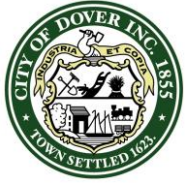


CITY OF DOVER

DOVER CONSERVATION COMMISSION – AGENDA

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue Dover NH
Meeting Date: Monday, December 13, 2021
Meeting Time: 5:30 pm

1. CALL TO ORDER AND ROLL CALL
2. CITIZENS' FORUM
3. APPROVAL OF THE PRIOR MEETING MINUTES – November 8, 2021
4. OLD BUSINESS
5. NEW BUSINESS
 - A. Public Hearing, in accordance with RSA 36-A:5, for the purpose of receiving public input on a proposal to expend \$380,000 and an additional \$3,500 - \$6,500 to cover title insurance and closing legal fees, from the Conservation Fund to purchase a 10-acre parcel for conservation and recreation purposes. The vacant parcel, known as Map 11, Lot 14, is located behind 20 Arch Street and is owned by Arch Street Dover, LLC. ***Conservation Commission vote to follow public hearing.***
6. REPORT FROM THE CHAIR
 - A. Review of Correspondence Received From NH Department of Environmental Services
7. OTHER BUSINESS
 - A. Update From Committee on Amendments to Wetland Protection District Ordinance
8. ADJOURNMENT



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: Second Floor Conference Room – 288 Central Ave., Dover, NH
Meeting Date: Monday, November 8, 2021
Meeting Time: 5:30 pm

MEMBERS PRESENT: Bill Hunt (Chair), Robert Atwood (Secretary), Amy Kramer-Perry, Abigail Lyon, Kristen Murphy (Alternate), Bruce Batchelder (Alternate)

Absent (Excused): Steve Fellows (Vice Chair)

Absent (Un-excused): Richard Erickson, Jason Aube

STAFF PRESENT: Steve Bird – City Planner; Jackson Kaspari – Resilience Coordinator

OTHERS PRESENT: Councilor Lindsey Williams, Dave Paolini, Duncan Mellor, Ari Pollock, Teri Oehmke

1. CALL TO ORDER AND ROLL CALL

The meeting convened at 5:31 PM.

Hunt opened the meeting and did roll call.

2. CITIZEN'S FORUM: None

3. APPROVAL OF THE PRIOR MEETING MINUTES – October 12, 2021

Lyon moved to approve the October 12, 2021 minutes, Kramer-Perry seconded. Vote: 5 yes, Murphy abstained

4. OLD BUSINESS: NONE

5. NEW BUSINESS:

- A. City of Dover Conservation Easement Notice of Intent for Dave Paolini Trustee for Long Hill Trust, Assessor's Map A, Lot 37, zoned R-40, located at 195 Long Hill Road.

Dave Paolini was present to explain the proposal to construct a 2,592 square foot agricultural use hay barn as allowed by the deed, contingent upon Conservation Commission approval. The size of the building may be less than I am asking for based on the cost.

Bird introduced the project. The conservation easement was put in place approximately nine years ago. Paolini is seeking approval as allowed by the deed.

Lyon: Would the barn still come to the Conservation Commission if it was under 2,000 square feet?

Bird: Yes, but less is required in terms of presented information to the Commission.

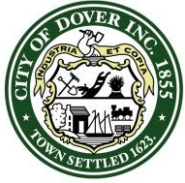
Kramer-Perry: How tall is the barn?

Paolini: One story.

Hunt: Will it look like the pictures?

Paolini: Yes, similar to the pictures but will have doors and the pictures are just to provide an idea. The plan is to add solar panels to the roof.

Kramer-Perry moved to approve the proposed hay barn on the conservation easement, Batchelder seconded. Vote: 6 yes



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: Second Floor Conference Room – 288 Central Ave., Dover, NH
Meeting Date: Monday, November 8, 2021
Meeting Time: 5:30 pm

- B. NHDES Standard Dredge and Fill Wetlands Permit Application for DAKA Properties LLC (Agent: Civilworks New England), Assessor's Map 8, Lot 9, zoned LBW, located at 423 Dover Point Road.

Duncan Mellor was present to explain the proposal to conduct maintenance dredging at a 44-slip marina, replace float guide piles and replace the existing bulkhead at the site previously known as Little Bay Marina.

Lyon: Do you know what the impact of the rip-rap is to the erosion of the salt marsh?

Mellor: Riprap helps to protect the marsh.

Lyon: Why not use a softer or living shoreline approach?

Mellor: This was not a viable option due to the steepness of the berm.

Hunt: Could the dredged material be used to reinforce the existing barge?

Mellor: This was previously done but the material washed away so this is not the current plan.

Discussion ensued regarding the timing for which the dredging would be conducted during the allotted winter window.

Lyon asked that the Commission vote on the CUP before voting on the permit application. The Commission agreed and item C was heard.

Lyon moved to endorse the NHDES Permit application as presented, Attwood seconded. Vote: 6 yes

- C. City of Dover Conditional Use Permit for DAKA Properties LLC (Agent: Civilworks New England), Assessor's Map 8, Lot 9, zoned LBW, located at 423 Dover Point Road.

Duncan Mellor was present to explain the proposal to construct a concrete pad, repair riprap and restore stone fill behind the bulkhead, creating 659 square feet of Conservation District impacts and 561 square feet of wetland buffer impacts.

Murphy: Will the existing slab be removed?

Mellor: The slab will be removed and replaced with a smaller new ADA compatible slab.

Hunt: Does DES monitor the dredging process?

Pollock: DES does not have an obligation to do so but certainly could.

Discussion ensued regarding the upland condo development.

Bird: Did DES confirm that the dredge spoils are not contaminated?

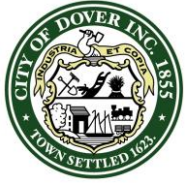
Mellor: The material was tested in accordance with DES regulations.

Bird: Will the number of piles and slips remain the same?

Mellor: Yes, they will.

Bird: How much material can the dredge removal barge hold?

Mellor: 300-400 cubic yards.



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: Second Floor Conference Room – 288 Central Ave., Dover, NH
Meeting Date: Monday, November 8, 2021
Meeting Time: 5:30 pm

Bird expressed concerns over the number of trips and the ability to complete the project within a month.

Mellor: We are confident that we can complete the project in a month but will hopefully have more time. There is a need for this project given that the marina was already existing, avoidance and minimization have been addressed the best extent possible. With sea level rise future repairs will be needed.

Murphy: Why not address sea level rise issues now?

Mellor: We wanted to minimize the impacts to avoid project rejection from DES.

More discussion took place about the existing conditions and usage plans by the upland condos.

Murphy moved to endorse the Conditional Use Permit as presented, Attwood seconded. Vote: 6 yes

- D. Discussion regarding City of Dover wetlands mitigation opportunities and creation of a project list, as well as a proposal by Duncan Mellor (Civilworks New England) to use eelgrass friendly boat moorings as a form of mitigation.

Duncan Mellor was present to explain his proposal.

Lyon: What is the purpose for you to bring this proposal before the Commission? Is there financial interest or is this just an act of good will?

Mellor: I have no financial interest and have worked on projects with eelgrass friendly moorings in the past.

Discussion ensued related to approval process for moorings and what other items the Commission may want to see on a mitigation list.

Bird: I recommend taking time to develop a list that includes many more options than the eelgrass friendly moorings before the Commission considers adoption.

6. REPORT FROM THE CHAIR

- A. Review of Correspondence Received From NH Department of Environmental Services:
1. Letter from DES to Michael McDonough for 29 Boston Harbor Road about a possible violation.
 2. Letter from DES to Mike & Michelle Trochalakis of 7 Cullen Bay Road about information needed.
 3. DES Wetlands Permit issued on October 18, 2021 to Settlement on 6th LLC for 13 lot subdivision

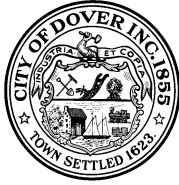
7. OTHER BUSINESS:

- A. Update on Committee to Work on Amendments to Wetland Protection District Ordinance

Bird: The committee has a meeting scheduled for November 22nd. The committee will be discussing a revised survey of members to determine which the functions and values of wetlands to focus on.

8. ADJOURNMENT

Lyon moved to adjourn the meeting at 7:14 PM, Atwood seconded. Vote: 6 yes



**CITY OF DOVER, NEW HAMPSHIRE
CONSERVATION COMMISSION
288 Central Avenue
Dover, NH 03820**

Date: December 1, 2021

To: Property Owners Abutting the Arch Street Dover, LLC Property behind 20 Arch Street

From: Bill Hunt, Conservation Commission Chair

RE: Invitation to Attend December 13, 2021 Public Hearing

The Dover Conservation Commission will hold a **Public Hearing at 5:30 PM on Monday, December 13, 2021, in the City Council Conference Room in Dover City Hall at 288 Central Avenue**, for the purpose of receiving public input on a proposal to utilize the Dover Conservation Fund to purchase a 10 acre parcel for conservation and recreation purposes. The vacant parcel is located behind 20 Arch Street and is owned by Arch Street Dover, LLC. The parcel is known as Map 11, Lot 14 on the Dover tax maps. As an abutter to this property, you are invited to attend the public hearing.

The City has a purchase and sales agreement to purchase the property for the cost of \$380,000. If the Conservation Commission approves the expenditure, the funding request will be sent to the Dover City Council for approval.

The property to be conserved has 10 acres of forest areas that are frequented by a diversity of wildlife. In the 2015 Wildlife Action plan prepared by the NH Fish and Game Department, this area was identified as being supporting landscape for wildlife habitat. The entire property is in the New England Cottontail focus area. The property is directly across the railroad tracks from the 23-acre Washington Highlands conservation easement and is a short ¼-mile walk to Woodman Park School.

For additional information, please contact Jackson Kaspari, Resilience Coordinator at 603-516-6008 or via e-mail at j.kaspari@dover.nh.gov.

Attachment – Map of Arch Street Dover, LLC property and neighboring parcels

OWNER: A.) ARCH STREET DOVER LLC
20 ARCH ST
DOVER, NH 03820

B.) TYLER & JESSICA O. FOSTER
20 ARCH ST
DOVER, NH 03820

APPLICANT: TYLER & JESSICA O. FOSTER
20 ARCH ST
DOVER, NH 03820

1. A) TAX MAP 11, LOT 14
B) TAX MAP 11, LOT 13
2. A) LOT AREA: 526,195 Sq. Ft., 12.08 Ac.
B) LOT AREA: 43,520 Sq. Ft., 1.00 Ac.
3. A) S.C.R.D. BOOK 4440, PAGE 373
B) S.C.R.D. BOOK 4394, PAGE 702
4. ZONING: RURAL RESIDENTIAL, R-12
LOT SIZE: 12,000 Sq. Ft.
MAX. LOT COVERAGE: 30%
MINIMUM FRONTAGE: 100'
FRONT BUILD TO LINE: 15' MIN. - 25' MAX.
ADJ. TO STREET BUILD TO LINE: 15' MIN. - 25' MAX.
SIDE SETBACK: 15'
REAR SETBACK: 30'

5. I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, THIS PARCEL DOES NOT FALL WITHIN THE FLOOD PLAIN FLOOD HAZARD REF.: FEMA COMMUNITY #330145, MAP #33017C0310E, DATED: SEPTEMBER 30, 2015.
6. VERTICAL DATUM BASED ON NAVD88 ELEVATIONS. HORIZONTAL COORDINATES BASED ON NAD83 (DOVER GRID). COORDINATES GATHERED USING TOPCON HIPER SR SURVEY GRADE GPS RECEIVERS.
7. THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN FEBRUARY OF 2013 IN SNOW CONDITIONS, WITH AN ERROR OF CLOSURE BETTER THEN 1 PART IN 10,000.
8. THE INTENT OF THIS PLAN IS TO SHOW THE LOT LINE REVISION BETWEEN TAX MAP #11, LOTS 14 & 13.

9. THE SUBJECT PARCELS ARE SERVED BY MUNICIPAL WATER AND SEWER.
10. LIST ANY VARIANCES OR SPECIAL EXCEPTIONS GRANTED BY THE ZONING BOARD OF ADJUSTMENT: NONE
11. THE IS A SINGLE EXISTING 15' WIDE UTILITY EASEMENT ON SITE THAT WILL REMAIN.

- 3/4" REBAR W/ ID CAP ~TBS~
- ⊕ STEEL STAKE ~FND~
- IRON PIPE ~FND~
- IRON BOUND ~FND~
- ⊕ UTILITY POLE

- _____ PERIMETER BOUNDARY
 - - - - PERIMETER BOUNDARY TO BE ABANDONED
 SETBACK / BUILD TO LINE
 _____ PROPOSED PROPERTY LINE
 TBS TO BE SET
 FND FOUND
 S.C.R.D. STRAFFORD COUNTY REGISTRY

N/F RAMSAY, HEATHER A.
33 ARCH STREET
DOVER, NH 03820
TAX MAP 10, LOT 157
S.C.R.D. BOOK 4735, PAGE
530

N/F YUSKAITIS, RICHARD & JANIS
TRUSTEES
YUKAITIS, RICHARD AND JANIS
REVOCABLE LIVING TRUST
34 ARCH STREET,
DOVER, NH 03820
TAX MAP 11, LOT 14-B-1
S.C.R.D. BOOK 4687, PAGE 369

N/F SALMON FALLS HOLDINGS, LLC
PO BOX 4300
PORTSMOUTH, NH 03802
TAX MAP 11, LOT 16
S.C.R.D. BOOK 3884, PAGE 263

N/F BOSTON & MAINE
CORPORATION
IRON HORSE PARK
HIGH STREET
BILLERICA, MA 01862
TAX MAP 11, LOT 17

Diagram illustrating a stone bound structure. The stone bound is labeled "STONE BOUND W/ DRILL HOLE ~FND~ (0.1' HIGH)". A 1" IRON AXLE is shown passing through the stone bound, labeled "1" IRON AXLE ~FND~ (1.2' HIGH) LOOSE". A 1" IRON PIPE is shown passing through the stone bound, labeled "1" IRON PIPE ~FND~ (0.5' HIGH)". The diagram also shows "STING NAILS" and a dimension of "454°44'36"E 4.94'".

AREA TO BE TRANSFERRED
FROM LOT 14 TO LOT 13
90,575 Sq.Ft., 2.08 Ac.

N/F ARCH STREET DOVER LLC
20 ARCH ST
DOVER, NH 03820
TAX MAP 11, LOT 14
S.C.R.D. BOOK 4440, PAGE 373

EXISTING LOT AREA
526,195 Sq.Ft, 12.08 Ac.
PROPOSED LOT AREA
435,620 Sq.Ft., 10.00 Ac.

N/F BMSH I/LCB DOVER NH LL
3 EDGEWATER DR
STE 101
NORWOOD, MA 02062
TAX MAP 11, LOT 2-1
S.C.R.D. BOOK 4394, PAGE 232

N/F VMD EQUITIES DVR LLC
C/O CVS # 10463L02
1 CVS DRIVE MC 2320
WOONSOCKET, RI 02895
TAX MAP 11, LOT 2-2
S.C.R.D. BOOK 4394. PAGE 180

N/F VMD EQUITIES DVR LLC
C/O VMD COMPANIES LLC
733 TURNPIKE ST RTE 114 NORTH
ANDOVER, MA 01845
TAX MAP 11, LOT 2-3
S.C.R.D. BOOK 4394, PAGE 180

N/F GIRI DOVER 200 INC
225 W SQUANTUM ST
STE 200
QUINCY, MA 02171
TAX MAP 11, LOT 2-4
C.R.D. BOOK 4663, PAGE 445

1.) "LOT LINE ADJUSTMENT PLAN PREPARED FOR MARK W. & SUZANNE M. JONES AND VIRGINIA & EARLE GOODWIN, JR. TAX MAP 11, LOT # 14 & 14B-1, ARCH STREET, CITY OF DOVER, COUNTY OF STRAFFORD STATE OF NH"
BY: MCNEANEY SURVEY ASSOCIATES, INC.
DATED: JANUARY 18 2007
S.C.R.D. # 89-62

2.) "RIGHT OF WAY AND TRACK MAP, BOSTON AND MAINE R.R. OPERATED BY THE BOSTON AND MAINE R.R. STATION 3495+77 TO STATION 3545+57"
BY: BOSTON & MAINE R.R.
DATED: JUNE 30, 1914.

- 3.) "PLAN OF SUBDIVISION FOR EARLE GOODWIN JR., ARCH STREET DOVER, NH"
BY: K.E. MOORE & B.G. STAPLES
DATED: MARCH 1986
S.C.R.D. # 29--77
- 4.) "LOT LINE ADJUSTMENT PLAN FOR EARLE GOODWIN JR. & JOHN BUCKLEY, MAP 11 LOT # 14-B & 14-B-1, 34 & 36 ARCH STREET, DOVER, STRAFFORD COUNTY, NH"
BY: KEM LAND SURVEY, INC.
DATED: MARCH 12, 2002
S.C.R.D. # 66-53
- 5.) "LOT LINE ADJUSTMENT PLAN PREPARED FOR GAIL V. & ALFRED CATALFO, TAX MAP 11, LOT # 13 & 14, 20 ARCH STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE"
BY: MOENEAY SURVEY ASSOCIATES, INC.
DATED: JULY 25, 2005
S.C.R.D. # 81--33

6.) "SONOMA BUILDERS, INC. STORY STREET SUBDIVISION, 46 & 48 ARCH STREET, DOVER, NEW HAMPSHIRE"
BY: TRITECH ENGINEERING CORPORATION
DATED: MARCH 18, 2010
JOB # 09151

7.) "FRESIAN STATES OPEN SPACE SUBDIVISION FOR SALMON FALLS HOLDING LLC, ARCH STREET, DOVER N.H."
BY: BERRY SURVEYING & ENGINEERING
FILE NUMBER: BD 2011-032
DATED: JANUARY 17, 2013
S.C.R.D. # 105-96

8.) "LOT LINE ADJUSTMENT PLAN PREPARED FOR MARK W. & SUZANNE M. JONES, TAX MAP 11, LOT 11, 11-1, & 14, ARCH STREET, CITY OF DOVER, COUNTY OF STAFFORD, STATE OF NEW HAMPSHIRE"
BY: MCENEANEY SURVEY ASSOCIATES, INC.
DATED: AUGUST 4, 2009
S.C.R.D. # 97-64

9.) "OPEN SPACE SUBDIVISION FOR MARK
& SUZANNE JONES, ARCH STREET,
DOVER, NEW HAMPSHIRE"
BY: BERRY SURVEYING & ENGINEERING
DATED: MARCH 16, 2015
S.C.R.D. #111-098

(IN FEET)
1 inch = 50 ft

I CERTIFY THAT THIS PLAT EXCEEDS THE
MINIMUM REQUIREMENT FOR ACCURACY AND
COMPLETENESS OF THE STATE OF N.H. AND
OF THE CITY OF DOVER. - 1:10,000 -

 11-23-21

KENNETH A. BERRY LLS 805 DATE

PLANNING FILE #:

DESCRIPTION

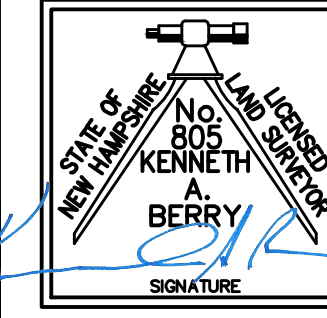
REVISION	DATE
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LOT LINE REVISION PLAN
FOR
ARCH STREET DOVER, LLC. AND
TYLER & JESSICA O. FOSTER
ARCH STREET
DOVER, N.H.
TAX MAP 11, LOTS 13 & 14

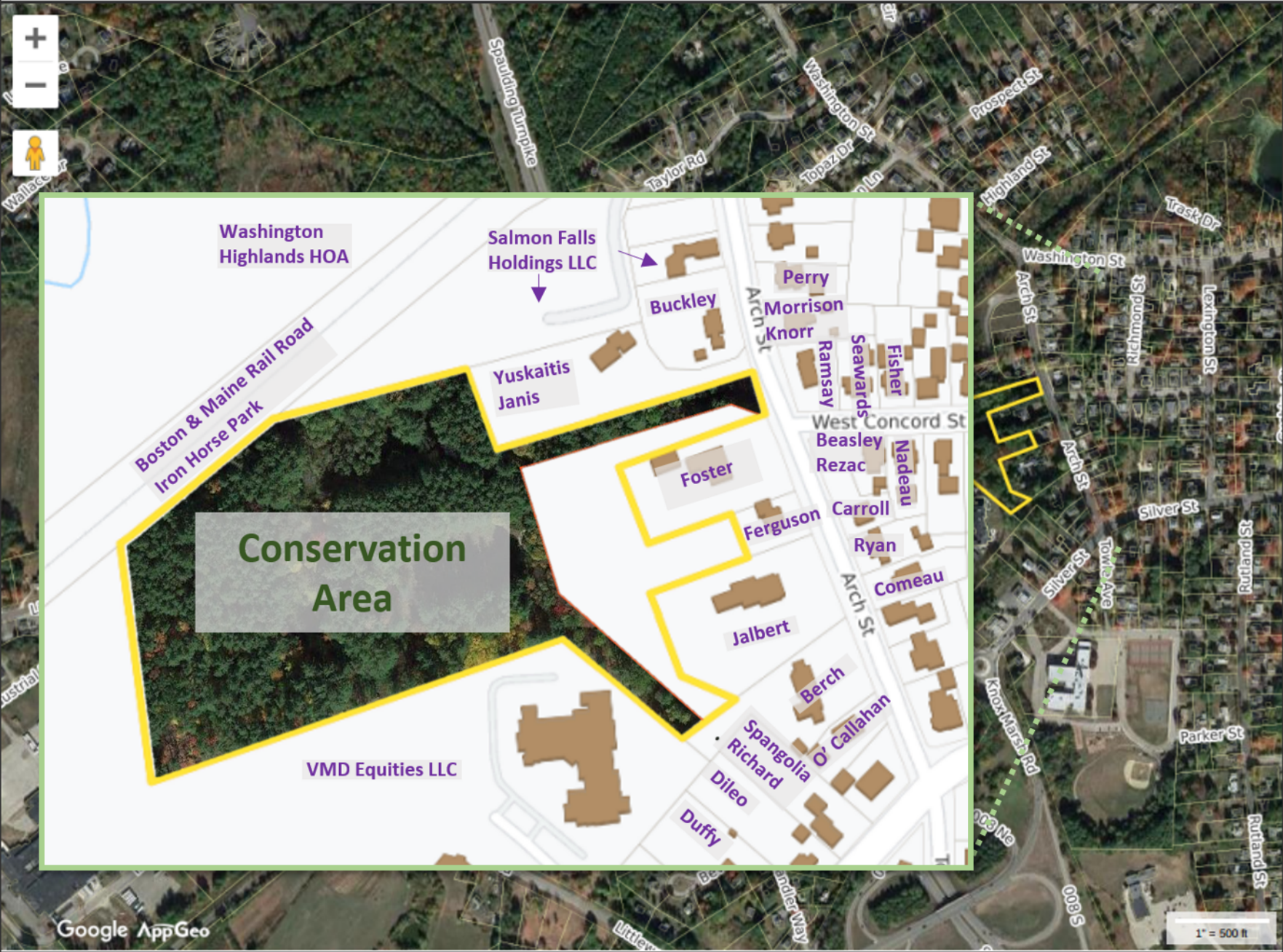
BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 {332-2863}

SCALE : 1 IN. EQUALS 50 FT.

FILE NO. : DB 2021-167



Arch Street Conservation Abutter Map



Property Information

Property ID	11014-000000
Location	ARCH ST
Owner	ARCH STREET DOVER LLC
Land Use	130



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Dover, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/3/2021
Data updated Daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

PURCHASE AND SALE AGREEMENT

by and between

ARCH STREET DOVER, LLC

And

CITY OF DOVER, NEW HAMPSHIRE

Dated as of November 24, 2021

A Portion of Tax Map 11 Lot 14, Dover, N.H.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of November 20, 2020, and is made by and between **CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, NH (the "City") and **ARCH STREET DOVER, LLC**, a limited liability company organized under the laws of the State of New Hampshire with an address at PO Box 278 & 20 Arch Street, Dover, NH (the "Seller").

RECITALS

The Seller is the owner of certain property identified as Map 11, Lot 14, said property consisting of 12.07 acres, more or less, as shown on a plan entitled "Lot Line Adjustment Plan Prepared for Mark W. & Suzanne M. Jones, Tax Map 11, Lot Nos. 11, 11-1 & 14, Arch Street, City of Dover, County of Strafford, State of New Hampshire" dated August 4, 2009, recorded at the Strafford County Registry of Deeds as Plan 97-64, described more fully in the deed recorded in the Strafford County Registry of Deeds at Book 4440, Page 373 (the "Parent Property").

The Seller and the City wish to enter into an agreement pursuant to which the Seller shall convey a minimum 10 acre portion of the Parent Property to the City.

NOW, THEREFORE, with the aforesaid recitals incorporated into the Agreement below, and for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and the Seller, intending to be bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Purchase and Sale Agreement. Unless otherwise defined below, capitalized terms used herein shall have the meaning as set forth in this Agreement.

"City" means the City of Dover, New Hampshire having an address of 288 Central Avenue, Dover, NH.

"City Council" means the City Council for the City of Dover.

"City Manager" means the City Manager for the City of Dover.

"Person" means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

"Parcel" means a minimum 10-acre portion, more or less, of Map 11, Lot 14 on Arch

Street in the City of Dover (the Parent Property), to be sold to the City of Dover, approximately as shown on a concept plan attached as Exhibit A ("Concept Plan"), being a portion of the property conveyed to Seller by deed recorded at Book 4440, Page 373 of the Strafford County Registry of Deeds.

"Purchase and Sale Agreement" or *"Agreement"* means this Purchase and Sale Agreement, by and between the City and the Seller, as amended or supplemented from time to time.'

"Purchase Price" shall have the meaning set forth in Section 4.01 of this Purchase and Sale Agreement.

"Seller" means Arch Street Dover, LLC, a New Hampshire limited liability company with an address of PO Box 278 and 20 Arch Street, Dover, NH 03281, and its successors and assigns, where the context of this Purchase and Sale Agreement permits.

ARTICLE II

CONDITIONS PRECEDENT

All obligations of the City within this Agreement shall be fully contingent upon the satisfactory resolution of the conditions precedent listed below in this Article II. In the event any of the conditions precedent listed below are resolved, then the City may terminate this Agreement without further obligation of the City and without recourse by the Seller.

Section 2.01 City Council & Conservation Commission Approval Required.

The parties acknowledge that the City cannot acquire the Parcel unless and until the City Council and the City's Conservation Commission approve this Purchase and Sale Agreement, the expenditure of funds, and the City Council authorizes the City Manager to complete the process of acquiring the Parcel. The City Council and the City's Conservation Commission must do so pursuant to a duly noticed and authorized vote of each body. The failure or refusal of the City Council and/or the Conservation Commission to approve the City's acquisition of the Parcel as set forth in this Purchase and Sale Agreement by January 15, 2022, shall enable either party the right to terminate this Agreement without further obligation and recourse to the other. .

Section 2.02 Agreement on, and Final Approval of Subdivision and Parcel Boundaries

The parties acknowledge that the Parcel has yet to be defined by exact boundaries, monuments, or metes/bounds, meaning the Parcel location still remains to be determined as well. The final boundaries of the Parcel will be a minimum of ten acres and will be shown on a subdivision plan being prepared by the Seller, subject to review and approval of the Buyer, substantially as shown on the Concept Plan. If the Seller and Buyer cannot agree on the boundaries and location of the Parcel, or if the subdivision is not approved by the city of Dover Planning Board by March 1, 2022, then either party may terminate this Agreement without further obligation or recourse. Furthermore, if the Seller cannot obtain the project approvals,

then Buyer may terminate this Agreement without further obligation and without recourse by the Seller. The City Council's approval of this Agreement shall constitute approval for City staff to seek or join in seeking any necessary land use approvals to subdivide and define the Parcel consistent with the Concept Plan.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Seller.

The Seller represents, warrants, and covenants for the benefit of the City as follows:

(a) *Organization.* The Seller is a limited liability company duly organized and validly existing under the laws of the State of New Hampshire and has the power and authority to own its properties and assets and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) *Authority.* The Seller has the power and authority to enter into and to perform its obligations under this Purchase and Sale Agreement, and has taken all action necessary to cause this Purchase and Sale Agreement to be executed and delivered, and this Purchase and Sale Agreement has been duly and validly executed and delivered by the Seller.

(c) *Binding Obligation.* This Purchase and Sale Agreement is a legal, valid and binding obligation of the Seller, enforceable against the Seller and the City in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by the Seller of this Purchase and Sale Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Seller a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Purchase and Sale Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Seller: (i) in any way questioning the due formation and valid existence of the Seller; (ii) in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Seller or any of its principals, or its ability to perform its obligations under this Purchase and Sale Agreement.

(f) *Compliance with Laws.* The Seller shall not, with knowledge, commit, suffer or permit any act to be done in, upon the Parcel in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Parcel.

Section 3.02 Representations of the City.

The City represents and warrants to the Seller as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State of New Hampshire and has the full legal right, power and authority to enter into this Purchase and Sale Agreement, and to carry out and consummate the transactions on its part, subject to City Council approval.

(b) *Authority.* Upon execution of this Purchase and Sale Agreement by the City Manager and subject to the contingencies and conditions precedent in Article II above, the City, by all necessary official action of the City, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance by the City of the obligations on its part contained in this Purchase and Sale Agreement, such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Purchase and Sale Agreement shall have been duly executed and delivered and is enforceable against the City, subject to bankruptcy and other equitable principles.

(c) *Litigation.* There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the City in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby.

Section 3.03 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting the City's or the Seller's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes or statutes relating to the City's intended use of or improvements for the Parcel.

ARTICLE IV

BUYER'S ACQUISITION OF PARCEL

Section 4.01 Acquisition Terms; Purchase Price; Deposit

Upon satisfaction of the conditions set forth in this Article IV and the conditions precedent in Article II, the City shall purchase and the Seller shall sell the Parcel. The purchase price for the Parcel is Three Hundred Eighty Thousand Dollars even (\$380,000.00) (the "Purchase Price") and other good and valuable consideration, to be paid at the Closing via a bank or certified check or wire or similar means. The Seller shall convey the Parcel by warranty deed, conveying the Parcel "as is", "where is", and "with all faults", as to its physical condition.

Section 4.02 Closing Date and Location.

The closing date for the conveyance of the Parcel shall be at a date/time mutually agreed to by the parties and shall occur no later than April 1, 2022 TIME BEING OF THE ESSENCE (the "Closing Date"). The Closing Date may only be extended by mutual agreement of the parties in writing. The Closing shall take place at City Hall in Dover, New Hampshire unless otherwise agreed to by the parties.

Section 4.03 Other Closing Terms and Conditions.

(a) *Transfer Tax and Legal Review.* The City believes the City's acquisition of the Parcel is exempt from New Hampshire Real Estate Transfer Tax by virtue of RSA 78-B:2, I. If the transfer is not exempt or fully exempt, the parties shall be responsible for their own respective transfer tax obligations as buyer or seller in accordance with RSA chapter 78-B.

(b) *Survey and Deed.* The City shall have the right, but not the obligation, for the performance and payment of any and all survey or other delineations in connection with the conveyance of the Parcel to the City. Furthermore, provided the Seller or Seller's consultant can provide a metes/bounds legal description for the Parcel, the City shall also generate a deed necessary for transfer of the Parcel and associated recording of the deed.

(c) *Inspections/Appraisals.* The City shall have the right, but not the obligation, to conduct one or more inspections and professional appraisals of the Parcel. The Seller hereby grants the City permission to enter the Parcel, with reasonable advance notice, for purposes of inspections and appraisals, and agrees to cooperate in good faith to accommodate such inspections or appraisals.

(c) *Title.* The Seller must convey clear, insurable, title to the Parcel. If the City determines that there are any matters of title affecting the Parcel which shall prevent or impede the City from acquiring the Parcel by the Closing Date, the City shall provide prompt written notice to the Seller of the specific title matter(s) and the proposed resolution of the matter(s). Thereafter, the Seller shall have a reasonable period of time, until the Closing Date, to cure such matter(s). If the matter cannot be satisfactorily cured by the Closing Date, then the City shall have the option to terminate this Agreement without recourse or further obligation. If the Closing Date can be extended to accommodate efforts to cure, the parties agree to discuss a reasonable extension in good faith. No payment for the extension of the Closing Date, based on title matters which the Seller must cure, shall be required. If the Seller elects not to undertake such cure or fails to effect a cure within such time period, then the City may elect to (or not to) purchase the Parcel, failing which this Purchase and Sale Agreement shall terminate. The Seller shall convey the Parcel subject to all matters of title as of the expiration of the period for reviewing title, subject to any matters which the City satisfactorily cures or deems acceptable.

(d) *Certificates, Opinions and Due Authority.* At the Closing, the Seller shall deliver a certificate executed by the Seller with attached organizational documents, authorizing resolutions and a certificate of good standing, in form and substance satisfactory to the City.

Each party also agrees to deliver such other opinions, affidavits, disclosures, certificates and documents reasonably requested by the other respective party related to the Closing.

(e) *Risk of Loss.* Until the Closing, the Seller shall bear all risk of loss to the Parcel, and all costs and liabilities arising from the ownership of the Parcel.

(f) *Land Use Change Tax:* Seller shall be solely responsible for paying any Land Use Change Tax ("LUCT") due with respect to this sale of the Parcel to the City, but not thereafter. The parties intend this purchase and sale as a fee simple transaction, and as such the Seller is responsible for payment of real estate taxes through (and including) the date of transfer of the Parcel to the City, and the City shall be responsible for payment of any real estate taxes due on the Parcel thereafter.

ARTICLE V

MISCELLANEOUS

Section 5.01 Agreement Termination.

In the event a contingency cannot be satisfactorily cleared or addressed, and/or in the event the contingencies and conditions precedent listed in Article 2 above cannot be fulfilled, the City shall have the right to terminate this Agreement without recourse or further obligation by written notice provided to the Seller by the City at any time prior to closing.

Section 5.02 Release and Indemnification.

The Seller releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Seller, its agents or anyone who is directly employed by Seller in connection with the Seller's performance of its duties and obligations under this Purchase and Sale Agreement, including any due diligence or inspections that the Seller undertakes with respect to the Parcel until the Closing Date; provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Purchase and Sale Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and/or the City's respective officers, attorneys, agents and employees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council or any officer, attorney,

board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Seller, and the Seller upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings with counsel acceptable to both parties. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Seller in writing, or (ii) the Seller has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Seller, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Seller, in which case, if the indemnified party notified the Seller in writing that it elects to employ separate counsel at the Seller expense, the Seller shall not have the right to assume the defense of such action on behalf of such indemnified party and the Seller shall be responsible for payment of the fees and expense of such separate counsel.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Purchase and Sale Agreement.

Section 5.03 Notices.

Any notice, payment or instrument required or permitted by this Purchase and Sale Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City: City Manager
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

With a copy to: City Attorney
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

Seller: **ARCH STREET DOVER, LLC**
PO Box 278, 20 Arch Street, Dover, NH 03820

With a copy to: John K.Bosen, Esquire_____
Bosen & Associates, PLLC_____
266 Middle Street_____
Portsmouth, NH 03801_____

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 5.04 Severability.

If any part of this Purchase and Sale Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Purchase and Sale Agreement shall be given effect to the fullest extent possible.

Section 5.05 Successors and Assigns.

This Purchase and Sale Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Assignment of this Agreement by the Seller shall not be permitted without the prior written consent of the City. In connection with any such consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Seller hereunder or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment of this Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the City.

Section 5.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Purchase and Sale Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Purchase and Sale Agreement thereafter.

Section 5.07 Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Purchase and Sale Agreement shall be binding.

Section 5.08 Parties in Interest.

Nothing in this Purchase and Sale Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Seller any rights, remedies or claims under or by reason of this Purchase and Sale Agreement

or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Purchase and Sale Agreement contained by or on behalf of the City or the Seller shall be for the sole and exclusive benefit of the City and the Seller.

Section 5.09 Amendment.

This Purchase and Sale Agreement may be amended, from time to time, by written supplement hereto and executed by both the City, through the City Manager, and the Seller.

Section 5.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Agreement.

Section 5.11 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 5.12 Counterparts.

This Purchase and Sale Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.13 Effective Date.

This Purchase and Sale Agreement shall be effective as of the dated date of this Purchase and Sale Agreement.

Section 5.14 Default.

In the event of a default by a party, and unless otherwise specified in this Purchase and Sale Agreement, the non-defaulting party shall have any and all rights and remedies under this Agreement, at law or in equity, including the right of specific performance.

Section 5.15 Broker.

The City has not employed the services of a broker, agent, finder or other person in connection with the transactions contemplated pursuant to this Purchase and Sale Agreement. The City is not responsible for any fees, expenses, or other amounts as may be due between the Seller and any broker, agent, finder or other such person.

Section 5.16 Encumbrance.

At no time prior to the closing shall the Seller in any way encumber the Parcel.

Section 5.17 Choice of Law.

This Agreement has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

Section 5.18 Immunities

Nothing within this Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Dover, which immunities are hereby reserved to the City of Dover. This covenant shall survive the termination of this Agreement's conclusion.

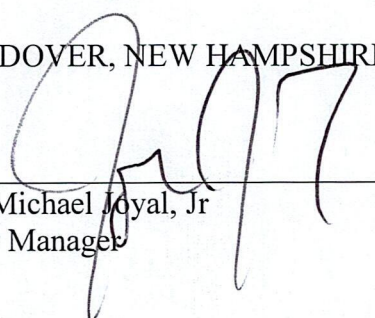
Section 5.19 Right to Know

Confidentiality of any and all information/data held by the City of Dover under or related to this Agreement shall be governed by the provisions of New Hampshire RSA Chapter 91-A and applicable law. The City makes no representations that this Agreement is confidential, or that the City regards this Agreement as confidential in any way.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

By: 

Name: J. Michael Joyal, Jr

Title: City Manager

ARCH STREET DOVER, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement
as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

By: _____
Name: J. Michael Joyal, Jr
Title: City Manager

ARCH STREET DOVER, LLC

By:  _____
Name:
Title:

Exhibit A

Arch Street Dover LLC



Property Information
Property ID: 11014-000000
Location: ARCH ST
Owner: ARCH STREET DOVER LLC
Land Use: 130



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Dover, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/3/2021
Data updated Daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

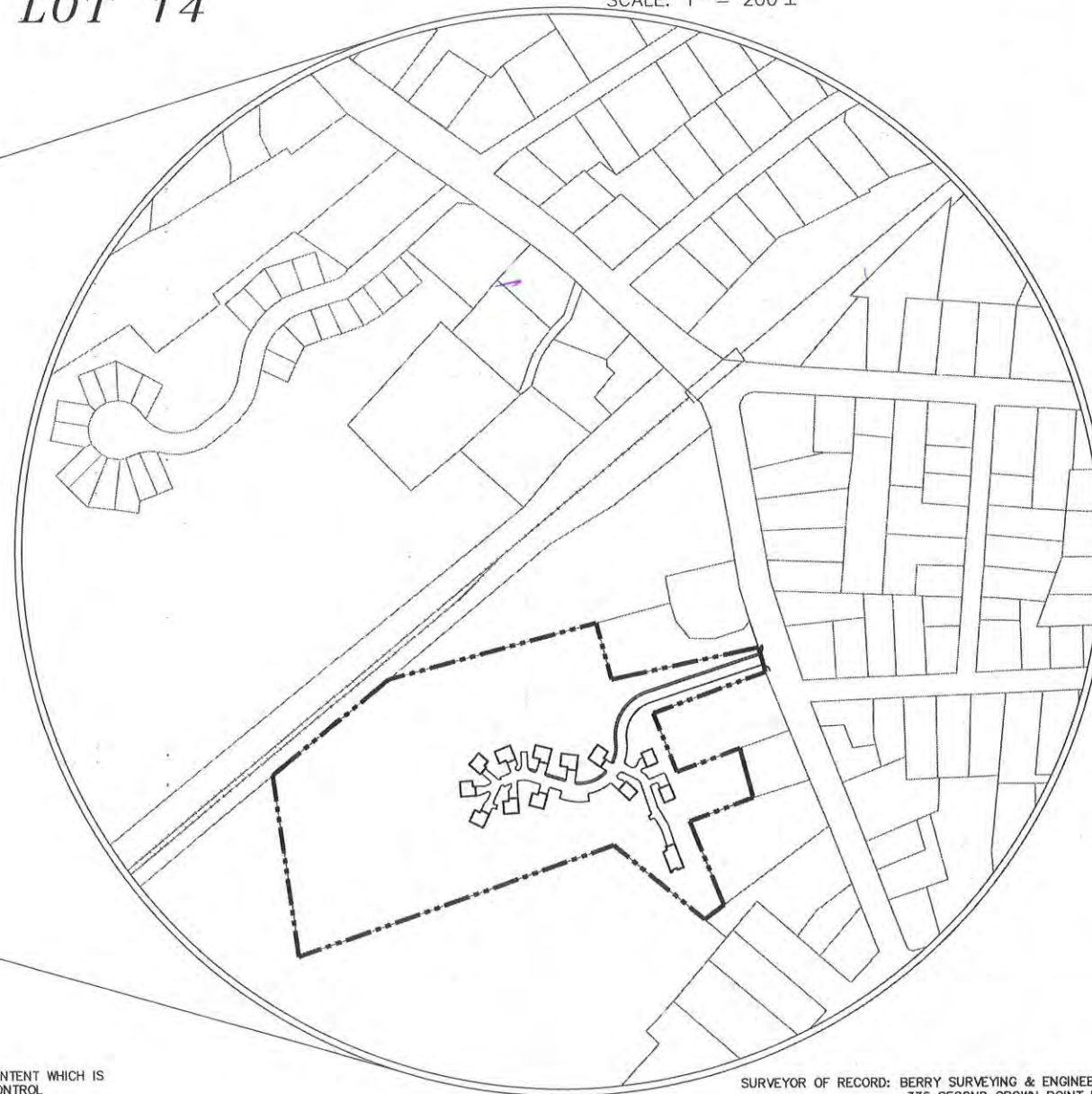
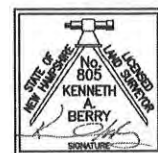
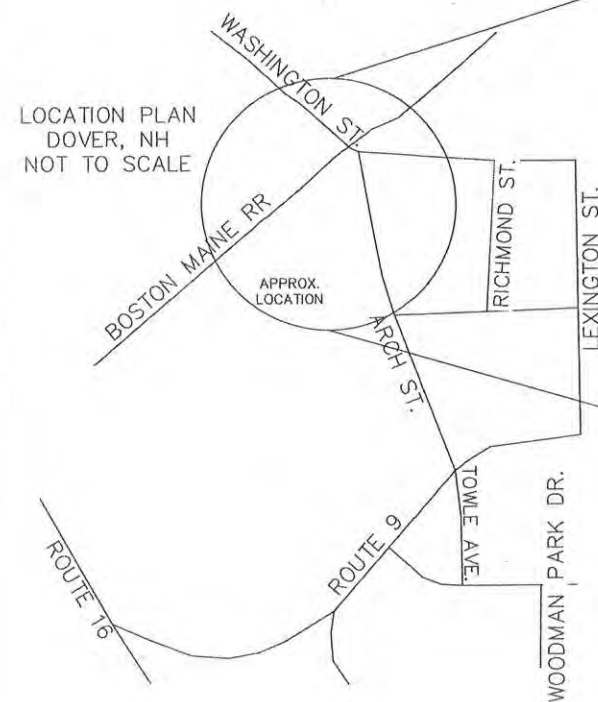
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SHEET 17	SEDIMENT & EROSION CONTROL PLAN ISABELLA DRIVE
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SHEET 22	CROSS SECTIONS ISABELLA 4+25 - 7+25
SHEET 23	CROSS SECTIONS ISABELLA 7+40.98 - 8+17.56 & ADAMS DRIVE 0+00 - 2+50
SHEET 24 & 25	EROSION CONTROL DETAILS ~ E101-E102
SHEET 26	DRAINAGE DETAILS ~ D101
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THE PRESERVE OPEN SPACE SUBDIVISION FOR MARK & SUZANNE JONES ARCH STREET DOVER, NH TAX MAP 11, LOT 14

TAX MAP SKETCH
DOVER, N.H.
SCALE: 1" = 200'±

CONSTRUCTION HOURS SHALL BE LIMITED TO MONDAY-FRIDAY 7AM-6PM, SATURDAY 8AM-5PM, NO SUNDAY HOURS. HOURS OF CONSTRUCTION SHALL BE DOCUMENTED ON A SITE CONSTRUCTION SIGN ALONG WITH THE CONTACT INFORMATION FOR THE GENERAL CONTRACTOR. SAID SIGNAGE SHALL BE LOCATED AND APPROVED BY THE CITY ENGINEER OR DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT.



GENERAL PLAN SET NOTES:

1. PLANS PRINTED TO 11"x17" ARE HALF THE PUBLISHED SCALE.
2. UNLESS PLANS ARE STAMPED AND SIGNED BY THE PLANNING BOARD CHAIR, THEY ARE CONSIDERED PRELIMINARY AND ARE NOT FOR CONSTRUCTION.

REQUIRED PERMITS:

NOI ~ SWPPP ~ TO BE ON FILE 3 WEEKS BEFORE CONSTRUCTION

BERRY SURVEYING & ENGINEERING CAN PROVIDE THE SWPPP AND THE FILING OF THE NOTICE OF INTENT WHICH IS REQUIRED BY THE EPA. A CAPABLE AND KNOWLEDGEABLE PERSON IS TO DO ON-SITE EROSION CONTROL INSPECTIONS PER THE NOTICE OF INTENT. BERRY SURVEYING & ENGINEERING CAN PROVIDE THIS SERVICE IF REQUESTED.

A PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE CONSTRUCTION ACTIVITIES TAKE PLACE. THOSE PRESENT SHOULD INCLUDE THE OWNER OF RECORD, DESIGN ENGINEER, CONSTRUCTION MANAGER, CITY ENGINEER OR DESIGNEE, AND HEAD OF THE PLANNING DEPARTMENT OR DESIGNEE.

NOTE:

BERRY SURVEYING & ENGINEERING HAS PREPARED AN INSPECTION & MAINTENANCE MANUAL AS PART OF THIS PROJECT'S DOCUMENTATION. ALL USERS ARE BOUND TO THIS DOCUMENT AS PART OF THE APPROVAL OF THE PLANNING BOARD. COPIES OF THE YEARLY INSPECTIONS ARE TO BE DELIVERED TO THE CEO AS DIRECTED IN THE MANUAL.

OWNER: MARK & SUZANNE JONES
317 HAROLDSON DR
CORPUS CHRISTI, TX 78412

DEVELOPER: MARK & SUZANNE JONES
317 HAROLDSON DR
CORPUS CHRISTI, TX 78412

SURVEYOR OF RECORD: BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT RD.
BARRINGTON, NH 03825
(603) 332-2863

ENGINEER OF RECORD: BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT RD.
BARRINGTON, NH 03825
(603) 332-2863

WETLAND SCIENTIST OF RECORD: PETER W. SPEAR
CWS #103
(603) 729-0214

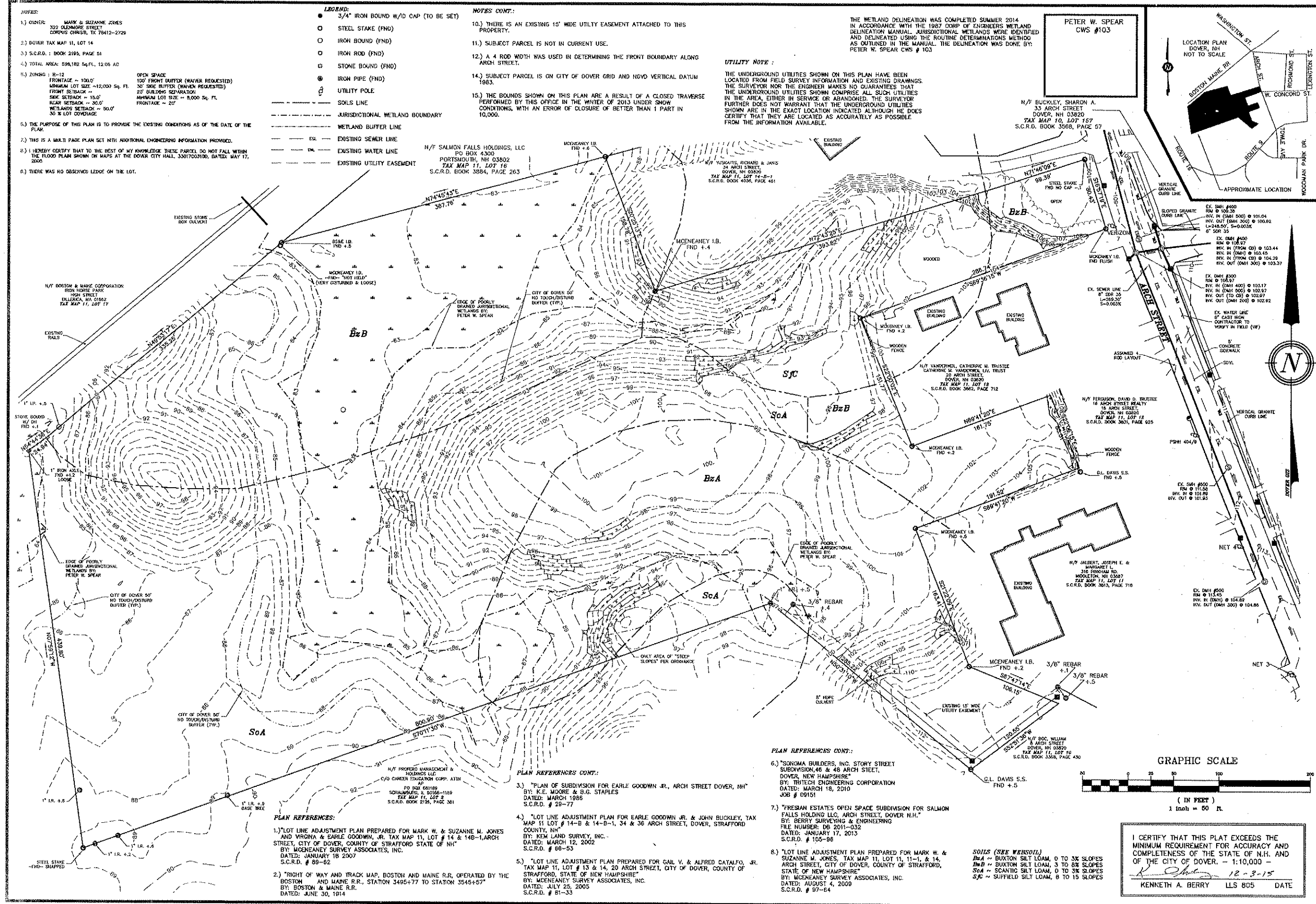
DOVER PLANNING FILE: 15-16

REVISION	DATE	REVISED PER TRC COMMENTS	DESCRIPTION
#1	11/3/15		

"THE PRESERVE" OPEN SPACE SUBDIVISION
FOR
MARK & SUZANNE JONES
ARCH STREET
DOVER, N.H.
TAX MAP 11, LOT 14

BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT RD.
BARRINGTON, N.H. 332-2863
SCALE: AS NOTED
DATE: MARCH 16, 2015
FILE NO.: DB 2013-010

RECEIVED
Planning Office
DEC 04 2015
Dover, New Hampshire



NOTES:
1.) OWNER: MARK & SUZANNE JONES
322 OLDSMOORE STREET
DOVER, NH 03820
2.) DOVER TAX MAP 11, LOT 14
3.) S.C.R.D.: BOOK 2195, PAGE 51
4.) TOTAL AREA: 596,182 Sq. Ft., 12.05 AC
5.) ZONING: R-12
FRONTAGE ~ 100.0'
MINIMUM LOT SIZE ~ 12,000 Sq. Ft.
FRONT SETBACK ~ 10.0'
SIDE SETBACK ~ 15.0'
REAR SETBACK ~ 30.0'
WETLANDS SETBACK ~ 50.0'
30% LOT COVERAGE
6.) THE PURPOSE OF THIS PLAN IS TO PROVIDE THE EXISTING CONDITIONS AS OF THE DATE OF THE PLAN.
7.) THIS IS A MULTI-PAGE PLAN SET WITH ADDITIONAL ENGINEERING INFORMATION PROVIDED.
8.) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PARCELS DO NOT FALL WITHIN THE FLOOD PLAIN SHOWN ON MAPS AT THE DOVER CITY HALL, 3307 COOCH ROAD, DATED MAY 17, 2005.
9.) THERE WAS NO OBSERVED LEDGE ON THE LOT.

LEGEND:
● 3/4" IRON BOUND W/D CAP (TO BE SET)
○ STEEL STAKE (FND)
○ IRON BOUND (FND)
○ IRON ROD (FND)
□ STONE BOUND (FND)
⊙ IRON PIPE (FND)
— SOILS LINE
--- JURISDICTIONAL WETLAND BOUNDARY
--- WETLAND BUFFER LINE
--- ES. EXISTING SEWER LINE
--- EM. EXISTING WATER LINE
--- EXISTING UTILITY EASEMENT

NOTES CONT.:
10.) THERE IS AN EXISTING 15' WIDE UTILITY EASEMENT ATTACHED TO THIS PROPERTY.
11.) SUBJECT PARCEL IS NOT IN CURRENT USE.
12.) A 4 ROD WIDTH WAS USED IN DETERMINING THE FRONT BOUNDARY ALONG ARCH STREET.
13.) SUBJECT PARCEL IS ON CITY OF DOVER GRID AND NGVD VERTICAL DATUM 1983.
14.) THE BOUNDS SHOWN ON THIS PLAN ARE A RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN THE WINTER OF 2013 UNDER SHOW CONDITIONS, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.

UTILITY NOTE:
THE UNDERGROUND UTILITIES SHOWN ON THIS PLAN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

PETER W. SPEAR
CWS #103
N/F BUCKLEY, SHARON A.
33 ARCH STREET
DOVER, NH 03820
TAX MAP 10, LOT 167
S.C.R.D. BOOK 3568, PAGE 57
N/F SALMON FALLS HOLDINGS, LLC
PO BOX 4300
PORTSMOUTH, NH 03802
TAX MAP 11, LOT 16
S.C.R.D. BOOK 3884, PAGE 263
N/F YUSKATIS, RICHARD & JANE
34 WEST STREET
DOVER, NH 03820
TAX MAP 11, LOT 14-B-1
S.C.R.D. BOOK 4036, PAGE 451
N/F VANDERKAM, CATHERINE M. TRUSTEE
CATHERINE M. VANDERKAM TRUST
20 ARCH STREET
DOVER, NH 03820
TAX MAP 11, LOT 12
S.C.R.D. BOOK 3661, PAGE 712
N/F FERGUSON, DAVID O. TRUSTEE
18 ARCH STREET REALTY
18 ARCH STREET
DOVER, NH 03820
TAX MAP 11, LOT 11
S.C.R.D. BOOK 3631, PAGE 625
N/F JALBERT, JOSEPH E. & WARGENT
316 FERRIS RD.
WOODSTON, NH 03597
TAX MAP 11, LOT 11
S.C.R.D. BOOK 3013, PAGE 716
G.L. DAVIS S.S.
FND +5
EX. S&W #500
RM @ 113.45
INV. IN (D&H 200) @ 104.62
INV. OUT (D&H 200) @ 104.88
EX. S&W #400
RM @ 108.35
INV. IN (D&H 500) @ 101.04
INV. OUT (D&H 500) @ 100.82
L-245.95, S=0.003X
0' SQR 35
EX. S&W #400
RM @ 108.35
INV. IN (D&H 500) @ 103.44
INV. IN (D&H 500) @ 103.45
INV. IN (FROM CS) @ 104.29
INV. OUT (D&H 200) @ 103.37
EX. S&W #300
RM @ 105.97
INV. IN (D&H 400) @ 103.17
INV. IN (D&H 500) @ 102.97
INV. OUT (TO CS) @ 102.97
INV. OUT (D&H 200) @ 102.92
EX. WATER LINE
0' CAST IRON
CONTRACTOR TO VERIFY IN FIELD (W)

DOVER PLANNING FILE: P15-016
#1
11/3/15
REVISION
DATE
REVISOR
DESCRIPTION

EXISTING CONDITIONS PLAN
FOR
MARK & SUZANNE JONES
ARCH STREET
DOVER, N.H.
TAX MAP 11, LOT 14

BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 {332-2863}
SCALE: 1 IN. EQUALS 50 FT.
DATE: MARCH 16, 2015
FILE NO.: DB 2013-010

I CERTIFY THAT THIS PLAN EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE CITY OF DOVER, - 1:10,000 -
12-3-15
KENNETH A. BERRY LLS 805 DATE
SHEET 3 OF 35

NOTES:

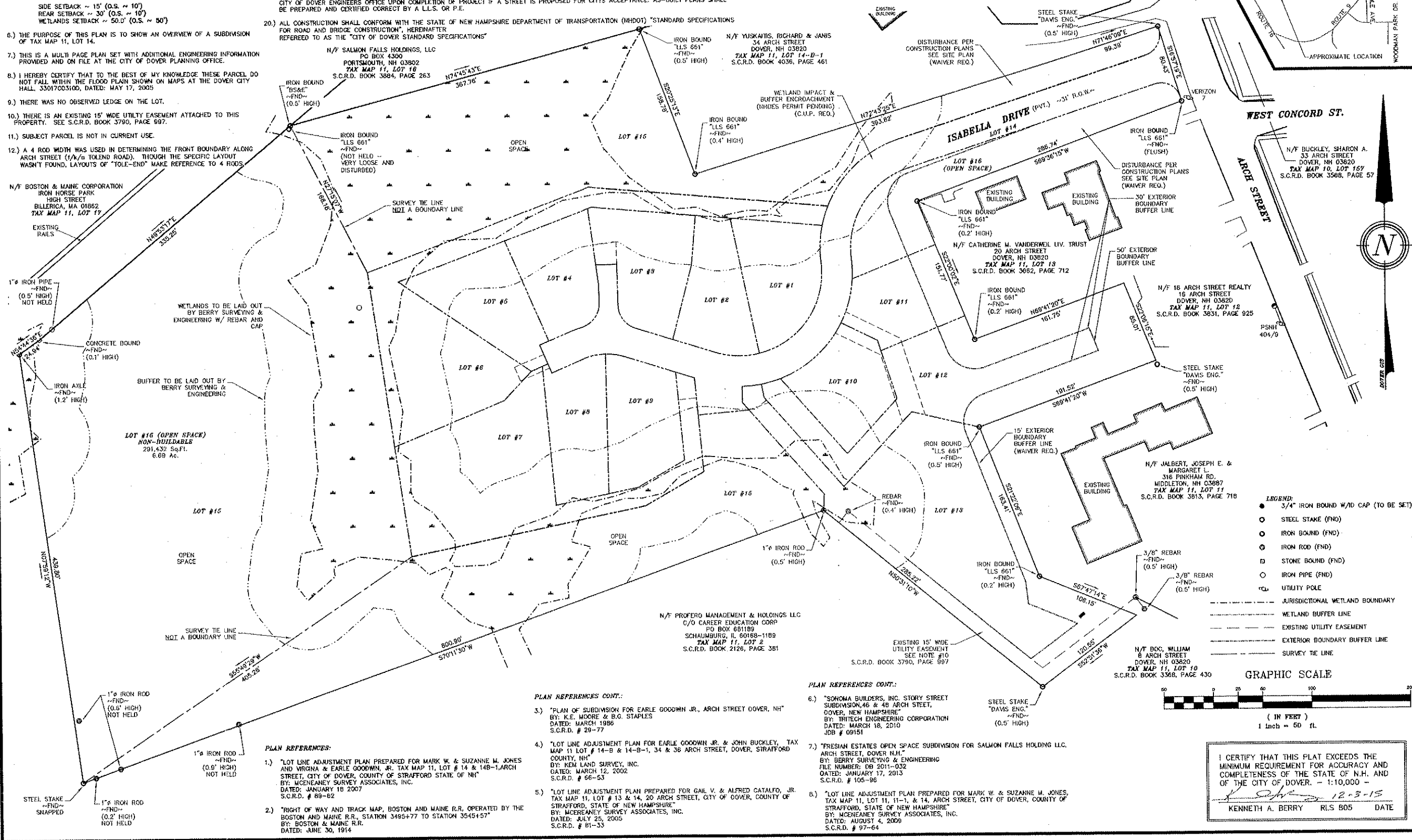
- OWNER: MARK & SUZANNE JONES
322 GLENMORE STREET
CORPUS CHRISTI, TX 78412-2729
- DOVER TAX MAP 11, LOT 14
- S.C.R.D. : BOOK 2195, PAGE 51
- TOTAL AREA: 526,182 Sq.Ft., 12.08 AC
- ZONING: R-12 (OPEN SPACE)
FRONTAGE ~ 100' (O.S. ~ 20')
FRONT BUFFER ~ 0' (O.S. ~ 100'-WAIVER REQUESTED)
MINIMUM LOT SIZE ~ 12,000 Sq.Ft. (O.S. ~ 8,000 Sq. Ft.)
EXTERNAL BOUNDARIES BUFFER ~ 0' (O.S. 30'-WAIVER REQUESTED)
FRONT SETBACK ~ AVERAGE OF LOTS WITHIN 500' (O.S. ~ 10')
SIDE SETBACK ~ 15' (O.S. ~ 10')
REAR SETBACK ~ 30' (O.S. ~ 10')
WETLANDS SETBACK ~ 50.0' (O.S. ~ 50')
- THE PURPOSE OF THIS PLAN IS TO SHOW AN OVERVIEW OF A SUBDIVISION OF TAX MAP 11, LOT 14.
- THIS IS A MULTI PAGE PLAN SET WITH ADDITIONAL ENGINEERING INFORMATION PROVIDED AND ON FILE AT THE CITY OF DOVER PLANNING OFFICE.
- I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PARCEL DO NOT FALL WITHIN THE FLOOD PLAIN SHOWN ON MAPS AT THE DOVER CITY HALL, 33017003100, DATED: MAY 17, 2005
- THERE WAS NO OBSERVED LEDGE ON THE LOT.
- THERE IS AN EXISTING 15' WIDE UTILITY EASEMENT ATTACHED TO THIS PROPERTY. SEE S.C.R.D. BOOK 3790, PAGE 997.
- SUBJECT PARCEL IS NOT IN CURRENT USE.
- A 4 ROAD WIDTH WAS USED IN DETERMINING THE FRONT BOUNDARY ALONG ARCH STREET (1/4 TO TOLAND ROAD). THROUGH THE SPECIFIC LAYOUT WASN'T FOUND, LAYOUTS OF "TOLE-END" MAKE REFERENCE TO 4 ROADS.

NOTES CONT.:

- SUBJECT PARCEL IS ON CITY OF DOVER GRID (NAD27) AND NAVD83 VERTICAL DATUM. COORDINATES GATHERED USING SURVEY GRADE GPS.
- THE BOUNDS SHOWN ON THIS PLAN ARE A RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN THE WINTER OF 2013 UNDER SNOW CONDITIONS, WITH AN ERROR OF CLOSURE OF BETTER THAN 1 PART IN 10,000.
- SUBJECT PARCEL IS SERVED BY MUNICIPAL WATER AND SEWER, ALL ON-SITE UTILITIES SHALL BE INSTALLED UNDERGROUND.
- A SHARED DRIVEWAY ENTRANCE IS REQUIRED BETWEEN LOTS 5, 6, & 7, AND 11, 12, & 13.
- WRITTEN DIMENSIONS ON THIS PLAN TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL USE CAUTION WHEN SCALING REPRODUCED PLANS. IN THE EVENT OF A CONFLICT BETWEEN THIS PLAN SET AND ANY OTHER DRAWINGS AND/OR SPECIFICATIONS, THE ENGINEER SHALL BE NOTIFIED BY THE CONTRACTOR.
- CONSTRUCTION HOURS SHALL BE LIMITED TO MONDAY-FRIDAY 7AM-6PM, SATURDAY 8AM-5PM, NO SUNDAY HOURS. HOURS OF CONSTRUCTION SHALL BE DOCUMENTED ON A SITE CONSTRUCTION SIGN ALONG WITH THE CONTACT INFORMATION FOR THE GENERAL CONTRACTOR, SAID SIGNAGE SHALL BE LOCATED AND APPROVED BY THE CITY ENGINEER OR DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT.
- AS-BUILT PLANS OF THE SUBDIVISION SHALL BE SUBMITTED ON A REPRODUCIBLE MYLAR MEDIUM AND IN A DIGITAL DXF FORMAT ON DISK TO THE CITY OF DOVER ENGINEERS OFFICE UPON COMPLETION OF PROJECT IF A STREET IS PROPOSED FOR CITY'S ACCEPTANCE. AS-BUILT PLANS SHALL BE PREPARED AND CERTIFIED CORRECT BY A L.L.S. OR P.E.
- ALL CONSTRUCTION SHALL CONFORM WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT) "STANDARD SPECIFICATIONS" REFERRED TO AS THE "CITY OF DOVER STANDARD SPECIFICATIONS"

NOTES CONT.:

- THE LIMITS OF CONSTRUCTION DISTURBANCE THAT ARE LOCATED IN OR WITHIN THE 50' BUFFER OF CONSERVATION AND WETLAND DISTRICTS SHALL BE STAKED, FLAGGED AND CLEARLY IDENTIFIED PRIOR TO THE COMMENCEMENT OF SITE WORK.
- ALL TREATMENT SWALES TO BE CONSTRUCTED SHALL HAVE SOD BOTTOMS.
- A PRE-CONSTRUCTION CONFERENCE WITH THE DEVELOPER, THE DESIGN ENGINEER, THE EARTHWORK CONTRACTOR AND THE CITY ENGINEER SHALL OCCUR PRIOR TO ANY EARTH DISTURBING ACTIVITY.
- A LETTER OF CREDIT FOR THE COST OF RE-VEGETATING ALL DISTURBED AREAS ON THE SITE SHALL BE SUBMITTED PRIOR TO ANY EARTH DISTURBING ACTIVITY OCCURS.
- STREET ADDRESSES FOR EACH LOT SHALL BE ASSIGNED BY THE BUILDING INSPECTOR AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- THE PROPOSED USE FOR THE SITE IS SINGLE FAMILY RESIDENCES.



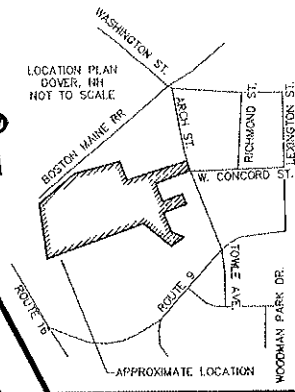
PLAN REFERENCES CONT.:

- "PLAN OF SUBDIVISION FOR EARLE GOODWIN JR., ARCH STREET DOVER, NH" BY: K.E. MOORE & B.O. STAPLES DATED: MARCH 1985 S.C.R.D. # 29-77
- "LOT LINE ADJUSTMENT PLAN FOR EARLE GOODWIN JR. & JOHN BUCKLEY, TAX MAP 11 LOT # 14-B & 14-B-1, 34 & 36 ARCH STREET, DOVER, STRAFFORD COUNTY, NH" BY: KEM LAND SURVEY, INC. DATED: MARCH 12, 2002 S.C.R.D. # 56-53
- "LOT LINE ADJUSTMENT PLAN FOR GAIL V. & ALFRED CATALFO, JR. TAX MAP 11, LOT # 13 & 14, 20 ARCH STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE" BY: MCNEANEY SURVEY ASSOCIATES, INC. DATED: JULY 25, 2005 S.C.R.D. # 81-33

PLAN REFERENCES CONT.:

- "SOHOMA BUILDERS, INC. STORY STREET SUBDIVISION, 46 & 48 ARCH STREET, DOVER, NEW HAMPSHIRE" BY: WHITE ENGINEERING CORPORATION DATED: MARCH 18, 2010 JDB # 09151
- "FRESIAN ESTATES OPEN SPACE SUBDIVISION FOR SALMON FALLS HOLDING LLC, ARCH STREET, DOVER, N.H." BY: BERRY SURVEYING & ENGINEERING FILE NUMBER: DB 2011-032 DATED: JANUARY 17, 2013 S.C.R.D. # 105-96
- "LOT LINE ADJUSTMENT PLAN FOR MARK W. & SUZANNE M. JONES, TAX MAP 11, LOT # 11-1, & 14, ARCH STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE" BY: MCNEANEY SURVEY ASSOCIATES, INC. DATED: AUGUST 4, 2009 S.C.R.D. # 97-64

PETER W. SPEAR
CWS #103



DOVER PLANNING FILE: P15-016

REVISION	DATE	DESCRIPTION
#1	11/3/15	REVISED PER TRC COMMENTS

OPEN SPACE SUBDIVISION OVERVIEW
FOR
MARK & SUZANNE JONES
ARCH STREET
DOVER, N.H.
TAX MAP 11, LOT 14

BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 {332-2863}
SCALE: 1 IN. EQUALS 50 FT.
DATE: MARCH 16, 2015
FILE NO.: DB 2013-010

