

CITY OF DOVER

DOVER CONSERVATION COMMISSION – AGENDA

REVISED

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue Dover NH
Meeting Date: Monday, January 10, 2022
Meeting Time: 5:30 pm

1. CALL TO ORDER AND ROLL CALL
2. ANNUAL NOMINATIONS AND ELECTION OF OFFICERS FOR 2022
3. CITIZENS' FORUM
4. APPROVAL OF THE PRIOR MEETING MINUTES – December 13, 2021
5. OLD BUSINESS
6. NEW BUSINESS
 - A. NHDES Standard Dredge and Fill Wetlands Permit Application for Harlech LLC (Agent: Altus Engineering Inc.), Assessor's Map 31, Lot 5, zoned CBD-T, located at 47 Chestnut Street. Proposal is to replace and existing culvert and add new outlet protection creating 350 square feet of mostly temporary impacts to the Cochecho riverbank.
 - B. Conservation Commission vote on the Purchase and Sales Agreement between Arch Street LLC and the City of Dover for the vacant 10-acre parcel known as Map 11, Lot 14, located behind 20 Arch Street.
7. REPORT FROM THE CHAIR
 - A. Review of Correspondence Received From NH Department of Environmental Services
8. OTHER BUSINESS
 - A. Update From Committee on Amendments to Wetland Protection District Ordinance
9. 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, December 13, 2021
Meeting Time:	5:30 pm

MEMBERS PRESENT: Bill Hunt (Chair), Steve Fellows (Vice Chair), Jason Aube, Richard Erickson, Robert Atwood, Bruce Batchelder (Alternate), Kristen Murphy (Alternate)

Absent (Excused): Amy Kramer-Perry, Abigail Lyon

Absent (Un-excused):

STAFF PRESENT: Jackson Kaspari – Resilience Coordinator

OTHERS PRESENT: Councilor Lindsey Williams, Anna Boudreau (OLC Chair), Leslie Herd (OLC Member)

1. CALL TO ORDER AND ROLL CALL

The meeting was 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 – November 8, 2021

K. Murphy moved to approve the November 8, 2021 minutes, B. Batchelder seconded. Vote: 4 yes, 3 abstentions.

4. OLD BUSINESS: NONE

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.

J. Kaspari introduced the project and explained the advantages of conserving the property including:

- Proximity of the parcel to Woodman Park and a senior living center.
- Air quality benefits near downtown and a natural barrier to Route 16.
- Aquifer filtration due to the features present.
- Protection of wetlands and wildlife habitat that supports deer, owls and hawks.
- A potential space for a sizable community garden in the fielded portion of the parcel.
- A trail loop which could coincide with a picnic area.
- Recreation and conservation use instead of the build-out of the proposed 16 lot subdivision approved in 2015.

B. Hunt opened the public hearing.



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A. Boudreau: We've worked on this project for over a year. The OLC is excited about it due to the qualities that J. Kaspari highlighted. Purchasing the property was a better fit to create an urban pocket park. A joint plan would be developed in regards to the conservation and recreational uses. Boundaries would be marked to avoid encroachment issues. Several committees would be involved in trail and community garden creation.

J. Aube: In terms of the aquifer recharge, are there wetlands on the property?

J. Kaspari: There are wetlands on the property. There may also be vernal pools but those have not been confirmed by a wetland's scientist.

L. Herd: Relatively new member of the OLC and have learned a lot about the process and determining whether or not a parcel meets criteria to be pursued for purchase.

B. Hunt: Anna, what is the access to this property like?

A. Boudreau: Unsure of the specifics but there would be access for some City equipment if needed.

J. Kaspari: There is room for a small parking area off of Arch street. There is also the potential for access from the other side near Silver Square. An agreement would need to be in place between the private owners and the City.

J. Aube: Have the wetlands been delineated do you know where they are?

J. Kaspari: The wetlands have been delineated as shown on this plan set. The potential community garden would likely go in the center of the fielded area. Trail loop could align with the high point as shown by the topography.

B. Hunt: Can you point out Silver Square?

J. Kaspari: Silver Square would be in this area and can be seen more clearly on the abutter map.

B. Hunt closed the public hearing.

J. Aube: Is there opportunity for some public art display or educational signage to highlight where the wetlands are located?

J. Kaspari: Yes, signage is a good idea. Between the Planning and Recreation Departments we could likely come up with something.

S. Fellows: What is the balance in the Conservation Fund?



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J. Kaspari: Steve had mentioned the exact number which should be in the minutes but it is over \$1,000,000.

S. Fellows: Conducted a MapGeo search and this price does seem to be closed to the assessed value. In that regard the price seems reasonable.

B. Hunt: We are going to have a motion to approve the expenditure. J. Kaspari informed me before the meeting that the Commission will vote on this again to formally approve the P&S.

R. Erickson moved to approve the Conservation Fund expenditure, J. Aube seconded. Vote: 7 yes (U/A)

6. REPORT FROM THE CHAIR

A. Review of Correspondence Received from NH Department of Environmental Services:
Letter from DES to Little Bay Development LLC requesting more information for 423 Dover Point Rd.

7. OTHER BUSINESS:

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

J. Kaspari: D. Benton to take over Committee support for the time being. Met with Autumn Scott from SRPC with Chris Parker to discuss committee work and provide input. We suggested to not introduce challenges to buffer setbacks such as 50 ft versus 100 ft. Instead independent studies could be used by the applicant to further support addressing the CUP criteria if a CUP is required for the project.

B. Hunt: Interesting idea and important that this update will consider individual characteristics of the parcels when deciding upon appropriate buffers.

8. ADJOURNMENT

S. Fellows moved to adjourn the meeting at 4:55 PM, R. Atwood seconded. Vote: 7 yes (U/A)



**STANDARD DREDGE AND FILL
WETLANDS PERMIT APPLICATION**
Water Division/Land Resources Management
Wetlands Bureau



[Check the Status of your Application](#)

RSA/Rule: RSA 482-A/Env-Wt 100-900

APPLICANT'S NAME: Harlech, LLC

TOWN NAME: Dover

Administrative Use Only	Administrative Use Only	Administrative Use Only	File No.:
			Check No.:
			Amount:
			Initials:

A person may request a waiver of the requirements in Rules Env-Wt 100-900 to accommodate situations where strict adherence to the requirements would not be in the best interest of the public or the environment but is still in compliance with RSA 482-A. A person may also request a waiver of the standards for existing dwellings over water pursuant to RSA 482-A:26, III(b). For more information, please consult the [Waiver Request Form](#).

SECTION 1 - REQUIRED PLANNING FOR ALL PROJECTS (Env-Wt 306.05; RSA 482-A:3, I(d)(2))

Please use the [Wetland Permit Planning Tool \(WPPT\)](#), the Natural Heritage Bureau (NHB) [DataCheck Tool](#), the [Aquatic Restoration Mapper](#), or other sources to assist in identifying key features such as: [priority resource areas \(PRAs\)](#), [protected species or habitats](#), coastal areas, designated rivers, or designated prime wetlands.

Has the required planning been completed?	☒ Yes ☐ No
Does the property contain a PRA? If yes, provide the following information:	☐ Yes ☒ No
• Does the project qualify for an Impact Classification Adjustment (e.g. NH Fish and Game Department (NHF&G) and NHB agreement for a classification downgrade) or a Project-Type Exception (e.g. Maintenance or Statutory Permit-by-Notification (SPN) project)? See Env-Wt 407.02 and Env-Wt 407.04.	☐ Yes ☐ No
• Protected species or habitat? ○ If yes, species or habitat name(s): ○ NHB Project ID #:	☐ Yes ☐ No
• Bog?	☐ Yes ☐ No
• Floodplain wetland contiguous to a tier 3 or higher watercourse?	☐ Yes ☐ No
• Designated prime wetland or duly-established 100-foot buffer?	☐ Yes ☐ No
• Sand dune, tidal wetland, tidal water, or undeveloped tidal buffer zone?	☐ Yes ☐ No
Is the property within a Designated River corridor? If yes, provide the following information:	☒ Yes ☐ No
• Name of Local River Management Advisory Committee (LAC): Cocheco River LAC • A copy of the application was sent to the LAC on Month: 12 Day: 06 Year: 2021	

irm@des.nh.gov or (603) 271-2147

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For dredging projects, is the subject property contaminated? • If yes, list contaminant:	☐ Yes ☒ No
Is there potential to impact impaired waters, class A waters, or outstanding resource waters?	☐ Yes ☒ No
For stream crossing projects, provide watershed size (see WPPT or Stream Stats): N/A	
SECTION 2 - PROJECT DESCRIPTION (Env-Wt 311.04(i)) Provide a brief description of the project and the purpose of the project, outlining the scope of work to be performed and whether impacts are temporary or permanent. DO NOT reply "See attached"; please use the space provided below. The proposed project will construct a new 192-unit apartment complex serviced by municipal water and sewer, a paved surface and garage parking area and new stormwater treatment measures. These measures will include a subsurface chamber system with an integrated sand filter. Pretreatment will be provided by catch basins with deep sumps and grease hoods and a Stormtech isolator row. Portions of the proposed roof will also be constructed as a "green roof." Replacement of an existing culvert and new outlet protection will require work on 350 sf of the bank of the Cocheco River. The majority of the disturbance is temporary in nature and no impacts to wetlands are proposed.	
SECTION 3 - PROJECT LOCATION Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.	
ADDRESS: 47 Chestnut Street	
TOWN/CITY: Dover	
TAX MAP/BLOCK/LOT/UNIT: Map 31, Lot 5	
US GEOLOGICAL SURVEY (USGS) TOPO MAP WATERBODY NAME: Cocheco River ☐ N/A	
(Optional) LATITUDE/LONGITUDE in decimal degrees (to five decimal places): 43.197° North 70.878° West	

SECTION 4 - APPLICANT (DESIRED PERMIT HOLDER) INFORMATION (Env-Wt 311.04(a))

If the applicant is a trust or a company, then complete with the trust or company information.

NAME: Harlech, LLC

MAILING ADDRESS: 273 Corporate Drive, Suite 150

TOWN/CITY: Portsmouth

STATE: NH

ZIP CODE: 03801

EMAIL ADDRESS: ekatz@katzcompanies.com

FAX:

PHONE: (603) 427-5100

ELECTRONIC COMMUNICATION: By initialing here: , I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 5 - AUTHORIZED AGENT INFORMATION (Env-Wt 311.04(c))☐ N/A

LAST NAME, FIRST NAME, M.I.: Saari, Erik

COMPANY NAME: Altus Engineering, Inc.

MAILING ADDRESS: 133 Court Street

TOWN/CITY: Portsmouth

STATE: NH

ZIP CODE: 03801

EMAIL ADDRESS: esaari@altus-eng.com

FAX:

PHONE: (603) 433-2335

ELECTRONIC COMMUNICATION: By initialing here EBS, I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 6 - PROPERTY OWNER INFORMATION (IF DIFFERENT THAN APPLICANT) (Env-Wt 311.04(b))

If the owner is a trust or a company, then complete with the trust or company information.

☒ Same as applicant

NAME:

MAILING ADDRESS:

TOWN/CITY:

STATE:

ZIP CODE:

EMAIL ADDRESS:

FAX:

PHONE:

ELECTRONIC COMMUNICATION: By initialing here EBS, I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 7 - RESOURCE-SPECIFIC CRITERIA ESTABLISHED IN Env-Wt 400, Env-Wt 500, Env-Wt 600, Env-Wt 700, OR Env-Wt 900 HAVE BEEN MET (Env-Wt 313.01(a)(3))

Describe how the resource-specific criteria have been met for each chapter listed above (please attach information about stream crossings, coastal resources, prime wetlands, or non-tidal wetlands and surface waters):

The project is not a stream crossing, in or adjacent to a coastal resource, in or adjacent to a prime wetland, or in a non-tidal wetland. Impacts are proposed to the upland bank of the Cocheco River but no impact to the river or a wetland is proposed.

SECTION 8 - AVOIDANCE AND MINIMIZATION

Impacts within wetland jurisdiction must be avoided to the maximum extent practicable (Env-Wt 313.03(a)).* Any project with unavoidable jurisdictional impacts must then be minimized as described in the [Wetlands Best Management Practice Techniques For Avoidance and Minimization](#) and the [Wetlands Permitting: Avoidance, Minimization and Mitigation Fact Sheet](#). For minor or major projects, a functional assessment of all wetlands on the project site is required (Env-Wt 311.03(b)(10)).*

Please refer to the application checklist to ensure you have attached all documents related to avoidance and minimization, as well as functional assessment (where applicable). Use the [Avoidance and Minimization Checklist](#), the [Avoidance and Minimization Narrative](#), or your own avoidance and minimization narrative.

**See Env-Wt 311.03(b)(6) and Env-Wt 311.03(b)(10) for shoreline structure exemptions.*

SECTION 9 - MITIGATION REQUIREMENT (Env-Wt 311.02)

If unavoidable jurisdictional impacts require mitigation, a mitigation [pre-application meeting](#) must occur at least 30 days but not more than 90 days prior to submitting this Standard Dredge and Fill Permit Application.

Mitigation Pre-Application Meeting Date: Month: . Day: Year:

☒ N/A - Mitigation is not required

SECTION 10 - THE PROJECT MEETS COMPENSATORY MITIGATION REQUIREMENTS (Env-Wt 313.01(a)(1)c)

Confirm that you have submitted a compensatory mitigation proposal that meets the requirements of Env-Wt 800 for all permanent unavoidable impacts that will remain after avoidance and minimization techniques have been exercised to the maximum extent practicable: ☐ I confirm submittal.

☒ N/A – Compensatory mitigation is not required

SECTION 11 - IMPACT AREA (Env-Wt 311.04(g))

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact, and note whether the impact is after-the-fact (ATF; i.e., work was started or completed without a permit).

For intermittent and ephemeral streams, the linear footage of impact is measured along the thread of the channel. *Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309.02(d), however other dredge or fill impacts should be included below.*

For perennial streams/ivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.

Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials).

Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

JURISDICTIONAL AREA		PERMANENT			TEMPORARY		
		SF	LF	ATF	SF	LF	ATF
Wetlands	Forested Wetland			☐			☐
	Scrub-shrub Wetland			☐			☐
	Emergent Wetland			☐			☐
	Wet Meadow			☐			☐
	Vernal Pool			☐			☐
	Designated Prime Wetland			☐			☐
	Duly-established 100-foot Prime Wetland Buffer			☐			☐
Surface Water	Intermittent / Ephemeral Stream			☐			☐
	Perennial Stream or River			☐			☐
	Lake / Pond			☐			☐
	Docking - Lake / Pond			☐			☐
	Docking - River			☐			☐
Banks	Bank - Intermittent Stream			☐			☐
	Bank - Perennial Stream / River	85		☐	265		☐
	Bank / Shoreline - Lake / Pond			☐			☐
Tidal	Tidal Waters			☐			☐
	Tidal Marsh			☐			☐
	Sand Dune			☐			☐
	Undeveloped Tidal Buffer Zone (TBZ)			☐			☐
	Previously-developed TBZ			☐			☐
	Docking - Tidal Water			☐			☐
TOTAL		85			265		

SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)

☐ **MINIMUM IMPACT FEE:** Flat fee of \$400.

☐ **NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION:** Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions).

☒ **MINOR OR MAJOR IMPACT FEE:** Calculate using the table below:

Permanent and temporary (non-docking):	350 SF	×	\$0.40 =	\$ 140
Seasonal docking structure:	SF	×	\$2.00 =	\$
Permanent docking structure:	SF	×	\$4.00 =	\$
Projects proposing shoreline structures (including docks) add \$400 =				\$
Total =				\$ 140
The application fee for minor or major impact is the above calculated total or \$400, whichever is greater =				\$ 400

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SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)

Indicate the project classification.

☐ Minimum Impact Project☐ Minor Project☒ Major Project**SECTION 14 - REQUIRED CERTIFICATIONS (Env-Wt 311.11)**

Initial each box below to certify:

Initials:

ESK

EBS

To the best of the signer's knowledge and belief, all required notifications have been provided.

Initials:

ESK

EBS

The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.

Initials:

ESK

EBS

The signer understands that:

- The submission of false, incomplete, or misleading information constitutes grounds for NHDES to:
 1. Deny the application.
 2. Revoke any approval that is granted based on the information.
 3. If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1.
- The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641.
- The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact forestry SPN projects and minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.

Initials:

ESK

EBS

If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

SECTION 15 - REQUIRED SIGNATURES (Env-Wt 311.04(d); Env-Wt 311.11)

SIGNATURE (OWNER):

ESK. Mark

PRINT NAME LEGIBLY:

ERIC S. KATZ, MANAGER

DATE:

12/1/21

SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER):

PRINT NAME LEGIBLY:

DATE:

SIGNATURE (AGENT, 2B: Saari)

PRINT NAME LEGIBLY:

Erik Saari

DATE:

12/06/21

SECTION 16 - TOWN / CITY CLERK SIGNATURE (Env-Wt 311.04(f))

As required by RSA 482-A:3, I(a)(1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.

TOWN/CITY CLERK SIGNATURE:

PRINT NAME LEGIBLY:

TOWN/CITY: Dover

DATE: 12/06/21

DIRECTIONS FOR TOWN/CITY CLERK:

Per RSA 482-A:3, I(a)(1)

1. IMMEDIATELY sign the original application form and four copies in the signature space provided above.
2. Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
3. IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board.
4. Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

DIRECTIONS FOR APPLICANT:

Submit the original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page. Make check or money order payable to "Treasurer – State of NH".

Keep this checklist for your reference; do not submit with your application.

APPLICATION CHECKLIST

Unless specified, all items below are required. Failure to provide the required items will delay a decision on your project and may result in denial of your application. Please reference statute RSA 482-A, Fill and Dredge in Wetlands, and the [Wetland Rules Env-Wt 100-900](#).

- ☒ The completed, dated, signed, and certified application (Env-Wt 311.03(b)(1)).
- ☒ Correct fee as determined in RSA 482-A:3, I(b) or (c), subject to any cap established by RSA 482-A:3, X (Env-Wt 311.03(b)(2)). Make check or money order payable to "Treasurer – State of NH".
- ☒ The Required Planning actions required by Env-Wt 311.01(a)-(c) and Env-Wt 311.03(b)(3).
- ☒ [US Army Corps of Engineers \(ACE\) "Appendix B, New Hampshire General Permits \(GPs\), Required Information and Corps Secondary Impacts Checklist"](#) and its required attachments (Env-Wt 307.02). This includes the [US Fish and Wildlife Service IPAC review](#) and [Section 106 Historic/Archaeological Resource review](#).
- ☒ Project plans described in Env-Wt 311.05 (Env-Wt 311.03(b)(4)).
- ☒ Maps, or electronic shape files and meta data, and other attachments specified in Env-Wt 311.06 (Env-Wt 311.03(b)(5)).
- ☒ Explanation of the methods, timing, and manner as to how the project will meet standard permit conditions required in Env-Wt 307 (Env-Wt 311.03(b)(7)).
- ☐ If applicable, the information regarding proposed compensatory mitigation specified in Env-Wt 311.08 and Chapter Env-Wt 800 - [Permittee Responsible Mitigation Project Worksheet](#), unless not required under Env-Wt 313.04 (Env-Wt 311.03(b)(8); Env-Wt 311.08; Env-Wt 313.04).
- ☒ Any additional information specific to the **type of resource** as specified in Env-Wt 311.09 (Env-Wt 311.03(b)(9); Env-Wt 311.04(j)).
- ☒ Project specific information required by Env-Wt 500, Env-Wt 600, and Env-Wt 900 (Env-Wt 311.03(b)(11)).
- ☒ A list containing the name, mailing address and tax map/lot number of each abutter to the subject property (Env-Wt 311.03(b)(12)).
- ☒ Copies of certified postal receipts or other proof of receipt of the notices that are required by RSA 482-A:3, I(d) (Env-Wt 311.03(b)(13)).
- ☒ Project design considerations required by Env-Wt 313 (Env-Wt 311.04(j)).
- ☒ Town tax map showing the subject property, the location of the project on the property, and the location of properties of abutters with each lot labeled with the name and mailing address of the abutter (Env-Wt 311.06(a)).
- ☒ Dated and labeled color photographs that:
 - (1) Clearly depict:
 - a. All jurisdictional areas, including but not limited to portions of wetland, shoreline, or surface water where impacts have or are proposed to occur.
 - b. All existing shoreline structures.
 - (2) Are mounted or printed no more than 2 per sheet on 8.5 x 11 inch sheets (Env-Wt 311.06(b)).
- ☒ A copy of the appropriate US Geological Survey map or updated data based on LiDAR at a scale of one inch equals 2,000 feet showing the location of the subject property and proposed project (Env-Wt 311.06(c)).
- ☒ A narrative that describes the work sequence, including pre-construction through post-construction, and the relative timing and progression of all work (Env-Wt 311.06(d)).

- ☐ For all projects in the protected tidal zone, a copy of the recorded deed with book and page numbers for the property (Env-Wt 311.06(e)).
- ☐ If the applicant is not the owner in fee of the subject property, documentation of the applicant's legal interest in the subject property, provided that for utility projects in a utility corridor, such documentation may comprise a list that:
 - (1) Identifies the county registry of deeds and book and page numbers of all of the easements or other recorded instruments that provide the necessary legal interest; and
 - (2) Has been certified as complete and accurate by a knowledgeable representative of the applicant (Env-Wt 311.06(f)).
- ☒ The NHB memo containing the NHB identification number and results as well as any written follow-up communications such as additional memos or email communications with either NHB or NHF&G (Env-Wt 311.06(g)). See [Wetlands Permitting: Protected Species and Habitat Fact Sheet](#).
- ☒ A statement of whether the applicant has received comments from the local conservation commission and, if so, how the applicant has addressed the comments (Env-Wt 311.06(h)).
- ☒ For projects in LAC jurisdiction, a statement of whether the applicant has received comments from the LAC and, if so, how the applicant has addressed the comments (Env-Wt 311.06(i)).
- ☒ If the applicant is also seeking to be covered by the state general permits, a statement of whether comments have been received from any federal agency and, if so, how the applicant has addressed the comments (Env-Wt 311.06(j)).
- ☒ [Avoidance and Minimization Written Narrative](#) or the [Avoidance and Minimization Checklist](#), or your own avoidance and minimization narrative (Env-Wt 311.07).
- ☐ For after-the-fact applications: information required by Env-Wt 311.12.
- ☐ [Coastal Resource Worksheet](#) for coastal projects as required under Env-Wt 600.
- ☐ Prime Wetlands information required under Env-Wt 700. See [WPPT](#) for prime wetland mapping.

Required Attachments for Minor and Major Projects

- ☒ [Attachment A: Minor and Major Projects](#) (Env-Wt 313.03).
- ☒ [Functional Assessment Worksheet](#) or others means of documenting the results of actions required by Env-Wt 311.10 as part of an application preparation for a standard permit (Env-Wt 311.03(b)(3); Env-Wt 311.03(b)(10)). See [Functional Assessments for Wetlands and Other Aquatic Resources Fact Sheet](#). For shoreline structures, see shoreline structures exemption in Env-Wt 311.03(b)(10)).

Optional Materials

- ☐ [Stream Crossing Worksheet](#) which summarizes the requirements for stream crossings under Env-Wt 900.
- ☐ Request for [concurrent processing of related shoreland / wetlands permit applications](#) (Env-Wt 313.05).



**STANDARD DREDGE AND FILL
WETLANDS PERMIT APPLICATION
ATTACHMENT A: MINOR AND MAJOR PROJECTS**
Water Division/Land Resources Management
Wetlands Bureau



[Check the Status of your Application](#)

RSA/ Rule: RSA 482-A/ Env-Wt 311.10; Env-Wt 313.01(a)(1); Env-Wt 313.03

APPLICANT'S NAME: Harlech, LLC

TOWN NAME: Dover

Attachment A is required for *all minor and major projects*, and must be completed *in addition* to the [Avoidance and Minimization Narrative](#) or [Checklist](#) that is required by Env-Wt 307.11.

For projects involving construction or modification of non-tidal shoreline structures over areas of surface waters having an absence of wetland vegetation, only Sections I.X through I.XV are required to be completed.

PART I: AVOIDANCE AND MINIMIZATION

In accordance with Env-Wt 313.03(a), the Department shall not approve any alteration of any jurisdictional area unless the applicant demonstrates that the potential impacts to jurisdictional areas have been avoided to the maximum extent practicable and that any unavoidable impacts have been minimized, as described in the [Wetlands Best Management Practice Techniques For Avoidance and Minimization](#).

SECTION I.I - ALTERNATIVES (Env-Wt 313.03(b)(1))

Describe how there is no practicable alternative that would have a less adverse impact on the area and environments under the Department's jurisdiction.

THE REPLACEMENT CULVERT IS IN THE SAME LOCATION AS THE EXISTING CULVERT.

irm@des.nh.gov or (603) 271-2147

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www.des.nh.gov

SECTION I.II - MARSHES (Env-Wt 313.03(b)(2))

Describe how the project avoids and minimizes impacts to tidal marshes and non-tidal marshes where documented to provide sources of nutrients for finfish, crustacean, shellfish, and wildlife of significant value.

No marshes have been indentified on or adajcent ot the project site.

SECTION I.III - HYDROLOGIC CONNECTION (Env-Wt 313.03(b)(3))

Describe how the project maintains hydrologic connections between adjacent wetland or stream systems.

There are no wetlands or streams on the property.

SECTION I.IV - JURISDICTIONAL IMPACTS (Env-Wt 313.03(b)(4))

Describe how the project avoids and minimizes impacts to wetlands and other areas of jurisdiction under RSA 482-A, especially those in which there are exemplary natural communities, vernal pools, protected species and habitat, documented fisheries, and habitat and reproduction areas for species of concern, or any combination thereof.

Jurisdictional impacts are in an area of upland riverbank. No wetland impacts are proposed.

SECTION I.V - PUBLIC COMMERCE, NAVIGATION, OR RECREATION (Env-Wt 313.03(b)(5))

Describe how the project avoids and minimizes impacts that eliminate, depreciate or obstruct public commerce, navigation, or recreation.

The project entails the replacement of an existing culvert in an upland area. No impacts to commerce, navigation or recreation are anticipated.

SECTION I.VI - FLOODPLAIN WETLANDS (Env-Wt 313.03(b)(6))

Describe how the project avoids and minimizes impacts to floodplain wetlands that provide flood storage.

There are no floodplain wetlands or any other wetland on the property. No wetland impacts are proposed. Work within the floodplain is limited to the replacement of an existing culvert and installation of new outlet protection.

SECTION I.VII - RIVERINE FORESTED WETLAND SYSTEMS AND SCRUB-SHRUB – MARSH COMPLEXES (Env-Wt 313.03(b)(7))

Describe how the project avoids and minimizes impacts to natural riverine forested wetland systems and scrub-shrub – marsh complexes of high ecological integrity.

No wetland impacts are proposed.

SECTION I.VIII - DRINKING WATER SUPPLY AND GROUNDWATER AQUIFER LEVELS (Env-Wt 313.03(b)(8))

Describe how the project avoids and minimizes impacts to wetlands that would be detrimental to adjacent drinking water supply and groundwater aquifer levels.

No wetland impacts are proposed.

SECTION I.IX - STREAM CHANNELS (Env-Wt 313.03(b)(9))

Describe how the project avoids and minimizes adverse impacts to stream channels and the ability of such channels to handle runoff of waters.

No impacts to stream channels are proposed.

SECTION I.X - SHORELINE STRUCTURES - CONSTRUCTION SURFACE AREA (Env-Wt 313.03(c)(1))

Describe how the project has been designed to use the minimum construction surface area over surface waters necessary to meet the stated purpose of the structures.

No shoreline structure are proposed.

SECTION I.XI - SHORELINE STRUCTURES - LEAST INTRUSIVE UPON PUBLIC TRUST (Env-Wt 313.03(c)(2))

Describe how the type of construction proposed is the least intrusive upon the public trust that will ensure safe docking on the frontage.

No shoreline structures are proposed.

SECTION I.XII - SHORELINE STRUCTURES – ABUTTING PROPERTIES (Env-Wt 313.03(c)(3))

Describe how the structures have been designed to avoid and minimize impacts on ability of abutting owners to use and enjoy their properties.

No shoreline structures are proposed.

SECTION I.XIII - SHORELINE STRUCTURES – COMMERCE AND RECREATION (Env-Wt 313.03(c)(4))

Describe how the structures have been designed to avoid and minimize impacts to the public's right to navigation, passage, and use of the resource for commerce and recreation.

No shoreline structures are proposed.

SECTION I.XIV - SHORELINE STRUCTURES – WATER QUALITY, AQUATIC VEGETATION, WILDLIFE AND FINFISH HABITAT (Env-Wt 313.03(c)(5))

Describe how the structures have been designed, located, and configured to avoid impacts to water quality, aquatic vegetation, and wildlife and finfish habitat.

No shoreline structures are proposed.

SECTION I.XV - SHORELINE STRUCTURES – VEGETATION REMOVAL, ACCESS POINTS, AND SHORELINE STABILITY (Env-Wt 313.03(c)(6))

Describe how the structures have been designed to avoid and minimize the removal of vegetation, the number of access points through wetlands or over the bank, and activities that may have an adverse effect on shoreline stability.

No shoreline structures are proposed.

PART II: FUNCTIONAL ASSESSMENT**REQUIREMENTS**

Ensure that project meets the requirements of Env-Wt 311.10 regarding functional assessment (Env-Wt 311.04(j); Env-Wt 311.10).

FUNCTIONAL ASSESSMENT METHOD USED:

USACE Highway Methodology

NAME OF CERTIFIED WETLAND SCIENTIST (FOR NON-TIDAL PROJECTS) OR QUALIFIED COASTAL PROFESSIONAL (FOR TIDAL PROJECTS) WHO COMPLETED THE ASSESSMENT: LUKE HURLEY

DATE OF ASSESSMENT: 11/03/21

Check this box to confirm that the application includes a NARRATIVE ON FUNCTIONAL ASSESSMENT:



For minor or major projects requiring a standard permit without mitigation, the applicant shall submit a wetland evaluation report that includes completed checklists and information demonstrating the RELATIVE FUNCTIONS AND VALUES OF EACH WETLAND EVALUATED. Check this box to confirm that the application includes this information, if applicable:



Note: The Wetlands Functional Assessment worksheet can be used to compile the information needed to meet functional assessment requirements.



AVOIDANCE AND MINIMIZATION CHECKLIST

Water Division/Land Resources Management

Wetlands Bureau

[Check the Status of your Application](#)



RSA/Rule: RSA 482-A/ Env-Wt 311.07(c)

This checklist can be used in lieu of the written narrative required by Env-Wt 311.07(a) to demonstrate compliance with requirements for Avoidance and Minimization (A/M), pursuant to RSA 482-A:1 and Env-Wt 311.07(c).

For the construction or modification of non-tidal shoreline structures over areas of surface waters without wetland vegetation, complete only Sections 1, 2, and 4 (or the applicable sections in [Attachment A: Minor and Major Projects \(NHDES-W-06-013\)](#)).

The following definitions and abbreviations apply to this worksheet:

- “A/M BMPs” stands for [Wetlands Best Management Practice Techniques for Avoidance and Minimization](#) dated 2019, published by the New England Interstate Water Pollution Control Commission (Env-Wt 102.18).
- “Practicable” means available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes (Env-Wt 103.62).

SECTION 1 - CONTACT/LOCATION INFORMATION

APPLICANT LAST NAME, FIRST NAME, M.I.: Redgate Real Estate Advisors, LLC

PROJECT STREET ADDRESS: 47 Chestnut Street

PROJECT TOWN: Dover

TAX MAP/LOT NUMBER: Map 31, Lot 5

SECTION 2 - PRIMARY PURPOSE OF THE PROJECT

Env-Wt 311.07(b)(1)

Indicate whether the primary purpose of the project is to construct a water-access structure or requires access through wetlands to reach a buildable lot or the buildable portion thereof.

☐ Yes ☒ No

If you answered “no” to this question, describe the purpose of the “non-access” project type you have proposed:

The project entails the replacement of an existing culvert in the upland area of a river bank. No wetland impacts are proposed.

irm@des.nh.gov or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

SECTION 3 - A/M PROJECT DESIGN TECHNIQUES

Check the appropriate boxes below in order to demonstrate that these items have been considered in the planning of the project. Use N/A (not applicable) for each technique that is not applicable to your project.

Env-Wt 311.07(b)(2)	For any project that proposes new permanent impacts of more than one acre or that proposes new permanent impacts to a Priority Resource Area (PRA), or both, whether any other properties reasonably available to the applicant, whether already owned or controlled by the applicant or not, could be used to achieve the project's purpose without altering the functions and values of any jurisdictional area, in particular wetlands, streams, and PRAs.	☒ Check ☐ N/A
Env-Wt 311.07(b)(3)	Whether alternative designs or techniques, such as different layouts, construction sequencing, or alternative technologies could be used to avoid impacts to jurisdictional areas or their functions and values.	☒ Check ☐ N/A
Env-Wt 311.07(b)(4) Env-Wt 311.10(c)(1) Env-Wt 311.10(c)(2)	The results of the functional assessment required by Env-Wt 311.03(b)(10) were used to select the location and design for the proposed project that has the least impact to wetland functions.	☒ Check ☐ N/A
Env-Wt 311.07(b)(4) Env-Wt 311.10(c)(3)	Where impacts to wetland functions are unavoidable, the proposed impacts are limited to the wetlands with the least valuable functions on the site while avoiding and minimizing impacts to the wetlands with the highest and most valuable functions.	☐ Check ☒ N/A
Env-Wt 313.01(c)(1) Env-Wt 313.01(c)(2) Env-Wt 313.03(b)(1)	No practicable alternative would reduce adverse impact on the area and environments under the department's jurisdiction and the project will not cause random or unnecessary destruction of wetlands.	☒ Check ☐ N/A
Env-Wt 313.01(c)(3)	The project would not cause or contribute to the significant degradation of waters of the state or the loss of any PRAs.	☒ Check ☐ N/A
Env-Wt 313.03(b)(3) Env-Wt 904.07(c)(8)	The project maintains hydrologic connectivity between adjacent wetlands or stream systems.	☐ Check ☒ N/A
Env-Wt 311.10 A/M BMPs	Buildings and/or access are positioned away from high function wetlands or surface waters to avoid impact.	☒ Check ☐ N/A
Env-Wt 311.10 A/M BMPs	The project clusters structures to avoid wetland impacts.	☒ Check ☐ N/A
Env-Wt 311.10 A/M BMPs	The placement of roads and utility corridors avoids wetlands and their associated streams.	☒ Check ☐ N/A
A/M BMPs	The width of access roads or driveways is reduced to avoid and minimize impacts. Pullouts are incorporated in the design as needed.	☐ Check ☒ N/A
A/M BMPs	The project proposes bridges or spans instead of roads/driveways/trails with culverts.	☐ Check ☒ N/A

irm@des.nh.gov or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

A/M BMPs	The project is designed to minimize the number and size of crossings, and crossings cross wetlands and/or streams at the narrowest point.	☐ Check ☒ N/A
Env-Wt 500 Env-Wt 600 Env-Wt 900	Wetland and stream crossings include features that accommodate aquatic organism and wildlife passage.	☐ Check ☒ N/A
Env-Wt 900	Stream crossings are sized to address hydraulic capacity and geomorphic compatibility.	☐ Check ☒ N/A
A/M BMPs	Disturbed areas are used for crossings wherever practicable, including existing roadways, paths, or trails upgraded with new culverts or bridges.	☐ Check ☒ N/A
SECTION 4 - NON-TIDAL SHORELINE STRUCTURES		
Env-Wt 313.03(c)(1)	The non-tidal shoreline structure has been designed to use the minimum construction surface area over surfaces waters necessary to meet the stated purpose of the structure.	☐ Check ☒ N/A
Env-Wt 313.03(c)(2)	The type of construction proposed for the non-tidal shoreline structure is the least intrusive upon the public trust that will ensure safe navigation and docking on the frontage.	☐ Check ☒ N/A
Env-Wt 313.03(c)(3)	The non-tidal shoreline structure has been designed to avoid and minimize impacts on the ability of abutting owners to use and enjoy their properties.	☐ Check ☒ N/A
Env-Wt 313.03(c)(4)	The non-tidal shoreline structure has been designed to avoid and minimize impacts to the public's right to navigation, passage, and use of the resource for commerce and recreation.	☐ Check ☒ N/A
Env-Wt 313.03(c)(5)	The non-tidal shoreline structure has been designed, located, and configured to avoid impacts to water quality, aquatic vegetation, and wildlife and finfish habitat.	☐ Check ☒ N/A
Env-Wt 313.03(c)(6)	The non-tidal shoreline structure has been designed to avoid and minimize the removal of vegetation, the number of access points through wetlands or over the bank, and activities that may have an adverse effect on shoreline stability.	☐ Check ☒ N/A



U.S. Fish and Wildlife Service
National Wetlands Inventory

USFWS NWI Map



November 16, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

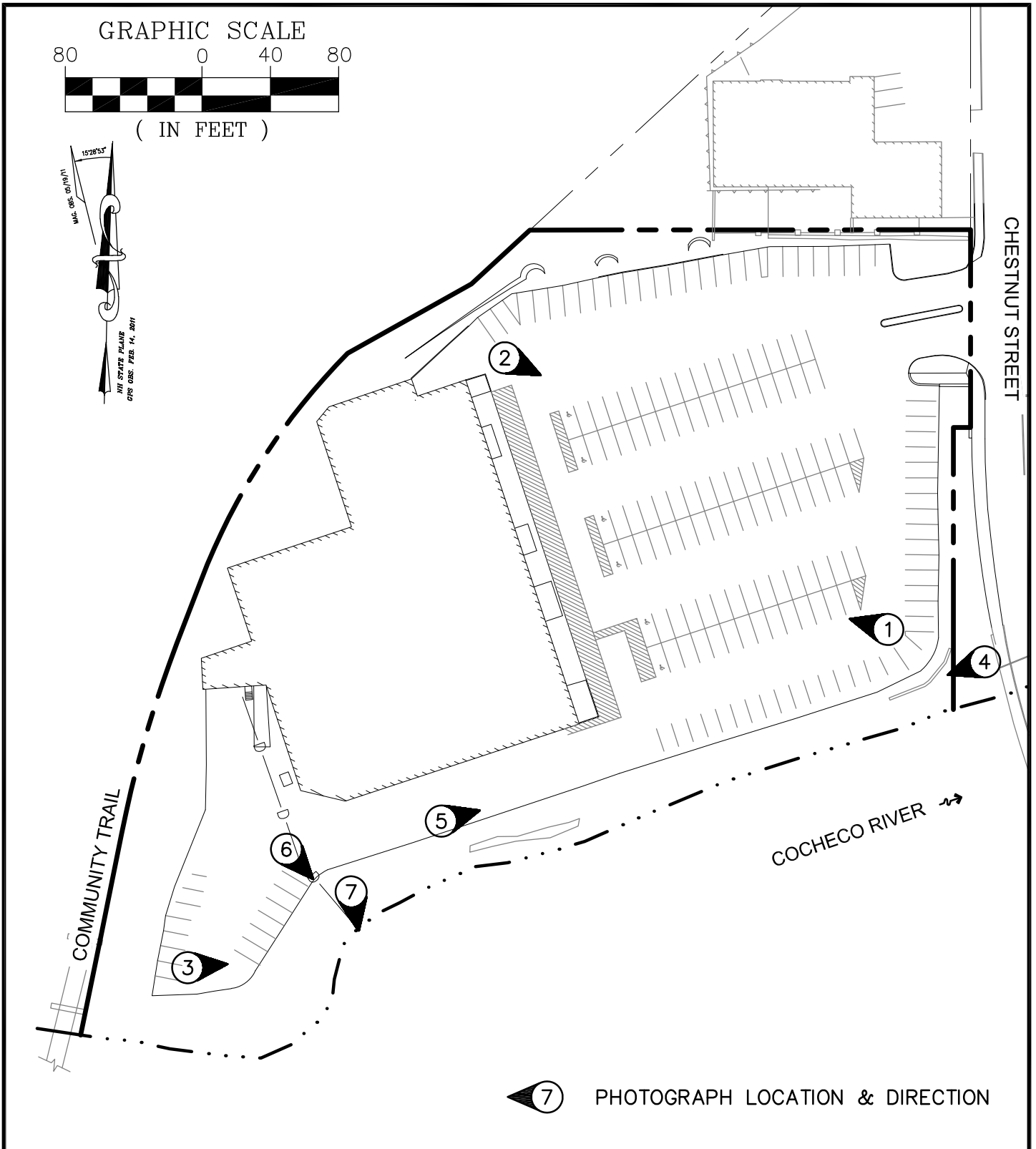
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

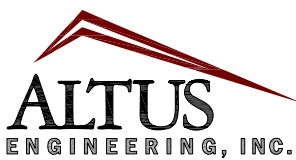
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Section 6

Site Photos and Key Plan



 133 Court Street Portsmouth, NH 03801 (603) 433-2335 www.altus-eng.com	<u>SCALE</u> 8.5"x11": 1" = 80'	<u>TITLE</u> PHOTO KEY PLAN
	<u>REVISION</u> REV. 0 – NHDES	<u>SHEET NUMBER</u> 1 of 1
	<u>DATE</u> DECEMBER 6, 2021	



View of site, resource is to the left



View of site, resource is to the right



View of site looking towards the Cocheco River



Existing retaining wall near top of bank, resource is to the left



Guardrail at top of bank, resource is to the right



Area of impact, existing culvert outfall is near the bottom of the bank



Area of impact, existing culvert outfall

Section 7

Project Plans

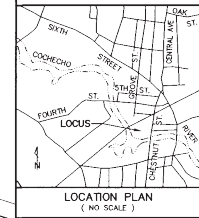
NOTES:

- OWNER OF RECORD:
HARLECH, LLC
273 CORPORATE DRIVE, SUITE 150
PORTSMOUTH, NEW HAMPSHIRE 03801
S.C.R.D. VOLUME 2036, PAGE 090
- 31 / 5** - DENOTES TAX MAP AND PARCEL NUMBER.
- PARCEL AREA:
= 158,315 S.F. / 3.63 Ac.±
- THE INTENT OF THIS PLAN IS TO DEPICT THE PARCELS BOUNDARIES AND EXISTING SITE CONDITIONS AS OF FEBRUARY 12, 2018.
- ZONING DISTRICT:
CBD TRANSIT ORIENTED DEVELOPMENT SUB-DISTRICT (CBD TO)
DIMENSIONAL REQUIREMENTS:
MINIMUM LOT SIZE = N/A
MINIMUM LOT COVERAGE = 75 - 100 PERCENT
FRONTAGE BUILD-OUT = 0 FEET MIN. / 0 FEET MAX.
FRONT BUILD TO LINE = 10 FEET MIN. / 25 FEET MAX.
SIDE SETBACK = 0 FEET MIN. / 25 FEET MAX.
REAR SETBACK = 0 FEET MIN. / 25 FEET MAX.
MAXIMUM BUILDING HEIGHT = 5 STORY MAX. / 3 STORY MIN.
- THE SUBJECT PARCEL IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED), AND AREAS DETERMINED TO BE INSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 330145, PANEL 0310, SUFFIX E; MAP NUMBER 330170030E, EFFECTIVE DATE SEPT. 30, 2015.
- BASIS OF BEARING IS NH STATE PLANE (NAD83) BASED ON GPS OBSERVATION DATED FEBRUARY 14, 2011.
VERTICAL DATUM IS NH STATE PLANE (NAD83) BASED ON GPS OBSERVATION DATED FEBRUARY 14, 2011.
- PROPERTY LINE INFORMATION HAS BEEN OBTAINED FROM A SURVEY PERFORMED BY MCNEANEY SURVEY ASSOCIATES, INC. DURING FEBRUARY 2018 WITH AN ERROR NOT GREATER THAN 1 IN 10,000.
- PARCEL IS SUBJECT TO THE STATE OF NEW HAMPSHIRE SHORELINE WATER QUALITY PROTECTION ACT (SWQPA). THOSE AREAS WITHIN 250 FEET OF THE COCHECHO RIVER REFERENCE LINE.
- THERE ARE CURRENTLY 171 STRIP PARKING SPACES LOCATED ON THE SUBJECT PARCEL, INCLUDING 6 ACCESSIBLE SPACES.
- THERE ARE NO WETLANDS ON THE SUBJECT PARCEL.

- ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AS SHOWN. THE CONTRACTOR SHALL VERIFY THEIR EXACT LOCATIONS WITH THE RESPECTIVE UTILITY OWNERS PRIOR TO ANY WORK BEING PERFORMED. CALL DIGSAFE AT 1-888-344-7233.
- THIS PLAN SHOWS ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT ON THE DATE OF THE SURVEY. THE ABSENCE OF SUBSURFACE STRUCTURES, UTILITIES, ETC. FROM THIS PLAN, BUT IN EXISTENCE, IS NOT INTENDED OR IMPLIED.
- DISPOSITION PARCEL C/2/1 IS SUBJECT TO:
THE RIGHTS GRANTED TO THE DOVER HOUSING AUTHORITY, ITS SUCCESSORS AND ASSIGNS AS DESCRIBED IN S.C.R.D. VOL. 1019, PAGE 045 OVER THE 20,000 S.F. EASEMENT AREA SHOWN ON REFERENCE PLAN No. 1.
THE COVENANT THAT THE REDEVELOPER SHALL NOT RESTRICT THE USE OR OCCUPANCY OF THE PROPERTY UPON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.
- PARCEL IS SUBJECT TO THE RESTRICTION OF NO WORK WITHIN FIFTY (50) FEET OF THE RAILROAD BRIDGE, ABUTMENTS, OR WING WALLS WITHOUT PRIOR WRITTEN APPROVAL BY THE RAILROAD OR ITS SUCCESSORS.

No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°33'06"	696.18	116.06	115.92	N24°28'36"E
C2	23°47'23"	382.63	158.87	157.73	N41°08'51"E

No.	Bearing	Distance
L1	N29°15'09"E	39.94'
L2	N55°39'23"E	46.49'
L3	N81°44'18"W	10.00'



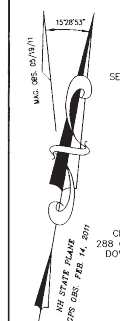
CITY OF DOVER
288 CENTRAL AVENUE
DOVER, NH 03820

NO EASEMENT FOUND FOR SEWER LINE CROSSING THROUGH THIS PORTION OF THE SUBJECT PARCEL. DOCUMENTS MENTIONED ON REFERENCE PLAN No. 2.

CITY OF DOVER
288 CENTRAL AVENUE
DOVER, NH 03820

192 WASHINGTON SQUARE, LLC
242 CENTRAL AVENUE
DOVER, NH 03820

2773 / 902



SEE NOTE 15

CONCRETE BRIDGE ABUTMENT (TYP.)

UNDERPASS

END OF STEEL GUARD RAIL

PAVEMENT EDGE OBTAINED BY SNOW

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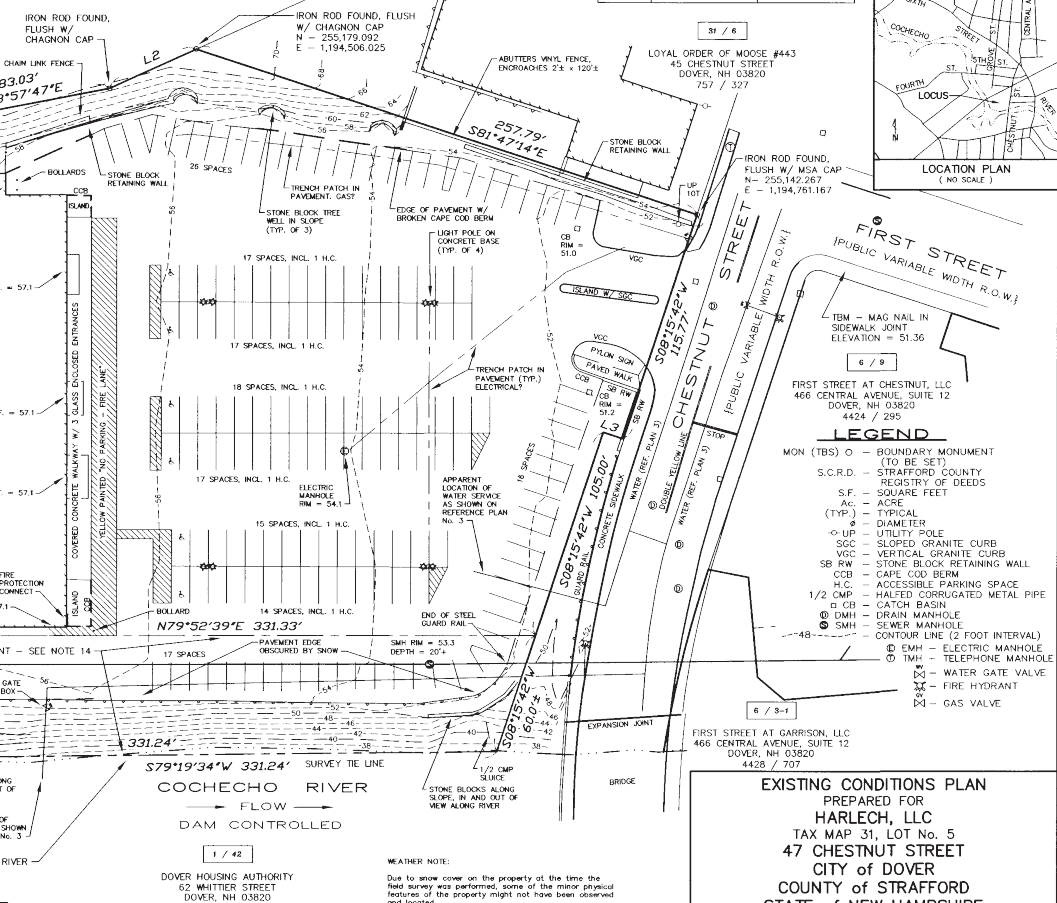
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REFERENCE PLANS:

- DISPOSITION PLAN OF LAND - TO PARCEL C/2/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: AUGUST 25, 1976; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 18-18.
- LAND IN DOVER, NEW HAMPSHIRE - ROBERT W. MEESE, ET AL, TRUSTEES OF THE PROPERTY OF THE BOSTON & MAINE CORPORATION TO HANNAFORD BROS. CO. SCALE: 1" = 30'; DATED: DECEMBER 2, 1976; BY: ALBERTI, LAROCHELLE & HODSON ENGINEERING CORP. RECORDED S.C.R.D. PLAN 18-96.
- TOPOGRAPHICAL & PROPERTY SURVEY - HANNAFORD BROS., CHESTNUT STREET, DOVER, NEW HAMPSHIRE. SCALE: 1" = 30'; DATED: NOVEMBER 30, 1976, REVISED THROUGH 8/24/77; BY: ALBERTI, LAROCHELLE & HODSON ENGINEERING CORP. RECORDED S.C.R.D. PLAN 18-88.
- LAND IN DOVER, NH - BOSTON & MAINE CORPORATION TO JOSEPH G. SAWTELLE, JR., CHESTNUT STREET, COUNTY OF STRAFFORD, DOVER, NEW HAMPSHIRE. SCALE: 1" = 30'; DATED: JUNE 1992, REVISED THROUGH 10/1/1992; BY: AMBIT SURVEY, RECORDED S.C.R.D. PLAN 41-40.
- PLAN OF LAND PREPARED FOR LOYAL ORDER OF MOOSE LODGE #443, TAX MAP 31, LOT No. 6, 45 CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: FEBRUARY 28, 2013; BY THIS OFFICE. NOT RECORDED.



WEATHER NOTE:

Due to snow cover on the property at the time the field survey was performed, some of the minor physical features of the property might not have been observed and located.

Some of the minor physical features shown herein and noted such as shown per records made prior surveys and any other means of information provided to the surveyor or by means of his research.

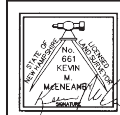
"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "1" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN" (RSA 676:18)

2/21/18
DATE: / KEVIN M. MCNEANEY/HIS 661

EXISTING CONDITIONS PLAN
PREPARED FOR
HARLECH, LLC
TAX MAP 31, LOT No. 5
47 CHESTNUT STREET
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DRAWN BY: RJM
SCALE: 1" = 30'
FILE: W10 CP/2177/18-2177 ACAD
DATE: FEBRUARY 21, 2018

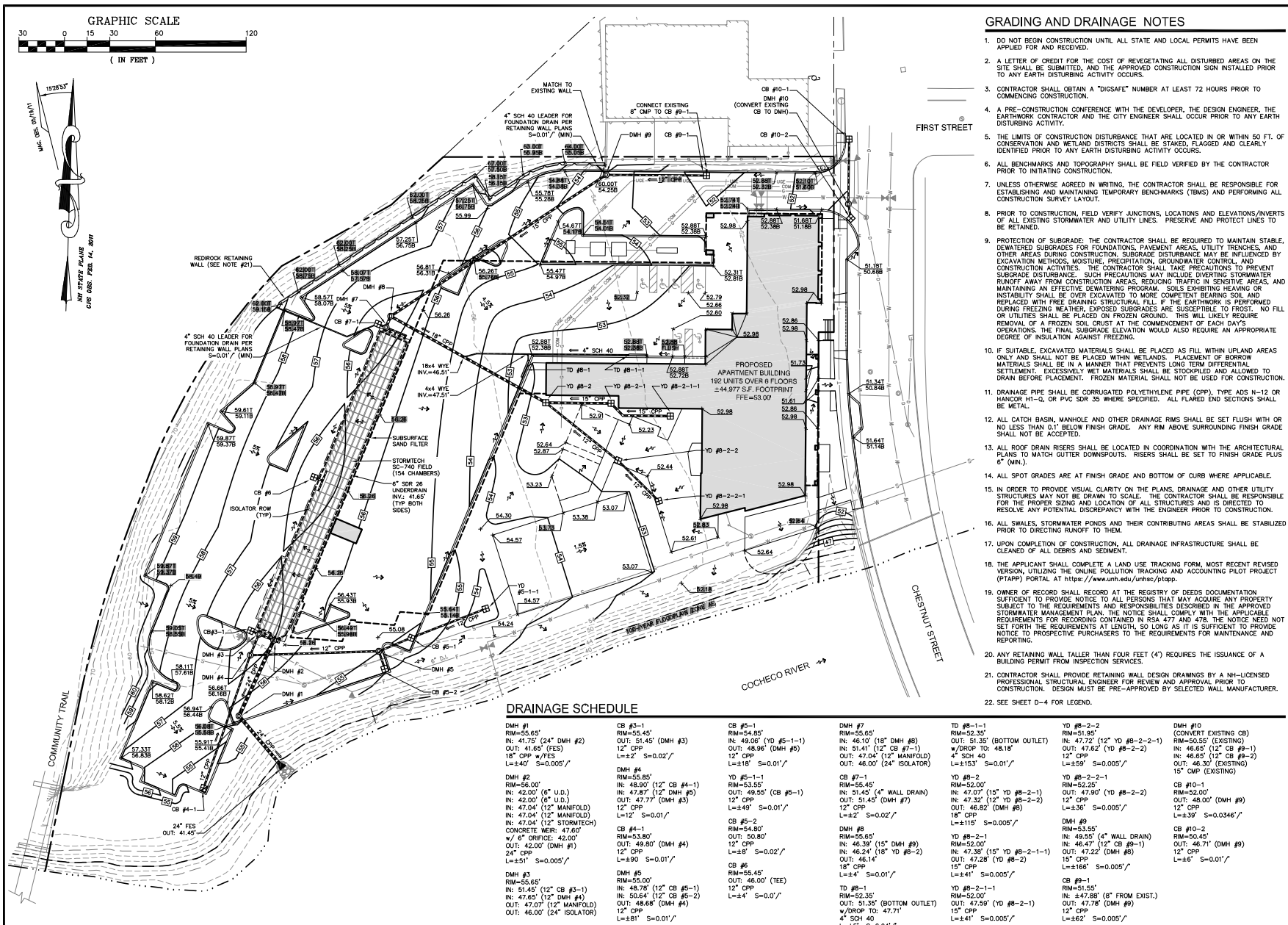


McNeaney
Survey
Associates, inc.

P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

NO.	DATE	DESCRIPTION	BY	CHK
18-2177	EXIST COND			
PROJECT NO	TYPE	FIELDBOOK & PAGES		



GRADING AND DRAINAGE NOTES

1. DO NOT BEGIN CONSTRUCTION UNTIL ALL STATE AND LOCAL PERMITS HAVE BEEN APPLIED FOR AND RECEIVED.
2. A LETTER OF CREDIT FOR THE COST OF REVEGETATING ALL DISTURBED AREAS ON THE SITE SHALL BE SUBMITTED, AND THE APPROVED CONSTRUCTION SIGN INSTALLED PRIOR TO ANY EARTH DISTURBING ACTIVITY OCCURS.
3. CONTRACTOR SHALL OBTAIN A "DIGSAFE" NUMBER AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
4. 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.
5. THE LIMITS OF CONSTRUCTION DISTURBANCE THAT ARE LOCATED IN OR WITHIN 50 FT. OF CONSERVATION AND WETLAND DISTRICTS SHALL BE STAKED, FLAGGED AND CLEARLY IDENTIFIED PRIOR TO ANY EARTH DISTURBING ACTIVITY OCCURS.
6. ALL BENCHMARKS AND TOPOGRAPHY SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO INITIATING CONSTRUCTION.
7. UNLESS OTHERWISE AGREED IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING TEMPORARY BENCHMARKS (TBMS) AND PERFORMING ALL CONSTRUCTION SURVEY LAYOUT.
8. PRIOR TO CONSTRUCTION, FIELD VERIFY JUNCTIONS, LOCATIONS AND ELEVATIONS/INVERTS OF ALL EXISTING STORMWATER AND UTILITY LINES. PRESERVE AND PROTECT LINES TO BE RETAINED.
9. PROTECTION OF SUBGRADE: THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN STABLE, DETAILED SUBGRADES FOR FOUNDATIONS, PAVEMENT AREAS, UTILITY TRENCHES, AND OTHER AREAS DURING CONSTRUCTION. SUBGRADE DISTURBANCE MAY BE INFLUENCED BY EXCAVATION METHODS, MOISTURE, PRECIPITATION, GROUNDWATER CONTROL, AND CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT SUBGRADE DISTURBANCE. SUCH PRECAUTIONS MAY INCLUDE DIVERTING STORMWATER RUNOFF AWAY FROM CONSTRUCTION AREAS, REDUCING TRAFFIC IN SENSITIVE AREAS, AND MAINTAINING AN EFFECTIVE Dewatering PROGRAM. SOILS EXHIBITING HEAVING OR INSTABILITY SHALL BE OVER EXCAVATED TO MORE COMPETENT BEARING SOIL AND REPLACED WITH FREE DRAINING STRUCTURAL FILL. IF THE EARTHWORK IS PERFORMED DURING FREEZING WEATHER, EXPOSED SUBGRADES ARE SUSCEPTIBLE TO FROST. NO FILL OR UTILITIES SHALL BE PLACED ON FROZEN GROUND. THIS WILL REQUIRE REMOVAL OF A FROZEN SOIL CRUST AT THE COMMENCEMENT OF EACH DAY'S OPERATIONS. THE FINAL SUBGRADE ELEVATION WOULD ALSO REQUIRE AN APPROPRIATE DEGREE OF INSULATION AGAINST FREEZING.
10. IF SUITABLE, EXCAVATED MATERIALS SHALL BE PLACED AS FILL WITHIN UPLAND AREAS ONLY AND SHALL NOT BE PLACED WITHIN WETLANDS. PLACEMENT OF BORROW MATERIALS SHALL BE IN A MANNER THAT PREVENTS LONG TERM DIFFERENTIAL SETTLEMENT. EXCESSIVELY WET MATERIALS SHALL BE STOCKPILED AND ALLOWED TO DRAIN BEFORE PLACEMENT. FROZEN MATERIAL SHALL NOT BE USED FOR CONSTRUCTION.
11. DRAINAGE PIPE SHALL BE CORRUGATED POLYETHYLENE PIPE (CPP), TYPE ADS N-12 OR HANCOCK HI-1-G, OR PVC SDR 35 WHERE SPECIFIED. ALL FLARED END SECTIONS SHALL BE METAL.
12. ALL CATCH BASIN, MANHOLE AND OTHER DRAINAGE RIMS SHALL BE SET FLUSH WITH OR NO LESS THAN 0.1" BELOW FINISH GRADE. ANY RIM ABOVE SURROUNDING FINISH GRADE SHALL NOT BE ACCEPTED.
13. ALL ROOF DRAIN RISERS SHALL BE LOCATED IN COORDINATION WITH THE ARCHITECTURAL PLANS TO MATCH OUTLET DOWNSPOUTS. RISERS SHALL BE SET TO FINISH GRADE PLUS 6" (MIN.).
14. ALL SPOT GRADES ARE AT FINISH GRADE AND BOTTOM OF CURB WHERE APPLICABLE.
15. IN ORDER TO PROVIDE VISUAL CLARITY ON THE PLANS, DRAINAGE AND OTHER UTILITY STRUCTURES MAY NOT BE DRAWN TO SCALE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SIZING AND LOCATION OF ALL STRUCTURES AND IS DIRECTED TO RESOLVE ANY POTENTIAL DISCREPANCY WITH THE ENGINEER PRIOR TO CONSTRUCTION.
16. ALL SWALES, STORMWATER PONDS AND THEIR CONTRIBUTING AREAS SHALL BE STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.
17. UPON COMPLETION OF CONSTRUCTION, ALL DRAINAGE INFRASTRUCTURE SHALL BE CLEANED OF ALL DEBRIS AND SEDIMENT.
18. THE APPLICANT SHALL COMPLETE A LAND USE TRACKING FORM, MOST RECENT REVISED VERSION, UTILIZING THE ONLINE POLLUTION TRACKING AND ACCOUNTING PILOT PROJECT (PTAPP) PORTAL AT <https://www.unh.edu/unhsc/plapp>.
19. OWNER OF RECORD SHALL RECORD AT THE REGISTRY OF DEEDS DOCUMENTATION SUFFICIENT TO PROVIDE NOTICE TO ALL PERSONS THAT MAY ACQUIRE ANY PROPERTY SUBJECT TO THE REQUIREMENTS AND RESPONSIBILITIES DESCRIBED IN THE APPROVED STORMWATER MANAGEMENT PLAN. THE NOTICE SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS FOR RECORDING CONTAINED IN RSA 477 AND 478. THE NOTICE NEED NOT SET FORTH THE REQUIREMENTS AT LENGTH, SO LONG AS IT IS SUFFICIENT TO PROVIDE NOTICE TO PROSPECTIVE PURCHASERS TO THE REQUIREMENTS FOR MAINTENANCE AND REPORTING.
20. ANY RETAINING WALL TALLER THAN FOUR FEET (4') REQUIRES THE ISSUANCE OF A BUILDING PERMIT FROM INSPECTION SERVICES.
21. CONTRACTOR SHALL PROVIDE RETAINING WALL DESIGN DRAWINGS BY A NH-LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. DESIGN MUST BE PRE-APPROVED BY SELECTED WALL MANUFACTURER.
22. SEE SHEET D-4 FOR LEGEND.

DRAINAGE SCHEDULE

DMH #1 RIM=55.65' IN: 41.75' (24" DMH #2) OUT: 41.65' (FES) 18" CPP w/FES L=140' S=0.005'/	CB #3-1 RIM=54.85' OUT: 51.45' (DMH #3) 12" CPP L=22' S=0.02'/	DMH #5-1 RIM=54.85' IN: 49.06' (18" DMH #8) OUT: 48.96' (DMH #5-1) 12" CPP L=24' S=0.01'/	DMH #7 RIM=55.65' IN: 46.10' (18" DMH #8) OUT: 46.10' (12" CB #7-1) 4" SCH 40 L=155' S=0.01'/	DMH #1-1 RIM=52.35' OUT: 51.35' (BOTTOM OUTLET) w/DROP TO: 46.12' (CB #1-1) 4" SCH 40 L=155' S=0.01'/	DMH #10 RIM=55.65' IN: 47.72' (12" YD #8-2-2-1) OUT: 47.62' (YD #8-2-2-1) 12" CPP L=258' S=0.005'/	DMH #10 RIM=55.65' (EXISTING) IN: 46.65' (12" CB #8-2) OUT: 46.30' (EXISTING) 15" CPP (EXISTING)
DMH #2 RIM=55.00' IN: 42.00' (6" U.D.) OUT: 42.00' (6" U.D.) IN: 47.04' (12" MANIFOLD) OUT: 47.04' (12" MANIFOLD) IN: 47.04' (12" STORMTICH) CONCRETE WEIR: 47.00' w/ 6" ORIFICE: 42.00' OUT: 42.00' (DMH #1) 24" CPP L=551' S=0.005'/	DMH #4 RIM=55.85' IN: 48.90' (12" CB #4-1) OUT: 49.55' (CB #5-1) 12" CPP L=12' S=0.01'/	DMH #5-2 RIM=54.80' OUT: 50.80' 12" CPP L=148' S=0.02'/	DMH #8 RIM=55.65' IN: 46.39' (15" DMH #9) OUT: 46.24' (18" YD #8-2) OUT: 46.14' 18" CPP L=24' S=0.01'/	DMH #2-2-1 RIM=52.00' IN: 47.07' (15" YD #8-2-1) OUT: 47.32' (12" YD #8-2-2) 12" CPP L=18' S=0.005'/	DMH #9 RIM=52.00' IN: 46.47' (12" CB #9-1) OUT: 47.22' (DMH #9) 15" CPP L=186' S=0.005'/	DMH #9 RIM=52.00' IN: 46.47' (12" CB #9-1) OUT: 47.22' (DMH #9) 15" CPP L=186' S=0.005'/
DMH #3 RIM=55.65' IN: 51.45' (12" CB #3-1) IN: 47.65' (12" DMH #4) OUT: 47.07' (12" MANIFOLD) OUT: 46.00' (24" ISOLATOR)	DMH #5 RIM=55.00' IN: 48.78' (12" CB #5-1) IN: 50.64' (12" CB #5-2) 12" CPP L=891' S=0.01'/	DMH #6 RIM=55.45' OUT: 46.00' (TEE) 12" CPP L=24' S=0.01'/	DMH #8-1 RIM=52.35' OUT: 51.35' (BOTTOM OUTLET) w/DROP TO: 47.71' 4" SCH 40 L=85' S=0.04'/	DMH #2-2-2 RIM=52.00' IN: 47.38' (15" YD #8-2-1-1) OUT: 47.28' (DMH #9) 15" CPP L=141' S=0.005'/	DMH #9-1 RIM=51.55' IN: 47.88' (6" FROM EXIST.) OUT: 47.78' (DMH #9) 12" CPP L=262' S=0.005'/	DMH #10 RIM=55.65' (EXISTING) IN: 46.65' (12" CB #8-2) OUT: 46.30' (EXISTING) 15" CPP (EXISTING)

133 Court Street
(603) 433-2335

Portsmouth, NH 03801
www.altus-eng.com

11/23/21

NOT FOR CONSTRUCTION

ISSUED FOR: **TRC**

ISSUE DATE: **NOVEMBER 23, 2021**

REVISIONS
NO. DESCRIPTION BY DATE
0 TRC EBS 11/23/21

DRAWN BY: **EBS**
APPROVED BY: **EBS**
DRAWING FILE: **4904-SITE.dwg**

SCALE:
22" x 34" - 1" = 30'
11" x 17" - 1" = 60'

OWNER:
HARLECH, LLC

273 CORPORATE DR., SUITE 150
PORTSMOUTH, NH 03801

APPLICANT:
REDGATE REAL ESTATE ADVISORS, LLC

265 FRANKLIN ST., SUITE 602
BOSTON, MA 02110

PROJECT:
47 CHESTNUT SITE REDEVELOPMENT
TAX MAP 31, LOT 5
47 CHESTNUT STREET
DOVER, NH

TITLE:
GRADING AND DRAINAGE PLAN

SHEET NUMBER:
C-4

SEDIMENT AND EROSION CONTROL NOTES

PROJECT NAME AND LOCATION

47 CHESTNUT STREET
DOVER, NEW HAMPSHIRE
TAX MAP 31 LOT 5

LATITUDE: 43.197° N
LONGITUDE: 70.878° W

OWNER:
HARLECH, LLC
273 CORPORATE DRIVE
PORTSMOUTH, NH 03801

APPLICANT:
REDGATE REAL ESTATE ADVISORS, LLC
265 FRANKLIN ST., SUITE 602
BOSTON, MA 02110

DESCRIPTION

The project consists of the redevelopment of the site to include the construction of a new 192-unit apartment building together with a restaurant, amenity space and associated site improvements.

DISTURBED AREA

The total area to be disturbed for the development is ±139,050 S.F. (±3.19 acres).

PROJECT PHASING

The project will be completed in one phase.

NAME OF RECEIVING WATER

The site drains to the Cocheco River.

SEQUENCE OF MAJOR ACTIVITIES

1. Install temporary erosion control measures including perimeter controls, stabilized construction entrance and inlet sediment filters as noted on the plan. All temporary erosion control measures shall be maintained in good working condition for the duration of the project.
2. Remove landscaping and trees, strip loam and stockpile.
3. Demolish existing site features, buildings, utilities, pavement, etc. as shown on Demolition Plan.
4. Construct building foundations.
5. Rough grade site including placement of borrow materials.
6. Construct new buildings and associated improvements.
7. Construct drainage structures, culverts, utilities & pavement base course materials.
8. Install base course paving & curbing.
9. Install top course paving and sidewalks.
10. Loam (5" min) and seed on all disturbed areas not paved or otherwise stabilized.
11. Landscaping.
12. When all construction activity is complete and the site is stabilized, remove all temporary erosion control measures and any sediment that has been trapped by these devices.

TEMPORARY EROSION & SEDIMENT CONTROL AND STABILIZATION

PRACTICES

All work shall be in accordance with state and local permits. Work shall conform to the practices described in the "New Hampshire Stormwater Manual, Volumes 1 – 3", issued December 2008, as amended. As indicated in the sequence of Major Activities, perimeter controls shall be installed prior to commencing any clearing or grading of the site. Structural controls shall be installed concurrently with the applicable activity. Once construction activity ceases permanently in an area and permanent measures are established, perimeter controls shall be removed.

During construction, runoff will be diverted around the site with stabilized channels where possible. Sheet runoff from the site shall be filtered through appropriate perimeter controls. All storm drain inlets shall be provided with inlet protection measures.

Temporary and permanent vegetation and mulching is an integral component of the erosion and sedimentation control plan. All areas shall be inspected and maintained until vegetative cover is established. These control measures are essential to erosion prevention and also reduce costly rework of graded and sloped areas.

Temporary vegetation shall be maintained in these areas until permanent seeding is applied. Additionally, erosion and sediment control measures shall be maintained until permanent vegetation is established.

INSTALLATION, MAINTENANCE AND INSPECTION PROCEDURES FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

A. GENERAL

These are general inspection and maintenance practices that should be used to implement the plan.

1. The smallest practical portion of the site shall be disturbed at one time.
2. All control measures shall be inspected at least once each week and following any storm event of 0.25 inches or greater.
3. All measures shall be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours.
4. Build-up sediment shall be removed from perimeter barriers when it has reached one-third the height of the barrier or when "bulges" occur.
5. All diversion ditches shall be inspected and any breaches promptly repaired.
6. Temporary seeding and planting shall be inspected for bare spots, washouts, and unevenness.
7. The owner's authorized engineer shall inspect the site on a periodic basis to review compliance with the Plans.
8. An area shall be considered stable if one of the following has occurred:
 - a. Base course gravel has been installed in areas to be paved;
 - b. A minimum of 85% vegetated growth has been established;
 - c. A minimum of 3 inches of non-erodible material such as stone or riprap has been installed; – or –
 - d. Erosion control blankets have been properly installed.
9. The length of time of exposure of area disturbed during construction shall not exceed 45 days.

B. MULCHING

Mulch shall be used on highly erodible soils, on critically eroding areas, on areas where conservation of moisture will facilitate plant establishment, and where shown on the plans.

1. Timing – In order for mulch to be effective, it must be in place prior to major storm events. There are two (2) types of standoffs which shall be used to assure this:
 - a. Apply mulch prior to any storm event. This is applicable when working within 90 feet of wetlands. It will be necessary to closely monitor weather predictions, usually by contacting the National Weather Service in Concord, to have adequate warning of significant storms.
 - b. Reseeded Mulching within a specified time period. The time period can range from 21 to 28 days of inactivity on a area, the length of time varying with site conditions. Professional judgment shall be used to evaluate the interaction of site conditions (soil erodibility, season of year, extent of disturbance, proximity to sensitive resources, etc.) and the potential impact of erosion on adjacent areas to choose an appropriate time restriction.
2. Guidelines for Winter Mulch Application –

Type	Rate per 1,000 s.f.	Use and Comments
Hay or Straw	70 to 90 lbs.	Must be dry and free from mold. May be used with plantings.
Wood Chips or Bark Mulch	460 to 920 lbs.	Used mostly with trees and shrubs.

INSTALLATION, MAINTENANCE AND INSPECTION PROCEDURES FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES (CONTINUED)

Jute and Fibrous Matting (Erosion Blanket)	As per manufacturer Specifications	Used in slope areas, water courses and other Control areas.
Crushed Stone	Spread more than 1/2" thick	Effective in controlling wind and water erosion.
Erosion Control Mix	2" thick (min)	

- * The organic matter content is between 80 and 100% dry weight basis.
- * Particle size by weight is 100% passing a #10 sieve and a minimum of 70 % maximum of 85% passing a 0.75 sieve.
- * Large portions of silt, clay or fine sands are not acceptable in the mix.
- * Soluble salts content is less than 4.0 mmol/cm.
- * The pH should fall between 5.0 and 8.0.

3. Maintenance – All mulches must be inspected periodically, in particular after rainstorms, to check for fill erosion. If less than 90% of the soil surface is covered by mulch, additional mulch shall be immediately applied.

C. PERMANENT SEEDING

1. Bedding – stones larger than 1/2" trash, roots, and other debris that will interfere with seeding and future maintenance of the area should be removed. Where feasible, the soil should be tilled to a depth of 5" to prepare a seeded and mix fertilizer into the soil.

2. Fertilizer – lime and fertilizer should be applied evenly over the area prior to or at the time of seeding and incorporated into the soil. Kinds and amounts of lime and organic fertilizer should be based on an evaluation of soil tests. When a soil test is not available, the following minimum amounts should be applied:

Agricultural Limestone @ 100 lbs. per 1,000 s.f.
10–20–20 (organic fertilizer) @ 12 lbs. per 1,000 s.f.

Type	Lbs. / Acre	Lbs. / 1,000 s.f.
Tall Fescue	24	0.55
Creeping Red Fescue	24	0.55
Total	48	1.10

Seed Mixture (For slope embankments):
Grass Seed: Provide fresh, clean, near-current seed complying with tolerance for purity and germination established by Official Seed Analysis of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seeds as specified:

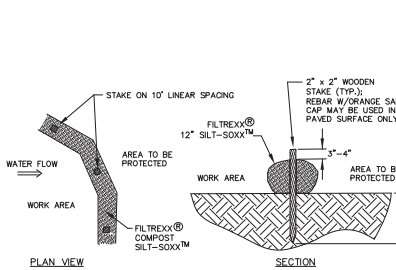
Type	Purity (%)	Min. Germination (%)	Kg./Hectare (Lbs./Acre)
Creeping Red Fescue (c)	95	85	45 (40)
Perennial Ryegrass (n)	95	90	35 (30)
Redtop	95	80	5 (5)
Alpine Clover	97	90(c)	5 (5)
Total			90 (80)

- a. Ryegrass shall be a certified fine-textured variety such as Pennfine, Fleato, Yorkton, Diplomat, or equal.
- b. Fescue varieties shall include – Creeping Red and/or Hard Redtop, Scudica, Koker, or Jamestown.

4. Sodding – sodding is done where it is desirable to rapidly establish cover on a disturbed area. Sodding on area may be substituted for permanent seeding procedures anywhere on site. Sod preparation, fertilizing, and placement of sod shall be performed according to the S.C.S. Handbook. Sodding is recommended for steep sloped areas, areas immediately adjacent to sensitive water courses, easily erodible soils (fine sand/silt), etc.

WINTER CONSTRUCTION NOTES

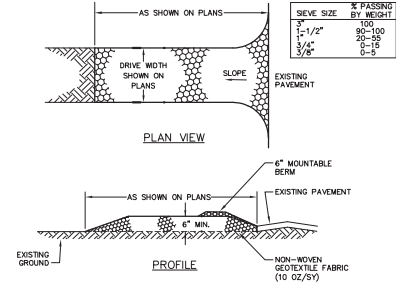
1. All proposed vegetated areas which do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized by seeding and installing erosion control blankets on slopes greater than 3:1, and elsewhere seeding and placing 3 to 4 tons of mulch per acre, secured with anchored netting. 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 the dry or spring melt events;
2. 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; and
3. 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. SILT/STOX MAY BE USED IN PLACE OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
 2. ALL MATERIAL TO MEET FILL REQUIREMENTS SHALL BE ADJUSTED AS NECESSARY TO MEET THE REQUIREMENTS OF THE SPECIFIC APPLICATION.
 3. ALL SEDIMENT TRAPPED BY SILT/STOX SHALL BE DISPOSED OF PROPERLY.

TUBULAR SEDIMENT BARRIER

NOT TO SCALE

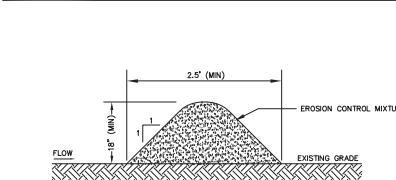


CONSTRUCTION SPECIFICATIONS

1. **STONE SIZE** – NHDOT STANDARD STONE SIZE #4 – SECTION 703 OF NHDOT STANDARD.
2. **LENGTH** – DETAILED ON PLANS (50 FOOT MINIMUM).
3. **THICKNESS** – SIX (6) INCHES (MINIMUM).
4. **WIDTH** – FULL DRIVE WIDTH UNLESS OTHERWISE SPECIFIED.
5. **FILTER FABRIC** – MIRAFI 700X OR EQUAL APPROVED BY ENGINEER.
6. **SURFACE WATER CONTROL** – ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARD THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM WITH 5:1 SLOPES THAT CAN BE CROSSED BY VEHICLES MAY BE SUBSTITUTED FOR THE PIPE.
7. **MAINTENANCE** – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHTS-OF-WAY. THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SHULLED, DROPPED, WASHED OR TRACKED INTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. **WHEELS SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE INTO PUBLIC RIGHTS-OF-WAY.** WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAIN INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. **STABILIZED CONSTRUCTION EXITS** SHALL BE INSTALLED AT ALL ENTRANCES TO PUBLIC RIGHTS-OF-WAY, AT LOCATIONS SHOWN ON THE PLANS, AND/OR WHERE AS DIRECTED BY THE ENGINEER.

STABILIZED CONSTRUCTION EXIT

NOT TO SCALE

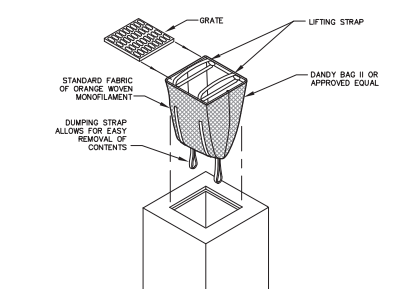


NOTES

1. ORGANIC FILTER BERMS MAY BE UTILIZED IN LIEU OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
2. THE EROSION CONTROL MIXTURE USED IN FILTER BERMS SHALL BE A WELL-GRADED MIX OF PARTICLE SIZES THAT MAY CONTAIN ROCKS LESS THAN 4\"/>
3. THE OWNER'S AUTHORIZED ENGINEER SHALL INSPECT THE SITE ON A RELATIVELY LEVEL CONTOUR. IT MAY BE NECESSARY TO CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES THAT WOULD ENABLE FLOODS TO WASH UNDER THE BERM.
4. ON SLOPES LESS THAN 5% OR AT THE BOTTOM OF SLOPES NO STEEPER THAN 3:1 AND UP TO 20' LONG, THE BERM SHALL BE A MINIMUM OF 12\"/>
5. FROZEN GROUND, OUTCROPS OF BEDROCK, AND VERY ROOTED FORESTED AREAS PRESENT THE MOST PRACTICAL AND EFFECTIVE LOCATIONS FOR ORGANIC FILTER BERMS. OTHER BMP'S SHOULD BE USED AT LOW POINTS OF CONCENTRATED RUNOFF, BELOW CULVERT OUTLET APRONS, AROUND CATCH BASINS, AND AT THE BOTTOM OF STEEP PERIMETER SLOPES THAT HAVE A LARGE CONTRIBUTING AREA.
6. SEDIMENT SHALL BE REMOVED FROM BEHIND THE EROSION BERM WHEN IT HAS ACCUMULATED TO ONE HALF THE ORIGINAL HEIGHT OF THE BERM.
7. ORGANIC FILTER BERMS MAY BE LEFT IN PLACE ONCE THE SITE IS STABILIZED PROVIDED ANY SEDIMENT DEPOSITS TRAPPED BY THEM ARE REMOVED AND DISPOSED OF PROPERLY.
8. FILTER BERMS ARE PROHIBITED AT THE BASE OF SLOPES STEEPER THAN SIX OR WHERE THERE IS FLOWING WATER WITHOUT THE SUPPORT OF ADDITIONAL MEASURES SUCH AS SILTENCE.

ORGANIC FILTER BERM

NOT TO SCALE



STORM DRAIN INLET PROTECTION

NOT TO SCALE

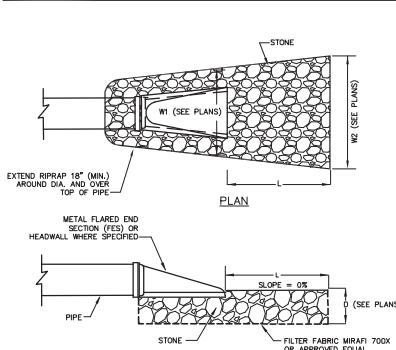
- INSTALLATION AND MAINTENANCE:
- INSTALLATION: REMOVE THE GRATE FROM CATCH BASIN. IF USING OPTIONAL OIL ABSORBENTS, PLACE ABSORBENT PILLOW IN UNIT. STAND GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO CATCH BASIN INSERT SO THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET.
- MAINTENANCE: REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF THE UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE CATCH BASIN INSERT. IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY THE UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL ABSORBENTS, REPLACE ABSORBENT WHEN NEAR SATURATION.

UNACCEPTABLE INLET PROTECTION METHOD:

A SIMPLE SHEET OF GEOTEXTILE UNDER THE GRATE IS NOT ACCEPTABLE.

STORM DRAIN INLET PROTECTION

NOT TO SCALE



MAINTENANCE

THE OUTLET PROTECTION SHOULD BE CHECKED AT LEAST ANNUALLY AND AFTER EVERY MAJOR STORM. IF THE RIPRAP HAS BEEN DISPLACED, UNDERMINED OR DAMAGED, IT SHOULD BE REPAIRED IMMEDIATELY. THE CHANNEL IMMEDIATELY BELOW THE OUTLET SHOULD BE CHECKED TO SEE THAT EROSION IS NOT OCCURRING. THE DOWNSTREAM CHANNEL SHOULD BE KEPT CLEAR OF OBSTRUCTIONS SUCH AS FALLEN TREES, DEBRIS, AND SEDIMENT THAT COULD CHANGE FLOW PATTERNS AND/OR TAIL-WATER DEPTHS ON THE PIPES. REPAIRS MUST BE CARRIED OUT IMMEDIATELY TO AVOID ADDITIONAL DAMAGE TO THE OUTLET PROTECTION APRON.

CONSTRUCTION SPECIFICATIONS

1. THE SUBGRADE FOR THE FILTER MATERIAL, GEOTEXTILE FABRIC, AND RIPRAP SHALL BE PREPARED TO THE LINES AND GRADES SHOWN ON THE PLANS.
2. THE ROCK OR GRAVEL USED FOR FILTER OR RIPRAP SHALL CONFORM TO THE SPECIFIED GRADATION.
3. GEOTEXTILE FABRICS SHALL BE PROTECTED FROM PUNCTURE OR TEARING DURING THE PLACEMENT OF THE ROCK RIPRAP. DAMAGED AREAS IN THE FABRIC SHALL BE REPAIRED BY PLACING A PIECE OF FABRIC OVER THE DAMAGED AREA OR BY COMPLETE REPLACEMENT OF THE FABRIC. ALL OVERLAPS REQUIRED FOR JOINING TWO PIECES OF FABRIC SHALL BE A MINIMUM OF 12 INCHES.
4. STONE FOR THE RIP RAP MAY BE PLACED BY EQUIPMENT AND SHALL BE CONSTRUCTED TO THE FULL LAYER THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO PREVENT SEGREGATION OF THE STONE SIZES.

RIPRAP OUTLET PROTECTION

NOT TO SCALE



133 Court Street
(603) 433-2335
Portsmouth, NH 03801
www.aitus-eng.com



NOT FOR CONSTRUCTION

ISSUED FOR: TRC

ISSUE DATE: NOVEMBER 23, 2021

REVISIONS

NO. DESCRIPTION BY DATE

0 TRC EBS 11/23/21

DRAWN BY: EBS

APPROVED BY: EDW

DRAWING FILE: 4904-DS.dwg

SCALE: NOT TO SCALE

OWNER:

HARLECH, LLC

273 CORPORATE DR., SUITE 150

PORTSMOUTH, NH 03801

APPLICANT:

REDGATE REAL ESTATE ADVISORS, LLC

265 FRANKLIN ST., SUITE 602

BOSTON, MA 02110

PROJECT:

47 CHESTNUT

SITE

REDEVELOPMENT

TAX MAP 31, LOT 5

47 CHESTNUT STREET

DOVER, NH

TITLE:

DETAIL SHEET

SHEET NUMBER:

D-1

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.

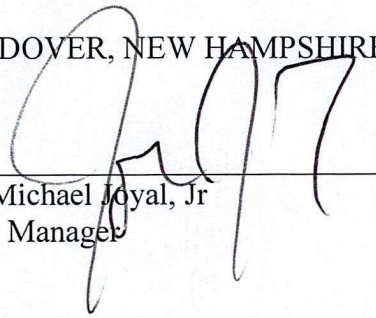
Section 5.19 Right to Know

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 5/2/2021
 Data updated Daily

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