

TRANSMITTAL:

Date: A-21-2021

To: Town of Nottingham

Building Department

139 Stage Rd.

Nottingham, NH 03290

Re: Tax Map 6 Lot 16, Jeffrey Cole Builders, Rte. 4, Smoke Street & Kennard Rd, Nottingham, NH

The following items are enclosed:

- Response letter and attachments
- 9 Sets of 11"x17" plans
- 6 Sets of 22" x 34" plans

Sincerely, Scott R. Frankiewicz, Owner NH Licensed Land Surveyor (#945) NHDES Permitted Septic designer (#1348) NH Licensed Real Estate Agent (#047087)



683C First New Hampshire Turnpike, Northwood, NH 03261 Phone 942-9220 Cell 833-5913

Town of Nottingham 139 Stage Road Nottingham, NH 03290

Re: J.C. Builders, Rte. 4/Smoke Street/Kennard Road, Subdivision Application. Map 6 Lot 16.

Date: 1-21-21

Re: response to letter review by Strafford Regional Planning Commission, Dated 12-31-2020

- 1. Existing trail (through what was proposed lot 16-1)
 - Is this an access point for the power lines?
 - Will there be an access easement?

Response: No, the gravel access via Smoke Street is within the easement area that already exist and this has been used to access the easement.

- Power lines
 - Please provide existing easement language
 - Will there be an access easement through any of the new lots?

Response: The easement is shown on the plan prepared by T.F. Bernier for the State of New Hampshire Division of Transportation and noted in several deeds. We have provided the plan and deeds with this resubmittal.

- 3. Technical reports (checklist section 1 item 7)
 - The application checklist indicated that there was technical reports and/or supporting documents that were provided (section I. 7), what are they?

Response: The plan set is a comprehensive set and includes all necessary data for a frontage subdivision, no additional reports where or will be submitted.

Dated: 1-21-2021

- 4. Sheets 8 and 9
 - I see that sheets 8 and 9 have the planning board approval blocks, are these the intended sheets for recording?

Response: Yes, as noted on plans as note #14.

- 5. Zoning designations (checklist section 2 item 7)
 - If possible, please provide written or visual details on the zoning boundary location.

Response: The 1,000' zone line from Rte. 4 Right of Way line encompasses the entire parcel.

- 6. FEMA Flood insurance Study (checklist section 2 item 15)
 - The application checklist indicates that location and elevations of 100-year flood zones were provided. Please indicate where they are on the plan.

Response: See note #15 noting the FEMA map. The parcel is not within the 100-year flood zone and the appropriate map is noted.

- 7. Permits and approval numbers (checklist section 2 item 17. e)
 - The application checklist indicates a list of permits and approval numbers have been provided. Please indicate where I can find these.

Response: See sheet 1 of 13 for Agency Approvals, NHDES subdivision approval for two lots are needed and NHDOT highway access permit is required for the one commercial lot proposed, both are pending.

- 8. Plan index indicating all sheets (checklist section 2 item 17. g)
 - The application checklist indicates a plan index has been provided. Please indicate where I can find these.

Response: See sheet 1 of 13, Cover Sheet, clearly shows the sheet index which shows all plans within the plan set.

- 9. Right of way dimensions and pavement width dimensions (checklist section 2 item 20. c and d)
 - The application checklist indicates these have been provided. Please indicate where I can find these.

Response: All right of way widths and pavement width have been noted.

10. Utility Easement

Please provide the existing easement language and any easement access language

Dated: 1-21-2021

Response: See enclosed plan prepared by TF Bernie and deeds describing the existing powerline easement.

- 11. No Cut Zone (checklist section 2 item 22. e)
 - The application checklist indicate there are no cut zones within the property. Please indicate where the existing no cut zone(s) are.

Response: There no "No Cut Zones" proposed or existing.

- 12. Physical features Buildings (checklist section 2. Item 28. a)
 - Please clarify if there are existing buildings on the property or if there are only proposed buildings.

Response: There are no existing buildings currently on the property.

- 13. Streams and Waterbodies (checklist section 2. Item 29)
 - Application checklist indicates existing stream/waterbodies are labeled. Please indicate where the existing waterbody or stream is.

Response: All wetlands have been shown on the plans as delineated by Damon Burt, Fraggle Rock Environmental and located by NHLC. No waterbodies or streams exist on the property.

- 14. Drainage, Erosion and Sediment Control Plan (checklist section 3 item 14)
 - Application checklist indicates Drainage, erosion, and sediment control plans are provided. Please indicate where these are within the plan set.

Response: We have added erosion control for the driveway that will service lots 16-2 & 16-3. No erosion and sediment control is proposed anywhere else on the site. Additional erosion and sediment control may be shown on the septic plans that will be reviewed and approved by the Town of Nottingham Building Inspector.

- 15. Construction notes (checklist section 3 item 15.)
 - Construction sequence and erosion control note are marked as provided. Please indicate where these are in the plans

Response: See note #17.

Dated: 1-21-2021

• Will any right of way's or easement limits be changing?

Response: We show a small easement area along Smoke Street, all other right of ways are 25' or more from the centerline of the road. We have added a small access across lot 16-2 for access to lot 16-3.

Please feel free to reach out to us with further questions or comments on this response letter and the revised plans.

Respectfully submitted, Scott R. Frankiewicz, LLS New Hampshire Land Consultants, PLLC

Hariguerite C. Burgess (Married)
of Mondham, Massachusetts , County of Morfolk
MCCOmposition of Massachusetts
(hereinafter called the Grantor) for consideration paid, grant(s) to Public Service Company of New Hampshire
a corporation having its principal place of business at 1087 Elm Street, in Manchester, in the County of Hillsborough and The State of New Hampshire (hereinafter called the Grantee), with
covenants, the RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead an- underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or intelligence over, unde
and across a Strip of land295feet in width in the town interior of
county ofRockingham in The State of New Hampshire.
Said295 foot Strip shall extend210 feet
and 85 feet Southerly of a line or extension of a line, described as follows
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Beginning at a point in the Grantor's Westerly boundary line at land of William Kennard heirs, said point being 7.34 feet measured South 33°-56'-42" West, from a stone bound found in the most southerly corner of land of Thomas E. Saulnier; thence, running South 82°-45'-01" hast, 1767.59 feet to a point in the Grantor's Easterly boundary line in the Westerly line of Smoke Street, so-called.

The 295 foot wide strip of land herein described is intended to include all or part of the same strip of land described in deed of Anne M. Carpenter to the Grantee, dated November 16, 1953, and recorded in the Rockingham County Registry of Deeds, Book 1301, Page 309; and also, the deed of William B. Harvey to J. Brodie Smith, dated September 22, 1926, and recorded in the Rockingham County Registry of Deeds, Book 828, Page 119.

This conveyance shall include the right for the Grantee at its sole discretion to leave some or all existing trees or underbrush ans to plant and maintain trees and underbrush within a fringe strip area adjacent to any street or other public way or elsewhere within the right of way.



Said Strip of land being a part of the premises of the Grantor(4) described in deed of Anne M. Carpenter

to the Grantor dated October 16, 1965 and
recorded in the Rockingham County Registry of Deeds, Book 1797. Page 059

This conveyance shall, subject to the right hereinafter reserved for a specified period, include the right to clear and keep clear the Strip of all trees and underbrush by such means as the Grantee may select, to remove all structures or obstructions which are now found within the limits of the Strip, and the right to cut or trim such trees on the above-mentioned premises of the Grantor(s) as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

The Grantor(g) for...hem.....sel...f.........and..hem....heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the Strip, or change the existing grade or ground level of the Strip by excavation or filling.

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And I, Bollis A. Burgess, husband of Marguerite C. Burgess

release to said Grantee all rights of image, current and homested and other interest therein.

WITNESS. 25.15. hand and seal this. 26.15. day of 19.200-1901

In the propence of Starte of Marguerite C. Burgess

Palent G. Burgess described described and seal this. 26.15. day of 19.200-1901

The State of Dion Hamphine

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Notary Public Justice of the Peace

Notary Public Justice of the Peace

Marguerite C. Burgess

Formally of North SS.

March VC 1973

Personally appeared and acknowledged the foregoing instrument to be Their voluntary act and deed.

Marguerite C. Burgess

Formally appeared and acknowledged the foregoing instrument to be Their voluntary act and deed.

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Motary Public Report of the Peace

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KNOW ALL MEN BY THESE PRESENTS

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This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that she has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

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And I, Anne M. Carpenter, am a widow.

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WITNESS.. hand and seal this oi. To Inc. The State of New Hampshire 1953. personally appeared and acknowledged the foregoing instruvoluntary act and deed. ment to be. Before me. Notary Public personally appeared and acknowledged the foregoing instru 19 соекіпонал прсвяра Before me. Doctood How. 2 3ed 10 H 1053 - Notary Public Justice of the Peace Recorded Vol. 13-51 Received and recorded Nov. 23, 10 A.M., 1953 Know all Mun by These Presents

Pole Rights short I, William R. Garwey of Northingham Country of Rocksungham. Harvey in the State of New Hampshine (humafter alled the first party) in consideration of one dollar paid by J. Brodie Smith and assigns (bue smith, Inester inofter called the second party), the receipt whereof is berely acknowledged, do herely give, agrant, bargain, sell and unvey unto the se- Pub denice loop. and party, its puccessors and assigns, the perpetual night and easement to event, repair, maintain, rebuild, operate and patrolone electric transmission line, consisting of suitable and sufficient poles or towers, with suitable foundations, together with wires strong up. on and extending between the same, for the transmission of electric current together with all necessary cross-arms, braces, andross, wires and grup over and across the lands owned by the first party in the town of nothingleans in said country of Rockingham bounded and described as follows:

Northerly by the Concerd - Durham Turnpike. Easterly by the Cross Rord, so called. Doutherly by the Hermand Rord, Westerly by land of Jasper Robinson and land know as the bayes Land. The center line of said right of way being more particularly described as follows: Beginning at a stake set in the ground at land of Jaspen Robinson; there running south 81°- 30' East a distance of about 1586 feet to a stake set in the ground beside of McDaniel's comer. Comprising 3.64 aus, more or less.

The elact breating of the Transmission lines agreeaid is to be selected by the second party, after its final surveys have been competited, within the above limitations.

Commission is given to remove such trees as in the judgment of the second party may intergere with a endanger said live or its operation. Permission is also given to truin or remove trees and underbursh for a width of fifty It, on each side of the center line of said transmission line. The second party covenants and agrees for itself, its successors and assign to pay all tarks that may be assessed on the poles or wires exected becomeder on the premises of the first party.

The second party agrees that before transmitting electricity over the transmission line, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$200.00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

The second party agrees to cut all lumber on said right of way strip into mer chantable lengths, and all wood into four foot lengths, and pile. Said lumber and wood to remain the property of the first party.

To have and to hold to the said second party, its sucussors and assigns forever.

The first party covenants and agrees that he hasfull right title and authority to convey the foregoing rights and privileges and will dejend some to said granter against the claims or

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(hereinafter called the Grantor) for consideration paid, grant(s) to Public Service Company of New Hampshire, a corporation having its principal place of business at 1087 Elm Street, in Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), with WAKTARLY covenants, the RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or intelligence over, under and across a Strip of land 295 feet in width in the town with the constant of the county of Rockingham in The State of New Hampshire. Said 295 foot Strip shall extend 210 feet Montherly	of Weather, Massachusetts		
a corporation having its principal place of business at 1087 Elm Street, in Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), with	BKThosaxonbblachtmusiaxin the	.Commonwealth.of.	Massachusetts
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This conveyance shall, subject to the right hereinafter reserved for a specified period, include the right to clear and keep clear the Strip of all trees and underbrush by such means as the Grantee may select, to remove all structures or obstructions which are now found within the limits of the Strip, and the right to cut or trim such trees on the above-mentioned premises of the Grantor(s) as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

The Grantor(g) for...hem....sel...f........and...hem....heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the Strip, or change the existing grade or ground level of the Strip by excavation or filling.

And I, Bollis A. Burgess, busband of Marguerite C. Burgess

science to said Grantee all rights of shows, curtery and homestead and other interest therein.

WITNESS. 64.6. band and seal this. 76. 14. day of 1979

In the propence of

Please of Proceedings of Marguerite C. Burgess

Particles of New Hampshire

The State of New Hampshire

Personally appeared and acknowledged the foregoing instrument to be 1980 and 1973

Notary Public Justice of the Peace

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Marguerite C. Burgess

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Notary Public Processor of the Peace

KNOW ALL MEN BY THESE PRESENTS

That I Anno M. (
of Newmarket		County of Rock	
(hereinafter called the C the Public Service Com Manchester, in the Cou Grantee), the receipt w unto the Grantee and it maintain, rebuild, opera suitable and sufficient po	ampshire	tion of one dollar and ot shire, a corporation having and The State of New nowledged, do hereby give gas forever, the RIGHT ge electric transmission are a suitable foundations, too	her valuable considerations paid by any a principal place of business at Hampshire (hereinafter called the re, grant, bargain, sell and convey and EASEMENT to erect, repair, and distribution lines, consisting of gether with wires strung upon and tether with all necessary cross-arms,
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And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that she has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Anne M. Carpenter, am a widow.

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Know all Mun by These Presents

Pole Rights Short I, William R. Garvey of Northregham Country of Rockingham. Havey in the State of New Hampshine (herinagle alled the first party) in consideration of one dollar paid by J. Brodie Smith and assigns (bee Smith, Smite moster called the second party), the receipt whereof is beenly advanceledged, do herely give, exacut, bargain, sell and unvey unto the se-Rubstenialoge. and party, its successors and assigns, the perpetual night and easement to evet, repair, maintain rebuild, operate and patrolan electric transmission line, consisting of suitable and sufficient poles or towers, with suitable foundations, together with wires strong up. on and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, androws, wires and grups wer and arross the lands owned by the first parby in the town of nothingleans in said country of Rockingham bounded and described as follows:

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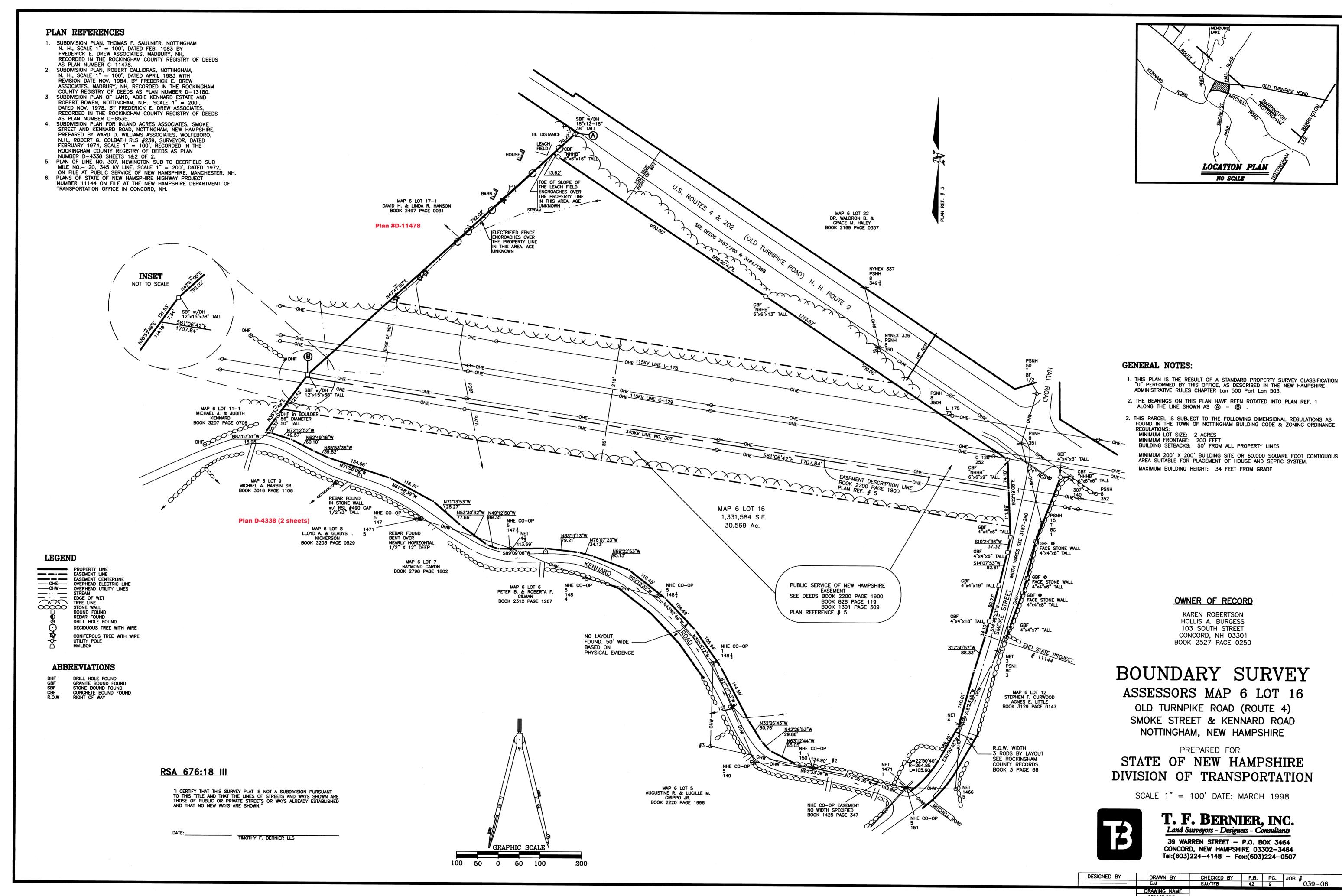
Permission is given to remove such trees as in the sudament of the second party may interfere with a endanger said line or its operation. Permission is also given to truin or remove trees and underbush for a width of fifty ft, on each side of the center line of said transmission line. The second party covenants and agrees for itself, its successors and assigns To pay all tarks that may be assessed on the poles or wines exected hereunder on the premises of the first party.

The second party agrees that before transmitting electivity over the transmission line, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$200,00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

The second party agrees to cut all lumber on said right. of way strip into mer chantable lengths, and all wood into four foot lengths, and pile. Said lumber and wood to remain the property of the first party.

To have and to hold to the said second party, its sucusous and assigns forever.

The first party covenants and agrees that he hasfull right title and authority to convey the foregoing nights and privileges and will dejend some to said granter against the claims or



DRAWING NAME 03906B.DWG