

LOCATION MAP

SCALE: 1"=200'

LEGEND:

N/F NOW OR FORMERLY  
RP RECORD OF PROBATE  
RCRD ROCKINGHAM COUNTY  
RR SPK RAILROAD SPIKE  
11/21 MAP 11/LOT 21  
O IR FND IRON ROD FOUND  
O IP FND IRON PIPE FOUND  
● IR SET IRON ROD SET  
● DH FND DRILL HOLE FOUND  
● DH SET DRILL HOLE SET  
T TBAR TBAR FOUND  
NHHB NHDOT BOUND FOUND  
S SEWER LINE  
D DRAIN LINE

PLAN REFERENCES:

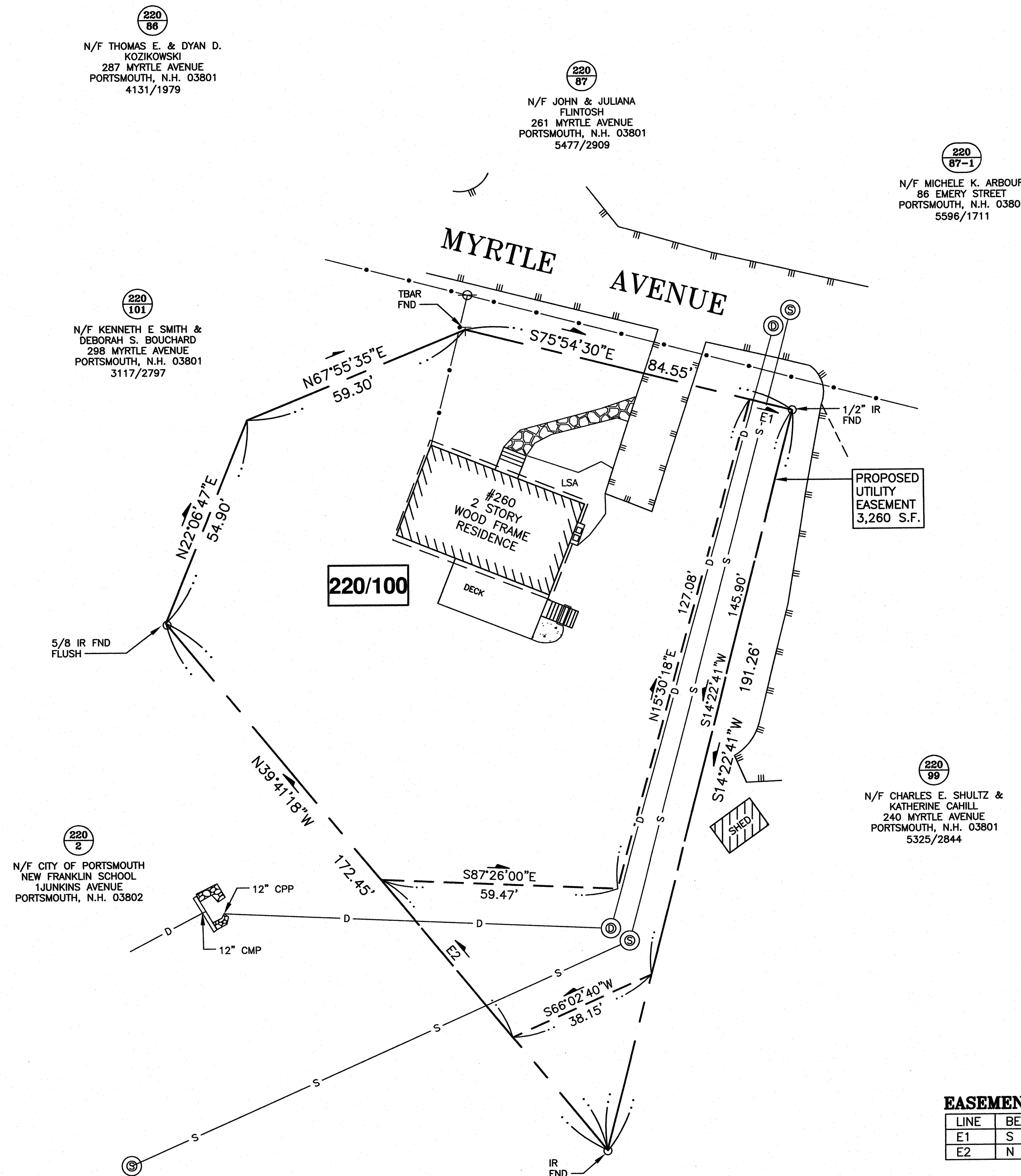
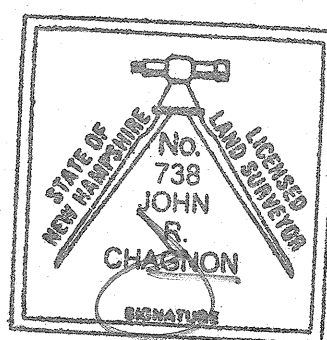
1) LOT LINE RELOCATION PLAN FOR PETER & KIMBERLY FLETCHER AND KENNETH & DEBORAH SMITH, 260 & 298 MYRTLE AVENUE, PORTSMOUTH, N.H., COUNTY OF ROCKINGHAM, SCALE: 1" = 20' DATED JULY 1997 BY AMBIT SURVEY. RCRD PLAN D-25981.

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000.

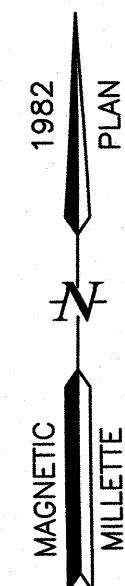
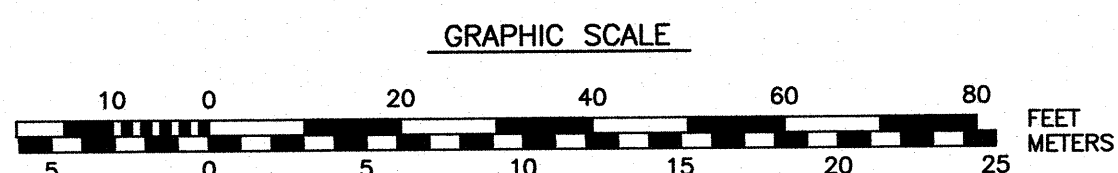
I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

JOHN R. CHAGNON, LLS 738

6-7-19  
DATE



EASEMENT LENGTH TABLE		
LINE	BEARING	DISTANCE
E1	S 75°54'30" E	11.00'
E2	N 39°41'18" W	51.61'



**AMBIT ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
200 Griffin Road - Unit 3  
Portsmouth, N.H. 03801-7114  
Tel (603) 430-9282  
Fax (603) 436-2315

NOTES:

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 220 AS LOT 100.
- 2) OWNERS OF RECORD:  
ROBERT A. & MEGHAN M. DESFOSSES  
260 MYRTLE AVENUE  
PORTSMOUTH, N.H. 03801  
5842/106
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259E, EFFECTIVE MAY 17, 2005.
- 4) EXISTING LOT AREA:  
18,297 S.F.  
0.4200 AC.  
  
PROPOSED EASEMENT AREA:  
3,260 S.F.  
0.0748 AC.
- 5) PARCEL IS LOCATED IN THE SINGE RESIDENCE B (SRB) DISTRICT.
- 6) DIMENSIONAL REQUIREMENTS:  
MIN. LOT AREA: 15,000 S.F.  
FRONTAGE: 100 FEET  
SETBACKS: FRONT 30 FEET  
SIDE 10 FEET  
REAR 30 FEET  
MAXIMUM STRUCTURE HEIGHT: 35 FEET  
MAXIMUM STRUCTURE COVERAGE: 20%  
MINIMUM OPEN SPACE: 40%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED UTILITY EASEMENT TO BENEFIT THE CITY OF PORTSMOUTH.
- 8) VERTICAL DATUM: MEAN SEA LEVEL NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT GPS OBSERVATIONS (±0.2').
- 9) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVE GROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER.

NO.	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	6/7/19
0	ISSUED FOR COMMENT	4/25/19

UTILITY EASEMENT PLAN  
TO THE CITY OF PORTSMOUTH  
TAX MAP 220 - LOT 100

OWNER:  
**ROBERT A. &  
MEGHAN M. DESFOSSES**  
260 MYRTLE AVENUE  
CITY OF PORTSMOUTH  
COUNTY OF ROCKINGHAM  
STATE OF NEW HAMPSHIRE

SCALE: 1" = 20'

APRIL 2019

FB 277 PG 26

481.02

**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: August 8, 2019

TO: JULIETTE WALKER, PLANNING DIRECTOR

FROM: SUZANNE M. WOODLAND, DEPUTY CITY ATTORNEY  
TREVOR MCCOURT, LAW CLERK

RE: 214 MYRTLE AVENUE

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The Department of Public Works is preparing to relocate a sewer and drainage line from 240 Myrtle Avenue across a residential property at 214 Myrtle Avenue. See the attached plan showing the existing location of the sewer line as well as the proposed location of the relocated line. The property owners of 214 Myrtle Avenue, Robert A. and Meghan M. Defosses, are prepared to execute a temporary construction and permanent easement deed for the newly located lines.

The property owners have agreed to this relocation as long as it does not interfere with their plans to construct a new garage on their property. As a result, the drainage line is located a foot

City staff recommends acceptance of a sewer line easement for this property.

**PROPOSED MOTION:** That the Planning Board move to recommend the City Council accept a sewer line and drainage line easement from Robert A. and Meghan M Defosses.

attachments

cc: Ray Pezzullo, Asst. City Engineer  
Terry Desmarais, Jr., City Engineer

## UTILITY EASEMENT DEED

**ROBERT A. AND MEGHAN M. DEFOSES**, with a mailing address of 260 Myrtle Street, Portsmouth, County of Rockingham, State of New Hampshire 03801, hereinafter "Grantor," for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter, "Grantee," with QUITCLAIM COVENANTS, the following easements with respect to Grantor's real property situate on the southerly side of Myrtle Street in the City of Portsmouth, State of New Hampshire:

1. **Permanent Easement Area**: A permanent easement for the purpose of a sewage pipe and a water drainage pipe over the land of GRANTOR as shown on a plan entitled, Utility Easement Plan to the City of Portsmouth, dated 6/7/2019, by AMBIT ENGINEERING , INC. (hereinafter "the Plan"). The Plan recorded at D-\_\_\_\_\_.

Land located in the City of Portsmouth, County of Rockingham, State of New Hampshire, more particularly bounded and described as follows:

Beginning at a 1/2 inch iron rod on the southerly sideline of Myrtle Avenue at land of the Grantor and land now or formerly of Charles E. Schultz & Katherine Cahill;

thence running along land of Charles E. Schultz & Katherine Cahill S 14°22'41" W a distance of 145.90 feet to a point;

thence turning and running over and across land of the Grantor S 66°02'40" W a distance of 38.15 feet to a point at land now or formerly of the City of Portsmouth;

thence turning and running along land of the City of Portsmouth N 39°41'18" W a distance of 51.61 feet to a point;

thence turning and running over and across land of the Grantor the following two courses; S 87°26'00" E a distance of 59.47 feet;

thence N 15°30'18" E a distance of 127.08 to a point at the southerly sideline of Myrtle Avenue;

thence turning and running along the southerly sideline of Myrtle Avenue S 75°54'30" E a distance of 11.00 feet to the point of beginning, having an area of 3,260 square feet, more or less.

2. **Purpose and Rights:** The Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, inspecting, removing, repairing, and replacing a water line with its associated pipes, manholes, and appurtenances. The Grantee shall also have a permanent and non-exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, inspecting, removing, repairing, and replacing a sewer line with its associated pipes, manholes, and appurtenances. The Grantee shall have the right to remove obstructions including pavement, curbing, trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights herein granted. The Grantee agrees to preserve access to any existing structures, driveways and parking areas to the extent reasonably practicable. Grantee shall restore paving, curbing and landscaping materials at Grantee's expense when those paving, curbing and landscaping materials pre-exist the grant of easement or are installed with the approval of the Grantee.
3. **Grantor's Retained Rights:** Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area, substantially change the grade or slope, or install any pipes in the Permanent Easement Area without prior written consent of the Grantee. The Grantor expressly reserves the right to construct a garage immediately to the west of the above-referenced easement area.
4. **Personal Property.** It is agreed that the pipes, manholes, and appurtenances related to the public water main and sewer line installed within the easement area, whether fixed to the realty or not, shall be and remain the property of the Grantee. Pipes, manholes and appurtenances related to any drain lines are the responsibility of the Grantor.
7. **Easement to Run with Land:** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantor by deed of David C. Lear, dated August 4, 2017 and recorded in Book 5842, Page 106 of the Rockingham County Registry of Deeds.

This is an exempt transfer per RSA 78-B:2(I).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Robert A. Defosses

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_  
(name of officer or agent title of officer or agent) of \_\_\_\_\_ (name of  
corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation on  
behalf of the corporation.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
[My commission Expires\_\_\_\_\_]

By: \_\_\_\_\_  
Meghan M. Defosses

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_  
(name of officer or agent title of officer or agent) of \_\_\_\_\_ (name of  
corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation on  
behalf of the corporation.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
[My commission Expires\_\_\_\_\_]