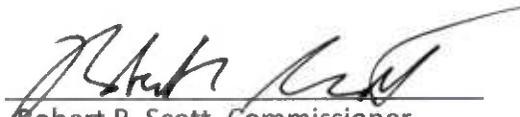
STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this 8<sup>th</sup> day of January, 2024, before me personally appeared **Brian Hart**, Executive Director of the Southeast Land Trust of New Hampshire, duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Beverly A Shadley  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 3/3/2026

  
Notary Public/Justice of the Peace  
My commission expires: 3/3/26

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:   
Robert R. Scott, Commissioner

Approved by Attorney General this 13<sup>th</sup> day of February, 2024 as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: 

**CERTIFICATE of AUTHORITY**

I, Brent Merriam, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

- 1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
- 2. The Southeast Land Trust of New Hampshire has agreed to accept Drinking Water and Groundwater Trust Fund grant funds and to enter into a contract with the NH Department of Environmental Services for the Smith-Portsmouth-Pease project in Greenland, NH;
- 3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Brian Hart  
 \_\_\_\_\_  
 Print (Officer Name)  
 Executive Director  
 \_\_\_\_\_  
 Print (Officer Title)

6. I have hereunto set my hand as the

Brent Merriam  
 \_\_\_\_\_  
 Sign (Certifying Officer Name)

Brent Merriam  
 \_\_\_\_\_  
 Print (Certifying Officer Name)

1/4/2024  
 \_\_\_\_\_  
 Date Signed:

President  
 \_\_\_\_\_  
 Print (Certifying Officer Title)

STATE OF NEW HAMPSHIRE  
 COUNTY OF ROCKINGHAM

On this the 4th day of January, before me Beverly Shadley  
 \_\_\_\_\_  
 Notary Public

Brent Merriam

the undersigned officer, personally appeared ~~Sam Reid~~ who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Beverly Shadley  
 \_\_\_\_\_  
 Notary Public Signature

Commission Expiration Date:  
 (Seal) 3/3/26

Beverly A Shadley  
 NOTARY PUBLIC  
 State of New Hampshire  
 My Commission Expires 3/3/2026

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64227

Certificate Number: 0006237526



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State





The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



April 11, 2022

APPROVED G & C  
DATE 1 June 2022  
ITEM # 89

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a grant to the Southeast Land Trust of New Hampshire (hereinafter "SELT"), (VC#155425-B001), Epping, NH, in the amount of \$300,000, to protect approximately 154 acres of wellhead protection lands for the Portsmouth Pease Tradeport community water supply, effective upon Governor and Council approval through March 31, 2024. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-444010-7428-073-500580	FY 2022
Dept Environmental Services, DWGW Trust, Grants Non-Federal	\$300,000

**EXPLANATION**

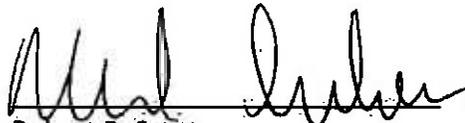
The Drinking Water and Groundwater Trust Fund (Trust Fund) was created in 2016, using \$276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

In November 2021, the Advisory Commission voted to authorize grants for eight drinking water source protection projects. SELT's request for \$300,000 was selected for grant funding from the Trust Fund. SELT will use the funds toward the purchase of a parcel in fee and acquisition of a conservation easement on approximately 154 acres of land in the wellhead protection area for the Portsmouth Pease Tradeport community water supply.

The total project cost for SELT towards the purchase and acquisition of conservation easements is \$5,136,000. The DWGTF will provide \$300,000 with \$4,836,000 in match provided by SELT. The purchase price of the property and value of conservation easements are based on a recent appraisal of fair market value.

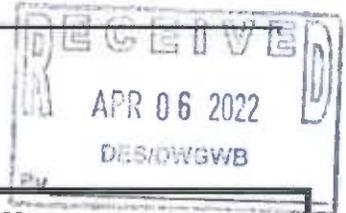
Exhibit A contains any special conditions. Exhibit B describes the scope of the grant. Exhibit C contains the grant amount and payment terms. Attachment A contains a map of the land, which shows the land's relationship to the water supply source being protected. The Attorney General's office has approved the agreement as to form and substance.

We respectfully request your approval.

For   
Robert R. Scott  
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
 Mutually agree as follows:  
 GENERAL PROVISIONS



1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Dr, Concord NH 03302-0095	
<b>1.3. Grantee Name</b> Southeast Land Trust of New Hampshire		<b>1.4. Grantee Address</b> 6 Center St, PO Box 675, Exeter NH 03833	
<b>1.5. Grantee Phone #</b> (603) 658-9718	<b>1.6. Account Number</b> 03-44-44-444010-7428-073	<b>1.7. Completion Date</b> 3/31/2024	<b>1.8. Grant Limitation</b> \$ 300,000
<b>1.9. Grant Officer for State Agency</b> Paul Susca (paul.a.susca@des.nh.gov)		<b>1.10. State Agency Telephone Number</b> (603) 271-7061	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Brian Hart, Executive Director, SELT	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> for Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 4/26/2022			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date

*BW*  
*3/11/22*

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

Date

BH  
3/31/22

EXHIBIT A

SPECIAL TERMS & CONDITIONS

This section is intentionally left blank.

Grantee Initials BN  
Date 3/31/22

EXHIBIT B

SCOPE OF SERVICES

Southeast Land Trust of New Hampshire (SELT)

SELT will use the grant, in addition to a variety of other funding sources, to acquire a conservation easement on an approximately 154-acre farm, a portion of which is located in an area that serves to protect wells that are owned by and serve Portsmouth as well as surrounding communities and Pease Trade Port. Southeast Land Trust of New Hampshire will hold the conservation easement. The parcel of land, designated on current Greenland Tax Map 22 as Lot 15 & Newington Tax Map 56, Lot 1, will be protected in perpetuity, as specified in the conservation easement deed, with water supply protection being one of the purposes of the conservation easement.

This Agreement consists of the following documents: Exhibits A, B and C, which are all incorporated herein by reference as if fully set forth herein.

Grantee Initials

Date

*GR*  
*2/25/22*

EXHIBIT C

METHOD OF PAYMENT

Southeast Land Trust of New Hampshire (SELT)

Payment in the amount of \$300,000.00 shall be made to Southeast land Trust of New Hampshire upon receipt of the following:

1. Survey of the parcel of land.
2. A copy of the appraisal as specified in Env-Dw 1002.22.
3. Title examination as specified in Env-Dw 1002.23.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation form, which indicates the current condition of the property.
6. Documentation to support the match of \$4,000,000+ provided by grantee.
7. The finalized conservation easement with restrictions to protect the water supply.

Grantee Initials QA  
Date 3/31/22

**CERTIFICATE of AUTHORITY**

I, Samuel Reid, President of the Southeast Land Trust of New Hampshire do hereby certify that:

- 1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
- 2. The Southeast Land Trust of New Hampshire has agreed to accept the New Hampshire Drinking Water & Groundwater Trust Fund's grant funds and to enter into a contract with the NH Department of Environmental Services for the Smith-Portsmouth-Pease project in Greenland, NH;
- 3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Brian Hart  
 Print (Officer Name)  
Executive Director  
 Print (Officer Title)

6. I have hereunto set my hand as the President of Southeast Land Trust of New Hampshire.

Samuel R. Reid, President  
 Sign (Certifying Officer Name)

Samuel Reid  
 Print (Certifying Officer Name)

April 1, 2022  
 Date Signed:

President  
 Print (Certifying Officer Title)

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this the 1st day of April, 2022, before me Kristi Maciejewski  
Notary Public

the undersigned officer, personally appeared Sam Reid who acknowledged him to be the President of the Southeast Land Trust of New Hampshire being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Kristi Maciejewski  
 Notary Public Signature



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64227

Certificate Number: 0005647956



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of January A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



DWG: TFLG 033

# Smith - Portsmouth Pease WHPAs

- Public Water Supply Wells
- Proposed project
- Wellhead Protection Areas
- Hydrography
- Town Boundaries
- Roads
- Conservation Lands

Total Acres = 153.71  
Eligible Acres = 22.93

The coverages presented are under constant revision as new sites or facilities are added. They may not contain all of the potential or existing sites or facilities. NHDES is not responsible for the use or interpretation of this information. Not intended for legal purposes.

0 1,400 2,800 5,600  
Feet

08/13/2021

