

City of Concord  
Planning Division  
41 Green Street  
Concord, NH 03301  
Attn: AnneMarie Skinner

# Minor Subdivision Application to the City of Concord

138 Snow Pond Road, to be divided into 3 single family residential properties  
for sisters: Molly Thunberg, Sarah Thunberg, and Emily Thunberg.

Molly Thunberg, July 16, 2025

Property: 138 Snow Pond Road, Concord, NH 03301  
Tax Map: 11Z Lot: 51-52  
Merrimack County Registry of Deeds Book: 3827 Page: 0940

City of Concord  
Planning Division  
41 Green Street  
Concord, NH 03301  
Attn: AnneMarie Skinner

Dear AnneMarie Skinner,

Attached please find our application for a minor subdivision of the property, 138 Snow Pond Road, into 3 residential single-family lots.

**List of Attachments**

1. Cover Letter
2. Minor Subdivision Checklist
3. Property Owner Authorization
4. List of Abutters
5. Site Plan Set
  - a. Existing Condition Plan
  - b. Proposed Subdivision Plan
6. Phasing Plan

Hard copies of the application package will be delivered to the Planning Division on Thursday 7/17/2025 for review.

Thank you for your consideration.



Molly Thunberg

[MollyThunberg@gmail.com](mailto:MollyThunberg@gmail.com)

## 02. Minor Subdivision Application Checklist

**PLANNING BOARD CITY OF CONCORD, NH  
MINOR SUBDIVISION CHECKLIST**

This checklist is intended to assist applicants and design professionals in the preparation of minor subdivision applications for consideration by the City of Concord Planning Board. The checklist is also intended as an aid to City staff in its review of a subdivision application. Any question about the applicability of any of the items in the checklist to a particular subdivision application should be discussed with a member of the Planning staff at 603-225-8515, before an application is submitted.

The first section lists the plans and documents needed for an application to be complete. The second section lists elements of each of the plans and documents required for an application to be complete. The third section is designed to provide guidance on the items to be completed after conditional Planning Board approval is obtained from the Planning Board to allow for the recording of the approved plat in the Merrimack County Registry of Deeds.

**Summary**

Name of Subdivision: 3-lot minor subdivision, 138 Snow Pond Road, owned by Sarmolemi Earth LLC  
Agent's Name(s): Marcia Brown and Molly Thunberg (owners of property)  
Street Address: 138 Snow Pond Road Nearest Street(s): Snow Pond Road  
Map\Block\Lot(s): 11Z lots 51-52 Map\Block\Lot(s): \_\_\_\_\_ Map\Block\Lot(s): \_\_\_\_\_  
Zoning District(s): RO-Open Space Residential Overlay District(s): None  
Municipal Water Supply Available: Yes \_\_\_\_\_ No X Municipal Sanitary Sewer Available: Yes \_\_\_\_\_ No X  
Range of Lot Frontage: 239.8 ft to 255 ft Minimum Required Lot Frontage: 200 ft  
Range of Lot Size: 15.8 acres to 5 acres Minimum Required Lot Size: 2 acres  
Minimum Set Backs Required: Front 50 Back 50 Side 40 Shoreland: none

**Part 1: The following documents and plans are needed for an application to be determined complete by the Planning Board.**

**Documents**

- \_\_\_\_\_ An application either signed by all the current owner(s) of the property or signed by an individual authorized by the owner(s) to act as the agent. A letter must be submitted with the application authorizing the individual to act as agent on the owner(s) behalf when the agent signs the application. The appropriate application fees.
- X List of the current abutters to the property including those property owners located across streets and streams from the property being subdivided. Please include the name, address, and profession of the professionals responsible for the preparation of the subdivision plans and supporting studies.
- NA Requests for any waivers from the Subdivision Regulations if any.
- NA A copy of any variances or special exceptions which have been granted by the Zoning Board of Adjustment.
- NA Where Conditional Use Permits (CUP) are required in conjunction with a proposed subdivision, one (1) hard copy and one (1) digital copy of the complete CUP applications shall be provided for each CUP as set forth in Section 34.

## Minor Subdivision Checklist

**Drawings**

- \_\_\_\_\_ Five (5) full sized hard copies and one (1) digital copy of the subdivision plat drawings.
- \_\_\_\_\_ One (1) set of reductions (8½ x 11) of the subdivision plat drawings.

**Part 2: The following standards and items need to be shown on plans in order for a subdivision application to be determined complete.**

**Layout & Certification**

- X \_\_\_\_\_ The final plat shall be prepared, signed, and stamped by a NH Licensed Land Surveyor in a format suitable for filing in the Merrimack County Registry of Deeds.
- X \_\_\_\_\_ Minor subdivision plats may be submitted at a scale of 1"=20', 1"=30', 1"=40', 1"=50', or 1"=60' provided that the Clerk of the Board finds the scale to be appropriate for depicting the proper information. In cases of parcels over ten (10) acres in size, the Clerk may authorize the applicant to submit all, or a portion, of a plat at a different engineering scale such as 1"=100' provided all pertinent information can be shown accurately and legibly.
- X \_\_\_\_\_ North arrow.
- X \_\_\_\_\_ Bar scale.
- X \_\_\_\_\_ The error of closure for the subdivision plat shown at a scale of 1"=50' shall not be less than 1 in 10,000.
- X \_\_\_\_\_ Drawing sheets shall not exceed 22" x 34". Recordable drawings must conform to the requirements of the Merrimack County Registry of Deeds.
- X \_\_\_\_\_ Certificate of Ownership – Owner's names, addresses, and Book and Page numbers for each separate parcel as listed in the Merrimack County Registry of Deeds.
- X \_\_\_\_\_ Standard Planning Board approval block.
- X \_\_\_\_\_ Lot numbers. All lots shall be sequentially numbered. For existing lots, the City Tax Assessor's map-block-lot number, or map-lot number as applicable, shall be used.

**Title Block**

- X \_\_\_\_\_ Title of Plan.
- X \_\_\_\_\_ Name and address of the owner and applicant.
- X \_\_\_\_\_ Date the plan was prepared and the date of subsequent revisions.
- X \_\_\_\_\_ Name, address, seal, and signature of the licensed professional who prepared the plan or plat.

**Vicinity Plan**

- X \_\_\_\_\_ The location of the subdivision plan shall be shown.
- X \_\_\_\_\_ Streets, water bodies, city limits, parks, schools, and other significant physical and man-made features shall be shown on the vicinity plan.
- X \_\_\_\_\_ Scale between 1"=1000' and 1"=2000'.

**Location Plan**

- X \_\_\_\_\_ Proposed subdivided property.
- X \_\_\_\_\_ Property lines existing prior to subdivision applications.
- X \_\_\_\_\_ Abutter's property lines.
- X \_\_\_\_\_ Names and locations of nearby and adjacent City streets.
- X \_\_\_\_\_ Names and locations of adjacent water bodies and watercourses.
- X \_\_\_\_\_ Names and locations of nearby and adjacent parks, schools, churches, and other significant physical and man-made features.
- X \_\_\_\_\_ Nearest street intersections.

## Minor Subdivision Checklist

- ☒ The Tax Assessor's map-block-lot number, or map-lot number as applicable, for abutters and the properties to be subdivided.
- ☒ Zoning district designations and boundaries.
- ☒ Other special information which may be required by the Planning Board.
- ☒ Minimum scale 1" = 400'.

**Standard Notes**

- ☒ Purpose of the subdivision plan.
- ☒ Certificate of ownership.
- ☒ Tax map-block-lot numbers, or map-lot number as applicable, of the existing parcels.
- ☒ Title reference for Book and Page number of the lot from the Merrimack County Registry of Deeds. Title reference shall not be more than 5 days old at the time of filing.
- ☒ Proposed public or private street names.
- ☒ Plan references for prior recorded subdivisions or surveys on the properties proposed for subdivision or abutting said properties proposed to be subdivided.
- ☒ Addresses for all proposed lots or condominium units.
- ☒ Area of subject parcel(s).
- ☒ Zoning designation of subject parcel(s) including all overlay zones.
- ☒ Minimum lot area, frontage, and setback dimensions required for the zoning district(s) and for wetland buffers, bluff setbacks, the Shoreland Protection Overlay District buffers, and Aquifer Protection Areas.
- ☒ Existing and proposed lot area with useable and buildable lot areas provided for each lot.
- ☒ Tabulation of required useable lot and buildable lot area and calculations.
- ☒ Tabulations of existing and proposed areas of wetlands, bluffs and ravines, steep slopes greater than 15% and greater than 25%, and existing and proposed impervious surface areas for each lot and for the entire subdivision.
- ☒ Plan or deed references for recorded easements, whether public or private, on the properties proposed for subdivision and existing easements on abutting properties, which are for the purposes of providing access, utilities, and drainage to the properties proposed to be subdivided.
- ☒ Deed reference and statement of any existing recorded covenants or restrictions relating to the use of the land proposed to be subdivided.
- ☒ Source of sanitary sewer and potable water supply.
- ☐ Zoning variances and/or special exceptions granted.
- ☐ Flood Insurance Rate Map sheets used to identify 100 year flood elevation and zone designation.
- ☐ If applicable, Flood Hazard Designation along Merrimack River (F1) or (F2) and minimum finished floor elevation.
- ☐ List of required local, state, and federal permits.
- ☐ List of any Planning Board waivers and Conditional Use Permits requested.
- ☐ Note regarding which plans in the plan set are recorded and which plans are available at the City of Concord Planning Division. [The subdivision plan will be recorded upon the City of Concord's Approval](#)
- ☐ Provisions for residential sprinklers where required.

**Subdivision Plat**

- ☒ Existing abutting properties including property lines, buildings, wells and septic systems, owner's name and address, property address, and Tax Assessor's map-block-lot number.
- ☒ The dimensions and bearings of all existing property lines and new property lines to be created. Property lines to be removed must be clearly distinguished from all new and remaining property lines.
- ☒ The areas of each lot in square feet and/or acres for new and existing lots, expressed to the nearest square foot and/or nearest hundredth of an acre. The area of contiguous buildable land shall be noted for each lot and shown on the plat drawing.
- ☒ Useable area rectangle with dimensions for residential subdivisions.

## Minor Subdivision Checklist

<u>X</u>	Zoning district designation and boundaries including overlay zoning districts.
<u>X</u>	Locations of any wetlands, wetland buffers, bluffs and ravines, buffers to bluffs, and steep slopes greater than 15% and greater than 25%.
<u>NA</u>	Flood Hazard areas and boundaries.
<u>NA</u>	Finished floor elevations and minimum finished floor elevations required within the Floodway or Floodplain Zoning District, if applicable.
<u>X</u>	Wetland survey by NH Certified Wetland Scientist, if the presence of wetlands is suspected
<u>NA</u>	Bluffs and ravines with buffers to bluffs shown.
<u>X</u>	Building setback lines and dimensions for all lots including wetland buffers, bluff setbacks, the Shoreland Protection Overlay District buffers, and Aquifer Protection areas.
<u>X</u>	The type and location of existing and required monuments (bounds) at the corners of lots, and at points of curvature, tangency, and deflection points along the street rights-of-way.
<u>X</u>	The location of existing features such as water courses and bodies, parks, open space, large trees, foliage lines, railroads, buildings, and significant natural and man-made features. Other pertinent features such as, but not limited to, wetlands, cemeteries, and drainage ditches.
<u>X</u>	The location of all existing and proposed buildings, structures, fences, stone walls, driveways, parking, and any vehicular use areas.
<u>X</u>	The location and dimensions of existing and proposed driveways, curb cuts, parking lots, loading areas, or any other vehicular use areas.
<u>X</u>	The location, name, travel way width, and right-of-way of all existing adjacent city streets, as well as mapped future streets.
	Addresses for all proposed lots, uses, or condominium units. <a href="#">Addresses to be included upon subdivision approval</a>
<u>X</u>	Standard Planning Board approval block in the bottom right hand corner of the plat drawing (each page).
<u>X</u>	Name of the subdivision.
<u>X</u>	Indication of the type of residential use of any lot (single-family, two-family, multi-family, townhouse) and all other uses other than residential proposed by the applicant.
<u>X</u>	All lots shall be consecutively numbered. Open Space lots shall be lettered in alphabetical order.
<u>X</u>	The location of existing improvements on the site and on abutting properties including, but not limited to, driveways, parking, buildings and structures, railroads, parks, and other pertinent features as determined by the Clerk of the Board.
<u>X</u>	The location of any wells and the NHDES well radii.
<u>X</u>	The location of septic tank drainfields and the required 4,000 square foot septic drain field area required by the NHDES.
<u>NA</u>	For Cluster and Open Space subdivisions the required open space calculations shall be noted on the plan, and the protected open space areas shall be shown on the plan with metes and bound descriptions, bounds provided, and the size of each area noted.
<u>X</u>	The location, bearings, and dimensions and purpose of all existing and proposed easements.
<u>X</u>	Existing topographic conditions and all proposed changes in ground elevation at a contour interval of two (2) feet referred to sea level datum of the US Coast and Geodetic Survey.
<u>X</u>	Where the land slopes less than two percent, spot elevations shall be shown at all breaks in grade, along all drainage channels or swales, and at selected points not more than 100 feet apart in all directions.
<u>NA</u>	The identification and classification of the extent and type of soils using the USDA Soil Conservation Services system, specifically identifying those soils recognized as wetlands and those important for agriculture.
<u>NA</u>	The location, size, and invert elevations of existing and proposed sanitary and storm sewers including manholes, catch basins, and culverts.
<u>NA</u>	The location and size of all existing and proposed water mains including hydrants, gates, valves, and blow-offs, and service connections.

## Minor Subdivision Checklist

<u>X</u>	The location of wells and subsurface disposal systems, if the property is not served by municipal water and sanitary sewers, including those on abutting property.
<u>X</u>	The location of all existing non-municipal utilities including electric, telephone, gas, steam, and CATV systems, along with fire alarm cables, both on-site and within abutting rights-of-way.
<u>NA</u>	The type and location of existing solid waste disposal facilities.
<u>NA</u>	Where municipal sewer service is not available, soil data and test results sufficient to submit an application for subdivision approval to the NHDES including a plan showing the location of test pits, the soil profiles, ground water elevation, and seasonal high water table elevation at each test pit. The required 4,000 square foot septic drain field area required by the NHDES shall be shown.
<u>NA</u>	The location of existing and required street trees, street lights, street signs, pavement markings, etc.
<u>X</u>	All existing and proposed driveways along the subdivision frontage, on abutting properties, and on the opposite sides of the street.
<u>NA</u>	Street tree plantings including location, caliper size, common and botanical names, and planting specifications and details.
<u>NA</u>	Plants to be preserved and methods to preserve trees during construction.
<u>NA</u>	Clearing limits.

**Part 3: The following documents and plans are required to successfully complete the subdivision process and for the plat to be recorded in the Merrimack County Registry of Deeds.**

**Documents Needing Approval Prior To Recording**

<u>NA</u>	Easement deeds for street rights-of-way, utility, drainage, slope, conservation, or other public easements.
<u>NA</u>	Warranty deed or conservation easements for land set aside as open space.
<u>      </u>	Agreements to convey easements for private access, utilities, drainage, or other common facilities to be recorded with a future property transfer.
<u>      </u>	Articles of Incorporation for property owner's association or condominium declaration, etc., which are associated with the property to be developed.
<u>      </u>	Recording fee in the amount required by the Merrimack County Registry of Deeds.
<u>      </u>	LCHIP supplementary recording fee required by the Merrimack County Registry of Deeds.
<u>NA</u>	Copies of any approvals or permits required from State and Federal agencies.
<u>      </u>	Electronic plan submission as set forth in Section 12.08 of the Subdivision Regulations.

**Subdivision Plat**

<u>      </u>	Notations of all covenants, easements, self-imposed restrictions, and any other restrictions or notations required by the Board.
<u>      </u>	Conditions of Planning Board approval which remain to be fulfilled after the recording of the plat.



## 03. Ownership Authorization

## **Limited Liability Company Operating Agreement for Sarmolemi Earth, LLC**

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In consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the members hereby agree as follows:

### **ARTICLE I Company Formation**

1.1. **FORMATION.** The members have formed a manager-managed Limited Liability Company in the name of Sarmolemi Earth, LLC (the “Company”) according to the laws of the State of New Hampshire. This operating agreement (“Agreement”) is entered into and effective as of the date it is adopted by the members.

1.2. **REGISTERED AGENT.** The name and location of the Company’s registered agent is stated in the Company’s formation documents.

1.3. **TERM.** The Company will continue perpetually unless:

- (a) Members vote for dissolution;
- (b) Any event occurs which causes the Company’s business to become unlawful;
- (c) The death, resignation, expulsion, bankruptcy, retirement of a member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
- (d) Any other event causing dissolution of the Company under applicable state laws.

1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least two remaining members, those members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining members within ninety (90) days after the occurrence of an event described in ARTICLE 1.3(c). If not exercised, the right of the members to continue the business of the Company shall expire.

1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company’s objectives.

1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company’s principal place of business will be stated in the formation documents, or as selected by the manager.

1.7. **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this agreement. Beneficiaries shall not become members until they are approved as members by the members of the Company through unanimous written consent.

**1.8. ADMISSION OF ADDITIONAL MEMBERS.** Members may only be admitted to the Company through issuance of a new interest in the Company with unanimous written consent of the Members or the sale or transfer of a members' current interest, except as otherwise expressly provided in the Agreement.

## **ARTICLE II Capital Contributions**

**2.1. INITIAL CONTRIBUTIONS.** The Members will contribute capital to the Company, as described in Exhibit 3 attached to this Agreement.

**2.2. ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III Profits, Losses, Distributions, Withdrawals, and Loans**

**3.1. PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the members in proportion to each member's capital interest in the Company as set forth in Exhibit 2 as amended.

**3.2. DISTRIBUTIONS.** The members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a member's interest, distributions will be made in accordance with the positive capital account balances. To the extent a member has a negative capital account balance, there will be a qualified income offset.

**3.3. NO WITHDRAWAL.** No member will be entitled to withdraw any part of his or its capital contribution or to receive any distribution from the Company, except as expressly provided in this Agreement.

**3.4 LOANS FROM MEMBERS.** Loans by members to the Company shall not be considered capital contributions.

## **ARTICLE IV Management**

**4.1. MANAGEMENT OF THE BUSINESS.** The members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended, may vote to elect a manager or managers. One manager will be elected by the members as Chief Executive Manager. The manager(s) may be a member or non-member. The name and residential address of each manager is attached as Exhibit 1 of this Agreement.

4.2. **MEMBERS.** The liability of the members will be limited according to state law. Members that are not managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The managers may seek advice from the members, but need not follow such advice. No member is an agent of any other member of the Company, solely by reason of being a member.

4.3. **POWERS OF MANAGER(S).** The manager(s) are authorized on the Company's behalf to execute and deliver:

(a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;

(b) all checks, drafts, and other orders for the payment of the Company's funds;

(c) all promissory notes, loans, security agreements, and other similar documents; and

(d) all other instruments of any other kind relating to the Company's affairs.

4.4. **CHIEF EXECUTIVE MANAGER.** The members may appoint a Chief Executive Manager. The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the managers.

4.5. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the managers may designate. The managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.6. **COMPANY INFORMATION.** The managers must supply information regarding the Company or its activities to any member upon his or her request. Any member or their authorized representative will have access to and may inspect and copy all books, records and materials in the manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting member's expense.

4.7. **EXCULPATION.** Any act or omission of the managers, the effect of which may cause or result in loss or damage to the Company or the members, if done in good faith to promote the best interests of the Company, will not subject the managers to any liability.

4.8. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with

such action, suit or proceeding if the members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of “no lo Contendere” or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

**4.9. RECORDS.** The managers must keep the following at the Company’s principal place of business or other location:

- (a) A current list of the full name and the last known street address of each member;
- (b) A copy of the formation documents and this agreement and all amendments;
- (c) Copies of Company’s federal, state, and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company’s financial statements for the three (3) most recent years.

**4.10. OFFICERS.** (a) The members may appoint individuals as officers (“officers”) of the Company, which may include a President, a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers (such as a Chief Operating Officer, a Treasurer or any number of Vice Presidents) as the members deem advisable. No officer need be a member. An individual may be appointed to more than one office. No officer of the Company shall have any rights or powers beyond the rights and powers granted to such officer in this Agreement. Initial officers are listed in Exhibit 4.

(b) **Duties of Officers Generally.** Under the direction of and, at all times, subject to the authority of the members, the officers shall have the discretion to manage the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions, except those expressly reserved or requiring the approval of the members hereunder, affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as they deem necessary or appropriate to accomplish the foregoing, in each case, unless the members shall have previously restricted (specifically or generally) such powers. In addition, the officers shall have such other powers and duties as may be prescribed by the members of this Agreement.

(c) **Authority of Officers.** Any officer of the Company shall have the right, power, and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any officer to the effect that such officer is acting on behalf of the Company.

(d) **Removal, Resignation and Filling of Vacancy of Officers.** The members may remove any officer, for any reason or for no reason, at any time, subject to the terms of any then-existing employment agreement. Any officer may resign at any time by giving written notice to the members, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided, that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such officer under this Agreement or any employment or unit repurchase agreement then in effect. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) **Compensation of Officers.** The officers shall be entitled to receive compensation from the Company as determined by the members, subject to any limitations imposed thereon.

## **ARTICLE V Compensation**

5.1. **MANAGEMENT FEE.** Any manager rendering services to the Company is entitled to compensation proportionate with the value of those services.

5.2. **REIMBURSEMENT.** The Company must reimburse the managers or members for all direct out-of-pocket expenses incurred by them in managing the Company.

## **ARTICLE VI Bookkeeping**

6.1. **BOOKS.** The managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the Company's accounting period will be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The managers must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in applicable Treasury Regulations and will consist of their initial capital contribution increased by:

- (a) Any additional capital contribution made by the member;
- (b) Credit balances transferred from the member's distribution account to his or her capital account;

and decreased by:

- (c) Distributions to the member in reduction of Company capital;
- (d) The member's share of Company losses if charged to his or her capital account.

6.3. **REPORTS.** The managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

7.1. **ASSIGNMENT.** Except as provided for in Exhibit 2, if a member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that member must first make a written offer to sell his or her interest to the other members at a price determined by mutual agreement. If the other members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the members fail to approve this sale or assignment unanimously, then, pursuant to applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled.

7.2 **VALUATION OF EXITING MEMBERS INTEREST.** If a Member wants to exit the LLC, and does not have a buyer of its membership interest, exiting Member will assign its interest to current Members according to the following procedures:

- (a) A value must be placed upon this membership interest before assigned.
- (b) If the exiting Member and the current Members do not agree on the value of the membership interest, the exiting Member must pay for a certified appraiser to assess the Company's value. The appraiser will assign the exiting Members' interest a value according to the exiting Members' interest percentage.
- (c) The current Members must approve the certified appraiser used by exiting Member. Current Members have 30 days to approve the exiting Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the company. Current Members may not stall the process by disapproving all certified appraisers.
- (d) When a certified appraiser places a value on the Company, a value will be placed on the exiting Members' interest according to exiting Members' percentage of membership interest.

## **ARTICLE VIII**

### **Dissolution**

8.1. **DISSOLUTION.** The members may dissolve the Company at any time. The members may NOT dissolve the Company for a loss of membership interests. Upon dissolution, the Company must pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's interests. The dissolution may only be ordered by the members, not by the owner of a member's interests.

## **ARTICLE IX**

### **Miscellaneous Provisions**

9.1. **COUNTERPARTS.** This Agreement may be signed in separate counterparts and may be transmitted via facsimile and each of which shall be an original and all of which taken together shall constitute one and the same agreement.

9.2. **DESCRIPTIVE HEADINGS.** The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.3. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of New Hampshire, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

9.4. **PARTITION.** No Member shall have any right to maintain any action for partition with respect to the property of the Company.

9.5. **AMENDMENTS.** This Agreement may be amended, in whole or in part, only through a written amendment signed by the members.



## CERTIFICATION OF MEMBERS

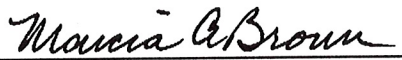
The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member as of this 29th day of June, 2025.

### Members:



Robert L. DesMarais  
20 Noble Street  
Somersworth, NH 03878

Percent Interest: 41.0846%



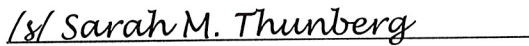
Marcia A. Brown  
20 Noble Street  
Somersworth, NH 03878

Percent Interest: 41.0846%



Molly L. Thunberg  
20 Noble Street  
Somersworth, NH 03878

Percent Interest: 5.9436%



Sarah M. Thunberg  
286 Woodford Street  
Portland, ME 04103

Percent Interest: 5.9436%



Emily A. Thunberg  
837 Hopkinton Road  
Hopkinton, NH 03229-2644

Percent Interest: 5.9436%

**EXHIBIT 1  
LISTING OF MANAGERS**

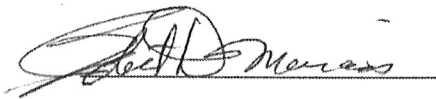
By a majority vote of the members the following managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Robert L. DesMarais  
20 Noble Street  
Somersworth, NH 03878


Marcia A. Brown  
20 Noble Street  
Somersworth, NH 03878

The above listed managers will serve in their capacities until they are removed for any reason by a majority vote of the members as defined by ARTICLE 4 or upon their voluntary resignation.

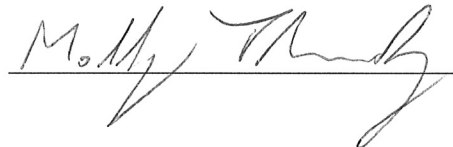
Signed and agreed this 29th day of June, 2025.



Signature of Member



Signature of Member



Signature of Member

/s/ Sarah M. Thunberg Signature of Member

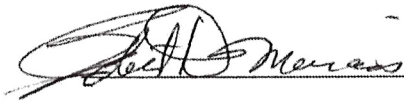
/s/ Emily A. Thunberg Signature of Member

**EXHIBIT 2**  
**LISTING OF MEMBERS**

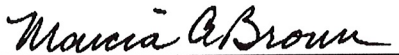
As of the 29th day of June, 2025, the following is a list of members of the Company:

Robert L. DesMarais, Percent Interest: 41.0846 20 Noble Street Somersworth, NH 03878 robdesmaraisdc@gmail.com (501) 258-2123	Beneficiary in the event of member death: Marcia A. Brown
Marcia A. Brown, Percent Interest: 41.0846 20 Noble Street Somersworth, NH 03878 mab@nhbrownlaw.com (603) 219-4911	Beneficiaries in the event of member death: Molly L. Thunberg (34%), Sarah M. Thunberg 33%), and Emily A. Thunberg (33%), of the 41.0846%. Contingent Beneficiary: Robert L. DesMarais
Molly Thunberg, Percent Interest: 5.9436 20 Noble Street Somersworth, NH 03878 mollythunberg@gmail.com	Beneficiaries in the event of member death: Sarah M. Thunberg (50%) and Emily A. Thunberg (50%) of the 5.9436%.
Sarah M. Thunberg, Percent Interest: 5.9436 Residences at Riverwalk 553 South Commercial Street Manchester, NH 03101 sarahmthunberg@gmail.com	Beneficiaries in the event of member death: Molly L. Thunberg (50%) and Emily A. Thunberg (50%) of the 5.9436%.
Emily A. Thunberg, Percent Interest: 5.9436 64 Draper Mill Road Grantham, NH 03753 emily.thunberg@gmail.com	Beneficiaries in the event of member death: Molly L. Thunberg (50%) and Sarah M. Thunberg (50%) of the 5.9436%.

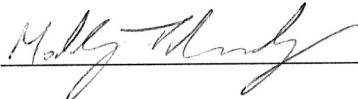
Signed and agreed this 29<sup>th</sup> day of June 2025.



Signature of Member



Signature of Member



Signature of Member

/s/ Sarah M. Thunberg

Signature of Member

/s/ Emily A. Thunberg

Signature of Member

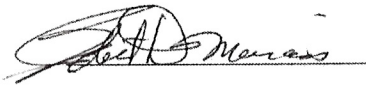
**EXHIBIT 3**  
**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the members' contribution to the Company capital is stated to be as follows:

Robert L. DesMarais	\$0
Marcia A. Brown	\$80,000.00
Molly L. Thunberg	\$0
Sarah M. Thunberg	\$0
Emily A. Thunberg	\$0

toward 138 Snow Pond Road, Concord, New Hampshire.

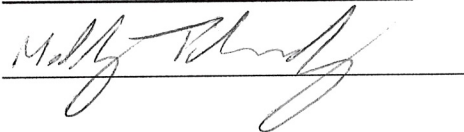
Signed and agreed this 29th day of June, 2025.



Signature of Member



Signature of Member



Signature of Member

/s/ Sarah M. Thunberg

Signature of Member

/s/ Emily A. Thunberg

Signature of Member

**EXHIBIT 4**  
**LIST OF INITIAL OFFICERS**


Marcia A. Brown, President

Robert L. DesMarais, Secretary

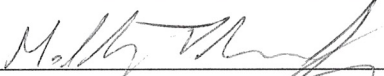
Signed and agreed this 29th day of June, 2025.



Signature of Member



Signature of Member



Signature of Member

/s/ Sarah M. Thunberg

Signature of Member

/s/ Emily A. Thunberg

Signature of Member

## 04. List of Abutters

## LIST OF CURRENT ABUTTERS

Starting at the East side of the property, moving clockwise (top left on the attached plan).

<b>Tax Map and Lot Number</b>	<b>Name</b>	<b>Address</b>	<b>Deed Book and Page Number</b>
MAP 11Z LOT 50	ETHAN C. ROY	146 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3595 PG.1
MAP 11Z LOT 49	ROBIN C. FARETRA	152 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3815 PG.1545
MAP 11Z LOT 38	LESLIE N. STEENBEKE	REVOCABLE TRUST 313 SHAKER ROAD CONCORD, NH 03301	MCRD BK.3620 PG.
MAP 11Z LOT 53-2	RANDALL EDMUNDS FREEMAN & KATELYN FORBES FREEMAN	301 SHAKER ROAD CONCORD, NH 03301	MCRD BK.3649 PG.2479
MAP 11Z LOT 53	NATHAN P. WARECKI	130 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3808 PG.2050
MAP 11Z LOT 19	FERNANDO & HUGUETTE MICHAUD	131 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3026 PG.957
MAP 11Z LOT 20	EAST SHORE HOMES LLC	PO BOX 6355 MANCHESTER, NH 03108	MCRD BK.3864 PG.2405
MAP 11Z LOT 21	VIRGINIA M. CANNON REVOCABLE TRUST	141 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3834 PG.1997
MAP 11Z LOT 22	PATRICK GERARD & DEBORAH ANN SULLIVAN	145 SNOW POND ROAD CONCORD, NH 03301	MCRD BK.3584 PG.1601

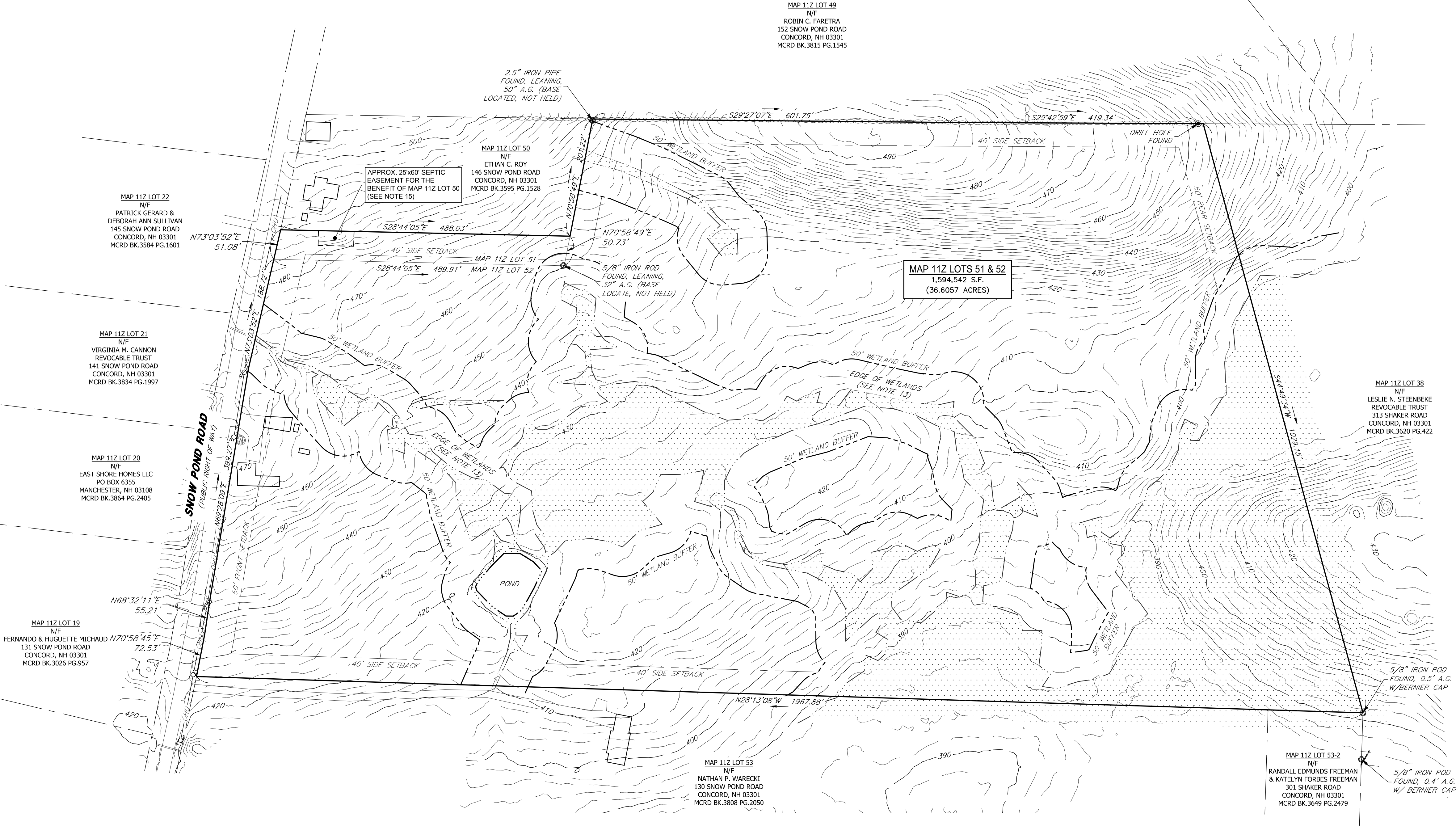
## 05. Site Plan Set

- a. Existing Condition Plan
- b. Proposed Subdivision Plan



PLAN REFERENCES:

- "SUBDIVISION PLAT, LAND OF DAVID W. AND MICHAEL J. NEMETZ & CHRISTINE ELLISON, LOCATION SNOW POND & SHAKER ROADS=CONCORD, NH=MERRIMACK COUNTY, TAX MAP #20 BLOCK 3 LOT 4" BY FWS LAND SURVEYING, DATED MAY 10, 2004 WITH REVISION 3 DATED 6/8/05. MCRD PLAN #17454.
- "SUBDIVISION & ANNEXATION PLAN, PREPARED FOR STRATEGIC CONTRACTING COMPANY, LLC, ASSESSOR'S MAP 11Z LOT 53 & 38, 126 SNOW POND ROAD & 313 SHAKER ROAD, CONCORD, NEW HAMPSHIRE" BY T.F. BERNIER, INC., DATED AUGUST 2018 WITH REVISION 2 DATED 11/19/18. MCRD PLAN #201800022158.
- "BOUNDARY PLAN, SUBDIVISION PLAN FOR PAUL D. CULLEN, SR. & JUANITA M. CULLEN, TAX MAP #120, BLOCK #3, LOT #2, SNOW POND AND SHAKER ROADS, CONCORD, NEW HAMPSHIRE" BY JOSEPH M. WICHERTK L.L.S., INC., DATED MARCH 20, 2003 WITH REVISION 11 DATED 10/25/03. MCRD PLAN #16644.



NOTES:

- THE PARCELS ARE LOCATED IN THE OPEN SPACE RESIDENTIAL (RO) ZONING DISTRICT.
- THE PARCELS ARE SHOWN ON THE CITY OF CONCORD ASSESSOR'S MAP 11Z AS LOTS 51 & 52.
- THE PARCELS ARE LOCATED IN FLOOD ZONE X AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOOD INSURANCE RATE MAP (FIRM) MERRIMACK COUNTY, NEW HAMPSHIRE, PANEL 343 OF 7051, MAP NUMBER 33013C0343E, WITH AN EFFECTIVE DATE OF APRIL 19, 2010.
- DIMENSIONAL REQUIREMENTS:**  
MINIMUM LOT SIZE: 2 ACRES  
TOTAL AREA: 20,000 S.F.  
BUILDABLE LAND: 200'  
LOT FRONTAGE:  
  
**MINIMUM YARD REQUIREMENTS:**  
FRONT: 50'  
SIDE: 40'  
REAR: 50'  
  
MAXIMUM LOT COVERAGE: 10%  
MAXIMUM HEIGHT: 35'  
  
\*PER SEC. 28-4-1 DIMENSIONAL STANDARDS OF THE CONCORD, NH CODE OF ORDINANCE
- OWNER OF RECORD:**  
MAP 11Z LOTS 51 & 52:  
SARMOLEMI EARTH, LLC  
20 NOBLE STREET  
SOMERSWORTH, NH 03878  
MCRD BK.#3827 PG.#940
- TOTAL PARCEL AREA:**  
MAP 11Z LOTS 51 & 52:  
1,594,542 S.F.  
(36.6057 ACRES)
- THE INTENT OF THIS PLAN IS TO SHOW THE LOCATION OF BOUNDARIES IN ACCORDANCE WITH THE CURRENT LEGAL DESCRIPTIONS. IT IS NOT AN ATTEMPT TO DEFINE THE EXTENT OF OWNERSHIP OR DEFINE THE LIMITS OF TITLE.
- THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE FEATURES ON MAP 11Z LOTS 51 & 52.
- FIELD SURVEY COMPLETED BY TODD C. EMERSON IN NOVEMBER 2023 USING A TOPCON DS103 AND A TOPCON FC-5000 DATA COLLECTOR.
- HORIZONTAL DATUM IS NAD83 (2011) PER STATIC GPS OBSERVATIONS. VERTICAL DATUM IS NAVD88 PER STATIC GPS OBSERVATIONS.
- TOPOGRAPHY SHOWN HEREON IS LIDAR DOWNLOADED FROM THE NOAA WEBSITE.
- EASEMENTS, RIGHTS, AND RESTRICTIONS SHOWN OR IDENTIFIED ARE THOSE WHICH WERE FOUND DURING RESEARCH PERFORMED AT THE MERRIMACK COUNTY REGISTRY OF DEEDS. OTHER RIGHTS, EASEMENTS, OR RESTRICTIONS MAY EXIST WHICH A TITLE EXAMINATION OF SUBJECT PARCEL(S) WOULD DETERMINE.
- THE LOCATION OF ANY UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. TFMORAN, INC. MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UNDERGROUND UTILITIES SHOWN. PRIOR TO ANY EXCAVATION ON SITE, THE CONTRACTOR SHALL CONTACT DIG SAFE.
- THE WETLANDS DEPICTED ON THIS PLAN WERE DELINEATED IN OCTOBER AND NOVEMBER OF 2023 BY JASON R. AUBE CWS #513. THESE WETLANDS WERE DELINEATED ACCORDING TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL (JANUARY 1987) AND THE REGIONAL SUPPLEMENT TO THE U.S. CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTH-CENTRAL AND NORTH-EAST REGION, VERSION 2.0 (JANUARY 2012). THE PRESENCE OF DOMINANT HYDROPHYTIC VEGETATION WAS DETERMINED USING THE NORTH-CENTRAL AND NORTH-EAST 2016 REGIONAL WETLAND PLANT LIST, VERSION 3.3, 2016, PUBLISHED BY THE ARMY CORPS OF ENGINEERS. HYDRIC SOILS WERE DETERMINED USING THE NH HYDRIC SOILS TECHNICAL COMMITTEE'S "FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND", VERSION 4, 2017, PUBLISHED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.
- MAP 11Z LOT 51 IS SUBJECT TO A SEPTIC EASEMENT FOR THE BENEFIT OF MAP 11Z LOT 50 AS RECORDED IN MCRD BK.3175 PG.7. THE LOCATION OF THE SEPTIC EASEMENT SHOWN HEREON IS APPROXIMATE ONLY. THE LOCATION OF THE EASEMENT SHALL BE DETERMINED BY THE AS-BUILT LOCATION OF THE SEPTIC SYSTEM.

TAX MAP 11Z LOTS 51 & 52  
EXISTING CONDITIONS PLAN

138 SNOW POND ROAD  
CONCORD, NEW HAMPSHIRE  
COUNTY OF MERRIMACK  
OWNED BY  
SARMOLEMI EARTH, LLC

SCALE: 1" = 100' (22x34)  
1" = 200' (11x17)

FEBRUARY 18, 2025

Seacoast Division



Civil Engineers  
Structural Engineers  
Traffic Engineers  
Land Surveyors  
Landscape Architects  
Scientists

170 Commerce Way, Suite 102  
Portsmouth, NH 03801  
Phone (603) 431-2222  
Fax (603) 431-0910  
www.tfmoran.com

FILE  
96164-00

DR  
CK

BMK

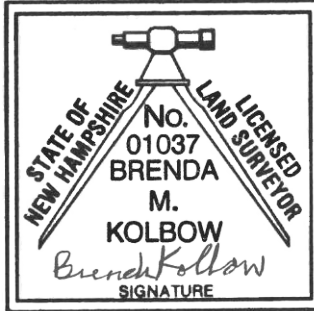
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CADFILE

2216

S-1

PURSUANT TO NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES LAN 503.09(24):  
I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY THOSE UNDER MY  
DIRECT SUPERVISION AND ARE THE RESULT OF A FIELD SURVEY CONDUCTED IN  
NOVEMBER 2023. THIS SURVEY CONFORMS TO THE ACCURACY REQUIREMENTS OF  
AN URBAN SURVEY OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF  
THE BOARD OF LICENSURE FOR LAND SURVEYORS. THIS SURVEY IS CORRECT TO  
THE BEST OF MY PROFESSIONAL KNOWLEDGE, AND THE FIELD TRAVERSE SURVEY  
EXCEEDS A PRECISION OF 1:15,000.



2025-06-20  
DATE

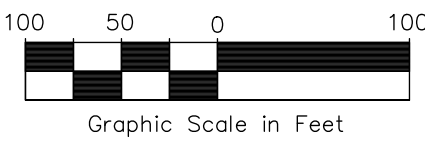


CONTACT DIG SAFE 72 BUSINESS  
HOURS PRIOR TO CONSTRUCTION

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48 Constitution Drive, Bedford, N.H. 03110

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This plan is not effective unless signed by a duly authorized officer of  
TFMoran, Inc.

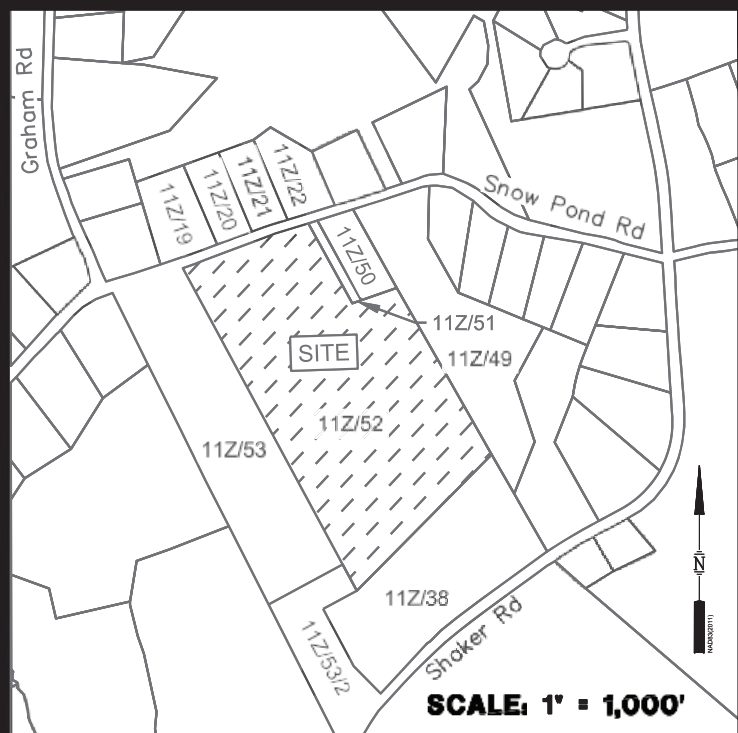
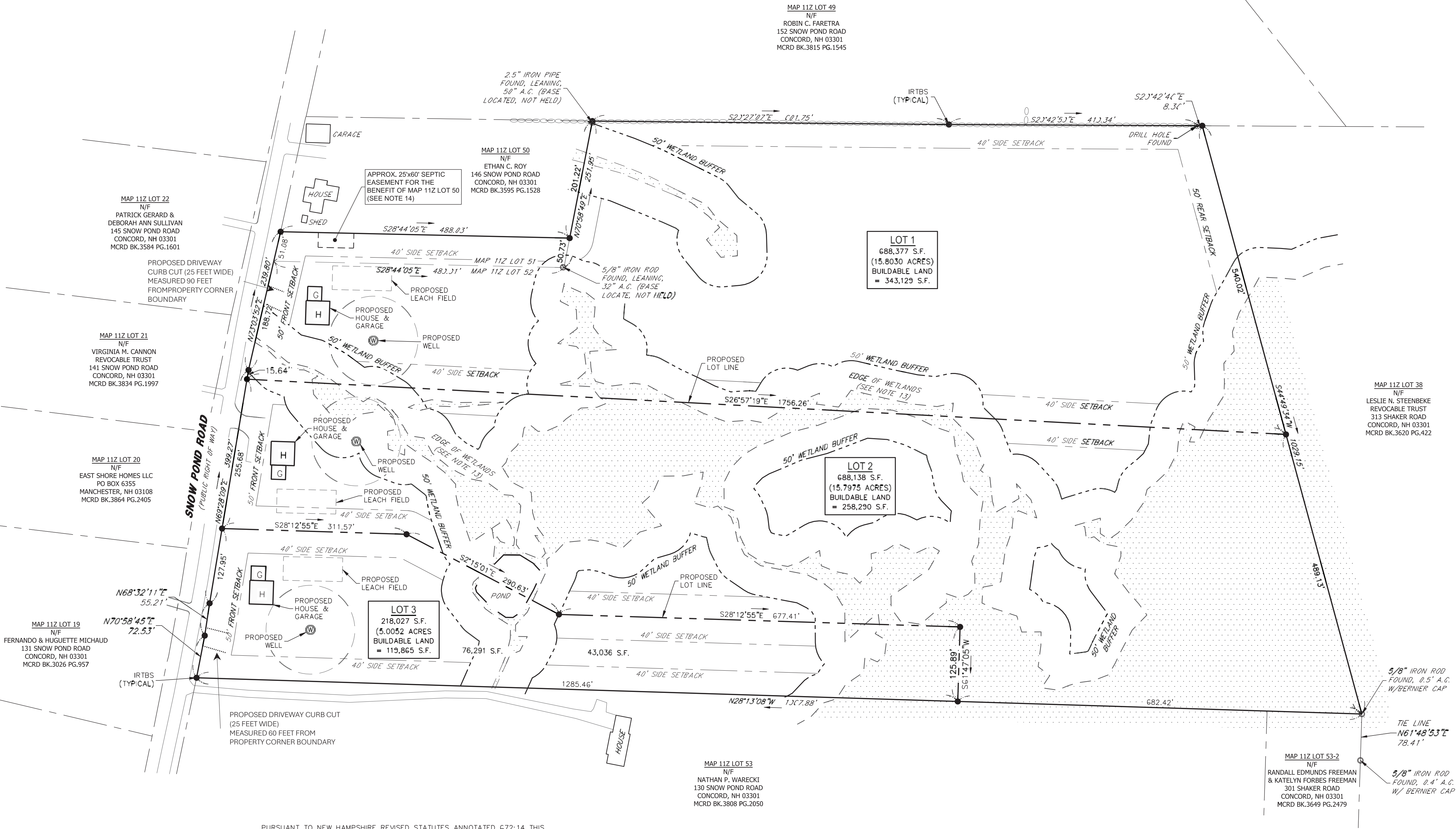


REV.	DATE	DESCRIPTION	DR	CK
1	6/16/2025	UPDATED BUILDINGS	BMK	



PLAN REFERENCES:

- "SUBDIVISION PLAT, LAND OF DAVID W. AND MICHAEL J. NEMETZ & CHRISTINE ELUSON, LOCATION SNOW POND & SHAKER ROADS-CONCORD, NH-MERRIMACK COUNTY, TAX MAP 120 BLOCK 3 LOT 4" BY FWS LAND SURVEYING, DATED MAY 10, 2004 WITH REVISION 3 DATED 6/8/05, MCRD PLAN #17454.
- "SUBDIVISION & ANNEXATION PLAN, PREPARED FOR STRATEGIC CONTRACTING COMPANY, LLC, ASSESSOR'S MAP 11Z LOT 53 & 38, 126 SNOW POND ROAD & 313 SHAKER ROAD, CONCORD, NEW HAMPSHIRE" BY T.F. BERNIER, INC., DATED AUGUST 2018 WITH REVISION 2 DATED 11/19/18, MCRD PLAN #201800022158.
- "BOUNDARY PLAN, SUBDIVISION PLAN FOR PAUL D. CULLEN, SR. & JUANITA M. CULLEN, TAX MAP #120, BLOCK #3, LOT #2, SNOW POND AND SHAKER ROADS, CONCORD, NEW HAMPSHIRE" BY JOSEPH M. WICHERT, L.L.S., INC., DATED MARCH 20, 2003 WITH REVISION 11 DATED 10/25/03, MCRD PLAN #16644.



LOCATION PLAN

NOTES:

- THE PARCELS ARE LOCATED IN THE OPEN SPACE RESIDENTIAL (RO) ZONING DISTRICT.
- THE PARCELS ARE SHOWN ON THE CITY OF CONCORD ASSESSOR'S MAP 11Z AS LOTS 51 & 52.
- THE PARCELS ARE LOCATED IN FLOOD ZONE X AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOOD INSURANCE RATE MAP (FIRM) MERRIMACK COUNTY, NEW HAMPSHIRE, PANEL 343 OF 7051, MAP NUMBER 33013C0343E, WITH AN EFFECTIVE DATE OF APRIL 15, 2010.
- DIMENSIONAL REQUIREMENTS:**  
MINIMUM LOT SIZE: 2 ACRES  
TOTAL AREA: 20,000 S.F.  
BUILDABLE LAND: 200'  
LOT FRONTAGE: 200'
- MINIMUM YARD REQUIREMENTS:**  
FRONT: 50'  
SIDE: 40'  
REAR: 50'
- MAXIMUM LOT COVERAGE: 10%  
MAXIMUM HEIGHT: 35'
- \*PER SEC. 28-4-1 DIMENSIONAL STANDARDS OF THE CONCORD, NH CODE OF ORDINANCE
- OWNER OF RECORD:  
MAP 11Z LOTS 51 & 52:  
SARMOLEMI EARTH, LLC  
20 NOBLE STREET  
SOMERSWORTH, NH 03878  
MCRD BK #3827 PG. #940
- TOTAL PARCEL AREA:  
MAP 11Z LOTS 51 & 52:  
1,594,542 S.F.  
(36.6057 ACRES)
- PROPOSED PARCEL AREA:  
PROPOSED LOT 1: 688,377 S.F. (15.8030 ACRES)  
PROPOSED LOT 2: 688,138 S.F. (15.7975 ACRES)  
PROPOSED LOT 3: 218,027 S.F. (5.0052 ACRES)
- THE INTENT OF THIS PLAN IS TO SHOW THE LOCATION OF BOUNDARIES IN ACCORDANCE WITH THE CURRENT LEGAL DESCRIPTIONS. IT IS NOT AN ATTEMPT TO DEFINE THE EXTENT OF OWNERSHIP OR DEFINE THE LIMITS OF TITLE.
- THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE MAP 11Z LOTS 51 & 52 INTO THREE LOTS.
- FIELD SURVEY COMPLETED BY TODD C. EMERSON IN NOVEMBER 2020 USING A TOPCON SD103 AND A TOPCON FC-5000 DATA COLLECTOR.
- HORIZONTAL DATUM IS NAD83 (2011) PER STATIC GPS OBSERVATIONS.
- EASEMENTS, RIGHTS, AND RESTRICTIONS SHOWN OR IDENTIFIED ARE THOSE WHICH WERE FOUND DURING RESEARCH PERFORMED AT THE MERRIMACK COUNTY REGISTRY OF DEEDS. OTHER RIGHTS, EASEMENTS, OR RESTRICTIONS MAY EXIST WHICH A TITLE EXAMINATION OF SUBJECT PARCEL(S) WOULD DETERMINE.
- THE LOCATION OF ANY UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. TFMORAN, INC. MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UNDERGROUND UTILITIES SHOWN. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE.
- THE WETLANDS DEPICTED ON THIS PLAN WERE DELINEATED IN OCTOBER AND NOVEMBER OF 2023 BY JASON R. AUBE CWS #313. THESE WETLANDS WERE DELINEATED ACCORDING TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL (JANUARY 1987) AND THE REGIONAL SUPPLEMENT TO THE U.S. CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0 (JANUARY 2012). THE PRESENCE OF DOMINANT HYDROPHYTIC VEGETATION WAS DETERMINED USING THE NORTHCENTRAL AND NORTHEAST 2016 REGIONAL WETLAND PLANT LIST, VERSION 3.3, 2016, PUBLISHED BY THE ARMY CORPS OF ENGINEERS. HYDRIC SOILS WERE DETERMINED USING THE NH HYDRIC SOILS TECHNICAL COMMITTEE'S "FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND" VERSION 4, 2017, PUBLISHED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.
- MAP 11Z LOT 51 IS SUBJECT TO A SEPTIC EASEMENT FOR THE BENEFIT OF MAP 11Z LOT 50 AS RECORDED IN MCRD BK.3175 PG.7. THE LOCATION OF THE SEPTIC EASEMENT SHOWN HEREON IS APPROXIMATE ONLY. THE LOCATION OF THE EASEMENT SHALL BE DETERMINED BY THE AS-BUILT LOCATION OF THE SEPTIC SYSTEM.
- THE PROPOSED USE OF THIS PROPERTY IS TO BE SINGLE-FAMILY RESIDENTIAL.
- DRIVEWAY CONSTRUCTION FOR EACH NEW LOT WILL REQUIRE A CITY OF CONCORD DRIVEWAY PERMIT, AND SHALL ADHERE TO: A) THE CITY OF CONCORD CONSTRUCTION STANDARDS AND DETAILS, AND B) SECTION 20.05 OF THE SUBDIVISION REGULATIONS.

TAX MAP 11Z LOTS 51 & 52  
SUBDIVISION PLAN  
3-LOT MINOR SUBDIVISION  
138 SNOW POND ROAD  
CONCORD, NEW HAMPSHIRE  
COUNTY OF MERRIMACK  
OWNED BY  
SARMOLEMI EARTH, LLC

SCALE: 1" = 100' (22x34)  
1" = 200' (11x17)

FEBRUARY 19, 2025

APPROVED

UNDER PROVISIONS OF R.S.A. 674:35 & R.S.A. 674:36

CITY PLANNING BOARD

CITY OF CONCORD, NEW HAMPSHIRE

IN ACCORDANCE WITH VOTE OF THE BOARD DATED

APPROVAL OF THIS PLAN IS LIMITED TO THE LOTS AS SHOWN

CHAIR

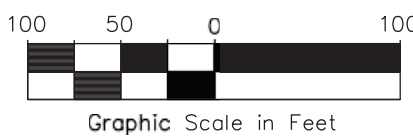
CLERK



LICENSED LAND SURVEYOR

2025-02-25

DATE



REV.	DATE	DESCRIPTION	DR	CK

Seacoast Division



Civil Engineers  
Structural Engineers  
Traffic Engineers  
Land Surveyors  
Landscape Architects  
Scientists

170 Commerce Way, Suite 102  
Portsmouth, NH 03801  
Phone (603) 431-2222  
Fax (603) 431-0910  
www.tfmoran.com

96164-00

DR BMK FB 2216  
CK JCC CADFILE

S-2

## 06. Phasing Plan



## MINOR SUBDIVISION PHASING PLAN

July 16, 2025

The property is currently held in a business account, Sarmolemi Earth, this account is owned by mother and daughters Marcia Brown, Molly Thunberg, Sarah Thunberg, and Emily Thunberg.

### Phase 1 – Demolition

The existing derelict house and barn will be demolished. A demolition permit will be required. In the coming months, a demolition permit application will be submitted to the City of Concord for review and approval. Sarmolemi Earth is contracting with SLR Engineering to commission a hazardous materials inspection for inclusion with the demolition permit.



Figure 1 Extent of deterioration of house



Figure 2 Extent of deterioration of barn

### Phase 2 – Subdivision approval

The property will be subdivided into 3 residential single-family lots:

Proposed Lots	Total acres	Total Square Feet	Buildable Land	Road Frontage
Lot 1	15.8030 ac	688,377 sq ft	343,129 sq ft	255.44 ft
Lot 2	15.7975 ac	688,138 sq ft	258,290 sq ft	255.68 ft
Lot 3	5.0052 ac	218,027 sq ft	119,865 sq ft	255.69
Minimum required per lot	2 ac	87,120 sq ft		200 ft

### Current Use

34 acres of the property are currently designated as “current use.” The 2 acres of land not in current use encompass the existing house and barn.

After subdivision approval,

**Lot 1:** The entirety of proposed lot 1 will remain in current use.

**Lot 2:** The 2 acres of land not in current use encompass the existing house and barn. These 2 acres not in current use will remain with proposed lot 2. There is no anticipated increase in the amount of acres taken out of current use at proposed lot 2.

**Lot 3:** The acres of proposed lot 3 is less than the minimum 10-acre eligibility for current use. It is Sarmolemi's understanding that proposed lot 3 is allowed to keep all 5 acres in current use status after subdivision approval up until the time when proposed lot 2 is purchased. At that time, proposed lot 3 is no longer contiguous with other lots owned by Sarmolemi and the lot would be taken out of current use status.

### Phase 3 – Purchase properties

The business will continue to own the properties until each daughter is ready to purchase their lot and build their home.

The timeline varies up to 10 years when each daughter will be ready to purchase their land and build.

Molly Thunberg intends to purchase lot 2 and build in 2026.

### Phase 4 – Personal home construction

At the time of building, each daughter will submit the appropriate home building permits for the City of Concord's review and approval.

Each individual property owner will be responsible for securing the appropriate permits.

#### Permits anticipated

Lot 1	Lot 2	Lot 3
Driveway permit	NA - Has an existing driveway	Driveway permit
Alteration of Terrain General Permit by Rule applies (Env-Wq 1503.03)	Alteration of Terrain General Permit by Rule applies (Env-Wq 1503.03)	Alteration of Terrain General Permit by Rule applies (Env-Wq 1503.03)
Residential Building permit	Residential Building permit	Residential Building permit
Electrical permit	Electrical permit	Electrical permit
Plumbing permit	Plumbing permit	Plumbing permit
Certificate of Occupancy	Certificate of Occupancy	Certificate of Occupancy

Alteration of Terrain General Permit by Rule ([Env-Wq 1503.03](#)): Contiguous disturbed area is anticipated to be approximately 2,000 sq ft or less per house. No disturbance will take place within wetlands.