



LOT LINE REVISION APPLICATION

City of Rochester, New Hampshire

Date: 2/18/2021 [office use only. Check # amount \$ date]							
Property information							
Tax map #: 123 & 129 ; lot #('s): 57 & 6 ; zoning district: Residential (R1)							
Property address/location: 30 Brock Street (123-57) and 54 Brock Street (129-6)							
Name of project (if applicable):							
Property owner – Parcel A							
Name (include name of individual): Marybeth & David Walker							
Mailing address: 34 Brock Street, Rochester, NH 03867							
Telephone #: Email: dwalker@metrocast.net							
Property owner – Parcel B (clarify whether both parcels are owned by the same person(s)) Name (include name of individual): Norman Roberge							
Mailing address: 54 Brock Street, Rochester, NH 03867							
Telephone #: Email:							
Surveyor							
Name (include name of individual): _Joel D. Runnals, LLS; Norway Plains Associates, Inc.							
Mailing address: PO Box 249, Rochester, NH 03867							
Telephone #: 603-335-3948 Fax #:							
Email address: <u>jrunnals@norwayplains.com</u> Professional license #: <u>LLS 865</u>							
Proposed project What is the purpose of the lot line revision? To transfer 2,640 square feet from 123-57 to 129-6							
Will any encroachments result? There will be no encroachments							
Page 1 (of 2 pages)							

(Continued Lot Line Revision application Tax Map: 123 & 129 Lot: 57 & 6 Zone R1
Comments Please feel free to add any comments, additional information, or requests for waivers here:
Submission of application
This application must be signed by the property owner(s) and/or the agent.
I(we) hereby submit this Lot Line Revision application to the City of Rochester Planning
Board pursuant to the <u>City of Rochester Subdivision Regulations</u> and attest that to the best of
my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As agent, I attest that I am duly
authorized to act in this capacity.
Signature of property owner: Manybeth Walker (Parcel A)
Date: 2/21/21
Signature of property owner:
(Parcel B)
Signature of agent:
Date:

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NORWAY PLAINS ASSOCIATES, INC.

LAND SURVEYORS • SEPTIC SYSTEM DESIGNERS • CIVIL ENGINEERS

P.O. Box 2492 Continental Blvd. (03867) Rochester, NH 03866-0249 Phone: (603) 335-3948 / (800) 479-3948 Fax: (603) 332-0098



P. O. Box 268
31 Mooney St.
Alton, NH 03809
Phone & Fax: (603) 875-3948
www.norwayplains.com

February 21, 2021

Mr. Seth Creighton, Chief Planner City of Rochester Planning & Development City Hall Annex 33 Wakefield Street Rochester, New Hampshire 03867

RE:

NARRATIVE – Lot Line Revision Marybeth G. and David E. Walker

Tax Map 123, Lot 57 / 34 Brock Street, Rochester, NH

Roland Roberge

Tax Map 129, Lot 6 / 54 Brock Street, Rochester, NH

Dear Mr. Creighton,

Marybeth and David Walker owners of Tax Map 123, Lot 57 are proposing a Lot Line Revision with their neighbor Roland Roberge, owner of Tax Map 129, Lot 6.

This proposal would convey 2,640 square feet from Lot 57 to Lot 6.

Both lots are developed and are serviced by municipal sewer and water with no new development is being proposed as part of this application.

Thank you for your consideration in this matter.

Sincerely,

Joel D. Runnals, LLS

jrunnals@norwayplains.com

NORWAY PLAINS ASSOCIATES, INC.

Knum All Men By These Presents

THAT I, Florence (Brock) Bousquin of Rochester, County of Strafford and State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration

to me in hand before the delivery hereof, well and truly paid by John Rawski and Carol Rawski of Rochester, County of Strafford and State of New Hampshire,

the receipt whereof I do hereby acknowledge, have granted, bargained and sold and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said John Rawski and Carol Rawski as joint tenants, and not as tenants in common, to them and their assigns, and to the survivors of them, and to the heirs and assigns of such survivor forever.

A certain tract or parcel of land with the buildings thereon located on the northeasterly side of Brock Street, so-called, in Rochester, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at the edge of said Brock Street and the southeasterly corner of land now or formerly of one Farmer; thence running along said Farmer land in a northeasterly direction One Hundred (100) feet, more or less, to other land of the grantor; thence turning and running in a generally northwesterly direction along said Farmer land a distance of Seventy-Five (75) feet, more or less, to a point; thence turning and running in a northeasterly direction a distance of Three Hundred Sixty-Two (362) feet, more or less; thence turning in a generally southeasterly direction and running a distance of Seventy-Five (75) feet, more or less; thence turning and running in a northeasterly direction Forty-Eight (48) feet, more or less, to land of the Rochester Fair Grounds; thence running along said Rochester Fair Grounds land a distance of Eight Hundred Twenty-Eight (828) feet, more or less, to land now or formerly of one Norman Berry; thence turning and running in a southwesterly direction a distance of Three Hundred Twenty (320) feet, more or less, to the southeasterly corner of land now or formerly of one Dean Berry; thence turning and running in a northwesterly direction along said Berry land One Hundred (100) feet along land now or formerly of one Franklin French Sixty-Four (64) feet and along land now or formerly of one Maurice Jacques Seventy-Five (75) feet; thence turning and running in a southwesterly to land now or formerly of one Bernard Hemenway; thence turning and running in a northwesterly direction along land of said Hemenway

STATE OF NEW HAMPSHIRE

LAX ON TRANSFER

LA REAL PROPERTY

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across a right of way of the City of Rochester for a water line and land now or formerly of one Charles Scott, Jr. a distance of One Hundred Twenty (120) feet, more or less; thence turning and running in a northeasterly direction along said Scott land a distance of Two Hundred (200) feet; thence turning and running in a northwesterly direction along said Scott land a distance of Two Hundred (200) feet; thence turning and running in a southwesterly direction along said Scott land a distance of One Hundred (100) feet; thence turning and running in a northwesterly direction along land now or formerly of one George Rowe a distance of One Hundred (100) feet; thence turning and running in a southwesterly direction along said Rowe land a distance of One Hundred (100) feet to land now or formerly of one Laurion; thence turning and running in a northwesterly direction a distance of Eighty (80) feet; thence turning and running in a southwesterly direction along said Laurion land a distance of One Hundred (100) feet to said Brock Street, so-called, in a northwesterly direction along said Brock Street a distance of One Hundred Ten (110) feet, more or less, to the point of beginning.

This conveyance is made subject to all rights of way and easements granted to the City of Rochester per water line across said property.

For further reference see deed of Edward L. Blake, administrator d.b.n., c.t.a, Estate of Junio E. Evans to Martin S. Brock and Ralph A. Brock, dated March 12, 1934, recorded in Strafford County Records, Book 457, Page 164.

All distances described herein are more or less, and have been taken from a plan drawn and attached hereto.

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To Have and to Hold the said granted premises, with all the privileges and appurtenances to the same belonging, to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them, and to the heirs and assigns of such survivor, to their and their early proper use and benefit forever. And I the said grantor and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Grantees as joint tenants, with them and their assigns, and with the survivors of them and the heirs and assigns of such survivor, that until the delivery hereof I am the lawful owner of the said premises, selzed and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, except as mentioned in description and that

and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them and to the heirs and assigns of such survivor, against the lawful claims and demands of any person

And I, Clayton E. Bousquin, husband of the said grantor

in consideration aforesaid, do hereby relinquish my right ' of dower curtesy in the beforementioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved, or secured to us, or either of us, by Chapter 480 of the New Hampshire Revised Statutes Annotated, 1955, as amended, or by any other statutes of said State. In Mitness Milersof, We have hereunto set Our hand s and seals this

day of · October A. D. 1968.

Signed, sealed and delivered in the presence of us: Much the the

STATE OF NEW HAMPSHIRE

County of Strafford, ss.

On this ageth day of October 19 68, before me, the undersigned officer, personally appeared Florence (Brock) Bousquin and Clayton E. Bousquin are known to me (or satisfactorily proven) to be the persons whose name s/ subscribed to the within instrument and acknowledged that the yexecuted the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

RECEIVED 2:40 P.M. Dec 18,1968

EXAMINED BY: Marjoris E. Holmes REGISTER

Doc # 0012163 Aug 19, 2016 1:29 PM Book 4408 Page 0610 Page 1 of 5 Register of Deeds, Strafford County

This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2 I. This transfer is also exempt from the LCHIP surcharge pursuant to RSA 478:17-g II (a).

DRAINAGE EASEMENT and DRAINAGE EASEMENT AGREEMENT

This Drainage Easement and Drainage Easement Agreement ("Agreement") is made and entered into as of this ________, day of ________, 2016, by and between Marybeth G. Walker and David E. Walker of 34 Brock Street, Rochester, New Hampshire 03867 ("Grantors), and THE CITY OF ROCHESTER, a New Hampshire municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire ("Grantee").

- 1. Grantors are the fee simple owners of that certain tract of land located in the City of Rochester, County of Strafford, State of New Hampshire, as shown on Exhibit A and located at the following address: 30 Brock Street, Rochester, New Hampshire 03867 (the "Property").
- 2. Grantors, for good and valuable consideration received, grant to Grantee drainage easement rights in, over and across the parcels shown on Exhibit B (the "Drainage Easement") and Grantee has accepted same by its approval of Exhibit B and the acceptance of the Drainage Easement and this Agreement (as evidenced by the execution of this Agreement by City Manager of Rochester, New Hampshire).
- 3. Grantors, for Grantors, their successors, and assigns (hereinafter "Owners") covenants with the Grantee and its successors and assigns, that Grantors and Owners, at all times after the effective date of this instrument, that it will not erect or maintain, any building or structure of any kind or nature upon the land over said easement area. Grantors, and all future Owners, lessees, and residents of all or any part of the Property are bound by the provisions of this Agreement. This Agreement cannot be terminated, released, amended or modified without the express prior written consent of Grantee.
- 4. The Grantors (or Owners) of the Property shall maintain the land over said easement area in a natural state and will not plant or permit any trees to be planted over said easement area without permission of Grantee. Grantor hereby allows the Grantee to cut, trim, maintain vegetation as may be necessary for the proper maintenance and installation of the drainage pipe and system.
- 5. The Grantee hereby represents, covenants, and warrants in favor of Grantors, and their successors and assigns, that the Grantee shall protect the Drainage Easement, and the adjacent lands of Grantors over which Grantee has rights or ingress and egress, from damage caused, in whole or part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents.

6. The Grantees shall also retain the right to expel flowage from installed pipes outside of the Easement Area described in Exhibit B; the expulsion of which the Grantors have been compensated for as part of the consideration mentioned in Paragraph #2 herein.

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- 7. Grantors shall retain all rights to the Drainage Easement area not granted hereby.
- 8. This Agreement shall be in addition to any other agreements, law, ordinances or regulations relating to drainageways, easements and the subject matter herein.
- 9. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents and tenants. This Agreement, the Drainage Easement and other rights and obligations created, granted and conveyed shall run with the land as a burden upon the Property.
- 10. Grantors warrant that (i) they are the fee simple owners of the Property, (ii) they have full right, power and authority to grant the Drainage Easement set forth herein and to execute this Agreement, and (iii) the execution hereof by Grantors does not conflict with or constitute a default under any agreement to which Grantors are a party or by which Grantors of the Drainage Easement are bound.
- 11. This Agreement shall terminate only upon mutual written agreement between the parties.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Agreement as of the date first above written:

GRANTORS:

Marybeth G. Walker

David E. Walker

STATE OF NEW HAMPSHIRE COUNTY OF STRAFFORD

On this 22 day of July, 2016, before me personally appeared the above named Marybeth G. Walker, known to me or satisfactorily proven to be the person whose name

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is subscribed to the foregoing instrument and acknowledged the same to be his free act and deed for the purposes contained therein on behalf of the limited liability company.

My Commission Expires:

MARCIA H. RODDY Notary Public - New Hampehire My Commission Expires June 24, 2020.

STATE OF NEW HAMPSHIRE **COUNTY OF STRAFFORD**

On this <u>AA</u> day of <u>July</u>, 2016, before me personally appeared the above named David E. Walker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be his free act and deed for the purposes contained therein on behalf of the limited liability company.

My Commission Expires:

GRANTEE:

MARCIA H. RODDY Notary Public - New Hampshire My Commission Expires June 24, 2020

CITY OF ROCHES

Daniel Fitzpatrick, City Manager

Exhibit A – The Property

A certain tract or parcel of land with the buildings thereon located on the northeasterly side of Brock Street, so-called, in Rochester, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at the edge of said Brock Street and the southeasterly corner of land now or formerly of one Farmer; thence running along said Farmer land in a northeasterly direction One Hundred (100) feet, more or less, to other land now or formerly of Florence (Brock) Bousquin; thence turning and running in a generally northwesterly direction along said Farmer land a distance of Seventy-Five (75) feet, more or less, to a point; thence turning and running in a northeasterly direction a distance of Three Hundred Sixty-Two (362) feet, more or less; thence turning in a generally southeasterly direction and running a distance of Seventy-Five (75) feet, more of less; thence turning and running in a northeasterly direction Forty-Eight (48) feet, more or less, to land of the Rochester Fair Grounds; thence running along said Rochester Fair Grounds land a

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Brock Street
Tax Map 123 Lot 57
Rochester, NH

Exhibit B – The Drainage Easement

All that piece or parcel of property situated in the City of Rochester, County of Strafford, State of New Hampshire, shown on a plan entitled "Easement Plan, Tax Map 123 Lot 57, City of Rochester Drainage Easement, Brock Street, Rochester, New Hampshire" dated February 2015; revised June 3, 2016; prepared by CLD Consulting Engineers, Inc.; bounded and described as follows:

Beginning at a point on the westerly line of land now or formerly of Marybeth G. & David E. Walker (Tax Map 123 Lot 57) at its intersection with the division line between land now or formerly of Mary C. & Leslie O. Searles (Tax Map 129 Lot 5) on the southeast and land now or formerly of City of Rochester (Tax Map 129 Lot 4) on the northwest; said point being marked by a 2" dia. iron pipe;

Thence along said westerly line of land now or formerly of Marybeth G. & David E. Walker, North 52°13'20" West a distance of 20.02 feet to a point; said point being North 03°05'03" West a distance of 4.85 feet from a 1" dia. Iron pipe;

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Thence North 40°00'33" East a distance of 27.16 feet;
Thence North 32°13'25" East a distance of 69.01 feet;
Thence North 63°51'37" East a distance of 45.10 feet;
Thence South 26°08'23" East a distance of 20.00 feet;
Thence South 63°51'37" West a distance of 39.43 feet;
Thence South 32°13'25" West a distance of 64.71 feet;
Thence South 40°00'33" West a distance of 27.74 feet to the point of beginning.
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Being 2,732 square feet, more or less.

Meaning and intending to the describe the City of Rochester Drainage Easement Plan, Tax Map 123, Lot 57, dated June 23, 2016 recorded herewith.

distance of Eight Hundred Twenty-Eight (828) feet, more or less, to land now or formerly of one Norman Berry; thence turning and running in a southwesterly direction a distance of Three Hundred Twenty (320) feet, more or less, to the Southeasterly corner of the land now or formerly of one Dean Berry; thence turning and running in a northwesterly direction along said Berry land One Hundred (100) feet along land now or formerly of one Franklin French Sixty-Four (64) feet and along land now or formerly of one Maurice Jacques Seventy-Five (75) feet; thence turning and running in a southwesterly direction along land of said Jacques land a distance of One Hundred (100) feet to land now or formerly of one Bernard Hemenway; thence turning and running in a northwesterly direction along land of said Hemenway across a right-of-way of the City of Rochester for a water line and land now or formerly of one Charles Scott, Jr. a distance of One Hundred Twenty (120) feet, more or less; thence turning and running in a northeasterly direction along said Scott land a distance of Two Hundred (200) feet; thence turning and running in a northwesterly direction along said Scott land a distance of Two Hundred (200) feet; thence turning in a southwesterly direction along said Scott land a distance of One Hundred (100) feet; thence turning and running in a northwesterly direction along land now or formerly of one George Row a distance of One Hundred (100) feet; thence turning and running in a southwesterly direction along said Rowe land a distance of One Hundred (100) feet to land now or formerly of one Laurion; thence turning and running in a northwesterly direction a distance of Eighty (80) feet; thence turning and running in a southwesterly direction along said Laurion land a distance of One Hundred (100) feet to said Brock Street, so-called, in a northwesterly direction along said Brock Street a distance of One Hundred Ten (110) feet, more or less, to the point of

Meaning and intending to describe the same premises conveyed to Marybeth G. Walker and David E. Walker from Carol Rawski by deed dated September 29, 2014 and recorded with the Strafford Registry of Deeds at Book 4246, Page 0635.

the beginning.



