

JEFFREY AND ERIN GILMORE
MERRYMEETING ROAD
NEW DURHAM NH 03855
MAP 110 LOT 8

PROPOSED RESIDENTIAL CONSTRUCTION
ZONING VARIANCE APPLICATION
DECEMBER 1, 2023



**CHANGING
SEASONS
ENGINEERING** PLLC

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**NEW DURHAM ZONING BOARD OF ADJUSTMENT
VARIANCE APPLICATION**

Case No. _____ Date Filed _____

Name of Applicant:

JEFFREY AND ERIN GILMORE

Applicant's Street Address with town and state:

160 NORTHERN BLVD NEWBURYPORT MA 01950

Mailing Address (If different)

SAME

Preferred Telephone Number 1-617-828-8017 Email kgilly39@yahoo.com

Property Owner: CASSANDRA DECKMAN

(If same as Applicant, write same)

Property Owner Contact Information: 25 OAK LN CARLISLE PA 17015 *(If same as Applicant, write same)*

Street Address of property: MERRYMEETING ROAD

Map 110 Lot 8

The applicant(s) wishes to (be very specific):

CONSTRUCT A 2-BEDROOM SINGLE-FAMILY RESIDENCE, DRIVEWAY, AND ASSOCIATED UTILITIES INCLUDING WELL AND SEPTIC

Which Zoning District is the property located in?

- Town Center Mixed Use Residential, Agricultural, Recreational

Check all Overlay Districts that Cover Any Part of the Property:

- Aquifer Protection Overlay
- Conservation Focus Area District
- Shore Front Conservation Area
- Steep Slopes Conservation District
- Water Quality Protection
- Wetlands Conservation Overlay

INSTRUCTIONS FOR INDIVIDUALS APPEALING TO THE ZONING BOARD OF ADJUSTMENT for a VARIANCE

Applicants must be familiar with the latest revision of the New Durham Zoning Ordinance and the Procedural Rules for the Town of New Durham Zoning Board of Adjustment. Applicants should be familiar with New Hampshire Statutes RSA Chapters 672 – 677.

ALL APPLICANTS

- Speak with the Land Use Administrative Assistant to determine if a review by the Planning Board should be completed prior to appealing to the Zoning Board of Adjustment.
- Ensure all requirements are met by using the appropriate checklist.
- Deliver completed application, attachments, and fees (checks payable to Town of New Durham) to the Land Use office at the Town Hall at least 21 days before the next scheduled ZBA meeting.
- A Public Hearing will be scheduled within 45 days of receiving a completed application.
- Any party affected by a decision has the right to appeal such decision by requesting a rehearing.

VARIANCE

A Variance is an authorization granted under special circumstances to use a property in a way that is not permitted under strict terms of the Zoning Ordinance. For a Variance to be legally granted, the Applicant must show that the proposal meets all five of the conditions set forth by the RSAs and listed in the application.

REQUESTING A REHEARING

A motion for rehearing may be in the form of a letter to the Zoning Board of Adjustment and must set forth the reason the decision is believed to be unlawful or unreasonable. The motion must be made within 30 days of the decision being filed and available for public inspection.

The Zoning Board of Adjustment may grant a requested rehearing if it believes good reason is stated in the motion for rehearing. A case will not be reopened on the same set of facts unless an injustice would be created by not doing so. A rehearing must be requested prior to appealing to the courts. Rehearings follow the same Rules of Procedure as initial hearings.

Usual Costs

Administrative Fee	\$ 100.00		
Application Fee per Variance Request	\$ 50.00 per Variance Request		
Public Notice in Newspaper	\$ 150.00		
Public Notice to ALL Abutters, Applicant(s), Applicant(s) Representative, Identified Professionals Involved with the Property and Holders of Easements via Certified Mail	\$ 12.80 per Notice		
ZBA Decision sent to Applicant(s), Applicant's Representative and Registry of Deeds via Certified Mail,	\$ 12.80 per Notice		
Strafford County Registry of Deeds Notice of Decision:			
1 to 3 Variances Requests	\$ 16.00	4 to 6 Variance Requests	\$ 20.00
7 to 10 Variance Requests	\$ 24.00	11 or more Variance Requests	\$ 28.00

COMPLETE THE FOLLOWING TABLE

	ORDINANCE REQUIREMT.	CURRENT	PROPOSED
Size of Property - Acres	EXIST NON-CONF	0.38 AC	0.38 AC
Size of Property - Square Footage)	EXIST NON-CONF	16,725 SF	16,725 SF
Amt. of Road Frontage (In Feet.)	150 FT	152 FT	152 FT
Amt. of Water Frontage (In Feet.)	N/A	N/A	N/A
Length of Right Side (In Feet)	N/A	136 FT	136 FT
Length of Left Side (In Feet.)	N/A	137 FT	137 FT
Amt of Impervious Coverage (Percent)	<20%	0 %	10.6 %
Amt of Impervious Coverage (Square Footage)	3,345 SF	0 SF	1,770 SF
Total Amt of Building Coverage (Percent) Include Rooflines and Overhangs.	<15%	0 %	6.9%
Total Amt. of Building Coverage (Square Footage) Include Rooflines and Overhangs.	2,508 SF	0 SF	1,160 SF
Square Footage: House (Include Rooflines and Overhangs.)	N/A	0 SF	1,160 SF
Square Footage: Deck	N/A	0 SF	0 SF
Square Footage Garage (Include Rooflines and Overhangs.)	N/A	0 SF	0 SF
Square Footage: Shed(s) (Include Rooflines and Overhangs.)	N/A	0 SF	0 SF
Square Footage: Other Buildings (Also Identify What the Building is and Include Rooflines and Overhangs.)	N/A	0 SF	0 SF
Building Height: House	<35 FT	0 FT	< 35 FT
Building Height: Garage	< 35FT	0 FT	0 FT
Building Height: Shed(s)	<35 FT	0 FT	0 FT
Building Height: Other Buildings (Also Identify What the Building is)	<35FT	0 FT	0 FT
Total Number of Rooms	N/A	0	??
Total Number of Bedrooms	N/A	0	2
Total Number of 9 Foot X 21 Foot Parking Spots (If in Shorefront Conservation District.)	N/A	N/A	N/A
Building(s) Setback to Road	20 FT	0 FT	
Building(s) Setback to High Water Mark	75 FT	N/A	N/A
Building's Setback to all Lakes, Ponds, Intermittent and Perennial Streams, Rivers and or Vernal Ponds	75 FT	N/A	N/A
Building(s) Setback to Right Side	15 FT	0 FT	81 FT
Building(s) Setback to Left Side	15 FT	0 FT	18 FT
Year Septic System Installed	N/A	N/A	PROPOSED
DES Permit on File in New Durham	N/A	N/A	PENDING
Number of Bedrooms Septic System is Approved For	N/A	N/A	SEEKING 2
Septic Tank to High Water Mark	125 FT	0 FT	>300 FT
Septic Tank to Lakes, Ponds, Intermittent and Perennial Streams, Rivers and or Vernal Ponds	125 FT	0 FT	>300 FT
Septic Tank to Right Property Line	20 FT	0 FT	95 FT
Septic Tank to Left Property Line	20 FT	0 FT	22 FT

Septic Tank to Road	20 FT	0 FT	71 FT
Septic Tank to Neighbor's Well on Right	75 FT	0 FT	>95 FT
Septic Tank to Neighbor's Well on Left	75 FT	0 FT	>75 FT
Leach Field to High Water Mark	125 FT	0 FT	>300 FT
Leach Field to all Lakes, Ponds, Intermittent and Perennial Streams, Rivers and or Vernal Ponds	125 FT	0 FT	>300 FT
Leach Field to Right Property Line	20 FT	0 FT	97 FT
Leach Field to Left Property Line	20 FT	0 FT	7 FT
Leach Field to Road	20 FT	0 FT	86 FT
Leach Field to Neighbor's Well on Right	75 FT	0 FT	>97 FT
Leach Field to Neighbor's Well on Left	75 FT	0 FT	>75 FT
Steep Slopes: Amount of Disturbance (in Feet) 0 to 14.99%	N/A	N/A	3,770 SF
Steep Slopes: Amount of Disturbance (in Feet) 15 to 24.99%	N/A	N/A	1,880 SF
Steep Slopes: Amount of Disturbance (in Feet) 25 to 29.99%	N/A	N/A	0 SF
Steep Slopes: Amount of Disturbance (in Feet) 30% or More	N/A	N/A	0 SF

A Variance is requested from Article VI Section C.3.b of the Zoning Ordinance. Facts supporting this request:

1. The Variance will not be contrary to the public interest because: the leach field is located in the far corner of the lot where no development exists. The abutting lot is a 50+ acre property with residential development located on the other side of the lot. The lot does not have sufficient road frontage in this area to be subdivided in the future.
2. The spirit of the Zoning Ordinance is observed because: the encroachment to the property line does not impact existing or future abutter's wells or buildings.
3. By granting the Variance, substantial justice will be done because: by granting the variance, residential development will be possible on the lot. Denying the variance will result in the leach field being located closer to the wetland than is currently proposed.
4. The request will not diminish the value of surrounding properties because: the encroachment to the property line does not impact existing or future abutter's wells or buildings.

NOTE: Please complete EITHER paragraph 5A OR paragraph 5B. Staff recommends that you complete paragraph 5B only if you feel you cannot meet the requirements set forth in paragraph 5A.

- 5. Literal enforcement of the provisions of the Ordinance would result in an unnecessary hardship.
 - A. For purposes of this subparagraph, “unnecessary hardship” means that, owing to special conditions of the property that distinguish it from other properties in the area:
 - i. No fair and substantial relationship exists between the general public purposes of the Ordinance provision and the specific application of that provision to the property; and
 - ii. The proposed use is a reasonable one.

The following special conditions of the property distinguish it from other properties in the area: The very small size of the lot and the presence of the wetland prevent full compliance with the Zoning Ordinance.

No fair and substantial relationship exists between the general public purposes of the Ordinance provision and the specific application of that provision to the property because: the proposed leach field location will not impact the abutter's current or future use of the land because of the size and shape of the abutting lot.

The proposed use is a reasonable one because: a single-family residence is allowed in this Zoning District and is a typical use of lots in this area.

- B. If the criteria in subparagraph A are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it because:

- C. Are you requesting a variance without finding a hardship arising due to the condition of the property and the need for reasonable accommodations so as to allow a person or persons with a recognized physical disability to reside in or regularly use the premises? Yes ____ No ____ If yes, please explain why.

CERTIFICATION of APPLICATION and AGREEMENT TO PAY ALL COSTS

I/We, the undersigned Applicant(s), hereby certify that the information contained within this Variance Application is complete and accurate. I/We agree to pay, in full, all costs incurred by the Town of New Durham for engineering and or other professional services deemed necessary by the ZBA to obtain third party review and consultation during the review process.

Signature of Owner



Printed Name of Owner

Cassandra Deckman

Date: 11/26/23

Signature of Applicant(s) or Applicant's Representative (s):



Printed Name of Applicant(s) or Applicant's Representative (s) Representative(s):

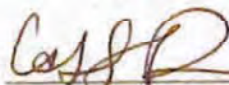
Jeffrey and Erin Gilmore

Date: 11/25/2023

Text

AUTHORIZATION to ENTER SUBJECT PROPERTY

I/We, and my successors, hereby authorize members of the New Durham Zoning Board of Adjustment, Building Inspector and or Code Enforcement Officer to enter my property for the purpose of evaluating this application, including performing inspections during the application phase, post-approval phase, construction phase and occupancy phase. It is understood that these individuals must use all reasonable care, courtesy, and diligence when on the property.

Signature of Property Owner(s): 

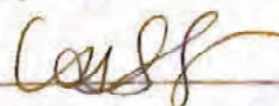
Printed Name of Property Owner(s):

Cassandra Deckman

Date: 11/26/23

AUTHORIZATION to SERVE AS APPLICANT(S) REPRESENTATIVE

I/We Cassandra Deckman give Stephanie Richard, P.E, Changing Seasons Engineering PLLC and Jeffrey and Erin Gilmore, interested buyer permission to serve as our representative and to represent us before the New Durham Zoning Board of Adjustment in reference to the attached application. Our agent may present our case and answer any questions for the Board or the public.

Signature of Applicant(s): 

Printed Name of Applicant(s): Cassandra Deckman

Date: 11/26-23

Application Check List for a Variance

- Each application for a hearing before the Board shall be made on forms prescribed by the Board and contain all the information required below.
- The application shall be received at least 21 days before the next regularly schedule ZBA meeting
- The LUAA, other town employee or official shall record the date of receipt.
- A completed application form that is signed and dated by the applicant(s) or their representative(s);
- A completed “Table of Required Information”;
- A copy of the Building Inspector’s “Certification of Zoning Compliance”
- A form signed by all property owners authorizing their representative(s) to act on their behalf if an applicant’s representative(s) signs the application or if the representative will be presenting the case before the Board;
- All required fees;
- A copy of the current Assessing Card;
- A copy of the current Deed;
- A list of all abutters adjacent to the land or property, directly across the street or stream from the land or property under considerations including Map, Lot and mailing addresses
- A list of any holder of a conservation, preservation, or agricultural preservation restriction, as defined in RSA 477:45, and their mailing address;
- Full size (minimum 22 inches by 34 inches) existing and proposed site plans with a bar scale of one (1) inch = 20 feet;
- Reduced sized (11 inches by 17 inches) site plan;
- Existing and proposed plans shall contain, at a minimum:
- Locus Map with north arrow;
- All buildings on the subject property and adjacent properties;
- Property lines;
- Title Block containing:
 - Map and Lot;
 - Preparer of the plans;
 - Title of the preparer of the plans;
 - Date (Month/day/year) the plans were originally prepared; and
 - Date (Month/day/year) of all plan revisions;
- Shoreland reference lines including but not limited to 50, 75, 125, 150 and 300 feet;
- Rights of Way and easements to include dimensions;
- Wells and water systems;
- Building envelope;
- Location of wells and septic systems for all adjacent properties;
- Amount of road frontage, in feet;
- Amount of water frontage, in feet, if applicable;
- Graveyard setbacks:
- All existing buildings or other structures with their dimensions and encroachments indicating “current” on the plans;
- All proposed buildings, structures or additions with dimensions and encroachments indicating “proposed” on the plan;

- Elevations and contours;
- Dimensions and location of all driveways
- Hardscape and its material;
- Driveways;
- Walkways;
- Patios;
- Roadways;
- Walls; and
- Fences.
- Water Bodies and Wetlands;
- Drainage ways and related structures;
- Waterfront Buffer, as defined in RSA 483-B;
- Tree line and individual large and or important site trees showing the changes in vegetative surfaces and resulting runoff;
- General vegetation areas and groundcovers;
- Septic tank, lines and leach field to include dimensions;
- All utilities, to include telephone, cable, fiber, conduit, etc., regardless of being underground, above ground or overhead;
- Photographs of the property and all buildings on the property;
- Building and floor plans to include dimensions of any new structures, if applicable;
- Building elevations from all sides, if applicable;
- Legal size envelopes with a return address of New Durham ZBA, PO Box 207, New Durham, NH and certified mail documents as pictured in Appendix A addressed to:
 - o All abutters, as defined by RSA 672:3;
 - o Any holder of a conservation, preservation, or agricultural preservation restriction, as defined in RSA 477:45;
 - o Identified professionals involved with the application (two envelopes for each professional);
 - o All property owners (multiple envelopes for each property owner if not at the same mailing address); and
 - o Strafford County Registry of Deeds. and
- Any other materials the applicant(s) feels are relevant to their request, such as other supporting documents which may contain pertinent property details/history.



Stephanie L. Richard, P.E.
68 Meaderboro Road, New Durham, NH 03855
Office 603-859-0418 Cell 603-973-5068
changingseasonsengineering@gmail.com

Waiver Requests
Residence Construction
Jeffrey and Erin Gilmore
Merrymeeting Road, Map 110 Lot 8

The following waivers are requested to the Application Checklist for a Variance

“Building and floor plans to include all dimensions of any new structures” and “Building elevations from all sides”

We request this requirement be waived as the variance request is relevant only to the proposed leach field and not the proposed building. The applicants are in the process of purchasing the property and do not want to commit the time and money into a full building design before first determining what they will be able to construct on the property.

The applicants wish to build a small cape-style house, approximately 20ftx40ft.



Town of New Durham
4 Main Street- PO Box 207
New Durham, NH 03855

buildinginspector@newdurhamnh.us - phone (603) 859-2091*6

CERTIFICATION OF ZONING COMPLIANCE

Applicant name: Gilmore Date: 10/18/2023
Street Address: _____
Town: _____ State: NH Zip: _____
Email Address: _____ Phone: _____
Parcel location: Merrymeeting Road
Tax Map & Lot: 110 / 08 Zone: ~~1A~~

Description of intended use (attach additional information, drawings or plans, if helpful):

FOR OFFICE USE BELOW

Review of request: _____

Determination: Variance
Article VI : General Provisions/Use Regulations
C. General Requirements.
3. Sewage Disposal/Leachfield Setbacks
b. i. No Part of Leachfield shall be Located Less
Than 20' feet from property line/Lot size less than
30,000 sq feet

Building Inspector

Date

10/18/2023

Should any party be aggrieved by a decision of the Building Inspector, the aggrieved party may file an appeal with the Zoning Board of Adjustment if it is alleged that there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement of the zoning ordinance adopted pursuant to NH RSA 674:33 - Powers of Zoning Board of Adjustment and NH RSA 676:5 - Appeals to the Board of Adjustment. Please see the Zoning Board of Adjustment Rules of Procedure XI - Application for Appeal. This appeal must be filed within 30 days of the date of decision that is complained of.

August 15, 2023

To whom it may concern,

I Cassandra Deckman (owner/ seller) authorize Jeffrey and Erinn Gilmore (buyers) to request a variance from the New Durham Zoning Board, for the placement of a two bedroom septic system on Lot 8 Merry Meeting rd. New Durham New Hampshire 03855

A handwritten signature in cursive script that reads "Cassandra Deckman". The signature is written in black ink and is positioned above a horizontal line.

Cassandra Deckman

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT		Assessed
HANCOCK, DELBERT R		4 Rolling		1 Paved	3 Rural	Description RES LAND	Code 1300	Assessed 59,000
5010 HYDE COURT		LAND USE DATA						Assessed 59,000
CUMMING GA 30040		Alt Prcl ID 40--4----	Variance Admin App Site Plan BLA/Merge Wood Lot Sub-Div					
		Alt Billing I Photo Village Dist Conditional Special Ex						
		GIS ID 110008000000	Assoc Pid#					

RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	Q/U	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)		
HANCOCK, DELBERT R		4136		0495	06-11-2013	U	V	0	38	Year	Code	Assessed V
HANCOCK, DENNIS R TRUSTEE		PROB 0		0	01-09-2013	U	V	0	38	2023	1300	59,000
HANCOCK, DONALD L		0605		0413				0		2021	1300	59,000
Total		Total		0.00						Total	Total	59,000

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
			0.00				

ASSESSING NEIGHBORHOOD			APPRAISED VALUE SUMMARY		
Nbhd	Nbhd Name	Tracing	Appraised Bldg. Value (Card)	Appraised Xf (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)
0001			0	0	0
2010: WA TO LAKE ON 110-030-000			Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
2011: DONALD HANCOCK DEC'D			59,000	0	59,000
2019: LEVEL/WOODED/VAC			Valuation Method		C

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY				
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result
85	09-06-1994	RS		100		0		REPLACE R	01-16-2019	EO			99	Vacant Lot
61	06-04-1990	RS		1,000		0		DECK & ST	07-01-2015	KL			16	Field Review
									07-23-2014	RK			99	Vacant Lot
									09-18-2010	RE			RV	Review
									09-02-2003	JL			99	Vacant Lot
									02-24-1988	AL			00	Measur+Listed

LAND LINE VALUATION SECTION											
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes
1	RES ACLNDV M	RAR		15,682	SF	1.67	1.00000	4	1.00	WA6	2.250
Total Card Land Units											0.360
Parcel Total Land Area											0.3600
Total Appraised Parcel Value											59,000

LOCATION ADJUSTMENT				ADJ UNIT P		LAND VALUE	
Location Adjustment	Notes	Adj Unit P	Land Value	Location Adjustment	Notes	Adj Unit P	Land Value
1.0000		3.76	59,000	1.0000		3.76	59,000
Total Land Value				59,000			

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Cd	Element	Description								
99 00	Vacant Land Vacant										
CONDO DATA											
Parcel Id	C	Ownr	0.0								
Adjust Type		Description	S								
Condo Flr		Factor%									
Condo Unit											
COST / MARKET VALUATION											
Building Value New			0								
Year Built			0								
Effective Year Built			0								
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsol			0								
External Obsol			0								
Trend Factor			1								
Condition											
Condition %			0								
Percent Good											
RCNLD			0								
Dep % Ovr											
Dep Ovr Comment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond.	Cd	% Gd	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value					
Ttl Gross Liv / Lease Area		0	0	0	0	0					

No Sketch

E-Doc # 230005221
Book 5109 Page 870

05/10/2023 11:27:37 AM
Page 1 of 4

Return To:

Normandin, Cheney & O'Neil, PLLC
213 Union Avenue
Laconia, NH 03246

Catherine A. Berube
Register of Deeds, Strafford County
LCHIP STA20B113 25.00
TRANS TAX ST860832 101.00

Transfer Tax: \$101.00

QUITCLAIM DEED

KENNETH HANCOCK, a married man, having an address of 1000 S. Lafayette Street, Florissant, MO 63031 and **RACHAELYN LEWIS f/k/a ROBERT LEWIS HANCOCK**, an unmarried woman, having an address of 31 Oak Lane Drive, Carlisle, PA 17015, for consideration paid, grant to **CASSANDRA DECKMAN**, a married woman, having an address of 25 Oak Lane Drive, Carlisle, PA 17015, with **QUITCLAIM COVENANTS**:

All our right, title and interest in and to two certain tracts of land, with the buildings and improvements thereon, situated in the Town of New Durham, County of Strafford, and State of New Hampshire, being further bounded and described as follows:

Tract I (known as Tax Map 110, Lot 10, Merrymeeting Road, New Durham, New Hampshire):

A certain tract or parcel of land situate in New Durham, County of Strafford, and State of New Hampshire, on the westerly side of the road leading from the Powder Mills past the Devil's Den, so-called, bounded and described as follows:

Beginning at an iron hub on the westerly side of said road at the easterly corner of land of Harry Meader, known as the Durgin Place; thence running in a northwesterly direction by the stone wall a distance of one hundred thirty-five (135) feet to an iron hub; thence turning and running in a northeasterly direction a distance of seventy five (75) feet to an iron hub; thence turning and running in a southeasterly direction a distance of one hundred eight (108) feet to an iron hub on the westerly sideline of said highway; thence turning and running along the westerly sideline of said highway in a southwesterly direction a distance of one hundred ten (100) feet to the bound begun at.

Subject to an Easement in favor of New Hampshire Telephone and Telegraph Company, dated December 13, 1978 and recorded in the Strafford County Registry of Deeds at Book 1027, Page 515.

Also the right and privilege of using for and as a right of way to Merrymeeting Lake in common with Georgia Avery (Frank Avery having died) and William Tarallo, their respective heirs and

assigns, and with any other person or persons to whom similar rights have heretofore been conveyed by said Avery or Tarallo or either of them, the following described premises, to wit:

Beginning on the easterly side of the highway, known as the Chesley Road, at the southerly sideline of land of one Palumbo; thence turning in an easterly direction by said Palumbo land to a point in said Lake, which said point is now submerged, which was at high water mark prior to the raising of the dam at the outlet of said Lake to its present height, said dam being built about the year 19221, and which constituted the boundary line between the land hereby conveyed and the land conveyed sometime prior to 1920 by John H. Jenness to one Tuttle; thence running by the high water mark as it then existed prior to the erection of said dam to a point in said Lake sixteen (16) feet southerly of the first described bound; thence turning and running westerly to a point on the eastly sideline of said Chesley Road sixteen (16) feet southerly of the point of beginning; thence turning and running northerly by the easterly sideline of said road a distance of sixteen (16) feet to the point begun at. This conveyance is made subject to all rights of flowage possessed by the Public Service Company of New Hampshire and/or any other person or persons, said tract being in most part submerged land at the time of this conveyance. The herein conveyed easement of way is granted subject to the following restrictions, to wit: No building of any kind, and no stationary wharf shall be constructed upon said premises. Said Avery and Tarallo expressly reserve the right to grant to any other person or persons a right of way over said premises to be used in common with said Grantee.

Tract II (known as Tax Map 110, Lot 8, Merrymeeting Road, New Durham, New Hampshire):

A certain tract or parcel of land situate in New Durham, County of Strafford and State of New Hampshire, bounded and described as follows:

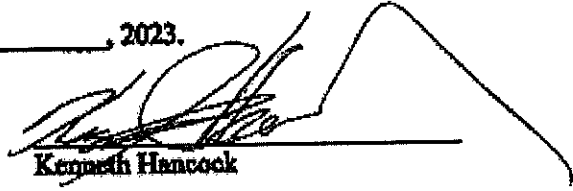
Beginning on the westerly side of the Chesley Road at a stone wall on the northerly side of the entrance to an old wood road and thence running northwesterly along said old wood road one hundred thirty six (136) feet to an iron pipe; thence turning and running northeasterly by a line of spotted trees one hundred twenty four (124) feet to land of one Thompson; thence turning and running southeasterly by said Thompson land one hundred thirty six (136) feet to said Chesley Road; thence running southwestly by said Road and a stone wall one hundred fifty (150) feet to the bounds begun at. Also conveyed hereby is a right of way over said old wood road for access to and from said reserved lot to be used in common with Marcia Evelyn Leary and Hazel Randall.

Meaning and intending to describe and convey any and all interest in the property inherited from the Grantors' father, Delbert R. Hancock, single, who died intestate on October 19, 2020, see Death Certificate recorded in the Strafford County Registry of Deeds on even or near date. The Grantors were the only children and sole heirs of Delbert R. Hancock. For further title reference, see Fiduciary Deed of Dennis Roy Hancock, Successor Trustee of the Donald L. Hancock Trust to Delbert R. Hancock, dated June 10, 2013, and recorded in the Strafford County Registry of Deeds at Book 4136, Page 497.

Subject to any and all covenants, restrictions, and easements of record.

The within described premises are raw land, and not subject to homestead.

Dated this 3 day of MAY, 2023.


Kenneth Hancock

STATE OF MISSOURI
COUNTY OF St. Louis, SS:

The foregoing instrument was sworn to and acknowledged before me this 3rd day of May, 2023, by Kenneth Hancock, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Maria Pueriet
Notary Public/Justice of the Peace
My Commission Expires: 3-24-2024
(Seal)



Dated this 01 day of May, 2023.

Rachael Lewis
Rachaelyn Lewis f/k/a Robert Lewis Hancock

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Cumberland SS:

The foregoing instrument was sworn to and acknowledged before me this 01 day of May, 2023, by Rachaelyn Lewis f/k/a Robert Lewis Hancock, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

G. Anuradha
Notary Public/Justice of the Peace
My Commission Expires: Feb. 16, 2025
(Seal)

Commonwealth of Pennsylvania - Notary Seal
Anuradha Ganjikunta, Notary Public
Cumberland County
My commission expires February 16, 2025
Commission number 1383528
Member, Pennsylvania Association of Notaries

Abutter List
Compiled 11/27/2023
Residence Construction
JEFFREY AND ERIN GILMORE
MERRYMEETING ROAD
NEW DURHAM, NH 03855
Map 110, Lot 8

OWNER

MAP 110 LOT 8, MERRYMEETING ROAD
CASSANDRA DECKMAN
25 OAK LANE DRIVE
CARLISLE PA 17015

AGENT

STEPHANIE L RICHARD, P.E.
CHANGING SEASONS ENGINEERING, PLLC
68 MEADERBORO ROAD
NEW DURHAM NH 03855

ABUTTERS

MAP 109 LOT 1, 424 MERRYMEETING RD
DAVID C SHAGOURY
PO BOX 117
NEW DURHAM NH 03855

MAP 110 LOT 13, MEADERS POINT RD
MERRYMEETING LAND HOLDINGS
686 CHESTNUT ST
MANCHESTER NH 03104

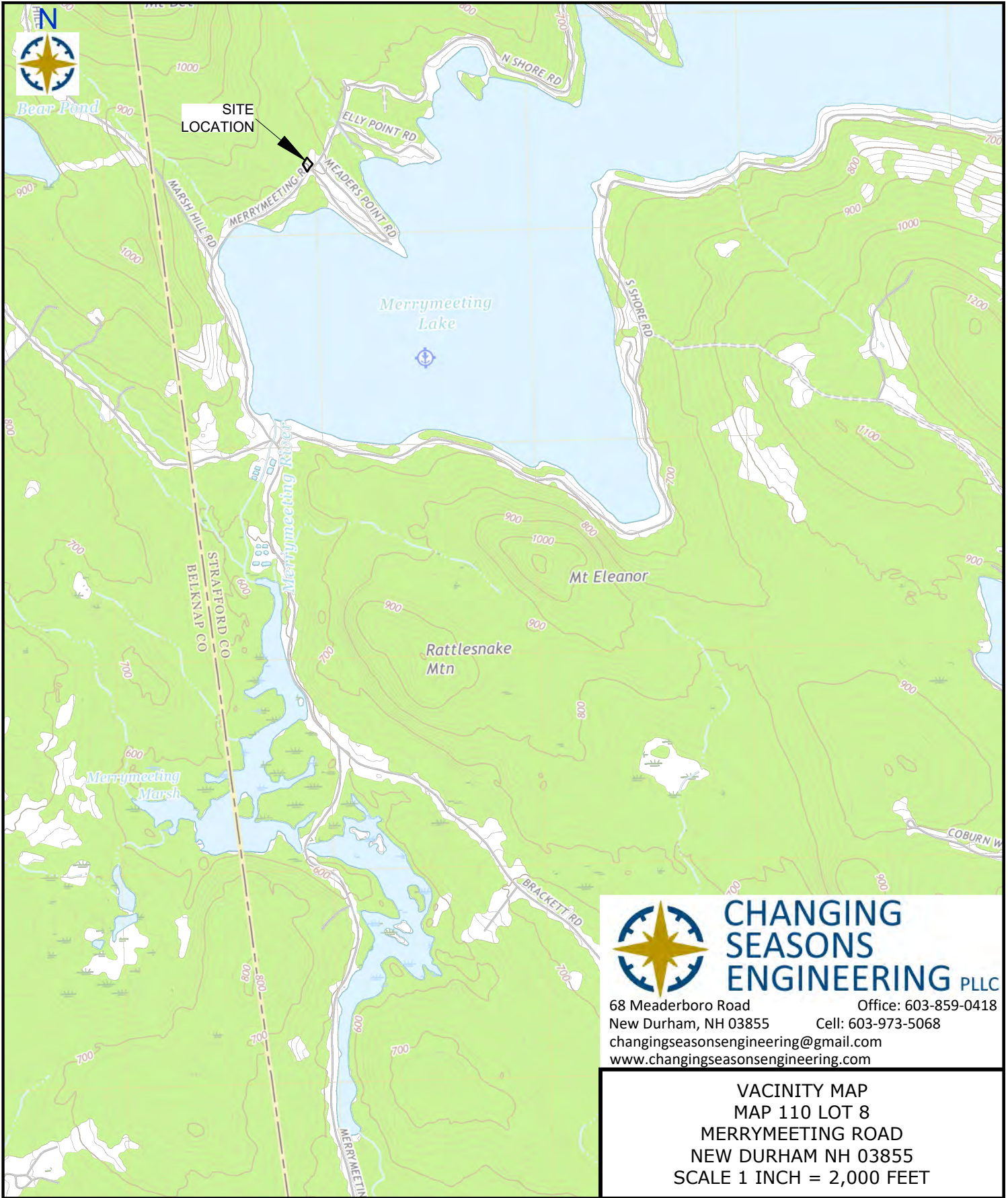
APPLICANT

JEFFREY AND ERIN GILMORE
160 NORTHERN BLVD
NEWBURYPORT MA 01950

SEPTIC DESIGNER

PETER COOPERDOCK
FERNSTONE ASSOCIATES FOR THE NATURAL RESOURCES
360 CASTINE ROAD
CASTINE ME 04421

MAP 110 LOT 9, 404 MERRYMEETING RD
JAMES W AND SANDRA T GRIGG
PO BOX 208
NEW DURHAM NH 03855



CHANGING SEASONS ENGINEERING PLLC

68 Meaderboro Road Office: 603-859-0418
New Durham, NH 03855 Cell: 603-973-5068
changingseasonsengineering@gmail.com
www.changingseasonsengineering.com

VACINITY MAP
MAP 110 LOT 8
MERRYMEETING ROAD
NEW DURHAM NH 03855
SCALE 1 INCH = 2,000 FEET



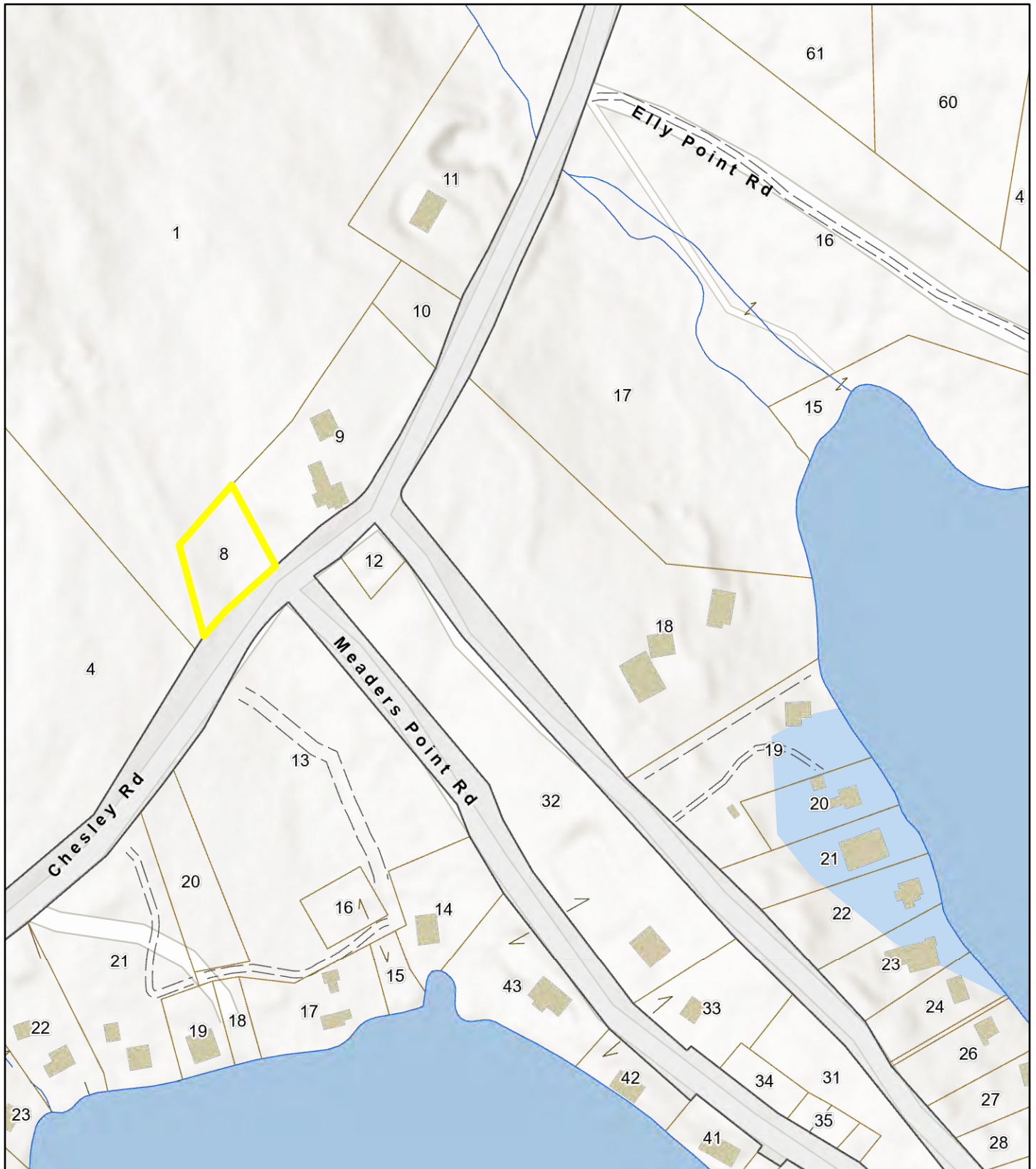
New Durham, NH

1 inch = 200 Feet



www.cai-tech.com

November 24, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

PHOTOS AND DESCRIPTIONS

Photo 1: Back left corner abutting right of way



11/25/2023

Photo 2: Back left property line, abutting right of way leachfield setback



11/25/2023

Photo 3: Center of property from front to back



11/25/2023

Photo 4: Front left corner abutting right of way



11/25/2023

Photo 5: Front right



11/25/2023

Photo 6: Front



11/25/2023

Photo 7: Percolation test area and left back lot at septic setback and corner of right of way



11/25/2023

Photo 8: Road front view



11/25/2023

Photo 9: Right of way, property is on the right



11/25/2023

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 20th day of May, 2023 between
Cassandra Deckman ("SELLER") of 25 31 Oak Lane Drive
City/Town Carlisle, State PA Zip 17015
and Jeffrey Gilmore, Erinn Gilmore ("BUYER") of 160 Northern Blvd
City/Town Newburyport, State MA Zip 01950

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of New Durham located at Lot 8 Merrymeeting Road
Map 110/008/000, .36 Acres, MLS# 4953527
County Strafford Book 5109 Page 870 Date 5/10/23 ("PROPERTY").

3. The SELLING PRICE is Thirty-Five Thousand Dollars \$35,000.00
A DEPOSIT in the form of check is to be held in an escrow account by Coldwell Banker
Realty ("ESCROW AGENT"). BUYER [] has delivered, or [X] will deliver to the ESCROW
AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$2,000.00
BUYER agrees that an additional deposit of earnest money in the amount of \$n/a will be delivered on or before
n/a. If BUYER fails to deliver the initial or additional deposit in compliance with the above
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
or trust account check, in the amount of \$33,000.00.

4. DEED: Marketable title shall be conveyed by a Warranty deed, and shall be free
and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before June 10, 2023 at TBD
or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of
all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the
same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions:

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
n/a hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Robin Dionne of Coldwell Banker Realty
is a [] seller agent [] buyer agent [] facilitator [X] disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
Agency Informed Consent Agreement.

[] NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a
designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER;
or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds
\$n/a.

SELLER(S) INITIALS [Signature] BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT New Hampshire Association of REALTORS® Standard Form



9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. PROPERTY INCLUDED: All Fixtures _____

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required YES NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE: JG WS

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. Perc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS CD / _____ BUYER(S) INITIALS JG / WS

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY. BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE:

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

Table with 2 columns: YES, NO. Rows include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, and Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 14 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement () is (X) is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT n/a TERM/YEARS n/a RATE n/a MORTGAGE TYPE n/a
n/a

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS [Signature] BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within n/a calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by n/a ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
(c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
(b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
(b) This Agreement will be terminated; and
(c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
(b) This Agreement will be terminated; and
(c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.

SELLER(S) INITIALS CD / BUYER(S) INITIALS JG / WS

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



19. ADDITIONAL PROVISIONS:

- 1) All earth, trees, stones will remain on lot as seen on 5/20/23.
2) Subject to satisfactory conversation with Building Inspector/Land Use Dept. that Lot 8 is a buildable lot.
3) Subject to satisfactory perc test within 14 days from effective date.

20. ADDENDA ATTACHED: [] Yes [X] No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

DocuSigned by: Jeffrey Gilmore
5/20/2023
DATE/TIME
BUYER ID: 002114D3...
Jeffrey Gilmore
160 Northern Blvd
MAILING ADDRESS
Newburyport MA 01950
CITY STATE ZIP

DocuSigned by: Erinn Gilmore
5/20/2023
DATE/TIME
BUYER ID: 002114D3...
Erinn Gilmore
160 Norther Blvd
MAILING ADDRESS
Newburyport MA 01850
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

DocuSigned by: Cassandra Deckman
5/20/2023
DATE/TIME
SELLER ID: 003985AA74D3...
Cassandra Deckman
30 Oak Lane Drive
MAILING ADDRESS
Carlisle PA 17015
CITY STATE ZIP

SELLER
DATE/TIME
MAILING ADDRESS
CITY STATE ZIP

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 5th Addendum to the Purchase and Sales Agreement with an effective date of May 20, 2023 between
Cassandra Deckman ("SELLER"), and
Jeffrey Gilmore, Erinn Gilmore ("BUYER"), for
the property located at Lot 8 Merrymeeting Road, New Durham, NH 03855,

hereby agree to the following:

The closing date has been changed to on or before September 30, 2023.

Multiple horizontal lines for additional terms or conditions.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

DocuSigned by:
Jeffrey Gilmore 8/9/2023
BUYER Jeffrey Gilmore DATE / TIME

DocuSigned by:
Erinn Gilmore 8/9/2023
BUYER Erinn Gilmore DATE / TIME

DocuSigned by:
Cassandra Deckman 8/8/2023
SELLER Cassandra Deckman DATE / TIME

SELLER DATE / TIME

**TOWN OF NEW DURHAM
LOCAL APPROVAL FOR CONSTRUCTION OF
AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM**

WORK NUMBER: 202303552

I. PROPERTY INFORMATION

Address: MERRYMEETING ROAD
NEW DURHAM NH 03855
Subdivision Approval No.: PRE-1967
Subdivision Name: N/A
County: STRAFFORD
Tax Map/Lot No.: 110/8

II. OWNER INFORMATION

Name: JEFFREY P GILMORE
Address: 32 WOODSIDE ROAD
TOPSFIELD MA 01983

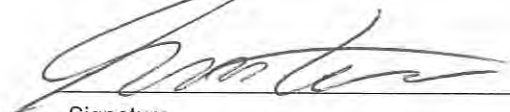
III. APPLICANT INFORMATION

Name: PETER COOPERDOCK
Address: 360 CASTINE RD
CASTINE ME 04421

IV. DESIGNER INFORMATION

Name: PETER COOPERDOCK
Address: 360 CASTINE RD
CASTINE ME 04421
Permit No.: 00962

In accordance with RSA 485-A:32, IIa, the Town of New Durham grants local approval to construct the Individual Sewage Disposal system described above and in an application and plans dated July 21, 2023.



Signature

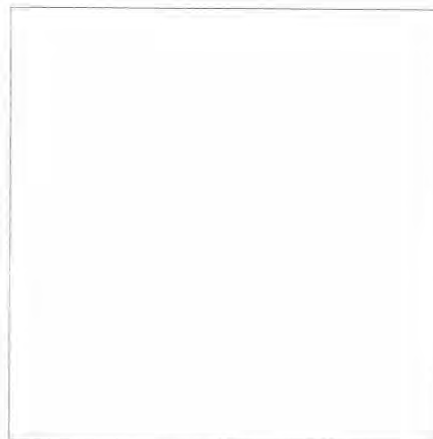


Title

7/25/2023

Date

- OR -



Town Stamp

System Sand Requirements:

It is critical to the proper functioning of the Advanced Enviro-Septic System that the proper amount and type of System Sand be installed. System Sand must be clean, granular sand free of organic matter and must adhere to the following percentage and quality restrictions:

- Percentage Restrictions:
 0% retained on 3/4 in. sieve (19 mm)
 0%-35% retained on #10 sieve (2 mm)
 40%-90% retained on the #35 sieve (0.50 mm)
 Fines Quality Restrictions: A maximum of 2% of total sand may pass through a #200 sieve (0.074 mm)
 ASTM C-33 (concrete sand) may be acceptable for use as System Sand providing that no more than 2% can pass a #200 sieve (verified by washing).

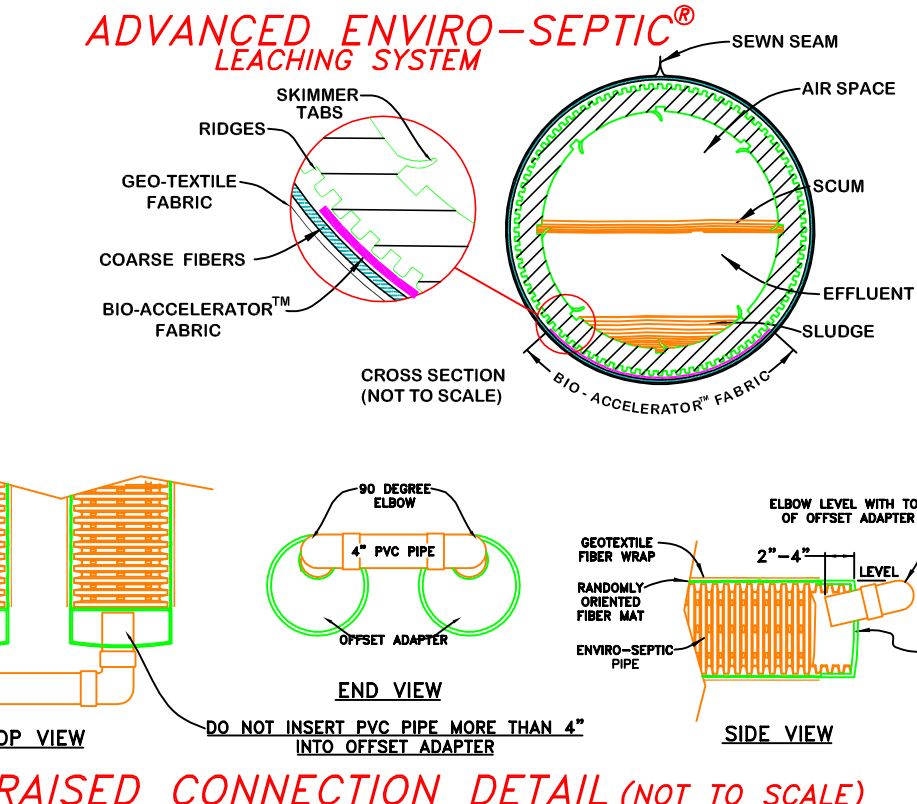
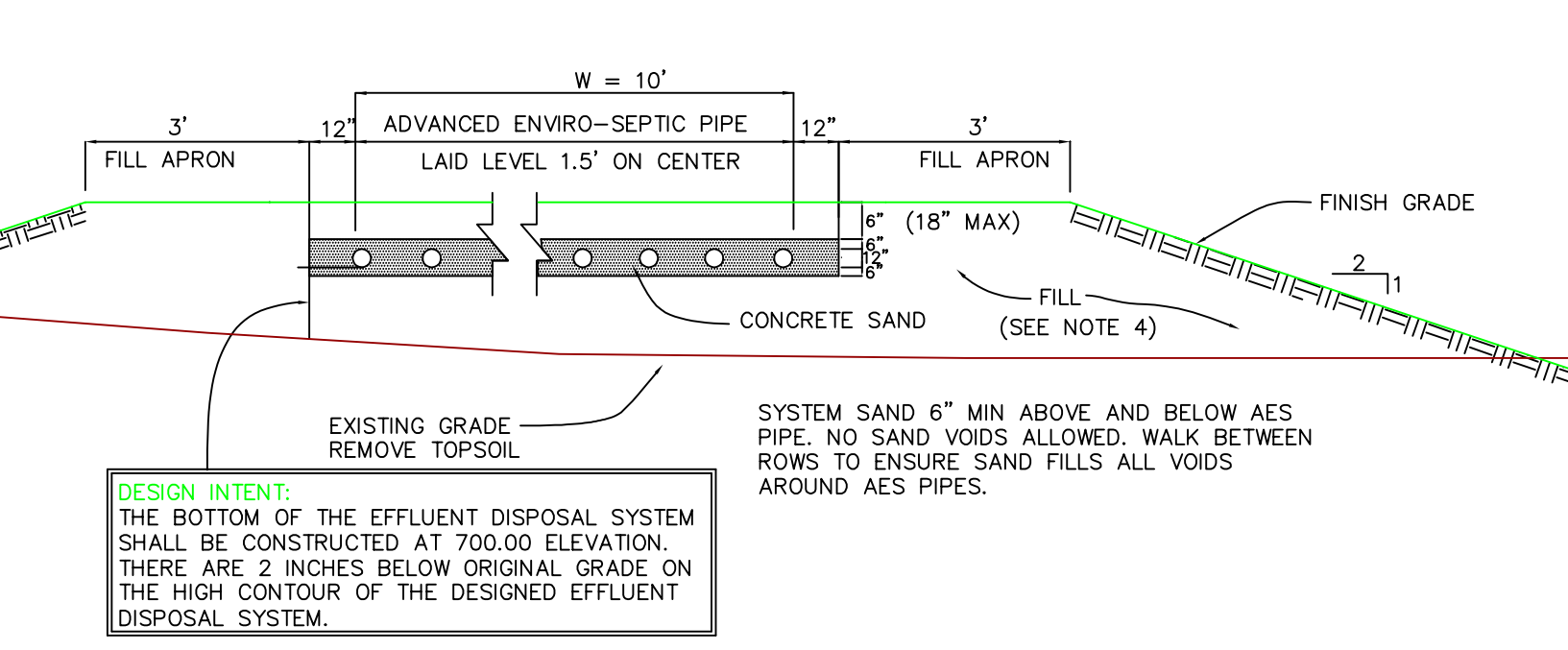
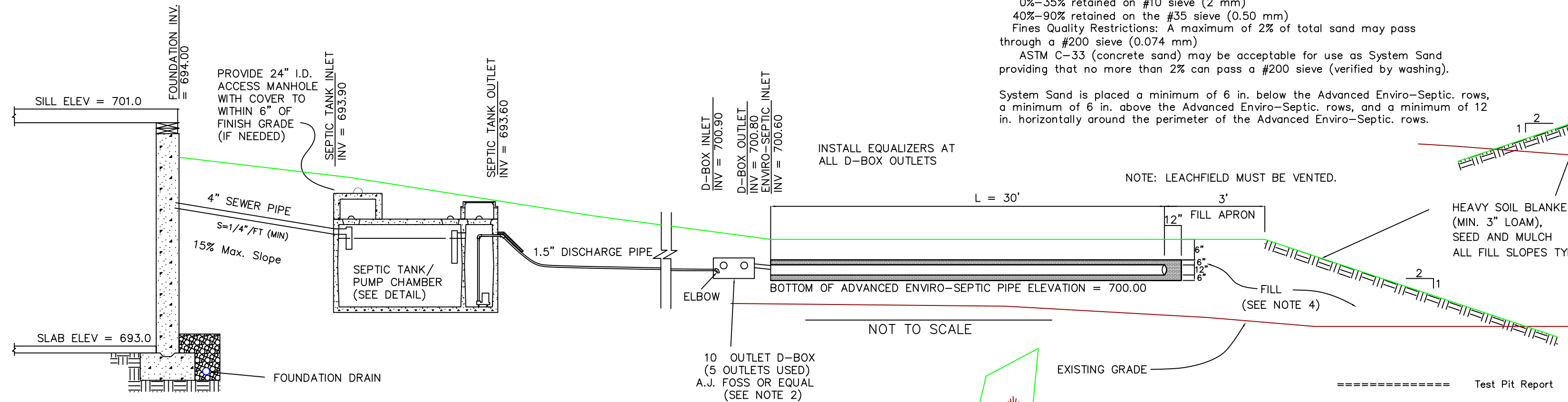
System Sand is placed a minimum of 6 in. below the Advanced Enviro-Septic rows, a minimum of 6 in. above the Advanced Enviro-Septic rows, and a minimum of 12 in. horizontally around the perimeter of the Advanced Enviro-Septic rows.

AES wastewater treatment systems are approved by NHDES as ITA in accordance with Part Env-Ws 1024. The system is designed in accordance with the NH Design and Installation Manual for Advanced Enviro-Septic and Enviro-Septic Wastewater Treatment Systems 2019.

NOTE: CONCRETE SAND TO BE USED WITHIN 12 INCHES OF ENVIRO-SEPTIC PIPE. NO MORE THAN 2% OF TOTAL SAND MAY PASS THROUGH #200 SIEVE.

CONSTRUCTION NOTES

- This subsurface disposal system has been designed in accordance with the rules, regulations, standards and practices of the New Hampshire Department of Environmental Services (NHDES). Construction must be done in accordance with this plan and the construction criteria of the NHDES. The installer must obtain an installer's permit from the NHDES. Before backfilling or covering the installed components, the installer must notify the NHDES for inspection.
- Unless noted otherwise, septic tank is to be pre-cast concrete. Pipe connections at inlet and outlet shall be tightly sealed with a watertight, flexible joint connector, and the entire line from septic tank to field must be water tight. Septic tank shall have inlet and outlet baffles secured (Env-Wq 1010.07).
- Sewer pipe from building to septic tank shall be cast iron or Schedule 40 solvent welded plastic pipe. Effluent pipe from pump tank to field shall be a single unit of flexible plastic pipe unless noted otherwise. Advanced Enviro-Septic Lateral Pipes shall be rigid plastic pipe with friction type collars, elbows or tees, all ends interconnected as detailed.
- All topsoil, roots and organic matter must be removed from the area beneath the leach field, with care taken not to compact the parent soil during construction. The field area must be protected from stormwaters during construction. Sand for the leach field shall match the requirements as outlined in the installation manual.
- Prior to construction, contact Fernstone Associates if any deviations are noted between this plan and the site, or if construction changes are desired. Changes to leachfield placement and pump utilization must have construction approval. Changes in Septic Tank, House, Foundation Drain, and/or Well location require As-Built Design Plans be available at inspection.
- NHDES construction approvals expire 4 years from the date of issue.
- Unless otherwise noted there is no surface water, ledge, or very poorly drained soil within 75' of leaching field and no poorly drained soil within 50 feet.
- This design does not accommodate the use of a garbage disposal.



- MAINTENANCE**
 PROPER MAINTENANCE AND CARE ARE REQUIRED FOR SEPTIC SYSTEM TO FUNCTION PROPERLY. THE FOLLOWING ARE SOME ITEMS THAT MAY SHORTEN SYSTEM LIFE:
- SOME WATER SOFTENER/PURIFIERS
 - HOT TUBS
 - GARBAGE DISPOSAL UNITS
 - SOME CLEANERS
 - EXCESSIVE USE OF WATER
 - TOXIC CHEMICALS
- ** IMPROPER TANK MAINTENANCE-TANK SHOULD BE INSPECTED AT LEAST ONCE A YEAR AND CLEANED WHEN NECESSARY

INSTALLATION OF ADVANCED ENVIRO-SEPTIC SYSTEMS IS TO BE IN STRICT ACCORDANCE WITH THE AES DESIGN & INSTALLATION HANDBOOK FOR THE STATE OF NEW HAMPSHIRE.

- SEALANT TO BE USED IS PLASTIC CEMENT
- AES LINES TO BE LAID LEVEL
- SYSTEM MAY BE REPLACED IN SAME LOCATION IF NECESSARY
- DO NOT INSTALL SYSTEM ON FROZEN GROUND
- IF SYSTEM HAS AN EXISTING BUILDING, ALL INSIDE PLUMBING ELEVATIONS MUST BE CHECKED BEFORE INSTALLATION



Test Pit Report

Test Pit Number : 1
 Date : July 17, 2023
 Project Name : Gilmore
 Parent material : Glacial Till
 Vegetation : White Pine, Red Maple
 Depth to E.S.H.W.T. : 26 inches
 Depth to Restrictive Layer : 32 inches

Depth to Ob. Water : 46 inches
 Depth to Bedrock : none

Horizon #1
 0-5 inches, very dark grayish brown (10 YR 3/2) sandy loam;
 fine weak granular structure; friable

Horizon #2
 5-11 inches, yellowish brown (10 YR 5/6) sandy loam;
 fine weak granular structure; friable

Horizon #3
 11-22 inches, light olive brown (2.5 Y 5/6) sandy loam;
 fine weak granular structure; friable

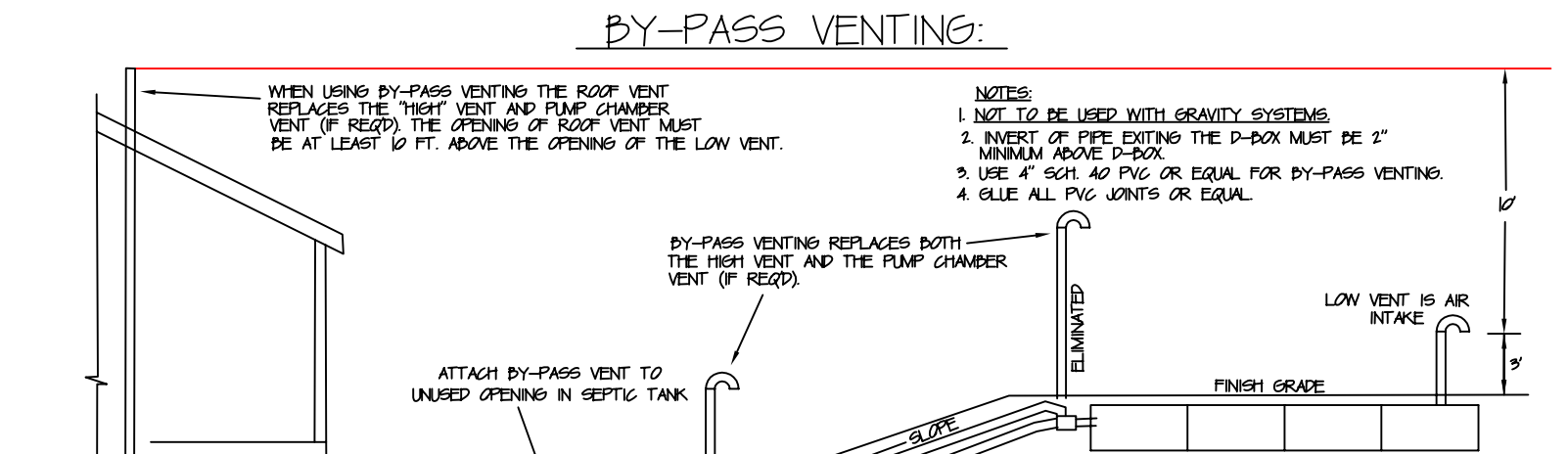
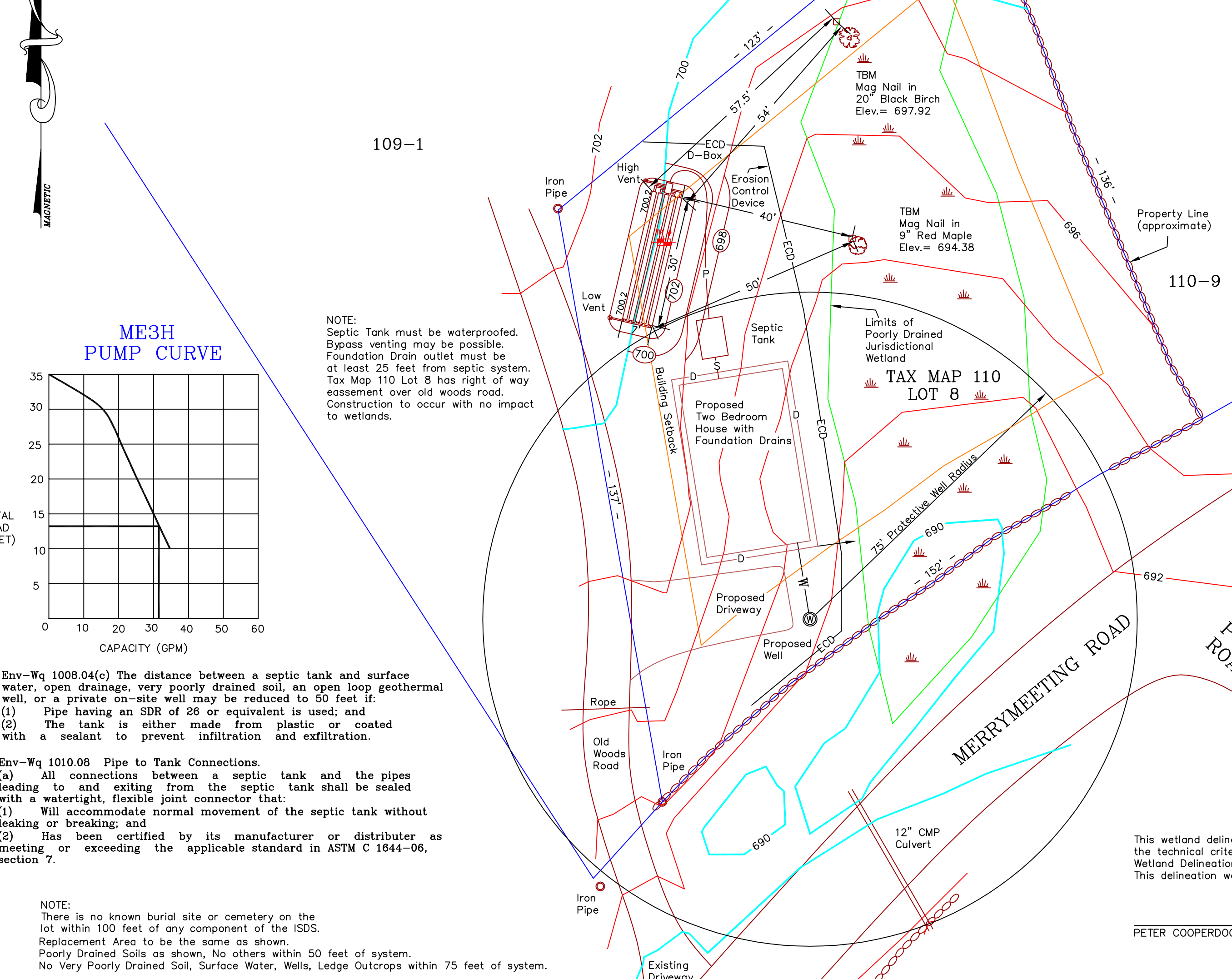
Horizon #4
 22-26 inches, light olive brown (2.5 Y 5/4) sandy loam;
 massive structure; friable

Horizon #5
 26-32 inches, light olive brown (2.5 Y 5/3) sandy loam;
 common medium prominent light brownish gray (2.5 Y 6/2) mottles;
 massive structure; friable

Horizon #6
 32-52 inches, light brownish gray (2.5 Y 6/2) sandy loam;
 massive structure; firm

Percolation Test:
 Depth of Hole: 26 inches
 Rate: 6 minutes/inch

SITE PLAN
 Scale: 1" = 20'
 LOT AREA = 16,725 SF



DOSE VOLUME: USE 3 DOSES/DAY : 300 GPD/ 3 DOSES/DAY = 100 GAL/DOSE
 PUMP RUNNING TIME: 100 GAL/DOSE/ 30 GAL/MIN = 3.3 MINUTES

PUMP CHAMBER CALCULATIONS:
 ON/OFF SETTINGS: 100 GAL/DOSE/ 81.5 GAL/VF = 1.25 VF = 15 INCHES

T.D.H. = $h_b + h_f + h_{fittings}$
 $h_b = 700.9' - 691.0' = 9.9$ FEET

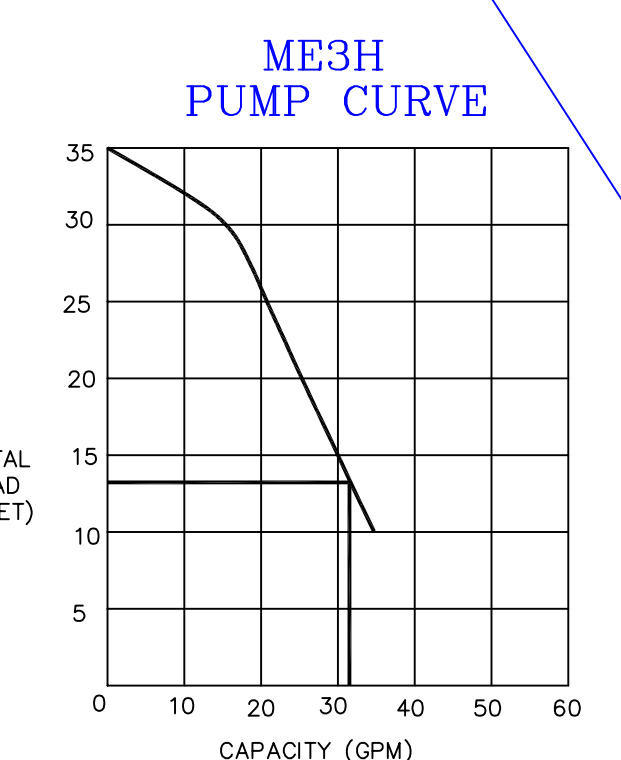
$h_f = L \left[\frac{3.55 (Q)}{150 (\phi)^{2.85}} \right]^{1.85} = 3.3' \oplus L = 45$ Feet
 $Q = 30$ Gal/Min
 $\phi = 1.5$ Inches

$h_{fittings} = h_f \cdot 0.2 = 0.7$ FEET
 T.D.H. = 13.9 FEET @ 30 GPM

USE PUMP Myers ME3H
 USE CONTROL PANEL
 WIRED FOR FLC SWITCHES

DIRECTIONS TO SITE:
 From the intersection with Routes 28 and Route 28A with the Old Wolfeboro Road, proceed on Old Wolfeboro Road for approximately 1.3 miles to Powder Mill Road on left. Follow Powder Mill Road for approximately 2.5 miles to the intersection with Merrymeeting Road. Turn left and follow Merrymeeting Road for one mile to site on left across from Meaders Point Road.

This septic system design assumes no responsibility for the property line data as shown on this plan. This data have been derived from available information such as deeds, property monuments location, and Town Tax Map information. The landowner is encouraged to have a survey conducted to determine the accuracy of the property lines.

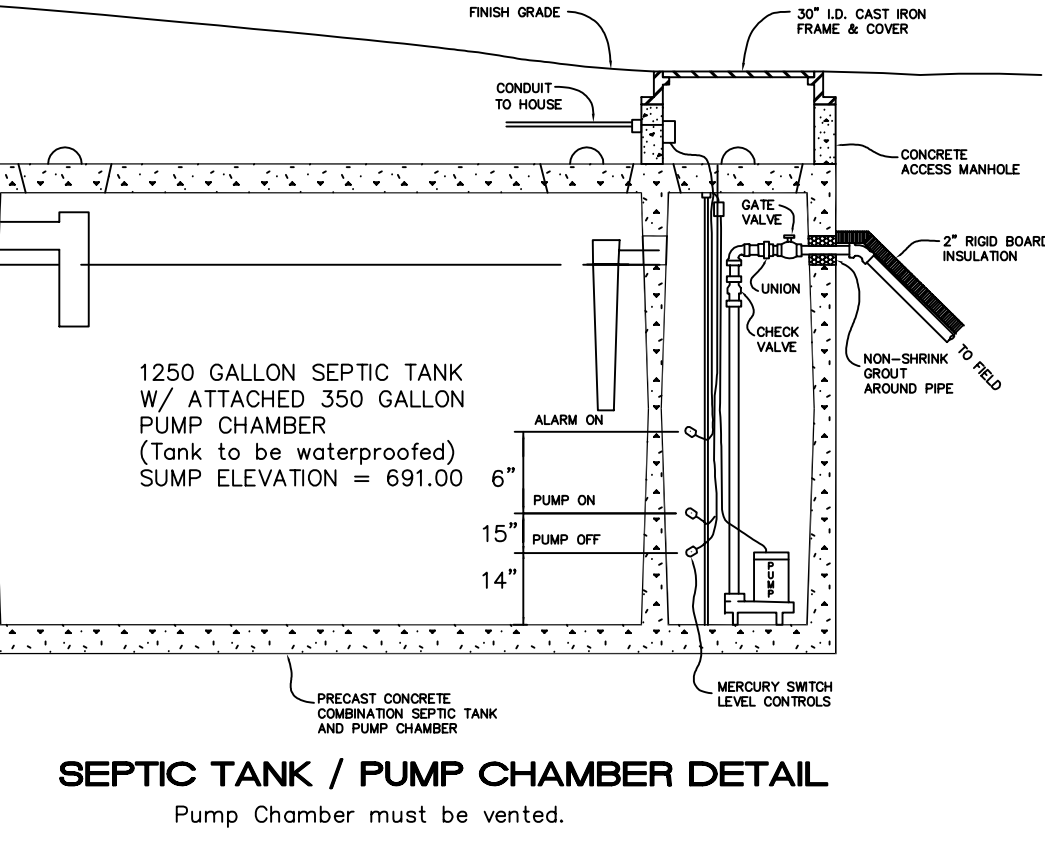


NOTE: Septic Tank must be waterproofed. Bypass venting may be possible. Foundation Drain outlet must be at least 25 feet from septic system. Tax Map 110 Lot 8 has right of way easement over old woods road. Construction to occur with no impact to wetlands.

- Env-Wq 1008.04(c) The distance between a septic tank and surface water, open drainage, very poorly drained soil, an open loop geothermal well, or a private on-site well may be reduced to 50 feet if:
- Pipe having an SDR of 26 or equivalent is used; and
 - The tank is either made from plastic or coated with a sealant to prevent infiltration and exfiltration.
- Env-Wq 1010.08 Pipe to Tank Connections.
- (a) All connections between a septic tank and the pipes leading to and exiting from the septic tank shall be sealed with a watertight, flexible joint connector that:
- Will accommodate normal movement of the septic tank without leaking or breaking; and
 - Has been certified by its manufacturer or distributor as meeting or exceeding the applicable standard in ASTM C 1644-06, section 7.

NOTE: There is no known burial site or cemetery on the lot within 100 feet of any component of the ISDS. Replacement Area to be the same as shown. Poorly Drained Soils as shown. No others within 50 feet of system. No Very Poorly Drained Soil, Surface Water, Wells, Ledge Outcrops within 75 feet of system.

PETER COOPERDOCK, CSS, CWS



SYMBOL	DESCRIPTION
GD	Gloucester extremely stony fine sandy loam, 8-25% slopes

STATE APPROVALS

SUBDIVISION STATUS

NAME:
 LOT:
 APPROVAL NO.:
 CONSTRUCTION STATUS

APPROVAL NO.:
 DATE:

LEGEND

- WET AREA
- UTILITY POLE
- IRON PIPE FOUND
- BOUND FOUND
- DRILL HOLE FOUND
- TEST PIT & PERC TEST
- PUMPLINE
- WATERLINE
- PROPERTY LINE
- LIMITS OF WET
- EXISTING CONTOURS
- PROPOSED CONTOURS

DATE: JULY 21, 2023

DESIGNED BY:
 Fernstone Associates
 Designers of Subsurface Disposal Systems
 Certified Soil Scientists
 360 Castine Road
 Castine, ME 04421
 603-323-7507

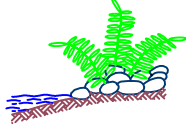
PLAN OF Subsurface Waste Disposal System FOR

JEFFREY GILMORE
 MERRYMEETING ROAD
 NEW DURHAM, NH
 TAX MAP 110 LOT 8

Wetlands **PETER COOPERDOCK, NHCSS, NHCWS**
 Soil Science
 NH Septic Systems **Director**
 Shoreland Permits
 Education

Fernstone Associates for the Natural Resources

360 Castine Road
 CASTINE, ME 04421
 peter@fernstoneassociates.com
 603-323-7507



This wetland delineation has been conducted according to the technical criteria outlined in the "Corps of Engineers Wetland Delineation Manual, Technical Report Y-87-1." This delineation was conducted during May 2023.

SITE PLAN
 Scale: 1" = 20'

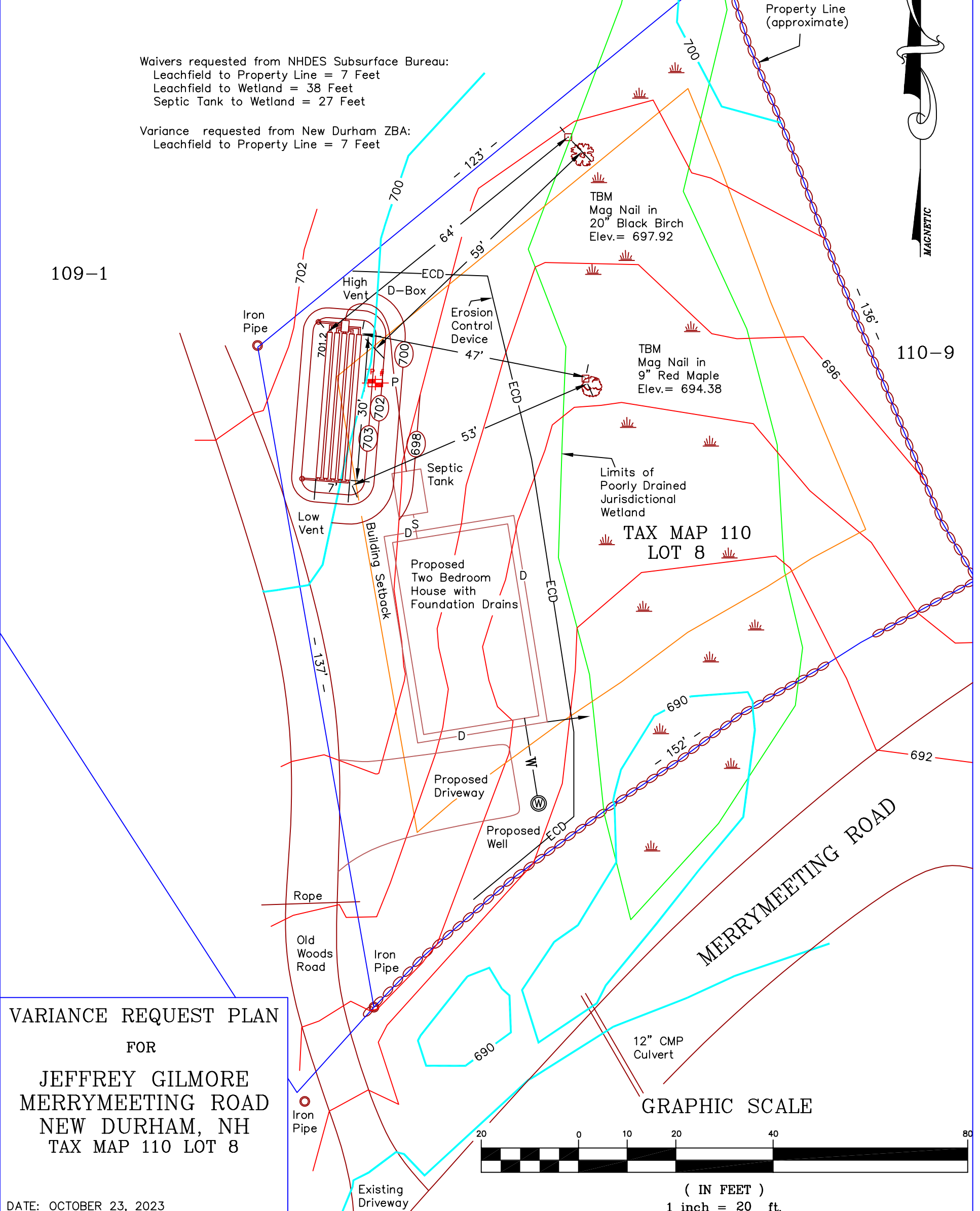
LOT AREA = 16,725 SF

PETER COOPERDOCK, CSS, CWS

Wetland Area is less than 7,250 SF

Waivers requested from NHDES Subsurface Bureau:
 Leachfield to Property Line = 7 Feet
 Leachfield to Wetland = 38 Feet
 Septic Tank to Wetland = 27 Feet

Variance requested from New Durham ZBA:
 Leachfield to Property Line = 7 Feet



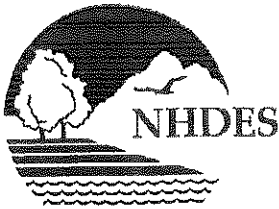
VARIANCE REQUEST PLAN
 FOR
JEFFREY GILMORE
MERRYMEETING ROAD
NEW DURHAM, NH
TAX MAP 110 LOT 8

DATE: OCTOBER 23, 2023

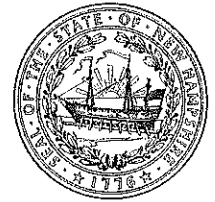
GRAPHIC SCALE



(IN FEET)
 1 inch = 20 ft.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

REQUEST FOR MORE INFORMATION

AUGUST 3, 2023

PETER COOPERDOCK
360 CASTINE RD
CASTINE ME 04421

RE: Subsurface Systems Bureau, Application for Approval of Individual Sewage Disposal System (RSA 485:A)
Work Number: 202303552
Subject Property: MERRYMEETING ROAD
NEW DURHAM NH 03855
TAX MAP: 110, TAX LOT: 8

Dear Applicant:

The New Hampshire Department of Environmental Services (NHDES) has reviewed the above referenced application and has determined that NHDES has insufficient information to approve the application. Additional information has been requested in accordance with RSA 485-A:31.

In order for NHDES to continue review of your application, please provide the following information:

1. Please maximize the setbacks to the wetland area (waivers to the property line can be granted and the proposed home orientation cannot dictate the ISDS component locations)

In accordance with Env-Wq 1004.01 (d), if NHDES does not receive a complete response to the above requested information including corrected plans and specifications as necessary, to incorporate additional information within 180 days of this letter, your request for a construction approval will be denied and discarded. If you need additional time to prepare your response, you may request a waiver to Env-Wq 1004.01 (d) by following the requirements of Env-Wq 1001.03.

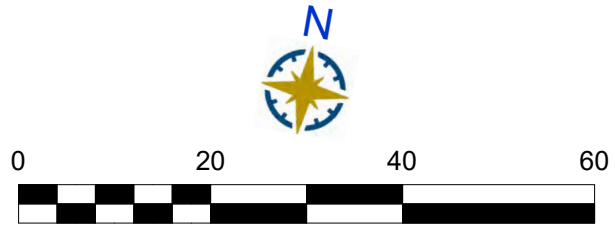
Please note, if this application is denied and discarded and you intend to proceed with the activity initially requested, a new application, complete with plans and fee must be submitted.

If you have any questions, please contact me at 603-271-2916 or travis.l.guest@des.nh.gov.

Sincerely,

Travis Guest
Subsurface Systems Bureau
Land Resources Management

cc: JEFFREY P GILMORE
HEALTH OFFICER



OWNER:
 CASSANDRA DECKMAN
 25 OAK LANE
 CARLISLE PA 17015
 TAX MAP: 110 LOT 8
 PARCEL SIZE: 0.38 ACRES
 ZONE: RESIDENTIAL/RECREATIONAL/AGRICULTURAL (RAR)
 OVERLAY DISTRICTS: STEEP SLOPE CONSERVATION

APPLICANT:
 JEFFREY AND ERIN GILMORE
 160 NORTHERN BLVD
 NEWBURYPORT MA 01950

PLANS PREPARED BY:
 CHANGING SEASONS ENGINEERING, PLLC
 STEPHANIE L. RICHARD, P.E.
 SUBSURFACE DESIGNER #1856

DESIGN NARRATIVE:
 THE PROPOSED PROJECT IS TO CONSTRUCT A 2-BEDROOM HOUSE, DRIVEWAY, WELL, SEPTIC SYSTEM, AND OTHER RELATED UTILITIES. NHDES SUBSURFACE APPROVAL IS PENDING.

IMPERVIOUS COVER CALCULATIONS WITHIN SHORELAND PROTECTION AREA

	EXISTING (SF)	PROPOSED (SF)	CHANGE (SF)
RESIDENCE	0	1,160	1,160
DRIVEWAY	0	610	610
TOTAL IMPERVIOUS	0	1,770	1,770
TOTAL BUILDINGS	0	1,160	1,160
TOTAL AREA	16,725	16,725	0
IMPERVIOUS COVERAGE	0%	10.6%	10.6%
BUILDING COVERAGE	0%	6.9%	6.9%

*PROPOSED IMPERVIOUS COVERAGE IS LESS THAN 20%

TOTAL DISTURBED AREA = 5,650 SF
 DISTURBANCE ON <15% SLOPES = 3,770 SF
 DISTURBANCE ON 15%-25% = 1,880 SF

- NOTES**
1. EROSION AND SILTATION CONTROL MEASURES SHALL: BE INSTALLED PRIOR TO THE START OF WORK; BE MAINTAINED THROUGHOUT THE PROJECT; AND REMAIN IN PLACE UNTIL ALL DISTURBED SURFACES ARE STABILIZED.
 2. EROSION AND SILTATION CONTROL SHALL BE APPROPRIATE TO THE SIZE AND NATURE OF THE PROJECT AND TO THE PHYSICAL CHARACTERISTICS OF THE SITE, INCLUDING SLOPE, SOIL TYPE, VEGETATIVE COVER, AND PROXIMITY TO WETLANDS OR SURFACE WATERS.
 3. NO PERSON UNDERTAKING ANY ACTIVITY IN THE PROTECTED SHORELAND SHALL CAUSE OR CONTRIBUTE TO, OR ALLOW THE ACTIVITY TO CAUSE OR CONTRIBUTE TO, ANY VIOLATION OF THE SURFACE WATER QUALITY STANDARDS.
 4. ANY FILL USED SHALL BE CLEAN SAND, GRAVEL, ROCK, OR OTHER SUITABLE MATERIAL.
 5. WHERE MECHANIZED EQUIPMENT WILL BE USED, ORANGE CONSTRUCTION FENCE SHALL: BE INSTALLED PRIOR TO THE START OF WORK AT THE LIMITS OF THE TEMPORARY IMPACT AREA AS SHOWN ON THE PLANS APPROVED AS PART OF A PERMIT OR ACCEPTED AS PART OF THE PERMIT BY NOTIFICATION; BE MAINTAINED THROUGHOUT THE PROJECT; AND REMAIN IN PLACE UNTIL ALL MECHANIZED EQUIPMENT HAS BEEN REMOVED FROM THE SITE.

REFERENCE PLAN
 VARIANCE REQUEST PLAN FOR JEFFREY GILMORE MERRYMEETING ROAD NEW DURHAM N TAX MAP 110 LOT 8, BY FERNSTONE ASSOCIATES FOR THE NATURAL RESOURCES, DATED OCTOBER 23, 2023

- LEGEND**
- 15%-25% SLOPES
 - APPROXIMATE PROPERTY LINE
 - EXISTING CONTOURS
 - SETBACKS
 - EXISTING STONEWALL
 - PROPOSED BUILDING
 - PROPOSED SEPTIC
 - FINISHED GRADE
 - EROSION CONTROL/CONSTRUCTION

TAX MAP 109 LOT 1
 DAVID C SHAGOURY
 PO BOX 117
 NEW DURHAM NH 03855

TAX MAP 110 LOT 9
 JAMES W AND SANDR T GRIGG
 PO BOX 208
 NEW DURHAM NH 03855

TAX MAP 110 LOT 8
 CASSANDRA DECKMAN
 25 OAK LANE DRIVE
 CARLISLE PA 17015
 LOT AREA = 16,725 SF

LIMIT OF POORLY DRAINED JURISDICTIONAL WETLAND

RIGHT OF WAY

MERRYMEETING ROAD

MEADERS POINT ROAD

MEADERS POINT ROAD

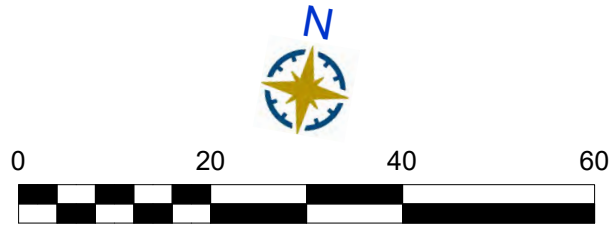
TAX MAP 110 LOT 13
 MEADERS POINT ROAD
 MERRYMEETING LAND HOLDINGS
 688 CHESTNUT ST
 MANCHESTER NH 03104



LOCUS (NO SCALE)

CHANGING SEASONS ENGINEERING PLLC
 68 Meaderboro Road
 New Durham, NH 03855
 changingseasonsengineering@gmail.com
 www.changingseasonsengineering.com
 Office: 603-859-0418
 Cell: 603-973-5068

JEFFREY AND ERIN GILMORE
 PROPOSED RESIDENTIAL IMPROVEMENTS
 ZONING VARIANCE APPLICATION
 MAP 110 LOT 8
 MERRYMEETING ROAD
 NEW DURHAM NH 03855
 PROPOSED RESIDENTIAL CONSTRUCTION
 EXISTING CONDITIONS PLAN
 DATE: 12/01/2023 SHEET 1 OF 2



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 PROPOSED RESIDENTIAL CONSTRUCTION
 PROPOSED CONDITIONS PLAN
 DATE: 12/01/2023 SHEET 2 OF 2

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