

October 23, 2017

Mayor and City Council  
c/o Janice Bonenfant, City Clerk  
41 Green Street  
Concord, NH 03301

Subject: Drainage Relocation & Easement for Lewis family addition  
17 Dover St, Concord, NH

Dear Honorable Mayor and Members of City Council:

I am writing to you to formally request that the City assist us in formalizing an existing drainage outfall pipe that presently runs through the residential property at 17 Dover Street. My parents, George and Caroline Lewis, are the current owners and occupants of the home and have lived there for 52 years. My wife Stephanie and I are purchasing the home from my parents and constructing an in-law apartment for them to move into while we move into the main house.

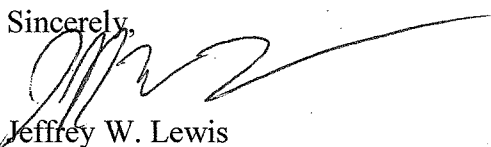
There is an existing drainage pipe that conveys roadway runoff through the property and into a gully at the rear of the property. The existing drainage line is not currently benefited by a drainage easement but it conveys stormwater runoff coming only from the roadway catch basins in Dover Street. The existing drainage pipe cuts diagonally across the rear yard of the property in such a way that it conflicts with the footprint of the proposed in-law addition.

We are planning to relocate a portion of the drainage pipe to be closer to the easterly side of the property such that it will not conflict with the proposed addition. We would also like to formally dedicate a 25-foot wide drainage easement to the City which will allow for perpetual maintenance of the drainage pipe by the City in the future. We have a survey of the property and we have prepared a design plan (attached) for the relocation of the drainage pipe that has been reviewed by the Engineering Department. We have also prepared a draft easement deed (attached) for the drainage easement that we will plan to execute upon relocation of the pipe.

We plan to incur all costs to relocate the drainage pipe and dedicate the new easement such that there will be no costs to the City. At this time, we would like you to acknowledge that you will accept the new drainage easement upon relocation of the drainage pipe.

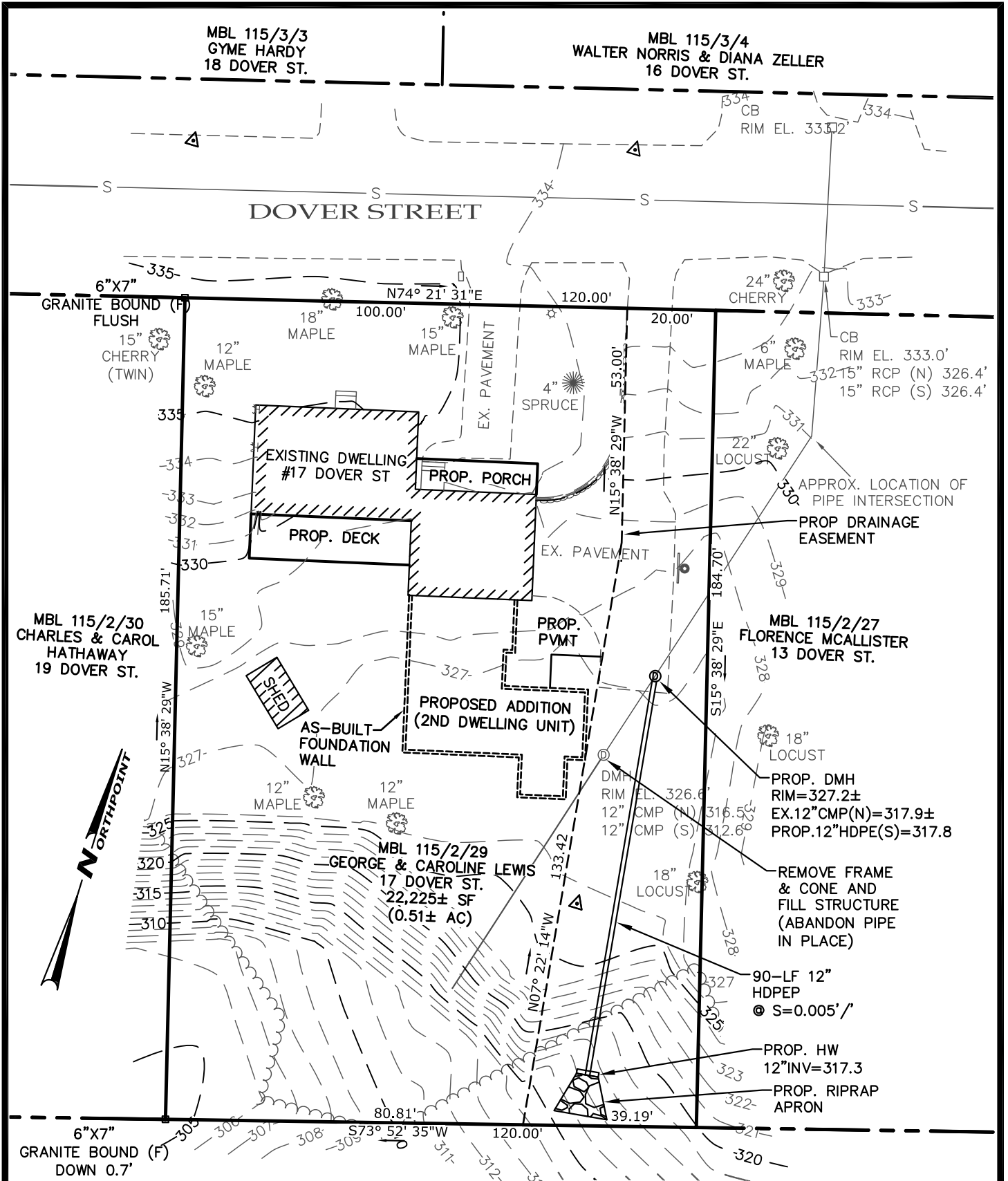
Thank you very much for your time and consideration of this request.

Sincerely,



Jeffrey W. Lewis  
17 Dover Street

Copy to: Engineering Dept (w/ enclosures)



**DRAINAGE & EASEMENT PLAN**

PREPARED FOR:

**LEWIS FAMILY ADDITION**

17 DOVER STREET

CONCORD, NEW HAMPSHIRE

SCALE: 1"=30'  
DATE: 10/20/17

MBL 115/2/32  
CITY OF CONCORD



UPON RECORDING, RETURN TO:

**EASEMENT DEED  
DRAINAGE EASEMENT**

Jeffrey W. and Stephanie A. Lewis of 17 Dover Street, Concord, New Hampshire (“Grantors”), for consideration paid grant to the CITY OF CONCORD, a municipal corporation with a principal place of business at 41 Green Street, Concord, Merrimack County, New Hampshire 03301 (“Grantee”), with Quitclaim Covenants, the perpetual right and easement to enter upon and to construct, lay, or build, and to reenter as necessity may require, to repair, replace, or maintain a pipe or pipes, swales, storm water detention areas and outfall, and appurtenances, in, on, or through a portion of the Grantors’ land, located on 17 Dover Street, Concord, said portion being described as follow:

Commencing at a concrete bound on the southerly right-of-way line of Dover Street that is the northwest corner of the Grantors’ land; Thence North 74°-21’-31” East along the southerly right-of-way line of Dover Street, a distance of 100.00 feet to the true point of beginning of the easement described herein:

Thence continuing North 74°-21’-31” East along the southerly right-of-way line of Dover Street, a distance of 20.00 feet to the northeast corner of the Grantors’ land;

Thence South 15°-38’-29” East along the easterly line of the Grantor’s land, a distance of 184.70 feet to the southeast corner of the Grantors’ land;

Thence South 73°-52’-35” West along the southerly line of the Grantors’ land, a distance of 39.19 feet to a point;

Thence North 07°-22’-14” West, a distance of 133.42 feet to a point;

Thence North 15°-38’-29” West, a distance of 53.00 feet to the point of beginning.

Containing 4,961 square feet or 0.1139 acres, more or less.

The Grantors, their successors, and assigns, agree that they will not, without the consent of the Grantee, alter, erect, or maintain any building or structure upon the above-described easement area that may unreasonably interfere with or endanger the above-granted rights and easement or the operation and maintenance thereof, and that the City may cause to have removed

any such building or structure that may be wholly or partly within the above-described easement area at the expense of the then owner of the land upon which the above-described easement lies.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jeffrey W. Lewis

\_\_\_\_\_  
Stephanie A. Lewis

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared the above-named Jeffrey W. Lewis and Stephanie A. Lewis and acknowledged the foregoing instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace

Name:

My commission expires:

DRAFT