

TO: Coös County Planning Board

FROM: Dixville Capital, LLC

RE: Revised Hampshire House/Dix House Application for Site Plan Review

DATE: 1 June 2016

As a result of the Board's comments during the 18 May, 2016 meeting, following revisions have been made to the Hampshire House/Dix House application and resubmitted on 25 May, 2016.

- Compilation of original application narrative and revised language with page numbers.
- Lighting Cut Sheet included as Exhibit 16
- Emergency Service will-serve letters

In preparation of the 6 June, 2016 meeting, the following has been revised and included.

- Subdivision plan revised
- Snow Storage Plan and Fire Truck Access included as Exhibit 19 and provided to Fire Marshall's office
- Snow storage language included in Declaration of Easements - Exhibit 8 (Revised)
- Plans for the Abenaki Dam intake structure were provided to Fire Marshal's Office. An analysis of the penstock's capacity indicating ample capacity for fire suppression based on estimated fire flows was also provided. As typical for major structures, final flow requirements, design details, and control requirements all of which must be based on construction drawings, will be included with the building permit application plans. It should be noted that the existing Hampshire and Dix Houses are fully sprinklered with water from the existing Abeniki Dam intake and penstock. This system was approved by the Fire Marshal's office and installed approximately in 2009. Though modifications to the sprinkler system will be made which will require further Fire Marshal approval, the flow requirements are expected to remain about the same as existing.

The Balsams
Application for Hampshire House and Dix House
Site Plan Review

The Balsams Planned Unit Development
DD-Resort

Unincorporated Places of Coös County, New
Hampshire

Submitted April 25, 2016

Revised June 1, 2016

PART I: INTRODUCTION

Dixville Capital LLC ("Applicant") proposes renovations of the historic Dix House, historic Hampshire House and reconstruction of the connector building that ties the two together. These buildings, which were the centerpiece of the The Balsams Grand Resort Hotel, will be renovated and updated on both the exterior and interior. Northern and western additions to the Dix House will be demolished and new facades constructed to replace those additions. The renovations and additions are intended to maintain the existing architecture character and details while upgrading the buildings to meet applicable code and operational requirements.

In conjunction with this application, an application to subdivide the property has also been submitted. The property lines shown within this application are based on the proposed subdivision boundaries.

This application and associated documents refer to a number of different entities involved with development and future operations of the property. As clarification to the reader:

The completed renovated buildings will be owned by "Hampshire-Dix House, a Condominium" and is referred to as the "Hotel".

Balsams View, LLC is the current owner of the property and is referred to as the "Resort".

PART II: SITE PLAN SUBMITTAL REQUIREMENTS

The following items are required submittals that accompany this Site Plan Permit application:

A. General Requirements

1. Site plan with the following characteristics:

- a. Maximum plan size: 22" x 34"**
- b. Suggested scale: 1" = 40'**
- c. Submit three (3) copies of blue or black line prints**
- d. Date, title, north point, scale**
- e. Name and address of developer, owner, and applicant if not the owner**
- f. Name, address and stamp of the Registered Professional Engineer and/or Registered Land Surveyor who prepared the plan.**

See **Cover Sheet** for applicable names and addresses.

See **Exhibit 4** (Letters of Authorization from Existing Land Owners)

B. Site Plan Requirements

- 1. Surveyed property lines showing bearings, distances, monuments, the lot area and names of all abutters.**

See **Sheet C-1.1** (Subdivision Plan).

Actual metes and bounds and monument locations will be supplied at the time that the deed has been filed.

An abutter list is included with this application.

- 2. Existing and proposed grades, drainage systems and structures, with topographic contours at intervals not exceeding 2 feet with spot elevations where grade is less than 5% (percent), otherwise not exceeding 5 foot contour intervals.**

See **Sheet C-2.5**.

- 3. The location of all buildings within 50 feet of sight lines of existing abutting streets, and the location of all intersecting roads or**

driveways within 200 feet, together with an identification of the use of abutting properties.

See **Sheet C-2.1**. All buildings shown on abutting properties, except the NHDOT building, are uses associated with the existing Balsams Resort.

- 4. Natural features such as streams, marshes, lakes or ponds, types of vegetation, and ledge outcrops. Man-made features such as, but not limited to, existing roads, structures and landscaping. Such map shall indicate which of such features are to be retained and which are to be removed or altered.***

See **Sheet C-2.1** (Existing Conditions Plan)

See **Sheet C-2.3** (Demolition Plan)

- 5. A vicinity sketch (suggested scale 1" equals 400') showing the location of the site in relation to the surrounding public street system. The zoning districts and boundaries for the site and up to 1,000 feet from the site shall be shown. One hundred year flood elevation line shall be included where applicable.***

See **Sheet C-2.1**.

The public streets consist of Spur Road and Cold Springs Road, both of which are maintained by NHDOT.

The site and abutting properties are located with the DD-Resort zoning district and within The Balsams PUD as shown in **Exhibit 1 – Zoning Map**. The boundary of PD-5 is shown. No other zoning district boundaries occur within 1000 feet of the site.

- 6. The size and proposed location of water supply and sewage facilities and provision for future expansion of sewage and water facilities, and all distances from existing water and sewage facilities on the site and on abutting properties to a distance of 200 feet.***

See **Sheets C-3.1 – C-3.3** for proposed water system improvements.

See **Sheet C-3.6** for proposed modifications to the existing sewage collection system.

7. *The size and location of existing and proposed public and private utilities and utility connections, with all necessary engineering data. Include provisions for fire protection.*

See #6 above for information on water and sewer utilities. Pursuant to The Balsams Planned Unit Development Conditional Use Permit ("PUD"), PART III, Subdivision, 6.03a, no engineering data is required, as water and sewer permitting is subject to NHDES review. Copies of applicable NHDES permits will be provided prior to construction.

Water for fire suppression will be provided by a 14" penstock from Lake Abeniki. See **Sheets C-3.1 - C-3.3** for location of the penstock, yard hydrants, and dry hydrants. The submitted plans are based on preliminary discussion with the state Fire Marshal. Final plans and engineering will be reviewed and approved by the State Fire Marshal in conjunction with final building construction drawings prior to construction.

See **Sheet C-2.10** for dry utilities.

Electrical power will be engineered and provided by the local public power utility.

Telephone and other communication services will be engineered and provided by Dixville Telephone Company, a PUC regulated utility.

8. *The shape, size, height and location of the proposed structures, including expansion of existing buildings.*

See **Sheets A001, A200, and A201** for building shape, size and height. No change to the existing maximum building height is proposed.

See **Sheet C-2.4** for location of the buildings.

9. *The location, type and size of all proposed landscaping and screening.*

Not applicable, as per Section B-18.c of the PUD - Conditions of Approval. This application does not propose any landscaping within 200ft of N.H. Route 26.

10. *Exterior lighting plan and proposed signs (advertising and instructional) to be located on the site.*

Lighting: See **Sheet C-2.10** for lighting.

See **Exhibit 16** for typical lighting cut sheet

Signage: No new signage is proposed by this application.

Since no new signage is proposed, the applicant requests the board waive the signage plan requirement for this application. A signage plan for DD-Resort will be provided with a later Site Plan Review Application.

11. *A storm drainage plan, including plans for retention and slow release/recharge of stormwater where necessary, including the location, elevation and site of all catch basins, dry wells, drainage ditches, swales, culverts, retention basins and storm sewers. Indicate direction of flow through the use of arrows. Show the engineering calculations used to determine drainage requirements. A plan for long-term maintenance of the stormwater facilities must be included. Indicate plan for snow removal and storage.*

See **Sheet C-2.5** for proposed modifications and additions to the existing stormwater system.

With respect to storm drainage, the Planning Board previously approved a redevelopment plan proposed by the current landowner. The NHDES Alteration of Terrain permit associated with that plan is still in effect. This application proposes less impervious area and therefore, less stormwater impacts than the previously approved plan. The Applicant has applied for an amendment to the existing Alteration of Terrain permit. A copy of the application for amendment is included as **Exhibit - 12**

See **Exhibit 13** for the Inspection and Maintenance Manual for NH DES AoT Amendment.

Protection Districts:

The Balsams project is subject to numerous State of New Hampshire and Federal stormwater management requirements. During construction in all areas, including areas within the PD5 District, stormwater management

will be subject to USEPA criteria. All construction activities must comply with a project-specific Stormwater Pollution Prevention Plan. This plan, which must be prepared prior to construction and certified by a certified stormwater professional, will include best management practices to ensure that stormwater discharge during construction will not degrade water quality within surface waters or Federally jurisdictional wetlands. Additional stormwater management criteria in sensitive areas are also specified in the State of New Hampshire wetlands permit for the project (permit #2015-00425). Post-construction, stormwater management and treatment measures must comply with State of New Hampshire Alteration of Terrain program criteria, as well as criteria specified in the previously issued project 401 Water Quality Certificate (2014-404P-001)

Snow Storage:

There is ample land in the hotel area for snow storage. Snow storage for parking lots will be adjacent to the lots on unoccupied parcels of land. Snow affecting the hotel driveway and porte-cochere parking area will be transported as needed to other open areas including the upper golf course area or adjacent unutilized space.

Snowmelt will be used in selected areas near the hotel entrance and walking paths to minimize snow removal and ensure public safety.

12. ***A circulation plan of the interior of the lot showing provisions for both auto and pedestrian circulation. An access plan showing means of accesses and egress, and proposed changes to existing streets, sidewalks or curbs, including any traffic control devices or signs necessary in conjunction with the site development plan.***

See **Sheet C-2.4** and **Sheet C-2.9**.

13. ***Proposed streets with street names, driveways, parking spaces, sidewalks, with indication of direction of travel for one way streets and drives, and inside radii of all curves. The width of streets, driveways, sidewalks and the total number of parking spaces shall be shown. In addition, loading spaces and facilities associated with the structures on the site shall be done.***

See **Sheet C-2.5** for streets, driveways, local parking, loading area, and sidewalks.

As shown on the site plan, a new parking lot with 109 spaces will be constructed and the new hotel driveway will provide access to another new 24 spaces. There are also three existing parking lots in the vicinity of the hotel, also shown on the plan.

The project proposes 141 parking spaces for use by the hotel as shown on the table below.

As typical of mixed use resort development and as contemplated in the PUD, a combination of dedicated on-site parking and easement rights to shared parking will be used to satisfy the hotel's parking needs. Five dedicated spaces will be on the hotel parcel, adjacent to the driveway. The additional 136 spaces will be located in shared parking lots. The revised Declaration of Easements included in Exhibit 8 shows the location of the shared parking areas. At this time, there are no other users of the shared lots other than the applicant. Use of the shared lots by other new development will be included in future site plan applications to ensure total parking requirements are met.

	Seats	Off-site guests %	Off-site guests	Parking Ratio	Parking spaces
Ballot Room Restaurant	100	20%	20	3	6.7
Century Club Social	120	0%	0	3	0
Ballot Room Bar	40	20%	8	3	2.7
Theater	206	5%	10.3	3	3.4
Speakeasy Bar	50	10%	5	3	1.7
Speakeasy patio	50	10%	5	3	1.7
Sportsbar	60	10%	6	3	2
Total off-site F&B			54.3		18.1

Bedrooms spaces	123
Off-site F&B/Theater Guests	18.1
Total Parking Spaces	141
Keys	105
Spaces/key	1.3

- 14. Construction drawings including, but not limited to, pavements, walks, steps, curbing and drainage structures.**

See **Sheets C-5.1 – C-5.4.**

- 15. The location of all buildings setbacks required by the Zoning Ordinances.**

See **Sheet C-1.1** (Subdivision Plan). The minimum setback is 5' from roofline to property line.

- 16. Location of zoning district boundaries.**

See **Exhibit 1 (Zoning Map)** showing DD-Resort boundaries.

- 17. The lot area and street frontage.**

See **Sheet C-1.1** (Subdivision Plan).

- 18. The location of all existing and proposed deed restrictions, easements, covenants, etc.**

See Exhibits 8 and 9 for proposed easements and covenants. Information regarding existing easements will be provided upon completion of title work and survey.

- 19. A soils classification map, together with descriptive information for each type of soil (required for onsite sewage disposal only).**

Not applicable as the Hampshire House and Dix House will be served by existing wastewater treatment plant and all sewage disposal will be processed offsite.

- 20. Copies of all applicable state approvals and permits and associated application material.**

Wetlands: Copies of the NH DES Wetland Permit Approval and the Army Corps 404 are on file as part of the PUD Application. There are no wetland impacts associated with this application; therefore previously submitted **Exhibit 10** should be disregarded.

401WQC: Copies of the NH DES 401 Water Quality Certification are on file as part of the PUD Application.

See **Exhibit 5** for the NH Department of Historic Resources Memorandum of Agreement.

See **Exhibit 12** for the amendment to existing NH DES Alteration of Terrain Application.

See **Exhibit 14** for the DOT Driveway Application.

See **Exhibit 15** for NH DES Shoreland Permit Application

See **Exhibit 17** for Wastewater Connection Permit

See **Exhibit 18** for Drinking Water Engineering Approval

Copies of additional applicable state approvals and applications will be provided as available and prior to construction.

- 21. *Visual and noise reduction barriers to adjacent properties, if applicable.***

Not Applicable.

- 22. *The Planning Board may require such additional other information as it deems necessary in order to apply the regulations contained herein. The cost of all such additional information will be paid by the application.***

C. Additional Requirements for Subdivision and Site Plans per Balsams PUD:

A. Land use designation

Destination Resort

B. Number of acres devoted to each permitted use

The proposed Hampshire/Dix Parcel is 1.64 acre.
The parcel's use will be Destination Resort.

C. Number of dwelling units proposed.

No dwelling units are proposed by this application. The proposed units will be sold in fractions less than 180 days.

D. Number of lodging units proposed.

The project will have 123 hotel bedrooms, equating to 30.75 lodging units as defined in the PUD.

Pursuant to the PUD, "Four hotel bedrooms, providing overnight accommodation for one or more persons, including but not limited to, provisions for living, sleeping, and the preparation of light meals (including the above list of possible in-room appliances) shall be considered one unit. Hotel bedrooms may have individual keys or may share an entrance. Hotel rooms may have any permitted form of ownership provided there are provisions for daily housekeeping and similar hotel services."

E. Number of square feet of each other permitted use.

As stated in item "B" above, the permitted use is Destination Resort.

For reference, the following table shows approximate square feet allocated to each sub use:

Use	Square Feet
Lodging	51,349
Food and Beverage	22,030
Food and Beverage Patio	3,442
Business/Retail/Theater	9,072
Common Space	57,689
Other	8,165
Total	151,747

F. Estimates of trip generation, trip distribution, and potential impacts on existing public highway system.

The proposed development will generate significantly less traffic impacts to the public highway system than prior uses on the site. A comparison of peak pm trip generation of the proposed development, previously approved development, and the historical hotel use is shown below. The renovations proposed with application will generate 40% less peak PM

trips than The Balsams Resort Hotel alone previously generated. The trip generation rate is based on the ITE (Institute of Traffic Engineers) Trip Generation Manual, 9th edition, rate for resort hotels.

	Bedrooms	ITE Trips per room	Peak PM Trips
Historic Hotel	200	0.42	84
2012 Approved renovations	149	0.42	63
Proposed Renovations	123	0.42	52

Based on the significant reduction versus historical hotel traffic, a more detailed analysis, which would include historical traffic generation from the adjacent factory, other resort uses, and incorporate an analysis of internal capture rates, has not been provided. Such an analysis would demonstrate an even greater reduction of traffic versus historical uses.

G. Use, height, location/ footprint of buildings and other structures.

See response to requirement #8 above.

H. Proposed ownership arrangement.

The project will be owned by "Hampshire-Dix House, a Condominium" and is referred to as the "Hotel" within this application

I. Proposed articles of incorporation and bylaws of any corporation and or/association to be formed.

Applicant requests permission to submit draft Articles of Incorporation and Bylaws at the next Coos County Planning Board meeting. The documents are currently in the editing process.

J. Location and design of water supply, wastewater treatment and other utilities to serve the development whether or not located on the portion of the Planned Unit Development which is the subject to the subdivision or site plan application.

Water Supply: See response to Item # 6 above.

Wastewater Treatment: Wastewater generated by this project will be treated at the existing treatment plant, the location of which is shown in **Exhibit 3 (Wastewater Treatment Plant Location)**. A copy of the state Groundwater Discharge Permit for the plant is attached as **Exhibit 7**.

Electrical and Communications: See response to Item #7 above.

K. Location, function, ownership and maintenance responsibility of common areas, conserved lands, and other open space.

“Hampshire-Dix House, a Condominium” will own and will be responsible for maintenance of all common area within the proposed lot.

No new open space is proposed by this application. Ownership and maintenance of any conserved or mitigation lands required pursuant to the NHDES Wetlands permit for the impacts associated with this application will be pursuant to the terms of the wetlands permit.

L. Language of covenants, easements or other restrictions to be imposed upon the use of land, buildings and other structures including proposed easements for roads, pedestrian ways, and other public utilities. Including how they will be monitored and enforced if applicable.

A draft “Declaration of Easements and Sublease” is attached as **Exhibit 8**.

This document provides easements to ensure the Hotel will have necessary access and other property rights, while providing both the Hotel and the Resort necessary provisions for future development phases. As is typical for similar projects, the draft easement documents provide broad initial rights to the parties which are later refined based on as-built conditions. Though Cold Springs Road and Spur Road are currently maintained by NHDOT, the declaration includes provisions which will be required if the Resort owns these roads in the future.

A draft “Declaration of Protective Covenants” is attached as **Exhibit 9**, this declaration of provides covenants on the Hotel property to ensure the Hotel owner’s future uses and level of maintenance remain compatible with the surrounding resort properties.

Easements will also be provided to regulated public utilities as required by those utilities to provide service to the project.

M. Proposed language ensuring responsibility for maintenance and improvement as needed of roads, pedestrian ways, water, wastewater and storm water management facilities, including covenants, articles of association, bylaws.

- 1- Existing roads are owned and maintained by NH DOT. Provisions for maintenance in the event of the roads becoming private and owned by

the Resort are included in **Exhibit 8**.

- 2- See "Declaration of Easements and Sublease" attached as **Exhibit 8** and the draft "Declaration of Protective Covenants" attached as **Exhibit 9**.
- 3- Water supply and wastewater treatment will be provided by "Balsams Water and Sewer Company, LLC", a private regulated public utility which will be formed and will receive necessary PUC approvals prior to project completion.

N. Sign guidelines unless approved as part of the PUD Permit, including the number, size, design and typical placement of each type of sign, including materials, heights, colors, and proposed setbacks for each sign category such as directional, development, and businesses.

No signage is proposed by this application.

Since no new signage is proposed, the applicant requests the board waive the signage plan requirement for this application. A signage plan for DD-Resort will be provided with a later Site Plan Review Application.

O. Landscaping plan.

Not applicable, as per Section B.18.c of the PUD. Any landscaping would fall outside of the 200ft N.H. Route 26 buffer.

P. Proposed time schedule for completion. If phased, details of each phase to enable evaluation of performance guarantees.

The work proposed by this application is targeted to be completed in the Fall of 2017. No phasing is anticipated. Construction will commence on each aspect of the project as required to meet the targeted completion date upon receipt of all final approvals and closing of financing.

Exhibits

- 1) Exhibit 1 – Zoning Map
- 2) Exhibit 2 – Property Ownership Map
- 3) Exhibit 3 – Wastewater Treatment Plant Location
- 4) Exhibit 4 – Letters of Authorization
- 5) Exhibit 5 – NH Department of Historic Resources MOA
- 6) Exhibit 6 – Groundwater Discharge Permit Renewal Application
- 7) Exhibit 7 – Groundwater Discharge Permit
- 8) Exhibit 8 – *Declaration of Easements (Revised)*
- 9) Exhibit 9 – Declaration of Protective Covenants
- ~~10) Exhibit 10 – Sheet 9 of 19 from NHDES Wetlands Permit (Withdrawn)~~
- 11) Exhibit 11 – *Emergency Services Will Serve Letters*
- 12) Exhibit 12 – *NH DES Alteration of Terrain Amendment (in 3x Full Packets)*
- 13) Exhibit 13 – *Inspection and Maintenance Manual for NH DES AoT Amendment*
- 14) Exhibit 14 – *NH DOT Driveway Permit Applications (in 3x Full Packets)*
- 15) Exhibit 15 – *NH DES Shoreland Permit Application (in 3x Full Packets)*
- 16) Exhibit 16 – *Typical Lighting Fixture Cut Sheet*
- 17) Exhibit 17 – *Wastewater Connection Permit (in 3x Full Packets)*
- 18) Exhibit 18 – *Drinking Water Engineering Approval (in 3x Full Packets)*
- 19) Exhibit 19 – *Snow Storage and Fire Truck Access*

Exhibit 1 – Zoning Map

DATE OF PRINT
MARCH 31 2016
POSITIONS ENGINEERING

Exhibit 2 – Property Ownership Map

Exhibit 3 – Wastewater Treatment Plan Location



2405500



DIXVILLE CAPITAL, LLC
THE BALSAMS
DIXVILLE, HILLSFIELDED & BRILL, NEW HAMPSHIRE
PROPOSED CD RESORT SUBDISTRICT

MAP I-4
EXISTING CONDITIONS
LAKE VILLAGE AREA

[illegible]

© 2015
Hedera
Hedera.com
All rights reserved

Exhibit 4 – Letters of Authorization

Balsams View, LLC
c/o Daniel Hebert, Jr and Daniel Dagesse
12 Pleasant St
Colebrook NH 03576

February 5, 2015

Dixville Capital, LLC
PO Box 547
Bethel ME 04217

Subject: Authorized Agent Letter – Land Owned by Balsams View, LLC; Balsams Amenities, LLC; and, Dixville Woodlands, LLC ("Landowner")

Dear Sirs:

Balsams View, LLC; Balsams Amenities, LLC; and, Dixville Woodlands, LLC ("Landowner") are the owners or otherwise holding certain interests in the parcels of land generally described in Exhibit A attached hereto ("Property").

A portion of the Property is subject to an option agreement dated February 9, 2014 with extension that provides Dixville Capital, LLC with the right to acquire ownership of the property upon satisfaction of certain conditions, and to apply for all permits and approvals required to develop the Balsams Wilderness Resort, which as planned would occupy a portion of the Property.

Please consider this letter as confirmation that Dixville Capital, LLC is an authorized agent for the Landowner for the purpose of obtaining any and all permits, approvals and permissions required from the New Hampshire Department of Environmental Services, the State of New Hampshire Department of Transportation, Coos County, the municipalities of Colebrook and Errol, New Hampshire, the unincorporated municipalities of Dixville and Millsfield, New Hampshire, the US Army Corps of Engineers and any other governmental boards, bodies or authorities with jurisdiction over the Property and its planned development as the Balsams Wilderness Resort.

This letter authorizes the Dixville Capital, LLC to sign any and all applications for permits, approvals and permissions and any related materials, and to represent the Landowner at public meetings as the applicant for the proposed project.

Sincerely,

By:


Daniel Hebert, Jr.

{W4687718.1}

By: _____
Daniel Dagesse

BALSAMS VIEW, LLC

By: _____
its member

BALSAMS AMENTALS, LLC

By: _____
its member

DEXVILLE WOODLANDS, LLC

By: _____
its member

Exhibit A
Property Description

The assets making up the Resort are owned by several entities including Balsams View, LLC; Balsams Amenities, LLC; and, Dixville Woodlands, LLC, which are all owned or controlled, directly or indirectly, by Daniel Hebert, Jr. and Daniel Dagesse. These entities, together with any affiliates owning or controlling any assets historically making up the Resort, or used, held for use or related to the Resort. [The former waste disposal site is owned by Dan and Dan, LLC and is dealt with separately.]

The Resort was founded in the mid-1800s and was operated since 1954 under the ownership Tillotson Corporation. The Resort was acquired in 2011 by Daniel Hebert, Jr and Daniel Dagesse with all Resort and related acquired assets. The Resort consists of the Dix House hotel building, the Hampshire House hotel building, the Hale House bungalow, the Captains Lodge, the Balsam's Wilderness Ski Area, including both alpine skiing and 65 acres of groomed cross country ski trails, the Panorama Golf Course and Clubhouse, a nine-hole executive golf course, certain undeveloped land and a large tract of timberland subject to a conservation easement.

The real estate upon which the resort is located is described in a Quitclaim Deed from Tillotson Corporation to Balsams View, LLC dated December 6, 2011 and recorded in the Coos County Registry of Deeds at Book 1339, Page 915, and encompasses land in Colebrook, Columbia, Stewartstown and the unincorporated Town of Dixville, Coos County, New Hampshire.

Exhibit 5 – NH Department of Historic Resources MOA

**MEMORANDUM OF AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND THE
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
FOR THE REDEVELOPMENT OF THE BALSAMS GRAND RESORT HOTEL
DIXVILLE, NEW HAMPSHIRE**

WHEREAS, Dixville Capital LLC (Dixville Capital) has proposed to redevelop the Balsams Grand Resort Hotel (Balsams) as described in US Army Corps of Engineers (ACOE) permit application NAE 2014-1740, and consisting of Phase I only (subsequent phases may constitute a separate Section 106 consultation) ; and,

WHEREAS, ACOE has consulted with the New Hampshire State Historic Preservation Officer (NHSHPO), pursuant to applicable regulations found in 36 CFR Part 800, and 33 CFR Part 325, Appendix C, implementing Section 106 of the National Historic Preservation Act (16 W.S.C. 470f); and,

WHEREAS, the Balsams was listed in the National Register of Historic Places in 2002; and

WHEREAS, ACOE has determined in consultation with the NHSHPO that the undertaking will have an adverse effect on the Balsams; and,

WHEREAS, the applicant has conducted and continues to hold outreach meetings with local and regional communities interested in the historic resources; and

WHEREAS, ACOE has invited the Advisory Council on Historical Preservation to participate in the consultation process but it has determined that its participation to resolve adverse effects is not needed; and,

NOW THEREFORE, ACOE and NHSHPO agree that the undertaking shall be implemented with the following stipulations in order to take into account the effects of the undertaking on historic properties:

Stipulations

The ACOE shall insure that the following measures are carried out in consultation with the NHSHPO:

I. NEW HAMPSHIRE HISTORIC PROPERTY DOCUMENTATION

Dixville Capital shall retain a 36 CFR 61 qualified Architectural Historian and qualified photographer to prepare a New Hampshire Historic Property Documentation following Historic American Buildings Survey standards and guidelines for a short-format report (<http://www.nps.gov/hdp/standards/index.htm>).

Photography will be large format black and white 4 x 5 negatives and archival prints, not to exceed 30 views, and will focus on historic features and buildings that may be altered by the project, as well as the overall historic layout and landscape of the property and any character-defining features, if present, of Golf Links Road. Dixville Capital shall ensure that the photography, photo index, and photo location plan are completed and approved prior to any disturbance of the property. NHSHPO shall have 15 days to review and comment on the photography. Once the photography is approved, Dixville Capital may begin alteration at the property.

Within two years of execution of this document, Dixville Capital shall submit a draft of the short-format report along with previously approved photographs to the NHSHPO who shall have 30 days to review and comment. Dixville Capital shall submit final documentation to the NHSHPO along with an archival folder (one archival version of the original report and large format photographs in archival folders). One copy will also be made available to a local repository, such as a local public library or historical society.

II. BALLOT ROOM

Existing artifacts from the historic ballot room will be incorporated into renovation of the Dix House with the intention of keeping the "First in the Nation" balloting. This task will be finalized within the 5-year duration of this agreement.

III. HISTORIC PHOTOS AND ARTIFACTS

Historic photos and artifacts of the Balsams will be incorporated into the interior design of the Dix and Hampshire Houses and will include text describing their historical significance. This task will be finalized within the 5-year duration of this agreement.

IV. SELF-GUIDED TOUR(S)

Dixville Capital shall develop at least one walking tour highlighting the history of the property and its evolution through time. Dixville Capital shall provide NHSHPO with the opportunity to consult on the scope and content of the tour(s). The tour(s) will be completed with the assistance of an Architectural Historian qualified under 36 CFR 61. This task will be finalized within the 5-year duration of this agreement.

V. HISTORICAL INFORMATION

Dixville Capital shall develop the Balsams hotel website to include historical information which provides an overview of the hotel and place it within the broader historical context of the North Country and the grand hotel movement in New Hampshire. The website will, if possible, include historic photographs and may include historic film (if extant). Dixville Capital shall provide NHSHPO an opportunity to review the initial content of the historical portion of the website prior to its online publication. NHSHPO review of subsequent updates to the historical section of the website will not be required. This task will be finalized within the 5-year duration of this agreement.

ADMINISTRATIVE CONDITIONS

I. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, ACOE may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

II. MONITORING AND REPORTING

The first year following the start of renovations until the MOA expires or is terminated, Dixville Capital, on behalf of ACOE shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in ACOE's efforts to carry out the terms of this MOA.

III. DISPUTE RESOLUTION

- A. Should any signatory to this Agreement object within thirty (30) days to any actions proposed or carried out pursuant to this Agreement, the ACOE shall consult with NHSPO to resolve the objection. If the ACOE determines that the objection cannot be resolved, the ACOE shall forward all documentation relevant to the dispute the Advisory Council on Historic Preservation (Council). Within thirty (30) days after receipt of all pertinent documentation, the Council will either:
 1. Provide the ACOE with recommendations which the ACOE will take into account in reaching a final decision regarding the dispute; or,
 2. Notify the ACOE that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any recommendations or comment provided by the Council will be understood to pertain only to the subject of the dispute; the ACOE responsibility to carry out all actions under the Memorandum of Agreement that are not subjects of the dispute will remain unchanged.
- B. If at any time during the implementation of the measures stipulated in this MOA, an objection should be raised by an interested member of the public or consulting parties, the ACOE will consult with the other parties to this MOA to determine the appropriate response.

IV. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.


V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

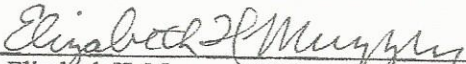
Once the MOA is terminated, ACOE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. ACOE shall notify the signatories as to the course of action it will pursue.

Execution of this Memorandum of Agreement by ACOE and NHPHPO and its subsequent filing with the Advisory Council on Historic Preservation, and implementation of its terms evidences that ACOE has afforded the Council an opportunity to comment on the redevelopment of the Balsams, and that the ACOE has taken into account the effects of the undertaking on historic properties.

U.S. ARMY CORPS OF ENGINEERS

By:  Date: 12-1-2015
Frank J. Delgiudice, US Army Corps of Engineers, Chief Branch C

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER

By:  Date: 11/23/15
Elizabeth H. Muzzey, NH State Historic Preservation Officer

INVITED SIGNATORIES:

DIXVILLE CAPITAL, LLC

By:  Date: 11/4/15
Leslie B. Otten, General Partner

 11/10/15

Exhibit 6 – Groundwater Discharge Permit Renewal Application

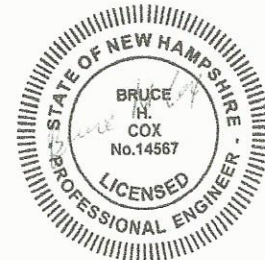
DES Waste Management Division
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095

Groundwater Discharge Permit Renewal
The Balsams
Rapid Infiltration Basins & Unlined WWTF Lagoons
Valley Road
Dixville, NH 03576

NHDES Site #: 198401040
Project Type: Rapid Infiltration Basin
Project # 15301

Prepared For:
Dan and Dan, LLC
12 Pleasant Street
Colebrook, NH 03576
Phone Number: (603) 237-4454
RP Contact Name: Daniel Hebert
RP Contact Email: dhebert@dhgc.com

Prepared By:
Horizons Engineering, Inc.
34 School Street
Littleton, NH 03561
Phone Number: (603) 877-0116
Contact Name: Bruce H. Cox, P.E.
Contact Email: bcox@horizonsengineering.com



2/10/2016

Date of Report: (February 10, 2016)



For State Use Only

Date Received: _____

Site No.: _____

Rivers Coordinator Notif. Date: _____

APPLICATION FOR GROUNDWATER DISCHARGE PERMIT

The GROUNDWATER DISCHARGE PERMIT is a permit issued under RSA 485-A:13 and Env-Ws 1500 for the discharge of wastewater to the ground or groundwater. (Examples include rapid infiltration basins, unlined septage and sludge lagoons, septic systems not meeting the nitrate setback requirements, spray irrigation of treated wastewater, leaching wastewater lagoons, and facilities discharging wastewater containing regulated contaminants which are treated with Best Available Technology.)

SUBMIT

- ONE SIGNED AND COMPLETED APPLICATION
- SUPPORTING INFORMATION
- \$1,000 APPLICATION FEE (in the form of a check payable to the "State of NH-D.E.S. (RA# 7383)" (State and local government including counties and political subdivisions are exempt)

TO:

NHDES Water Division
Groundwater Discharge Permit Coordinator
Water Supply Engineering Bureau
6 Hazen Drive
P.O. Box 95
Concord, NH 03302-0095

If you have any questions, please contact the Groundwater Discharge Permit Coordinator at (603) 271-2513.

CERTIFICATION OF NOTICE TO LOCAL TOWN/CITY CLERK

In order to meet the requirements of Env-Ws 1504.04, the undersigned certifies that on ____ __20__ a copy of this completed permit application was given to the Town/City Clerk of _____ (The town in which the facility requesting a permit is located).

Date: 2-29-16 Signed: [Signature]
Applicant

I. Activity Type

- ☒ Discharge from an unlined domestic wastewater lagoon.
- ☐ Discharge from an unlined septage or sludge lagoon.
- ☐ Land application of domestic wastewater.
- ☐ Discharge of domestic wastewater from a subsurface disposal system with a design flow equal to or greater than 20,000 gallons per day.
- ☐ Discharge of domestic wastewater from subsurface disposal systems with aggregate design flows equal to or greater than 1,000 gpd for a single lot which does not meet the minimum nitrate setback distances.
- ☐ Discharge of nondomestic wastewater which contains a regulated contaminant and which has received treatment by Best Available Technologies before discharge.

II. Facility Information

Facility Name: Balsams WWTF
Address: Valley Road
City: Dixville State: NH Zip: 03576
Tax Map: 1626 Lot Number: 6.9
Deed Reference: County: Coos Book and Page: 1369/136

III. Property Owner Information (Permit Applicant)

Property Owner Name: Dan and Dan, LLC Telephone: (603) 237-4454
Mailing Address: 12 Pleasant Street
City/Town: Colebrook State: NH Zip: 03576

IV. Facility Owner Information (complete only if different from property owner*)

Facility Owner Name: _____ Telephone: (____) _____
Mailing Address: _____
City/Town: _____ State: _____ Zip: _____

[* NOTE: The permit shall be obtained by the landowner unless a joint permit is requested OR a deeded easement, for a minimum of 20 years, had been granted by the landowner to the applicant for exclusive use of the groundwater as a receiving medium .1

V. Facility Operator Information (complete only if different from facility owner)

Facility Operator Name _____ Telephone: (____) _____
Mailing Address: _____
City/Town: _____ State: _____ Zip: _____

VI. Contact Person Information (complete only if different from facility operator)

Contact Person Name: Bruce H. Cox Telephone: (603) 877-0116
Mailing Address: Horizons Engineering, Inc. P.O. Box 1825
City/Town: New London State: NH Zip: 03257

VII. Facility Activity Information

Briefly describe the facility, its intended capacity, and types of waste or wastewater handled, together with supporting information describing the process involved in the treatment, storage, or disposal of the waste or wastewater.

The former Tillotson Rubber Company plant no longer exists and the Balsams Grand Resort Hotel is currently closed. Therefore, the WWTF currently receives no wastewater. Upon resumption of activities at the Hotel, the WWTF will receive domestic sanitary wastewater. The WWTF consists of 2 hydraulically connected unlined aeration cells totaling approximately 78,000 square feet with an average depth of 15 feet. Wastewater disposal is via infiltration from the unlined lagoons and from three rapid infiltration basins with a combined area of approximately 18,000 square feet. During operation of the plant and the Hotel, the average influent was 225,000 gpd.

VIII. Discharge

- A. Type of discharge (primary or secondary domestic wastewater effluent, septage, etc.). Attach analytical results, if available: secondary domestic wastewater effluent
 Volume of discharge (GPD): unknown, <225,000 gpd Septage (GPY) unknown
 Total number of designed discharge points (i.e. leachfield, dry wells): 2 lagoons, 3 RIBs
 Hydraulic loading rate(s) (attach calculations, if applicable): _____
 Estimated construction time and projected start-up date (for new facilities only): _____
N/A, existing facility
- B. In the case of industries, all pertinent information, including Standard Industrial Code (SIC) concerning processes, production, and associated waste streams and treatment shall be included with this application.

IX. Supporting Information

Use this check list as a guide to submitting all needed information, check "Y" (Yes), or "NA" (Not Applicable). (Supplemental information sheets specific to various types of discharges are available and can be obtained by calling (603) 271-2858. If your activity is not directly described, submittal requirements will be determined on a case by case basis. If you check "NA" in the following checklist, please submit a comprehensive narrative of the activities to be permitted.)

Y N/A

- ☒ A. USGS map (7½ minute series if available) which clearly identifies the facility location
- ☒ B. For discharges of domestic wastewater, a groundwater discharge zone map, using a tax map as a base, which identifies and locates the following:
- ☒ 1. Groundwater discharge zone boundary;
 - ☒ 2. Deeded easements which restrict the use of the groundwater;
 - ☒ 3. Streets within 1,000 feet of the groundwater discharge zone;
 - ☒ 4. Properties (including tax map and lot, ownership and land use information) within 1,000 feet of the groundwater discharge zone;
 - ☒ 5. Surface water bodies within 1,000 feet of the groundwater discharge zone including their designated river classification;
 - ☒ 6. Water supply sources (including type of use) within 1,000 feet of the groundwater discharge zone; and
 - ☒ 7. Source water protection areas within 1,000 feet of the groundwater discharge zone.
- ☐ C. Detailed scaled facility plan prepared in accordance with the following:
- ☐ * 1. The plan shall include a title, a legend, and a true north arrow;
 - ☐ * 2. The plan shall be drawn to scale and the scale shall be noted on the plan and include a graphic scale bar;
 - ☐ 3. The base plan sources from which the facility plan was derived shall be noted on the plan;
 - ☐ 4. The location, elevation, and datum of a bench mark shall be included. If a bench mark referenced to the National Geodetic Vertical Datum (NGVD) is within 1,000 feet of the facility, elevation shall be recorded using NGVD, and the source of the NGVD bench mark information shall be noted on the plan;
 - ☐ 5. Ground surface spot elevations and appropriate contours shall be shown;
 - ☐ 6. The facility plan shall identify and locate the following:
 - ☐ * a. Wastewater application and unlined lagoon areas including total land area available and area to be used;
 - ☐ * b. Existing and proposed groundwater monitoring wells that will be monitored;
 - ☐ * c. Surface water sampling points;
 - ☐ * d. Groundwater contours within 100 feet of the groundwater discharge zone;
 - ☐ * e. Surface water bodies within 100 feet of the groundwater discharge zone;
 - ☐ * f. Deeded easements which restrict the use of the groundwater;
 - ☐ * g. Groundwater discharge zone boundaries;
 - ☐ h. Land surface contours within 100 feet of the groundwater discharge zone;

Y N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | i. Piezometers used to develop the groundwater contours and/or monitor groundwater mounding; |
| <input type="checkbox"/> | | j. Table of water level measurements and elevations found in piezometers and monitoring wells used to develop the groundwater contours; |
| <input type="checkbox"/> | <input type="checkbox"/> | k. Soil borings and test pits within 100 feet of the groundwater discharge zone; |
| <input type="checkbox"/> | <input type="checkbox"/> | l. Physical structures and buildings associated with the facility; |
| <input type="checkbox"/> | <input type="checkbox"/> | m. Surface and underground storage tanks associated with the facility; |
| <input type="checkbox"/> | <input type="checkbox"/> | n. Underground utilities at the facility; and |
| <input type="checkbox"/> | <input type="checkbox"/> | o. Subsurface drains at the facility. |
| <input type="checkbox"/> | | 7. All plans and specifications shall be stamped by a professional engineer registered in NH. |
| <input type="checkbox"/> | | D. In addition to the facility plan, a copy of the plan scaled to fit on an 8½" x 11" or 11" x 17" sheet and modified to make the items starred (*) in Part IX (C) above legible. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | E. A table, in a format prescribed by the division, summarizing all monitoring results to date from existing monitoring points; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | F. A list of reports on land use history, activities, water quality and hydrogeology associated with the property on which the facility is located; |
| <input checked="" type="checkbox"/> | | G. A detailed proposal for a water quality monitoring program, including proposed monitoring schedule, parameters to be analyzed and monitoring locations, with supporting information justifying the locations, frequency and parameters selected. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | H. A nitrate or contaminant movement study. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | I. For new sites: |
| | | 1. A site specific soil map of the proposed groundwater discharge zone prepared in accordance with the site specific soil mapping standards for New Hampshire and Vermont; and |
| | | 2. A description of the geology of the site, including a description of surficial geologic materials, estimates of hydraulic conductivity, hydraulic gradients, and seepage velocity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | J. Verification from the Department of Resources & Economic Development that no presence of threatened or endangered species exists on the site. |
| <input type="checkbox"/> | | K. Test pit data and boring log data including textural description, drilling methods, blow counts and water table observation. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | L. Well construction details of existing monitoring wells, top of well casing elevations, measured depth to water table from top of casing; |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | M. Documentation, filed in the registry of deeds, which acknowledges that the use of groundwater within the groundwater discharge zone for drinking water wells shall be restricted by easement ownership rights, (if the applicant does not own all applicable land); |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | N. Status of dMsion approval of design plans and operations manual for the wastewater treatment system. |
| | | O. A copy of the permit, or application if a permit is not yet issued, for: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. A site specific permit for drainage and erosion control measures; |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. A septage or sludge management permit; and |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. A dam permit for bermed or dammed structures. |

X Permit Issuance Information

- A. Within 90 days from the receipt of a complete permit application, the Department of Environmental Services (the department) shall issue a permit for a period of five years subject to renewal or deny the application. The department shall notify the applicant of its decision, in writing.
- B. The department shall place conditions upon a groundwater discharge permit as required to assure conformance with these rules.
- C. The department may enter any permitted facility for the purpose of collecting information, examining records, collecting samples, or undertaking other action associated with the permit.
- D. The permittee shall submit to the department before facility start-up, an as-built site plan on an 8½" x

- 11" or 11" x 17" sheet and boring logs and well construction details of wells installed after permit issuance.
- E. The permittee shall submit one complete set of water quality results to the department before facility start-up.
 - F. The permittee shall apply for the renewal of the permit 90 days prior to its expiration date. The permittee shall continue to comply with all conditions in the original permit until permit renewal or facility closure. (See Env-Ws 1506.03 for renewal criteria and Env-Ws 1600 for closure requirements).
 - G. A permittee may request a permit modification or permit termination by submitting a written request to the department, including the reasons for the modification or termination and a table (in a format prescribed by the department) summarizing all monitoring results to date from existing monitoring points. The department shall modify or terminate the permit or deny the request, stating the reasons for the denial in writing, within 90 days of receipt of the request. (See Env-Ws 1506.02 for further information).
 - H. Prior to transfer of ownership of a facility, the permittee shall file a written request with the department for a transfer of the permit to the new owner. The request shall include a summary of all monitoring results to date in a format prescribed by the department. Within 90 days of receiving a request for transfer, the department shall notify the present permittee and the new permittee of its decision in writing. Within 90 days from the date of approval of transfer, the new permittee shall notify the department in writing of its acceptance of the permit. (See Env-Ws 1506.03 for further information).

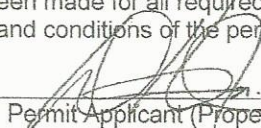
XI CERTIFICATION

To the best of my knowledge, the data and information which I have submitted to obtain the Groundwater Discharge Permit from the New Hampshire Department of Environmental Services, are true and correct.

The undersigned certifies that application has been made for all required state or federal permits and that they agree to abide by all applicable rules and conditions of the permit or registration, if issued.

Date: 2-29-16

Signed: _____


Permit Applicant (Property Owner)

No liability is incurred by the State by reason of any approval for a Groundwater Discharge Permit. Approval by the Department is based on information supplied by the applicant. No guarantee is intended or implied by reason of any advice given by the Department or its staff.

Section IX – Supporting Information

- A. USGS Map
A portion of the relevant USGS map is included as **Attachment A**.
- B. Groundwater Discharge Zone Map
A groundwater discharge zone map prepared by Haley & Aldrich, Inc. is included as **Attachment B**. Also included are maps of water supply wells and Source Protection Areas within 1,000 feet of the Groundwater Discharge Zone obtained from the NHDES OneStop GIS website.
- C. Facility Plan
The facility plan is already on file with NHDES.
- D. Reduced Size Plan
A reduced size plan is already on file with NHDES, or can be produced from the available plan.
- E. Monitoring Results Data Table
A summary table of monitoring results is included as **Attachment C**.
- F. Previous Reports
Previous reports were summarized by Haley & Aldrich, Inc. in the renewal application dated October 12, 2005. Reports prepared and submitted since that time are noted below:

Date	Document	Preparer
12/30/2005	2005 Annual Summary Report	Tillotson Rubber Co., Inc.
1/12/2007	2006 Annual Summary Report	Tillotson Rubber Co., Inc.
1/5/2012	2011 Annual Summary Report	Tillotson Rubber Co., Inc.
3/29/2013	2012 Annual Summary Report	Horizons Engineering, Inc.
3/12/2015	2013-2014 Summary Report	Horizons Engineering, Inc.
1/14/2016	2015 Annual Summary Report	Horizons Engineering, Inc.

- G. Water Quality Monitoring Plan
No changes are recommended for the water quality monitoring plan. This is summarized below:

Monitoring Locations	Sampling Frequency	Parameters
HA-1, HA-2, HA-3, HA-4, WHM-1, WHM-3	May and October of each year	Arsenic, Boron, Chloride, Nitrate, Nitrite, pH, TKN, Ortho-Phosphorus, E. Coli, Specific Conductivity @ 25°C, and Static water Elevation
SW-1, SW-2	May and August of each year	Ammonia, BOD ₅ , Dissolved Oxygen, Nitrate, pH, Total Phosphorus, and Specific Conductivity @ 25°C.
HA-1, HA-2, HA-3, HA-4, HM-1, WHM-3	May 2017 and November 2020	VOCs using EPA Method 8260B (including low level 1,4-Dioxane) and Drinking Water Metals

- H. Nitrate or Contaminant Movement Study
No nitrate or contaminant movement studies are known.
- I. Site Geology
N/A, this is not a new site.
- J. Threatened or Endangered Species
N/A, this facility has already been constructed. This is a permit renewal.
- K. Test Pit and Boring Logs
Previously submitted, this is a permit renewal.
- L. Monitoring Well Construction Details
Previously submitted, this is a permit renewal.
- M. N/A, the applicant owns all the land encompassed by the groundwater discharge zone.
- N. Status of Approval of Design Plans and Operations Manual for the Wastewater Treatment System
N/A, this facility has been permitted and constructed.
- O. Permits or Permit Applications
N/A, this facility has been permitted and constructed.

Attachment A
USGS Site Location Map

The National Map
US Topo

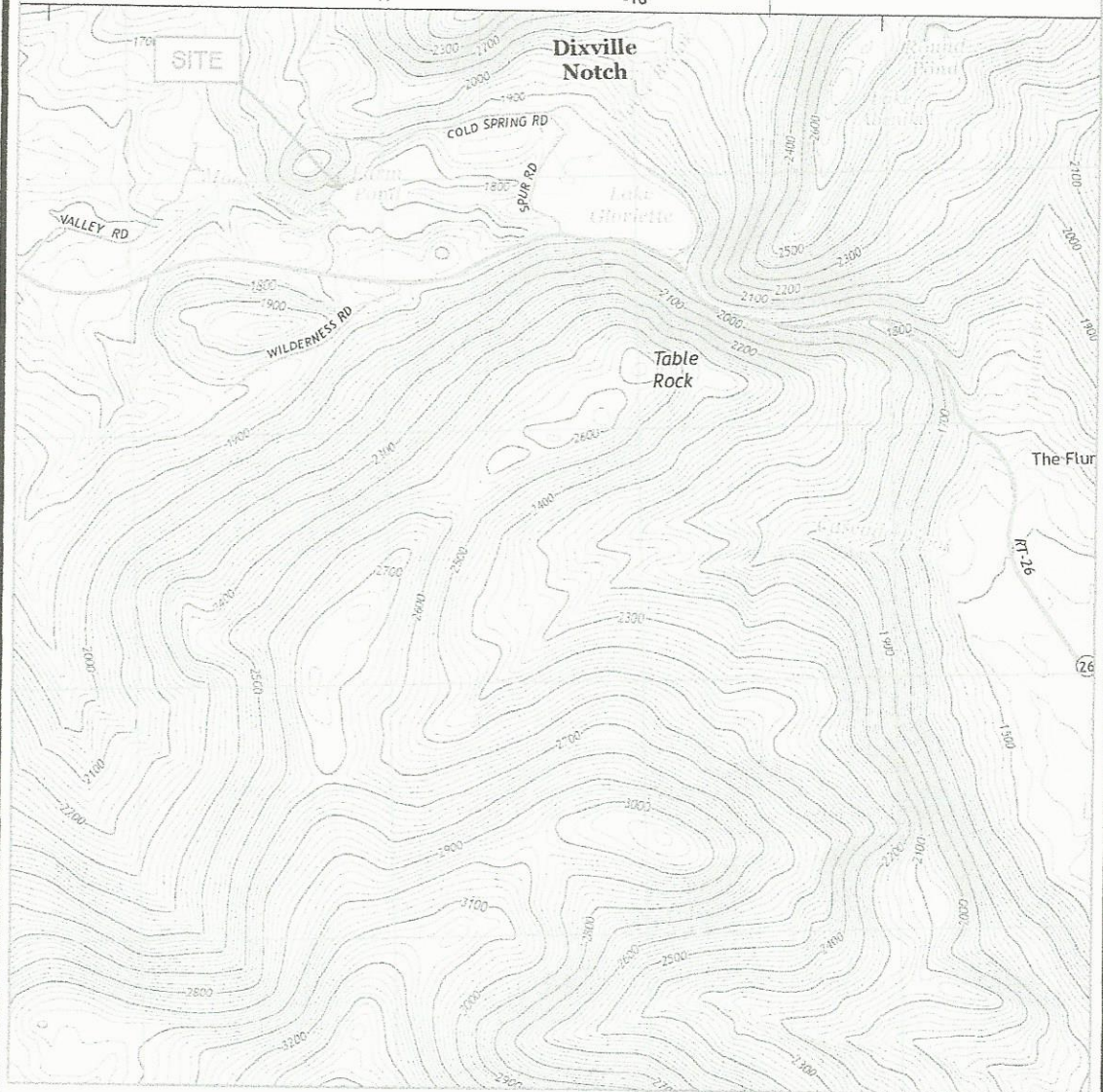
20'

316

317

318

17°30"



ho izens
Engineering Inc.

34 School Street
Littleton, NH 03561
Phone: 603.444.4111 – Fax 603.444.1343

BALSAMS - WWTF

GROUNDWATER DISCHARGE PERMIT RENEWAL
DIXVILLE, NEW HAMPSHIRE

SITE LOCATION MAP

PROJECT #:

ENGINE'D BY:

BHC

DRAWN BY:

BHC

DATE:

FEB 10, 2016

Attachment B
Groundwater Discharge Zone Map and Documentation

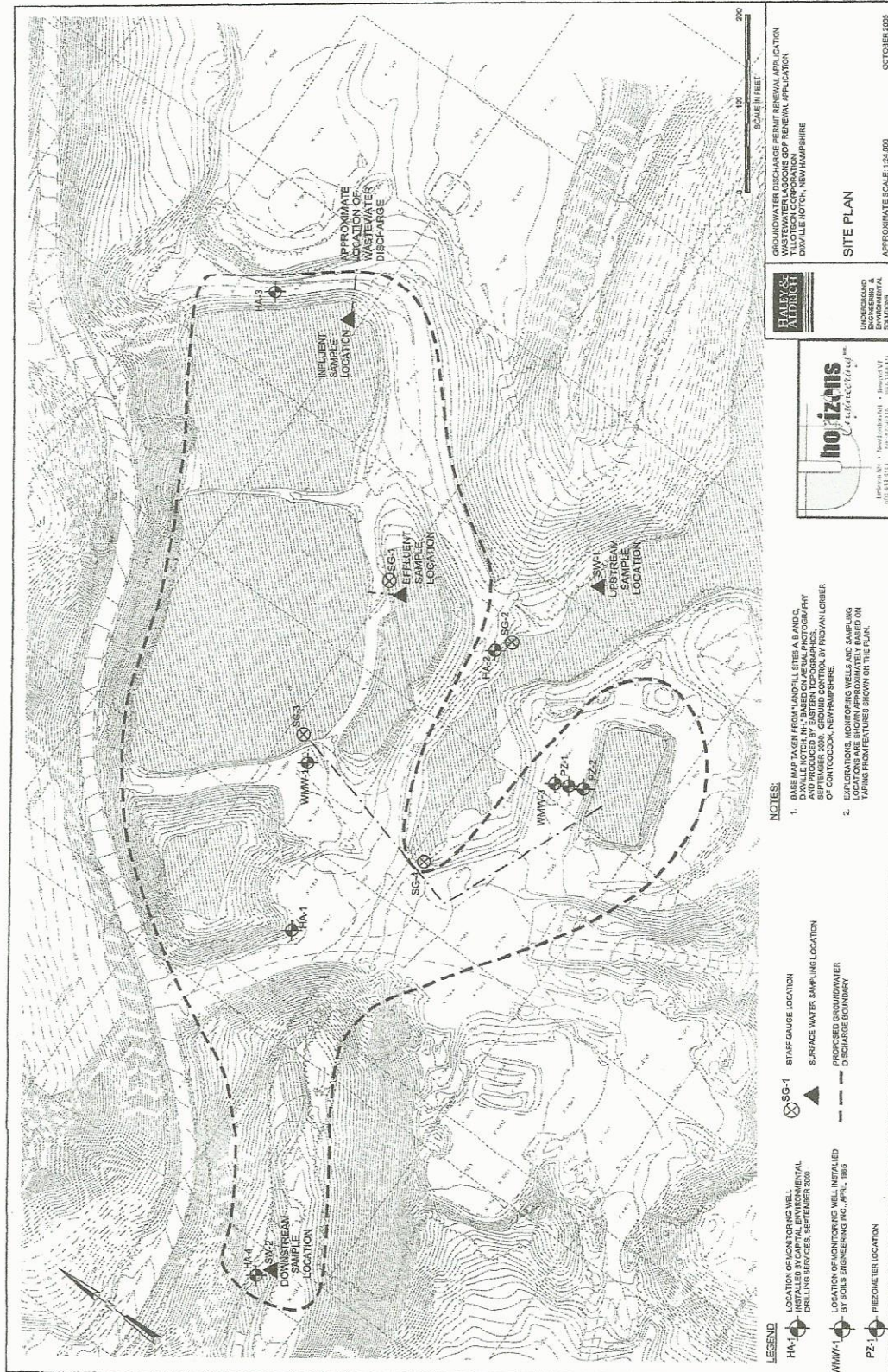


FIGURE 3

504-18-052 B05

Balsams WWTF Well Map



Balsams WWTF Well Map



Map Scale = 1 : 12031 (1" = 1003 feet or 0.2 miles)

The information contained in the OneStop Program GIS is the best available according to the procedures and standards of each of the contributing programs and of the GIS. The different programs are regularly maintaining the information in their databases. As a result, the GIS may not always provide access to all existing information, and it may occasionally contain unintentional inaccuracies. The Department can not be responsible for the misuse or misinterpretation of the information presented by this system.

Map prepared 2/10/2016 11:00:04 AM

- Legend**
- Water Well
 - Town Boundary
 - County Boundary
 - State Boundary



Developed in
cooperation with
NH GRANIT

Balsams WWTF SPA Map



Balsams WWTF SPA Map



Map Scale = 1 : 24061 (1" = 2005 feet or 0.4 miles)

The information contained in the OneStop Program GIS is the best available according to the procedures and standards of each of the contributing programs and of the GIS. The different programs are regularly maintaining the information in their databases. As a result, the GIS may not always provide access to all existing information, and it may occasionally contain unintentional inaccuracies. The Department can not be responsible for the misuse or misinterpretation of the information presented by this system.

Map prepared 2/10/2016 11:04:23 AM



Attachment C
Monitoring Summary Tables

GROUNDWATER QUALITY ANALYTICAL RESULTS
The Balsams - Former Tillotson Rubber Rapid Infiltration Basins Unlined WWTF Lagoons
SITE #198401040



Analysis	NIDES Ambient Groundwater Quality Stations																			
	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1	HA-1
Top of Casing	05/31/08	05/31/07	10/04/07	05/29/08	10/22/08	05/28/09	10/13/09	08/25/10	10/12/10	06/12/11	10/11/11	10/28/12	05/08/13	11/04/13	06/09/14	07/01/14	10/13/14	05/14/15	10/28/15	HA-1
Depth to Water (feet)	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45	99.45
Water Table Elevation	38.47	40.25	38.47	41.11	40.20	42.85	39.78	43.38	39.58	43.04	38.91	43.31	40.25	48.33	40.58	40.25	48.33	40.58	40.25	48.33
Volatiles Organic Compounds	60.98	59.20	60.98	58.34	59.25	56.80	59.67	56.09	59.89	56.41	60.54	56.14	59.20	53.12	58.87	59.20	53.12	58.87	59.20	53.12
ACQS																				
Benzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Toluene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Ethylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
o-Xylenes	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
m-Xylenes	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
p-Xylenes	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Total Detected Xlenes	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Total Detected BTEX	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
Methyl-tert-butyl-ether (MTBE)	13	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
2-Etanolone (MEK)	4,000	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
tert-butyl methyl-ether (TAME)	40	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
tert-butyl alcohol (TBA)	40	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
Ethyl-tert-butyl-ether (ETBE)	40	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
Diisopropyl ether (DIPE)	120	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
sec-Butylbenzene	260	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
n-Butylbenzene	260	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
tert-Butylbenzene	260	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
1,2,4-Trimethylbenzene	330	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
1,3,5-Trimethylbenzene	330	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
n-Propylbenzene	260	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
p-Isopropyltoluene	260	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Isopropylbenzene	800	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Acetone	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Naphthalene	20	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
Inorganic Compounds (ug/l)																				
Chloride	37,000	39,000	31,000	48,000	36,000	39,000	39,000	39,000	43,000	32,000	37,000	24,000	30,000	35,000	30,000	30,000	35,000	30,000	30,000	35,000
Nitrate	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500
Nitrite	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500
Orthophosphorus	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
TKN	800	800	500	1,100	800	700	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500
Total Calcium (MPN/100ml)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
E. Coliform (MPN/100ml)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
See Footnote #2																				
See Footnote #2																				
Dissolved Metals (ug/l)																				
Antimony	6																			
Arsenic	10	<1	3	8	6	4	2	83	4	2	4	6	<1	2	<1	<1	<1	<1	<1	<1
Barium	2,000	70																		
Boron	640																			
Cadmium	5	<1																		
Chromium (Total)	100	46																		
Lead	15	<1																		
Mercury	2	<0.1																		
Selenium	50	<1																		
Silver	100	<1																		
Field Parameters																				
Temperature (Celsius)	NA	NA	320	310	320	310	300	290	160	140	280	260	250	17.9						
Specific Conductance (umhos)	NA	NA	6.5	6.8	6.9	6.8	6.7	6.5	6.7	6.5	6.7	6.6	6.2	8.52						
pH (SU)	NA	NA	6.8	6.8	6.8	6.8	6.7	6.5	6.7	6.5	6.7	6.6	6.2	8.52						
Lab Parameters																				
Specific Conductance (umhos)	NA	NA																		
pH (SU)	NA	NA																		

Notes:

Notes:

GROUNDWATER QUALITY ANALYTICAL RESULTS
The Balsams - Former Tillotson Rubber Rapid Infiltration Basins Unlined WWTF Lagoons
SITE #198401040



Analytes	INDES Ambient Groundwater Quality Standards															
	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3	HA-3
Top of Casing	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Depth to Water (feet)	12.05	17.50	12.05	18.99	16.10	21.88	15.77	23.97	18.58	23.11	13.25	23.63				
Water Table Elevation	87.95	82.50	87.95	80.01	83.90	78.12	84.23	76.03	83.42	76.89	85.75	76.37				
AGQS																
Volatile Organic Compounds	5															
Benzene	<1															
Toluene	1,000															
Ethylbenzene	700															
m,p-xylene	NA															
o-xylene	NA															
Total Detected Xylenes	10,000															
Total Detected BTEX	NA															
Methyl-tert-butyl-ether (MTBE)	13															
2-Butanone (MEK)	4,000															
tert-amyl methyl ether (TAME)	140															
tert-Butyl Alcohol (TBA)	40															
Ethyl-tert-butyl ether (ETBE)	40															
Diisopropyl ether (DIPE)	120															
sec-Butylbenzene	260															
n-Butylbenzene	260															
1,2,4-trimethylbenzene	260															
1,3,5-trimethylbenzene	330															
n-Propylbenzene	260															
n-Isopropylbenzene	260															
n-Propyltoluene	260															
Acetophenone	800															
Acetophenone	<10															
Naphthalene	<5															
Inorganic Compounds (ug/l)																
Chloride	2,000	2,000	2,000	7,000	3,000	4,000	3,000	4,000	5,000	3,000	4,000	4,000	5,000			
Nitrate	700	1,000	1,000	700	600	600	600	600	600	2,100	500	500	500			
Nitrite	1,000	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500			
Orthophosphorus	NA															
TKN	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500	<500			
Total Calcium (mg/l) (ppm)	See Footnote #2															
Total Calcium (mg/l) (ppm)	See Footnote #2															
Disolved Metals (ug/l)																
Arsenic	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Barium	10															
Boron	2,000															
Cadmium	640															
Chromium	5															
Chromium (Total)	100															
Lead	15															
Mercury	2															
Selenium	<0.1															
Silver	<1															
Field Parameters																
Temperature (Celsius)	NA															
Specific Conductance (umhos)	NA															
pH (SU)	5.9	6.1	5.9	6.2	6.1	6.2	6.1	6.1	6.2	5.8	6.2	6.2				

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

NOT SAMPLED -WELL DESTROYED

GROUNDWATER QUALITY ANALYTICAL RESULTS
The Balsams - Former Tillison Rubber Rapid Infiltration Basins Unlined WWTF Lagoons
SITE #199401040



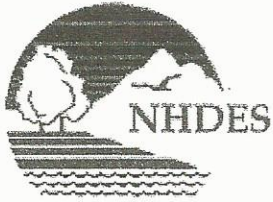
Analytes	N-DES Ambient Groundwater Quality Standards										MCLG (ppb)									
	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4	HA-4
Top 4 Casing	05/31/08	10/31/08	05/31/07	10/04/07	05/28/08	10/22/08	05/28/08	10/13/09	05/22/10	10/12/10	05/12/11	10/11/11	10/29/12	05/09/13	11/04/13	07/07/14	05/14/15	10/28/15		
Top 4 Casing	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50
Top 4 Casing	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69	2.69
Top 4 Casing	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34	47.34
Volatiles Organic Compounds	ASOS																			
Benzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Toluene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Ethylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
m,p-xylene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
o-xylene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Total Detected Xylenes	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Total Detected BTEX	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Methyl-tert-butyl ether (MTBE)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
2-butanones (MEK)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
tert-butyl alcohol (TBA)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
tert-butyl ether (TBE)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Diisopropyl ether (DIPE)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
n-Butylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
tert-butylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
1,2,4-trimethylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
1,2,4,5-tetramethylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
n-Propylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
n-Isopropyltoluene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Isopropylbenzene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Acetone	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Naphthalene	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Inorganic Compounds (ug/l)	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5	<5
Chloride	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Nitrate	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Orthophosphate	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
TKN	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Total Chloride (MPPN/100ml)	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2
E. Coliform (MPN/100ml)	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2
Disinfectant Residual (ug/l)	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2	See Footnote #2
Arsenic	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Barium	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	130
Boron	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840	840
Cadmium	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Copper	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Cyanide (Total)	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Lead	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Mercury	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Selenium	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Silver	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Field Parameters																				
Temperature (Celsius)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Specific Conductance (umhos)	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280	280
pH (SU)	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1	8.1
Lab Parameters																				
Temperature (Celsius)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Specific Conductance (umhos)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
pH (SU)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Notes:
< = Detected analyte concentration below indicated laboratory detection limit.
Concentrations listed in bold equal to or greater than applicable N-DES Ambient Groundwater Quality Standard or EPA MCLG
NA = Standard not available or Not Applicable
* = EPA Secondary Maximum Contaminant Level
Footnote #2 - Maximum Contaminant Level Goal (MCLG) in MPN/100 ml is 0
NG-Not Sampled

a. **Detected analyte concentration below indicated laboratory detection limit.**
 b. **Concentrations listed in bold equal to or greater than applicable NDEES Ambient Air Standard.**
 c. **A = Standard not available or Not Applicable.**
 d. **EPA Secondary Maximum Contaminant Level**
 e. **Maximum Contaminant Level Goal (MCLG) in MFW/100 ml is 0 NS-Not Sampled**

Notes:
 * = Detected analyte concentration below indicated laboratory detection limit.
 ** = Concentrations listed in bold equal to or greater than applicable NDES Ambient Groundwater Quality Standard or EPA MCLG.
 N/A = Standard not available or Not Applicable.
 **EPA Secondary Maximum Contaminant Level
 † = Exceeds EPA Secondary Maximum Contaminant Level
 ‡ = Exceeds EPA Secondary Maximum Contaminant Level
 NS = Not Sampled

Exhibit 7 – Groundwater Discharge Permit



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



January 23, 2012

BALSAMS VIEW, LLC
12 PLEASANT STREET
COLEBROOK, NH 03576-3248

GROUNDWATER DISCHARGE PERMIT

SUBJECT: DIXVILLE – Balsams / Tillotson Corporation, NH Route 26, Revised
Groundwater Discharge Permit - Change of Ownership
Site# 198401040/ Project# 15301/ Activity #178

Please find enclosed the Revised Groundwater Discharge Permit Number GWP-198401040-D-003 issued by the Water Division of the Department of Environmental Services (Department), for the discharge of up to 225,000-gallons per day of treated wastewater to the ground and groundwater via unlined wastewater lagoon and rapid infiltration basins (RIBs).

Please note the permit has been revised to show Balsams View, LLC as the new owner and permittee for the groundwater discharge permit. Only condition #9 was updated. No other changes have been made to the terms or conditions of this permit. The information in the Department's files will be updated to reflect this change.

Additionally, please forward information verifying that the treatment and disposal facility continues to be operated and maintained by a qualified operator(s), licensed by the Department under the N.H. Admin. Rules, Env-Ws 901 (see Permit Condition #14).

Should you have any questions, please contact me at (603) 271-2858 or by e-mail at mitchell.locker@des.nh.gov

Sincerely,

Mitchell Locker, P.G.
Drinking Water & Groundwater Bureau

MDL/ml/h:\swp\wic\2011mdl\permits\198401040-D-003 pmt Balsams wwtf
Enclosure

cc: Rene Pelletier Assistant Director, WD
Stephen Roy, DWGB
Balsams View, LLC, 12 Pleasant Street, Colebrook, NH 03576-3248
File# 198401040



The
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES

hereby issues

GROUNDWATER DISCHARGE PERMIT

NO. GWP-198401040-D-003

to the permittee

BALSAMS VIEW, LLC

for the discharge of up to 225,000 gallons per day

of treated wastewater from

to the groundwater via unlined wastewater lagoons and

rapid infiltration basins

as depicted on the drawings submitted with the application titled

"Site Plan Interpreted Groundwater Elevation Contours"

Dated October 2000 and prepared by Haley & Aldrich.

TO: BALSAMS VIEW, LLC
12 PLEASANT STREET
COLEBROOK, NH 03576-3248

Date of Issuance: March 4, 2011
Revision Date: January 23, 2012
Date of Expiration: March 4, 2016

(continued)

Pursuant to authority in N.H. RSA 485-A:13, I(a), the New Hampshire Department of Environmental Services (Department), hereby grants this permit to discharge up to 225,000 gallons per day of treated wastewater to the ground via rapid infiltration basins at the above described site, subject to the following conditions:

STANDARD DISCHARGE PERMIT CONDITIONS

1. The permittee shall not violate Ambient Groundwater Quality Standards adopted by the Department (N.H. Admin. Rules, Env-Wq 402) in the groundwater, at the boundary of the groundwater discharge zone, as shown on the referenced site plan.
2. The permittee shall not cause groundwater degradation, which results in a violation of the surface water quality standards (N.H. Admin. Rules, Env-Wq 1700), in any surface water body at the boundary of the Groundwater Discharge Zone, as shown on the referenced site plans.
3. The permittee shall allow any authorized member of the Department's staff, or its agent, to enter the property covered by this permit for the purpose of collecting information, examining records, performing routine inspections, collecting samples, or undertaking other actions associated with the permit.
4. The permittee shall apply for renewal of this permit at least 90 days prior to its expiration date. The permittee shall continue to comply with all conditions in this permit until the permit is renewed or the facility is closed in accordance with all applicable requirements, regardless of whether a renewal application is filed.
5. This permit is transferable only upon written request to, and approval of, the Department. Compliance with the existing permit shall be established prior to ownership transfer. Transfer requests shall include the name and address of the person to whom the permit transfer is requested, signature of the current permittee, and a summary of all monitoring results to date.
6. Department approval is required for changes in volume or character of pollutants generated or received by the facility and/or its appurtenances.
7. The Department reserves the right, under N.H. Admin. Rules, Env-Wq 402, to require additional hydrogeologic studies and/or remedial measures if the Department receives information indicating a need for such work.
8. Issuance of this permit does not exempt the permittee from any other applicable or requisite local approvals that are stipulated by the municipality in which it is located.
9. Issuance of this permit is based on the groundwater discharge permit application package dated January 20, 2011, the information in the DES file #198401040 and the December 30th letter of ownership change notification.
10. All grit, oil, sludge, or other wastes that result from the operation of the treatment system shall be disposed of only in a facility approved by the Department for such disposal.

11. The permittee shall submit detailed design plans to the Department's Wastewater Engineering Bureau for review and approval of proposed improvements and/or expansions prior to any construction activity. No additional discharge to expanded facilities shall be allowed without the written approval from the Department.
12. The permittee shall maintain a groundwater water quality monitoring program and submit monitoring results to the Department's Groundwater Discharge Permits Coordinator no later than 45 days after sampling. Groundwater samples and readings shall be taken from on-site monitoring wells, piezometers, and surface water sampling points listed on the following table in accordance with the schedule outlined therein.

<u>Monitoring Locations</u>	<u>Sampling Frequency</u>	<u>Parameters</u>
HA-1, 2, 3, & 4 WHM-1 & 3	May & October of each year	Arsenic, Boron, Chloride, Nitrate, Nitrite, pH, TKN, Ortho-Phosphorus, <u>E Coli</u> , Specific Conductivity @25°C, & Static Water Elevation
*SW-1 & 2	May & August of each year	Ammonia, BOD ₅ , Dissolved Oxygen, Nitrate, pH, Total Phosphorus, & Specific Conductivity @ 25°C
HA-1, 2, 3, & 4 WHM-1 & 3	May 2012 & November 2015	VOCs using EPA Method 8260B including low level 1,4-Dioxane) & Drinking Water Metals

**Submit all August surface water (SW-1 & 2) information with the regular October groundwater sampling results*

Groundwater samples shall be obtained using sampling procedures and protocol described in "Practical Guide for Ground-Water Sampling," USEPA current edition, and "RCRA Ground-Water Monitoring Enforcement Guidance," USEPA current edition. Samples shall be analyzed by a laboratory certified by the U.S. Environmental Protection Agency or the Department.

13. An annual summary of groundwater and surface water quality data shall be submitted to the Department's Groundwater Discharge Permits Coordinator in the month of January using a tabular format acceptable to the Department.\
14. The wastewater treatment facility shall be operated and maintained by qualified operators, licensed by the Department if required under the N.H. Admin. Rules, Env-Ws 901.
15. The facility shall conduct operational sampling of the treatment system to verify wastewater quality according to the following schedule:

(continued)

GWP-198401040-N-003

Treatment works:

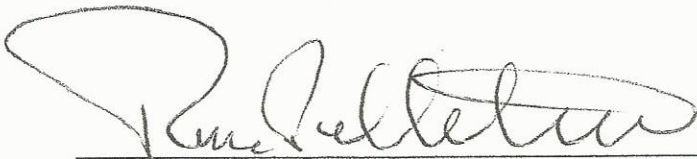
<u>Monitoring Locations</u>	<u>Sampling Frequency</u>	<u>Parameters</u>
Influent	Daily Monthly	Continuous flow (gpd) BOD ₅ , Nitrate, pH, TSS
**Effluent	Daily Monthly	Continuous flow (gpd) Ammonia-N, BOD ₅ , Nitrate, pH, TSS, & Total Phosphorus

***Treated wastewater discharging to the rapid infiltration basins*

16. The permittee shall submit completed monthly operation reports (MORs) to the Department, postmarked no later than the 15th day of the following month. Monthly reports shall include daily, weekly, and monthly sampling results from the treatment facility, and shall also include daily flow and discharge application rates to basins.
17. Improvements or expansion of the wastewater treatment and/or disposal system shall be reviewed and approved by the Wastewater Engineering Bureau prior to construction and operation. No discharge to new facilities or structures is permitted without written approval by the Department.

CONDITIONS FOR RAPID INFILTRATION BEDS

18. Wastewater shall be applied only to areas designated in the referenced plan. The permittee shall discharge only treated effluent. No other wastes shall be introduced into the rapid infiltration beds.
19. The permittee shall notify the Department's Groundwater Discharge Permit Coordinator in writing of alteration to/or abandonment of the rapid infiltration system.
20. All grit, oil, sludge or other wastes that result from the operation of the treatment system shall be disposed of only in a facility approved by the Department for such disposal.



Rene Pelletier, P.G., Assistant Director
Water Division

Under RSA 21-0:14 and 21-0:7-IV, any person aggrieved by any terms or conditions of this permit may appeal to the Water Council in accordance with RSA 541-A and N.H. Admin. Rules, Env-WC 200. Such appeal must be made to the Council within 30 days and must be addressed to the Chairman, Water Council, 6 Hazen Drive, PO Box 95, Concord, NH 03302-0095.

**Exhibit 8 – Declaration of Easements
(Revised)**

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") MADE as of this _____ day of _____, 201____, by and **between Balsams View, LLC**, a New Hampshire limited liability company with a mailing address of _____, New Hampshire (hereinafter referred to as "**Resort**") and **Hampshire Dix House, LLC**, a Delaware limited liability company with a mailing address of _____ ("**Condominium**").

WHEREAS, Resort is the owner of certain premises located in the unincorporated place of Dixville, Coos County, New Hampshire, all as more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as "**Parcel 1**"), a portion of which is shown as Parcel 1 on a that certain plan entitled "Plan of Easements for Declaration of Easements between Balsams View, LLC and Hampshire Dix House, LLC", dated April 22, 2016, as revised through _____, consisting of Sheets 1-2 and prepared by Horizons Engineering (referred to herein as the "**Plan**"), which plan is to be recorded in the Coos County Registry of Deeds contemporaneously herewith; and

WHEREAS, Condominium is the owner of certain premises, located in Dixville, Coos County, New Hampshire shown as Parcel 2 on said Plan and more particularly described in that certain deed from Resort to Condominium dated _____, 201____, recorded in the Coos County Registry of Deeds in Book _____, Page _____ (referred to hereinafter as "**Parcel 2**"), upon which proposes to declare a condominium and to construct and develop the "Hampshire-Dix House, a Condominium" to contain approximately 87 condominium units, each of which will be divided into fractional interest estates comprised of three 100-day interests and one 65-day interest, and additional amenities that may include, among other amenities, a fitness area, swimming pool and ski storage, plus a commercial condominium unit; and

WHEREAS, Resort and Condominium wish to convey certain easements and other rights to each other to allow for joint use of certain improvements located on their properties and to enhance the value of each of their properties and the uses contemplated thereby.

NOW THEREFORE, the parties hereto agree as follows:

1. **Plan.** Given that the easements conveyed herein and established hereby are being made on a pre-construction basis, certain grants have been broadly made and certain easements are depicted on the Plan in approximate locations only.

(a) Upon completion of construction of the contemplated condominium project on Parcel 2, Condominium shall prepare a standard boundary survey of all easements created pursuant to this Declaration for the benefit of Parcel 2 and such survey shall be approved by both Condominium and Resort and recorded as an addendum to this Declaration clarifying the exact location of the easement granted hereunder for the

benefit of Parcel 2. Resort and Condominium agree that such addendum shall be proposed, approved and recorded not later than one year following the issuance of a certificate of occupancy for the Condominium; provided however that the failure to record such addendum by said date shall not invalidate or otherwise affect the rights and easements herein created.

(b) Upon completion of construction of the Resort, Resort shall prepare a standard boundary survey of all easements created pursuant to this Declaration for the benefit of Parcel 1 and such survey shall be approved by both Condominium and Resort and recorded as an addendum to this Declaration clarifying the exact location of the easements granted hereunder for the benefit of Parcel 1. Resort and Condominium agree that such addendum shall be proposed, approved and recorded not later than _____, provided however that the failure to record such addendum by said date shall not invalidate or otherwise affect the rights and easements herein created.

2. *Access Easements*

(a) *Grant.* Resort hereby grants to Condominium, for the benefit of Parcel 2, the perpetual and non-exclusive right and easement, in common with the Resort and such others as the Resort may determine appropriate in its sole discretion, for ingress and egress on foot and by motor vehicle between Parcel 2 and New Hampshire Route 26 and between Parcel 2 and the Parking Easement Areas or Relocated Parking Easement Areas (as both are defined below)(collectively the “**Access Easements**”), on, over, under and across the following portions of Parcel 1: Cold Spring Road and Spur Road as depicted on the Plan, but only to the extent cross-hatched on the Plan, and that certain that portion of the horseshoe shaped access drive providing direct access to Parcel 2 from Cold Spring Road, all as more particularly depicted on the Plan, (hereinafter the “**Resort Access Roadways**”). Notwithstanding anything contained herein to the contrary, the Access Easements granted by Resort pursuant to this Section 2(a) do not extend to any other roads or ways situated on portions of Parcel 1 not depicted on the Plan and do not extend to any portion of Spur Road or Cold Spring Road that is not crosshatched on the Plan. Resort also grants to Condominium, to the extent Resort does not reasonably undertake the same, the right to install, maintain, repair and replace the Resort Access Roadways, including without limitation the right to construct or install drainage ditches, sidewalks, culverts, directional and informational signs, street lights and landscaping, together with the right to alter, excavate and pave the surface of the earth for the foregoing purposes; *provided, however*, that any construction or improvements Condominium proposes to the Resort Access Roadways shall be subject to the prior written consent of the Resort, which shall not be unreasonably withheld, but may be conditioned upon such requirements as the Resort may deem necessary or appropriate to assure, in the Resort’s sole discretion, adequate design, development, construction, safety, and timing and coordination of use of such improvements with the Resort, other persons having rights in and to the Resort Access Roadways and their tenants, licensees, contractors, customers, employees, guests and invitees, including without limiting the generality of the foregoing installing all utilities and utility lines underground.

(b) *Maintenance and Relocation.* Resort shall have the primary obligation to maintain, repair and improve the Resort Access Roadways, subject to the provisions of 2(c) below. Resort shall also have the right to relocate and alter the Resort Access Roadways at its own expense, provided that all applicable governmental requirements are satisfied, and so long as (i) any such relocation or alteration does not unreasonably interfere or disrupt access between Parcel 2 and Route 26, (ii) reasonable prior written notice of such relocation or alteration shall have been given to Condominium in respect of Parcel 2, (iii) the requirements of paragraph 14 shall be satisfied, and (iv) Condominium is granted easements in respect of such relocated roadway system that are equivalent to the easements granted in this paragraph 2.

(c) *Cost of Repair, Maintenance and Improvement of Resort Access Roads.* Condominium and Resort shall share the costs of maintenance, repair and improvement of the Resort Access Roadways subject to the Access Easement which are in joint use, and Resort shall have the primary responsibility for maintenance, repair, and improvement, including without limitation necessary repaving, the removal of snow and ice and landscaping in the vicinity of the Resort Access Roadways, and Condominium shall pay its share of all reasonable expenses incurred by Resort within 30 days of billing by Resort. In the event that Resort does not maintain, repair and improve (as may be reasonably necessary) the Resort Access Roadways subject to the Access Easement area, Condominium shall have the right to maintain, repair and improve the same (and a perpetual right and easement is hereby granted for such purposes), and Resort shall pay its share of all reasonable expenses incurred within 30 days of billing by Condominium. If one party does not pay when due, the breaching party, shall pay the other interest at the rate of 18% per annum and all costs and expenses of collection, including reasonable attorneys fees and expenses. Improvements installed for the sole benefit of one party shall be maintained by that party. The cost attributable to each party shall be based upon a reasonable calculation of usage by each party of the Access Roadways, and any other users as such time, as determined by Resort in its reasonable judgment and agreed to by Condominium, which agreement will not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, each party shall be solely responsible for the cost of maintenance or repair required for that portion of the Resort Access Roadway solely servicing that party, and for the cost of any maintenance or repair necessitated by that party's negligence or willful misconduct, or the negligence or willful misconduct of its employees, contractors, invitees and guests.

(d) *Grant to Resort.* Condominium hereby grants to Resort, for the benefit of Parcel 1, the perpetual non-exclusive right and easement, in common with the Condominium and such others as the Condominium may determine appropriate in its sole discretion, on, over, under and across that portion of the horseshoe shaped access drive situated on Parcel 2, as more particularly depicted on the Plan, for ingress and egress on foot and by motor vehicle to and from and to Parcel 1 and Cold Spring Drive. Condominium also grants to Resort, to the extent Condominium does not reasonably undertake the same, the right to install, maintain, repair and replace the portion of said access drive situated on Parcel 2, including without limitation the right to construct or

install drainage ditches, sidewalks, culverts, directional and informational signs, street lights and landscaping, together with the right to alter, excavate and pave the surface of the earth for the foregoing purposes

3. ***Parking.***

(a) *Grant.* Resort hereby grants to Condominium for the benefit of Parcel 2, the non-exclusive and perpetual right and easement to access and utilize 136 undesignated and non-exclusive surface parking spaces (the “***Parking Easement***”) as the Resort may from time to time designate situated on Parcel 1 in the areas depicted as “*Initial Parking Area*” on the Plan as the same may be relocated from time to time pursuant to the terms hereof (the “***Parking Easement Areas***”) for the parking of automobiles, service vehicles and other vehicles of the owners of Parcel 2 (including any future owners of units in any condominium hotel declared on Parcel 2), and their tenants, licensees, contractors, customers, employees, guests and invitees. Resort also grants to Condominium, to the extent Resort does not reasonably undertake the same, the right to construct, maintain, repair the designated number of parking spaces within the Parking Easement Areas; *provided, however*, that any construction or improvements Condominium proposes to the Parking Easement Areas to construct said parking spaces shall be subject to the prior written consent of the Resort, which shall not be unreasonably withheld, but may be conditioned upon such requirements as the Resort may deem necessary or appropriate to assure, in the Resort’s sole discretion, adequate design, development, construction, safety, and timing and coordination of use of such improvements with the Resort, other persons having rights in and to the Resort Access Roadways and their tenants, licensees, contractors, customers, employees, guests and invitees.

(b) *Cost of Repair, Maintenance and Improvement of Parking Easement.* Condominium and Resort shall share the costs of maintenance, repair and improvement of the Parking Easement Areas to the extent they remain jointly used, on a proportionate basis as described below and taking into account any additional users at the time; *provided, however*, that if rights under the Parking Easement are modified to provide Condominium with exclusive parking rights as contemplated below, Condominium shall be responsible for all costs of maintenance and repair with respect to Parking Easement Areas over which Condominium holds exclusive rights for the benefit of Parcel 2. Resort shall have the primary responsibility for maintenance, repair and improvement of any surface parking lot located in the Parking Easement Areas, including without limitation the removal of snow and ice, and Condominium shall pay its share of all reasonable expenses incurred by Resort within 30 days of billing by Resort. In the event that Resort does not maintain and repair the Parking Easement Areas, Condominium shall have the right to maintain and repair any surface parking lot located in the Parking Easement Areas (and a perpetual right and easement is hereby granted for such purposes), and Resort shall pay its share of all reasonable expenses incurred within 30 days of billing by Condominium. If one party does not pay when due, the breaching party, shall pay the other interest at the rate of 18% per annum and all costs and expenses of collection,

including reasonable attorneys fees and expenses. Improvements installed for the sole benefit of one party shall be maintained by that party.

(c) *Relocation.* Resort shall have the right to relocate all or any portion of the Parking Areas designated on the Plan at its sole cost and expense (the “**Relocated Parking Easement Areas**”), so long as Relocated Parking Areas provided for the benefit of Parcel 2 are constructed within the designated locations identified as “*Relocated Parking Area*” on the Plan, and provided further that (i) all applicable governmental permits and approval necessary for the construction and operation of such Relocated Parking Easement Areas are obtained and satisfied by Resort, (ii) Condominium’s access to and use of the existing Parking Easement Areas are not disrupted until the Relocated Parking Easement Areas have been constructed in accordance with the terms hereof, (iii) reasonable prior written notice of such relocation shall have been given to Condominium, (iv) the requirements of paragraph 14 shall be satisfied, and (v) Condominium is granted easements in respect of such Relocated Parking Easement Areas that are equivalent to the easements granted in this paragraph, together with access easements for the same. The parking constructed within the Relocated Parking Areas may be surface parking lots or structured parking, as determined by the Resort in its sole discretion.

4. ***Pedestrian Pathways.***

(a) *Grant to Resort.* Condominium hereby grants to Resort for the benefit of Parcel 1, the non-exclusive and perpetual right and easement, in common with Condominium and others, to utilize the sidewalks and pedestrian pathways and access ways situated on Parcel 2 from time to time, for ingress and egress, by foot, to and from Parcel 1 on, over, under and across Parcel 2 and for the installation, maintenance, repair of information signs associated with the Resort. Condominium shall be solely responsible for the cost of maintaining and repairing the sidewalks and pedestrian paths situated on Parcel 2 in good condition and repair.

(b) *Grant to Condominium.* Resort hereby grants to Condominium for the benefit of Parcel 2, the non-exclusive and perpetual right and easement, in common with Resort and others, to utilize the sidewalks and pedestrian pathways and access ways situated on Parcel 1 from time to time, for ingress and egress, by foot, to and from the Parking Easement Areas or Relocated Parking Easement Areas, as the case may, to Parcel 2. Resort shall be solely responsible for the cost of maintaining and repairing the sidewalks and pedestrian paths situated on Parcel 1 in good condition and repair. Access granted pursuant to this 4(b) shall be subject to such rules and regulations as the Resort may establish in its sole discretion, from time to time.

5. ***Utilities.***

(a) *Grant.* Resort hereby grants to Condominium, for the benefit of Parcel 2, on, over, below, through and above Parcel 1, and Condominium hereby grants to Resort for the benefit of Parcel 1, on, over, below, through and above Parcel 2, the perpetual right and easement to install, construct, maintain and repair the following utilities

("Utilities") as the Resort or Condominium, as the case may be, deems reasonably necessary to service their properties for their intended uses, including without limiting the generality of the foregoing the following (the "Utility Lines"):

- (i) Electricity and related utilities, including transmission lines and equipment, transformers, and all lines, cables, wires, conduits, pipes, mains, poles, guys, anchors, fixtures, supports and terminals, repeaters and such other machinery, equipment, improvements and appurtenances as may be associated therewith;
- (ii) Telephone and telecommunications systems, cable television, and wired or cabled communications of all kinds, and all lines, cables, wires, conduits, pipes, mains, poles, guys, anchors, fixtures, supports and terminals, repeaters and such other machinery, equipment, improvements and appurtenances as may be associated therewith;
- (iii) Water supply systems, water pipes, pumps, water mains, storage tanks, piping and storage facilities and such other machinery, equipment, improvements and appurtenances as may be associated therewith for the purpose of providing water to the benefited parcel for such uses (including drinking water, recreational uses, supplying residences and businesses located thereon and fire protection service) and in such amounts as the Resort or the Condominium may require from time to time in its discretion;
- (iv) Gas, heating, cooling and other climate control systems and all pipes, pumps, regulators, conduits, meters and such other machinery, equipment, improvements and appurtenances as may be associated therewith;
- (v) Sewage, septic, sanitary sewer and other wastewater removal, extraction or disposal systems and all pipes, pumps, conduits, meters and such other machinery, equipment, improvements and appurtenances as may be associated therewith; and
- (vi) Storm and surface water management systems including without limiting the generality of the foregoing, all drains, retention ponds and systems, pipes, pumps, conduits, meters and such other machinery, equipment, improvements and appurtenances as may be associated therewith.

(collectively referred to as "Utilities" and the improvements associated with each as described above referred to as "Utility Lines"). The installation, construction, maintenance and repair of Utility Lines by Condominium shall not unreasonably interfere with the development of or continuing use of Parcel 1. The installation, construction,

maintenance and repair of the Utility Lines by Resort shall not unreasonably interfere with the development of or continuing use of Parcel 2. The parties will use their best efforts to install, maintain, operate, use and improve the Utility Lines so as not to adversely impact the aesthetics of the surrounding property, the operation and use of the surrounding properties for their intended use, and so as to minimize their impact on the burdened property. Additionally, the parties hereby agree that the installation of all Utilities and related appurtenances on Parcel 1 contemplated hereby shall be constructed underground unless Resort consents to an alternative, which consent shall be made in Resort's sole discretion and the installation of all Utilities and related appurtenances on Parcel 2 contemplated hereby shall be constructed underground unless Condominium consents to an alternative, which consent shall be made in Condominium's sole discretion

(b) *Location and Relocation.* The location of easements for Utility Lines shall be five (5) feet on each side of the centerline of such Utility Line as shown on the as-built standard boundary survey to be incorporated herein by addendum as set forth in paragraph 1; provided that existing or future improvements may encroach within the easement area so long as there is no adverse impact upon maintenance and operation of the Utility Lines. Each party shall have the right to relocate the Utility Lines located on such party's property at its own expense and, provided that all applicable governmental requirements are satisfied, so long as any such relocation does not unreasonably interfere with or disrupt the use of the easement by the owner of the benefited property.

(c) *Cost and Shared Lines.* Resort and Condominium shall share the costs of maintenance or repair of those portions of the Utility Lines servicing both Parcel 1 and Parcel 2, provided, however, that any expansion required to existing and shared Utility Lines due to the requirements of the Condominium shall be paid for solely by Condominium and any expansion required to existing and shared Utility Lines due to requirements of the Resort shall be paid solely by the Resort. The cost of repair or maintenance of shared portions Utility Lines attributable to each party shall be based upon the reasonable calculation of usage by each party as determined in the reasonable judgment of Resort and agreed to by Condominium, which agreement will not be unreasonably withheld, conditioned or delayed and which calculation shall take in account any other users at such time. Each party shall be solely responsible for the costs of maintenance and repair required for the portion of the Utility Lines solely servicing that party, and for the cost of any maintenance or repair necessitated by the party's negligence or willful or intentional misconduct or the negligence or willful or intentional misconduct of such party's employees, contractors, invitees and guests. Resort shall have the primary responsibility of maintaining and repairing any shared Utility Lines and such responsibility shall be transferred to the applicable Utility Company pursuant to any assignment under paragraph 5(e) below.

(d) *Individual Lines.* Each of Condominium and Resort shall be solely responsible for the costs of installation, maintenance and repair of any replacement Utility Lines if solely used by Condominium or Resort. Each of Condominium and Resort shall be solely responsible for obtaining all governmental permits and approvals for construction and use of its own Utility Lines.

(e) *Transfer to Utility Providers.* Each of the Resort and the Condominium shall have the right to assign any of the easements described in this section, in whole or in part, to any public or private utility company ("Utility Company") providing any of the Utilities described above, as necessary to allow for the installation, operation, maintenance and repair of the Utilities provided by such Utility Company. To the extent required by the Utility Company, each of the Resort and the Condominium shall enter into separate easement agreements with any Utility Company providing Utilities to the Condominium or the Resort, as the case may be, to the extent required by such Utility Company in order to confirm the assignment provided for herein and clarify the terms of any such easement, with such separate easement agreements to be in such form and contain such terms and provisions as are customarily required in connection with the installation of the subject Utilities.

6. *Tunnel System.*

(a) *Grants.* Reference is hereby made to the "Tunnel" as generally depicted on the Plan which is a subterranean tunnel extending from Parcel 1 to Parcel 2 as shown on the Plan (the "Tunnel"). The final dimensions and location of the Tunnel shall be more precisely confirmed pursuant to the provisions of Section 1 hereof.

(i) *Grantor to Condominium.* Resort hereby grants to Condominium for the benefit of Parcel 2, the perpetual right and easement, in common with others, to utilize that portion of the Tunnel extending under Parcel 1, for ingress and egress, by foot, to and from Parcel 2. Access granted pursuant to this 6(a) shall be subject to such rules and regulations as the Resort may establish in its sole discretion, from time to time.

(ii) *Grant to Resort.* Condominium hereby grants to Resort for the benefit of Parcel 1, the perpetual right and easement, in common with others, to utilize that portion of the Tunnel extending under Parcel 1, for ingress and egress, by foot and by motorized vehicles, to and from Parcel 2, to use the Tunnel for providing services to any improvements located on Parcel 2 (including the condominium hotel to be constructed thereon), including transport of supplies to the condominium hotel, trash removal, laundry services, food service, and transportation of such other goods and services to and from the condominium hotel on Parcel 2 as the Resort may deem appropriate in the exercise of its reasonable discretion, and to install utility lines for the benefit of Parcel 1. Condominium hereby expressly consents to Resort assigning rights to third parties to utilize the portion of the Tunnel situated on Parcel 1 in connection with future Resort development to allow access to certain amenities in the Condominium.

(b) *Maintenance and Cost.* Condominium and Resort shall share the costs of maintenance and repair of the Tunnel, provided however that the cost attributable to each party shall be based on a reasonable calculation of usage by each party of the Tunnel as determined by Resort in its reasonable judgment and agreed to by Condominium, which agreement will not be unreasonably withheld and which shall take into account other users at the time. Resort shall be responsible for all maintenance and repair to the Tunnel

to keep the same in good condition and repair and Condominium shall pay its share of all reasonable expenses incurred by Resort within 30 days of billing by Resort. In the event that Resort does not maintain and repair the Tunnel as set forth herein, Condominium shall have the right to maintain and repair the Tunnel (and a perpetual right and easement is hereby granted for such purposes), and Resort shall pay its share of all reasonable expenses incurred within 30 days of billing by Condominium. If one party does not pay when due, the breaching party, shall pay the other interest at the rate of 18% per annum and all costs and expenses of collection, including reasonable attorneys' fees and expenses. Notwithstanding anything contained herein to the contrary, each party shall be solely responsible for the cost of any maintenance or repair necessitated by that party's negligence or willful misconduct, or the negligence or willful misconduct of its employees, contractors, invitees and guests.

(b) *Alteration and Relocation.* Resort shall have the right to relocate all or any portion of the Tunnel at its sole cost and expense ("Relocated Tunnel"), so long as (i) the Relocated Tunnel provided for the benefit of Parcel 2 provides reasonable access to the area of Parcel 1 generally depicted on the Plans as the ingress and egress point of the Tunnel on Parcel 1; (ii) all applicable governmental permits and approval necessary for the construction and operation of the Relocated Tunnel are obtained and satisfied by Resort, (iii) except for temporary disruptions, Condominium's access to and use of the existing Tunnel are not disrupted until the Relocated Tunnel has been constructed in accordance with the terms hereof, (iv) reasonable prior written notice of such relocation shall have been given to Condominium and any mortgages of record in respect of Parcel 2, (v) the requirements of paragraph 14 shall be satisfied, and (vi) Condominium is granted easements in respect of such Relocated Tunnel that are equivalent to the easements granted in this paragraph.

7. *Easement for Signage.*

(a) Resort hereby grants to Condominium the perpetual right and easement, for the benefit of Parcel 2, to install, construct and maintain signs at the locations on Parcel 1 as agreed upon by Resort and Condominium. Prior to installation of any sign by Condominium on Parcel 1, the location, design, colors, lighting and size shall be presented to Resort for its written approval, which shall not be unreasonably withheld, provided such attributes are consistent with the Resort's signage generally.

(b) Condominium hereby grants to Resort the perpetual right and easement, for the benefit of Parcel 1, to install, construct and maintain signs at the locations on Parcel 2 as agreed upon by Condominium and Resort. Prior to installation of any sign by Resort on Parcel 2, the location, design, colors, lighting and size shall be presented to Condominium, for its written approval, which shall not be unreasonably withheld, it being agreed that sign consistent with Resort's signage on Parcel 1 shall be acceptable to Condominium.

8. ***Snow Removal Easement.*** Resort grants to Condominium the right to dump and store snow removed from Parcel 2 to areas on Parcel 1 designated from time to time by Resort in Resort's sole discretion.

9. ***Construction Easements.***

(a) Resort hereby grants to Condominium, for the benefit of Parcel 2, a nonexclusive easement on, over, under and across that portion of Parcel 1 necessary for construction staging in connection with any construction of the condominium building or other improvements on Parcel 2. Condominium, upon its exercise of the easements granted in this paragraph, shall restore the affected easement area to the condition existing immediately prior to the exercise of such rights.

(b) Resort also hereby grants to Condominium a nonexclusive easement on, over, under and across that portion of Parcel 1 necessary for construction staging in connection with the maintenance and improvement of the condominium hotel to be constructed on Parcel 2, subject to such conditions and limitations as Resort may impose or require in order to assure the safety, convenience and superior guest experience of Resort's guests, including such limitations as limiting the hours of operation and use of the easement in non-peak Resort seasons. Condominium, upon its exercise of the easements granted in this paragraph, shall restore the affected easement area to the condition existing immediately prior to the exercise of such rights.

(c) The easements granted in this paragraph 9 shall cease to be effective upon the conclusion of the construction for which such easement was granted, as reasonably determined by Condominium from time to time.

10. ***Recording.*** This Agreement shall be recorded in the Coos County Registry of Deeds. Except as otherwise provided herein, the rights and easements granted and obligations created by this Agreement are perpetual, shall run with the land and are and shall be binding upon the parties, their successors and assigns. Any amendment hereto must be in writing, executed by the parties or their successors and assigns and duly recorded.

11. ***Invalidity.*** The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

12. ***Entire Agreement.*** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

13. ***Applicable Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

14. **Construction.** The following provision shall apply to any construction, maintenance or other work authorized by the terms of this Agreement and performed by one party upon the property of another party.

(i) Once commenced, the work shall be diligently prosecuted to completion.

(ii) All work shall be performed in a good and workmanlike manner, shall minimize any inconvenience to the operations conducted by the owner of the burdened property, and shall comply with all applicable laws, ordinances regulations.

(iii) If, as a result of any work, any part of the impacted property is altered or disturbed (other than any area to be permanently altered as a result of such work) to the extent such alterations are permitted hereunder) the disturbed area shall be promptly restored to as near its original condition as possible.

(iv) All work shall be started only after reasonable advance notice to the landowner, shall be performed at reasonable times and shall be done in a manner so as to minimize disruption to the use and operation of the impacted property, including the performance of work off season or off hours, if appropriate.

(v) The landowner performing the work shall indemnify, defend and hold harmless the landowner on whose property work is being performed from any loss or damage to persons or property, and from any expenses associated with any claims arising from any such loss or damage which related to the performance of the work.

15. **Right of Relocation.** Each party shall have the right to relocate the easements located on such party's land at its own expense and provided that it first demonstrates that any and all applicable governmental requirements are satisfied, and on the condition that any such relocation does not materially interfere or disrupt the use and enjoyment of the relocated easement by the benefited party unless agreed to by that party. The party desiring to effect such relocation (and at its sole costs) shall deliver to the other party and cause to be recorded a written declaration of such new relocated easements such that such other party shall have the equivalent rights to such new relocated easement as it has hereunder to the easements being relocated.

16. **Breach.** In the event of breach or threatened breach of this Agreement, any party hereto shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of said breach or threatened breach. Such remedies shall include without limitation the right to specific performance and injunctive relief.

17. **Taxes and Assessments.** Condominium shall have no obligation to pay to Resort or to otherwise reimburse Resort for any general or special real property taxes levied or assessed against Parcel 1. In the event that a tax, user fee, levy upon ownership and/or use is specifically imposed on any easement provided for herein on Parcel 1 and for the benefit of Condominium, Condominium shall pay the same. Resort shall have no obligation to pay to Condominium or to otherwise reimburse Condominium for any general or special real property taxes levied or assessed against Parcel 2. In the event that a tax, user fee, levy upon ownership and/or use is specifically imposed on any easement provided for herein on Parcel 2 and for the benefit of Resort, Resort shall pay the same.

18. **Insurance.** Resort and Condominium shall keep in full force and effect policies of casualty insurance and commercial general liability insurance for personal injury (including wrongful death) and damage to property covering occurrences, in the case of Parcel 1, on Parcel 1 with respect to Condominium's exercise of its rights hereunder or any occurrence, in the case of Parcel 2, on Parcel 2 with respect to Resort's exercise of its rights hereunder. Such policy or policies shall be in form and substance reasonably satisfactory to Resort and Condominium and in amounts of coverage reasonably satisfactory to Resort and Condominium.

19. **Interpretation.** Easements provided for herein on Parcel 1 and for the benefit of Condominium are each appurtenant to, and are each being created for the benefit of, Parcel 2 and the owner's thereof and their successors, assigns, tenants, licensees, contractors, customers, employees, guests and invitees. Easements provided for herein on Parcel 2 and for the benefit of Resort are each appurtenant to, and are each being created for the benefit of, Parcel 1 and the owners thereof and their successors, assigns, tenants, licensees, contractors, customers, employees, guests and invitees.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by duly authorized representatives of the parties as of the date first above written.

BALSAMS VIEW, LLC

Witness

By: _____
Its: _____
Printed Name: _____

HAMPSHIRE DIX HOUSE, LLC

Witness

By: _____
Its: _____
Printed Name: _____

STATE OF _____
COUNTY OF _____, ss.

Then personally appeared before me the above-named _____
in his said capacity of the said Balsams View, LLC and acknowledged the foregoing to
be his free act and deed and the free act and deed of said limited liability company.

Before me,

Notary Public
Name: _____

STATE OF _____
COUNTY OF _____, ss.

Then personally appeared before me the above-named _____
in his said capacity of Hampshire Dix House, LLC and acknowledged the foregoing to be
his free act and deed and the free act and deed of said limited liability company.

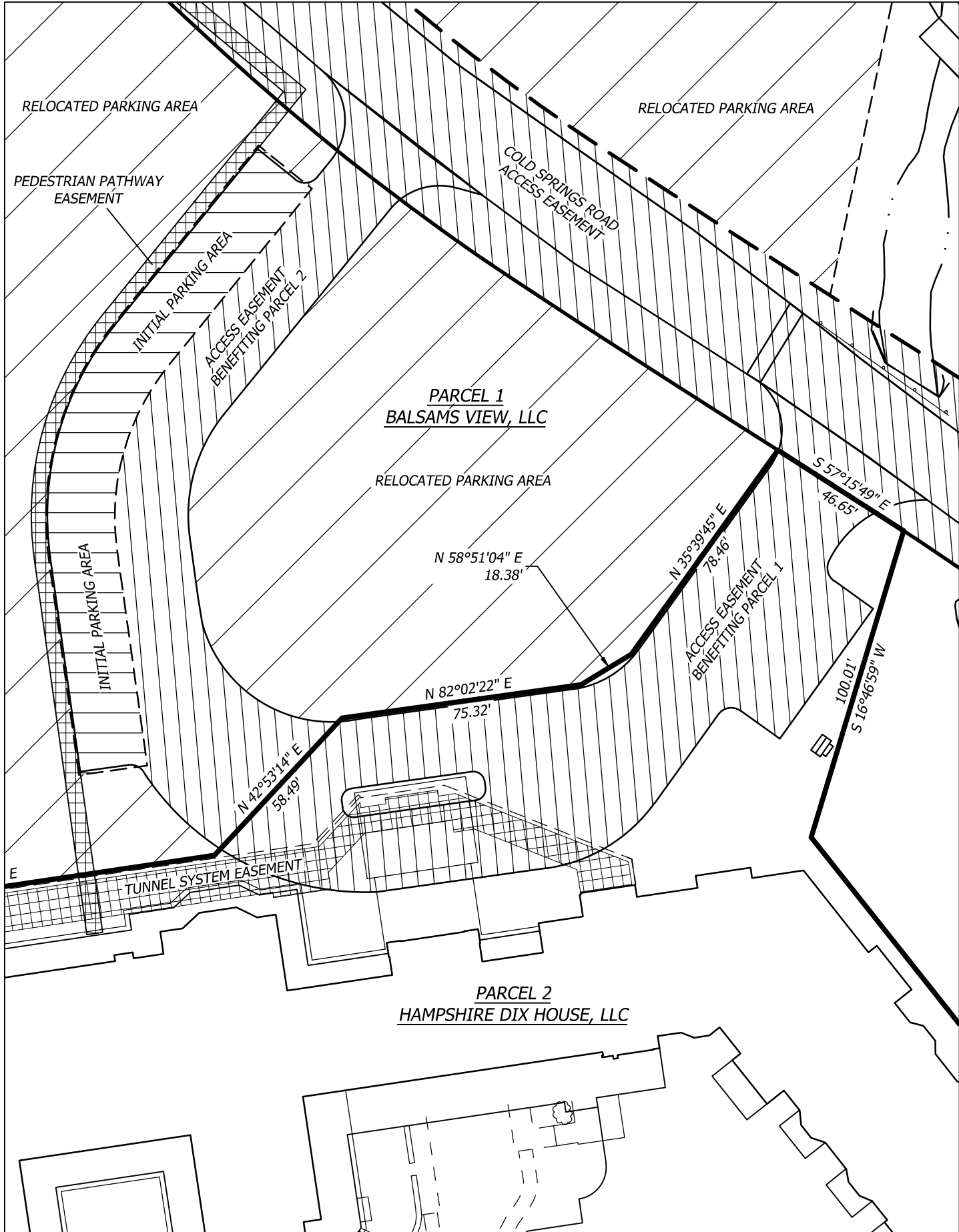
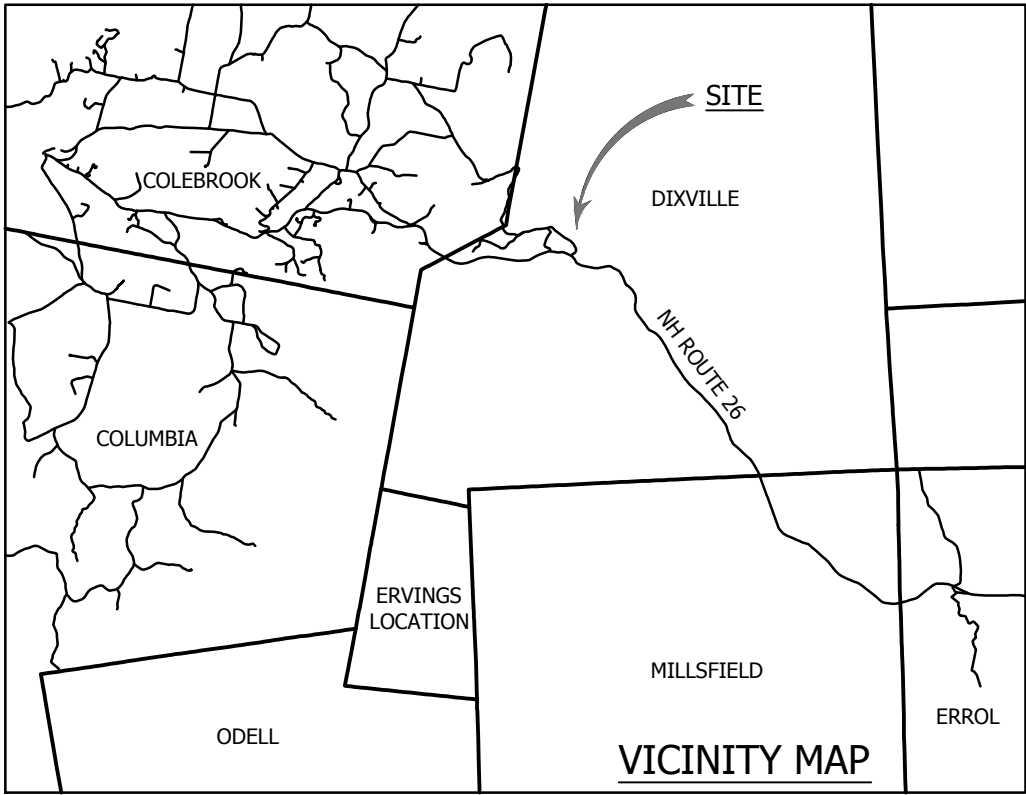
Before me,

Notary Public

Name: _____

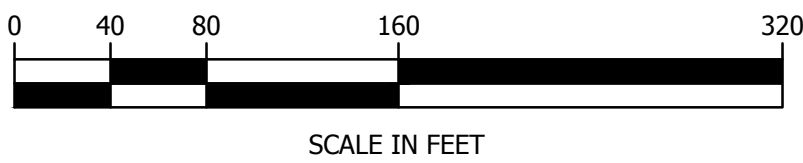
Exhibit A
Parcel 1 Description

DRAFT



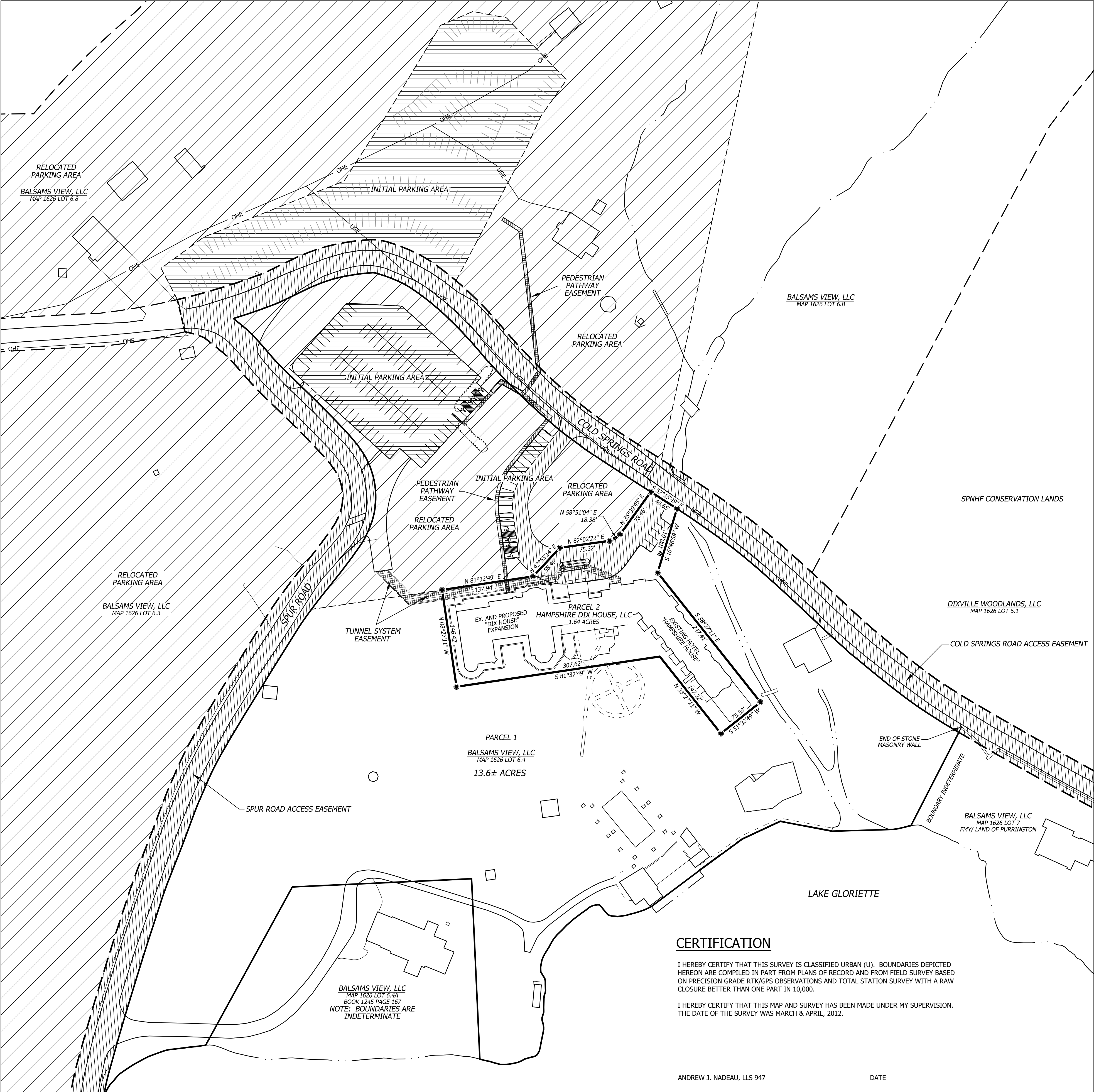
GENERAL NOTES

- OWNER OF RECORD:
BALSAMS VIEW, LLC
12 PLEASANT STREET
COLEBROOK, NH 03576
- REFERENCE DEEDS:
 - COOS COUNTY REGISTRY OF DEEDS BOOK 1339 PAGE 915.
- THIS PLAN IS BASED ON PLANS OF RECORD, A PRECISION GPS SURVEY COMPLETED BY HORIZONS ENGINEERING, INC AND AERIAL PHOTOGRAMMETRIC MAPPING COMPLETED BY AERIAL SURVEY AND PHOTO, INC.
- THE BEARINGS SHOWN HEREON REFER TO GRID NORTH AND ARE BASED ON THE NEW HAMPSHIRE COORDINATE SYSTEM.



LEGEND

- CORNER TO BE MONUMENTED WITH 5/8-INCH DIAMETER IRON ROD WITH PLASTIC ID CAP
- BOUNDARY LINE
- ABUTTING PROPERTY BOUNDARY (APPROXIMATE)



CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS CLASSIFIED URBAN (U). BOUNDARIES DEPICTED HEREON ARE COMPILED IN PART FROM PLANS OF RECORD AND FROM FIELD SURVEY BASED ON PRECISION GRADE RTK/GPS OBSERVATIONS AND TOTAL STATION SURVEY WITH A RAW CLOSURE BETTER THAN ONE PART IN 10,000.

I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION. THE DATE OF THE SURVEY WAS MARCH & APRIL, 2012.

ANDREW J. NADEAU, LLS 947

DATE

REGISTRY OF DEEDS USE

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.

NAME _____ DATE _____



© 2016
horizons
Engineering, Inc.
All rights reserved



Littleton NH • New London NH • Newport VT
603-444-4111 603-877-0116 802-334-6434

PLAN OF EASEMENTS FOR DECLARATION OF
EASEMENTS BETWEEN

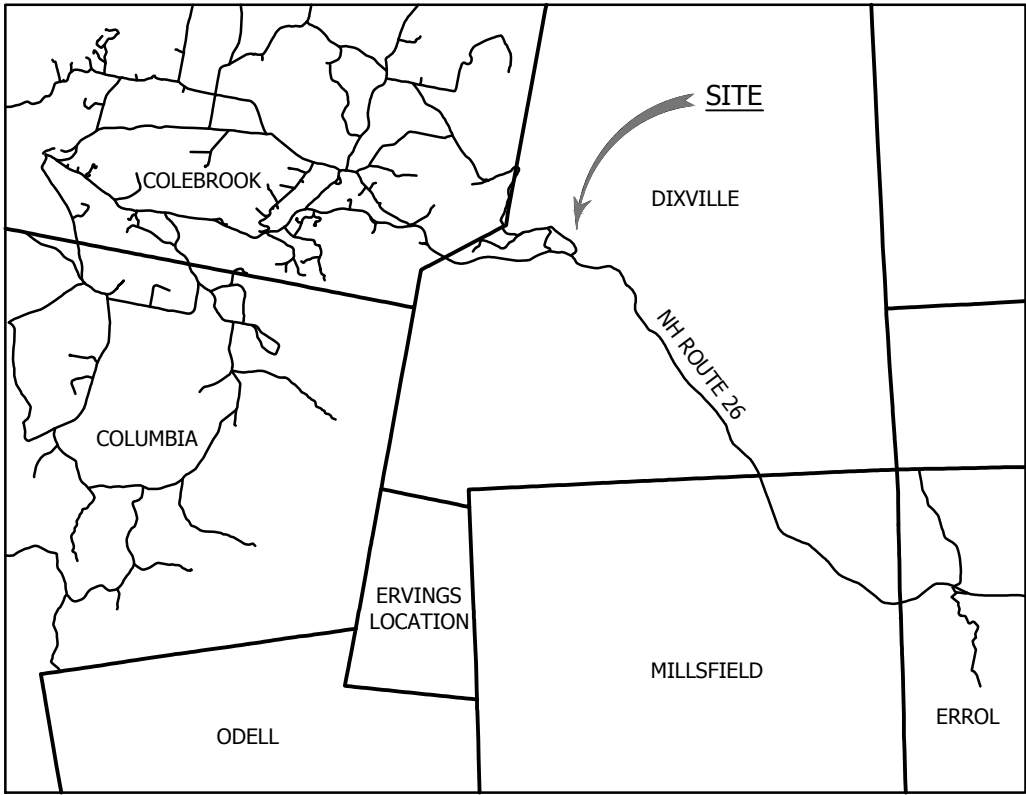
BALSAMS VIEW, LLC
AND
HAMPSHIRE DIX HOUSE, LLC
BALSAMS VIEW, LLC, 12 PLEASANT STREET
COLEBROOK, NH 03576

LOCATED ON
COLD SPRINGS ROAD & SPUR ROAD
DIXVILLE, COOS COUNTY NEW HAMPSHIRE
COOS COUNTY MAP 1626 LOT 6.4
DEED BOOK 1339 PAGE 915

NO.	DATE	REVISION DESCRIPTION	ENG	DWG

DATE: 5/27/2016	PROJECT #: 16122
ENG'D BY: ---	DRAWN BY: AJN
CHECK'D BY: AJN	ARCHIVE #: H---

SHEET 1 OF 2



VICINITY MAP

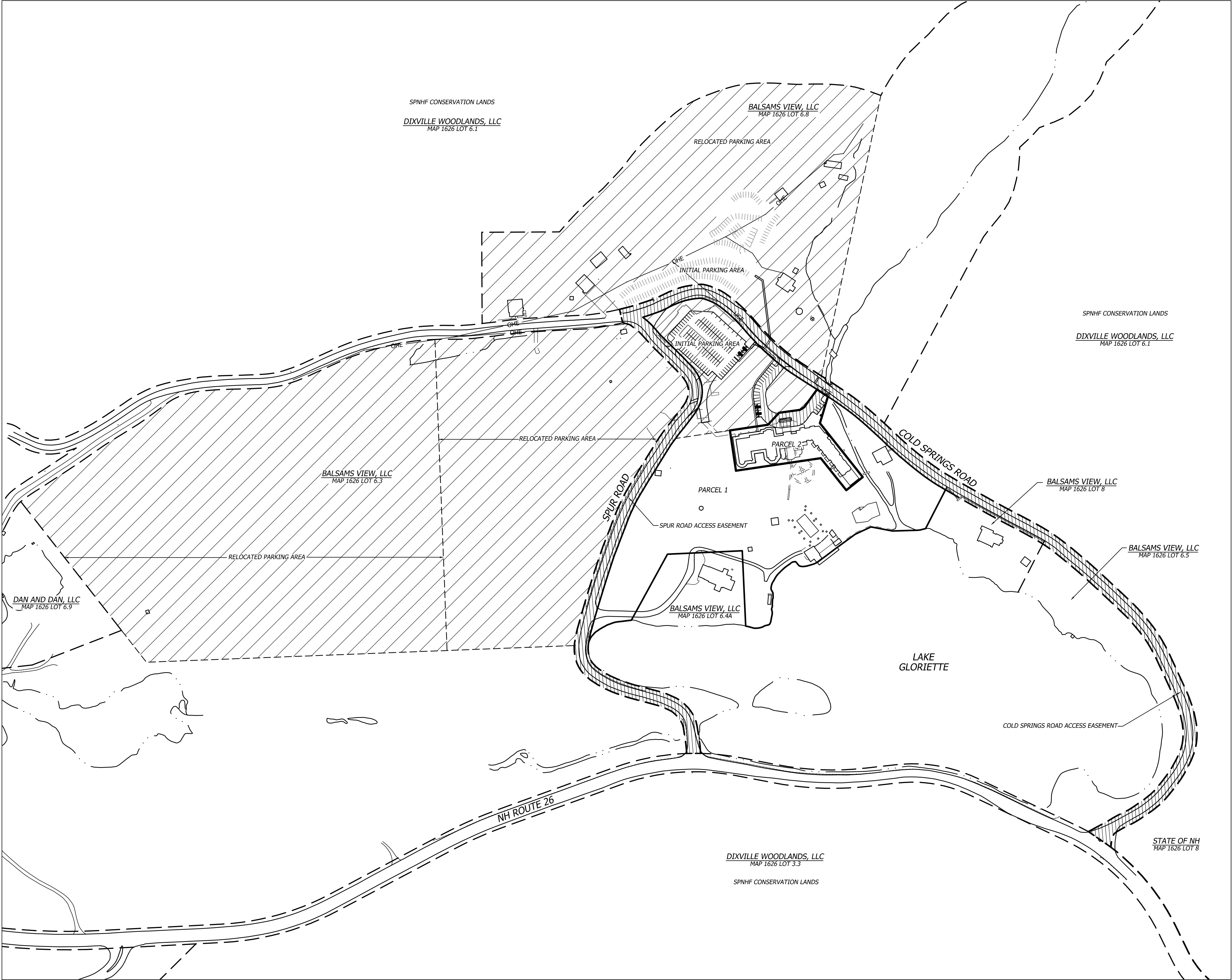
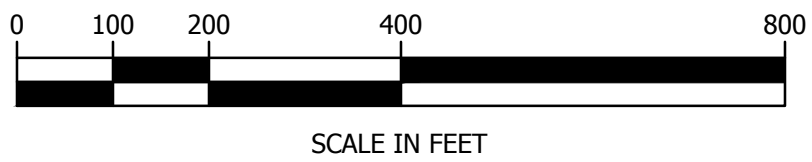


GENERAL NOTES

- OWNER OF RECORD:
BALSAMS VIEW, LLC
12 PLEASANT STREET
COLEBROOK, NH 03576
- REFERENCE DEEDS:
 - COOS COUNTY REGISTRY OF DEEDS BOOK 1339 PAGE 915.
- THIS PLAN IS BASED ON PLANS OF RECORD, A PRECISION GPS SURVEY COMPLETED BY HORIZONS ENGINEERING, INC AND AERIAL PHOTOGRAMMETRIC MAPPING COMPLETED BY AERIAL SURVEY AND PHOTO, INC.
- THE BEARINGS SHOWN HEREON REFER TO GRID NORTH AND ARE BASED ON THE NEW HAMPSHIRE COORDINATE SYSTEM.

LEGEND

- CORNER TO BE MONUMENTED WITH 5/8-INCH DIAMETER IRON ROD WITH PLASTIC ID CAP
- BOUNDARY LINE
- ABUTTING PROPERTY BOUNDARY (APPROXIMATE)



CERTIFICATION

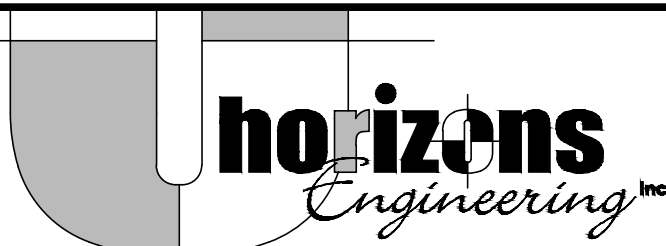
I HEREBY CERTIFY THAT THIS SURVEY IS CLASSIFIED URBAN (U). BOUNDARIES DEPICTED HEREON ARE COMPILED IN PART FROM PLANS OF RECORD AND FROM FIELD SURVEY BASED ON PRECISION GRADE RTK/GPS OBSERVATIONS AND TOTAL STATION SURVEY WITH A RAW CLOSURE BETTER THAN ONE PART IN 10,000.

I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION. THE DATE OF THE SURVEY WAS MARCH & APRIL, 2012.

REGISTRY OF DEEDS USE

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.

NAME _____ DATE _____



Littleton NH • New London NH • Newport VT
603-444-4111 603-877-0116 802-334-6434

PLAN OF EASEMENTS FOR DECLARATION OF EASEMENTS BETWEEN

BALSAMS VIEW, LLC
AND
HAMPSHIRE DIX HOUSE, LLC
BALSAMS VIEW, LLC, 12 PLEASANT STREET
COLEBROOK, NH 03576

LOCATED ON
COLD SPRINGS ROAD & SPUR ROAD
COOS COUNTY MAP 1626 LOT 6.4
DEED BOOK 1339 PAGE 915

NO.	DATE	REVISION DESCRIPTION	ENG	DWG

DATE: 5/27/2016	PROJECT #: 16122
ENG'ND BY: ---	DRAWN BY: AJN
CHECK'D BY: AJN	ARCHIVE #: H-___

SHEET 2 OF 2

ANDREW J. NADEAU, LLS 947

DATE

© 2016
horizons
Engineering
All rights reserved

Exhibit 9 – Declaration of Protective Covenants

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL BY THESE PRESENTS, that, whereas Balsams View, LLC, a New Hampshire limited liability company ("Resort") conveyed to [Hampshire-Dix House, LLC], a Delaware limited liability company ("Declarant"), certain real estate located in the unincorporated Town of Dixville, County of Coos and State of New Hampshire by deed dated _____ 201__ and recorded in the Coos County Registry of Deeds in Book _____, Page _____, being more particularly described on Exhibit A attached hereto ("Parcel 2"); and whereas Declarant, in consideration of the conveyance of Parcel 2 by Resort and in conjunction with, but prior to, the recording of the Condominium Declaration, as hereinafter defined, with respect to Parcel 2 under applicable provisions of the New Hampshire Condominium Act, has agreed to subject such real estate to certain protective covenants and restrictions as hereinafter set forth, the same being for the benefit of certain land of Resort as more particularly described in Exhibit B attached hereto ("Parcel 1"), and to inure to the benefit of and run and pass with Parcel 1, and each and every parcel thereof, and to apply to and bind the successors in interest of each owner of Parcel 2;

NOW THEREFORE, the Declarant hereby declares and hereby agrees with Resort that Parcel 2 is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, protective covenants, reservations, rights, charges, and limitations hereinafter set forth:

ARTICLE I. Definition of Terms. As used herein, the following terms shall have the following meanings:

- (1) The term "Declarant" means and refers to [Hampshire-Dix House, LLC], a Delaware limited liability company, its successors and assigns. The term "Declaration" refers to this Declaration of Protective Covenants.
- (2) The term "Condominium Declaration" means and refers to the Declaration of Condominium of [Hampshire-Dix House, a Condominium], dated as of _____, made by the Declarant, and to be recorded herewith in the Coos County Registry of Deeds, as it may be amended from time to time.
- (3) The term "common areas" shall have the same meaning as ascribed to such term under the Condominium Declaration, to which reference is hereby made.
- (4) The term "Plans" means and refers to the plats and plans to be recorded as part of the Condominium Declaration.

- (5) The term "unit" shall mean and refer to any residential unit in Condominium, as such term is used and intended in the Condominium Declaration and under the New Hampshire Condominium Act.
- (6) The term "unit owner" shall mean and refer to the owner of record of any unit or fractional share estate in the Condominium; however, such terms shall not be construed to refer to the mortgagee of any unit or fractional share estate unless such mortgagee shall have acquired title thereto pursuant to appropriate foreclosure proceedings.
- (7) The terms "Association," "Bylaws," "Rules and Regulations," and "Board of Directors," as used herein, shall refer respectively, to the [Dix-Hampshire House Condominium Association], the Bylaws of such Association, the Rules and Regulations to be promulgated by the Board of Directors of such Association, and the Board of Directors of such Association, all as provided for under the Condominium Declaration, and under the New Hampshire Condominium Act, which materials are collectively referred to herein together with the Condominium Declaration as the "Condominium Documents."

ARTICLE II. Description of Real Estate. The real property which is and shall be held, conveyed, transferred and sold subject to the provisions, conditions, restrictions, covenants, reservations, charges and limitations of this Declaration of Protective Covenants is the real property, located in the Town of Dixville, County of Coos, and State of New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof, and referred to herein as "Parcel 2."

ARTICLE III. Protective Covenants and Restrictions. The following protective covenants, restrictions, limitations and provisions shall apply to Parcel 2, namely:

Subdivision. The Real Property shall not be subdivided further by the owner or owners thereof, except with the express written consent of the Resort, or its successors or assigns, provided, however, that this restriction shall not be construed to affect or limit the creation of the Condominium in accordance with the Condominium Declaration, the exercise by the Declarant of any and all development rights in accordance with the Condominium Declaration, or the conveyance of units or fractional interest estates in the Condominium by the Declarant, its successors or assigns or by unit owners, nor to limit the applicability of the New Hampshire Condominium Act to such property.

- (1) Use of Buildings. No building or other improvements shall be erected, altered, or placed or permitted to remain on Parcel 2 except as constructed and/or approved by Resort, except in connection with the exercise by the Declarant of any Development Rights reserved to the Declarant in the Condominium Declaration. Resort acknowledges that it has approved the improvements constructed on Parcel 2 as of the date of this Declaration as shown on the Plans to be recorded as part of the Condominium Declaration (the "Condominium Building"). No residential unit shall be used for any commercial purposes except as may be provided in the

Condominium Declaration, provided that temporary rental of units on terms consistent with applicable Rules and Regulations of the Association or commercial uses of any building used in the management of the Condominium shall not be deemed to be a commercial use of units.

- (2) Façade. The façade of the Condominium Building shall not be altered in any respect, including coloration, texture, externally visible surface coverings or treatments and any other changes visible from the exterior of the Condominium Building, except as constructed and/or approved by Resort, except in connection with the exercise by the Declarant of any Development Rights reserved to the Declarant in the Condominium Declaration.
- (3) Temporary Structures. No structure of a temporary nature, partial structure, basement, foundation, garage, trailer, mobile home, or other outbuilding or structure shall be erected, parked, maintained, or used on Parcel 2 without the written consent of Resort, except in connection with the exercise by the Declarant of any Development Rights reserved to the Declarant in the Condominium Declaration.
- (4) Nuisances. No noxious or offensive activity shall be carried on or permitted in any unit or upon the common areas, nor shall any action or use be permitted on Parcel 2 which would reasonably constitute an annoyance or nuisance to the owners of units in Condominium, the Resort or the Resort's guests and invitees; including without limiting the generality of the foregoing:
 - (a) No personal property or fixtures of any kind or nature shall be displayed, stored, attached or appended to, erected, maintained, used, parked, or otherwise maintained on, in or around the exterior of the buildings and improvements on Parcel 2 or any portion of the common elements of the Condominium (except as depicted or described in the Condominium Documents) without the prior written approval of the Resort, which may be granted or withheld in the Resort's sole and absolute discretion, including without limiting the generality of the foregoing, antennae, clotheslines, poles, satellite dishes or related connective equipment, outdoor grills or similar cooking equipment, gas, propane or other fuel storage tanks, regulators or piping, electrical or communications equipment, artwork, statues, flags, signage or other personally identifying materials, machinery, equipment, automobiles, tents, trailers, mobile homes, recreational vehicles or other any other uses which are inconsistent with the purposes and intent of this Article, or of the reasonable use and enjoyment of the Condominium by the owners of Parcel, except in connection with the exercise by the Declarant of any Development Rights reserved to the Declarant in the Condominium Declaration.
 - (b) No animals, livestock or poultry of any kind shall be allowed, bred, maintained or kept on Parcel 2 or in any unit in the Condominium;

provided, however, that small domestic pets may be permitted on Parcel 2 under reasonable control of the owner, so long as not allowed to become a nuisance to others, and in accordance with the Condominium Documents.

- (c) No trash, garbage or other waste shall be permitted, stored or disposed of on Parcel 2 except in concealed, covered sanitary containers in areas designated for such use and activity in the Condominium Documents.
- (5) Mining Operations. No quarrying or mining operations of any kind shall be permitted upon Parcel 2.
- (6) Cutting of Trees. No coniferous or deciduous tree of any kind located upon Parcel 2 shall be cut without the prior written consent of Resort except in connection with the exercise by the Declarant of any Development Rights reserved to the Declarant in the Condominium Declaration.
- (7) Maintenance of Exterior of Buildings and Grounds. Resort, its successors or assigns, shall have the right to notify the Association of any failure on the part of the Association to properly maintain and repair all buildings and grounds on Parcel 2, including, without limitation, failure on the part of the Association to paint, stain, properly replace and maintain roofs, gutters, exterior surfaces of buildings, windows, doors, sliding glass doors, trees, shrubs, grass, walkways, parking areas, and other exterior improvements. If any of such repairs and maintenance are not made reasonably promptly by the Association after written notice thereof from Resort its successors or assigns, Resort its successors or assigns, shall have a right of entry upon the real property during reasonable hours, for the purpose of taking such remedial action as appears necessary or appropriate, and in such event, the Association shall be liable for any expenses thereby incurred by Resort. Such right of entry, after the giving of such notice and the failure on the part of the Association to act thereon, shall not be deemed to include a right of entry by Resort, its successors or assigns, to the interior of any residential unit, except with the consent of the owner thereof or as otherwise provided in any hotel management agreement between the Association and the Resort or in any rental agreement between a unit owner and the Resort.
- (8) Commercial units or common areas may be used as sales offices or for other commercial, sales and marketing uses as permitted in the Condominium Declaration.

ARTICLE IV. General Provisions. The following additional provisions shall apply to this Declaration of Protective Covenants namely:

- (1) This Declaration of Protective Covenants shall inure to the benefit of the owner of Parcel 1 and of Resort, its successors and assigns as owners of Parcel 1 and shall be enforceable by Resort, by any owner of Parcel 1, or by any owner of any portion of Parcel 1 and their legal representatives, successors and assigns. This

Declaration of Protective Covenants touches and concerns the land and shall run with the land in perpetuity.

- (2) Enforcement. Enforcement to this Declaration of Protective Covenants shall be made by any appropriate proceeding at law or in equity against any person violating, attempting to violate any covenant, restriction or limitation provided for herein, and failure on the part of Resort, the Declarant, its successors or assigns, to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
- (3) Severability. If any of the covenants, restrictions or limitations of this Declaration shall be held to be invalid for any reason by judgment of any court, such invalidation shall not affect any other provision hereof, which shall remain in full force and effect.
- (4) Application of Protective Covenants. Resort expressly reserves and excludes Parcel 1 and any other real estate now or hereafter owned by the Resort from the burden, operation or effect of any of the covenants, conditions, restrictions or reservations of this Declaration of Protective Covenants, other than the rights of enforcement hereby expressly reserved to Parcel 1, and expressly provides hereby that the legal doctrine of "reciprocal negative easements," or any variation thereof, shall not be applicable with respect to the remaining land so owned by the Resort. However, nothing contained in this Paragraph (4) of Article IV of this Declaration shall be deemed to affect or limit the application of this Declaration to any real estate which may hereafter be added to and become a part of the Condominium.

IN WITNESS WHEREOF, Balsams View, LLC and [Hampshire-Dix House, LLC] have caused this Declaration of Protective Covenants to be executed by their duly authorized officers at _____, this ____ day of _____, 201 ____.

Balsams View, LLC

By: _____
Name: _____
Title: _____

[Hampshire-Dix House, LLC]

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, ss.:

On this _____ day of _____, 201____, personally appeared the above-named _____ of _____,
and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said Corporation.

Notary Public
Printed Name: _____
My commission expires: _____

STATE OF _____
COUNTY OF _____, ss.:

On this _____ day of _____, 201____, personally appeared the above-named _____ of _____,
and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said Corporation.

Notary Public
Printed Name: _____
My commission expires: _____

EXHIBIT A

Attached to and forming a part of
Declaration of Protective Covenants

Parcel 2

EXHIBIT B

Attached to and forming a part of
Declaration of Protective Covenants

PARCEL 1

Exhibit 11: Emergency Services Will Serve Letters

Town Offices
17 Bridge Street
Colebrook, NH 03576
603-237-4070
603-237-5069 fax

May 16, 2016

Dixville Capital LLC
8 Airport Rd.
Bethel, ME 04217

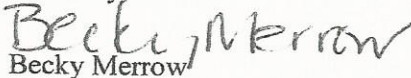
To whom it may concern:

This letter is written on behalf of Dixville Capital. They have been asked by the Coos County Planning Board to provide a letter indicating that police coverage and 911 dispatching service are available to the resort.

The Town of Colebrook responds to the unincorporated place of Dixville presently on a mutual aid basis with New Hampshire State Police. Either via an intermunicipal agreement or via contractual service, the Town of Colebrook would be willing to increase coverage for the resort to a level agreeable to the Chief of Police, Selectmen and County Commission. One could assume a similar arrangement could be made for Dispatch through its own governing board.

I hope this suffices as a "will serve" letter so that Dixville Capital can obtain the permits it has applied for.

Sincerely,


Becky Merrow

Colebrook Town Manager

Cc: Selectmen
Chief of Police
County Commissioners



May 10, 2016


To whom it may concern:


This letter intended to inform you that the 45th Parallel Emergency Medical Services will continue to include the area of the "Balsams" now, during the construction phase and after completion of the project. This EMS coverage will include current and future hotel buildings, all current ski areas, projected ski areas, hiking trails and ATV trails.

45th Parallel EMS is a paramedic level service with highly trained personnel at all EMS levels. Our fleet consists of three four wheel drive units "Type I" ambulances and one two drive "Type I" ambulance.

We are here to serve your need when called.

Best regards,


Bill Watkins, NRP
Chief


Ed Lavery, PA-C
Vice Chairman of the Board



COLEBROOK VILLAGE FIRE PRECINCT

COLEBROOK FIRE DEPARTMENT
PLEASANT STREET
COLEBROOK, NEW HAMPSHIRE 03576
(603) 237-5798

BRETT A. BROOKS, CHIEF

12 May 2016

To Whom It May Concern:

This letter will serve to confirm that the unincorporated town of Dixville, NH, is entirely within the jurisdiction and coverage are of the Colebrook Fire Department.

The state fire warden for the town is Michael Pearson, also a member of this department.

Please feel free to contact me with any questions or concerns.

Thank you.

Brett A. Brooks
Chief of Department



DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

271-2575

Speech/Hearing Impaired
TDD Access: Relay NH
1-800-735-2964

Colonel Robert L. Quinn

Director

TO: Ed Brisson

FROM: Lieutenant Gary A. Prince

DATE: 12 May 2016

RE: Police Coverage for Dixville

Ed,

The primary police service provider for Dixville is:

New Hampshire State Police – Troop F

549 Route 302

Twin Mountain, NH 03595

603/846-3333

603/846-5080 (fax)

The current Troop Commander is:

Lieutenant Gary A. Prince

603/223-8894

Gary.prince@dos.nh.gov

The current Assistant Troop Commander is:

Staff Sergeant Robert Terhune

603/223-8859

Robert.terhune@dos.nh.gov

Troop F provides 24/7/365 patrol coverage and investigation of criminal cases for Coos and Grafton Counties. The Troop F Dispatch center provides communications 24/7/365.

If you need anything further please let me know.

Respectfully submitted,

Gary A. Prince

Lieutenant Gary A. Prince

Exhibit 12 – NH DES Alteration of Terrain Amendment

Exhibit 13 – Inspection and Maintenance Manual for NH DES AoT Amendment

INSPECTION AND MAINTENANCE MANUAL

FOR

BALSAMS-DIX/HAMPSHIRE HOUSE AOT PERMIT AMENDMENT

MAY 2016

Introduction

This document is intended to provide a unified procedure for the party responsible for inspecting and maintaining the stormwater management infrastructure associated with the proposed Balsams redevelopment project. The activities specified in this plan are required for continued compliance with the New Hampshire Department of Environmental Services (DES) Alteration of Terrain Program and local approvals.

Responsible Parties

The ultimate responsibility for complying with this plan rests with the owners of the Property as shown in the table below

Prior to transfer of ownership to another entity, the existing owner shall notify DES in writing of such transfer.

Parties assigned to complete inspection, maintenance and recording/reporting tasks are presented in the following table:

Structural Stormwater Infrastructure		
DEVICE	TASK	PARTY RESPONSIBLE
Catchbasin 1	Inspection	Owner- Hampshire-Dix House, LLC
Catchbasin 1	Maintenance	Owner- Hampshire-Dix House, LLC
Catchbasin 1	Reporting	Owner- Hampshire-Dix House, LLC
Catchbasins 2-7 & DMH 1, 2	Inspection	Owner-Balsams View, LLC
Catchbasins 2-7 & DMH 1, 2	Maintenance	Owner-Balsams View, LLC
Catchbasins 2-7 & DMH 1, 2	Reporting	Owner-Balsams View, LLC
DMH 2 Outlet/Plunge Pool	Inspection	Owner-Balsams View, LLC
DMH 2 Outlet/Plunge Pool	Maintenance	Owner-Balsams View, LLC
DMH 2 Outlet/Plunge Pool	Reporting	Owner-Balsams View, LLC

Locations

Locations of the various stormwater infrastructure that must be inspected and maintained can be seen on the Location Plan included within this manual.

Frequency of Activities

The frequency of inspection and need for maintenance will vary by intensity of use; however the following shall serve as the minimum inspection frequency:

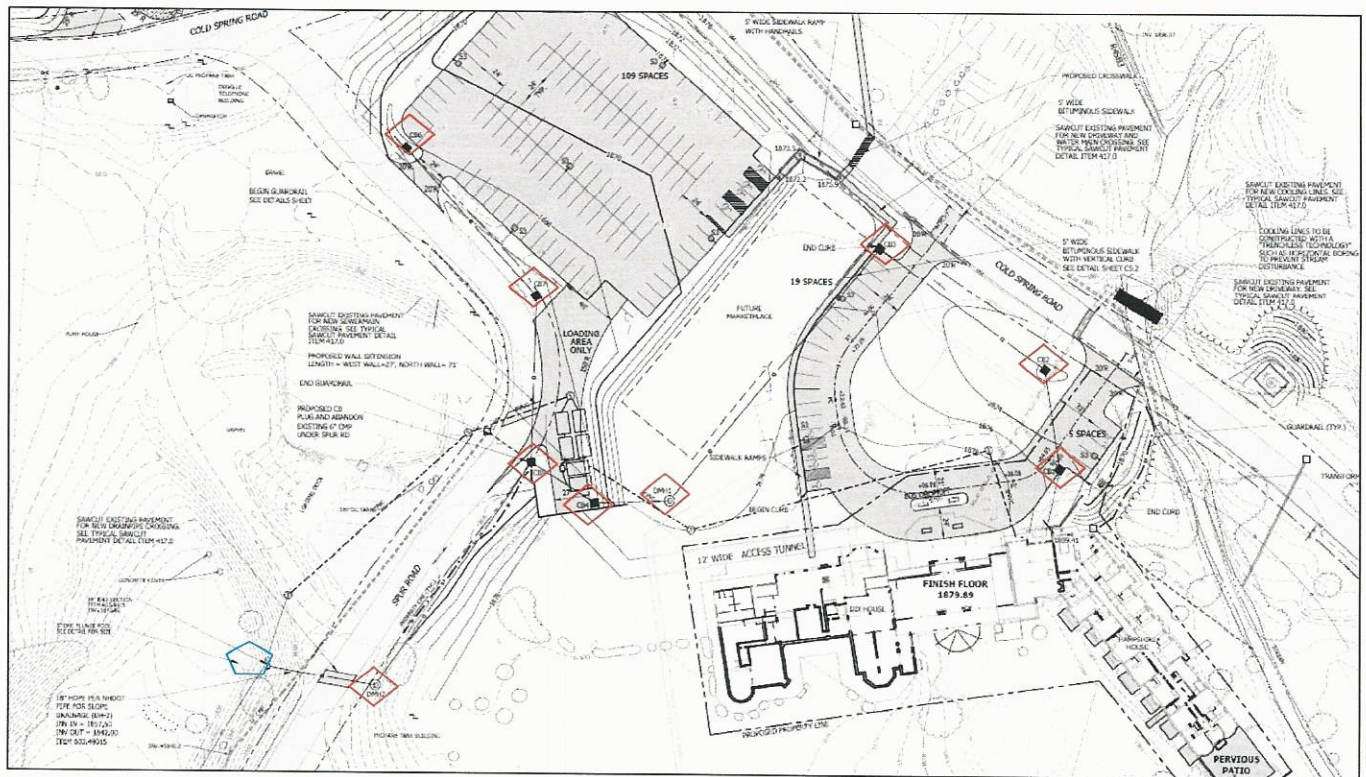
- Catchbasins (CB) and Drainage Manholes (DMH) shall be checked in spring and fall for the first 2 years after construction. This period will allow for personnel to gain some experience in understanding actual maintenance needs. Thereafter CBs and DMHs can be inspected once per year, with more frequent checks for those features determined to require it.
- DHM 2 outlet/plunge pool shall be checked annually in spring, and following any significant rainfall event (exceeding 2.5 inches in a 24 hour period).

Maintenance frequencies will be determined based upon the results of the inspections and if specific maintenance thresholds are observed to have been crossed during inspections.



All inspection activities shall be recorded on the appropriate attached Inspection Form.

Records

A record of inspection and maintenance activities shall be recorded on the Inspection and Maintenance Log presented below. Records of Inspection forms and Inspection and Maintenance Logs shall be made available to DES upon request.



LEGEND

-  CATCHBASIN/DRAIN MANHOLE
-  OUTLET/PLUNGE POOL



34 School Street
Littleton, NH 03561
(603) 444-4111

BALSAMS-DIX/HAMPSHIRE HOUSE AOT
PERMIT AMENDMENT
DIXVILLE, NH

INSPECTION & MAINTENANCE PLAN
LOCATION PLAN

HE Project No. 15247

CATCHBASIN & DRAIN MANHOLE INSPECTION FORM

Date of today's inspection ___/___/___ Inspector Name _____
Date of last inspection (of this BMP) ___/___/___

Recent Weather history

Storm date(s)	Storm duration	Rainfall amount	Did runoff occur?

Today's Weather _____

DRAINAGE GRATE	Are openings in grate obstructed?			PROCEDURE: Remove debris and dispose of debris properly
CB 1		Y	N	
CB 2		Y	N	
CB 3		Y	N	
DMH 1	N/A	Y	N	
CB 4		Y	N	
CB 5		Y	N	
CB 6		Y	N	
CB 7		Y	N	
DMH 2	N/A	Y	N	
SUMP	Is sediment or debris accumulation to within 6" of outlet invert			PROCEDURE: Remove debris and dispose of debris properly
CB 1		Y	N	
CB 2		Y	N	
CB 3		Y	N	
DMH 1	N/A but do clogs exist?	Y	N	
CB 4		Y	N	
CB 5		Y	N	
CB 6		Y	N	
CB 7		Y	N	
DMH 2	N/A but do clogs exist?	Y	N	

DRAIN MANHOLE 2 OUTLET/PLUNGE POOL INSPECTION FORM

Date of today's inspection ___/___/___ Inspector Name _____
 Date of last inspection (of this BMP) ___/___/___

Recent Weather history

Storm date(s)	Storm duration	Rainfall amount	Did runoff occur?

Today's Weather _____

OUTLET END SECTION	Is outlet end section level (to spread flow laterally)?			PROCEDURE: Re-level and tighten band to better affix end section
DMH2 OUTLET		Y	N	
STONE OUTLET APRON	Has outlet apron stone washed away exposing underlying fabric?			PROCEDURE: Replace stone to thickness that is 1.5 times d ₅₀ of stone
DMH2 OUTLET		Y	N	
PLUNGE POOL	Has plunge pool retained overall shape and volume			PROCEDURE: Remove sediment/debris and reshape stone to design dimensions if 25% of pool volume has been lost
DMH2 OUTLET		Y	N	

Exhibit 14 – NH DOT Driveway Permit Applications

Exhibit 15 – NH DES Shoreland Permit Application

Exhibit 16 – Typical Lighting Fixture Cut Sheet

PROV

Providence® Medium LED

PERIOD

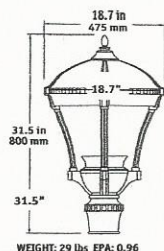


- MicroCore™ technology
- Canted design provides even illumination with less glare
- Upgrade kits available
- 0-10v dimming ready
- Surge protection included
- Type 2, 3, 4, 5, Left, Right distributions
- IP66 optics
- DLC listed
- Powder coat finish in 13 standard colors with a polymer primer sealer

ORDERING INFORMATION

PROV		-		-		-		-		-		-	
MODEL		COLOR TEMPERATURE		FIXTURE FINISH		OPTIONS							
PROV	Providence medium housing scale	32LED-3K	Warm White, 3000K output	WH	Arctic White	SPK	Decorative cast aluminum spikes on the top and bottom of the four vertical struts.						
UPGRADE KITS - PRO-LK		32LED-4K	Neutral White, 4000K output	BL	Black	PFN	Cast aluminum finial painted a brass color.						
Distribution (Class 2, 120 thru 277 volt)		32LED-5K	Bright White, 5000K output	BLT	Matte Black	BPS	Cast aluminum struts painted a brass color - spikes also painted brass if option SPK chosen						
T2, T3, T4, T5, TL, TR	IES Type 2, 3, 4, 5, 45° Left, 45° right distribution	DRIVER		DGN	Dark Green	LDL	Lightly diffused lens. Frosted, flat tempered glass lens has a tightly diffused finish to minimize the lamp and reflector brightness						
Color Temperature		120 thru 277 volt		DB	Dark Bronze	CLR	Clear flat lens						
32LED-3K	Warm White 3000K diodes	700	700mA drive current, 75 watts	TT	Titanium	HSS	Type IV house side shield. Not compatible with T2, T3, T5, TL or TR						
32LED-4K	Neutral White 4000K diodes	450	450mA drive current, 48 watts	WDB	Weathered Bronze	PCA-T	Rotatable photocell housing-traditional						
32LED-5K	Bright White 5000K diodes	DISTRIBUTION		MDB	Metallic Bronze	PCA-C	Rotatable photocell housing-contemporary						
Ballast/Driver		T2	Type 2	VBU	Verde Blue	SCP	Programmable motion control, factory default is 50%, requires pole						
700	700 milliamp drive current, 75 watts	T3	Type 3	CRT	Corten	SCP (Sensor Control Programmable) pole accessory is available to provide occupancy detection for							
450	450 milliamp drive current, 48 watts	T4	Type 4	MAL	Matte Aluminum								
Bezel Finish/Color		T5	Type 5	MG	Medium Grey								
Bezel available in 13 standard finishes and premium finishes (See Colors section)		TL	45° Left	AGN	Antique Green								
		TR	45° Right	LG	Light Grey								
				RAL/ PREMIUM COLOR	Provide a RAL 4 digit color number								
				CUSTOM COLOR	Please provide color chip for matching								

DIMENSIONS



* DesignLights Consortium® Qualified



Please visit www.aal.net for mounting options.

Exhibit 17 – Wastewater Connection Permit

Exhibit 18 – Drinking Water Engineering Approval

Exhibit 19 – Snow Storage and Fire Truck Access

Snow Storage Plan

- 1-Snow will generally be plowed to the perimeter of parking lots, roadways, driveways, sidewalks and other required access ways.
- 2-Snow may be stored anywhere on site except:
 - a.Snow storage shall not obstruct access to fire hydrants, dry hydrants, the fire truck access indicated on the plan west of Dix House, or any required building exits.
 - b.Snow storage shall not obstruct required roadways or roadway site lines.

maintain year-round fire truck access from driveway to this point .

WORK ZONE DESCRIPTIONS:

- ZONE 1: NEW BUS DROP OFF / PARKING / HOTEL ARRIVAL ON COLD SPRING ROAD.
- ZONE 2: NEW BUS DROP OFF / PARKING / HOTEL ARRIVAL ON COLD SPRING ROAD.
- ZONE 3: ROAD WORK AT INTERSECTION SPUR ROAD AND COLD SPRING ROAD FOR NEW SPUR ROAD NEW ALIGNMENT AND NEW ENTRANCES TO INDOT SHED AND GRAVEL PARKING AREA.
- ZONE 4: NEW PARKING LOT AND DELIVERY ACCESS ENTRANCE ON SPUR ROAD.
- ZONE 5: INSTALL NEW GUARDRAIL ALONG SPUR ROAD.
- ZONE 6: NEW DELIVERY ACCESS ENTRANCE ON SPUR ROAD. INSTALLATION OF SEPTIC TANKS & GREASE INTERCEPTOR, PROPOSED SEWER CROSSING.



LITHTON NH • NEW JERSEY NH • NEWPORT VT
603-241-1111
603-272-5115

DIXVILLE CAPITAL, LLC

DIX-HAMPSHIRE RENOVATIONS

DIXVILLE, NEW HAMPSHIRE

TRAFFIC CONTROL PLAN

NO.	DATE	REVISION DESCRIPTION	ENG	DWG
1	NOV/14	PLANNING BOARD COMMENTS	JED	SJR

DATE OF PRINT
MAY 16 2016
HORIZONS ENGINEERING



AL 05/16/2016

C-2.7