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Town of Strafford  
Planning Board  
12 Mountain View Dr.  
Strafford, NH 03884

**DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS**

**(Property Name and Address) STRAFFORD, NEW HAMPSHIRE**

**THIS DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS (this “Declaration”)** is here made by the Riley Trust of the May 20, 2013, c/o Dal Ray Riley and Joanne D. Riley, trustees, both of 33 Dimes Road, Northwood, New Hampshire the undersigned “Declarants” (which includes the Declarants’ executors, administrators, legal representatives, devisees, heirs, successors and assigns) who are the sole owners, in fee simple, of certain real property in the Town of Strafford, County of Strafford and State of New Hampshire, being more particularly and partially described in Deed of Riley Trust dated October 1, 2013 and recorded at the Strafford County Registry of Deeds in Book 4169, Page 419, and being more particularly shown on a Plan entitled, “Riley Conservation Subdivision”, prepared by Raymond Bisson, Stonewall Surveying, dated [REDACTED], to be recorded (the “Property”); and

WHEREAS, Declarants received approval for a conservation design subdivision of Tax Map 19 Lot 17 from the Strafford Planning Board on November 2, 2023, File No. \_\_\_\_\_, pursuant to Section 1.4.3 “Conservation Development” of the Strafford Zoning and Land Use Ordinance

WHEREAS, a portion of the property possesses natural, aesthetic, habitat, upland/wetland values of importance to the Declarants the public, the Town of Strafford, and the State of New Hampshire, which portions of the property more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and is referred to as a “**Conservation Area**” consisting of 33.61 acres on Tax Map 19 Lot 17-1, more or less, and as shown on the aforesaid Plan; and

WHEREAS, Declarants, subject to those rights reserved herein, intend that the conservation values of the conservation land be preserved and maintained including those

relating to wildlife habitat, uplands, wetlands and vegetation, aesthetic characteristics, natural resources, and forested space existing at the time of this grant that do not significantly impair or interfere with those values; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarants and each and every subsequent owner and occupant of the Property, Declarants agree the following covenants and restrictions on the Conservation Area exclusively for conservation purposes, in order that it shall remain substantially in its restored, enhanced, preserved, open, natural and/or scenic condition, in perpetuity, as set forth below.

### **I. TRANSFERS, AMENDMENTS & EXTINGUISHMENT**

Declarants do hereby declare that all of the Conservation Area described herein shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the covenants, easements and affirmative obligations all of which shall run with the property and will be binding on all persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title or interest in said property, or any part thereof, their heirs, executors, administrators, successors and assigns. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the conservation area. It shall set forth the terms and conditions of this document either by reference to this document and its recorded location or by attachment and incorporation by reference. The covenants and restrictions shall not be amended or extinguished except by written approval of the Town of Strafford. Amendments shall be signed by the Town of Strafford and shall be recorded in the Strafford County Registry of Deeds.

### **II. TITLE WARRANTY**

Declarants warrant that they have good title to the Property and shall defend against all claims that may be made against it; that they have the right to impose the restrictions and covenants herein; and that the Property is free and clear of any encumbrances, other than those of record.

### **III. CONSERVATION AREA USE LIMITATIONS**

The Conservation Area shall be maintained in perpetuity as open space subject to the following use limitations. No management activities, acts, or uses undertaken on the Conservation Area shall materially impair its inherent conservation values. There shall not be any industrial or commercial activities conducted on the Conservation Area, *except Agriculture and Forestry*, as described below, and provided that the productive capacity of the Conservation Area to yield forest and/or agricultural crops shall not be degraded by on-site activities.

#### **A. Definitions of Agriculture and Forestry:**

Agriculture: For the purposes hereof, "Agriculture" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Conservation Area (such as pick-your-own

fruits, vegetables, mushrooms or fungi, and maple syrup) all as not detrimental to the Purposes of this Easement.

Forestry: For the purposes hereof, "Forestry" shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this deed restriction. "Commercial Forestry" shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions. "Non-commercial Forestry" shall include non-commercial timber stand improvement and or wildlife habitat improvement activities, and the small-scale cutting or harvesting of wood products for the domestic use of the Declarants, such as clearing trees to maintain the edge of a field, thinning the forest stand to maintain a view, or cutting firewood for domestic consumption. Non-commercial Forestry shall not include activities conducted for the contemporaneous production of sale proceeds or other consideration.

Requirements for Agriculture:

Agricultural practices shall be conducted according to then-current BMPs which are relevant to agriculture. These practices may include but may not be limited to those contained in the "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" by the New Hampshire Department of Agriculture, Markets, and Food and last revised June 2011.

Requirements for Forestry: Forestry practices shall be conducted according to then-current, scientifically based, generally accepted best management practices (BMPs) for the sites, soils, and terrain of the Conservation Area which are recommended by the U.S. Department of Agriculture's Natural Resources Conservation Service, the State of New Hampshire's Department of Natural and Cultural Resources, the University of New Hampshire's Cooperative Extension, or other governmental natural resource conservation and management agencies then active, and as may be articulated in publications by said entities as may be revised, updated, or superseded from time to time. Forestry BMPs as of the execution of this deed restriction include but may not be limited to those contained in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" and "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (NH Dept. of Resources & Economic Development, Division of Forests & Lands, & University of NH Cooperative Extension, dated, respectively, December 2010 and 2016).

**Conversion of Forestland to Agricultural Land**

Only the portion of the Conservation Area properly delineated by the Declarants on the approved plan in advance of approval of the conservation subdivision may be cleared and converted to agricultural lands.

**B. Subdivision**

The Conservation Area shall not be subdivided.

**C. Merging**

The Conservation Area parcel may not be merged with abutting properties and no conveyance by the Declarants, or any subsequent owners, of the underlying fee interest in the Conservation Area to any other party holding an interest in the Conservation Area, shall be deemed to extinguish or eliminate this Declaration or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

#### **D. Structures or Improvements**

There shall be no structures constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Conservation Area. Structures as defined here include but are not limited to dwellings, mobile homes, cabins, residential driveways, any portion of septic systems, underground petroleum/gas storage tanks, tennis courts, swimming pools, athletic fields, golf courses, aircraft landing areas, barns, indoor riding arenas, or telecommunications towers.

#### **E. Excavation and Filling**

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

1. are necessary for the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Area; and
2. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
3. do not impair significant archeological resources, with such determination of impairment, in the sole discretion of the Easement Holder, to be based upon information from the New Hampshire State Archaeologist, the New Hampshire Division of Historical Resources, or other party or agency then recognized by the State as having responsibility for the identification and/or conservation of such resources; and
4. are conducted in accordance with relevant and then current Best Management Practices; and
5. are not detrimental to the Purposes of these deed restriction.
6. and prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

#### **F. Commercial Recreation**

The Conservation Area shall not be used for developed recreation. These uses include but are not limited to sports fields, camping facilities, recreational vehicle trails and tracks, sporting clay

operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing.

#### **IV. ZONING APPLICATIONS**

The Conservation Area shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.

#### **V. AFFIRMATIVE DUTIES OF DECLARANTS**

Declarants will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Conservation Area or that are otherwise inconsistent with this Declaration.

A management plan shall be developed by Declarants, and coordinated with the Town of Strafford, for the Declarants', and their successors' and assigns', management of the Conservation Area and for describing the conservation duties in managing the Conservation Area. Adequate financial resources shall be allocated by Declarants and/or owners of the Conservation Area for protection of the property. Declarants shall take immediate action to cure violations of this Declaration.

#### **VI. EXCLUSIVE POSSESSION**

Declarants, (and their personal representatives, heirs, executors, administrators) (successors and assigns), reserve all other rights accruing from its ownership of the Conservation Area, including, but not limited to, the exclusive possession of the Conservation Area, the right to transfer or assign their interest in the same, the right to take action necessary to prevent erosion on the Conservation Area, to protect the Conservation Area from losing its conservation functions and services, or to protect public health or safety; and the right to use the Conservation Area in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purposes of this Declaration.

#### **VII. BENEFITS TO THE GENERAL PUBLIC**

It is expressly understood and agreed that this covenant does not grant or convey to members of the general public, any rights of ownership, interest in, or use of the protected property as approved by the Town of Strafford. Nonetheless, the Conservation Area has significant aesthetic and conservation value in its present or restored state as a predominately natural area which has not been subject to extensive development or exploitation. The protection of vegetation, scenic, open space, and wildlife habitat are considered of great importance to the well-being of the general public and are worthy of preservation and conservation.

#### **VIII. ENFORCEMENT**

The Town of Strafford is hereby named a third-party beneficiary hereof, and as such is hereby specifically granted the authority to enforce the provisions of this Declaration. Remedies for violation of this Declaration include, without limitation: injunctive relief to restrain such violation, restoration, administrative, civil or criminal penalties as well as any other remedy available under law or equity. However, no violation of this Declaration shall result in a forfeiture or reversion of title. It shall not be a defense, for purposes of this Declaration, that the conservation functions and services of the Conservation Area were impacted without the Declarants'/owners' knowledge or consent.

**IX. AFFIRMATIVE RIGHTS OF THE TOWN**

The Town of Strafford shall have reasonable access to the Conservation Area and all of its parts for such inspection as is necessary to determine compliance with and to enforce the herein covenants and restrictions and to fulfill the responsibilities and carry out the duties as a third party beneficiary assumed by the acceptance of these restrictions to satisfy the Town of Strafford Conservation Development Zoning Ordinance 1.4.3.

**X. COVENANT RUNS WITH THE LAND IN PERPETUITY**

The herein covenants and restrictions shall not terminate upon some fixed amount of time but shall run with the land in perpetuity both as to benefit and as to burden and shall be enforceable against Declarants and all present and future owners, tenants, and other holders of any interest in the Conservation Area property.

**XI. RECORDING**

Declarants (Town?) shall execute and record this instrument within \_\_\_\_\_ days of final approval of the subdivision plan by the Strafford Planning Board in the Strafford County Registry of Deeds and shall provide the Strafford Planning Board with a copy of the recorded document.

IN WITNESS WHEREOF, Declarants have duly executed this document on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Date

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged the foregoing to be their voluntary acts and deeds for the purposes therein contained.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

ACCEPTED:

Town of Strafford, New Hampshire:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Date