

85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885 603.772.4746 - JonesandBeach.com

May 26, 2021

Portsmouth Planning Board Attn: Dexter Legg 1 Junkins Avenue, Suite 3rd Floor Portsmouth, NH 03801

RE: Accessory Dwelling Unit Application 710 Middle Road, Portsmouth, NH Tax Map 232, Lot 46 JBE Project No. 21049

Dear Mr. Legg,

Jones & Beach Engineers, Inc., respectfully submits an Accessory Dwelling Unit Application on behalf of the applicant and owner, Andrew Harvey. The intent of this application is to a proposed garage with a second-floor apartment. This project is to served by public water, septic, electric and gas.

The following items are provided in support of this Application:

- 1. Completed Site Plan (submitted online).
- 2. CUP Criteria Narrative.
- 3. Wetland Delineation Letter.
- 4. Letter of Authorization.
- 5. Current Deed.
- 6. Abutters List and Three (3) Mailing Labels each.
- 7. Tax Map.
- 8. Photo Log.
- 9. Architectural Plans.
- 10. Stamped Boundary Plan.
- 11. Two (2) Full Size Plan Sets Folded.
- 12. One (1) Half Size Plan Sets Folded.

If you have any questions or need any additional information, please feel free to contact our office. Thank you very much for your time.

Very truly yours,

JONES & BEACH ENGINEERS, INC.

Erik Poulin, P.E. Project Manager

cc: Andrew Harvey (via email)

CONDITIONAL USE PERMIT APPLICATION OF ANDREW M. HARVEY

APPLICANT'S NARRATIVE

1. The Property

Andrew Harvey is the owner of 710 Middle Road in Portsmouth which is presently a single-family residence on a 20,409 square foot lot located in the SRB zone. The property is shown on Map 232 as Lot 46. The 2 ½ story home was constructed in approximately 1900.

2. The Proposal

The applicant wishes to construct a four-car garage with a detached accessory dwelling unit on the second floor above the garage and a first floor utility and laundry room.

Also on the second floor of the structure would be a 29' x 21' workshop which will not be accessible from the ADU.

The proposed ADU would consist of a kitchen, bath, one bedroom and a living room containing 749 square feet of living space. The second floor ADU would be accessed by a stairwell from the first floor utility/laundry room and a second means of access/egress would be via an exterior deck and stairwell located on the left (easterly) side of the structure.

The proposed structure would meet all setback requirements of the zoning ordinance, and the two structures combined would meet the lot coverage and open space requirements of the zoning ordinance. The parking requirements for the ADU and the single-family residence will also be met. The proposed structure will also meet the height requirements of the ordinance.

3. Criteria for the DADU

- 10.814.10. The proposed DADU will be on a lot that contains a single-family dwelling.
- 10.814.20. The proposed DADU conforms to all zoning regulations.
- <u>10.814.21</u>. The proposed DADU complies with lot area, setbacks, open space, lot coverage, off-street parking and building height.
 - 10.814,23. The proposed DADU structure meets principal building setbacks.
- 10.814.31. The single-family residence and proposed DADU will be owned by the applicant.

- 10.814.32. The applicant intends to occupy either the DADU or the single-family residence.
- 10.814.33. The applicant does not intend to use either the single-family residence or the DADU for any business.
- 10.814.51. The proposed DADU complies with the minimum lot area required for the SRB zone.
 - 10.814.52. The proposed DADU has one bedroom and is less than 750 square feet.
- <u>10.814.531</u>. The façade area of the proposed DADU is less than 40 percent of the combined façade area of the DADU and the single-family residence.
- 10.814.332. The proposed DADU structure height is less than that of the single-family residence.
 - 10.814.533. The two structures are intended to be architecturally consistent.
- <u>10.814.54</u>. The separation between the proposed DADU structure and the single-family residence is greater than 20 feet.
- 10.814.55. The proposed DADU front wall is set back behind the entire single-family dwelling.
 - 10.814.56. No part of the proposed DADU is within the front yard setback.

4. Conclusion

In conclusion, the Board should make the findings set forth in 10.814.60, that the proposed DADU meets the requirements necessary to grant the requested conditional use permit.

Date: May 24, 2021

Respectfully submitted,

Bernard W. Pelech, Esq. For Andrew M. Harvey

Letter of Authorization

I, Andrew Harvey, 710 Middle Road, Portsmouth, NH 03801, owner of property located in Portsmouth, NH, known as Tax Map 232, Lot 46, do hereby authorize Jones & Beach Engineers, Inc., PO Box 219, Stratham, NH, to act on my behalf concerning the previously-mentioned property. The parcel is located on 710 Middle Road in Portsmouth, NH.

I hereby appoint Jones & Beach Engineers, Inc., as my agent to act on my behalf in the review process, to include any required signatures.

Andrew Harvey

THE

Date

Rebacca S. McBeath
JUSTICE OF THE PEACE

State of New Hampshire
My Commission Expires 5/20/2025

Appeared byen m

JONES & BEACH PENGINEERS INC.



GOVE ENVIRONMENTAL SERVICES, INC.

March 19, 2021

Subject:

Wetland Delineation Report

710 Middle Road, Portsmouth, NH

Dear Erik Poulin.

Per your request, this letter is to verify that Gove Environmental Services, Inc., performed a site inspection to identify wetlands on 710 Middle Road in Portsmouth, NH. Wetlands were evaluated utilizing the following standards:

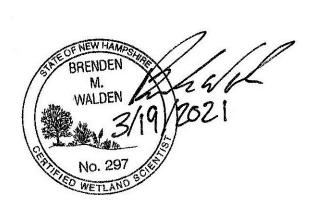
- 1. US Army Corps of Engineers Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Technical Report ERDC/EL TR-12-1 (January 2012).
- 2. Field Indicators for Identifying Hydric Soils in New England Version 4, June 2020. New England Hydric Soils Technical Committee.
- 3. US Army Corps of Engineers National Wetland Plant List, 2018.
- 4. Classification of Wetlands and Deepwater Habitats of the United States. USFW Manual FWS/OBS-79/31 (1979).

Brenden Walden performed the site inspection on March 18th, 2021. After review of the site using the standards above it was determined there were no areas that met the characteristics needed to qualify as a wetland on site.

This concludes the wetland delineation report. If I can be of further assistance, please feel free to contact me at (603) 778-0644.

Sincerely,

Brenden Walden Business Manager & Wetland Scientist Gove Environmental Services, Inc.





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Photo Log

Photo #1: Property Looking North

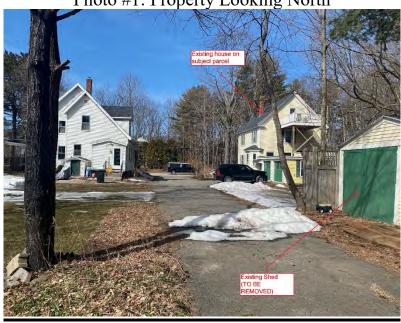


Photo #2: Proposed Building Pad Area



Photo #3: Property Looking South



Photo #4: Tax Map 232 Lot 45 (Chase Home for Children)

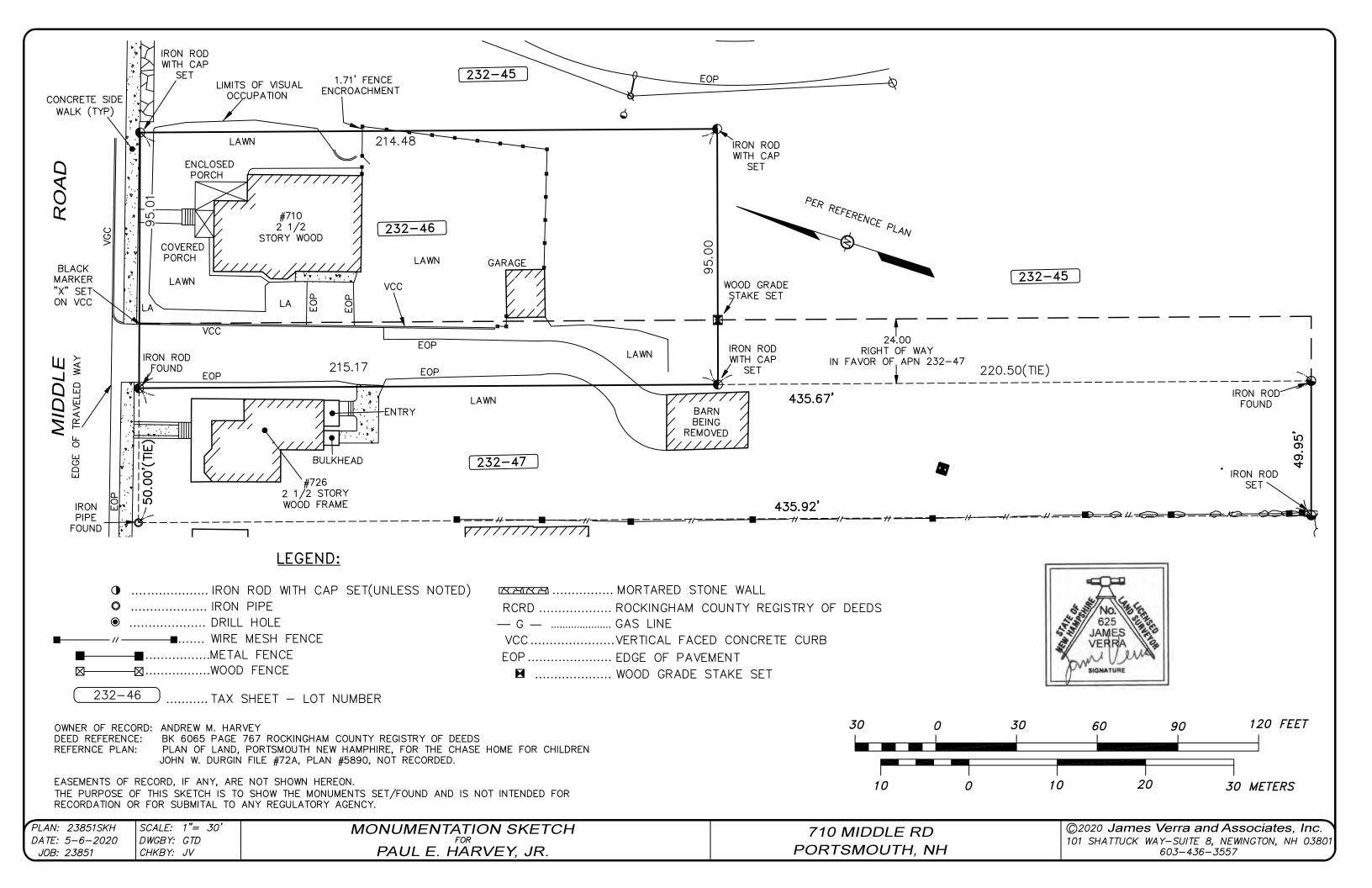




Photo #5: Tax Map 232 Lot 47 (726 Middle Road)

Google







85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885 603.772.4746 - JonesandBeach.com

June 3, 2021

Portsmouth Planning Board Attn: Dexter Legg 1 Junkins Avenue, Suite 3rd Floor Portsmouth, NH 03801

RE: Response Letter
710 Middle Road, Portsmouth, NH
Tax Map 232, Lot 46
JBE Project No. 21049

Dear Mr. Legg.

We are in receipt of comments from Vincent Hayes dated May 27, 2021. Review comments are listed below with our responses in bold.

1. The lot has 95' of frontage where 100' is required. This project is ineligible for an ADU unless you can demonstrate the lot existed prior to 1966 per Section 10.312 of the Zoning Ordinance or a variance is secured.

RESPONSE: I have attached several deeds for the property which states that the property has been in its current configuration since prior to 1966.

2. The proposed building coverage is approximately 20.37% where 20% is the minimum. RESPONSE: I have provided a break down of the existing and proposed building coverage area below, which indicates that the proposed building coverage is below the required 20% minimum.

	Building Coverage Table	
	Existing Condition	Proposed Condition
Main Structure	1,875 sq.ft.	1,680 sq.ft.
Enclosed Porch	232 sq.ft.	
Deck and Stairs		266 sq.ft.
Shed (To Be Removed)	254 sq.ft.	·
Total Existing to Remain	2,107 sq.ft.	
Total Proposed	•	1,946 sq.ft.
Total Building Area Post Condition	4,053 sq.ft.	
Lot Area	20,409 sq.ft.	
Building Coverage	19.9 %	

3. I noted there is a driveway easement on this property and some site work (i.e. 559 sq ft driveway apron, grading) is set to occur within the easement area. Are there any conditions of the easement that would restrict these changes? We may want to include the easement to clarify.

RESPONSE: I have attached the deed documents which describe the existing easement. The current easement does not restrict the improvements which we are proposing.

4. I understand the applicant has noted no business will be conducted within the single-family home or ADU, but please clarify whether a business will be conducted within the 4 car garage and or workspace above.

RESPONSE: No business is being proposed within the DADU. The remaining area not designated as the ADU apartment is to be used for the benefit of the property as a whole.

5. Section 10.814.53 states a DADU shall be clearly subordinate to the principal single-family home in scale, height and appearance. As such, we'll need to know the height of the existing single-family home and DADU (please measure height by how height is defined by the Zoning Ordinance, Article 15). Also, we'll need clarification to the Planning Board how the DADU is subordinate in appearance when the footprint of both the DADU and single-family home are similar in size. Lastly, we'll need to know the exact percentage of the façade area of the DADU per Section 10.814.53 of the Zoning Ordinance.

RESPONSE: The building height, as defined by the Zoning Ordinance, has been updated on the proposed site plan (see attached). I have also provided a table of the information requested below. The information provided below indicates the proposed ADU does not exceed the existing structure in height, footprint, and Façade area.

	DADU Information	
	Existing	Proposed
Building Height	27.61'	27.16′
Building Footprint	2,107 sq. ft.	1,946 sq. ft.
Facade	902 sq. ft.	536 sq. ft. (ADU)
ADU Façade Percentage	62.7%	37.3%

Included with this response letter are the following:

- 1. One (1) Deed Research Package
- 2. One (1) Updated Site Plan
- 3. One (1) Updated Architectural Plans

Thank you very much for your time.

Very truly yours,

JONES & BEACH ENGINEERS, INC.

Erik Poulin, P.E. Project Manager

cc: Andrew Harvey (via email)



Book 0622 Page 0322 Know all Men by these Presents, Chat I seph O, Fam of Portsmouth in the Counti Tockinghand Hampshite Lann For and in consideration of the sum of one dollar to me in hand before the delivery hereof, well and truly paid by George L. Clough Delivered to) the receipt whereof of do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said heirs and assigns forever, bounded and described as Starting from a stake on middle thence Woad, so ealled and the land of treman more or less to running Easterly along land said grantor 50 feet make or less to land in said grantor to Fred L. there running northerly of Raid Gred L. Ham 435 middle Road, thence mesterly along Middle Road 50 feet less to point started the said grantee is to mainta and keep a proper ferme around the "foresaid parcel of land this day granted to him, by this deed of said ignorator, To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging to him the said Jeange & Cough heirs and assigns, to he and their only proper use and benefit forever. And said Joseph O, Jann and my heirs, executors a said faceful of Jeann and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said feature L. Clough and tak heirs and assigns, that until the delivery hereof Jam the lawful owner of the said premises, and ann seized and possessed hereof in mown right in fee simple; and have of the said premises, and am seized and possessed near an anner aforesaid; that the said premises are full power and lear from all and every incumbrance whatsoever; and that and myheirs, executors and administrators, shall and will warrant and defend the same to the said "George L. Clough and heirs and assigns, against the lawful claims and demands of any person or persons whomsoever. And I, Alex M. Horn wife of the said Joseph O. Horn in consideration of aforesaid, do hereby relinquish my right of dower in the before, mentioned premises. And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale execution, and such other rights whatsocape is, said requires, and in peak and expert just therefore, as four family Homestead, us reserved or secured to us, or either of us, by the Statute of the State or New Hampine, passed with the Statute of New Hampine, passed with the Statute or Statute or Statute or Statute or Statutes of said State. In witness whereof, have hereunto set awhands and seals this tenth day of Leptember in the year of our Lord 1906. SIGNED, SEALED, AND DELIVERED IN PRESENCE OF US:

Larah M. Bigelow | Joseph O. Ham (#3) Diese of New Hampshire, Bookingham, ss.

Personally appeared the above-named Loseph O. Harm and Ellen m. Starr and acknowledged the foregoing instrument to be their voluntary act and deed. Before me, Samuel W. Emery Justice of the Peace. Received and recorded Mar 2/10 am. 1907 William

Then fendowailey appeared the within named Harry W. Triefe- and accept the Shaw, tresident and Treaseerer, respectively, of stee paid Wentworth Hotel bow pany, a corporation organized under etre laws of etre State of Marie, and acknowledged stee foregoing in strument I he elie voluntare act and deed of Raid corporation, before me,

(M. P. Seal.)

Harry a. Walters. Wolie. My levumistion Efficies fan. 21, 1916 Ut a Receial meeting of slie stockholders of stee Weelworte Motel leanpany, a corporation organized under stee law of stee State of Maine, sluly called for the furpage, and deed at Bute, in the fearity of Saggodaliac, and State of Marie, on the fifth day of September, a. S. 1911, elte foregoing appeignment of leake having been read and confidered, etre following yole was payhed:-Walted, That Harry W! Vreight, elie Vre federt, and albert

H. Slaw etre headurer, are bereby auctionized and instructed L'efecule, asper avoledge and deliver, in elie name and tehalf of the leorporation, ette askignment of elec lease ulice has full-been read.

(lenprale deal.) beleek of stie Wentevoule Holet leone pany.

Received and Recorded Sept. 7- 4 P. M. 1911. John With here Register

In denteure of cen agree ment. Ham Ham Dec. L. T. H. Sines by

mael.

"his budenture made and concluded, this first day of July a. D. 1911 by and Noticean lessen III, Ham of else first-part and Fred A. Ham of etre Second part book of Portsmouth in else learnity of Rockingham and State of Hew Hampshire Witnespects, That in consideration of ette covenants and a greement bereinafter contained on the part of she Raid Fred L. Ham I be kept and performed elie Raid beleen W. Ham doet Cereby give mant and convey to stee Raid Fred h. Ham his herit and affiguet a right of way in common with the Raid below her heir and affigur twenty four feet wide in over and upon land of the Raid decen Il. Have setuate in Midale Koad in Raid Volken outle and adjoining land of Raid Fred L. Ham and appurtenant etierelo. Waid right of way I eftend from Raid Middle Road Southerly else file length of kaid Fred L. Hamp lot and the Westerly line of paix way is the division line between etre land of Raid Recen and the land of Raise Fred. Said been Dr. Ham for her feel and for her heing executors and administrators does treredy coveriant and agree I and

with stee Raid Fred L. Ham hit heit and askigus. etiat Rice and etter and their affigut Rhael and well forever Reep and maintain that part of said Way Uging beteveen Raid (Toad and her gaterbay distant about fifty feet Southerly from edid Road. This convergence is made upon etie express soudilion stat Raid way Rhael the used by Raid Fred L. Ham his heist and assigns for no purpose other etan ete frassage of vehicles animalf and free fout on foot and stat neither be nor trip theirs or assignes shall succenter the Rame in any way force. And any breach of etics condition by said Fred L. Ham but heig along as Jegut Shall diceft lien and them of all rights in the fremites and Raid been her heins or aske gus may ettereupon ente upon Raid premised and such entry by her or them shall forever bar said Fred this heirs or assigns from further right tecke Raid framipes at feely as I still conveyance had not been made. Provided however that etiex Rhall not be construed I affect the right of Raid Fred I have in Raid way certain stone how there for the furpose of building a foundation under his fare. To have area & Trold Raid granted foremised to him stee Raid Fred L. Have and ties heist and appigus forever. Und the Raid Fred L. Ham for hein feel and for his heis and appears in confederation of the afore said conveyance does upieby covere out and begins to and with the said telder SH. Ham ber being and appegent cliat be and etter will forever maintain paid right of way from Raid gateway Southerly it & feel length stidt recities he nor strey chase or wice encenn We else Rame nor Rubject it to any use or freepope four stran af he and steely liave right I do under elle termis of elee couveyance ofocesaid and chat any breach by heir les heirs or assigns of etre conditions of Raid course ame please work be for feiture of all rights under stee Rame and ethereupon said teller or her heirs or assigns may sule upon stee Raid fremided and Ruch outry by her or etern chase direct lim etre paid Fred Vliet heist and appigus of all rights in the fremises at fully and completely at if etist conveyance trad never been made. In Witness Whereof Raid Carties Franc hereunts got stren hand and kealf stre day and year firstabove wretten. Ellen M. Ham (LS)

272 434.

Book 0868 Page 0434

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me, Chester T. Woodbury

Justice of the Peace

Received and Recorded June 17. 2:20 P.M.1931.

John W. a. Green Register

Executors Deed

Know All Men By These Presents,

Hill

to

Prochl Mail to That I, Katharine Sweetser Hill of Portsmouth in the County of Rockingham and State of

New Hampshire, sole acting executrix of the last Will and Testament of Ellen M. Ham, late of said Portsmouth, deceased, Lestate, by virtue of the authority to me given by a license from the Honorable Richard E. Shute, Judge of Frobate within and for said County S & Waldron of Rockingham, to sell and convey the real estate of the said Ellen M. Ham for and in consideration of the sum of One dollar and other valuable consideration to me in hand before the delivery hereof well and truly paid by Edward J. Prochl of said Portsmouth, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Prochl, his heirs and assigns, the following described real estate, which was the property of the said Ellen M. Ham situated in said Portsmouth and bounded as follows:

> A certain lot or parcel of land with the buildings thereon situate on the Southerly side of Middle Road, so-called, in said Fortsmouth beginning at a point on said Middle Road on the Easterly line dividing the tract herein conveyed from land belonging to the Chase Home for Children and running Westerly by said Middle Road ninety-five (95) feet, more or less, to land belonging to one Everett Averhill; thence running Southerly by said Averhill land two hundred and fifteen (215) feet, more or less; thence Easterky by other land of the estate of Ellen M. Ham to land of the Chase Home for Children; thence Northerly by land of the Chase Home for Children two hundred and fifteen (215) feet, more or less, to Middle Road and the point begun at. This conveyance is made subject to a certain right of way in and over the above described parcel of land, a description of which right of way is contained in a certain indenture dated July 1, 1911, by and between Ellen M. Ham and Fred L. Ham, a copy of which is hereto attached and by thes reference made a part hereof. To Have and To Hold the above granted premises unto the said Edward J. Prochl and his heirs and assigns forever. And I, the said Katharine Sweetser Hill, in my said capacity, do hereby covenant to and with the said Edward J. Prochl, his heirs and assigns that I am the lawful executrix of the last Will and Testament of the said Ellen M. Ham; that I have power by virtue of said license from said Richard E. Shute, Judge of Probate, to sell as aforesaid and that in making this conveyance I have in all respects, acted in pursuance of the authority granted by said licensed.

In Witness Whereof I have hereunto set my hand and seal, this twenty-eighth day of May in the year of our Lord 1931.

Signed, sealed and delivered in the presence of:

Jeremy R. Waldron

Katharine Sweetser Hill (L.S.) Executrix of the last will testament of Ellen M. Ham the last will and

State of New Hampshire, Rockingham SS. May 28th, A.D.1931.

Pershally appeared the above named Katharine Sweetser Hill in her said capacity and acknowledged the foregoing to be her voluntary act and deed. Before me.

> Jeremy R. Waldron Justice of the Peace

This Indenture made and concluded this first day of July A.D.1911 by and between Ellen M. Ham of the first part and Fred L. Ham of the second part both of Portsmouth in the County of Rockingham and State of New Hampshire, Witnesseth That in consideration of the covenants and agreements hereinafter contained on the part of the said Fred L. Ham to be kept and performed the said Ellen M. Ham does hereby give, grant and convey to the said Fred L. Ham

his heirs and assigns a right of way in common with the said Ellen her heirs and assigns twenty-four feet wide in over and upon land of the said Ellen M. Ham situate in Middle

Road in said Portsmouth and adjoining land of said Fred L. Ham and appurtenant thereto. Said said Fred L. Ham lot and the Westerly line of said way is the right of way to extend from said Middle Road Southerly the full length of division line between the land of said Ellen and the land of said Fred. Said Ellen M. Ham for herself and for her heirs, executors, administrators does hereby covenant and agree to and with the said Fred L. Ham, his heirs and assigns that she and they and their assigns shall and will forever keep and maintain that part of said way lying between said Road and her gate way distant about fifty feet Southerly from said Road. This conveyance is made upon the express condition that said way shall be used by said Fred L. Ham, his heirs and assigns, for no purpose other than the passage of vehicles, animals and persons on foot and that neither he or his heirs or assigns shall engumber the same in any way soever. And any breach of this condition by said Fred L. Ham, his heirs or assigns shall divest him and them of all rights in the premises and said Ellen her heirs or assigns may thereupon enter said premises and such entry by her or them shall forever bar said Fred his heirs or assigns from further right to use said premises as fally as if this conveyance had not been made. Provided however that this shall not be construed to affect the right of said Fred to have in said way certain stone now there for the purpose of building a goundation under his barn. To Have and to Hold said granged premises to him the said Fred L. Ham and his heirs and assigns forever. And the said Fred L. Ham for himself and for his heirs and assigns in consideration of the aforesaid conveyance does hereby covenant and agree to and with the said Ellen M. Ham and her heirs and assigns that he and they will forever maintain said right of way from said gateway Southerly its full length that neither he nor they shall or will encumber the same nor subject it to any use or purpose scever than as he and they have right to do under the terms of the conveyance aforesaid, and that any breach by him, his heirs or assigns of the conditions of said conveyance shall work a forfeiture of all rights under the same and thereupon. Said Ellen or her heirs or assigns may enter upon the said premises and such entry by her or them shall divest him the said Fred his heirs and assigns of all right in the premises as fully and completely as if this conveyance had never been made.

In Witness Whereof said parties have hereunto set their hands and seals this day and year first above written.

Witnesses

Amenda Pickering E.M.H.

Ellen M. Ham

Thomas H. Simes F: M: H: Fred L. Ham

A. S. Rundlett F.L.H.

State of New Hampshire, Rockingham SS. July 12, 1911.

Personally appeared Ellen M. Ham and Fred L. Ham and acknowledged the foregoing and within to be their free act and deed. Before me,

T.H.Simes

Justice of the Peace

Received and Recorded June 4, 9:10 A.M.1931.

John W. a. Green Register

Know All Men By These Presents,

That I, Grove C. MacIntyre, of Portsmouth, County of Rockingham, State of New Hampshire for and in consideration of the sum of One Thousand Dollars (\$1,000.00) to me in hand, before the delivery hereof, well and truly paid by Charles W. Carkin of said Portsmouth, the Mail to receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said

Mortgage MacIntyre

to

Dixdeorge



Warranty Deed

KNOW EVERYONE BY THESE PRESENTS: That Robert E. Sevigny, a single person of 710 Middle Road, Portsmouth, County of Rockingham, State of New Hampshire, for consideration, grants to Robert E. Sevigny, Trustee of the Robert Sevigny Revocable Trust, under declaration of trust dated May 15, 2001, of 710 Middle Road, Portsmouth, County of Rockingham, State of New Hampshire with WARRANTY COVENANTS:

A certain lot or parcel of land with the buildings thereon, situate on the Southerly side of Middle Road, so-called, Portsmouth, County of Rockingham and State of New Hampshire, beginning at a point on said Middle Road on the Easterly line dividing the tract herein conveyed from land belonging to the Chase Home for Children and running Westerly by said Middle Road ninety-five (95) feet, more or less, to land now or formerly belonging to one Everett Averhill; thence running Southerly by said Averhill land two hundred and fifteen (215) feet, more or less; thence Easterly by other land of the estate now or formerly of Ellen M. Ham to land of the Chase Home for Children, thence Northerly by land of the Chase Home for Children two hundred and fifteen (215) feet, more or less, to Middle Road and the point begun at.

This conveyance is made subject to a certain right of way in and over the above described parcel of land, a description of which right of way is contained in a certain indenture dated July 1, 1911 by and between Ellen M. Ham and Fred L. Ham, a copy of which is attached to the deed of Katherine Sweetser Hill as executrix of the Last Will and Testament of Ellen M. Ham, by virtue of a license from the Judge of the Probate Court for Rockingham County, State of New Hampshire, to Edward J. Proehl dated May 28, 1931 and recorded in the Rockingham County Registry of Deeds in Book 868, Page 434.

Meaning and intending to describe and convey the same property conveyed to the Grantor by deed of Marianne J. Bernard dated February 24, 1999 and recorded in the Rockingham County Registry of Deeds Book 3370, page 2335.

The grantor releases all rights of homestead and other interests in the premises.

Max /22, 2001

STATE OF NEW HAMPSHIRE

ROCKINGHAM COUNTY, SS

Personally appeared Robert E. Sevigny, known to me, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose contained,

Before me

Date: May 22, 200

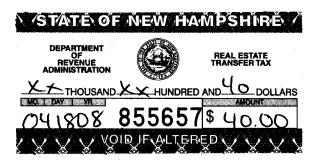


KATE CATALANO NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Apr. 7, 2004 NR APR 18 AM 10: 43

 ∞

ROCK!NGHAM COUNTY REGISTRY OF DEEDS

Please Return To'.
Robert Sevigny
710 kniddle Rd.
Poltsmaith, NH 03201



WARRANTY DEED

KNOW EVERYONE BY THESE PRESENTS: That Robert Sevigny, a single person, Trustee of the Robert Sevigny Revocable Trust dated May 15, 2001, of 710 Middle Road, Portsmouth, County of Rockingham, State of New Hampshire, for consideration, grants to Robert Sevigny, a single person, Trustee of the Sevigny Family Revocable Trust, under declaration of trust dated April 10, 2008, of 710 Middle Road, Portsmouth, County of Rockingham, State of New Hampshire with WARRANTY COVENANTS:

A certain lot or parcel of land with the buildings thereon, situate on the Southerly side of Middle Road, so-called, Portsmouth, County of Rockingham and State of New Hampshire, beginning at a point on said Middle Road on the Easterly line dividing the tract herein conveyed from land belonging to the Chase Home for Children and running Westerly by said Middle Road ninety-five (95) feet, more or less, to land now or formerly belonging to one Everett Averhill; thence running Southerly by said Averhill land two hundred and fifteen (215) feet, more or less; thence Easterly by other land of the estate now or formerly of Ellen M. Ham to land of the Chase Home for Children, thence Northerly by land of the Chase Home for Children two hundred and fifteen (215) feet, more or less, to Middle Road and the point begun at.

This conveyance is made subject to a certain right of way in and over the above described parcel of land, a description of which right of way is contained in a certain indenture dated July 1, 1911 by and between Ellen M. Ham and Fred L. Ham, a copy of which is attached to the deed of Katherine Sweetser Hill as executrix of the Last Will and Testament of Ellen M. Ham, by virtue of a license from the Judge of the Probate Court for Rockingham County, State of New Hampshire, to Edward J. Proehl dated May 28, 1931 and recorded in the Rockingham County Registry of Deeds in Book 868, Page 434.

Meaning and intending to describe and convey the same property conveyed to the Grantor by deed of Robert E. Sevigny dated May 22, 2001 and recorded in the Rockingham County Registry of Deeds Book 3585, page 1922.

This transaction is for estall planning purposes.

The grantor releases all rights of homestead and other interests in the premises.

April 10, 2008

Robert Sevigny, Trustee

of The Robert Sevigny Revocable Trust

STATE OF NEW HAMPSHIRE

ROCKINGHAM COUNTY, SS

Personally appeared Robert Sevigny, Trustee of the Robert Sevigny Revocable Trust, known to me, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose contained, Before me

Date: April 10, 2008

Notary Public



Book: 6065 Page: 767



19052523 12/11/2019 08:13:58 AM Book 6065 Page 767 Page 1 of 2 Register of Deeds, Rockingham County

LCHIP ROA474228 25.00
TRANSFER TAX RO093553 8,475.00
RECORDING 14.00
SURCHARGE 2.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That I, Robert E. Sevigny, unmarried and as Trustee of the Sevigny Family Revocable Trust, u/d/t dated April 10, 2008 with a mailing address of PO Box 930, City of Portsmouth, County of Rockingham and State of New Hampshire 03801, for consideration paid grant(s) to Andrew M. Harvey, unmarried of 3 Simonds, City of Portsmouth, County of Rockingham, and State of New Hampshire 03801 with WARRANTY COVENANTS:

A certain lot or parcel of land with the buildings thereon, situate on the Southerly side of Middle Road, so-called, Portsmouth, County of Rockingham and State of New Hampshire, beginning at a point on said Middle Road on the Easterly line dividing the tract herein conveyed from land belonging to the Chase Home for Children and running Westerly by said Middle Road ninety-five (95) feet, more or less, to land now or formerly belonging to one Everett Averhill; thence running Southerly by said Averhill land two hundred and fifteen (215) feet, more or less; thence Easterly by other land of the estate now or formerly of Ellen M. Ham to land of the Chase Home for Children, thence northerly by land of the Chase Home for Children two hundred and fifteen (215) feet, more or less, to Middle Road and the point begun at.

This conveyance is made subject to a certain right of way in and over the above described parcel of land, a description of which right of way is contained in a certain indenture dated July 1, 1911 by and between Ellen M. Ham and Fred L. Ham, a copy of which is attached to the deed of Katherine Sweetser Hill as executrix of the Last Will and Testament of Ellen M. Ham, by virtue of a license from the Judge of the Probate Court for Rockingham County, State of New Hampshire, to Edward J. Proehl dated May 28, 1931 and recorded in the Rockingham County Registry of Deeds in Book 868, Page 434.

Meaning and intending to describe and convey the same premises conveyed to Robert E. Sevigny, Trustee of the Sevigny Family Revocable Trust from Robert E. Sevigny, Trustee of the Robert Sevigny Revocable Trust by virtue of a deed dated April 10, 2008 and recorded on April 18, 2008 in the Rockingham County Registry of Deeds at Book 4908, Page 767.

This is not homestead property of the grantor.

RE: 2019-1152

Book: 6065 Page: 768

The undersigned Robert E. Sevigny, Trustee of the **Sevigny Family Revocable Trust** Under The Trust Agreement Dated April 10, 2008 hereby states pursuant to RSA 564-A:7, that said Trustee has full and absolute power in said Trust Agreement to sell, exchange, purchase, acquire, mortgage, refinance, encumber, discharge mortgages and pledge certain real estate situated at 710 Middle Road, Portsmouth, NH 03801 and no third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the proceeds paid for any conveyance.

Robert E. Sevigny, Trustee of the Sevigny Family Revocable Trust is duly authorized to execute such documents as may be necessary to complete the closing of said property and certifies that the trust is in full force and effect, that they are empowered to act as sole trustees on the date of this certificate, and that the trust has not been revoked or amended.

The Trustee further certifies that the undersigned is the sole Trustee of said Trust; that said Declaration of Trust has not been amended or revoked; that no successor Trustee has been appointed and that the undersigned has received all written authorizations from beneficiaries, if any, required by the terms of said Trust.

Executed this 11th day of December, 2019.

Sevigny Family Revocable Trust

obert E. Sevigny/Trustee

State of New Hampshire County of Rockingham

Then personally appeared before me on this 11th day of December, 2019, the said Robert E. Sevigny, Trustee of the Sevigny Family Revocable Trust and acknowledged the foregoing to be his voluntary act and deed.

ELIZABETH A. MOREAU Notary Public-New Hampshire My Commission Expires May 01, 2024

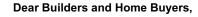
Notary Public/Justice of the Peace Commission expiration: 5112024

RE: 2019-1152

793.500.v19 (6/7/2021)

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In addition to our Terms and Conditions (the "Terms"), please be aware of the following:

This design may not yet have Construction Drawings (as defined in the Terms), and is, therefore, only available as a Design Drawing (as defined in the Terms and together with Construction Drawings, "Drawings'). It is possible that during the conversion of a Design Drawing to a final Construction Drawing, changes may be necessary including, but not limited to, dimensional changes. Please see Plan Data Explained on www.ArtformHomePlans.com to understand room sizes, dimensions and other data provided. We are not responsible for typographical errors.

Artform Home Plans ("Artform") requires that our Drawings be built substantially as designed. Artform will not be obligated by or liable for use of this design with markups as part of any builder agreement. While we attempt to accommodate where possible and reasonable, and where the changes do not denigrate our design, any and all changes to Drawings must be approved in writing by Artform. It is recommended that you have your Drawing updated by Artform prior to attaching any Drawing to any builder agreement. Artform shall not be responsible for the misuse of or unauthorized alterations to any of its Drawings.

Facade Changes:

- To maintain design integrity, we pay particular attention to features on the front facade, including but not limited to door surrounds, window casings, finished porch column sizes, and roof friezes. While we may allow builders to add their own flare to aesthetic elements, we don't allow our designs to be stripped of critical details. Any such alterations require the express written consent of Artform.
- Increasing ceiling heights usually requires adjustments to window sizes and other exterior elements.

Floor plan layout and/or Structural Changes:

- Structural changes always require the express written consent of Artform
- If you wish to move or remove walls or structural elements (such as removal of posts, increases in house size, ceiling height changes, addition of dormers, etc), please do not assume it can be done without other additional changes (even if the builder or lumber yard says you can).



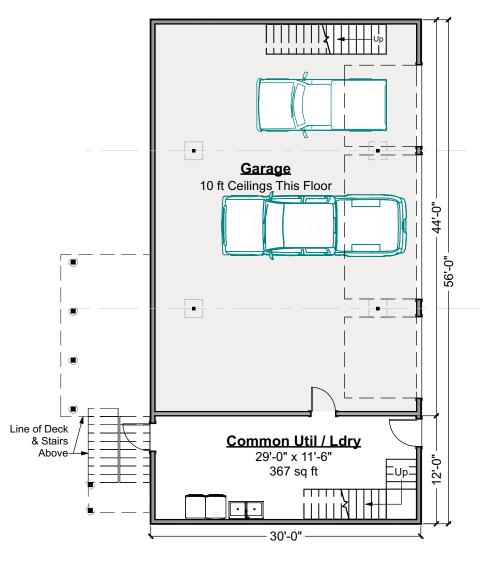
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First Floor Plan

Scale: 3/32" = 1'-0"

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30'-0" **Workshop Area this** Floor: 718 sq ft 8 ft Ceilings This Floor Workshop 29'-0" x 21'-0" **Apartment Living Area this** Floor (Orange Fill): 749 sq ft (Calculated to interior face of exterior or common walls) 10'-0" Living 14'-0" x 16'-1" **Bedroom Deck** 12'-4" x 15'-1" Pull down ladder Island 8'-3" x Stairwell Kitchen Open to Below 12'-3" x 13'<u>-</u>8"

Second Floor Plan

Scale: 3/32" = 1'-0"

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Storage 29'-0" x 21'-4" Ceiling changes from sloped to flat, typ. Storage / **Mech** 29'-0" x 27'-8"

Storage Area this Floor: 1629 sq ft 8 ft Ceilings

Third Floor Plan

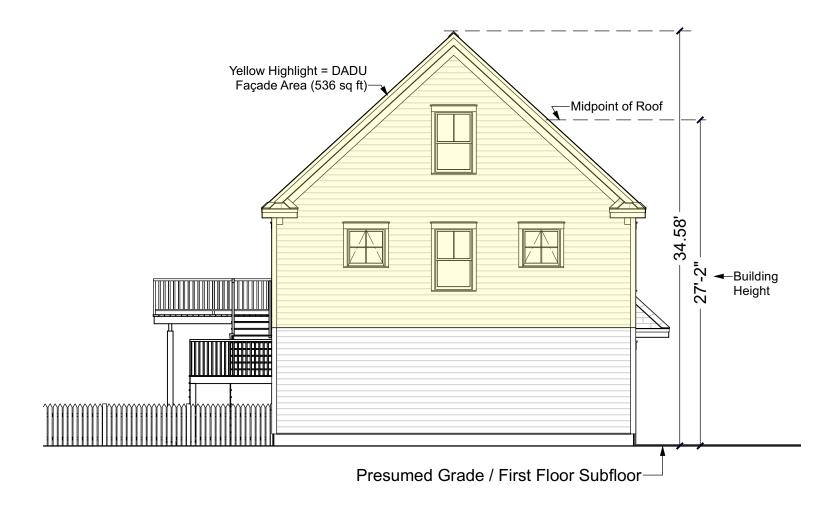
Scale: 3/32" = 1'-0"

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Artform Home Plans

Prelim / Work in Progress 603-431-9559



Front Elevation

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Right Elevation

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Rear Elevation

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Left Elevation

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Interior Views In-Law Apartment

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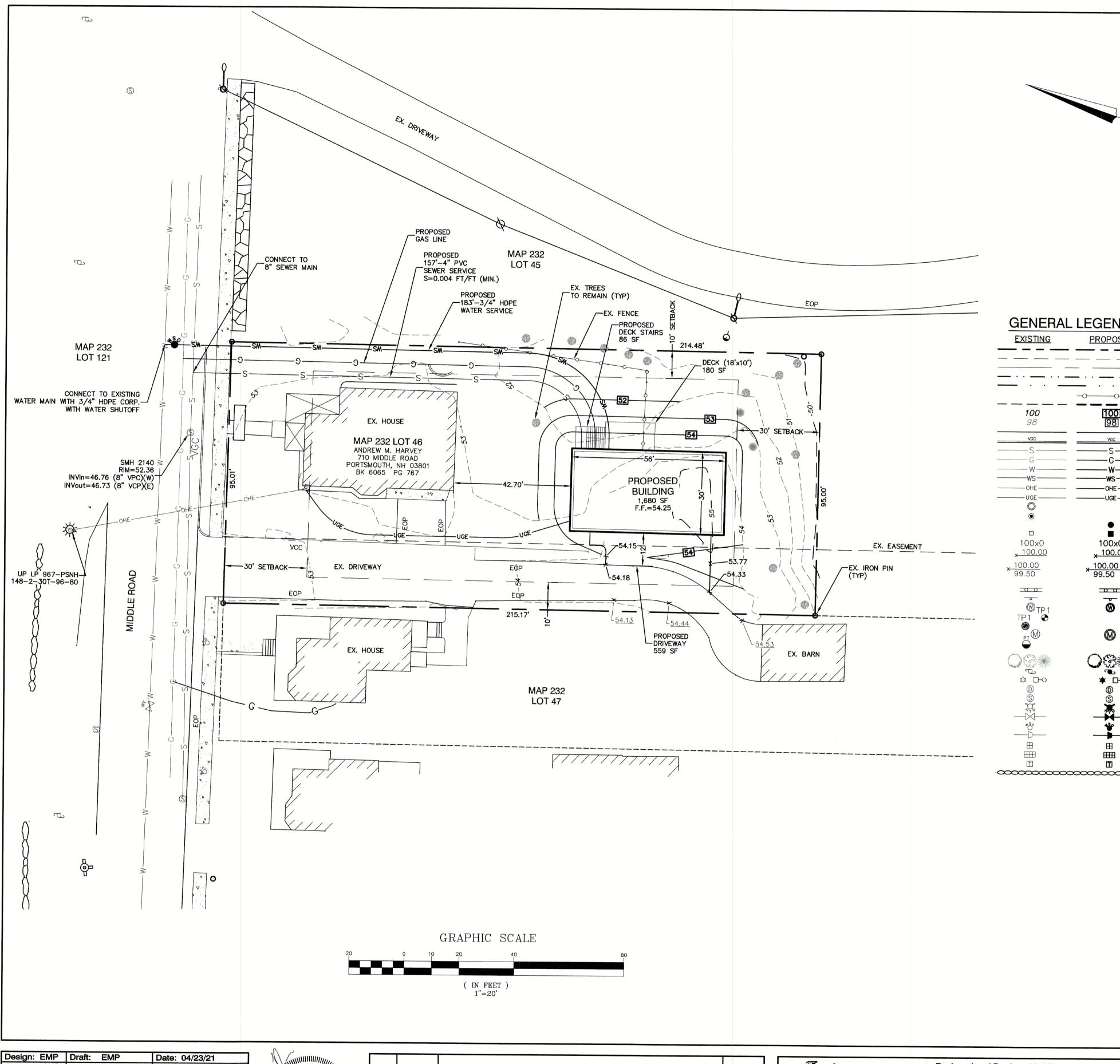


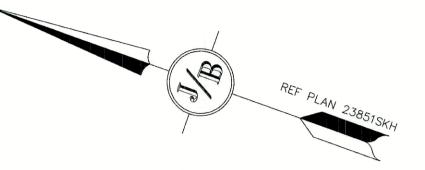






Interior Views Workshop





GENERAL LEGEND

GENERA	L LEGEND	
EXISTING	PROPOSED	DES PR SE
100 98 S		FEN EAS MA MIN EDO VEN GAS WA OVEN UNI
● 100×0 × 100.00 × 100.00 99.50	100x0 x 100.00 x 100.00 99.50	DRI IRO STO SPO PA'
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SCRIPTION ROPERTY LINES ETBACK LINES

NCE ASEMENT AJOR CONTOUR INOR CONTOUR DGE OF PAVEMENT ERTICAL GRANITE CURB WER LINE AS LINE TER LINE ATER SERVICE VERHEAD ELECTRIC NDERGROUND ELECTRIC ON PIPE/IRON ROD RILL HOLÉ ON ROD/DRILL HOLE ONE/GRANITE BOUND POT GRADE AVEMENT SPOT GRADE

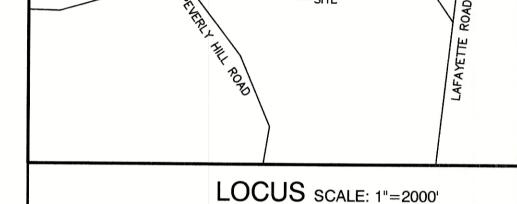
JRB SPOT GRADE

DUBLE POST SIGN NGLE POST SIGN ST PIT ILED TEST PIT DNITORING WELL ERC TEST

REES AND BUSHES TILITY POLE GHT POLES RAIN MANHOLE WER MANHOLE **DRANT** ATER GATE ATER SHUT OFF DUCER NGLE GRATE CATCH BASIN DUBLE GRATE CATCH BASIN ANSFORMER ONEWALL

Project:

Owner of Record:



SITE NOTES:

- 1. THE INTENT OF THIS PLAN IS SHOW THE PROPOSED CONSTRUCTION OF A PROPOSED GARAGE WITH SECOND FLOOR APARTMENT. PROJECT TO BE SERVED BY PUBLIC WATER, SEPTIC, ELECTRIC, AND GAS.
- ZONING: SINGLE RESIDENCE B

33.81	LOT FRONTAGE MINIMUM = 100' BUILDING COVERAGE = 20% MIN. OPEN SPACE = 40%	20,409 SF 95.01' 11.6% 28.9% 27.61'	19.9% 39.9% 27.16' 124.92' 28.51'(WEST) 25.99'(EAST) 33.81'
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- 3. THIS PLAN SET HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC., FOR MUNICIPAL AND STATE APPROVALS AND FOR CONSTRUCTION BASED ON DATA OBTAINED FROM ON-SITE FIELD SURVEY AND EXISTING MUNICIPAL RECORDS. THROUGHOUT THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY OF ANY FIELD DISCREPANCY FROM DATA AS SHOWN ON THE DESIGN PLANS, INCLUDING ANY UNFORESEEN CONDITIONS, SUBSURFACE OR OTHERWISE, FOR EVALUATION AND RECOMMENDATIONS. ANY CONTRADICTION BETWEEN ITEMS ON THIS PLAN/PLAN SET, OR BETWEEN THE PLANS AND ON-SITE CONDITIONS, MUST BE RESOLVED BEFORE RELATED CONSTRUCTION HAS BEEN INITIATED.
- 4. ALL CONSTRUCTION SHALL CONFORM TO CITY STANDARDS AND REGULATIONS, AND NHDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT.
- 5. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, ARCHITECT AND/OR OWNER, IN ORDER TO OBTAIN AND/OR PAY ALL THE NECESSARY LOCAL PERMITS, FEES AND BONDS.
- 6. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND NHDOT STANDARDS AND SPECIFICATIONS (NON-REFLECTORIZED PAVEMENT MARKINGS), UNLESS OTHERWISE NOTED.
- 7. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) RULES AND REGULATIONS.
- 8. LANDOWNERS ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL WETLAND REGULATIONS, INCLUDING PERMITTING REQUIRED UNDER THESE REGULATIONS.
- 9. SUBJECT PROPERTY IS NOT LOCATED WITHIN FEDERALLY DESIGNATED 100 YEAR FLOOD HAZARD ZONE (ELEVATION 9 NGVD 1929). REFERENCE FEMA COMMUNITY PANEL NO. 33015C0270FF, DATED JANUARY 29, 2021.
- 10. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND NHDOT STANDARDS AND SPECIFICATIONS (NON-REFLECTORIZED PAVEMENT MARKINGS), UNLESS OTHERWISE NOTED.
- 11. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE ARCHITECTURAL AND STRUCTURAL PLANS PROVIDED BY THE OWNER. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND OWNER PRIOR TO THE START OF CONSTRUCTION. BUILDING DIMENSIONS AND AREAS TO BE TO OUTSIDE OF MASONRY, UNLESS
- 12. UNDERGROUND FACILITIES, UTILITIES AND STRUCTURES HAVE BEEN PLOTTED FROM FIELD OBSERVATION AND THEIR LOCATION MUST BE CONSIDERED APPROXIMATE ONLY. NEITHER JONES & BEACH ENGINEERS, INC., NOR ANY OF THEIR EMPLOYEES TAKE RESPONSIBILITY FOR THE LOCATION OF ANY UNDERGROUND STRUCTURES AND/OR UTILITIES NOT SHOWN THAT MAY EXIST. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UNDERGROUND STRUCTURES AND/OR UTILITIES LOCATED PRIOR TO EXCAVATION WORK BY CALLING 888-DIG-SAFE (888-344-7233).
- 13. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY ALL GOVERNING AUTHORITIES.
- 14. ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED WITHIN 3 DAYS OF FINAL GRADING.
- 15. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH PROJECT SPECIFICATIONS.
- 16. THE CONTRACTOR SHALL PROVIDE A MINIMUM NOTICE OF FOURTEEN (14) DAYS TO ALL CORPORATIONS, COMPANIES AND/OR LOCAL AUTHORITIES OWNING OR HAVING A JURISDICTION OVER UTILITIES RUNNING TO, THROUGH OR ACROSS PROJECT AREAS PRIOR TO DEMOLITION AND/OR CONSTRUCTION ACTIVITIES.
- 17. THE LOCATION, SIZE, DEPTH AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE TO THE STANDARDS AND REQUIREMENTS OF THE RESPECTIVE UTILITY COMPANY (ELECTRIC, TELEPHONE, CABLE TELEVISION, FIRE ALARM, GAS, WATER, AND SEWER).
- 18. ALL CONSTRUCTION SHALL CONFORM TO THE CITY STANDARDS AND REGULATIONS, AND NHDES STANDARDS AND SPECIFICATIONS, WHICHEVER ARE MORE STRINGENT, UNLESS OTHERWISE SPECIFIED.
- 19. CONTRACTOR SHALL PLACE 2" WIDE METAL WIRE IMPREGNATED RED PLASTIC WARNING TAPE OVER ENTIRE LENGTH OF ALL GRAVITY SEWERS, SERVICES, AND FORCE MAINS.
- 20. DIMENSIONS ARE SHOWN TO CENTERLINE OF PIPE OR FITTING.
- 21. EXISTING UTILITIES SHALL BE DIGSAFED BEFORE CONSTRUCTION.
- 22. THE CONTRACTOR SHALL MINIMIZE THE DISRUPTIONS TO THE EXISTING SEWER FLOWS AND THOSE INTERRUPTIONS SHALL BE LIMITED TO FOUR (4) HOURS OR LESS AS DESIGNATED BY THE CITY SEWER DEPARTMENT.
- 23. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
- 24. CONTRACTOR TO VERIFY LOCATION, SIZE, TYPE, AND CONDITION OF ALL EXISTING UTILITIES ON SITE AND REPORT BACK THE ENGINEER TO CONFIRM DESIGN.

Checked: WGM Scale: AS SHOWN Project No.: 21049 Drawing Name: 20149-PLAN.dwg

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.



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	-	06/07/01	DEVICED DED DI ANNUNO DEDADTATATA COMMITTA	
3	<u> </u>	06/07/21	REVISED PER PLANNING DEPARTMENT COMMENTS	EMP
10 JE 10 JE 15 JE	0	05/24/21	ISSUED FOR REVIEW	EMP
Will SI	REV.	DATE	REVISION	BY

Designed and Produced in NH

85 Portsmouth Ave. Civil Engineering Services PO Box 219 Stratham, NH 03885

603-772-4746 FAX: 603-772-0227 E-MAIL: JBE@JONESANDBEACH.COM

SITE PLAN Plan Name:

HARVEY ACCESSORY DWELLING UNIT 710 MIDDLE ROAD, PORTSMOUTH, NH

ANDREW HARVEY 710 MIDDLE ROAD, PORTSMOUTH, NH

SHEET 1 OF 1 JBE PROJECT NO. 21049

DRAWING No.