

**Attachment for January 10, 2022 Danville Board of Selectmen's Meeting**

Notes as provided by Board of Selectmen's member Sheila Johannesen

**Warrant Article #2003-33:** by vote Warrant article 2003-33 (582 to 213) *To see if the Town will vote to authorized and direct the Selectmen to grant and convey to an appropriate conservation organization, a conservation easement on approximately 469 acres (more or less) of Town Forest, which is located within the lot boundaries of the occupies. The Purpose of the Conservation Easement are to ensure the permanent protection of the Danville Town Forest as open space so that it may be managed for municipal conservation benefits, including wildlife habitat, watershed protection, recreation, timber production, scenery and and natural area preservation. The Conservation Easement shall be in the form recommended the Town Conservation Commission, Forestry Committee and Selectmen and approved by Town Counsel.*

*Ownership and Management of the townforest shall remain with the town of Danville. (Recommended by the Selectmen)*

The Conservation Easement itself should be amended in a document signed by the BOS and Audubon to state there is an updated Forest Management plan. The amendment document should be recorded, just like the original Conservation Easement was, so there is a paper trail at the Registry of Deeds.

**. A conservation easement is a legal agreement between the landowner and a conservation organization, agency, or municipality that transfers some of these rights (typically the "development rights") to the organization that holds the easement.**

**Rockingham County Registry of Deeds:**

Rockingham Registry Book# 5076 Page 76 This Conservation Easement is recorded.

**GRANT OF CONSERVATION EASEMENT**

Town of Danville, Rockingham County, State of New Hampshire

The Town of Danville, New Hampshire with a mailing address of P.O. Box 11, Danville, New Hampshire 03819 (hereinafter referred to as the "Fee Owner", which words where the context requires include the plural, and shall, unless the context clearly indicates otherwise, include the Fee Owner's legal representatives, successors and assigns), hereby grants with WARRANTY covenants in perpetuity to the Audubon Socie!Y of New Hampshire, with a mailing address of 84 Silk Farm Road, Concord, New Hampshire 03301 (hereinafter referred to as the "Easement Holder", which words where the context requires include the plural, and shall, unless the context clearly indicates otherwise, include the Easement Holder's legal representatives, successors and assigns), the Conservation Easement (hereinafter referred to as the "Easement") hereinafter described with respect to three certain parcels of unimproved land situated in the Town of Danville, County of Rockingham, State of New Hampshire, more particularly described in Appendix A attached hereto and made a part hereof (hereinafter referred to as the "Property").

ii. Amendment of Stewardship Plan. In its discretion, the Fee Owner may also submit to the Easement Holder for its approval Amendments to the initial or any succeeding ten-year Stewardship Plan. Any Amendments shall be subject to the review described below but need not include all Stewardship Plan elements described above. Amendments shall be required only in the event the Fee Owner proposes a Forest Management Activity, Conservation Activity, other activities permitted in this Easement, or a user fee system not included in an approved Stewardship Plan.

Approval of Stewardship Plan. The Easement Holder shall **review** and act to approve or disapprove Stewardship Plans, Updates or Amendments submitted by the Fee Owner within ninety (90) days of the Easement Holder's receipt of each Plan, Update or Amendment. The 90- day review period may be extended upon the written agreement of both the Easement Holder and the Fee Holder. If the Easement Holder fails to act to approve or disapprove a Stewardship Plan, Update, or Amendment within the 90-day period or other mutually agreed upon extension period, a meeting of both parties shall convene within 14 days after the end of the 90 day period. In acting to disapprove any Plan, Update, or Amendment, or any provision thereof, the Easement Holder shall state in writing its reasons, referencing the specific provision or provisions of such Plan, Update, or Amendment with which it does not approve, and how such provision or provisions are inconsistent with the Purposes or Stewardship Goals. The Easement Holder may rely upon the advice and recommendations of the New Hampshire Fish and Game Department, the New Hampshire Natural Heritage Inventory, or their successor organizations, or other wildlife experts, conservation biologists, foresters or other experts as the Easement Holder may select to determine whether the Plan, Update, or Amendment would be in accordance with the Purposes and Stewardship Goals identified in Sections 1 ("Purposes") and 2.B ("Permitted Conservation Uses".) The then existing Stewardship Plan shall remain in full force and effect until such time as any Plan, Update, or Amendment is approved.

