AMBIT ENGINEERING, INC. CIVIL ENGINEERS AND LAND SURVEYORS

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8 October, 2021

City of Rochester Technical Review Group 31 Wakefield Street Rochester, NH 03867

RE: Response to Comments, Minor Subdivision Application, Tax Map 260 Lot 6, Justin Lane

We hereby submit, on behalf of the George 2019 Family Trust, the attached response to comments generated at the September 2, 2021 TRG Meeting. The proposed subdivision is a Porkchop Subdivision pursuant to the City of Rochester Zoning Ordinance §275-21.4.M. The property currently contains 9.56 acres and has 151 feet of frontage on Justin Lane. Approximately half of the property is a forested wetland, the remaining land is forested upland with gently rolling topography.

The TRG Meeting resulted in a list of comments. Please find the list repeated below; with responses in **bold** text:

Planning Department Comments:

- 1. It appears this access will be considered a private drive. For that reason there are no design specifications. Please submit a Street Name Application (found on our website) so that it can be named for E-911 purposes. The Application is included with this package.
- 2. HOA Documents must be drafted for review with maintenance language for the private drive and associated drainage. The Documents are included with this package.
- 3. Just prior to recording of the plan, a Surveyor is to submit a signed letter to the Planning Department stating that the new lot corner monuments have been set (Subdivision Regulation 6.1) and that reference pins have been set on all easement bounds (Subdivision Regulation 5.7.4). Agreed.
- 4. Wetland buffer areas shall not be impacted by any construction activities (other than those impacts permitted under the CUP and DES wetlands permit). Wetland buffers shall be marked with orange snow fence prior to any onsite activity, and such markers shall be maintained throughout construction. Wetland Buffers shall be marked with Conservation Overlay District tags prior to CO's for homes (available for a nominal fee at the Rochester Planning Office), and such markers shall be maintained in perpetuity. This has been added as a Note under "Approval Conditions" shown on the Subdivision Plan.

Department of Public Works:

- 1. Lidar data was used. Topographical survey of existing conditions, performed by licensed PLS, is required for grading of road and drainage design. The plan has been modified with measured on site topography.
- 2. The subdivision development must meet the City stormwater ordinance Chapter 218, updated June 2021, for treatment and management of stormwater. Drainage report including modeling of pre/post development runoff, design analysis of swale velocities, culvert sizing and all other stormwater management and treatment features. The Drainage Analysis is included with this package; stormwater management and treatment is shown on the plans.
- 3. Sheet C1/C2 existing contours are not labeled. The labels are included.
- 4. Sheet C2 provide detail of culvert inlet / outlet and swale design materials, note limits of grading and loam / seed or other surface treatment. The details are included with this package.
 - Sheet C2 continue Silt Soxx beyond proposed hammerhead to limits of disturbance along buffer, provide ESC linetype in legend. This has been updated with this package.
- 5. C3 revise profile to maintain maximum grade of 8% for the road/shared drive. The proposed road grade has been raised to meet the criteria.
- 6. Prior to shared drive construction, DPW Curb Cut permit and DPW Stormwater permit are required. For any work within City ROW including shared drive apron, a DPW Excavation Permit is required. **Agreed.**

Fire Department:

Applicant will need to meet the NFPA 1 Chapter 18 requirements for fire flow water supply for any buildings constructed over 400 sq. ft. Will need to add "Fire Lane - No Parking" to the access road. The proposed homes will be sprinklered. This as well as the No Parking Sign requirement has been added as a Note under "Approval Conditions" shown on the Subdivision Plan.

Assessing Department:

- 1. This parcel is all in Current Use and our office will need a new Current Use map. Agreed; please issue as a Condition of Approval.
- 2. The parcel numbers on the plan need to be changed, we need to retain Map 260 Lot 6. Please make proposed Lot 1 on the plan, Map 260 Lot 6, the next lot will be Map 260 Lot 6-1, and the next lot Map 260 Lot 6-2. The plan has been modified as requested.
- 3. Our office will need a copy of the private street name approval and the addresses for these lots. **Agreed.**
- 4. Once the plan is recorded at the Registry, we will need an 11 x 17 copy of the recorded plan. Agreed.

Conservation Commission Review:

Site was difficult to see because it was so vegetated. There was some concern that wetland flags were digital rather than hung in the field. Mark Jennings representing the Con Com asked for a site walk with the wetland scientist so that he may see the wetland boundary in person. The flags were hung and the site was reviewed by the Commission Representative.

If you require any additional information or copies please feel free to contact me at any time. Sincerely,

John Chagnon

John Chagnon, PE, LLS Ambit Engineering, Inc.

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COMMON DRIVEWAY MAINTENANCE AGREEMENT

THIS COMMON DRIVEWAY MAINTENANCE AGREEMENT (the "Agreement") is made October _____, 2021 (the "Execution Date") by the George Family 2019 Revocable Trust (the "Trust"), with the address of 51 Blue Hills Drive, Rochester, New Hampshire 03839, as follows:

WHEREAS, pursuant to a Quitclaim Deed recorded in the Strafford County Registry of Deeds at BOOK, PAGE, the Trust owns real property located at Map 260, Lot 6 (the "Property");

WHEREAS, the City of Rochester, New Hampshire issued Conditional Use Permit No. PERMIT NUMBER on DATE, approving the subdivision of the Property into three (3) lots known generally as Map 260, Lots 6, 6-1, and 6-2 (the "Lots") and as depicted on a plan entitled "Subdivision Plan Tax Map 260 – Lot 6 prepared for the George Family 2019 Revocable Trust, Justin Lane, City of Rochester, County of Strafford, State of New Hampshire" prepared by Ambit Engineering, Inc., recorded in the Strafford County Registry of Deeds at PLAN NUMBER (the "Plans").

WHEREAS, the Trust owns the Lots as demonstrated by 1) Quitclaim Deed, recorded in the Strafford County Registry of Deeds at BOOK, PAGE; 2) Quitclaim Deed, recorded in the Strafford County Registry of Deeds at BOOK, PAGE; and 3) Quitclaim Deed recorded in the Strafford County Registry of Deeds at BOOK, PAGE (the "Deeds");

WHEREAS, the Deeds each contain an access easement allowing access via the easement area depicted on the Plans (i.e., the "Driveway");

WHEREAS, the Trust seeks to establish common Driveway maintenance between the Lots as established herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties agree as follows:

- 1. <u>Expenses; Additional Expenses; Proportionate Share of Costs; Contractor Selection.</u>
- a. <u>Expenses.</u> The Trust, its successors, assigns, and/or subsequent Lot purchasers and successors in title (collectively, the "Parties"), will equally share the cost of constructing and maintaining the common driveway and related drainage, including, but not limited to snow plowing, salting, sanding, crack repair, drain cleaning, and grading the common portions of the driveway (the "Expenses").
- b. <u>Additional Expenses.</u> The Parties agree that any and all additional improvements to the common driveway, (such as paving or re-paving), deemed necessary or advisable, but not included with the maintenance and repairs specified above (the "Additional Expenses," and collectively with the Expenses, the "Costs"), shall not be undertaken except with the prior express written consent of the Parties, such consent not to be unreasonably withheld.
- c. <u>Proportionate Share of Costs.</u> The Costs shall be apportioned to each Lot by one-third (1/3rd), and proportionately shared between the Parties. If the Parties cannot agree as to the necessity or the expense of the improvements, then any lot owner may elect to proceed with the proposed improvements at its sole expense.
- d. <u>Contractor Selection</u>. The Parties agree to cooperate in the selection of the contractors hired to construct and maintain the common driveway and related culverts.
- 2. <u>Liability</u>. Any liability resulting from personal injury to i) persons contracted to perform maintenance or repairs under this Agreement, ii) third parties, or iii) for damage to the Lots resulting or arising from such repairs or maintenance under this Agreement, shall be borne by the Parties, in the same percentage applied in section 1(c) above (i.e., one-third (1/3rd) to each Party). Each party shall obtain liability insurance for such liability.
- 3. <u>Choice of Law.</u> This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire.
- 4. <u>Successors and Assigns.</u> This Agreement shall run with the land, and shall be binding upon the parties, their heirs, executors, assigns, and successors in title. This Agreement may be recorded at length in the Strafford County Registry of Deeds.
- 5. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have set their hands on October _____, 2021.

GEORGE FAMILY 2019 REVOCABLE TRUST:

Witness	Christine George, Trustee
STATE OF NEW HAMPSHIRE COUNTY OF	
The foregoing instrument was the George Family 2019 Revocable 1	s acknowledged before me by Christine George, Trustee of Trust.
Date	Notary Public/Justice of the Peace: My Commission Expires:

BYLAWS OF NAME ROAD ASSOCIATION

ARTICLE I PURPOSE AND SCOPE AND OTHER INTRODUCTORY PROVISIONS

- 1. <u>Purpose</u>. The following By-Laws of <u>NAME</u> Road Association (hereinafter called the Association) shall govern the operation of the Association established for the development known as <u>NAME</u>, Rochester, New Hampshire. The Association shall have the responsibility for administering the common areas of the development.
- 2. Applicability. These By-Laws are applicable to all property of the Association and to the use, occupancy, sale, lease or other transfer of any interest therein. All present and future holders of any interest in any residential lot in the development shall hold such interest subject to these By-Laws. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of any residential lot shall constitute an acknowledgment that such Owner, lessee or Occupant has accepted and ratified and will comply with these By-Laws.
- 3. Nature of Organization. The Association may be organized under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire, or it may be an unincorporated association. The Association is a "Road' management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "Association property" as those terms are defined in the Internal Revenue Code of 1954. No part of the net earnings of the Association shall inure (other than by a rebate of excess assessments) to the benefit of any member of the Association.
- 4. <u>Principal Office</u>. The Principal office of the Association shall be located at the development or such other place as may be designated by the Board of Directors.

ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS

5. Membership. All present and future Lot Owners of the parcels of land identified as City of Rochester Tax Map 260, Lot 6, as depicted on a plan entitled "Subdivision Plan Tax Map 260 – Lot 6 prepared for the George Family 2019 Revocable Trust, Justin Lane, City of Rochester, County of Strafford, State of New Hampshire" prepared by Ambit Engineering, Inc., to be recorded in the Strafford County Registry of Deeds, acting as a group in accordance with these By-Laws, shall be members of and shall constitute the Association. Transfer by a Lot Owner of his interest in the lot, whether by his voluntary act or by operation of law, shall terminate his membership in the Association, which shall thereupon be vested in the transferee. If ownership of a Lot is vested in more than one person, all persons having an interest in the Lot shall be members eligible to attend meetings and to hold office, but the vote of the Lot Owners shall be cast as hereinafter provided in Section a of this Article.

a. Voting.

- i. Each Lot shall have one (1) vote in the Association. The vote pertaining to the Lot shall not be divisible and shall be cast as hereinafter provided.
- ii. Since a Lot owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot. If more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this paragraph to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Lot Owner. If a protest is made to the person presiding over the meeting, the vote of such Lot, or fractional share thereof, shall not be counted in determining the total vote cast with respect to the subject upon which the vote is being taken.
- iii. The vote appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner or, in cases in which the Lot owner is more than one (1) person, by or on behalf of all such persons (including both husband and wife in cases of joint ownership by husband and wife). No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it is revoked. Any proxy which is not dated, or which purports to be revocable without notice, or on which the signature of any of those executing the same has not been duly acknowledged, shall be void. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. A proxy shall terminate automatically upon the adjournment of the first meeting of the Association on or after the date of that proxy.
- iv. Unless otherwise provided in these By-Laws, a majority of the votes cast by Lot Owners in good standing present in person or represented by proxy at any meeting of the

Association shall decide any question brought before such meeting. A Lot Owner shall be deemed to be in good standing and entitled to vote only if he shall have paid in full all assessments against him which are at the time due and payable together with all interest, costs, attorneys fees, penalties and other charges, if any, properly chargeable to him.

- v. If the Developer owns or holds title to one (1) or more Lots, the Developer shall be entitled to cast the votes appertaining to such Lots at any meeting of the Association.
- vi. Anything in this Article to the contrary notwithstanding, no votes in the Association shall be deemed to appertain to any Lot during any period of time in which the owner thereof is the Association.

ARTICLE III MEETINGS OF THE ASSOCIATION

- 6. <u>Place</u>. All meetings of the Association shall be held at such other suitable place as shall be designated by the Board of Directors and stated in the notice of the meeting.
- 7. Notice. The Secretary of the Association shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each Lot Owner notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States Mail, return receipt requested, or by electronic message, to all Lot owners of record at the address of their respective Lots and to such other addresses as any of them may have designated to the Secretary.
- 8. Quorum. A quorum shall be deemed to be present throughout any Meeting of the Association until adjourned if persons entitled to cast more than fifty percent (50%) of the votes are present in person or represented by proxy at the beginning of such meeting. In the absence of a quorum at any meeting or any adjournment thereof, the Lot Owners present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, until Lot Owners holding the requisite amount of voting power shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting need not be given except where expressly required by law.
- 9. Annual Meeting. Subject to the provisions for Developer's control set forth in ARTICLE 4, Paragraph 5 hereafter, a meeting of the Association shall be held at least once each year after the formation of the Association. The annual meeting of the Association for the election of directors and for the transaction of such other business as may come before the meeting shall be held on a Saturday in November at 10:00 A.M.
- 10. Special Meetings. A special meeting of the Association for any purpose or purposes may be called at any time by the President or by order of the Board of Directors, and

shall be called upon written application therefor to the Secretary of the holders of at least twenty-five percent (25%) of the voting power in the Association.

11. <u>Organization</u>. The President or, in the absence of the President, a chairman designated by the Board of Directors or by the Lot Owners shall preside at every meeting of the Association. The Secretary of the Association shall act as secretary of the meeting, or, in the absence of the Secretary, the presiding officer shall appoint a secretary <u>pro tempore</u> who shall be sworn to the faithful discharge of his duties as such secretary <u>pro tempore</u> before entering thereon.

ARTICLE IV BOARD OF DIRECTORS

- 12. <u>General Powers and Duties</u>. The Board of Directors shall have the powers and duties specifically conferred and imposed upon it by these By-Laws, and all other powers and duties necessary for the conduct and administration of the affairs of the Association including, without limiting the generality of the foregoing, the following:
- a. To exercise all powers specifically set forth in the Articles of Agreement of the Association and these By-Laws.
- b. To prepare an annual budget and utilize the same for the establishment of the assessment against each Lot Owner for Common Expenses.
- c. To prepare and present at each annual meeting of the Association, and when called for by vote of the Association, at any special meeting of the Association, a full and complete financial and operational report on the condition and operation of the Association.
- d. To require that all directors, officers, employees and agents of the Association whose duties and responsibilities include the custody or handling of funds of the Association furnish adequate fidelity bonds and to pay the premiums therefore as Common Expenses.
- e. To make assessments, against Lot owners and collect the same; to establish the means and methods of collection; and to determine the manner and frequency of payment.
- f. To use and expend assessments to pay Common Expenses and otherwise to carry out the purposes of the Association.
- g. To provide for the operation, care, upkeep, maintenance, snow removal, repair and replacement of the Common Areas including the road known as ROAD NAME, and related drainage apparatuses, until or if the road is accepted as a city street by the City of Rochester.

- h. To employ, control and dismiss the personnel necessary for the maintenance and operation of the Common Areas; to provide for their compensation; and to purchase or otherwise provide the equipment, supplies and material to be used by such personnel.
- i. To engage the services of attorneys, accountants, architects and other professionals as the need arises.
 - j. To procure, maintain and administer insurance as required for the common areas.
- k. To designate one or more committees which, to the extent provided in the resolution creating the same, shall have the powers and duties of the Board of Directors.
- l. To do any and all such other things not inconsistent with these By-Laws as may be authorized or directed by a resolution of the Association.
- 13. Number, Qualifications and Term of Office. The number of directors of the Association shall be three (3), all of whom shall be of lawful age and all of whom, except for directors designated by the Developer, shall be Lot Owners. Each director shall continue in office until the annual meeting of the Association next ensuing and until his successor shall have been elected and shall qualify, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, or until he shall have ceased to be a Lot Owner. The owner of each parcel shall have the right to elect one (1) director.
- 14. Quorum And Manner Of Act. A majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting; but less than a quorum may adjourn the meeting. When a quorum is present at any meeting, a majority of the directors present thereat shall decide any question brought before such meeting except as may otherwise be provided by the Articles of Agreement of the Association or by these By-Laws.
- 15. <u>Place Of Meeting</u>. The Board of Directors may hold its meetings, have one or more offices, and keep the books and records of the Association at such place or places within or without the State of New Hampshire as the Board from time to time determines or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.
- 16. <u>Developer's Control</u>: Notwithstanding any other provisions of these By-Laws, until five (5) years after the recording of these By-Laws, or until four-fifths (4/5) of the lots in NAME have been transferred to resident owners, whichever occurs first, the Developer shall be entitled to elect all of the Members of the Board of Directors. The Association may transact any other business that may come before the meetings for the Association. Promptly after two-thirds (2/3rds) of the lots in NAME have been conveyed to resident owners, but in no event later than five (5) years after the recording of these By-Laws, the Board of Directors shall notify the Members of the Association of a special meeting of the Association. At such meeting, the persons designated as Directors by the Developer shall resign as Members of the Board of

Directors and all of the lot owners, including any non-resident owners, shall elect a new Board of Directors.

- 17. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.
- 18. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.
- 19. Special Meetings: Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any two (2) directors at the time being in office. Notice of such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telegraph or cable, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting be held, or if he shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.
- 20. Resignations. Any director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a director shall be delinquent for more than thirty (30) days in the payment of an assessment, such delinquency shall constitute his resignation as a director, effective upon acceptance by the Board of Directors.
- 21. <u>Vacancies</u>. Subject to the Developer's reserved rights of control, any vacancy in the Board of Directors caused by death, resignation, removal, or increase in the number of directors, or any other cause, may be filled by the owner of the parcel which elected that director. If the owner of that parcel fails to elect a replacement director, then the vacancy may be filled by vote of the other members at the next annual meeting of the Association or at any special meeting called for that purpose.
- 22. <u>Compensation</u>. Directors shall serve voluntarily and shall receive no compensation for their services as directors.

ARTICLE V FIDELITY BOND

23. Notwithstanding any discretion that may vest in the Association's Board of Directors under Article IV, Section 1 of the Bylaws, the Association's Board of directors shall require all directors, officers, employees and agents of the Association whose duties and responsibilities include the custody or handling of funds of the Association to furnish adequate fidelity bonds, the premiums of which shall be paid by Lot Owners as Common Expenses. Such fidelity bonds shall be adequate if they provide coverage equal to the maximum funds in the custody of Association or equal to the sum of three (3) months assessment on all Lots plus the Association's reserve funds. The Board shall be required to see that such fidelity bonds provide for ten (10) days written notice to the Association and to all holders of first mortgages on the Lots before the bond can be cancelled or substantially modified for any reason. The Association shall be named as obligee with respect to such bonds.

ARTICLE VI OFFICERS

- 24. Number. The officers of the Association shall include a President, a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. One person may hold the offices and perform the duties of more than one of said officers, except that one person shall not perform the duties and hold the offices of both President and Secretary.
- 25. <u>Election; Term of Office; and Qualifications</u>. The officers shall be chosen annually by the Board of Directors. Each officer shall be of lawful age. Each officer shall hold office until his successor shall have been chosen and shall have qualified, or until his death, or until he shall have resigned or shall have been removed in the manner hereinafter provided.
- 26. <u>Removal</u>. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose.
- 27. <u>Resignations</u>. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 28. <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.
- 29. <u>President</u>. The President, who shall be chosen from among the directors, shall be the chief executive and administrative officer of the Association and shall have general and

active supervision and direction over the business and affairs of the Association and over its several officers, subject, however, to the direction and control of the Board of Directors. He shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him by the Board of Directors.

- 30. <u>Vice President</u>. The Vice President (if one shall be elected) shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of his absence or inability to act, the Vice President may act in his place, and when so acting shall have all the powers and be subject to all the restrictions of the President.
- 31. Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law; shall be custodian of the records of the Association; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.
- 32. <u>Treasurer</u>. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source whatsoever; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.
- 33. <u>Compensation</u>. Officers shall not receive any compensation from the Association for their services as officers.

ARTICLE VII OPERATION OF THE PROPERTY

- 34. Determination of Common Expenses and Assessments Against Owners.
- a. <u>Fiscal Year</u>. The fiscal year of the Association shall consist of the twelve-month (12) period commencing on January 1st of each year and terminating on December 31st of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31st. The fiscal year herein established shall be subject to change by the Board of Directors.
- b. <u>Preparation and Approval of Budget</u>. Each year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of insurance, maintenance, management, operation, repair and

replacement of the Common Area, including the roadway, the drainage feature, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by these Bylaws or a resolution of the Lot Owners' Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors may reassess the amount of the budget on a quarterly basis when changes in expected utility costs occur. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies or to when the quarterly reassessment will take effect. The said budget shall constitute the basis for determining each owner's contribution for the Common Expenses of the Association.

- c. Assessment and Payment of Common Expenses. The estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against the Owners of Lots by the Board annually following the annual meeting. Such assessments may be reassessed as changes in expected costs occur. Assessments shall be made on these dates against each Owner in proportion to his undivided interest, and shall be a lien against each Owner's Lot. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all owners an itemized income and expense statement. Any amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be returned to the Owners in accordance with each Owner's undivided interest, be credited according to each owner's undivided interest in the Association to the next monthly installment due from owners under the current fiscal year's budget, until exhausted, or be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Owner's undivided interest to the installments due in the months after the rendering of the accounting. The annual assessment for each Lot shall be paid in two (2) installments, with the first installment being due thirty (30) days after the notice of assessment is mailed to the Lot owner, and the second installment to be due six (6) months after the first installment is due.
- d. <u>Reserves</u>. The Board of Directors may build up and maintain an adequate operating reserve as approved by the membership at the annual meeting.
- e. <u>Initial Assessment</u>. When the first Board of Directors takes office, it shall determine the budget, as defined in this section, for the period commencing upon the establishment of the Association and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (c) of this Section.
- f. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or

release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

Payment of Common Expenses. All Owners shall be obligated to pay the 35. Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VII. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot or successor owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling Owner for all unpaid assessments against the Lot. Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such selling Owner or purchaser shall be entitled to a recordable statement from the Board of Directors or the Manager setting forth the amount of the unpaid assessments against the Lot and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within ten (10) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee as established by the Board of Directors shall be required as a prerequisite for issuance of such a statement. Said fee presently equals Twenty-Five Dollars and Zero Cents (\$25.00). If a mortgagee of a first mortgage of record or purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure such mortgagee or purchaser, its successors and assigns shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser or first mortgagee, in proportion to their respective undivided interests.

36. Penalties for Nonpayment of Assessments; Collection.

a. As provided in Section 1 of this Article VII, payments of assessed Common Expenses shall be within thirty (30) days of the date of the assessment. If any such payments are not made within ten (10) days of the date when the same are due, or upon the expiration of such grace period as the Board of Directors may (but need not) designate, such payment shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) and may, in the discretion of the Directors, carry a late charge in the amount of Twenty-Five Dollars and Zero Cents (\$25.00) or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Association) as the Directors shall determine, together with attorney's fees for collection as hereinafter provided. The Board of

Directors shall take prompt action to collect any assessments and late charges for Common Expenses due from any owner which remain unpaid for more than ten (10) days from the due date for payment thereof.

- b. If a Lot owner fails to pay the common expenses assessed to his Lot by the Association within sixty (60) days of the date it was due, the association shall have the right to collect from any tenant renting the Lot any rent then or thereafter due to the owner of the Lot. The association shall apply such rent collected against the amount owed to it by the Lot owner. Prior to taking any action under this paragraph, the association shall give written notice to the delinquent owner of its intent to collect the rent owed. Such notice shall be sent by both first class and certified mail, shall set forth the exact amount the association claims is due and owing by the Lot owner, and shall indicate the intent of the association to collect such amount from rent, along with any other amounts which become due within the current fiscal year and which remain unpaid. A copy of this notice shall be provided to any first mortgagee of record on such Lot who has previously requested in writing that the association notify it of any delinquency in the payment of amounts due to the association by the owner of such Lot. The Lot owner shall have thirty (30) days from the date of mailing of the notice to pay the amounts due, including collection costs, or to provide proof of the prior payment of the assessments due. No Lot owner shall be entitled to withhold payment of assessments due, off-set against the same, or make any deduction therefrom without first obtaining a determination by a court of competent jurisdiction that the assessment was unlawful. If the owner fails to make a timely response to the notice, the association may notify and direct each tenant renting from such Lot owner to pay all or a portion of the rent otherwise due to such owner to the association, such rent or portion of such rent to be in the amount the association claimed is due in the notice, or the full rent, whichever is less. The association shall have the continuing right to collect any rent otherwise payable by the tenant to the Lot owner until the amounts due to the association are paid in full.
- 37. <u>Maintenance and Repair</u>. Maintenance of the roadway and drainage features shall be the responsibility of the Association.
- 38. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of Five Thousand Dollars and Zero Cents (\$5,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by the owners holding a majority of the votes in the Lot owners Association, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing Five Thousand Dollars and Zero Cents (\$5,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than seventy-five percent (75%) of the members of the Board of Directors such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owner or Owners requesting the same, such requesting Owners shall be assessed therefor in

such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

ARTICLE VIII INSURANCE

39. Purchase of Insurance.

- a. The Association shall obtain and maintain in force insurance covering the Common Area and all insurable improvements hereinafter set forth, Lot Owners, as their interests may appear, and all respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other with such insurance shall be assessed part of the Common Expenses. The named insured shall be the Association, individually, and as Agent for the Lot Owners, without naming them, and as Agent for their Institutional Lenders.
- b. Provision shall be made for the issuance of mortgagee endorsements and certificates of insurance to the Institutional Lenders of Lot owners. All such policies shall provide that payments for losses thereunder shall be made to the Association and all policies and endorsements thereon shall be deposited with the Board of Directors.

40. Coverage.

- a. Insurance coverage to be obtained by the Board of Directors shall be such coverage as the Board or the members of the Association shall deem to be appropriate and necessary.
- 41. General Insurance Provisions. The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under Paragraph 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvement within the Common Area, and shall make any necessary changes in the policy provided for under Paragraph 2 above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such paragraph.

ARTICLE IX SALES, LEASES, AND ALIENATION OF LOTS

42. No Severance of Ownership. No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his Lot without including therein the undivided interest of such Lot in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided

by these Bylaws, the undivided interest in the Common Area allocated to any Lot shall not be altered, and any purported transfer, encumbrance, or other disposition of that interest without the Lot to which it appertains shall be void.

- 43. <u>Payment of Assessments.</u> No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his Lot unless and until he (or his personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to this Lot, except as provided in Section 2 of Article VII, and shall have satisfied all unpaid liens with respect to his Lot, except mortgages. The Board of Directors shall promptly furnish to any owner (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement certifying whether or not such Owner, is then obligated for any outstanding assessments previously levied against that Owner's Lot and the amount, if any, then outstanding. In the event that the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Lot Owners Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to furnish, within ten (10) days of receipt of such request by the Board or Manager, such a statement shall make the above-mentioned prohibition inapplicable to any such disposition of the Lot. Any such statement shall be binding on the Association, the Board of Directors and every Owner. Payment of a fee shall be required as a pre-requisite to the issuance of such a statement.
- 44. <u>Statements to Prospective Purchasers</u>. In the event of any resale of a Lot or any interest therein by any person other than the Developer, the prospective Lot Owner shall have the right to obtain from the Owners Association, prior to the contract date of the disposition, the following:
 - a. Appropriate statements pursuant to Section 2 of Article IX hereunder;
- b. A statement of any capital expenditures and major maintenance expenditures anticipated by the Lot Owners Association within the current or succeeding two (2) fiscal years;
- c. A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors:
- d. A copy of the income statement and balance sheet of the Lot Owners Association for the last fiscal year for which such statement is available;
- e. A statement of the status of any pending suits or judgments in which the Lot Owners Association is a party defendant;
- f. A statement setting forth what insurance coverage is provided for all Lot Owners by the Lot Owners Association and what additional insurance coverage would normally be secured by each individual Lot Owner; and

g. The Board of Directors shall furnish the statements prescribed above upon the written request of any prospective Lot Owner within ten (10) days of the receipt of such request by the Board or the Manager.

ARTICLE X AMENDMENTS

45. <u>Manner of Amendment</u>. As long as the Developer retains ownership of at least one (1) of the Lots, the Developer may amend these By-Laws. After such time as the Developer no longer owns one of the Lots, these By-Laws may be amended only by the vote of the Owners of Lots to which two-thirds (2/3rds) of the voting power of the Association appertains.

ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

46. <u>Indemnification</u>. The Association shall indemnify every Director and Officer, whether or not at the time in office, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XII MORTGAGES

- 47. <u>Notice to Board</u>. An Owner who mortgages his Lot shall notify the Board of the name and address of his mortgagee, and shall file a conformed copy of the mortgage with the Board. The Board shall maintain suitable records pertaining to such mortgages.
- 48. <u>Notice of Unpaid Assessments for Common Expenses</u>. The Board whenever so requested in writing by a mortgagee of a Lot, shall promptly report any sixty (60) day delinquency in the payment of assessments or charges due from the Owner of the mortgaged Lot.
- 49. Notice of Default. The Board shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the By-Laws, and, if such default is not cured within thirty (30) days, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has theretofore been furnished to the Board. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceedings.

50. Examination of Books. Each Owner and each mortgagee shall be permitted to examine the books of account of the Association at reasonable times, on business days, but, with respect to Owners, not more often than once a month. The request to examine the books of the Association shall be in writing, shall provide at least five (5) days advance notice, and the examination shall be scheduled as an appointment with the person responsible for maintaining the financial records of the Association.

ARTICLE XIII NOTICE

- 51. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Clerk, or (ii) if to the Lot Owners Association, or to the Board of Directors at such address as shall be designated by notice in writing to the Owners pursuant to this Section, or by electronic message to the address provided by the person entitled to receive the notice.
- 52. <u>Waiver of Notice</u>. Whenever any notice is required to be given under the provisions of statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XIV COMPLIANCE AND DEFAULT

- 53. Relief. Each Owner shall be governed by, and shall comply with, all of the terms of these By-Laws and any amendments of the same. A default by an Owner shall entitle the Lot Owners Association acting through the Board of Directors or the Manager, to the following relief:
- a. <u>Legal Proceedings</u>. Failure to comply with any of the terms of these By-Laws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, which actions may be pursued singly or concurrently.
- b. Additional Liability. Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the act, neglect or carelessness of any member of his family or his tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates

occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

- c. <u>Costs and Attorney's Fees</u>. In any proceeding arising out of any alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.
- d. No Waiver of Rights. The failure of the Lot Owners Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by these Bylaws or at law or in equity.
- e. <u>Interest</u>. In the event of a default by any owner against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at eighteen percent (18%), whichever is less, per annum from the due date thereof. In addition, the Board of Directors shall have the authority to impose a late payment charge on such defaulting owners in the amount of Twenty-Five Dollars and Zero Cents (\$25.00) or such other amount as the Board of Directors may determine.

ARTICLE XV COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

- 54. Severability. These Bylaws are set forth to comply with the requirements of the State of New Hampshire. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 55. <u>Waiver</u>. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 56. <u>Captions</u>. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

57. <u>Gender, Etc.</u> Whenever in these By-Laws the context so requires the singular number shall include the plural and the converse; and the use of any gender shall be deemed include all genders.
58. <u>Interpretation</u> . The provisions of these By-Laws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development.
The foregoing were adopted as the By-Laws of NAME, on October , 2021.

	GEORGE FAMILY 2019 REVOCABLE TRUST:
Witness	By:Christine George, <i>Trustee</i>

Planning & Development Department City Hall Annex 33 Wakefield Street Rochester, NH 03867-1917 (603) 335-1338 - Fax (603) 330-0023

Web Site: http://www.rochesternh.net

STREET NAME APPLICATION FORM

Vla	p:_260	Lot <u></u> 6	Zo	ne Agricultur	al_Date_10)-8-2021		
Na	me of Applicant Geo	orge Family Trust						
Wh	nich street is this lo	ocated off? Justin	Lane					
Те	lephone 603-516-6995		Email <u></u>	hrisgeorge116	8@gmail.com			
Ch	eck One: New stre	et 🗓 Rena	aming an e	xisting st	reet 🗌	(existir	ng street n	ame)
PL	EASE NOTE THE FO	LLOWING:						
1)	A separate sheet m 8" X 11" paper of a s					name prop	osed. Att	ach a copy on
2)	We ask that you corproject, the image of spell, difficult to pronames may be reject reference to a histotrees or vegetation on trequired).	a neighborhood, ounce, highly per ted by the E911 C rical event, natu	and propert sonalized, st committee. I ral feature,	ty values. trange, or o Names that architectura	Names that the thermise in the thermise in the thermise the the the the the the the the the th	at are irreg nappropriat ne relations logical elen	ular, confu e are disc hip to the nent, geog	ising, difficult to ouraged. Such street or site - a graphic feature,
3)	Names that sound rejected. Refer to o City Government, A "Select A Street Na	ur WEB site for a Assessing, Whic	a list of stre th Tax Map	et names i is my Sti	currently leet On.	being used Go to the	: www.ro	chesternh.net,
4)	<u>Do not use</u> "Stree Committee based o			e", etc. Th	ese terms	s will be o	letermine	d by the E911
Pr	opose 3 different na	mes in order of p	reference:	Police Chief	Fire Chief	Post Office	City Clerk	Plan. Dept.
F	First: Faiths Way	y						
3	Second Rocky Ro	oad						
1	Third: Raider Roa	ad (Way)						
	To the E911 Commit and/or add comments		"Yes" or "No	o" for each	proposed	name above	e. If No, e	explain why
(Comments							
-]
5	See Planning Depar	tment SOP for st	treet names	. The SO	P should	match this	form.	

PROPOSED SUBDIVISION JUSTIN LANE

ROCHESTER, NEW HAMPSHIRE PERMIT PLANS

OWNER: GEORGE FAMILY 2019 REVOCABLE TRUST PAUL GEORGE & CHRISTINA M. GEORGE, TRUSTEES

51 BLUE HILLS DRIVE ROCHESTER, NH 03839

CIVIL ENGINEER, LAND SURVEYOR & WETLAND SCIENTIST:
AMBIT ENGINEERING, INC.

200 GRIFFIN ROAD, UNIT 3 PORTSMOUTH, N.H. 03801-7114 Tel (603) 430-9282 Fax (603) 436-2315

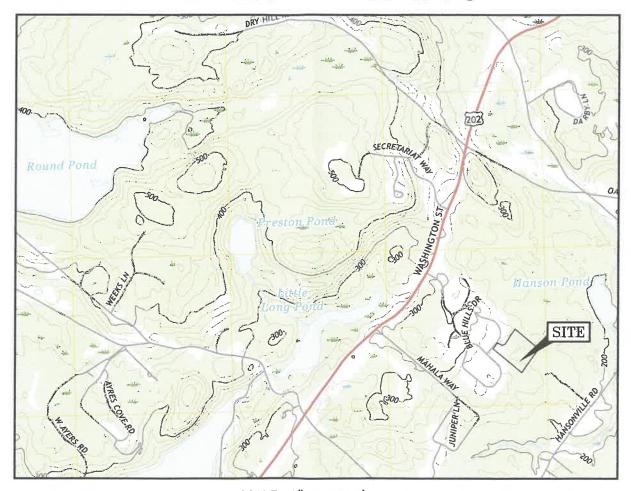
UTILITY CONTACTS

ELECTRIC:
EVERSOURCE
EVERSOURCE
OLD DOVER ROAD
ROCHESTER, N.H. 03867
Tel. (603) 332-4227, Ext.
555.5325
ATTN: MARK COLLINS
EMAIL: mark.collins@eversource.com

COMMUNICATIONS:

FAIRPOINT JOE CONSIDINE 1575 GREENLAND ROAD GREENLAND, N.H. 03840 Tel. (603) 427-5525

CABLE: XFINITY BY COMCAST MIKE COLLINS 334B CALEF HIGHWAY EPPING, N.H. 03042 Tel. (603) 679-5695



SCALE: 1" = 1000"



INDEX OF SHEETS

SUBDIVISION PLANS
DRIVEWAY EASEMENT PLAN
EXISTING CONDITIONS PLAN

C1 EXISTING CONDITIONS PL C2 SUBDIVISION SITE PLAN

C3 DRIVEWAY PLAN & PROFILE D1 DETAILS

D2 DETAILS AND TEST PIT DATA

D3 DRAINAGE DETAILS

LEGEND:

FORCE MAIN

SEWER PIPE

GAS LINE

STORM DRAIN FOUNDATION DRAIN

WATER LINE

FIRE SERVICE LINE

RETAINING WALL

SPOT ELEVATION

UTILITY POLE

CONTOUR

EROSION SILTSOXX

UNDERGROUND ELECTRIC SUPPLY

UNDERGROUND ELECTRIC SERVICE

OVERHEAD ELECTRIC/WIRES

EDGE OF PAVEMENT (EP)

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
SCRD	STRAFFORD COUNTY
	REGISTRY OF DEEDS
$\frac{\binom{11}{21}}{21}$	MAP 11/LOT 21
FIR FND	IRON ROD FOUND
O IP FND	IRON PIPE FOUND
● IR SET	IRON ROD SET
ODH FND	DRILL HOLE FOUND
O DH SET	DRILL HOLE SET
	GRANITE BOUND W/IRON ROD FOUND
XISTING	PROPOSED

 EXISTING
 PROPOSED

 FM
 — FM

 S
 — S

 SL
 — SL

 D
 — D

 FD
 — FD

 W
 — W

 UE
 — UGE

ELECTRIC METER
TRANSFORMER ON CONCRETE PAD
WATER SHUT OFF/CURB STOP
PIPE CLEANOUT
GATE VALVE
HYDRANT

EB CB SMH

CATCH BASIN

SMH
SEWER MANHOLE

DMH
DRAIN MANHOLE

WATER METER MANHOLE

TEST BORING TEST PIT

CI COP CMP DI PVC RCP HYD & EP

CAST IRON PIPE
COPPER PIPE
CORRUGATED METAL PIPE
DUCTILE IRON PIPE
POLYVINYL CHLORIDE PIPE
REINFORCED CONCRETE PIPE
HYDRANT

POLYVINYL
REINFORCE
HYDRANT
CENTERLINE
EDGE OF P
ELEVATION
FINISHED F
INVERT

CENTERLINE
EDGE OF PAVEMENT
ELEVATION
FINISHED FLOOR
INVERT
TEMPORARY BENCH MARK

LANDSCAPED AREA

PROPOSED SUBDIVISION
JUSTIN LANE; OFF BLUE HILLS DRIVE
ROCHESTER, N.H.



Half Size

CI

COP

AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3
Portumouth, N.H. 03801-7114
Tel (603) 430-9282

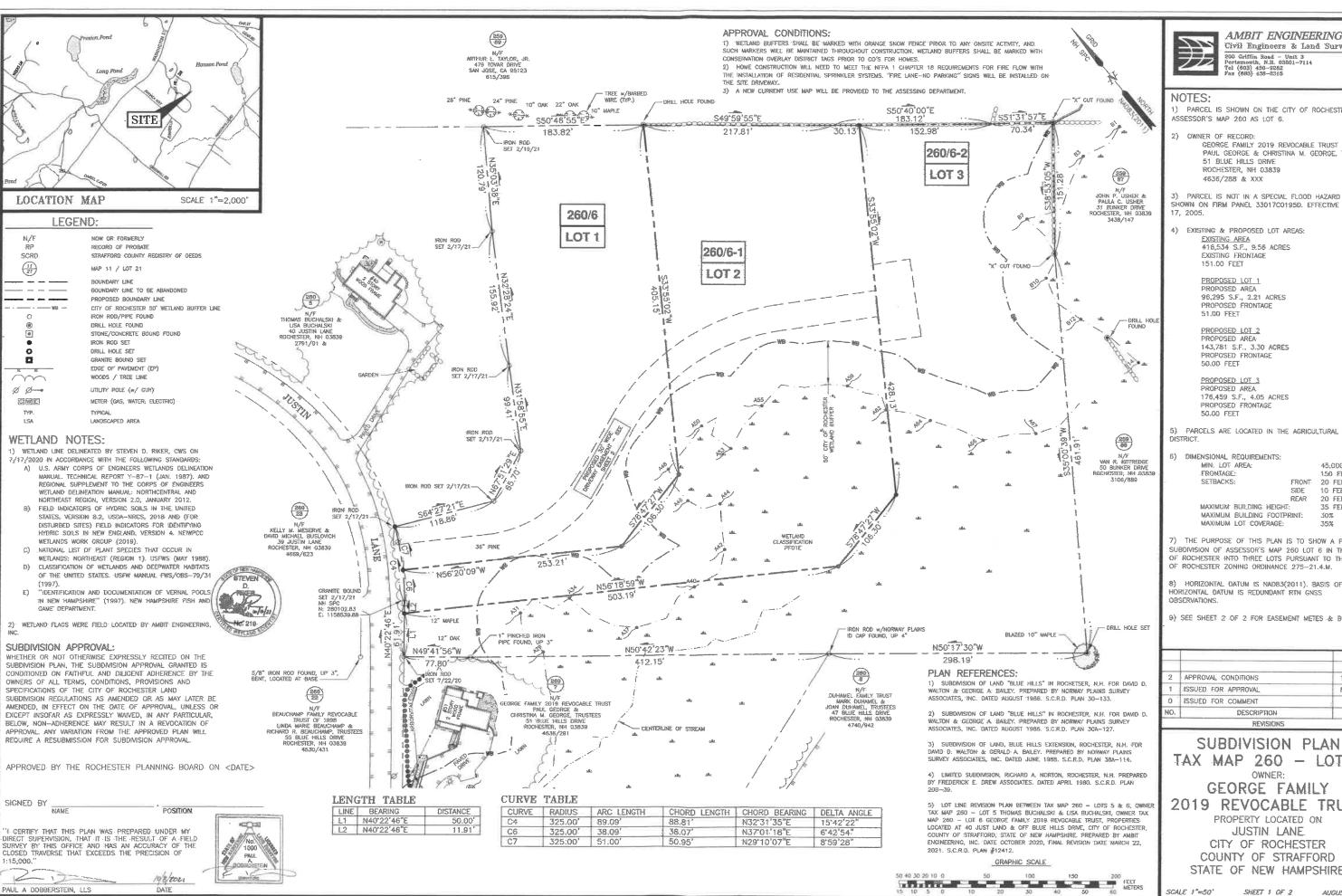
PLAN SET SUBMITTAL DATE: 8 OCTOBER 2021

APPROVED BY THE ROCHESTER PLANNING BOARD ON <DATE>

SIGNED BY

POSITION

THE OUT OUDS THE BATE. O OCTOBER 20



AMBIT ENGINEERING, INC.

Civil Engineers & Land Surveyors 200 Griffin Road - Unit 3 Portsmouth, N.H. 03801-7114

- 1) PARCEL IS SHOWN ON THE CITY OF ROCHESTER
- GEORGE FAMILY 2019 REVOCABLE TRUST PAUL GEORGE & CHRISTINA M. GEORGE, TRUSTEES
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33017C0195D. EFFECTIVE DATE MAY

5) PARCELS ARE LOCATED IN THE AGRICULTURAL ZONING

45,000 S.F. 150 FEET FRONT 20 FEET 10 FEET SIDE REAR 20 FEET 35 FEET MAXIMUM BUILDING FOOTPRINT: 30% 35%

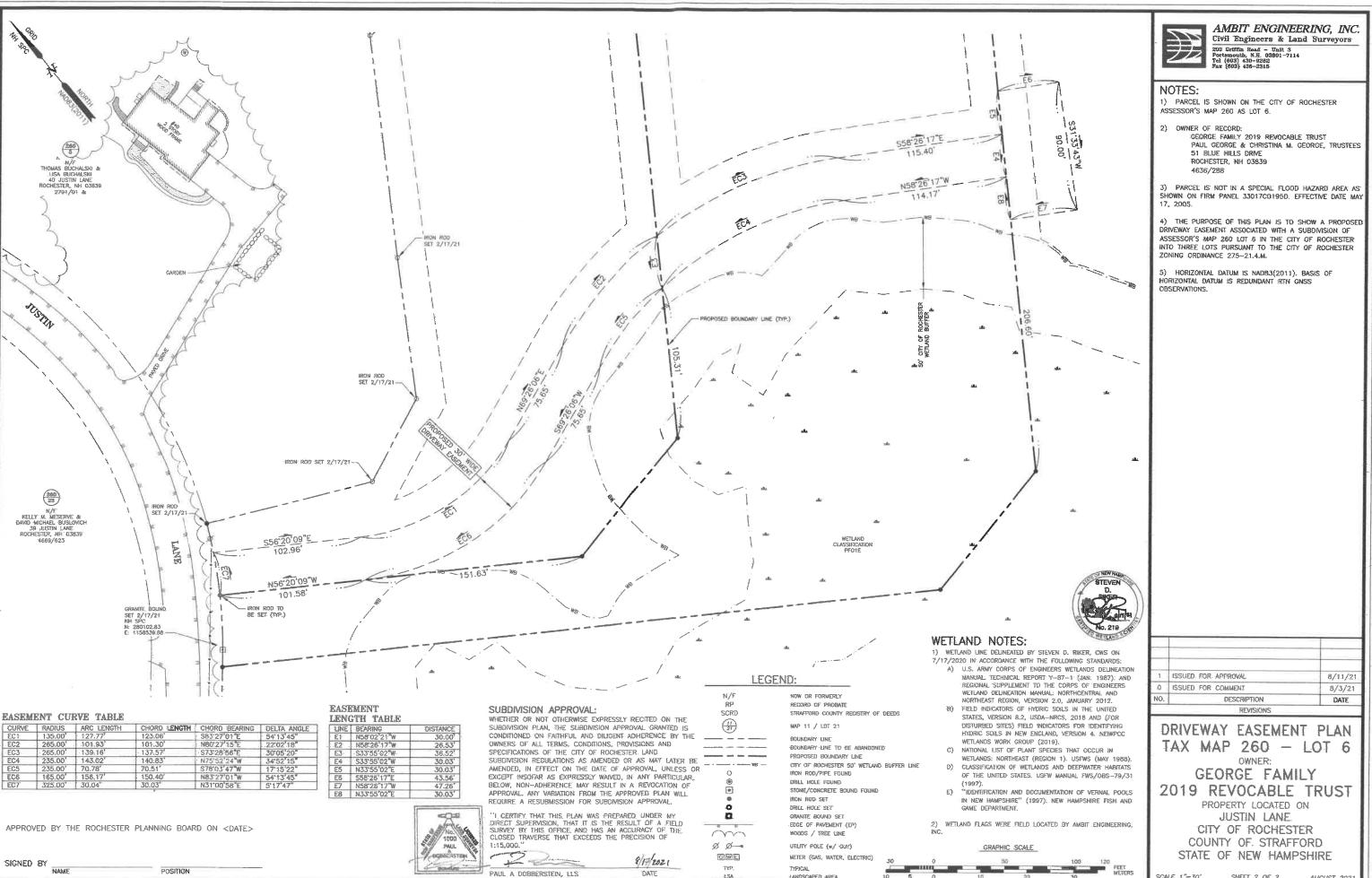
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED SUBDIVISION OF ASSESSOR'S MAP 260 LOT 6 IN THE CITY OF ROCHESTER INTO THREE LOTS PURSUANT TO THE CITY OF ROCHESTER ZONING ORDINANCE 275-21.4.M.
- 8) HORIZONTAL DATUM IS NADB3(2011). BASIS OF HORIZONTAL DATUM IS REDUNDANT RTN GNSS
- 9) SEE SHEET 2 OF 2 FOR EASEMENT METES & BOUNDS.

2	APPROVAL CONDITIONS	10/8/21
1	ISSUED FOR APPROVAL	8/11/21
.0	ISSUED FOR COMMENT	8/3/21
NO.	DESCRIPTION	DATE
	REVISIONS	

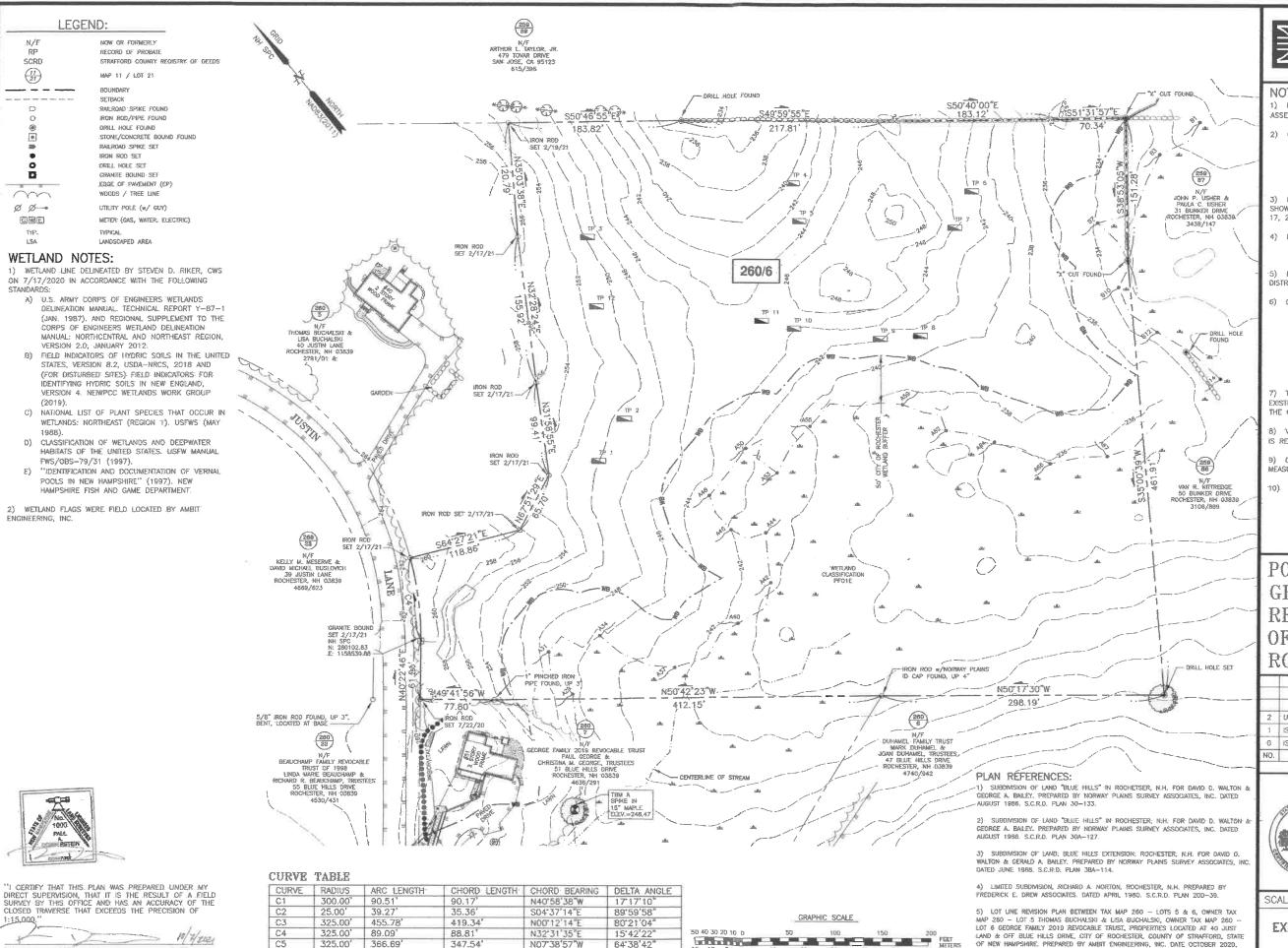
TAX MAP 260 - LOT 6

2019 REVOCABLE TRUST

JUSTIN LANE CITY OF ROCHESTER COUNTY OF STRAFFORD STATE OF NEW HAMPSHIRE



FB 335 PG 34



PAUL A DOBBERSTEIN, LLS.



AMBIT ENGINEERING, INC.

Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3 Portsmouth, N.H. 03801-7114 Tel (603) 430-9282 Fan (603) 436-2315

NOTES:

1) PARCEL IS SHOWN ON THE CITY OF ROCHESTER ASSESSOR'S MAP 260 AS LOT 6.

2) OWNER OF RECORD:

GEORGE FAMILY 2019 REVOCABLE TRUST PAUL GEORGE & CHRISTINA M. GEORGE, TRUSTEES 51 BLUE HILLS DRIVE ROCHESTER, NH 03839 4636/219

 PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33017C0195D. EFFECTIVE DATE MAY 17, 2005.

4) EXISTING LOT AREA: 416.534 S.F.

9.56 ACRES

 -5) PARCEL IS LOCATED IN THE AGRICULTURAL ZONING DISTRICT.

6) DIMENSIONAL REQUIREMENTS:

MIN. LOT AREA: 45,000 S.F.
FRONTAGE: 150 FEET
SETBACKS: FRONT 20 FEET
SIDE 10 FEET
REAR 20 FEET
MAXIMUM BUILDING HEIGHT: 35 FEET
MAXIMUM BUILDING FOOTPRINT: 30%
MAXIMUM LOT COVERAGE: 35%

7) THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS ON ASSESSOR'S MAP 260 LOT 6 IN THE CITY OF ROCHESTER.

8) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS $(0.2'\pm)$.

9) CONTOURS SHOWN HEREON ARE DERIVED FROM FIELD MEASUREMENTS.

10) SEE SHEET D1 FOR TEST PIT LOGS.

PORKCHOP SUBDIVISION GEORGE FAMILY 2019 REVOCABLE TRUST OFF JUSTIN LANE ROCHESTER, N.H.

2	UPDATED TOPO	10/8/21
1	ISSUED FOR APPROVAL	8/11/21
·0	ISSUED FOR COMMENT	8/3/21
NO.	DESCRIPTION	DATE
	PENICIONS	



SCALE 1"=50'

AUGUST 2021

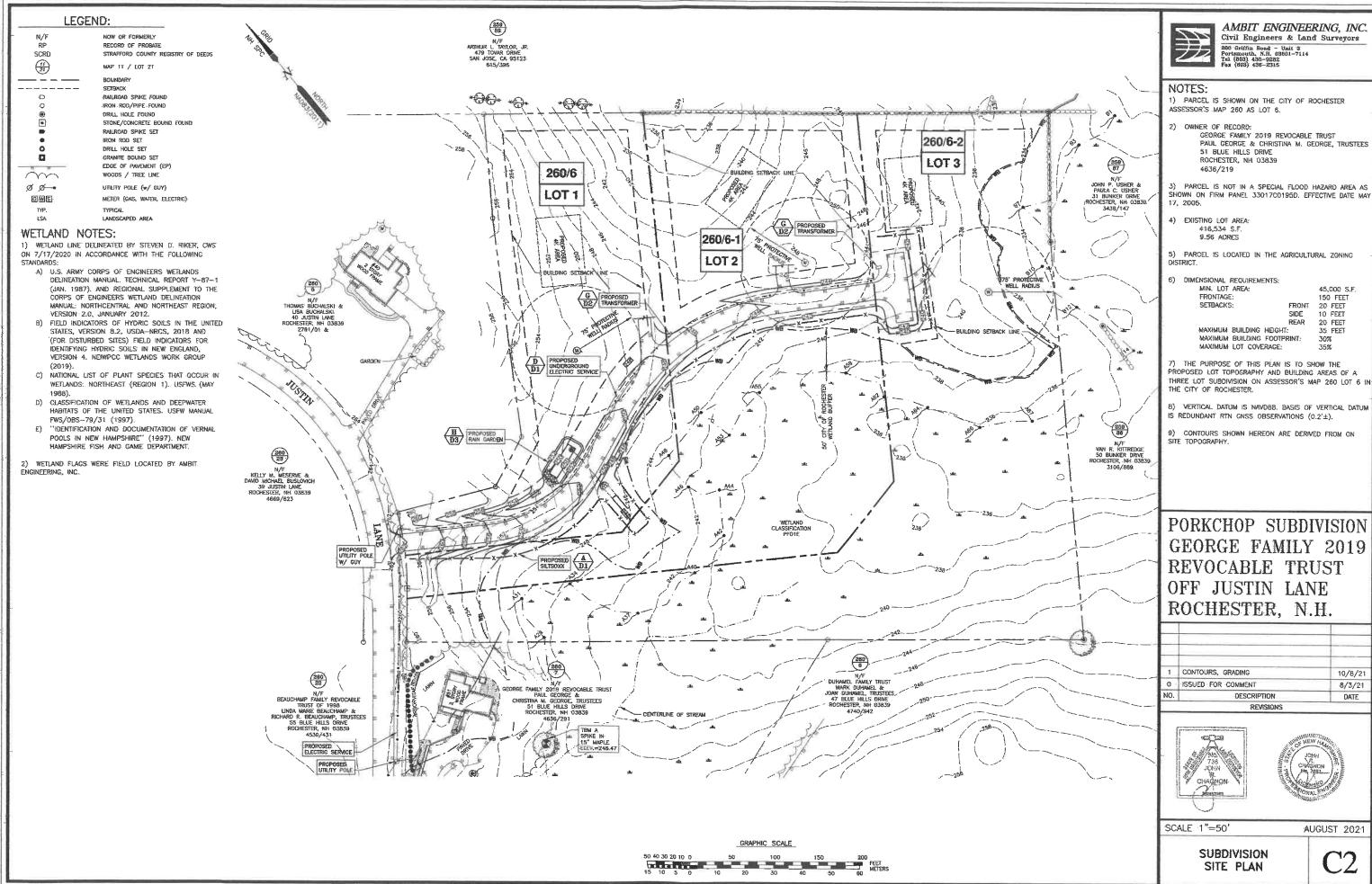
EXISTING CONDITIONS PLAN

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FINAL REVISION DATE MARCH 22, 2021, S.C.R.D. PLAN #12412.

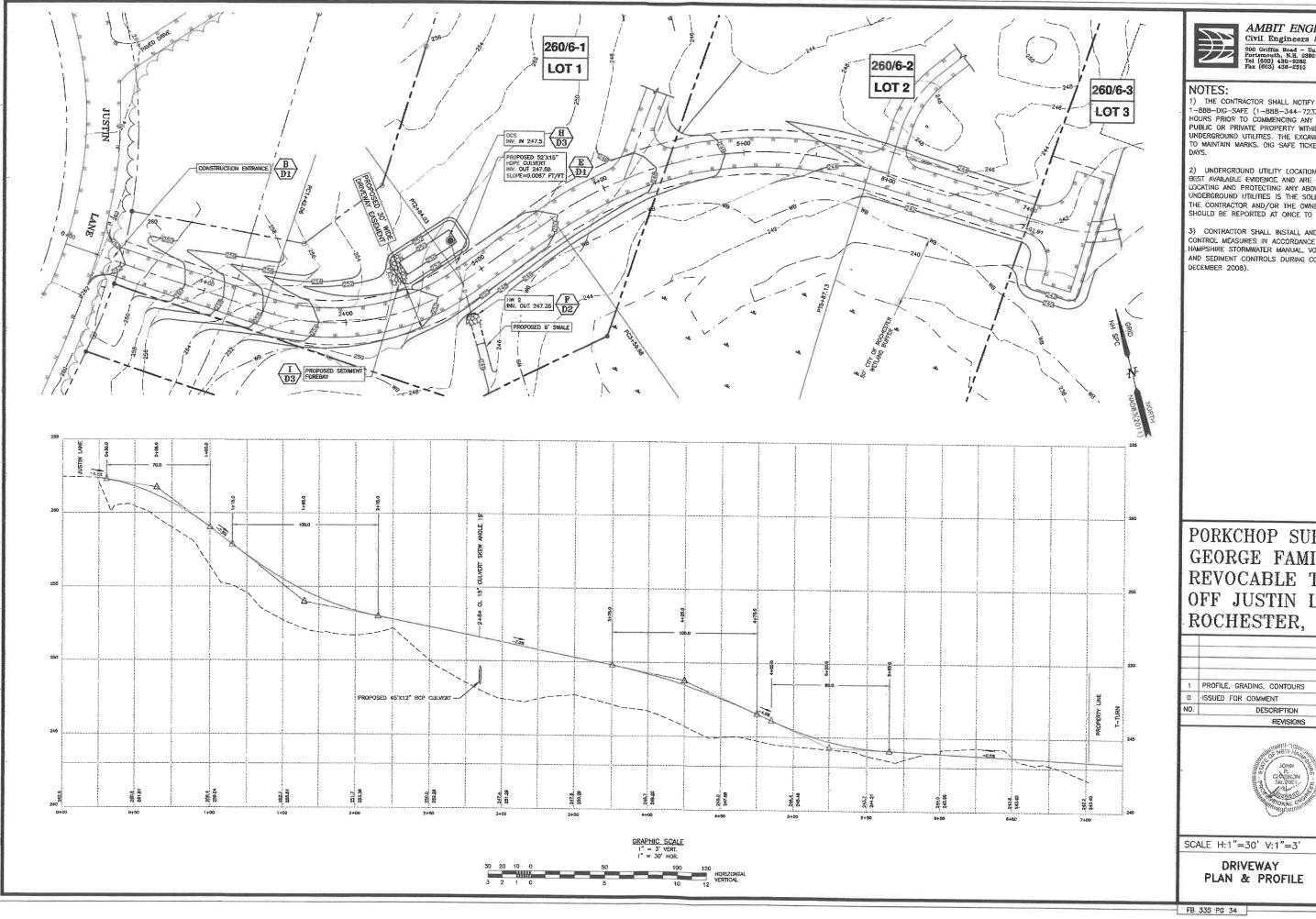
3190



::\LQ8531\N 3100's\3190's\3190\2021 Subdivision\Plans & Specs\5|te\3190 Subdivision 2021.dwg

FB 335 PG 34

3100



AMBIT ENGINEERING, INC. Civil Engineers & Land Surveyors

- NUTES:

 1) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT

 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72
 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON
 PUBLIC OR PRIVATE PROPERTY WITHIN 100 FEET OF
 UNDERGROUND UTILITIES. THE EXCAVATOR IS RESPONSIBLE
 TO MAINTAIN MARKS. DIG SAFE TICKETS EXPIRE IN THIRTY
 DAYS.
- UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS
 SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
- 3) CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE "NEW HAMPSHIRE STORMWATER MANUAL, VOLUME 3, EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION. (NHDES)

PORKCHOP SUBDIVISION GEORGE FAMILY 2019 REVOCABLE TRUST OFF JUSTIN LANE ROCHESTER, N.H.

10/8/21 8/3/21 DATE



AUGUST 2021

EROSION CONTROL NOTES

CONSTRUCTION SEQUENCE

Do not begin construction until all local, state and federal permits have been applied for and received.

Install SiltSoxx to control erosion and sedimentation prior to any earth moving activities.

Construct stabilized construction entrance.

Cut and remove all trees, shrubs, saplings, brush, vines and other debris and rubbish as required.

Best Management Practices for removal and disposal of invasive plants will be performed on populations that exist within the construction area to prevent future propagation-on-site, as well as the spread of invasive plant seeds or viable plant material during transportation off site, or at final

Strip and stackpile loam from site. Stockpiles shall be surrounded with silt fence to control sediment run off.

Construct driveway improvements.

Loam and seed disturbed areas in accordance with venetative practice and General Construction Notes. Cut and fill slopes shall be seeded immediately after their construction.

Plant landscaping as needed

Remove tropped sediments from collection devices as appropriate, and then remove temporary erosion control measures.

GENERAL CONSTRUCTION NOTES

The erosion control procedures shall conform to section 645 of the "Standard Specification for Road and Bridge Construction" of the NHDOT, and "Storm water ma and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire".

During construction and thereafter, erosion control measures are to be implemented as noted. The smallest practical area of land should be exposed at any one time during

Any disturbed areas which are to be left temporarily, and which will be regraded later during construction shall be machine hay mulched and seeded with rive grass to prevent

Dust control: If temporary stabilization practices, such as temporary vegetation and mulching, do not adequately reduce dust generation, application of water or calcium chloride shall be applied in accordance with Best Management Practices.

Silt fences shall be periodically inspected during the life of the project and after each storm. All damaged silt fences shall be repaired. Sediment deposits shall periodically be moved and disposed in a secured location

Avoid the use of future open spaces (loam and seed areas) wherever possible during construction. Construction traffic shall use the roadheds of the driveway.

Topsoil required for the establishment of vegetation shall be stockpiled in amounts necessary to complete finished grading of all exposed areas. Construct silt fence around topsoil

Areas to be filled shall be cleared; grubbed and stripped of topsoil to remove trees, vegetation, roots or other objectionable material. Stumps shall be disposed by grinding or fill in an approved facility.

All fills shall be placed and compacted to reduce erosion slippage, settlement, subsidence or other related problems.

All fill shall be placed and compacted in layers not exceeding 8 inches in thickness unless otherwise noted.

Frozen material or soft, mucky or highly compressible material shall not be incorporated into fills.

Fill material shall not be placed on frozen foundation subgrade.

Disturbed areas shall be seeded within 72 hours following finished grading.

At no time shall any disturbed area remain unstabilized for longer than 72 hours. All areas where construction is not complete within thirty days of the initial disturbance shall be machine hay mulched and seeded with rye grass to prevent

VEGETATIVE PRACTICE

For permanent measures and plantings:

Limestone shall be thoroughly incorporated into the loam layer at a rate of 2 tons per acre.

Fertilizer shall be spread on the top layer of toam and worked into the surface, fertilizer application rate shall be 500 pounds per acre of 10-20-20 fertifizer

Seed shall be sown at the rates shown in the table below immediately before seeding, the soil shall be lightly roked. One half the seed shall be sown in one direction and the other half at right angles to the original direction. It shall be lightly raked into the soi a depth not over 1/4 inch and rolled with a hand roller weighing not over 100 pounds per linear foat of width. Hoy mulch shall be applied immediately after seeding at a rate of 1.5 to 2 tons per acre, and shalt be held in place using appropriate techniques from the Erosion and Sediment Control Handbook.

The surface shall be watered and kept moist with a fine spray as required, without washing away the soil, until the grass is well established, any areas which are not satisfactorily covered shall be reseeded, and all naxious weeds removed.

A gross seed mixture containing the following seed requirements shall

General cover	Proportion	Seeding rate
Creeping Red Fescue Kentucky Bluegrass	50% 50%	100 lbs/Acre

Slope seed (used on all slopes greater than or equal to 3:1)

Creeping Red Fescue 42% Tall: Fescue Birdsfoot Trefail 42% 48 lbs/Acre

case shall the weed content exceed one percent by weight. All seed shalt comply with applicable State and Federal seed laws.

For temporary protection of disturbed areas: Mulching and seeding shall be applied at the following rates: Perennial Rye: 0.7 lbs/1,000 s.f. Mulch: 1.5 Tons/Acre

MAINTENANCE AND PROTECTION

The Contractor shall maintain all loam & seed areas until final acceptance at the completion of the contract. Maintenance shall include watering, weeding, removal of stones and other foreign objects over 1/2 inches in diameter which may appear and the first two (2) cuttings of grass no closer then ten (10) days apart. The first cutting shall be accomplished when the grass is from 2 1/2 to 3 incheshigh. All bare and dead spots which become apparent shall be properly prepared, limed and fertilized, and reseeded by the Contractor at his expense as many times as necessary to secure good growth. The entire area shall be maintained, watered and cut until acceptance of the lawn by the Owner's Representative

The Contractor shall take whatever measures are necessary to protect the grass while it is developing.

To be acceptable, seeded areas shall consist of a uniform stand of at least 90 percent established permanent grass species, with uniform count of at least 100 plants per square foot.

Seeded areas will be fertilized and reseeded as necessary to insure vegetative, establishment,

The swales will be checked weekly and repaired when necessary until adequate vegetation is established

The silt soxx barrier shall be checked after each rainfall and at least daily during prolonged rainfalt.

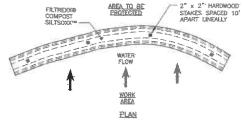
Silt soxx shall be removed once vegetation is established, and disturbed areas resulting from silt fence removal shall be permanently

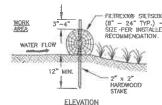
WINTER NOTES

All proposed vegetated areas which do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized by seeding and installing erosion control blankets on slopes greater than 3:1, and seeding and placing 3 to 4 tons of mulch per acre, secured with anchored netting, elsewhere. The installation of erosion control blankets or mulch and netting shall not accur over accumulated snow or an frozen ground. and shall be completed in advance of thaw or spring melt events.

All ditches or swates which do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized temporarily with stone or erosion control blankets appropriate for the design flow conditions.

After November 15th, incomplete road or parking surfaces, where work has stopped for the winter season, shall be protected with a minimum of 3 inches of crushed gravel per NHDOT item 304.3.

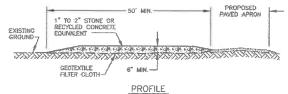


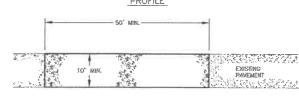


AL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
FILTREXX SYSTEM SHALL BE INSTALLED BY A CERTIFIED

- FILTREDOX SYSTEM SHALL BE INSTALLED BY A CERTIFIED
 FILTREXX INSTALLER.
 THE CONTRACTOR SHALL MAINTAIN THE COMPOST FILTRATION
 SYSTEM I'M A FUNCTIONAL CONDITION AT ALL TIMES. IT WILL BE
 ROUTINELY INSPECTED AND REPAIRED WHEN REQUIRED.
 SLITSOXX DEPEXTED IS FOR MINIMUM SLOPES, GREATER SLOPES
 MAY REQUIRE ADDITIONAL PLACEMENTS.
 THE COMPOST FILTER MAINENAL WILL BE DISPERSED ON SITE
 WHEN MO LONGER REQUIRED, AS DETERMINED. BY THE
 ENGINEER.



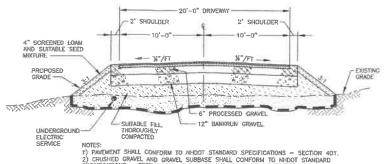




PLAN



4" HOT BITUMINOUS PAVEMENT (NHDOT ITEM 403:11-MACHINE METHOD WEAR COURSE, (12.5mm) SUPERPAVE MIX "BINDER COURSE (19mm) SUPERPAVE MIX OR 'EQUAL



CRUSHED GRAVEL AND GRAVEL SUBBASE SHALL CONFORM TO NHOOT STANDARD COFFICIATIONS — SECTION 304; TABLE 1E, AND SHALL BE COMPACTED AS INDICATED SECTION 304; TABLE 1E, AND SHALL BE COMPACTED AS INDICATED SECTION 304, 36 COMPA





AMBIT ENGINEERING. INC. Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3 Portsmouth, N.H. 03801-7114

NOTES:

FINISH GRADE - SEE PLANS

SUITABLE BACKELL PER UTILITY COMPANY

8" TYP.

IN PAVEMENT -

(NHDDT ITEM 403.11 — MACH. METHOD). 2" MEAR. COURSE, 12.5mm. 2" BASE COURSE, 19mm. OR MATCH EXISTING

% PIPE O.D.

12" MIN.

LIFTS, MAX.)

ELECTRIC SERVICE TRENCH

9

SAND BLANKET

-- CROSS-COUNTRY

B" MIN,

12" FIPE 12"

"W" (SEE NOTE B)

TYPICAL DRAINAGE PIPE TRENCH

4" (MIN) LORM, MULCH & SEED W/ SUITABLE GRASSIF

PLACE UTILITY MARKING TAPE 24"
ABOVE CROWN OF PIPE FOR ENTIRE
LENGTH OF PIPE & FITTINGS

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PORKCHOP SUBDIVISION GEORGE FAMILY 2019 REVOCABLE TRUST OFF JUSTIN LANE ROCHESTER, N.H.

O ISSUED FOR COMMENT 8/11/2 NO. DESCRIPTION DATE REVISIONS



SCALF: NTS

AUGUST 2021

DETAILS

FB 335 PG 34

TEST PIT #1

Date: 07/12/21 STEVEN D. RIKER Logged by: ESHWE-Observed Water: NONE Restrictive layer: NONE LEDGE @ .5.1 .IN.

Percolotion rate: 10 min./inch 23" Roots: DEPTH DESCRIPTION

2.5 YR 5/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #2

Date: 07/12/21 Logged by: STEVEN D. RIKER ESHWT: Observed Water: NONE Restrictive layer: NONE REFUSAL: NONE TO 69"

Roots: 29" DEPTH DESCRIPTION

Percolation rate: 8 min./inch

32" - 69" 2.5 YR 5/3 FINE SANDY LOAM,

TEST PIT #3

Boots:

Date: 07/12/21 STEVEN D. RIKER Logged by: ESHWT: Observed Water: NONE Restrictive layer: NONE .REFUSAL: NONE TO 26" Percolation rate: 6 min./inch

DEETH DESCRIPTION

38"

41" - 76" 2.5 YR 4/3 FINE SANDY LOAM, GRANDIER FREERIE

TEST PIT #4

07/12/21 Date: Logged by: STEVEN D. RIKER Observed Water: NONE Restrictive layer: NONE REFUSAL: NONE TO 64"

Percolation rate: 10 min./inch Ronts 23" DEPTH DESCRIPTION

TEST PIT #5

Date: 07/12/21 Logged by: STEVEN D. RIKER ESHWT: 33"

Observed Water: NONE Restrictive layer: NONE REFUSAL: NONE TO 66" Percolation rate: 8 min./inch

DEPTH DESCRIPTION

D" - 2" 10 YR 3/2 FINE SANBY LOAM, GRANULAR, FRIABLE

07/12/21 Date: Logged by: STEVEN D. RIKER ESHWT: Observed Water: NONE Restrictive lover: NONE NONE TO 63"

Percolation rate: 8 min./inch Roots: DEPTH DESCRIPTION

10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE 0 ··· - 3 ···

2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE 23" - 31" 31" - 63" 2.5 YR 5/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #7

07/12/21 STEVEN O PIKER Logged by: ESHWT: Observed Water: NONF Restrictive layer: NONE REFUSAL: LEDGE @ 40" Roots-23"

DEPTH DESCRIPTION

TEST PIT #8

Roots: 23"

Date: 07/12/21 Logged by: STEVEN D RIKER ESHWT: Observed Water: NONE Restrictive layer: NONE REFUSAL: LEDGE @ 52" Percolation rate: 10 min./inch-

DEPTH DESCRIPTION 0" - 3" 10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #9

07/12/21 Date: Logged by: STEVEN D. RIKER ESHWT: Observed Water: NONE Restrictive layer: NONE REFUSAL: NONE @ 63" Percolation rate: 10 min./inch Roots:

DEPTH DESCRIPTION 6" - 4" 10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #10

Date: 07/12/21 Logged by: STEVEN D. RIKER ESHWT:

Observed Water: NONE Restrictive layer: NONE REFUSAL: LEDGE @ 50" Percolation rate: 10 min./inch-

DEPTH DESCRIPTION 6" - 4" 10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE

9" - 26" 2.5 YR 5/4 FINE SANDY LOAM, GRANDLAR FRIABLE

C2/

12"

GROUNDING GRID

0000

44"-25 to 75 los

NOTES

1. See sheet "Requirements for Podmounted Transformer Slob Details".

2. All reinforcing to be #8 bars.

3. 1" PVC conduit sleeve for ground grid leads.

4. The ground grid shall be supplied and installed by the customer and is to be buried at least 12" below grade. Eight feet of skrbr wire for each ground grid leg shall be left exposed in the cable comportment to allow for the connection to the transformer, the two 8" ground rods may be either galvanized steel or copperweld and they shall be connected to the grid with NEC approved connectors.

SINGLE PHASE TRANSFORMER PAD

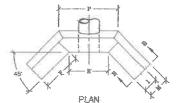
See note 3

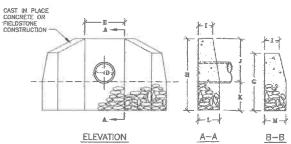
#2 Bare stranded

- NEC Approv

-Ground rod (two)

26" - 56" 2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE





PORKCHOP SUBDIVISION GEORGE FAMILY 2019 REVOCABLE TRUST OFF JUSTIN LANE ROCHESTER, N.H.

AMBIT ENGINEERING, INC. Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3 Portsmouth, N.H. 03801-7114 Tel (603) 430-9282 Fax (603) 436-2315

1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72

HOURS PRIOR TO COMMENCING ANY EXCAVATION ON

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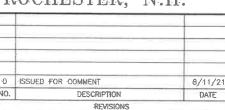
1) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT-

PUBLIC OR PRIVATE PROPERTY.

ONCE TO THE DESIGN ENGINEER.

(NHDES DECEMBER 2008).

NOTES:





SCALE: NTS

AUGUST 2021

DETAILS & TEST PIT DATA

TEST PIT #11

07/12/21 Date: Logged by: STEVEN D. RIKER Observed Water: NONE Restrictive layer: NONE REFUSAL: LEDGE @ 61" 25" Roots:

DEPTH DESCRIPTION

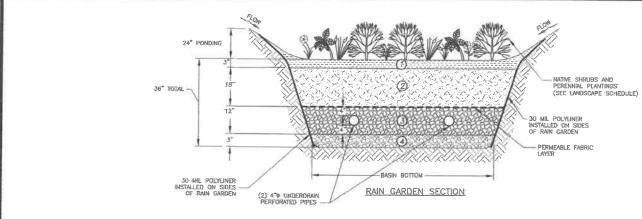
28" - 61" 2.5 YR 4/3 FINE SANDY LOAM,

TEST PIT #12

Date: 07/12/21 Logged by: STEVEN D. RIKER ESHWT: Observed Water: NONE Restrictive layer: NONE REFUSAL: LEDGE @ 59" Percolation rate: 8 min./inch 31" DEPTH DESCRIPTION

PLAN

FB 335 PG 34



RAIN GARDEN STORMWATER TREATMENT DETAIL

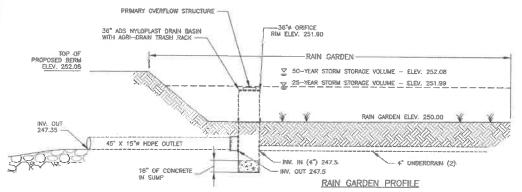
- LAYER THICKNESS- 14"

NTS

ELEV. 251.30

RAIN GARDEN

NTS



(BIORETENTION)

GEOTEXTILE FILTER
FABRIC BENEATH STONE

C3/

LONGITUDINAL SECTION

SEDIMENT FOREBAY

PAVEMENT/SWALE

CAUN	GARDEN			
1	MULCH/GF GRASS SE	ED MIX. A.	DIUM: WITH: LOAM	
2	SPECIFICATI MULCH: BY COARSE S	TIONS DATE	D FEBRUAR MIXED THO — 80% BY	C BIORETENTION SOIL 1Y, 2017:20% — 30% ROUGHLY WITH LOAM VOLUME) MEETING 1
			BY WEIGHT, PASSING	
	4		100	
	1	0	95	
	4	0	10-20	

SOILS: VISUALLY INSPECT AND REPAIR EROSION MONTHLY. USE SMALL STONES TO STABILIZE EROSION ALONG DRAINAGE PATHS. CHECK THE 10H ONCE OR TWICE A YEAR APPLY AN ALKALINE PRODUCT, SUCH AS LIMESTONE, IF NEEDED.

MULCH: REMULCH ANY VOID AREAS BY HAND AS NEEDED. EVERY 6 MONTHS, IN THE SPRING AND FALL, ADD A FRESH MULCH LAYER, ONCE EVERY 2 TO 3 YEARS, IN THE SPRING, REMOVE OLD MULCH LATER BEFORE APPLYING NEW ONE.

LATER SEPORE APPLYING NEW ONE.

PLANTS: IMMEDIATELY AFTER THE COMPLETION OF CELL
CONSTRUCTION, WATER PLANT MATERIAL FOR 14 CONSECUTIVE DAYS
UMLESS THERE IS SUFFICIENT NATURAL RAINFALL WHEN TREES HAVE
TAKEN ROOT, OR AT LEAST BY 6 MONTHS, REMOVE STAKES AND
WIRES. ONCE A MONTH (MORE PREQUENTLY IN SUMMER), WISHLELY
INSPECT VEGETATION FOR DISEASE OR PEST PROBLEMS. IF TREATMENT
IS WARRANTED, USE THE LEAST TOXIC APPROACH, THICE A VEAR.
FROM MARCH 15TH TO APPRIL 30TH AND OCTOBER 15T TO NOVEMBER
30TH, REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION
CONSIDERED BEYOND TREATMENT, DURING THESE OF EXTENDED
DROUGHT, LOOK FOR PHYSICAL FEATURES OF STREES, OWNER/WED
WILTIMG, YELLOW, SHOPTED OR BROWN LEAVES, COSS OF LEAVES,
ETC.). WATER IN THE EARLY MORNING AS NEEDED. WEED RESULARLY,
IF NEEDED.

I.D. No.	ITEM	SIZE	QTY
(1)	SYMPHYOTRICHUM LAEVE	1 GALLON	7
\	SMOOTH BLUE ASTER	- P ONEEDIV	,
(2)	HAMAMELIS	2 0411011	
\\	WITCH HAZEL	2 GALLON	2
3>	VIBURNUM ACERIFOLIUM	2 GALLON	79
	MAPLELEAF VIBURNUM	2 GALLUN	1
4>	ILEX VERTICILLATA	2 0411011	7
	WINTERBERRY	2 GALLON	3

"PLANTS EVENLY SPREAD IN THE PLANTING AREA



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SCALE: NTS

AUGUST 2021

DETAILS

FB 335 PG 34 -