



# TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

VOICE (603) 772-7391 • FAX (603) 775-0517

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## **MEMORANDUM**

TO: Michael Houghton, Select Board Chair  
Joseph Lovejoy, Select Board Vice-Chair  
Allison Knab, Select Board

FROM: David Moore, Town Administrator

DATE: June 4, 2021

RE: Select Board Agenda and Materials for the June 7, 2021 Regular Meeting

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Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for June 7, 2021.

### **III. Consideration of Minutes**

Draft minutes from your meeting on May 17, 2021 are included for your review.

### **IV. Treasurer Report (first meeting of the month)**

### **V. Department Reports & Presentations**

- A. Lesley Kimball will present the Library Report. At your next meeting, DPW Director Nate Mears will present for Public Works.

### **VI. Correspondence**

- A. Resignation of Dan Coffey from Exeter Squamscott River Local Advisory Committee

### **VII. Public Comment**

### **VIII. Public Hearings, Ordinances and/or Resolutions**

**A. REVISED – 6-7-2021 - Barn Easement Public Hearing NH RSA 79-D (see public hearing notice)**

A public hearing has been posted for your meeting on June 7<sup>th</sup> for the renewal or acceptance of seven barn easements under RSA 79-D. The preparation of these applications has been completed by the Heritage Commission as well as our Interim Assessor and Assessing Assistant. Following the public hearing, the Select Board must act within 60 days of the hearing. The Heritage Commission has worked very closely with these applicants and supported their efforts to apply. Nate Merrill, Chair of the Heritage Commission, is scheduled to attend the public hearing in support of these requests. If the Board approves of the application, an easement is entered into, drafts of which have been prepared and are in your packet.

The criteria for approving the Barn easements are set out in RSA 79-D:

If, after a duly noticed public hearing, the governing body finds that the proposed preservation of such ***historic agricultural structure is consistent with the purposes of this chapter, it may take steps to acquire a discretionary preservation easement as provided in this chapter.*** In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted.

Interim Assessor Chris Murdough has reviewed the easement applications and has provided a cover memo for each (enclosed in your packet). She has provided her input as to each application's consistency with the purposes of the RSA. She recommends all of the applications be granted and lists the value of the abatement at 75%. To calculate the value in terms of deferred tax revenue to the Town, you need to subtract the resulting value (after applying 75% abatement) from the "full barn assessment" listed in each cover memo. From there, you take the difference and multiply by our current tax rate of 18.95 per thousand.

For example, the largest abatement of the seven applications is arrived at by multiplying the full barn assessment (53,796) by 75%; the resulting abated value is \$40,347. The assessment on which taxation will be based for the term of the easement will be \$13,339. The resulting revenue deferral is 40.347 multiplied by the 2020 tax rate (\$18.95), which equals \$765.60. The ten-year value of the easement would be \$7,645 (using the 2020 tax rate as a constant). Depending on the Board's preference, the Board can take these up individually or vote to approve the slate *en mass*.

In granting these easements to the Town the property owners are committing to agreeing to "*maintain the structure in keeping with its historic integrity and character during the term of the easement*" per the RSA.

***Sample motion: To approve each application for a 79-D Barn Easements and to vote to execute easements reflecting the abatement value and terms as prepared by the Interim Assessor.***

**IX. Discussion of Monthly Reports (second meeting of each month)**

## **X. New Business and Action Items**

### **A. General Assessing Contract – Murdough Assessing Services**

As you know, the Town issued a Request for Proposals for General Assessing Services in March of 2021. The Town took this step as a way of preparing options for reorganizing the Assessing function following the retirement of the previous long-time Assessor. We received three proposals. In addition to contracting out this function we have tested the realignment of the current Assessing Assistant duties in the Clerk's Office. The cost proposal for the selected firm is based on the permanent reassignment of the Assessing Assistant to the Clerk's office where many "over the counter" General assessing services to the public will continue to be offered. In general, these duties include those currently performed with the exception of field work related to the cyclical evaluation and related data entry, including the following:

1. Answer assessing questions and "triage" calls prior to referral to the contract assessor.
2. Provide "over the counter" service to residents for questions, assistance with applications.
3. Collect and ensure completeness of applications for the Assessor's review and recommended action to Board (Elderly, Veterans, Solar exemptions, Timber etc.).
4. Process deed updates.

This realignment is slated to formally begin with this contract start date of July 1, 2021.

In accordance with direction from the Board, I have draft a professional services agreement between the Town and Murdough Assessing Services for the period between July 1, 2021 and December 31, 2021. I have a legal review of this agreement pending, but do not anticipate changes or alterations to the terms. The motion below is worded to allow me to incorporate those changes and execute the document.

***Suggested action:*** I recommend the Board authorize the Town Administrator to enter into a professional services agreement with Murdough Assessing Services in substantial conformance with the enclosed draft.

### **B. Discussion of COVID Precautions and Town Properties**

This action item is intended for the Board to review - and adjust as it sees fit - our current COVID related procedures.

### **C. Update on State and County – Emergency Generator Project – Stratham Hill**

Following on site consultations and feedback from Town staff, the State of NH Department of State and County Sherriff's Office are preparing a submittal for review and approval for their generator project at the top of Stratham Hill Park in accordance with our Agreement with those entities for that location. This work includes the installation of an above ground propane tank

and generator to support the critical emergency communications infrastructure at the top of hill. More information including a drawing and other details will be submitted by the project proponents. I may have this material information by Monday's meeting.

No further Board action is required on this subject. The last direction from the Board was for the Town Administrator to ensure compliance with the existing agreements. I will send the Board the drawing I receive prior to indicating the Town's acceptance of the final details at which time the Board can further weigh-in if it chooses.

#### **D. Emergency Management Discussion for June 21<sup>st</sup>**

Emergency Management Director David Barr and I recommend the Board set time aside at its meeting on June 21<sup>st</sup> to discuss emergency planning issues and the upcoming Seabrook Station training year.

#### **XI. Town Administrator Report**

I will present updates on Town business. If you have any particular items of business you would like to make sure I am prepared to cover, please let me know. We will also need a non-public session for this meeting.

#### **XII. Informational Items**

#### **XIII. Reservations, Event Requests & Permits**

- A. Granite State Quest Parade Permit Request

#### **XIV. Review of Recent or Upcoming Board & Commissions Agendas**

#### **XV. Boards and Commissions Nominations & Appointments**

- A. Brent Eastwood for nomination to the Planning Board as Alternate
- B. Charles "Erik" Herring for nomination to the Planning Board as Alternate
- C. Christopher Zarembo for nomination to the Planning Board as Alternate

#### **XVI. Miscellaneous & Old Business**

- A. PFAS in Town Center

Here is a list of recent developments pertaining to the PFAS response. At this point, most of the activity is focused on coordination between property owners and ARM this work is being carried out by our Building Inspection team of Shanti Wolph and Denise Lemire. Board work in the area of responding to request for reimbursements and other policy decisions that arise in the course of working through the details will still be required. In addition, we will be working to ensure we take advantage of funding sources to minimize the financial responsibility to the Town.

1. Remedial Action Plan accepted in part, in order to promote mitigation measures for properties. No final GMP yet.
2. Developed a spreadsheet that lists all of the properties that require a treatment system. The spreadsheet includes the following information:
  - Property address, map and lot.
  - Contact information for the property owners.
  - Record of dates that communications were sent to the property owners and tenants.
  - Property use ie. Fire Department, Commercial, Residential.
  - Indication of how many dwelling units each individual well is serving.
3. Developed and executed a contract for the Town and Advanced Radon Mitigation (ARM)
4. Developed and distributed a contract between the Town and the property owner.
5. Communicated with the affected commercial properties in order to get a clear understanding of current treatment systems that have been installed
6. Several informational meetings with Ryan Hood from ARM
7. Meeting with Russ Barton 6/4/21 to gain clarity on the Towns responsibilities with regards to properties that already have a filtration system installed
8. Weekly meetings with TA to discuss status; several conversations, meetings, and site visits are scheduled between ARM and Building Inspector as of June 3, 2021.

B. Open Items Tracking

**XVII. Adjournment**



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## SELECT BOARD AGENDA

**JUNE 7, 2021**

**7:00 P.M.**

**5:45 pm – Non-public session per RSA 91-A**

**Hutton Room, Stratham Municipal Center  
10 Bunker Hill Avenue- Stratham, NH 03885**

The public may access this meeting at the date and time above using this conference call information. Please dial the conference number **(877) 205 7349** and input **2254** when prompted for a user pin/code.

If at any time during the meeting you have difficulty hearing the proceedings, please e-mail [dmoore@strathamnh.gov](mailto:dmoore@strathamnh.gov).

To access materials related to this meeting, please see this link:

<https://www.strathamnh.gov/select-board>

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – May 17, 2021
- IV. Treasurer Report (first meeting of the month)
- V. Department Reports & Presentations
  - A. Library Director Lesley Kimball
- VI. Correspondence
  - A. Resignation of Dan Coffey from Exeter Squamscott River Local Advisory Committee
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
  - A. Barn Easement Public Hearing NH RSA 79-D (see public hearing notice)

The Select Board reserves the right to take up business in any order deemed appropriate by the Chair. A motion to enter Non-Public Session in accordance with RSA 91-A:3 may occur at any time during the meeting. Submission of items to be placed on the Agenda must be to the Town Administrator by 4 pm the Wednesday before the scheduled meeting.



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- IX. Discussion of Monthly Reports – (second meeting of the Month)
- X. New Business and Action Items
  - A. General Assessing Contract – Murdough Assessing Services
  - B. Discussion of COVID Precautions and Town Properties
  - C. Update on State and County – Emergency Generator Project – Stratham Hill
  - D. Emergency Management Discussion for June 21st
- XI. Town Administrator Report
- XII. Informational Items
- XIII. Reservations, Event Requests & Permits
  - A. Granite State Quest Parade Permit Request
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Boards and Commissions Nominations & Appointments
  - A. Brent Eastwood for nomination to the Planning Board as Alternate
  - B. Charles “Erik” Herring for nomination to the Planning Board as Alternate
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- XVI. Miscellaneous & Old Business
  - A. PFAS in Town Center
  - B. Open Items Tracking
- XVII. Adjournment

**Town of Stratham - Finance Held Accounts**

(This list does not include accounts held by the Trustees of the Trust Funds, or Library Funds)

**Balances as of 4/30/2021\***

| <b><u>Account Name:</u></b>                | <b><u>Bank:</u></b> | <b><u>Balance</u></b> |
|--|---------------------|-----------------------|
| General Fund                               | Citizen's           | \$643,202.28 *        |
| Payroll                                    | Citizen's           | \$120,135.93          |
| Investment Account                         | Citizen's           | \$6,308,197.82        |
| NHPDIP Investment (Town)                   | NHPDIP              | \$21,137.74 *         |
| NHPDIP (Recreation Funds)                  | NHPDIP              | \$4,188.78 *          |
| NHPDIP (EMS)                               | NHPDIP              | \$51,474.43 *         |
| Mobil Cistern                              | TD Bank             | \$33,820.57           |
| 200 Domain Drive Landscape Bond            | People's Bank       | \$2,550.05            |
| Bunker Hill Commons Fire Cistern           | People's Bank       | \$8,021.65            |
| Cemetery Land Fund                         | People's Bank       | \$7,506.49            |
| Drug Forfeiture Fund                       | People's Bank       | \$33.27               |
| EMS Fund                                   | People's Bank       | \$406,596.66          |
| Fire Protection Fund                       | People's Bank       | \$47,310.72           |
| Foss Property Sec. Dep.                    | People's Bank       | \$3,660.56            |
| Gifford House Sec. Deposit                 | People's Bank       | \$2,114.25            |
| Heritage Fund                              | People's Bank       | \$6,953.77            |
| Kennebunk Savings Landscape Bond           | People's Bank       | \$1,017.38            |
| Kennebunk Savings Performance (Maint) Bond | People's Bank       | \$2,543.44            |
| Lindt Offsite Improvements                 | People's Bank       | \$1,260.64            |
| Park Cottage Sec. Dep.                     | People's Bank       | \$968.10              |
| Police Detail Fund                         | People's Bank       | \$90,962.46 *         |
| Recreation Revolving                       | People's Bank       | \$218,621.04 *        |
| SHP Revolving Fund                         | People's Bank       | \$43,567.10           |
| Stratham DARE                              | People's Bank       | \$7,700.18            |
| Varsity Wireless Historic Sign             | People's Bank       | \$8,557.07            |
| <b>Total:</b>                              |                     | <b>\$8,042,102.38</b> |

**\*\* Multiple Bonds Account/DESA**

**Bond Name**

|                              |               |                     |
|------------------------------|---------------|---------------------|
| Altid Enterprises            | People's Bank | \$11,197.53         |
| Barbaras Way_2020            | People's Bank | \$18,516.86         |
| Bond Checking (Multiple )    | People's Bank | \$0.00              |
| Bunker Hill Ave Improvements | People's Bank | \$17,207.39         |
| GCNE                         | People's Bank | \$35,276.56         |
| Green Solar Surety           | People's Bank | \$4,404.08          |
| Jotaph Realty                | People's Bank | \$22,714.74         |
| Murphy Lane                  | People's Bank | \$2.69              |
| NHSPCA                       | People's Bank | \$92,371.92         |
| Robie Farms                  | People's Bank | \$195,058.71        |
| Tansy Ave                    | People's Bank | \$7,087.49          |
| Winterberry Cistern          | People's Bank | \$941.53            |
| <b>Total:</b>                |               | <b>\$404,779.50</b> |

**Total: \$8,446,881.88**

**Balance 06/03/2021**

|                    |
|--------------------|
| \$3,471,707        |
| \$151,176          |
| \$2,543,277        |
| <b>\$6,166,161</b> |

**Balance 04/30/2020**

|                    |
|--------------------|
| <b>\$8,069,607</b> |
|--------------------|

**NHPDIP**

**Current Seven Day Yield**

|              |
|--------------|
| 5/28/2021    |
| <b>0.02%</b> |

**\*Not all accounts are reconciled to Bank Statement - balances are informational only.**



## **MINUTES OF THE MAY 17, 2021 SELECT BOARD MEETING**

**MEMBERS PARTICIPATING:** Board Members Chair Mike Houghton, Vice Chair Joe Lovejoy, Board Member Allison Knab along with Town Administrator David Moore.

At 7:01 pm Mr. Houghton opened the meeting.

Mr. Houghton asked for comments on the May 10, 2021 Select Board minutes. Mr. Lovejoy motioned to approve. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton recognized Brandon Blood who came before the Board to request permission to complete an Eagle Scout Project at Stratham Hill Park. He would like to restore the dial at the top of the hill. He provided details on how he would complete the project. Mr. Blood answered the Board's questions regarding design, scope and materials. Some of the details of the project are unknown at this time therefore the Board requested Mr. Blood return to the Board through Town Administrator Moore with additional detail prior to final sign-off of the project. Mr. Lovejoy thanked him for undertaking the project and motioned for him to move forward with it. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton then recognized Parks & Recreation Director Seth Hickey along with Rich Matthes of Seacoast Velo Kids (SVK). They came before the Board to report back on their proposal to renovate and rebuild the pump track originally brought forth in January. He reported back on additional work carried out since that time, including conceptual design development, consultation with Town staff including DPW, and a site walk with the Recreation Commission. Mr. Lovejoy spoke in support of the project, especially in light of the fact that it will not cost the town anything. Ms. Knab seconded the motion and emphasized the importance of clearly communicating the project parameter and sponsorship in fundraising efforts and communications. Mr. Moore suggested a Memorandum of Agreement or similar agreement be created to define all the aspects of the project including through to construction. He also indicated it would be helpful for SVK and the Town to coordinate on an initial message defining the work. He will confer with Town counsel on the agreement. Mr. Lovejoy amended his motion to authorize the Town Administrator to work with the Seacoast Velo Kids to formalize an agreement with the Town of Stratham. Ms. Knab seconded the motion.

Mr. Hickey continued with his Parks and Recreation report. Overall, participation in spring sports is slightly down. He is finalizing their summer camp staffing. We are covering expenses with that program this year. Bone Builders has resumed, opening at capacity. They are looking for additional instructors and possibly increasing the days. 76ers will be meeting at the park this week. The summer race series has resumed. Participation is higher than usual. They are coordinating with Stratham Memorial School with 5<sup>th</sup> grade events. They will do Pizza in the Park on Thursday's again this year. In conjunction with the Library, they are offering the first outdoor movie night on Friday. It sold out within 24 hours. Based on the interest, he hopes to hold more. Pickleball and tennis games have caused an increase in court demands. He will investigate additional court options. The Trail Management Committee is meeting next Monday. He is working with Recreation Commission regarding ordinances governing Smyk Park. There was discussion regarding the prohibition of metal detecting at SHP. Historic preservation is the

main reason it is prohibited. It also causes holes which may or may not be filled by the people doing it. Mr. Houghton reminded them about the Trusts restrictions on the property.

Mr. Hickey raised the issue of groups reserving the park without requesting use of a pavilion. To get a better idea of park usage, he has been reaching out to them.

At 7:44 pm Mr. Houghton made a motion to go into a non-public session to discuss a personnel matter in accordance with NH RSA 91-A:3, II(a). Mr. Lovejoy seconded the motion. All voted in favor.

After returning to the public session, Mr. Lovejoy motioned to accept the recommendation of the Town Clerk Tax Collector to appoint James Joseph as Deputy Town Clerk Tax Collector. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton opened the Public Comments and recognized Mr. Tim Hebert and Mrs. Ann Hebert who came before the board to request a land swap so that they may gain easier access to their property. They've met with the Planning Board and the Conservation Commission. The Board voiced reluctance with granting the Hebert's request citing a commitment to the Townspeople to be stewards of the Town's assets and were not comfortable moving forward without knowing more about the strategic uses for the property in the future. The Board so no benefit to the town in granting this request; it might, in fact, set a bad precedent. However, the Board said they'd be willing to continue the conversation. The Hebert's next step is to go to the State in an attempt to get approval to build on their wetlands to which they have a deeded access.

Mr. Houghton then addressed the wearing of masks in town buildings. After discussion, it was decided to continue to require masks in the town buildings. Parks & Recreation Director Seth Hickey sought guidance from the Board regarding the sports programs while participating in outdoor activities. He has received requests from parents to drop the mask requirement for younger children participating in outdoor activities. Mr. Lovejoy noted that we have taken a cautious, conservative approach thus far and it has served us well. They decided to stay with current policy.

#### ADMINISTRATION

Mr. Moore discussed the Select Board representation on each of the committees. After doing research, Mr. Moore determined they are not bound by terms. Committee assignments were reviewed. Ms. Knab inquired if there should be a Select Board representative on the Budget Advisory Committee. This will be revisited at a later date.

Mr. Houghton directed attention to the grant that has been awarded to the Police Department in the amount of \$2,460. Ms. Knab motioned to accept the grant from the Department of Highway Safety for the Police Department. Mr. Lovejoy seconded the motion. All voted in favor.

Next, Mr. Houghton addressed the status of the American Rescue Plan. We are still awaiting guidance from the state, as they may impose restrictions additional to those from the Treasury. Mr. Moore outlined some of the details of the plan. He is reviewing potential uses for the funds,

including possible water-related infrastructure improvements including drainage improvements across Town and PFAS remediation.

#### RESERVATIONS

Mr. Moore read two requests for pavilion reservations and fee waivers due to their non-profit status. Mr. Lovejoy motioned to approve the two requests. Ms. Knab seconded the motion. All voted in favor.

#### APPOINTMENTS/NOMINATIONS

Mr. Moore met with Mr. Connors regarding the multiple applications for the vacant Planning Board position. Mr. Moore reported that Mark Connors is working with the Planning Board Chair who plans to reach out to the candidates and communicate back to staff or the Board chair per the Boards and Commissions policy.

#### ADMINISTRATION (continued)

Mr. Moore read the recommendation for an Elderly Exemption tax credit as recommended by the Town Assessor. Ms. Knab motioned to approve the recommendation. Mr. Lovejoy seconded the motion. All voted in favor.

They discussed a request by a resident to increase the Service Disability Tax Credits. In order to make any changes to this, it must be a warrant article which would be voted on by the Town. They Board will keep this on their radar and will review it as it gets closer to the appropriate time.

Mr. Moore presented documents for signature.

Mr. Moore met with Emergency Management Director David Barr to get his signature for the Hazard Mitigation Plan. They also discussed the emergency planning activities slated for 2022. Five Seabrook drills are proposed; three involving Town staff.

Ms. Knab inquired about the Route 33 presentations, as she was unable to attend. Mr. Moore said they were well received. Mr. Connor did a great job organizing and presenting the material. Although attendance was small, there were great questions and good participation.

At 9:11 pm Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II(a). Mr. Lovejoy seconded the motion. All voted in favor.

At 10:02 pm Mr. Houghton moved to seal the minutes indicated that failure to do so would render proposed actions ineffective. Mr. Lovejoy seconded the motion. All voted in favor.

At 10:03 pm Mr. Lovejoy moved to adjourn the meeting. Ms. Knab seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard  
Recording Secretary

DRAFT



## **TOWN OF STRATHAM**

### **PUBLIC HEARING**

**JUNE 7, 2021 -7:00 PM**

The Select Board will hold a public hearing in the Stratham Municipal Center to discuss, take public comment, and act upon the following seven (7) Discretionary Preservation Easements in accordance with NH RSA 79-D:

**Application by Florence E. Wiggin, 66 Squamscott Road (Tax Map 21 Lot 153).**

**Application by John & Megan O'Brien, 3 Barker Lane (Tax Map 11 Lot 28).**

**Application by Dardinski Family Trust, Alexander Dardinski - Trustee, 3 Chase Lane (Tax Map 17 Lot 52).**

**Application by Roberts Revocable Trust, William & Roberta Roberts - Trustees, 210 Portsmouth Avenue (Tax Map 21 Lot 81).**

**Application by John & Sharon Goodrich Revocable Trust, John & Sharon Goodrich – Trustees, 11 Stratham Heights Road (Tax Map 5 Lot 2).**

**Application by David E. Ryng, 271 Portsmouth Avenue (Tax Map 22 Lot 14).**

**Application by Jennifer Gunn, 173 Winnicutt Road (Tax Map 11 Lot 37).**

The applicants must demonstrate to the satisfaction of the Select Board that the application provides a public benefit through the preservation of the historic agricultural structure on their property. If such a determination is made, the terms and conditions of such an easement will be discussed, which may result in the lowering of the assessed value of the property encumbered by the easement.

Public participation is encouraged.

# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: Dardinski Family Trust

Property Location: 3 Chase Lane  
Stratham, New Hampshire 03885  
Map 17 Lot 52

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |           |
|-----------------------|-----------|
| EASEMENT TERM:        | 10 YEARS  |
| FULL BARN ASSESSMENT: | \$17,420* |
| 75% ABATEMENT:        | \$4,355*  |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor

Alex D.  
603 777-6485  
Alex.dardinski@gmail

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

## DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER (S)

|                      |                                     |  |                         |                   |
|----------------------|-------------------------------------|--|-------------------------|-------------------|
| PLEASE TYPE OR PRINT | LAST NAME<br>DARDINSKI FAMILY TRUST |  | FIRST NAME              |                   |
|                      | LAST NAME<br>DARDINSKI              |  | FIRST NAME<br>ALEXANDER |                   |
|                      | STREET ADDRESS<br>3 CHASE LANE      |  |                         |                   |
|                      | STREET (continued)                  |  |                         |                   |
|                      | TOWN/CITY<br>STRATHAM               |  | STATE<br>NH             | ZIP CODE<br>03885 |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|                      |   |             |             |                      |                |
|----------------------|---|-------------|-------------|----------------------|----------------|
| PLEASE TYPE OR PRINT | STREET<br>3 CHASE LANE  |             |             |                      |                |
|                      | TOWN/CITY<br>STRATHAM   |             |             | COUNTY<br>ROCKINGHAM |                |
|                      | NUMBER OF ACRES<br>2.18   | MAP #<br>17 | LOT #<br>52 | BOOK #<br>6021       | PAGE #<br>1685 |
|                      | CHECK ONE:<br>Original Application <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |             |             | Tax Year<br>2021     |                |

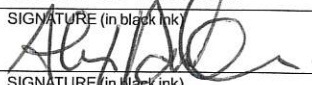
## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.

PLEASE SEE ATTACHED STATEMENT

How many square feet will be subject to the easement?  
4,766

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|   |  |                   |
|---|--|-------------------|
| TYPE OR PRINT NAME (in black ink)<br>Alexander Dardinski, trustee | SIGNATURE (in black ink)<br> | DATE<br>3/25/2021 |
| TYPE OR PRINT NAME (in black ink)                                 | SIGNATURE (in black ink)   | DATE              |
| TYPE OR PRINT NAME (in black ink)                                 | SIGNATURE (in black ink)   | DATE              |
| TYPE OR PRINT NAME (in black ink)                                 | SIGNATURE (in black ink)   | DATE              |

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

|                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> APPROVED | Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials. |
| <input type="checkbox"/> DENIED   |   |
| Comments:                         |   |
|                                   |   |

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

|                                    |                          |      |
|------------------------------------|--------------------------|------|
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |

**STEP 7 DOCUMENTATION**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|



## OVER INFORMATION

| Date       | Book | Page | Type | Price Grantor                  |
|------------|------|------|------|--------------------------------|
| 07/30/2019 | 6021 | 1685 | Q1   | 475,000 DEANE, RONALD D.       |
| 06/30/1989 | 2798 | 2402 | Q1   | 225,000 JEWETT HILL ASSOCIATES |

## LISTING HISTORY



HENRY SALTER HOUSE CIRCA 1815 FEDERAL PERIOD 2-STORY W/LATER WING, 2 BARNS OWNED BY CHARLES & GEORGE CHASE FAMILY FROM 1882; FRONT EARLY 1800 BACK EARLY 1900; LOW CEIL. IN BSM; INC LOT 50 & 52 NOT SUBDIVIDEABLE, GAR 30 X 22 ATT TO BARN; HOUSE FACES RT 33 DRIVEWAY OFF CHASE=NC; EPU=DIRT FLOOR ONLY; 2019 SALE STATES HIGHLY MOTIVATED SELLERS, NEW BUDERUS FURNACE, ANDERSON WINDOW, RADIANT FLOOR HEAT, ORIGINAL MOLDINGS, SPIRAL ENTRY STAIRCASE, WELL-MAINTAINED, 6 BEDROOMS

## EXTRA FEATURES VALUATION

## MUNICIPAL SOFTWARE BY AVILAR



| Year | Building   | Features                              | Land       |
|------|------------|---------------------------------------|------------|
| 2019 | \$ 317,300 | \$ 37,100<br>Parcel Total: \$ 535,300 | \$ 180,900 |
| 2020 | \$ 317,300 | \$ 37,100<br>Parcel Total: \$ 535,300 | \$ 180,900 |
| 2021 | \$ 317,300 | \$ 37,100<br>Parcel Total: \$ 535,300 | \$ 180,900 |

## LAND VALUATION

# LAST KEY ALLOCATION 2019

Zone: RA RES/AGRI Minimum Acreage: 2.00 Minimum Frontage: 200

**Sites:**

### Driveway:

**Road:**

| Land Type | Units           | Base Rate | NC | Adj | Site | Road | DWY | Topography | Cond | Ad Valorem | SPI | R | Tax Value      | Notes              |
|-----------|-----------------|-----------|----|-----|------|------|-----|------------|------|------------|-----|---|----------------|--------------------|
| IF RES    | 2,000 ac        | 180,000   | E  | 100 | 100  | 100  | 100 |            | 100  | 180,000    | 0   | N | 180,000        | PORTSMOUTH INFLUEN |
| IF RES    | 0.180 ac        | x 5,000   | X  | 100 |      |      |     |            | 100  | 900        | 0   | N | 900            |                    |
|           | <b>2,180 ac</b> |           |    |     |      |      |     |            |      | 180,900    |     |   | <b>180,900</b> |                    |

## 2.180 ac

**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, Alexander Dardinski & Katherine Walton Dardinski, Trustees of the Dardinski Family Trust of 3 Chase Lane, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for ourselves, our successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of **10 years** on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 3 Chase Lane, described as follows:

The main 1 story barn (circa mid 1882) measuring 84' x 31' and the attached 1 story barn measuring 46' x 47'. The property is also described as Tax Map 17 Lot 52. Also reference Grantors title Book 6021 Page 1685, Rockingham County Registry of Deeds. Also known as 3 Chase Lane, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Alexander Dardinski, Trustee  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Katherine Walton Dardinski, Trustee  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed Alexander Dardinski known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed Katherine Walton Dardinski known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**

Alexander Dardinski & Katherine Walton Dardinski, Trustees of The Dardinski Family Trust  
3 Chase Lane, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: John & Sharon Goodrich

Property Location: 11 Stratham Heights Road  
Stratham, New Hampshire 03885  
Map 5 Lot 2

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |          |
|-----------------------|----------|
| EASEMENT TERM:        | 10 YEARS |
| FULL BARN ASSESSMENT: | \$8,583* |
| 75% ABATEMENT:        | \$2,146* |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER(S)

|                      |                        |          |            |        |
|----------------------|------------------------|----------|------------|--------|
| PLEASE TYPE OR PRINT | LAST NAME              | GOODRICH | FIRST NAME | John   |
|                      | LAST NAME              | GOODRICH | FIRST NAME | SHARON |
|                      | STREET ADDRESS         |          |            |        |
|                      | 11 STRATHAM HEIGHTS RD |          |            |        |
|                      | STREET (continued)     |          |            |        |
|                      | TOWN/CITY              | STATE    | ZIP CODE   |        |
|                      | STRATHAM               | NH       | 03885      |        |

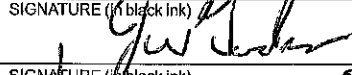
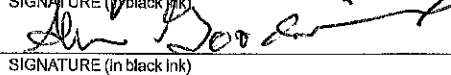
## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|                      |   |       |       |   |        |
|----------------------|---|-------|-------|---|--------|
| PLEASE TYPE OR PRINT | STREET  |       |       |   |        |
|                      | 11 STRATHAM HEIGHTS RD                        |       |       |   |        |
|                      | TOWN/CITY                                     |       |       | COUNTY                                      |        |
|                      | STRATHAM                                      |       |       | Rockingham                                  |        |
|                      | NUMBER OF ACRES                               | MAP # | LOT # | BOOK #                                      | PAGE # |
|                      | 6.1   | 5     | 2     |   |        |
|                      | CHECK ONE:                                    |       |       | Tax Year                                    |        |
|                      | Original Application <input type="checkbox"/> |       |       | Renewal <input checked="" type="checkbox"/> |        |

## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

|   |
|---|
| Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary. |
| MID 18 <sup>th</sup> CENTURY WAREHOUSE BARN   |
| How many square feet will be subject to the easement?   |
| 1800  |

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|                                   |  |         |
|-----------------------------------|--|---------|
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE    |
| John Goodrich                     |  | 4/15/21 |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE    |
| SHARON Goodrich                   |  | 4/15/21 |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE    |
|                                   |  |         |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE    |
|                                   |  |         |



NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

|                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> APPROVED | Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials. |
| <input type="checkbox"/> DENIED   |   |
| Comments:                         |   |
|                                   |   |

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

|                                    |                          |      |
|------------------------------------|--------------------------|------|
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |

**STEP 7 DOCUMENTATION**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**

**GENERAL INSTRUCTIONS**

|                      |  |
|----------------------|--|
| <b>WHO MUST FILE</b> | Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.   |
| <b>WHAT TO FILE</b>  | Land owners submitting a completed application, Form PA-36-A, shall also:<br>Submit a map showing:<br>(a) The location of the historic agricultural structure; and<br>(b) The number of square feet to be included in the discretionary preservation easement.   |
| <b>WHEN TO FILE</b>  | A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.  |
| <b>WHERE TO FILE</b> | Once completed and signed in black ink, this form and attachments shall be filed as follows:<br>Original: Register of Deeds<br>Copy: Local Assessing Officials<br>Copy: Land Owner   |
| <b>APPEALS</b>       | If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11.<br><br>Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at <a href="http://www.state.nh.us/btla">www.state.nh.us/btla</a> . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial. |
| <b>ADA</b>           | Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.   |
| <b>NEED HELP</b>     | Contact your local municipality or the Property Appraisal Division at (603) 230-5950.  |

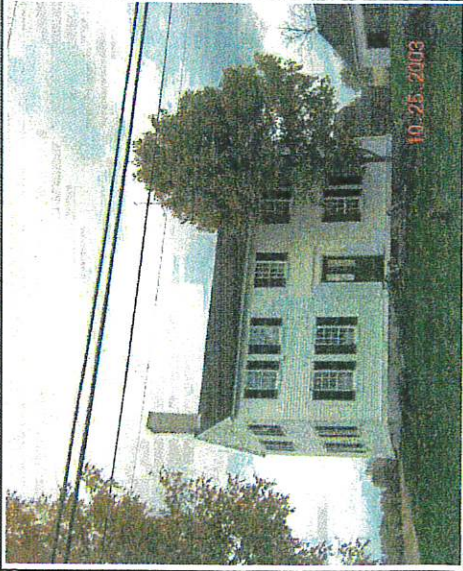
**LINE-BY-LINE INSTRUCTIONS**

|               |   |
|---------------|---|
| <b>STEP 1</b> | Enter the complete name(s), address, municipality, state and zip code of the property owner(s) requesting a discretionary preservation easement under RSA 79-D:3.   |
| <b>STEP 2</b> | Enter the location information of the land and Historic Agricultural Structure being classified in the spaces provided. Check whether original application or renewal and enter the tax year the easement is to be granted. |
| <b>STEP 3</b> | Describe how the Historic Agricultural Structure meets the requirements of RSA 79-D:3 and how many square feet will be subject to the easement. Submit additional sheets, if necessary.                                     |
| <b>STEP 4</b> | All owners of record must type or print their full name, sign and date in black ink on the lines provided. If there are more than four owners, submit a supplemental list of all additional owners names and signatures.    |
| <b>STEP 5</b> | To be completed by the local assessing officials, indicating approval or denial pending final approval of selectmen or assessors.   |
| <b>STEP 6</b> | Signatures of a majority of the local selectmen or tax assessors on the lines provided indicates final approval.  |
| <b>STEP 7</b> | Indicate whether a map has been included as described.<br><b>If the map is missing or this application is incomplete, this application shall be denied in accordance with RSA 79-D:4,II.</b>                                |





| OWNER  |                    | TAXABLE DISTRICTS              |            | BUILDING DETAILS  |  |
|--|--------------------|--------------------------------|------------|---|--|
| <b>GOODRICH JOHN &amp; SHARON TRUS</b><br>JOHN & SHARON GOODRICH REVOCAB<br>11 STRATHAM HEIGHTS ROAD<br><br>STRATHAM, NH 03885 |                    | District                       | Percentage | Model: 2.00 STORY FRAME COLONIAL<br>Roof: GABLE OR HIP/ASPHALT<br>Ext: CLAPBOARD<br>Int: PLASTER<br>Floor: PINE/SOFT WD<br>Heat: OIL/HOT WATER<br>Bedrooms: 4    Baths: 2.0    Fixtures:<br>Extra Kitchens:    Fireplaces:<br>A/C: No    Generators:<br>Quality: A4 EXC<br>Com. Wall:<br>Size Adj: 1.0516    Base Rate: RSA 90.00<br>Bldg. Rate: 1.3995<br>Sq. Foot Cost: \$ 125.96 |  |
| PERMITS  |                    |                                |            |   |  |
| Date   | Project Type       | Notes                          |            |   |  |
| 08/13/13   | RESIDENTIAL ACCESS | CONTINUING RENOVATIONS ON BOTH |            |   |  |
| 09/22/08   | RESIDENTIAL ACCESS | BARN RENOVATIONS               |            |   |  |
| 05/06/04   | COMM ELECTRICAL    | BP 2004-327;11 STRATHAM HEIGHT |            |   |  |



| BUILDING SUB AREA DETAILS |                |       |              |
|---------------------------|----------------|-------|--------------|
| ID                        | Description    | Area  | Adj. Effect. |
| OPF                       | OPEN PORCH FIN | 144   | 0.25         |
| 36                        |                |       |              |
| BMU                       | BSMNT          | 1190  | 0.15         |
| 179                       |                |       |              |
| FFF                       | FST FLR FIN    | 1190  | 1.00         |
| 1190                      |                |       |              |
| UFF                       | UPPER FLR FIN  | 760   | 1.00         |
| 760                       |                |       |              |
| GLA:                      | 1,950          | 3,284 | 2,165        |

| 2019 BASE YEAR BUILDING VALUATION |            |
|-----------------------------------|------------|
| Market Cost New:                  | \$ 272,703 |
| Year Built:                       | 1750       |
| Condition For Age:                | GOOD       |
| Physical:                         | 33 %       |
| Functional:                       |            |
| Economic:                         |            |
| Temporary:                        | UC-2018    |
| Total Depreciation:               | 10 %       |
|                                   | 43 %       |
| Building Value:                   | \$ 155,400 |

**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, John & Sharon Goodrich Trustees of the Goodrich Revocable Trust of 11 Stratham Heights Road, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for ourselves, our successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 11 Stratham Heights Road, described as follows:

The main Yankee Barn (circa mid 1800's) and the attached Monitor Barn. The property is also described as Tax Map 5 Lot 3. Also reference Grantors title Book 5137 Page 2582, Rockingham County Registry of Deeds. Also known as 11 Stratham Heights Road, and shown on Plan #D-30427 recorded at the Rockingham County Registry of Deeds, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John Goodrich, Trustee  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sharon Goodrich, Trustee  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed John Goodrich known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed Sharon Goodrich known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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



**DISCRETIONARY PRESERVATION EASEMENT DEED**

John and Sharon Goodrich, 11 Stratham Heights Road, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: Jennifer Gunn

Property Location: 173 Winnicutt Road  
Stratham, New Hampshire 03885  
Map 11 Lot 37

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |           |
|-----------------------|-----------|
| EASEMENT TERM:        | 10 YEARS  |
| FULL BARN ASSESSMENT: | \$35,124* |
| 75% ABATEMENT:        | \$8,781*  |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

## DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER (S)

|                      |   |  |                               |                          |
|----------------------|---|--|-------------------------------|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME<br><b>GUNN</b>                    |  | FIRST NAME<br><b>JENNIFER</b> |                          |
|                      | LAST NAME                                   |  | FIRST NAME                    |                          |
|                      | STREET ADDRESS<br><b>173 WINNICUTT ROAD</b> |  |                               |                          |
|                      | STREET (continued)                          |  |                               |                          |
|                      | TOWN/CITY<br><b>STRATHAM</b>                |  | STATE<br><b>NH</b>            | ZIP CODE<br><b>03885</b> |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|                      |   |                    |                    |                             |        |
|----------------------|---|--------------------|--------------------|-----------------------------|--------|
| PLEASE TYPE OR PRINT | STREET<br><b>173 WINNICUTT ROAD</b>   |                    |                    |                             |        |
|                      | TOWN/CITY<br><b>STRATHAM</b>  |                    |                    | COUNTY<br><b>ROCKINGHAM</b> |        |
|                      | NUMBER OF ACRES<br><b>14.6</b>  | MAP #<br><b>11</b> | LOT #<br><b>37</b> | BOOK #                      | PAGE # |
|                      | CHECK ONE:<br>Original Application <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |                    |                    | Tax Year<br><b>2021</b>     |        |

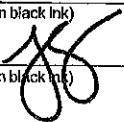
## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.

PLEASE SEE ATTACHED STATEMENT.

How many square feet will be subject to the easement?  
**4,930**

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|   |   |                       |
|---|---|-----------------------|
| TYPE OR PRINT NAME (in black ink)<br><b>JENNIFER GUNN</b> | SIGNATURE (in black ink)<br> | DATE<br><b>4/9/21</b> |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink)  | DATE                  |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink)  | DATE                  |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink)  | DATE                  |

OWNER INFORMATION

**GUNN, JENNIFER**  
173 WINNICUTT ROAD  
STRATHAM, NH 03885

SALES HISTORY

| Date       | Book | Page | Type | Price | Grantor                        |
|------------|------|------|------|-------|--------------------------------|
| 10/29/2015 | 5666 | 0564 | U139 |       | GUNN, MATTHEW                  |
| 10/24/2007 | 4855 | 1230 | U138 |       | GUNN                           |
| 08/18/2005 | 4533 | 2534 | U154 |       | GUNN MAX GEOFFREY              |
| 07/11/2005 | 4511 | 1190 | Q1   |       | 416,733 E.G.P. DEVELOPMENT COR |
| 09/01/2004 | 4355 | 2137 | U118 |       | 250,000 PEABODY KATHERINE      |

PICTURE



LISTING HISTORY

09/24/07 ALPR  
06/18/02 VMRM  
06/15/99 JRPR  
07/07/94 GCS

NOTES

OLD MAP 4 - 35) CONSERVATION EASEMENT D-32084-10/22/2004- 11.683 AC  
CE- 2.926 HOUSE LOT ALSO SEE ON PLAN HAMPTON WATER WORKS WELL  
RADIUS ESMNT 18.27- LOT FROM PEABODY FARM CLUSTER DEV-14.609  
ACRES STRATHAM & 2.434 GREENLAND; ZBA APP COMMERCIAL  
LANDSCAPING;

EXTRA FEATURES VALUATION

| Feature Type         | Units | Length  | Width | Size | Adj | Rate  | Cond | Market Value  | Notes |
|----------------------|-------|---------|-------|------|-----|-------|------|---------------|-------|
| BARN-2STRY/LOFT/BSMT | 3,828 | 87 x 44 |       | 64   |     | 26.00 | 50   | 31,849        | 79-D  |
| SHED-WOOD            | 846   | 47 x 18 |       | 79   |     | 7.00  | 70   | 3,275         | 79-D  |
| BARN-1STRY           | 256   | 16 x 16 |       | 123  |     | 22.00 | 50   | 3,464         |       |
|                      |       |         |       |      |     |       |      | <b>38,600</b> |       |

MUNICIPAL SOFTWARE BY A/V/TAR



PARCEL TOTAL TAXABLE VALUE

| Year | Building   | Features                 | Land       |
|------|------------|--------------------------|------------|
| 2019 | \$ 282,100 | \$ 38,600                | \$ 184,759 |
|      |            | Parcel Total: \$ 505,459 |            |
| 2020 | \$ 282,100 | \$ 38,600                | \$ 184,759 |
|      |            | Parcel Total: \$ 505,459 |            |
| 2021 | \$ 282,100 | \$ 38,600                | \$ 184,724 |
|      |            | Parcel Total: \$ 505,424 |            |

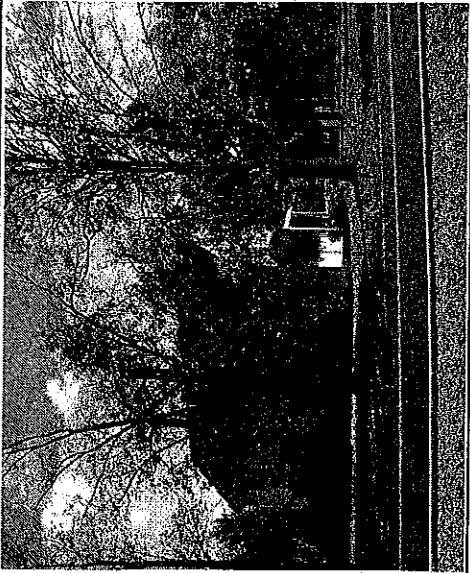
LAND VALUATION

| Zone: RA RES/AGRI |                  |           |    | Minimum Acreage: 2.00 |      |      |      | Minimum Frontage: 200 |      |                |       |
|-------------------|------------------|-----------|----|-----------------------|------|------|------|-----------------------|------|----------------|-------|
| Land Type         | Units            | Base Rate | NC | Adj                   | Site | Road | DWay | Topography            | Cond | Ad Valorem     | SPI R |
| 1F RES            | 2,000 ac         | 180,000   | E  | 100                   | 100  | 100  | 100  |                       | 100  | 180,000        | 0 N   |
| 1F RES            | 0.926 ac         | x 5,000   | X  | 87                    |      |      |      |                       | 100  | 4,000          | 0 N   |
| FARMLAND          | 11.683 ac        | x 5,000   | X  | 87                    |      |      |      |                       | 10   | 5,100          | 10 N  |
|                   | <b>14.609 ac</b> |           |    |                       |      |      |      |                       |      | <b>189,100</b> |       |
|                   |                  |           |    |                       |      |      |      |                       |      | <b>184,724</b> |       |

Driveway: Road:

| Year | Building   | Features                 | Land       |
|------|------------|--------------------------|------------|
| 2019 | \$ 282,100 | \$ 38,600                | \$ 184,759 |
|      |            | Parcel Total: \$ 505,459 |            |
| 2020 | \$ 282,100 | \$ 38,600                | \$ 184,759 |
|      |            | Parcel Total: \$ 505,459 |            |
| 2021 | \$ 282,100 | \$ 38,600                | \$ 184,724 |
|      |            | Parcel Total: \$ 505,424 |            |

LAST REVALUATION 2019

|   |                    |                                      |  |                   |                                     |                          |
|---|--------------------|--------------------------------------|--|-------------------|-------------------------------------|--------------------------|
|  | OWNER              |                                      | TAXABLE DISTRICTS                                  |                   | BUILDING DETAILS                    |                          |
|   | GUNN, JENNIFER     |                                      | District   | Percentage        | Model: 2.50 STORY FRAME COLONIAL    |                          |
|   | 173 WINNICUTT ROAD |                                      |  |                   | Roof: GABLE OR HIP/ASPHALT          |                          |
| STRATHAM, NH 03885  |                    |                                      |  |                   | Ext: CLAPBOARD                      |                          |
|   |                    | PERMITS                              |  |                   |                                     | Int: PLASTER/DRYWALL     |
|   |                    | Date                                 | Project Type                                       | Notes             | Floor: PINE/SOFT WD/LINOLEUM OR SIM |                          |
|   |                    | 04/27/10                             | SIGN   | FAT CODPLANTSCAPE | Heat: OIL/FA DUCTED                 |                          |
|   |                    | 09/23/08                             | RESIDENTIAL ACCESS BARN FOR DONKEYS 16' X 16'      |                   | Bedrooms: 4                         | Baths: 1.0               |
|   |                    | 09/01/05                             | RESIDENTIAL ROOFIN                                 |                   | Extra Kitchens:                     | Fixtures:                |
|   |                    | 08/18/05                             | RESIDENTIAL ROOFIN BP 2005-451; 173 WINNICUTT ROAD |                   | A/C: No                             | Fireplaces:              |
|   |                    |                                      |  |                   | Generators:                         |                          |
|   |                    |                                      |  |                   | Quality: A4 EXC                     |                          |
|   |                    |                                      |  |                   | Com. Wall:                          |                          |
|   |                    |                                      |  |                   | Size Adj: 0.9330                    | Base Rate: RSA 90.00     |
|   |                    |                                      |  |                   |                                     | Bldg. Rate: 1.2033       |
|   |                    |                                      |  |                   |                                     | Sq. Foot Cost: \$ 108.29 |
|   |                    | BUILDING SUB AREA DETAILS            |  |                   |                                     |                          |
|   |                    | ID                                   | Description  | Area              | Adj.                                | Effect.                  |
|   |                    | OPF                                  | OPEN PORCH FIN                                     | 168               | 0.25                                | 42                       |
|   |                    | ATU                                  | ATTIC  | 396               | 0.10                                | 40                       |
|   |                    | FFF                                  | FST FLR FIN  | 1684              | 1.00                                | 1684                     |
|   |                    | HSU                                  | 1/2 STRY UNFIN                                     | 1288              | 0.25                                | 322                      |
|   |                    | UFF                                  | UPPER FLR FIN                                      | 1288              | 1.00                                | 1288                     |
|   |                    | BMU                                  | BSMNT  | 1288              | 0.15                                | 193                      |
|   |                    | GLA:                                 | 2,972  | 6,112             |                                     | 3,569                    |
|   |                    | 2019 BOSTON AREA BUILDING EVALUATION |  |                   |                                     |                          |
|   |                    | Market Cost New:                     |  |                   | \$ 386,487                          |                          |
|   |                    | Year Built:                          |  |                   | 1700                                |                          |
|   |                    | Condition For Age:                   |  |                   | VERY GOOD                           |                          |
|   |                    | Physical:                            |  |                   | 27 %                                |                          |
|   |                    | Functional:                          |  |                   |                                     |                          |
|   |                    | Economic:                            |  |                   |                                     |                          |
|   |                    | Temporary:                           |  |                   |                                     |                          |
|   |                    | Total Depreciation:                  |  |                   | 27 %                                |                          |
|   |                    | Building Value:                      |  |                   | \$ 282,100                          |                          |

**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, I, Jennifer Gunn of 173 Winnicutt Road, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for myself, my successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 173 Winnicutt Road, described as follows:

The main 2 story barn with a basement measuring 87' x 44' and the single story barn measuring 47' x 18'. The property is also described as Tax Map 11 Lot 37. Also reference Grantors title, Book 5666 Page 0564, Rockingham County Registry of Deeds. Also known as 173 Winnicutt Road, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.



WITNESS MY HANDS this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer Gunn  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed Jennifer Gunn known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**

Jennifer Gunn, 173 Winnicutt Road, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: John & Megan O'Brien

Property Location: 3 Barker Lane  
Stratham, New Hampshire 03885  
Map 11 Lot 28

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |           |
|-----------------------|-----------|
| EASEMENT TERM:        | 10 YEARS  |
| FULL BARN ASSESSMENT: | \$15,995* |
| 75% ABATEMENT:        | \$3,999*  |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER (S)

|                      |                    |          |            |       |
|----------------------|--------------------|----------|------------|-------|
| PLEASE TYPE OR PRINT | LAST NAME          | O'Brien  | FIRST NAME | John  |
|                      | LAST NAME          | O'Brien  | FIRST NAME | Megan |
|                      | STREET ADDRESS     |          |            |       |
|                      | 3 Barker Lane      |          |            |       |
|                      | STREET (continued) |          |            |       |
|                      | TOWN/CITY          | Stratham | STATE      | NH    |
|                      |                    |          | ZIP CODE   | 03885 |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|  |                                  |       |       |            |        |
|--|----------------------------------|-------|-------|------------|--------|
| PLEASE TYPE OR PRINT                                     | STREET                           |       |       |            |        |
|  | Barker Lane                      |       |       |            |        |
|  | TOWN/CITY                        |       |       | COUNTY     |        |
|  | Stratham                         |       |       | Rockingham |        |
|  | NUMBER OF ACRES                  | MAP # | LOT # | BOOK #     | PAGE # |
|  |                                  | 11    | 28    |            |        |
| CHECK ONE:   | Tax Year                         |       |       |            |        |
| Original Application <input checked="" type="checkbox"/> | Renewal <input type="checkbox"/> | 2021  |       |            |        |

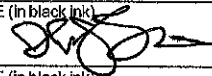
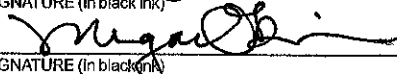
## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.

See attachmet 1, photos and map, attachment 2

How many square feet will be subject to the easement? approx. 8,500 sq. ft.

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|                                   |  |           |
|-----------------------------------|--|-----------|
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE      |
| John M. O'Brien                   |  | 3/24/2021 |
| Megan L. O'Brien                  |  | 3/24/2021 |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE      |
|                                   |  |           |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink)   | DATE      |
|                                   |  |           |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

|                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> APPROVED | Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials. |
| <input type="checkbox"/> DENIED   |   |
| Comments:                         |   |
|                                   |   |

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

|                                    |                          |      |
|------------------------------------|--------------------------|------|
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |

**STEP 7 DOCUMENTATION**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

| OWNER INFORMATION   |      | Date   | Buyer |                |      |
|---|------|--|-------|----------------|------|
| O'BRIEN, JOHN M.<br>O'BRIEN, MEGAN<br>3 BARKER LANE<br><br>STRATHAM, NH 03885 |      | 03/30/2016   | 5     |                |      |
|   |      | 12/18/2009   | 5     |                |      |
|   |      | 03/30/2005   | 4     |                |      |
|   |      | 08/30/2000   | 3     |                |      |
| LISTING HISTORY   |      | Feature Type   | Units | Length x Width | Size |
| 05/02/18  | JPL  | FIREPLACE 1-STAND  | 1     |                |      |
| 04/26/18  | JJPM | BARN-2STRY   | 2,844 | 36 x 79        |      |
| 05/06/11  | JJUM | SHED-WOOD  | 300   | 12 x 25        |      |
| 10/26/09  | ALHC | SHED-WOOD  | 384   | 16 x 24        |      |
| 05/11/04  | VMPL | GARAGE-1 STY/ATTIC   | 528   | 22 x 24        |      |
| 02/27/03  | TMRM |  |       |                |      |
| 03/19/02  | CMRL |  |       |                |      |
| 08/04/94  | TW   |  |       |                |      |
| EXTRA FEATURES  |      | WINNICUT R<br>TOWN OF ST<br>LOT 50 & 51;<br>EXCELLENT<br>MAP 11-27 W<br>BE 100 W/O S |       |                |      |

| Zone: RA  | RES/AGRI         | Minimum Acreage: 2.00 | Minimum Fro |
|-----------|------------------|-----------------------|-------------|
| Land Type | Units            | Base Rate             | NC Adj      |
| IF RES    | 1.250 ac         | 176,250               | E 100       |
| FARM LAND | 43.230 ac        | x 5,000               | X 68        |
| FARM LAND | 2.470 ac         | x 5,000               | X 68        |
|           | <b>46.950 ac</b> |                       |             |



| PICTURE  |  | OWNER   | TAXABLE DISTRICTS            |            | BUILDING DETAILS  |  |
|----------|--|---|------------------------------|------------|---|--|
|          |  | O'BRIEN, JOHN M.<br>O'BRIEN, MEGAN<br>3 BARKER LANE<br>STRATHAM, NH 03885 | District                     | Percentage | Model: 2.00 STORY FRAME COLONIAL<br>Roof: GABLE OR HIP/ASPHALT<br>Ext: CLAPBOARD<br>Int: DRYWALL<br>Floor: PINE/SOFT WD/HARDWOOD<br>Heat: GAS/FA DUCTED<br>Bedrooms: 5 Baths: 3.5<br>Extra Kitchens: Fixtures:<br>A/C: Yes 100.00 % Fireplaces:<br>Generators:<br>Quality: A5 EXC+10<br>Com. Wall:<br>Size Adj: 0.8930 Base Rate: RSA 90.00<br>Bldg. Rate: 1.3652<br>Sq. Foot Cost: \$ 122.87 |  |
|          |  |   |                              |            |   |  |
|          |  |   |                              |            |   |  |
| PERMITS  |  | 2010 B. SE. YEAR-BUILDING VALUATION                                       |                              |            |   |  |
| Date     | Project Type                                     | Notes   | Market Cost New: \$ 561,024  |            |   |  |
| 12/13/17 | RESIDENTIAL HVAC                                 | INSTALL DECORATIVE GAS STOVE W  | Year Built: 1750             |            |   |  |
| 12/04/17 | RESIDENTIAL ELECTR SERVICE UPGRADE               |   | Condition For Age: EXCELLENT |            |   |  |
| 01/13/17 | RESIDENTIAL ALTERAREMODEL KITCHEN/DINING, MUDROO |   | Physical: 16 %               |            |   |  |
| 11/22/16 | DEMOLITION                                       | 23X25 ONE-STORY GARAGE; 12X25   | Functional:                  |            |   |  |
| 05/16/11 | SIGN   | 3X2 FREE-STANDING SIGN (BP2011  | Economic:                    |            |   |  |
| 05/25/10 | RESIDENTIAL GAS PI                               | REPLACE WATER HEATER W/75 GAL.  | Temporary:                   |            |   |  |
| 03/29/10 | RESIDENTIAL ADDITI                               | CONVERT ACCESSORY APT BACK TO   | Total Depreciation:          |            |   |  |
|          |  |   | Building Value: \$ 471,300   |            |   |  |

| ID   | Description   | Area  | Adj. | Effect. |
|------|---------------|-------|------|---------|
| DEK  | DECK/ENTRANCE | 65    | 0.10 | 7       |
| HSF  | 1/2 STRY FIN  | 150   | 0.50 | 75      |
| EPF  | ENCLSD PORCH  | 117   | 0.70 | 82      |
| PAT  | PATIO         | 380   | 0.10 | 38      |
| ATU  | ATTIC         | 1344  | 0.10 | 134     |
| UFF  | UPPER FLR FIN | 1368  | 1.00 | 1368    |
| FFF  | FST FLR FIN   | 2483  | 1.00 | 2483    |
| BMU  | BSMNT         | 2279  | 0.15 | 342     |
| CRL  | CRAWL SPACE   | 140   | 0.05 | 7       |
| CTH  | CATHEDRAL     | 300   | 0.10 | 30      |
| GLA: | 3,926         | 8,626 |      | 4,566   |

| FRONTAGE |    |
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**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, John & Megan O'Brien of 3 Barker Lane, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for ourselves, our successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 3 Barker Lane, described as follows:

The main 2 story barn with a basement measuring 36' x 79'. The property is also described as Tax Map 11 Lot 28. Also reference Grantors title, Book 5702 Page 0639, Rockingham County Registry of Deeds. Also known as 3 Barker Lane, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.



## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John O'Brien  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Megan O'Brien  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed John O'Brien known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed Megan O'Brien known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**  
John and Megan O'Brien, 3 Barker Lane, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: Roberts Revocable Trust

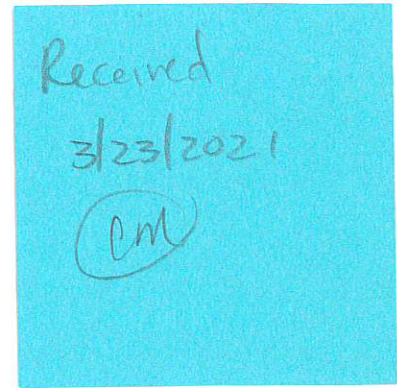
Property Location: 210 Portsmouth Avenue  
Stratham, New Hampshire 03885  
Map 21 Lot 81

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |          |
|-----------------------|----------|
| EASEMENT TERM:        | 10 YEARS |
| FULL BARN ASSESSMENT: | \$8,900* |
| 75% ABATEMENT:        | \$2,225* |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor



FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

## DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER (S)

|                      |   |                         |
|----------------------|---|-------------------------|
| PLEASE TYPE OR PRINT | LAST NAME<br>ROBERTS REVOCABLE TRUST    | FIRST NAME              |
|                      | LAST NAME<br>ROBERTS                    | FIRST NAME<br>WILLIAM H |
|                      | STREET ADDRESS<br>210 PORTSMOUTH AVENUE |                         |
|                      | STREET (continued)<br>P.O. BOX 244      |                         |
|                      | TOWN/CITY<br>STRATHAM                   | STATE<br>NH             |
|                      |   | ZIP CODE<br>03885       |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|                      |   |             |                      |                  |
|----------------------|---|-------------|----------------------|------------------|
| PLEASE TYPE OR PRINT | STREET<br>210 PORTSMOUTH AVENUE   |             |                      |                  |
|                      | TOWN/CITY<br>STRATHAM   |             | COUNTY<br>ROCKINGHAM |                  |
|                      | NUMBER OF ACRES<br>10.52  | MAP #<br>21 | LOT #<br>81          | BOOK #           |
|                      |   |             | PAGE #               |                  |
|                      | CHECK ONE:<br>Original Application <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |             |                      | Tax Year<br>2021 |


## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.  
Please see attached sheet.


How many square feet will be subject to the easement? 1,070

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|  |   |                   |
|--|---|-------------------|
| TYPE OR PRINT NAME (in black ink)<br>William H. Roberts, trustee | SIGNATURE (in black ink)<br><i>William H. Roberts</i> | DATE<br>3/16/21   |
| TYPE OR PRINT NAME (in black ink)<br>Roberta F. Roberts, trustee | SIGNATURE (in black ink)<br><i>Roberta F. Roberts</i> | DATE<br>3/16/2021 |
| TYPE OR PRINT NAME (in black ink)                                | SIGNATURE (in black ink)                              | DATE              |
| TYPE OR PRINT NAME (in black ink)                                | SIGNATURE (in black ink)                              | DATE              |

| OWNER INFORMATION   |               | SALES HISTORY   |            |       |         | PICTURE |       |
|---|---------------|---|------------|-------|---------|---------|-------|
| Date  | Book          | Page  | Type       | Price | Grantor |         |       |
| <b>ROBERTS REVOCABLE TRUST</b><br>WILLIAM H & ROBERTA F TRUSTEE<br>210 PORTSMOUTH AVENUE<br>P. O. BOX 244<br>STRATHAM, NH 03885 |               |   |            |       |         |         |       |
| LISTING HISTORY   |               | NOTES   |            |       |         |         |       |
| 09/18/01  | VMMML         | HEZEKIAH H. LEAVITT HOUSE CIRCA 1880, 2.5 ST W/CONNECTED BARN   |            |       |         |         |       |
| 06/17/94  | TR            | H.H. LEAVITT BUILT THE C. 1877 OLD TOWN HALL; (OLD MAP 5-17)WD STOVE HEARTH;STN FNDTN;FLOODS SPRING & HEAVY RAIN;HOTTUB IN EPF NOT BUILT IN;GRN HSE = EPF& BARN ATTACHED TO HSE; SOME CEILING CRACKS, PEELING THROUGHOUT HSE, HSE AVG. SHAPE TO AGE = 1897, 2 ROOMS NOT HEATED UPSTAIRS |            |       |         |         |       |
| EXTRA FEATURES VALUATION  |               |   |            |       |         |         |       |
| Feature Type  | Units         | Length  | Width      | Size  | Adj     | Rate    | Cond  |
| BARN-2STRY/LOFT   | 832           | 26  | x          | 32    | 79      | 24.00   | 50    |
| SHED-WOOD   | 238           | 14  | x          | 17    | 127     | 7.00    | 50    |
|   |               |   |            |       |         |         | 8,900 |
| MUNICIPAL SOFTWARE BY AVATAR  |               |   |            |       |         |         |       |
|    |               |   |            |       |         |         |       |
| PARCEL TOTAL TAXABLE VALUE  |               |   |            |       |         |         |       |
| Year  | Building      | Features  | Land       |       |         |         |       |
| 2019  | \$ 201,200    | \$ 8,900  | \$ 208,800 |       |         |         |       |
|   | Parcel Total: |   | \$ 418,900 |       |         |         |       |
| 2020  | \$ 201,200    | \$ 8,900  | \$ 208,800 |       |         |         |       |
|   | Parcel Total: |   | \$ 418,900 |       |         |         |       |
| 2021  | \$ 201,200    | \$ 8,900  | \$ 208,800 |       |         |         |       |
|   | Parcel Total: |   | \$ 418,900 |       |         |         |       |

| LAND EVALUATION |                  |           |                       |     |                       |      |       |            |      |                |     |           |                |       | LAST REVALUATION 2019 |  |  |  |
|-----------------|------------------|-----------|-----------------------|-----|-----------------------|------|-------|------------|------|----------------|-----|-----------|----------------|-------|-----------------------|--|--|--|
| Zone: RA        |                  | RES/AGRI  | Minimum Acreage: 2.00 |     | Minimum Frontage: 200 |      | Site: |            |      |                |     | Driveway: |                |       | Road:                 |  |  |  |
| Land Type       | Units            | Base Rate | NC                    | Adj | Site                  | Road | DWay  | Topography | Cond | Ad Valorem     | SPI | R         | Tax Value      | Notes |                       |  |  |  |
| 1F RES          | 2.000 ac         | 180,000   | E                     | 100 | 100                   | 100  | 100   |            | 100  | 180,000        | 0   | N         | 180,000        |       |                       |  |  |  |
| 1F RES          | 8.520 ac         | x 5,000   | X                     | 90  |                       |      |       |            | 75   | 28,800         | 0   | N         | 28,800         | TOPO  |                       |  |  |  |
|                 | <b>10.520 ac</b> |           |                       |     |                       |      |       |            |      | <b>208,800</b> |     |           | <b>208,800</b> |       |                       |  |  |  |



OWNER

ROBERTS REVOCABLE TRUST  
WILLIAM H & ROBERTA F TRUSTEE  
210 PORTSMOUTH AVENUE  
P. O. BOX 244  
STRATHAM, NH 03885

TAXABLE DISTRICTS

| District | Percentage |
|----------|------------|
|----------|------------|

BUILDING DETAILS

Model: 2.50 STORY FRAME COLONIAL  
Roof: GABLE OR HIP/ASPHALT  
Ext: CLAPBOARD  
Int: PLASTER  
Floor: PINE/SOFT WD  
Heat: OIL/HOT WATER  
Bedrooms: 2    Baths: 1.0    Fixtures:  
Extra Kitchens:    Fireplaces:  
Generators:  
A/C: No  
Quality: A4 EXC  
Comm. Wall:  
Size Adj: 1.0251    Base Rate: RSA 90.00  
Bldg. Rate: 1.3080  
Sq. Foot Cost: \$ 117.72

PERMITS

| Date | Project Type | Notes |
|------|--------------|-------|
|------|--------------|-------|

| ID   | Description    | Area  | Adj. | Effect. |
|------|----------------|-------|------|---------|
| DEK  | DECK/ENTRANCE  | 160   | 0.10 | 16      |
| EPF  | ENCLSD PORCH   | 98    | 0.70 | 69      |
| HSF  | 1/2 STRY FIN   | 930   | 0.50 | 465     |
| FFF  | FST FLR FIN    | 986   | 1.00 | 986     |
| BMU  | BSMNT          | 986   | 0.15 | 148     |
| UFF  | UPPER FLR FIN  | 660   | 1.00 | 660     |
| OPF  | OPEN PORCH FIN | 120   | 0.25 | 30      |
| GLA: | 2,111          | 3,940 |      | 2,374   |

2019 BASE YEAR BUILDING VALUATION

|                     |            |
|---------------------|------------|
| Market Cost New:    | \$ 279,467 |
| Year Built:         | 1897       |
| Condition For Age:  | AVERAGE    |
| Physical:           | 28 %       |
| Functional:         |            |
| Economic:           |            |
| Temporary:          |            |
| Total Depreciation: | 28 %       |
| Building Value:     | \$ 201,200 |



**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, William H. Roberts & Roberta F. Roberts, Trustees of the Roberts Revocable Trust of 210 Portsmouth Avenue, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for ourselves, our successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 210 Portsmouth Avenue, described as follows:

The main 2 story barn with loft (circa 1880) measuring 26' x 32' and the attached shed measuring 14' x 17'. The property is also described as Tax Map 21 Lot 81. Also known as 210 Portsmouth Avenue, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William H. Roberts, Trustee  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roberta F. Roberts, Trustee  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed  
William H. Roberts, known to me or satisfactorily proven to be the same, and acknowledged that  
he/she executed the same for the purpose contained therein.

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

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed  
Roberta F. Roberts, known to me or satisfactorily proven to be the same, and acknowledged that  
he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**

William & Roberta Roberts, Trustees of Roberts Family Trust  
210 Portsmouth Avenue, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# DISCRETIONARY PRESERVATION EASEMENT

## PUBLIC HEARING

June 7, 2021

Property Owner: David Ryng

Property Location: 271 Portsmouth Avenue  
Stratham, New Hampshire 03885  
Map 22 Lot 14

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

|                       |           |
|-----------------------|-----------|
| EASEMENT TERM:        | 10 YEARS  |
| FULL BARN ASSESSMENT: | \$53,796* |
| 75% ABATEMENT:        | \$13,449* |

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER(S)

|                      |                     |                |
|----------------------|---------------------|----------------|
| PLEASE TYPE OR PRINT | LAST NAME           | First Name     |
|                      | Ryng                | David          |
|                      | 271 Portsmouth Ave. |                |
|                      | STREET ADDRESS      |                |
|                      | STREET (continued)  |                |
|                      | Stratham            | NH. 03885      |
|                      | TOWN/CITY           | STATE ZIP CODE |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|  |                     |                                  |            |               |
|--|---------------------|----------------------------------|------------|---------------|
| PLEASE TYPE OR PRINT                                     | STREET              |                                  |            |               |
|  | 271 Portsmouth Ave. |                                  |            |               |
|  | TOWN/CITY           |                                  | COUNTY     |               |
|  | Stratham NH.        |                                  | Rockingham |               |
|  | NUMBER OF ACRES     | MAP #                            | LOT #      | BOOK # PAGE # |
| 1.58   | 22                  | 14                               | 5866 2850  |               |
| CHECK ONE:   |                     |                                  |            |               |
| Original Application <input checked="" type="checkbox"/> |                     | Renewal <input type="checkbox"/> | Tax Year   |               |

## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional

This barn is highly visible from a highly traveled road, RT.33, Portsmouth Ave.  
Located just across the street from the main entrance to Stratham Hill Park,  
this barn is visible to thousands of park-goers each year.

This structure adds to the historic feel of a bygone agricultural era of New Hampshire life.  
How many square feet will be subject to the easement? 6840 Sq. Ft.

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|                                   |                          |           |
|-----------------------------------|--------------------------|-----------|
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE      |
| David E. Ryng                     | [Signature]              | 3/30/2021 |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE      |
|                                   |                          |           |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE      |
|                                   |                          |           |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE      |
|                                   |                          |           |

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
(CONTINUED)**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

|                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> APPROVED | Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials. |
| <input type="checkbox"/> DENIED   |   |
| Comments:                         |   |
|                                   |   |

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

|                                    |                          |      |
|------------------------------------|--------------------------|------|
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |

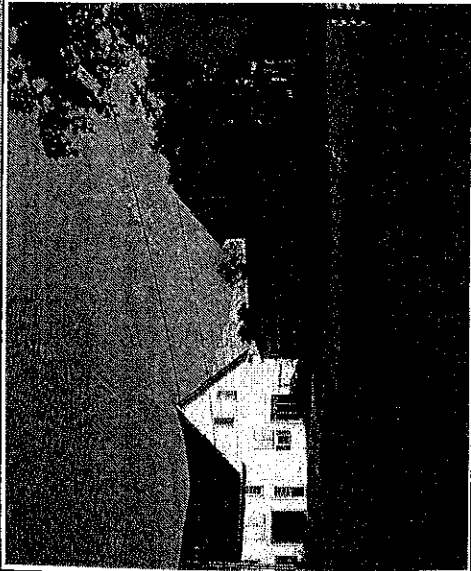
**STEP 7 DOCUMENTATION**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|



| OWNER INFORMATION  |       | SALES HISTORY  |            |           |                    | PICTURE |               |
|--|-------|--|------------|-----------|--------------------|---------|---------------|
| Date   | Book  | Page   | Type       | Price     | Grantor            |         |               |
| 10/30/2017   | 5866  | 2850   | U144       | 335,000   | BEARSTO, DONALD A. |         |               |
| 11/08/2010   | 5163  | 0069   | U138       |           | BEARSTO DONALD A   |         |               |
| 03/27/2001   | 3578  | 1457   | U167       |           | BEARSTO DONALD A   |         |               |
| <b>RYNG, DAVID E.</b><br>271 PORTSMOUTH AVENUE<br>STRATHAM, NH 03885 |       |  |            |           |                    |         |               |
| ESTING HISTORY   |       | NOTES  |            |           |                    |         |               |
| 08/10/17   | JPM   | OLD MAP14-13) DIMAN-WIGGIN FARM CIRCA 1800 2.5 STORY 5X2 BAY   |            |           |                    |         |               |
| 09/23/03   | THHC  | W/YANKEE BARN, 1857 MAP- J DINMAN, 1892 MAP J.T. SMITH, MID-20TH C.  |            |           |                    |         |               |
| 03/05/03   | TMPE  | ERNEST WIGGIN, OPERATED WIGGIN'S STORE IN TOWN CENTER;   |            |           |                    |         |               |
| 10/21/02   | IDRL  | CONCRETE & GRANITE FOUNDATION, STONE PLAZA LINKING HOUSE &   |            |           |                    |         |               |
| 08/21/01   | VMRM  | BARN KEEPING COWS THERE WAS A MILK ROOM; 200 AMP, UPSTAIRS   |            |           |                    |         |               |
| 06/22/99   | JRPR  | BATH REMODELED, WINDOWS NEW IN 94, ONLY ACCESS TO BMU THROUGH OUTSIDE; 2017 OIL BURNER; 2020 MET W/MR. STATES GETTING READY TO TAPE DRYWALL & WILL BE FILING FOR 79-D; |            |           |                    |         |               |
| EXTRA FEATURES VALIDATION  |       | MUNICIPAL SOFTWARE BY AVIAR  |            |           |                    |         |               |
| Feature Type   | Units | Length   | Width      | Size Adj  | Rate               | Cond    | Market Value  |
| FIREPLACE 1-STAND  | 1     |  |            | 100       | 3,000.00           | 100     | 3,000         |
| BARN-1STORY/LOFT   | 6,000 | 40 x 150   |            | 63        | 29.00              | 35      | 38,367        |
| BARN-1STORY/LOFT/BSMT  | 840   | 28 x 30  |            | 79        | 31.00              | 75      | 15,429        |
| SHED-WOOD  | 140   | 10 x 14  |            | 174       | 7.00               | 10      | 171           |
| SHED-WOOD  | 77    | 7 x 11   |            | 268       | 7.00               | 20      | 289           |
| SHED-WOOD  | 480   | 12 x 40  |            | 93        | 7.00               | 10      | 312           |
| PATIO  | 672   | 16 x 42  |            | 84        | 8.00               | 40      | 1,806         |
|  |       |  |            |           |                    |         | <b>59,400</b> |
| PARCEL TOTAL TAXABLE VALUE   |       | Year   | Building   | Features  | Land               |         |               |
|  |       | 2019   | \$ 187,100 | \$ 65,700 | \$ 178,200         |         |               |
|  |       | Parcel Total: \$ 431,000   |            |           |                    |         |               |
|  |       | 2020   | \$ 206,200 | \$ 59,400 | \$ 178,200         |         |               |
|  |       | Parcel Total: \$ 443,800   |            |           |                    |         |               |
|  |       | 2021   | \$ 206,200 | \$ 59,400 | \$ 178,200         |         |               |
|  |       | Parcel Total: \$ 443,800   |            |           |                    |         |               |

| LAND VALUATION |  |          |  |                       |  |                       |  |     |  |      |  |      |  | LAND REVALUATION 2019 |  |            |  |      |  |            |  |     |  |         |  |           |  |       |  |
|----------------|--|----------|--|-----------------------|--|-----------------------|--|-----|--|------|--|------|--|-----------------------|--|------------|--|------|--|------------|--|-----|--|---------|--|-----------|--|-------|--|
| Zone: RA       |  | RES/AGRI |  | Minimum Acreage: 2.00 |  | Minimum Frontage: 200 |  |     |  |      |  |      |  |                       |  |            |  |      |  |            |  |     |  |         |  |           |  |       |  |
| Land Type      |  | Units    |  | Base Rate             |  | NC                    |  | Adj |  | Site |  | Road |  | DWay                  |  | Topography |  | Cond |  | Ad Valorem |  | SPI |  | R       |  | Tax Value |  | Notes |  |
| 1F RES         |  | 1.630 ac |  | 178,150               |  | E                     |  | 100 |  | 100  |  | 100  |  | 100                   |  | 100        |  | 100  |  | 178,200    |  | 0   |  | N       |  | 178,200   |  |       |  |
|                |  | 1.630 ac |  |                       |  |                       |  |     |  |      |  |      |  |                       |  |            |  |      |  | 178,200    |  |     |  | 178,200 |  | 178,200   |  |       |  |



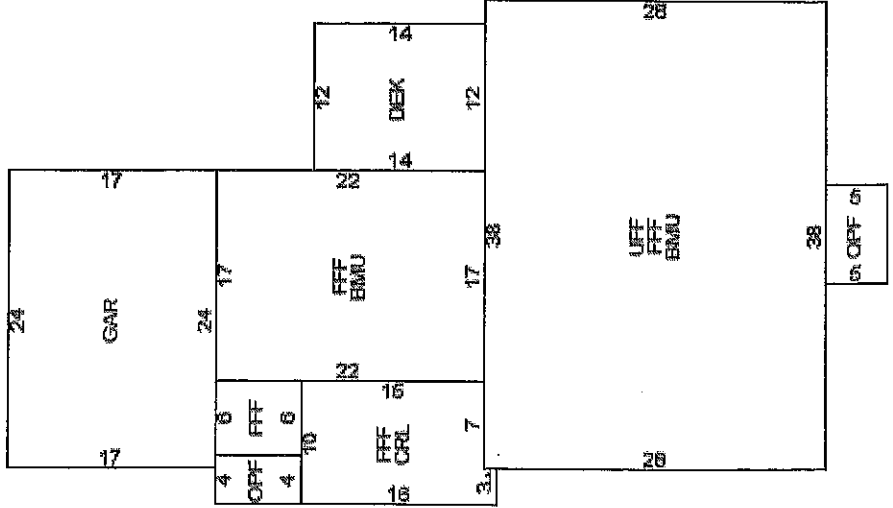
| OWNER                 |  | TAXABLE DISTRICTS |            |
|-----------------------|--|-------------------|------------|
| RYNG, DAVID E.        |  | District          | Percentage |
| 271 PORTSMOUTH AVENUE |  |                   |            |
| STRATHAM, NH 03885    |  |                   |            |

| PERMITS  |   |
|----------|---|
| Date     | Project Type Notes                                |
| 03/29/18 | RESIDENTIAL ALTERA UPDATE EXISTING KITCHEN, RELOC |
| 10/31/17 | OIL BURNING EQUIPM REPLACE OIL BURNER             |
| 10/14/16 | DEMOLITION DEMO 36' X 90' OF DAIRY BARN           |
| 04/11/16 | RESIDENTIAL ALTERA SHEETROCK MB & BATH, TILE BATH |
| 03/24/16 | RESIDENTIAL ELECTR REPLACEMENT SVCE PANEL         |
| 08/26/99 | RESIDENTIAL ADDITI ADD 11.6X24 BAY TO EXISTING GA |

| BUILDING DETAILS |                              |
|------------------|------------------------------|
| Model:           | 2.00 STORY FRAME ANTIQUE COL |
| Roof:            | GABLE OR HIP/ASPHALT         |
| Ext:             | VINYL SIDING                 |
| Int:             | PLASTER/DRYWALL              |
| Floor:           | PINE/SOFT WD                 |
| Heat:            | OIL/HOT WATER                |
| Bedrooms:        | 3                            |
| Baths:           | 1.5                          |
| Extra Kitchens:  |                              |
| Fixtures:        |                              |
| Fireplaces:      |                              |
| Generators:      |                              |
| A/C:             | No                           |
| Quality:         | A5 EXC+10                    |
| Com. Wall:       |                              |
| Size Adj:        | 0.9580                       |
| Base Rate:       | RSA 90.00                    |
| Bldg. Rate:      | 1.3519                       |
| Sq. Foot Cost:   | \$ 121.67                    |

| BUILDING SUB AREA DETAILS |                |       |              |
|---------------------------|----------------|-------|--------------|
| ID                        | Description    | Area  | Adj. Effect. |
| GAR                       | GARAGE         | 408   | 0.45         |
| OPF                       | OPEN PORCH FIN | 68    | 0.25         |
| FFF                       | FST FLR FIN    | 1633  | 1.00         |
| BMU                       | BSMNT          | 1438  | 0.15         |
| DEK                       | DECK/ENTRANCE  | 168   | 0.10         |
| UFF                       | UPPER FLR FIN  | 1064  | 1.00         |
| CRL                       | CRAWL SPACE    | 153   | 0.05         |
| GLA:                      | 2,697          | 4,932 | 3,139        |

| 2019 RESIDENTIAL BUILDING VALUATION |            |
|-------------------------------------|------------|
| Market Cost New:                    | \$ 381,922 |
| Year Built:                         | 1850       |
| Condition For Age:                  | GOOD       |
| Physical:                           |            |
| Functional:                         |            |
| Economic:                           |            |
| Temporary:                          | UC 2020    |
| Total Depreciation:                 | 20 %       |
| Building Value:                     | 46 %       |
|                                     | \$ 206,200 |



**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

We, I, David E. Ryng of 271 Portsmouth Avenue, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for myself, my successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 271 Portsmouth Avenue, described as follows:

The main 1 story barn with a loft measuring 40' x 150' and a 1 story barn with a loft and basement measuring 28' x 30'. The property is also described as Tax Map 22-Lot 14. Also reference Grantors title, Book 5866 Page 2850, Rockingham County Registry of Deeds. Also known as 271 Portsmouth Avenue, and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

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The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

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## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

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The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS MY HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David E. Ryng  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed David E. Ryng known to me or satisfactorily proven to be the same, and acknowledged that he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**  
David E. Ryng, 271 Portsmouth Avenue, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



DISCRETIONARY PRESERVATION EASEMENT

PUBLIC HEARING

June 7, 2021

Property Owner: Florence E. Wiggin

Property Location: 65 Squamscott Road  
Stratham, New Hampshire 03885  
Map 21 Lot 153

In considering the public interest and benefit some questions should be asked. Is it a familiar local landmark? Is it visible from a public road or from public waters? Is there interest or support for the structure's preservation? Does the barn help tell the story of agriculture in our community? It is my opinion that the answer to these questions would be YES.

EASEMENT TERM: 10 YEARS

FULL BARN ASSESSMENT: \$31,000\*

75% ABATEMENT: \$7,750\*

\*These assessments are subject to change in the event of a Town Wide Revaluation.

Christina Murdough, Town Assessor



FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

## STEP 1 PROPERTY OWNER(S)

|                      |                    |                  |  |            |            |  |
|----------------------|--------------------|------------------|--|------------|------------|--|
| PLEASE TYPE OR PRINT | LAST NAME          | Wiggin           |  | FIRST NAME | Florence E |  |
|                      | LAST NAME          |                  |  | FIRST NAME |            |  |
|                      | STREET ADDRESS     | 61 Squamscott Rd |  |            |            |  |
|                      | STREET (continued) | Stratham         |  | NH         | 03885      |  |
|                      | TOWN/CITY          |                  |  | STATE      | ZIP CODE   |  |

## STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

|                      |   |   |        |          |        |            |
|----------------------|---|---|--------|----------|--------|------------|
| PLEASE TYPE OR PRINT | STREET  | 65 Squamscott Rd                            |        |          |        |            |
|                      | TOWN/CITY   | Stratham NH                                 |        |          | COUNTY | Rockingham |
|                      | NUMBER OF ACRES   | MAP #                                       | LOT #  | BOOK #   | PAGE # |            |
|                      | 43.42   | 000021                                      | 000153 |          |        |            |
|                      | CHECK ONE:<br>Original Application <input type="checkbox"/> | Renewal <input checked="" type="checkbox"/> |        | Tax Year |        |            |

## STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

|   |  |
|---|--|
| Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary. | 100 plus year old Barn with surrounding Land<br>mostly in conservation easement. |
| How many square feet will be subject to the easement?   | 40 x 60  |

## STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

|                                   |                          |         |
|-----------------------------------|--------------------------|---------|
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE    |
| Florence E Wiggin                 | <i>Florence E Wiggin</i> | 3/21/21 |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE    |
|                                   |                          |         |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE    |
|                                   |                          |         |
| TYPE OR PRINT NAME (in black ink) | SIGNATURE (in black ink) | DATE    |
|                                   |                          |         |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

|                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> APPROVED | Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials. |
| <input type="checkbox"/> DENIED   |   |
| Comments:                         |   |
|                                   |   |

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

|                                    |                          |      |
|------------------------------------|--------------------------|------|
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (ink black ink) | SIGNATURE (in black ink) | DATE |

**STEP 7 DOCUMENTATION**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**

**GENERAL INSTRUCTIONS**

|                      |  |
|----------------------|--|
| <b>WHO MUST FILE</b> | Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.   |
| <b>WHAT TO FILE</b>  | Land owners submitting a completed application, Form PA-36-A, shall also:<br>Submit a map showing:<br>(a) The location of the historic agricultural structure; and<br>(b) The number of square feet to be included in the discretionary preservation easement.   |
| <b>WHEN TO FILE</b>  | A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.  |
| <b>WHERE TO FILE</b> | Once completed and signed in black ink, this form and attachments shall be filed as follows:<br>Original: Register of Deeds<br>Copy: Local Assessing Officials<br>Copy: Land Owner   |
| <b>APPEALS</b>       | If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11.<br><br>Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at <a href="http://www.state.nh.us/btla">www.state.nh.us/btla</a> . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial. |
| <b>ADA</b>           | Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.   |
| <b>NEED HELP</b>     | Contact your local municipality or the Property Appraisal Division at (603) 230-5950.  |

**LINE-BY-LINE INSTRUCTIONS**

|               |   |
|---------------|---|
| <b>STEP 1</b> | Enter the complete name(s), address, municipality, state and zip code of the property owner(s) requesting a discretionary preservation easement under RSA 79-D:3.   |
| <b>STEP 2</b> | Enter the location information of the land and Historic Agricultural Structure being classified in the spaces provided. Check whether original application or renewal and enter the tax year the easement is to be granted. |
| <b>STEP 3</b> | Describe how the Historic Agricultural Structure meets the requirements of RSA 79-D:3 and how many square feet will be subject to the easement. Submit additional sheets, if necessary.                                     |
| <b>STEP 4</b> | All owners of record must type or print their full name, sign and date in black ink on the lines provided. If there are more than four owners, submit a supplemental list of all additional owners names and signatures.    |
| <b>STEP 5</b> | To be completed by the local assessing officials, indicating approval or denial pending final approval of selectmen or assessors.   |
| <b>STEP 6</b> | Signatures of a majority of the local selectmen or tax assessors on the lines provided indicates final approval.  |
| <b>STEP 7</b> | Indicate whether a map has been included as described.<br><b>If the map is missing or this application is incomplete, this application shall be denied in accordance with RSA 79-D:4,II.</b>                                |

| OWNER INFORMATION          |           |                       |            | SALES HISTORY  |      |              |                         | PICTURE    |                   |
|----------------------------|-----------|-----------------------|------------|--|------|--------------|-------------------------|------------|-------------------|
| WIGGIN, FLORENCE E.        |           |                       |            | Date   | Book | Page         | Type                    | Price      | Grantor           |
| 66 SQUAMSCOTT ROAD         |           |                       |            | 11/15/1999   | 3438 | 1081         | U138                    |            | WIGGIN FLORENCE E |
| STRATHAM, NH 03885         |           |                       |            |  |      |              |                         |            |                   |
| DISTING. HISTORY           |           |                       |            | NOTES  |      |              |                         |            |                   |
| 09/15/09                   | ALER      |                       |            | OUTBUILDING ONLY = BARN IN PRESERVATION EASEMENT SEE BOOK  |      |              |                         |            |                   |
| 10/01/01                   | VMM       |                       |            | 5054 PAGES 1195 THRU 1198 RECORDE SEPTEMBER 30, 2009; PLAN D-32687   |      |              |                         |            |                   |
| 05/18/94                   | TR        |                       |            | RECORDED 6-1-2005 PUT 35.52 ACRES INTO CONSERVATION EASEMENT TO THE TOWN OF STRATHAM W/EXECUTORY INTEREST TO ROCKINGHAM COUNTY CONSERVATION DISTRICT- SEE DEED BOOK 4504 PAGE 1012 |      |              |                         |            |                   |
|                            |           |                       |            | THRU 1024 RECORDED 6/29/2005; JEWELL HILL BROOK RUNS THROUGH PROPERTY - TIDAL MARSH; (OLD MAP 3 - 46) 4 X 4 IS FOR THE WELL PUMP HOUSE;  |      |              |                         |            |                   |
| EXTRA FEATURES VALUATION   |           |                       |            |  |      |              |                         |            |                   |
| Feature Type               | Units     | Length x Width        | Size Adj   | Rate   | Cond | Market Value | Notes                   |            |                   |
| BARN-2STRY                 | 2,640     | 40 x 66               | 66         | 17.00  | 0    |              | 0 PROCESS OF RENOVATION |            |                   |
| 79-D HISTORIC BARN         | 1         |                       | 100        | 31,000.00  | 25   |              | 7,750 2009 APP RSA 79-D |            |                   |
|                            |           |                       |            |  |      |              | 7,800                   |            |                   |
| LAND VALUATION             |           |                       |            |  |      |              |                         |            |                   |
| Zone: RA RES/AGRI          |           | Minimum Acreage: 2.00 |            | Minimum Frontage: 200  |      |              |                         |            |                   |
| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 79-D HISTORIC BARN         | 0.060 ac  | x 5,000               | X          | 70   |      |              |                         |            | 25                |
|                            | 43.420 ac |                       |            |  |      |              |                         |            |                   |
| LAST REVALUATION: 2019     |           |                       |            |  |      |              |                         |            |                   |
| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
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|                            | 43.420 ac |                       |            |  |      |              |                         |            |                   |
| PARCEL TOTAL TAXABLE VALUE |           |                       |            |  |      |              |                         |            |                   |
| Year                       | Building  | Features              | Land       |  |      |              |                         |            |                   |
| 2019                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2020                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2021                       | \$ 0      | \$ 7,800              | \$ 160,918 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,718    |  |      |              |                         |            |                   |
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| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
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| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
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|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2021                       | \$ 0      | \$ 7,800              | \$ 160,918 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,718    |  |      |              |                         |            |                   |
| LAST REVALUATION: 2019     |           |                       |            |  |      |              |                         |            |                   |
| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 79-D HISTORIC BARN         | 0.060 ac  | x 5,000               | X          | 70   |      |              |                         |            | 25                |
|                            | 43.420 ac |                       |            |  |      |              |                         |            |                   |
| PARCEL TOTAL TAXABLE VALUE |           |                       |            |  |      |              |                         |            |                   |
| Year                       | Building  | Features              | Land       |  |      |              |                         |            |                   |
| 2019                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2020                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2021                       | \$ 0      | \$ 7,800              | \$ 160,918 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,718    |  |      |              |                         |            |                   |
| LAST REVALUATION: 2019     |           |                       |            |  |      |              |                         |            |                   |
| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 79-D HISTORIC BARN         | 0.060 ac  | x 5,000               | X          | 70   |      |              |                         |            | 25                |
|                            | 43.420 ac |                       |            |  |      |              |                         |            |                   |
| PARCEL TOTAL TAXABLE VALUE |           |                       |            |  |      |              |                         |            |                   |
| Year                       | Building  | Features              | Land       |  |      |              |                         |            |                   |
| 2019                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2020                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2021                       | \$ 0      | \$ 7,800              | \$ 160,918 |  |      |              |                         |            |                   |
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| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 79-D HISTORIC BARN         | 0.060 ac  | x 5,000               | X          | 70   |      |              |                         |            | 25                |
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| PARCEL TOTAL TAXABLE VALUE |           |                       |            |  |      |              |                         |            |                   |
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| 2019                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
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|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2021                       | \$ 0      | \$ 7,800              | \$ 160,918 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,718    |  |      |              |                         |            |                   |
| LAST REVALUATION: 2019     |           |                       |            |  |      |              |                         |            |                   |
| Land Type                  | Units     | Base Rate             | NC         | Adj  | Site | Road         | DWay                    | Topography | Cond              |
| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 79-D HISTORIC BARN         | 0.060 ac  | x 5,000               | X          | 70   |      |              |                         |            | 25                |
|                            | 43.420 ac |                       |            |  |      |              |                         |            |                   |
| PARCEL TOTAL TAXABLE VALUE |           |                       |            |  |      |              |                         |            |                   |
| Year                       | Building  | Features              | Land       |  |      |              |                         |            |                   |
| 2019                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
| 2020                       | \$ 0      | \$ 7,800              | \$ 161,185 |  |      |              |                         |            |                   |
|                            |           | Parcel Total: \$      | 168,985    |  |      |              |                         |            |                   |
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| IF RES                     | 0.440 ac  | 155,200               | E          | 100  | 100  | 100          | 100                     |            | 100               |
| WETLANDS                   | 5.000 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| UNMNGD HARDWD              | 30.520 ac | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| FARM LAND                  | 7.400 ac  | x 5,000               | X          | 70   |      |              |                         |            | 100               |
| 7                          |           |                       |            |  |      |              |                         |            |                   |



**DISCRETIONARY PRESERVATION EASEMENT DEED  
(RSA 79-D)**

I, Florence E. Wiggin of 66 Squamscott Road, Town of Stratham, County of Rockingham and State of New Hampshire, (GRANTOR), for myself, my successors and assigns, for consideration paid, grant to the Town of Stratham (GRANTEE), County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of **10 years** on the following historic agricultural structures, including the land necessary for the function of the building (the PROPERTY) located at 65 Squamscott Road, described as follows:

The PROPERTY is described as a two story barn measuring 40' x 66' being built in 1896. The Barn consists of the original post and beam construction that is present today. This structure was used as an agricultural barn. It is further referenced as being a portion of Tax Map 21, Lot 153, in the Town of Stratham. Also reference Grantor's title by Warranty Deed recorded in Book 3438 Page 1081 at the Rockingham County Registry of Deeds. Also known as 65 Squamscott Road and further as described in the completed Application (PA-36-A) for Discretionary Preservation Easement on file with the Town of Stratham.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D: II.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

**MAINTENANCE OF THE PROPERTY.**

The GRANTORS agrees to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. These uses shall be solely agricultural in nature during the term of the easement and shall be in continuous compliance with the Stratham Zoning Ordinance as it may be amended relative to the (RA) Residential Agricultural District in which the PROPERTY is located. The PROPERTY shall be maintain at least in the current condition as of the date of this Easement. An annual inspection shall/may be conducted by the Town's Contract Assessor to verify compliance with the Easement.

## **ASSESSMENT OF THE PROPERTY.**

The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. Should the Town conduct a town-wide revaluation of a statistical update bringing all assessment to One Hundred Percent (100%) of market value, the PROPERTY would also be included in this update. However, the approved percentage would still apply unless the easement has expired.

## **RELEASE, RENEWAL, EXPIRATION, CONSIDERATION.**

### **I. RELEASE.**

The GRANTORS may apply to the local governing body of the Town of Stratham for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such Easement, the GRANTORS shall pay the following consideration to the tax collector of the Town of Stratham:

- (a) For a release within the first half of the duration of the Easement, Twenty Percent (20%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (b) For a release within the second half of the duration of the Easement, Fifteen Percent (15%) of the full value assessment of such structure(s) and land under RSA 75:1.
- (c) In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the GRANTORS, the preservation easement shall be released without penalty.
- (d) If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

### **II. RENEWAL.**

During the final property tax year before the expiration of the term of the Discretionary Preservation Easement, the GRANTORS may apply for a renewal, and the GRANTORS and GRANTEE shall have the same rights and duties with respect to the renewal application as they did with respect to the original application but in accordance with the laws of the State of New Hampshire in effect at the time of application for a renewal.

### **III. EXPIRATION.**

Upon final expiration of the terms of the Discretionary Preservation Easement, the GRANTORS shall pay to the Town of Stratham an amount equal to 10% of the fair market value of the PROPERTY at the time of termination of the Discretionary Preservation Easement unless renewed prior to final expiration.

### **IV. CONSIDERATION DUE AND PAID.**

The tax collector shall issue a receipt to the Owner of such PROPERTY and a copy to the governing body of the Town of Stratham for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Discretionary Preservation Easement to the GRANTORS who shall record such a release. A copy of such release shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

If, during the term of the Discretionary Preservation Easement, the GRANTORS shall fail to maintain the structure in conformity with the foregoing agreement, or fail to cure any notice of breach of this Easement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the Discretionary Preservation Easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above plus any costs associated with enforcement of this Easement.

### **ENFORCEMENT.**

When a breach of this Discretionary Preservation Easement comes to the attention of the GRANTEE, it shall notify in writing the Owner of the PROPERTY subject to the Easement of such breach, to be delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the GRANTEE thereof.

If the Owner fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE's expenses, court costs and legal fees, shall be paid by the Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The GRANTEE, by accepting and recording this Discretionary Preservation Easement deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.



WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Florence E. Wiggin  
Grantor

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above signed  
\_\_\_\_\_ known to me or satisfactorily proven to be the same, and  
acknowledged that he/she executed the same for the purpose contained therein.

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

**DISCRETIONARY PRESERVATION EASEMENT DEED**  
Florence E. Wiggin, 66 Squamscott Road, Town of Stratham, NH 03885

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Stratham

By its Board of Selectmen,

\_\_\_\_\_  
Witness to all 3 Signatures

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT  
TOWN OF STRATHAM, NEW HAMPSHIRE**

**THIS AGREEMENT MADE THIS** \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **TOWN OF STRATHAM**, a body politic and corporate located in the County of Rockingham, State of New Hampshire (hereinafter referred to as "Town"), and

MURDOUGH ASSESSING SERVICES  
(hereinafter referred to as "Consultant")

**THE PARTIES.** The parties to this agreement are the TOWN OF STRATHAM, 10 Bunker Hill Avenue, Stratham, NH 03885 and Murdough Assessing Services ("**Consultant**").

**PURPOSE.** The purpose of this agreement is to secure general assessing services for the Town of Stratham in accordance with the Request for Proposals dated March 26, 2021.

WITNESSETH

**WHEREAS**, the Town desires to engage **Consultant** to render certain services;

**NOW, THEREFORE**, the Town and **Consultant** do mutually agree as follows:

**A. DESCRIPTION OF SERVICES**

This Agreement establishes the scope of services for general assessing services outlined in Exhibit A, (Project Work Plan) and Exhibit B, (Fee Schedule) and submitted by Consultant in response to RFP dated March 26, 2021.

**TOWN OF STRATHAM Responsibilities:**

David Moore, Town Administrator- or other designee of the Town Administrator - will be responsible for administering the project and overseeing the consultant's work on this project. Consultant understands the work to be completed by the Town of Stratham is limited to that outlined in the March 26, 2021 RFP.

**B. TERM OF AGREEMENT.** **Consultant's** performance of this Agreement shall commence on July 1, 2021 and run through December 31, 2021.

**C. PROJECT TEAM.** The project team shall consist of Chris Murdough, CNHA and consist of other project team members identified in **Exhibit B** (page 9 of the RFP submittal). All State of New Hampshire certifications and licenses indicated as held in the proposal shall be maintained over the course of this agreement. Substitution of project personnel shall only be permitted through express written permission from the Town. **Consultant** shall be responsible for all payments to any subcontractor and shall certify at the end of the project that all payments due to any subcontractor or supplier as a

consequence of this Agreement, have been made in full before final payment is released by the Town.

- D. PROJECT BUDGET.** The Consultant shall be compensated in accordance with the Schedule found on page 2 of the RFP and all other terms in the cost proposal unless expressly addressed otherwise in this agreement. In the case of any conflict between the two this agreement will govern.

The TOWN OF STRATHAM is responsible for posting all public meeting advertisements and is responsible for all publication and mailing costs.

Direct costs incurred as a result of additional work agreed to under this provision shall be at cost, with no mark-up.

- E. PAYMENT PLAN.** **Consultant** shall submit monthly invoices detailing work performed and estimated percentage of task completion for Town approval. Such invoices shall be payable net 30 days from date of receipt.
- G. CONFLICT OF INTEREST.** No officer, employee or agent of the Town, or any other person who exercises any functions or responsibilities in connection with the Town, shall have any personal or financial interest, direct or indirect, in this Agreement; and **Consultant** shall take appropriate steps to assure compliance.
- H. GOVERNING LAW.** The terms of this Agreement shall be governed by the laws of the State of New Hampshire. Jurisdiction and venue shall lie in Rockingham County Superior Court.
- I. INDEMNIFICATION.** **Consultant** agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOWN OF STRATHAM against damages, liabilities and costs arising from the negligent acts or willful misconduct of **Consultant** in the performance of professional services under this Agreement, to the extent that **Consultant** is responsible for such damages, liabilities and costs on a comparative basis of fault between **Consultant** and the TOWN OF STRATHAM. **Consultant** shall not be obligated to indemnify TOWN OF STRATHAM for the Town's negligence or for the negligence of others.

For purposes of this Agreement, any officers, employees, agents, applicants or beneficiaries of **Consultant** act in an independent capacity and are not officers or employees or agents of the Town.

**J. TERMINATION OF AGREEMENT**

1. Termination of Agreement for Cause. If through any cause, **Consultant** shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if **Consultant** shall violate any of the covenants, agreements or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to **Consultant** of such termination and specify the effective date of

such termination. **Consultant** shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to the date of termination. Notwithstanding the above, **Consultant** shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Agreement by **Consultant**, and the Town may withhold any payments to **Consultant** until such time as the exact amount of damages to the Town from **Consultant** is determined.

2. Termination for the Convenience of the Town. The Town may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to **Consultant**. If the Agreement is terminated by the Town for its convenience, the Town shall pay **Consultant** for all work satisfactorily completed up to the date of termination.

- K. **AMENDMENTS.** This Agreement may be amended only by written agreement executed by both parties.
- L. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force.
- M. **OWNERSHIP OF INFORMATION.** All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by **Consultant** pursuant to this Agreement shall be the property of the Town.

The Town acknowledges that such documents are not intended or represented to be suitable for reuse by the Town or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended shall be at the Town's sole risk.

- N. **INSURANCE REQUIREMENTS.** **Consultant** shall maintain insurance in the amounts as set forth on page 5 and 6 of the RFP. The Town shall be an additional insured for general and automobile liability coverage and contractor shall provide certificate evidencing such insurance and Town's status as an additional insured at the Town's reasonable request.
- O. **LIMITATION OF CONSEQUENTIAL DAMAGES.** The parties liabilities to each other with respect to any claims arising out of this Contract, including without limitation as a result of any termination, shall be limited to direct damages arising out of the services, there being no liability for any consequential loss, injury or damage incurred or claimed to be incurred, including but not limited to, claims for loss of use, loss of profits and loss of markets.
- P. **PROJECT COMMUNICATIONS.** No contact with press without permission of the Town unless authorized, approved and in coordination with the Town Administrator.

Marketing and promotional materials developed by Consultant and any sub-consultants related to this project and products delivered under this contract shall be developed with the TOWN OF STRATHAM and express permission granted for reuse of images, plans,

and other specific work products resulting from this project. This obligation shall survive the termination and or completion of this agreement.

**IN WITNESS WHEREOF**, the Town and **Consultant** have executed this Agreement as of the date first above written.

**ATTEST:**

**TOWN OF STRATHAM**

DATE \_\_\_\_\_

BY: \_\_\_\_\_

David S. Moore  
Town Administrator, TOWN OF STRATHAM  
As authorized by vote of the Select Board on  
June 7, 2021.

Murdough Assessing Services, LLC

DATE \_\_\_\_\_

BY: \_\_\_\_\_

Christine Murdough, CNHA  
Murdough Assessing Services, LLC

**EXHIBIT A  
PROJECT WORK PLAN**

**PROPOSED WORK PLAN AND SCHEDULE  
ANNUAL ASSESSING  
FOR THE MUNICIPALITY OF STRATHAM, NH**

**Functions / Responsibilities:**

The Municipality of Stratham seeks to retain Murdough Assessing Services to perform the duties and functions of Municipal Assessor as provided for below.

**Terms:**

The terms of this Agreement shall be for a period of six (6) months from: July 1, 2021 through December 31, 2021.

**Relationship of the Parties:**

The relationship between Murdough Assessing Services (the Company) and the Municipality shall be that of an Independent Contractor. As such, the Company shall hold the Municipality, its agents, servants and employees harmless, at the Company's sole expense, to any liability or legal proceeding occurring as a result of the Company's action(s) or omissions, including injury, death, property damage, or any associated expense(s) including cost of defense and reasonable attorney's fees.

It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

**Scope of Services:**

It is understood by both parties that the services to be provided by the Company are sufficient to:

1. The careful measuring, listing, taking digital photos and valuation of new or newly modified properties as a result of issuance of permits, filing of inventories, or any other applicable source (Pick-ups), to include: new construction, unfinished construction, subdivisions, and lot line adjustments. Annual pick-ups shall be completed no later than May 1st.
2. Cyclical revaluation of 1/4 of the Town, to include the exterior measurement of all principal buildings, and a minimum of one attempt for an interior inspection. If entry to the residence has not taken place the Contractor shall estimate the features of the building using the best available evidence. In all cases of entry, the property owner or occupant shall be at least 18 years of age or the appraiser shall not enter to perform the inspection.
  - a. Per Rev 601.16 "Measure" means a physical inspection and recording and sketching of the exterior dimensions of any improvements and per Rev 601.13 "Listing" means recording a description of the interior and exterior attributes of

any improvements.

3. Annually, and in accordance with state assessing guidelines, adjust assessments, found during pickups and cyclical reviews, to reflect all known and believed changes gathered for physical, ownership, zoning, subdivisions, boundary line adjustments, and mergers. This includes changes for exemptions, credits, abatements, and appeals per RSA 75:8.
4. Data entry of all data collected per items 1 and 2 above.
5. Assess timber (RSA 79), and maintain current use properties to include processing land use change taxes (RSA 79-A & Cub 100-300).
6. Meet with taxpayers wishing to discuss their valuation and local level tax appeals.
7. Meet with the Board of Selectmen and/or Town Officials upon request.
8. Represent the Town of Stratham and its best interest in all abatements or appeals.
9. Perform field inspections and other studies to review all abatement requests. Consider all properly filed abatement requests by any taxpayer and after review and research shall make recommendation to the Board of Selectmen in writing.
10. Meet and work with the State Monitor to ensure that the Town of Stratham is meeting all certification requirements of DRA and to maintain in a good working relationship.
11. Maintain and review applications for current use, discretionary easements, subdivisions, lot-line adjustments, mergers and process requests to update Town tax maps.
12. Meet all State of NH applicable filing deadlines and report deadlines.

**Methodology:**

All three approaches to value for appraising residential, commercial, industrial, exempt, and vacant land parcels shall be used, which include sales comparison, income, and the cost approach. The most common approach to establish values in the mass appraisal process is the sales comparison approach. This shall be used according to standard appraisal practices according to the National Assessing Standards Board and the Uniform Standards of Professional Appraisal Practices (USPAP), in addition to all State of New Hampshire Statutes, New Hampshire Department of Revenue Administration Rules and New Hampshire Assessing Standards Board Rules and Guidelines.

**Work Schedule / Key Personnel Assignment:**

Murdough Assessing Services will provide one day per week, July 1, 2021 through December 31, 2021, with a NH DRA Certified Assessor Supervisor and occasional meetings with the Board of Selectmen for General Assessing Services.

**Christina Murdough – DRA Certified Assessor Supervisor.**



The Assessor's hours will remain flexible according to the immediate needs of the Municipality. Additional days to accommodate appeal requests, processing state or municipal forms, required meetings with the DRA, or other specific requests will be provided at the General Assessing rate of \$75.00 per hour.

**Work Product:**

All work products used or created in conjunction with the services covered under this agreement shall be the sole property of the Municipality, and that, in the event of Cancellation or Termination, such products will remain with the Municipality.

**Services / Accommodations:**

The Company agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services.

The Company: The Company shall provide all the above-stated resources. Personal materials include calculators and field inspection equipment.

The Municipality: The Town of Stratham will provide access to the workspace and computers during normal business hours of Monday through Thursday 8:00 am to 4:00 pm, Tuesday evenings from 5:00 pm until 9:00 pm and Fridays by prior arrangement.

**EXHIBIT B  
FEE SCHEDULE**

DRAFT

## APPENDIX A

### Price Proposal Form A

**Proposing Firm's Name:** Murdough Assessing Services, LLC

All proposing firms **must submit** Price Proposal Forms A (Appendix A), B (Appendix B) and C (Appendix C). Failure to do so may result in the proposal being deemed non-responsive to the solicitation.

Firms who wish to provide an alternative price proposal, may also include an alternative proposal and clearly mark it as such. **No alternative price proposal will be considered without submittal of Forms A and B.**

For this price Price Proposal Form A, do not assume the Town will be performing any general assessing services in support of the contract.

---

Firm Name: Murdough Assessing Services, LLC

Firm's Proposed Contract Lead for Stratham (name, proposed role, and certification)

1. Christina Murdough, Assessor, DRA Certified Assessor Supervisor

Proposed staff assigned to Stratham (name, proposed role, and certification):

1. Dawn Calley-Murdough, Data Collector, DRA Certified Measurer/Listener
2. Ashley Simonds, Data Collector, DRA Measurer/Listener in training
3. Charles Reese, Commercial Appraiser, DRA Certified Assessor Supervisor
4. \_\_\_\_\_

### Acknowledgement

I acknowledge receipt of answers to questions and/or addenda to this RFP dated:  
April 30, 2021.

Christina Murdough  
Christina Murdough, Owner

**APPENDIX B  
(CONTINUED)**

**Price Proposal Form B**

**Proposing Firm's Name:** Murdough Assessing Services, LLC

**For this price Price Proposal Form B, assume the Town will be performing the services listed in the RFP and below.**

- ☒ Please check this box to confirm you have seen the description of services the Town will be providing, including:
- Answer assessing questions and “triage” calls prior to referral to the contract assessor.
  - Provide “over the counter” service to residents for questions, assistance with applications.
  - Collect and ensure completeness of applications for the Assessor’s review and recommended action to Board (Elderly, Veterans, Solar exemptions, Timber etc.).
  - Process deed updates.

Building Permits/Under Construction                      \$ 20.00 per parcel

Cyclical Measure and List – 25% per year                      \$ 20.00 per parcel

Data Entry of Field Work                      \$ 0.00 / incl. w/ per parcel cost

General Assessing – 8 Hours per week                      \$ 75.00 per hour

Subdivisions, lot line changes/mergers, map changes, exemptions, credits, current use, land use change tax, timber and gravel yield taxes, taxpayer meetings, etc.

BTLA/Superior Court                      \$ 75.00 per hour

Mileage                      \$ 0.00 per mile

Please list any other additional costs:

All Commercial/Industrial related tasks                      \$10,000.00 per year

Includes, but is not limited to Measure and List, Abatement and Appeals, Sub-divisions, lot line changes, mergers, land use change tax, taxpayer meetings, etc



# TOWN OF STRATHAM

*Incorporated 1716*

10 Bunker Hill Avenue • Stratham, NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517 • [www.strathamnh.gov](http://www.strathamnh.gov)

## COMMITTEE APPOINTMENT APPLICATION

|   |   |
|---|---|
| <input type="checkbox"/> Heritage Commission                        | <input type="checkbox"/> Zoning Board of Adjustment     |
| <input checked="" type="checkbox"/> Planning Board                  | <input type="checkbox"/> Public Works Commission        |
| <input type="checkbox"/> Conservation Commission                    | <input type="checkbox"/> Recreation Commission          |
| <input type="checkbox"/> Stratham Fair Committee                    | <input type="checkbox"/> Energy Commission              |
| <input type="checkbox"/> Exeter Squamscott River Advisory Committee | <input type="checkbox"/> Rockingham Planning Commission |
| <input type="checkbox"/> Pedestrian & Cyclist Advocacy Committee    | <input type="checkbox"/> Other _____                    |

Brent Eastwood

859-285-8736

Applicant Name (print)

Phone #

17 Gifford Farm Rd.

ewoodbrent@gmail.com

Address

Email

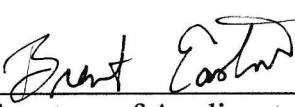
Registered Voter of Stratham? ☒ YES ☐ NO Number of Years as a Resident 8

I would like to be considered by the Select Board for appointment to a town/board/commission/committee indicated above because:

I am an 8 year resident of Stratham, care about our town and would like to participate and  
contribute to the future of Stratham. I believe my background and experience could prove  
useful to the Planning Board.

I feel the following experience and background qualifies me for this position:

I have a BS in Engineering and an MBA so I can understand complex technical and financial  
situations. I am detail driven and my work typically includes problem solving and  
conflict resolution. I have lived in several different states in various types of neighborhoods  
(2 with and 2 without HOAs). I was on the board of one of those HOAs for several years.

  
Signature of Applicant

4/9/2021  
Date



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## **COMMITTEE APPOINTMENT APPLICATION**

\_\_\_\_ Heritage Commission

\_\_\_\_ Zoning Board of Adjustment

\_\_\_\_ Planning Board

\_\_\_\_ Public Works Commission

\_\_\_\_ Conservation Commission

\_\_\_\_ Recreation Commission

\_\_\_\_ Stratham Fair Committee

\_\_\_\_ Energy Commission

\_\_\_\_ Exeter Squamscott River Advisory Committee

\_\_\_\_ Rockingham Planning Commission

\_\_\_\_ Pedestrian & Cyclist Advocacy Committee

\_\_\_\_ Other \_\_\_\_\_

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Applicant Name (print)

Phone #

---

Address

Email

Registered Voter of Stratham? \_\_\_\_ YES \_\_\_\_ NO      Number of Years as a Resident \_\_\_\_

I would like to be considered by the Select Board for appointment to a town/board/commission/committee indicated above because:

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I feel the following experience and background qualifies me for this position:

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Signature of Applicant

Date



# TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue • Stratham, NH 03885

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## COMMITTEE APPOINTMENT APPLICATION

|   |   |
|---|---|
| <input type="checkbox"/> Heritage Commission                        | <input type="checkbox"/> Zoning Board of Adjustment     |
| <input checked="" type="checkbox"/> Planning Board                  | <input type="checkbox"/> Public Works Commission        |
| <input type="checkbox"/> Conservation Commission                    | <input type="checkbox"/> Recreation Commission          |
| <input type="checkbox"/> Stratham Fair Committee                    | <input type="checkbox"/> Energy Commission              |
| <input type="checkbox"/> Exeter Squamscott River Advisory Committee | <input type="checkbox"/> Rockingham Planning Commission |
| <input type="checkbox"/> Pedestrian & Cyclist Advocacy Committee    | <input type="checkbox"/> Other _____                    |

Christopher Zaremba

603-809-5899

Applicant Name (print)

Phone #

8 Balsam Way, Stratham, NH 03885

czaremba@gmail.com

Address

Email

Registered Voter of Stratham? ☒ YES ☐ NO Number of Years as a Resident 2+

I would like to be considered by the Select Board for appointment to a town/board/commission/committee indicated above because:

I believe I can be a valuable addition to the Planning Board by assisting in the process of helping Stratham grow while staying true to its small town farm roots. I have been following the Planning Board meetings since moving to Stratham and believe I can provide value if selected to join.

I feel the following experience and background qualifies me for this position:

I previously served on the Zoning Board of Appeals for Newburyport, MA for over a year prior to moving to Stratham in August of 2018. Additionally, I believe my background as an in house attorney in finance provides valuable experience navigating complex rules and regulations.

Signature of Applicant

Date

04/08/2021