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12/7/21

Unit One Firehouse, LLC  
326 Main St Unit 11  
Fremont, NH 03044

### **CHANGE OF USE REQUEST FOR UNIT 1**

The old red firehouse  
326 Main St Unit 1  
Fremont, NH  
Map 03 037-1  
Coopers Village Condominium BP4722-2225  
Units 1 & 14 – 28 Plan Set: D-34231 D-34410

I'm requesting a change of use to residential one bedroom. The unit is 2844 sq ft.

Approximately 950 sq ft of finished space.

Unit 1 is in the Village & Aquifer District.

Present use since 2013 is personal use: Gym, art studio, spin bikes & storage.

Coopers Corner Plan set D-32621 was approved for nine single bedroom residential Apts. (units 20 – 29) They were never build.

Abutters on three sides are residential homes.

#### **Commercial Sign Location for Lot 37, 37-1 & 37-2.**

Fremont ZBA approved a variance in 2006 to install a sign in front of Unit 1. Myself & Nick from Jewett have agreed the opposite side of Spaulding road would be a better location for the it.

#### **PARKING**

Unit 1 is "granted the right to access and utilize exclusively the parking spaces numbered 1, 2, 3 and 4 on the Coopers Corner Condo Plan D-33484, and the right to utilize, together with others, the crosswalk across Spaulding Road as identified on Plan D-32621 identified above. Reference Cooper Corner Regional condo association BK 4582-0892 Exhibit C page 28

#### **SEPTIC & WELL WATER**

The septic system is located onsite. The system is shared with units 1 & 14 – 28 (Jewett Building). Water is supplied by a shared well located onsite & also shared with units 1 & 14-28. The septic system has extra capacity to support a change to residential. I've attached a recent septic flow analysis. There is currently 5,400 gpd excess capacity in the system.

Access easements are called out in the Condominium declarations & plan sets.

References: Plan D-32621, Cooper Corner Regional condo association BK 4582-0892 Exhibit C page 28. Coopers Village Condominium BP4722-2225 Appendix C 8-10.

J&B Septic Flow Analysis dated 10/12/21.

**Traffic** – 1-2 cars entering & exiting from lot 37-2 on to Spaulding Road. See plan D-32621

**Lighting** – There are three light poles the entrance to Spaulding Rd. One on each side of the cross walk. Existing Condo lighting on the front & rear of the building. Four on the front & two on the rear of the building.

**Fire Department** – Fremont FD is approximately half mile away. A fire pond with FD fill access point is within 100 yards.

**Noise generations** – Low

**Architectural Rendering** – No changes to the building footprint. The building will get new paint and some minor landscaping to front as well as new asphalt by the end of the summer 2022.

**Nonresidential units** - none

Thomas Nisbet

Unit One Firehouse, LLC

### **APPLICATION FOR MINOR SITE PLAN REVIEW**

**A Site Plan Review plan shall contain the following information, where applicable, to be considered complete:**

Name of Applicant(s): Unit One Firehouse, LLC  
Address: 326 Main St Unit 1 Fremont, NH 03044  
Owner(s) of Property concerned: Unit One Firehouse, LLC  
Thomas Nisbet (If same as above, write "same")

Mailing Address: 326 Main Street. Unit 11 Fremont, NH 03044  
(If same as above, write "same")  
Contact information: Thomas Nisbet Cell 603 765-8814 Work 603 895-5112

Location of Property: Map 03-37-001 326 Main St Unit 1 Fremont, NH 03044  
(Map #, Lot # and Street Address)

Intent of Application: Original Site Plan Review \_\_\_\_\_  
Amendment to Existing Site Plan Review   X  

#### **ZONING INFORMATION**

Zoning District of Property: \_\_\_\_\_ Village & Aquifer zoning district  
Conditional Use Permit Required: Yes \_\_\_\_\_ No   X  

Is the property in the Aquifer Protection District? Yes   X   No \_\_\_\_\_  
Is the property in the Flood Zone? Yes \_\_\_\_\_ No   X  

#### **SUBMISSION AND INFORMATION REQUIREMENTS (Section 1.13).**

***In order for a project to be considered for a Minor Site Plan Review it must not require any criteria of a Major Site Plan Review.***

#### **Major Minor (see section 1.8.1 Minor Site Plan Review) MINOR REVIEW**

- ☐ X A - Intended site plat must meet all relevant land use regulations in effect at the time of filing.
- ☐ X B - Provide fees and letters as required in section 1.18.
- ☐ C - Provide requested waivers as required in section 1.21.
- ☐ X D - Provide a typed list of names and addresses of all abutters obtained from the Town records, to include applicant(s), not more than five (5) days before the date of submittal of the application.
- ☐ E - **(Major)** Provide six (6) full size and eight (8) 11" x 17" sets of plans; at least two (2) of the full size plans will be colored.
- ☐ X **(Minor)** Provide eight (8) 11" x 17" sets of plans to the Fremont Planning

Board.

All copies must have a plat revision system properly noted. All subsequent submissions must reflect proper plat revision.

- ☐ F- Provide copies of all required State, Federal and Town approvals, including but not limited to: Dredge and Fill, State Highway access, Wetlands Board approval.
- ☐ G- Provide topography maps indicating buildings, water courses, ponds, streams, standing water, exposed rock ledges, and other significant topography references to include natural and manmade features. Contours shall be depicted at two (2) foot intervals, referenced to sea level, reflective of US Geodetic Survey markers.

Clear delineation's of wetlands areas must be provided on all topography maps. Clear delineation of all watershed protection districts must be provided on all topography maps and any septic design plans.

- ☐ X H - Provide location and results of each test pit and percolation results shall be submitted to the Planning Board. Information summary with respect to soil conditions capable of supporting on-site water and waste disposal for each lot will be supplied. Test reference markers shall be put in place and maintained during the review process.
- ☐ I - Provide a plan for the type and location of solid/liquid waste disposal facilities.
- ☐ X J - Provide an estimate/calculation of the road traveled mileage and route from the local fire and rescue department.
- ☐ X K - Provide an estimate/calculation of the increased daily average automobile traffic within the Town.
- ☐ X K - 1 - Provide an estimate of noise generations.
- ☐ L - Provide complete plans and profiles for all streets to include:
  - Curve data, horizontal and vertical at the street center lines.
  - Street data at fifty foot (50') intervals, to include cross sections.
  - Intersection, turn-around and/or cul-de-sac radii.
  - All Storm Drainage design.
  - Design of any bridges or culverts.
  - Proposed finished grades of streets and adjacent roadsides within the right-of-way.
- ☐ X M - Provide an architectural rendering showing all elevation views of all proposed buildings and their exterior design. Provide plans reflecting shape, size, height and location of existing structures located on the site and within two hundred feet (200') of the site.

- ☐ N - Provide a parking areas and access plan sufficient for review to insure compliance to applicable standards as set forth in this document.
- ☐ N - 1 The location, size, direction of travel and, if appropriate, curbing, paving, and radii of existing and proposed streets, driveways, access ways and sidewalks within the site and its relationship to the off-site system.
- ☐ X N- 2 The size, location and layout of all on-site parking, loading facilities and snow storage areas. The methods and actuals used to provide for directing of traffic patterns and parking.
- ☐ O - Provide a landscaping plan sufficient for review to insure compliance to applicable standards as set forth in this document. The location, type and size of all proposed landscaping and screening as well as a plan for the retention of existing and significant natural features on the site.
- ☐ P - Provide a storm drainage plan, performed by a registered professional engineer, including a plan for the detention and slow release of storm water where necessary, together with supporting calculations. Reference section 1.16.
- ☐ Q - Provide plans for erosion and sediment control. No site plan shall be approved without plans for erosion and sediment control unless a written waiver is applied for and approved by the Planning Board.
- ☐ R- Provide mitigation strategies for all nuisance elements: ie: odor, noise, light, visual effects
- ☐ S - Provide general information and site plan format on all plats:
  - ☐ X 1. Proposed site name, name of property owner of record and reference numbers
  - ☐ X 2. Name, address and phone number of sub-divider and surveyor or engineer
  - ☐ X 3. Date, north point, plat revision, property map references and reference numbers
  - ☐ X 4. Names and addresses of owners of abutting properties
  - ☐ X 5. Location and exact dimensions of all property lines
  - ☐ 6. Location, name and width of all existing and proposed streets, rights-of-way, or easements
    - ☐ X A. Minor: Existing streets, rights-of-way or easements only.
  - ☐ 7. Sheet size in conformance with the requirements of the Rockingham County Register of Deeds. A margin of at least one inch shall be provided outside ruled border lines on three sides and at least two inches along the left side, or as required by the Register of Deeds
  - ☐ 8. A scale of not less than one (1) inch equals one hundred (100) feet.
    - ☐ X A. Minor: Must be to scale; applicant may choose the scale.
  - ☐ X 9. Space for the Planning Board Chairman and Secretary to sign and date the approved plans
  - ☐ X 10. Tax map and parcel number, title and deed reference

- ☐ 11. A locus map (no smaller than one (1) inch equals one thousand (1000) feet showing the location of the site in relation to the surrounding public street system and the zoning districts and boundaries for the site and the area within one thousand (1,000) feet of the site.
- ☐ 12. Area, in acres and square feet, of the entire site of proposed site prior to development. Acreage, square feet and percentage of total area for the following segments of information; Total area, area left in natural state, area of wetlands, recreation area and area used
- ☐ 13. Area, in acres and square feet, of each proposed site/lot. Acreage, square feet and percentage of total area for the following segments of information; Total area, area left in natural state, area of wetlands, and area used
- ☐ 14. Clear delineation of wetlands and watershed protection districts peripheral area must be provided.
- ☐ 14.1 Major only: Wetlands shall be delineated by a NH Licensed Wetland Scientist or Soil Scientist.
- ☐ 15. Iron rods, pipes, pins or drill holes must be so noted and placed at all lot corners and angle changes
- ☐ 16. Location of all land intended for public use and any conditions on such use.
- ☐ X 17. Specify the number and type of non-residential units.
- ☐ X Minor = one (1): Major = two (2) or more
- ☐ X 18. Specify the water sources to be designated for fire protection and control. Define the adequacy of water supply for fire protection.
- ☐ X 19. Hours of operation

- ☐ T- Provide Traffic Impact Analysis  
All proposed site plans shall be reviewed by the Planning Board to ascertain that adequate provisions have been made by the owner/agent for traffic safety and congestion. To facilitate this review, the Planning Board may require the developer to provide a full traffic impact analysis when deemed necessary by the Board due to the size, location or traffic-generating characteristics of the proposal.

Traffic impact analysis shall address each of the following:

- Traffic circulation and access, including adequacy of adjacent street and intersections, entrances and exits, traffic flow, sight distances, accident statistics, curb cuts, turning lanes and existing or recommended traffic signals.
- Pedestrian safety and access.
- Off-street parking and loading.
- Emergency vehicle access.
- Snow removal adequacy.

No site plan shall be approved without a traffic impact study and analyses unless a

written waiver is applied for and approved by the Planning Board.

- ☐ X U - The size and location of all public and private utilities including water lines, sewage facilities, gas lines, power lines, telephone lines, fire alarms connections, and other utilities.
- ☐ N/A V - The location, size and design of proposed signs and other advertising or instructional devices.
- ☐ X W - The location, type and design of outdoor lighting.
- ☐ X - Construction details, including but not limited to pavement, walks, steps, curbing, drainage and structures, fire hydrants, and erosion and sedimentation control techniques.
- ☐ Y- Other exhibits or data that the Planning Board required in order to evaluate adequately the proposed development; such as but not limited to:
  1. Information on the composition and quantity of wastewater generated.
  2. Information on air, water, or land pollutants, discharged
  3. Estimates of noise generations
  4. Special Submissions - Erosion and Sediment Control Plans
  5. Listing of all amounts and description of liquids, inflammables, and/or chemicals.
  6. A fiscal study/data relative to the potential impact too the Town may be required during the review process. Special provisions and/or plans may be required if found to bear a financial impact on the Town.

- [ X ] **SUBMIT: A TYPED ABUTTERS MAILING LIST.** You are responsible for the accuracy of this list.
- [ X ] Submit: **APPENDIX "B" CHECK LIST FOR PREPARING SITE PLAN REVIEW APPLICATION**

Please insure that your application supports the PURPOSES as noted in the **SITE REVIEW** Regulations. And that you have read, understand and complied with all aspects of the regulations. If you so desire, an opportunity for a **PRE-APPLICATION WORK SESSION** can be scheduled.

Notes:

APPLICANT: Thomas C. Mist Date 12-6-21

BK 4582 P6 0892

Return to:

**MAIL TO**

ALL

Wiggin & Nourie, P.A.

670 North Commercial St.

PO Box 808

Manchester, NH 03105-0808

Exhibit C only

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

**DECLARATION OF COVENANTS AND EASEMENTS  
AND  
ADOPTION OF BYLAWS  
OF  
COOPER'S CORNER REGIONAL ASSOCIATION**

Declaration of Covenants and Easements and Adoption of Bylaws of Coopers Corner Regional Association (this "Declaration"), made and effective as of November 15, 2005 (the "Effective Date"), by and among the **Cooper's Corner Regional Association**, a not-for-profit unincorporated association (the "Association"), having its office at 326 Main Street, Unit 7, Fremont, NH, and the following landowners, for themselves and their respective successors and assigns:

1. **Coopers Corner, LLC**, of 326 Main Street, Fremont, Rockingham County, New Hampshire, 03044.

Hereinafter the landowner listed at paragraph (1) above is individually referred to as "Owner" or "Lot Owner". The four (4) lots or parcels of real estate owned by the Owner and subject to and encumbered by this Declaration are described in **Exhibit A** attached hereto and made a part hereof.

**Recitals:**

A. The Association is a not-for-profit unincorporated association organized and existing for the purposes of: (1) providing for the care, upkeep, maintenance, repair and improvement of the Common Recreational Area as shown on Sheet 2 of that certain site plan entitled "Condominium Site Plan - Lot 3-37-2, Cooper Corners, I Condominium, Tax Map 3, Lot 37-2, Route 107, Fremont, N.H., prepared for Cooper's Corner, LLC, 326 Main Street, Unit 7A, Fremont, NH 03044 dated June 15, 2005, Revised September 12, 2005" which plan is recorded on or about the date hereof in the Rockingham County Registry of Deeds (the "Condominium Site Plan"); (2) the payment of those certain Taxes related to: (i) the Facilities; (ii) land rights for access to and/or use of said Facilities; and (iii) and any other improvements constructed and placed on the Easements, as the terms "Taxes", "Facilities"



Coopers Regional Association

BK 4582 PG 0916

**EXHIBIT C**

***Declaration of Easements and Restrictions Regarding Lots***

The Owner does hereby establish, grant and declare the following easements and restrictions on, for the benefit of, and/or related to said Lots:

1. Catch Basin Easement. The Condominium Site Plan shows a catch basin located on Lot 37-2 near the westerly boundary line thereof, connected to a catch basin located to the northeast of Unit 9 on Lot 37, and to subsequent catch basins on said Lot 37. The Owners of Lot 37 and 37-2 are granted an easement to use and to enter upon the other Lot for the purposes of repair, upkeep, improvement and maintenance of the catch basin system as agreed to by the Owners of said Lot 37 and 37-2, or as reasonably required. The Owner(s) of each Lot 37-2 and Lot 37 shall be responsible for 50% of the cost of the maintenance, upkeep, improvement and repair of said catch basins, piping and system as shown on said Condominium Site Plan; provided, however, that any improvement that benefits or is required for only one Lot shall be paid for by the Owner of said Lot, and provided further that the Owner of Lot 37-2 or Lot 37 which by its or its agent's or invitee's act or omission causes damage to said catch basin system shall be solely responsible for the cost of repair thereof.

2. Drainage Easements. The Condominium Site Plan shows two culverts located on the westerly side of Spaulding Road connected by a ten (10) foot wide drainage easement area along said Spaulding Road located on Lot 37-2 and partially on Lot 37, and a pipe extending from a catch basin located on Lot 37-3 and extending onto Lot 37-2 to said ten (10) foot wide drainage easement area. Lots 37-2 and 37 shall be subject to the right and easement in favor of the Owner of Lot 37-3 who is granted an easement to use, maintain and repair the piping from the catch basin located on said Lot 37-3 and the culverts and drainage easement area as shown on the Condominium Site Plan, and to discharge water and drainage through Lot 37-2 along said drainage easement and onto Lot 37 substantially as shown on the Condominium Site Plan. Lot 37 shall be subject to the right and easement in favor of the Owner(s) of Lot 37-3 and the Owner(s) of Lot 37-2 and the said Owner(s) are granted an easement to discharge water and drainage onto Lot 37 substantially as shown on the Condominium Site Plan.

3. Leach Bed #2. Existing buildings shown as Unit 11 on Lot 37-2 and Unit 10 on Lot 37 on the Condominium Site Plan are each serviced by Leach Bed #2 as shown thereon. The Owner of Lot 37-2 is granted an easement to use and enter upon Lot 37 for the purposes of repair, upkeep, improvement and maintenance of the leach bed, holding tank, piping and connections servicing said building shown as Unit 11. Upon connection thereto and for so long as the connection remains, the Owners of each of said Lot 37 and Lot 37-2 shall be responsible for 50% of the cost of the maintenance, upkeep, improvement and repair of said Leach Bed #2 and holding tank; provided, however, that any improvement that benefits or is required for only Lot 37-2 or Lot 37 shall be paid for by the Owner of said Lot, and provided further that the Owner of Lot 37-2 or Lot 37 which by its or its agent's or invitee's act or omission causes damage to said Leach Bed

PAGES 25-28 Easements

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#2, the holding tank, or any piping or connections thereto shall be solely responsible for the cost of repair thereof.

4. Leach Bed #1. The existing building shown on the Condominium Site Plan as Units 3, 4, 5, 6, 8, and 9 on Lot 37, and the building to be constructed and shown on the Condominium Site Plan as Unit 12 on Lot 37-2, are or will be serviced by Leach Bed #1 as shown thereon. The Owner of Lot 37-2 is granted an easement to use and enter upon Lot 37 for the purposes of repair, upkeep, improvement and maintenance of the leach bed, holding tank, piping and connections servicing said building to be constructed as Unit 12. Upon connection thereto and for so long as the connection remains, the Owners of each of said Lot 37 and Lot 37-2 shall be responsible for one-sixth (1/6) and five-sixths (5/6), respectively, of the cost of the maintenance, upkeep, improvement and repair of said Leach Bed #2 and holding tank; provided, however, that any improvement that benefits or is required for only Lot 37-2 or Lot 37 shall be paid for by the Owner of said Lot, and provided further that the Owner of Lot 37-2 or Lot 37 which by its or its agent's or invitee's act or omission causes damage to said Leach Bed #2, the holding tank, or any piping or connections thereto shall be solely responsible for the cost of repair thereof.

5. Fire Suppression System. There is a cistern on Lot 37, and a pump and pump house to be installed and constructed on Lot 37, as shown on the Master Condominium Site Plan, for the purpose of a fire suppression system which currently services various buildings on the Lots, and which may in the future service various buildings on said Lots. The Association and each of the Owner(s) of the Lots are granted an easement to use and enter upon Lot 37 to maintain, upkeep, improve and/or repair the cistern, pump, pump house, piping, connections, and any other improvements which are a part of the cistern and fire suppression system.

6. Well Easement. There is a well to be constructed and located on Lot 37-3, as shown on the Condominium Site Plan, for the purpose of providing water to Lots 37-3, 37, and 37-2 (collectively, the "Well Lots"). The Association and each of the Owners of Lot 37 and Lot 37-2 are granted an easement to use, maintain, test (including without limitation, water quality), report, upkeep, improve and/or repair the well, pump, piping, connections and any other improvements which are part of the well system.

No Owner of any Well Lot may propose any use on, or otherwise use, any Well Lot that would cause the well and water distribution system to become all or a portion of any "community water system" under the New Hampshire Safe Drinking Water Act, R.S.A. Chapter 485, and related regulations, or any identical or similar designation under successor laws or regulations.

The Owner hereby declares a protective well radius area around the well from the head of the well to be built as shown on the Condominium Site Plan. This protective radius is the longer of seventy-five (75) feet from the head of the well, or such other distance as required by the New Hampshire Department of Environmental Services. The purpose of this radius easement is to establish a protective area to prevent contamination

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of the aforementioned water supply well. Hereafter, and for so long as the well is used for a source of public water supply, the area of the above-described easement shall be kept in a natural state. No use of the area shall be permitted which could directly or indirectly degrade the quality of the water produced by the aforementioned well. Prohibited uses include:

- a. Wastewater disposal systems, including septic tanks and leachfields;
- b. Soil fertilization;
- c. Storage of oil, gasoline, or other hazardous chemicals;
- d. Other uses associated with hazardous materials as determined by the New Hampshire Department of Environmental Services, Division of Water; and
- e. Any other use that the New Hampshire Department of Environmental Services determines would be detrimental to water quality.

No change in use of the area of the protective easement may be undertaken without approval from the New Hampshire Department of Environmental Services, so long as such approval is not unreasonably withheld.

7. Temporary Well Easement. Existing buildings shown as Unit 11 on Lot 37-2 and Unit 10 on Lot 37 on the Condominium Plan are each serviced by a well to be removed as shown on said Plan. The Owner(s) of Lot 37-2 are granted an easement to use and enter upon Lot 37 for the purposes of repair, upkeep, improvement and maintenance of the well, pump, piping and connections servicing said building shown as Unit 11. Upon connection thereto and for so long as the connection remains, the Owner(s) of each of said Lot 37 and Lot 37-2 shall be responsible for 50% of the cost of the maintenance, upkeep, improvement and repair of said well and pump system; provided, however, that any improvement that benefits or is required for only Lot 37-2 or Lot 37 shall be paid for by the Owner of said Lot, and provided further that the Owner of Lot 37-2 or Lot 37 which by its or its agent's or invitee's act or omission causes damage to said well, pump, or any piping or connections thereto shall be solely responsible for the cost of repair thereof. This easement shall remain until the Owner(s) of Lot 37-2 are connected to the well referenced in paragraph 6.

8. Utilities. Lots 37-2 and 37-3 are hereby granted and a utility easement declared for the use, installation, maintenance, upkeep and improvement of above ground electric, telephone and cable lines and related improvements extending from Route 107 across Lot 37 to Spaulding Road, marked as "ETC" and otherwise as shown on the Condominium Site Plan. The Owners of Lots 37-2 and 37-3 are granted access to Lot 37 for the purposes hereof.

9. Spaulding Road. The Owners shall have the right to pass and repass over Spaulding Road as shown on said the Master Condominium Site Plan and/or Subdivision Plan for the purpose of access to and from the Lots and/or units and/or services to be constructed or existing thereon. Declarant reserves the right to grant similar rights to Cooper's Forest, LLC, its successors and assigns.

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10. Internal Ways. The Owners shall have the right to pass and repass over the internal ways, driveways, roadways or other access located on any of the Lots and shown on the Master Condominium Site Plan and/or Subdivision Plan, when constructed, for the purpose of access to and from the benefited Lot.

11. Slope and Drainage for Spaulding Road. The Lots shall be subject to such slope and drainage easements for purpose of construction, maintenance, repair and protection of Spaulding Road as shown on the Master Condominium Site Plan and/or Subdivision Plan. The Town of Fremont is granted the right to enter upon and utilize said easement areas consistent with such easements.

12. Unit 1. The way identified on the said Plans as Spaulding Road shall be subject to the right of Unit 1 as identified on said Plans to install, maintain and repair water, septic, telephone, electric, cable, and all other utilities in, along and under said roadway for the use and benefit of said Unit 1. Said right shall be exercised in such a manner as to not unreasonably interfere with the right of others therein and the access to and from other Lots and/or units. Unit 1 as identified on said Plans is hereby granted the right to access and utilize exclusively the parking spaces numbered 1, 2, 3 and 4 on said Plans, and the right to utilize, together with others, the crosswalk across Spaulding Road as identified on Sheet 4 of Site Plan identified above. Said rights shall be exercised in such a manner so as not to block or unreasonably limit or interfere with the rights of others for access along Spaulding Road and/or the ways in Proposed Lot 37 as shown on said Plan.

These easements and restrictions shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of each of said Lots, as applicable. In the event that a condominium is declared on any of the Lots, then the rights and obligations of said Lot created hereby shall become vested in the condominium association thereof. Use of any of the easements referenced herein shall be exercised in a manner that does not unreasonably interfere with the rights of others thereto or the use of the subservient Lot. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants, conditions, restrictions, or easements granted or established herein by any of the Owners or the Association as the same are benefited thereby. A copy of this Declaration of Easements shall be recorded at the Rockingham County Registry of Deeds and all future deeds executed by the Owner of any Lot after the date hereof conveying any interest in or to the Lots shall reference and be subject to and with the benefit of this Declaration of Easements. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration Of Covenants And Easements And Adoption Of Bylaws Of Cooper's Corner Regional Association of which these easements are appended as Exhibit C.

Appendix C only

**DECLARATION OF CONDOMINIUM****FOR****COOPERS VILLAGE CONDOMINIUM**

Coopers Corner, LLC, a New Hampshire Limited Liability Company with offices at 326 Main Street, Fremont, Rockingham County, New Hampshire, does hereby declare:

1. **Submission of Property.** The Declarant hereby submits the land located in Fremont, Rockingham County, New Hampshire, and more particularly described in Appendix "A" hereto (hereinafter referred to as the "Land"), together with the buildings, all improvements heretofore or hereafter constructed thereon, and all easements, lights and appurtenances thereto described in said Appendix "A", to the provisions of RSA 356-B (the "Condominium Act"), in order to create a plan of condominium ownership.

2. **Definitions.** As provided in Section 12(I) of the Condominium Act, terms not otherwise defined herein or in the By-Laws, as amended from time to time, shall have the meanings specified in Section 3 of the Condominium Act. The following terms are expressly defined herein.

(a) "By-Laws" means the By-Laws providing for the self-government of the Condominium, attached hereto as Appendix "E" as amended from time to time.

(b) "Common Area" means all parts of the Property other than the Units, as more fully set forth in Paragraph 3(e) of this Declaration, and includes the Limited Common Area, if any.

(c) "Condominium" means Coopers Village Condominium on Route 107, Fremont, New Hampshire, the condominium established by this Declaration.

(d) "Condominium Act" means Chapter 356-B of the New Hampshire Revised Statutes Annotated, as amended.

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

065318

**COOPERS VILLAGE CONDOMINIUM  
FREMONT, NEW HAMPSHIRE**

**APPENDIX "C"**

**EASEMENTS REGARDING COMMON AREA AND  
ACCESS TO AND FROM SPAULDING ROAD**

1. Declarant, its successors and assigns, shall have the right to install, maintain and repair, all the water lines, septic lines, leach fields, leach beds, utilities piping, fire suppression system, overhead wires, water valve, drainage easements, drainage and/or catch basins, manholes, CATV, electrical lines, telephone and/or telecommunication lines, dumpster pads, and all other services, utilities and/or easements shown on any of the following plans:

"Lot Line Adjustment and Subdivision Plan of Land, Coopers Corners, Tax Map 3, Lots 37, 38-1, 54-1, Route 107, Fremont, NH, Owner of Record (Lot 37): Coopers Corner, LLC, Owner of Record (Lot 38-1): Joseph G Jr. & Patricia A Buldoc, Owner of Record (Lot 54-1): MKF, Inc., Engineer: Eric C Mitchell & Assoc. Inc, dated September 8, 2004, final revision 3/07/05", which plan is recorded with the Rockingham County Registry of Deeds as Plan Number D-32580 (hereinafter "Subdivision Plan")

"Coopers Corners, Tax Map 3, Lots 37, 37-1, Route 107, Fremont, NH, Prepared for Cooper's Corner, LLC, October 8, 2004" which plan is recorded in the Rockingham County Registry of Deeds as Plan D-32621.

"Coopers Corners I, A Condominium, Fremont, New Hampshire, Condominium Plan Set, Lot 37-2, dated June 15, 2005, Revised September 12, 2005, which plan is recorded in the Rockingham County Registry of Deeds as Plan Number D-33264 (hereinafter "Coopers Corner I Condo")

"Coopers Corner, A Condominium, Fremont, New Hampshire, Condominium Plan Set Lot 37, dated December 2, 2005, Revised 1/11/06 and 12/27/06, which plan is recorded in the Rockingham County Registry of Deeds as Plan Number D-33484. (hereinafter "Coopers Corner Condo")

"Coopers Village Condominium Fremont, NH, Condominium Plan Set Lot 37-1 prepared for Cooper's Corner, LLC, 326 Main St. Unit 7A, Fremont, NH 03044 dated March 24, 2006 Final Revisions October 2006 Scale: as Noted, Prepared by: Eric C. Mitchell & Assoc., Inc. P.O. Box 10298, 55 So. River Road, Bedford, NH 03110-029" and recorded herewith. (hereinafter Coopers Village Condo")

Declarant reserves the right to utilize said easements for the benefit of any or all of the Units of this Condominium, and/or for the benefit of other Lots and/or Units on any or all of Lots 37, 37-1, 37-2, and/or 37-3, which lots are shown on plan D-32580 (hereinafter Subject Lots). Upon installation of same, the Association, of the Lot

upon which the subject services is located shall be responsible for the maintenance, upkeep, repair, use and improvement of same, except to the extent that same of part of a particular Unit as described in Paragraph 3(d) of this Declaration.

2. An easement identified as UGETC (underground electrical, telephone and cable) as shown on Sheet 2 of 6 as shown on the Cooper Corner Condo Plan D-33484 identified above. The purpose of said easement shall be for the installation, maintenance and repair of electrical service, telephone, telecommunications, cable, and any and all other utilities or services for the benefit of subject of any or all of the Subject Lots as defined in paragraph 1 above.
3. The owners, occupiers and successors and assigns of any of the Subject Lots and any Unit thereon shall have the right to utilize, in common with other entitled thereto, the Common Recreational Area as shown on Sheet 2 of the Coopers Corner Condo Plan D-33484 identified above. Said use shall only be that temporary recreational use which is consistent with the rights of others to utilize same, is consistent with Rules and Regulations for the use of same which may from time to time be reasonably established by Cooper's Corner Regional Association, a New Hampshire non-profit corporation organized and existing under the provisions of RSA 292 (the Association) as per the duties and obligations identified in a document entitled "Declaration of Covenants and Easements and Adoption of By-Laws of Cooper's Corner Regional Association", which document is recorded at Book 4582, Page 892, and does not unreasonably affect or interfere with the use and enjoyment of any of the Subject Lots or any portion thereof. The owners of the Subject Lots shall contribute to the cost of the repair, upkeep, operation, insurance of and provision for such Common Recreational Area and all expenses related thereto, as established by the Association, in the following proportions:
 

Lot 37	18 %
Lot 37-1	37 %
Lot 37-2	18 %
Lot 37-3	27 %

In the event that a condominium is declared on any of the Subject Lots then the condominium association shall succeed to the obligations identified in this paragraph. Said expense shall be Common Area Expenses of any condominium declared on any of the Subject Lots.

4. The owners, occupants, successors and assigns of each Subject Lots and/or Unit thereon shall any have the right to pass and repass over Spaulding Road as shown on said Plans for the purpose of access to and from the Subject Lots and/or units and/or for the installation and maintenance of services to be constructed or existing thereon. Declarant reserves the right to grant similar rights to Cooper Forrest, LLC for the benefit of Lot 54-1 as shown on the Subdivision Plan and/or any other land owned or acquired by Cooper Forrest, LLC, its successors or assigns. The rights of access hereunder shall be exercised in a manner that does not unreasonably interfere with the rights of others entitled thereto.

5. The owners, occupants, successors and assigns of each Subject Lots and/or any Unit thereon shall have the right to pass and re pass over the internal ways, driveways, roadways or other access located on any other of the Subject Lots, when constructed, for the purpose of access to and from the benefited Lot and/or Unit. The rights of access hereunder shall be exercised in a manner that does not unreasonably interfere with (a) the rights of others entitled thereto or (b) the reasonable use and enjoyment of the subservient Lot.
6. The Plans identified above identify certain slope and/or drainage easements. The Subject Lots shall be subject to such slope and drainage easements for purpose of construction, maintenance, repair and protection of Spaulding Road and/or such easement(s) as shown on said Plans. The Town of Fremont is granted the right to enter upon and utilize said easement areas consistent with such easements.
7. Proposed Lot 37 and Lot 37-2 as shown on said Plans are subject to the Easement for Tower Site by and between Coopers Corner, LLC and Verizon New England, Inc. recorded with the Rockingham County Registry of Deeds in Book 4090, Page 983, the Easement and Assignment Agreement by and between Coopers Corner and Unison Site Management, LLC recorded with the Rockingham County Registry of Deeds in Book 4307, Page 1256, and Assignment of Easement by and between Unison Site Management, L.L.C. and Cell Tower Lease Acquisition, LLC recorded with the Rockingham County Registry of Deeds in Book 4437 and Page 2088.
8. To the extent that the Declarant maintains, establishes and/or installs piping to and from the cistern on Proposed Lot 37 for the purpose of the fire suppression system or systems for the benefit of units or buildings on or to be constructed on any of the Subject Lots, then Proposed Lot 37 shall be subject to the right of the benefited Lot to install, maintain and repair such piping and system in the location or locations in which they are installed for the benefit of the building and/or Lot serviced thereby. The rights hereunder shall be exercised in a manner that does not unreasonably interfere with the rights of the subservient Lot
9. The way identified on the said Plans as Spaulding Road shall be subject to the right of Unit 1 as identified on the Coopers Village Condo Plan # D 34231 to install, maintain and repair water, septic, telephone, electric, cable, and all other utilities in, along and under said roadway for the use and benefit of said Unit 1. Said right shall be exercised in such a manner as to not unreasonably interfere with the right of others therein and the access to and from other Lots and/or units.
10. Unit 1 as identified on the Cooper Village Plan # D 34231 is hereby granted the right to access and utilize exclusively the parking spaces numbered 1, 2, 3 and 4 on the Coopers Corner Condo Plan D-33484, and the right to utilize, together with others, the crosswalk across Spaulding Road as identified on Plan D-32621 identified above. Said rights shall be exercised in such a manner so as not to block or unreasonably limit or interfere with the rights of others for access along Spaulding Road and/or the ways in Proposed Lot 37 as shown on said Plan.



11. The duties, obligations, easement and restrictions established in the following documents:
  - a. "Declaration of Covenants and Easements and Adoption of By-Laws of Cooper's Corner Regional Association" at the Rockingham County Registry of Deed in Book 4582, Page 892.
  - b. Cooper's Corner Regional Association, a New Hampshire non-profit corporation organized and existing under the provisions of RSA 292 (the Association) as per the Declaration identified in subparagraph (a) above.
12. Easement for waterline as shown on the Cooper Village Condominium Plan to be recorded herewith.
13. Easements for drainage line, structures and catch basin as shown on the Cooper Village Condominium Plan to be recorded herewith.
14. Easements for utility lines and catch basin as shown on the Cooper Village Condominium Plan to be recorded herewith.
15. Easements for sewer force as shown on the Cooper Village Condominium Plan to be recorded herewith.
16. Easements for utility in Spaulding Road as shown on the Cooper Village Condominium Plan to be recorded herewith.
17. Easements in Spaulding Road as shown on the Cooper Village Condominium Plan to be recorded herewith.
18. Easements for sewer line to leach bed #5 as shown on the Cooper Village Condominium Plan to be recorded herewith.
19. Easements for leach bed #5 as shown on the Cooper Village Condominium Plan to be recorded herewith.
20. Easements for utility lines and catch basin as shown on the Cooper Village Condominium Plan to be recorded herewith.
21. Easements for paved parking spaces as shown on the Cooper Village Condominium Plan to be recorded herewith.
22. Easements for paved driveways as shown on the Cooper Village Condominium Plan to be recorded herewith.
23. Easements for proposed landscaping as shown on the Cooper Village Condominium Plan to be recorded herewith.

24. Easements for concrete pads and walkways as shown on the Cooper Village Condominium Plan to be recorded herewith.
25. Easements for dumpster pads and enclosures as shown on the Cooper Village Condominium Plan to be recorded herewith.
26. Easements for sprinkler line feed as shown on the Cooper Village Condominium Plan to be recorded herewith.
27. All other easements and restrictions as shown on said Plans or otherwise of record at the Rockingham County Registry of Deeds.

# JONES & BEACH ENGINEERS INC.

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## FLOW ANALYSIS

Project: **Spaulding Rd. Plaza for Jewett Construction Co.**  
Location: **25 Spaulding Road, Fremont, NH**  
By: **AMJ**  
Date: **10/12/2021**  
Project #: **JBE# 21223**

### 1. Overview

Design Capacity	8,300 GPD
Total Existing Capacity	2,420 GPD
Total Proposed Capacity	2,900 GPD
Remaining Capacity	5,400 GPD

### 2. Designed Use Table

Tenant	Per Env-Wq 1008-1 - "Unit Design Flow Figures"		Flow (GPD)
	Use	Formula	
1 Manufacturing	Factory (café/shower)	20 GPD/employee	120
14 Restaurant(50 Seat)	Restaurant (paper)	20 GPD/seat + 20 GPD/employee	1,000
14A 1 BR Apt.	Residence	225 GPD/unit	225
15 Restaurant(50 Seat)	Restaurant (paper)	20 GPD/seat + 20 GPD/employee	1,000
15A 1 BR Apt.	Residence	225 GPD/unit	225
16 Restaurant(50 Seat)	Restaurant (full service)	40 GPD/seat + 20 GPD/employee	2,000
16A 1 BR Apt.	Residence	225 GPD/unit	225
17 Store w/ Meat	Supermarket (Deli & GG)	11 GPD/100 S.F.	377
17A Office	Office (6 people)	15 GPD/person	90
18 Gym(50 participant)	Gym	10 GPD/participant + 3 GPD/spec.	500
18A Office	Office (6 people)	15 GPD/person	90
19 Daycare(50 children)	Daycare	10 GPD/person	500
19A Office	Office (6 people)	15 GPD/person	90
20 Doctor & Dentist	Doctor & Dentist	250 GPD/doctor + 200GPD/chair + 35 GPD/employee	1,040
20A Office	Office (6 people)	15 GPD/person	90
21 Office	Office (18 people)	15 GPD/person	270
21A Office	Office (6 people)	15 GPD/person	90
22 Office (Bank)	Office (18 people)	15 GPD/person	270
22A Office	Office (6 people)	15 GPD/person	90

*\*units with an "A" denote the unit above the primary space on the second-floor*

<b>Sum Total</b>	<b>8,292</b>
<b>Design Flow</b>	<b>8,300</b>

### 3. Current Use Table (as of date of this report)

Tenant	Per Env-Wq 1008-1 - "Unit Design Flow Figures"		Flow (GPD)
	Use	Formula	
<b>1</b> <i>Manufacturing</i>	Factory (café/shower)	20 GPD/employee	120
<b>14</b> <i>Distribution Center</i>	Warehouse (5 people)	10 GPD/person	50
<b>14A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90
<b>15</b> <i>Bella Salon &amp; Spa</i>	Hairdresser (5 chairs)	150 GPD/chair + 20 GPD/employee	850
<b>15A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90
<b>16</b> <i>Daycare</i>	Day care (40 child)	10 GPD/person	420
<b>16A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90
<b>17</b> <i>Benson's Driving</i>	School (day, no gym)	10 GPD/student or employee	40
<b>17A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90
<b>18</b> <i>Lt. Manufacturing</i>	Factory (café/shower)	20 GPD/employee	200
<b>18A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90
<b>19</b> <i>Lt. Manufacturing</i>	Factory (café/shower)	20 GPD/employee	200
<b>19A</b> <i>Office</i>	Office (6 people)	15 GPD/person	90

*\*units with an "A" denote the unit above the primary space on the second-floor. Units listed seperately for clarity.*

*\*Units 20, 21, 22 do not yet exist and are excluded from this section*

<b>Sum Total (First Floor)</b>	<b>1,880</b>
<b>Sum Total (Second Floor)</b>	<b>540</b>
<b>Total Flow</b>	<b>2,420</b>
<b>Design Flow</b>	<b>8,300</b>
<b>Extra Capacity</b>	<b>5,880</b>

### 4. Proposed Use Table (additional buildout)

Tenant	Per Env-Wq 1008-1 - "Unit Design Flow Figures"		Flow (GPD)
	Use	Formula	
<b>20</b> <i>Lt. Manufacturing</i>	Factory (café/shower)	20 GPD/employee	160
<b>21</b> <i>Lt. Manufacturing</i>	Factory (café/shower)	20 GPD/employee	160
<b>22</b> <i>Lt. Manufacturing</i>	Factory (café/shower)	20 GPD/employee	160
<b>Sum Total</b>			<b>480</b>
<b>Existing Flow</b>			<b>2,420</b>
<b>Total Proposed Flow</b>			<b>2,900</b>