



City of Rochester, New Hampshire

Department of Building, Zoning and Licensing Services
31 Wakefield Street * Rochester, NH 03867
(603) 332-3508 * Fax (603) 509-1912

pd ck # 233
197.56

APPLICATION FOR A VARIANCE

TO: BOARD OF ADJUSTMENT
CITY OF ROCHESTER

DO NOT WRITE IN THIS SPACE

CASE NO. 2016-34

DATE FILED 11-23-16

X. Quinn
ZONING BOARD CLERK

Phone No 603-781-9548

Name of applicant Joseph Vachon

Address 16-18 Amarosa Dr.

Owner of property concerned Laura E Farago-Colliers International
(If the same as applicant, write "same")

Address 500 Market St Suite 9 Ports. NH. 03801
(If the same as applicant, write "same")

Location 16-18 Amarosa Dr.

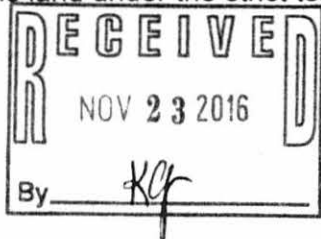
Map No. 205 Lot No. 2 Zone IND

Description of property Industrial Building

Proposed use or existing use affected Industrial Building use is of now,
proposed use changed to Health/Fitness club.

The undersigned hereby requests a variance to the terms of Article 42,
Section 18-C and asked that said terms be waived to permit the use of a Health/Fitness
club within current space.

The undersigned alleges that the following circumstances exist which prevent the proper enjoyment of his land under the strict terms of the Zoning Ordinance and thus constitute grounds for a variance.



Signed J. Vachon
(Applicant)

EMAIL: Infinite Performance 1618@Yshoo.com

- or -
JUV 033@Yshoo.com

CRITERIA FOR VARIANCE

Case # 2016-31

Date: 11-23-16

A Variance is requested by Joseph Vachon & David Levesque
from Section 42 Subsection Table 18-C
of the Zoning Ordinance to permit: Health/Fitness Club

at 16/18 Armstrong Dr. Map 205 Lot 2 Zone Ind.

Facts supporting this request:

1) The proposed use would not diminish surrounding property values because:

Use of this building for our trade purposes would blend smoothly into the surrounding zone. Almost all business operations will take place within building. Traffic flow would be mostly unaffected. Spoke with owner of 'Wicked Good Ice' who has no problem seeking variance.

2) Granting the variance is not contrary to the public interest because: We are solely trying to improve people's lives through fitness. Business operations will be conducted

mostly inside and go unnoticed by surrounding property owners. Granting this variance will not change the current character of zone.

3.) Denial of the variance would result in unnecessary hardship to the owner because of the following special circumstances of the property: Location of building in question is in very

close proximity of a zone allowing ^{Health/Fitness} Fitness Clubs. This building holds all necessary requirements to fulfill our goals within our business (warehouse style space) and is unattached to neighboring structures. Being away from crowded city centers is crucial to allow smooth flow of business operations. Locations near city centers pose challenges of adequate space, noise pollution, etc.

4.) Granting the variance would do substantial justice because: Improve reputation of

surrounding area. Crossfit is a booming fitness regimen for all that has grown exponentially through the past 10 years. A strong fitness based community could be exactly what Rochester needs to improve the lives of its residents.

5.) The use is not contrary to the spirit of the ordinance because: It is similar to existing uses. Approval will not change current character of zone.

Name J. Vachon Date: 11/23/16

Dear members of the Zoning Board,

I am seeking a variance for approval of a fitness facility on Amarosa Drive. Current zoning rules prohibit a fitness facility within this Industrial Zone. I am requesting to open a Crossfit gym on the mentioned property.

The property in question is an ideal location for our desired business. Crossfit gyms need a warehouse style property to succeed. Large open spaces allow for members to freely and safely exercise under group training classes. High ceilings allow for functional movements to be performed. This building is unattached by structure to any other business. Noise, vibrations and any other interruptions will not be a concern for disrupting nominal flow of operations to our neighbors.

I hope you agree that granting this request will improve the aesthetics and spirit of the community. We hope the city of Rochester will be proud to support a healthy hobby and a business that is concerned for the wellbeing and fitness of its members.

Should you have any question, please do not hesitate to contact me at (603) 781-9548, or my business partner David Levesque at (603)978-7364. You may also reach both of us at InfinitePerformance1618@yahoo.com. Thank you for your time.

Sincerely,

Joseph Vachon

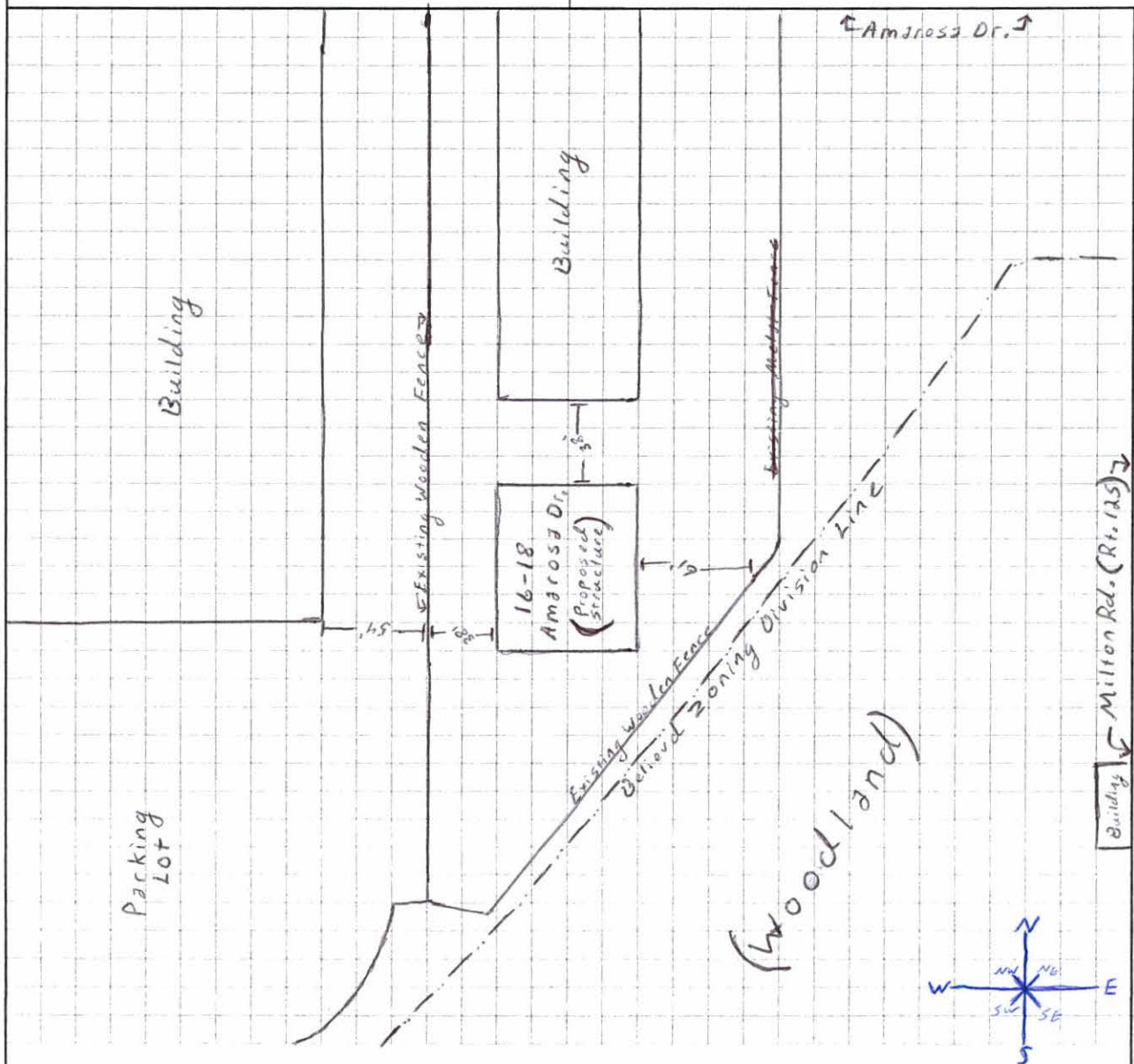
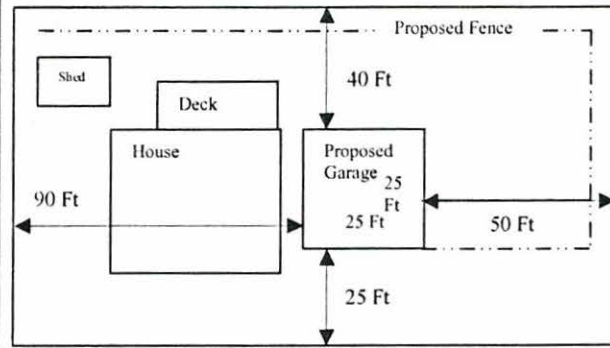
David Levesque

Sketch Plan

Instructions:

- 1) Show the Property lines and road(s).
- 2) Show the proposed Structure and all existing structures.
- 3) Show the Measurements from the proposed structure to all lot lines, measure straight through existing structures if needed.
- 4) Include the dimensions of the proposed structure.
- 5) If installing a fence – show the location.

Sample Plan:



Signature _____

Date _____

Lease of Property Agreement

This lease made on this date 11-15-2016, by and between Amarosa Industrial Park,
Hereinafter called Lessor, and Infinite Performance LLC, hereinafter called Lessee,
For the property located at 16/18 Amarosa Drive (5,000SQ FT of space), Rochester NH.

Witnessed:

1. Lessor hereby leases to Lessee said Property for the purpose of Office & Warehouse.
2. The term of this lease is 3 years, beginning this day 02-01-2017 and ending on this day 01-31-2020.

3. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Property for the purpose Aforesaid, dollars per.

Year 1 \$5.52 PER SQ FT.

Year 2 \$6.00 PER SQ FT.

Year 3 \$6.50 PER SQ FT.

Payment shall be due at the first of each month. There is a five day grace period for payment but any payments received after the sixth day of the month will be charged a \$25.00 per day fee. Also any payments of insufficient funds will be charged a \$100.00 fee.

Payment should be made payable to:
Amarosa Industrial Park LLC
19 Cherry Ln
Madbury, NH 03823

(b) Tenant agrees to furnish Landlord with a certificate(s) evidencing the existence of liability coverage and naming Landlord as additional insured as required by this Article prior to delivery of premises.



(c) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good Maintenance of Property excepted, and shall repair at his own expense any damages to Said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessor. Lessee will be allowed to make tenant improvements per Exhibit A with Landlord's approval.

(d) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in Connection with the repair, maintenance or storage of said Property, and Lessee agrees That neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(e) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.

(f) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(g) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, Terms and conditions, Lessor may at his option without notice terminate this lease and Take possession of said Property wherever found.

(h) **TERMINATION and PERSONAL GUARANTEE.** If this lease is to be terminated before its completion date, the Lessee will provide (9) months prior notice in writing to the Lessor, If the Lessee fails to give prior written note of cancelation the Lessee will **Personally Guarantee** and is responsible to pay the full rent and NNN to the Lessor for any months short of the (9) months notification period.

(i) Lessee shall be responsible for keeping the sidewalk in front of the building clear of snow and salting/sanding as necessary. Lessor shall maintain the parking lot for typical business hours where accessible by a plow truck.

(j) This lease is contingent upon the Lessee obtaining approval of a zoning variance to operate a cross fit gym on the Property.

It is our goal for our industrial park to have a neat and functional appearance to benefit all tenants. To help us realize this goal, the following is a list of non-allowed uses:

- Non-inspected or non-registered vehicles
- Signs, unless approved by the landlord
- Excess noise

Construction of any kind, such as plumbing, electrical or carpentry is not allowed, unless approved by the landlord.

LESSOR:

LESSEE:

(The signature above agrees to the terms of the lease and personally guarantees part (h) termination)

LESSEE:

(The signature above agrees to the terms of the lease and personally guarantees part (h) termination)

EXHIBIT A

Unit is to be leased 'as-is'.

Lessees shall be allowed to perform, at its own expense, the below renovations with the Lessor's approval:

- Install plywood (or similar material) walls inside the warehouse so the insulation doesn't show and for the functionality of business operations.
- Paint interior to represent its business and modernize area
- Secure a steel apparatus (pull up rig) to concrete floor
(A brief explanation can be found here: <http://www.roguefitness.com/rogue-hd-concrete-anchors>.)
- Remove all warehouse wooden work benches
- Remove enclosure around electrical panel to allow more usable space such as equipment storage area if it meets code
- Suspend the hanging fluorescent light near the electrical panel to ceiling
- Attach climbing ropes and gymnastics rings to steel framing/trusses
- Remove sink and install water fountain

0205
MAP0002
BLOCK0000
LOT

LOT2

LOT3

1 of 2
CARD

INDUSTRIAL

TOTAL ASSESSED: 579,400
1552!

Rochester

Patriot
Properties Inc.

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
Land Reason:	
Bld Reason:	

PROPERTY LOCATION

No	Alt No	Direction/Street/City
16		AMAROSA DR, ROCHESTER

OWNERSHIP

Owner 1:	AMAROSA INDUSTRIAL PARK LLC
Owner 2:	
Owner 3:	
Street 1:	19 CHERRY LN
Street 2:	
Twn/City:	MADBURY
St/Prov:	NH
County:	
Own Occ:	N
Postal:	03823-7525
Type:	

PREVIOUS OWNER

Owner 1:	AMAROSA ROBERT P & MARCELLE R -
Owner 2:	-
Street 1:	39 HARBOR RD UNIT 2
Twn/City:	HAMPTON
St/Prov:	NH
County:	
Postal:	03842

NARRATIVE DESCRIPTION

This Parcel contains 1.58 AC of land mainly classified as WAREHOUSES with a(n) IND FLEX Building Built about 1988, having Primarily CORREG MTL Exterior and RIB/CORR MTL Roof Cover, with 4 Units, 0 Baths, 8 HalfBaths, 0 3/4 Baths, 0 Rooms Total, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrp/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descrp	%	Item	Code	Descrp
Z	IND	INDUSTRIA	100	U	0	SEPTIC
o				t	9	CITY WATER
n				I	5	GAS
Census:				Exmpt		
Flood Haz:						
D	RO	ROCHESTER		Topo	1	LEVEL
s				Street	1	PAVED
t				Traffic	2	LIGHT

AND SECTION (First 7 lines only)

Jse Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
401	WAREHOUSE		1		PRIMARY A SITE		1.0	0	60,000	1,000	4008									60,000						60,000	
401	WAREHOUSE		0.58		EXCESS AC	EXCESS	1.0	0	4,000	1,000	4008									2,320						2,300	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
401	314,200	16,600	1.580	62,300	393,100		27590
							GIS Ref
							GIS Ref
							Insp Date
Total Card	314,200	16,600	1.580	62,300	393,100	Entered Lot Size	
Total Parcel	498,700	18,400	1.580	62,300	579,400	Total Land: 1.58	
Source:	Market Adj Cost	Total Value per SQ unit /Card:	34.85	/Parcel:	35.63	Land Unit Type: AC	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2016	401	FV	498,700	18400	1.58	62,300	579,400	579,400	Year End Roll	9/8/2016
2015	401	FV	498,700	18400	1.58	62,300	579,400	579,400	Year-end	10/1/2015
2014	401	FV	498,700	18400	1.58	62,300	579,400	579,400	Year End Roll	9/29/2014
2013	401	FV	365,100	18400	1.58	62,300	445,800	445,800	Year End Roll	9/4/2013
2012	401	FV	365,100	18400	1.58	62,300	445,800	445,800	Year End Roll	9/20/2012
2011	401	FV	365,100	15000	1.58	62,300	442,400	442,400	Year End Roll	9/27/2011
2010	401	FV	366,600	15000	1.58	62,300	443,900	443,900	roll	8/26/2010
2009	401	FV	366,100	15000	1.58	62,300	443,400	443,400	Year End Roll	9/24/2009

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
AMAROSA ROBERT	3231-642	1	7/29/2005	Not 100%Int	350,000	No	No	4		
DWORMAN ALAN P	1416-723		10/20/1988			No	No			
	1346-758		10/9/1987			No	No			

TAX DISTRICT

PAT ACCT.

552

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment
8/2/2011	11-802	FENCE	4,000	C	12/19/2011			
10/18/2010	10-1208	HEATING	3,500	C	3/15/2011			
1/5/2010	10-21	FIRE PRO	23,000	CE	2/10/2010			
12/4/2009	09-1334	PLUMBING	250	CE	2/10/2010			
1/24/2003	36	ELECTRIC	16,000	C	3/20/2003			
12/3/2002	1368	COMM BLD	110,000	C	3/20/2003			

ACTIVITY INFORMATION

Date	Result	By	Name
11/26/2013	OWN ADD CHG	VK	VERNA
5/2/2008	MEAS+HNSPCTD	TM	TOM
8/9/2005	DEED CHANGE	VW	VIRGINIA
2/26/2003	PROP LOC CHG	VL	VICTORIA

Sign:

VERIFICATION OF VISIT NOT DATA

//_

Total AC/HA: 1.58000 Total SF/SM: 68824.80 Parcel LUC: 401 WAREHOUSES Prime NB Desc: INDUSTRIAL

Total: 62,320 Spl Credit: Total: 62,300

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro

kareng

2017

SKETCH[illegible][illegible]

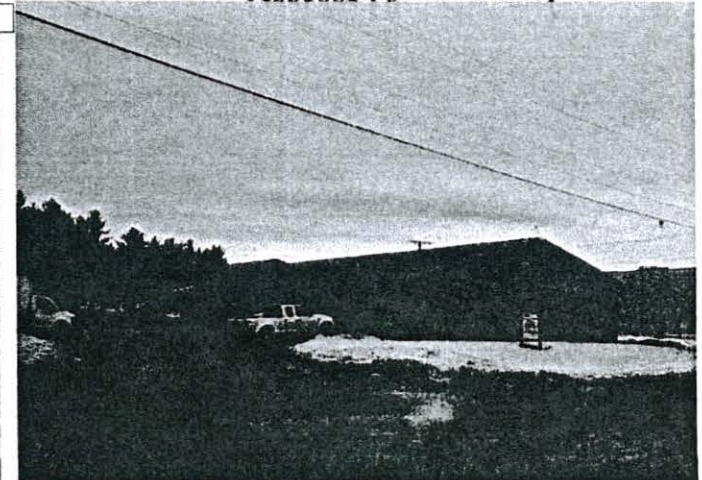
Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	1ST FLOOR	11,280	37.410	421,982
Net Sketched Area:		11,280	Total:	421,982
Size Ad	11280	Gross Area	11280	FinArea 11280

PARCEL ID	0205-0002-0000
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Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod JFact	Juris. Value
0	DOOR WD/MT	M	S	3	10 X 10	C	AV	1988	7.18 B		19	401			1,700		1,700
0	DOOR WD/MT	M	S	1	12 X 12	C	AV	1988	6.63 B		19	401			800		800
0	PAVING ASPHT	D	Y	1	1X15000	C	AV	1988	1.67 T		40	401			15,000		15,000
V6	FENCE WD 6'	D	Y	1	1X360	C	FR	1988	7.88 T		45	401			1,600		1,600



AssessPro Patriot Properties, Inc



0205
MAP0002
BLOCK0000
LOT

LOT2

LOT3

2 of 2
CARD

INDUSTRIAL

TOTAL ASSESSED: 579,400
1552!

Rochester

Patriot
Properties Inc.

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

PROPERTY LOCATION

No	Alt No	Direction/Street/City
16		AMAROSA DR, ROCHESTER

OWNERSHIP

Owner 1:	AMAROSA INDUSTRIAL PARK LLC
Owner 2:	
Owner 3:	
Street 1:	19 CHERRY LN
Street 2:	
Twn/City:	MADBURY
St/Prov:	NH
Postal:	03823-7525

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 1.58 AC of land mainly classified as WAREHOUSES with a(n) IND FLEX Building Built about 2002, having Primarily CORREG MTL Exterior and RIB/CORR MTL roof Cover, with 2 Units, 0 Baths, 2 HalfBaths, 0 3/4 Baths, 0 Rooms Total, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrp/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descrp	%	Item	Code	Descrp
Z	IND	INDUSTRIA	100	U	0	SEPTIC
o				t	3	CTY WTR PB
n				I	5	GAS
Census:				Exmpt		
Flood Haz:						
D	RO	ROCHESTER		Topo	1	LEVEL
s				Street	1	PAVED
t				Traffic	2	LIGHT

AND SECTION (First 7 lines only)

Jse ode	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
401	WAREHOUSE		0		PRIMARY A SITE		1.0	0	0.	0.000	4008																
																								</			

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
401	184,500	1,800	0.000		186,300		27590
							GIS Ref
							GIS Ref
							Insp Date
Total Card	184,500	1,800	0.000		186,300	Entered Lot Size	
Total Parcel	498,700	18,400	1.580	62,300	579,400	Total Land:	
Source:	Market Adj Cost	Total Value per SQ unit /Card:	37.41	/Parcel:	35.63	Land Unit Type:	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes

TAX DISTRICT

PAT ACCT.

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment	Date	Result	By	Name
12/29/2009	09-1387	ELECTRIC	6,000	CE	2/10/2010				5/2/2008	MEAS+INSPCTD	TM	TOM

ACTIVITY INFORMATION

Sign: VERIFICATION OF VISIT NOT DATA

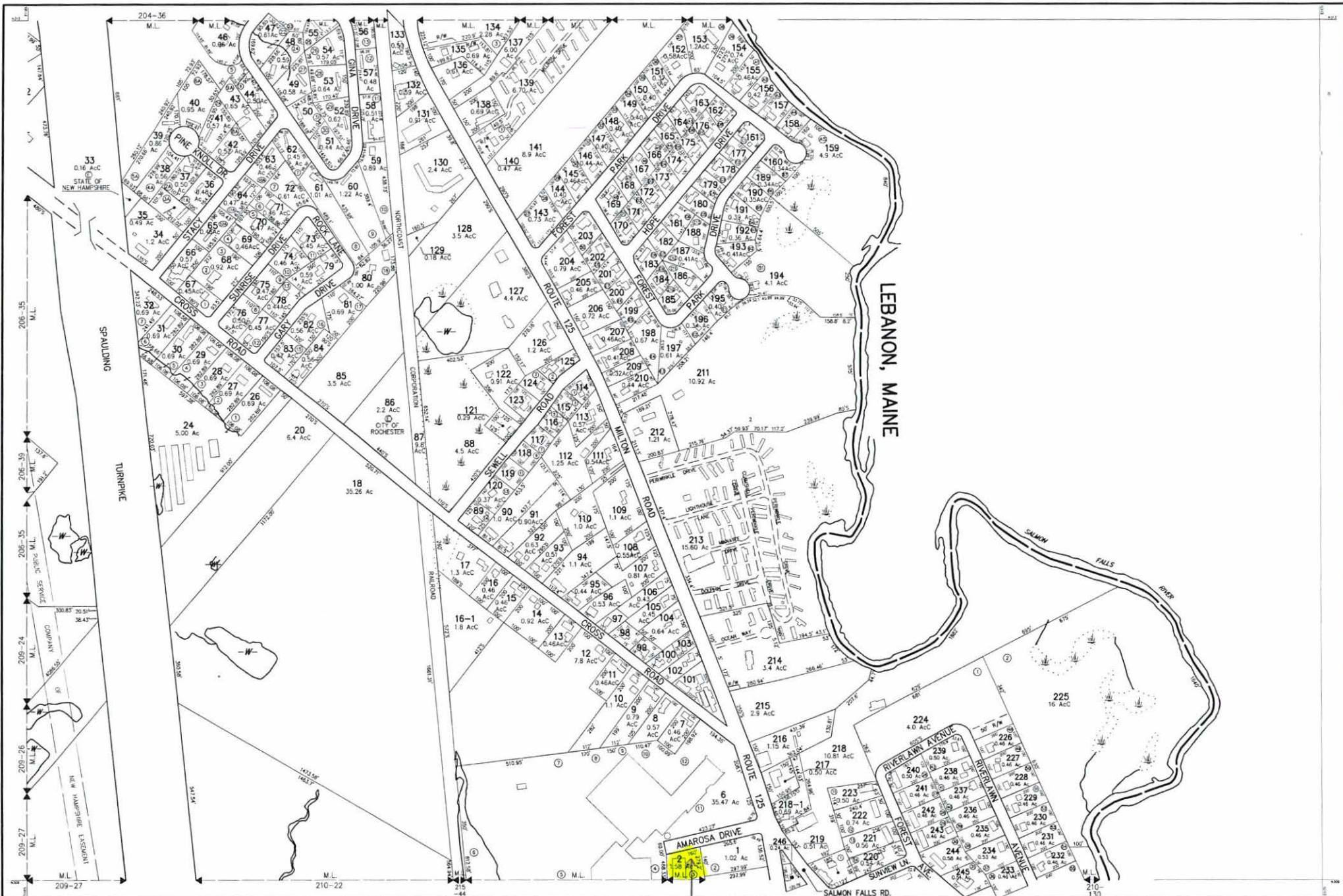
Total AC/HA: 0.00000 Total SF/SM: 0.00 Parcel LUC: 401 WAREHOUSES Prime NB Desc: INDUSTRIAL

Total: Spl Credit: Total:

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro

kareng

2017



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.

PHOTOGRAPHY DATE: APRIL 28, 1990

COMPLETION DATE: JUNE 30, 1992

PRODUCED IN 1992 BY

CAI Technologies
 (Professional Mapping & Geographic Services)

11 PLEASANT STREET, LITTLETON, NH 03041
 800.352.4140 - WWW.CAI-TECH.COM

AREA SURVEYED	AC
AREA CALCULATED	AC
RECORD DIMENSION	100'
SCALED DIMENSION	1000'
WATCH LINE	M.L.
WATER	W

EXEMPT PROPERTY	---
SUBDIVISION LOT NO.	---
BUILDING	---
RIGHT OF WAY	---
COMMON OWNERSHIP	---
WETLANDS	---

FEET

SCALE 1" = 200'

0 100 200 400 600

METERS

0 50 100 150

REVISED TO: APRIL 1, 2015

PROPERTY MAPS

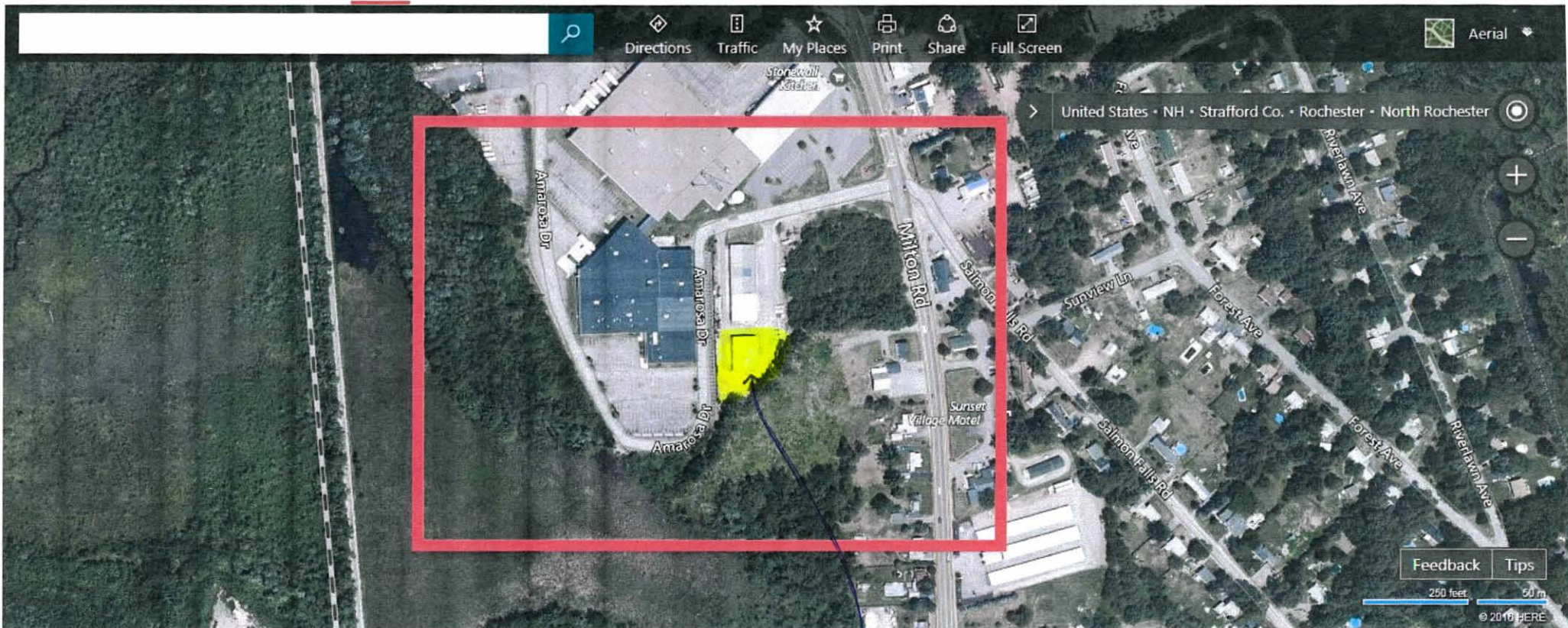
ROCHESTER

NEW HAMPSHIRE

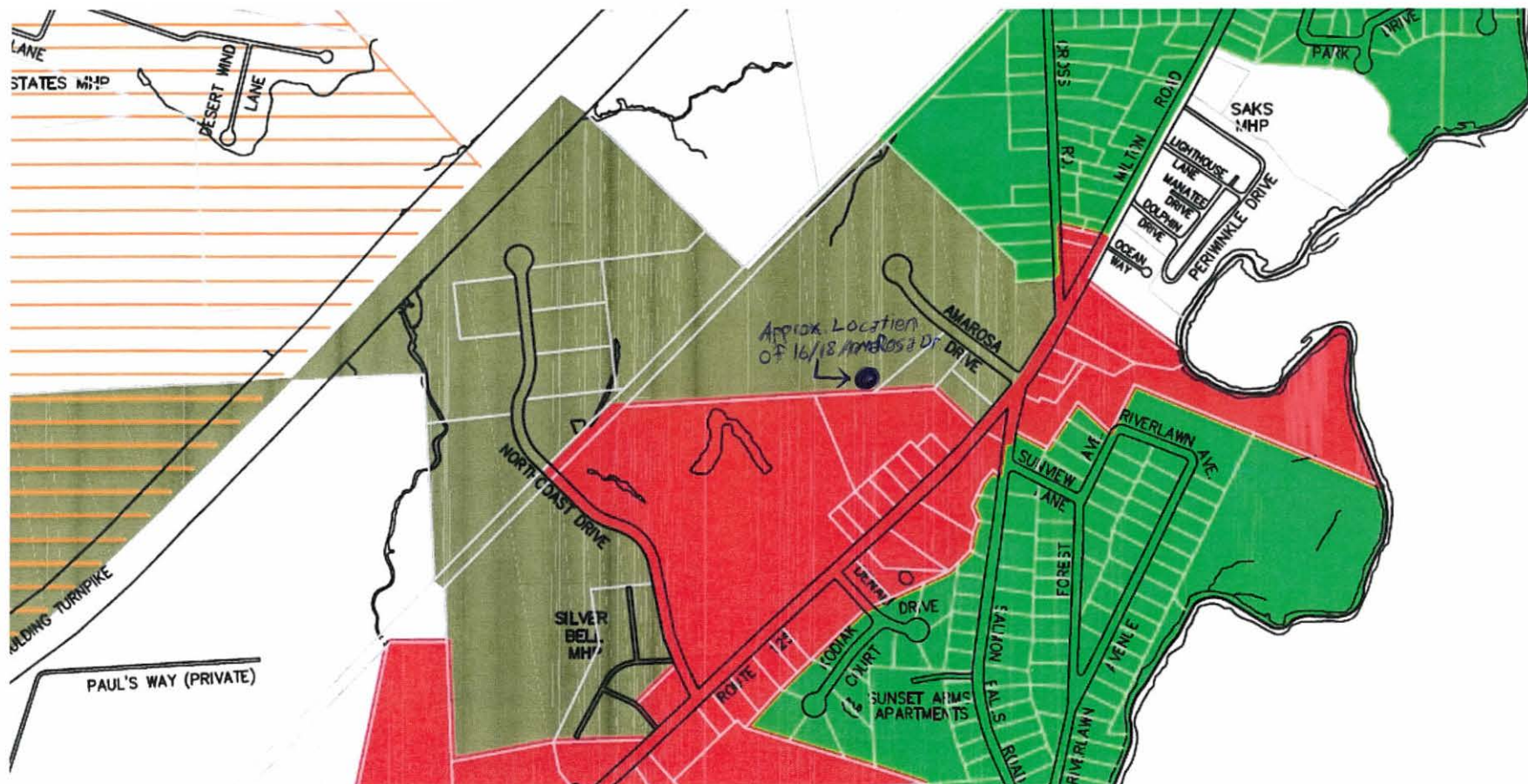
INDEX DIAGRAM

203 204 206 209 210 211

MAP NO. **205**



16/18 Amaroa Dr,
Rochester, N.H.





0 Abutters List Report

Rochester, NH
November 02, 2016

Variance 175.00
Certified Letters 22.56
197.56 -

Subject Property:

Parcel Number: 0205-0002-0000
CAMA Number: 0205-0002-0000
Property Address: 16 AMAROSA DR

Mailing Address: AMAROSA INDUSTRIAL PARK LLC
19 CHERRY LN
MADBURY, NH 03823-7525

Abutters:

Parcel Number: 0205-0001-0000
CAMA Number: 0205-0001-0000
Property Address: 8 AMAROSA DR

Mailing Address: ~~HOAG BENJAMIN & CHRISTOPHER &
KNIGHT KATHERINE
42 KING GEORGE DR
BOXFORD, MA 01921-1730~~

Parcel Number: 0205-0006-0000
CAMA Number: 0205-0006-0000
Property Address: 7 AMAROSA DR

Mailing Address: EIP AMAROSA DRIVE LLC
145 ROSEMARY ST STE E
NEEDHAM, MA 02494

Parcel Number: 0210-0032-0000
CAMA Number: 0210-0032-0000
Property Address: 124 MILTON RD

Mailing Address: JOURNEY BAPTIST CHURCH & BEACON
BAPTIST CHURCH
P O BOX 707
BARRINGTON, NH 03825-0707

Parcel Number: 0210-0033-0000
CAMA Number: 0210-0033-0000
Property Address: 0 MILTON RD

Mailing Address: HOAG BENJAMIN & CHRISTOPHER &
KNIGHT KATHERINE
42 KING GEORGE DR
BOXFORD, MA 01921-1730

*Self
Colliers*



www.cai-tech.com

11/2/2016

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Page 1 of 1