

AMBIT ENGINEERING, INC. CIVIL ENGINEERS AND LAND SURVEYORS

200 Griffin Road, Unit 3, Portsmouth, NH 03801
Phone (603) 430-9282 Fax 436-2315

23 August, 2021

Nel Sylvain, Chair
City of Rochester Planning Board
31 Wakefield Street
Rochester, NH 03867

RE: Request for Minor Subdivision Approval of Assessor's Map 260 Lot 6, Justin Lane

Dear Mr. Sylvain:

We hereby submit, on behalf of the George 2019 Family Trust, the attached package to the Planning Board for Minor Subdivision approval. Included herewith is the Planning Board Application, Fee check, Wetland Delineation Report, Letter of Authorization, copies of the deeds, and Minor Subdivision Application Plan Set.

The proposed subdivision is a Porkchop Subdivision pursuant to the City of Rochester Zoning Ordinance §275-21.4.M. A Conditional Use Permit Application has been filed concurrent with this application. 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 three proposed lots have area and road frontage as follows: Lot 1 2.21 acres, 51 feet of frontage; Lot 2 3.30 acres, 50 feet of frontage; and Lot 3 4.05 acres, 50 feet of frontage. The lots are proposed to be serviced by a common driveway contained within a 30 foot wide easement. A shared driveway agreement will be drafted upon approval and will be added to each conveyance as a burden on the property.

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.

J:\JOBS3\JN 3100's\3190's\3190\2021 Subdivision\Applications\City of Rochester\Planning Board Subdivision Submission Letter 082021.docx

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Phone (603) 430-9282 Fax 436-2315

23 August, 2021

Nel Sylvain, Chair
City of Rochester Planning Board
31 Wakefield Street
Rochester, NH 03867

RE: Request for Conditional Use Permit associated with a Minor Subdivision Application for a Porkchop Subdivision of Assessor's Map 260 Lot 6, Justin Lane

Dear Mr. Sylvain:

We hereby submit, on behalf of the George 2019 Family Trust, the attached package to the Planning Board for a Conditional Use Permit which is being concurrently applied for with an Application for Minor Subdivision approval. The requested conditional use is a Porkchop Subdivision as defined in §275-21 of the Zoning Ordinance. Included herewith is the Conditional Use Permit Application, and, with the Minor Subdivision Application, the Subdivision Plan Set.

Below I will address the Criteria laid out in §275-21.3 and 275-21.4.M. The ordinance requirement will be in *italics*, the response in **bold**.

§275-21.3.A-Allowed use or departure. The use or departure from standards is specifically authorized under the Tables of Uses in Article 18 as a conditional use or is otherwise specifically authorized in this chapter
Porkchop subdivision is specifically authorized by Article 21.

§275-21.3.B-Intent of chapter. The proposal is consistent with the purpose and intent of this chapter
The proposed subdivision and provided subdivision layout are consistent with the Purpose of the Zoning Ordinance as laid out in §275-1.3.

§275-21.3.C-Intent of Master Plan. The proposal is consistent with the purpose and intent of the Master Plan
The proposed subdivision is consistent with the Land Use Chapter of the City of Rochester Master Plan.

§275-21.3.D-Compatibility. The proposal is compatible with general dimensional, use, and design characteristics of the neighborhood and surrounding area
The surrounding area consists of a residential subdivision and large tracts of vacant and semi-vacant property. The proposed subdivision is consistent with this neighborhood and 2 of the 3 lots are larger than the lots within the adjacent subdivision.

§275-21.3.E-Streetscape. The proposal will not adversely impact the quality of the streetscape
The proposed subdivision will not adversely impact the streetscape as it will aesthetically will look like one driveway serving a single residence.

§275-21.3.F-Resources. The use or departure will not have a significantly adverse impact upon natural, scenic, historic, or cultural resources and can be designed with sensitivity to environmental constraints
There are no proposed impact on natural, scenic, historic, or cultural resources, other than those natural impacts that would take place in the development of any residential lot. The project has been designed to not impact or require encroachment upon the buffers of environmental resources.

§275-21.3.G-Public facilities. *The use does not place an undue burden upon the City's resources, including the effect on the City's water supply and distribution system, sanitary and storm sewage collection and treatment systems, fire protection, police protection, streets and schools*

The proposed subdivision will utilize a private driveway, with on-site water and sewer, not inducing any additional burden. The proposed 3 lot subdivision not place any undue burdens to police, fire, streets, or schools, any impact would be minimal.

§275-21.4.M.1-Quality of project. *A finding by the Planning Board that the proposed development is superior to development that would likely occur otherwise*

The proposed subdivision, utilizing the Porkchop Subdivision provisions, will be superior to a possibly higher density regular subdivision in terms of impact to natural resources, aesthetic quality, and conformance with the nature of the existing neighborhood.

§275-21.4.M.2-Parcel size. *The development parcel shall have a minimum size of six gross acres and minimum frontage of 150 feet on an existing public way*

The existing lot which is proposed to be subdivided is 9.56 gross acres and has 151 feet of frontage on Justin Lane, meeting the requirements.

§275-21.4.M.3-Three lots. *There shall be a maximum of three lots created from any one lot*

The proposed subdivision is three lots, meeting the requirement.

§275-21.4.M.4-Minimum lot size. *The minimum lot size for each new lot shall be 40,000 square feet or the minimum lot size for the district, whichever is greater*

The proposed subdivision lots are all greater than 45,000 s.f., meeting the requirement.

§275-21.4.M.5-Average lot size. *The average lot size for new lots in the porkchop subdivision shall be at least 120,000 square feet or 1.5 times the minimum lot size for the district, whichever is greater*

The average lot size of the proposed subdivision lots is 138,845 sq. ft., meeting the requirement.

§275-21.4.M.6-Frontage. *The minimum frontage for each new porkchop lot shall be 50 feet*

The proposed subdivision lots have 51 feet, 50 feet, and 50 feet of frontage, meeting the requirement.

§275-21.4.M.7-Common access. *All lots shall be entered from a common access point*

The proposed common driveway for all three proposed lots will have a common access point on Justin Lane, meeting the requirement.

§275-21.4.M.8-Separate driveway. *Each porkchop subdivision shall have a common driveway independent from any other subdivision*

Each proposed subdivision lot is proposed to be accessed by their own individual driveway off of the shared drive, meeting the requirement.

§275-21.4.M.9-No further subdivision. *There shall be no further subdivision of any of the porkchop lots other than lot line adjustments*

None of the proposed subdivision lots will be able to be further subdivided, a note stating such will be on the plan or as the Planning Department see fit, meeting the requirement.

§275-21.4.M.10-Single-family. *The porkchop lots shall be used for single-family use only*

The proposed use of the subdivision lots are single family homes, meeting the requirement.

§275-21.4.M.11-Width. *The all-season passable width of any shared driveway shall be 20 feet when serving two or more lots*

The width of the proposed shared driveway is 20 feet, meeting the requirement.

§275-21.4.M.12-Easement width. *The width of the common driveway access easement shall be 30 feet. Additional width may be required to accommodate slope and drainage easements*

The proposed common driveway access easement is 30 feet wide, any grading or construction easements necessary are proposed to be covered by a blanket easement, meeting the requirement.

§275-21.4.M.13-Turnaround. An acceptable turnaround for the fire trucks may be required

A proposed hammerhead turnaround is proposed. Input from the Fire Department will dictate the final design/location, meeting the requirement.

§275-21.4.M.14-Recording. A document satisfactory to the City Attorney shall be recorded establishing the conditions of use of any common driveway, providing for indemnification for the City for emergency services, and including suitable language to ensure that the private way will not become a City road or street

A document, as described and specified above will be provided prior to final approval of the plan, meeting the requirement.

We look forward to your review and approval of the Conditional Use Permit Application.

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.

J:\JOBS3\JN 3100's\3190's\3190\2021 Subdivision\Applications\City of Rochester\Planning Board CUP Submission Letter 082021.docx

Wetlands: Is any fill proposed? No; area to be filled: _____; buffer impact? none.

Comments

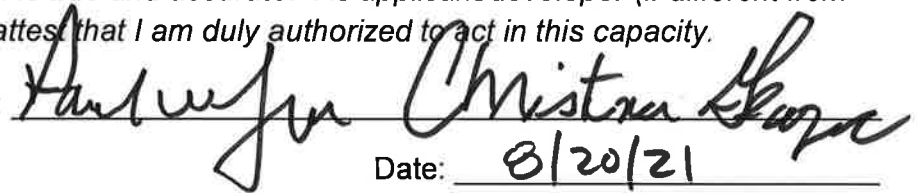
Please feel free to add any comments, additional information, or requests for waivers here:

Submission of application

This application must be signed by the property owner, applicant/developer (if different from property owner), and/or the agent.

I (we) hereby submit this Subdivision application to the City of Rochester Planning Board pursuant to the City of Rochester Subdivision Regulations 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 applicant/developer (if different from property owner)/as agent, I attest that I am duly authorized to act in this capacity.

Signature of property owner:


Date: 8/20/21

Signature of applicant/developer: _____

Date: _____

Signature of agent: John Chagnon



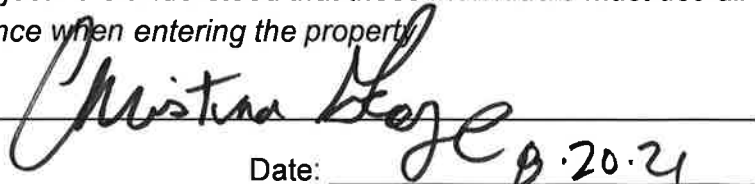
Digitally signed by John Chagnon
DN: cn=John Chagnon, o=ambtel Engineering, email=jc@ambtelengineering.com, c=US
Date: 2021.08.20 11:48:33 -0400

Date: 8/20/21

Authorization to enter subject property

I hereby authorize members of the Rochester Planning Board, Zoning Board of Adjustment, Conservation Commission, Planning Department, and other pertinent City departments, boards and agencies to enter my property for the purpose of evaluating this application including performing any appropriate inspections during the application phase, review phase, post-approval phase, construction phase, and occupancy phase. This authorization applies specifically to those particular individuals legitimately involved in evaluating, reviewing, or inspecting this specific application/project. It is understood that these individuals must use all reasonable care, courtesy, and diligence when entering the property.

Signature of property owner: _____


Date: 8.20.21

Minor Subdivision Checklist

(Minor subdivisions involve a total of 3 lots or fewer)

**To be filled out by applicant/agent (with notes to be inserted by staff)*

See regulations for other specific requirements

City of Rochester Planning & Development Department

Project Name: George Subdivision Map: 260 Lot: 6 Date: 8/20/21

Applicant/agent: John Chagnon Signature: _____

(Staff review by: _____ Date: _____)

General items

	Yes	No	N/A	Waiver Requested	Comments
<u>4</u> sets completed applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Total application fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>4</u> copies of narrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>3</u> sets of full-size plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>2</u> sets of 11 X 17 reductions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Completed abutters list	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Copy of existing covenants, easements, and deed restrictions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Plan Information

Basic information including:

• Name of project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Date	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• North arrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Legend	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Revision block	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Vicinity sketch - not less than 1" = 1,000'	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Name and address of developer/applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Name, stamp, and NH license # of land surveyor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

General items

	Yes	No	N/A	Waiver Requested	Comments
City tax map & lot #'s	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subdivision approval statement (per regulations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Notation on plans: "For more information about this subdivision contact..."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Will add
Approval block (for signature by staff attesting to Planning Board approval)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
References to neighboring plans and subdivisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Information on abutting properties:					
• owner name	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• owner address	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• tax map and lot #	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• approximate square footage of lots	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• approximate building footprints	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Zoning designations of subject tract and in vicinity of tract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Zoning overlay districts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Platting

Surveyed property lines including:

• existing and proposed bearings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• existing and proposed distances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• monuments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• benchmarks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed square footage for each lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subdivision # on each lot (1, 2, 3, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Error of closure statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Existing Topographic Features

	Yes	No	N/A	Waiver Requested	Comments
Existing buildings/structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Existing driveways and access points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contour lines and spot elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Soil types and boundaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Soil test pit locations, profiles, and depth to water table and ledge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Percolation test locations and results	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water features (ponds, streams)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wetlands (including name of NH certified wetland scientist who delineated)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Statement whether located in flood area, and, if so, 100 year flood elevation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Delineation of treed and open areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stone walls and archaeological features	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Location of rock outcroppings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trails and footpaths	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Utilities

Show existing and proposed for all subject lots and within right of way.

Water lines/well (with protective radius)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sewer lines/septic system and leach field	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electric, telephone, cable TV (underground)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gas lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Other Elements

Prospective access points (may be subject to change)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Drainage plan - structures, details, and analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grading plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Earth being removed from site(in cubic yards)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TBD
Erosion and sedimentation plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed covenants, if any	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TBD
Road Acceptance Policy and Procedure: Is there a public road proposed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If yes, Have you read and understand the Road acceptance procedure?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

This proposed subdivision is designed as a Porkchop Subdivision, as described in §275-21.4.M. A concurrent Conditional Use Permit Application is being submitted addressing the items listed in §275-21 of the Zoning Ordinance.



Conditional Use Permit Application
City of Rochester, New Hampshire

Date: 8/20/21

Property information

Tax map #: 260; Lot #(s): 6; Zoning district: Argicultural

Property address/location: Justin Lane

Name of project (if applicable): George Subdivision

Property owner

Name (include name of individual): George Family 2019 Revocable Trust, Paul George & Christina George, Trustees

Mailing address: 51 Blue Hills Drive, Rochester, NH 03839

Telephone #: 603-534-4140 Fax: _____

Applicant/developer (if different from property owner)

Name (include name of individual): _____

Mailing address: _____

Telephone #: _____ Fax #: _____

Engineer/designer

Name (include name of individual): John Chagnon, Ambit Engineering, Inc.

Mailing address: 200 Griffin Road, Unit 3, Portsmouth, NH 03801

Telephone #: 603-430-9282 Fax #: 603-436-2315

Email address: jrc@ambitengineering.com Professional license #: LLS-738 PE-7651

Proposed Project

Please describe the proposed project: Proposed 3 Lot Porkchop Subdivision as described in §275-21.4.M

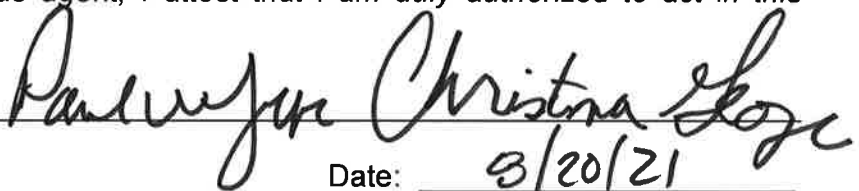
of the Zoning Ordinance. The application for the Subdivision is being submitted concurrently. A CUP is required as outlined in said section.

Please describe the existing conditions: The property is vacant and wooded. There are wetlands with the
remainder being gently rolling uplands.

Submission of application

This application must be signed by the property owner, applicant/developer (if different from property owner), and/or the agent.

I/we hereby submit this Conditional Use application to the City of Rochester Planning Board pursuant to the City of Rochester Zoning Ordinance 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 applicant/developer (if different from property owner)/as agent, I attest that I am duly authorized to act in this capacity.

Signature of property owner: 
Date: 3/20/21

Signature of applicant/developer: _____
Date: _____

Signature of agent: 
Date: 0.23.21

AUTHORIZATION

George Family Trust Subdivision, Justin Lane, Rochester, New Hampshire

We, Paul George & Christina M. George, trustees of the George Family 2019 Revocable Trust, owners of Tax Map 260 Lot 6 in the City of Rochester, hereby authorize representatives of Ambit Engineering, Inc. to represent our interests before land use boards of the City of Rochester and any other State and/or federal agency necessary to obtain permits from for the above referenced property, and to submit any and all applications and materials related thereto on our behalf.

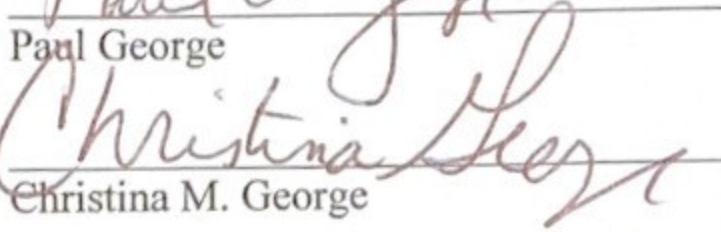
Date:

8/20/21

Date:

8/20/21


Paul George


Christina M. George

Ambit Engineering Abutter List
PAUL GEORGE SUBDIVISION
JUSTIN LANE
ROCHESTER, NH

Job # 3190

Applicant/Owner(s)

Map	Lot	Deed	Owner (s) First/Trust	Owner(s) Last, Trustee	Mailing Address	City	State	Zip
260	6/7	4872/1010	GEORGE FAMILY TUST		51 BLUE HILLS DRIVE	ROCHESTER	NH	03839

Engineer

**Ambit Engineering Civil Engineers & Land
Surveyors**

200 Griffin Road, Unit #3 Portsmouth NH 03801

Other Consultants
Other Consultants
Other Consultants

Job #	3190	Abutters						
Map	Lot	Deed	Owner(s) First/Trust	Owner(s) Last /Trustee	Mailing Address	City	State	Zip
259	86	4808/604	AUSTIN I. PHELPS	ELISABETH H PHELPS	50 BUNKER DRIVE	ROCHESTER	NH	03839
259	87	3438/147	JOHN P. USHER	PAULA C. USHER	31 BUNKER DRIVE	ROCHESTER	NH	03839
259	89		ARTHUR L.	TAYLOR	479 TOVAR DRVE	SAN JOSE	CA	95123
260	5	2791/1	THOMAS BUCHALSKI	LISA BUCHALSKI	40 JUSTIN LANE	ROCHESTER	NH	03839
260	8	4740/942	MARK DUHAMEL	JOAN DUHAMEL	47 BLUE HILLS DRIVE	ROCHESTER	NH	03839
260	20	3717/995	SARAH L. MOON	THOMAS A. MOON	46 BLUE HILLS DRIVE	ROCHESTER	NH	03839
260	22	4530/431	LINDA MARIE	BEAUCHAMP	55 BLUE HILLS DRIVE	ROCHESTER	NH	03839
260	23	4669/623	KELLY M. MESERVE	DAVID MICHAEL BUSLOVICH	39 JUSTIN LANE	ROCHESTER	NH	03839

Transfer Tax: \$ Exempt
LCHIP Fee: \$ 25.00
Recording Fee: \$ 24.50
Return to: Acct. No.: 028655/110843
Devine, Millimet & Branch
Attn: MA/CC
111 Amherst Street
Manchester, NH 03101

QUITCLAIM DEED

Paul W. George and Christina M. George, of 51 Blue Hills Drive, City of Rochester, County of Strafford, State of New Hampshire 03868, for nominal consideration of \$10 or other valuable consideration, which statement of consideration is made pursuant to RSA 78-B, grants to **Paul George and Christina M. George, Trustees of the George Family 2019 Revocable Trust under trust agreement dated February 13, 2019**, having an address of 51 Blue Hills Drive, City of Rochester, County of Strafford, State of New Hampshire 03868, with QUITCLAIM COVENANTS:

All of our right, title and interest in and to the following described premises located in Rochester, County of Strafford, State of New Hampshire, described as follows:

A certain tract or parcel of land situate in Rochester, County of Strafford and State of New Hampshire, located off the Hansonville Road, so-called and depicted as Lot 260/6 on plan entitled "Plan of Land, Blue Hills Drive/Justin Lane, Rochester, N.H. for Van R. Kittredge" dated June 2003 to be recorded herewith said parcel being more particularly described as follows:

Beginning at a point at a barbwire fence line at the easterly corner of the premises herein described, said point being 80.08 feet from a Norway Plains Associates Monument set on the westerly side of Justin Lane, so-called; thence running N 55° 17' 50" E a distance of 118.49 feet along said barbwire fence line and property now or formerly of D & D Grondin Builders, LLC to a 30" white pine; thence continuing N 48° 11' 33" E along said barbwire fence line a distance of 210.88 feet to an 8" white pine; thence continuing N 48° 41' 02" E a distance of 157.94 feet to a 7" maple; thence continuing N 51° 16' 13" E a distance of 127.99 feet to an 18" oak; thence turning and running S 34° 08' 20" E a distance of 258.55 feet to a drill hole found; thence continuing S 34° 08' 20" E along a stonewall for a distance of 471.25 feet to a drill hole found; thence turning and running S 55° 11' 50" W along a stonewall a distance of 151.48 feet to a chiseled "x" found; thence running S 51° 22' 25" W a distance of 461.70 feet to a Norway Plains Associates Monument set a point being the southernmost point of the premises herein described; thence turning and running N 34° 08' 20" W a distance of 708.39 feet to the point of beginning.

Containing 435,743 square feet, or ten (10) acres, more or less.

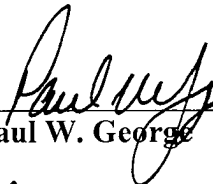
Meaning and intending to describe the same premises convey the same premises conveyed by deed of Mary E. Brown Trustee of the Mary E. Brown Revocable Trust to Christina M. George and Paul W. George, dated January 6, 2006 in Book 3323, Page 761 in the Strafford County Registry of Deeds.

Homestead:

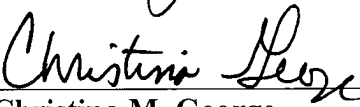
This is not homestead property.

Transfer Tax: This is a noncontractual transfer and is therefore exempt from transfer tax pursuant to RSA 78-B:2,XXII.

Executed this 13th day of February, 2019.




Paul W. George



Christina M. George

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by **Paul W. George**, for the purposes herein intended.

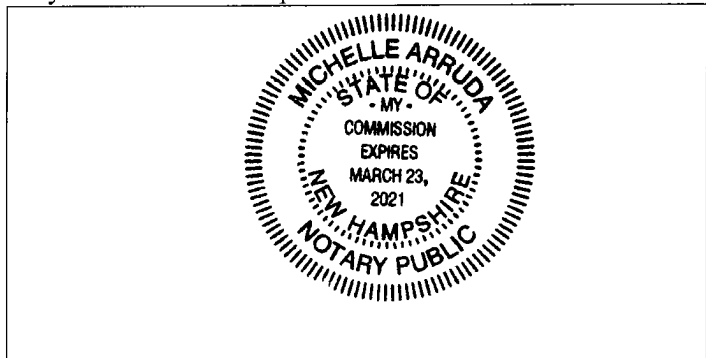


Notary Public / ~~Justice of the Peace~~

Print Name:

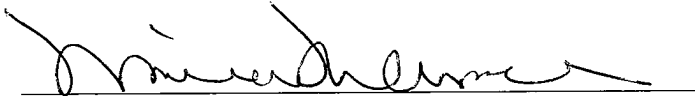
My Commission Expires:

*Affix Seal/
Stamp within
box*



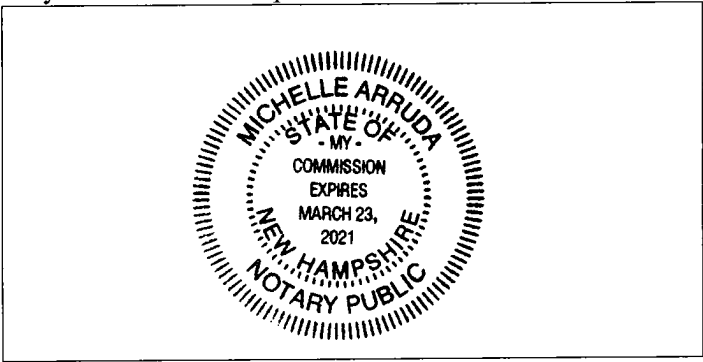
State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by
Christina M. George, for the purposes herein intended.



Notary Public / Justice of the Peace
Print Name:
My Commission Expires:

*Affix Seal/
Stamp within
box*



AMBIT ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

200 Griffin Road, Unit 3, Portsmouth, NH 03801
Phone (603) 430-9282 Fax 436-2315

TECHNICAL REPORT OF WETLAND DELINEATION, CLASSIFICATION & IDENTIFICATION

Ambit Engineering Project No.: 3190 **Date(s) of Delineation:** 5/20/20 **Date of Report:** 5/21/20

Field Delineator: Steven D. Riker

Compiled by: Steven D. Riker

Project Location/Tax Map & Lot: 51 Blue Hills Drive, Rochester, NH. Tax Map 260, Lot 6 & 7

Prepared for: Paul & Christina George, 51 Blue Hills Drive, Rochester, NH 03839.

Site Area Observed: Entirety of both lots.

Site Conditions: Lot with uplands adjacent to freshwater wetlands

Weather/Seasonal Conditions: 60 sunny, late spring conditions.

Site Disturbance: Historic filling around previously developed area.

Wetlands Present: Yes. Property contains freshwater wetlands.

Wetland conditions/atypical situation/problem area: Wetlands are not considered atypical or a problem area.

Hydric Soil Criterion: A11. Field Indicators of Hydric Soils in the United States, Version 8.2, USDA-NRCS, 2018.

Delineation Standards Utilized:

1. *US Army Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1 (Jan 1987). **AND** Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0, January 2012.
2. Field Indicators of Hydric Soils in the United States, Version 8.2, USDA-NRCS, 2018 **AND (for disturbed sites)** *Field Indicators for Identifying Hydric Soils in New England*, Version 4. NEIWPCC Wetlands Work Group (April 2019).
3. *National List of Plant Species That Occur in Wetlands: Northeast (Region 1)*. USFWS (May 1988).

Ambit Engineering, Inc. flagged wetlands present utilizing fluorescent pink flagging tape, labeled alpha-numerically for aid in survey location and identification.

Notes: A1-A60 is a poorly drained palustrine forested broad leaved deciduous wetland system that is seasonally flooded and or saturated (PFO1E). The subject lots were also observed for vernal pools. There are no potential vernal pools on either lots.



**BYLAWS
OF
NAME ROAD ASSOCIATION**

**ARTICLE I
PURPOSE AND SCOPE AND OTHER
INTRODUCTORY PROVISIONS**

1. Purpose. The following By-Laws of NAME Road Association (hereinafter called the Association) shall govern the operation of the Association established for the development known as NAME, 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. Principal Office. 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. Place. 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. Organization. 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 pro tempore who shall be sworn to the faithful discharge of his duties as such secretary pro tempore before entering thereon.

ARTICLE IV BOARD OF DIRECTORS

12. General Powers and Duties. 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. Place Of Meeting. 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. Developer's Control: 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. Vacancies. 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. Compensation. 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. Election; Term of Office; and Qualifications. 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. Removal. 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. Resignations. 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. Vacancies. 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. President. 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. Vice President. 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. Treasurer. 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. Compensation. 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. Fiscal Year. 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. Preparation and Approval of Budget. 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. Reserves. The Board of Directors may build up and maintain an adequate operating reserve as approved by the membership at the annual meeting.

e. Initial Assessment. 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.

35. Payment of Common Expenses. All Owners shall be obligated to pay the 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. Maintenance and Repair. 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. Payment of Assessments. 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. Statements to Prospective Purchasers. 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. Manner of Amendment. 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. Indemnification. 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. Notice to Board. 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. Notice of Unpaid Assessments for Common Expenses. 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. Waiver of Notice. 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. Legal Proceedings. 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. Costs and Attorney's Fees. 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. Interest. 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. Waiver. 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. Captions. 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. Gender, Etc. 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 to include all genders.

58. Interpretation. 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, *Trustee*

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. Expenses; Additional Expenses; Proportionate Share of Costs; Contractor Selection.

a. Expenses. 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. Additional Expenses. 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. Proportionate Share of Costs. 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. Contractor Selection. The Parties agree to cooperate in the selection of the contractors hired to construct and maintain the common driveway and related culverts.

2. Liability. 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. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire.

4. Successors and Assigns. 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 acknowledged before me by Christine George, *Trustee of the George Family 2019 Revocable Trust*.

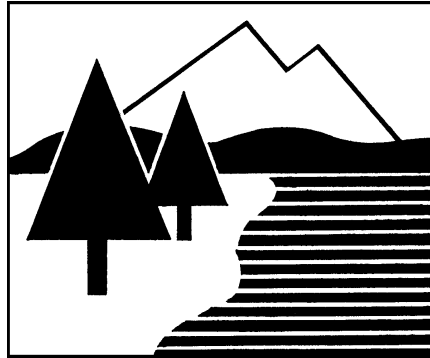
Date

Notary Public/Justice of the Peace:
My Commission Expires:

DRAINAGE ANALYSIS

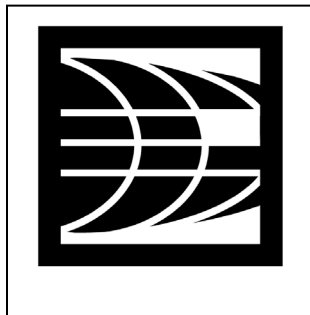
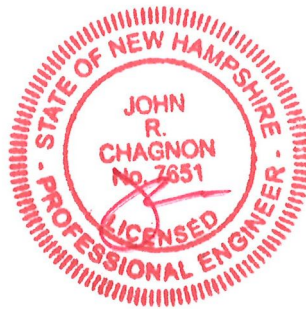
PROPOSED SUBDIVISION

OFF JUSTIN LANE
ROCHESTER, NH



FOR
GEORGE FAMILY 2019
REVOCABLE TRUST

8 OCTOBER 2021



Ambit Engineering, Inc.

Civil Engineers and Land Surveyors
200 Griffin Road, Unit 3
Portsmouth, NH 03801
Phone: 603.430.9282; Fax: 603.436.2315
E-mail: jrc@ambitengineering.com
(Ambit Job Number 3190)

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EXECUTIVE SUMMARY

This drainage analysis examines the pre-development (existing) and post-development (proposed) stormwater drainage patterns for the Proposed Subdivision at the property off Justin Lane in Rochester, NH. The site is shown on the Town of Rochester Assessor's Tax Map 260 as Lot 6. The total size of the drainage area is 788,000 square-feet (18.090 acres). The total size of the lot is 416,534± square-feet (9.562 acres).

The development will provide for a new driveway and lot development, which will be expected to serve 3 residential dwellings in the future. The development has the potential to increase stormwater runoff to adjacent properties, and therefore must be designed in a manner to prevent that occurrence. This will be done primarily by capturing stormwater runoff and routing it through appropriate stormwater facilities, designed to ensure that there will be no increase in peak runoff from the site as a result of this project.

The hydrologic modeling utilized for this analysis uses the "Extreme Precipitation" values for rainfall from The Northeast Regional Climate Center (Cornell University).

INTRODUCTION / PROJECT DESCRIPTION

This drainage report is designed to assist the owner, planning board, contractor, regulatory reviewer, and others in understanding the impact of the proposed development project on local surface water runoff and quality. The project site is shown on the Town of Rochester, NH Assessor's Tax Map 260 as Lot 6. Bounding the site to the west is Justin Lane followed by private residences and a trust. Bounding the site to the north is a private residence. Bounding the site to the east is two private residences. Bounding the site to the south is a trust and a separate trust belonging to the owner, followed by Blue Hills Drive. A vicinity map is included in the Appendix to this report.

The proposed development will include a common driveway. It is intended that this driveway will service several residences in the future. This report makes some concept assumptions as to the future impervious coverage of the proposed lots, as requested by the Town.

This report includes information about the existing site and the proposed building necessary to analyze stormwater runoff and to design any required mitigation. The report includes maps of pre-development and post-development watersheds, subcatchment areas and calculations of runoff. The report will provide a narrative of the stormwater runoff and describe numerically and graphically the surface water runoff patterns for this site.

Proposed stormwater management methods will also be described, as well as erosion and sediment control practices. To fully understand the proposed site development the reader should also review a complete site plan set in addition to this report.

METHODOLOGY

"Extreme Precipitation" values from The Northeast Regional Climate Center (Cornell University) have been used for modeling purposes. These values have been used in this analysis.

This report uses the US Soil Conservation Service (SCS) Method for estimating stormwater runoff. The SCS method is published in The National Engineering Handbook (NEH), Section 4 "Hydrology" and includes the Technical Release No. 20, (TR-20) "Computer Program for

Project Formulation Hydrology", and Technical Release No. 55 (TR-55) "Urban Hydrology for Small Watersheds" methods. This report uses the HydroCAD version 10.0 program, written by HydroCAD Software Solutions LLC, Chocorua, N.H., to apply these methods for the calculation of runoff and for pond modeling. Rainfall data and runoff curve numbers are taken from "The Stormwater Management and Erosion Control Handbook for Urban and Developing Areas in New Hampshire."

Time of Concentration (Tc) is calculated by entering measured flow path data such as flow path type, length, slope and surface characteristics into the HydroCAD program. For the purposes of this report, a minimum time of concentration of 5 minutes is used.

The storm events used for the calculations in this report are the 2-year, 10-year, and 25-year (24-hour) storms. Watershed basin boundaries have been delineated using topographic maps prepared by Ambit Engineering and field observations to confirm.

SITE SPECIFIC INFORMATION

Based on the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), Soil Survey of Rockingham County, New Hampshire the site is made up of two soil types:

Soil Symbol	Soil Name and Slopes
CsB	Charlton fine sandy loam, 3 to 8 percent slopes, very stony
HdB	Hollis-Charlton very rocky fine sandy loams, 3 to 8 percent slopes
LrA	Leicester-Ridgebury fine sandy loams, 0 to 3 percent slopes, very stony

All proposed site development takes place on two soil types:

Charlton fine sandy loam has a hydrological soil group rating of B, with depths to the restrictive feature and water table of greater than 80 inches.

Leicester-Ridgebury fine sandy loams has a hydrological soil group rating of B/D, but for the purposes of analysis it was assumed to be a rating of D, due to its proximity to local wetlands. The depth to the restrictive feature is greater than 80 inches, and the depth to the water table is 0 to 6 inches.

A copy of the custom soil survey for this project site is included in the Appendix to this report.

The physical characteristics of the site consist of flat (0-3%) to gently sloped (3-8%) grades that generally slope from the west and south of the site to the north and east. Elevations on the site range from 234 to 260 feet above sea level. Several soil test pits were done near the proposed infiltration basin and were determined to have a percolation rate of 8-10 minutes per inch. The soil survey and test pit data (Test Pit #1 and #2) will be available in the Appendix.

The existing site is undeveloped and consists of forested area and wetlands. Some of the contributing areas to the site contain roads and private residences.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) number 33017C0195D (effective date May 17, 2005), the project site is located in Zone X and is determined to be outside of the 0.2% annual chance floodplain. A copy of the FIRM map is included in the Appendix.

PRE-DEVELOPMENT DRAINAGE

In the pre-development condition, the site has been analyzed as five subcatchment basins (E1, E1a, E1b, E2, and E3) based on localized topography and discharge location.

Subcatchment E1 contains the majority of the lot, including most of the wetlands, and drains to the east edge of the lot. Subcatchments E1a and E1b were subdivided from subcatchment E1 to represent the contributing area to the potential location for culverts in the proposed section. Subcatchment E2 contains the north section of the lot, and drains to the north. Subcatchment E3 contains the west edge of the lot and drains to the west edge of the lot as sheet flow. Subcatchments E1, E1a, and E1b flow to discharge point DP1.

Subcatchment E2 flows to discharge point DP2. Subcatchment E3 flows to DP3.

Table 1: Pre-Development Watershed Basin Summary

Watershed Basin ID	Basin Area (SF)	Tc (MIN)	CN	10-Year Runoff (CFS)	25-Year Runoff (CFS)	To Design Point
E1	531,144	14.1	83	45.42	62.62	DP1
E1a	65,446	20.2	60	1.54	2.80	DP1
E1b	20,031	16.4	60	0.54	0.97	DP1
E2	108,182	12.0	58	2.96	5.52	DP2
E3	63,210	8.0	56	1.76	3.39	DP3

POST-DEVELOPMENT DRAINAGE

The proposed development has been designed to match the pre-development drainage patterns to the greatest extent feasible. In the post-development condition, the site has been analyzed as five major subcatchment basins, (P1, P1a, P1b, P2, and P3). The delineation of subcatchments P1, P1a, P1b, P2, and P3 approximately match to subcatchments E1, E1a, E1b, E2, and E3 respectively. Subcatchment P1 has a section of road which is expected to be treated by an adjacent buffer. Subcatchment P1a flows to a rain garden treatment system before being diverted through a culvert under the proposed road. Subcatchment P1b flows through a culvert beneath the proposed road. Subcatchments P1, P1a, and P1b flow to discharge point DP1. Subcatchment P2 flows to discharge point DP2. Subcatchment P3 flows to DP3.

Table 2: Post-Development Watershed Basin Summary

Watershed Basin ID	Basin Area (SF)	Tc (MIN)	CN	10-Year Runoff (CFS)	25-Year Runoff (CFS)	Design Point
P1	531,144	14.1	83	45.42	62.62	DP1
P1a	65,446	19.2	62	1.84	3.20	DP1
P1b	20,031	14.4	65	0.80	1.32	DP1
P2	108,182	12.0	58	2.96	5.52	DP2
P3	63,210	8.0	56	1.76	3.39	DP3

The overall impervious coverage of the area analyzed in this report for all basins **increases** from 0.872 acres (4.82%) in the pre-development condition to 1.266 acres (7.00%) in the post-development condition. Since the site represents an increase in impervious area, the project proposes the construction of a rain garden (bioretention) to reduce the peak flow discharge from the site.

Table 3 shows a summary of the comparison between pre-developed flows and post-developed flows for each design point. The comparison considers the reduced flows as a result of infiltration at the rain garden.

Table 3: Pre-Development to Post-Development Comparison

	Q2 (CFS)		Q10 (CFS)		Q25 (CFS)		
Design Point	Pre	Post	Pre	Post	Pre	Post	Description
DP1	24.60	24.60	47.09	46.32	65.80	64.61	E edge of lot
DP2	0.55	0.55	2.96	2.96	5.52	5.52	N edge of lot
DP3	0.25	0.25	1.76	1.76	3.39	3.39	NE edge of lot

Note that all post-development peak discharges are either equivalent or less than the existing peak discharges.

OFFSITE INFRASTRUCTURE CAPACITY

There is no Town infrastructure utilized in this project in regard to storm drainage. All retention and routing to the final destination of the stormwater is done on-site, therefore no impact to city infrastructure is anticipated.

EROSION AND SEDIMENT CONTROL PRACTICES

The erosion potential for this site as it exists is moderate due to the presence of gravel areas that are highly erodible. During construction, the major potential for erosion is wind and stormwater runoff. The contractor will be required to inspect and maintain all necessary erosion control measures, as well as installing any additional measures as required. All erosion control practices shall conform to “The Stormwater Management and Erosion Control Handbook for Urban and Developing Areas in New Hampshire.” Some examples of erosion and sediment control measures to be utilized for this project during construction may include:

- Silt Soxx (or approved alternative) located at the toe of disturbed slopes
- Stabilized construction entrance at access point to the site
- Temporary mulching and seeding for disturbed areas
- Spraying water over disturbed areas to minimize wind erosion

After construction, permanent stabilization will be accomplished by permanent seeding, landscaping, and surfacing the access drives and parking areas with asphalt paving and other areas with concrete walkways.

CONCLUSION

The proposed development has been designed to match the pre-development drainage patterns to the greatest extent feasible. With the design of the rain garden (bioretention pond), the post-development runoff rates are equal to or reduced to be below the pre-development runoff rates. Erosion and sediment control practices will be implemented for both the temporary condition during construction and for final stabilization after construction. Therefore, there are no negative impacts to downstream receptors or adjacent properties anticipated as a result of this project. Separate Lot analysis for each lot may be required at the time of the Building Permit Application.

REFERENCES

1. Comprehensive Environmental Inc. and New Hampshire Department of Environmental Services. *New Hampshire Stormwater Manual (Volumes 1, 2 and 3)*, December 2008 (Revision 1.0).
2. Minnick, E.L. and H.T. Marshall. *Stormwater Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire*, prepared by Rockingham County Conservation District, prepared for New Hampshire Department of Environmental Services, in cooperation with USDA Soil Conservation Service, August 1992.
3. HydroCAD Software Solution, LLC. *HydroCAD Stormwater Modeling System Version 10.0* copyright 2013.

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

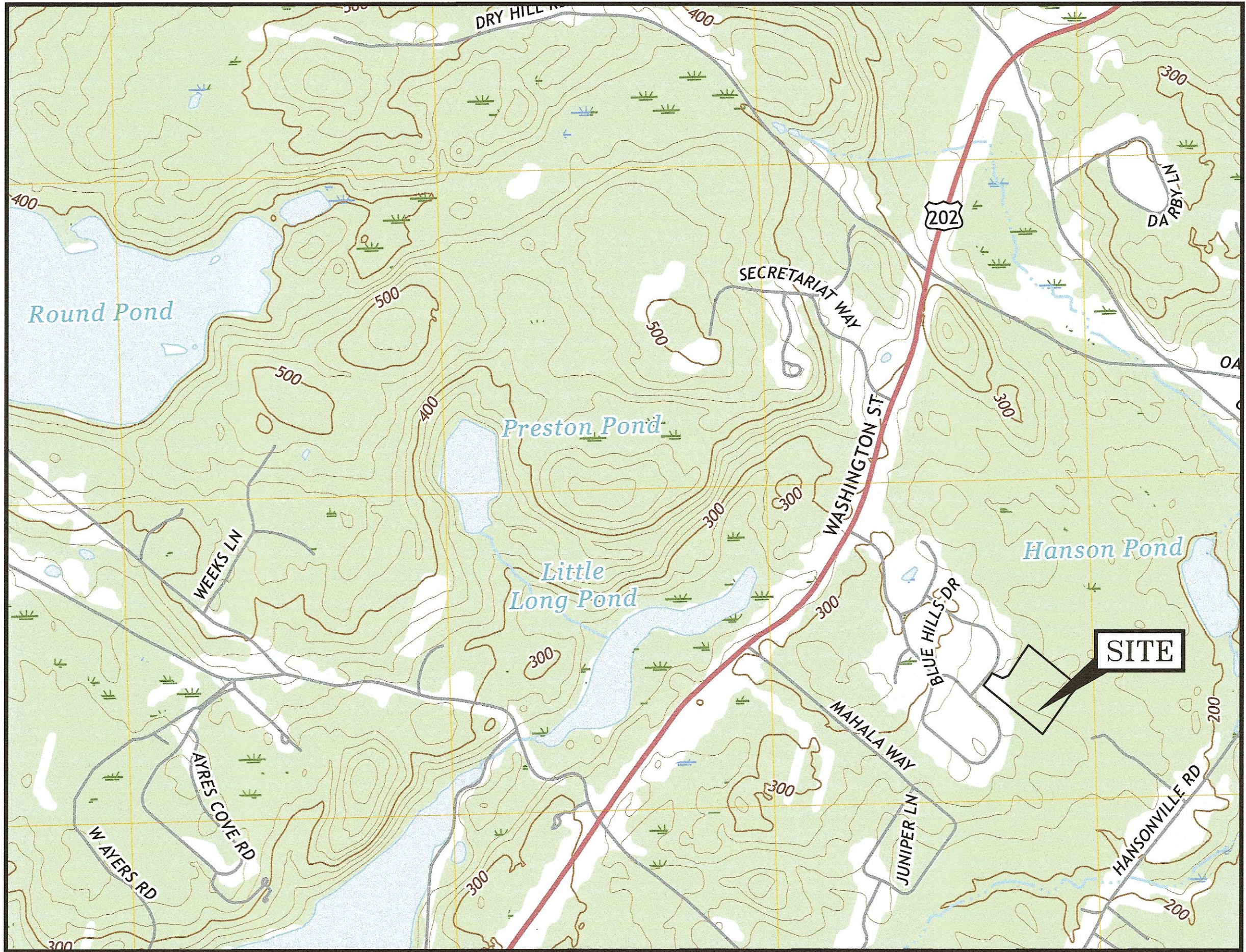
**CIVIL ENGINEER, LAND SURVEYOR
& WETLAND SCIENTIST:**
AMBIT ENGINEERING, INC.
200 GRIFFIN ROAD, UNIT 3
PORTSMOUTH, N.H. 03801-7114
Tel (603) 430-9282
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MIKE COLLINS
334B CALEF HIGHWAY
EPPING, N.H. 03042
Tel. (603) 679-5695
Ext. 1037



SCALE: 1" = 1000'

INDEX OF SHEETS

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| C3 | DRIVEWAY PLAN & PROFILE |
| D1 | DETAILS |
| D2 | DETAILS AND TEST PIT DATA |
| D3 | DRAINAGE DETAILS |



LEGEND:

N/F	NOW OR FORMERLY	
RP	RECORD OF PROBATE	
SCRD	STRAFFORD COUNTY	
	REGISTRY OF DEEDS	
	MAP 11/LOT 21	
	IRON ROD FOUND	
	IRON PIPE FOUND	
	IRON ROD SET	
	DRILL HOLE FOUND	
	DRILL HOLE SET	
	GRANITE BOUND w/IRON ROD FOUND	
<hr/>		
<u>EXISTING</u>	<u>PROPOSED</u>	
		FORCE MAIN
		SEWER PIPE
		SEWER LATERAL
		GAS LINE
		STORM DRAIN
		FOUNDATION DRAIN
		WATER LINE
		FIRE SERVICE LINE
		UNDERGROUND ELECTRIC SUPPLY
		UNDERGROUND ELECTRIC SERVICE
		OVERHEAD ELECTRIC WIRES
		RETAINING WALL
		EROSION SILT/SOXX
		EDGE OF PAVEMENT (EP)
		CONTOUR
		SPOT ELEVATION
		UTILITY POLE
		ELECTRIC METER
		TRANSFORMER ON CONCRETE PAD
		WATER SHUT OFF/CURB STOP
		PIPE CLEANOUT
		GATE VALVE
		HYDRANT
		CATCH BASIN
		SEWER MANHOLE
		DRAIN MANHOLE
		WATER METER MANHOLE
		TEST BORING
		TEST PIT
		LANDSCAPED AREA
		CAST IRON PIPE
		COPPER PIPE
		CORRUGATED METAL PIPE
		DUCTILE IRON PIPE
		POLYVINYL CHLORIDE PIPE
		REINFORCED CONCRETE PIPE
		HYDRANT
		CENTERLINE
		EDGE OF PAVEMENT
		ELEVATION
		FINISHED FLOOR
		INVERT
		TEMPORARY BENCH MARK
		TYPICAL

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

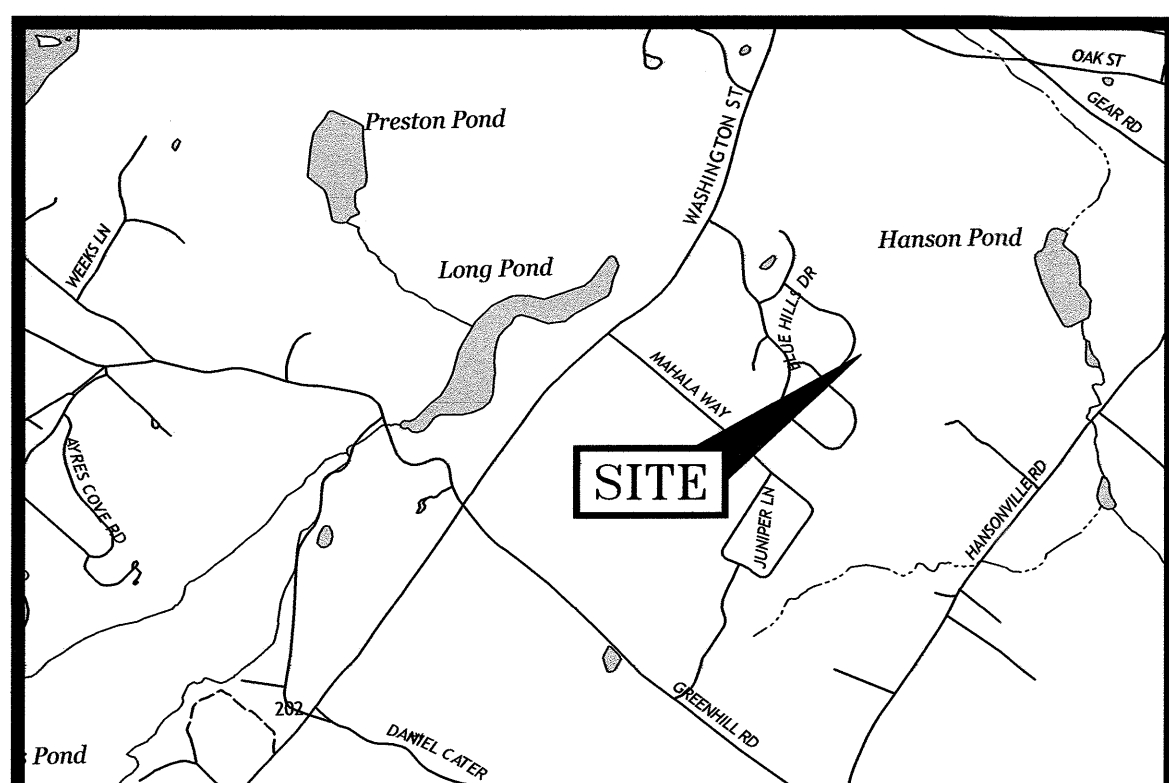


AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
200 Griffin Road - Unit 3
Portsmouth, N.H. 03801-7114
Tel (603) 430-9282
Fax (603) 436-2315

PLAN SET SUBMITTAL DATE: 8 OCTOBER 2021

APPROVED BY THE ROCHESTER PLANNING BOARD ON <DATE>

SIGNED BY _____ POSITION _____
NAME



LOCATION MAP

SCALE 1"=2,000'

LEGEND:

- N/F
RP
SCRD
- BOUNDARY LINE
BOUNDARY LINE TO BE ABANDONED
PROPOSED BOUNDARY LINE
CITY OF ROCHESTER 50' WETLAND BUFFER LINE
IRON ROD/PIPE FOUND
DRILL HOLE FOUND
STONE/CONCRETE BOUND FOUND
IRON ROD SET
DRILL HOLE SET
GRANITE BOUND SET
EDGE OF PAVEMENT (EP)
WOODS / TREE LINE
UTILITY POLE (w/ GUY)
METER (GAS, WATER, ELECTRIC)
TYP.
LSA
- NOW OR FORMERLY
RECORD OF PROBATE
STRAFFORD COUNTY REGISTRY OF DEEDS
MAP 11 / LOT 21
BOUNDARY LINE
BOUNDARY LINE TO BE ABANDONED
PROPOSED BOUNDARY LINE
CITY OF ROCHESTER 50' WETLAND BUFFER LINE
IRON ROD/PIPE FOUND
DRILL HOLE FOUND
STONE/CONCRETE BOUND FOUND
IRON ROD SET
DRILL HOLE SET
GRANITE BOUND SET
EDGE OF PAVEMENT (EP)
WOODS / TREE LINE
UTILITY POLE (w/ GUY)
METER (GAS, WATER, ELECTRIC)
TYPICAL
LANDSCAPED AREA

WETLAND NOTES:

- 1) WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 7/17/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
- A) U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, TECHNICAL REPORT Y-87-1 (JAN. 1987), AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
- B) FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEWPCC WETLANDS WORK GROUP (2019).
- C) NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
- D) CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFW MANUAL FWS/OBS-79/31 (1997).
- E) "IDENTIFICATION AND DOCUMENTATION OF VERNAL POOLS IN NEW HAMPSHIRE" (1997). NEW HAMPSHIRE FISH AND GAME DEPARTMENT.
- 2) WETLAND FLAGS WERE FIELD LOCATED BY AMBIT ENGINEERING, INC.

SUBDIVISION APPROVAL:

WHETHER OR NOT OTHERWISE EXPRESSLY RECITED ON THE SUBDIVISION PLAN, THE SUBDIVISION APPROVAL GRANTED IS CONDITIONED ON FAITHFUL AND DILIGENT ADHERENCE BY THE OWNERS OF ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THE CITY OF ROCHESTER LAND SUBDIVISION REGULATIONS AS AMENDED OR AS MAY LATER BE AMENDED, IN EFFECT ON THE DATE OF APPROVAL, UNLESS OR EXCEPT INsofar AS EXPRESSLY WAIVED, IN ANY PARTICULAR, BELOW, NON-ADHERENCE MAY RESULT IN A REVOCATION OF APPROVAL. ANY VARIATION FROM THE APPROVED PLAN WILL REQUIRE A RESUBMISSION FOR SUBDIVISION APPROVAL.

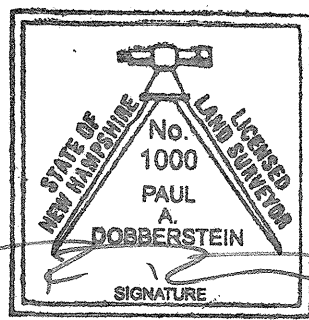
APPROVED BY THE ROCHESTER PLANNING BOARD ON <DATE>

SIGNED BY _____ POSITION _____

"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."

PAUL A DOBBERSTEIN, LLS

DATE



LENGTH TABLE

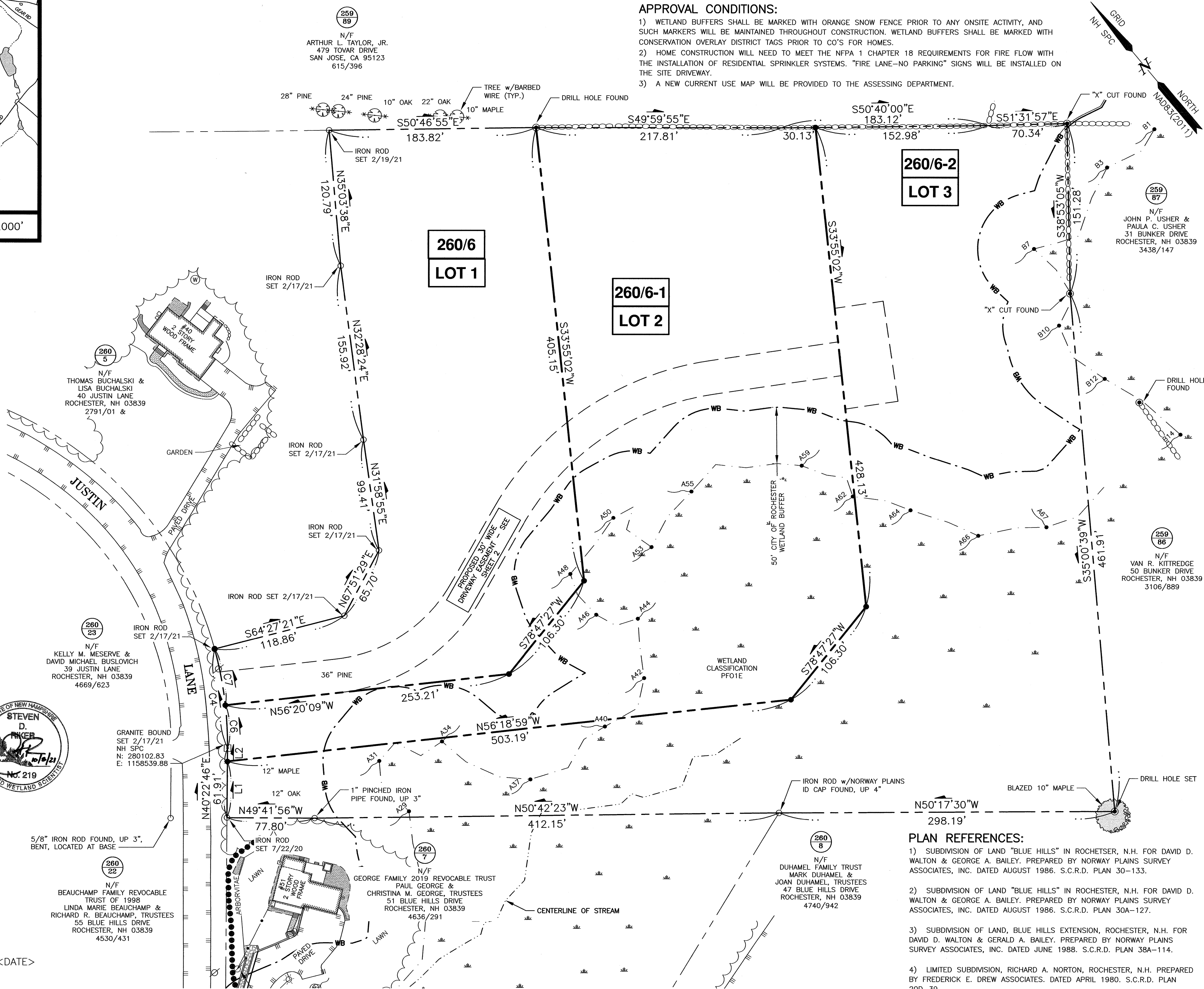
LINE	BEARING	DISTANCE
L1	N40°22'46"E	50.00'
L2	N40°22'46"E	11.91'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	325.00'	89.09'	88.81'	N32°31'35"E	15°42'22"
C6	325.00'	38.09'	38.07'	N37°01'18"E	6°42'54"
C7	325.00'	51.00'	50.95'	N29°10'07"E	8°59'28"

APPROVAL CONDITIONS:

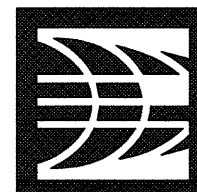
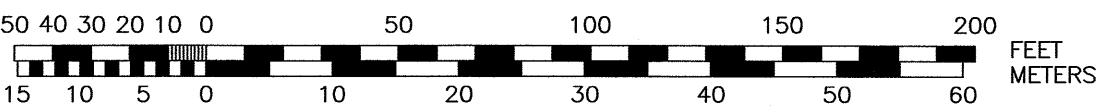
- 1) WETLAND BUFFERS SHALL BE MARKED WITH ORANGE SNOW FENCE PRIOR TO ANY ONSITE ACTIVITY, AND SUCH MARKERS WILL BE MAINTAINED THROUGHOUT CONSTRUCTION. WETLAND BUFFERS SHALL BE MARKED WITH CONSERVATION OVERLAY DISTRICT TAGS PRIOR TO CO'S FOR HOMES.
- 2) HOME CONSTRUCTION WILL NEED TO MEET THE NFPA 1 CHAPTER 18 REQUIREMENTS FOR FIRE FLOW WITH THE INSTALLATION OF RESIDENTIAL SPRINKLER SYSTEMS. "FIRE LANE-NO PARKING" SIGNS WILL BE INSTALLED ON THE SITE DRIVEWAY.
- 3) A NEW CURRENT USE MAP WILL BE PROVIDED TO THE ASSESSING DEPARTMENT.



PLAN REFERENCES:

- 1) SUBDIVISION OF LAND "BLUE HILLS" IN ROCHESTER, N.H. FOR DAVID D. WALTON & GEORGE A. BAILEY. PREPARED BY NORWAY PLAINS SURVEY ASSOCIATES, INC. DATED AUGUST 1986. S.C.R.D. PLAN 30-133.
- 2) SUBDIVISION OF LAND "BLUE HILLS" IN ROCHESTER, N.H. FOR DAVID D. WALTON & GEORGE A. BAILEY. PREPARED BY NORWAY PLAINS SURVEY ASSOCIATES, INC. DATED AUGUST 1986. S.C.R.D. PLAN 30A-127.
- 3) SUBDIVISION OF LAND, BLUE HILLS EXTENSION, ROCHESTER, N.H. FOR DAVID D. WALTON & GEORGE A. BAILEY. PREPARED BY NORWAY PLAINS SURVEY ASSOCIATES, INC. DATED JUNE 1988. S.C.R.D. PLAN 38A-114.
- 4) LIMITED SUBDIVISION, RICHARD A. NORTON, ROCHESTER, N.H. PREPARED BY FREDERICK E. DREW ASSOCIATES. DATED APRIL 1980. S.C.R.D. PLAN 20D-39.
- 5) LOT LINE REVISION PLAN BETWEEN TAX MAP 260 - LOTS 5 & 6, OWNER TAX MAP 260 - LOT 5 THOMAS BUCHALSKI & LISA BUCHALSKI, OWNER TAX MAP 260 - LOT 6 GEORGE FAMILY 2019 REVOCABLE TRUST, PROPERTIES LOCATED AT 40 JUST LANE & OFF BLUE HILLS DRIVE, CITY OF ROCHESTER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. PREPARED BY AMBIT ENGINEERING, INC. DATE OCTOBER 2020, FINAL REVISION DATE MARCH 22, 2021. S.C.R.D. PLAN #12412.

GRAPHIC SCALE



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

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
4636/288 & XXX
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33017C0195D. EFFECTIVE DATE MAY 17, 2005.
- 4) EXISTING & PROPOSED LOT AREAS:
EXISTING AREA
416,534 S.F., 9.56 ACRES
EXISTING FRONTAGE
151.00 FEET
PROPOSED LOT 1
PROPOSED AREA
96,295 S.F., 2.21 ACRES
PROPOSED FRONTAGE
51.00 FEET
PROPOSED LOT 2
PROPOSED AREA
143,781 S.F., 3.30 ACRES
PROPOSED FRONTAGE
50.00 FEET
PROPOSED LOT 3
PROPOSED AREA
176,459 S.F., 4.05 ACRES
PROPOSED FRONTAGE
50.00 FEET
- 5) PARCELS ARE 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 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 NAD83(2011). BASIS OF HORIZONTAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS.
- 9) SEE SHEET 2 OF 2 FOR EASEMENT METES & BOUNDS.

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

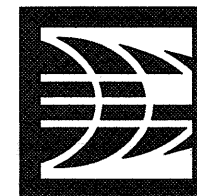
REVISIONS	
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SUBDIVISION PLAN
TAX MAP 260 - LOT 6
OWNER:
GEORGE FAMILY
2019 REVOCABLE TRUST
PROPERTY LOCATED ON
JUSTIN LANE
CITY OF ROCHESTER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

SCALE 1"=50' SHEET 1 OF 2 AUGUST 2021

FB 335 PG 34

3190



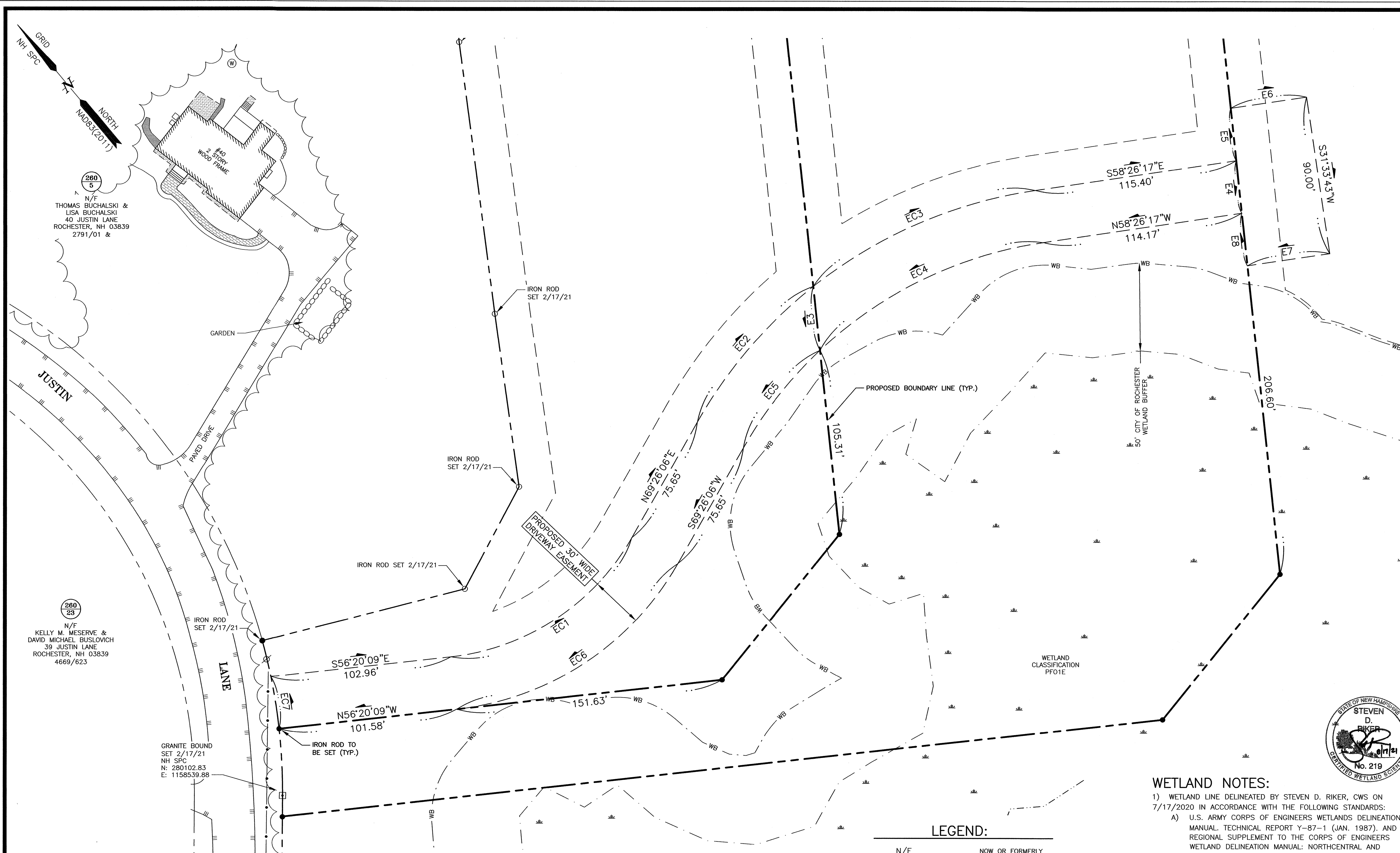
AMBIT ENGINEERING, INC.

Civil Engineers & Land Surveyors

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

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
4636/288
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33017C0195D. EFFECTIVE DATE MAY 17, 2005.
- 4) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED DRIVEWAY EASEMENT ASSOCIATED WITH A 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.
- 5) HORIZONTAL DATUM IS NAD83(2011). BASIS OF HORIZONTAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS.



EASEMENT CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EC1	135.00'	127.77'	123.06'	S83°27'01"E	54°13'45"
EC2	265.00'	101.93'	101.30'	N80°27'15"E	22°02'18"
EC3	265.00'	139.16'	137.57'	S73°28'56"E	30°05'20"
EC4	235.00'	143.02'	140.83'	N75°52'24"W	34°52'15"
EC5	235.00'	70.78'	70.51'	S78°03'47"W	17°15'22"
EC6	165.00'	156.17'	150.40'	N83°27'01"W	54°13'45"
EC7	325.00'	30.04'	30.03'	N31°00'58"E	5°17'47"

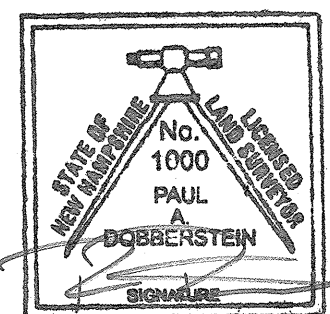
EASEMENT LENGTH TABLE

LINE	BEARING	DISTANCE
E1	N58°02'21"W	30.00'
E2	N58°26'17"W	26.53'
E3	S33°55'02"W	36.52'
E4	S33°55'02"W	30.03'
E5	N33°55'02"E	30.03'
E6	S58°26'17"E	43.56'
E7	N58°26'17"E	47.26'
E8	N33°55'02"E	30.03'

SUBDIVISION APPROVAL:

WHETHER OR NOT OTHERWISE EXPRESSLY RECITED ON THE SUBDIVISION PLAN, THE SUBDIVISION APPROVAL GRANTED IS CONDITIONED ON FAITHFUL AND DILIGENT ADHERENCE BY THE OWNERS OF ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THE CITY OF ROCHESTER LAND SUBDIVISION REGULATIONS AS AMENDED OR AS MAY LATER BE AMENDED, IN EFFECT ON THE DATE OF APPROVAL, UNLESS OR EXCEPT INsofar AS EXPRESSLY WAIVED, IN ANY PARTICULAR, BELOW, NON-ADHERENCE MAY RESULT IN A REVOCATION OF APPROVAL. ANY VARIATION FROM THE APPROVED PLAN WILL REQUIRE A RESUBMISSION FOR SUBDIVISION APPROVAL.

"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."



PAUL A. DOBBERSTEIN, LLS

DATE 8/17/2021

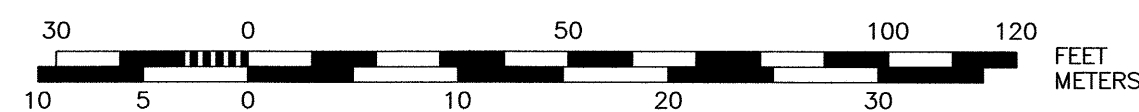
LEGEND:

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
SCRD	STRAFFORD COUNTY REGISTRY OF DEEDS
MAP 11 / LOT 21	
BOUNDARY LINE	
BOUNDARY LINE TO BE ABANDONED	
PROPOSED BOUNDARY LINE	
CITY OF ROCHESTER 50' WETLAND BUFFER LINE	
IRON ROD/PIPE FOUND	
DRILL HOLE FOUND	
STONE/CONCRETE BOUND FOUND	
IRON ROD SET	
DRILL HOLE SET	
GRANITE BOUND SET	
EDGE OF PAVEMENT (EP)	
WOODS / TREE LINE	
UTILITY POLE (w/ GUY)	
METER (GAS, WATER, ELECTRIC)	
TYPICAL LANDSCAPED AREA	
TYP. LSA	

WETLAND NOTES:

- 1) WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 7/17/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - A) U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL. TECHNICAL REPORT Y-87-1 (JAN. 1987). AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHEAST AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
 - B) FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEWPCC WETLANDS WORK GROUP (2019).
 - C) NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
 - D) CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFW MANUAL FWS/OBS-79/31 (1997).
 - E) "IDENTIFICATION AND DOCUMENTATION OF VERNAL POOLS IN NEW HAMPSHIRE" (1997). NEW HAMPSHIRE FISH AND GAME DEPARTMENT.
- 2) WETLAND FLAGS WERE FIELD LOCATED BY AMBIT ENGINEERING, INC.

GRAPHIC SCALE



APPROVED BY THE ROCHESTER PLANNING BOARD ON <DATE>

SIGNED BY _____ NAME _____ POSITION _____

**DRIVEWAY EASEMENT PLAN
TAX MAP 260 - LOT 6**

OWNER:
**GEORGE FAMILY
2019 REVOCABLE TRUST**
PROPERTY LOCATED ON
JUSTIN LANE
CITY OF ROCHESTER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

SCALE 1"=30' SHEET 2 OF 2 AUGUST 2021

FB 335 PG 34

3190

LEGEND:

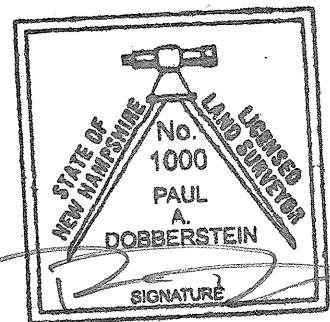
N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
SCRD	STRAFFORD COUNTY REGISTRY OF DEEDS
11/21	MAP 11 / LOT 21
BOUNDARY	
SETBACK	
RAILROAD SPIKE FOUND	
IRON ROD/PIPE FOUND	
DRILL HOLE FOUND	
STONE/CONCRETE BOUND FOUND	
RAILROAD SPIKE SET	
IRON ROD SET	
DRILL HOLE SET	
GRANITE BOUND SET	
EDGE OF PAVEMENT (EP)	
WOODS / TREE LINE	
UTILITY POLE (w/ GUY)	
METER (GAS, WATER, ELECTRIC)	
TYP.	TYPICAL
LSA	LANDSCAPED AREA

WETLAND NOTES:

1) WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 7/17/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, TECHNICAL REPORT Y-87-1 (JAN. 1987). AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
- FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEIWPCC WETLANDS WORK GROUP (2019).
- NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
- CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFWS MANUAL FWS/OBS-79/31 (1997).
- "IDENTIFICATION AND DOCUMENTATION OF VERNAL POOLS IN NEW HAMPSHIRE" (1997). NEW HAMPSHIRE FISH AND GAME DEPARTMENT.

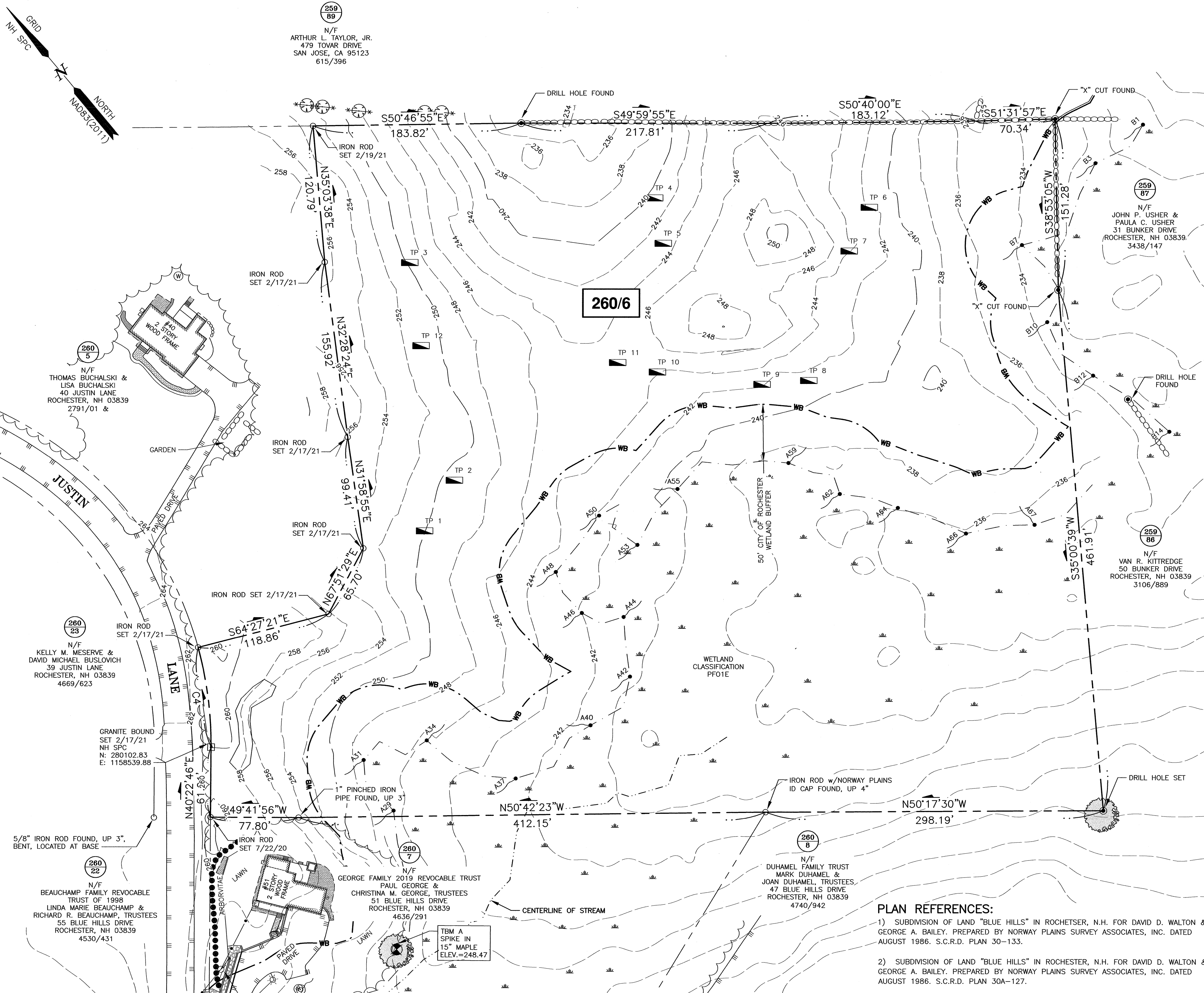
2) WETLAND FLAGS WERE FIELD LOCATED BY AMBIT ENGINEERING, INC.



"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."

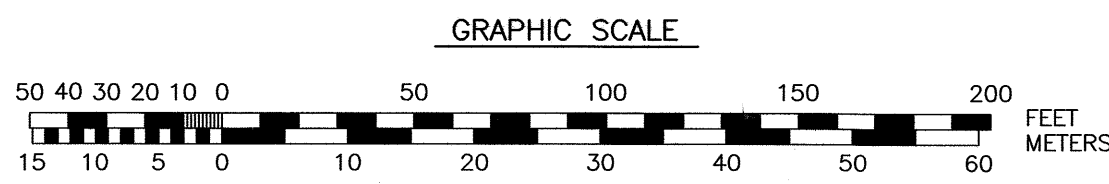
PAUL A DOBBERSTEIN, LLS

DATE



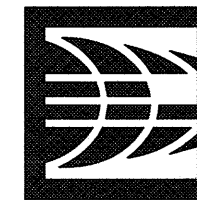
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	90.51'	90.17'	N40°58'38"W	17°17'10"
C2	25.00'	39.27'	35.36'	S04°37'14"E	89°59'58"
C3	325.00'	455.78'	419.34'	N00°12'14"E	80°21'04"
C4	325.00'	89.09'	88.81'	N32°31'35"E	15°42'22"
C5	325.00'	366.69'	347.54'	N07°38'57"W	64°38'42"



PLAN REFERENCES:

- SUBDIVISION OF LAND "BLUE HILLS" IN ROCHESTER, N.H. FOR DAVID D. WALTON & GEORGE A. BAILEY. PREPARED BY NORWAY PLAINS SURVEY ASSOCIATES, INC. DATED AUGUST 1986. S.C.R.D. PLAN 30-133.
- SUBDIVISION OF LAND "BLUE HILLS" IN ROCHESTER, N.H. FOR DAVID D. WALTON & GEORGE A. BAILEY. PREPARED BY NORWAY PLAINS SURVEY ASSOCIATES, INC. DATED AUGUST 1986. S.C.R.D. PLAN 30A-127.
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- LIMITED SUBDIVISION, RICHARD A. NORTON, ROCHESTER, N.H. PREPARED BY FREDERICK E. DREW ASSOCIATES. DATED APRIL 1980. S.C.R.D. PLAN 20D-39.
- LOT LINE REVISION PLAN BETWEEN TAX MAP 260 - LOTS 5 & 6, OWNER TAX MAP 260 - LOT 5 THOMAS BUCHALSKI & LISA BUCHALSKI, OWNER TAX MAP 260 - LOT 6 GEORGE FAMILY 2019 REVOCABLE TRUST, PROPERTIES LOCATED AT 40 JUSTIN LANE & OFF BLUE HILLS DRIVE, CITY OF ROCHESTER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. PREPARED BY AMBIT ENGINEERING, INC. DATE OCTOBER 2020, FINAL REVISION DATE MARCH 22, 2021. S.C.R.D. PLAN #12412.



AMBIT ENGINEERING, INC.

Civil Engineers & Land Surveyors

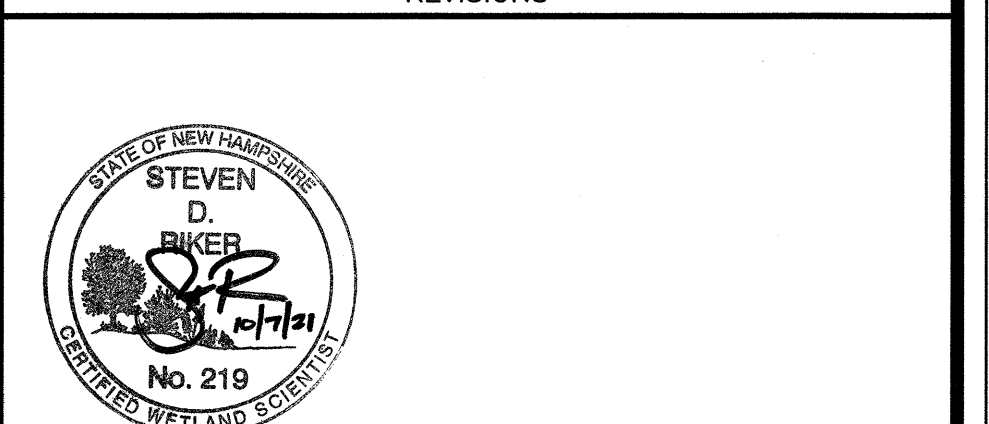
200 Griffin Road - Unit 3
Portsmouth, N.H. 03801-7114
Tel (603) 430-9282
Fax (603) 436-2315

NOTES:

- PARCEL IS SHOWN ON THE CITY OF ROCHESTER ASSESSOR'S MAP 260 AS LOT 6.
- 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.
- EXISTING LOT AREA:
416,534 S.F.
9.56 ACRES
- PARCEL IS LOCATED IN THE AGRICULTURAL ZONING DISTRICT.
- 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%
- THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS ON ASSESSOR'S MAP 260 LOT 6 IN THE CITY OF ROCHESTER.
- VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (0.2'±).
- CONTOURS SHOWN HEREON ARE DERIVED FROM FIELD MEASUREMENTS.
- SEE SHEET D1 FOR TEST PIT LOGS.

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

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



SCALE 1"=50'

AUGUST 2021

EXISTING CONDITIONS
PLAN

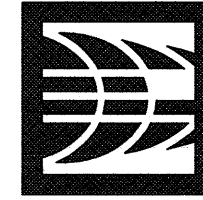
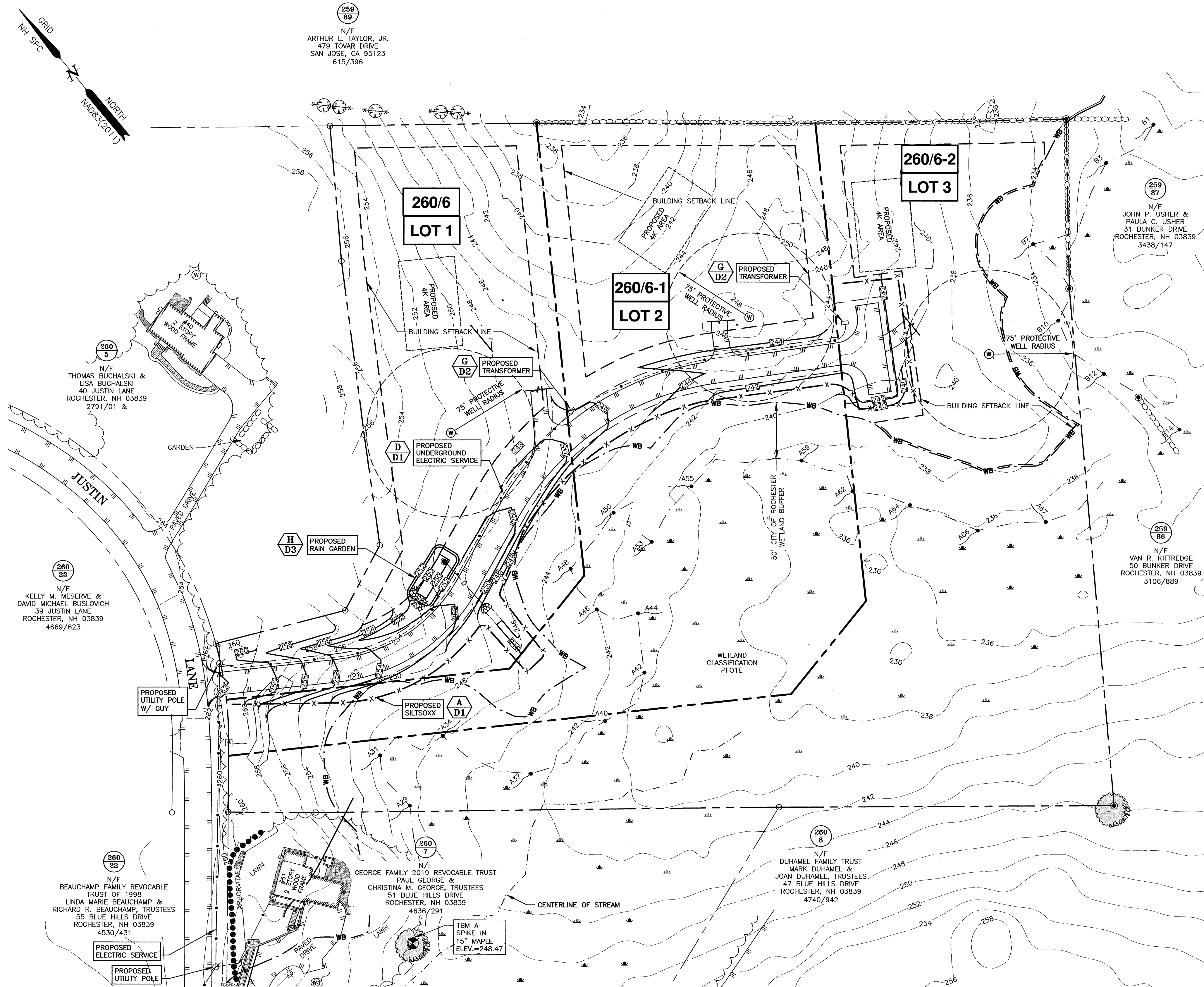
C1

LEGEND:

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
SCRD	STRAFFORD COUNTY REGISTRY OF DEEDS
11 21	MAP 11 / LOT 21
---	BOUNDARY
- - -	SETBACK
○	RAILROAD SPIKE FOUND
●	IRON ROD/PIPE FOUND
○	DRILL HOLE FOUND
□	STONE/CONCRETE BOUND FOUND
○	RAILROAD SPIKE SET
○	IRON ROD SET
○	DRILL HOLE SET
○	GRANITE BOUND SET
○	EDGE OF PAVEMENT (EP)
○	WOODS / TREE LINE
○	UTILITY POLE (w/ GUY)
○	METER (GAS, WATER, ELECTRIC)
TYP.	TYPICAL
LSA	LANDSCAPED AREA

WETLAND NOTES:

- WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 7/17/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL. TECHNICAL REPORT Y-87-1 (JAN. 1987). AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
 - FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEIWPCC WETLANDS WORK GROUP (2019).
 - NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
 - CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFW MANUAL FWS/OBS-79/31 (1997).
 - "IDENTIFICATION AND DOCUMENTATION OF VERNAL POOLS IN NEW HAMPSHIRE" (1997). NEW HAMPSHIRE FISH AND GAME DEPARTMENT.
- WETLAND FLAGS WERE FIELD LOCATED BY AMBIT ENGINEERING, INC.



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

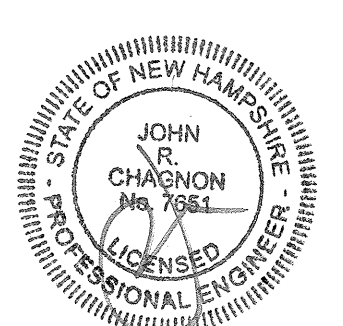
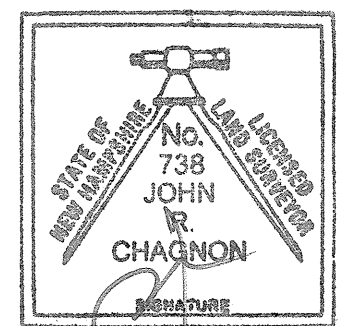
NOTES:

- PARCEL IS SHOWN ON THE CITY OF ROCHESTER ASSESSOR'S MAP 260 AS LOT 6.
- 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.
- EXISTING LOT AREA:
416,534 S.F.
9.56 ACRES
- PARCEL IS LOCATED IN THE AGRICULTURAL ZONING DISTRICT.
- 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%
- THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED LOT TOPOGRAPHY AND BUILDING AREAS OF A THREE LOT SUBDIVISION ON ASSESSOR'S MAP 260 LOT 6 IN THE CITY OF ROCHESTER.
- VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (0.2'±).
- CONTOURS SHOWN HEREON ARE DERIVED FROM ON SITE TOPOGRAPHY.

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

NO.	DESCRIPTION	DATE
1	CONTOURS, GRADING	10/8/21
0	ISSUED FOR COMMENT	8/3/21
REVISIONS		

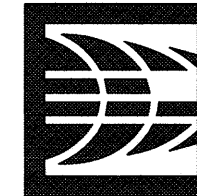


SCALE 1"=50'

AUGUST 2021

SUBDIVISION
SITE PLAN

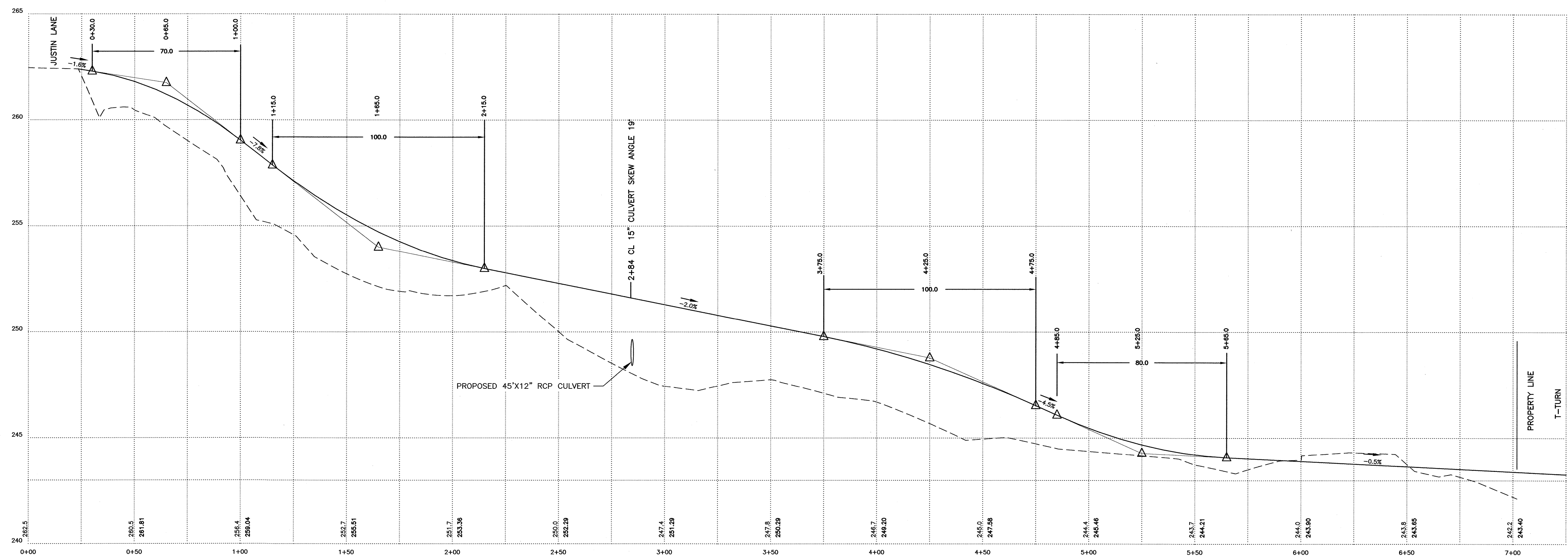
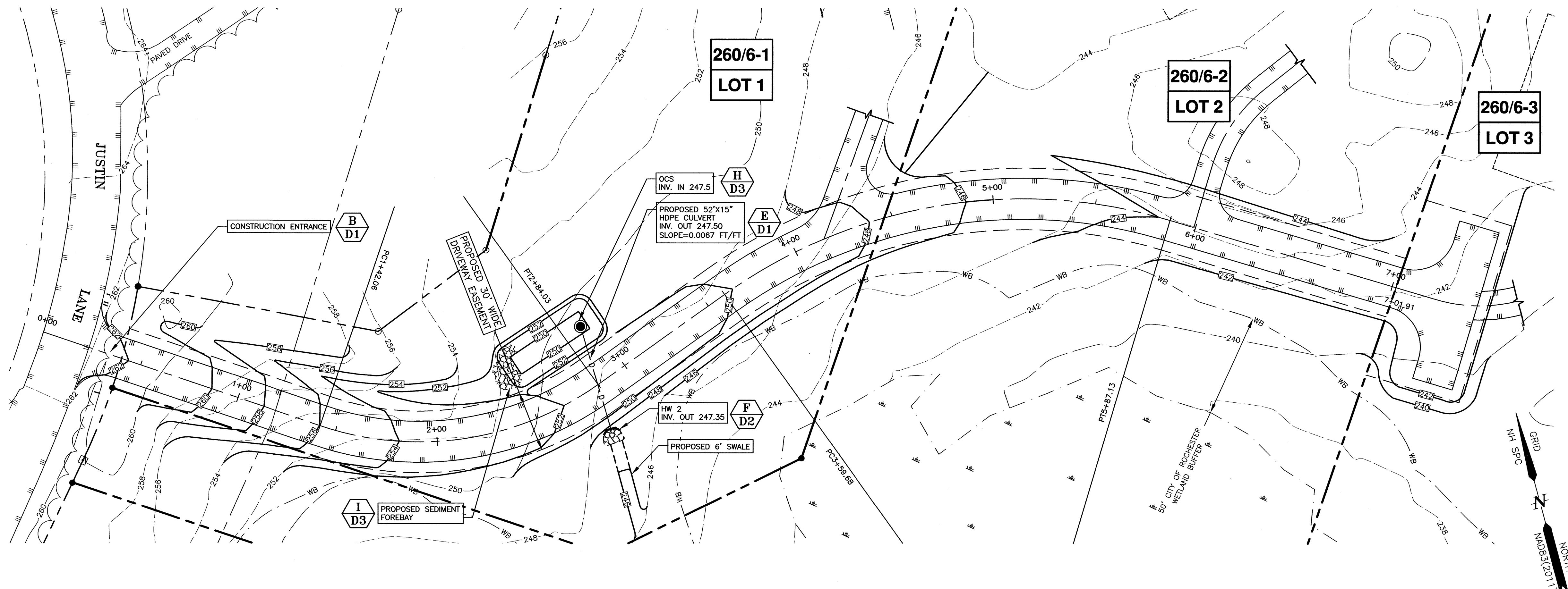
C2



AMBIT ENGINEERING, INC.
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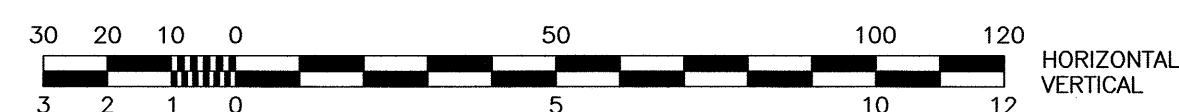
NOTES:

- 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.
- 2) 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 DECEMBER 2008).



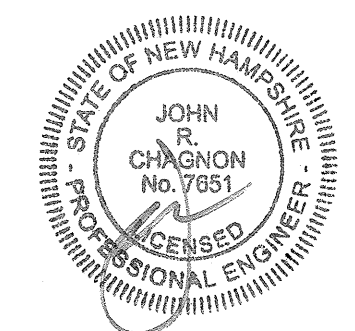
GRAPHIC SCALE

1" = 3' VERT.
1" = 30' HOR.



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

NO.	DESCRIPTION	DATE
1	PROFILE, GRADING, CONTOURS	10/8/21
0	ISSUED FOR COMMENT	8/3/21



SCALE H:1"=30' V:1"=3' AUGUST 2021

**DRIVEWAY
PLAN & PROFILE**

C3

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 place of disposal.

Strip and stockpile 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 vegetative practice and General Construction Notes. Cut and fill slopes shall be seeded immediately after their construction.

Plant landscaping as needed.

Remove trapped 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 management 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 development.

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 rye grass to prevent erosion.

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 removed 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 roadbeds 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 stockpile.

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 erosion.

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 loam and worked into the surface, fertilizer application rate shall be 500 pounds per acre of 10-20-20 fertilizer.

Seed shall be sown at the rates shown in the table below. Immediately before seeding, the soil shall be lightly raked. 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 soil to a depth not over 1/4 inch and rolled with a hand roller weighing not over 100 pounds per linear foot of width. Hay mulch shall be applied immediately after seeding at a rate of 1.5 to 2 tons per acre, and shall 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 noxious weeds removed.

A grass seed mixture containing the following seed requirements shall be:

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

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

Creeping Red Fescue	42%	
Tall Fescue	42%	48 lbs/Acre
Birdsfoot Trefoil	16%	

In no case shall the weed content exceed one percent by weight. All seed shall 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 inches high. 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 rainfall.

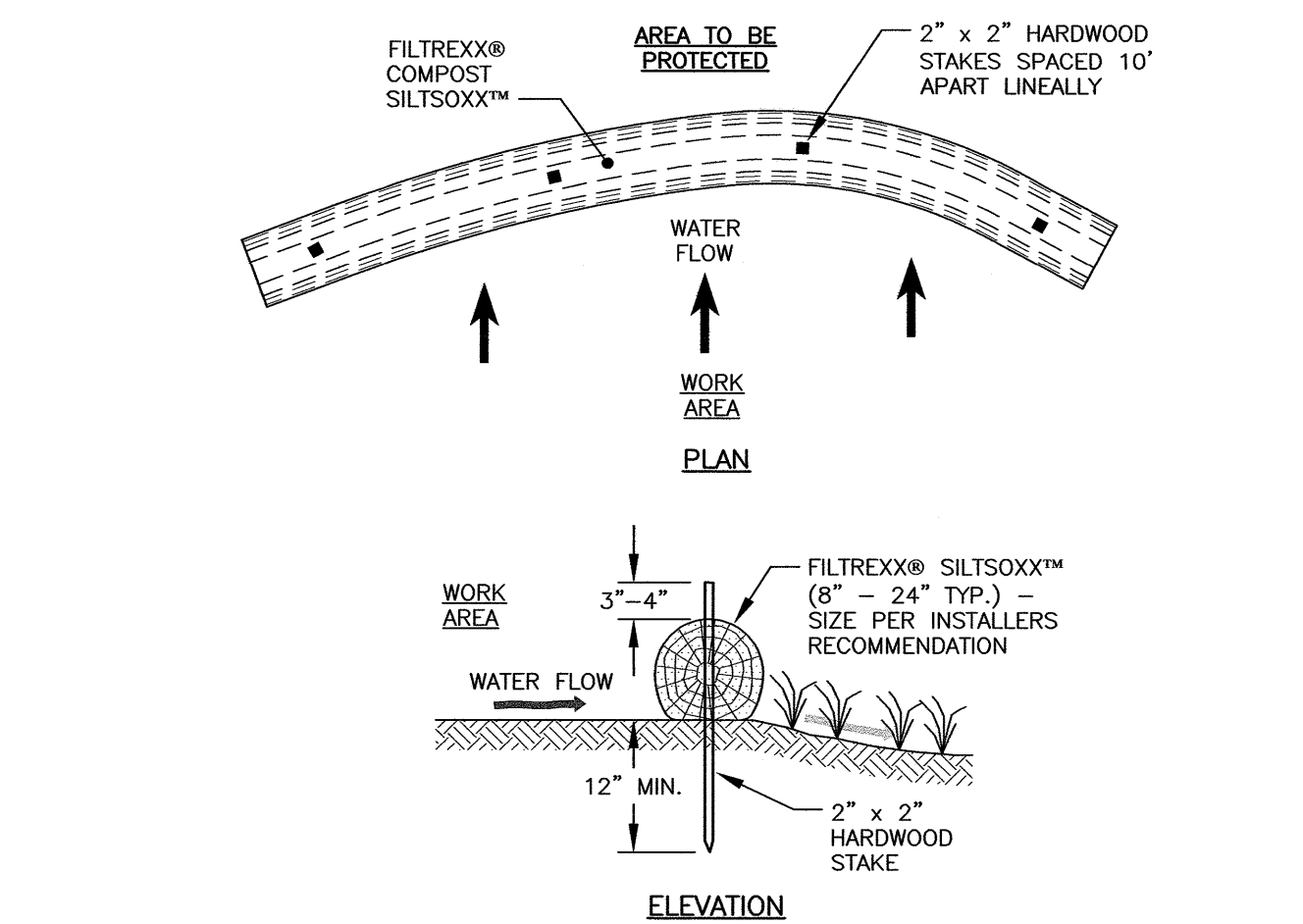
Silt soxx shall be removed once vegetation is established, and disturbed areas resulting from silt fence removal shall be permanently seeded.

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 occur over accumulated snow or on frozen ground and shall be completed in advance of thaw or spring melt events.

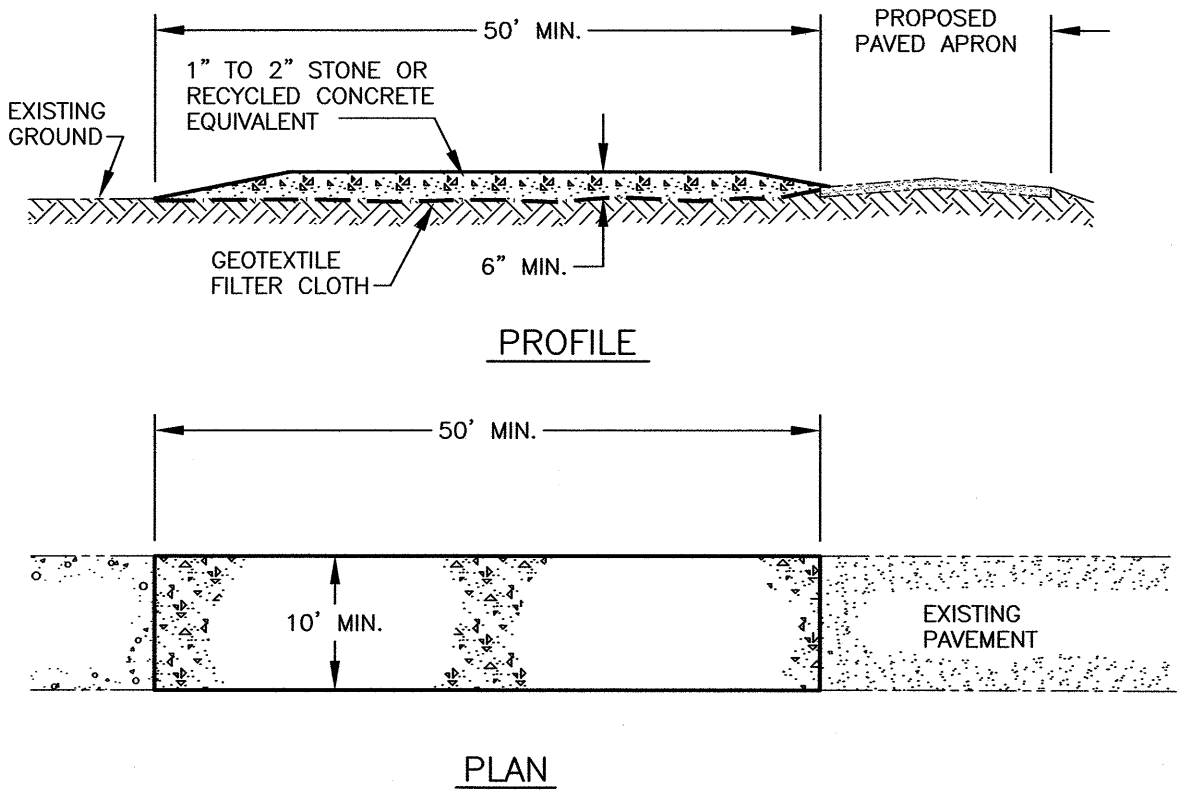
All ditches or swales which do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized temporarily with stone or erosion control blankets appropriate for the design flow conditions.

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.

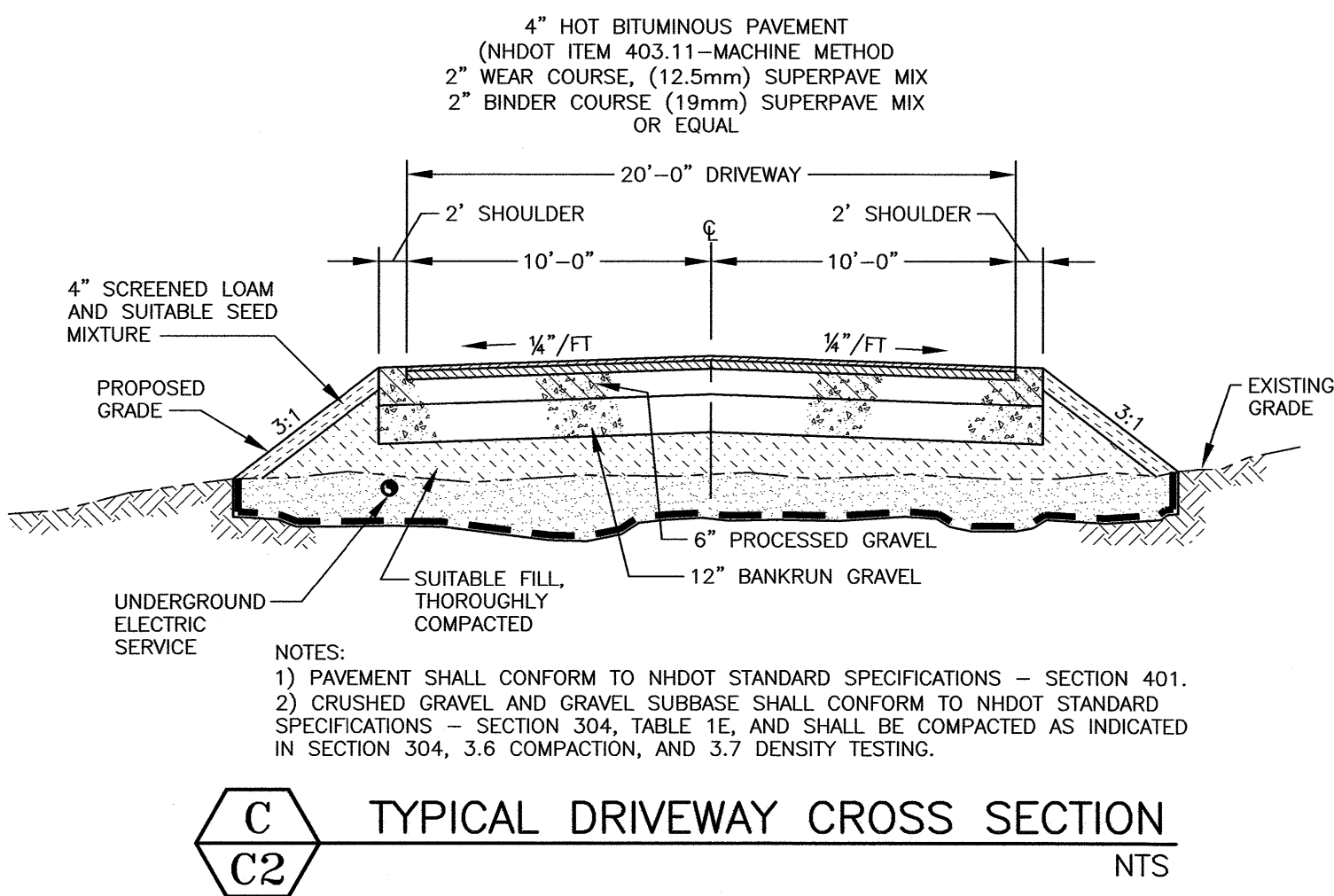


- NOTES:
1. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
 2. FILTREXX SYSTEM SHALL BE INSTALLED BY A CERTIFIED FILTREXX INSTALLER.
 3. THE CONTRACTOR SHALL MAINTAIN THE COMPOST FILTRATION SYSTEM IN A FUNCTIONAL CONDITION AT ALL TIMES. IT WILL BE ROUTINELY INSPECTED AND REPAIRED WHEN REQUIRED.
 4. SILTISOXX DEPICTED IS FOR MINIMUM SLOPES, GREATER SLOPES MAY REQUIRE ADDITIONAL PLACEMENTS.
 5. THE COMPOST FILTER MATERIAL WILL BE DISPERSED ON SITE WHEN NO LONGER REQUIRED, AS DETERMINED BY THE ENGINEER.

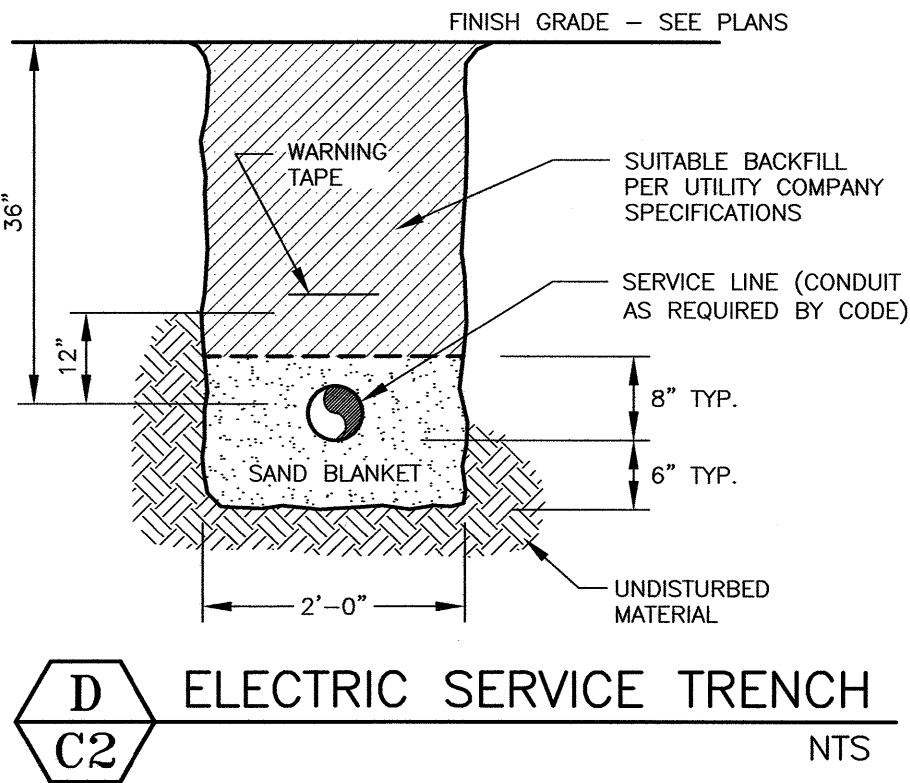
A FILTREXX® SILTISOXX™ FILTRATION SYSTEM NTS



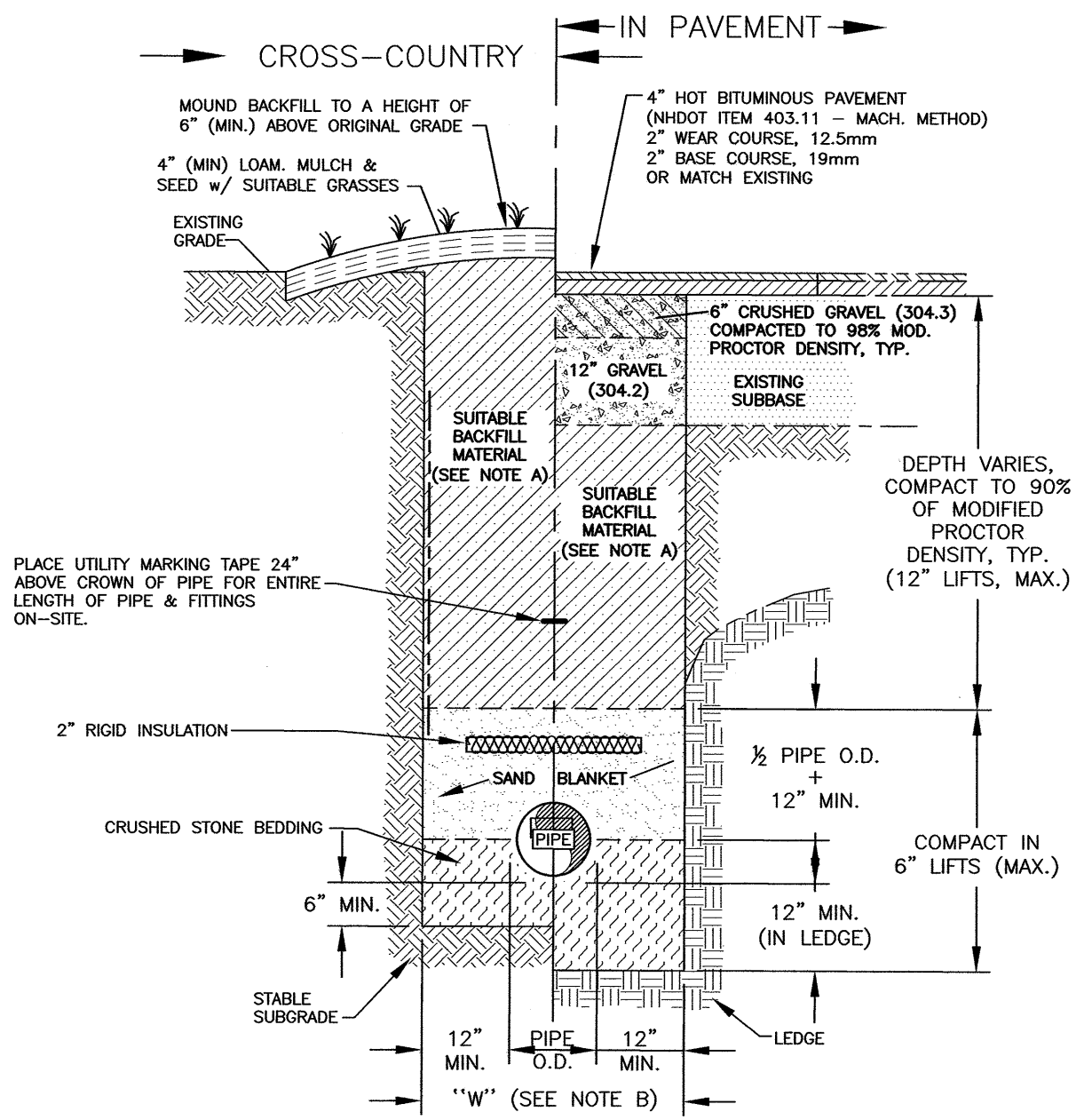
B STABILIZED CONSTRUCTION ENTRANCE NTS



C TYPICAL DRIVEWAY CROSS SECTION NTS



D ELECTRIC SERVICE TRENCH NTS



E TYPICAL DRAINAGE PIPE TRENCH NTS



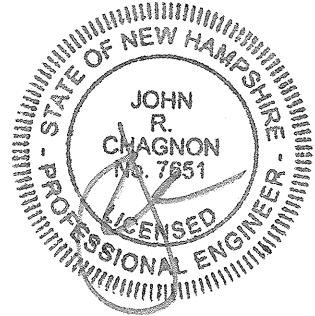
AMBIT ENGINEERING, INC.
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NOTES:

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- 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 DECEMBER 2008).

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

0	ISSUED FOR COMMENT	8/11/21
NO.	DESCRIPTION	DATE
REVISIONS		



SCALE: NTS AUGUST 2021

DETAILS

D1

J:\JOB83\JUN 3100\31190\31190\2021 Subdivision\Plans & Specs\Site\3190 Subdivision 2021.dwg, 8/17/2021 2:56:56 PM, Canon TX-3000.pc3

TEST PIT #1

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 26"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 51 IN.
Percolation rate: 10 min./inch
Roots: 23"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 11"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
11" - 26"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
26" - 51"	2.5 YR 5/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #6

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 31"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE TO 63"
Percolation rate: 8 min./inch
Roots: 28"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 23"	10 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
23" - 31"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
31" - 63"	2.5 YR 5/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #11

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 28"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 61"
Percolation rate: 10 min./inch
Roots: 25"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 12"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
12" - 28"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
28" - 61"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #2

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 32"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE TO 69"
Percolation rate: 8 min./inch
Roots: 29"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 13"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
13" - 32"	10 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
32" - 69"	2.5 YR 5/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #7

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 26"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 40"
Percolation rate: 10 min./inch
Roots: 23"

DEPTH	DESCRIPTION
0" - 2"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
2" - 10"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
10" - 26"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
26" - 41"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #12

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 34"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 59"
Percolation rate: 8 min./inch
Roots: 31"

DEPTH	DESCRIPTION
0" - 2"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
2" - 10"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
10" - 34"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
34" - 59"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #3

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 41"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE TO 76"
Percolation rate: 6 min./inch
Roots: 38"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 14"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
14" - 41"	2.5 YR 4/4 FINE SANDY LOAM, GRANULAR, FRIABLE
41" - 76"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #8

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 26"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 52"
Percolation rate: 10 min./inch
Roots: 23"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 8"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
8" - 26"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
26" - 52"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #4

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 26"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE TO 64"
Percolation rate: 10 min./inch
Roots: 23"

DEPTH	DESCRIPTION
0" - 3"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
3" - 11"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
11" - 26"	2.5 YR 4/4 FINE SANDY LOAM, GRANULAR, FRIABLE
26" - 64"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #9

Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 27"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE @ 63"
Percolation rate: 10 min./inch
Roots: 24"

DEPTH	DESCRIPTION
0" - 4"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
4" - 11"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
11" - 27"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
27" - 63"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #5

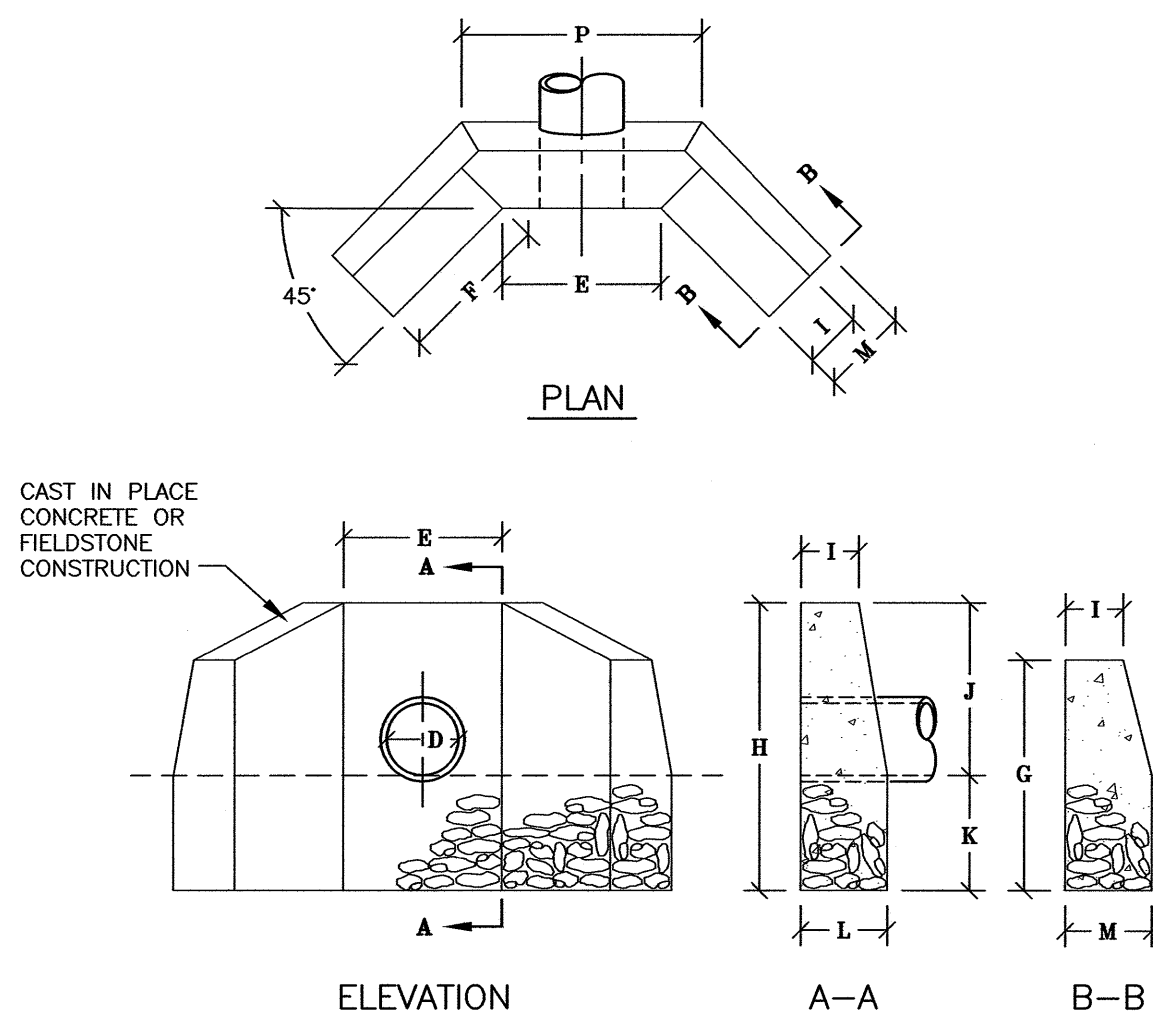
Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 33"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: NONE TO 66"
Percolation rate: 8 min./inch
Roots: 30"

DEPTH	DESCRIPTION
0" - 2"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
2" - 20"	10 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
20" - 33"	10 YR 4/4 FINE SANDY LOAM, GRANULAR, FRIABLE
33" - 66"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE

TEST PIT #10

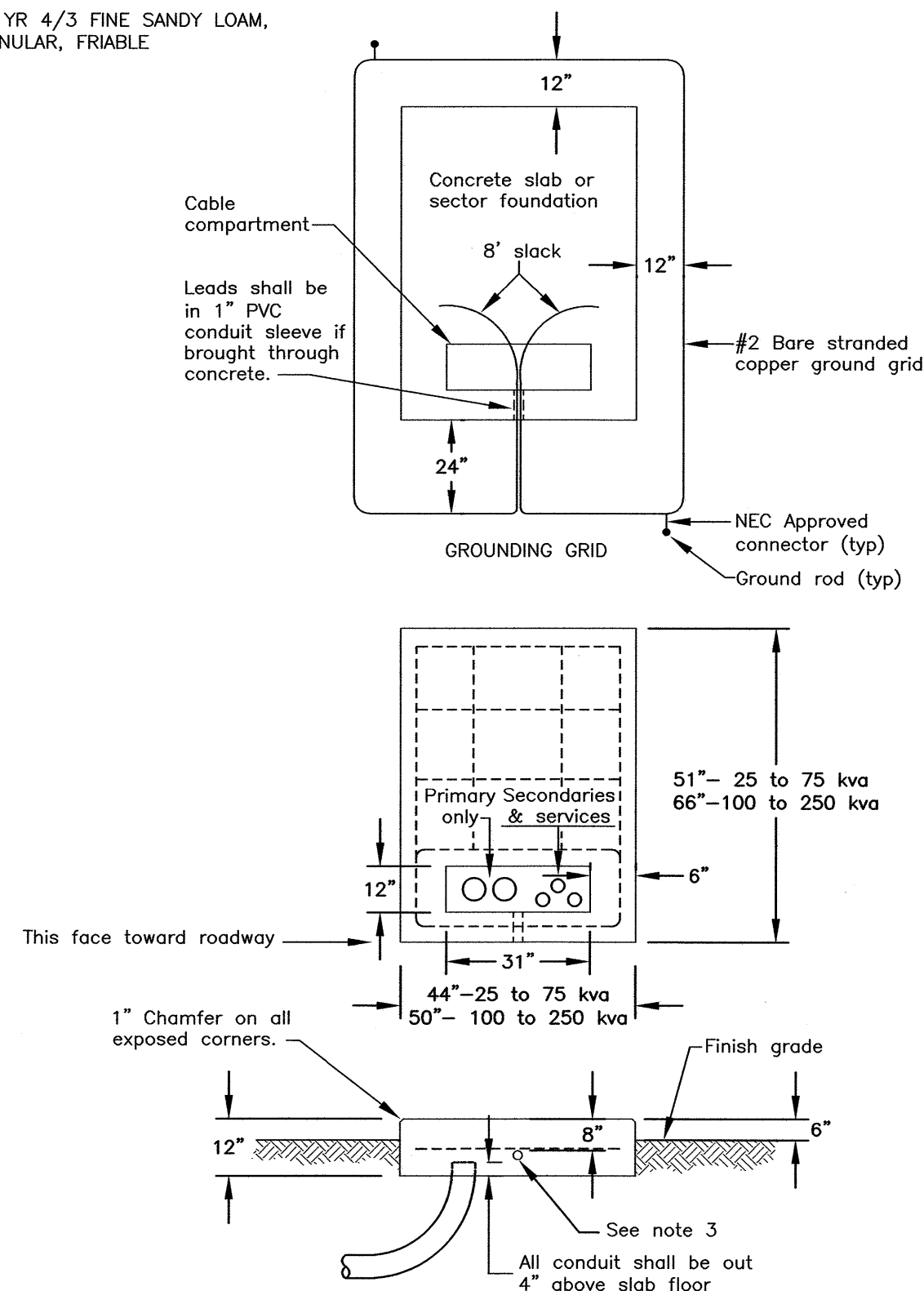
Date: 07/12/21
Logged by: STEVEN D. RIKER
ESHW: 26"
Observed Water: NONE
Restrictive layer: NONE
REFUSAL: LEDGE @ 50"
Percolation rate: 10 min./inch
Roots: 23"

DEPTH	DESCRIPTION
0" - 4"	10 YR 3/2 FINE SANDY LOAM, GRANULAR, FRIABLE
4" - 9"	10 YR 5/6 FINE SANDY LOAM, GRANULAR, FRIABLE
9" - 26"	2.5 YR 5/4 FINE SANDY LOAM, GRANULAR, FRIABLE
26" - 50"	2.5 YR 4/3 FINE SANDY LOAM, GRANULAR, FRIABLE



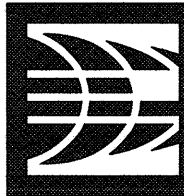
D	E	F	G	H	I	J	K	L	M	P
12"	30"	28"	48"	60"	12"	36"	24"	16"	18"	47"
15"	33"	32"	48"	60"	12"	36"	24"	18"	18"	50"
18"	36"	36"	48"	60"	12"	36"	24"	20"	18"	53"
24"	42"	44"	48"	66"	12"	42"	24"	24"	18"	60"

F HEADWALL DETAIL
C3 NTS



NOTES
1. See sheet "Requirements for Padmounted Transformer Slab Details".
2. All reinforcing to be #6 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 extra wire for each ground grid leg shall be left exposed in the cable compartment 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.

G SINGLE PHASE TRANSFORMER PAD
C2 NTS



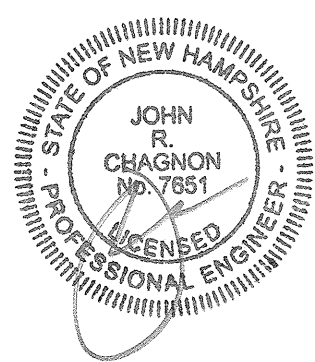
AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors
200 Griffin Road - Unit 3
Portsmouth, N.H. 03801-7114
Tel (603) 430-9282
Fax (603) 436-2315

NOTES:

- 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.
- 2) 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 DECEMBER 2008).

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

NO.	DESCRIPTION	DATE
0	ISSUED FOR COMMENT	8/11/21
REVISIONS		



SCALE: NTS AUGUST 2021

DETAILS &
TEST PIT DATA

D2



AMBIT ENGINEERING, INC.

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LANDSCAPE SCHEDULE--RAIN GARDEN

I.D. No.	ITEM	SIZE	QTY
1	SYMPHYOTRICHUM LAEVE	1 GALLON	7
	SMOOTH BLUE ASTER		
2	HAMAMELIS	2 GALLON	2
	WITCH HAZEL		
3	VIBURNUM ACERIFOLIUM	2 GALLON	7
	MAPLELEAF VIBURNUM		
4	ILEX VERTICILLATA	2 GALLON	3
	WINTERBERRY		

*PLANTS EVENLY SPREAD IN THE PLANTING AREA

RAIN GARDEN MEDIA

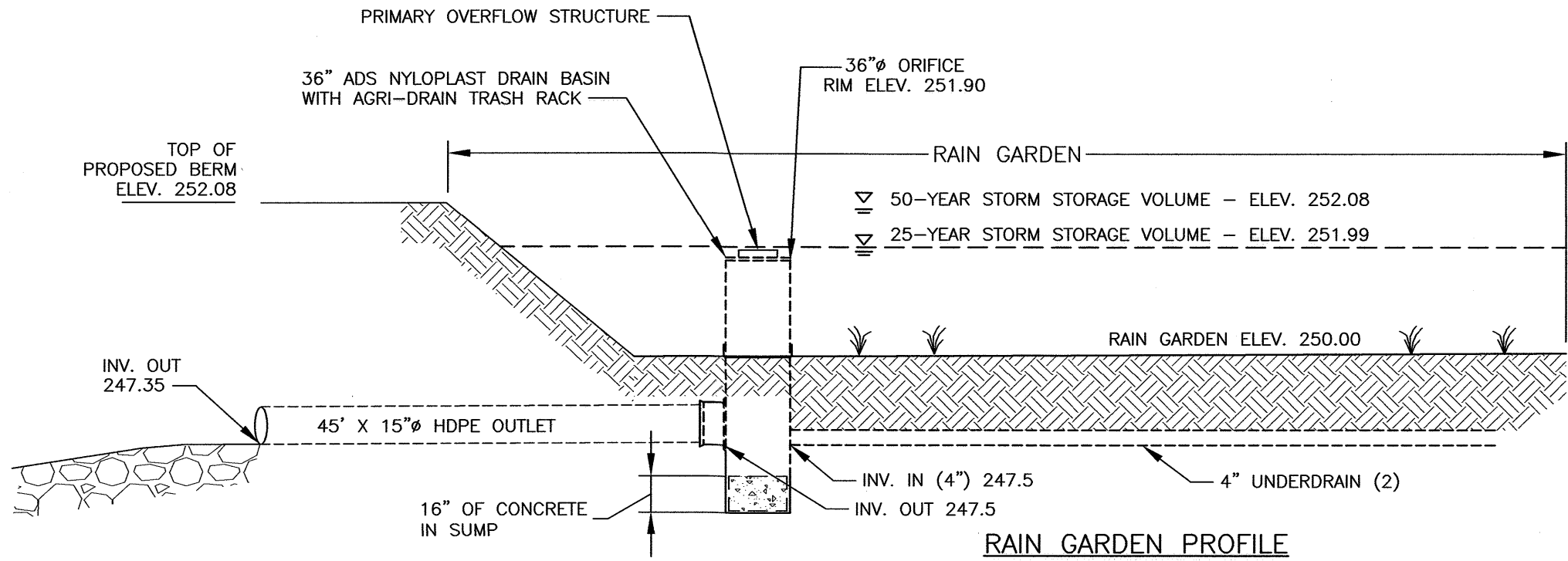
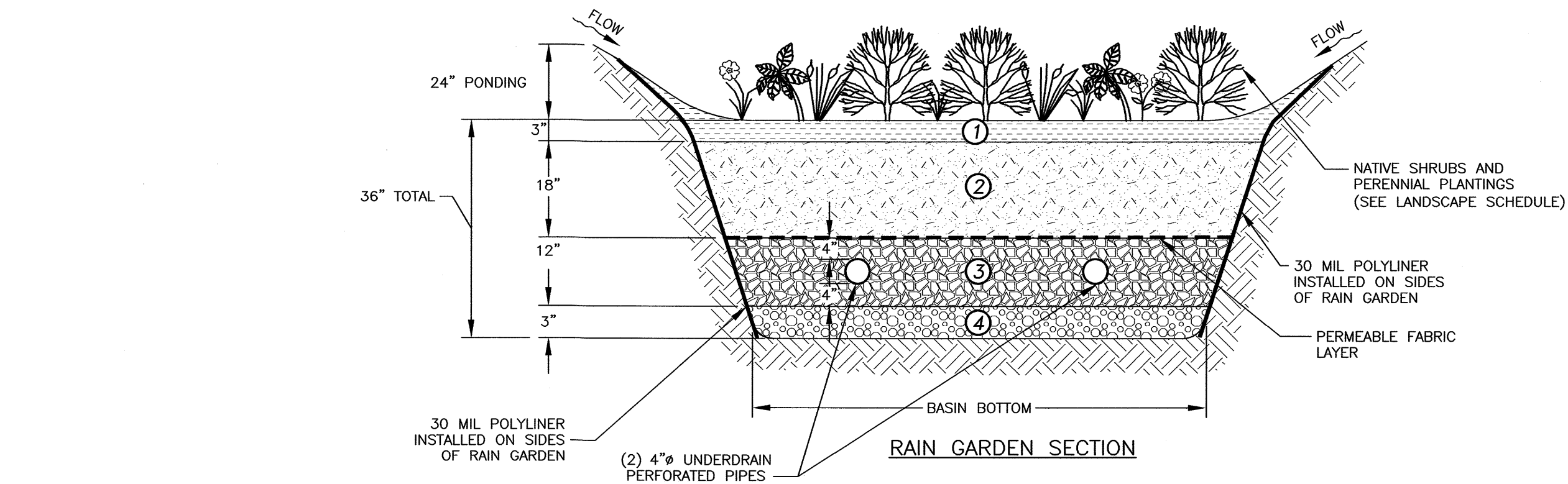
①	MULCH/GROWING MEDIUM: GRASS SEED MIX A WITH LOAM		
②	SOIL FILTER LAYER: USE UNHSC BIORETENTION SOIL SPECIFICATIONS DATED FEBRUARY, 2017.20% - 30% MULCH BY VOLUME, MIXED THOROUGHLY WITH LOAMY, COARSE SAND (70% - 80% BY VOLUME) MEETING THE FOLLOWING GRADATION;		
	SIEVE NO.	% BY WEIGHT, PASSING	
	4	100	
	10	95	
	40	10-20	
	200	0-5	
③	0.75" Ø - 1.5" Ø CRUSHED STONE, WASHED.		
④	¾" PEA GRAVEL		

RAIN GARDEN BIORETENTION MAINTENANCE:

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

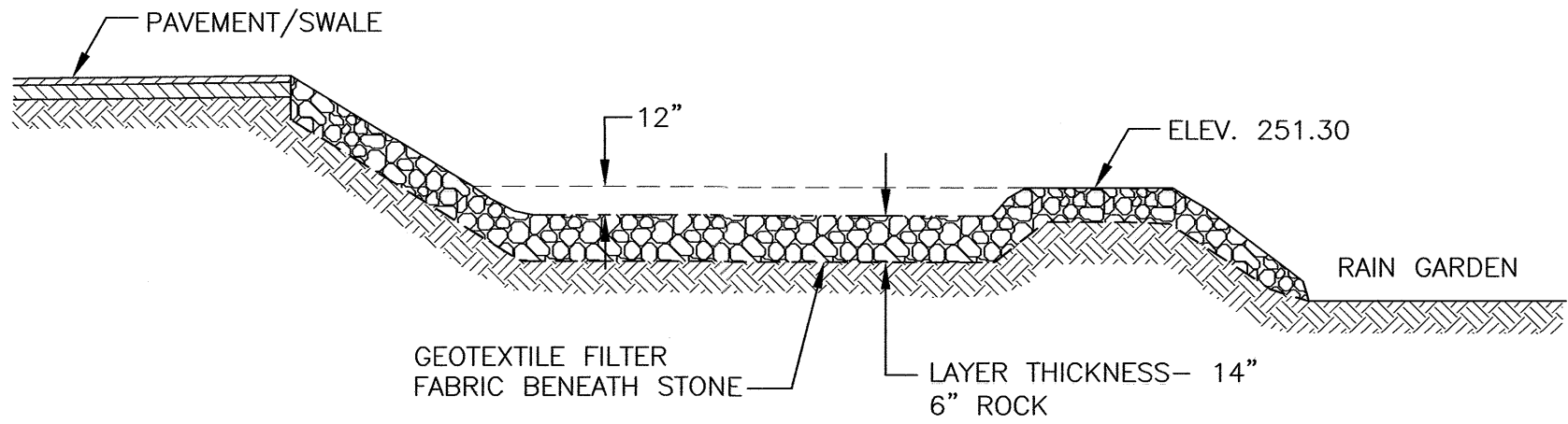
MULCH: REMULCH ANY VOID AREAS BY HAND AS NEEDED. EVERY 6 MONTHS, IN THE SPRING AND FALL, ADD A FRESH MULCH LAYER. ONCE EVERY 2 TO 3 YEARS, IN THE SPRING, REMOVE OLD MULCH LATER BEFORE APPLYING NEW ONE.

PLANTS: IMMEDIATELY AFTER THE COMPLETION OF CELL CONSTRUCTION, WATER PLANT MATERIAL FOR 14 CONSECUTIVE DAYS UNLESS THERE IS SUFFICIENT NATURAL RAINFALL. WHEN TREES HAVE TAKEN ROOT, OR AT LEAST BY 6 MONTHS, REMOVE STAKES AND WIRES. ONCE A MONTH (MORE FREQUENTLY IN SUMMER), VISUALLY INSPECT VEGETATION FOR DISEASE OR PEST PROBLEMS. IF TREATMENT IS WARRANTED, USE THE LEAST TOXIC APPROACH. TWICE A YEAR, FROM MARCH 15TH TO APRIL 30TH AND OCTOBER 1ST TO NOVEMBER 30TH, REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION CONSIDERED BEYOND TREATMENT. DURING TIMES OF EXTENDED DROUGHT, LOOK FOR PHYSICAL FEATURES OF STRESS (UNREVIVED WILTING, YELLOW, SPOTTED OR BROWN LEAVES, LOSS OF LEAVES, ETC.). WATER IN THE EARLY MORNING AS NEEDED. WEED REGULARLY, IF NEEDED.



H RAIN GARDEN STORMWATER TREATMENT DETAIL
C3 (BIORETENTION)

NTS



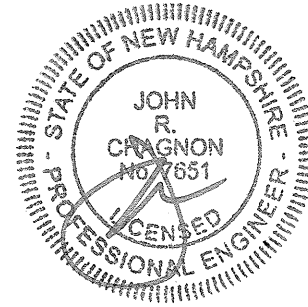
LONGITUDINAL SECTION

I SEDIMENT FOREBAY
C3

NTS

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

0	ISSUED FOR COMMENT	10/8/21
NO.	DESCRIPTION	DATE
REVISIONS		



SCALE: NTS

AUGUST 2021

DETAILS

D3