



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

106

October 16, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to Gosport Properties, LLC, Gonic, NH (VC# 515575-B001) in the amount of \$994,225 for the purpose of removing the Gonic Sawmill and Gonic Dam and restoring riparian and wetland functions on a portion of the Cocheco River in Rochester, NH, effective upon Governor & Council approval through December 1, 2031. 100% ARM Funds

Funding is available in the following account:

03-44-44-442010-38710000-073-500581

Dept Environmental Services, In-Lieu Wetland Mitigation, Grants Non-Federal

FY 2025

\$994,225

EXPLANATION

NHDES is requesting approval of an ARM grant to support the Gonic Dams Removal Project / Cocheco River Restoration Project (Project). The project will be funded with ARM funds in concert with an American Rescue Plan Act of 2021 (ARPA) grant awarded to the City of Rochester. The ARPA funding is being used for the preparation of final designs, sediment management plan, permitting, and implementation of the removal of the dams. ARM funds will be used for the removal the dams as well as post-construction monitoring. The construction project will be implemented by Gosport Properties LLC, who will hold all construction contracts and be responsible for the project. To the greatest extent possible, ARPA grant funds shall be fully disbursed for eligible tasks prior to other funding sources. Gosport Properties LLC will provide \$312,275 towards the project.

Both the Gonic Dam and the Gonic Sawmill Dam are structurally deficient and no longer serve their intended design purpose. The Gonic Dam is categorized as a significant hazard and is one of seven priority dams in the NH Nonpoint Source Management Plan and ranks high for watershed recovery potential. The Gonic Sawmill Dam is 1,000 feet downstream of the Gonic Dam and has approximately 4,000 cubic yards of contaminated sediment in its impoundment. A sudden release of this sediment could have detrimental impacts on downstream ecology and water users. Removal of these dams would eliminate this risk and would restore 27.7 miles of free-flowing river, leading to improved water quality, natural sediment transport/nutrient flow, and habitat connectivity. Both dams also have inadequate spillway capacity to safely pass flood flows, resulting in excess water being held back by the dams and thus creating a risk for failure. Dam removal will be designed to

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(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

restore natural flow regimes to increase resilience to extreme weather events and flooding. The project will result in improved hydrologic and ecological function, water quality, natural sediment transport/nutrient flow, flood resilience, shoreland stabilization, and habitat connectivity. ARM funds are contingent upon (1) removal of both the Gonic Sawmill and Gonic Dams, and (2) the recordation of a conservation interest instrument (i.e. declaration of covenants and conservation restrictions) as approved by NHDES, that prohibits the construction of future impoundments on the subject properties and protects, in perpetuity, the 100' riparian buffer along 1,500 linear feet of frontage (3.4 acres) between the two dams on the western bank of the river through a conservation instrument held by the City of Rochester. The ARM grant expiration date accommodates the five (5) year post construction monitoring period required to document success of the project and fully meet the program goals.

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable. The Aquatic Resource Mitigation (ARM) Fund Program provides sustainable compensatory mitigation option for applicants for unavoidable impacts to aquatic resources authorized by state and federal permit decisions. The ARM fund ensures that funds generated through in-Lieu Fee (ILF) mitigation payments for unavoidable impacts to wetlands, streams and other aquatic resources are used to fund projects that restore, enhance, establish and, in certain circumstances, preserve aquatic resources within the same watershed.

The Department issued the request for proposals for ARM Funds available in the Salmon Falls-Piscataqua River watershed (ARM Service Area #4) in February 2022. The Gonic Dam Removals & Cocheco River Restoration Project application was the only application received for the service area and on November 7, 2022, NHDES announced the decision to fund the project. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendation. Attachment A notes the ARM Site Selection Committee members involved in the decision.

In the event that other funds no longer become available, general funds will not be requested to support these programs. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

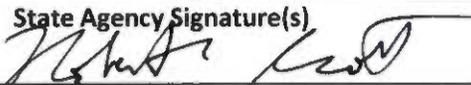


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

I. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Gosport Properties LLC		1.4. Grantee Address 73 Pickering Road Suite 203, Gonic, NH 03839	
1.5 Grantee Phone #	1.6. Account Number 03-44-44-442010- 38710000-073	1.7. Completion Date 12/1/2031	1.8. Grant Limitation \$994,225
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-4059	
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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Steven Dumont, Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 10/21/2024			
1.16. Approval by Governor and Council (if applicable) 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
8. (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 **PERSONNEL.**
- 8.2. 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.
- 8.3. 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.
9. 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.
- 9.1. **DATA: RETENTION OF DATA: ACCESS.**
- 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 OR 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
11. Grantee notice of such termination.
- 11.1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1.1 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"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement. 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 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
- 11.2.3 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 11.2.4 **TERMINATION.**
12. 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. 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.
- 12.1. 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.
- 12.2. 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. **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

- 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. 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.
- 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.
- 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.
- INSURANCE.
- 17.1.1 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:
- 17.1.2 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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 SWD
 Date 10-3-24

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Aquatic Resource Mitigation (ARM) funds are contingent upon (1) removal of both the Gonic Sawmill and Gonic Dams, and (2) the recordation of a conservation interest instrument (i.e. declaration of covenants and conservation restrictions) as approved by the department that prohibits the construction of future impoundments on the subject properties and protects, in perpetuity, the following area which is referred to hereinafter as the "Restoration Area":

Both the 100-foot wide area depicted on Attachment B entitled Gonic and Sawmill Dam Removal Project: Proposed Restoration Plan, dated September 27, 2024, prepared by Gomez & Sullivan Engineers, D.P.C. ("Restoration Plan") as "Proposed Declaration of Covenants and Conservation Restriction Area" ("Proposed Restriction Area") and the area between the Proposed Restriction Area and the ordinary high water mark of the Cocheco River as it exists after project completion, the boundary of which is estimated to be in the location labeled on the Restoration Plan as "APPROX. PROPOSED NHW/OHW (TYP)." The Restoration Area includes, but is not limited to, areas on property owned by Keeper Stripers Property LLC, located in City of Rochester, NH, County of Strafford, identified on tax records as Map 142 Lot 011.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Gonic Dam Removals- Cocheco River Restoration Project

B. Project Period:

Upon Governor & Council Approval through December 1, 2031

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$994,225. The New Hampshire Department of Environmental Services (NHDES) will not reimburse Gosport Properties, Inc (GRANTEE) for costs exceeding the amount specified in this paragraph.

The project will be funded with ARM funds in concert with American Rescue Plan Act of 2021 (ARPA) grant funds. The City of Rochester has agreed to administer ARPA funds on behalf of the Gonic Dam Removals- Cocheco River Restoration Project, including serving as fiscal agent for to the property owner, Gosport Properties, LLC, owner of the Gonic Dam, and Keeper Striper Properties, LLC, owner of the Gonic Sawmill Dam (collectively referred to as 'Gosport'), per a subagreement (dated February 22, 2023), as ARPA funding is only available to public entities. The ARPA funding will be used to support the preparation of final designs, sediment management plan, permitting, and implementation of the removal of these dams. A Consent Decree between Gosport and the Office of the New Hampshire Attorney General was issued by Strafford County Superior Court on August 15, 2024 that requires Gosport to remove the Gonic Dams by certain dates; provided that certain grants, including ARM and ARPA, are awarded to Gosport. The construction project will be implemented by Gosport, who will hold all construction contracts and be responsible for enacting the work. NHDES shall approve all deliverables to determine eligibility for reimbursement.

Grantee Initials SWJ
Date 10/24/24

D. Effective Date and Commencement of Work:

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 1, 2031. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:

The Gonic Dam Removals Project objective is to remove Gonic Dam (GD) and Gonic Sawmill Dam (GSD), two hazardous dam structures located on the Cocheco River in Rochester, NH that are at risk of failing. Both dams serve as a barrier to American eel and sea lamprey, interrupt the natural hydrologic regime and normal river sediment transport and impact water quality through the impoundment of contaminated sediment, including Polycyclic Aromatic Hydrocarbons (PAHs). The GD is categorized as a Significant Hazard Dam due to the predicted economic loss and potential loss of life if the dam were to fail. The GSD is considered a Low Hazard Dam due the fact that its potential failure does not pose a risk to loss of life; however, the dam's impoundment contains 4,000 cubic yards of contaminated sediment that are at risk of becoming mobilized. In addition, there is a sewer line, owned by the City of Rochester, that crosses through the bed of the GSD impoundment, which conveys 100,000 gallons of wastewater per day to the nearby wastewater treatment facility. An uncontrolled failure of the GSD could cause a sudden release of impounded contaminated sediments as well as imperil the scour protection of the sewer line, which in combination could have significant detrimental impacts on the downstream ecology and on water users that withdraw directly from the Cocheco River. This project will increase community resilience by eliminating the public safety and ecosystem risks associated with dam failure and by increasing the natural capacity of the River to retain and treat water in the floodplain and adjacent wetlands. The project will restore 27.7 miles of free-flowing river, leading to a natural hydrologic regime, restored geomorphic connectivity, improved water quality, natural sediment transport/nutrient flow, flood resilience, shoreland stabilization, and improved habitat. ARM funds will also be utilized to establish a conservation interest instrument to protect in perpetuity the 100' riparian buffer along 1,500 linear feet of frontage (3.4 acres) between the two dams on the western bank of the river through a conservation instrument held by the City of Rochester.

F. Scope of Work:

The GRANTEE agrees to complete the following tasks under this grant agreement with the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund Program. This jointly funded scope contains tasks, budget estimates, and deliverable details from both the ARM and ARPA agreements to clearly delineate which portions of work correspond to the appropriate NHDES funding source.

Tasks I: Design & Permitting

The GRANTEE is responsible for obtaining all required federal, state, and local permits and approvals prior to any restoration work. The GRANTEE will obtain NHDES approval for the final design and construction timeline. The GRANTEE will work with NHDES to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall

Grantee Initials SPAD
Date 10.5.24

meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

This task will be funded under the ARPA Grant Agreement between the City of Rochester and NHDES, was approved by Governor & Council on November 22, 2022, Item #125, amended on April 10, 2024, item #5H, and pending Amendment #2 approval. The ARPA funds will be used to complete the designs, planning, permitting, and support implementation of the removal of the Gonic Dams.

Timeframe: upon G&C approval – March 2025

Deliverables: Submit all required state, federal and local permit applications, executed professional services contract, kick-off, mid-level, and final meeting notes, Preliminary Design Review Memo, Final Design Review Memo

Task II: Bid Phase Engineering Services

Upon written approval of the plans and specifications by NHDES, the GRANTEE shall implement a competitive selection process to procure a qualified construction contractor(s) to perform construction services related to the removal of the GSD and GD. This task will include preparing the invitations to bid and advertising, issuing the bid documents and holding pre-bid information meetings with interested contractors as well as conducting site visits and answering any questions that may arise. Representatives from NHDES will be invited to the pre-bid meetings and invited to provide input related to any grant-related requirements. Addendums will be issued as necessary to provide clarifications and/or additional information. Once the bids are received, they will be reviewed and scored by the Project Engineer (qualified professional), Gosport, NHDES, and Rochester City Engineer, and bid tabulations developed. The construction contractors shall have experience with river restoration, dam removal, temporary water control, contaminated sediment management, and work near historic structures. The selection of the contractors will be made by the Project Engineer, and a recommendation of award will be made to NHDES and the Rochester City Engineer for approval. After the recommended bidders are identified, the construction contracts will be awarded and executed and the Notices to Proceed issued by GRANTEE.

Timeframe: GSD: January 2025-April 2025; GD: January 2025-April 2026

Deliverables: Meeting notes, bid documents and associated bid tabulation, recommendation and Notice to Proceed, executed construction contract, construction schedule, pre-bid meeting minutes

Task III: Construction Phase Engineering Services

A pre-construction meeting will be held to review construction protocols such as lines of communication, work hours, and schedule. Representatives from NHDES will be invited to the pre-construction meeting and invited to provide input related to any grant-related requirements. The Project Engineer shall oversee construction for conformance with the final design plans and specifications, as well as monitor the project site until it is stabilized. Construction Status Meetings will be held weekly with the Contractor during construction. The purpose of these meetings will be, among other things, to review current progress, projected progress, and identify any areas needing coordination. Representatives from NHDES will be invited to these meetings to review progress and provide input. The Project Engineer will prepare and distribute notes from each Construction Status Meeting. The Project Engineer will also develop and submit monthly construction progress reports that will include on-site observations to include field reports, field change sketches, maintenance

Grantee Initials END
Date 10-9-24

records of activities and office support including review of shop drawings, submittals, invoice/payment requisitions and review of conformance with the contract documents.

Within 60 days of Substantial Completion, to assure the implementation of the design has occurred in accordance with permits and Contract Documents, a site walk will be conducted in which NHDES will be invited. A punch list will be developed of items to be completed or corrected. Upon completion of all construction activities, a final walk through with the Project Team will be convened by the Project Engineer. The GRANTEE will provide NHDES with one P.E.-stamped as-built survey of the site to confirm as-built dimensions of any structures, locations of designated monitoring cross-sections, channel elevations for each cross-section, channel topography of the longitudinal profile bank stabilization and planting areas. The as-built survey will be accompanied by one P.E.-stamped as-built report. The as-built report will include dated/captioned photos at each monitoring cross-section and of the restored areas. The report will provide the status of any plantings and site stabilization measures.

Timeframe: GSD: June 2025-January 2026; GD: June 2025-January 2027

Deliverables: Approved Federal Mitigation Plan, Pre-construction meeting minutes, construction status meeting notes, monthly construction reports summarizing completed activities and correspondence such as RFIs, shop drawing review, Field Observation Reports, adaptive management strategies, Photos, PE-stamped as-built report, survey and construction drawings, etc.

Task IV: Construction

The construction contractor(s) hired by GRANTEE will remove the GD and GSD and enact other project elements (i.e. mobilization/ demobilization, site preparation, water controls, lower impoundment sediment excavation and off-site disposal, site work, demolition work, rock excavation, vibration monitoring, structural work, and site restoration) as per the final design plans and in accordance with the project's NHDES wetlands permit and conditions.

The GRANTEE agrees to work cooperatively with NHDES on the restoration of the Cocheco River, including, during the initial construction phases at the GD and GSD, adaptively managing the uncertain channel conditions and contours that are currently buried by the dams and accumulated sediment. The construction plans, specifications, and bid items will anticipate adaptive management interventions that may be necessary to optimize channel conditions to improve river channel hydrology and aquatic habitat connectivity. During the initial construction phase, the Project Engineer shall convene field meetings as necessary between the Contractor, Project Engineer, NHDES, and other natural resource agency representatives with expertise in aquatic habitat connectivity to adaptively manage the site within the terms of the existing construction plans, approvals, and agreements.

Timeframe: GSD June 2025-November 2025; GD-June 2025-November 2026

Deliverables: Successful removal of dam structures to restore the Cocheco River, Certificate of Substantial Completion; Certificate of Final Completion, adaptive management strategy approval and implementation (as-needed)

Task V. Long-Term Monitoring and Adaptive Management

The GRANTEE will provide geomorphic and biological monitoring and prepare summary reports for five years post-construction to determine whether the performance standards included in the

Grantee Initials
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Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target wetland functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the Restoration Areas and development of adaptive management actions at the site if needed. Adaptive management and remedial actions shall only be enacted and in coordination with agreed upon methodology by NHDES and NHF&G.

The GRANTEE shall allow NHDES unrestricted access to the restoration project areas for five consecutive years following construction completion. NHDES will assist with the monitoring efforts, if necessary, to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. NHDES will refer any deficiencies observed to the GRANTEE to address.

Timeframe: December 2026 – Nov. 2031

Deliverables: Annual post-construction monitoring reports, including maintenance and adaptive management activities.

Task VI. Historical Investigation & Documentation

GRANTEE shall fulfill the requirements for compliance with Section 106 of the National Historic Preservation Act. This shall include any required documentation and/or mitigation measures determined by the NH Division of Historical Resources (NHDHR) and the USACOE.

Timeframe: Jan 2025-November 2026

Deliverables: Report from qualified professional as defined by NHDHR of dam removal(s) and any unanticipated findings.

Task VII. Land Protection

The GRANTEE shall use a portion of the ARM grant funding to execute and record a conservation interest instrument (i.e. declaration of covenants and conservation restrictions) to protect the Restoration Area in perpetuity the as soon as possible, time being of the essence.

The conservation interest instrument shall include, at a minimum, the following conditions or restrictions:

- a. The use of the Restoration Area, as hereinafter defined, shall be limited to open space conservation in perpetuity. No residential, commercial, or industrial uses shall be permitted.
- b. The Restoration Area will be designated to serve as a riparian buffer and there shall be designated as a no disturbance zone, except that invasive species management activities may be permitted with prior written approval from NHDES.
- c. No impoundments shall be constructed on the Cocheco River on the property currently owned by Gosport Properties LLC, located in City of Rochester, N.H., identified on City of Rochester Tax Map 141 as Lot 003 and the property currently owned by Keeper Stripers Property LLC, located in City of Rochester, N.H., identified on City of Rochester Tax Map 142 as Lot 011.

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d. The conservation interest instrument shall grant to the State of New Hampshire, acting through the NHDES, a right of enforcement in the conservation restrictions.

The GRANTEE shall monitor the Restoration Area on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the declaration of covenants and conservation restrictions are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Restoration Area. The GRANTEE agrees to submit a copy of the annual monitoring report to NHDES on December 31 of each year to document the actions taken.

The GRANTEE shall return to NHDES ARM Fund Program \$994,225 if the GRANTEE fails to execute and record the conservation interest instrument and protect the Restoration Area in perpetuity.

Timeframe: Jan 2025-November 2026

Deliverables: Land Protection mechanism as recorded in the Declaration of Covenants and Conservation Restrictions

Task VIII. Legal Counsel & Project Management

Throughout the course of the Project, GRANTEE will be represented by BCM Environmental and Land Law, PLLC for matters pertaining to the administration of the Project, as well as any legal matters pertaining to contracts, agreements, and conformance with the Consent Decree. As leveraged funding, GRANTEE commits to provide \$50,000 of non-federal cash in support of BCM's project management activities.

Timeframe: January 2025-November 2026

Deliverables: BCM participation in project meetings and deliverable review

Task IX. Community Engagement and Signage

Community outreach and engagement events, including but not limited to public notices and/or hearings, shall be completed prior to construction in accordance with state, local and federal approval requirements.

The GRANTEE agrees to place a sign at a prominent location on or near the Restoration Area in agreed upon location by the GRANTEE and NHDES. The sign should contain at a minimum the NHDES logo and the following statement: "This project was funded, in part, by the New Hampshire Aquatic Resource Mitigation Fund, American Rescue Plan Act, and NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." Should the sign be damaged or destroyed, the GRANTEE agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text,

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gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Timeframe: Jan 2025-December 2031

Deliverables: Public notices (if applicable), draft and final sign design, installed sign

G. Deliverable Schedule:

Task	Deliverable	Timeframe
I. Design & Permitting	Submit all required state, federal and local permit applications, executed professional services contract, kick-off, mid-level, and final meeting notes, Preliminary Design Review Memo, Final Design Review Memo	upon G&C approval- March 2025
II. Bid Phase Engineering	Meeting notes, bid documents and associated bid tabulation, recommendation and Notice to Proceed, executed construction contract, construction schedule, pre-bid meeting minutes	GSD: January 2025- April 2025
		GD: January 2025- April 2026
III. Construction Phase Engineering	Approved Federal Mitigation Plan, Pre-construction meeting minutes, construction status meeting notes, monthly construction reports summarizing completed activities and correspondence such as RFIs, shop drawing review, Field Observation Reports, adaptive management strategies, Photos, PE-stamped as-built report, survey and construction drawings, etc.	GSD: January 2025- January 2026
		GD: January 2025- January 2027
IV. Construction	Successful removal of dam structures to restore the Cocheco River, Certificate of Substantial Completion(s); Certificate of Final Completion(s), adaptive management strategy approval(s) and implementation (as-needed)	GSD: June 2025- November 2025
		GD: June 2025- November 2026
V. Long Term Monitoring	Annual post-construction monitoring reports, including maintenance and adaptive management activities.	December 2026- December 1, 2031
VI. Historical Investigation & Documentation	Report from qualified professional as defined by NHDHR of dam removal(s) and any unanticipated findings.	January 2025- November 2026
VII. Land Protection	Land Protection mechanism as recorded in the Declaration of Covenants and Conservation Restrictions	January 2025- November 2026
VIII. Legal Counsel & Project Management	BCM participation in project meetings and deliverable review	January 2025- November 2026
IX. Community Engagement & Signage	Public Notices, Draft and Final Sign Design, Installed Sign	Jan 2025-December 2031

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Date 10.5.21

EXHIBIT C
ARM BUDGET & PAYMENT METHOD

The GRANTEE shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Budgeted amounts by Task are estimated. The GRANTEE is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$994,225. The ARM grant is in concert with \$1,480,000 in ARPA grant awarded to the City of Rochester. To the greatest extent possible, ARPA grant funds shall be fully disbursed for eligible tasks prior to other funding sources.

Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Task	ARM Budget		ARPA Budget	Recipient Contribution	Total
	Gonic Dam	Gonic Sawmill Dam			
I Design & Permitting	\$0		\$150,000	\$0	\$150,000
II Bid Phase Engineering	\$20,000	\$20,000	\$0	\$0	\$40,000
III Construction Phase Engineering	\$40,000	\$50,000	\$0	\$0	\$90,000
IV Construction	\$100,000	\$640,000	\$1,330,000	\$260,000	\$2,330,000
V Long Term Monitoring	\$80,000		\$0	\$0	\$80,000
VI Historical Investigation & Documentation	\$18,000		\$0	\$0	\$18,000
VII Land Protection	\$26,225		\$0	\$1,775	\$28,000
VIII Legal Counsel & Project Management	\$0		\$0	\$50,000	\$50,000
IX Community Engagement & Signage	\$0		\$0	\$500	\$500
TOTAL	\$994,225		\$1,480,000	\$312,275	\$2,786,500

Total amount to be authorized following approval by the Governor and Executive Council: \$994,225

Payments shall be made by NHDES to the GRANTEE upon approval of stated deliverables and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the GRANTEE within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Emily Nichols, Wetlands Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

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Date 10-7-21

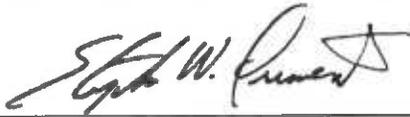
CERTIFICATION OF VOTE OF AUTHORIZATION

I, Stephen W. Dumont, Sole Member/Manager of Gosport Properties, LLC, do hereby certify that Gosport Properties, LLC may enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services for the Gonic Dams Removal / Cocheco River Restoration Project in Rochester, NH.

As the Sole Member/Manager of Gosport Properties, LLC, I, Stephen W. Dumont, am authorized to execute any documents which may be necessary for this contract. I understand that the State of New Hampshire will rely on this assertion.

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.

In witness whereof, I have hereunto set my hand as Stephen W. Dumont, Sole Member/Manager of Gosport Properties, LLC, on this day the 2nd of October 2024.



signature

10/2/24
date

On this date, 2nd of October 2024, Stephen W. Dumont, personally appeared before me, the undersigned notary public officer, who acknowledged Stephen W. Dumont to be the Sole Member/Manager of Gosport Properties, LLC, who is authorized to sign on behalf of Gosport Properties, LLC, and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



notary public signature

10-2-2024
date

My Commission Expires



LIMITED LIABILITY COMPANY AGREEMENT
OF
GOSPORT PROPERTIES, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of August 20, 2002, by and between Stephen W. Dumont and Joseph S. Eggleston (individually a "Member" and collectively "the Members").

The parties to this Agreement, desiring to form a limited liability company pursuant to the provisions of the New Hampshire Limited Liability Company Act (the "Act"), hereby constitute themselves a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the parties as follows:

1. Formation and Name. The parties to this Agreement agree to and do hereby form a limited liability company under the name "Gosport Properties, LLC" (the "Company") pursuant to the provisions of the Act and this Agreement. Upon the execution hereof, the Members shall execute and file the Certificate of Formation attached hereto as Exhibit B, with the New Hampshire Secretary of State.

2. Initial Registered Office and Registered Agents. The initial registered office of the Company shall be located at One Merrill Industrial Drive, Suite #19, Hampton, New Hampshire, 03842 and the name and address of the initial registered agent for the Company is Joseph S. Eggleston, Forsley & Eggleston, P.A., 86 High Street, Hampton, New Hampshire 03842.

3. Purposes. The purposes for which the Company is formed are to invest in, own, manage, sell, and/or operate real property and any improvements thereon, which statement of purpose shall not in any way limit or restrict the activities that may be conducted by the Company.

4. Powers. The Company shall have and exercises all powers now or hereafter conferred by the laws of the State of New Hampshire on limited liability companies formed pursuant to the Act.

5. Term. The Company shall have a term beginning on the date the Certificate of Formation is filed and received for recordation by the New Hampshire Secretary of State, and shall continue in full force and effect for an unlimited duration, unless sooner terminated pursuant to the further terms of this Agreement.

6. Members and Percentage Interest. The names, addresses, and designations of the Members of the Company are as set forth on Exhibit A attached to and made a part of this

Agreement. Each Member shall have a percentage interest ("Interest") in the Company as set forth opposite the Member's name on Exhibit A. New members may be admitted to the Company upon the consent of all the Members and on such terms and conditions as shall be agreed upon by all of the Members and any new Members; provided, however, that no consent of the Members is required for the admission of a new Member if the transfer of the membership Interest occurs by operation of law by reason of or incident to the death of the transferor Member. The changes in Interests that occur upon admission of new Members and upon dissociation of Members, as defined in the Act, shall be reflected in Amendments to Exhibit A.

7. Capital and Loans.

7.1 The Members have made initial capital contributions to the Company as set forth on the books and records of the Company.

7.2 No additional Capital Contributions have been agreed to be made by any Member. The Member shall make additional contributions and/or loans to the Company at such time or times, and upon such conditions, as the Members may determine.

8. Capital Accounts. An individual Capital Account shall be maintained for each Member. Each Member's Capital Account shall be maintained as provided in Section 9. No Member shall be paid interest on any Capital Contribution. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw or receive any return of his Capital Contribution. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash. Increases or decreases to a Member's Capital Account shall not affect a Member's Interest.

9. Profits, Losses and Distributions.

9.1 Defined Terms. For purposes of this Agreement, the following terms shall have the meaning specified:

(a) Available Cash - "Available Cash" means, with respect to any taxable year of the Company, at the time of determination, the Company's cash reduced by such amounts as the Members shall deem reasonably necessary to meet reasonably anticipated expenditures or liabilities of the Company, including, but not limited to, debts to Members who are creditors of the Company and reserves for replacements and capital improvements for which adequate provision has not otherwise been made in the reasonable judgment of the Members. Available cash shall not include proceeds from Capital Transactions.

(b) Capital Account - "Capital Account" means, as to any Member, the Capital Contribution actually made by that Member, plus all Profit allocated to that Member, and minus the sum of (i) all Loss allocated to that Member, (ii) the amount of cash and the fair market value of any other asset distributed to that

Member (net of liabilities, assumed or taken subject to be such Member), and (iii) such Member's distributive share of all other expenditures of the Company not deductible in computing its taxable income and not property chargeable as additions to the basis of Company property. Each Member's Capital Account shall be determined and maintained in accordance with the Treasury Regulations adopted under Section 704(b) of the Code. Any questions concerning a Member's Capital Account shall be resolved by applying principles consistent with this Agreement and the Treasury Regulations adopted under Section 704 of the Code in order to ensure that all allocations to the Members will have substantial economic effect or will otherwise be respected for federal income tax purposes.

(c) Capital Contribution - "Capital Contribution" means the total amount of cash and the fair market value (net of liabilities assumed or taken subject to by the Company) of any other assets contributed [or deemed contributed under Treasury Regulations Section 1.704-1(b)(2)(iv)(d)] to the Company by a Member.

(d) Capital Proceeds - "Capital Proceeds" means the gross receipts received by the Company from a Capital Transaction.

(e) Capital Transaction - "Capital Transaction" means the sale, exchange, financing, refinancing, condemnation, casualty or other disposition of all, or substantially all of the assets of the Partnership.

(f) Code - "Code" means the Internal Revenue Code of 1986, as amended or any corresponding Section of any succeeding law.

(g) Minimum Gain - has the meaning set forth in Treasury Regulations 1.704-2(d). Minimum Gain shall be computed separately for each Member, applying principles consistent with both the foregoing definition and the Treasury Regulations promulgated under Section 704 of the Code.

(h) Negative Capital Account - "Negative Capital Account" means a Capital Account with a balance less than zero.

(i) Positive Capital Account - "Positive Capital Account" means a Capital Account with a balance greater than zero.

(j) Profit and Loss - "Profit" and "Loss" means for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Sections 703(a)(1) shall be included in taxable income or loss).

(k) Restoration Amount - means with respect to each Member (i) the Member's share of Minimum Gain, and (ii) any amount which the Member is unconditionally required under this Agreement or by law to contribute to the Company to restore his Negative Capital Account balance under Section 9.4.

9.2 Allocation of Profit or Loss from Operations and Distributions of Available Cash.

(a) Available Cash. For any taxable year of the Company, Available Cash shall be distributed to the Members in proportion to their respective Interests.

(b) Taxable Income or Taxable Loss. For any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of Section 9.3(a) and 9.3(b) shall be allocated to the Members in proportion to their respective Interests.

(c) Special Allocations. Notwithstanding any other provision to the contrary in this Agreement, the following provisions shall apply:

(1) Qualified Income Offset. No Member shall be allocated Losses or deductions if such allocation causes a Member's Negative Capital Account to increase in excess of the Member's Restoration Amount. If a Member receives (i) an allocation of Loss or deduction (or item thereof) or (ii) any Company distribution, which causes such Member to have a Negative Capital Account in excess of its Restoration Amount or increase a Member's Negative Capital Account at the end of any Company taxable year in excess of its Restoration Amount, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for such taxable year shall be allocated to such Member, before any other allocation is made of Company items for such taxable year, in the amount and in proportions required to eliminate such excess as quickly as possible. This Section 9.2(c)(1) is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Treasury Regulations promulgated under Section 704(b) of the Code.

(2) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain during any taxable year and if any Member has a Negative Capital Account as of the last day of such taxable year which exceeds his Restoration Amount as of such last day, then all items of gross income and gain of the Company for such taxable year (and, if necessary, for subsequent taxable years) shall be allocated to such Member in the amount

and in the proportions required to eliminate such excess as quickly as possible. This Section 9.2(c)(2) is intended to comply with, and shall be interpreted consistently with, the "minimum gain chargeback" provisions of the Treasury Regulations promulgated under Section 704(b) of the Code.

9.3 Allocation of Profit or Loss from a Capital Transaction and Distribution of Capital Proceeds.

(a) Taxable Income. Profit from a Capital Transaction shall be allocated as follows:

(1) If one or more Members has a Negative Capital Account, Profit from a Capital Transaction shall be allocated first to those Members, in proportion to their Negative Capital Accounts, until all Negative Capital Accounts have been increased to zero; then

(2) Any remaining Profit not allocated pursuant to Section 9.3(a)(1) shall be allocated to the extent necessary so that the Capital Account balances of the Members are equal to the amounts distributable to them pursuant to Section 9.3(c).

(b) Taxable Loss. loss from a Capital Transaction shall be allocated as follows:

(1) If one or more Members has a Positive Capital Account, Loss from a Capital Transaction shall be allocated first to those Members, in proportion to their Positive Capital Accounts, until all Positive Capital Accounts have been reduced to zero; then

(2) Any remaining Loss not allocated to reduce Positive Capital Accounts to zero pursuant to Section 9.3(b)(1) shall be allocated to the Members in proportion to their respective Percentages of Interest.

(c) Capital Proceeds. Distributions of net Capital Proceeds (after repayment of all debts and liabilities of the Company, including loans from Members, and the establishment of any reserves that the Members deem necessary) shall be made in the following order of priorities:

(1) If one or more Members has a Positive Capital Account before any further allocation of profit pursuant to Section 9.3(a)(2), to those Members, pro rata in proportion to and to the extent of their respective Positive Capital Account balances; and then

(2) The balance to the Members in proportion to their respective Interests.

9.4 Liquidation or Dissolution.

(a) In the event the Company is liquidated or dissolved, the assets of the Company shall be distributed, after taking into account the allocations of Profit or Loss pursuant to Sections 9.2 or 9.3, if any, and distributions of cash or property pursuant to Section 9.2 or 9.3, if any, to the Members to the extent of and in proportion to the balances in their respective Positive Capital Accounts.

(b) Any Member with a Negative Capital Account following the distribution of liquidation proceeds shall be required to restore the amount of such deficit to the Company within ninety (90) days of the liquidation of the Company. The restored amount shall be paid to the creditors of the Company or otherwise paid to those Members with Positive Capital Account balances in the proportion set forth in Section 9.4(a) and in an aggregate amount that does not exceed the aggregate amount of such Positive Capital Accounts.

9.5 General.

(a) The timing and amount of all distributions shall be as determined by the Members.

(b) If any assets of the Company are distributed to the Members in kind, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. The fair market value of the assets distributed in kind shall be determined by an independent appraiser selected by the Members. Based upon the fair market value, the Profit or Loss for each unsold asset shall be determined as if that asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 9.3 and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets in liquidation pursuant to Section 9.4.

(c) For each taxable year, all Profit and Loss of the Company shall be allocated at and as of the end of that taxable year. The allocations of Profit and Loss shall be made within seventy-five (75) days after the end of such taxable year.

(d) Except as otherwise provided in this Section 9.5(d), all Profit and Loss shall be allocated, and all distributions of cash shall be distributed, as the case may be, to the persons shown on the records of the Company to have been Members as of the last day of the taxable year for which that allocation or

distribution is to be made. Unless the Members agree to separate the Company's fiscal year into segments, if the Company admits a new member to the Company or if a Member sells, exchanges, or otherwise disposes of all or any portion of his Interest to any person who, during that taxable year, is admitted as an additional or substitute member, the Profit and Loss shall be allocated between the transferor and the transferee on the basis of the number of days of the taxable year in which each was a member; provided, however, that in the event of a Capital Transaction or any other extraordinary non-recurring items of the Company, Profit, Loss and distributions shall be allocated to the Persons shown on the records of the Company as of the date of such event.

(e) The methods set forth above by which Profit, Loss and distributions are allocated, apportioned, and paid are hereby expressly consented to by each Member as an express condition to becoming a Member. Upon the advice of the outside accountants or of legal counsel to the Company, this Section 9 may be amended without the consent of the Members to the extent necessary to comply with the Code and regulations promulgated under Section 704 of the Code; provided, however, that no such amendment shall become effective without the consent of those Members who would be materially or adversely affected by such amendment.

10. Management.

10.1 The Members, acting by majority consent as provided in Section 10.4 and 10.5, shall have the exclusive right to manage the business of the Company and operate the Company business.

10.2 At the direction of the Members acting by majority consent, the Manager or Managers, if any is designated, shall have the full power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deed of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations. No person dealing with the Manager need inquire concerning the validity or propriety of a document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager executing the same. The execution by the Manager of any such document or instrument prior to the execution hereof is expressly ratified and confirmed. The Members hereby initially designate Stephen W. Dumont as Manager.

10.3 The Manager or Managers, if any is designated, shall have physical possession of the books and records of the Company, shall give such notices, reports and advice to the Members as may, from time to time, be required or deemed advisable, and shall perform the necessary ministerial functions of the Company.

10.4 Meetings of the Company shall be held on five (5) days' notice or on such shorter notice as may be mutually agreeable to the Members, on the call of a Manager, or the call of any Member or Members having fifty percent (50%) or more Interest in the Company. Notice of the time and place of each meeting shall be given in writing to each Member and shall describe the purpose or purposes of the meeting. Members holding a majority of the total Interests in the Company shall constitute a quorum. Except as otherwise provided in this Agreement, the vote of a majority of the Interests in the Company that are present at any meeting is required to approve any action taken at a meeting of the Members. At all meetings, a Member may vote in person or by proxy executed in writing by the Member or the Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

10.5 Any action required or permitted by this Agreement to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote by that number of Members having not less than the minimum Interests in the Company that would be necessary to take such action at a meeting at which all Members entitled to vote thereon were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed by the Members having not less than the minimum Interests in the Company that would be necessary to take such action, indicating the date of the signature of each Member, and delivered by hand, or by certified or registered mail, return receipt requested, to the Company for inclusion in the minutes or filing with the Company's records. No written consent shall be effective to take the action referred to in the consent unless it is delivered in the manner required by this Section 10.5 to the Company within 60 days of the earliest dated consent. The date of the action shall be the date of the delivery to the Company as required by this Section 10.5. The Company must give the Members who did not consent in writing prompt written notice of the action.

11. Restrictions on Members. No Member, without the prior written consent of all the Members, shall:

(a) Sell, assign, transfer, mortgage, or pledge his Interest in the Company or any right or power of the Member relating to the management of the Company including, without limitation, the right to vote on Company matters and the right to act as an agent of the Company;

(b) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment, or arbitrate or consent to the arbitration of any disputes or controversies involving the Company;

(c) Use the name, credit or property of the Company for any purpose other than a proper Company purpose;

(d) Admit a new member to the Company except as otherwise provided in Section 6; or

(e) Do any act in conflict with the Company business or which would make it impossible to carry on that business.

12. Substitute Members. No Member has the right to grant the right to become a substitute member to an assignee of any part of his Interest, except with the prior written consent of all of the Members.

13. Withdrawal. Prior to the dissolution and winding up of the business of the Company, no Member may voluntarily withdraw from the Company except with the prior written consent of all of the Members.

14. Dissociation; Right to Continue. Upon an event of dissociation, including the death, insanity, bankruptcy, retirement, resignation, or expulsion of a Member or as otherwise defined in the Act, the remaining members, if there shall be at least one of them, shall have the right to continue the business of the Company by written agreement of all such remaining Members within ninety (90) days after the event of dissociation.

15. Liquidation and Termination. Subject to any restrictions in agreements to which the Company is a party, the affairs of the Company shall be wound up upon dissociation, unless the remaining Members elect to continue the business of the Company as provided in Section 14, above. In such event, the Members shall promptly liquidate and terminate the affairs of the Company by discharging all debts and liabilities of the Company and by distributing all assets in accordance with Section 9.4.

16. Books and Records. Adequate accounting records of all Company business shall be kept and these shall be open to inspection by any of the Members at all reasonable times. The Company shall maintain its accounting records and shall report for income tax purposes on the cash basis method of accounting. Within sixty (60) days after the end of each taxable year and at the expense of the Company, the Company shall cause to be prepared a complete accounting of the affairs of the Company, together with whatever appropriate information is required by each Member for the purpose of preparing such Member's income tax return for that year, which accounting and information shall be furnished to each Member.

17. Bank Accounts. All funds of the Company shall be deposited in Company checking or other bank accounts, subject to such authorized signatures as the Members may determine.

18. Classification of Company as Partnership. The Members intend that upon its formation and on a continuing basis thereafter, the Company shall be classified as a partnership under the Treasury Regulations. The Members shall promptly agree to make and shall promptly make any amendment of the Agreement, the Certificate of Formation or other relevant

documents that may be necessary or appropriate to ensure such classification under the Treasury Regulations and shall promptly agree to and shall take any other action necessary or appropriate to that end.

19. Miscellaneous.

19.1 Other Business of Members. Since the purpose of the Company is primarily to invest in, own, manage, and/or operate real property and improvements thereon, and not to engage in full-time active business, it is not intended that any of the Members will be called upon to devote full time effort to the Company, but it is understood that each of the Members shall use his or her commercially reasonable efforts to further the interests of the Company. However, nothing contained in this Agreement shall be construed as preventing a Member from engaging in any other business activity, including an activity that would compete with this Company.

19.2 Liability of the Members. No Member shall be liable, responsible or accountable in damages or otherwise to any other Member or to the Company for any act or omission performed or omitted by him except for acts of gross negligence or willful misconduct.

19.3 Indemnification. The Members shall be indemnified by the Company for any act or omission performed or omitted by them for which they are not liable pursuant to Section 19.2 above to the fullest extent permitted under the Act.

19.4 Waiver of Partition. The Members hereby waive any right of partition or any right to take any other action that otherwise might be available to them for the purpose of severing their relationship with the Company or their interests in the assets held by the Company from the interests of the other Members.

19.5 Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and permitted assigns of the respective parties to this Agreement.

19.6 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

19.7 Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as contained in this Agreement. This Agreement may not be amended or modified except

with the consent of all Members or as otherwise provided in Section 9.5(e) of this Agreement.

19.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

19.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same instrument, binding on the Members. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Members acknowledge that this Agreement is their act and that they have executed this Agreement as of the day and year first above written.


Witness


Stephen W. Dumont, Manager and Member


Witness


Joseph S. Eggleston, Member

EXHIBIT A

MEMBERS AND INTERESTS

<u>Member Name & Address</u>	<u>Interest</u>
Stephen W. Dumont Stratham, NH 03885 (Social Security #)	50%
Joseph S. Eggleston Loudon, NH 03307 (Social Security #)	50%

ASSIGNMENT OF MEMBERSHIP INTEREST

Joseph S. Eggleston, individually and as trustee of the Joseph S. Eggleston Revocable Trust – 2005 u/t/a dated February 2, 2005, of 31 Sunset Drive, Loudon, New Hampshire 03307 hereby assigns and transfers to Gosport Properties, LLC, a New Hampshire limited liability company having an address of 750 Exeter Road, Hampton, New Hampshire 03842 all of my right, title and interest in and to my fifty percent (50%) membership interest in **Gosport Properties, LLC** and do hereby irrevocably constitute and appoint the Company's Attorney or Manager to transfer the said membership interest on the books of the within named Company with full power of substitution in the premises.

This is a non-contractual transfer. No consideration was paid for this transfer.

Dated: July 7, 2010


Joseph S. Eggleston

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 GOSPORT PROPERTIES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 21, 2002. 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: 412807

Certificate Number: 0006785725



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC PHONE (A/C, No, Ext): (603) 772-4781 E-MAIL ADDRESS: nancy.bird@foyinsurance.com	FAX (A/C, No): (603) 772-3246
	INSURER(S) AFFORDING COVERAGE INSURER A: Ategrity Specialty Insurance Company NAIC # XS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Gosport Properties LLC 73 Pickering Road Suite 203 Rochester NH 03839		

COVERAGES CERTIFICATE NUMBER: Master 2024-2025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT. <input type="checkbox"/> LOC OTHER:			01-C-PK-P20074455-01	3/6/2024	3/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2024: Lessors Risk Building or Premises; Vacant Land; Dam; 71-73 Pickering Road Rochester NH: NH Departments of Environmental Services is additional insured if written signed contract or agreement to such exists prior to loss subject to form CG 20 12 04 13

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Foy/ENANCY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
NH DEPARTMENTS OF ENVIRONMENTAL SERVICE, 29 HAZEN DR, CONCORD, NH03302-0095

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Real Estate Investments & Development

October 2, 2024

Emily Nichols
ARM Fund Program
NH Department of Environmental Services
P.O. Box 95
Concord, NH 03302-0095

RE: Gosport Properties LLC Exemption from Worker's Compensation Insurance Requirement

Dear Ms. Nichols,

This letter is to certify that I am the sole owner, shareholder and manager of Gosport Properties, LLC, a registered limited liability corporation in the State of New Hampshire. As Gosport Properties, LLC does not have any employees, it is exempt from maintaining statutory worker's compensation insurance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen W. Dumont', with a stylized flourish at the end.

Stephen W. Dumont
Manager
Gosport Properties, LLC

**ATTACHMENT A
2023 Aquatic Resource Mitigation Fund Grants**

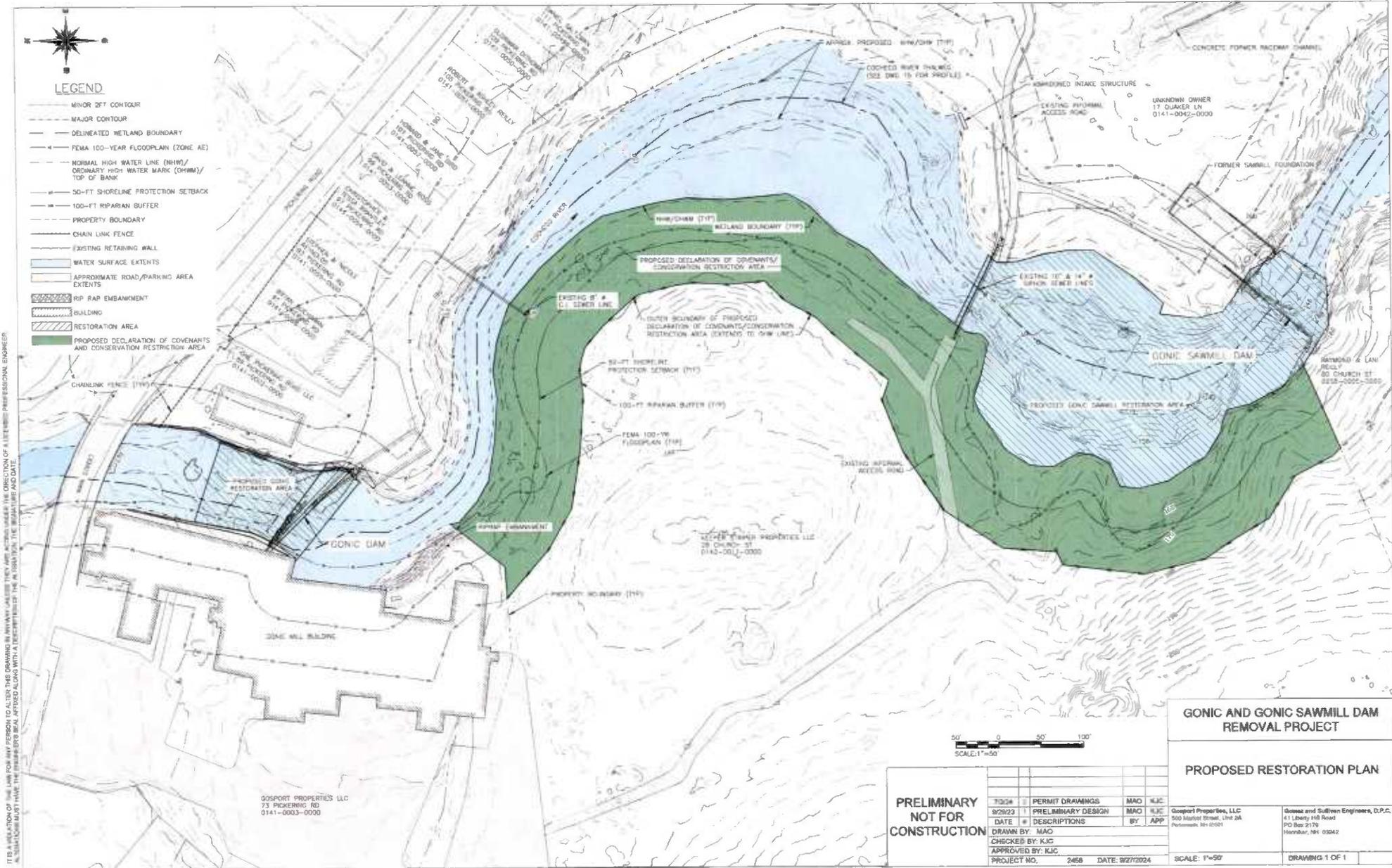
Applications and Funding Amounts in Salmon Falls- Piscataqua River Service Area

Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Gonic Dams Removal / Cocheco River Restoration Project	Rochester	\$994,225	Yes – full funding

(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

Site Selection Committee Voting List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	25
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	21
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	19
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	23
Charles DeCurtis	The Nature Conservancy	Lead Conservation Scientist Freshwater Program Manager	30



LEGEND

- MINOR 2FT CONTOUR
- MAJOR CONTOUR
- DELINEATED WETLAND BOUNDARY
- FEMA 100-YEAR FLOODPLAIN (ZONE AE)
- NORMAL HIGH WATER LINE (NHWL)/ ORDINARY HIGH WATER MARK (OHWM)/ TOP OF BANK
- 50-FT SHORELINE PROTECTION SETBACK
- 100-FT RIPARIAN BUFFER
- PROPERTY BOUNDARY
- CHAIN LINK FENCE
- EXISTING RETAINING WALL
- WATER SURFACE EXTENTS
- APPROXIMATE ROAD/PARKING AREA EXTENTS
- RIP RAP EMBANKMENT
- BUILDING
- RESTORATION AREA
- PROPOSED DECLARATION OF COVENANTS AND CONSERVATION RESTRICTION AREA

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANY MANNER UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALL INFORMATION MUST HAVE THE FRAGMENT BEING AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE REASON THEREFOR, THE SIGNATURE AND DATE.



GONIC AND GONIC SAWMILL DAM REMOVAL PROJECT

PROPOSED RESTORATION PLAN

PRELIMINARY NOT FOR CONSTRUCTION

7/20/24	PERMIT DRAWINGS	MAO	KJC
8/29/23	PRELIMINARY DESIGN	MAO	KJC
DATE	DESCRIPTIONS	BY	APP
DRAWN BY: MAO			
CHECKED BY: KJC			
APPROVED BY: KJC			
PROJECT NO.	2468	DATE:	9/27/2024

Gosport Properties, LLC
500 Market Street, Unit 2A
Perth Amboy, NJ 08861

Scale: 1"=50'
Drawing 1 of 1

GOSPORT PROPERTIES LLC
73 PICKERING RD
0141-0003-0000

KICHER FARM PROPERTIES LLC
28 CHURCH ST
0142-0012-0000

RAYMOND & LANI
80 CHURCH ST
0218-0002-3800

UNKNOWN OWNER
17 QUAKER LN
0141-0042-0000