

NONRESIDENTIAL SITE PLAN APPLICATION

City of Rochester, New Hampshire

Date: 12/19/2023 Is a conditional (If so, we encou	al use needed? Yes: No: Unclear: urage you to submit an application as soon as possible.)
Property information	
Tax map #: <u>114</u> ; Lot #('s): <u>8</u>	; Zoning district: Highway Commercial District (HC)
Property address/location: 303 & 305 North Main	n Street, Rochester, New Hampshire 03866
Name of project (if applicable):	······································
Size of site: <u>3.18</u> acres; overlay zoning	district(s)? Aquifer Protection District & Conservation Overlay District
Property owner	
Name (include name of individual): <u>All Purpos</u>	se Storage Rochester, LLC. C/O Jeremah Boucher
Mailing address: 4023 Dean Martin Drive, Las Vegas	, NV 89103
Telephone #:	Email:
	roperty owner)
	Email:
Engineer/designer	
Name (include name of individual): Fieldstone	e Land Consultants, PLLC c/o Chad Branon
Mailing address: 206 Elm Street, Milford, NH 03055	
Telephone #: (603)-672-5456	Fax #:
Email address: _CEBranon@FieldstoneLandConsultant	s.com Professional license #: 12191
	ent (other structures, parking, utilities, etc.): <u>×</u> Demolition: Change of use:

Page 1 (of 3 pages)

Describe proposed activity/use: Construction of two (2) contractor bay buildings and associated parking and site improvements

Describe existing conditions/use (vacant land?): The front of the parcel has two existing restaurants. The rear is
vacant other than existing parking that was used for the existing restaurants.
Utility information
City water? yes <u>×</u> no; How far is City water from the site? On-Site
City sewer? yes <u>x</u> no ; How far is City sewer from the site? On-Site
If City water, what are the estimated total daily needs? gallons per day
If City water, is it proposed for anything other than domestic purposes? yes no x
If City sewer, do you plan to discharge anything other than domestic waste? yes no x
Where will stormwater be discharged? Into Existing Wetlands on-site
Building information         Type of building(s):       Contractor Bays / Light Industrial
Building height: 25ft± Finished floor elevation: 228.50
Other information
# parking spaces: existing: <u>81</u> total proposed: <u>72</u> ; Are there pertinent covenants? <u>yes</u> Number of cubic yards of earth being removed from the site <u>None</u> , <u>site will require fill</u>
Number of existing employees: <u>0 (LCA #3)</u> ; number of proposed employees total: <u>44±</u>
Check any that are proposed: variance; special exception; conditional use

Wetlands: Is any fill proposed? <u>No</u>; area to be filled: <u>None</u>; buffer impact? <u>None</u>

Proposed post-development disposition of site (should total 100%)							
	Square footage	% overall site					
Building footprint(s) – give for each building	28,270	20.4%					
Parking and vehicle circulation	38,681	27.9%					
Planted/landscaped areas (excluding drainage)	49,092	35.4%					
Natural/undisturbed areas (excluding wetlands)	16,870	12.2%					
Wetlands	5,650	4.1%					
Other – drainage structures, outside storage, etc.	35	0%					

#### Comments

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

#### Submission of application

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

*I(we) hereby submit this Site Plan application to the City of Rochester Planning Board pursuant to the <u>City of Rochester Site Plan Regulations</u> and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant/developer (if different from property owner)/as agent, I attest that I am duly authorized to act in this capacity.* 

Signature of property	owner: See Attached L.O.A.
	Date: 12/19/2023
Signature of applican	t/developer: See Attached L.O.A.
	Date: 12/19/2023
Signature of agent: _	BMeez
	Date: 12/19/2023

#### Authorization to enter subject property

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

Signature of property owner: See Attached L.O.A.

Date: 12/19/2023



December 18, 2023

**City of Rochester Planning Board** 31 Wakefield Street Rochester, NH 03867

RE: All Purpose Storage Rochester, LLC – Site Plan Application
 Tax Map 114 Lot 8
 303 & 305 North Main Street, Rochester, NH

Dear Planning Board Members,

As agent for All Purpose Storage Rochester, LLC, Fieldstone Land Consultants, PLLC is hereby writing this letter to provide a brief overview of the above referenced Formal Application for Non-Residential Site Plan review. This project proposes to construct two Light Industrial buildings on site along with associated site improvements. The subject property is located at 303 and 305 North Main Street, Tax Map 114 Lot 8. The site is zoned Highway Commercial (HC) and is currently developed with two fast food restaurants, a Dunkin Donuts and Pizza Hut. The entire site is 3.18 acres, and the proposed common area for this application is 65,332 square feet (1.50 acres). The property is bordered by the Cocheco River to the east.

The site was converted into a condominium style development in the summer of 2023 that split the site into three (3) developable areas with a shared common area for the existing paved access drive. The limited common area to the rear of the site (L.C.A. 3) is the proposed site for this project. The original intent for this site was to construct a laundromat. Utilities including water, sewer, and gas have been stubbed out to the rear of the site. A parking lot has also been constructed on site in the location of the new proposed industrial buildings.

The proposed development will utilize the existing common access drive and existing utilities. The proposed improvement include two (2) light industrial buildings that will be split into units in order to rent out to local contractors. The northern building is 12,600 square feet and the southern building is 9,200 square feet. The buildings will be single story, metal buildings, painted grey. Each unit within the buildings will be 30' wide and have a garage door and man door for access. Utility rooms, including bathrooms will be accessible from the exterior of the buildings. Drainage for the site will be handled by a lined stormwater basin at the east end of the site. However, due to the existing soils not being suitable for infiltration, a waiver has been requested from Chapter 218 of the Ordinance to allow an increase in runoff leaving the site. Parking will be provided in front of each unit and parking for all uses on site have been provided with adequate parking. Lighting will be provided by building mounted

overhead lights. The proposed improvements are located at the rear of the site, behind the existing buildings and landscaping. The only proposed landscaping is proposed in the stormwater management area for pollutant removal. There is an existing sign at the front of the site that will be used for new businesses that may rent a unit.

We look forward to discussing this project further at the next Technical Review Group and planning board meeting, please do not hesitate to contact me with any questions.

Very truly yours, FIELDSTONE LAND CONSULTANTS, PLLC

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Chuck L. Ritchie, E.I.T. Project Engineer 206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456 www.FieldstoneLandConsultants.com

December 19, 2023

#### **City of Rochester Planning Board**

AND CONSUL

31 Wakefield Street Rochester, NH 03867

RE: All Purpose Storage Rochester, LLC – Site Plan Application
 Tax Map 114 Lot 8 - 303 & 305 North Main Street, Rochester, NH
 (Waiver Request Letter)

Dear Planning Board Members,

As agent for All Purpose Storage Rochester, LLC, Fieldstone Land Consultants, PLLC hereby requests the following waiver from the City of Rochester Code, Chapter 218, regarding the above referenced Site Plan:

1. Chapter 218-10.C(3) – Stormwater Management and Erosion Control - Post Construction Stormwater management Design Standards:

Peak stormwater runoff and volume control requirements

(a) Measures shall be taken to control the post-development peak rate of stormwater runoff and volume so that it does not exceed the predevelopment peak rate of stormwater runoff and volume for the two-year, ten-year, and twenty-five-year, twenty-four-hour design storm.

(b) Runoff shall not be discharged to surface water bodies or wetlands more than volumes discharged under existing conditions (developed condition or undeveloped condition).

(c) If an increase in post-development peak rate or volume is anticipated due to site constraints that limit the ability to implement LID measures, the applicant shall demonstrate that the project will not cause adverse impacts to downstream properties, infrastructure, aquatic habitat or water quality degradation in downstream water bodies.

The subject property is currently developed with two fast food restaurants and a paved parking lot. The existing stormwater management features are limited to a catch basin that provides treatment and roadside swale along North Main Street. The proposed development includes the construction of a lined stormwater basin with filter material to treat the runoff from the new improvements on site. The result is that all new impervious surfaces will be treated in the new basin, and existing impervious areas will continue to be

All Purpose Storage Rochester, LLC – Site Plan Tax Map 114 Lot 8 - **(Waiver Request)** 

Page 2 of 2

captured in the existing catch basin prior to discharge to adjacent wetlands. This will ensure there is no water quality degradation downstream of the site.

The soils on site are contaminated and infiltration is not a feasible design option for the development. The contaminated soils require the proposed stormwater management areas to be lined and treat runoff via filtration. With infiltration not an option for stormwater management, there is no reasonable way to reduce volume of runoff leaving the site. Despite the limitations on infiltration, the current design results in only a 0.065 acre-foot volume increase in the 25 year storm event. The basin is also sized to provide a reduction of 0.33 cubic-feet/second in the 25 year storm event. However, during the 2 and 10 year storms, the proposed improvements will result in increase of both runoff rates and volumes. The increase in runoff in the storm events requires a waiver from Chapter 218.

We believe the proposed design meets the spirit and intent of the ordinance by providing treatment and meeting the standards to the maximum extent possible given the site conditions. We therefore respectfully request that the board grant a waiver to the requirements of Chapter 218-10.C(3).

Thank you for your consideration.

Sincerely, Fieldstone Land Consultants, PLLC

Chuck L. Ritchie, EIT Project Engineer

## SITE DEVELOPMENT PLANS

# LIGHT INDUSTRIAL / FACILITY

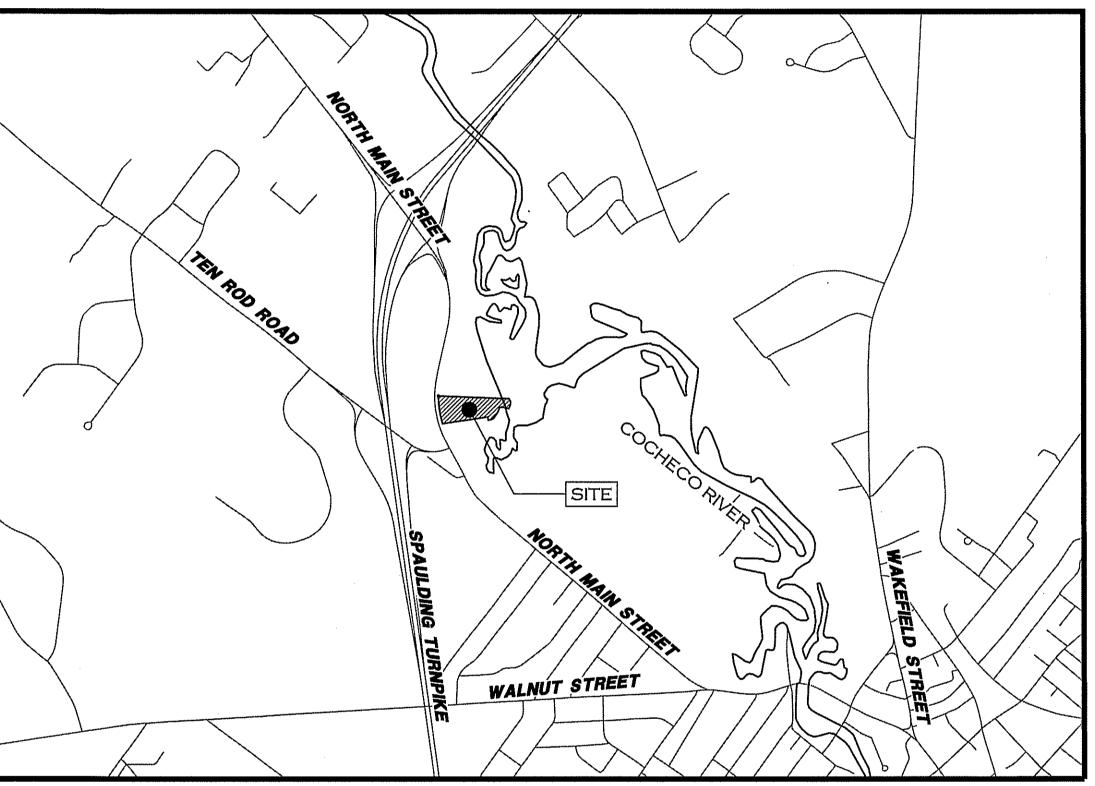


1. THE LOCATION OF THE UTILITIES SHOWN ARE APPROXIMAT IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PRESERVE ALL UTILITY SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL JURISDICTIONAL AGENCIES AND UTILITY COMPANIES PRIOR TO AND DURING CONSTRUCTIO THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AN PROPOSED WORK PRIOR TO CONSTRUCTION.

> CONTACT DIG SAFE 72 HOURS PRIOR TO CONSTRUCTION DIGSAFE.COM OR DIAL 81 KNOW WHAT'S BELOW

- TAX MAP 114, LOT 8 -

(303 & 305 NORTH MAIN STREET) ROCHESTER, NEW HAMPSHIRE NOVEMBER 17, 2023



SCALE: 1"=1,000'

### **PREPARED FOR:** PATRIOT HOLDINGS LLC

4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

### LAND OF: ALL PURPOSE STORAGE **ROCHESTER, LLC.**

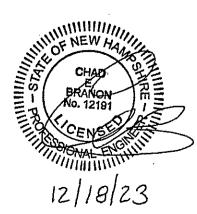
4023 DEAN MARTIN DRIVE, LAS VEGAS, NV 89103

Surveying + Engineering + Land Planning + Permitting + Septic Designs

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206 Elm Street, Milford, NH 03055 Phone: (603)-672-5456 Fax: (603)-413-5456 www.FieldstoneLandConsultants.com





PAGE	SHEET	TITLE
1	CV-1	COVER SHEET
2	EX-1	EXISTING CONDITIONS PLAN (ALTA)
2 3	SP-1	SITE PLAN
4	GR—1	GRADING & DRAINAGE PLAN
5	EC-1	EROSION & SEDIMENTATION CONTROL PLAN
6	UT—1	UTILITY PLAN
7	LT—1	LIGHTING PLAN
8	LS—1	LANDSCAPING PLAN
9	DT—1	EROSION CONTROL DETAILS
10	DT-2	CONSTRUCTION DETAILS
11	DT-3	CONSTRUCTION DETAILS
12	DT-4	CONSTRUCTION DETAILS (SEWER)

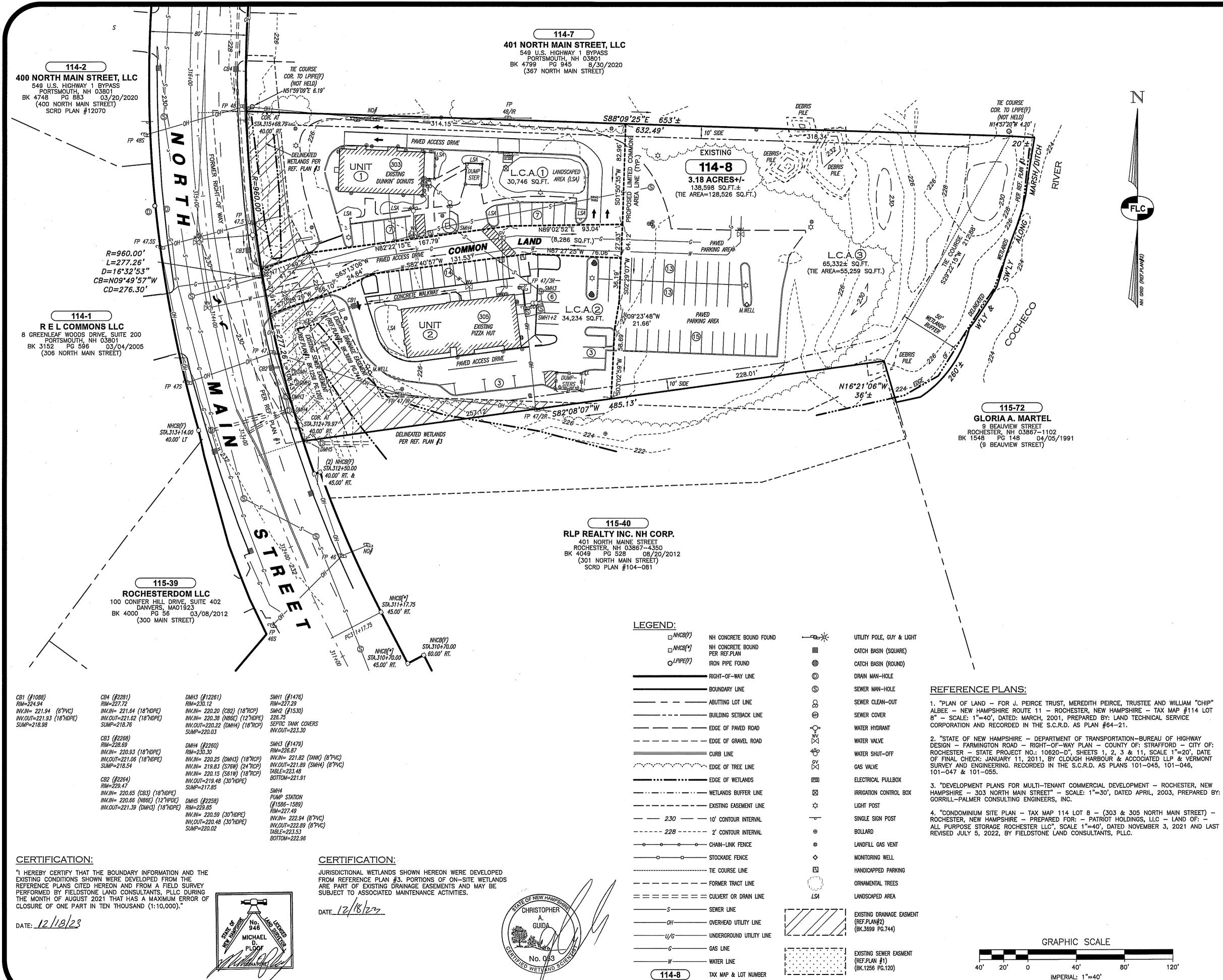
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PAGE	SHEET	TITLE					
1	A1	ARCHITECTURAL ELEVATIONS					
2	A2	ARCHITECTURAL ELEVATIONS					

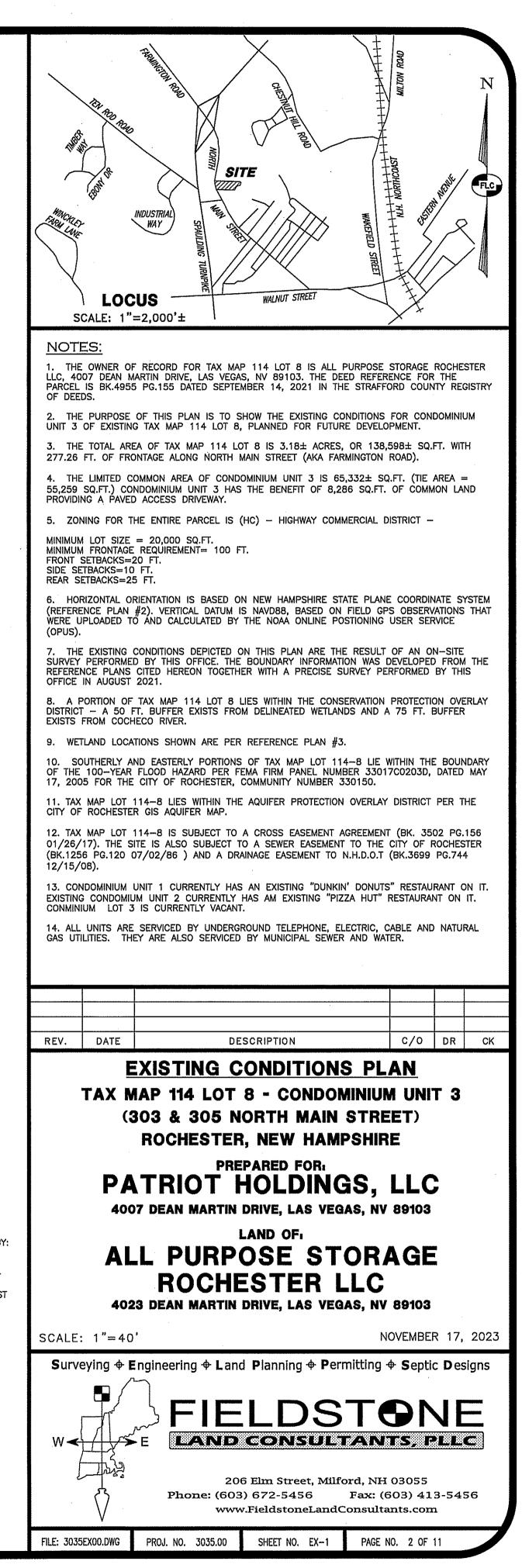
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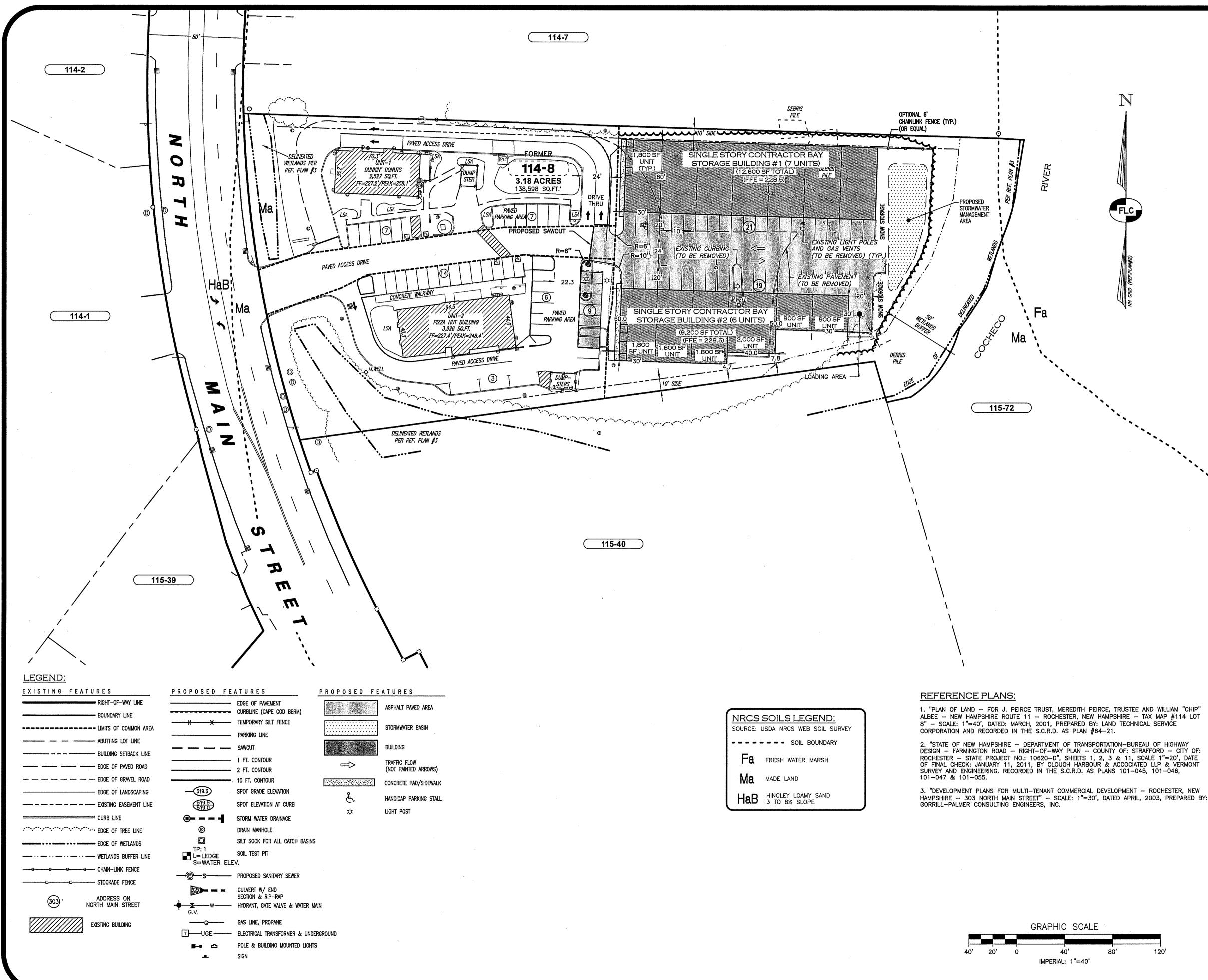
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ON:	CERTIFIED BY THE
CHAIRPERSON:	AND BY
THE DIRECTOR OF PLANNING	

DATE:\_\_

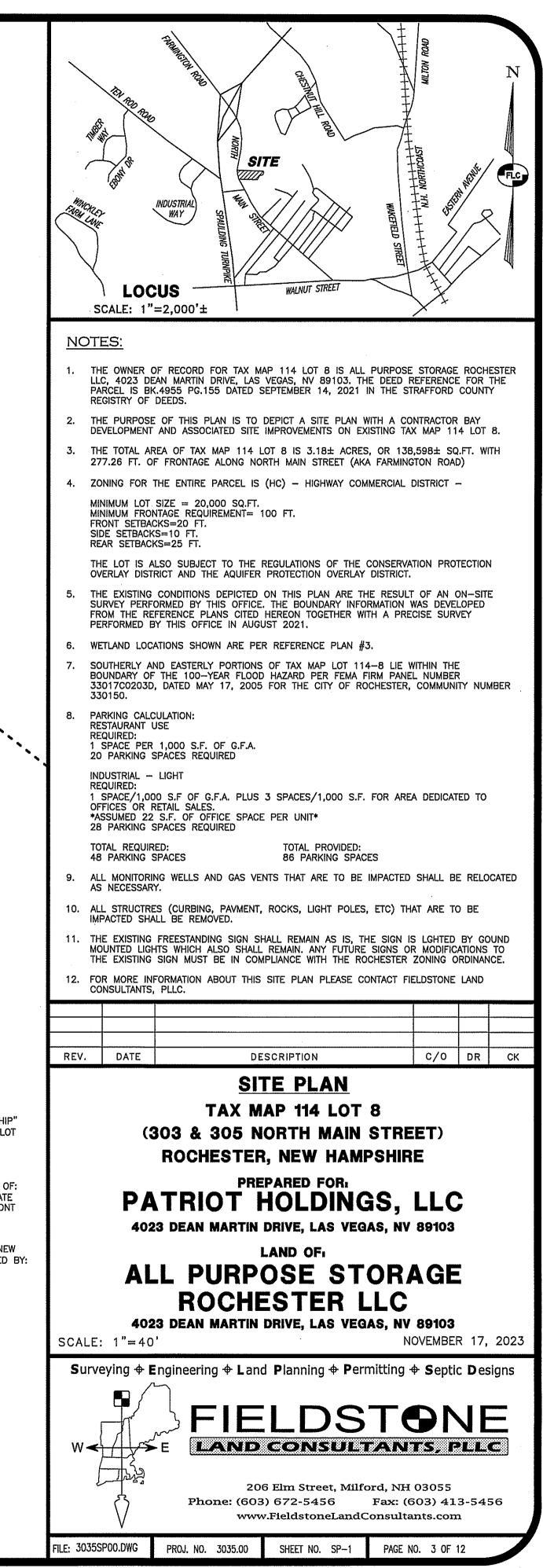
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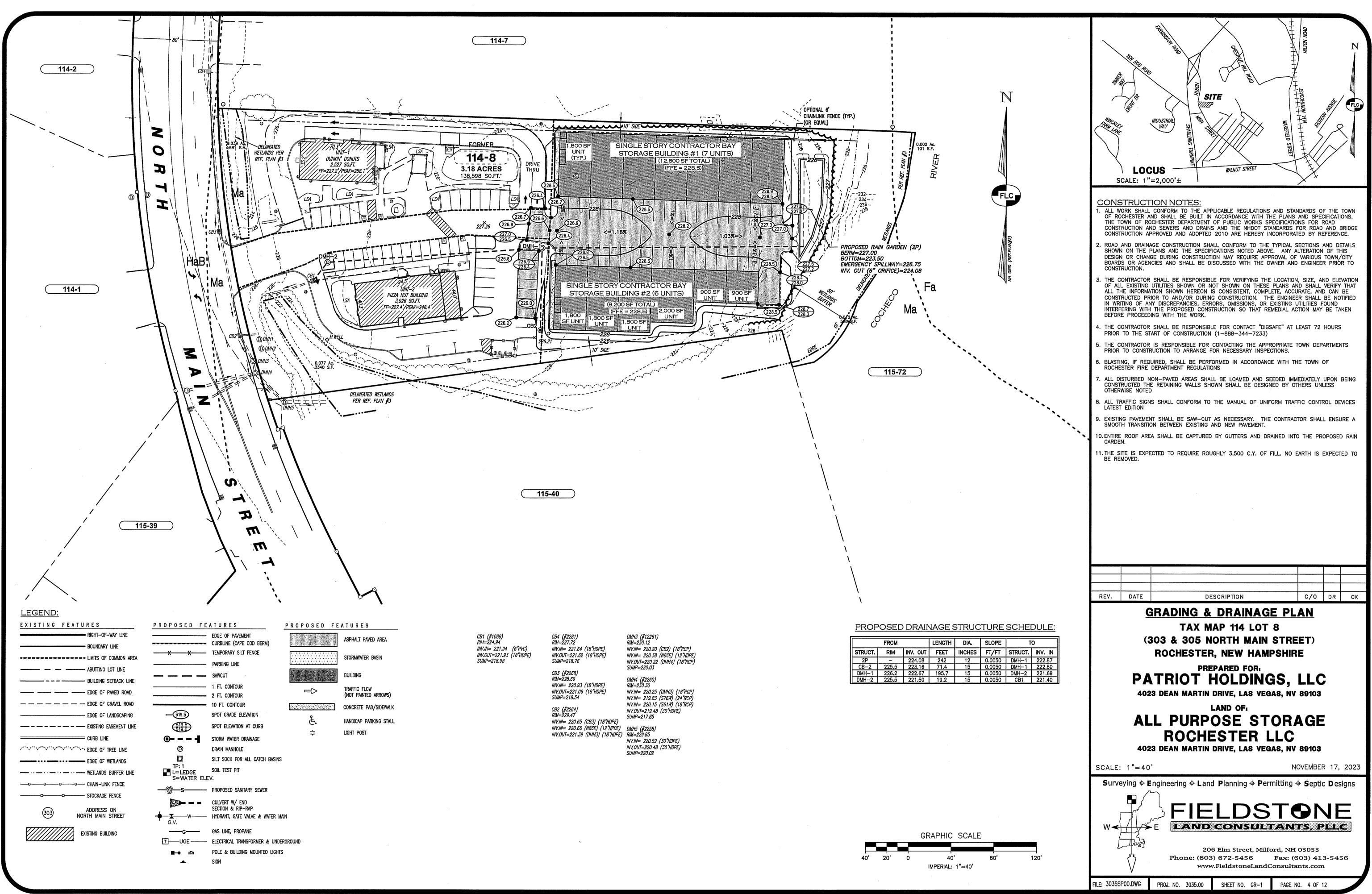


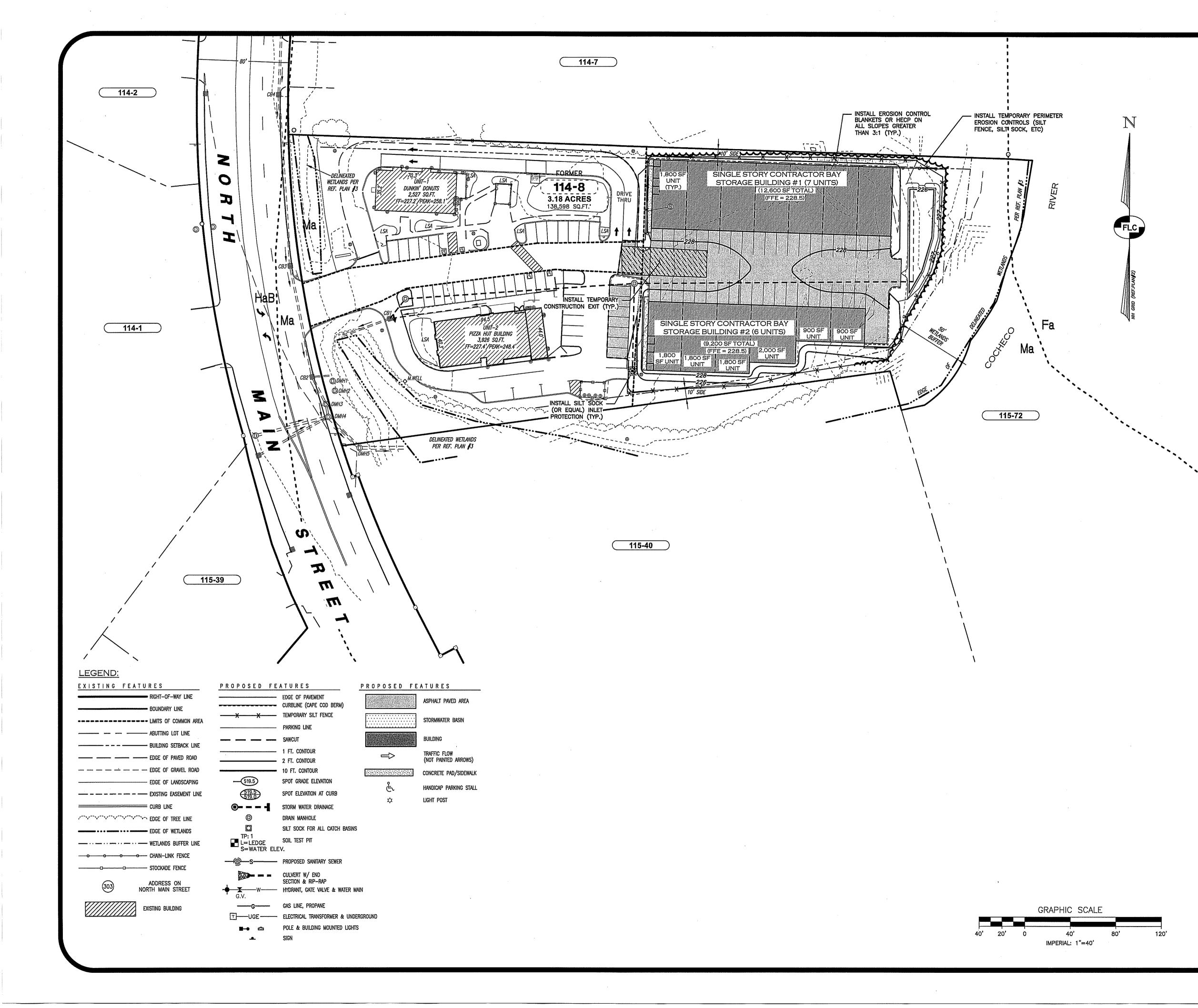


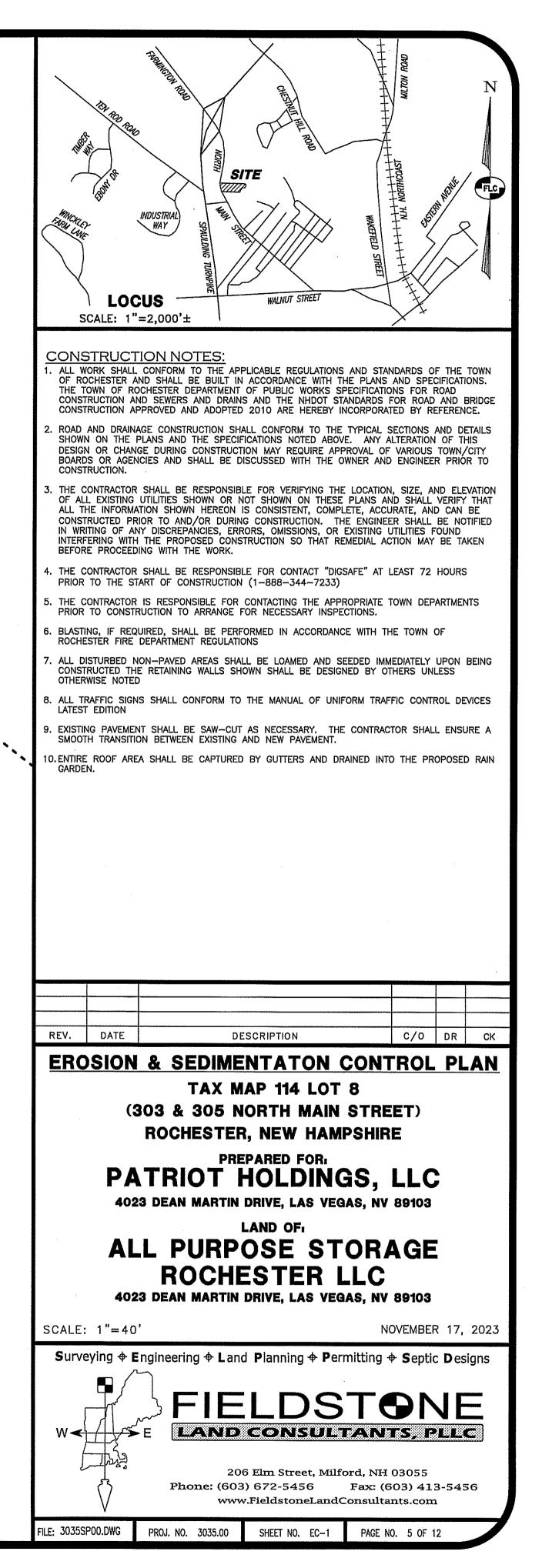


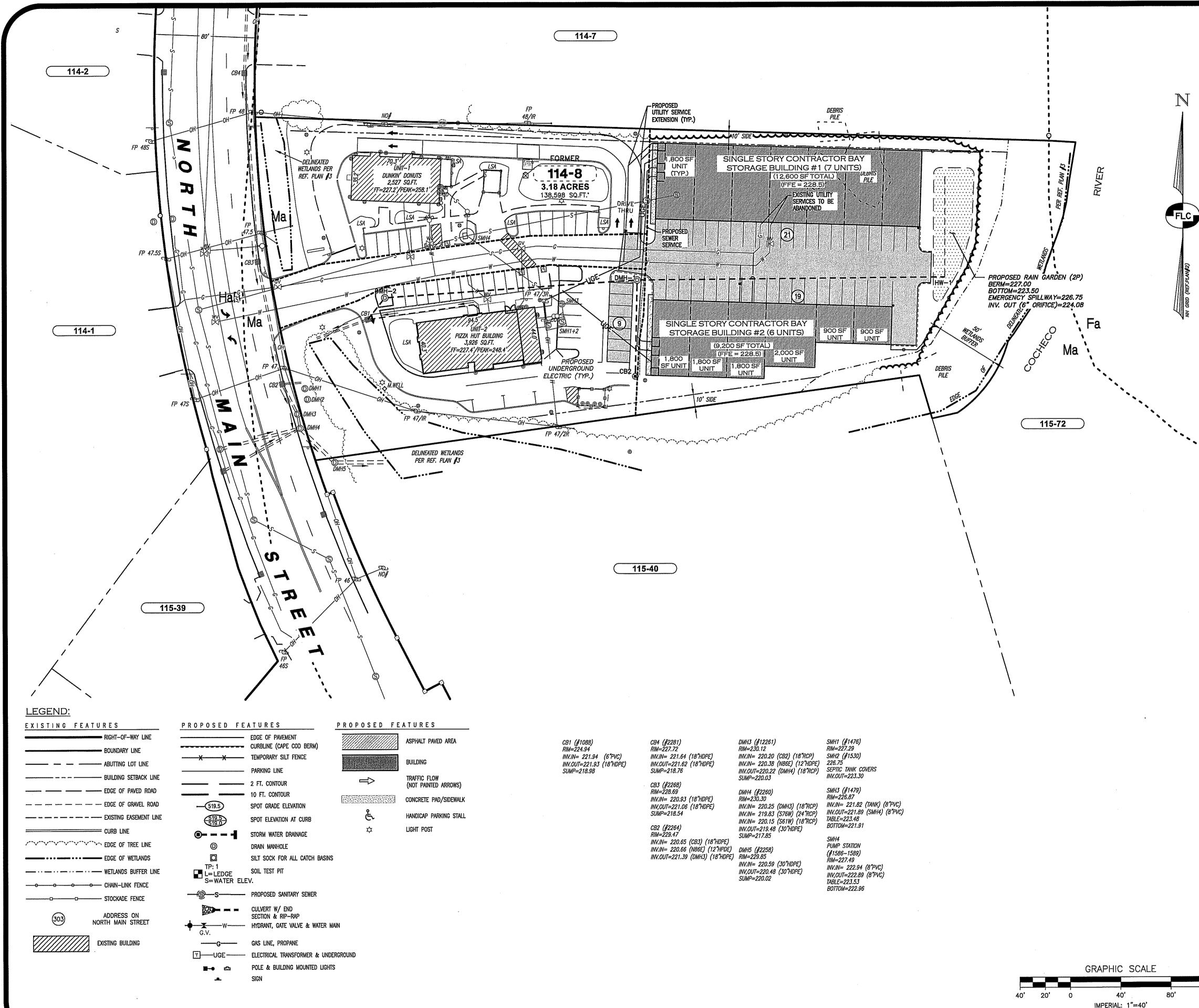
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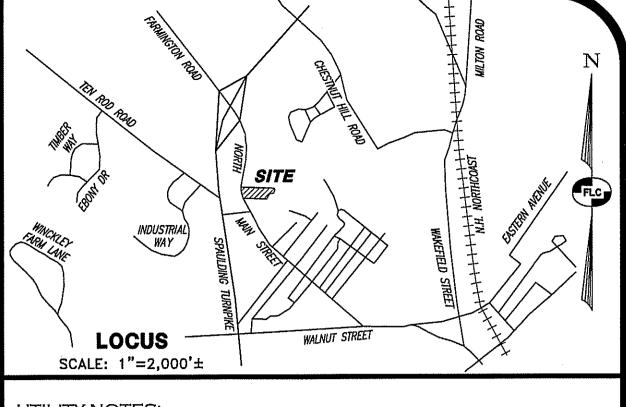






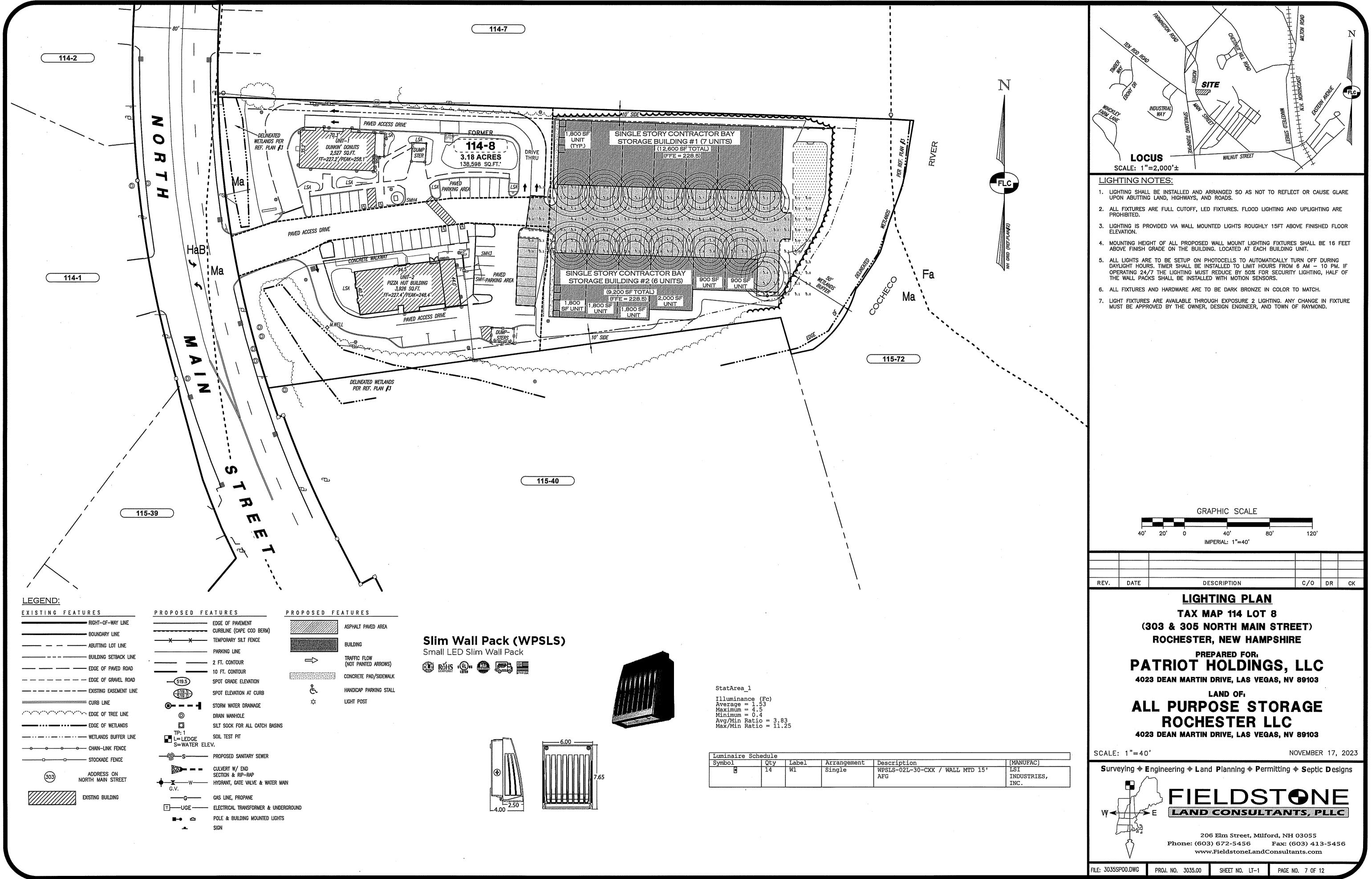


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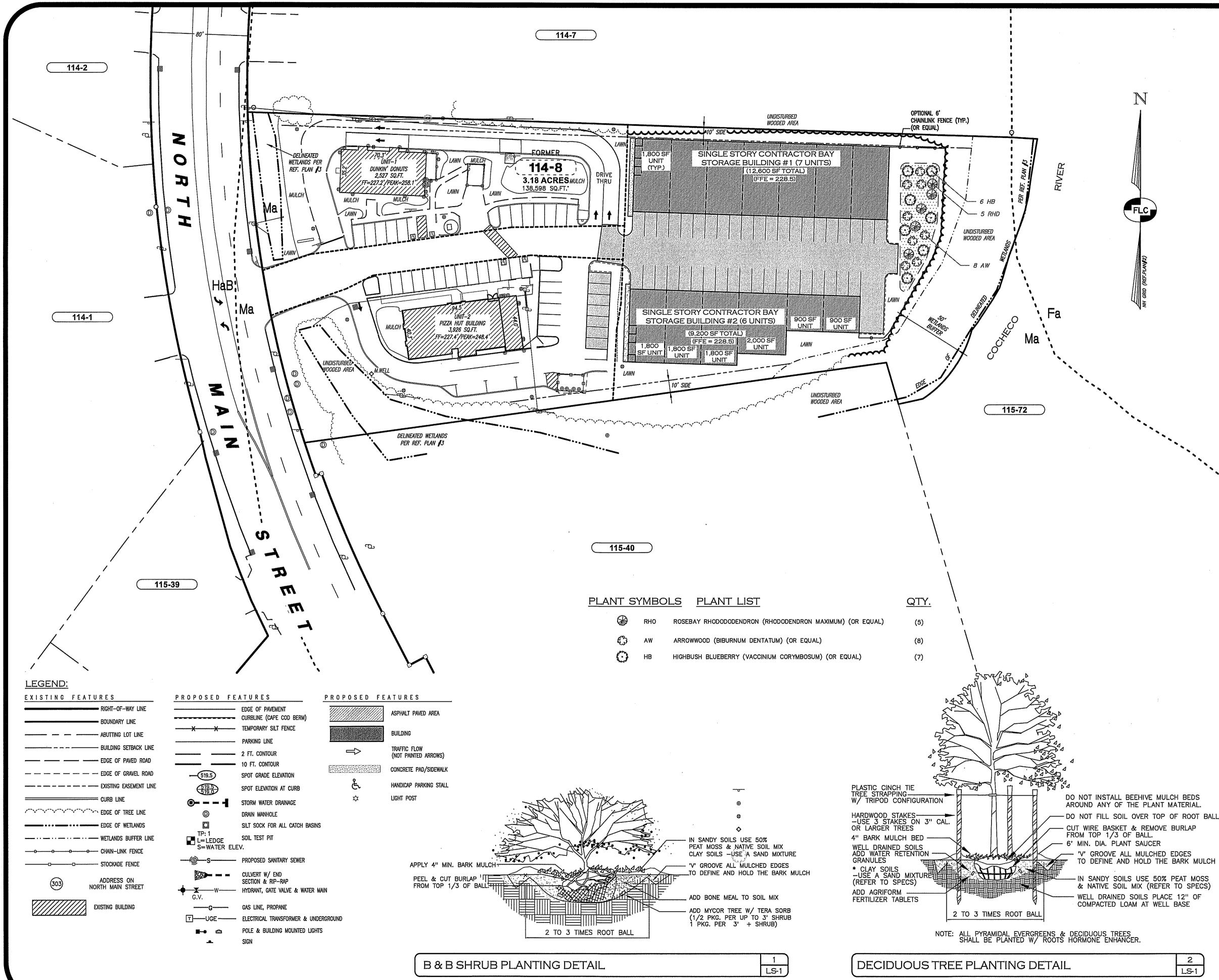
- UTILITY NOTES:
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, SIZE, AND ELEVATION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND SHALL VERIFY THAT ALL THE INFORMATION SHOWN HEREON IS CONSISTENT, COMPLETE, ACCURATE, AND CAN BE CONSTRUCTED PRIOR TO AND/OR DURING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES, ERRORS, OMISSIONS, OR EXISTING UTILITIES FOUND INTERFERING WITH THE PROPOSED CONSTRUCTION SO THAT REMEDIAL ACTION MAY BE TAKEN BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACT "DIGSAFE" AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION (1-888-344-7233)
- 3. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE TOWN DEPARTMENTS PRIOR TO CONSTRUCTION TO ARRANGE FOR NECESSARY INSPECTIONS.
- 4. BLASTING, IF REQUIRED, SHALL BE PERFORMED IN ACCORDANCE WITH THE TOWN OF ROCHESTER REGULATIONS.
- 5. ALL DISTURBED NON-PAVED AREAS SHALL BE LOAMED AND SEEDED IMMEDIATELY UPON BEING CONSTRUCTED THE RETAINING WALLS SHOWN SHALL BE DESIGNED BY OTHERS UNLESS OTHERWISE NOTED
- EXISTING PAVEMENT SHALL BE SAW-CUT AS NECESSARY. THE CONTRACTOR SHALL ENSURE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW PAVEMENT.
- ALL POWER WORK SHALL CONFORM TO EVERSOURCE & NHEC STANDARDS.
- B. ALL TELEPHONE WORK SHALL CONFORM TO THE SPECIFICATIONS OF THE LOCAL PROVIDER.
- 9. THE SITE WILL BE SERVICED BY MUNICIPAL SEWER AND WATER.
- 10. ALL FIRE PREVENTION MEASURES, SUCH AS FIRE ALARM SYSTEMS AND KNOX BOXES, SHALL BE INSTALLED AS REQUESTED BY THE ROCHESTER FIRE DEPARTMENT.
- 1. ALL OIL, GREASE, CHEMICALS, AND HAZARDOUS MATERIALS/WASTE SHALL BE HANDLED IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS.

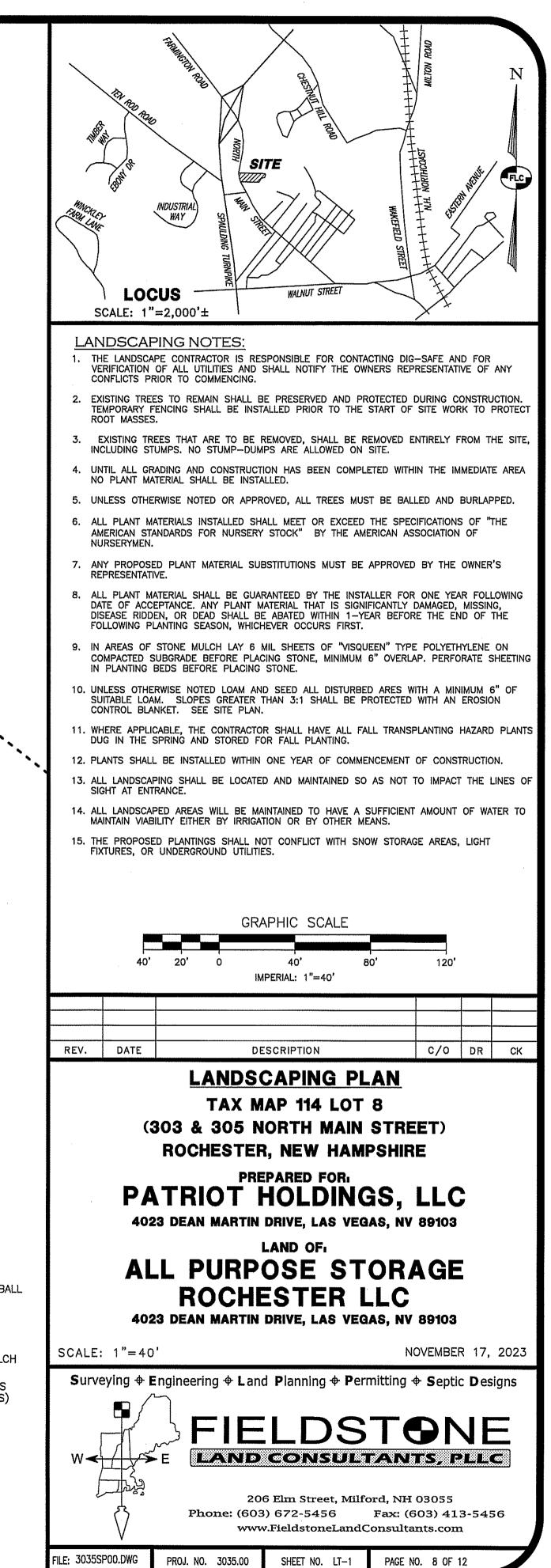
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Prior	TO	STARTING	ANY	WORK	ON	THE	SITE	THE	CONTRACTOR	SHALL	NOTIFY	APPROPRIATE	AGENCIES.

2. ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS THEREOF IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICE STORM WATER MANUALS. VOLUME 1-3, LATEST EDITION.

3. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED PER PLANS AND DETAILS. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF EARTH DISTURBING ACTIVITIES.

4. INSTALL INLET PROTECTION AROUND ALL STORM DRAIN STRUCTURES. INLET PROTECTION BMP'S SHALL REMAIN UNTIL THE SITE IS STABILIZED. CONSTRUCTION OF STORMWATER BASINS AND TREATMENT SWALES SHALL OCCUR PRIOR TO AND EARTH MOVING OPERATION THAT WILL INFLUENCE STORM WATER RUNOFF.

5. THE WORK AREA SHALL BE GRADED, SHAPED AND OTHERWISE DRAINED IN SUCH A MANNER AS TO MINIMIZE SOIL EROSION, SILTATION OF DRAINAGE CHANNELS, DAMAGE TO EXISTING VEGETATION, AND DAMAGE TO PROPERTY OUTSIDE THE LIMITS OF THE WORK AREA.

6. EXISTING VEGETATION IS TO REMAIN UNDISTURBED WHEN POSSIBLE.

7. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE KEPT CLEAN DURING CONSTRUCTION. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE A WEEK AND AFTER EVERY 0.25-INCH OR GREATER RAINFALL. SEDIMENTS SHALL BE DISPOSED OF IN AN UPLAND AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND BE PERMANENTLY STABILIZED.

8. THE SMALLEST PRACTICAL AREA SHALL BE DISTURBED DURING CONSTRUCTION. RUNOFF MUST BE DIRECTED TO TEMPORARY PRACTICES UNTIL STORMWATER BMPS ARE STABILIZED.

9. THE LAND AREA EXPOSED SHALL BE KEPT TO THE SHORTEST PRACTICAL PERIOD OF TIME. ALL NON-ACTIVE DISTURBED AREAS SHALL BE STABILIZED WITHIN 30 DAYS OF THE DISTURBANCE. ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 72 HOURS OF FINAL GRADING.

10. DITCHES, SWALES AND DRAINAGE BASINS SHALL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION AND STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.

11. AN AREA SHALL BE CONSIDERED STABILIZED IF ONE OF THE FOLLOWING HAS OCCURRED: A. BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE PAVED;

B. A MINIMUM OF 85% VEGETATED GROWTH HAS BEEN ESTABLISHED:

C. A MINIMUM OF 3-INCHES OF NON-EROSIVE MATERIAL, SUCH AS STONE OR RIPRAP, HAS BEEN INSTALLED: OR

D. EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED.

12. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL SLOPES THAT ARE STEEPER THAN 3:1 (HORIZONTAL / VERTICAL). UNLESS OTHERWISE SPECIFIED THE CONTRACTOR SHALL USE NORTH AMERICAN GREEN SC150, OR APPROVED EQUAL.

13. ALL AREAS RECEIVING EROSION CONTROL STONE OR RIPRAP SHALL HAVE A GEOTEXTILE MATERIAL INSTALLED BELOW THE STONE (SEE APPROPRIATE DETAILS).

14. ALL DISTURBED AREAS TO TURF FINISHED SHALL BE COVERED WITH A MINIMUM THICKNESS OF 6 INCHES OF COMPACTED LOAM. LOAM SHALL BE COVERED WITH THE APPROPRIATE SEED MIXTURE AS INDICATED BELOW: PERMANENT SEED (LAWN AREAS) LBS / 1.000 SQ. FT. I PERMANENT SLOPE SEED MIX LBS / 1.000 SQ. FT.

		LEINING VERLE VER									
CREEPING RED FESCUE PERENNIAL RYEGRASS KENTUCKY BLUEGRASS REDTOP	0.92 LBS 1.15 LBS 0.58 LBS 0.12 LBS	CREEPING RED FESCUE PERENNIAL RYEGRASS REDTOP ALSIKE CLOVER BIRDSFOOT TREFOIL	0.80 LBS 0.69 LBS 0.12 LBS 0.12 LBS								
**APPLICATION RATE TO 2.8 LBS PER 1,000		**APPLICATION *1.85 LBS PE	RATE TOTALS R 1,000 SF**								
IPPED SOIL SHALL BE STOCKPILE D BED PREPARATION: 10-10-10	TEMPORARY STABILIZATION OF DISTURBED AREAS: PPED SOIL SHALL BE STOCKPILED UNCOMPACTED, AND STABILIZED AGAINST EROSION AS OUTLINED BELOW: D BED PREPARATION: 10-10-10 FERTILIZATION TO BE SPREAD AT THE RATE OF 7 LBS. PER 100 SF AND CULITURAL INFSTONE AT A RATE OF 90 LBS. PER 1000 SF AND INCORPORATED INTO THE SOIL.										

AND INCORPORATED INTO THE SOIL. THE SOIL, FERTILIZER AND LIMESTONE SHALL BE TILLED TO PREPARE FOR SEEDING. A. SEED MIXTURE: USE ANY OF THE FOLLOWING:

STE

SPECIES	RATE PER 1.000 SF	DEPTH	SEEDING DATES
WINTER RYE OATS ANNUAL RYEGRASS	2.5 LBS 2.5 LBS 1.0 LBS	1 INCH 1 INCH 0.25 INCH	8/15 TO 9/15 4/15 TO 10/15 8/15 TO 9/15

B. MULCHING: MULCH SHOULD BE USED ON HIGHLY ERODIBLE AREAS, AND WHERE CONSERVATION OF MOISTURE WILL FACILITATE PLANT ESTABLISHMENT AS FOLLOWS:

<u>TYPE</u> STRAW	RATE PER 1.000 SF 70 TO 90 LBS	<u>USE AND COMMENTS</u> MAY BE USED WITH PLANTINGS, MUST BE ANCHORED TO BE USED ALONE
WOOD CHIPS OR BARK MULCH	460 TO 920 LBS	USED WITH TREE AND SHRUB PLANTINGS
FIBROUS MATTING	AS RECOMMENDED BY MANUFACTURER	MUST BE BIODEGRADABLE. USE IN SLOPE AREAS AND AREAS DIFFICULT TO VEGETATE
CRUSHED STONE	SPREAD TO OPENTER	LISE IN SPECIFIC ADEAS AS

1/4" TO 1-1/2" DIA. THAN 1/2" THICKNESS

USE IN SPECIFIC AREAS AS SHOWN ON PLAN OR AS NEEDED

16. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS. IF SOIL TESTING IS NOT FEASIBLE (CRITICAL TIME FRAMES OR VARIABLE SITES) THEN APPLY FERTILIZER AT A RATE OF 11 POUNDS PER 1,000 SF AND LIMESTONE AT A RATE OF 90 POUNDS PER 1,000 SF. FERTILIZER SHALL BE LOW PHOSPHATE (LESS THAN 2% PHOSPHORUS).

17. CAUTION SHOULD BE TAKE WHEN THE PROPERTY IS LOCATED WITHIN 250 FEET OF A WATER BODY. IN THIS CASE ALL FERTILIZERS SHALL BE RESTRICTED TO A LOW PHOSPHATE, SLOW RELEASE NITROGEN FERTILIZER. SLOW RELEASE FERTILIZERS MUST BE AT LEAST 50% SLOW RELEASE NITROGEN COMPONENT. NO FERTILIZER EXCEPT LIMESTONE SHALL BE APPLIED WITHIN 25 FEET OF THE SURFACE WATER. THESE ARE REGULATED LIMITATIONS.

18. PERMANENT OR TEMPORARY COVER MUST BE IN PLACE BEFORE THE GROWING SEASON ENDS (SEE WINTER CONSTRUCTION NOTES). NO DISTURBED AREAS SHALL BE LEFT EXPOSED DURING THE WINTER MONTHS.

19. A VIGOROUS DUST CONTROL PROGRAM SHALL BE APPLIED BY THE SITE CONTRACTOR. DUST SHALL BE MANAGED THROUGH THE USE OF WATER AND/OR CALCIUM CHLORIDE.

20. IN NO WAY ARE THE MEASURES INDICATED ON THE PLANS OR IN THESE NOTES TO BE CONSIDERED ALL INCLUSIVE. THE CONTRACTOR SHALL USE JUDGMENT TO INSTALL ADDITIONAL EROSION CONTROL MEASURES AS SITE CONDITIONS, WEATHER OR CONSTRUCTION METHODS WARRANT.

21. FOLLOWING PERMANENT STABILIZATION, TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND ACCUMULATED SEDIMENTATION IS TO BE DISPOSED OF IN AN APPROVED LOCATION, OUTSIDE OF JURISDICTIONAL WETLANDS.

22. LOT DISTURBANCE OTHER THAN SHOWN ON THE APPROVED PLANS, SHALL NOT COMMENCE UNTIL AFTER THE ROADWAY HAS THE BASE COURSE TO DESIGN ELEVATION AND THE ASSOCIATED DRAINAGE IS COMPLETE AND STABLE. 23. THE CONTRACTOR AND OWNER ARE RESPONSIBLE FOR OBSERVING AND MANAGING THE PROJECT PER RSA 430:53 AND AGR 3800 REGARDING INVASIVE SPECIES (PLANTS AND INSECTS). NO INVASIVE SPECIES PLANT OR INSECT SHALL BE INTRODUCED ONTO THE SITE.

EROSION CONTROL NOTES	1 DT-1



#### 1. ALL PROPOSED VEGETATED AREAS WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATED GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED. STABILIZATION METHODS SHALL INCLUDE SEEDING AND INSTALLING EROSION CONTROL BLANKETS ON SLOPES GREATER THAN 3:1, AND SEEDING AND PLACING 3 TO 4 TONS OF MULCH PER ACRE, SECURED WITH ANCHORED NETTING, ELSEWHERE. THE INSTALLATION OF EROSION CONTROL BLANKETS OR MULCH AND NETTING SHALL NOT OCCUR OVER ACCUMULATED SNOW OR FROZEN GROUND AND SHALL BE COMPLETED IN ADVANCE OF THAW OR SPRING MELT EVENTS.

2. ALL DITCHES OR SWALES WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATED GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED WITH STONE OR EROSION CONTROL BLANKETS APPROPRIATE FOR THE DESIGN FLOW CONDITIONS.

3. AFTER OCTOBER 15TH, INCOMPLETE ROAD OR PARKING SURFACES, WHERE WORK HAS STOPPED FOR THE WINTER SEASON. SHALL BE PROTECTED WITH A MINIMUM CONTROL BLANKETS COVERED WITH HAY. OTHE AGENCIES AND THE DESIGN ENGINEER. IF CON ROAD SHOULD BE CLEARED OF ACCUMULATED

#### WINTER CONSTRUC

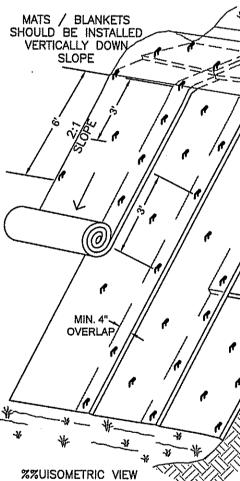
- 1. INSTALL SILTATION CONTROL FENCES IN LOCATION MEASURES SHALL BE INSTALLED PRIOR TO ANY
- 2. INSTALL STABILIZED CONSTRUCTION EXIT(S).
- 3. CUT AND CLEAR TREES; DISPOSE OF DEBRIS. PROPERLY.
- 4. REMOVE TOPSOIL AND STOCKPILE AWAY FROM A PLACE SILT FENCE AROUND THE DOWN SLOPE
- 5. ROUGH GRADE SITE CONSTRUCT DRAINAGE B CONSTRUCTION. STABILIZE IMMEDIATELY PER TH STORM WATER RUNOFF TO THESE STRUCTURES
- 6. BEGIN BUILDING CONSTRUCTION.
- 7. CONSTRUCT GRAVEL PARKING AREA (PAVEMENT ALL CUT AND FILL SLOPES SHALL BE STABILIZ CONTROL NOTES.
- 8. INSPECT AND MAINTAIN EROSION CONTROL MEAS RAINFALL.
- 9. DAILY, OR AS REQUIRED, CONSTRUCT TEMPORAR ETC. MULCH AND SEED AS REQUIRED.
- 10. FINISH GRADING TO PREPARE FOR PAVING (IF AM WITHIN 72 HOURS AFTER FINAL GRADING.
- 11. FINISH PAVING (IF ANY). PERMANENT SEEDING EROSION CONTROL NOTES).

12. COMPLETE PERMANENT SEEDING AND LANDSCAPI

13. TEMPORARY EROSION CONTROL MEASURES SHALL

14. ALL STRUCTURES SHALL BE CLEANED OF SEDIM 15. ALL AREAS SHALL BE STABILIZED WITHIN 45 DAY

CONSTRUCTION SEC



NOTES:

- 1. DIMENSIONS GIVEN IN THIS DETAIL ARE EXAMPL SPECIFICATIONS.
- 2. INSTALL STRAW/COCONUT FIBER EROSION CONT EQUAL ON ALL SLOPES EXCEEDING 3' HORZ :
- 3. THE EROSION CONTROL MATERIAL(S) SHALL BE WOODEN STAKES WITH A MINIMUM TOP WIDTH
- 4. SLOPE SURFACE SHALL BE FREE OF ROCKS, C GOOD SOIL CONTACT.
- 5. APPLY LIME, FERTILIZER AND PERMANENT SEED
- 6. BEGIN AT THE TOP OF THE SLOPE BY ANCHOR THE SLOPE. ALL BLANKETS MUST BE SECURE STAKES IN APPROPRIATE LOCATIONS. REFER TO PATTERN.
- 7. LAY BLANKETS LOOSELY AND STAKE OR STAPLE STRETCH.
- 8. IN LOOSE SOIL CONDITIONS THE USE OF STAPL NECESSARY TO PROPERLY SECURE THE BLANKE
- 9. THE CONTRACTOR SHALL MAINTAIN THE BLANKE COMPLETED AND ACCEPTED. MAINTENANCE SHA BY ANY CAUSE. ALL DAMAGED AREAS SHALL OF THE SOIL PRIOR TO APPLICATION OF THE C REMULCHED AS DIRECTED.

**EROSION BLANKETS -**

D OR PARKING SURFACES, WHERE WORK HAS STOPPED I	For the Winter	PLACED IN CHANNEL FLOW LINE IS 6"	C-
UM OF 3 INCHES OF CRUSHED GRAVEL OR PROPERLY IN HER STABILIZATION OPTIONS ARE TO BE APPROVED BY TH DNSTRUCTION IS TO CONTINUE THROUGH THE WINTER MON SNOW AFTER EACH STORM EVENT.	IE APPROPRIATE	VIEW L	OOKING UPSTREAM
	2	FLOW 24" MAXIMUM	-2" - 3" STONE
TION NOTES	DT-1		ROCK SET IN 4" MINIMUM TRENCH
rions shown hereon. <u>Erosion and sedimentation co</u>	ONTROL		
IY EARTH MOVING OPERATION.		SE	ECTION C - C
STUMPS ARE TO BE REMOVED FROM THE SITE AND DIS	SPOSED OF		STANCE SUCH THAT POINTS 'A' AND ARE OF EQUAL ELEVATION
ANY WETLAND. STABILIZE STOCKPILE IMMEDIATELY BY SI SIDE OF EARTH STOCKPILES.	EEDING.	B	
BASINS AND DRAINAGE SWALES DURING INITIAL PORTION O THE CONSTRUCTION AND EROSION CONTROL DETAILS. DO	OF D NOT DIRECT	POINT 'A'	B POINT 'B'
S UNTIL A HEALTHY VEGETATIVE COVER IS ESTABLISHED.			
OPTIONAL) AND BUILDING PAD. INSTALL UTILITIES AND IZED UPON COMPLETION OF ROUGH GRADING PER THE T	STRUCTURES. THE EROSION		CHECK DAM SPACING
SURES ON A WEEKLY BASIS AND AFTER EVERY 0.25" OF	R GREATER	NOTES:	CHECK DAW SPACING
RY BERMS, CULVERTS, DITCHES, SILTATION FENCES, SEDI	IMENT TRAPS,	1. STONE CHECK DAMS SHOULD BE INSTALLED BEFO DRAINAGE DITCH.	ORE RUNOFF IS DIRECTED TO THE SWALE OR
ANY) AND LOAMING. ALL DISTURBED AREAS SHALL BE S		2. THE MAXIMUM CONTRIBUTING DRAINAGE AREA TO T 3. STONE CHECK DAMS SHOULD NOT BE USED IN A	THE CHECK DAM SHOULD BE LESS THAN ONE ACRE.
S SHALL BE PERFORMED UPON COMPLETION OF PARKING		4. STONE CHECK DAMS SHOULD BE CONSTRUCTED O	OF WELL-GRADED ANGULAR 2 TO 3 INCH STONE. THE
	AREA (SEE	INSTALLATION OF 3/4-INCH STONE ON THE UPGR FILTERING.	
PING. LL BE REMOVED WHEN ALL DISTURBED AREAS HAVE BEE	IN STABILIZED.	<ol> <li>WHEN INSTALLING STONE CHECK DAMS THE CONTR BANKS AND EXTEND THE STONE BEYOND THE ABU FLOW AROUND THE DAM.</li> </ol>	ITMENTS A MINIMUM OF 18-INCHES TO PREVENT
MENTS ONCE CONSTRUCTION IS COMPLETE.		6. STONE CHECK DAMS SHOULD BE REMOVED ONCE UNLESS OTHERWISE SPECIFIED.	THE SWALE OR DITCH HAS BEEN STABILIZED
AYS OF INITIAL DISTURBANCE.		STONE CHECK DAM	5
QUENCE	<u>3</u> DT-1	USTONE CHECK DAM	DT- 1
		EXTRA STRENGTH FILTER FABRIC NEEDE WIRE MESH SUPPORT	D WITHOUT
<b>条章 秋</b>		STEEL OR WOOD POST	
TAMP SOIL OVER MAT			
		ATTACH FILTER FABRIC SECURELY TO UPSTREAM SIDE OF POST	
			FLOW
		UNDISTURBED	
			6' MAXIMUM SPACING WITHOUT WIRE SUPPORT FENCE
	Ŧ		10' MAXIMUM SPACING WITH WIRE SUPPORT FENCE
	12"	PERSPECT	<u>IVE VIEW</u>
6 <sup>11</sup> 1.5 <sup>11</sup> 1.5 <sup>11</sup>	<u></u>	STEEL OR WOOD POST 36" HIGH MAXIMUM	ATTACHING TWO SILT FENCES
STAPLES			
¢		36" MAX. FLOW	PLACE THE END POST OF THE SECOND FENCE INSIDE
		36" MAX.	THE END POST OF THE FIRST FENCE
BERM			ROTATE BOTH POSTS AT LEAST 180 DEGREES IN
		6" TO 8	A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC
LES: DEVICE SHOULD BE INSTALLED PER MANUFACTURE	ER'S	12" MIN.	MATERIAL DIRECTION OF RUNOFF WATERS
ITROL MAT SUCH AS NORTH AMERICAN GREEN SC150 OR	र	6" X 8" TRENCH WITH COMPACTED BACKFILL	DRIVE BOTH POSTS ABOUT
	APLES OR	SECTION VIEW	GROUND AND BURY FLAP
CLODS, STICKS AND GRASS. MATS / BLANKETS SHALL	HAVE	NOTES:	
DING BEFORE PLACING BLANKETS.		1. SILT FENCES SHOULD NOT BE USED ACROSS STRE DRAINAGE WAYS.	
RING THE BLANKET AS SHOWN. ROLL THE BLANKETS DO ELY FASTENED TO SOIL SURFACE BY PLACING STAPLES O	DR	2. SILT FENCE SHOULD BE INSTALLED FOLLOWING THE POSSIBLE AND THE ENDS OF THE SILT FENCE SHO	E CONTOUR OF THE LAND AS CLOSELY AS ULD BE FLARED UPSLOPE,
TO MANUFACTURERS STAPLE GUIDE FOR CORRECT STAPL	E	<ol> <li>IF THE SITE CONDITIONS INCLUDE FROZEN GROUND BASE OF THE FABRIC SHOULD BE EMBEDDED WITH STONE.</li> </ol>	), LEDGE OR THE PRESENCE OF HEAVY ROOTS THE A MINIMUM THICKNESS OF 8 INCHES OF 3/4-INCH
E TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NO	от	4. SILT FENCES PLACED AT THE TOE OF SLOPES SHO TO ALLOW SPACE FOR SHALLOW PONDING AND ACC	ULD BE INSTALLED AT LEAST 6 FEET FROM THE TOE
LES OR STAKE LENGTHS GREATER THAN 6 INCHES MAY IETS.	BE	5. THE MAXIMUM SLOPE ABOVE THE FENCE SHOULD E THE FENCE SHOULD BE 100 FEET.	
ET UNTIL ALL WORK ON THE CONTRACT HAS BEEN HALL CONSIST OF THE REPAIR OF AREAS WHERE DAMAGE	D	6. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN A	REA THAT WILL NOT CONTRIBUTE TO SEDIMENT
BE REPAIRED TO REESTABLISH THE CONDITIONS AND GRACOVERING AND SHALL BE REFERTILIZED, RESEEDED AND	ADE	OFF-SITE AND CAN BE PERMANENTLY STABILIZED. 7. SILT FENCES SHOULD BE REMOVED WHEN THE UPS STABILIZED.	SLOPE AREAS HAVE BEEN PERMANENTLY
	4	<u> </u>	6
SLOPE INSTALLATION	DT-1	SILT FENCE	DT-1

-END POINTS 'A' MUST BE HIGHER-

THAN THE FLOW LINE POINT 'B'

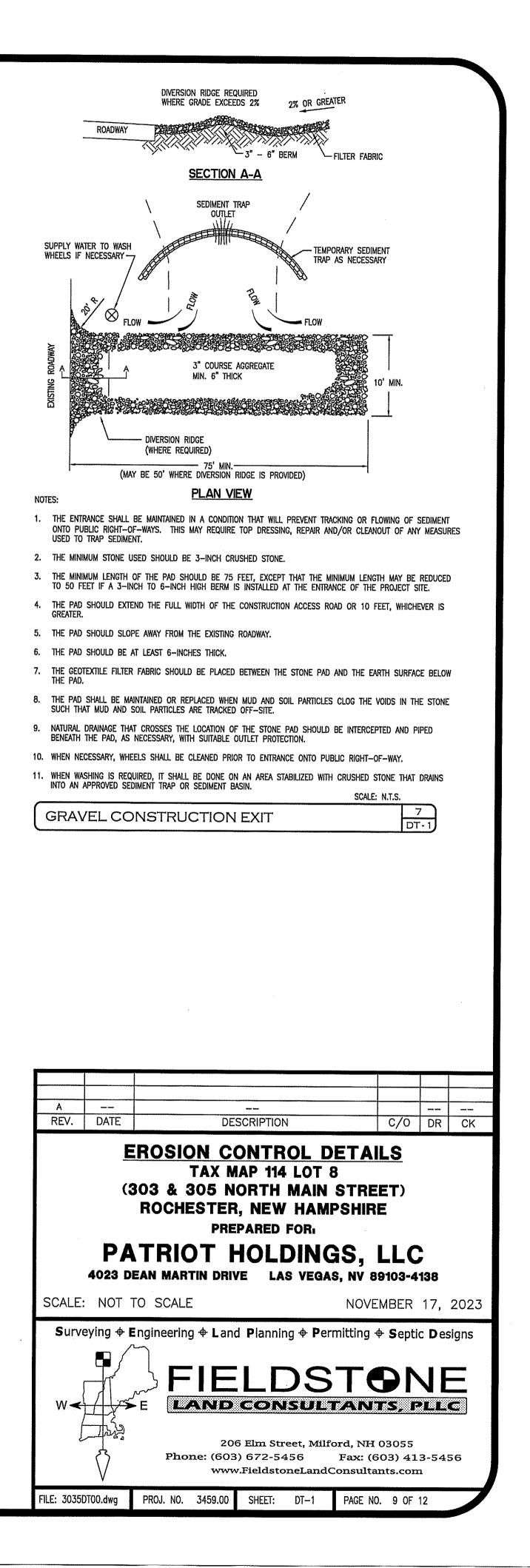
C -1

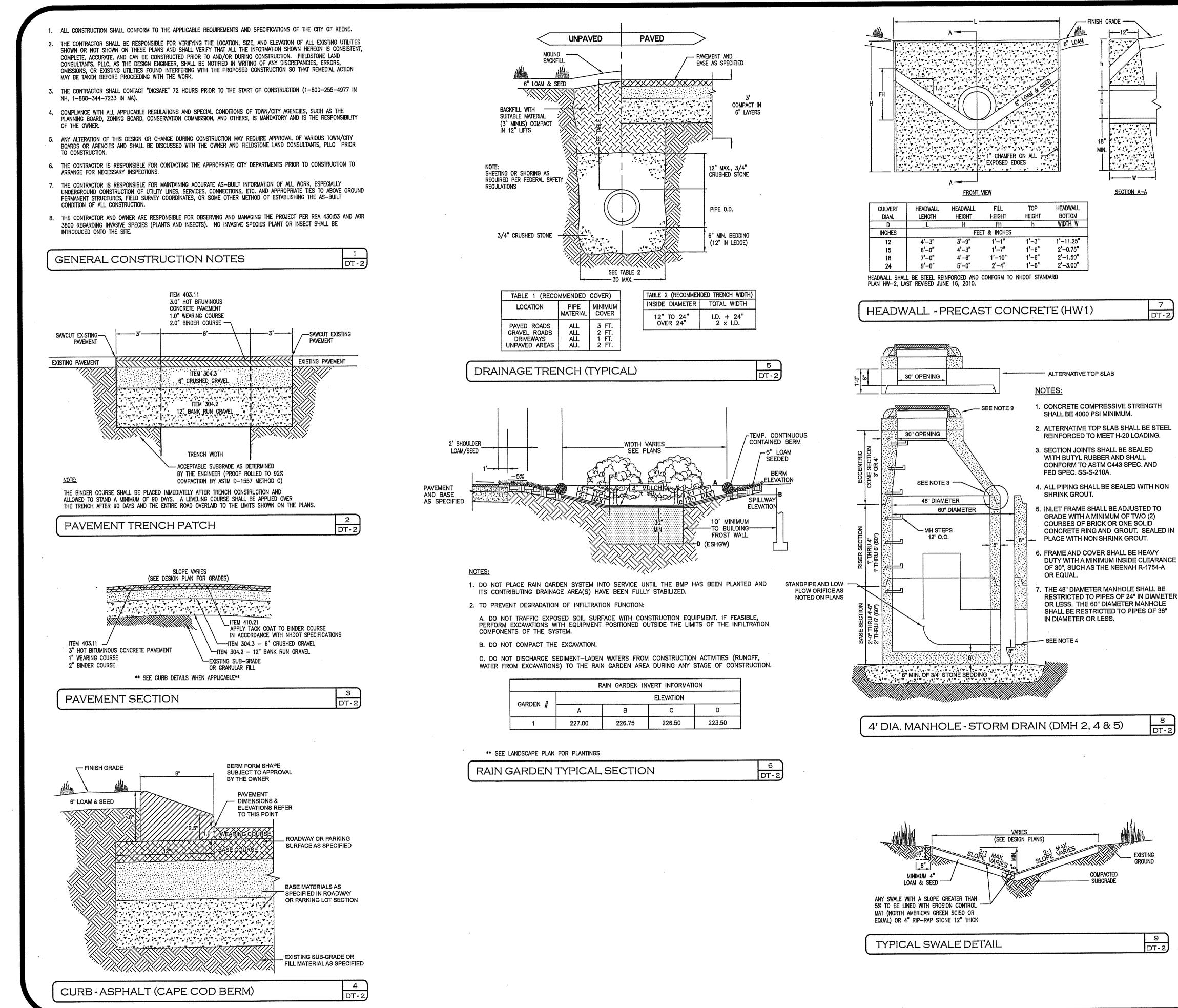
MINIMUM DEPTH OF ROCK -

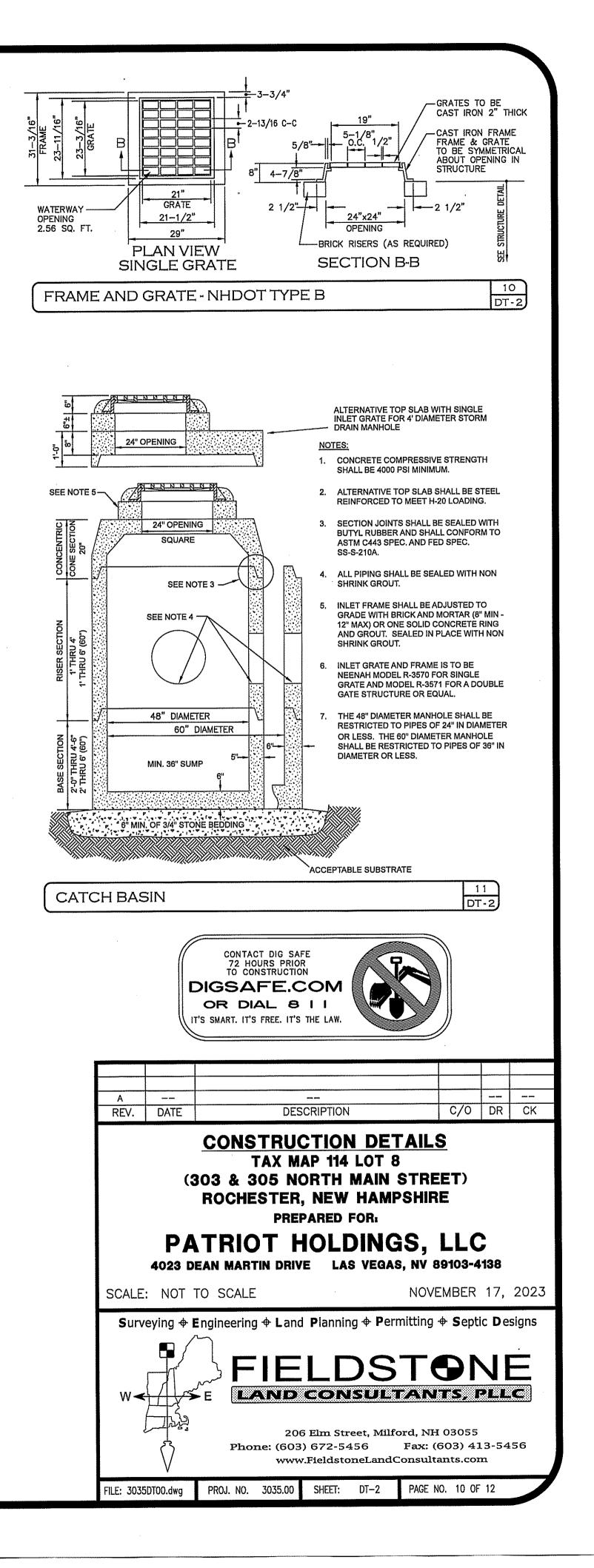
'4 SWALF

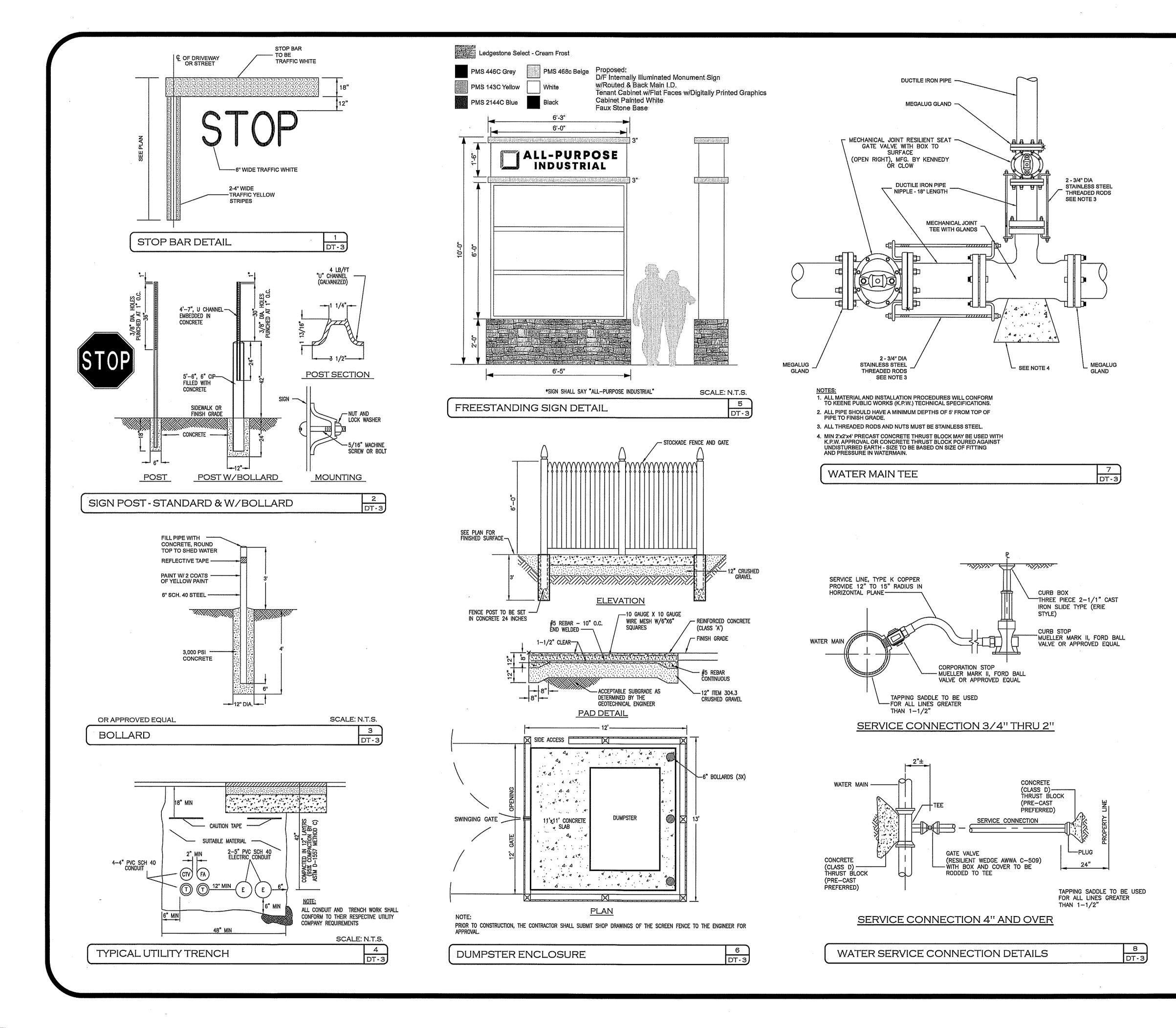
DEPTH (6" MIN.)

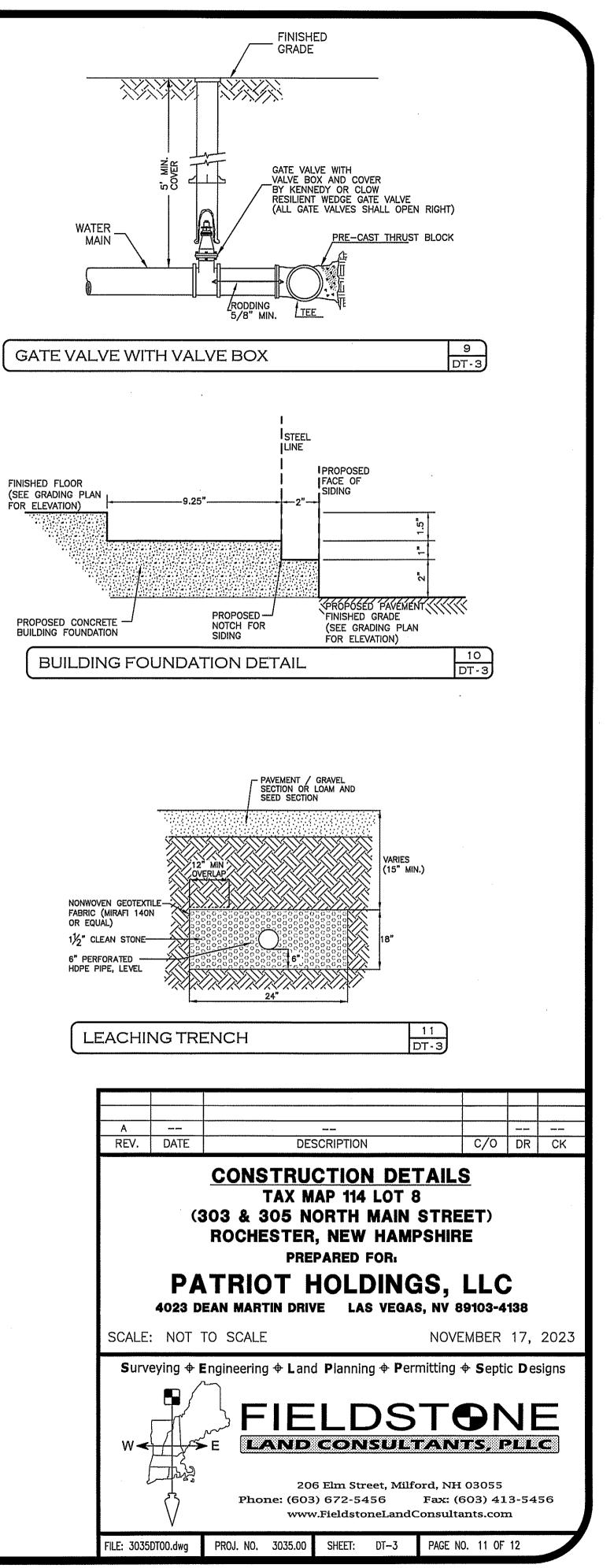
- SWALE DEPTH

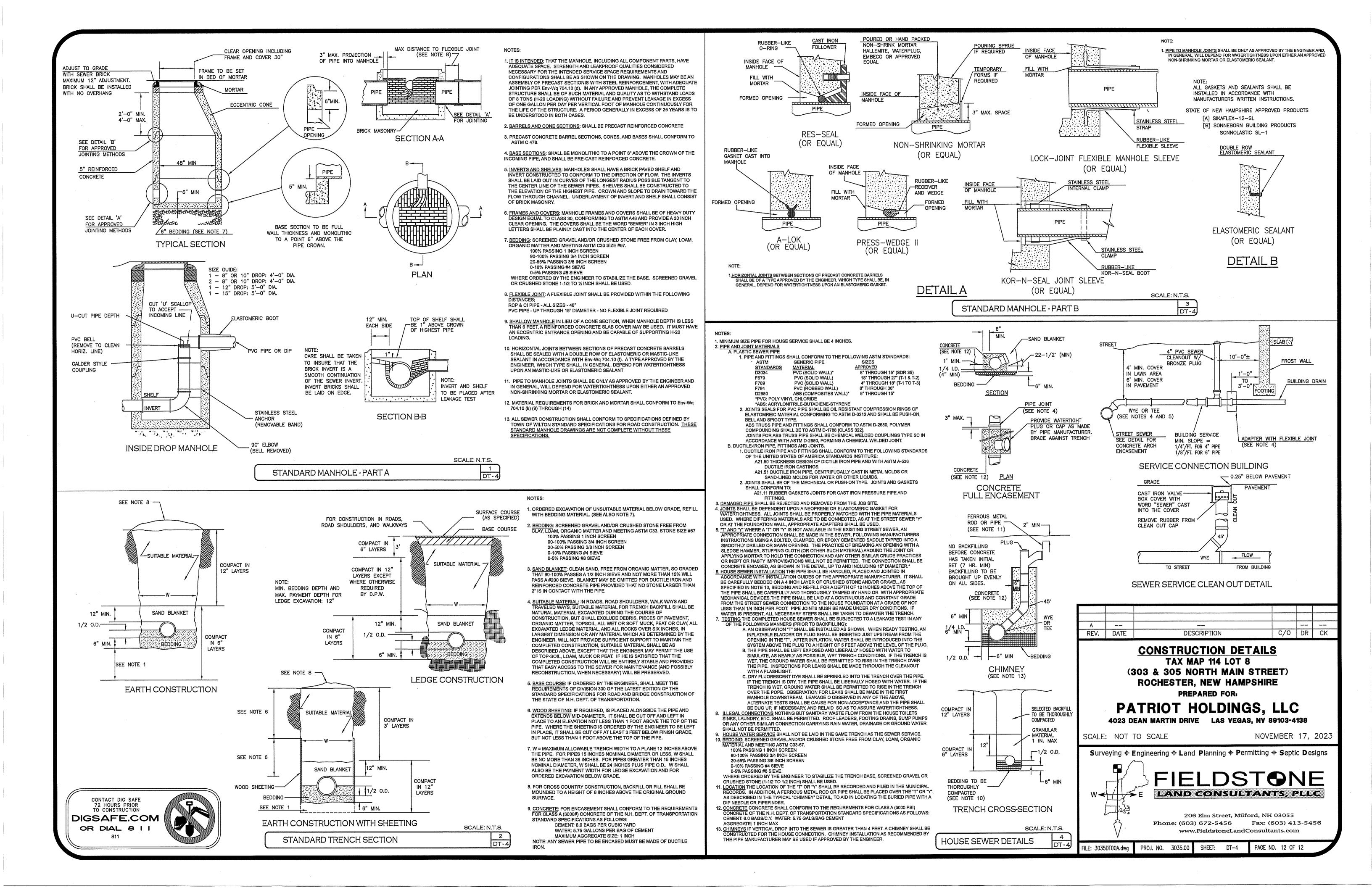


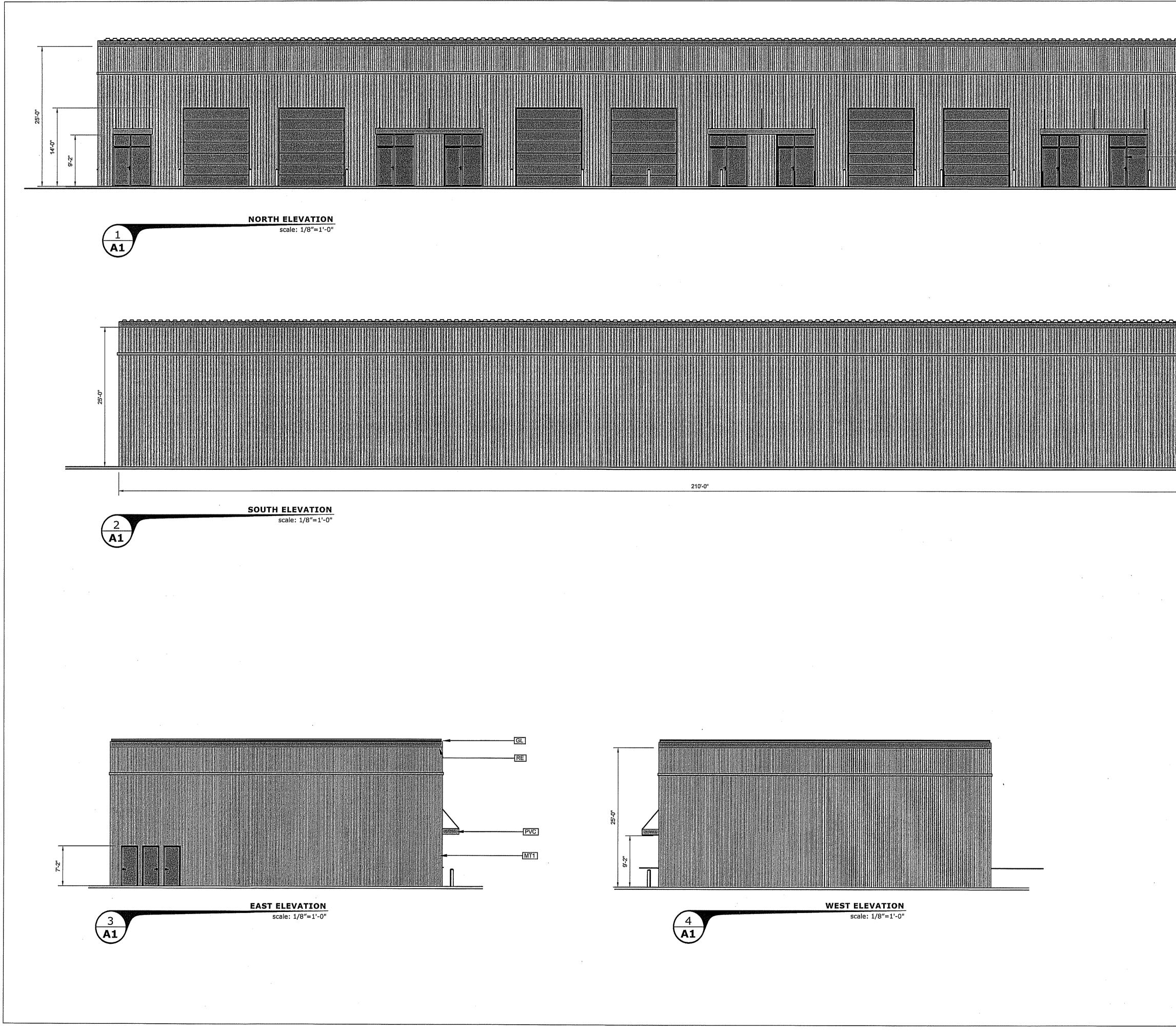




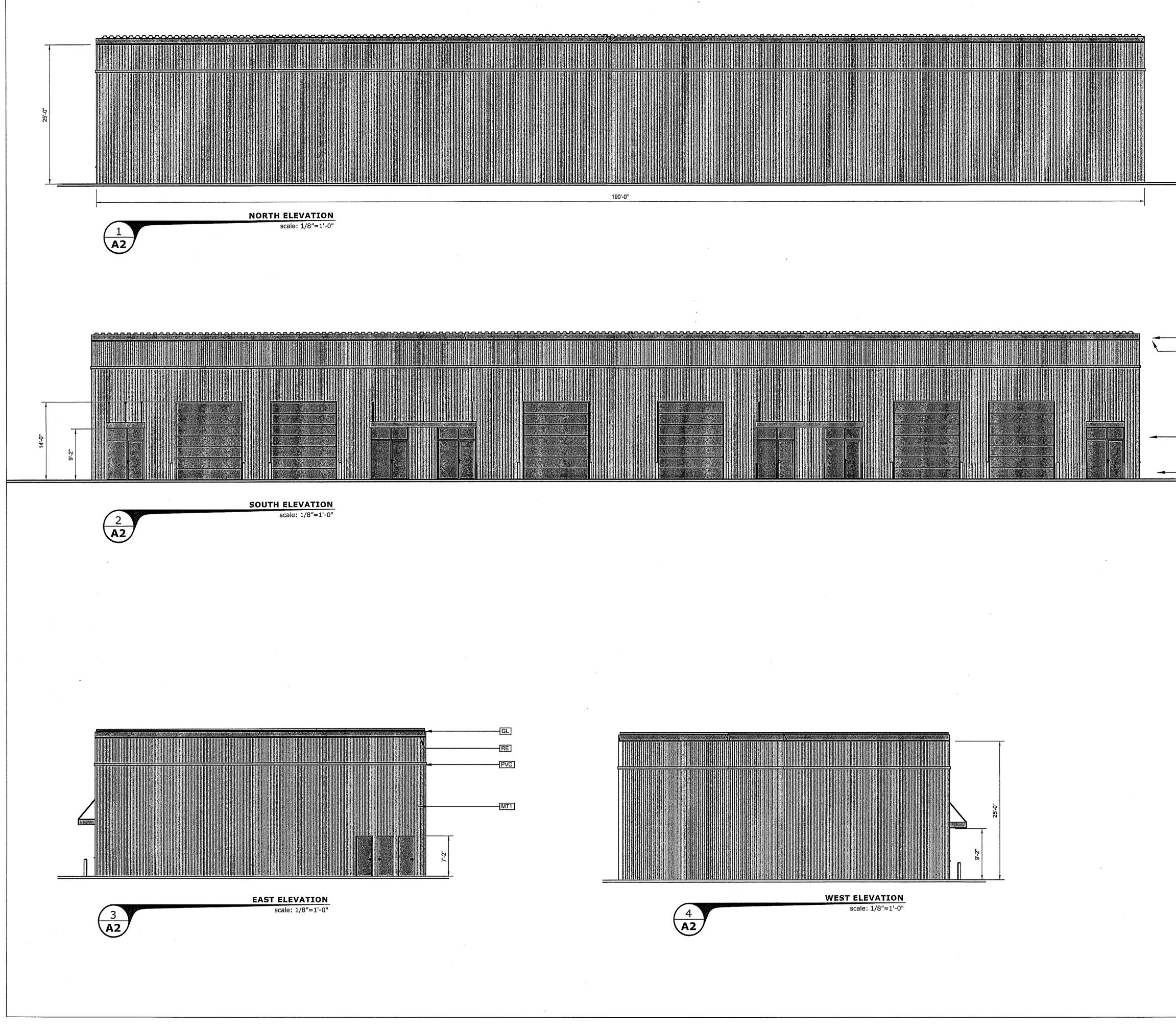








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MATERIA	AL.	CODE NO.	MANUFACTURER	COLOR/FINISH	
METAL SID	ING	MT1	TBD	ASH GRAY HEX#B2BEB5	BUIL
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GALVALUI		GL	TBD	CHARCOAL GRAY	A2
	_			HEX#3C4142	

#### Site Plan Checklist (residential and nonresidential)

\*<u>To be filled out by applicant/agent</u> (with notes to be inserted by staff) See regulations for other specific requirements City of Rochester Planning & Development Department

Project Name: Light Industrial / Facility	_Map: <u>114</u>		Lot:_8	3	Date: 12/19/2023	
Applicant/agent: Brandon Richards		_Signature: BMg				
(Staff review by:						)
<u>General items</u>	Yes	No	N/A	Waive Reque	-	Comments
<u><b>4</b></u> sets completed application	X				3	<u></u>
Total application fee	$\mathbf{X}$				ð	
<u><b>4</b></u> copies of narrative	$\mathbf{X}$					
<u>3</u> sets of full-size plans	X				·	
2 sets of 11 X 17 reductions	X				s	
Completed abutters list	$\mathbf{X}$					
Copy of existing covenants, easements, deed restrictions	$\boxtimes$					
<ul> <li><u>Plan Information</u></li> <li>Basic information including:</li> <li>Title sheet</li> <li>Name of Project</li> <li>Date</li> <li>North arrow</li> <li>Scale</li> <li>Legend</li> <li>Revision block</li> <li>Vicinity sketch -not less than 1" = 1,000</li> </ul>						
Name and address of developer/applicant	$\mathbf{X}$					
Name, stamp, and NH license # of land survey, engineer, and/or architect	X					
City tax map & lot #'s	X					
Notation on plans: "For more information about this site plan contact"	$\mathbf{X}$					

General items Continued	Yes	No	N/A	Waive	er ested Comments
Approval block (for signature by staff attesting to Planning Board approval)	X				
References to neighboring plans and subdivisions	$\bowtie$				
<ul> <li>Surveyed property lines including:</li> <li>existing and proposed bearings</li> <li>existing and proposed distances</li> <li>pins, stakes, bounds</li> <li>monuments</li> <li>benchmarks</li> <li>Include error of closure statement</li> </ul>	X				
<ul> <li>Information on abutting properties:</li> <li>owner name</li> <li>owner address</li> <li>tax map and lot #</li> <li>square footage of lots</li> <li>approximate building footprints</li> <li>use</li> </ul>	X				
<b>Zoning</b> Zoning designations of subject tract and in vicinity of tract					
Zoning requirements for district: • frontage • lot dimensions/density • all setbacks • lot coverage	X				
Zoning overlay districts	X				
<u>Existing Topographic Features:</u> Contour lines a (not to exceed two-foot Intervals, except on steep slopes) and spot elevations	$\mathbf{X}$				
Soil types and boundaries	$\mathbf{X}$				
Soil test pit locations, profiles, and Depth to water table and ledge				X	
Percolation test locations and results No infiltration proposed on-site				$\mathbf{X}$	

Existing Topographic Features Continued: Waiver							
Water features (ponds, streams)	Yes 🔀	No	N/A □	Requ	ested Comments		
Wetlands including name of certified Wetlands scientist who delineated	X						
Statement whether located in flood area, And if so, 100 year flood elevation	X						
Delineation of trees and open areas	X						
Overview of types of trees and vegetation	X						
Stone walls and archaeological features			X				
Locations of trails and paths			X				
Other natural/cultural resources (productive farmland, habitats, scenic views, historic structures, etc)							
<b><u>Building Information</u></b> Existing buildings/structures including square footage and use	X						
<ul><li>Proposed building/structures including</li><li>square footage</li><li>first floor elevation</li><li>use</li></ul>	X						
<ul> <li># bedrooms per unit if residential</li> <li>Elevation drawing of proposed buildings and structures as follows:</li> <li>Showing all four sides</li> <li>Drawn to scale with dimensions</li> <li>Showing exterior materials</li> <li>Showing exterior colors</li> </ul>	X						
<i>Circulation and Parking Plans</i> Existing and proposed driveways and access points including: • Width of opening • Turning radii • Cross section of driveway	X						
Curbing & edge treatment	X						
Traffic control devices, if appropriate: \\roch-fileshare\plan\$\Forms\Checklists\Site plan.doc	X				Updated 5/6/2019		

Circulation and Parking Plans Con	ntinue	Circulation and Parking Plans Continued:								
Number of parking spaces <ul> <li>required by ordinance</li> <li>proposed</li> </ul>	Yes X	No	<b>N/A</b> □	Requested	Comments					
Parking layout and dimensions of spaces	$\mathbf{X}$									
Handicap spaces	$\mathbf{X}$									
Loading area	$\mathbf{X}$									
Pedestrian circulation plan (including existing sidewalks in vicinity, if any)	$\mathbf{X}$			□						
Bicycle rack, if appropriate			$\mathbf{X}$							
Buffers, landscaping & screening	K									
Snow storage areas/plan	X									

<u>Utilities</u> Show all pertinent existing and proposed profiles, elevations, materials, sizes, and details

Water lines/well (with protective radius)	$\mathbf{X}$		
Sewer lines/septic and leaching areas	X		
Pump stations		X	
Stormwater management system: pipes, culverts,, catch basins detention/ retention basins, swales, rip rap, etc.	$\boxtimes$		
Fire hydrant location(s) and details	$\mathbf{X}$		
Electric, telephone, cable TV (underground or overhead)	$\mathbf{X}$		
Gas lines	X		
Fire alarm connections	X		
Treatment of solid waste (dumpsters?)	$\mathbf{X}$		
Handing of oil, grease, chemicals hazardous materials/waste	$\mathbf{X}$		

Landscaping Plan	Yes	No	N/A	<b>Waive</b> Reque	Comments
Demarcation of limits of construction, clear delineation of vegetation to be saved and strategy for protecting vegetation	$\mathbf{X}$				
<ul> <li>Proposed ground cover, shrubbery, and trees including:</li> <li>botanical and common names</li> <li>locations and spacing</li> <li>total number of each species</li> <li>size at installation</li> </ul>					 
Planting plan (size of holes, depth of planting, soil amendments, etc.)	$\mathbf{X}$				 
Irrigation: system? soaker hose? Manual? undergrou	X und, etc	□ >.			 
Protection of landscaping from vehicles (Curb stops, berm, railroad ties, etc)	$\mathbf{X}$				 
Specification all finished ground surfaces and edges (greenspace, mulch, asphalt, concrete, etc.)					 
Fencing/screening	$\boxtimes$				 
<b>Signage</b> Location and type of signs: • Attached to building • Freestanding • Directional, if appropriate	×				 
Dimensions of signs: • Height • Area • Setback			X		 
Elevation drawings with colors & materials			X		 
Type of Illumination, if proposed	$\times$				 

Outdoor Lighting				Waive		-
Locations	Yes 🔀	No □	<b>N/A</b> □		sted	Comments
Height of fixtures	×					
Wattage	×					
Type of light (high pressure sodium, etc)	$\mathbf{X}$					
Design/cut sheets of fixtures	$\mathbf{X}$					
Illumination study, if appropriate	X					
<u>Other Elements</u> Traffic study, if appropriate	$\boxtimes$					
Drainage study with calculations, storm Wa impact analysis, and mitigation plan	ter X					
Grading plan (including finish grades)	X					
Earth being removed from site(in cubic yards)	) 📉					
Erosion and sedimentation plan	X					
Proposed covenants, easements, And deed restrictions, if any			$\boxtimes$			
Fiscal impact study, if requested			$\mathbf{X}$			
Additional Comments:						



October 4, 2021

RE: Patriot Holdings, LLC 303 & 305 North Main Street - Rochester, NH Tax Map 114 Lot 8

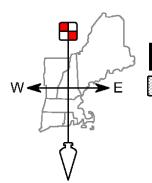
To Whom It May Concern:

The undersigned hereby authorizes Patriot Holdings, LLC and Fieldstone Land Consultants, PLLC to act as their agents in filing and seeking the necessary local, state and federal approvals for the above referenced project.

Very truly yours,

Owner: Signature

Print: Jeremiah Boucher Date 7/05/22 (Managing Member)



206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456 www.FieldstoneLandConsultants.com

December 18, 2023 FLC#3035.00 / TJB

Map 114 Lot 8 All Purpose Storage Rochester LLC 4007 Dean Martin drive Las Vegas, NV 89103

Map 114 Lot 1 R E L Commons LLC 8 Greenleaf Woods Drive, Suite 200 Portsmouth, NH 03801

Map 115 Lot 72 Gloria A. Martel 9 Beauview Street Rochester, NH 03867-1102 List of Abutters Tax Map 114 Lot 8 303 & 305 North Main Street Rochester, New Hampshire

Map 114 Lot 7 401 North Main Street LLC 549 US Highway 1 Bypass Portsmouth, NH 03801

Map 115 Lot 39 Rochesterdom LLC 100 Conifer Hill Drive, Suite 402 Danvers, MA 01923

Engineer: Fieldstone Land Consultants, PLLC 206 Elm Street Milford, NH 03055 Map 114 Lot 2 400 North Main Street LLC 549 US Highway 1 Bypass Portsmouth, NH 03801

Map 115 Lot 40 RLP Realty Inc NH Corp. 401 North Main Street Rochester, NH 03867-4350



Surveying + Engineering Land Planning + Septic Designs

206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456 www.FieldstoneLandConsultants.com

### Stormwater Management Report

S

### ALL PURPOSE STORAGE ROCHESTER, LLC.

**Prepared for:** 

All Purpose Storage Auburn, LLC. 4023 Dean Martin Drive Las Vegas, NV 89103

Date: 12/19/2023

Job No: 03035.00



12/18/23

#### <u>Index</u>

Narrative Rainfall Totals – NRCC NRCS Web Soil Survey

#### Section 1.0: Pre-Developed Conditions

Routing Diagram Area and Soils Listings 2-year Storm Nodes 10-year Storm Nodes 50-year Storm Nodes

#### Section 1.1: Pre-Developed Conditions, 50-year Storm

#### Section 2.0: Post-Developed Conditions

Routing Diagram Area and Soils Listings 2-year Storm Nodes 10-year Storm Nodes 50-year Storm Nodes

#### Section 2.1: Post-Developed Conditions, 50-year Storm

#### Section 3.0: Drainage Area Plans

Pre-Developed Conditions Plan Post-Developed Conditions Plan Pre-Developed HSG Soil Plans Post-Developed HSG Soil Plans

#### **Appendix A: Inspection and Maintenance Manual**

206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456 www.FieldstoneLandConsultants.com

> STORM WATER MANAGEMENT REPORT TAX MAP PARCEL 114-8 303 & 305 NORTH MAIN STREET ROCHESTER, NEW HAMPSHIRE

LAND CONSULTANTS, PLLC

Prepared for: All Purpose Storage Rochester, LLC.

December 19, 2023

#### I) INTRODUCTION

The following are storm water drainage calculations for the proposed development of Tax Map Parcel 114-8 in Rochester, New Hampshire. The subject parcel consists of 3.18 acres. The property is currently a commercial lot with two occupied restaurants. The property is bordered by commercial lots, North Main Street, and the Cocheco River. The project is located on North Main Street, and is known as Tax Map Parcel 114-8 on the Town of Rochester Assessor's map. The applicant is proposing to construct two (2) new buildings that will serve as contractor bay units. Along with the two (2) new buildings other site improvements will be constructed such as parking and stormwater management. This site is serviced by municipal sewer, water, underground electric, and communication services.

The purpose of this report is to analyze the qualitative and quantitative impacts of the proposed development. The objective of the proposed stormwater management system for this project is to mitigate any increases resulting from the proposed development and to meet the drainage guidelines set forth in the City of Rochester's Site Plan Regulations (Section 13).

#### **II) SITE DESCRIPTION (EXISTING)**

The subject property is currently in use with two (2) existing restaurants and associated parking. The access to the site is an existing access way from North Main Street located on the eastern side of North Main Street approximately 375 feet North of Ten Rod Road. The majority of the site is developed and cleared, although a small portion of the rear of the property remains wooded. There are delineated wetlands along the frontage of the property as well as bordering the southern property line. Web Soil Survey maps indicated that the soils present on the property consist of Made Land.

All Purpose Storage Rochester, LLC. Tax Map Parcel 114-8 303 & 305 North Main Street - Storm Water Management Report

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#### **III) METHODOLOGY**

The quantity of runoff and the conveyance of that flow through the site are determined using the software package HydroCAD 10.20-3f by HydroCAD Software Solutions, LLC. HydroCAD is a computer aided design program for modeling storm water hydrology based on the Soil Conservation Service (SCS) TR-20 method combined with standard hydraulics calculations used to model detention basins and culverts.

Stormwater management systems and erosion control are designed in accordance with the methodology for the "Best Management Practices" (BMP's), as outlined in the New Hampshire Storm Water Manual, Volume 2.

#### **IV) DRAINAGE DESIGN**

The city of Rochester requires that the two (2), ten (10), and twenty-five (25) year frequency storm events be evaluated. These design storms have therefore been analyzed to compare the pre and post-development peak flow rates for the site (see attached comparison table).

#### Pre-Development Drainage Conditions:

As can be seen on the Pre-Development drainage plan, the property is broken up into three (3) subcatchments with one (1) observation point. All the subcatchments end up draining off-site (OP-1) and into the Cocheco River.

#### Post-Development Drainage Conditions:

As can be seen on the Post-Development Drainage Plan, the applicant is proposing to construct two (2) commercial buildings along with parking, associated drainage, and site improvements. The roof areas and some of the parking lot is to be captured and conveyed into the proposed Rain Garden (2P) for treatment. The remainder of the parking lot will enter CB2 (3P) and be conveyed into DMH-1 (5P). After stormwater is treated in the Rain Garden (2P) it is to be conveyed to DMH-1 (5P). From DMH-1 (5P) water is conveyed into DMH-2 (4P) which is then conveyed into the existing CB1 (1P) before outletting into the existing Delineated wetland along the front of the site.

#### **V) SUMMARY**

The intent of the stormwater management system for this project is to address the qualitative and quantitative aspects of the stormwater runoff so that there are no downstream adverse impacts created by the project. The proposed development will result in a decrease in stormwater flow to the observation points due to the site improvements.

The net result is that new paved areas will receive qualitative treatment.

All Purpose Storage Rochester, LLC. Tax Map Parcel 114-8 303 & 305 North Main Street - Storm Water Management Report

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The following table is a summary of the attached calculations and show a comparison of the peak flow rates and volumes at the observation points for the site. The values presented are based on pre- and post-development conditions.

Γ	Leastien	C	2 2YR (CI	=S)	Q	10YR (C	FS)	Q	50YR (CFS	5)
	Location	Pre	Post	Δ	Pre	Post	Δ	Pre	Post	Δ
	OP-1	2.12	2.19	0.07	5.01	5.16	0.15	7.58	7.25	-0.33

#### Table 1.1: Peak Flow Rates (CFS) to Culvert(s) under off-site - OP1

#### Table 1.2: Peak Flow Rates (CFS)/Volume (AF) off-site - OP1

Location	C	2 2YR (CI	=S)	Q	10YR (C	FS)	Q 50YR (CFS)			
Location	Pre	Post	Δ	Pre	Post	Δ	Pre	Post	Δ	
OP-1	0.182	0.211	0.029	0.395	0.445	0.050	0.592	0.657	0.065	

### **Extreme Precipitation Tables**

#### Northeast Regional Climate Center

Data represents point estimates calculated from partial duration series. All precipitation amounts are displayed in inches.

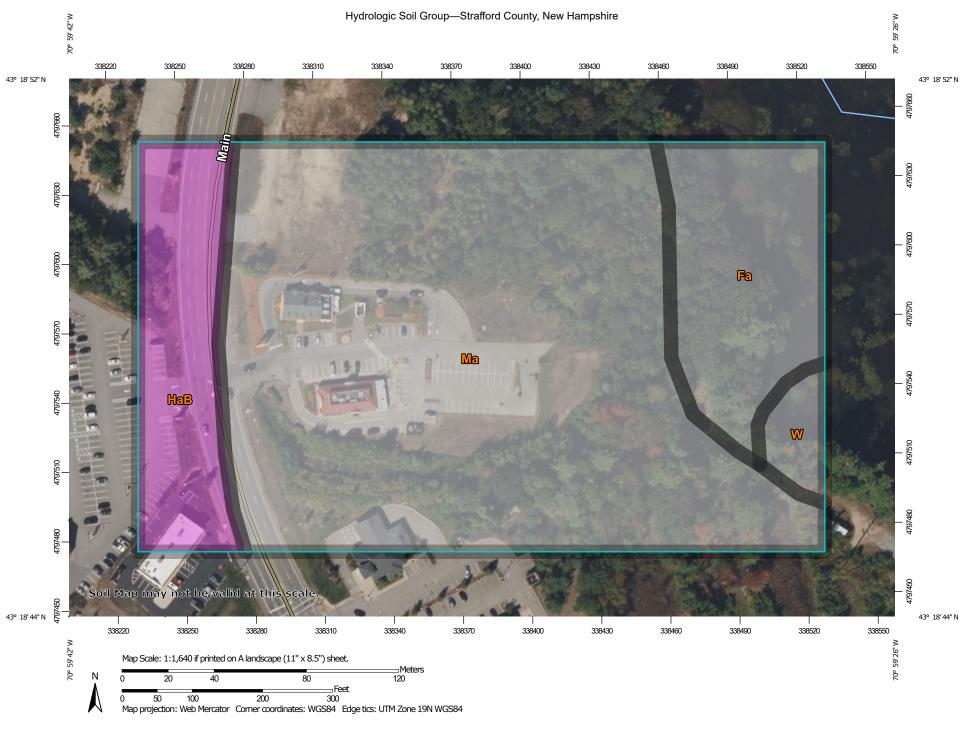
	Metadata for Point
Smoothing	Yes
State	
Location	
Latitude	43.314 degrees North
Longitude	70.994 degrees West
Elevation	70 feet
Date/Time	Tue Dec 05 2023 15:47:02 GMT-0500 (Eastern Standard Time)

#### **Extreme Precipitation Estimates**

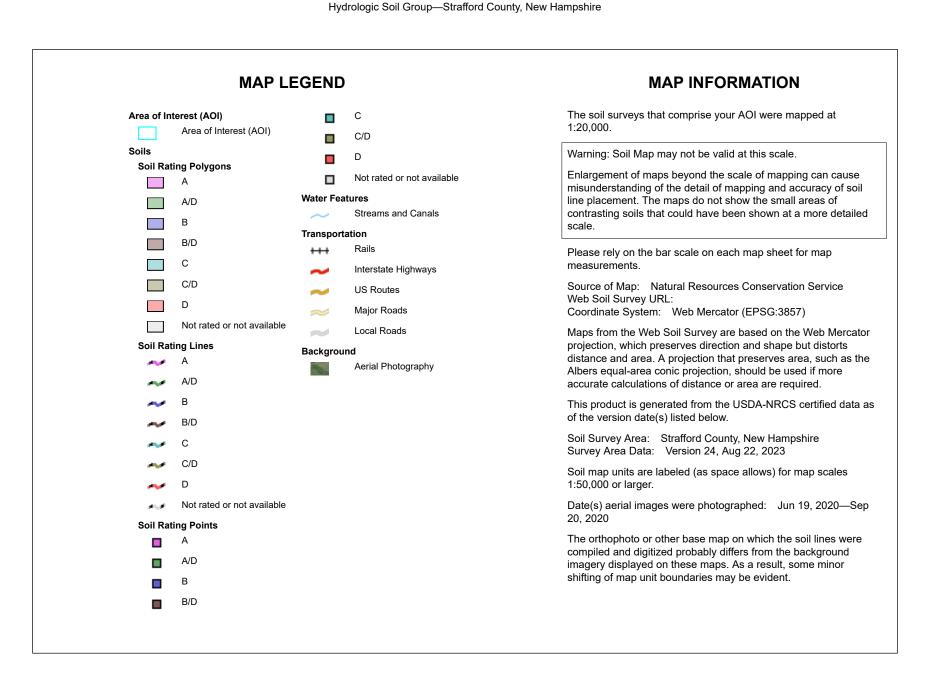
	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr	
1yr	0.26	0.40	0.49	0.65	0.81	1.02	1yr	0.70	0.97	1.19	1.52	1.96	2.54	2.82	1yr
2yr	0.32	0.49	0.61	0.80	1.01	1.28	2yr	0.87	1.16	1.49	1.89	2.40	3.07	3.43	2yr
5yr	0.37	0.57	0.72	0.96	1.23	1.58	5yr	1.06	1.44	1.85	2.36	3.02	3.86	4.37	5yr
10yr	0.41	0.64	0.81	1.10	1.43	1.86	10yr	1.24	1.68	2.18	2.80	3.59	4.60	5.26	10yr
25yr	0.47	0.75	0.95	1.32	1.75	2.30	25yr	1.51	2.08	2.71	3.51	4.52	5.80	6.72	25yr
50yr	0.53	0.85	1.09	1.52	2.04	2.71	50yr	1.76	2.45	3.21	4.17	5.39	6.92	8.10	50yr
100yr	0.60	0.97	1.24	1.76	2.39	3.19	100yr	2.06	2.88	3.80	4.95	6.41	8.25	9.76	100yr
200yr	0.67	1.09	1.41	2.02	2.79	3.76	200yr	2.41	3.39	4.50	5.89	7.64	9.84	11.76	200yr
500yr	0.79	1.30	1.69	2.46	3.44	4.67	500yr	2.97	4.21	5.62	7.39	9.63	12.44	15.06	500yr
-	~		-												
Lowe		nfider	<b>I</b>												
	5min	10min	15min	30min	60min	120min	1	1hr	<b>2hr</b>	3hr	6hr	12hr	24hr	48hr	
1yr	<b>5min</b> 0.23	<b>10min</b> 0.36	<b>15min</b> 0.44	<b>30min</b> 0.59	0.73	0.90	1yr	0.63	0.88	0.92	1.24	1.45	2.01	2.43	1yr
1yr 2yr	<b>5min</b> 0.23 0.31	<b>10min</b> 0.36 0.48	<b>15min</b> 0.44 0.59	<b>30min</b> 0.59 0.80	0.73 0.99	0.90	2yr	0.63 0.85	0.88 1.15	0.92 1.34	1.24 1.80	1.45 2.31	2.01 2.97	2.43 3.32	2yr
1yr	<b>5min</b> 0.23	<b>10min</b> 0.36	<b>15min</b> 0.44	<b>30min</b> 0.59	0.73	0.90 1.17 1.39	·	0.63	0.88	0.92 1.34 1.60	1.24 1.80 2.11	1.45	2.01	2.43 3.32 4.01	<u> </u>
1yr 2yr	<b>5min</b> 0.23 0.31	<b>10min</b> 0.36 0.48	<b>15min</b> 0.44 0.59	<b>30min</b> 0.59 0.80	0.73 0.99	0.90	2yr 5yr 10yr	0.63 0.85	0.88 1.15	0.92 1.34	1.24 1.80	1.45 2.31	2.01 2.97	2.43 3.32	2yr
1yr 2yr 5yr	<b>5min</b> 0.23 0.31 0.35	<b>10min</b> 0.36 0.48 0.54	<b>15min</b> 0.44 0.59 0.67	<b>30min</b> 0.59 0.80 0.92	0.73 0.99 1.16	0.90 1.17 1.39	2yr 5yr	0.63 0.85 1.01	0.88 1.15 1.36	0.92 1.34 1.60	1.24 1.80 2.11	1.45 2.31 2.74	2.01 2.97 3.56	2.43 3.32 4.01	2yr 5yr
1yr 2yr 5yr 10yr	<b>5min</b> 0.23 0.31 0.35 0.38	<b>10min</b> 0.36 0.48 0.54 0.59	<b>15min</b> 0.44 0.59 0.67 0.73	<b>30min</b> 0.59 0.80 0.92 1.02	0.73 0.99 1.16 1.32	0.90 1.17 1.39 1.59	2yr 5yr 10yr	0.63 0.85 1.01 1.14	0.88 1.15 1.36 1.56	0.92 1.34 1.60 1.80	1.24 1.80 2.11 2.39	1.45 2.31 2.74 3.08	2.01 2.97 3.56 4.06	2.43 3.32 4.01 4.62	2yr 5yr 10yr
1yr 2yr 5yr 10yr 25yr	<b>5min</b> 0.23 0.31 0.35 0.38 0.44	<b>10min</b> 0.36 0.48 0.54 0.59 0.67	<b>15min</b> 0.44 0.59 0.67 0.73 0.84	<b>30min</b> 0.59 0.80 0.92 1.02 1.20	0.73 0.99 1.16 1.32 1.57	0.90 1.17 1.39 1.59 1.90	2yr 5yr 10yr 25yr	0.63 0.85 1.01 1.14 1.36	0.88 1.15 1.36 1.56 1.86	0.92 1.34 1.60 1.80 2.11	1.24 1.80 2.11 2.39 2.79	1.452.312.743.083.55	2.01 2.97 3.56 4.06 4.82	2.43 3.32 4.01 4.62 5.56	2yr 5yr 10yr 25yr
1yr 2yr 5yr 10yr 25yr 50yr	5min           0.23           0.31           0.35           0.38           0.44           0.49	10min           0.36           0.48           0.54           0.59           0.67           0.75	<b>15min</b> 0.44 0.59 0.67 0.73 0.84 0.93	<b>30min</b> 0.59 0.80 0.92 1.02 1.20 1.34	0.73 0.99 1.16 1.32 1.57 1.80	0.90 1.17 1.39 1.59 1.90 2.18	2yr 5yr 10yr 25yr 50yr	0.63 0.85 1.01 1.14 1.36 1.55	0.88 1.15 1.36 1.56 1.86 2.13	0.92 1.34 1.60 1.80 2.11 2.37	1.24 1.80 2.11 2.39 2.79 3.14	1.452.312.743.083.553.95	2.01 2.97 3.56 4.06 4.82 5.48	2.43 3.32 4.01 4.62 5.56 6.39	2yr 5yr 10yr 25yr 50yr

#### **Upper Confidence Limits**

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr	
1yr	0.28	0.43	0.53	0.71	0.87	1.07	1yr	0.75	1.04	1.22	1.69	2.12	2.77	3.04	1yr
2yr	0.33	0.50	0.62	0.84	1.03	1.24	2yr	0.89	1.21	1.44	1.92	2.51	3.19	3.56	2yr
5yr	0.39	0.60	0.75	1.02	1.30	1.57	5yr	1.13	1.53	1.83	2.45	3.15	4.17	4.73	5yr
10yr	0.46	0.70	0.87	1.21	1.57	1.89	10yr	1.35	1.85	2.20	2.99	3.80	5.14	5.88	10yr
25yr	0.56	0.85	1.06	1.51	1.99	2.42	25yr	1.72	2.37	2.83	3.88	4.90	6.81	7.85	25yr
													~ • •		



USDA Natural Resources





# Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Fa	Fresh water marsh		1.9	14.8%
НаВ	Hinckley loamy sand, 3 to 8 percent slopes	A	1.7	12.9%
Ма	Made land		9.2	69.9%
W	Water		0.3	2.4%
Totals for Area of Interest			13.1	100.0%

# Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

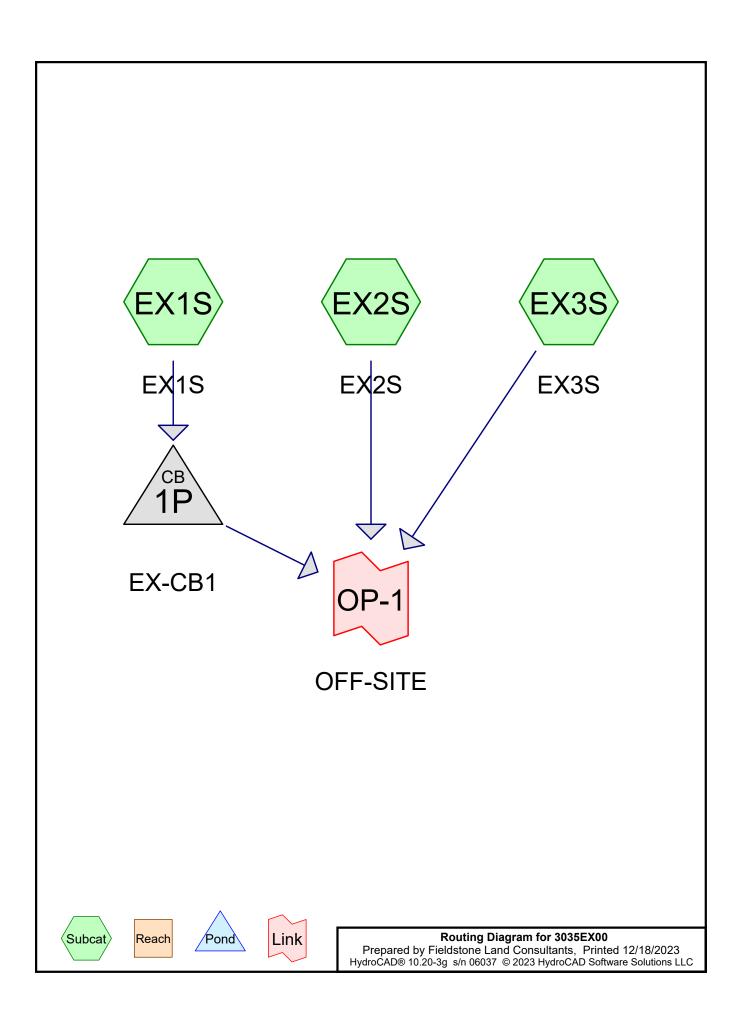
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

# **Rating Options**

Aggregation Method: Dominant Condition Component Percent Cutoff: None Specified Tie-break Rule: Higher



# Section 1.0: Pre-Developed Conditions



### **EXISTING CONDITIONS**

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# Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.892	39	>75% Grass cover, Good HSG A (EX1S, EX2S, EX3S)
0.002	76	Gravel roads HSG A (EX2S)
1.271	98	Paved parking HSG A (EX1S, EX2S)
0.148	98	Roofs HSG A (EX1S)
0.847	30	Woods, Good HSG A (EX1S, EX2S, EX3S)
0.021	77	Woods, Good HSG D (EX3S)
3.181	63	TOTAL AREA

# 3035EX00

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# Soil Listing (selected nodes)

Area	Soil	Subcatchment
(acres)	Group	Numbers
3.160	HSG A	EX1S, EX2S, EX3S
0.000	HSG B	
0.000	HSG C	
0.021	HSG D	EX3S
0.000	Other	
3.181		TOTAL AREA

3035EX00	Type III 24-hr 2-YR Rainfall=3.07"
Prepared by Fieldstone Land Consultants	Printed 12/18/2023
HydroCAD® 10.20-3g s/n 06037 © 2023 HydroC	CAD Software Solutions LLC Page 4
Runoff by SCS TR-2	2.00 hrs, dt=0.01 hrs, 7201 points 20 method, UH=SCS, Weighted-CN method - Pond routing by Stor-Ind method
Subcatchment EX1S: EX1S Flow Length=211'	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=1.43" Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=1.80 cfs 0.128 af
Subcatchment EX2S: EX2S Flow Length=351'	Runoff Area=66,014 sf 41.69% Impervious Runoff Depth=0.43" Slope=0.0714 '/' Tc=8.5 min CN=62 Runoff=0.43 cfs 0.054 af
Subcatchment EX3S: EX3S Flow Length=174'	Runoff Area=25,827 sf 0.00% Impervious Runoff Depth=0.00" Slope=0.1830 '/' Tc=6.7 min CN=32 Runoff=0.00 cfs 0.000 af
Pond 1P: EX-CB1 18.0" Round	Peak Elev=222.63' Inflow=1.80 cfs 0.128 af Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=1.80 cfs 0.128 af
Link OP-1: OFF-SITE	Inflow=2.12 cfs 0.182 af Primary=2.12 cfs 0.182 af
Total Runoff Area = 3.181 ac	c Runoff Volume = 0.182 af Average Runoff Depth = 0.69'

Total Runoff Area = 3.181 acRunoff Volume = 0.182 afAverage Runoff Depth = 0.69"55.40% Pervious = 1.762 ac44.60% Impervious = 1.419 ac

	EXISTING CONDITIONS
3035EX00	Type III 24-hr 10-YR Rainfall=4.60"
Prepared by Fieldstone Land Consultants	Printed 12/18/2023
HydroCAD® 10.20-3g s/n 06037 © 2023 Hydro	CAD Software Solutions LLC Page 5
	$\frac{1}{2}$
	2.00 hrs, dt=0.01 hrs, 7201 points 20 method, UH=SCS, Weighted-CN
	method - Pond routing by Stor-Ind method
Reach fouling by Stol-Ind I	
Subcatchment EX1S: EX1S	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=2.72"
	Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=3.43 cfs 0.244 af
C C	
Subcatchment EX2S: EX2S	Runoff Area=66,014 sf 41.69% Impervious Runoff Depth=1.20"
Flow Length=351'	Slope=0.0714 '/' Tc=8.5 min CN=62 Runoff=1.74 cfs 0.151 af
Subcatchment EX3S: EX3S	Runoff Area=25,827 sf 0.00% Impervious Runoff Depth=0.01"
Flow Length=174	Slope=0.1830 '/' Tc=6.7 min CN=32 Runoff=0.00 cfs 0.000 af
Pond 1P: EX-CB1	Peak Elev=222.94' Inflow=3.43 cfs 0.244 af
	Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=3.43 cfs 0.244 af
Link OP-1: OFF-SITE	Inflow=5.01 cfs_0.395 af
	Primary=5.01 cfs 0.395 af
l otal Runoff Area = 3.181 ad	c Runoff Volume = 0.395 af Average Runoff Depth = 1.49'

Total Runoff Area = 3.181 acRunoff Volume = 0.395 afAverage Runoff Depth = 1.49"55.40% Pervious = 1.762 ac44.60% Impervious = 1.419 ac

Runoff by SCS TR-	
Subcatchment EX1S: EX1S Flow Length=211'	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=3.80" Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=4.75 cfs 0.340 af
Subcatchment EX2S: EX2S Flow Length=351'	Runoff Area=66,014 sf 41.69% Impervious Runoff Depth=1.95" Slope=0.0714 '/' Tc=8.5 min CN=62 Runoff=3.03 cfs 0.247 af
Subcatchment EX3S: EX3S Flow Length=174'	Runoff Area=25,827 sf 0.00% Impervious Runoff Depth=0.11" Slope=0.1830 '/' Tc=6.7 min CN=32 Runoff=0.01 cfs 0.005 af
Pond 1P: EX-CB1 18.0" Round	Peak Elev=223.18' Inflow=4.75 cfs 0.340 af Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=4.75 cfs 0.340 af
Link OP-1: OFF-SITE	Inflow=7.58 cfs 0.592 af Primary=7.58 cfs 0.592 af
Total Runoff Area = 3,181 ad	Runoff Volume = 0.592 af Average Runoff Depth = 2.23

Total Runoff Area = 3.181 acRunoff Volume = 0.592 afAverage Runoff Depth = 2.23"55.40% Pervious = 1.762 ac44.60% Impervious = 1.419 ac

# Section 1.1: Pre-Developed Conditions 25-year Storm – Full Summary

# Summary for Subcatchment EX1S: EX1S

CarlsonPlanXYPos[0.0000]0.0000]

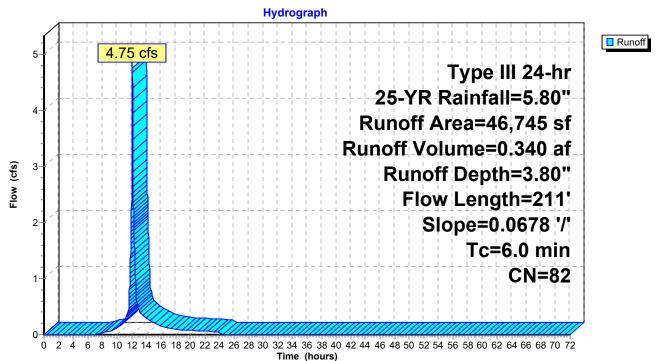
Runoff = 4.75 cfs @ 12.09 hrs, Volume= Routed to Pond 1P : EX-CB1 0.340 af, Depth= 3.80"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

	Area (sf)	CN [	Description					
	27,840	98 F	Paved park	ing HSG A				
	5,770	39 >	75% Gras	s cover, Go	ood HSG A			
	613	30 V	Voods, Go	od HSG A				
	6,453	98 F	Roofs HSG	А				
	6,069	39 >	•75% Gras	s cover, Go	ood HSG A			
	46,745	82 V	Veighted A	verage				
	12,453	2	26.64% Pervious Area					
	34,292	7	'3.36% Imp	ervious Ar	ea			
To	c Length	Slope	Velocity	Capacity	Description			
(min)	) (feet)	(ft/ft)	(ft/sec)	(cfs)				
3.3	8 211	0.0678	1.07		Lag/CN Method,			
3.3	3 211	Total.	ncreased t	o minimum	Tc = 6.0 min			

#### 211 I otal, increased to minimum Ic = 6.0 min

# Subcatchment EX1S: EX1S



# Summary for Subcatchment EX2S: EX2S

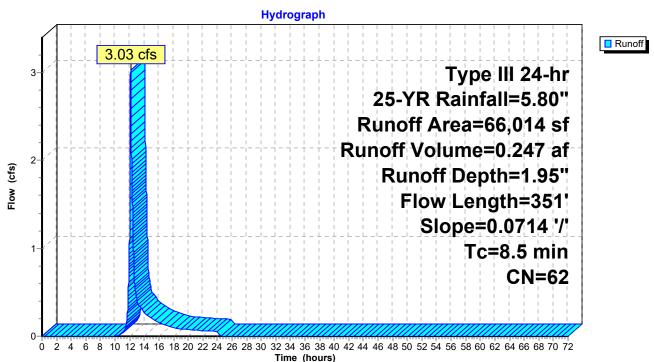
CarlsonPlanXYPos[0.0000]0.0000]

Runoff = 3.03 cfs @ 12.13 hrs, Volume= Routed to Link OP-1 : OFF-SITE 0.247 af, Depth= 1.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

Α	rea (sf)	CN I	Description			
	27,519	98	Paved park	ing HSG A		
	75	76	Gravel road	s HSG A		
	12,932	30	Noods, Go	od HSG A		
	1,988	39 :	>75% Gras	s cover, Go	ood HSG A	
	23,499	39 :	>75% Gras	s cover, Go	ood HSG A	
	66,014	62	Neighted A	verage		
	38,495	!	58.31% Pervious Area			
	27,519	4	41.69% Imp	ervious Ar	ea	
Тс	Length	Slope	Velocity	Capacity	Description	
(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)		
8.5	351	0.0714	0.69		Lag/CN Method,	

# Subcatchment EX2S: EX2S



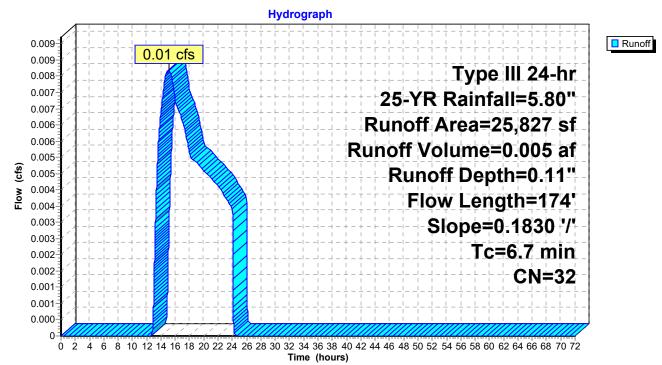
CarlsonPlanXYPos|0.0000|0.0000|

Runoff 0.01 cfs @ 15.06 hrs, Volume= = Routed to Link OP-1 : OFF-SITE

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

A	rea (sf)	CN	Description		
	23,371	30	Woods, Go	od HSG A	
	916	77	Woods, Go	od HSG D	
	1,541	39 :	>75% Gras	s cover, Go	ood HSG A
	25,827	32	Weighted A	verage	
	25,827		100.00% Pe	ervious Are	ea
Tc	Length	Slope	Velocity	Capacity	Description
(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	
6.7	174	0.1830	0.43		Lag/CN Method,
					-

### Subcatchment EX3S: EX3S



0.005 af, Depth= 0.11"

# Summary for Pond 1P: EX-CB1

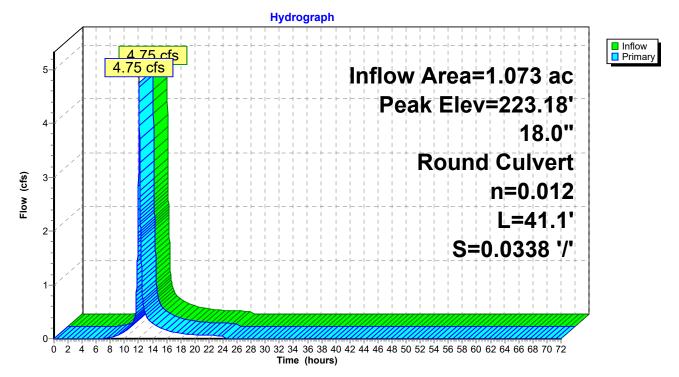
[57] Hint: Peaked at 223.18' (Flood elevation advised)

Inflow Are	a =	1.073 ac, 73.36% Impervious, Inflow Depth = 3.80" for 25-YR event	
Inflow	=	4.75 cfs @ 12.09 hrs, Volume= 0.340 af	
Outflow	=	4.75 cfs @ 12.09 hrs, Volume= 0.340 af, Atten= 0%, Lag= 0.0	min
Primary	=	4.75 cfs @ 12.09 hrs, Volume= 0.340 af	
Routed	to Link	)P-1 : OFF-SITE	

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 223.18' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
	Primary		<b>18.0" Round Culvert</b> L= 41.1' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 221.93' / 220.54' S= 0.0338 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=4.74 cfs @ 12.09 hrs HW=223.18' (Free Discharge) —1=Culvert (Inlet Controls 4.74 cfs @ 3.01 fps)



Pond 1P: EX-CB1

# Summary for Link OP-1: OFF-SITE

Inflow Area	a =	3.181 ac, 44.60% Impervious, Inflow Depth = 2.23" for 25-YR event
Inflow	=	7.58 cfs @ 12.10 hrs, Volume= 0.592 af
Primary	=	7.58 cfs @ 12.10 hrs, Volume= 0.592 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs

Flow (cfs)

2

1

0-

# Hydrograph T 58 cfs T,58 cfs Hydrograph Inflow Area=3.181 ac

0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 Time (hours)

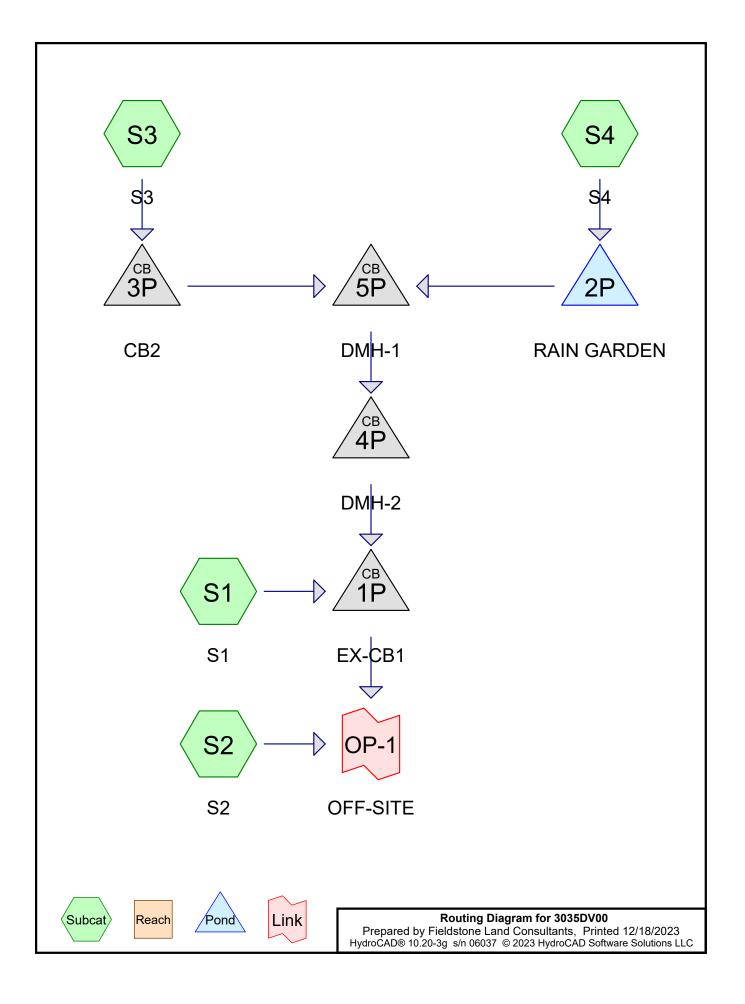
Link OP-1: OFF-SITE

Type III 24-hr 25-YR Rainfall=5.80" Printed 12/18/2023

**EXISTING CONDITIONS** 

Page 5

# Section 2.0: Post-Developed Conditions



### DEVELOPED CONDITIONS

Printed 12/18/2023 Page 2

# Area Listing (selected nodes)

Area	CN	Description
(acres)		(subcatchment-numbers)
1.127	39	>75% Grass cover, Good HSG A (S1, S2, S3, S4)
0.002	76	Gravel roads HSG A (S2)
0.888	98	Paved parking HSG A (S1, S3)
0.649	98	Roofs HSG A (S1, S4)
0.496	30	Woods, Good HSG A (S1, S2, S3, S4)
0.021	77	Woods, Good HSG D (S2)
3.181	66	TOTAL AREA

### DEVELOPED CONDITIONS

# 3035DV00

 Prepared by Fieldstone Land Consultants
 P

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 P

Printed 12/18/2023 Page 3

# Soil Listing (selected nodes)

Area (acres)	Soil Group	Subcatchment Numbers
3.160	HSG A	S1, S2, S3, S4
0.000	HSG B	
0.000	HSG C	
0.021	HSG D	S2
0.000	Other	
3.181		TOTAL AREA

<b>3035DV00</b> Prepared by Fieldstone HydroCAD® 10.20-3g_s/n 0	DEVELOPED CONDITIONS <i>Type III 24-hr 2-YR Rainfall=3.07"</i> Land Consultants Printed 12/18/2023 6037 © 2023 HydroCAD Software Solutions LLC Page 4
	Time span=0.00-72.00 hrs, dt=0.01 hrs, 7201 points Runoff by SCS TR-20 method, UH=SCS, Weighted-CN outing by Stor-Ind method - Pond routing by Stor-Ind method
SubcatchmentS1:S1	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=1.43" Flow Length=211' Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=1.80 cfs 0.128 af
SubcatchmentS2: S2	Runoff Area=31,422 sf 0.00% Impervious Runoff Depth=0.00" Flow Length=130' Slope=0.1392 '/' Tc=6.0 min CN=35 Runoff=0.00 cfs 0.000 af
Subcatchment S3: S3	Runoff Area=22,248 sf 48.66% Impervious Runoff Depth=0.66" Flow Length=243' Slope=0.0330 '/' Tc=8.0 min CN=68 Runoff=0.31 cfs 0.028 af
SubcatchmentS4:S4	Runoff Area=38,170 sf 57.11% Impervious Runoff Depth=0.85" Flow Length=288' Slope=0.1020 '/' Tc=6.0 min CN=72 Runoff=0.80 cfs 0.062 af
Pond 1P: EX-CB1	Peak Elev=222.71' Inflow=2.19 cfs 0.211 af 18.0" Round Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=2.19 cfs 0.211 af
Pond 2P: RAIN GARDEN	Peak Elev=224.47' Storage=554 cf Inflow=0.80 cfs 0.062 af Outflow=0.48 cfs 0.055 af
Pond 3P: CB2	Peak Elev=223.48' Inflow=0.31 cfs 0.028 af 12.0" Round Culvert n=0.012 L=71.4' S=0.0050 '/' Outflow=0.31 cfs 0.028 af
Pond 4P: DMH-2	Peak Elev=221.99' Inflow=0.72 cfs 0.083 af 15.0" Round Culvert n=0.012 L=19.2' S=0.0052 '/' Outflow=0.72 cfs 0.083 af
Pond 5P: DMH-1	Peak Elev=223.12' Inflow=0.72 cfs 0.083 af 15.0" Round Culvert n=0.012 L=195.7' S=0.0050 '/' Outflow=0.72 cfs 0.083 af
Link OP-1: OFF-SITE	Inflow=2.19 cfs 0.211 af Primary=2.19 cfs 0.211 af
- /	

Total Runoff Area = 3.181 acRunoff Volume = 0.219 afAverage Runoff Depth = 0.82"51.71% Pervious = 1.645 ac48.29% Impervious = 1.536 ac

20250\/00	DEVELOPED CONDITIONS
<b>3035DV00</b> Prepared by Fieldstone	Type III 24-hr 10-YR Rainfall=4.60"Land ConsultantsPrinted 12/18/2023
	6037 © 2023 HydroCAD Software Solutions LLC Page 5
r	Time span=0.00-72.00 hrs, dt=0.01 hrs, 7201 points
	Runoff by SCS TR-20 method, UH=SCS, Weighted-CN outing by Stor-Ind method - Pond routing by Stor-Ind method
SubcatchmentS1:S1	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=2.72"
	Flow Length=211' Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=3.43 cfs 0.244 af
SubcatchmentS2: S2	Runoff Area=31,422 sf 0.00% Impervious Runoff Depth=0.04"
	Flow Length=130' Slope=0.1392 '/' Tc=6.0 min CN=35 Runoff=0.00 cfs 0.002 af
Subcatchment S3: S3	Runoff Area=22,248 sf 48.66% Impervious Runoff Depth=1.60"
	Flow Length=243' Slope=0.0330 '/' Tc=8.0 min CN=68 Runoff=0.86 cfs 0.068 af
Subcatchment S4: S4	Runoff Area=38,170 sf 57.11% Impervious Runoff Depth=1.89" Flow Length=288' Slope=0.1020 '/' Tc=6.0 min CN=72 Runoff=1.92 cfs 0.138 af
Pond 1P: EX-CB1	Peak Elev=223.27' Inflow=5.16 cfs 0.443 af
	18.0" Round Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=5.16 cfs 0.443 af
Pond 2P: RAIN GARDEN	Peak Elev=225.41' Storage=1,085 cf Inflow=1.92 cfs 0.138 af
	Outflow=1.09 cfs 0.131 af
Pond 3P: CB2	Peak Elev=223.71' Inflow=0.86 cfs 0.068 af
	12.0" Round Culvert n=0.012 L=71.4' S=0.0050 '/' Outflow=0.86 cfs 0.068 af
Pond 4P: DMH-2	Peak Elev=222.35' Inflow=1.87 cfs 0.199 af 15.0" Round Culvert n=0.012 L=19.2' S=0.0052 '/' Outflow=1.87 cfs 0.199 af
Pond 5P: DMH-1	Peak Elev=223.44' Inflow=1.87 cfs 0.199 af
	15.0" Round Culvert n=0.012 L=195.7' S=0.0050 '/' Outflow=1.87 cfs 0.199 af
Link OP-1: OFF-SITE	Inflow=5.16 cfs 0.445 af
	Primary=5.16 cfs 0.445 af

Total Runoff Area = 3.181 acRunoff Volume = 0.452 afAverage Runoff Depth = 1.71"51.71% Pervious = 1.645 ac48.29% Impervious = 1.536 ac

	DEVELOPED CONDITIONS
3035DV00	Type III 24-hr 25-YR Rainfall=5.80" Itants Printed 12/18/2023
Prepared by Fieldstone Land Consul HydroCAD® 10.20-3g s/n 06037 © 2023 F	
	0.00-72.00 hrs, dt=0.01 hrs, 7201 points
	S TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor	-Ind method - Pond routing by Stor-Ind method
SubcatchmentS1: S1	Runoff Area=46,745 sf 73.36% Impervious Runoff Depth=3.80"
Flow Length	=211' Slope=0.0678 '/' Tc=6.0 min CN=82 Runoff=4.75 cfs 0.340 af
Subcatchment S2: S2	Runoff Area=31,422 sf 0.00% Impervious Runoff Depth=0.21"
Flow Length	
Subcatchment S3: S3 Flow Length	Runoff Area=22,248 sf 48.66% Impervious Runoff Depth=2.47" =243' Slope=0.0330 '/' Tc=8.0 min CN=68 Runoff=1.36 cfs 0.105 af
How Longui	
SubcatchmentS4: S4	Runoff Area=38,170 sf 57.11% Impervious Runoff Depth=2.83"
Flow Length-	=288' Slope=0.1020 '/' Tc=6.0 min CN=72 Runoff=2.90 cfs 0.207 af
Pond 1P: EX-CB1	Peak Elev=223.85' Inflow=7.25 cfs 0.644 af
18.0" R	cound Culvert n=0.012 L=41.1' S=0.0338 '/' Outflow=7.25 cfs 0.644 af
Pond 2P: RAIN GARDEN	Peak Elev=226.44' Storage=1,664 cf Inflow=2.90 cfs 0.207 af
Folid 2F. RAIN GARDEN	Outflow=1.45 cfs 0.199 af
Pond 3P: CB2	Peak Elev=223.89' Inflow=1.36 cfs 0.105 af ound Culvert n=0.012 L=71.4' S=0.0050 '/' Outflow=1.36 cfs 0.105 af
12.0 1	Outild Guivent II-0.012 E-71.4 3-0.0030 7 Outildw-1.30 GS 0.103 al
Pond 4P: DMH-2	Peak Elev=222.56' Inflow=2.68 cfs 0.304 af
15.0" R	Cound Culvert n=0.012 L=19.2' S=0.0052 '/' Outflow=2.68 cfs 0.304 af
Pond 5P: DMH-1	Peak Elev=223.63' Inflow=2.68 cfs 0.304 af
	ound Culvert n=0.012 L=195.7' S=0.0050 '/' Outflow=2.68 cfs 0.304 af
Link OP-1: OFF-SITE	Inflow=7.25 cfs_0.657 af
	Primary=7.25 cfs 0.657 af

Total Runoff Area = 3.181 acRunoff Volume = 0.665 afAverage Runoff Depth = 2.51"51.71% Pervious = 1.645 ac48.29% Impervious = 1.536 ac

# Section 2.1: Post-Developed Conditions 25-year Storm – Full Summary

CarlsonPlanXYPos|0.0000|0.0000|

Runoff 4.75 cfs @ 12.09 hrs, Volume= = Routed to Pond 1P : EX-CB1

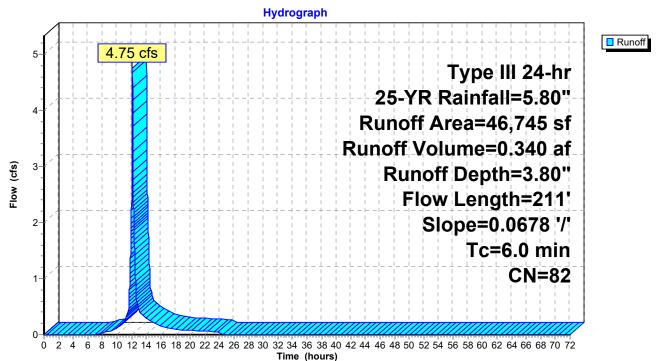
0.340 af, Depth= 3.80"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

_	A	rea (sf)	CN Description							
		27,840	98 I	98 Paved parking HSG A						
		5,770	39 >	>75% Gras	s cover, Go	ood HSG A				
		574	30 \	Noods, Go	od HSG A					
		6,453	98 I	Roofs HSG	А					
_		6,109	39 >	>75% Gras	s cover, Go	ood HSG A				
		46,745	82 V	82 Weighted Average						
		12,453								
		34,292	7	73.36% Imp	pervious Are	ea				
	Тс	Length	Slope	Velocity	Capacity	Description				
_	(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)					
_	3.3	211	0.0678	1.07		Lag/CN Method,				
	33	211	Total. Increased to minimum $T_c = 6.0 min$							

increased to minimum Tc 3.3

# Subcatchment S1: S1



# Summary for Subcatchment S2: S2

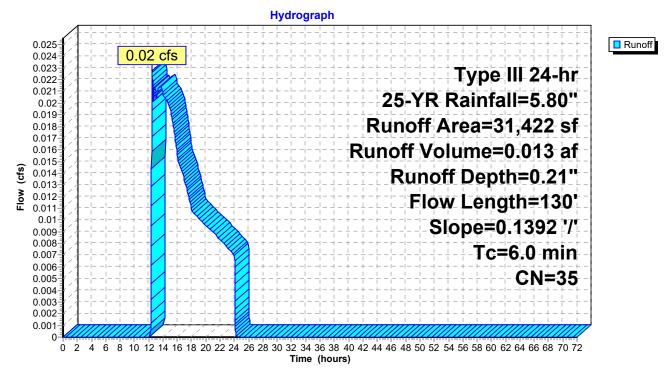
CarlsonPlanXYPos|0.0000|0.0000|

Runoff = 0.02 cfs @ 12.50 hrs, Volume= Routed to Link OP-1 : OFF-SITE 0.013 af, Depth= 0.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

A	rea (sf)	CN [	N Description				
	916	77 \	Noods, Go	od HSG D			
	75	76 (	Gravel roads HSG A				
	16,713	30 \	Woods, Good HSG A				
	13,718	39 >	>75% Gras	s cover, Go	ood HSG A		
	31,422	35 \	Neighted A	verage			
	31,422	-	100.00% Pe	ervious Are	а		
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description		
5.6	130	0.1392	0.39		Lag/CN Method,		
5.6	130	Total,	Increased t	o minimum	Tc = 6.0 min		

# Subcatchment S2: S2



# Summary for Subcatchment S3: S3

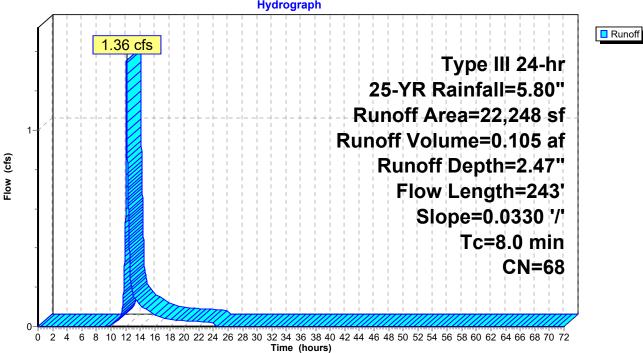
CarlsonPlanXYPos|0.0000|0.0000|

Runoff 1.36 cfs @ 12.12 hrs, Volume= = Routed to Pond 3P : CB2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

A	rea (sf)	CN	Description			
	336	30	Woods, Go	od HSG A		
	10,825	98	Paved park	ing HSG A		
	1,315	39	>75% Gras	s cover, Go	ood HSG A	
	9,772	39	>75% Gras	s cover, Go	ood HSG A	
	22,248	68	Weighted A	verage		
	11,423		51.34% Pervious Area			
	10,825		48.66% Imp	pervious Ar	ea	
Тс	Length	Slope		Capacity	Description	
<u>(min)</u>	(feet)	(ft/ft)	(ft/sec)	(cfs)		
8.0	243	0.0330	0.51		Lag/CN Method,	

Subcatchment S3: S3



0.105 af, Depth= 2.47"

Hydrograph

# Summary for Subcatchment S4: S4

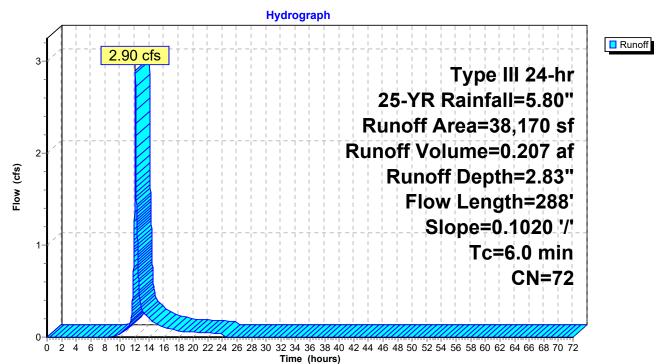
CarlsonPlanXYPos[0.0000]0.0000]

Runoff = 2.90 cfs @ 12.09 hrs, Volume= Routed to Pond 2P : RAIN GARDEN 0.207 af, Depth= 2.83"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Type III 24-hr 25-YR Rainfall=5.80"

	A	rea (sf)	CN [	CN Description				
		21,800	98 F	Roofs HSG	Α			
		3,971	30 V	Voods, Go	od HSG A			
		12,399	39 >					
		38,170	72 V	Veighted A	verage			
		16,370	4	2.89% Per	vious Area			
		21,800	5	57.11% Imp	ervious Ar	ea		
	Тс	Length	Slope	Velocity	Capacity	Description		
(n	nin)	(feet)	(ft/ft)	(ft/sec)	(cfs)			
	4.6	288	0.1020	1.03		Lag/CN Method,		
	4.6	288	Total, I	ncreased t	o minimum	Tc = 6.0 min		

### Subcatchment S4: S4



# Summary for Pond 1P: EX-CB1

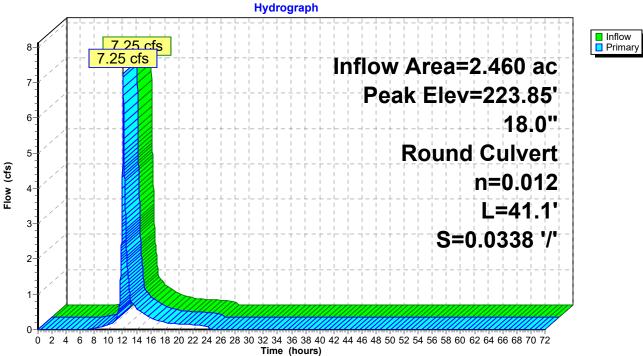
[81] Warning: Exceeded Pond 4P by 1.33' @ 12.09 hrs

2.460 ac, 62.44% Impervious, Inflow Depth = 3.14" for 25-YR event Inflow Area = Inflow = 7.25 cfs @ 12.10 hrs, Volume= 0.644 af 7.25 cfs @ 12.10 hrs, Volume= Outflow = 0.644 af, Atten= 0%, Lag= 0.0 min 7.25 cfs @ 12.10 hrs, Volume= Primarv = 0.644 af Routed to Link OP-1 : OFF-SITE

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 223.85' @ 12.10 hrs Flood Elev= 224.94'

Device	Routing	Invert	Outlet Devices
#1	Primary	221.93'	<b>18.0" Round Culvert</b> L= 41.1' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 221.93' / 220.54' S= 0.0338 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=7.24 cfs @ 12.10 hrs HW=223.84' (Free Discharge) -1=Culvert (Inlet Controls 7.24 cfs @ 4.10 fps)



# Pond 1P: EX-CB1

DEVELOPED CONDITIONS

3035DV00 Type III 24-hr 25-YR Rainfall=5.80" Prepared by Fieldstone Land Consultants HydroCAD® 10.20-3g s/n 06037 © 2023 HydroCAD Software Solutions LLC

#### Summary for Pond 2P: RAIN GARDEN

**DEVELOPED CONDITIONS** 

Printed 12/18/2023

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0.876 ac, 57.11% Impervious, Inflow Depth = 2.83" for 25-YR event Inflow Area = Inflow 2.90 cfs @ 12.09 hrs, Volume= 0.207 af = 1.45 cfs @ 12.26 hrs, Volume= 0.199 af, Atten= 50%, Lag= 10.0 min Outflow = Primary = 1.45 cfs @ 12.26 hrs, Volume= 0.199 af Routed to Pond 5P : DMH-1

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 226.44' @ 12.26 hrs Surf.Area= 1,406 sf Storage= 1,664 cf Flood Elev= 226.75' Surf.Area= 2,661 sf Storage= 1,992 cf

Plug-Flow detention time= 42.6 min calculated for 0.199 af (96% of inflow) Center-of-Mass det. time= 22.4 min (857.6 - 835.2)

Volume	Invert	Avai	I.Storage	Storage Description	on			
#1	226.50'		628 cf	ABOVE GROUND	STORAGE (Irre	gular)Listed below (R	ecalc)	
#2	223.50'		1,681 cf	Filter Media (Irreg	gular)Listed belov	w (Recalc)	,	
				4,218 cf Overall -	16 cf Embedded :	= 4,202 cf x 40.0% Vo	oids	
#3	224.08'		16 cf	6.0" Round Pipe	Storage Inside #	2		
				L= 79.4'				
			2,325 cf	Total Available St	orage			
-	~		<b>.</b> .					
Elevation	Su	Irf.Area	Perim.	Inc.Store	Cum.Store	Wet.Area		
(feet)		(sq-ft)	(feet)	(cubic-feet)	(cubic-feet)	(sq-ft)		
226.50		1,111	188.3	0	0	1,111		
227.00		1,407	206.5	628	628	1,691		
Elevation	Su	ırf.Area	Perim.	Inc.Store	Cum.Store	Wet.Area		
(feet)		(sq-ft)	(feet)	(cubic-feet)	(cubic-feet)	(sq-ft)		
223.50		1,406	206.5	0	0	1,406		
226.50		1,406	206.5	4,218	4,218	2,026		
Device R	Routing	In	vert Outle	et Devices				
	Primary	224	.08' 12.0	" Round Culvert				
			L= 2	42.0' CPP, projec	ting, no headwall,	Ke= 0.900		
						= 0.0050 '/' Cc= 0.90	0	
						r, Flow Area= 0.79 sf		
#2 D	evice 1	223				ited to weir flow at low		
Primary O	utFlow M	ax=1.45	cfs @ 12.2	26 hrs HW=226.44	(Free Discharge	e)		
	<b>1=Culvert</b> (Passes 1.45 cfs of 3.49 cfs potential flow)							

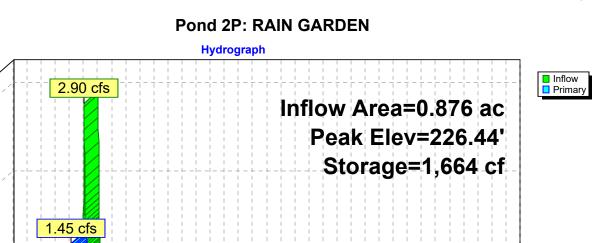
**Culvert** (Passes 1.45 cfs of 3.49 cfs potential flow) **2=Orifice/Grate** (Orifice Controls 1.45 cfs @ 7.40 fps) 3

2

1

0

Flow (cfs)



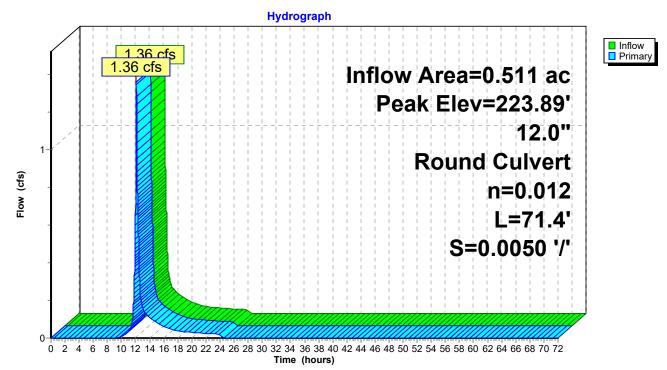
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 Time (hours)

DEVELOPED CONDITIONS 3035DV00 Type III 24-hr 25-YR Rainfall=5.80" Prepared by Fieldstone Land Consultants Printed 12/18/2023 HydroCAD® 10.20-3g s/n 06037 © 2023 HydroCAD Software Solutions LLC Page 8 Summary for Pond 3P: CB2 Inflow Area = 0.511 ac, 48.66% Impervious, Inflow Depth = 2.47" for 25-YR event Inflow 1.36 cfs @ 12.12 hrs, Volume= = 0.105 af 1.36 cfs @ 12.12 hrs, Volume= Outflow 0.105 af, Atten= 0%, Lag= 0.0 min = 1.36 cfs @ 12.12 hrs, Volume= Primary = 0.105 af Routed to Pond 5P : DMH-1

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 223.89' @ 12.12 hrs Flood Elev= 225.50'

Device	Routing	Invert	Outlet Devices
#1	Primary	223.16'	<b>12.0" Round Culvert</b> L= 71.4' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 223.16' / 222.80' S= 0.0050 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 0.79 sf

**Primary OutFlow** Max=1.36 cfs @ 12.12 hrs HW=223.89' (Free Discharge) **1=Culvert** (Barrel Controls 1.36 cfs @ 3.08 fps)



Pond 3P: CB2

### Summary for Pond 4P: DMH-2

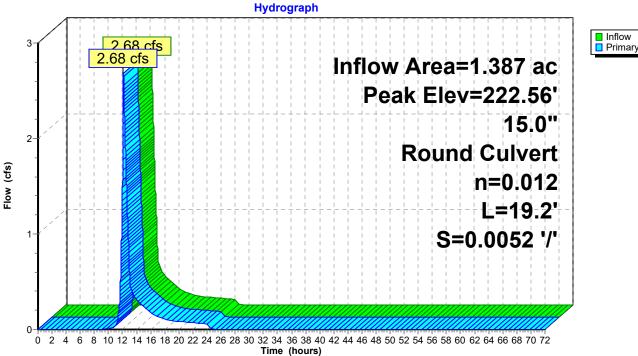
[79] Warning: Submerged Pond 5P Primary device # 1 OUTLET by 0.87'

1.387 ac, 54.00% Impervious, Inflow Depth = 2.63" for 25-YR event Inflow Area = 2.68 cfs @ 12.13 hrs, Volume= Inflow = 0.304 af 2.68 cfs @ 12.13 hrs, Volume= 0.304 af, Atten= 0%, Lag= 0.0 min Outflow = 2.68 cfs @ 12.13 hrs, Volume= Primarv = 0.304 af Routed to Pond 1P : EX-CB1

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 222.56' @ 12.13 hrs Flood Elev= 225.50'

Device	Routing	Invert	Outlet Devices
#1	Primary	221.50'	<b>15.0" Round Culvert</b> L= 19.2' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 221.50' / 221.40' S= 0.0052 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=2.68 cfs @ 12.13 hrs HW=222.56' (Free Discharge) -1=Culvert (Barrel Controls 2.68 cfs @ 3.25 fps)



# Pond 4P: DMH-2

### Summary for Pond 5P: DMH-1

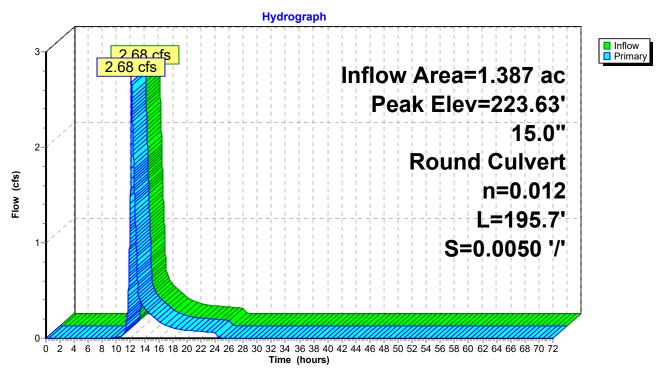
[79] Warning: Submerged Pond 2P Primary device # 1 OUTLET by 0.76' [79] Warning: Submerged Pond 3P Primary device # 1 INLET by 0.47'

1.387 ac, 54.00% Impervious, Inflow Depth = 2.63" for 25-YR event Inflow Area = 2.68 cfs @ 12.13 hrs, Volume= Inflow = 0.304 af 2.68 cfs @ 12.13 hrs, Volume= Outflow = 0.304 af, Atten= 0%, Lag= 0.0 min Primary 2.68 cfs @ 12.13 hrs, Volume= = 0.304 af Routed to Pond 4P : DMH-2

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs Peak Elev= 223.63' @ 12.13 hrs Flood Elev= 226.20'

Device	Routing	Invert	Outlet Devices
#1	Primary	222.67'	<b>15.0" Round Culvert</b> L= 195.7' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 222.67' / 221.69' S= 0.0050 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=2.68 cfs @ 12.13 hrs HW=223.63' (Free Discharge) -1=Culvert (Inlet Controls 2.68 cfs @ 2.64 fps)



# Pond 5P: DMH-1

Printed 12/18/2023

DEVELOPED CONDITIONS

# Summary for Link OP-1: OFF-SITE

DEVELOPED CONDITIONS

Printed 12/18/2023

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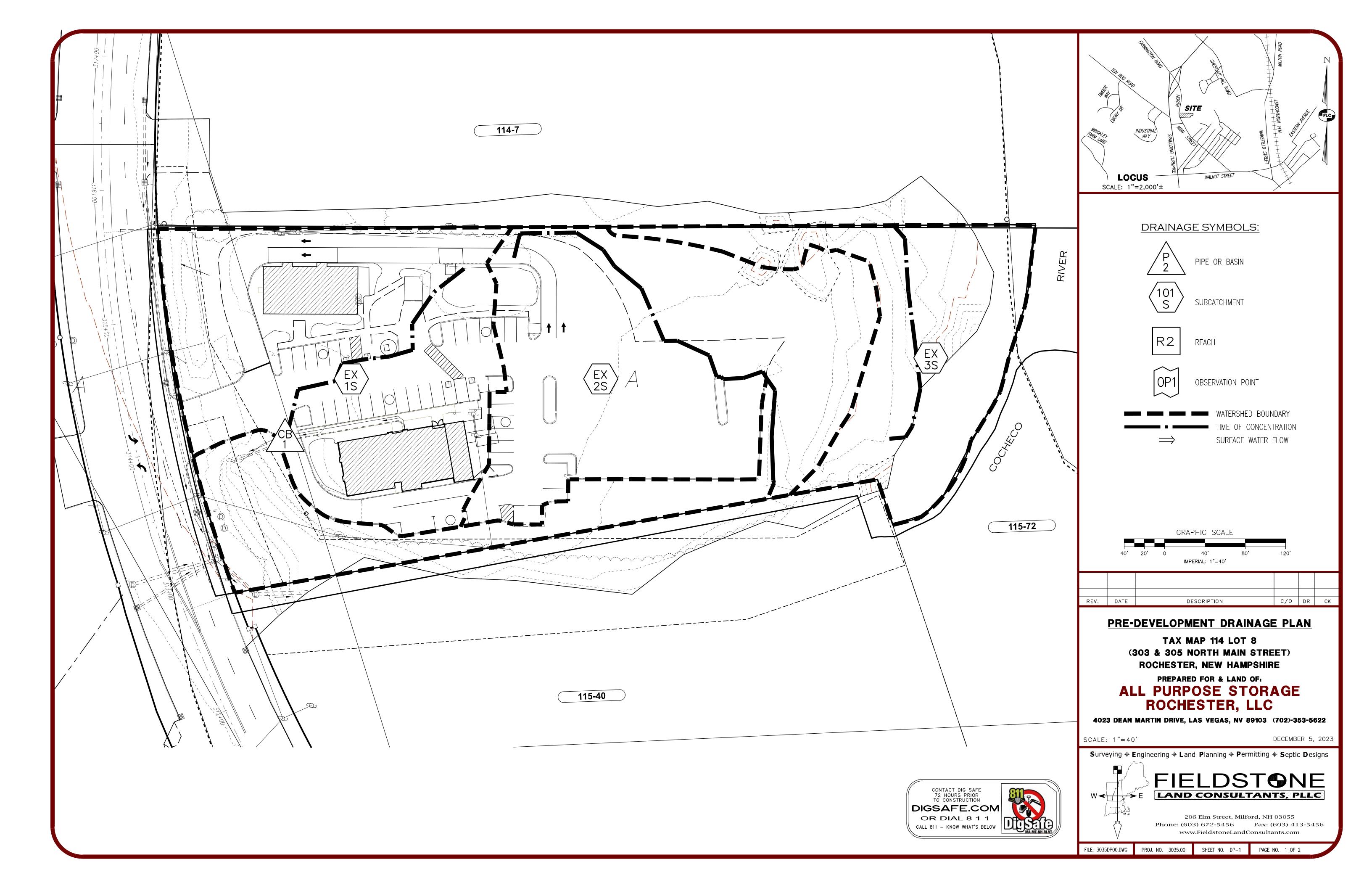
Inflow Area	a =	3.181 ac, 48.29% Impervious, Inflow Depth = 2.48" for 25-YR event
Inflow	=	7.25 cfs @ 12.10 hrs, Volume= 0.657 af
Primary	=	7.25 cfs @ 12.10 hrs, Volume= 0.657 af, Atten= 0%, Lag= 0.0 min

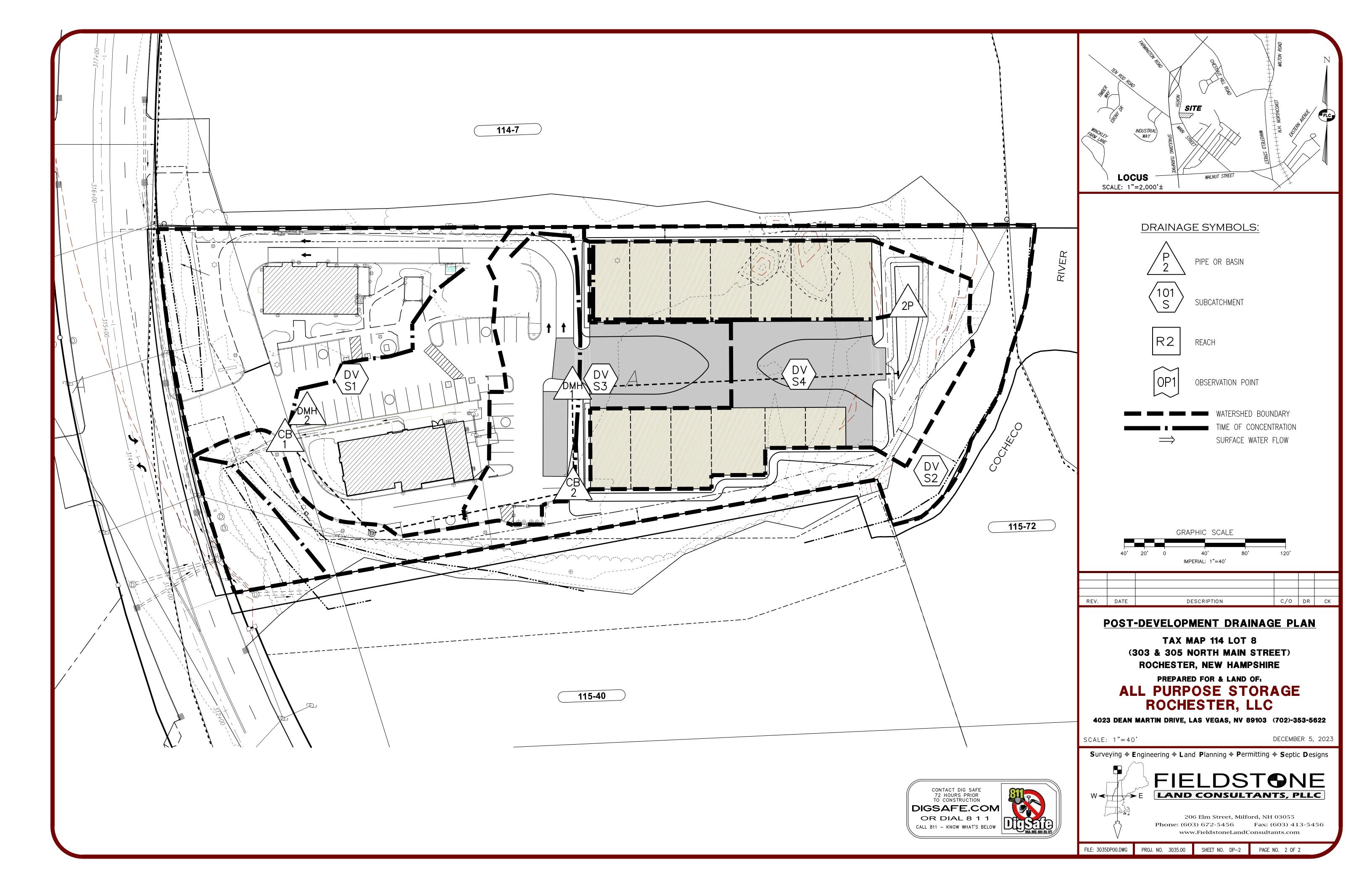
Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs

# Hydrograph Inflow Primary 7 25 cfs 7.25 cfs 8-Inflow Area=3.181 ac 7-6-5-Flow (cfs) 4 3-2-1 0-0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 Time (hours)

# Link OP-1: OFF-SITE

# Section 3.0: Drainage Area Plans





# <u>Appendix A:</u> <u>Inspection and Maintenance Manual</u>

# Light Industrial / Facility

All Purpose Storage Rochester, LLC. Map 114 Lot 8 Rochester, New Hampshire Storm Water Management System Inspection and Maintenance Manual December 19, 2023

## Introduction:

The operation and maintenance of a storm water management system and its individual components is as critical to system performance as the design. Without proper maintenance, best management practices (BMPs) are likely to become functionally impaired or to fail, providing reduced or no treatment of storm water. Proper operation and maintenance will ensure that the storm water system and individual BMPs will remain effective at removing pollutants as designed and meeting New Hampshire's water quality objectives. Proper maintenance will:

- Maintain the volume of storm water treated over the long term;
- Sustain the pollutant removal efficiency of the BMP;
- Reduce the risk of re-suspending sediment and other pollutants captured by the BMP;
- Prevent structural deterioration of the BMP and minimize the need for expensive repairs;
- Decrease the potential for failure of the BMP.

The NH Department of Environmental Services Alteration of Terrain (AoT) regulations (Env-Wq 1500) require the long-term maintenance of storm water practices and stipulate the establishment of a mechanism to provide for ongoing inspections and maintenance.

## **Facilities Information:**

Owner of Record: All Purpose Storage Rochester, LLC.

4023 Dean Martin Drive Las Vegas, NV 89103

## **Report Information:**

- Every effort has been made to provide a comprehensive operation and maintenance plan for this project. All measures and guidelines presented within this plan are the minimum efforts required to achieve the intent of the erosion and sedimentation control program and minimize off site impacts.
- Should any omissions or inconsistencies arise in the plan, the owner, and governing officials are expected to use reasonable and experienced judgment in the field relative to evaluation and implementing measures based on the intent of this plan.
- This manual does not preclude any requirements for additional controls identified in the approved plan set or support documents or any other appropriate techniques to limit erosion and sedimentation of the site.
- Any measures deemed necessary by the town planning board, conservation commission, zoning board, or the town's representative shall become part of this inspection and maintenance plan.
- All Purpose Storage Rochester, LLC. will be responsible for implementing the required reporting, inspection, and maintenance activities identified in this Inspection and Maintenance (I&M) manual.
- All Purpose Storage Rochester, LLC. shall maintain all record keeping required by the I&M manual. Any transfer of responsibility for I&M activities or transfer in ownership shall be documented to the DES in writing.
- Inspection and maintenance reports shall be completed after each inspection. Copies of the report forms to be completed by the inspector are attached at the end of this manual, including:
  - Inspection checklist to be used during each inspection;
  - Inspection and maintenance logs to document each inspection and maintenance activity;
- A plan showing the locations of all the storm water practices described in the I&M manual is attached at the end of this manual.
- Inspection and maintenance records must be provided to DES upon request.

## Storm water management systems present at Light Industrial / Facility

#### Description:

The parcel will contain one (1) Rain Garden, two (2) Catch Basins, and one (1) Conveyance Swale. The parkin lot will be curbed as noted on the plans to direct stormwater to the appropriate stormwater management system.

#### Maintenance:

- 1. Regular inspection and routine maintenance are necessary to ensure that the storm water management system continues to control and treat runoff.
- 2. Structural components of the site's drainage system must be inspected and maintained on an annual basis (minimum).
- 3. The outlets of the storm water management system must be inspected bi-annually.
- 4. All outfalls shall be cleaned of all siltation and debris at the completion of the construction process when the site has been stabilized with loam, seed, and landscaping.
- 5. Any evidence of erosion, structural damage to the outlet, or other damage must be reported to the appropriate on-site representative and repaired as soon as possible.
- 6. Any sediment and/or trash should be removed from the outlet structures and pipes cleaned of all silt.
- 7. Subsurface pipe detention systems must be inspected and maintained on an annual basis (minimum).

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## **Bioretention System (underdrained)**

#### Description:

A bioretention system (sometimes referred to as a "rain garden") is a type of filtration BMP designed to collect and filter moderate amounts of stormwater runoff using conditioned planting soil beds, gravel beds and vegetation within shallow depressions. The bioretention system may be designed with an underdrain, to collect treated water and convey it to discharge, or it may be designed to infiltrate the treated water directly to the subsoil. Bioretention cells can reduce sediment, nutrients, oil and grease, and trace metals. Bioretention systems should be sited near the origin of the stormwater runoff to be treated.

The major difference between bioretention systems and other filtration systems is the use of vegetation. A typical surface sand filter is designed to be maintained with no vegetation, whereas a bioretention cell is planted with a variety of shrubs and perennials whose roots assist with pollutant uptake. The use of vegetation allows these systems to blend in with other landscaping features.

#### Maintenance:

- 1. Systems should be inspected at least twice annually and following any rainfall event exceeding 2.5 inches in a 24 hour period, with maintenance or rehabilitation conducted as warranted by such inspection.
- 2. Pretreatment measures should be inspected at least twice annually, and cleaned of accumulated sediment as warranted by inspection, but no less than once annually.
- 3. Trash and debris should be removed at each inspection.
- 4. At least once annually, system should be inspected for drawdown time. If bioretention system does not drain within 72-hours following a rainfall event, then a qualified professional should assess the condition of the facility to determine measures required to restore filtration function or infiltration function (as applicable), including but not limited to removal of accumulated sediments or reconstruction of the filter media.
- 5. Vegetation should be inspected at least annually, and maintained in healthy condition, including pruning, removal and replacement of dead or diseased vegetation, and removal of invasive species.

Inspection Checklist ar Bioretention syste		•
Practice Location:		
Date:		
Performed By:	Signature	
Inspection Checklist		
Presence of trash or debris	🖵 Yes	🗖 No
Presence of accumulated sediment	🖵 Yes	🗖 No
Structural damage at inlet or outlet	Tes Yes	🗖 No
Drains with 72 hours of rainfall	C Yes	□ No
Presence of invasive species	C Yes	🗖 No

**Maintenance Performed** 

## **Deep-Sump Catch Basins**

#### Description:

A deep sump catch basin consists of a manhole-type structure with an inlet grate, an outlet pipe connected to the piped drainage system, and a sump with a depth several times the diameter of the outlet pipe. The inlet grate is located at the surface and is sometimes combined with a vertical inlet integrated with a street or parking area curb. The sump's purpose is to capture coarse sediments and debris from the runoff intercepted by the structure. The outlet pipe can be fitted with a "hood" consisting of a cast metal or formed plastic fitting, designed to prevent floating materials from exiting the structure.

Deep sump catch basins used as pretreatment are most effective if sited "off-line" since flow-through basins are more susceptible to sediment re-suspension. The outlet hood provides benefits for trapping floating trash, as well as for short-term spill containment.

Maintenance:

- Catch basins may require frequent maintenance. Depending on location, this may require several cleanings of the sumps each year. At a minimum, it is recommended that catch basins be inspected at least twice annually, once following snow-melt and once following leaf-drop and cleaned as indicated by inspection.
- 2. Sediment should be removed when it approaches half the sump depth.
- 3. If floating hydrocarbons are observed during an inspection, the material should be removed immediately by skimming, absorbent materials, or other method and disposed in conformance with applicable state and federal regulations.
- 4. Cleaning may require Vacuum-truck instead of "clam-shell" to avoid damage to hood.
- 5. Damaged hoods should be replaced when noted by inspection

Inspection Checklist Deep-Sum	and Maintenance I p Catch Basins	Report	
Practice Location:			
Date:			
Performed By:	Signature		
Inspection Checklist			
Presence of erosion or vegetation loss	C Yes	🗖 No	
Presence of accumulated sediment	Yes	🗖 No	

🖵 Yes

🗖 No

## **Maintenance Performed**

Presence of trash or debris

## **Conveyance Swales**

#### Description:

Conveyance swales are stabilized channels designed to convey runoff at non-erosive velocities. They may be stabilized using vegetation, riprap, or a combination, or with an alternative lining designed to accommodate design flows while protecting the integrity of the sides and bottom of the channel. Conveyance channels may provide incidental water quality benefits but are not specifically designed to provide treatment. Conveyance swales are not considered a Treatment or Pretreatment Practice under the AoT regulations, unless they are also designed to meet the requirements of an acceptable Treatment/Pretreatment Practice as described elsewhere in this Chapter.

#### Maintenance:

- 1. Grassed channels should be inspected periodically (at least annually) for sediment accumulation, erosion, and condition of surface lining (vegetation or riprap).
- 2. Repairs, including stone or vegetation replacement, should be made based on this inspection.
- 3. Remove sediment and debris annually, or more frequently as warranted by inspection.
- 4. Mow vegetated channels based on frequency specified by design. Mowing at least once per year is required to control establishment of woody vegetation. It is recommended to cut grass no shorter than 4 inches.

Inspection Checklist and Maintenance Report							
Conve	yance Swales						
Practice Location:							
Date:							
Performed By:	Signature						
Inspection Checklist							
Presence of erosion or vegetation loss	Carl Yes	🗖 No					
Presence of accumulated sediment	Tes Yes	🗖 No					
Presence of trash or debris	🗖 Yes	🗖 No					
Maintenance Performed							

## Invasive Species Information:

## UNIVERSITY of NEW HAMPSHIRE Methods for Disposing COOPERATIVE EXTENSION Non-Native Invasive Plants

Prepared by the Invasives Species Outreach Group, volunteers interested in helping people control invasive plants. Assistance provided by the Piscataquog Land Conservancy and the NH Invasives Species Committee. Edited by Karen Bennett, Extension Forestry Professor and Specialist.



Lonicera tatarica Lonicera tatarica USDA-NRCS PLANTS Database / Britton, N.L., and A. Brown. 1913. An illustrated flora of the northern United States, Canada and the British Possessions. Vol. 3: 282.

Non-native invasive plants crowd out natives in natural and managed landscapes. They cost taxpayers billions of dollars each year from lost agricultural and forest crops, decreased biodiversity, impacts to natural resources and the environment, and the cost to control and eradicate them.

Invasive plants grow well even in less than desirable conditions such as sandy soils along roadsides, shaded wooded areas, and in wetlands. In ideal conditions, they grow and spread even faster. There are many ways to remove these nonnative invasives, but once removed, care is needed to dispose the removed plant material so the plants don't grow where disposed.

Knowing how a particular plant reproduces helps determine the appropriate disposal method. Most

are spread by seed and are dispersed by wind, water, animals, or people. Some reproduce by vegetative means from pieces of stems or roots forming new plants. Others spread through both seed and vegetative means.

Because movement and disposal of viable plant parts is restricted (see NH Regulations), viable invasive parts can't be brought to most transfer stations in the state. Check with your transfer station to see if there is an approved, designated area for invasives disposal. This fact sheet gives recommendations for rendering plant parts nonviable.

Control of invasives is beyond the scope of this fact sheet. For information about control visit <u>www.nhinvasives.org</u> or contact your UNH Cooperative Extension office.

#### New Hampshire Regulations

Prohibited invasive species shall only be disposed of in a manner that renders them nonliving and nonviable. (Agr. 3802.04)

No person shall collect, transport, import, export, move, buy, sell, distribute, propagate or transplant any living and viable portion of any plant species, which includes all of their cultivars and varieties, listed in Table 3800.1 of the New Hampshire prohibited invasive species list. (Agr 3802.01)

#### How and When to Dispose of Invasives?

To prevent seed from spreading remove invasive plants before seeds are set (produced). Some plants continue to grow, flower and set seed even after pulling or cutting. Seeds can remain viable in the ground for many years. If the plant has flowers or seeds, place the flowers and seeds in a heavy plastic bag "head first" at the weeding site and transport to the disposal site. The following are general descriptions of disposal methods. See the chart for recommendations by species.

**Burning:** Large woody branches and trunks can be used as firewood or burned in piles. For outside burning, a written fire permit from the local forest fire warden is required unless the ground is covered in snow. Brush larger than 5 inches in diameter can't be burned. Invasive plants with easily airborne seeds like black swallow-wort with mature seed pods (indicated by their brown color) shouldn't be burned as the seeds may disperse by the hot air created by the fire.

**Bagging (solarization):** Use this technique with softertissue plants. Use heavy black or clear plastic bags (contractor grade), making sure that no parts of the plants poke through. Allow the bags to sit in the sun for several weeks and on dark pavement for the best effect.



Polygonum cuspidatum USDA-NRCS PLANTS Database / Britton, N.L., and A. Brown. 1913. An illustrated flora of the northern United States, Canada and the British Possessions. Vol. 1: 676.

Tarping and Drying: Pile material on a sheet of plastic

and cover with a tarp, fastening the tarp to the ground and monitoring it for escapes. Let it dry for several weeks.

Chipping: Use this method for woody plants that don't reproduce vegetatively.

**Burying:** This is risky, but can be done with watchful diligence. Lay thick plastic in a deep pit before placing the cut up plant material in the hole. Place the material away from the edge of the plastic before covering it with more heavy plastic. Eliminate as much air as possible and toss in soil to weight down the material in the pit. Note that the top of the buried material should be at least three feet underground. Japanese knotweed should be at least 5 feet underground!

**Drowning:** Fill a large barrel with water and place soft-tissue plants in the water. Check after a few weeks and look for rotted plant material (roots, stems, leaves, flowers). Well-rotted plant material may be composted. A word of caution- seeds may still be viable after using this method. Do this before seeds are set. This method isn't used often. Be prepared for an awful stink!

**Composting:** Invasive plants can take root in compost. Don't compost any invasives unless you know there is no viable (living) plant material left. Use one of the above techniques (bagging, tarping, drying, chipping, or drowning) to render the plants non-viable before composting. Closely examine the plant before composting and avoid composting seeds.

Finally, be diligent looking for seedlings for years in areas where removal and disposal took place.

## Suggested Disposal Methods for Non-Native Invasive Plants

This table provides information concerning the disposal of removed invasive plant material. If the infestation is treated with herbicide and left in place, these guidelines don't apply. Don't bring invasives to a local transfer station, unless there is a designated area for their disposal, or they have been rendered non-viable. This listing includes wetland and upland plants from the New Hampshire Prohibited Invasive Species List. The disposal of aquatic plants isn't addressed.

Plant Name	Method of Reproducing	Time of Year To Dispose	Methods of Disposal
Woody Plants*	Fruit/Seeds		
Norway Maple (Acer platanoides) European Barberry (Berberis vulgaris) Japanese Barberry		Prior to fruit/seed ripening	<ul> <li>Seedlings and small plants.</li> <li>Pull or cut and leave on site with roots up. No special care needed.</li> </ul>
(Berberis thunbergii) Autumn Olive (Elaeagnus umbellata) Burning Bush (Euonymus alatus)			Larger plants <ul> <li>Use as firewood.</li> <li>Make a brush pile.</li> <li>Chip.</li> <li>Burn.</li> </ul>
Morrow's Honeysuckle (Lonicera morrowii) Tatarian Honeysuckle (Lonicera tatarica) Showy Bush Honeysuckle (Lonicera x bella) Common Buckthorn (Rhamnus cathartica) Glossy Buckthorn (Frangula alnus)		After fruit/seed is ripe	<ul> <li>Don't remove from site.</li> <li>Burn.</li> <li>Make a covered brush pile.</li> <li>Chip once all fruit has dropped from branches.</li> <li>Leave resulting chips on site and monitor.</li> </ul>
Woody Plants*	Fruits/Seeds/Plant Fragments		
Oriental Bittersweet (Celastrus orbiculatus) Multiflora Rose (Rosa multiflora)		Prior to fruit/seed ripening	<ul> <li>Seedlings and small plants.</li> <li>Pull or cut and leave on site with roots up. No special care needed.</li> <li>Larger plants</li> <li>Make a brush pile.</li> <li>Burn.</li> </ul>
		After fruit/seed is ripe	<ul> <li>Don't remove from site.</li> <li>Burn.</li> <li>Make a covered brush pile.</li> <li>Chip – only after material has fully dried (1 year) and all fruit has dropped from branches. Leave resulting chips on site and monitor.</li> </ul>

## Light Industrial / Facility – All Purpose Storage Rochester, LLC. Storm Water Management System: Inspection and Maintenance Manual

Plant Name	Method of Reproducing	Time of Year To Dispose	Methods of Disposal		
	Keproducing	Dispose			
Non-woody plants	Fruits/Seeds				
Garlic Mustard		Prior to flowering	Depends on scale of infestation		
(Alliaria petiolata)			2 openas en seare et intestation		
Spotted Knapweed			Small infestation:		
(Centaurea maculosa)			<ul> <li>Remove and scatter</li> </ul>		
<ul> <li>Sap of related knapweed</li> </ul>			recino ve and seatter		
can cause skin irritation and			Large infestation:		
tumors. Wear gloves when			<ul> <li>Remove and pile. (You</li> </ul>		
handling.			can pile on or cover with		
Black Swallow-wort			plastic sheeting)		
(Cynanchum nigrum)			<ul> <li>Monitor. Remove any re-</li> </ul>		
<ul> <li>May cause skin rash. Wear</li> </ul>			sprouting material		
gloves and long sleeves					
when handling.		During and following	Do nothing until the following		
Pale swallow-wort		flowering	year;		
(Cynanchum rossicum)		g	Or		
Giant Hogweed			Remove flowering heads and		
(Heracleum mantegazzianum)			bag and let rot.		
<ul> <li>Can cause major skin rash.</li> </ul>			oug und fer for.		
Wear gloves and long			Small infestation:		
sleeves when handling.			<ul> <li>Remove and scatter</li> </ul>		
Dame's Rocket			remaining material		
(Hesperis matronalis)			5		
Perennial Pepperweed			Large infestation:		
(Lepidium latifolium)			<ul> <li>Remove and pile</li> </ul>		
Purple loosestrife			remaining material. (You		
(Lythrum salicaria)			can pile on or cover with		
Japanese Stilt Grass			plastic sheeting)		
(Microstegium vimineum)			<ul> <li>Monitor. Remove any re-</li> </ul>		
Mile-a-Minute Weed			sprouting material		
(Polygonum perfoliatum)					
Non-woody plants *	Fruits/seeds/plant parts				
Common Reed	Primary means of spread in		Small infestation:		
(Phragmites australis)	these species is by plant		<ul> <li>Bag all plant material and</li> </ul>		
Japanese Knotweed	parts. Although all care		let rot.		
(Polygonum cuspidatum)	should be given to		<ul> <li>Never pile and use</li> </ul>		
Bohemian Knotweed	preventing the dispersal of		resulting material as		
(Polygonum x bohemicum)	seed during control		compost.		
	activities, the presence of		<ul> <li>Burn</li> </ul>		
	seed doesn't materially				
	influence disposal activities.		Large infestation:		
			<ul> <li>Remove material to</li> </ul>		
			unsuitable habitat (dry, ho		
			sunny or dry shaded		
			location) and scatter or		
			pile.		
			<ul> <li>Monitor and remove any</li> </ul>		
			sprouting material.		
			<ul> <li>Pile, let dry, and burn.</li> </ul>		

October, 2009

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Signature \_\_\_\_\_

## Deicing Log

## Access Drives & Parking Areas

## **Do Not Apply Sand To Permeable Pavements**

Date: \_\_\_\_\_\_
Performed By: \_\_\_\_\_

Maintenance Performed:

Air Temperature	Pavement Temperature	Relative Humidity	Dew Point	Sky

Reason for applying:

Chemical:

Application Time:

Application Amount:

Observation (first day):

Observation (after event):

Observation (before next application):

	Inspection and Maintenance Log									
	BMP	Inspection Date	Inspected By	Maintenance Required?	Maintenance Performed					
1				□Yes						
				□No						
2				□Yes						
				□No						
3				□Yes						
				□No						
4				□Yes						
				□No						
5				□Yes						
				□No						
6				□Yes						
				□No						
7				□Yes						
				□No						
8				□Yes						
				□No						
9				□Yes						
				□No						



To: Chad Branon Fieldstone Land Consultants, PLLC 778 Elm Street, Suite C Milford, NH 03055

Date: October 2, 2023

Project #: 59034.00

From: Jason R. Plourde, PE, PTP

Re: Traffic Assessment North Main Street Warehouses Rochester, New Hampshire

#### Introduction

As proposed, two warehouse structures totaling 21,800 square feet will be located at 303 and 305 North Main Street (Tax Map 114 Lot 8) in Rochester, New Hampshire. As proposed, the warehouse development will be constructed east of the existing Dunkin and Pizza Hut restaurants on the east side of North Main Street. Access would be shared with these existing restaurants across from Spaulding Commons. Based on preliminary research, North Main Street is under City of Rochester jurisdiction. Therefore, review and approval are required with respect to traffic through the City of Rochester permitting process. This Traffic Assessment has been prepared to summarize the estimated site trips generated by the proposed development along the adjacent roadway system. The site location is graphically presented in Figure 1.

## **Trip Generation Methodology**

To estimate the volume of traffic to be generated by the proposed project, trip rates that are published in the Institute of Transportation Engineers (ITE) Trip Generation Manual<sup>1</sup> were reviewed. Table 1 summarizes the ITE trip-generation estimates for the proposed development. The trip-generation calculations are attached to this memorandum.

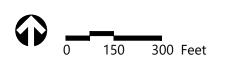
Based on ITE methodologies<sup>2</sup> and NHDOT guidance,<sup>3</sup> a development may result in a change in vehicular operations (i.e., noticeably drop level of service or increase volume-to-capacity ratios) if the addition of site trips would increase peak hour traffic volumes at an intersection by 100 vehicles or more. In general, traffic increases less than this threshold could be attributed to the fluctuation of vehicles due to driver patterns that occur during the day, on different days of the week, or different months of the year. As shown in Table 1, the site trips associated with the proposed warehouse development are not anticipated to exceed this threshold even at the North Main Street site driveway. Therefore, standard traffic engineering practice suggests that the proposed development would be expected to result in negligible impacts to the adjacent roadway system.

<sup>&</sup>lt;sup>1</sup> Institute of Transportation Engineers. Trip Generation Manual, 11th ed. Washington, DC, Sept. 2021.

<sup>&</sup>lt;sup>2</sup> ITE Recommended Practice: Multimodal Transportation Impact Analysis for Site Development. Washington, DC: Institute of Transportation Engineers. 2023.

<sup>&</sup>lt;sup>3</sup> Bollinger, Robert E. Inter-Department Communication. New Hampshire Department of Transportation, Bureau of Traffic. 17 Feb. 2010.







Site Location Image

Figure 1

Chad Branon Ref: 59034.00 October 2, 2023 Page 3



#### Table 1Trip-Generation Summary

Time Period/Direction	Estimated Site Trips <sup>a</sup>
Weekday Daily	
Enter	37
Exit	37
Total	74
Weekday AM Peak Hour	
Enter	3
Exit	1
Total	4
Weekday PM Peak Hour	
Enter	1
Exit	3
Total	4
Saturday Daily	
Enter	2
Exit	2
Total	4
Saturday Peak Hour	
Enter	1
Exit	1
Total	2

a ITE Land Use Code 150 (Warehousing) for 21,800 sf.

As shown, the proposed development would result in traffic volume increases at the Base Hill Road site driveway in the range of 2 to 4 vehicles per hour. These increases represent, on average, 1 vehicle every 15 to 30 minutes. Therefore, the proposed development would be expected to result in negligible impacts to the adjacent roadway system.

## Conclusion

In summary, ITE and NHDOT methodologies suggest that a development may have a noticeable impact if the addition of site trips increases traffic volumes at an intersection by 100 vehicles per hour or more. Based on the findings of this Traffic Assessment, the site trips for the proposed warehouse development are far below this threshold (2 to 4 vehicles per hour). These minimal site trips added to the roadway network are considered to be representative of the typical fluctuation of traffic volumes within the area. Therefore, the proposed development is anticipated to result in negligible impacts to the adjacent roadway network.

# Attachments

Trip-Generation Calculations

#### ITE TRIP GENERATION WORKSHEET

(11th Edition, Updated 2021)

LANDUSE: Warehousing LANDUSE CODE: 150 LOCATION: General Urban / Suburban JOB NAME: JOB NUMBER:

Independent Variable --- 1,000 Sq. Feet Gross Floor Area

FLOOR AREA (KSF): 21.800

#### <u>WEEKDAY</u>

RATES:			Total Trip Ends			Independ	dent Variabl	e Range	Direc Distrit	
	# Studies	R^2	Average	Low	High	Average	Low	High	Enter	Exit
DAILY	31	0.92	1.71	0.15	16.93	292	4	3,300	50%	50%
AM PEAK OF GENERATOR	25	0.85	0.21	0.02	2.08	284	4	3,300	66%	34%
PM PEAK OF GENERATOR	27	0.90	0.23	0.02	1.80	284	4	3,300	24%	76%
AM PEAK (ADJACENT ST)	36	0.69	0.17	0.02	1.93	448	4	3,300	77%	23%
PM PEAK (ADJACENT ST)	49	0.65	0.18	0.01	1.80	400	4	3,300	28%	72%

TRIPS:		BY AVERAGE		Вү	REGRESSIC	ON
	Total	Enter	Exit	Total	Enter	Exit
DAILY	38	19	19	74	37	37
AM PEAK OF GENERATOR	5	3	2	31	20	11
PM PEAK OF GENERATOR	5	1	4	24	6	18
AM PEAK (ADJACENT ST)	4	3	1	26	20	6
PM PEAK (ADJACENT ST)	4	1	3	29	8	21

### <u>SATURDAY</u>

RATES:				То	otal Trip End	ls	Independ	dent Variable	e Range	Direct Distrib	
		# Studies	R^2	Average	Low	High	Average	Low	High	Enter	Exit
	DAILY	3		0.15	0.01	1.58	226	56	420	50%	50%
	PEAK OF GENERATOR	2		0.05	0.01	0.22	129	56	201	64%	36%

TRIPS:		BY AVERAGE		B	REGRESSIC	ON
	Total	Enter	Exit	Total	Enter	Exit
DAILY	4	2	2			
PEAK OF GENERATOR	1	1	0			

## <u>SUNDAY</u>

RATES:			Total Trip Ends			Independent Variable Range			Directional Distribution	
	# Studies	R^2	Average	Low	High	Average	Low	High	Enter	Exit
DAILY	3		0.06	0.03	0.32	226	56	420	50%	50%
PEAK OF GENERATOR	2		0.04	0.02	0.11	129	56	201	52%	48%

TRIPS:	I	BY AVERAGE		BY REGRESSION		
	Total	Enter	Exit	Total	Enter	Exit
DAILY	2	1	1			
PEAK OF GENERATOR	1	0	0			

 Doc # 210018842
 09/17/2021 12:33:14 PM

 Book 4955 Page 155
 Page 1 of 3

 Catherine A. Berube
 Catherine County

 LCHIP
 STA186113
 25.00

 TRANS TAX
 ST855919
 31,500.00

## QUITCLAIM DEED WITH COVENANT

(New Hampshire Short Form Deed)

MAINLY ROCHESTER PIZZA, LLC, with a place of business in Falmouth, Cumberland County, State of Maine, for consideration paid, grants to ALL PURPOSE STORAGE ROCHESTER LLC, a Nevada limited liability company, with a mailing address of 4007 Dean Martin Drive, Las Vegas, Clark County, State of Nevada, 89103 with quitclaim covenants, the land and improvements thereon described in <u>Exhibit A</u>, attached hereto and incorporated herewith. The foregoing is not homestead property of the grantor.

Executed this  $\frac{14}{14}$  day of September, 2021, by Richard J. McGoldrick, Manager of Mainly Rochester Pizza, LLC.

MAINLY ROCHESTER PIZZA, LLC, a Maine limited liability company

Name: Richard J. McGoldrick Its: Manager

STATE OF MAINE Cumberland, SS.

September <u>/4</u>, 2021

Personally appeared the above-named Richard J. McGoldrick in his capacity as Manager of Mainly Rochester Pizza, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said company.

Before me,
Notary Public/Attorney at Law Print Name: //chclas T. //cm.//

### Book: 4955 Page: 156

#### **EXHIBIT A**

The land referred to herein below is situated in the County of Strafford, State of New Hampshire, and described as follows:

A certain tract or parcel of land, with any improvements thereon, situate in the City of Rochester, County of Strafford, and State of New Hampshire. Said land is on the easterly side of NH Route 11, (a/k/a North Main Street - a/k/a Farmington Road - a/k/a Henry Wilson Highway). Said land is shown on a "Plan of Land for J. Peirce Trust, Meredith Peirce, Trustee, and William "Chip" Albee", dated: March 2001, prepared by: LAND TECHNICAL SERVICE CORP., as file number: 00244, to be recorded. Said land is more particularly described as follows:

Beginning at the southwest corner of the subject land, on the easterly boundary of NH Route 11, being the northwest corner of land of RLP Realty, Inc, at a pin/cap to be set; thence running:

Northerly, along Route 11, along a curve to the right having a radius of 921.93 ft, a distance of 278.51 ft, to a pin/cap to be set, at the southwest corner of land of Opportunity Realty of Rochester, LLC, still on the easterly boundary of Route 11; thence running:

Southeasterly, S 71-05'-11" E, 660.23 ft, along Opportunity Realty, through a pin/cap to be set, to a marsh ditch near the Cocheco River, at land believed to be of City of Rochester, across from land of Gloria Martel; thence running:

Southwesterly and westerly, along the marsh/ditch and City land, 260+/- ft, to a point at land of RLP Realty, Inc.; thence running:

Northerly, N 00-21'-13" E, 35.72 ft, along RLP Realty, to a pin/cap to be set, at the northeast corner of RLP Realty; thence running:

Westerly, N 80-47'-39" W, 499.64 ft, still along RLP Realty, to the point of beginning.

Said land contains 141.652 square feet being 3.252 acres.

EXCEPTING THEREFROM a certain tract or parcel of land set forth in a Warranty Deed from Mainly Rochester Pizza, LLC to the State of New Hampshire dated December 15, 2005 and recorded December 23, 2008 at the Strafford Comity Registry of Deeds, Book 3699 at page 744, which land is more particularly described as follows:

A certain parcel of land situated on the Easterly side of Farmington Road (NH Route 11), as now traveled, in the City of Rochester, Comity of Strafford, State of New Hampshire, and being near the Farmington Road (NH Route 11) Construction Base Line Station 314+00 and shown as Parcel 116 on a Plan of Rochester, 10620D (10620L construction phase), on file in the records of the New Hampshire Department of Transportation and to be recorded in the Strafford County Registry of Deeds; bounded and described as follows:

Being all that land belonging to the grantor that comes within a distance of forty (40) feet measured Easterly and parallel with the Farmington Road (NH Route 11) construction base line; bounded on the West by the Easterly side line of Farmington Road (NH Route 11), as now traveled; bounded on the North by land now or formerly of Opportunity Realty of Rochester, LLC; bounded on the East by other land of the Grantor; and bounded on the South by land now or formerly of RLP Realty, Inc.

Containing nine hundredths (0.09) of an acre, more or less.

TOGETHER WITH AND SUBJECT TO the rights, easements, and obligations set forth in that Cross Easement Agreement and Declaration of Reciprocal Easement dated February 13, 2007 and recorded in the Strafford County Registry of Deeds in Book 3502, Page 156.

SUBJECT TO that Notice of Activity and Use Restriction dated May 15, 2001 and recorded in the Strafford County Registry of Deeds in Book 2312, Page 336.

SUBJECT TO that Notice of Activity and Use Restriction dated December 3, 2001 and recorded in the Strafford County Registry of Deeds in Book 2417, Page 258.

FURTHER SUBJECT TO all tenancies, covenants, easements, and restrictions of record.

For grantor's title see Warranty Deed from Meredith S. Pierce and William L. Albee, Co-Trustees of the J. Peirce Trust, under Declaration of Trust dated April 5, 1984 and William "Chip" Albee to Mainly Rochester Pizza, LLC dated December 14, 2001 and recorded December 14, 2001 in Book 2425 at Page 804 of the Stafford Registry of Deeds.

#### SEVER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MEREDITH S. PEIRCE, Trustee, of the J. PEIRCE TRUST, under declaration dated April 5, 1984, recorded at Book 1128, Page 640 of the Strafford County Records, with a place of business in Wolfeboro, County of Carroll and State of New Hampshire, for consideration paid, grants to the CITY OF ROCHESTER, New Hampshire, a municipal corporation with a place of business at 31 Wakefield Street, Rochester, County of Strafford and State of New Yampshire, with QUITCLAIM COVENANTS, the permanent right and easement to enter upon and to lay, construct, operate, replace, maintain and remove an underground sewer line, including necessary underground pipes, conduits and appurtenances across land of the Grantor situate in the City of Rochester, County of Strafford and State of New Yampshire, the same being shown on a plan entitled,"Plan Showing Takings for Sewer Easements, Rochester, N.H.", dated February 11, 1986 by Harry R. Feldman, Inc., Surveyors, to be recorded in the Strafford County Registry of Deeds, and being more particularly bounded and described as follows:

#### Rochester, New Yampshire:

A certain tract or parcel of land situate on the easterly sideline of the Farmington Road, so-called, in Rochester, County of Strafford and State of New Hampshire, as shown on a plan entitled "Plan Showing Takings for Sewer Easements, Rochester, N.Y.," dated February 11, 1986 by Harry R. Feldman, Inc., Surveyors, said premises being more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of the Farmington Road, so-called, said point being the southwest corner of the land of the Grantor; thence running in a northerly direction along the easterly sideline of the Farmington Road, so-called, along a curve to the right with a radius of nine hundred four and ninety-three hundredths (904.93) feet, more or less, a distance of two hundred eighty-seven (287) feet, more or less, to a point in the easterly sideline of the Farmington Road, so-called; thence turning and running in a southeasterly direction a distance of twenty (20) feet, more or less, to a point; thence turning and running in a southerly direction along a curve to the left with a radius of eight hundred eighty-five (885) feet, more or less, a distance of one hundred fifty (150) feet, more or less, to a point; thence turning and running in a general easterly direction a distance of thirty (30) feet, more or less, to a point; thence turning and running in a general southerly direction along a curve to the left with a radius of eight hundred fifty-five (855) feet, more or less, a distance of one hundred forty (140) feet, more or less, to a point in the southerly boundary of land of the Grantor and the northerly boundary of land now or formerly of Richard L. Poulin; thence

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MICHAEL, JONES AND WENSLEY ATTORNEYS AT LAW ROCHESTER, N. H.

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	turning and running boundary of land no of fifty-two (52) f The above-desc or less.	ow or formerly of	Richard L. Poul s, to the point	in, a distance of beginning.
		the Grantor, refe Trustee of the ed at Book 1128,	J. Peirce Trust,	dated April
	IN WITNESS WHE	REOF, Meredith S	. Peirce, Truste	e of the J.
	Peirce Trust, has h	ereunto set her	hand this 2	day of
	- July	, 1986.		
	<u>n Jacup aldu</u> Vitness	~ []	PEIRCE TRUST : <u>, )) (), (), (), (), (), (), (), (), (),</u>	<u>Neuce</u> rce, Trustee
	STATE OF NEW HAMPS COUNTY OF STRAFFORM		July 2	, 1986
	Personally app Trustee of the J. I proven, to be the p foregoing instrumer for the purposes th Before me,	person whose name it and acknowledg	wn to me, or sat is subscribed t ed that she exec	isfactorily othe
		Notary P	ecal diny C ublic Justice of	Coffey the sease
		SUBORDINATION	AGREEMENT	
	Vincent J. Bob New Durham, New Ham Peirce to MarVin Re real estate, dated 265 of the Straffor from MarVin Realty, 1131, Page 724, her temporary construct Peirce, Trustee of	alty, Inc. with April 4, 1984 an d County Records Inc., dated Apr teby agree to sub tion easement con	of a mortgage fr respect to the a d recorded at Bo , by virtue of a il 7, 1984, reco ordinate such mo veyed herein fro	om James A. above-described ok 1128, Page an assignment orded at Book ortgage to the om Meredith S.
	In witness whe hereunto set their	ereof Vincent J. hands this, 1986.	Bober and Mary ( day of	. Bober have
21	Land L Main		Vincent )	Jober .
- 0	Witness	e 🍋	incent J Bober	
9	Witness Mat	M	ary 9. Bober	<u>v</u>
125	STATE OF NEW MAMPS COUNTY OF STRAFFOR		- Sely-	<u>Ə</u> , 1986
¥	Personally app acknowledged that Agreement for the p Before me,		within Subordir	
MICHAEL, JONES AND WENSLEY RE	AFFORD COUNTY	14	Alters.	10
ROCHESTER, N. H.		Notary	(Public/Justice.	of the Peace

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BK | 256

#### Notice of Activity and Use Restrictions

Site name: 303 North Main St. Rochester, NH, formerly Peirce Ford Sales Strafford County Registry of Deeds Reference: Book 1128, Page 643; City of Rochester, Nh Tax Reference: Map 114, Lot 8

This notice is effective as of May 15, 2001 and will continue in effect as set Forth below.

WHEREAS, J.Peirce Trust is the sole owner in fee simple of this property in Rochester, NH with buildings and improvements and,

WHEREAS, said property is more particularly described in Exhibit A, Attached hereto and,

WHEREAS, a portion of this property is sited over a municipal waste Disposal site formerly owned and operated by the City of Rochester, NH and,

WHEREAS, the City of Rochester, NH ceased activity and use of this site Disposal of municipal waste in 1967 and accomplished closure of this site under then Existing regulations for closure of municipal waste disposal sites and,

WHEREAS, responsive actions have been selected for the portion of this Property sited over the municipal waste disposal site. Said response actions being based upon a) the restriction of human access to and contact with hazardous material, b) monitoring of groundwater contamination and c) review by the New Hampshire

Department of Environmental Security (DES) of any construction or renovation Projects on the property during the period set forth in the Groundwater Management Permit issued by DES and,

WHEREAS, J.Peirce Trust has completed the installation and initial Testing of the monitoring wells and completed the

Repaving with bituminous concrete of the effected area and installed passive gas Ventilation beneath the paved areas and at the perimeter of the building.

NOW, THEREFORE, notice is hereby given of activity and use Limitations:

1. Permitted Activities and Uses: this notice provides that a condition of No Significant Risk to health, safety, public welfare or the environment exist so long As the following activities and uses occur:

> ii) All uses that will not expose or disturb soil beneath the paved portion of this property including but not limited to; residential use, commercial use, manufacturing, retailing, professional services, warehousing, education, medical services, government, and the uses and activities further allowed by the City of Rochester and its elected boards and officials;

iii) Maintenance of paved areas to prevent water penetration into solid waste,

iv) Continuation of biannual water testing at each of three test wells installed at the property in accordance with the ground water management permit issued by the State of New Hampshire and in effect for a 5 ( five )

year period beginning in November 1998 and continuing until November 2003 at which time DES or other state agencies will determine whether to continue testing requirements for additional time or to discontinue testing,

v) All soil removed from the portion of this property effected by this restriction will be managed, characterized, and disposed of in accordance with State of New Hampshire solid waste regulations and guidelines.

2. Activities inconsistent with this restriction: are uses which if Implemented at this property may result in significant risk of harm To health, safety, public welfare or the environment and are as follows:

i) Any use that will expose or disturb solid waste beneath the paved or floored area of this property, except for temporary Activities related to construction.

3. Modifications and or amendments to these activity and use restrictions May be allowed subject to the approval of such modifications and or amendments by NHDES.

4. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer, This notice shall be incorporated either in full or by referance Into all deeds, easements, mortgages, leases, occupancy agreements or Any other instrument of transfer whereby an interest in and/or a right To use the property is conveyed.

Owner hereby authorizes and consents to the filing and recordation Of this Notice at the registry of deeds for Strafford County New Hampshire.

Witness the execution hereof this  $15^{\prime\prime}$ day of May 2001

Trustee

By: William Albee Trustee J.Peirce Trust

Then personally appeared the above named William Albee and Acknowledged the foregoing to be his free act and deed before me,

Notary Public: My commision expires:

HEATHER K. CUBEDDU, Notary Fublic My Commission Explose Auto 10, 2003

# 026053

## 2001 DEC -3 AM 11: 01

#### STRAFFORD COUNTY REGISTRY OF DEEDS

## NOTICE OF ACTIVITY AND USE RESTRICTION

Site Name: Peirce Ford Site 303 North Main Street Rochester, New Hampshire Assessors Map 114, Lot 8

#### NHDES Site Number: 199611022

This Notice of Activity and Use Restriction ("Notice") is made as of this 1<sup>st</sup> day of November, 2001 by J. Peirce Trust, P.O. Box 421, Wolfeboro, New Hampshire and William "Chip" Albee, P.O. Box 21, Center Tuftonboro, New Hampshire together with its successors and assigns, (collectively "Owners").

#### WITNESSETH:

WHEREAS, Meredith S. Peirce, Trustee of the J. Peirce Trust under Declaration of Trust dated April 5, 1994, as amended on June 30, 1998, with an address of P.O. Box 421, Wolfeboro, New Hampshire and William "Chip" Albee, of P.O. Box 21, Center Tuftonboro, New Hampshire are the sole owners in fee simple of property with buildings and improvements known as 303 North Main Street, City of Rochester, County of Strafford and State of New Hampshire (formerly Peirce Ford Sales) (the "Property").

WHEREAS, said property is more particularly described in EXHIBIT A, attached hereto and,

WHEREAS, a portion of the property is sited over a municipal waste disposal site formerly owned and operated by the City of Rochester, New Hampshire and,

WHEREAS, in 1967 the City of Rochester, New Hampshire ceased activity and use of this site for the disposal of municipal waste and,

WHEREAS, response actions have been required for that portion of the property sited over the municipal waste disposal site. Said response actions include (a) the restriction of human access to and contact with solid waste and contaminants; (b) monitoring of groundwater contamination; and (c) review by the New Hampshire Department of Environmental Services (NHDES) of any construction or renovation projects on the property and,

WHEREAS, the Owners have completed the installation and initial testing of the monitoring wells shown on EXHIBIT B, completed repaying with bituminous concrete in the parking area, and installed passive gas ventilation beneath the paved areas and at the perimeter of the building; and

WHEREAS, the NHDES has reviewed and approved this Notice of Activity and Use Restriction, and has approved the continued use of the Property, subject to the restrictions set forth in this Notice of Activity and Use Restriction.

NOW THEREFORE, notice is hereby given that the Activity and Use Restrictions (AUR) set forth below apply to the Property:

- 1. Permitted Activities and Uses:
  - i) Commercial or industrial uses as permitted by the City of Rochester and its elected boards and officials;
  - ii) Activities conducted within the Property that do not excavate or disturb contaminated soil or waste;
  - Activities conducted within the property that involve the excavation or disturbance of contaminated soil or waste, provided such activities are carried out in accordance with the terms and conditions set forth herein;
  - iv) Underground utility or other excavation which are likely to disturb contaminated soil or waste, provided that such activities are conducted in accordance with Obligations/Conditions (i), (ii), and (v) of Section 3 of this AUR, and all applicable worker health and safety practices;
  - v) Activities associated with maintenance of waste areas and installation of monitoring devices, including monitoring wells; and
  - vi) New building construction activities, including construction both within and outside of the footprint of existing site structures, provided that such activities are conducted in accordance with Obligations/Conditions (i), (ii), (iii), (iv) and (v) of Section 3 of the AUR, and all applicable worker health and safety practices.
- 2. Prohibited Activities and Uses.

 Any activity, including but not limited to excavation, which is likely to disturb contaminated soil or waste, without prior development and implementation of a Soil and Waste Management Plan and a Health and Safety Plan in accordance with Obligations/Conditions (i) and (ii) of Section 3 of the AUR;

ii) Any activity, including, but not limited to, contaminated soil or waste relocation, construction, dredging or excavation activity,

which will disturb soil or waste, except as permitted in Section 1 above; and

- iii) Installation and/or use of a private well to supply groundwater for human consumption.
- 3. **Obligations and Conditions:** 
  - A Soil and Waste Management Plan must be prepared by a qualified environmental professional prior to commencement of any activity which is likely to disturb contaminated soil or waste on the Property. The Soil and Waste Management Plan shall describe appropriate soil and waste management, characterization, storage, transport, and disposal procedures in accordance with applicable state regulations. Workers who may come into contact with contaminated soil or waste should be trained regarding the requirements of the Plan, and the Plan must remain available on site throughout the course of the project. Prior to commencement of the work, a copy of the Plan shall be submitted to DES. Construction may commence upon the submission of the Plan;

A Health and Safety Plan must be prepared and implemented prior to the commencement of any activity that may result in the disturbance of contaminated soil or waste. The Health and Safety Plan should be prepared by a Certified Industrial Hygienist or other qualified individual appropriately trained in worker health and safety procedures and requirements. The Plan shall specify the type of personnel protection, engineering controls, and environmental monitoring necessary to prevent worker and other potential receptor exposures to contaminated soil and waste through ingestion, dermal contact, and inhalation. Workers who may come into contact with the contaminated soil should be appropriately trained regarding the requirements of the Plan, and the Plan must remain available on site throughout the course of the project. Prior to commencement of the work, a copy of the Plan shall be submitted to DES. Construction may commence upon the submission of the Plan.

iii)

ii)

Any new construction on the Property must provide for the safety of any and all future occupants by properly managing landfill gas. Buildings must be provided with a landfill gas venting system, designed by a professional engineer licensed in New Hampshire, and provided with continuous methane monitoring devices with an audible alarm set to sound at a maximum methane concentration of 25% of the lower explosive limit (LEL);

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- iv) Any new construction on the Property must provide for the safety of any and all future occupants by properly addressing differential and excessive settlement;
- v) All soil and waste removed from the portion of the property affected by this restriction must be managed, characterized, and disposed of in accordance with applicable State of New Hampshire waste regulations and guidelines; and
- vi) Continuation of periodic water testing at each of the test wells installed at the property in accordance with the groundwater management permit issued by the State of New Hampshire and in effect for a 5 (five) year period beginning in November 1998 and continuing until November 2003 at which time NHDES or other state agencies will determine whether to continue testing requirements for additional time or to discontinue testing; and
- vii) Maintain existing paved areas and soil cover, which serve as a protective cover to limit access and exposure to contaminated soils and solid waste.
- 4. <u>Modifications and/or Amendments</u>: Modifications and/or amendments to these activity and use restrictions may be allowed subject to the approval of such modifications and/or amendments by NHDES.
- 5. <u>Incorporation into Deeds, Mortgages, Leases, and Instruments of Transfer</u>: This notice shall be incorporated either in full or by reference into all deeds, easements, mortgages, leases, occupancy agreements or any other instrument of transfer whereby an interest in and/or a right to use the Property or a portion thereof is conveyed. The activity and use restrictions shall run with the land.
- 6. <u>Emergency Procedures</u>: In the event that an emergency requires immediate excavation of the Property, Owners shall:
  - i) Promptly notify NHDES of such emergency action; and
  - ii) Limit the disturbance of contaminated media to the minimum reasonably necessary to adequately respond to such emergency; and
  - iii) Implement appropriate precautions to reduce exposures to contaminated media of neighbors and site workers; and
  - iv) Engage the services of a qualified environmental professional to supervise the preparation and implementation of a written plan for restoring the Property to a condition consistent with this Notice.

- 7. <u>Termination of Activity and Use Restrictions</u>: The AUR imposed by this Notice may be terminated in accordance with the following procedures:
  - i) Owner shall submit to NHDES a written request to terminate the AUR described above, with an explanation as to why such restrictions are no longer necessary to maintain the protection of human health and the environment; and
  - ii) Owner shall provide such supporting documentation as NHDES may deem necessary to justify the termination of the AUR required by this Notice; and
  - iii) Owner shall arrange for recording at the Strafford County Registry of Deeds of any such NHDES approved termination of this Notice, and provide an as-recorded copy of such instrument to NHDES.

Owners hereby authorize and consent to the filing and recordation of this Notice at the Strafford County Registry of Deeds.

The undersigned Meredith S. Peirce, as Trustee of the J. Peirce Trust under Declaration of Trust dated April 5, 1984, as amended, has full and absolute power in said Trust Agreement, having received all necessary or desirable direction from the beneficiaries of the Trust Agreement, to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof.

Witness the execution hereof this 3 day of December 2001.

J. PEIRCE TRUST

By: Meredith S. Perrce, Trustee, duly authorized

William "Chip" Albee

BK2417PG0262

### STATE OF NEW HAMPSHIRE COUNTY OF Carrol

Then personally appeared the above-named, Meredith S. Peirce, duly authorized Trustee of the J. Peirce Trust, known to me to be the person signing the within instrument and acknowledged that she executed the same, on behalf of said Trust, for the purposes therein contained.

Dated: December 3, 2001

(PLEASE AFFIX NOTARIA

Notary Public/Justice of the Peace My Commission Expires: My Commission Expires My Commission Expires (PLEASE AFFIX NOTARIAL SEAL)

STATE OF NEW HAMPSHIRE COUNTY OF Corroll

Then personally appeared the above-named, William "Chip" Albee, known to me to be the person signing the within instrument and acknowledged that he executed the same for the purposed therein contained.

Dated: December 3, 2001

t. Notary Public/Justice of the Peace My Commission Expires: ublic

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# State of New Hampshire DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 (603) 271-3644 FAX (603) 271-2181



November 19, 2001

Mr. William Albee 99 Ledge Road P.O. Box 21 Center Tuftonboro, NH 03816

### SUBJECT: ROCHESTER, Peirce Ford Property, 303 North Main Street (DES# 199611022)

Dear Mr. Albee:

The Department of Environmental Services (Department) has received the proposed final *Notice of Activity and Use Restriction* for the subject property, submitted via e-mail by your counsel, Matthew Upton, on November 1, 2001. This draft is the result of review and discussions between the Department and Mr. Upton. Based upon its review, the Department hereby approves the content of the Notice. For your reference, and in order to avoid any confusion, I have enclosed a copy of the approved text.

You may now finalize the document with appropriate signature lines and in a form suitable for recordation. Within 30 days after execution and recordation in the Strafford County Registry of Deeds, please submit a copy of the recorded Notice of Activity and Use Restriction to my attention.

If you have any questions regarding this letter, please feel free to contact me at (603) 271-6422.

Sincerely,

1/0 p

Michael J. Wimsatt Waste Management Division

#### Enclosure

cc: DB/File

Matthew Upton, Esq. – Upton & Hatfield George Dana Bisbee, Asst. Commissioner, DES Richard Reed SWMB Michael Sills, Chief Engineer WMD Gary Lynn, ORCB

Doc # 0004593 Mar 8, 2007 10:46 AM Book 3502 Page 0156 Page 1 of 9 Register of Deeds, Strafford County

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DEPARTMENT OF REVENUE ADMINISTRATION	がほう	9	REAL ESTATE TRANSFER TAX
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	VOID I	ALTERED	STATING STATISTICS

### CROSS EASEMENT AGREEMENT AND DECLARATION OF RECIPROCAL EASEMENT

### Rochester Plaza Rochester, New Hampshire

This Agreement made this <u>3</u><sup>M</sup> day of <u>*bruang*</u>, 2007, by and between **Mainly Rochester Pizza, LLC**, a Maine limited liability company ("Mainly Rochester") with a mailing address of 155 Center Street, Building C, Box 7, Auburn, Maine 04210, and Lefta Realty, LLC, a New Hampshire limited liability company ("Lefta") with a mailing address of c/o Donut Management Inc., 3 Pluff Avenue, North Reading, Massachusetts 01864.

# **RECITALS**

WHEREAS, Mainly Rochester is the Owner of certain lands located in the City of Rochester, Strafford County, State of New Hampshire on 303 Farmington Road (a/k/a North Main Street) being more particularly bounded and described on <u>Exhibit A</u>, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Mainly Rochester is developing one portion of said Property leased to Capital Pizza of New Hampshire, Inc. ("Capital Pizza") for a Pizza Hut Restaurant facility (the "Pizza Hut Leasehold Parcel"); and

WHEREAS, Mainly Rochester is developing a second portion of said Property for a pad site leased to Lefta ("Lefta Lease") for a restaurant facility; and

WHEREAS, Lefta anticipates developing the leasehold for occupancy by a Dunkin Donuts restaurant (the "Dunkin Donuts Leasehold Parcel"); and

WHEREAS, Mainly Rochester is developing a third portion of said Property for a pad site leased to Crystal Touch Car Wash, LEC ("Crystal") for a car wash facility (the "Car Wash Leasehold Parcel"); and

WHEREAS, it is to the advantage of the parties to this Agreement that the commercial developments on each of the leasehold parcels share certain improvements and facilities, including vehicular and pedestrian access, landscaping, and signage in a common development pattern known as Rochester Plaza.

### **INTRODUCTORY STATEMENT**

## <u>CROSS EASEMENT AGREEMENT AND DECLARATION OF</u> <u>RECIPROCAL EASEMENT</u>

#### Rochester Plaza Rochester, New Hampshire

This Agreement made this <u>1379</u> day of <u>cobracy</u>, 2007, by and between **Mainly Rochester Pizza, LLC**, a Maine limited liability company ("Mainly Rochester") with a mailing address of 155 Center Street, Building C, Box 7, Auburn, Maine 04210, and Lefta Realty, LLC, a New Hampshire limited liability company ("Lefta") with a mailing address of c/o Donut Management Inc., 3 Pluff Avenue, North Reading, Massachusetts 01864.

#### **RECITALS**

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WHEREAS, Mainly Rochester is developing one portion of said Property leased to Capital Pizza of New Hampshire, Inc. ("Capital Pizza") for a Pizza Hut Restaurant facility (the "Pizza Hut Leasehold Parcel"); and

WHEREAS, Mainly Rochester is developing a second portion of said Property for a pad site leased to Lefta ("Lefta Lease") for a restaurant facility; and

WHEREAS, Lefta anticipates developing the leasehold for occupancy by a Dunkin Donuts restaurant (the "Dunkin Donuts Leasehold Parcel"); and

WHEREAS, Mainly Rochester is developing a third portion of said Property for a pad site leased to Crystal Touch Car Wash, LLC ("Crystal") for a car wash facility (the "Car Wash Leasehold Parcel"); and

WHEREAS, it is to the advantage of the parties to this Agreement that the commercial developments on each of the leasehold parcels share certain improvements and facilities, including vehicular and pedestrian access, landscaping, and signage in a common development pattern known as Rochester Plaza.

#### **INTRODUCTORY STATEMENT**

A. Mainly Rochester is developing the Property as shown on site plan entitled "Site Layout Plan, Commercial Development, 303 North Main St., Mainly Rochester Pizza, LLC" by Gorrill-Palmer Consulting Engineers, Inc., drawing number C-102 dated April 2003, as revised, (the "Plat"), a reduced copy of which Plat is attached hereto as <u>Exhibit B</u>.

B. Pursuant to a certain lease with Mainly Rochester dated August 8, 2003, Capital Pizza is the lessee of Pizza Hut Leasehold Parcel ("Capital Pizza Lease"), which leasehold property is

shown and designated as "Pizza Hut" on the Plat, as such site plan was revised and certified by the Rochester Planning Board and Staff Planner on December 12, 2006 and as depicted on said Plat revised through December 8, 2006, a reduced copy of which is attached hereto as <u>Exhibit C</u>.

C. Pursuant to the Lefta Lease dated December 20, 2006, Lefta is the lessee of Dunkin Donuts Leasehold Parcel, which leasehold property is shown and designated as "Restaurant A" on the Plat.

D. Pursuant to a certain lease with Mainly Rochester dated August 8, 2003, Crystal is the lessee of Car Wash Leasehold Parcel ("Crystal Lease"), which Leasehold property is shown and designated as "Car Wash" on the Plat.

E. Pursuant to the Capital Pizza Lease, Mainly Rochester has constructed an approximately 3,630 square foot Pizza Hut Restaurant with drive-through and appurtenant automobile parking spaces on the Pizza Hut Leasehold Parcel.

F. Pursuant to the Lefta Lease, Lefta is to construct a Dunkin Donuts restaurant with drive through and appurtenant automobile parking spaces on the Lefta Leasehold Parcel.

G. Pursuant to the Crystal Lease, Crystal is to construct a car wash facility and appurtenant automobile parking spaces on the Car Wash Leasehold Parcel.

H. Lefta and Mainly Rochester desire to subject the Property to certain easements and restrictions for the benefit of each Leasehold Parcel and to subject each Leasehold Parcel to certain easements, covenants, conditions and restrictions for the benefit of the other Leasehold Parcel. Such easements, covenants, conditions and restrictions shall run to the benefit of and bind upon each respective Leasehold Parcel, Lefta and Mainly Rochester thereof from time to time.

NOW, THEREFORE, for and in consideration of the Recitals and Introductory Statement, which is deemed a material and substantive part of this Declaration, and Ten Dollars (\$10.00) and other good and valuable consideration, Mainly Rochester and Lefta as declarants (the "Declarants") hereby declare that the Property shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and agreements which shall run with the Property and each part thereof and which shall inure to the benefit of the owner and Lessee of each Leasehold Parcel, and bind their respective successors and assigns:

1. **Definitions**. For purposes of this Declaration, the following terms shall have the following definitions:

(a) "Access Drive" is that certain Access Drive depicted on <u>Exhibit B</u> which traverses the Property to and from Farmington Road;

(b) "Common Areas" are the access drives and parking areas as depicted on Exhibit C.

(c) "Owner" means and refers to the fee simple owner or owners of all or any part of the Property, including, without limitation, the Pizza Hut Leasehold Parcel, Car Wash

Leasehold Parcel and the Dunkin Donuts Leasehold Parcel; but Owner does not mean any person or entity holding such interest merely as security for the repayment of a debt; and

(d) "Permittee" means and refers to (i) the tenants, employees, agents, contractors, customers, invitees and licensees of an Owner of the Property or any portion thereof; and (ii) any person or entity with whom any Owner shall hereafter enter into an agreement similar to this Declaration affecting a portion of any Leasehold Parcel, including its tenants, employees, agents, contractors, customers, invitees and licensees.

# 2. **Easement for Access Drive**

(a) Mainly Rochester, its tenants, Lefta, and their respective Permittees shall have and enjoy mutual, reciprocal and non-exclusive easements, rights and privileges to use the Access Drive for purposes of vehicular and pedestrian ingress and egress over and across the Access Drive and Property to the Leasehold Parcels. In addition, Mainly Rochester, its tenants, and Lefta shall have a non-exclusive easement over, across and under the Access Drive to install utility lines to service their respective Leasehold Parcels.

(b) Mainly Rochester, its tenants, and Lefta shall indemnify and hold the other and its Permittees harmless from and against any and all damage to the Access Drive caused by any extraordinary use thereof by the indemnifying party or its Permittees, respectively, extraordinary use including, but not limited to, the use of road for ingress and egress for construction equipment.

#### 3. Maintenance Responsibility

(a) If any utility line, main, connection or facility for water, sewer, gas, electric, telephone or any other utility exclusively serves one Leasehold Parcel and crosses over, under or through any other Leasehold Parcel ("Exclusive Facilities"), such Exclusive Facilities shall be serviced, maintained, repaired, replaced and paid for by the respective parties served by such Exclusive Facilities and the Party so served shall have an easement therefor.

(b) Mainly Rochester as lessor of the Dunkin Donuts Leasehold Parcel, shall maintain that portion of the Access Drive and Common Areas located within the Dunkin Donuts Parcel in good order and repair. Lefta shall maintain the Leasehold Property not included in the Access Drive or Common Areas. In connection with the construction of any improvements on any Leasehold Parcel, the applicable party and its Permittees (i) will perform such construction work expeditiously so as to not interfere with or hinder the use and enjoyment of the Access Drive by any person or entity having a right to use the Access Drive; (ii) will not alter the size or configuration of the improvements within the Access Drive without the prior written approval of the other parties of any of the other Leasehold Parcels, which approval shall not be unreasonably withheld, conditioned or delayed; and (iii) will, or will cause its contractors performing such work to, provide general liability insurance to protect Lefta or Mainly Rochester, as the case may be, of each of the other Leasehold Parcels and its Permittees from the risk involved in such construction.

(c) The costs of maintaining the Access Drive and Common Areas located within a Leasehold Parcel shall be born two-thirds by Mainly Rochester and one-third by Lefta.

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(d) If any party is delinquent and fails to comply with its maintenance obligations under this Section 3, any other party shall have the right to maintain, or cause the maintenance of, that portion of the Access Drive located on such other Leasehold Parcel and shall have the right to enter upon any other Leasehold Parcel for the purpose of such maintenance. The costs and expenses of such maintenance incurred by the non-delinquent Party shall be due and payable by the delinquent party to the non-delinquent party that performs such maintenance within five (5) days after receipt of demand therefor and if such amounts are not paid when due, then such amounts, together with interest thereon at the annual rate of five percent (5%) over the prime commercial rate of interest as reported by the <u>Wall Street Journal</u> and reasonable attorneys' fees, shall, upon proper recordation of a claim of lien in the Clerk's Office constitute a lien on that portion of such Leasehold Parcel owned or leased by such delinquent Parcel party until paid in full.

4. <u>Initial Construction of Access Drive</u>. Mainly Rochester shall have the responsibility at its sole cost and expense for the construction of the entrance to the Property, all other common facilities shown on the plan (e.g. curbing, traffic lights, traffic signs, etc) and the Access Drive, subject to the Lefta Lease. Such work shall be performed by Mainly Rochester in conformance with the plans and specifications and in accordance with the requirements of the City of Rochester as shown on the Site Plan.

5. <u>Construction Expenses.</u> Subject to the terms of the Lefta Lease, each party shall pay the cost of any fees or charges in connection with the construction and/or use of the Exclusive Facilities to the extent that such Exclusive Facilities service only the improvements on such party's Leasehold Parcel.

6. **Enforcement.** This Declaration may be enforced by any Mainly Rochester, Lefta, Crystal and/or Pizza Hut or their respective successors and assigns against any person or entity having obligations hereunder. The non-defaulting party(s) of a Leasehold Parcel or Pizza Hut and/or Lefta and /or Crystal and/or Mainly Rochester or their respective successors and assigns shall be entitled forthwith to full and adequate relief by injunction and/or all such other legal and equitable remedies for the consequences of such breach. If any party, or person benefited hereby, institutes any litigation to enforce any of the terms, covenants, conditions, easements and restrictions set out in the Declaration, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorney's fees, shall constitute a lien against the Leased Parcel of the defaulting party. Upon proper recordation in the Register's Office, unpaid assessments, including special assessments, shall constitute a lien and charge against a Leasehold Parcel until paid in full or otherwise discharged and released, and in addition to any other right or remedy, at law or in equity, and shall be collectable and enforceable against said real property.

7. <u>Term.</u> Unless otherwise canceled or terminated, this Declaration and all the easements, covenants, restrictions, rights, benefits, obligations and liabilities created under this Declaration shall be deemed to be perpetual unless terminated or released by the recordation among the Register's Office of a written instrument executed by all parties whose Leasehold Parcels are benefited by such easements. Until such termination, cancellation or release, all such easements, covenants, restrictions, rights, benefits, obligations and liabilities created in this

Declaration shall be perpetual easements and shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates.

8. **<u>Rights Granted.</u>** The easements, restrictions, benefits and obligations set forth in this Declaration shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon the Pizza Hut Leasehold Parcel, Car Wash Leasehold Parcel and the Dunkin Donuts Leasehold Parcel and the property running with the land. This Declaration shall create privity of contract and estate with and among all grantees of all or any part of the Pizza Hut Leasehold Parcel, Car Wash Leasehold Parcel and the Property, their successors and assigns. The Owner or lessee of each Leasehold Parcel and/or the Property may grant the benefit of all easements, restrictions, rights or privileges hereby granted to or conferred upon each of them, respectively, to lessees who hereafter shall occupy any part of their respective properties within the Leasehold Parcels for the duration of such tenancies, and also to its employees, agents, customers and invitees and those of its tenants.

9. <u>Modification; Cancellation</u>. This Declaration may be modified or canceled only by written consent of all entities or persons that qualify as an Owner of the Property or Lessee of any Leasehold Parcel from time to time; provided, however, that (a) during the term of the Pizza Hut Lease, and any extensions, renewals, or replacements thereof, the Owner of the Pizza Hut Leasehold Parcel shall not modify or cancel this Declaration without the prior written consent of Pizza hut, its successor or assigns, (b) during the term of the Lefta Lease, and any extensions, renewals, or replacements thereof, the Owner of the Dunkin Donuts Leasehold Parcel shall not modify or cancel this Declaration without the prior written consent of Lefta; and (c) during the term of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Crystal Lease, and any extensions, renewals, or replacements thereof, the Owner of the Car Wash Leasehold Parcel shall not modify or cancel this Declaration without the prior written consent of Crystal.

10. <u>Gender</u>. As used in this Declaration, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require.

11. **Headings.** Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Declaration.

12. **Binding.** This Declaration shall be binding upon and inure to the benefit of the Declarants, Lefta, Crystal and Pizza Hut, their respective personal or legal representatives, successors and assigns.

13. <u>Governing Law</u>. This Declaration shall be governed by the laws of the State of New Hampshire.

14. <u>Severability</u>. If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to person or circumstance, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

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15. <u>Mortgages</u>. Any mortgages or deeds of trust encumbering any portion of each Leasehold Parcel and/or Property shall at all times by subordinate to the terms of this Declaration and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

16. **<u>Further Instrument</u>**. Each party shall execute and deliver, in recordable form when necessary, any and all documentation as is necessary and applicable to effectuate or confirm the intention of that parties set forth herein.

17. <u>Waiver</u>. No delay or omission of any party in the exercise of any right occurring upon any default of any other party shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing by such party. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Declaration by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Declaration. Exercise by an party, or the beginning of the exercise by an party, of any one or more of the rights or remedies provided for in this Declaration, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such party of any other right or for such breach.

18. **No Merger**. It is the intent of the Declarants that the easement rights created hereunder shall not merge with the fee title to the Leasehold Parcels, notwithstanding that fee title to all of the Leasehold Parcels may now or in the future be held by the same person or entity.

**IN WITNESS WHEREOF,** the Declarants have executed this Declaration under seal the day and year first above written.

WITNESS: Witness

Witness

# MAINLY ROCHESTER PIZZA, LLC

Bv/ Loyola Pizza, LLC, its Manager B Daniel G. Thompson, its Manager

LEFTA REALTY, LLC, A NEW HAMPSHIRE LIMITED LIABILITY COMPANY

Bv:

Constantine G. Scrivanos Its Manager

STATE OF MAINE COUNTY OF CUMBERLAND

On this <u>13</u><sup>th</sup> day of <u>february</u>, 2007, before me, a Notary Public of said State and City aforesaid, duly commissioned and sworn, personally appeared Daniel G. Thompson, known to me to be the Manager of Loyola Pizza, LLC, as Manager of MAINLY ROCHESTER PIZZA, LLC, a limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Notary Public My Commission Expires: DEBRA J. LAUSER Notary Public, Maine My Commission Expires January 12, 2010

STATE OF Massachusetts COUNTY OF ESSEN

On this <u>duf</u> day of <u>family</u>, 2007, before me, a Notary Public of said State and City aforesaid, duly commissioned and sworn, personally appeared Constantine G. Scrivanos, Manager of LEFTA REALTY, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Notary Public My Commission Expires:

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#### EXHIBIT A 303 NORTH MAIN STREET TAX LOT 114-8 PLAN 64-21 ROCHESTER, NH

A certain tract or parcel of land with any improvements thereon, situate in the City of Rochester, County of Strafford and State of New Hampshire. Said land is on the easterly side of NH Route 11 (a/k/a North Main Street - a/k/a Farmington Road - a/k/a Henry Wilson Highway). Said land is shown on a "Plan of Land for J. Peirce Trust, Meredith Peirce, Trustee and William "Chip" Albee" dated March, 2001, drawn by Land Technical Service Corp., as file number 00244 and recorded as Plan 64-21 in the Strafford County Registry of Deeds and more particularly bounded and described as follows:

Beginning at the southwest corner of the subject land, on the easterly boundary of NH Route 11, being the northwest corner of land of RLP Realty, Inc. at a pin/cap to be set;

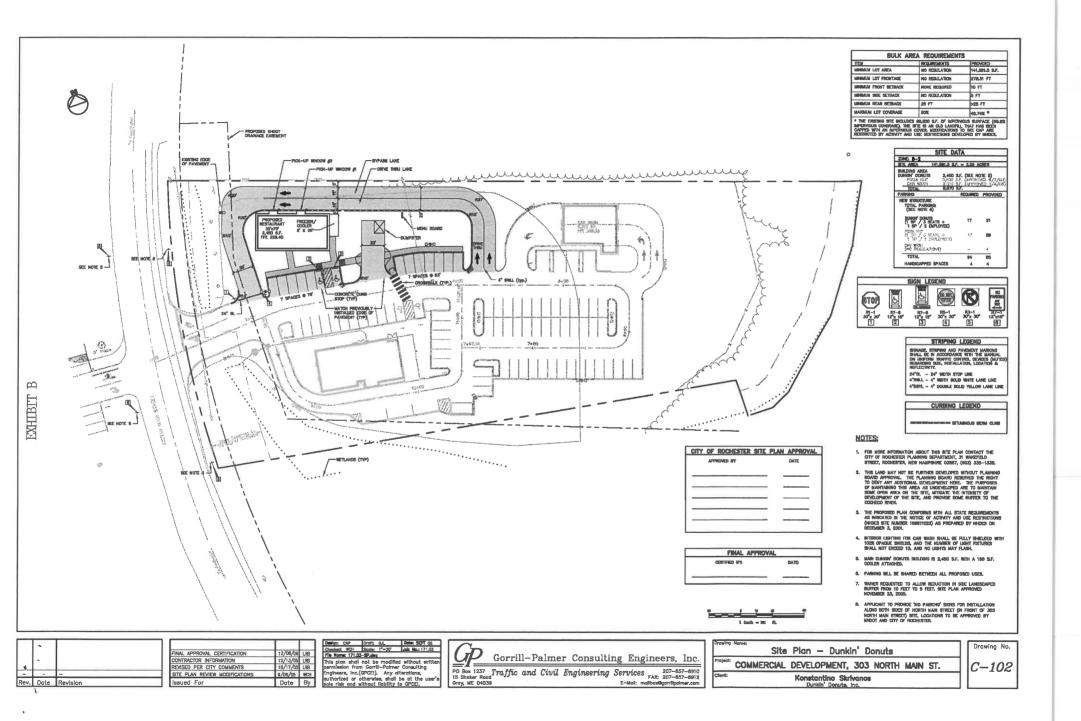
thence running northerly along Route 11 along a curve to the right, said curve having a radius of 921.93 feet, a distance of 278.51 feet to a pin/cap to be set at the southwest corner of land now or formerly of Opportunity Realty of Rochester, LLC still n the easterly boundary of Route 11;

thence turning and running S 710 05' 11" E a distance of 660.23 feet by land of said Opportunity Realty through a pin/cap to be set to a marsh/ditch near the Cocheco River, at land believed to be the City of Rochester, across from land now or formerly of Gloria Martel;

thence turning and running southwesterly and westerly along said marsh/ditch and land of the City of Rochester a distance of 260 feet, more or less, to a point at land now or formerly of RLP Realty, Inc.;

thence turning and running N 00° 21' 13" E a distance of 35.72 feet by land of said RLP Realty to a pin/cap to be set at the northeast corner of land of RLP Realty;

thence turning and running N 800 47' 39" W a distance of 499.64 feet still by land of said RLP Realty to the point of beginning.



Doc # 0043574 Dec 23, 2008 11:21 AM Book 3699 Page 0744 Page 1 of 1 Register of Deeds, Strafford County

#### WARRANTY DEED

THAT, Mainly Rochester Pizza, LLC, of 155 Center Street, Auburn 04210, County of Androcoggin, State of Maine, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants.

A certain parcel of land situated on the Easterly side of Farmington Road (NH Route 11), as now travelled, in the City of Rochester, County of Strafford, State of New Hampshire, and being near the Farmington Road (NH Route 11) Construction Base Line Station 314+00 and shown as Parcel 116 on a Plan of Rochester, 10620D (10620L construction phase), on file in the records of the New Hampshire Department of Transportation and to be recorded in the Strafford County Registry of Deeds; bounded and described as follows:

Being all that land belonging to the grantor that comes within a distance of forty (40) feet measured Easterly and parallel with the Farmington Road (NH Route 11) construction base line; bounded on the West by the Easterly side line of Farmington Road (NH Route 11), as now travelled; bounded on the North by land now or formerly of Opportunity Realty of Rochester, LLC; bounded on the East by other land of the Grantor; and bounded on the South by land now or formerly of RLP Realty, Inc.

Containing nine hundredths (0.09) of an acre, more or less, and being a portion of that real estate recorded December 14, 2001, at the Strafford County Registry of Deeds in Book 2425, Page 804.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through land of the of the Grantor abutting or near the Farmington Road. (NH Route 11) in the area shown on the above-referenced Plan in accordance with the standard practice of highway construction.

And also granting the temporary right and easement for the purposes of creating slopes and matching driveways on land of the Grantor as shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary construction easement areas shall be affected for a period of twelve (12) months during the construction of the project. The property owner shall have unencumbered use of the areas at all other times. Said easement shall expire on December 31, 2023, or one (1) year after completion of the construction for the project, whichever date shall come first.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this 15+4 day of December . 20 08

AINLY ROCHESTER PEZZA, LLC

Daniel Thompson, Manager

Notary Public/Justice of the Peace

expires: Normber 3, 2015

DARSI SIMOND Notary Public-Maine My Commission Expires

November 03, 2015

STATE OF MAINE

COUNTY OF Andres Coggin

On this the 15 day of <u>December</u>, 2008, before me Darsi Simond undersigned officer, personally appeared, Daniel Thompson, whose acknowledged himself to be the Maxies of Mainly Rochester Pizza, LLC, a corporation, and that he, as such manager, being authorized so to do, exceeded foregoing instrument for the purposes therein contained, by signing the name of the corporation by him manager.

In witness whereof I hereunto set my hand and official seal.

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