

CITY OF DOVER

DOVER CONSERVATION COMMISSION – AGENDA

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue Dover NH
Meeting Date: Monday, June 12, 2023
Meeting Time: 5:30 pm

1. CALL TO ORDER AND ROLL CALL

2. CITIZEN'S FORUM

3. APPROVAL OF THE PRIOR MEETING MINUTES – May 8, 2023

4. OLD BUSINESS

5. NEW BUSINESS

- A. City of Dover Conditional Use Permit for Peter T. Paul Living Trust, (Agent: Altus Engineering), Assessor's Map N, Lot 8-1-4, zoned R-40, located at 56 Saddle Trail Drive. Proposal is to install a sport court in the back yard creating 2,070 square feet of impact to the wetland buffer.
- B. City of Dover Conditional Use Permit for Gary Gletow and Christine Trayner, (Agent: West Environmental, Inc.), Assessor's Map 8, Lot 41A, zoned R-20, located at 17 Wentworth Terrace. Proposal is to replace an existing deck in kind and build an addition of a second story vaulted ceiling to the existing house creating 860 square feet of temporary impact to the Conservation District.
- C. Public Hearing, in accordance with RSA 36-A:5, for the purpose of receiving public input on a proposal to expend \$21,000 from the Conservation Fund to cover a survey and transaction costs associated with the acceptance of a donated 10.39-acre conservation easement. The parcel that would contain the proposed conservation easement is known as Map B, Lot 8A, located at 39 County Farm Cross Road and is owned by the Nancy L. Ekola Revocable Trust of 2018.
Conservation Commission vote to follow public hearing.
- D. Public Hearing, in accordance with RSA 36-A:5, for the purpose of receiving public input on a proposal to expend \$556,000 and an additional \$11,000 associated with transaction costs from the Conservation Fund to purchase a 9.52-acre conservation easement on the parcel located at 170 Garrison Road. The parcel is known as Map J, Lot 3A and is owned by Mr. David Stockbower and Mrs. Raquel Stockbower. ***Conservation Commission vote to follow public hearing.***
- E. Community Trail Receptacles –\$5,000 funding request.
- F. Continued discussion on Indigenous Foraging Policy.

6. REPORT FROM THE CHAIR

- A. Review of Correspondence received from NH Department of Environmental Services

7. OTHER BUSINESS

- A. Update from Forest Management Subcommittee

8. ADJOURNMENT



CITY OF DOVER

DOVER CONSERVATION COMMISSION – MINUTES

Meeting Type: Regular Meeting
Meeting Location: City Council Conference Room - 288 Central Avenue, Dover, NH
Meeting Date: Monday, May 8, 2023
Meeting Time: **5:30 pm**

MEMBERS PRESENT: Bill Hunt (Chair), Kristen Murphy, Abigail Lyon, Jay Aube, Bruce Batchelder (Alternate), Jake Geddes (Alternate)

Absent (Excused): Robert Atwood (Secretary), Amy Kramer-Perry, Steve Fellows (Vice Chair)

STAFF PRESENT: Jackson Kaspari – Resilience Manager

OTHERS PRESENT: Councilor Lindsey Williams, Steve Height, Kathleen Blake

1. CALL TO ORDER AND ROLL CALL

The meeting was convened at 5:30 PM.

2. CITIZENS' FORUM: No citizens were present to speak during the forum.

3. APPROVAL OF THE PRIOR MEETING MINUTES – April 10, 2023

K. Murphy moved to approve the April 10, 2023 minutes, A. Lyon seconded. Vote: 5 yes. 1 abstention.

4. OLD BUSINESS: None

5. NEW BUSINESS:

- A.** City of Dover Conditional Use Permit for Chinburg Development, LLC, (Agent: Civilworks New England), Assessor's Map N, Lot 13-1, zoned R-40, located off of Oak Street and Gulf Road. Proposal is to construct a road and driveways, as well as the installation of drainage structures and systems with associated grading as part of a 11-lot open space subdivision, creating 11,956 square feet of impact to the Conservation District resulting from steep slopes in excess of 20%.

Steve Height with Civilworks New England presented information for Items A and B under New Business.

He reviewed the locations of the steep slope impacts and the reason for them. He walked the Commission through how the information addresses the CUP criteria for the Conservation District speaking to the sediment and erosion controls.

A. Lyon: Would the HOA hold the stormwater management permit?

S. Height: Yes, the HOA would have to be the holder of the permit.

A. Lyon: Could you please speak to the 100-year flood zone?

S. Height pointed to the location of the zone in proximity to an identified house lot.

A. Lyon moved to endorse the conditional use permit application given the avoidance and minimization of impacts. J. Aube seconded. Vote: 6 yes.



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- B.** City of Dover Conditional Use Permit for Chinburg Development, LLC, (Agent: Civilworks New England), Assessor's Map N, Lot 13-1, zoned R-40, located off of Oak Street and Gulf Road. Proposal is to construct a road and driveways, as well as the installation of drainage structures and systems with associated grading as part of a 11-lot open space subdivision, creating 32,089 square feet of impact to wetland buffers.

Steve reviewed the proposed wetland buffer impacts, noting locations and how the CUP criteria had been addressed per the CUP memo. He emphasized the design of the stormwater management system.

B. Hunt: Will there be modifications to the existing swale?

S. Height: No, the geometry of the swale will not be impacted.

B. Hunt: Will the HOA be involved with management of the swale and turf areas?

S. Height: Yes, they have to in accordance with the stormwater management plan.

K. Murphy: When were the wetlands delineated on the property?

S. Height: Last delineated on August 8, 2021.

J. Aube: Is there opportunity for buffer enhancement?

S. Height: There are areas that will be allowed to revegetate in accordance with the stormwater management plan which is approximately 1/3 of the buffer.

A. Lyon: Will signage be placed along property boundaries to ensure property owners are not mowing into the wetland areas?

S. Height: There is a note that requires wetland buffer placards to be installed.

J. Aube moved to endorse the conditional use permit application with a recommendation that some of the historically mowed fielded areas are allowed to revegetate. K. Murphy seconded.

Vote: 6 yes.

C. Dover Community Garden Group – Update and Funding Request

Annie Macadam, one of the leaders of the Community Garden Group, presented an update on the group status to the Conservation Commission and explained the funding request.

A. Lyon: Do you have a sense for the demographics of the people that utilize the garden?

A. Macadam: There are a good number of renters which was anticipated. A lot of people in the 20 – 40-year-old range.



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B. Hunt: Have there been issues with vandalism?

A. Macadam: Not many issues other than the gate being messed with some.

B. Batchelder: How many people are on the wait list?

A. Macadam: There are five people on the wait list for the Garrison Hill Tower location.

J. Kaspari: Where is the DCGG with the 501(c)3 status?

A. Macadam: Recognized as such with the IRS but not with the state of New Hampshire. Still need to complete the State forms and plan to complete those within the next couple of months.

J. Kaspari explained that while the garden is definitely a great asset for the community, he reminded the Commission that there is no formal partnership and that the plots are used for private benefit. While funding these requests does fall within the scope of the Conservation Commission, he cautioned the Commission that processing purchase orders requires staff time.

Discussion ensued on this.

B. Hunt: Have you investigated any grant funding?

A. Macadam: There is a grant opportunity we could pursue through the New England Grassroots Fund.

The Commission discussed that authorization of this request will allow for the DCGG to get more established and pursue other funding sources in the future.

A. Lyon moved to authorize the use of \$5,300 from the Conservation Fund for the installation of a pergola and payment of utility expenses for one year. J. Geddes seconded. Vote: 5 yes. 1 no.

K. Murphy who voted no stated that she is not opposed to the garden but has discomfort about the use of Conservation Fund monies being used to cover utility costs.

D. Discussion on Indigenous Foraging Policy

Kathleen Blake was present to explain the concept and introduce the policy that was adopted by the Town of Durham's Conservation Commission.

A. Lyon pointed out that the Commission should learn from the process that Durham went through and discuss any concerns.

J. Kaspari explained that the staff recommendation surrounding this would be to adopt a policy regarding responsible foraging and that it's difficult to adopt an overarching indigenous policy due to pending supreme court litigation and specific provisions for each conservation tract.



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K. Murphy discussed how NH has laws that protect landowners from liability if the land is open to public access. She stated her support.

B. Hunt stated that he is behind the intent philosophically but is concerned about the oversight and application.

6. REPORT FROM THE CHAIR

A. Review of Correspondence Received from NH Department of Environmental Services

J. Kaspari reported that there was no correspondence to share.

7. OTHER BUSINESS

A. Update from Forest Management Subcommittee

S. Fellows was not present for the update. The Subcommittee will be meeting later in the month.

A. Lyon asked if the installation of the new street trees could be celebrated through an event.

K. Murphy shared that the Open lands Committee is hosting a pollinator garden event off of Tolend Rd. at Riverside Gardens on May 20th from 9 am – 11 am.

8. ADJOURNMENT

A. Lyon motioned to adjourn. J. Aube seconded. Vote: 6 yes.

The meeting was adjourned at 7:05 PM.



**Civil
Site Planning
Environmental
Engineering**

133 Court Street
Portsmouth, NH
03801-4413

May 18, 2023

Donna Benton, AICP - Director of Planning and Community Development
City of Dover
288 Central Avenue
Dover, New Hampshire 03820

**Re: City of Dover
Conditional Use Permit Application
Tax Map N8, Lot 1-4
56 Saddle Trail Drive
Dover, NH
Altus Project #5383**

Dear Ms. Benton,

On behalf of Elena and Peter Paul and the Peter T. Paul Living Trust, Altus Engineering, LLC (Altus) respectfully submits a Conditional Use Permit Application to construct a sports court within the City of Dover Wetlands Buffer.

Enclosed for your consideration are the following documents:

- Letter of authorization from Owner to Altus
- Hard copy of Application
- Narrative Criteria for Conditional Use Permit Approval
- Site photographs
- Historic aerial photographs
- Supporting Plans

The Paul's errantly started construction on the sport court last year. They installed a gravel service drive and prepared the area for the construction. NHDES was notified of the issue. They immediately stopped construction. There were also some minor inadvertent wetland disturbances. Altus, working with Mission Wetland and Ecological Services developed a mitigation/restoration plan which NHDES has approved.

With the NHDES issues resolved, we are moving forward with the permitting to construct the sport court. Concurrently, Altus is filing a NHDES Shoreland Program Permit application.

The project will be located entirely in a previously disturbed upland area that prior to the installation of the gravels was a lawn.

To mitigate increases in runoff associated with the additional hardscape, a stone drip edge will be installed around the perimeter of the sport court to promote infiltration, reduce the volume and rate of stormwater runoff and reduce the heat island effect from impervious surfaces.

Following the construction, the gravel service roadway will be loamed and seeded. All areas beyond the sport court stone drip edge will be reseeded as well.

We look forward to presenting this application to the Conservation Commission and Planning Board. Please feel free to contact me directly if you have any questions or need any additional information.

Thank you in advance for your time and consideration.

Respectfully submitted,

ALTUS ENGINEERING

A handwritten signature in black ink, appearing to read "E. Weinrieb", is written over a light gray rectangular background.

Eric D. Weinrieb
President

WDE/5383 cvr ltr.docx

Enclosure

Ecopy: Peter and Elena Paul
Kevin Baum, Esq.
Sergio Bonilla, CWS



CITY OF DOVER, NEW HAMPSHIRE PLANNING APPLICATION OWNER AUTHORIZATION

OWNER AUTHORIZATION

I/We hereby submit this application to the City of Dover / City of Dover Planning Board and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant or as agent, I attest that I am duly authorized to act in this capacity.

Property Owner Name: Peter T. Paul Living Trust
Signature(s) of Property Owner(s): Peter T. Paul Date: 5/11/23
Signature of Applicant: _____ Date: _____
if different from owner

AUTHORIZATION TO ENTER SUBJECT PROPERTY

I/We hereby submit this application to the City of Dover Planning Board and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant or as agent, I attest that I am duly authorized to act in this capacity..

Property Owner Name: Peter T. Paul Living Trust
Signature(s) of Property Owner(s): Peter T. Paul Date: 5/11/23
Signature of Applicant: _____ Date: _____
if different from owner

IF SIGN PERMIT, SIGN PERMIT APPLICATION INFORMATION

If the sign permit applicant is not the property owner, this form must be completed and included as part of application submission.

I have read this application and state that, to the best of my knowledge, the information provided is true and that the proposed sign(s) will comply with all applicable regulations in Section 170-32 of the Zoning Ordinance of the City of Dover and shall conform to the submitted materials and designs. Furthermore, after 90 days, any application still waiting information will be denied.

Address of Sign Location: _____

Sign Permit Application Type:
(check one)

- ☐ Permanent Sign
- ☐ Temporary Sign
- ☐ Community Sign



City of Dover, New Hampshire CONDITIONAL USE PERMIT APPLICATION

[Revision Date: October 19, 2020]

Office Use Only	Project #:	_____	Date Received:	_____
	Amount Paid:	_____	Time Received:	_____

APPLICANT AND OWNER INFORMATION

Name of Applicant: Peter T. Paul Living Trust Telephone # 415-971-0765

Address of Applicant: 56 Saddle Trail Drive Dover, NH 03820

E-Mail Address: peter.paul@headlands.us

Name of Property Owner (if different from applicant): Same Telephone # _____

Address of Property Owner: _____

PROPERTY INFORMATION

Assessor's Map # N-8 Lot(s) # 1-4

Address of Property: 56 Saddle Trail Drive

Zoning District(s) R-40 Overlay District(s) Wetland Protection

Existing Use of Property: Single Family Residence

CONDITIONAL USE PERMIT INFORMATION

Type of Conditional Use Permit (Check All That Apply):

- | | | |
|---|---|--|
| ☐ Conservation District | ☐ RCM Use Overlay District | ☐ Gateway District |
| ☐ Groundwater Protection | ☐ Off-Street Parking and Loading | ☐ Alternative Treatment Center |
| ☒ Wetland Protection District | ☐ Central Business District | ☐ Heritage Residential District |

Describe Proposed Use or Activity That Requires Conditional Use Permit and Describe Any Impacts:

The Pauls propose to install a sport court in their back yard. The work lies within the 50-foot buffer to a
freshwater wetland system.

List Any Associated State or Federal Permits That Have Been or Will Be Applied For and Indicate Their Status: _____

NHDES Shoreland Permit

Name of Professional That Prepared Plans: Altus Engineering, LLC (Eric Weinrieb, PE)

Address 133 Court Street Portsmouth, NH 03801 Telephone #: 603-433-2335

Professional License #: NH PE7634 E-mail address: eric@altus-eng.com

SIGNATURES

I/We hereby submit this application to the City of Dover Planning Board and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant or as agent, I attest that I am duly authorized to act in this capacity.

Signature of Property Owner: See letter of authorization Date: _____

Signature of Applicant (if different from owner): _____ Date: _____

Signature of Agent: Eric D. Weinrieb PE Date: 5/16/23

AUTHORIZATION TO ENTER SUBJECT PROPERTY

I, and my successors, hereby authorize members of the Dover Planning Board, Planning Department and other pertinent City Departments and boards to enter my property for the purpose of evaluating this application, including performing inspections during the application phase, post-approval phase, construction phase and occupancy phase. It is understood that these individuals must use all reasonable care, courtesy, and diligence when on the property.

Signature of Property Owner: See letter of authorization Date: _____

**CITY OF DOVER CONDITIONAL USE
LIST OF ABUTTERS**

Pursuant to RSA 676:4, the State Law of New Hampshire, the City of Dover is required to notify the applicant, abutters (including holders of conservation easements), and any professional whose seal is on the plan, of the public hearing by certified mail, return receipt requested. Staff will provide the abutter information, while the applicant must provide accurate contact information for the owner, applicant and professional agents representing the project.

Owner:

TAX MAP	LOT #	PROPERTY OWNER	MAILING ADDRESS

Applicant (if different from owner):

APPLICANT NAME	APPLICANT COMPANY	MAILING ADDRESS

Surveyor and/or Engineer/Professional Agent:

NAME	COMPANY	MAILING ADDRESS
Eric Weinrieb	Altus Engineering, LLC	133 Court Street Portsmouth, NH 03801
Sergio Bonilla	MissionWetland and Ecological Services	PO Box 4028 Portsmouth, NH 03802
Eric Salovitch	Northam survey, LC	686 Central Ave, Ste 100 Dover, NH 03820

Conservation Easement Holder:

TAX MAP	LOT #	NAME OF EASEMENT HOLDER	MAILING ADDRESS

PLANNING BOARD FEE SCHEDULE/INVOICE

(Revised July 1, 2021)

Below are the fees associated with plan review and are subject to a nonrefundable application fee to cover administrative expenses. Please complete the information below and provide payment with your application submittal. **Plan Review Fees shall be paid prior to technical review committee (TRC) being scheduled.** For plans not requiring TRC review, **fees are due 21 days prior** to the Planning Board meeting. Staff will coordinate abutter/notice fees, which will be invoiced and must be paid 28 hours before the Planning Board meeting for an application to be heard. Fees shall be paid by cash or check made payable to "City of Dover".

A. Plan Review Fees

1. Application fee for the following (SELECT ALL THAT APPLY):

- ☐ SUBDIVISION Application fee \$200.00 + \$150.00 x # _____ new lots created = \$ _____
- ☐ LOT LINE ADJUSTMENT Application fee \$200.00 + \$100.00 X # _____ of lots involved = \$ _____
- ☐ TRANSFER OF DEVELOPMENT RIGHTS Application fee \$200.00 = \$ _____
- ☐ SITE REVIEW – RESIDENTIAL Application fee \$200.00+ \$100.00 x # _____ per dwelling unit = \$ _____
- ☐ SITE REVIEW – NON-RESIDENTIAL Application fee \$200.00 + (not to exceed \$10,000)
 - ☐ New construction \$.15 sq. ft. x # _____ sq. ft. = \$ _____
 - ☐ Additions (new floor space) \$.10 per sq. ft. x # _____ sq. ft. = \$ _____
- ☐ MOTEL/HOTEL \$35.00 x # _____ per lodging unit = \$ _____
- ☐ CHANGE OF USE Application fee \$200.00 + (not to exceed \$5,000)
 - ☐ Existing floor spaces \$.10 per sq. ft. x # _____ sq. ft. = \$ _____
- ☒ CONDITIONAL USE PERMIT Application fee \$200.00 x # ¹ _____ per Application = \$ 200
- ☐ GRAVEL PIT/ EXCAVATIONS
 - ☐ Application fee \$50.00 = \$ _____
 - ☐ Permit fee \$75.00 = \$ _____
- ☐ EXTENSIONS/AMENDMENTS/WAIVERS FOR AN APPROVED PLAN Application fee \$200.00 = \$ _____
- ☐ REQUEST FOR REZONING Application fee \$200.00 = \$ _____
- ☐ DRIVEWAY WAIVER Application fee \$200.00 = \$ _____

- 2. TOTAL IMPERVIOUS PAVED AREA** (for new development, roadways or additions to existing parking lots, (not to exceed \$10,000)) Application fee of \$200.00 is N/A if it is part of a Site Review or Subdivision Plan. \$200.00 + \$.07 per sq. ft. x # _____ sq. ft. = \$ _____

SUBTOTAL PLAN REVIEW FEE (A) = \$ _____

AND

- B. Abutter Notification/Mailing Labels** - this office will create and print the abutter list and provide labels in triplicate for each abutter. The applicant/owner will review the list for accuracy and provide to us the engineer, architect, licensed land surveyor (LLS), licensed landscape architect (LLA) and/or soil scientist whose professional seal appears on the plan with names and addresses for notices.

- ☒ Applicant & Owner, engineer, architect, LLS, LLA and/or soil scientist
 - ☐ Certified letters fee # ³ _____ of x \$8.00 = \$ 24.00
- ☐ Certified letters fee: # of abutters _____ X \$8.00 = \$ _____
- ☐ First Class Mail fee (for individual owner of units within a condominium or other collective form of ownership): # of abutters _____ X \$1.00 = \$ _____
- ☐ Creating/Printing Abutter Labels in triplicate per sheet _____ x \$10.00 = \$ _____

- C. Foster's newspaper public notice fee \$100.00 x # _____ applications = \$ _____**

SUBTOTAL NOTICE FEE (B & C) = \$ _____

TOTAL INVOICE AMOUNT (A, B & C) = \$ _____

PLAN REVIEW FEE COLLECTED/PAID = \$ _____

BALANCE DUE = \$ _____

The balance due must be paid 28 hours prior to the Planning Board Meeting, to be heard.



*Civil
Site Planning
Environmental
Engineering*

133 Court Street
Portsmouth, NH
03801-4413

CRITERIA FOR CONDITIONAL USE PERMIT APPROVAL

SPORT COURT CONSTRUCTION WITHIN THE CITY OF DOVER WETLANDS BUFFER

MAY 2023

PRACTICAL ALTERNATIVE

56 Saddle Trail Drive is a 2.33-acre parcel accessed from a private roadway, with water frontage on the Cocheco River. There is a significant slope across the parcel with elevations ranging from 6 along the waterfront up to elevation 46 at the street level. The Pauls are maintaining a 100-foot buffer to the highest observable tide line. The area beyond the 50-foot wetland buffer has steep slopes or is already developed with the home, septic system, and pool area. Siting the sport court outside the buffer would create a visual impact to the abutters and require retaining walls and elaborate construction techniques. The area where the sport court will be located is within an existing lawn and was altered during the construction of the home.

The Pauls recently purchased the property. The lot was fully developed by the previous owner. The limits of the maintained areas were previously established. The attached aerial timeline photo log demonstrates that the lawn area was created when the home was constructed starting in the spring of 2015.

The Paul's erroneously started to construct the sport court in the buffer area. As soon as they were made aware of their mistake, they immediately stopped construction. On their behalf, Altus and Mission Wetland and Ecological Services have been working with DES staff to resolve the wetland and wetland buffer violations on the property.

AVOIDANCE

The sport court will be located in a lawn area. The applicant is avoiding impacting the 100-foot buffer from the Cocheco River and the natural unmaintained buffer area and habitat corridor.

Moving the sport court upslope closer to the street is not reasonable or practical due to the excessive slopes and previously developed site infrastructure.

MINIMIZATION

The project avoids impacting the wetlands and the tidal buffer resource area. The impacts are limited to existing developed areas that were created when the house was constructed. No natural areas will be impacted by the construction. The gravel driveway and areas around the sport court will be revegetated. A perimeter stone drip edge will treat and promote infiltration of the runoff generated by the new impervious surface and reduce the heat island effect. The sport court will not generate pollutants from automobiles that you typically have from pavement runoff.

NHDES PERMITTING

The project does not impact any wetlands or any surfaces within 100-feet of the highest observable tide line. A permit from the Shoreland Program is required as the lot is almost entirely within the 250-foot buffer.

Wde/5383 cup supporting doc.docx



Photo #1:
Looking north at existing lawn area. Proposed sport court will be to left.
October 17, 2022



Photo #2:
Looking southerly at area roughed out for proposed sport court. – October
17, 2022



Photo #3:
Looking southwesterly at existing residence and pool proximity to
proposed sport court area to left.
October 17, 2022



Photo #4:
Looking westerly at existing temporary access drive installed for the
construction and future access to sport court and pool area.
September 8, 2022



Photo #5:
Looking northerly at existing residence. Sport court to be constructed in previous lawn area. - September 8, 2022



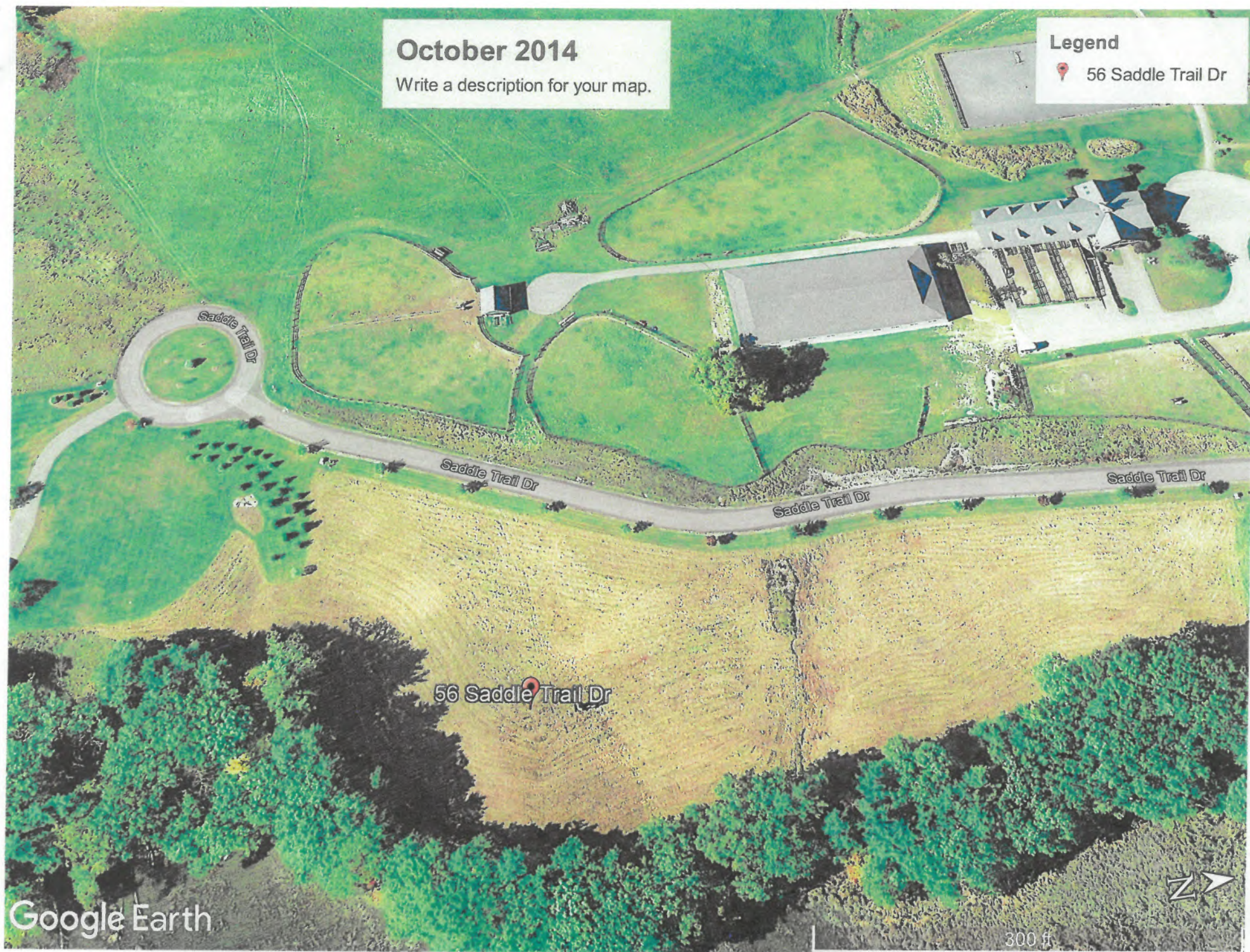
Photo #6:
Looking easterly at existing sediment tubular barrier, lawn, fence and waterfront trees and river beyond.
October 17, 2022

October 2014

Write a description for your map.

Legend

 56 Saddle Trail Dr



Google Earth

May 2015

Write a description for your map.

Legend

56 Saddle Trail Dr



Google Earth

April 2016
Alternate View

Legend

 56 Saddle Trail Dr

56 Saddle Trail Dr

Google Earth

200 ft



October 2016
Alternate View

Legend

 56 Saddle Trail Dr

56 Saddle Trail Dr

Google Earth

100 ft



October 2020
Alternate View

Legend

 56 Saddle Trail Dr

56 Saddle Trail Dr

Google Earth

100 ft



June 2022
Alternate View

Legend

 56 Saddle Trail Dr

56 Saddle Trail Dr

Google Earth

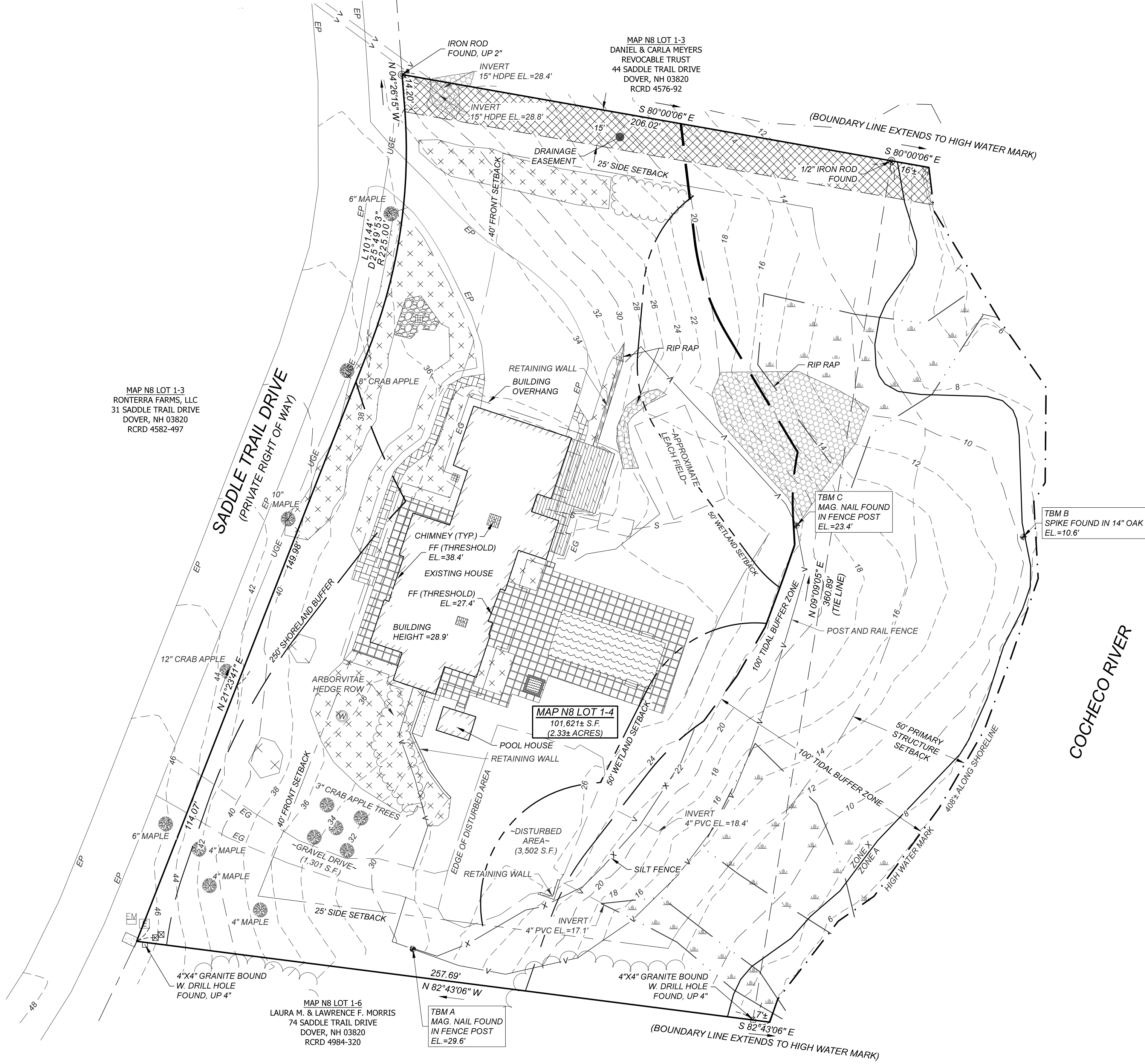
Image © 2023 Maxar Technologies



100 ft



MAP 137 LOT 11	LEGEND	ASSESSORS MAP AND LOT NUMBER
CONC.		CONCRETE
EM		ELECTRIC METER
EP		EDGE OF PAVEMENT
FF		FINISHED FLOOR
INV		INVERT
RCRD		ROCKINGHAM COUNTY REGISTRY OF DEEDS
S.F.		SQUARE FEET
○		IRON PIPE/ROD FOUND
□		BOUND FOUND
⊞		ELECTRIC BOX
⊞		CATCH BASIN
⊞		DECIDUOUS TREE
⊞		WELL
—○—		OVERHEAD WIRE
—U—		UNDERGROUND ELECTRIC
—A—		PICKET FENCE
—		BOUNDARY LINE
—		SETBACK LINE
—		TREE LINE
—		SHRUB LINE
—		DRAIN LINE
—		EXISTING CONTOUR
—		EDGE OF WETLAND
—		*FEMA FLOOD HAZARD ZONE
—		WETLAND SETBACK
—		100' TIDAL SETBACK
—		CONCRETE
—		RIP RAP
—		WETLANDS
—		PAVERS
—		WOODEN DECK
—		BLUE STONE
—		PEASTONE
—		LANDSCAPED AREA



- NOTES:**
- SUBJECT PARCEL: TAX MAP N-8 LOT 1-4
56 SADDLE TRAIL DRIVE
DOVER, NH 03820
NS PROJECT #516
 - OWNER OF RECORD: PETER T. PAUL LIVING TRUST
21 COTTON FARM LANE
NORTH HAMPTON, NH 03862
S.C.R.D. BOOK 4956, PAGE 741
 - PARCEL AREA: 101,621± S.F. OR 2.33± AC
 - DIMENSIONAL REQUIREMENTS:** ZONE: R-40
MIN LOT AREA: 40,000 S.F.
MIN LOT FRONTAGE: 150'
FRONT SETBACK: 40'
MIN SIDE/REAR SETBACK: 25'
MAX BUILDING HEIGHT: 35'
WETLAND SETBACKS: 50'

OVERLAY DISTRICT: COCHECHO WATER FRONT DISTRICT (CWD)

THE PARCEL IS SUBJECT TO RSA483-B, THE SHORELAND WATER QUALITY PROTECTION ACT.

ZONING INFORMATION SHOWN HEREON IS PER THE TOWN OF DOVER, NH ZONING ORDINANCE LAST REVISED 05/11/2022. ADDITIONAL REGULATIONS APPLY. THE LAND OWNER IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE TOWN, STATE, AND FEDERAL REGULATIONS.
 - FLOOD HAZARD ZONE:
"X" "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN"
"A" "WITHOUT A BASE FLOOD ELEVATION"
PER FIRM MAP #33017C0330E, WITH AN EFFECTIVE DATE OF 9/15/2015.
 - THE INTENT OF THIS PLAN IS TO SHOW THE LOCATION OF BOUNDARIES IN ACCORDANCE WITH THE CURRENT LEGAL DESCRIPTIONS. IT IS NOT AN ATTEMPT TO DEFINE UNWRITTEN RIGHTS, DETERMINE THE EXTENT OF OWNERSHIP, OR DEFINE THE LIMITS OF TITLE.
 - FIELD SURVEY COMPLETED BY NORTHAM SURVEY, LLC IN SEPTEMBER, 2022 USING A TRIMBLE S5 TOTAL STATION WITH A TRIMBLE TSC3 DATA COLLECTOR, A TRIMBLE R12 GPS RECEIVER AND A SOKKIA B31 AUTO LEVEL.
 - HORIZONTAL DATUM IS NAD83(2011) NEW HAMPSHIRE STATE PLANE COORDINATES PER STATIC GPS OBSERVATIONS.
 - THE VERTICAL DATUM IS NAVD88 PER STATIC GPS OBSERVATIONS. THE CONTOUR INTERVAL IS 2 FEET.
 - EASEMENTS, RIGHTS, AND RESTRICTIONS SHOWN OR IDENTIFIED ARE THOSE WHICH WERE FOUND DURING RESEARCH PERFORMED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS. OTHER RIGHTS, EASEMENTS, OR RESTRICTIONS MAY EXIST WHICH A TITLE EXAMINATION OF SUBJECT PARCEL(S) WOULD DETERMINE.
 - THE LOCATION OF UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. NORTHAM SURVEY LLC MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UNDERGROUND UTILITIES SHOWN. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE.
 - THE BOUNDARY SHOWN HEREON IS PER REFERENCE PLAN 1.
 - WETLAND DELINEATION CONDUCTED BY SERGIO BONILLA, NEW HAMPSHIRE STATE CERTIFIED WETLAND SCIENTIST (#261) ON 9/22/2022 IN ACCORDANCE WITH THE UNITED STATES ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, TECHNICAL REPORT Y-87-1 (JANUARY 1987), AND THE REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION (VERSION 2-TR-12-1, JANUARY 2012).



EXISTING CONDITIONS
FOR
PETER PAUL LIVING TRUST
OF
TAX MAP N8 LOT 1-4
56 SADDLE TRAIL DRIVE
DOVER, NH
COUNTY OF STRAFFORD

SCALE: 1"=30' (22x34) 1"=60' (11x17)

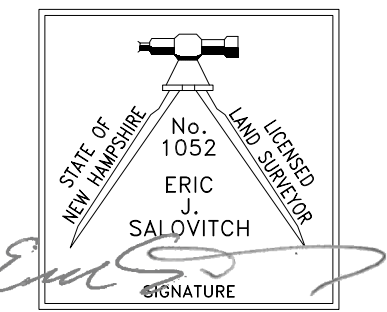
JOB NO.	516	DATE:	2022-10-20
DRAWN BY:	JJH	DRAWING:	516 SURVEY.DWG
CHECKED BY:	EJS	SHEET:	1 OF 1

NO.	DATE	DESCRIPTION	BY

PURSUANT TO NEW HAMPSHIRE RSA 676:18 III

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.

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION. THIS SURVEY CONFORMS TO THE ACCURACY REQUIREMENTS OF AN URBAN SURVEY OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS.
I FURTHER CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE. RANDOM TRAVERSE SURVEY BY TOTAL STATION WITH A PRECISION GREATER THAN 1:15,000.



LICENSED LAND SURVEYOR

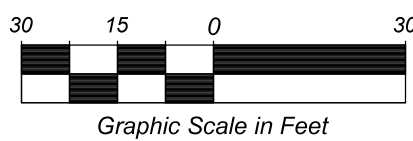
OCTOBER 20, 2022
DATE



IMPERVIOUS SUMMARY IN SHORELAND BUFFER (0-250')	
TOTAL EXISTING IMPERVIOUS AREA WITHIN SHORELAND BUFFER	16,579 S.F. (16.3%)
PRIMARY STRUCTURE (INCLUDING DECKS)	6,602 S.F. (6.5%)
ACCESSORY STRUCTURES (POOL HOUSE)	145 S.F.
DRIVEWAY	3373 S.F.
GRAVEL DRIVEWAY (NEW)	1,301 S.F.
WALKWAYS	474 S.F.
PATIOS & POOL	3,572 S.F.
CONCRETE & GRAVEL	990 S.F.
RETAINING WALLS	122 S.F.

PLAN REFERENCES:

- "LOT LINE ADJUSTMENT FOR FOR WOODWIND FARMS, LLC" PREPARED BY DOUCET SURVEY INC. DATED JANUARY 28, 2008, RECORDED IN THE S.C.R.D. AS P 0093-0068
- "SHORELAND PLAN OF LAND, FOR JAMIESON DUSTON" PREPARED BY GROOVER SEPTIC DESIGN, DATED OCTOBER, 2014, NOT RECORDED IN THE S.C.R.D., RECORDED AS FILE NO. 1480



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

A. GENERAL

These are general inspection and maintenance practices that shall be used to implement the plan:

- The smallest practical portion of the site shall be denuded at one time.
- All control measures shall be inspected at least once each week and following any storm event of 0.5 inches or greater.
- All measures shall be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours.
- Built-up sediment shall be removed from silt fence or other barriers when it has reached one-third the height of the fence or bale, or when "bulges" occur.
- All diversion dikes shall be inspected and any breaches promptly repaired.
- Temporary seeding and planting shall be inspected for bare spots, washouts, and unhealthy growth.
- The owner's authorized engineer shall inspect the site on a periodic basis to review compliance with the Plans.
- An area shall be considered stable if one of the following has occurred:
 - Base coarse gravels have been installed in areas to be paved;
 - A minimum of 85% vegetated growth as been established;
 - A minimum of 3 inches of non-erosive material such as stone or riprap has been installed; – or –
 - Erosion control blankets have been properly installed.
- 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.

- Timing – In order for mulch to be effective, it must be in place prior to major storm events. There are two (2) types of standards which shall be used to assure this:
 - Apply mulch prior to any storm event. This is applicable when working within 100 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.
 - Required 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 shrub plantings.
Jute and Fibrous Matting (Erosion Blanket	As per manufacturer Specifications	Used in slope areas, water courses and other Control areas.
Crushed Stone 1/4" to 1-1/2" dia.	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 6" screen and a minimum of 70 %, maximum of 85% passing a 0.75" screen. * The organic portion needs to be fibrous and elongated. * Large portions of silts, clays or fine sands are not acceptable in the mix. * Soluble salts content is less than 4.0 mmhos/cm. * The pH should fall between 5.0 and 8.0.

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

C. TEMPORARY GRASS COVER

- Seedbed Preparation – Apply fertilizer at the rate of 600 pounds per acre of 10–10–10. Apply limestone (equivalent to 50 percent calcium plus magnesium oxide) at a rate of three (3) tons per acre.
- Seeding –
 - Utilize annual rye grass at a rate of 40 lbs/acre.
 - Where the soil has been compacted by construction operations, loosen soil to a depth of two (2) inches before applying fertilizer, lime and seed.
 - Apply seed uniformly by hand, cyclone seeder, or hydroseeder (slurry including seed and fertilizer). Hydroseedings, which include mulch, may be left on soil surface. Seeding rates must be increased 10% when hydroseeding.

- Maintenance – Temporary seedings shall be periodically inspected. At a minimum, 95% of the soil surface should be covered by vegetation. If any evidence of erosion or sedimentation is apparent, repairs shall be made and other temporary measures used in the interim (mulch, filter barriers, check dams, etc.).

D. FILTERS

- Silt Fence
 - Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Test	Requirements
Filtering Efficiency	VTM-51	75% minimum
Tensile Strength at 20% Maximum Elongation*	VTM-52	Extra Strength 50 lb/lin in (min) Standard Strength 30 lb/lin in (min)
Flow Rate	VTM-51	0.3 gal/sf/min (min)

* Requirements reduced by 50 percent after six (6) months of installation.

Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizer to provide a minimum of six (6) months of expected usable construction life at a temperature range of 0 degrees F to 120° F.

INSTALLATION, MAINTENANCE AND INSPECTION PROCEDURES FOR
TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES (CON'T)

- Posts shall be spaced a maximum of ten (10) feet apart at the barrier location or as recommended by the manufacturer and driven securely into the ground (minimum of 16 inches).
- A trench shall be excavated approximately six (6) inches wide and eight (8) inches deep along the line of posts and upslope from the barrier.
- When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend no more than 36 inches above the original ground surfaces.
- The "standard strength" filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of item (g) applying.
- The trench shall be backfilled and the soil compacted over the filter fabric.
- Silt fences shall be removed when they have served their useful purpose but not before the upslope areas has been permanently stabilized.

- Sequence of Installation – Sediment barriers shall be installed prior to any soil disturbance of the contributing upslope drainage area.

- Maintenance –
 - Silt fence barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. They shall be repaired if there are any signs of erosion or sedimentation below them. Any required repairs shall be made immediately. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water, the sediment barriers shall be replaced with a temporary stone check dam.

- Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.

- Sediment deposits must be removed when deposits reach approximately one-third (1/3) the height of the barrier.

- Any sediment deposits remaining in place after the silt fence or other barrier is no longer required shall be removed. The area shall be prepared and seeded.

- Additional stone may have to be added to the construction entrance, rock barrier and riprap lined swales, etc., periodically to maintain proper function of the erosion control structure.

E. PERMANENT SEEDING –

- Bedding – stones larger than 1", 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 seedbed and mix fertilizer into the soil.

- 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 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 fertilizer @ 12 lbs. per 1,000 s.f.

3. Seed Mixture (recommended):

Type	Lbs. / Acre	Lbs. / 1,000 sf
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, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified:

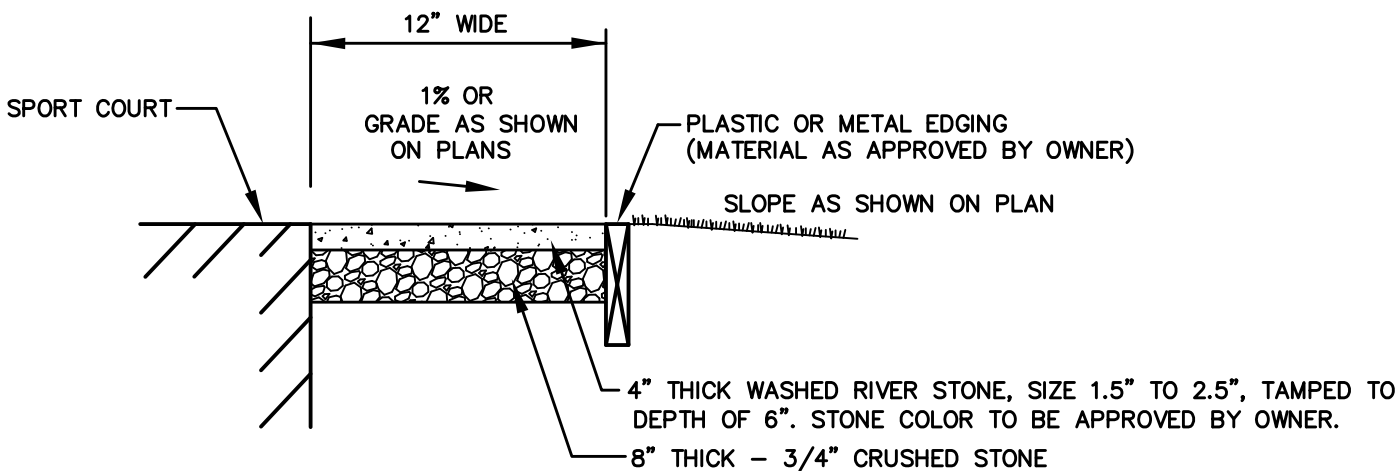
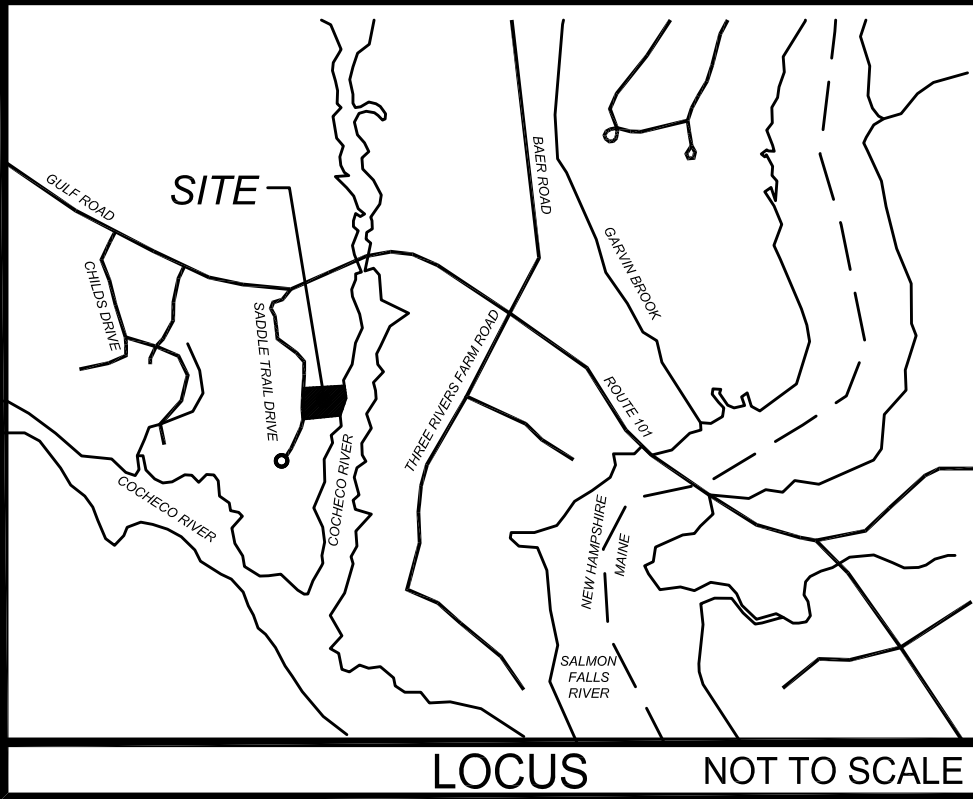
Type	Min. Purity (%)	Min. Germination (%)	Kg./Hectare (Lbs./Acre)
Creeping Red Fescue (b)	96	85	45 (40)
Perennial Rye Grass (a)	98	90	35 (30)
Redtop	95	80	5 (5)
Alsike Clover	97	90	5 (5)
Total			90 (80)

- Ryegrass shall be a certified fine-textured variety such as Pennfine, Fiesta, Yorktown, Diplomat, or equal.
- Fescue varieties shall include – Creeping Red and/or Hard Reliant, Scaldis, Koket, or Jamestown.

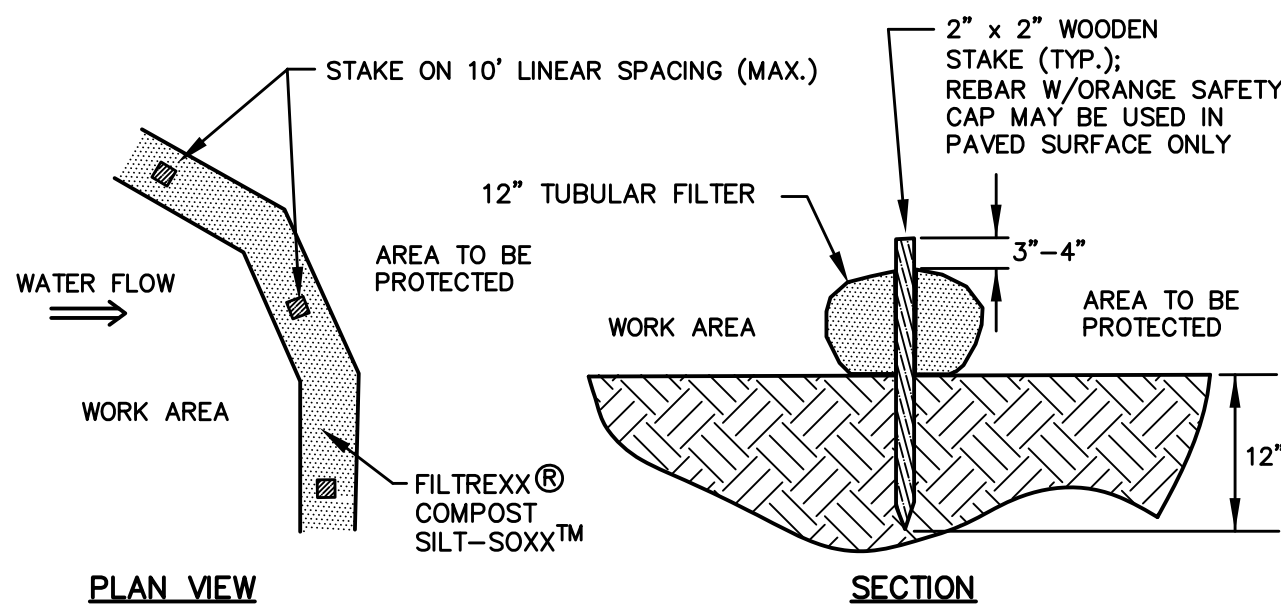
- Sodding – sodding is done where it is desirable to rapidly establish cover on a disturbed area. Sodding an area may be substituted for permanent seeding procedures anywhere on site. Bed preparation, fertilizing, and placement of sod shall be performed according to the S.C.S. Handbook. Sodding is recommended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

WINTER CONSTRUCTION NOTES

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

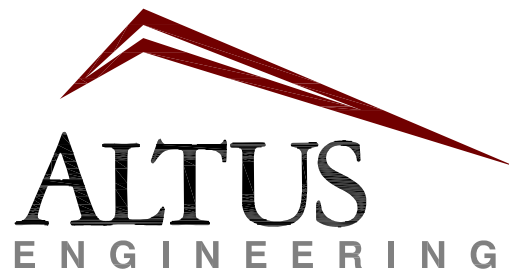


DRIP EDGE DETAIL NOT TO SCALE



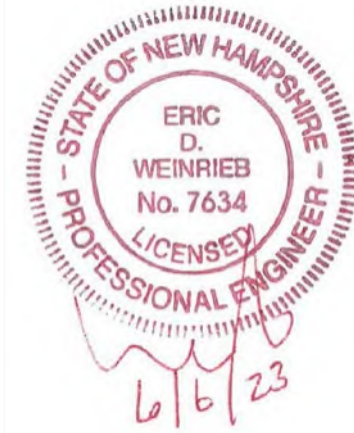
- NOTES:
- SILT/SOXX OR APPROVED EQUAL SHALL BE USED FOR TUBULAR SEDIMENT BARRIERS.
 - ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS.
 - COMPOST/SOIL/ROCK/SEED FILL MATERIAL SHALL BE ADJUSTED AS NECESSARY TO MEET THE REQUIREMENTS OF THE SPECIFIC APPLICATION.
 - ALL SEDIMENT TRAPPED BY BARRIER SHALL BE DISPOSED OF PROPERLY.

TUBULAR SEDIMENT BARRIER NOT TO SCALE



133 Court Street
(603) 433-2335

Portsmouth, NH 03801
www.altus-eng.com



NOT FOR CONSTRUCTION

ISSUED FOR:

APPROVAL

ISSUE DATE:

MAY 16, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	05/16/23

DRAWN BY: _____ RLH

APPROVED BY: _____ EDW

DRAWING FILE: _____ 5383SITE.dwg

SCALE:

(22"x34") – NOT TO SCALE
(11"x17") – NOT TO SCALE

OWNER:

PETER T. PAUL LIVING TRUST

56 SADDLE TRAIL DRIVE

DOVER, NH 03820

APPLICANT:

PETER T. PAUL
&
ELENA SYSOVSKAYA

56 SADDLE TRAIL DRIVE

DOVER, NH 03820

PROJECT:

SITE
IMPROVEMENTS
TAX MAP N, LOT 8-1-4
56 SADDLE TRAIL DRIVE
DOVER, NH

TITLE:

EROSION CONTROL
NOTES & DETAIL
SHEET

SHEET NUMBER:

2 OF 2

P5383



PERMIT SNAPSHOT REPORT COND-2023-0042 FOR CITY OF DOVER, N.H.

Permit Type: Conditional Use **Project:** **App Date:** 06/02/2023
Work Class: Environmental **District:** None **Exp Date:** NOT AVAILABLE
Status: Submitted - Online **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** Glidden, Jean **Approval Expire Date:**

Description:

Parcel: 08041-A00000	Main	Address: 17 Wentworth Tr Dover, NH	Main	Zone:
Owner Gary Gletow Home: (603) 969-0822 Business: (603) 969-0822 Mobile: (603) 969-0822	Owner christine trayner 17 Wentworth Terrace Dover, NH 03820 Home: (603) 969-6564 Business: (603) 969-6564 Mobile: (603) 969-6564	Applicant christine trayner 17 Wentworth Terrace Dover, NH 03820 Home: (603) 969-6564 Business: (603) 969-6564 Mobile: (603) 969-6564	Plan Preparer Paul Dobberstein Home: (603) 292-5747 Business: (603) 292-5747 Mobile: (603) 292-5747	

Permit Custom Fields

General Purpose	Alteration / Addition	Project Zone	Residential	Select Permit Type(s): Conservation District
Work	This project proposes to replace an existing deck in kind and build an addition of a second-story vaulted ceiling to the existing house which is within the 100-foot tidal buffer zone. There will be no expansion of the existing footprint but there will be 860SF of temporary impacts to the lawn area which is previously developed tidal buffer zone.	What is the parcel zoned?	R-20	permitstatefed Standard Dredge and Fill wetlands permit. Accepted for Technical Review 5/18/23.

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_christine_trayner_6/2/2023.jpg	06/02/2023 11:56	trayner, christine		Uploaded via CSS

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00003644	Planning General Application Fee	\$200.00	\$0.00
Total for Invoice INV-00003644		\$200.00	\$0.00
Grand Total for Permit		\$200.00	\$0.00

Workflow Step / Action Name	Action Type	Start Date	End Date
Review v.1			
Confirm application complete v.1	Generic Action		
Conditional Use Review v.1	Receive Submittal		
Technical Review Committee Meeting v.1	Hold Meeting		
Planning Board v.1			
Planning Board Agenda v.1	Task		
Invoice for Notices v.1	Task		
Send Notices v.1	Task		
Planner Creates Staff Recommendations v.1	Plan Activity		
Distribute Planning Board Materials v.1	Task		

PERMIT SNAPSHOT REPORT (COND-2023-0042)

Planning Board Hearing v.1	Hold Hearing
Planning Board Decision v.1	Permit Activity
NOD Sent to Applicant v.1	Create Report
Issue Permit v.1	
Verify Fees Prior to Permit v.1	Generic Action
Issue and Review Permit v.1	Generic Action
Print and Email Permit v.1	Generic Action
Plans uploaded to Treeno v.1	Generic Action
Property Info Group v.1	Generic Action
Recording v.1	Task



Site

43.124364, -70.831678

Keyboard shortcuts | Map data ©2023 | 10 m | Terms of Use



1. Looking northeast at the temporary impact area.



2. Looking southeast at the deck to be replaced and the room where the 2nd story will be added.



3. Looking southwest at the temporary impact areas towards the driveway.



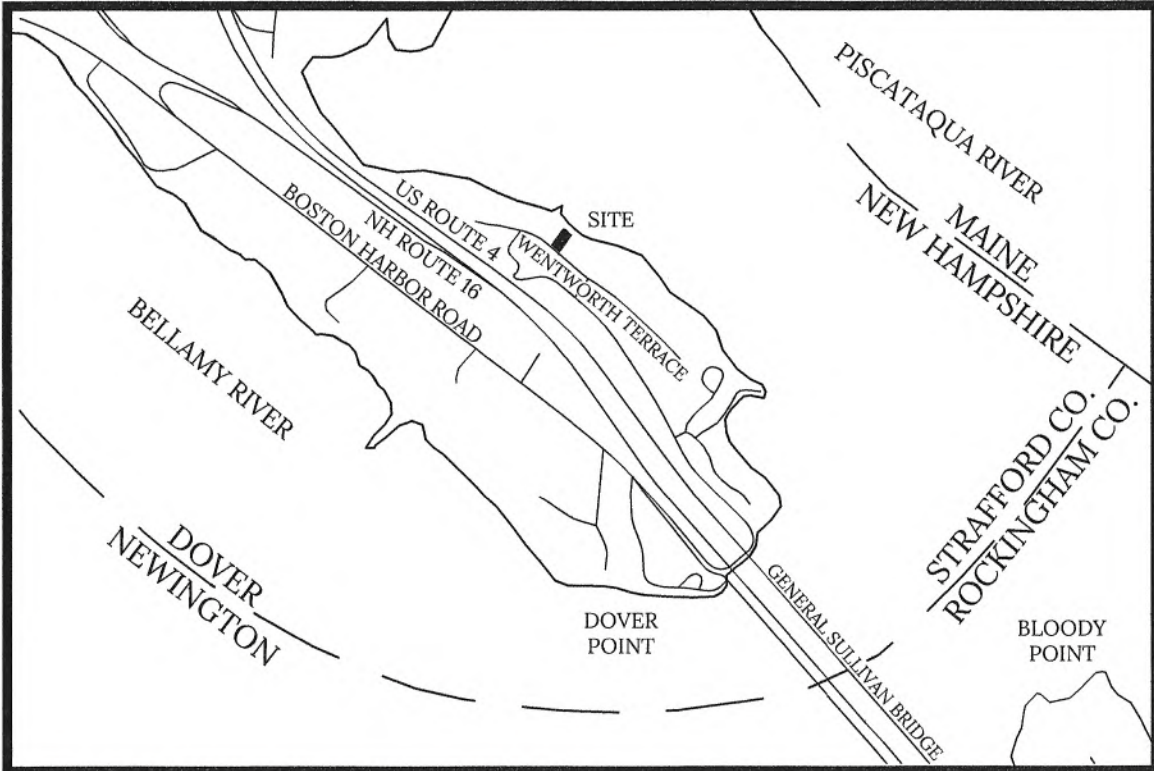
4. Looking south at the house from the salt marsh in front of the retaining wall.



5. Looking west at the house and the eastern corner of the retaining wall.



6. Looking southwest at the temporary impact areas south of the house.



LOCATION MAP SCALE 1"=1,000'

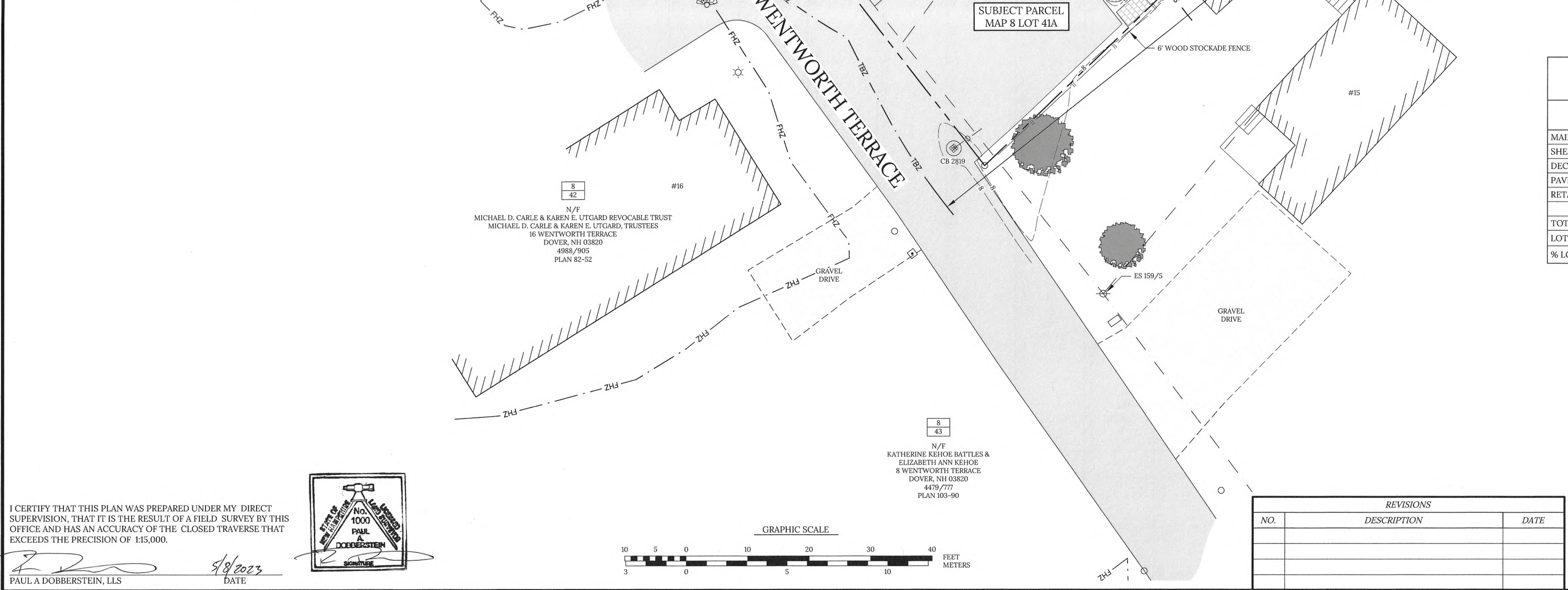
LEGEND:

N/F
SCRD
1
2
○
●

NOW OR FORMERLY
STRAFFORD COUNTY REGISTRY OF DEEDS
ABUTTER TAX MAP & LOT NUMBER
IRON ROD/IRON PIPE FOUND
STONE/CONCRETE BOUND FOUND
5/8" IRON ROD w/ALUMINUM ID CAP SET
BOUNDARY
BUILDING SETBACK
MEAN HIGH WATER LINE
HIGHEST OBSERVABLE TIDE LINE
PSS
NHDES 50' PRIMARY STRUCTURE SETBACK
NHDES 100' TIDAL BUFFER ZONE
FBZ
FEMA SPECIAL FLOOD HAZARD AREA LINE

OVERHEAD ELECTRIC/WIRES
WOODS / TREE LINE
UTILITY POLE/UTILITY POLE w/GUY WIRE
WATER SHUT OFF/CURB STOP
GATE VALVE
HYDRANT
METER (GAS, WATER, ELECTRIC)
TBM
TYP.
LSA

TEMPORARY BENCHMARK
TYPICAL
LANDSCAPED AREA



- NOTES:**
- 1) THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS AND PROPOSED TEMPORARY IMPACTS TO THE TIDAL BUFFER ZONE ON ASSESSOR'S MAP 8 LOT 41A IN THE CITY OF DOVER.
 - 2) SUBJECT PARCEL IS SHOWN ON THE CITY OF DOVER ASSESSOR'S MAP 8 AS LOT 41A.
 - 3) OWNERS OF RECORD:
GARY GLETOW & CHRISTINE ELIZABETH TRAYNER
17 WENTWORTH TERRACE
DOVER, NH 03820
4802/23
 - 4) SUBJECT PARCEL IS IN A SPECIAL FLOOD HAZARD AREA, ZONE AE (ELEVATION 8) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL 33017C0405E. PANEL EFFECTIVE DATE SEPTEMBER 30, 2015.
 - 5) SUBJECT PARCEL AREA:
6,707 S.F.± (TO MEAN HIGH WATER)
0.15 ACRES± (TO MEAN HIGH WATER)
 - 6) SUBJECT PARCEL IS LOCATED IN THE LOW DENSITY RESIDENTIAL (R-20) ZONING DISTRICT AND IS SUBJECT TO THE FOLLOWING DIMENSIONAL REQUIREMENTS (FOR PRINCIPAL USE):

MINIMUM LOT SIZE	20,000 S.F.
FRONTAGE	125 FEET
SETBACKS (PRINCIPAL)	FRONT 20 FEET MIN., 35 FEET MAX.
	SIDE 20 FEET
	REAR 300 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM LOT COVERAGE	30%
 - 7) BASIS OF BEARING IS MAGNETIC NORTH 2005 PER S.C.R.D. PLAN 103-90. VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS NGS PID OC0315-842 1897 TIDAL 3.
 - 8) MEAN HIGH WATER LINE IS BASED ON NOAA STATION 8243005, ATLANTIC TERMINALS T14A NH. MEAN HIGH WATER BEING AT AN ELEVATION OF 3.01, NAVD88.
 - 9) SEE STANDARD BOUNDARY SURVEY FOR DETAILED PROPERTY INFORMATION.

WETLAND NOTE:

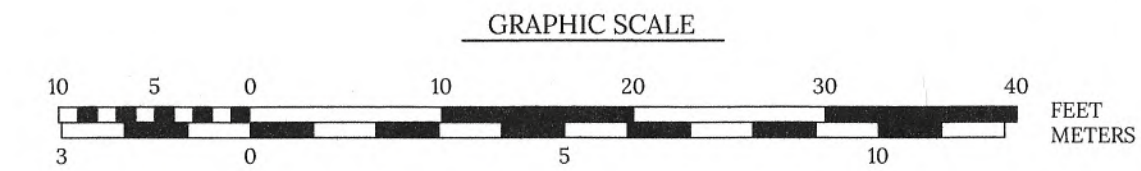
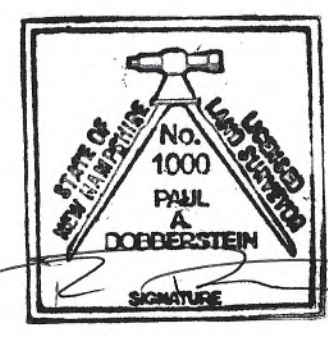
1) HIGHEST OBSERVABLE TIDE LINE DELINEATED BY MARK WEST NH CERTIFIED WETLAND SCIENTIST #10 ON APRIL 14TH 2023 BASED ON SALT MARSH VEGETATION AND EVIDENCE OF RACK LINE AND CONSISTENT HIGH TIDE FLOODING.

IMPERVIOUS SURFACE AREAS		
STRUCTURE	PRE-CONSTRUCTION IMPERVIOUS (S.F.)	POST-CONSTRUCTION IMPERVIOUS (S.F.)
MAIN STRUCTURE	1,196	1,196
SHED	102	102
DECK & STAIRS	239	220
PAVEMENT	1,190	1,190
RETAINING WALLS	69	69
TOTAL	2,796	2,777
LOT SIZE	6,707	6,707
% LOT COVERAGE	41.7%	41.4%

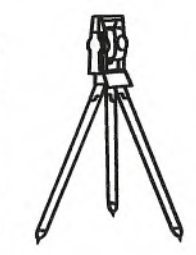
WETLAND PERMIT PLAN
OWNERS OF RECORD
GARY GLETOW & CHRISTINE ELIZABETH TRAYNER
ASSESSOR'S MAP 8 LOT 41A
17 WENTWORTH TERRACE
CITY OF DOVER
STRAFFORD COUNTY
NEW HAMPSHIRE

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

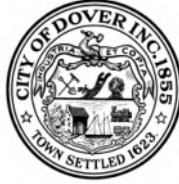
Paul A. Dobberstein
PAUL A DOBBERSTEIN, LLS
5/8/2023
DATE



REVISIONS		
NO.	DESCRIPTION	DATE



Stake & Stones Land Surveying, LLC
229 S Main Street Newmarket, NH 03857
603.292.5747 www.slsnh.com



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

Date: May 26, 2023
To: Property Owners Abutting 39 County Farm Cross Road
From: Bill Hunt, Conservation Commission Chair
RE: Invitation to Attend June 12, 2023 Public Hearing

The Dover Conservation Commission will hold a Public Hearing at 5:30 PM on Monday, June 12, 2023, in the City Council Conference Room in Dover City Hall at 288 Central Avenue, for the purpose of receiving public input on a proposal to utilize the Dover Conservation Fund to cover a survey and transaction costs associated with the acceptance of a donated 10.39-acre conservation easement. The parcel where the conservation easement is proposed is known as Map B, Lot 8A on the Dover tax maps and is located at 39 County Farm Cross Road. As an abutter to this property, you are invited to attend the public hearing.

The City has a Donation and Acceptance agreement to accept the 10.39-acre conservation easement. If the Conservation Commission approves the expenditure associated with the acceptance, the acceptance of the conservation easement will be sent to the Dover City Council for approval.

The property is close to Blackwater Brook and is connected to an existing conservation easement. The proposed conservation easement would encompass some of the highest ranked wildlife habitat in New Hampshire, helping to further expand the protected wildlife corridor in this area. In addition to wildlife, the proposed easement area would also contain prime farmland soils as well as soils of statewide importance.

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

Attachment – Map of 39 County Farm Cross Road and surrounding properties.

39 County Farm Cross Rd - Abutter Map



Property Information

Property ID: B0008-A00000
 Location: 39 COUNTY FARM CROSS RD
 Owner: EKOLA NANCY L TRUSTEE
 Land Use: 101
 Zoning Code: R-40



**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 12/16/2022
 Data updated Daily

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

CONSERVATION EASEMENT DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement") is effective as of 5/24/2023, 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 **NANCY L. EKOLA, TRUSTEE OF THE NANCY L. EKOLA REVOCABLE TRUST OF 2018** (the "Grantor").

RECITALS

The Grantor is the owner of certain property identified as "Ekola Parcel" on the map in Exhibit A, located on County Farm Cross Road in the City of Dover, County of Strafford, State of New Hampshire, more particularly being the property referenced in the deed from Nancy L. Ekola, to the Grantor recorded in the Strafford County Registry of Deeds in Book 4623 Page 680 and depicted on the Dover Tax Maps as Map B, Lot 8A. ("Property")

The Grantor and the City wish to enter into an agreement pursuant to which the Grantor shall grant a donated Conservation Easement on 10.39 acres of the Property, assessed under current use, 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 Grantor, intending to be bound, do hereby agree as follows:

ARTICLE I

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 I. In the event any of the conditions precedent listed below are not resolved, then the City may terminate this Agreement without further obligation of the City and without recourse by the Grantor.

Section 1.01 City Council & Conservation Commission Approval Required.

The parties acknowledge that the City cannot acquire the Conservation Easement donation unless and until the City Council and the City's Conservation Commission approve this Agreement, the expenditure of funds, and the City Council authorizes the City Manager to complete the process of acquiring the Conservation Easement. 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 acceptance of the Conservation Easement as set forth in this Agreement by December 31, 2023, shall enable either party the right to terminate this Agreement without further obligation and recourse to the other.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Representations, Covenants and Warranties of the Grantor.

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

(a) *Authority.* The Grantor has the power and authority to enter into and to perform its obligations under this Agreement, and has, or will, taken all action necessary to cause this Agreement to be executed and delivered.

(b) *Binding Obligation.* This Agreement is a legal, valid and binding obligation of the Grantor, enforceable against the Grantor, and the City may rely on the pledge made herein by the Grantor to convey the Conservation Easement herein described as a donation to the City so as to enable the City to secure charitable contributions of land and funds from third parties for purposes relating to the conservation of this as well as other properties.

(c) *Condition of Property.* The Grantor agrees that the Property shall remain as it now is until the transfer of the Conservation Easement to the City. The Grantor will prevent and refrain from any use of the Property for any purpose or in any manner which would be contrary to the terms of the Conservation Easement. In the event of such actions the City may, without liability, refuse to accept the conveyance of the Conservation Easement.

Section 2.02 Representations of the City.

The City represents and warrants to the Seller as follows:

(a) *Authority.* Upon execution of this Agreement by the City Manager and subject to the contingencies and conditions precedent in Article I 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 Agreement, such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Agreement shall have been duly executed and delivered and is enforceable against the City, subject to bankruptcy and other equitable principles.

Section 2.03 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting the City's or the Grantor'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 the Conservation Easement.

ARTICLE III

CITY'S ACQUISITION OF CONSERVATION EASEMENT

Section 3.01 Acquisition Terms

Upon satisfaction of the conditions set forth in this Article III and the conditions precedent in Article I, the City shall accept and the Grantor shall donate the Conservation Easement. The Grantor shall convey the Conservation Easement by a good, insurable warranty Conservation Easement deed over the Property, free and clear of all liens, encumbrances, or exceptions, except as provided herein and except such easements, restrictions and other exceptions of record as will not adversely affect the conservation purposes of the Conservation Easement deed.

Section 3.02 Closing Date and Location.

The closing date for the conveyance of the Conservation Easement shall be at a date/time mutually agreed to by the parties with a goal to close by December 31, 2023 ("Closing Date") although the Parties recognize the closing may occur at a later 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 3.03 Other Closing Terms and Conditions.

(a) *Transfer Tax and Legal Review.* The City believes the City's acquisition of the Conservation Easement 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.

The City acknowledges that the Grantor has made this pledge with the belief that the City is now, and will be at the time of the donation, exempt from Federal income taxation under Section 501(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and that the value of said conservation easement donation may be tax deductible at the time of transfer to the extent allowed under Section 170(a) of the Code.

The Grantor shall be responsible for paying for their own legal fees and appraisal costs, should they elect to pursue a tax deduction. The City makes no representation as to the tax consequences of the transaction contemplated by this Pledge Agreement. Grantor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

(b) *Survey and Deed.* The City, at its sole cost and expense, will undertake and have completed prior to closing a survey of the Conservation Easement boundary, said boundary to be mutually agreed to by the City and Grantor; an environmental hazard assessment; and title research. If, as part of the boundary survey, encroachments upon or under the Property from other property are found, the Grantor agrees to resolve said encroachments to the satisfaction of the City. In the event the Grantor cannot resolve said encroachments to the satisfaction of the City, the City

may, without liability, refuse to accept the conveyance of the Conservation Easement.

(c) *Inspections.* The City shall have the right to conduct an environmental inspection and assessment of the Property and based upon said inspection may, at its discretion, refuse to accept the Conservation Easement at any time prior to closing. The Grantor hereby grants the City permission to enter the Property, with reasonable advance notice, for purposes of inspections, and agrees to cooperate in good faith to accommodate such inspections.

(c) *Title.* If the City determines that there are any matters of title affecting the Property which shall prevent or impede the City from acquiring the Conservation Easement by the Closing Date, the City shall provide prompt written notice to the Grantor of the specific title matter(s) and the proposed resolution of the matter(s). Thereafter, the Grantor 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. If the Grantor 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) accept the Conservation Easement, failing which this Agreement shall terminate. The Grantor shall convey the Conservation Easement 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) *Risk of Loss.* Until the Closing, the Grantor shall bear all risk of loss to the Property, and all costs and liabilities arising from the ownership of the Property.

(e) *Land Use Change Tax:* Grantor shall be solely responsible for paying any applicable Land Use Change Tax ("LUCT") due with respect to the donation of the Conservation Easement to the City.

ARTICLE IV

MISCELLANEOUS

Section 4.01 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 I 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 Grantor by the City at any time prior to closing.

Section 4.02 Indemnification.

To the fullest extent permitted by law, the Grantor agrees to defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Dover from and against any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in

connection with or in relation to this Agreement to the extent caused by, and/or alleging, the negligent acts, errors, or omissions of the Grantor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

Section 4.03 Notices.

Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

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

Grantor: Nancy L. Ekola, Trustee
Nancy L. Ekola Revocable Trust of 2018
39 County Farm Cross Road
Dover, NH 03820

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 4.04 Severability.

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

Section 4.05 Successors and Assigns.

This 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 Grantor shall not be permitted without the prior written consent of the City.

Section 4.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this 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 Agreement thereafter.

Section 4.07 Amendment.

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

Section 4.08 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 4.09 Counterparts.

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

Section 4.10 Default.

In the event of a default by a party, and unless otherwise specified in this 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 4.11 Choice of Law.

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

Section 4.12 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 4.13 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 Donation Agreement as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

DocuSigned by:

By:

J. Michael Joyal, Jr.

Name: J. Michael Joyal, Jr

Title: City Manager

By:

Nancy Ekola

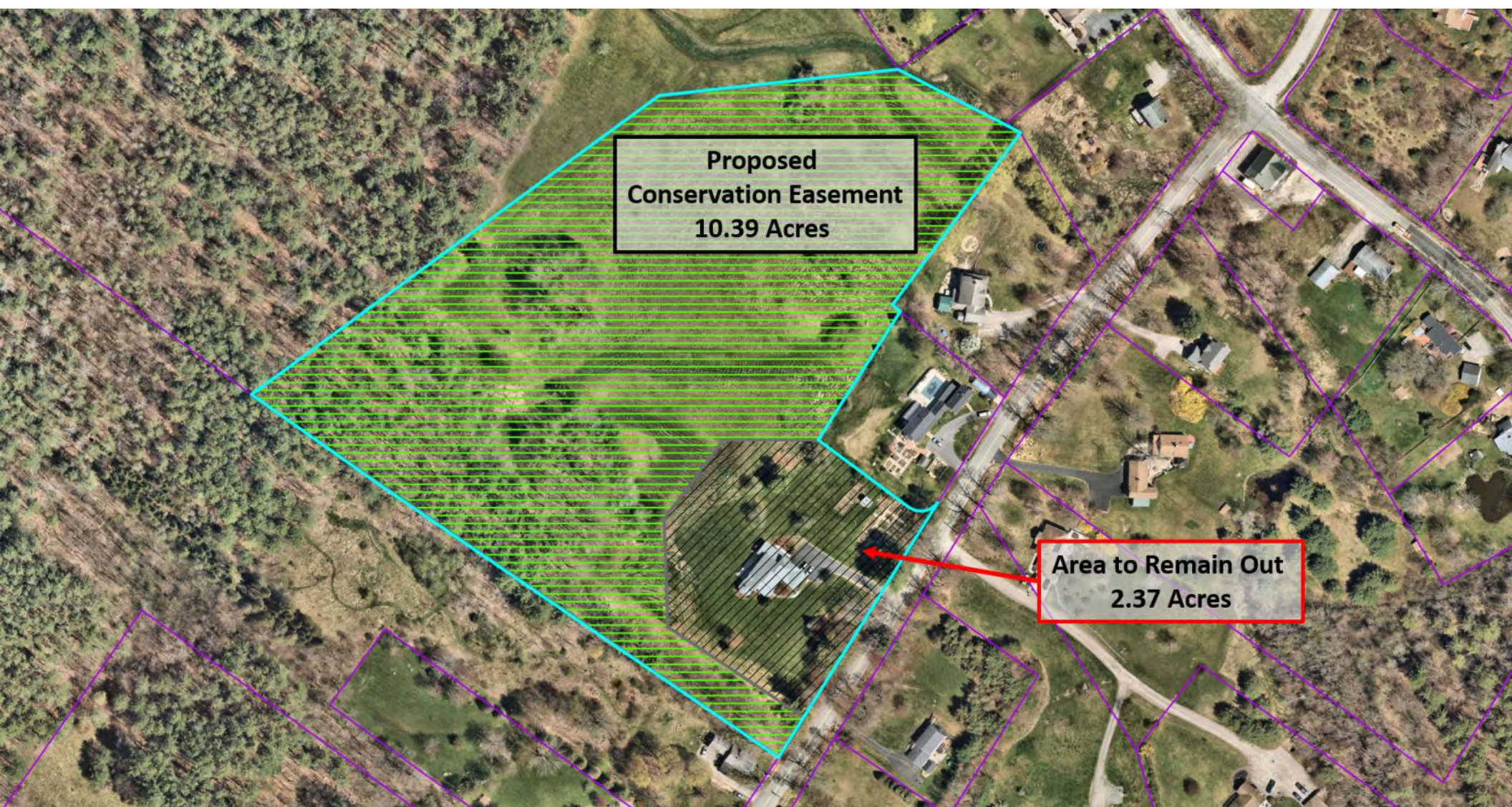
Name:

Nancy Ekola

Title:

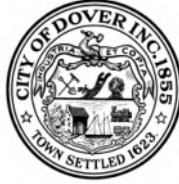
Exhibit A – Map Indicating Approximate Area of Proposed Conservation Easement





**Proposed
Conservation Easement
10.39 Acres**

**Area to Remain Out
2.37 Acres**



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

Date: May 26, 2023
To: Property Owners Abutting 170 Garrison Road
From: Bill Hunt, Conservation Commission Chair
RE: Invitation to Attend June 12, 2023 Public Hearing

The Dover Conservation Commission will hold a Public Hearing at 5:30 PM on Monday, June 12, 2023, in the City Council Conference Room in Dover City Hall at 288 Central Avenue, for the purpose of receiving public input on a proposal to utilize the Dover Conservation Fund to purchase a 9.52-acre conservation easement. The parcel where the conservation easement is proposed is known as Map J, Lot 3A on the Dover tax maps and is located at 170 Garrison Road. As an abutter to this property, you are invited to attend the public hearing.

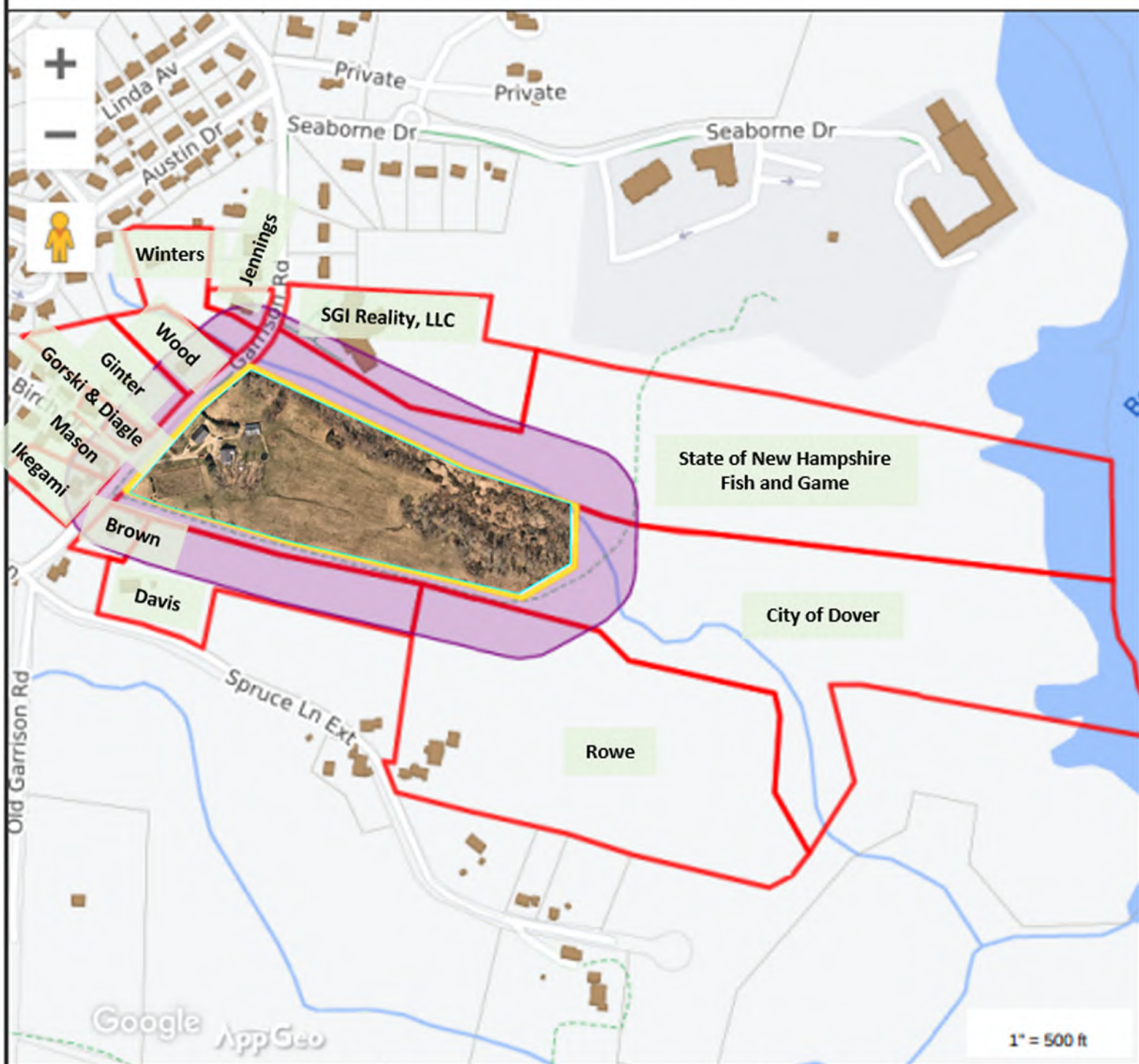
The City has a purchase and sales agreement to purchase the 9.52-acre conservation easement for the cost of \$556,000. If the Conservation Commission approves the expenditure, the funding request will be sent to the Dover City Council for approval.

The property is close to the Bellamy River and is surrounded by existing conservation land owned by New Hampshire Fish and Game and the City of Dover. The proposed conservation easement would encompass some of the highest ranked wildlife habitat in New Hampshire, helping to further expand the protected wildlife corridor along the Bellamy. In addition to wildlife, the proposed easement area would also contain prime farmland soils as well as soils of statewide importance.

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

Attachment – Map of 170 Garrison Road and surrounding properties.

170 Garrison Rd. – Abutter Map



Property Information

Property ID: J0003-A00000
 Location: 170 GARRISON RD
 Owner: STOCKBOWER DAVID W &
 Land Use: 101
 Zoning Code: R-40



**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 12/15/2022
 Data updated Daily

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

Execution Version 5/18/2023

PURCHASE AND SALES AGREEMENT**Conservation Easement**

THIS AGREEMENT is made this 6 day of June 2023, between the SELLERS, David W. Stockbower and Raquel C. Stockbower, husband and wife, of Dover, County of Strafford, State of New Hampshire (hereinafter collectively "SELLER"), and the BUYER, City of Dover, County of Strafford, State of New Hampshire, for itself and acting by and through its Conservation Commission pursuant to RSA 36-A:4 (hereinafter "BUYER").

WITNESSETH:**1. Conveyance Agreement and Description of Real Estate:**

SELLER agrees to sell and convey and the BUYER agrees to buy a conservation easement on certain real estate located in Dover, New Hampshire, located on Garrison Road, known as or described as 9.52 acres more or less of Dover Tax Map J, Lot 3-A, a portion of the same property conveyed to SELLER by Warranty Deed recorded with the Strafford County Registry of Deeds Book 4634, Page 391, and generally shown in attached, Appendix A, as "REMAINING LAND 414,674 S.F. 9.52 Ac", which conservation easement will be described further by metes and bounds following completion of the survey and easement plan contemplated below (which conservation easement is hereinafter referred to at times as "the Property").

2. SELLING PRICE: Five Hundred Fifty-Six Thousand Dollars (\$556,000.00) to be paid by BUYER to SELLER at or prior to the date of Transfer of Title in United States currency.**3. DEED:** The Property shall be conveyed with warranties, and, except as provided herein, free and clear of all encumbrances, by a Conservation Easement Deed containing certain perpetual, permanent, and assignable conservation restrictions running with the land, to be negotiated between the SELLER and the BUYER in good faith. This Agreement is contingent upon the parties successfully negotiating a mutually acceptable Conservation Easement Deed, which will be consistent with the provisions and intent of RSA 477:45-47 and will be negotiated between the SELLER and BUYER in good faith prior to closing.**4. TRANSFER OF TITLE:** Transfer and payment shall occur as soon as reasonably possible after City Council and Conservation Commission approvals and availability of the necessary funds from the Conservation Fund, but before the Lapse Date set forth herein.**5. HOMESTEAD/MARITAL STATUS:** SELLER represents and warrants that the Property constitutes part of their homestead. SELLER agrees to waive or release any

homestead rights in and to the Property in the Conservation Easement Deed to be signed at closing.

6. ENCROACHMENTS/ENCUMBRANCES: SELLER represents and warrants that at closing the Property is or will at closing be free of any encroachments or prior encumbrances other than (i) the current use notice recorded at Book 1066, Page 406, (ii) easements and matters described in the Warranty Deed recorded with the Strafford County Registry of Deeds Book 4634, Page 391, and (iii) the provisions of this Agreement. To the extent any mortgage is currently encumbering the Property, it shall be SELLER's obligation to obtain a mortgage release or subordination agreement satisfactory to BUYER, to be signed by the parties to this Agreement and the lender(s) and recorded with the Strafford County Registry of Deeds at or prior to the closing on the Property. In the event the Seller shall be unable to obtain a mortgage release or subordination agreement satisfactory to the Buyer, then this Agreement shall terminate without further obligation of either party to buy or sell the Property and, except as provided for in Paragraph 9, without recourse by any party against the other party.
7. REALTOR: The BUYER and SELLER each covenant and represent that no real estate agent brought about this sale and no commission is owed.
8. CONDITIONS AND CONTINGENCIES PRIOR TO BUYER'S PERFORMANCE:

The City's obligation to purchase is conditioned and fully contingent upon the following:

- a. CITY APPROVAL CONTINGENCY: This Agreement is fully contingent upon the BUYER obtaining the necessary municipal approval by the Dover Conservation Commission for the funding, and by the Dover City Council, to accept the granting of this conservation easement to the City. Should either the Conservation Commission or City Council vote against issuing aforesaid approvals for any reason, then this Agreement shall terminate without further obligation of any party to buy or to sell the Property and, except as provided for in Paragraph 9, without recourse by any party against the other party.
- b. TITLE EXAMINATION: The BUYER's obligation to perform is contingent upon satisfactory examination of title within 90 days following the execution of this Agreement by all parties. The BUYER's obligation to perform is also contingent upon insurability of the Property's title. "Examination of title" includes but is not necessarily limited to review of the source of title, any covenants of record, easements of record, or any other encumbrance or title defect that may exist. If BUYER desires and undertakes an examination of title, BUYER shall pay the cost thereof. If upon examination of title it is found that the title is not marketable pursuant to the title standards of the New Hampshire Bar Association and SELLER is unable

or unwilling to cure same within the timeframe discussed below, then this Agreement upon written notice to the SELLER may be rescinded and withdrawn at the option of the BUYER with no consequence or recourse. BUYER's objections to title shall be furnished to SELLER within 90 days from the date hereof, or the same which may be existing on the date of this Agreement shall be deemed waived. SELLER will have thirty (30) days after receiving any objections to title to use reasonable efforts to cure such defects, and, should this thirty-day period extend beyond the Lapse Date, the parties will cooperate in good faith to amend this agreement and extend the Lapse Date in order to accommodate the 30-day period to cure any title objections.

- c. **BOUNDARIES SURVEY:** The BUYER's obligation to perform is also contingent upon completion of a satisfactory survey of the Property by a licensed land surveyor and related tasks. Prior to the closing, the SELLER, at their sole expense, shall commission and engage a licensed land surveyor to complete a survey of the Property, prepare a recordable easement plan showing the conservation easement area, and prepare a metes and bounds description of the Property.
 - d. **ENVIRONMENTAL REVIEW/INVESTIGATION:** Seller represents and warrants that, during the period Seller has owned and will own the Property, there has been no unlawful use, storage, generation, or disposal of hazardous materials, contaminants, pollutants, old, or petroleum product (as defined by an applicable law or regulation) by the Seller on the Property. Seller also represents and warrants that, to the best of Seller's knowledge, the Property was never used for any such purposes prior to the time Seller acquired title thereto, and that the Seller has no evidence of any such hazardous waste, hazardous material, or petroleum product on or affecting the Property. Notwithstanding the foregoing, the BUYER's obligation to perform is contingent upon a satisfactory environmental site assessment, if BUYER chooses to undertake same. BUYER may, but is not required to, undertake an environmental site assessment, the cost of which shall be borne by the Buyer. In the event of any environmental or other concerns or problems discovered by the BUYER during the survey and/or any environmental site assessment, the BUYER may, at its option, rescind and withdraw from this Agreement with no consequence or recourse, except as provided for in Paragraph 9, against BUYER. SELLER hereby acknowledges that BUYER has the right of access to the Property for purposes of the survey and environmental site assessment, during the terms of this Agreement.
9. **RESTORATION:** After each access to the Property, the BUYER shall restore the Property to the condition prior to the BUYER'S activities. The BUYER agrees to indemnify, and hold the SELLER harmless from and against any and all loss, liability, damage or expense arising, or alleged arisen, from any negligence of the Buyer or its agents with respect to such tests or actions by the BUYER, including, without limitation,

injury (including death) to persons and damage to the Property. The provisions of this Paragraph 9 shall survive the termination of this Agreement and the closing.

10. **CLOSING COSTS:** The BUYER agrees to pay for reasonable costs associated with preparing a baseline documentation report, conducting a title examination, title insurance for BUYER, and any recording fees. The SELLER agrees to pay for all costs associated with preparing a recordable surveyed easement plan, metes/bounds description, and other surveying-related costs. The BUYER or its designee shall prepare the Conservation Easement Deed with warranty covenants from the SELLER to the BUYER.
11. **TRANSFER TAXES:** The parties agree that there would appear to be no Real Estate Transfer Taxes ("RETT") due as a result of the conservation easement for the Property due to the exemption set forth in RSA 78- B:2, I. In the event any RETT is due, then each party agrees to bear that party's share of the RETT, if any.
12. **LAPSE:** The parties will use best efforts to close by end of day on December 31, 2024. This Agreement shall expire and lapse by its terms at 11:59 p.m. on December 31, 2024 ("Lapse Date"), unless fully performed or extended via a written instrument signed by both parties or extended by mutual agreement in writing. Time is of the essence in the observance of all deadlines set forth within this Agreement.
13. **CURRENT USE:** The parties acknowledge the Property is in current use. Should at any time in the future a Land Use Change Tax, penalty, or any other such tax, be asserted or assessed with respect to the Property, the SELLER shall have the sole obligation to pay and satisfy such tax or penalty.
14. **SURVIVAL:** The representations/warranties above in Paragraph 5, Paragraph 6, Paragraph 8(d) and 9, together with the provisions of Paragraph 13, shall all survive the closing on the Property and endure in perpetuity.
15. **MISCELLANEOUS:** This Agreement is a fully integrated expression of the parties' contact and contains all promises exchanged between the parties. This Agreement supersedes any prior verbal or written representation, statement, or agreement not contained herein. This Agreement has been entered into in New Hampshire and shall be interpreted under New Hampshire law. Both parties affirm that they have had the opportunity to review this Agreement with legal counsel prior to signing. This Agreement may only be amended via a written instrument signed by both parties, This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

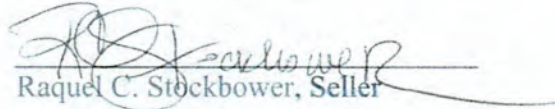
Execution Version 5/18/2023

IN WITNESS WHEREOF, the parties have signed

May 22, 2023
Date


David W. Stockbower, Seller

May 22, 2023
Date


Raquel C. Stockbower, Seller

5/24/2023

Date

CITY OF DOVER, Buyer

DocuSigned by:

J. Michael Joyal, Jr.

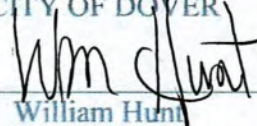
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J. Michael Joyal, Jr.

City Manager

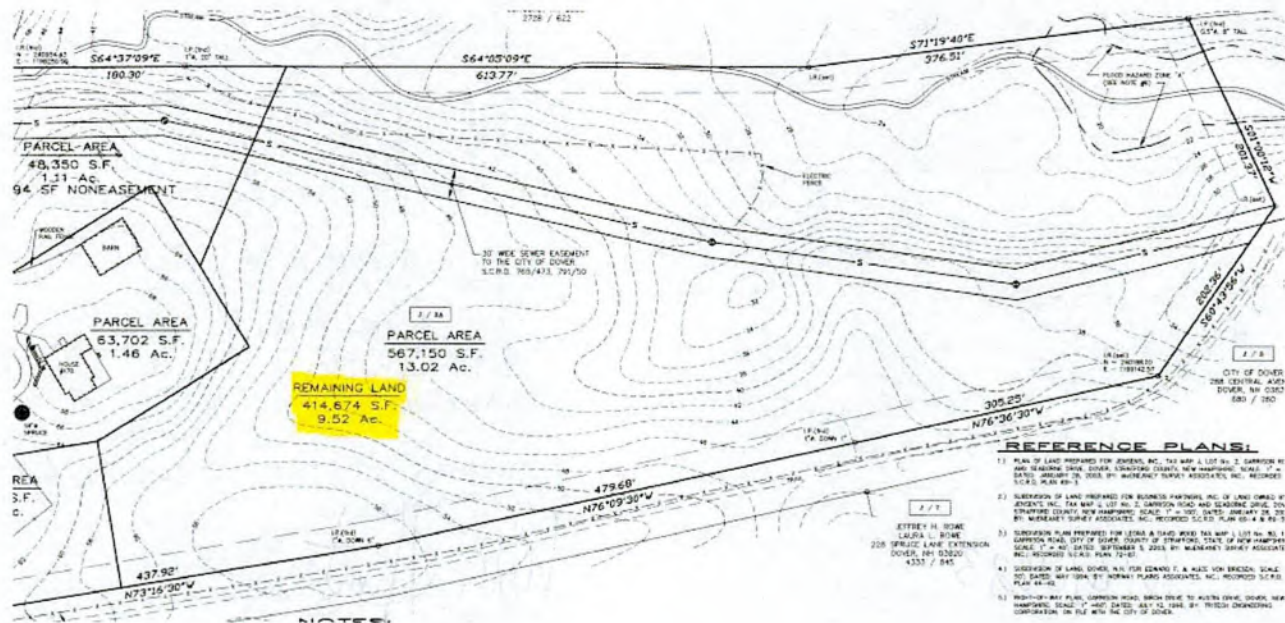
THE CONSERVATION COMMISSION OF
THE CITY OF DOVER

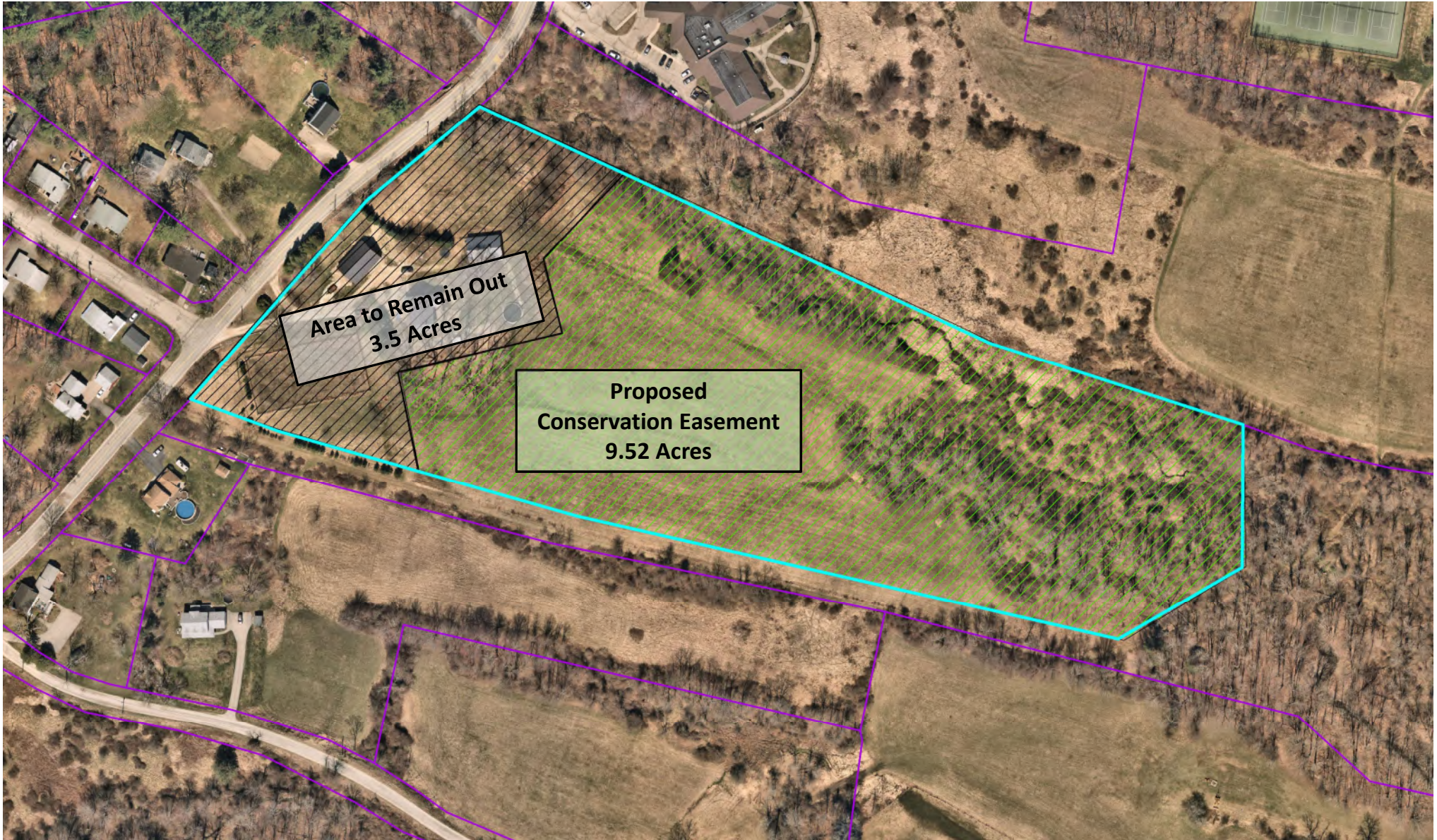
6/6/2023
Date


William Hunt
Conservation Commission Chairman

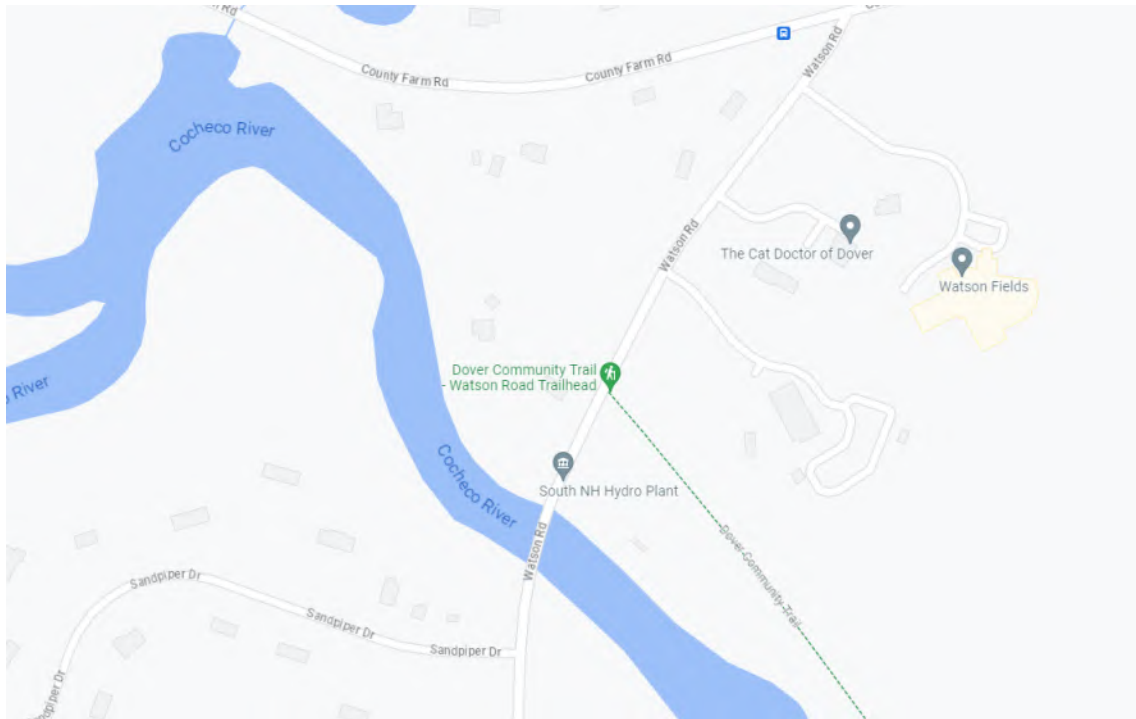
Execution Version 5/18/2023

APPENDIX A

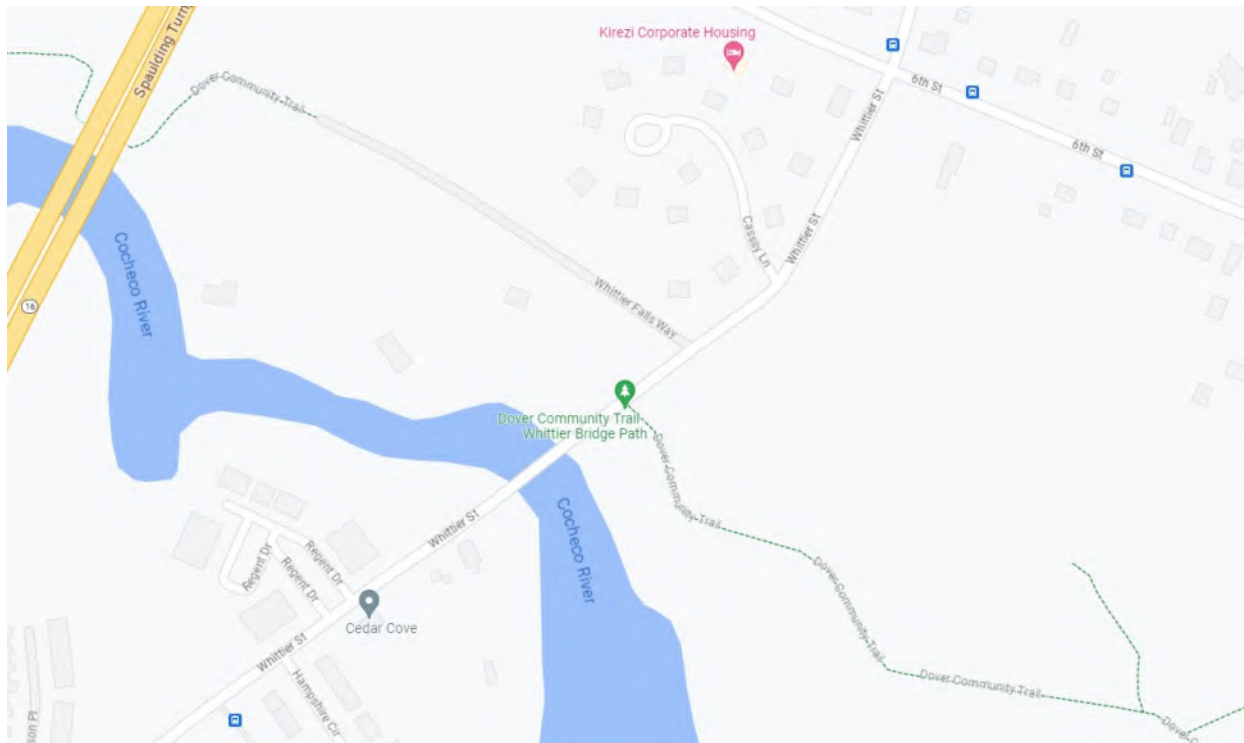




Watson Road Trailhead, Site #1



Whittier Street Trailhead, Site #2



Standardized City of Dover Trash Receptable



Recognizing Traditional Indigenous Foraging Rights on Town of Durham Public Lands

Adopted by the Durham Conservation Commission

April 24, 2023

The lands on which the Town of Durham, New Hampshire, now sit are the ancestral and unceded lands of the Pennacook-Abenaki people, with history of use by other Indigenous peoples as well.

Recognizing the historical mistreatment and contemporary marginalization of Indigenous peoples, the Town has engaged with Pennacook-Abenaki and other Indigenous leaders in a number of ways to recognize and recover Indigenous heritage.

One manifestation of this dialogue was adoption of the *Land, Water, and Life Acknowledgement* by the Durham Human Rights Commission. The *Acknowledgement* recognizes the longstanding connections of Indigenous peoples to the natural landscape, and pledges to help repair and support continuity of those connections. The Durham Conservation Commission subsequently adopted the *Acknowledgement* as well, which is now read at the opening of all meetings.

Following adoption of the *Acknowledgement*, the Conservation Commission began discussions among its members and with Indigenous leaders about ways to actualize the intentions conveyed. Indigenous leaders identified recognition of traditional foraging rights as a priority goal. These leaders see these foraging rights as a foundational element of their culture, an important way to maintain direct connections to the landscape, and a vehicle for educating future generations – both Indigenous and non-Indigenous alike – about traditional practices and relationships.

Both Indigenous leaders and the Conservation Commission recognize that continuing Indigenous foraging rights must respect the contemporary state of the natural landscape. Habitats have been lost, fractured, and altered; certain species have been lost or severely depleted; non-native species have become established; and nature now co-exists with substantial human development. Some Indigenous practices that were sustainable prior to colonization are no longer sustainable, although many still are.

Within this context, the Durham Conservation Commission adopts the following:

It shall be the policy of the Durham Conservation Commission to recognize and support Indigenous foraging rights on Town conservation lands, with the following guidelines:

- a) This policy applies to shrubs, flowers, grasses, fungi, and other productive non-animal species. Following the guidance of Indigenous leaders, plants and fungi should be gathered in the traditional Indigenous manner of never gathering more than the species can support, and gathering with reverence and respect.*
- b) Endangered species, threatened species, and species of conservation concern, whether plant, animal, fungi, or any other type of organism, shall remain within the natural landscape.*
- c) Hunting, trapping, fishing, and timber harvest are not part of this policy, although these activities are permitted when consistent with other Town, state, and federal policies. The Conservation Commission will work with members of the Indigenous community who are interested in conducting these traditional activities by identifying the relevant policies and management entities with whom to work.*
- d) Collecting bones, hides, shells, and feathers from animals found to be deceased is supported, unless possession is prohibited by state or federal statutes and regulations. Similarly, collection*

of fallen tree branches, leaves, seeds, and fruits is supported, unless from species of conservation concern for which replenishing the seedbank is important.

- e) Recognizing that Indigenous peoples have incorporated use of non-native species into their cultural practices as part of adaptation to a changing landscape, this policy supports use of those species. However, care should be taken to prevent unintended spread of those species through proper handling and storage.*
- f) In order to facilitate better understanding of ongoing Indigenous connections with the landscape by the Town, identify educational opportunities, and support inventory of natural resources on Town lands, Indigenous peoples acting on these rights are invited to notify the Chair of the Conservation Commission and/or the Land Stewardship Coordinator of their intent to forage and of any species collected.*
- g) This policy does not discriminate among Indigenous identities, recognizing that many places were historically used by multiple Indigenous communities over time but that historical land use is poorly documented. Furthermore, forced displacement has severed traditional connections with ancestral landscapes for many Indigenous peoples, and these connections need to be rebuilt in new ways. This policy is also not intended to convey an exclusive right to Indigenous peoples to access Durham Conservation land and does not supersede or modify any existing agreements, designations, or regulations concerning land within the Town of Durham.*

The Conservation Commission shall periodically review and revise this policy as needed in consultation with Indigenous communities, other Town bodies, state and federal agencies, and the public at large.