



TOWN OF PLAINFIELD, NEW HAMPSHIRE
110 Main Street
Plainfield, NH 03781

PO BOX 380, Meriden NH 03770
e-mail: plainfield.ta@plainfieldnh.org
www.plainfieldnh.org

Telephone (603) 469-3201
facsimile 3642

February 16, 2022

Paul and Nancy Franklin
141 River Road
Plainfield, NH 03781

Dear Mr. and Mrs. Franklin

In 1987 the Selectboard at the request of the Planning Board adopted a town ordinance that prohibited the issuance of building permits where the access is a class VI highway. The purpose of the ordinance was to ensure development in town was not scattered and premature and that provision of town services would be accomplished using town maintained highways. This ordinance was affirmed in 1993 and rewritten at that time to clarify when building permits could be issued for work on existing, pre-1987 buildings whose access is a class VI highway.

In the time that the ordinance has been in place, there have been no residential building permits issued for property accessed from a class VI road. There have been several permits issued for additions and accessory structures, typically after a review by the Zoning Board of Adjustment.

During this same time period, at least four sections of class VI roads (Tallow Hill, Center of Town, Andrews Lane, Red Hill Road) have, with the approval of the Selectboard, been upgraded to class V highways by applicants. Each of these cases has resulted in a residential building permit being issued. Upgraded distances have ranged from 150' to more than 1,600'.

On December 1, 2021 you applied for a residential building permit for a home to be located on a 170 acre parcel (tax map 253 lot 5) with access from Farm Road, a class VI highway. You purchased the property in 1990. As part of the building permit application, you have requested a "reasonable exception" as outlined in RSA 674:41, II to allow a building permit to be issued. As a basis for the exception, you cite the parcel's frontage on Stage Road, a state highway, as well as the extraordinary cost involved in either

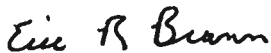
creating a driveway from Stage Road or upgrading more than 2000' of Farm Road to a class V highway.

As part of its review of this building permit request, the Selectboard has asked for and received input from the Planning Board (RSA 674:41). A copy of their response is attached. The Planning Board indicates that restricting development on our class VI roads is supported by the Master Plan and ensures that development occurs where adequate infrastructure exists to support that development. The Planning Board indicates that in their view the ordinance continues to have value to the orderly development of the community. The Planning Board also expressed concern about issuing exceptions to the ordinance and the precedent that might establish.

After full consideration of the request, the Selectboard voted on February 2nd to deny your building permit request. While there are cases where a "reasonable exception" might be issued, an application that requires the use of over 2,000' of a class VI highway to serve a single-family home was not viewed as reasonable.

The Planning Board and Select Board have committed, in the coming months, to conducting a review of the town's class VI road ordinance. Public input will be a key part of this review. Possible amendments to the ordinance might include the development of criteria for granting a "reasonable exception" to the ordinance.

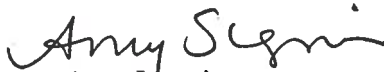
Sincerely,



Eric Brann



Ronnie Eberhardt



Amy Lappin

Plainfield Select Board

Jan. 5, 2022
Board of Selectmen
Plainfield, NH

The Planning Board met on Dec. 20th and on Jan 3rd to discuss the request of Paul and Nancy Franklin to allow a building permit to be issued on Poor Farm Rd, a Class VI road.

The pertinent facts:

The Class VI road ordinance preventing the issuance of building permits on Class VI roads has been in effect since 1986 and no building permits have been issued in the 36 years since. Residents who had homes on Class VI roads prior to 1986 have been able to obtain building permits to add small outbuildings, but come to the ZBA for approval to increase the size of their SFH after

The Franklins are requesting a “reasonable exception” be granted to allow them to sell the 170 acre property with one building lot accessed by the existing Class VI Poor Farm Road.

The Franklins purchased the Town Poor Farm property in 1990 to prevent it from being developed and in 2004 put a conservation easement on the property with the Society for the Protection of NH Forests. They have been excellent stewards of the property.

The Poor Farm Road is approximately 2,200’ long from the bridge to the foundations of the old Poor Farm. About 550’ of the road is maintained by the Heaths. The Franklins would have to upgrade the road only to their property line, which would be approx. _____’ The Franklins maintain that to upgrade the road to Class V standards and widen the road from 12’ to 16’ would be prohibitive in cost, disruptive to the Heaths, and the new road could be challenging for the town to maintain going forward. They have not obtained any estimates for the cost of upgrading the road, but Selectman Brann said he had asked people in the industry and was told costs could be \$200-\$250 per foot.

They do have another alternative access to the site, using their Stage Road frontage, but this would require building a bridge across BMD brook and a long driveway off Stage Rd.

The PB was clear that we believe the ordinance does have value and don’t want to lose the ordinance. The question then was whether there were sufficient grounds to justify a “reasonable exception” to the ordinance. The statute requires that the applicant prove that the enforcement of the ordinance would entail “practical difficulty or unnecessary hardship, not distort the official zoning map or cause hardship to future purchasers or undue financial impact on the municipality.”

We discussed whether factors such as the large size of the lot, the limitation to one new house, and the benefit to the town of the conservation easement on the property would justify an exception and are unsure it would be. We have concerns about setting a precedent and worry that allowing a “reasonable exception” could open up thousands of acres on Class VI roads to

development. Steve also raised the question about whether current homeowners on Class VI roads could apply for ADUs.

The PB discussed whether we would want to maintain a blanket prohibition, or do we need to revisit the ordinance and clarify when an exception might be considered.

Selectman Brann felt that any change in the language of the ordinance should be voted on at town meeting.

The PB would be willing to meet with the Selectboard to discuss perhaps defining the factors that would be applicable for a "reasonable exception" criteria in the ordinance but doesn't feel able at this point to make a specific recommendation about whether an exception should be granted.

FROM JANE STEPHENSON CHIR PB

TOWN OF PLAINFIELD ZONING AND BUILDING PERMIT APPLICATION



Property Owner:

Name: Franklin Family Trust Phone: 603-298-8519

Street: 141 River Rd Email: RIVERVIEW*Franklin@gmail.com

City State Zip: Plainfield NH 03781 Builder Email: _____

Project: Permit Type: (Check one) Building Zoning

Street Address: _____ Farm Road

Tax Map: 253 Lot Number: 5 Lot Acreage: 157-176 Zoning District: RR & RC-1

Proposed project distances to property lines (in feet): Front: 200 Rear: 1000+ Side: 1000+ Side: 1000+

State Approved Septic Design #: NA Driveway Permit #: NA

Please provide a written description of the project including appropriate dimensions: Request is to consider the parcel as a singular building lot so as to obtain a residential building permit, size and septic load to be determined, for the building envelop described in the attached Conservation Easement Deed at Section 3.A.

Contractor Information:

Builder:	Electrician:	Plumber:
Name: _____	Name: _____	Name: _____
Phone: _____	Phone: _____	Phone: _____

Applicant Signature: Paul Franklin Nancy JD Franklin Date: 12/1/21

Required Attachments: Drop off or mail Application documents to: Town of Plainfield, PO Box 380, Meriden, NH 03770
 Please provide a copy of plans detailing the project. Hand-drawn plans can be used if necessary.
 Permits cannot be issued without receipt of the proper fee. If you are unsure of the amount due or have any questions about your application, contact the town office (603-469-3201). email address: plainfield.ta@plainfieldnh.org

TOWN USE: Current Use: Yes / No ZBA: Yes / No PB: Yes / No

TOWN of PLAINFIELD ACTION

Reviewed and Approved By Building Inspector _____

Approved _____ Denied _____

Reviewed by Zoning Administrator _____

Permit #: _____ Date: _____

CONSERVATION EASEMENT DEED

PAUL B. FRANKLIN and **NANCY J.B. FRANKLIN**, husband and wife, of 141 River Road, Town of Plainfield, County of Sullivan, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land, consisting of approximately 170 acres, situated on Stage and Farm Roads in the Town of Plainfield, County of Sullivan, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the benefit of the public:

- A. The conservation and protection of open spaces, particularly the conservation of the 170 +/- acres of productive farm and forest land of which the Property consists, and the long-

term protection of the Property's capacity to produce economically valuable agricultural and forestry products;

- B. The conservation of natural habitats of plants and animal species native to New Hampshire, including but not limited to song birds, birds of prey, amphibians and other species of small and large mammals all known to frequent the Property;
- C. The protection of undeveloped road frontage along 200 feet on Stage Road and 2000 feet on Farm Road for the scenic enjoyment of the general public;
- D. The enlargement and enhancement of the Grantee's abutting 1,100-acre Yatsevitch Forest and the nearby 173 acre Ripley Place Easement held by the State of New Hampshire and the 92-acre Colby Easement held by the Town of Cornish;
- E. The protection of the 300 undeveloped feet of water frontage along the Blow-Me-Down Brook to which the Property abuts;
- F. The protection of the Property for outdoor recreation by and the education of the general public, and
- G. The protection of the quality and availability of ground water and surface water resources on and under the Property.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2003 Master Plan of the Town of Plainfield, which states

"Plainfield's important natural resources should be conserved for the use and enjoyment of the residents" and "wildlife habitat should be protected and insulated from disruptive land uses and over development"; and

and with New Hampshire RSA Chapter 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
- i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement.
 - ii. Agriculture and forestry for industrial or commercial purposes on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agricultural and forestry activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.
- B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, utility line, bridge, culvert, barn, maple sugar house, or shed; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.

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

- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 15 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for non-motorized, non-wheeled and pedestrian non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife observation, cross-country skiing, fishing, fishing and hunting, but not for camping, snowmobiling or use by ATV's or other wheeled vehicles. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property

against public access to agricultural cropland during the planting and growing season, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities.

3. RESERVED RIGHTS

- A. Grantor reserves the right to withdraw from the Easement, a single parcel of land, not to exceed 7 acres in size, or the minimum lot size then in effect under applicable municipal regulations and ordinances, whichever is the greater, with the minimum road frontage required thereby on Farm Road. Said parcel may be subdivided and conveyed separately from the Property. Said parcel of land shall only be withdrawn from the southerly side of Farm Road and none of said parcel shall be located further than six hundred (600) feet from the southerly side of said Farm Road. In order to withdraw the said parcel the Grantor must submit for Grantee's approval, which will not be unreasonably withheld, a survey plan prepared by a licensed surveyor, recordable at the Sullivan County Registry of Deeds, locating and depicting said parcel as proposed to be withdrawn. Grantor reserves the right to install, repair, replace and maintain a driveway and utilities across the Property to serve the said parcel of land when withdrawn.
- B. Grantor reserves the right to withdraw from the Easement, a single parcel of land, not to exceed 5 acres in size, or the minimum lot size then in effect under applicable municipal regulations and ordinances, whichever is the greater, with the minimum road frontage required thereby on Stage Road or the northerly side of Farm Road. Said parcel may be subdivided and conveyed separately from the Property. In order to withdraw the said parcel the Grantor must submit for Grantee's approval, which will not be unreasonably withheld, a survey plan prepared by a licensed surveyor, recordable at the Sullivan County Registry of Deeds, locating and depicting said parcel as proposed to be withdrawn. Grantor reserves the right to install, repair, replace and maintain a driveway, bridge and utilities across the Property to serve the said parcel of land when withdrawn.
- C. Notwithstanding the foregoing, Grantor reserves the right to use the Property for low-impact, dispersed, non-wheeled, commercial outdoor recreational uses that are not inconsistent with the Purposes of this Easement, including but not limited to cross-country skiing, hiking, hunting, and fishing, provided that such on-site uses or activities, along with any associated improvements including, but not limited to unpaved roads or trails, dams, fences, bridges, culverts, are not detrimental to the Purposes of the Easement. Said commercial outdoor recreational uses shall not include any buildings, ball fields or other athletic fields, golf courses, indoor and/or commercial riding rings, race tracks or courses used by wheeled vehicles. The aforesaid is not intended to prohibit development and maintenance of unpaved trails for snowmobiles, cross country skiing, walking, horseback riding, hiking or running.
- D. The Grantor reserves the right to develop, utilize, and maintain a spring located on the Property and to construct a spring house and all associated piping for the purpose of serving the any residence located on the said parcel, if withdrawn from the Easement as described in Section 3. A. above. The Grantor shall notify the Grantee in writing at least thirty (30) days before undertaking any construction activities pursuant to this paragraph, such notice is to

include a description of the location, timing, method and scope of the proposed activity. Within thirty (30) days after Grantee's receipt of such submission the Grantee shall approve or disapprove in writing and shall so inform the Grantor. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefore. Grantee's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 24 square inches in size, along the Property's boundaries.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party

becomes concerned whether any use or activity (which together for the purposes of this Section 7 shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – GRANTEE'S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.

- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under Section 8. B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor's name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section 8 without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section 8 apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of Section 7, which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor agrees that the Grantee's remedies at law for any violation of the terms this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 8.C., both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall

bear its own costs.

- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppel, or prescription.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section 8, against any third party responsible for any actions inconsistent with the provisions of this Easement.

9. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance of any land of the Grantor other than the Property with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (collectively within this section referred to as "legal requirements") of the Town of Plainfield, the State of New Hampshire or any other governmental unit, the Property shall be deemed to be a separate non-contiguous parcel whose characteristics, including but not limited to acreage and road frontage, shall not be taken into account in making such determination.

10. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid,

as the case may be, shall not be affected thereby.

12. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.
- C. The Grantee shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

13. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5, above, accepts and records the additional easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation Purposes for which this Easement is delivered.

IN WITNESS WHEREOF, We have hereunto set our hands this 14 day of December, 2004.

Paul B. Franklin
Paul B. Franklin

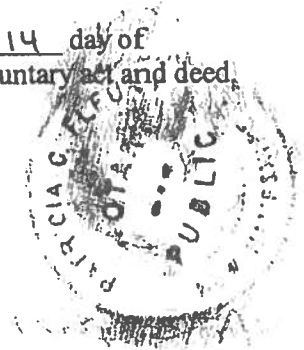
Nancy J. B. Franklin
Nancy J. B. Franklin

The State of New Hampshire
County of Sullivan

Personally appeared Paul B. Franklin and Nancy J. B. Franklin this 14 day of December, 2004, and acknowledged the foregoing to be their voluntary act and deed.

Before me, Catherine S. Flynn
Justice of the Peace / Notary Public

My commission expires: 10-10-06



ACCEPTED: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

By: Jane A. Difley
Title: President/Forester
Duly Authorized

Date: 12/14/04

The State of New Hampshire

County of Merrimack

Personally appeared JANE A. DIFLEY of the Society for the Protection of New Hampshire Forests, this 14 day of December, 2004, and acknowledged the foregoing on behalf of the Society for the Protection of New Hampshire Forests.

Before me, Patricia G. Fleury
Justice of the Peace/Notary Public

My commission expires: 10-10-06



APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated on Stage and Farm Roads, so-called, in the Town of Plainfield, County of Sullivan, State of New Hampshire, consisting of approximately 170 acres, shown on a unrecorded plan entitled "Town Farm, Plainfield, NH" dated 1954, by W.F. Breckenridge, (hereafter "Plan"), and more particularly bounded and described as follows:

Bounded on the north by the Plainfield-Meriden highway (a/k/a Stage Road), on the east by land formerly of Quenlin Ward, land now or formerly of Daniel Muchinsky and Mary Barnes and land now of the Society for the Protection of New Hampshire Forests, formerly Stella Hussey, on the south by land now of the Society for the Protection of New Hampshire Forests, formerly of Thomas Penniman and on the west by land of now or formerly of Robert Gibson and Forrest Laurie, the same being all that portion of the so called Town Farm lying southerly of said main highway and being the whole of the same land conveyed to Albert K. Read by Lillie E. Bates by her Warranty Deed dated Jan. 19th 1948 and recorded in the Sullivan County Registry of Deeds in Volume 322 Page 68.

Said property being known as the "Town Farm" containing 170 acres more or less.


Being a portion of the premises conveyed to Freeport Development, Inc. by deed of Greater New England, Inc. Dated January 9, 1990 and recorded in Volume 903 page 474 of the Sullivan County Registry of Deeds.

SUBJECT TO Current Use Taxation.

MEANING AND INTENDING to describe all and the same premises conveyed by Deed from Freeport Development, Inc., to Paul Franklin and Nancy Franklin, dated February 12, 1990, recorded at said Registry at Book 931, Page 459.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION



REAL ESTATE TRANSFER TAX

***** THOUSAND \$ HUNDRED AND 40 DOLLARS

12/20/2004 698580 \$ *****40.00

VOID IF ALTERED

RECEIVED
SULLIVAN COUNTY
REGISTRY OF DEEDS

2004 DEC 20 A 8:38

SULLIVAN COUNTY RECORDS
Alvan K. King REGISTER

Pursuant to RSA 674:41,II, we are requesting a “reasonable exception” from the Town’s Ordinance 1993-01 precluding building on the tract know as the Poor Farm. We are requesting the entire tract be considered as a single building lot accessed by the Class Vi portion of Farm Road.

Based on the statute, the following elements need to be addressed:

- 1) continued enforcement of the ordinance precluding any building “would entail practical difficulty or unnecessary hardship...”
- 2) “the issuance of the permit or erection of the building would not tend to distort the official map or increase the difficulty of carrying out the master plan upon which it is based...” and
- 3) the “erection of the building or issuance of the permit will not cause hardship to future purchasers or undue financial impact on the municipality. “

Before addressing these elements, a summary of the physical, access and legal aspects of the Poor Farm tract along with an overview map should help provide context for our request.

The Poor Farm has a long history of private and public use. Those uses and a major relocation of Stage Road in the early 1950s resulting in several road and bridge changes complicated the access to the tract.

Below are some of the pertinent road, access and use restrictions that have a bearing on the request,

- Poor Farm tract is approximately 170 acres; Farm Road bisects it with an estimated 35 acres on north side and 135 acres on south side;

- Farm Road Class V section is about 100 feet in length from Stage Road to west side of bridge over the Blow-Me-Down with town maintenance to Joel Water’s driveway;

- Farm Road Class VI section is about 2,200 feet from the bridge to the Poor Farm foundations in the middle of the tract; all former roads have all been discontinued with no public right of way retained; (Farm Road southwesterly to Jordan Road at the Maurice and Doris Mercier residence – discontinued in 1825, Tallow Hill Road “eastern extension” from foundations north to Old Sage Road, - discontinued in 1949 and the Old Stage Road discontinued in 1954)

- Bill and Donna Heath maintain about 550 feet of Farm Road Class VI section from the bridge to their driveway; their residence was built by a prior owner before Plainfield’s Ordinance was adopted;

- The Class V and improved Class VI sections of Farm Road have a travel width of 12 feet; while most of the road right-of-way appears to be 3 rods (49.5 feet), the width

between the stone walls narrow considerably in the hill section between the Water's and Heath's residences to 31 – 33 feet;

- Poor Farm tract has approximately 200 feet of frontage on Stage Road starting at the former Old Stage Road bridge abutment just west and opposite of the Halleran/Sheehan driveway and going west along Stage Road for 200 feet. Using this frontage for access would entail building a bridge over the Blow-Me-Down Brook, result in a steep and potentially unsafe driveway onto Stage Road and require over a half mile driveway uphill across many drainage areas to reach the old foundations and any practical building site.

- Poor Farm is subject to a 2004 Conservation Easement with the Society for the Protection of New Hampshire Forests (SPNHF). The Easement limits use of the tract to forestry and agricultural uses except for the reserved right of two building lot envelopes (one to a 600 foot depth on the south side of Farm Road and a second to a 200 foot depth on the north side); the Easement was part of a three Franklin/Smith family transaction in 2004 that added nearly 400 acres to the existing Yatsevitch Forest of SPNHF; Our request, if granted, would entail forfeiting one of the two building envelopes.

- Conserved land west and south of the Poor Farm now total approximately 2,000 acres precluding any further development and the need for public roads in those directions;

- The Poor Farm was owned by the Town from 1857 – 1868 as the third and last Poor Farm (see history attached); It contained the original cape with a dormitory style wing added to allow the housing of 8 – 27 indigent individuals, extensive barns and a hearse house; the Town still retains a deeded right to maintain a hearse house on the property.

Following are our responses to the three elements contained in RSA 674:41,II.

1) continued enforcement of the ordinance precluding any building “would entail practical difficulty or unnecessary hardship...”

Access to the allow building, without seeking a “reasonable exception”, could be obtained by either upgrading the Class VI portion of Farm Road to Class V standards or building a bridge and long driveway off Stage Road. But both would entail “practical difficulty or unnecessary hardship”.

Upgrading Farm Road to Town road standards would cost several hundred thousand dollars disproportionate to the need and benefit for a single building lot. Also it would be practically difficult to widen to Town standards in the steep area from the Water residence to the Heath residence without causing excess back-slopes and drainage issues especially to the Water's house lot. The existing road already fits tightly in this “cut” area and widening it could increase runoff into the nearby Blow-Me-Down Brook and would likely exceed the width of the existing

right of way. It also would result in a new Class V road 1200 – 2200 feet in length (depending on its terminus) that would require on-going Town maintenance and cause “undue financial impact on the municipality” disproportionate to the benefit of one house lot.

Access from Stage road is even more impractical and unreasonable, as it would involve a new bridge across the brook and extensive and potentially environmentally damaging roadwork in steep grades and wet areas.

Granting a reasonable exception would allow an adequate narrower driveway using the Farm Road right-of-way. The existing “cut” section could be improved without widening and impacting the two existing residences, and the resulting drive would preclude the expense of Town maintenance.

2) “the issuance of the permit or erection of the building would not tend to distort the official map or increase the difficulty of carrying out the master plan upon which it is based...”

The historic uses of the Poor Farm tract, coupled with the SPNHF Easement and the adjoining 1800+ conserved acres, are in keeping with Plainfield’s Master Plan goals, especially those in the Historic Resources, Land Use, Natural Resources and Recreation chapters. Allowing building on the tract as a single house lot will not change those uses. The public will still have access for all non-motorized uses such as hiking, cross country skiing hunting, fishing etc. in keeping with the SPNHF Easement. The Poor Farm has always been actively used for agriculture, forestry and recreational purposes and allowing it to be built on as a house lot could improve those capabilities with on-site housing and equipment.

It’s also hard to suggest that a 170 acre single house lot would “distort the official map” given that it contained a residence until the early 1950s and had been owned and used by the Town for caring of 8-27 citizens and housing the Town hearse.

3) the “erection of the building or issuance of the permit will not cause hardship to future purchasers or undue financial impact on the municipality. “

One could argue that a future owner bearing the cost of the driveway maintenance is a “hardship”. But there are numerous long drive, large residential lots in Plainfield and subsequent owners have accepted the maintenance cost liability along with the privacy benefits. The existing recorded SPNHF Easement and any RSA 641:41, I c (2)&(3) recordation of limited municipality liability, if the ZBA considers it as a condition, would apprise any subsequent owner of their responsibilities and not result in any “hardship”.

There would be no “undue financial impact” on the Town by granting this “reasonable exception”. As noted earlier, conversely, there would be a financial impact by denying this request and requiring the Town take over a ¼ to ½ mile of more Class V road to maintain.

In short, we believe the aspects of this parcel (unusable State highway frontage, construction difficulties and cost of improving the Farm Road Class VI section, Farm Road public right-of-way ending in the middle of the parcel and the SPNHF Easement restrictions) are unique so as to warrant granting a reasonable exception to the Town's Ordinance.

Paul Franklin
Henry JB Franklin

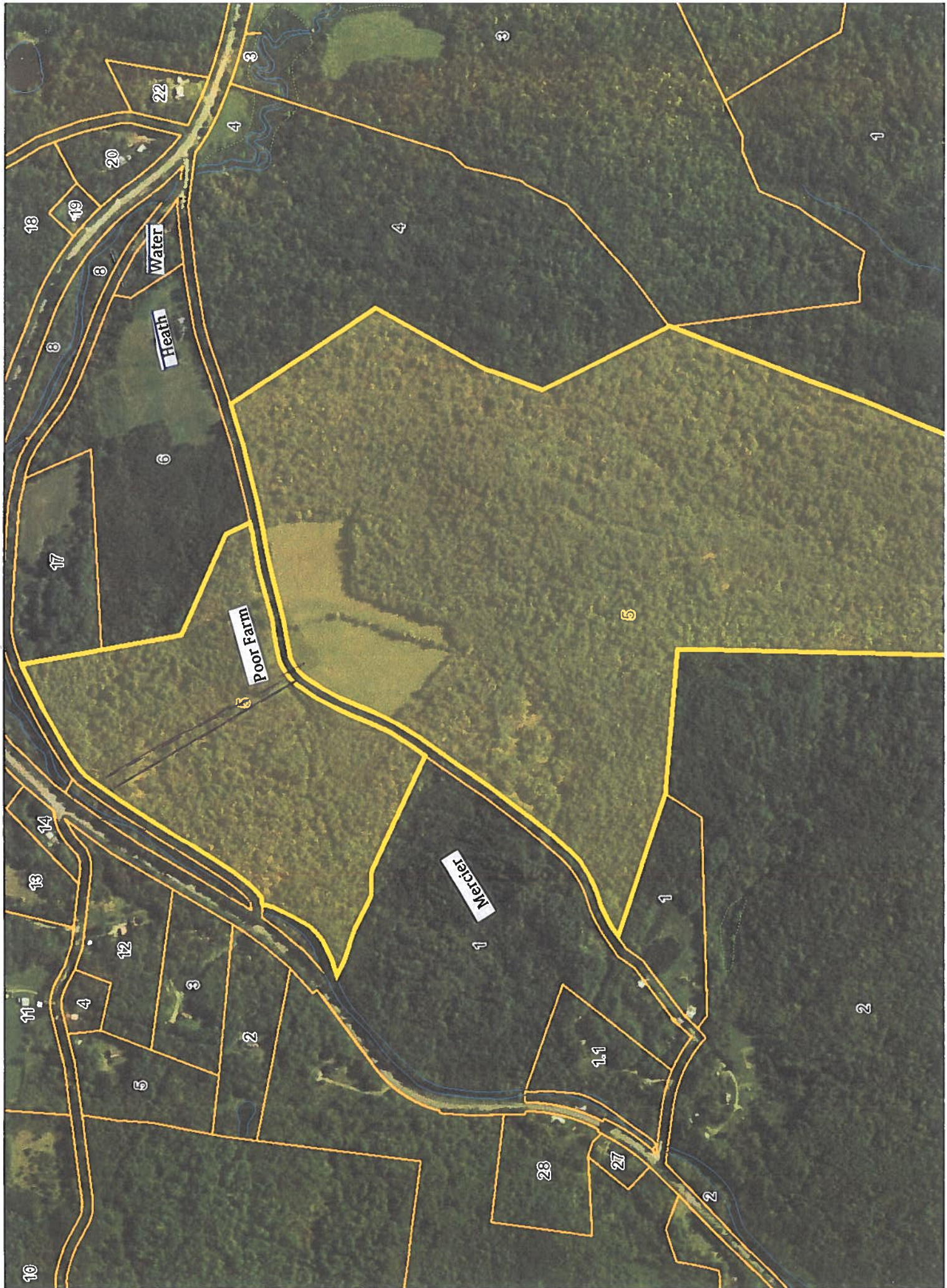
Attachments:

Maps of the parcel;

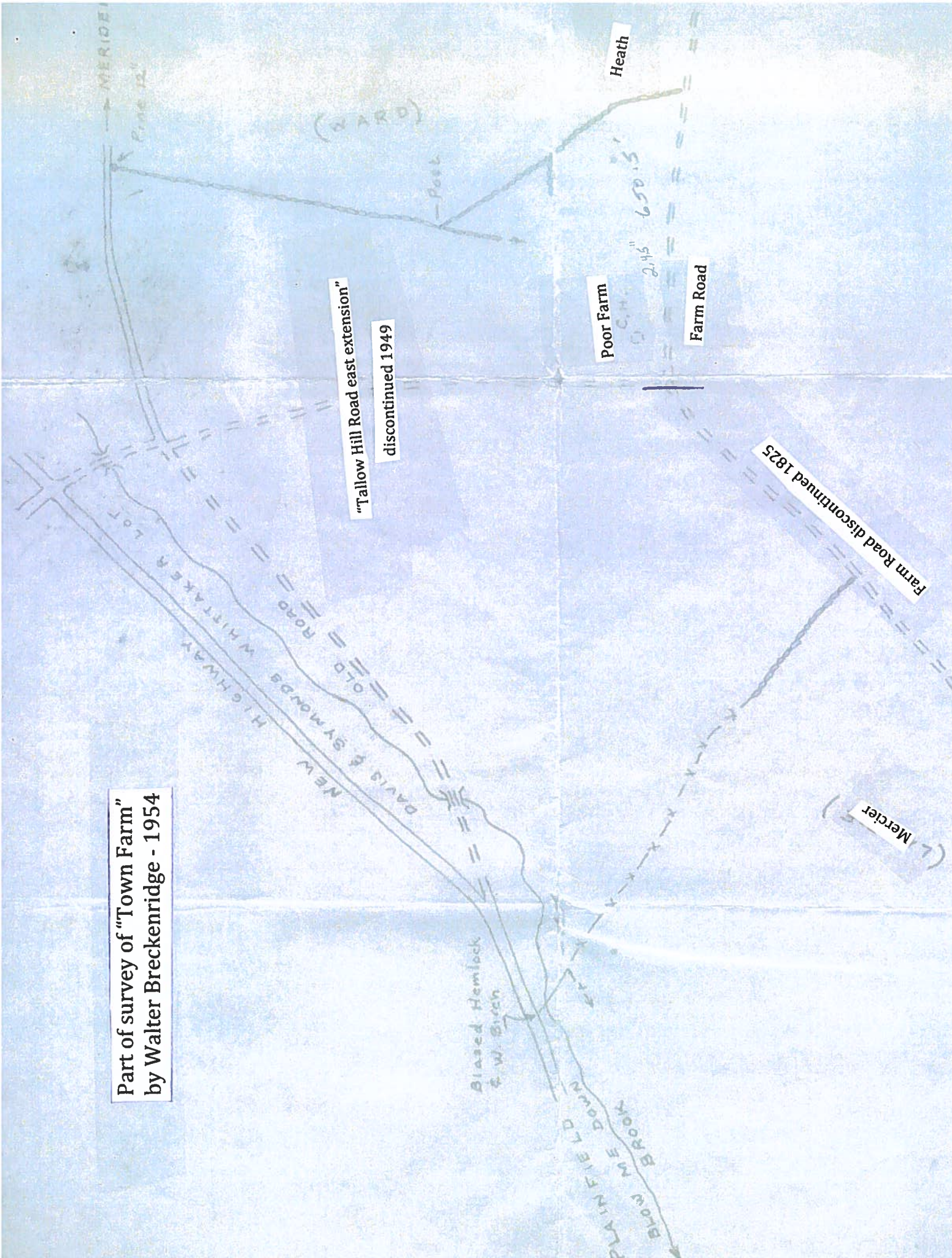
Town Ordinance 1993-01;

RSA 674:41 Statute;

History of Plainfield's Poor Farms



Part of survey of "Town Farm"
by Walter Breckenridge - 1954



"Tallow Hill Road east extension"
discontinued 1949

Poor Farm

Farm Road

Heath

Farm Road discontinued 1825

Merrier

MERIDIAN

PINE FL

(WARD)

Post

2.45" 650.5'

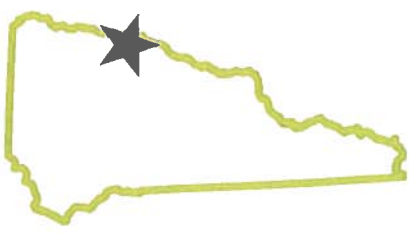
NEW HIGHWAY
DAVID & SYMONDS WHITTAKER LOT

Blased Hemlock
& W. Birch

BROOK PLAIN FIELD
BROOKWOOD



Yatsevitch Forest Proposed Addition 164 ± Acres Plainfield, NH



- Yatsevitch Forest
- Proposed Addition
- Other Conservation and Public Lands
- Yatsevitch Forest
- Other Conservation and Public Lands
- Town Lines



Ordinance 1993-01

Whereas, RSA 674:41 restricts the issuance of building permits in cases where the street giving access is not a Class V or better highway;

Whereas, the Town of Plainfield Master Plan recommends that the "Town should attempt to discourage development among Class VI roads," [V1-6] and further that "Class VI roads subject to gates and bars should be kept available for future recreation use, but not upgraded..." [X1-10];

Whereas, the lack of maintenance to Class VI roads may inhibit the delivery of emergency services to persons or property on such roads;

Whereas, the Town may have liability to parties who might occupy properties along such roads;

Whereas, the Board of Selectmen is given the authority under RSA 47:17 to make Bylaws and Ordinances;

Whereas, it has been the policy of the Town of Plainfield to restrict the issuance of building permits on Class VI roads since August 1, 1987;

Whereas, an applicant, having been denied a building permit, may appeal from the decision to the Zoning Board of Adjustment, as allowed in RSA 674:41;

Whereas, the Zoning Board of Adjustment has the power to authorize or issue a permit, subject to such conditions as it may impose and as permitted by law;

Now Therefore, after review and comment by the Planning Board, the Board of Selectmen has enacted the following ordinance:

Ordinance 1993-01

Issuance of Building Permits on Class VI Highways

1. No building permits shall be issued for new buildings where the street giving access to the lot upon which the building is proposed is a Class VI road.

2. No building permit shall be issued for any addition to an existing building where the street giving access to the lot is a Class VI road, if any increase in the need for municipal services or increased impact on the Class VI road results.

This ordinance was adopted by an affirmative vote of the Board of Selectmen on November 10, 1993.

PLAINFIELD BOARD OF SELECTMEN


Benjamin R. Judy, Chair


Judith A. Belyea


Jay D. Waldner

TITLE LXIV

PLANNING AND ZONING

CHAPTER 674

LOCAL LAND USE PLANNING AND REGULATORY POWERS

Regulation of Subdivision of Land

Section 674:41

674:41 Erection of Buildings on Streets; Appeals. –

- I. From and after the time when a planning board shall expressly have been granted the authority to approve or disapprove plats by a municipality, as described in RSA 674:35, no building shall be erected on any lot within any part of the municipality nor shall a building permit be issued for the erection of a building unless the street giving access to the lot upon which such building is proposed to be placed:
- (a) Shall have been accepted or opened as, or shall otherwise have received the legal status of, a class V or better highway prior to that time; or
 - (b) Corresponds in its location and lines with:
 - (1) A street shown on the official map; or
 - (2) A street on a subdivision plat approved by the planning board; or
 - (3) A street on a street plat made by and adopted by the planning board; or
 - (4) A street located and accepted by the local legislative body of the municipality, after submission to the planning board, and, in case of the planning board's disapproval, by the favorable vote required in RSA 674:40; or
 - (c) Is a class VI highway, provided that:
 - (1) The local governing body after review and comment by the planning board has voted to authorize the issuance of building permits for the erection of buildings on said class VI highway or a portion thereof; and
 - (2) The municipality neither assumes responsibility for maintenance of said class VI highway nor liability for any damages resulting from the use thereof; and
 - (3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds; or
 - (d) Is a private road, provided that:
 - (1) The local governing body, after review and comment by the planning board, has voted to authorize the issuance of building permits for the erection of buildings on said private road or portion thereof; and
 - (2) The municipality neither assumes responsibility for maintenance of said private roads nor liability for any damages resulting from the use thereof; and
 - (3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds for the lot for which the building permit is sought; or
 - (e) Is an existing street constructed prior to the effective date of this subparagraph and is shown on a subdivision plat that was approved by the local governing body or zoning board of adjustment before the municipality authorized the planning board to approve or disapprove subdivision plats in accordance with

RSA 674:35, if one or more buildings have been erected on other lots on the same street.

II. Whenever the enforcement of the provisions of this section would entail practical difficulty or unnecessary hardship, and when the circumstances of the case do not require the building, structure or part thereof to be related to existing or proposed streets, the applicant for such permit may appeal from the decision of the administrative officer having charge of the issuance of permits to the zoning board of adjustment in any municipality which has adopted zoning regulations in accordance with RSA 674, or, in municipalities in which no board of adjustment exists, to the local legislative body, or to a board of appeals, whichever is appropriate, in accordance with RSA 674:14 and 674:15, including the requirement for a public hearing. In a municipality which does not require building permits, direct application may be made to the zoning board of adjustment, or the local legislative body, or the board of appeals for permission to erect the building. In passing on such appeal or application, the board of adjustment, local legislative body, or board of appeals may make any reasonable exception and shall have the power to authorize or issue a permit, subject to such conditions as it may impose, if the issuance of the permit or erection of the building would not tend to distort the official map or increase the difficulty of carrying out the master plan upon which it is based, and if erection of the building or issuance of the permit will not cause hardship to future purchasers or undue financial impact on the municipality. Any such decision made in this connection by a board of adjustment, local legislative body, or by a board of appeals pursuant to this section and RSA 674:14 and 674:15 shall be in writing, together with the reasons for the decision, and shall be subject to review in the manner described in RSA 677.

II-a. Municipalities may except any lot, including island lots for islands served exclusively by boats, from the requirements of paragraphs I and II by an affirmative vote of the local legislative body pursuant to RSA 675, first submitted to the planning board for its approval and:

- (a) If approved by the board, approved by a majority of those present and voting at a regular or special meeting of the local legislative body; or
- (b) If disapproved by the planning board, approved by not less than 2/3 of those present and voting at a regular or special meeting of the local legislative body.

III. This section shall supersede any less stringent local ordinance, code or regulation, and no existing lot or tract of land shall be exempted from the provisions of this section except in accordance with the procedures expressly set forth in this section. For purposes of paragraph I, "the street giving access to the lot" means a street or way abutting the lot and upon which the lot has frontage. It does not include a street from which the sole access to the lot is via a private easement or right-of-way, unless such easement or right-of-way also meets the criteria set forth in subparagraphs I(a), (b), (c), (d), or (e).

IV. In addition to the requirements for the erection of buildings in paragraph I and notwithstanding the exceptions provided in paragraph II, the planning board for a county in which there are located unincorporated towns or unorganized places shall require every building which is erected on leased land located within an unincorporated town or unorganized place to have a building permit. A building permit shall be required under this paragraph regardless of the proximity of the building to any street or highway. The county shall, by resolution, authorize the planning board to issue building permits under this paragraph.

Source. 1983, 447:1. 1988, 131:2, 3. 1989, 266:20. 1995, 291:10. 1998, 344:6. 2002, 270:1, 5. 2004, 154:1, 2. 2005, 226:1, 2, eff. Sept. 3, 2005.

Brief History of the Town Poor Farm (s)

This property, known as the Town Poor Farm, was actually the third and last Poor Farm in Plainfield.

The concept of public housing of the poor and those with mental disabilities started in Portsmouth, NH in 1711 when Portsmouth voted to construct an alms house, have it overseen by the selectmen and put the able-bodied poor to work for the town. The alternative method for towns to “care” for the poor was for the selectmen to contract out the able-bodied poor to farmers for labor, and to bid out (or “venue”) to the lowest bidder, those less able to work for their support. The Town paid an annual fee to the lowest bidder.

As one might imagine, this system fostered abuse of the poor and cost the towns more tax dollars than they wanted to spend. As a result many NH towns in the 1830s started to purchase farms to place the poor and pay an overseer to manage the operation.

First Town Poor Farm

In 1832, a Plainfield committee of Elias Frost, Charles Flanders and Thomas Penniman recommended the Town purchase a poor farm. Until one could be found, the Town for seven years leased the Elijah Underhill farm, and paid him to be the overseer. This is the property at the corner of Penniman Rd. and Underhill Rd. that my folks, William F. Franklin and Doris G. Franklin, owned from 1946 to 2004 (currently owned by Terry and Joanna Donoghue).

Second Town Poor Farm

In 1839, the Town purchased, for \$2,400, a farm from Samuel and Ruhamah Johnson, kept them there as overseers and, over the next two years, gradually purchased their chattel (livestock and farm equipment, etc). However, the buildings were in disrepair and too small to properly house the poor. The Town held multiple town meetings from 1842 to 1855 on site or at the Penniman School House (at the intersection of Whitaker Rd. and Penniman Rd.) to raise funds to repair and enlarge the buildings or sell the farm. All proposals were turned down until the place burned down on March 6, 1856 and then sold eleven days later. The cellar holes of the house and associated sheds and barn are located on land currently owned by the Society for the Protection of NH Forests (formerly the Mike Yatsevich property). It's a pleasant setting in a saddle of the hills with some relatively flat land and a pretty pond that holds water most years.

Third Town Poor Farm

After the second Poor Farm burned, as luck would have it, the adjoining farm owned by Jacob Smith was available, as he had just died. The Town leased the farm until purchasing it from his executor in January 1857 for \$2,916. The Town voted the same year to build a dormitory-like addition to the east end of the existing cape-

style house. A transcript of the 1858 "Report of the Auditors" describing the addition is at the end of this paper. In 1862, the Town voted to purchase a hearse and build a shed to house it on the property (hearse - \$225; shed - \$86.24). The Town still retains the right to have a "hearse house" on the property as noted in the deed. The Town records contain annual inventories of produce and livestock raised on the farm in support of its inhabitants (ranging in number from 8 to 27), the most notable being the several hundred bushels of potatoes, 6-8 barrels of hard cider and 200+/- sheep. As the county home and farm system began in the 1860s (for Sullivan County in Unity), the Town voted in December 1868 to send its inhabitants to Unity and sell the property. It was sold for \$2924.65 at auction to James Wardner Jordan who lived there until his death in 1899.

After two intervening owners, the property was sold in 1948 for \$1,900 to a local renowned farmer, Albert K. Read, who bought it for pasturing livestock. Within two years, Abe sold it to Arthur Davis and B. Read Lewis. Arthur Davis was the father of Tom Davis, principle owner of Freeport Development from whom we purchased the property in 1990. Abe was a clever businessman. When he sold the property, he retained three property rights: 1) the right to pasture the property for 35 years; 2) the right to cut timber in an acre and a half area (that was shortly to be transferred to the State of NH for the relocation of Stage Rd.) along the northern portion of the property and 3) the buildings to be removed "as soon as convenient (sic) may be." Abe sold the salvageable timbers from the house to Nathan Mace for \$200. With that \$200, Abe told me he purchased enough barbed wire to entirely fence the 170 acres. Those two strands of barbed wire along with the many stonewalls still identify the boundaries of the Poor Farm. The house and extensive shed/barn foundations are still very identifiable today.

Paul Franklin
April 2017

From the Plainfield Town Records on File with the Town Clerk

1858 Report of Auditors of house addition built:

"A building 1 1/2 story high, 50 ft. by 28, with a basement. In the basement, there is a kitchen 28x18 with one large kettle set and another place for boiling. There is one division in basement for woodshed 28 by 18, and one place for hog house 28x14, the basement not quite finished. On the next floor above there is a carriage house or tool house 28 by 14. A woodshed 14 by 16. There is an insane room 9 feet by 10 divided by 4 in. maple joists, 4 inches apart, with a stove in one part, so the maniac can be made comfortable and still not able to do much damage to himself or any body else.

There is a bedroom designed for the family who live at the Poor House, with a clothes press (freestanding closet), the whole 9'x10'; cheese room 8'x10'; Family room 18'x18'.

There are 4 front sleeping rooms upstairs and 5 in the rear, with a passage between them running the whole length of the building. Two of these rooms have stoves. There is also a clothes press in three of these rooms.

The building is finished in good plain style, clapboarded with pine and painted. The cost of the building in cash paid out \$1,015 which with the board of the hands while at work on the building, which we have estimated at \$80, and the use of the oxen in drawing lumber, stone, making cellar, etc. which we have estimated at \$65 makes us the cost of the building \$1,160."