

CONWAY PLANNING BOARD

MINUTES

JANUARY 24, 2002

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CONWAY PLANNING BOARD

MINUTES

JANUARY 24, 2002

A meeting of the Conway Planning Board was held on Thursday, January 24, 2002 beginning at 7:04 p.m. at the Conway Town Office in Center Conway, NH. Those present were: Chair, Sheila Duane; Vice Chair, Robert Drinkhall; Secretary, Conrad Briggs; Brian Glynn; David Robinson; Martha Tobin; Alternate, Cesare Macchionni; Planning Director, Thomas Irving; and Recording Secretary, Holly Meserve.

REVIEW AND ACCEPTANCE OF MINUTES

Mr. Drinkhall made a motion, seconded by Mr. Briggs, to adopt the Minutes of January 10, 2002 as writing. Motion unanimously carried.

Mr. Briggs made a motion, seconded by Ms. Tobin, to continue the Minutes of January 3, 2002 until the next meeting. Motion unanimously carried.

PUBLIC HEARING – ARTICLE 131-3 – DEFINITIONS OF SUBDIVISION, MINOR SUBDIVISION AND BOUNDARY LINE ADJUSTMENTS

Subdivision Definition: The public hearing was opened at 7:05 p.m. Mr. Irving reviewed the proposed changes. Mr. Irving stated that he does not know the value of the second paragraph. Ms. Duane asked for public comment; there was none. The public hearing was closed at 7:10. **Mr. Briggs made a motion, seconded by Mr. Drinkhall, to adopt the changes to Article 131-3 – definition of a subdivision as written. Motion unanimously carried.**

Minor Subdivision Definition: The public hearing was opened at 7:11 p.m. Mr. Irving reviewed the proposed changes. Mr. Irving stated that a boundary line agreement is when the boundary is unknown or in dispute, so the line is reestablished. Mr. Irving stated that a boundary line adjustment is when the boundary line is known, but all parties agree to change the boundary line and no new lots are resulted. Ms. Duane asked for public comment; there was none. The public hearing was closed at 7:13 p.m. **Mr. Briggs made a motion, seconded by Mr. Glynn, to adopt the changes to Article 131-3 – definition of a minor subdivision as written. Motion unanimously carried.**

Boundary Line Adjustment Definition: The public hearing was opened at 7:14 p.m. Mr. Irving stated that a boundary line adjustment is not defined in the ordinance. Ms. Duane asked for public comment; Bob Barriault asked if this would require a review by the Planning Board. Mr. Irving answered in the affirmative and stated that a BLA is considered a minor subdivision. The public hearing was closed at 7:15 p.m.

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Mr. Briggs made a motion, seconded by Mr. Glynn, to adopt the changes to Article 131-3 – definition of a boundary line adjustment. Motion unanimously carried.

PUBLIC HEARING – ARTICLE 123-23 – LOADING FACILITIES

The public hearing was opened at 7:16 p.m. Mr. Irving read the proposed amendment to Article 123-23 and the summary of the amendment. Ms. Duane asked for public comment; Mr. Barriault asked if portable storage trailers factor into the greenspace and parking calculations and the assessed value. Mr. Irving stated that he cannot speak to the assessed value, but there are recent court cases regarding just that. Mr. Irving stated that they would have to be considered under impact.

Mr. Barriault stated that it should be factored into the square footage. Mr. Irving stated that the footprint or the square footage of trailers or facilities should be considered in the square footage for parking and greenspace. Mr. Barriault stated that it is an obvious omission and should be corrected. Ms. Duane stated that moveable facilities would be considered square footage in regard to greenspace and parking. Mr. Irving stated that they might use trailers instead of constructing a building, but the intention is that these facilities are included in the square footage for parking and footprint area.

Mr. Irving suggested adding “such facilities are counted toward total footprint area and commercial floor space.” Ms. Duane asked for public comment; Robert deFeyter asked if there is any change from what we are doing now. Mr. Irving stated that this will require them to put it on the plan. Mr. deFeyter asked if it is already on a site plan then it doesn’t need to be buffered. Mr. Irving answered in the affirmative, but if they come in for a site plan again, then a buffer would be required.

Mr. deFeyter stated that an opaque or vegetated buffer are two different things. Mr. Irving stated that a building could be an opaque buffer. Mr. deFeyter stated that “opaque” means impervious to light or not easily understood. Mr. deFeyter asked if it should meet the architectural guidelines. Mr. deFeyter stated that we should define what type of buffer is required. Mr. Irving asked if he had any suggestions. Mr. deFeyter stated vegetated and describe it as a structure so the architectural guidelines apply. Mr. Irving asked if it should be required to have windows. Mr. deFeyter answered in the negative and stated that that section of the ordinance can be waived. Mr. deFeyter stated that it should define buffer and apply the architectural standards.

Mr. Robinson stated that “opaque” means you cannot see through it. Mr. Irving stated that that is the intention. Mr. Robinson stated that it should blend in with the existing structure. Mr. Irving suggested adding the wording “as approved by the Board”. Ms. Duane stated that we are going to be crowding the agenda with storage trailers. Mr. Irving agreed. Ms. Duane asked if it would be a minor site plan review. Mr. Irving answered in the affirmative. Mr. Barriault stated that we already require that now. Mr. Irving stated that the reason for this amendment is because we haven’t clarified the ordinance. Mr. Irving stated that the Board has determined that this is an increase of intensity.

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Ms. Duane asked if this is a seasonal permit and required every year. Mr. Irving answered in the negative and stated when it is on an approved site plan they are all set. Ms. Duane stated that she is concerned with the expense just to have a storage trailer. Mr. Irving stated that it is a one-time expense. Mr. Irving stated once the area is there, they have established the location.

Mr. deFeyter stated that the proposal does not address agricultural buildings. Mr. Irving stated that agricultural buildings are not subject to site plan regulations. The Board agreed to add the wording “as approved by the Board”. The public hearing was closed at 7:39 p.m. **Ms. Tobin made a motion, seconded by Mr. Briggs, to continue the public hearing on Article 123-23 - Loading Facilities until February 14, 2002. Motion unanimously carried.**

**PUBLIC HEARING – ARTICLE 147-11.B. – BUSINESS PARK
DEVELOPMENTS CONTINUED**

The public hearing was opened at 7:41 p.m. Mr. Irving stated that this amendment would provide for the development of a Business Park Development. Mr. Irving stated that he has two questions for the Board: 1) is the current zoning for the business district sufficient to provide for this type of development; and 2) if yes to question 1, than have we provided measures to mitigate negative impacts to adjacent properties, neighborhoods and municipal infrastructure.

Mr. Irving stated that water and sewer are not regulated by zoning, but by the precincts. Mr. Irving stated many of the commercial areas are provided with water and sewer, so this is not really an issue. Mr. Irving stated that he did some research in regard to question 1. Mr. Irving stated in regard to the scale of the project, he used lots that were at least 20 acres and found 11 lots that met that criteria. Mr. Irving stated because of the use on some of the lots (landfill, PSNH, Memorial Hospital, etc.) it took it down to five possible lots.

Mr. Irving stated he then looked at the amenities for each lot and most of them are located in remote areas. Mr. Irving stated that now we are down to one or two possible lots for this type of development. Mr. Irving stated that he next looked at communications. Mr. Irving stated that there needs to be a significant switching station for fiber optics, which we have two, one in Conway Village and one in North Conway Village. Mr. Irving stated that it is probably not practical to extend them either way to the two available lots.

Mr. Irving stated if we were asked if we could find a home for this type of development under the proposed zoning amendment, we could find lots that can accommodate them, but we would not find them a home under the Town’s current zoning. Mr. Irving asked if the Board concurs with this analysis or if our zoning ordinance can accommodate this type of development. Ms. Duane asked if any Board member had an opposition to this special exception; there was none.

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Mr. Irving stated that the next question would be have we taken the necessary steps to protect the community and the abutters. Ms. Duane stated that she feels we have protected the abutters. Mr. Robinson asked how is the development going to obtain communications. Mr. Robinson asked if they are going to lay their own lines or drain the bandwidth from the Town. Mr. Robinson stated that the business development parks should develop their own.

Mr. Robinson stated that it would affect the Town of Conway if they tap into the existing technology infrastructure. Ms. Duane stated that this is not for a specific business. Mr. Robinson stated that it is an important factor to protect. Mr. Irving stated if any new additional demand then there is an incentive to enhance the overall service. Mr. Irving stated that they could end up boxing the limited supply or enhancing the overall supply. Mr. Irving stated that maybe this is getting too specific.

Mr. Irving stated in regard to item #1, are we trying to regulate the use of the property or who is using the property. Mr. Irving stated that zoning is intended to regulate the use and if we try to regulate the user, we might not be able to hold it up in court. Mr. Irving stated he changed the parking requirement from thirty (30) spaces to 20,000 square feet. Mr. Irving stated that lighting is reviewed during the site plan process; therefore, he removed it from the special exception. Mr. Irving stated that the buffer is reviewed under the site plan process; therefore, he removed it from the special exception. Mr. Irving stated that he added some additional language to the recreation use. Mr. Irving stated that it does not indicate whom the conservation easement should go to; therefore, it was changed so recreational trails could be incorporated into greenspace.

Ms. Duane asked for board comments; Mr. Robinson asked if the traffic study addresses the project if it is phased. Mr. Irving stated that a traffic study addresses the project at build out under the special exception. Ms. Duane stated that we need a traffic study for the special exception, but phasing is dealt with during the site plan review process.

Ms. Duane asked for public comment; Chester Lucy stated that we have addressed sewer and water, the traffic study, but don't see where we have addressed the impact on the school system. Mr. Lucy stated that there are approximately 14 portable classrooms at the high school. Mr. Lucy stated that it is important item and there should be some sort of study on the impact on the school system. Mr. Irving stated that we do address that under the subdivision regulations (Article 131-39) and it may be appropriate to add it here. Ms. Duane stated that she doesn't see residential incorporated. Ms. Duane stated when this project is complete she doesn't believe everyone will be living in the Town of Conway.

Ms. Tobin stated there is no place in this valley that people who were schooled here to come back to and this may keep people here who are already here. Mr. Barriault stated that he is not sure the Board has provided adequate protection to the abutters, but in regard to the recommendation of it in total, why has the Board elected to pursue this

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unless it is to accommodate one application. Mr. Barriault stated that the language and content is so site specific it gives the appearance of spot zoning.

Mr. Barriault stated that it adds another special exception, which has the potential of resulting in additional commercial encroachment into the residential/agricultural district. Mr. Barriault stated he is not in favor of this amendment. Mr. Barriault stated that the timing is inappropriate when we are in the process of updating our Master Plan.

Mr. Barriault stated that he would have preferred recommending the Economic Council presenting a petitioned article. Mr. Barriault stated that the Planning Board is supposed to be safe guarding the community. Mr. Barriault stated that we should be extremely cautious about expanding the commercial zone. Ms. Duane stated that the motivation was not to provide for a specific application. Mr. Barriault stated that he is not implying that they are. Ms. Duane stated that this is a change for the Planning board to be proactive for the economic base.

Mr. Barriault stated that it is admirable, but still inappropriate at this time. Mr. Barriault stated that trying to safe guard property values with the judgment of a professional does not address what an abutter might think of the building. Mr. Barriault stated that a 100-foot buffer could be a field. Mr. Barriault stated that the building needs to be compatible with the surrounding neighborhood and that is not addressed in this particular special exception. Mr. Barriault stated that a better definition of what that buffer is going to be should be added. Ms. Duane stated during the site plan review process if it is determined that a larger buffer is necessary it could be determined between parties. Mr. Barriault stated that a 100-foot buffer is not going to be appropriate with a structure.

Ted Cramer of Madison stated that a study around the Pease development had a community distance into the Ossipees. Mr. Cramer stated that it is hard to tell the impact on the school. Mr. deFeyter stated that he agrees with Mr. Barriault and stated that this is being done to deal with one particular organization and is close to spot zoning. Mr. deFeyter stated that people could put these in large residential areas of the Town. Mr. deFeyter asked if we want to protect the residential neighborhood. Mr. deFeyter stated we want the jobs, but we don't want to do it at the expense of the impact on the residents of the Town.

Mr. deFeyter stated that it would be easier to change the property to commercial. Mr. deFeyter stated that there are other sites and it doesn't necessarily have to be in Conway. Ms. Duane stated that this ordinance is not being created as a technical village, but a business park and it is not spot zoning. Mr. deFeyter stated that some of the items do not offer protection. Mr. deFeyter stated that it mentions "other expected hazards", but what about unexpected hazards.

Mr. deFeyter stated that in regard to affecting property values, all it is asking for is an opinion from an appraiser. Mr. deFeyter stated even if the tax assessor disagrees, it still meets the requirement. Mr. deFeyter stated that you should change the zoning. Mr. deFeyter stated there are other alternatives and you need to protect the residential

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property. Doug Swett stated that he agrees with Mr. Barriault and Mr. deFeyter. The public hearing was closed at 8:36 p.m.

Ms. Duane stated if the Board feels the changes are appropriate then we need to continue the public hearing to another date. Mr. Robinson asked what is the criteria for the Town Assessor to review the opinion of an appraiser. Mr. Irving stated that we have not adopted any specific criteria. Mr. Irving stated that the reason for the review is to determine that they use sound assumptions and the method is correct. **Mr. Briggs made a motion, seconded by Ms. Tobin, to continue the public hearing for Article 147-11.B. until February 14, 2002. Motion unanimously carried.**

PUBLIC HEARING – PETITIONED ARTICLE – ARTICLE 147-22.D.(1)

The public hearing was opened at 8:44 p.m. Ms. Duane read a letter from Stephen Morrill dated January 16, 2002. Mr. Briggs stated that we already have more highway commercial district than we need at this time. Mr. Briggs stated that we have a lot of empty space on Route 16 and we don't need any more commercial land at this time especially not before the Master Plan is completed.

Ms. Duane asked for public comment; Mr. deFeyter showed the bypass location on the lot of land the petition wished to change to highway commercial. Mr. deFeyter stated that we want to keep the bypass as rural as possible. Mr. deFeyter stated that he doesn't think it makes sense to change it to highway commercial around the bypass.

Mr. Morrill asked who wants to live next to a bypass intersection. Mr. Morrill stated that the traffic on the bypass is to be equal to Route 16 and 302 combined. Mr. Morrill stated that you think there is too much commercial land, there are only three lots available that are over 20 acres. Mr. Morrill stated that they are trying to do something tasteful on the property, something similar to the Red Jacket and the Fox Ridge Resort.

Mr. Barriault stated that he respects the right of Mr. Morrill to petition the Town, but you as a Board must determine to recommend or not recommend it. Mr. Barriault stated that the timing is not appropriate. Mr. Barriault stated that we have invested \$70,000 for a Master Plan Consultant and we should hold off on this until we have an updated Master Plan in place. Mr. Barriault stated that we should wait to see what the community wants for land usage. The public hearing closed at 8:52 p.m.

Mr. Briggs made a motion, seconded by Mr. deFeyter, to recommend the petitioned article for 147-22.D.1. Motion was unanimously defeated.

**CONWAY SCENIC RAILROAD – MINOR SITE PLAN REVIEW (MAP 218,
PARCEL 35) FILE #MR01-15**

Russ Seybold of the Conway Scenic Railroad appeared before the Board. **Mr. Briggs made a motion, seconded by Ms. Tobin, that the application for the Conway Scenic Railroad for a minor site plan review is complete. Motion unanimously carried.**

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Ms. Duane read the requirements to grant a waiver. Mr. Duane read the waiver request for Article 123 to limit the review to the affected area. Mr. Briggs asked if the applicant had any problems with the waiver. Mr. Seybold stated they recognize that the River Run Company encroaches onto their property and they are not taking an issue with that. **Mr. Briggs made a motion, seconded by Mr. Glynn, to grant the waiver request for Article 123 to limit the review to the affected area. Motion unanimously carried.**

Ms. Duane read a waiver request for Article 123-5 through 123-42. **Mr. Briggs made a motion, seconded by Mr. Drinkhall, to approve the waiver request for Article 123-5 through 123-42. Motion carried with Mr. Robinson voting in the negative.** Ms. Duane asked for public comment; there was none.

Mr. Robinson asked with the pavement in the buffer is there a safety issue. Mr. Seybold answered in the negative and stated that they cannot be any closer than six feet to the tracks and they are farther than that. Mr. Robinson stated that there are trucks in the way of the pedestrian walkway, which require the pedestrians to walk around them. Mr. Robinson stated that it is a safety issue and we are supposed to be looking at that here. Mr. Seybold stated that over a period of years he and Joe Berry have discussed access to his property from the lower parking lot. Mr. Seybold stated that they have always thought a pedestrian tunnel was a good idea. Mr. Seybold stated that they encroach on our property so a fence was put up with signs to prevent people from crossing over the tracks.

Mr. Robinson stated if a truck is blocking the pedestrian access then it is a question of safety. Joe Berry stated that the tunnel has been in use for 23 months and he parks in the lower parking lot every day. Mr. Berry stated that there are only service vehicles that use that area and there has never been a problem. Mr. Berry stated that the trucks are accessing our service maintenance department in the lower portion of the building. **Mr. Drinkhall made a motion, seconded by Mr. Briggs, to grant final approval to the Conway Scenic Railroad/River Run Company. Motion carried with Mr. Robinson voting in the negative.** The plans were signed.

RIVER RUN COMPANY – FULL SITE PLAN REVIEW CONTINUED (MAP 218, PARCEL 51, 51.01 & 52) FILE #FR01-04

Joe Berry appeared before the Board. The Board reviewed the outstanding items. **Mr. Drinkhall made a motion, seconded by Mr. Briggs, to conditionally approve the River Run Company application conditionally upon a recorded Grant of Easement between the River Run Company, Inc. and the River Run Company, Inc. for parking spaces and a driveway; a performance guarantee for 50% of all site improvements; when the conditions have been met, the plans can be signed out-of-session; and this conditional approval will expire on April 25, 2002.** Ms. Duane asked for public comment; there was none. **Motion unanimously carried.**

OTHER BUSINESS

John Jones – Conceptual Review: Mr. Jones stated that he would like to subdivide a lot of land into two lots. Mr. Jones stated that he has a 50-foot right-of-way to one road and road frontage on another road. Mr. Jones asked if he could access this property via the right-of-way. The Board agreed that it would not be a problem.

Chapter 88 & 89: Mr. Irving read the attached memo. Mr. Irving stated that he would recommend that the Board reconsider and hold a public hearing on February 14, 2002. **Mr. Briggs made a motion, seconded by Mr. Drinkhall, to reconsider Chapter 88. Motion unanimously carried. Mr. Briggs made a motion, seconded by Mr. Drinkhall, to hold a public hearing on February 14, 2002 on Chapter 88 & 89 to address the amendment. Motion unanimously carried.**

Meeting adjourned at 9:30 p.m.

Respectfully Submitted,

Holly L. Meserve
Recording Secretary

Amendment to §131-3 SUBDIVISION

SUBDIVISION --

- ~~A.~~—The division of a lot, tract or parcel of land into two (2) or more lots, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale, rent, lease, condominium conveyance or building development. It includes resubdivision and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided. The division of a parcel of land held in common and subsequently divided into parts among the several owners shall be deemed a "subdivision."
- ~~B.~~—~~The development of two (2) or more units on a single lot constitutes a "subdivision" and will require application of the subdivision regulation. Each building used for commercial/industrial purposes without dwelling units shall be considered a single unit. In a building containing both commercial, industrial and dwelling units, each dwelling unit shall be counted as one (1) unit and all of the commercial/industrial occupants shall be counted as one (1) unit.~~

Summary of Proposed Amendment

The Problem

Paragraph B. serves no useful purpose and requires the application of a formal subdivision procedure to situations not defined in the RSA (§672:14). This requires a formal subdivision process for units (such as apartments) where the ownership of land is not intended to be conveyed. This added requirement provides no benefit to the Town. Rather, it adds unproductive burdens on developers and the Planning Board.

The Solution

The amended definition is consistent with the Definition of Subdivision represented in RSA §672:14. Removing Paragraph B. eliminates the redundant and unproductive requirement. The density restrictions represented in the Zoning Ordinance are already administered through the building permit process and site plan reviews for nonresidential and multi-family developments.

Fiscal impact

The proposed amendment will likely reduce the fiscal burden on the Town and the PB by reducing the incidence of unproductive bureaucratic process.

Amendment to §131-3 MINOR SUBDIVISION

MINOR SUBDIVISION -- ~~Any subdivision involving:~~

- A. Any subdivision involving ~~Three~~ three (3) lots or less with no potential for re-subdivision and fronting on an existing street, not involving any new street or road or extension of municipal or precinct facilities and not adversely affecting the development of the remainder of the parcel or adjoining property; or
- B. Boundary (Lot) Line Adjustments. ~~The creation of lots for nonbuilding development purposes; or~~
- C. ~~Minor lot line adjustments or boundary line agreements which do not create buildable lots; or~~
- D. ~~A sale, conveyance or exchange of adjacent land among two (2) or more owners which does not increase the number of owners or parcels of land.~~

Summary of Proposed Amendment

The Problem

The definition is too complicated, subjects Boundary Line Agreements to Subdivision review where they are not required by State law and refers to subdivisions that are not permitted under the Zoning ordinances (unqualified lots).

The Solution

Remove unsatisfactory language.

Fiscal impact

The proposed amendment will likely reduce the fiscal burden on the Town and the PB by reducing the incidence of unproductive bureaucratic process.

Amendment to §131-3 BOUNDARY (LOT) LINE ADJUSTMENTS.

Boundary (Lot) Line Adjustments. The exchange of abutting land among two or more owners which does not increase the number of owners or the number of lots and does not create a nonconforming lot or add to the degree of non-conformity of existing lots.

Summary of Proposed Amendment

The Problem

Boundary (Lot) Line Adjustments are not defined.

The Solution

Define Boundary (Lot) Line Adjustments.

Fiscal impact

The proposed amendment will likely reduce the fiscal burden on the Town and PB by reducing the incidence of unproductive bureaucratic process.



TOWN OF CONWAY

P.O. Box 70 • CENTER CONWAY, NEW HAMPSHIRE 03813-0070

(603) 447-3855

FAX (603) 447-5012

MEMO

TO: Sheila Duane, Planning Board Chair

FROM: Tom Irving, Planning Director

CC: Planning Board

DATE: 01/15/02

RE: Business Park Special Exception

Message:

Please find the attached draft of the special exception (Draft 010302) that includes the revisions discussed at the meeting of January 3rd. Please also find another version (Draft 010802) that includes some further refinements that should be considered.

There are two fundamental questions that you must answer.

1. Does the current business district zoning fail to reasonably facilitate this type of land use?
2. If the current zoning is deficient, does the proposed special exception adequately mitigate impacts on adjacent properties, neighborhood character and municipal infrastructure?

Proposed amendment to §147-11 Residential Agricultural District of the Town of Conway Zoning Ordinance

Revise Paragraph B. Special Exceptions by inserting the following:

- (9) Business Development Parks – A special exception may be granted for a business development park that provides education and technical assistance as well as incubation space and infrastructure for new and existing business development, including roads, buildings, and other necessary infrastructure within the Residential/Agricultural District, provided the following conditions are satisfied:
1. Proximity to Business District. The subject property must have some of its boundary within or contiguous with the boundary of the Business District.
 2. Arterial Road. The business development park must front on and access an existing arterial road.
 3. Setbacks. The minimum front, side and rear setback from all adjacent properties and roads shall be one hundred (100) feet.
 4. Parking Lots. Parking lots shall not exceed 20,000 square feet in gross area.
 5. Nuisance/hazards. The applicant must demonstrate that the operations of the business development park, including noise, odors and any other expected hazards associated with the development are consistent with that of a residential neighborhood.
 6. Property values. The applicant shall provide a comprehensive report, by an appraiser licensed by the State of New Hampshire, which demonstrates that there will be no negative impact on abutting properties. This report shall be reviewed and comments will be provided by the Town Assessor.
 7. Traffic Study. The applicant must provide a traffic study, certified by a qualified engineer licensed by the State of New Hampshire, which clearly indicates the traffic impacts that would result from the project and improvements to the existing transportation infrastructure that would be necessary to ensure appropriate access and level of service. This report shall be reviewed and comments will be provided by the Town Engineer.
 8. Buffer. A perimeter buffer area adjacent to all abutting properties and streets shall be left in its undisturbed natural state or if disturbed shall be replanted with indigenous species. The minimum buffer depth shall be 100 feet.
 9. Recreation use. The business development park will construct a passive and active recreation trail system within the project for use by tenants of the business development park and the public. The trail system shall provide links to other existing or future publicly accessible trails adjacent to the property. The rate of trail system construction shall be, at least, consistent with the rate of development of the business development park. The recreation trails may cross the buffer only to connect with existing or future publicly accessible trails on adjacent properties and if they do not impair the effectiveness of the buffer.
 10. Green Space. Green space shall comprise not less than thirty-five (35) percent of the total lot area, exclusive of wetlands, water bodies, the 100 year floodplain and slopes over 25%.

Proposed amendment to §147-11 Residential Agricultural District of the Town of Conway Zoning Ordinance

Revise Paragraph B. Special Exceptions by inserting the following:

- (9) **Business Development Park** – A special exception may be granted for a business development park that provides education and technical assistance as well as incubation space and infrastructure for new and existing business development, including roads, buildings, and other necessary infrastructure within the Residential Agricultural District, provided the following conditions are satisfied:
1. **Nonprofit Corporation.** The business development park will be a 501C(3) nonprofit corporation, which is a New Hampshire corporation.
 2. The subject property must have some of its boundary within or contiguous with the boundary of the Business District.
 3. The business development park must front on and access an existing arterial road.
 4. The minimum front, side and rear setback from all adjacent properties and roads shall be one hundred (100) feet.
 5. Parking lots shall not exceed 30 spaces each.
 6. **Nuisance/hazards.** The applicant must demonstrate that the operations of the business development park, including noise, odors and any other expected hazards associated with the development are consistent with that of a residential neighborhood.
 7. **Property values.** The applicant shall provide a comprehensive report, by an appraiser licensed by the State of New Hampshire, which demonstrates that there will be no negative impact on abutting properties. This report shall be reviewed and comments will be provided by the Town Assessor.
 8. The applicant must provide a traffic study, certified by a qualified engineer licensed by the State of New Hampshire, which clearly indicates the traffic impacts that would result from the project and improvements to the existing transportation infrastructure that would be necessary to ensure appropriate access and level of service. This report shall be reviewed and comments will be provided by the Town Engineer.
 9. **Lighting.** A lighting (photometric) plan shall be submitted to the Planning Board as part of the site plan review which keeps all light within the property and does not produce night time glare. This requirement shall not be waived pursuant to the waiver provisions of Chapter 123.
 10. **Buffer.** A perimeter buffer area adjacent to all abutting properties and streets shall be left in its undisturbed natural state or if disturbed shall be replanted with indigenous species. The minimum buffer depth shall be 100 feet. This requirement shall not be waived pursuant to the waiver provisions of Chapter 123.
 11. **Recreation use.** The business development park will construct a passive and active recreation trail system within the project for use by tenants of the business development park and the public.
 12. The recreation trails may cross the buffer only to connect with existing or proposed trails on adjacent properties and if they do not impair the effectiveness of the buffer.
 13. **Conservation easement.** The business development park will dedicate a portion of the site, which lies outside of the development area as a conservation easement.

superseded

Proposed amendment to §147-11 Residential Agricultural District of the Town of Conway Zoning Ordinance

Revise Paragraph B. Special Exceptions by inserting the following:

- (9) Business Development Park – A special exception may be granted for a business development park that provides education and technical assistance as well as incubation space and infrastructure for new and existing business development, including roads, buildings, and other necessary infrastructure within the Residential Agricultural District, provided the following conditions are satisfied:
1. Nonprofit Corporation. The business development park will be a 501C(3) nonprofit corporation, which is a New Hampshire corporation.
 2. The subject property must have some of its boundary within or contiguous with the boundary of the Business District.
 3. The business development park must front on and access an existing arterial road.
 4. The minimum front, side and rear setback from all adjacent properties and roads shall be one hundred (100) feet.
 5. Parking lots shall not exceed ~~30 spaces each~~ **20,000 square feet in gross area.**
 6. Nuisance/hazards. The applicant must demonstrate that the operations of the business development park, including noise, odors and any other expected hazards associated with the development are consistent with that of a residential neighborhood.
 7. Property values. The applicant shall provide a comprehensive report, by an appraiser licensed by the State of New Hampshire, which demonstrates that there will be no negative impact on abutting properties. This report shall be reviewed and comments will be provided by the Town Assessor.
 8. The applicant must provide a traffic study, certified by a qualified engineer licensed by the State of New Hampshire, which clearly indicates the traffic impacts that would result from the project and improvements to the existing transportation infrastructure that would be necessary to ensure appropriate access and level of service. This report shall be reviewed and comments will be provided by the Town Engineer.
 9. ~~Lighting. A lighting (photometric) plan shall be submitted to the Planning Board as part of the site plan review which keeps all light within the property and does not produce night time glare. This requirement shall not be waived pursuant to the waiver provisions of Chapter 123.~~
 10. Buffer. A perimeter buffer area adjacent to all abutting properties and streets shall be left in its undisturbed natural state or if disturbed shall be replanted with indigenous species. The minimum buffer depth shall be 100 feet. ~~This requirement shall not be waived pursuant to the waiver provisions of Chapter 123.~~
 11. Recreation use. The business development park will construct a passive and active recreation trail system within the project for use by tenants of the business development park and the public. **The trail system shall provide links to other existing or future publicly accessible trails adjacent to the property. The rate of trail system construction shall be, at least, consistent with the rate of development of the business development park.**
 12. The recreation trails may cross the buffer only to connect with existing or proposed **future publicly accessible** trails on adjacent properties and if they do not impair the effectiveness of the buffer.
 13. Conservation easement. ~~The business development park will dedicate a portion of the site, which lies outside of the development area as a conservation easement~~ **Green space shall comprise not less than thirty-five (35) percent of the total lot area, exclusive of wetlands waterbodies, the 100 year floodplain and slopes over 25%.**

To: Conway Planning Board

January 16 2002

I would like to take this opportunity to address the proposed change in zoning for our 650 +/- acre property in Center Conway .

This parcel of land was purchased in 1911 by my grandfather and his siblings. It is an adjacent lot to the Nichols Farm which was the Family Homestead established in the 1850's .

This parcel was inherited by my grandfather who was born on this farm in 1875. It was inherited by my farther 1964, however my farther managed the land since 1950.

Through the years the land has been managed as a Tree Farm it was one of the first in New Hampshire

Some of the lake frontage has been sold through the years this was done not only as revenue source but also as a positive benefit for the town of Conway. The benefits include increased tax base and land use restrictions exceeding any town ordinance that were or are in effect (note page 2 of Hall deed). A copy of a typical deed is included note this deed was prepared in 1976 but is typical of deeds from the 50's and 60's.

In 1991 my mother inherited the land. Through estate planning the land has been inherited by her four children and there spouses.

I Steve Morrill and my wife Olga own one forth interest we have two children. Skye who is 28 lives on the property with her husband and 2 year old daughter. Her husband Eric is a partner in my saw mill . My son Seth is in Hawaii but we hope will return to Conway.

Brad Morrill and his wife Margaret who have one quarter interest in the land, live in Center Conway on the land but are presently taking care of my mother who has advanced Alzheimer's. They have no children.

Caroline Follmer my sister and her husband Gary are one quarter owners they live in Kansas the have two children but rarely visit the Conway area.

David Morrill lives in Arizona he is one forth owner. He is not married and has no children.

I have been managing the land since my farther passing in 1991. We have had a three sales of property, two acquisitions of adjacent property and one zoning change. That change of zoning was in 1992 when we sold 12 acres to Ceramco. Deed inclosed. In that deed we restricted land use beyond zoning regulations (note page 3 of Henriksen deed). We retain the timbering rights and manage the unused portion of the Ceramco land under the same standards as our 2001 Distinguished Tree Farm of New Hampshire.

Land and estate planning is the number one focus of our zoning change. We wish to subdivide the 188 acres into five large lots averaging 37 acres each. We will retain the timber rights on these lots and manage them as we would the other 500 +/- acres. Through deed restriction as been our documented history we will make every effort to maintain the same standards of what's good for Conway now and in the future.

Thank you

Steve Morrill



RECEIVED
CARROLL COUNTY
REGISTRY

1993 SEP 23 AM 11:48

Debra A Brown
Deputy
REGISTER OF DEEDS

~~1544~~
1544/796
2023/93

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX

THOUSAND 3 HUNDRED AND 00 DOLLARS

97655 \$ 3333500.00

09/23/1993

VOID IF ALTERED

012288

PLACE TRANSFER TAX STAMP ABOVE THIS LINE

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That We, ETHEL MORRILL, with a mailing address of Post Office Box 275, Village of North Conway, Town of Conway, County of Carroll and State of New Hampshire (03860) being the sole beneficiary under the Will of Brewster Morrill (See Carroll County Probate #24,305), STEPHEN D. MORRILL and OLGA MORRILL, husand and wife, of the Town of Madison, County of Carroll and State of New Hampshire (03849), GARY FOLLNER and CAROLYN B. FOLMER, husband and wife, of 3924 Pommel Place, West Des Moines, Iowa (50265), BRUCE DAVID MORRILL, with a mailing address of Post Office Box 1842, Town of Conway, County of Carroll and State of New Hampshire (03818), BRADFORD M. MORRILL and MARGARET MORRILL, husband and wife, of Center Conway, Town of Conway, County of Carroll and State of New Hampshire (03818), for consideration paid, grant to ANDERS HENRIKSEN, TRUSTEE OF THE HENRIKSEN REAL ESTATE TRUST, under Declaration of Trust dated September 22, 1993, recorded at Carroll County Registry of Deeds, at Book 1544, Page 791, with a mailing address of PO Box 300, Center Conway, NH 03813, Town of Chatham, County of Carroll, State of New Hampshire (03818), with WARRANTY covenants:

A certain tract or parcel of land, together with any improvements thereon, situate in the Town of Conway, County of Carroll and State of New Hampshire, shown as Lot #1 on a plan entitled "Subdivision Plan of MORRILL ESTATE, Center Conway, New Hampshire" drawn by

COOPER, DEANS & CARROLL, P.A. - ATTORNEYS AT LAW
PINE STREET - P. O. BOX 450 - NORTH CONWAY, NEW HAMPSHIRE 03860-0450

BK 1544 PG 796

Henriksen, Anders

Henriksen, Anders
8-22-93

5,000

Ammonoosuc Survey Company, Inc., dated July 14, 1993, Drawing No. C-93-2, said Lot #1 being more particularly bounded and described as follows:

Beginning at a point on the southerly sideline of U.S. Route 302, so-called, said point being the northwesterly corner of the lot herein described;

Thence running along the southerly sideline of U.S. Route 302 along an arc of a curve with a radius of 2789.90 feet, a distance of 240.00 feet to a cement bound found;

Thence continuing along the southerly sideline of U.S. Route 302 South 70° 56' 35" East, a distance of 240.31 feet to a point;

Thence continuing along the southerly sideline of U.S. Route 302 along an arc of a curve with a radius of 7714.0 feet, a distance of 175.47 feet to an iron pipe set;

Thence turning and running along land now or formerly of Eleanor Gerson South 12° 20' 15" West, a distance of 700.00 feet to an iron pipe set;

Thence turning and running along land now or formerly of Morrill the following courses and distances:

North 70° 56' 35" West, a distance of 651.76 feet to an iron pipe set;

North 12° 03' 25" West, a distance of 258.12 feet to an iron pipe set;

North 07° 06' 05" East, a distance of 117.57 feet to an iron pipe set;

North 33° 30' 00" East, a distance of 160.00 feet to an iron pipe set;

North 63° 55' 05" East, a distance of 130.66 feet to an iron pipe set at the point and place of beginning.

Said Lot #1 containing 11.96 acres, more or less.

TOGETHER WITH a right of way over the existing access to the west of the premises described above from Route 302 to Lot #1 as shown on the above referenced plan.

MEANING AND INTENDING to describe and convey a portion of the premises conveyed by:

BK 1544 PG 797

- (1) Quitclaim Deed of Milton Dana Morrill to Brewster Morrill dated May 27, 1958 recorded at Carroll County Registry of Deeds at Book 327, Page 135;
- (2) Quitclaim Deed of Milton Dana Morrill to Brewster Morrill dated October 29, 1964 recorded at said Registry at Book 384, Page 471;
- (3) Will of Brewster Morrill;
- (4) Warranty Deeds of Ethel Morrill to Stephen D. Morrill and Olga Morrill dated December 31, 1991 recorded at Book 1471, Page 145, Deed dated July 30, 1992 recorded at Book 1494, Page 823, Deed dated January 11, 1993 recorded at Book 1514, Page 721;
- (5) Warranty Deeds of Ethel Morrill to Gary Follmer and Carolyn B. Follmer dated December 31, 1991 recorded at Book 1471, Page 141, Deed dated July 30, 1992 recorded at Book 1494, Page 827, Deed dated January 11, 1993 recorded at Book 1514, Page 725;
- (6) Warranty Deeds of Ethel Morrill to Bradford M. Morrill and Margaret Morrill dated December 31, 1991 recorded at Book 1471, Page 137, Deed dated July 30, 1992 recorded at Book 1494, Page 819, Deed dated January 11, 1993 recorded at Book 1514, Page 733;
- (7) Warranty Deeds of Ethel Morrill to Bruce David Morrill dated December 31, 1991 recorded at Book 1471, Page 133, Deed dated July 30, 1992 recorded at Book 1494, Page 815, Deed dated January 11, 1993 recorded at Book 1514, Page 729.

This is not the homestead of the within Grantors.

RESERVING to Grantors, their successors and assigns, of the remaining property devised by the Will of Brewster Morrill, the right to harvest timber pursuant to management plans approved under Town of Conway Current Use procedures. Grantee has rights to the cutting of firewood for his personal use. Grantee may clear land and construct buildings and accessory uses thereon without violation of this provision and the balance of land shall remain subject to that provision, provided Grantors shall assume and pay all yield taxes for timber harvest.

SUBJECT TO:

- (1) No further subdivision; but Grantee may make lot line adjustments with existing land of Henriksen (Book 924, Page 236) from time to time without consent of the Grantors.

BK 1544 PG 1798

- (2) Maintenance of a natural buffer of existing trees, shrubs and growth for a depth of 150 feet from the current center line of Route 302; but this shall not prohibit clearing of undergrowth, bushes and dead and decaying growth.
- (3) No placement of signs or billboards of any kind, but Grantee may place identification sign of any business conducted on these premises with approval of the Grantors, which approval shall not be unreasonably withheld.
- (4) Buyer's assumption of current use status and responsibility for any penalty resulting from any change of use.

WITNESS our hands this 13 day of September, 1993.

Sharon Brooks
WITNESS

Carol J. Carey
WITNESS

Carol J. Carey
WITNESS

Cindy Eilrich
WITNESS

Cindy Eilrich
WITNESS

Sharon Brooks
WITNESS

Sharon Brooks
WITNESS

Sharon Brooks
WITNESS

Ethel Morrill
ETHEL MORRILL

Stephen D. Morrill
STEPHEN D. MORRILL

Olga R. Morrill
OLGA MORRILL

Gary Follmer
GARY FOLLMER

Carolyn B. Follmer
CAROLYN B. FOLLMER

Bruce David Morrill
BRUCE DAVID MORRILL

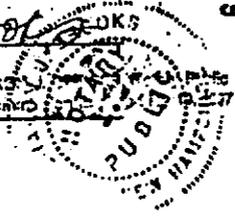
Bradford M. Morrill
BRADFORD M. MORRILL

Margaret Morrill
MARGARET MORRILL

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS.

Personally appeared the above named, ETHEL MORRILL, and acknowledged the foregoing instrument as her voluntary act and deed, before me this 11th day of September, 1993.

Sharon Brooks
Notary Public
Justice of the Peace
My Comm. Expires: 12/31/93



BK 1544 PG 799

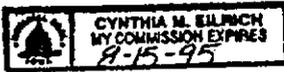
STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS.

Personally appeared the above named, STEPHEN D. MORRILL AND
OLGA MORRILL, and acknowledged the foregoing instrument as their
voluntary act and deed, before me this 13th day of September,
1993.

Carol J. Carey
Notary Public
Justice of the Peace
My Comm. Expires: Carol J. Carey, Notary Public
My Commission Expires May 23, 1995

STATE/Commonwealth of Iowa
COUNTY OF Polk, SS.

Personally appeared the above named, GARY FOLLMER AND CAROLYN
B. FOLLMER, and acknowledged the foregoing instrument as their
voluntary act and deed, before me this 9th day of September,
1993.



Cynthia M. Eilrich
Notary Public
Justice of the Peace
My Comm. Expires: 9-9-93

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS.

Personally appeared the above named, BRUCE DAVID MORRILL, and
acknowledged the foregoing instrument as his voluntary act and
deed, before me this 13th day of September, 1993.

Sharon J. Brooks
Notary Public
Justice of the Peace
My Comm. Expires: SHARON J. BROOKS, Notary Public
My Commission Expires May 13, 1995

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS.

Personally appeared the above named, BRADFORD M. MORRILL AND
MARGARET MORRILL, and acknowledged the foregoing instrument as
their voluntary act and deed, before me this 11th day of September,
1993.

Sharon J. Brooks
Notary Public
Justice of the Peace
My Comm. Expires: SHARON J. BROOKS, Notary Public
My Commission Expires May 13, 1995

647-122
12/2/76

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HERBERT P. SCHIFFER of 290 Main Street, Walpole, County of Norfolk, Commonwealth of Massachusetts, and STANLEY V. PARIS of Atlanta, County of Fulton, State of Georgia, for ONE DOLLAR and other valuable considerations, GRANT TO DUDLEY HALL and MARJORIE U. HALL as JOINT TENANTS with rights of survivorship, both of 146 Fieldstone Road, Westwood, County of Norfolk, Commonwealth of Massachusetts, 02090, with WARRANTY COVENANTS,

A certain tract of land situated in the Town of Conway, County of Carroll, State of New Hampshire, located on the northerly side of Cove Road, so-called, depicted as LOT NO. 2, Section 4, Conway Lake Shores, Plan of Land in Conway, New Hampshire, Property of Brewster Morrill, surveyed by Thaddeus Thorne, August 1968, bounded and described as follows:

Beginning at an iron pipe on the northerly side of said Cove Road, at the southeast corner of Lot #3; thence North 22° 50' West 325 feet, more or less, along said Lot #3 to the thread of the stream of a small brook; thence easterly 157 feet, more or less, along the thread of the stream of said brook to the northwest corner of Lot #1; thence South 22° 50' East 284 feet, more or less, along said Lot #1 to said Cove Road; thence in a general southwesterly direction 154 feet, more or less, along said Cove Road, to the point of beginning.

MEANING AND INTENDING to convey a portion of the premises conveyed to Herbert P. Schiffer and Stanley V. Paris by deed of Elpash, Inc. dated June 24, 1976, recorded in Carroll County Registry of Deeds, Book 628, Page 177.

This property is conveyed SUBJECT TO the following reservations, exceptions and restrictions, which shall be construed as real covenants running with the land:

RESERVATIONS, EXCEPTIONS AND RESTRICTIONS
TO BE INCLUDED IN DEEDS OF LOTS FROM BREWSTER MORRILL
CONVEYING LAND IN "CONWAY LAKE SHORES, SECTION 4"

The within described premises as shown on "Plan of Land in Conway, New Hampshire, Property of Brewster Morrill, Conway Lake Shores, Section 4", surveyed and drawn by Thaddeus Thorne, August 1968. Approved for subdivision by the New Hampshire Water Supply and Pollution Control Commission by approval number 486, dated October 16, 1968.

The grantor reserves the right to convey the access road shown on the above-mentioned plan for a public highway, together with any necessary easements for drainage of said road in drainage locations existing at the time of the closing, or required by the Town of Conway as a condition to its acceptance of said road, and to grant easements to utility companies providing electric, phone, water and or other service to grantor's remaining land.

CARRROLL COUNTY REGISTRY
RECEIVED
1976
11/17
Dudley Hall
Marjorie U. Hall

STATE TAX
08.85
DEC-76
10559
800

VILLIAM D. PAINE, II
ATTORNEY AT LAW
NORTH CONWAY,
NEW HAMPSHIRE 03860

LIBER 647 PAGE 122

11/17
2135 P 1112

It is a condition upon which this deed is given that the grantee(s) shall pay to grantor, his heirs or assigns, for the use of a right of way from the main highway to this lot, the sum of \$25.00 per year. Such payment to be made annually in advance on or before January 1st of each year. It is also a condition of this deed that the grantee(s) and their heirs or assigns shall use the right of way at their own risk. If the entire distance of the right of way from the main highway to the grantee(s) lot is turned over to the Town of State for a public highway, the \$25.00 per year fee for the use of the right of way shall terminate.

Reservation of Right of First Refusal: Saving, excepting and reserving to the grantor, his successors and assigns (but, particularly the same shall not inure to grantees of parcels carved from the larger tract now owned by the grantor, his successors or assigns, as an appurtenance or otherwise, unless the same shall be expressly at length included in such conveyance), the right of first refusal to repurchase the above described parcel or any portion thereon then to be conveyed by this grantee(s), its heirs, successors and assigns, to bona fide purchasers for value thereof. Such first refusal shall operate as follows: The grantee(s), their heirs, successors or assigns, on desiring to sell, shall obtain a written offer from such purchaser which is acceptable. A copy of such offer together with all of its terms and conditions shall forthwith be transmitted to this grantor, his successors or assigns who shall then have fifteen (15) days to accept or reject the same after actual receipt thereof. Failure to act within said term is to be deemed a rejection of the right of first refusal and the then owner thereof is free to convey the same in accordance with the terms and conditions of said offer provided it shall not free such parcel of grantor's right of first refusal on any subsequent sales thereof. If said grantor is to accept such offer, it must transmit in writing its acceptance within the term thereof and thereupon said parties shall be bound to buy and sell in accordance with the terms and conditions of said offer of the bona fide purchaser for value. Provided, nevertheless, the grantor, his successors or assigns, shall have a period of thirty (30) days after its acceptance of such offer or the time period set forth in said offer, whichever is longer, prior to actual closing. This right of first refusal shall not be construed to include conveyances by devise or inheritance, mortgage deed conveyance to any bona fide lender for value or to any foreclosure sale under power of sale mortgage by such bona fide mortgagee for values; provided, nevertheless, that the then new owners thereof shall hold the same subject to this right of first refusal of the grantor, his successors or assigns. This right of first refusal shall terminate on January 1, 2020.

Use Restrictions: This conveyance is made on the following conditions, which shall remain in force until January 1, A.D. 2020:

1. The premises being conveyed shall not be sub-divided or sold in portions by the lot owner, except in such an instance where two lot owners may wish to divide an abutting lot between, but in no instance shall more than one dwelling unit be erected on any lot as shown on the plan of lot made longer by reason of the above.
2. The parcel hereby conveyed shall be used solely for single family residential purposes with no multiple dwelling units nor more than one dwelling unit erected thereon. This restriction shall not be construed to prevent occasional rental of the dwelling unit on said property for private one-family residential purposes. No out-building, including garages, playhouse, boathouse, etc., may be constructed without first obtaining the written approval of the grantor, his successors and assigns. No trade, business or commercial activity of any nature shall be conducted on said sub-division.

3. No house trailers, mobile homes, "A" frames, dwelling of a temporary type construction, or tents, shall be placed or maintained on said land; except the tenting by children shall be permitted after a dwelling has been constructed on the land in compliance with all other provisions hereof.

4. All structures erected on any lot in the above-mentioned subdivision shall be promptly and expeditiously completed as to their exteriors within 18 months after construction is commenced. All such structures shall be finished in clapboards, shingles, log-siding or any equal quality of exterior finish, with no tar paper or tarred shingles, or other types of tarred siding allowed.

5. Plans, specifications and site plans for all dwellings must be submitted to the grantor or his authorized agent for written approval prior to commencement of any construction. The grantor shall not unreasonably withhold such approval provided plans, specifications and site plans are in keeping with the general tenor of the subdivision.

6. No husbandry of either animals or fowls shall be conducted or maintained upon the property of the subdivision; provided, however, that pets kept within the domicile only shall be excluded from this restriction.

7. No sign of any kind shall be exhibited in any way on or above the property of this subdivision without written approval of the grantor or his authorized agent.

8. Each house lot, and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance. No unusable automobiles or other junk material or debris shall be stored on the premises, and should any improvements on the premises be damaged by casualty or wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with building requirements herein set forth, with no unsightly debris to be left on the premises. No noxious, dangerous, offensive or unduly noisy activity of any nature, nor any activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted on any part of the land conveyed herein.

9. It is further covenanted that the grantor, his successors and assigns, may, on or before January 1, 1989, cause to be formed a mutual non-profit corporation under the laws of the State of New Hampshire, in which the grantee(s) of any lot or lots, by the acceptance hereof, agrees and covenants to become, and shall be, a member, and membership in which shall be limited to the purchasers of property in said tract and/or any other subdivision or development of grantor as they are added to the same. The articles of incorporation of said corporation shall specify among the purposes and duties of said corporation the maintenance, preservation and improvement of the common beach area as shown on plan entitled "Plan of Land in Conway, New Hampshire. Property of Brewster Merrill, Conway Lake Shores, Section 4", to be recorded in Carroll County Records, and the transaction of such other business as may be lawfully permitted, and the grantee(s) agree to pay to said corporation when formed dues or assessments for such purposes as may be fixed by its bylaws, and by lawful act of its board of directors.

It is understood and agreed that the articles of incorporation and bylaws of said corporation shall provide that each owner or purchaser shall be entitled to one vote per lot subject to the provisions that if any member of said corporation shall be a purchaser or owner of more than one lot in said tract, they shall be entitled to a vote for each lot or major fraction thereof as may be purchased or owned by him, which shall apply at all elections and on all other matters that may come before a meeting of the members.

The grantor agrees, that upon the organization of said corporation, he will convey to said corporation his reversionary interest and title in all rights to said common beach area for the benefit of all lot owners, and the title that he may have in all common facilities which he then holds for the common benefit of himself and other owners of land in his development.

Until the formation of said corporation, the grantee(s) and his heirs and assigns shall have the common right to use and enjoy for bathing and beach purposes said common beach area, at his or their own risk, PROVIDED, HOWEVER, that the right of common use and enjoyment shall confer upon the lot owner thereof no right to erect any private building, dock or other installation on said beach area, it being hereby perpetually provided that only such buildings, docks or other installations, or improvements, shall be erected on said beach area as are erected with the common consent of, and for the equal and common enjoyment of, all persons having any right to use said area. Boating and boat operations shall be allowed only in the area designated by the grantor.

10. Failure to enforce any provision or restriction herein contained in any particular instance shall not be deemed a waiver of the right to do so to any continuing, subsequent or other violation.

The use of the foregoing premises, or the occupation thereof, contrary to the intent of the above restrictions, or any part of them, shall not subject said grantee(s) or their heirs, administrators, executors or assigns to forfeiture of their estate on said land, but such use or occupancy shall be conclusively deemed a nuisance for which the grantor, his heirs and assigns, may have remedy by due process of law, or may at his option, by his servants or agents, enter, remove and abate such nuisance at the expense of the grantee either in the presence of or in the absence of the grantee (s) or their heirs, administrators, executors and assigns, without being responsible for trespass thereof.

The grantee(s) covenant and agree for themselves, their heirs or assigns, that neither they, nor their heirs, nor their assigns will sell or convey this property without imposing thereon the conditions set forth above. The grantor covenants and agrees for himself, his heirs or assigns, that neither he nor his heirs nor his assigns will sell or convey any other of the lots shown on said plan without imposing thereon the conditions set forth above.

11. Anything herein to the contrary notwithstanding, the grantor reserves the right to change or modify these covenants and restrictions by amendment or amendments hereto, duly recorded in Carroll County Registry of Deeds, but no such change or modification shall have retroactive effect or shall otherwise, in any substantial way change the character of the subdivision or otherwise affect any other lots previously sold.

In addition to the above standard reservations, exceptions and restrictions, the following restrictions are imposed on Lot #1, Lot #2 and Lot #3 conveyed in this instrument:

- a) No buildings erected on any of the above lots may be sold without the consent of the grantor (Morrill) for a period of three years after completion of construction.
- b) The above lots may not be used for the care of, or treatment of, patients receiving rehabilitation services.

The term grantor as used herein, contrary to implied intent, shall inure to Elpash, Inc., its successors or assigns solely under the Reservation of Right of First Refusal clause and item (a) of additional restrictions imposed on Lots 1, 2 and 3. In all other instances, lot owners shall look only to the developer, Brewster

Morrill, his successors, heirs or assigns, for full and complete satisfaction of the rights reserved to the original grantor, Brewster Morrill, and which rights are hereinafter reserved to him exclusively.

The premises conveyed herein are not homestead property of either Herbert P. Schiffer or Stanley V. Paris.

WITNESS our hands and seals this 30th day of November 1976.

Witness:

Mary E. Hurley
Jan M. Amour

Herbert P. Schiffer
Stanley V. Paris

STATE OF Mass
Worcester COUNTY

Personally appeared Herbert P. Schiffer, satisfactorily proven to be the person whose name is subscribed above, and acknowledged the foregoing instrument to be his free act and deed, this 30 day of Nov, 1976, before me,

Edward J. Kelly
Notary Public
Commission Expires:

STATE OF Georgia
Julian COUNTY

Personally appeared Stanley V. Paris, satisfactorily proven to be the person whose name is subscribed above, and acknowledged the foregoing instrument to be his free act and deed, this 26 day of November, 1976, before me,

Jean C. Ansel
Notary Public
Commission Expires 12/10
Notary Public, Georgia, State at Large
Exp. Commission Expires Feb. 5, 1982

WAIVER

I, Brewster Morrill, hereby waive my right of first refusal reserved to me under deed to Elpash, Inc., recorded in Carroll County Registry of Deeds, Book 107, page 107, specifically RESERVE said right of first refusal on all further transfers of Lot #2 until January 1, A.D. 2020.

WITNESS my hand this 18th day of December, 1976.

Witness:

Jerry Bourque

Brewster Morrill
Brewster Morrill



TOWN OF CONWAY

P.O. Box 70 • CENTER CONWAY, NEW HAMPSHIRE 03813-0070

(603) 447-3855

FAX (603) 447-5012

MEMO

TO: Sheila Duane, Planning Board Chair

FROM: Tom Irving, Planning Director

A handwritten signature in black ink, appearing to read "T. Irving".

CC: Planning Board, File

DATE: 01/14/02

RE: Amendments to §88 and §89 regarding building construction

Message:

It has come to my attention that section 88-2.1 of the proposed amendment is flawed. As the amendment is currently written, single family and duplex residential structures would be subject to building inspections. This is not the intent of the amendment. I suggest that the wording be changed to read as follows:

1. The BOCA National Building Code (1996 edition) is hereby adopted as the building code for the Town of Conway for the control of buildings and structures that are within BOCA Use Groups A, B, E, F, H, I, M, R1, R2 and multiple (more than two) single family dwellings section of Use Group R3. Each and all of the regulations, provisions, penalties, conditions and terms of said BOCA National Building Code are hereby referred to, adopted and made part hereof as if fully set out in this ordinance, with the additions, insertion, deletions and changes, if any, prescribed in Section 88-2.3 of this ordinance.

This change would maintain the current building inspection requirements for multifamily and nonresidential structures.

A public hearing will be necessary. February 14th will meet the statutory requirements so long as no other substantive changes are made. I recommend that previous motion to post the amendment to the warrant be reconsidered, the proposed amendment be revised and a new motion be passed to post the revised amendment to the warrant.

CHAPTER 88

BUILDING CONSTRUCTION

ARTICLE I

Building Heights

~~Building Heights shall conform to the provisions of Chapter 147-17.2 of the Conway Zoning Ordinance. [Adopted 3/75, Amended 3/94]~~

ARTICLE II

Permits; Changes of Use; Certificates

88-1. Legislative intent. This article is adopted pursuant to RSA 31:39 674:51 and RSA 674:52 for the purposes of better regulating and promoting the general health and welfare of the public and of the occupants and users of the buildings and other structures in the Town of Conway, New Hampshire, as well as better ordering the public's prudential affairs.

88-2. Adoption of building code.

1. The BOCA National Building Code (1996 edition) is hereby adopted as the building code for the Town of Conway for the control of buildings and structures that are within BOCA Use Groups A, B, E, F, H, I, M, R1, R2 and multiple (more than two) single family dwellings section of Use Group R3. Each and all of the regulations, provisions, penalties, conditions and terms of said BOCA National Building Code are hereby referred to, adopted and made part hereof as if fully set out in this ordinance, with the additions, insertion, deletions and changes, if any, prescribed in Section 88-2.3 of this ordinance.
2. Additions, insertions and changes. The following BOCA Code sections are hereby revised:

Section 101.1 Title These regulations shall be known as the Building Code of the Town of Conway hereinafter referred to as "this code."

Section 112.3.1 Fee schedule. A fee for each plan examination, building permit and inspection shall be paid in accordance with Section 88-6 of this Chapter.

Section 116.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall be guilty of a misdemeanor by a fine in accordance with Section 88-10 of this chapter, or imprisonment not exceeding fourteen (14) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offence.

December 27, 2001

Sheila Duane
Planning board chairperson
Town of Conway
PO Box 70
Center Conway, NH. 03813

Dear Ms. Duane:

Would you please review the enclosed conceptual drawing, It is for the subdivision of lot 11 map 203 as depicted in the town map book. Said property is located in the Town of Kearsarge with frontage and access on Hurricane Mountain Rd as well as potential access on Crown Ridge Rd via a 50-foot strip of land as shown on the enclosed map.

Driveway access from Hurricane Mountain Rd. to the properties best building location would require a driveway of approximately 1700', access off of Crown Ridge Rd would be less than one third that distance. I am hereby requesting your consideration to allow access from Crown Ridge Rd.

I have met with the town planner Tom Irving to discuss the creation of one additional lot on the above-mentioned property. Under this conceptual idea the existing land associated with the home currently located on the property would consist of approximately 2-3 acres and the remaining property would create an additional lot consisting of 20-21 acres. After my meeting with Tom Irving, I believe that I can meet the town's criteria to create this lot using the Hurricane Mountain Rd access. From a practical point of view however, access from Crown Ridge Rd is much more desirable and less disruptive to the land.

If initially this idea meets with your approval, would you please schedule me for conceptual review with the planning board at your earliest convenience? If this proposal then meets with the board's unofficial approval, I will then proceed to hire HEB engineers to finalize all of the necessary applications to proceed with final approval.

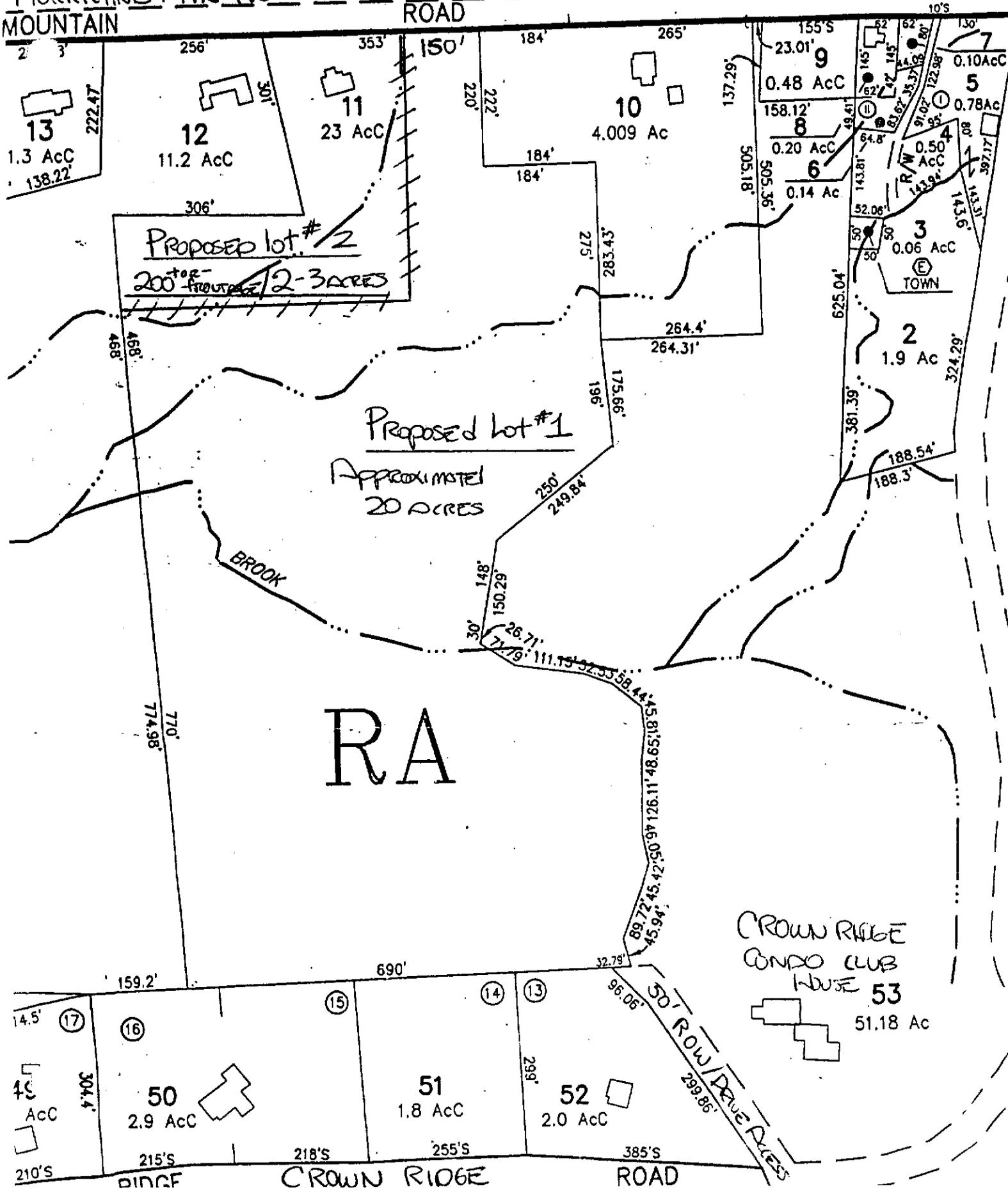
I can be reached by phone at 356-7405 or 387-3589 mobile.

Respectfully,



HURRICANE Mtn Rd

MOUNTAIN ROAD



North Conway Water Precinct

BOX 630
NORTH CONWAY, NEW HAMPSHIRE 03860
Tel. 603-356-5382

October 24, 2001

Mr. John Jones
P O 313
Kearsarge, New Hampshire 03847

Dear Mr. Jones:

Re: New Home
Crown Ridge Road

I have reviewed your plans for a single family home on Map 203 Lot 11 on Crown Ridge Road.

The North Conway Fire Department has no problems with your building plans. However, the road to your home must be up to spec and accessible for emergency vehicles.

Please do not hesitate to give the station a call should you have any questions.

Sincerely,

Robert T. Anderson
Acting Chief

RTA:k

North Conway Water Precinct

BOX 630
NORTH CONWAY, NEW HAMPSHIRE 03860
Tel. 603-356-5382

January 23, 2002

Town of Conway Planning Board
PO Box 70
Center Conway, NH 03813

Attention: Tom Irving - Planning Director

RE: John Jones - Crown Ridge Development #11
23 Acre Parcel

Dear Ladies and Gentlemen;

The lot on Crown Ridge owned by Mr. John Jones can be served by the North Conway Water Precinct Municipal Water System. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Gary Chandler
Superintendent