JONES & BEACH ENGINEERS, INC.

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April 15, 2015

Barrington Planning Board
Attn: Marcia Gasses, Planner
333 Calef Highway
Barrington, NH 03825

RE: Proposed Site Plan - Milo's Pizza & Grill
NH Route 9, Barrington, NH
Tax Map 238, Lot 7
JBE Project No. 14084

Dear Ms. Gasses,

Jones & Beach Engineers, Inc., respectfully submits a Project Application for the above-referenced parcel on behalf of our client, The Three Socios, LLC, and property owner, George Tsoukalas. The intent of this project is to construct a proposed water system including pump house, waterlines, and access on the subject property.

The following items are provided in support of this Application:

1. Completed Comprehensive Application and Checklist.
2. Waiver Request.
3. Copy of Current Deed.
4. Easement Deed.
5. Letter of Authorization from Owner of the Property.
6. Abutters List & Mailing Labels (3 sets).
7. Check in the amount of $295 for review and notification fees.
8. Tax Map for Subject Parcel.
9. Six (6) reduced-size (11" x 17") plan sets.
10. Five (5) full-size plan sets.

If you have any questions or need any additional information, please feel free to contact our office. Thank you very much for your time.

Very truly yours,
JONES & BEACH ENGINEERS, INC.

Barry W. Gier, P.E.
Senior Project Manager

cc: The Three Socios, LLC (Copy of Application Package & full-size plan set)
George Tsoukalas (Copy of Application Package & full size plan set)

Project Application
Land Use Department

P.O. Box 660; 333 Calef Hwy, Barrington, NH 03825 ♦ Phone: 603-664-5798 ♦ Fax: 603-664-0188

Case Number:_____ **Project Name:**_____ **Date**_____

Staff Signature required PRIOR to submittal

PRELIMINARY APPLICATION: Preliminary Conceptual Review ____ Design Review____ Development of Regional Impact ____

FORMAL APPLICATION:
Subdivision Type: Major____ Minor____ Conventional____ Conservation____
Site Plan Review: Major____ Minor X
Conditional Use Permit ____ Sign Permit ____ Boundary Line Adjustment ____ Special Permit ____
Change of Use ____ Extension for Site Plan or Subdivision Completion ____
Amendment to Subdivision/Site Plan Approval ____ Other ____

Project Name: PROPOSED SITE PLAN - MILO'S PIZZA & GRILL **Area** (Acres or S.F) _____
Project Address: 575 FRANKLIN PIERCE HIGHWAY, BARRINGTON, NH 03825
Current Zoning District(s): TOWN CENTER **Map(s)** 238 **Lot(s)** 7
Request: _____

The property owner shall designate an agent for the project. This person (the applicant) shall attend pre-application conferences and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required.
All contacts for this project will be made through the *Applicant* listed below.

Owner: George Tsoukalas
Company_____
Phone:_____ Fax:_____ E-mail:_____
Address: PO Box 684, Barrington, NH 03825

Applicant (Contact): Same as Above
Company_____
Phone:_____ Fax:_____ E-mail:_____
Address:_____

Developer:_____
Company_____
Phone:_____ Fax:_____ E-mail:_____
Address:_____

Architect:_____
Company_____
Phone:_____ Fax:_____ E-mail:_____
Address:_____

Engineer: Barry W. Gier, P.E.
Company Jones & Beach Engineers, Inc.
Phone: (603) 772-4746 Fax: (603) 772-0227 E-mail: bgier@jonesandbeach.com
Address: PO Box 219, Stratham, NH 03885

Barry W. Gier FOR OWNER
Owner Signature

Barry W. Gier FOR OWNER
Applicant Signature

Staff Signature

4/15/15
Date

Revised 12-07-2011

TOWN OF BARRINGTON - LAND USE DEPARTMENT

PROJECT NARRATIVE

PROJECT NAME PROPOSED SITE PLAN - MILO'S PIZZA & GRILL CASE FILE NUMBER

PROJECT LOCATION NH ROUTES 125 & 9, BARRINGTON, NH

DATE OF APPLICATION APRIL 15, 2015

Property Details: TAX MAP 238 LOT 7

Single-Family Residential Multi-Family Residential Commercial Industrial

Current Zoning: 7C Lot Area Size 2.26 Acres

Setbacks: Front Side Rear

Parking Spaces Required: Parking Spaces Provided:

Please describe your project and its purpose and intent. You may attach a typed description.

THE INTENT OF THIS PROJECT IS TO CONSTRUCT A WATER SYSTEM WITH ASSOCIATED PUMP HOUSE, WATERLINE, AND ACCESS ACROSS THE SUBJECT PROPERTY BETWEEN TAX MAP 238 LOT 4 AND TAX MAP 238 LOT 16.21.

Subdivision, Site Review, and Lot Line Adjustment Application Checklist
Barrington Planning Board
Adopted January 20, 2009

This checklist is intended to assist applicants in preparing a complete application for subdivision as required by the Barrington Subdivision Regulations and must be submitted along with all subdivision applications. An applicant seeking subdivision approval shall be responsible for all requirements specified in the Barrington Subdivision Regulations even if said requirements are omitted from this checklist.

An applicant seeking subdivision approval shall be responsible for providing all the information listed in the column below entitled "Subdivision" and should place an "x" in each box to indicate that this information has been provided. If an item is considered unnecessary for certain applications the "NA" box should be marked instead indicating "Not Applicable". Only certain checklist items are required for lot line adjustments, as noted by the applicable check boxes below.

Check The Appropriate Box or Boxes Below: ☐ **Lot Line Relocation** ☒ **Site Plan** ☐ **Subdivision Plan** **See Section I & II** **See Sections I & II** **See Sections I, II, III, IV & V**				
	Provided	**NA**		
Section I. **General Requirements**				
1. Completed Application Form	☒	☐		
2. Complete abutters list	☒	☐		
3. Payment of all required fees	☒	☐		
4. Five (5) full size sets of plans and six (6) sets of plans 11" by 17"submitted with all required information in accordance with the subdivision regulations and this checklist	☒	☐		
5. Copies of any proposed easement deeds, protective covenants or other legal documents	☒	☐		
6. Any waiver request(s) submitted with justification in writing	☒	☐		
7. Technical reports and supporting documents (see Sections IX & X of this checklist)	☒	☐		
8. Completed Application Checklist	☒	☐		
Section II. **General Plan Information**				
1. Size and presentation of sheet(s) per registry requirements and the subdivision regulations	☒	☐		
2. Title block information:	☒	☐		
a. Drawing title	☒	☐		
b. Name of subdivision	☐	☒		
c. Location of subdivision	☒	☐		
d. Tax map & lot numbers of subject parcel(s)	☒	☐		

e. Name & address of owner(s)	☒	☐		
f. Date of plan	☒	☐		
g. Scale of plan	☒	☐		
h. Sheet number	☒	☐		
i. Name, address, & telephone number of design firm	☒	☐		
j. Name and address of applicant	☒	☐		
3. Revision block with provision for amendment dates	☒	☐		
4. Planning Board approval block provided on each sheet to be recorded	☒	☐		
5. Certification block (for engineer or surveyor)	☒	☐		
6. Match lines (if any)	☐	☒		
7. Zoning designation of subject parcel(s) including overlay districts	☒	☐		
8. Minimum lot area, frontages & setback dimensions required for district(s)	☒	☐		
9. List Federal Emergency Management Agency (FEMA) sheet(s) used to identify100-year flood elevation, locate the elevation	☒	☐		
10. Note the following: "If, during construction, it becomes apparent that deficiencies exist in the approved design drawings, the Contractor shall be required to correct the deficiencies to meet the requirements of the regulations at no expense to the Town."	☒	☐		
11. Note the following: "Required erosion control measures shall be installed prior to any disturbance of the site's surface area and shall be maintained through the completion of all construction activities. If, during construction, it becomes apparent that additional erosion control measures are required to stop any erosion on the construction site due to actual site conditions, the Owner shall be required to install the necessary erosion protection at no expense to the Town."	☒	☐		
12. Note identifying which plans are to be recorded and which are on file at the town.	☒	☐		
13. Note the following: "All materials and methods of construction shall conform to Town of Barrington Subdivision Regulations and the latest edition of the New Hampshire Department of Transportation's Standard Specifications for Road & Bridge Construction."	☒	☐		
14. North arrow	☒	☐		
15. Location & elevation(s) of 100-year flood zone per FEMA Flood Insurance Study	☐	☒		
16. Plan and deed references	☒	☐		
17. The following notes shall be provided:	☒	☐		
a. Purpose of plan	☒	☐		
b. Existing and proposed use	☒	☐		
c. Water supply source (name of provider (company) if offsite)	☒	☐		
d. Zoning variances/special exceptions with conditions	☐	☒		
e. List of required permits and permit approval numbers	☒	☐		
f. Vicinity sketch showing 1,000 feet surrounding the site	☒	☐		
g. Plan index indicating all sheets	☐	☒		
18. Boundary of entire property to be subdivided	☐	☒		
19. Boundary monuments	☒	☐		
a. Monuments found	☒	☐		
b. Map number and lot number, name addresses, and zoning of all abutting land owners	☒	☐		
c. Monuments to be set	☒	☐		
20. Existing streets:	☒	☐		
a. Name labeled	☒	☐		
b. Status noted or labeled	☒	☐		
c. Right-of-way dimensioned	☒	☐		
d. Pavement width dimensioned	☒	☐		
21. Municipal boundaries (if any)	☐	☒		

22. Existing easements (identified by type)	☐	☒		
A) Drainage easement(s)	☐	☒		
B) Slope easements(s)	☐	☒		
C) Utility easement(s)	☒	☐		
D) Temporary easement(s) (Such as temporary turnaround	☐	☒		
E) No-cut zone(s) along streams & wetlands (as may be requested by the F) Conservation Commission)	☐	☒		
G) Vehicular & pedestrian access easement(s)	☐	☒		
H) Visibility easement(s)	☐	☒		
I) Fire pond/cistern(s)	☐	☒		
J) Roadway widening easement(s)	☐	☒		
K) Walking trail easement(s)	☐	☒		
a) Other easement(s) Note type(s) Waterline	☒	☐		
23. Designation of each proposed lot (by map & lot numbers as provided by the assessor)	☐	☒		
24. Area of each lot (in acres & square feet):	☒	☐		
a. Existing lot(s)	☒	☐		
b. Contiguous upland(s)	☒	☐		
25. Wetland delineation (including Prime Wetlands):	☐	☒		
a. Limits of wetlands	☐	☒		
b. Wetland delineation criteria	☐	☒		
c. Wetland Scientist certification	☐	☒		
26. Owner(s) signature(s)	☒	☐		
27. All required setbacks	☒	☐		
28. Physical features	☒	☐		
a. Buildings	☒	☐		
b. Wells	☒	☐		
c. Septic systems	☒	☐		
d. Stone walls	☒	☐		
e. Paved drives	☒	☐		
f. Gravel drives	☒	☐		
29. Location & name (if any) of any streams or water bodies	☐	☒		
30. Location of existing overhead utility lines, poles, towers, etc.	☒	☐		
31. Two-foot contour interval topography shown over all subject parcels	☒	☐		
32. Map and lot numbers, name, addresses, and zoning of all abutting land owners	☒	☐		
Section III **Proposed Site Conditions Plan** **(Use Sections I General Requirements & Section II General Plan Information)**				
1. Surveyor's stamp and signature by Licensed Land Surveyor	☐	☐		
2. Proposed lot configuration defined by metes and bounds	☐	☐		
3. Proposed easements defined by metes & bounds. Check each type of proposed easement applicable to this application:	☐	☐		
a. Drainage easement(s)	☐	☐		
b. Slope easement(s)	☐	☐		
c. Utility easement(s)	☐	☐		
d. Temporary easement(s) (such as temporary turnaround)	☐	☐		
e. Roadway widening easement(s)	☐	☐		
f. Walking trail easement(s)	☐	☐		
g. Other easement(s) Note type(s)	☐	☐		
4. Area of each lot (in acres & square feet):	☐	☐		
a. Total upland(s)	☐	☐		

b. Contiguous uplands(s)	☐	☐		
5. Proposed streets:	☐	☐		
a. Name(s) labeled	☐	☐		
b. Width of right-of-way dimensioned	☐	☐		
c. Pavement width dimensioned	☐	☐		
6. Source and datum of topographic information (USGS required)	☐	☐		
7. Show at least one benchmark per sheet (min.) and per 5 acres (min.) of total site area	☐	☐		
8. Soil Conservation Service (SCS) soil survey information	☐	☐		
9. Location, type, size & inverts of the following (as applicable):	☐	☐		
a. Existing water systems	☐	☐		
b. Existing drainage systems	☐	☐		
c. Existing utilities	☐	☐		
10. 4K affluent areas with 2 test pit locations shown with suitable leaching areas	☐	☐		
11. Location of all water wells with protective radii as required by the NH Department Of Environmental Services (meeting Town and NHDES setback requirements)	☐	☐		
12. Existing tree lines	☐	☐		
13. Existing ledge outcroppings & other significant natural features	☐	☐		
14. Drainage, Erosion and Sediment Control Plan(s) containing all of the requirements specified in Section 16.3.2 (Final Plan Requirements) of the Subdivision Regulations	☐	☐		
Section IV **Construction Detail Drawings**				
Note: Construction details to conform with NHDOT Standards & Specifications for Roads & Bridges, Town of Barrington Highway Department requirements, and Subdivision Regulations	☒	☐		
1. Typical cross-section of roadway	☐	☒		
2. Typical driveway apron detail	☐	☒		
3. Curbing detail	☐	☒		
4. Guardrail detail	☐	☒		
5. Sidewalk detail	☐	☒		
6. Traffic signs and pavement markings	☐	☒		
7. Drainage structure(s):	☐	☒		
8. Outlet protection riprap apron	☐	☒		
9. Level spreader	☐	☒		
10. Treatment swale	☐	☒		
11. Typical section at detention basin	☐	☒		
12. Typical pipe trench	☐	☒		
13. Fire protection details	☐	☒		
14. Erosion control details:	☐	☒		
15. Construction Notes	☐	☒		
a. Construction sequence	☐	☒		
b. Erosion control notes	☐	☒		
c. Landscaping notes	☐	☒		
d. Water system construction notes	☒	☐		
e. Sewage system construction notes	☐	☒		
f. Existing & finish centerline grades	☐	☒		
g. Proposed pavement - Typical cross-section	☐	☒		
h. Right-of-way and easement limits	☒	☐		
i. Embankment slopes	☐	☒		
j. Utilities	☐	☒		

Section V **Supporting Documentation If Required**				
1. Calculation of permitted housing density (for Conservation Subdivisions only as required in Article 6 of the Barrington Zoning Ordinance)	☐	☒		
2. Stormwater management report	☐	☒		
3. Traffic impact analysis	☐	☒		
4. Environmental impact assessment	☐	☒		
5. Hydrogeologic study	☐	☒		
6. Fiscal impact study provided	☐	☒		
7. Calculation of permitted housing density (for Conservation Subdivisions only as required in Article 6 of the Barrington Zoning Ordinance)	☐	☒		
8. Site Inventory and Conceptual Development Plan (from preliminary Conservation Subdivision review only)	☐	☒		

Site Plan Waiver Request Form

Under Site Plan Regulations 3.9.8-Waivers and Article 8-Waiver Procedure

If there is more than one waiver requested, each waiver request is to be individually listed and described, as each waiver is considered individually by the Town of Barrington Planning Board. A petition for waiver shall be submitted in writing by the applicant with the application for review. The request shall fully state the grounds for which the waiver is requested and all facts supporting this request with reference to the applicable Barrington Site Plan Regulations article, section and paragraph. **Each waiver granted shall be listed on the approved site plan.**

Name of Site Plan (See Title Box): Proposed Site Plan - Milo's Pizza & Grill

Case Number: _____

Site Location: NH Route 125 (Tax Map 235 Lot 83)

Zoning District(s): Town Center

Owner (s): George Tsoukalas

Address of Owner(s): PO Box 684, Barrington, NH 03825

Address Line 2: _____

Name of Applicant (if different from owner): Same as Above

Phone Number (603) 772-4746 Email bgier@jonesandbeach.com

Land Surveyor: David M. Collier, LLS, Jones & Beach Engineers, Inc.

I Bradley W. Gier for George Tsoukalas seek the following waiver to the Town of Barrington Site Plan regulations for the above case submittal:

Section 3.2.10(7) requiring parking lot requirements for the proposed project.

The proposed site plan improvements will not effect the parking requirements for the subject lot. Therefore, we respectfully request a waiver to Section 3.2.10(7) of the Site Plan Regulations requiring parking requirements to be added to the Site Plan.

Bradley W. Gier for George Tsoukalas 4/15/15

Signature of Owner/Applicant Date

Revised 06/23/2011

APPLICATION AGREEMENT

I hereby apply for Subdivision Plan Review and acknowledge I will comply with all of the ordinances of the Town Of Barrington, New Hampshire State Laws, as well as any stipulations of the Planning Board, in development and construction of this project. I understand that if any of the subdivision Plan or Application specifications are incomplete, the Application will be considered rejected.

In consideration for approval and the privileges accruing thereto, the subdivider thereby agrees:

E. To carry out the improvements agreed upon and as shown and intended by said plat, including any work made necessary by unforeseen conditions which become apparent during construction of the subdivision.

E. To post all streets "Private" until accepted by the Town and to provide and install street signs as approved by the Selectmen of the Town for all street intersections.

E. To give the Town on demand, proper deeds for land or rights-of-way reserved on the plat for streets, drainage, or other purposes as agreed upon.

E. To save the Town harmless from any obligation it may incur or repairs it may make, because of my failure to carry out any of the foregoing provisions.

E. (Mr)/Mrs Brian of Jones + Beach Engineers to whom all communications to the subdivider may be addressed with any proceedings arising out of the agreement herein.

Signature of Owner: Barry W. Cox for George Tsoukalas

Signature of Developer: _____

Technical Review Signatures: _____

Town Engineer/Planner Approval Signature: Barry W Cox for owner The owners, by the filing of this application as indicated above, hereby give permission for any member of the Barrington Planning Board, the Town Engineer, The Conservation Commission and such agents or employees of the Town or other persons as the Planning Board may authorize, to enter upon the property which is the subject of this application at all reasonable times for the purpose of such examinations, surveys, test and inspections as may be appropriate.

(Refusal to sign this permission form does not invalidate an application, but the Planning Board may not be able to make an informed decision regarding unseen lands with potential areas of concerns).

Signature of Owner: _____

Note: The developer/individual in charge must have control over all project work and be available to the Road Agent and Code Enforcement Officer during the construction phase of the project. The Road Agent and Code Enforcement Officer must be notified within two (2) working days of any change by the individual in charge of the project.

ADMINISTRATIVE AND REVIEW FEES

2006 NOV 16 PM 12:20
REGISTER OF DEEDS
STRAFFORD COUNTY

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
***** THOUSAND 6 HUNDRED AND 50 DOLLARS
11/16/2006 792826 $ *****650.00
VOID IF ALTERED

026326

BK3460PG0411

WARRANTY DEED

Know all persons by these presents, that Haleys Corner Limited Partnership, of 43 Stratham Heights Road, Stratham, County of Rockingham, State of New Hampshire 03885

FOR CONSIDERATION PAID, GRANTS TO George Tsoukalas, of P. O. Box 684, Barrington, County of Strafford, State of New Hampshire 03825

WITH WARRANTY COVENANTS, the following described premises:

A certain tract of land being depicted on a plan entitled "Site Plan of Haley's Common in Barrington, NH, showing site plan of Tax Map 15 Lot 6 C & E" prepared by Parker Survey & Engineering, and duly recorded at the Strafford County Registry of Deeds as Plan 68-23, and being more particularly bounded and described as follows:

Beginning at a concrete bound set in the northeasterly side of Route 9 and the southerly corner of the within described property; thence running along the sideline of Route 9 N 45° 31' 00" W a distance of 136 feet to a concrete bound; thence turning and running N 47° 30' 00" E a distance of 326.92 feet to an iron pipe; thence turning and running N 47° 49' 00" W a distance of 56 feet to an iron pipe; thence turning and running N 48° 48' 00" E a distance of 278.92 feet to an iron pipe at land now or formerly of Dover Assembly of God; thence turning and running S 50° 22' 00" E along said Dover Assembly of God land and land now or formerly of Tischendorf a distance of 183 feet to a point at land now or formerly of Calef; thence turning and running S 46° 52' 58" W a distance of 286 feet to an iron pipe; thence turning and running S 47° 26' 00" W along land now or formerly of French a distance of 332.37 feet to a concrete bound and the point of beginning.

This is not homestead property.

Meaning and intending to describe the same premises conveyed to Haleys Corner Limited Partnership by Quitclaim Deed of Terra Vide Realty Trust, dated November 1, 2004 and recorded at the Strafford County Registry of Deeds at Book 3094, Page 0662.

The above described premises were depicted on a plan entitled "Revised Boundary Survey, Waldron B. Haley, Barrington, N.H." dated January 1976 by Frederick E. Drew, Associates, and duly recorded at the Strafford County Registry of Deeds as Plan 17A-27. Subsequent to the recording of that plan, the boundary between the above described premises and land owned by the State of New Hampshire and designated as Route 9 was agreed to by the abutting property owners, and is reflected in the concrete bounds as depicted on plan 68-23, and as described above.

WITNESS its hand this 16th day of November, 2006.

HALEYS CORNER LIMITED PARTNERSHIP

By Courma, Ltd. General Partner

G. Page Brown, President

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On the 16th day of November, 2006, personally appeared G. Page Brown, Jr., President of Courma, Ltd., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me,

Justice of the Peace/Notary Public
My Commission expires:

JAMES H. SCHULTE
MY COMMISSION EXPIRES JAN. 23, 2007
NOTARY PUBLIC
NEW HAMPSHIRE

BK3460PG0412

Return to:

_____

_____

_____

_____

EASEMENT DEED

George Tsoukalas, an individual with an address of P.O. Box 684, Barrington, New Hampshire 03825 (the "Grantor"), for consideration paid, grants to **The Three Socios, LLC**, a New Hampshire limited liability company having its principal office at 321D Lafayette Road, Hampton, New Hampshire 03842 (the "Grantee"), with WARRANTY COVENANTS, the perpetual right and easement more particularly described below, over, under and across a portion of certain land in the in the Town of Barrington, Strafford County, New Hampshire located off Route 9 known as Tax Map 238, Lot 7 (the "Premises") shown as "40.00' Access & Utility Easement From Map 238 Lot 7 to Benefit Tax Map 235 Lot 4 7,372 SF" (the "Easement Area") on a plan entitled "Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH" dated _____, 2014 prepared by Jones & Beach Engineers, Inc. and recorded at the Strafford County Registry of Deeds as Plan No._____ (the "Plan").

Reference is made to the following:

A. Grantee owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 125 known as Tax Map 238, Lot 4 (the "Three Socios Lot") as shown on the Plan, which is adjacent to the Premises.

B. Grantee seeks to develop the Three Socios Lot as a gas station and convenience store, which will include the installation of underground fuel storage tanks and related equipment, or as any other commercial use in Grantee's sole discretion (the "Development").

C. Grantee has obtained a Well and Water Line Easement over property owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14 and as shown on the Plan (see Well and Water Line Easement recorded in the Strafford County Registry of Deeds at Book 4163, Page 317) to install a water supply well, underground pipes and related equipment (collectively the "Well") on such property to supply potable water in Grantee's sole discretion to certain properties including the Three Socios Lot and the Premises (collectively the "Served Lots").

D. Grantor has agreed to allow the Grantee to install and maintain a pump house and related equipment and fixtures as hereinafter set forth on the Premises to supply potable water to the Served Lots (the "Pump House" and collectively with the Well and related pipes and equipment providing water to the Served Lots are collectively referred to herein as the "Water System").

TERMS

1. PURPOSE. The Grantee shall have the perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove a pump house, underground pipes, ducts, conduits, valves and such equipment and other appurtenances as the Grantee may from time to time desire in its sole discretion to provide water service to the Served Lots. This conveyance shall include the right of access across said Easement Area for all purposes in connection with the exercise of the within granted rights and easement, including the conduct of pump tests and investigations; the construction of a gravel driveway from the Three Socios Lot to the pump house and adjacent land owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14, not to exceed fifteen (15) feet in width; the right to excavate, trench, and backfill by men or machines and to temporarily place excavated earth and other material on said Easement Area and adjacent to the gravel driveway area, provided that the said Easement Area and areas adjacent to the gravel driveway shall be restored by the Grantee to substantially the condition in which each was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Easement Area as and to such extent as in the reasonable judgment of the Grantee is necessary for any of the above purposes; the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground water and electricity lines over and across said Easement Area as well as temporary backup generators to provide water service to buildings on the Served Lots; and the right to erect and maintain underground electrical utility lines, at the election of Grantee, as necessary to provide electricity to the Water System.

2. MAINTENANCE. Grantee shall be solely responsible for all work and expenses related to the design, permitting (if any), and initial construction of the Water System and the connection of the Water System to the existing plumbing system that supplies water to the Premises. Grantee agrees to perform such work in a good and workmanlike manner. Grantee assumes no responsibility for the existing plumbing system, pipes and equipment serving the Premises, including any modifications or alterations to such system, pipes or equipment required as a result of the Water System. Grantee shall be solely responsible for the maintenance and repair of the Water System, except that the Grantor shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that exclusively serve the Premises. Grantor shall be responsible to reimburse Grantee its Share (as hereinafter defined) of Grantee's actual documented fees, costs and expenses related to replacement of the water pump or pumps which are part of the Water System. As used herein, the Grantor's Share shall be a

fraction, the numerator of which shall be 1 and the denominator of which shall be the number of lots connected to the Water System at the time such expenses are incurred.

3. WATER SUPPLY.

A. Grantee shall be solely responsible for all work and expenses related to the design and initial construction of the Water System, and the connection of the Water System to the existing plumbing that supplies water to the Premises. Grantee agrees to perform such work in a good and workmanlike manner. Notwithstanding the foregoing, Grantee assumes no responsibility for the existing water pipes and equipment serving the Premises, including any modifications, alterations or replacements of such system, pipes or equipment required as a result of the Water System. Three Socios shall provide reasonable advance notice to the Grantor prior to shutting off the water to the Premises during any period of construction and shall use reasonable efforts to limit the shutoffs to those hours of the day and days of the week when the business on the Premises is not in operation.

B. Upon installation of the Water System, Grantor shall discontinue the use of the existing well and water supply serving the Premises and to obtain its water from the Water System. Grantee shall be solely responsible for any costs and expenses required to discontinue the existing well and water supply on the Premises. Grantor agrees not to construct or install any wells on the Premises.

C. Grantee shall be solely responsible for all work related to the operation, maintenance and repair of the Water System, except that Grantor shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that serve the Premises exclusively. Grantee shall comply, at its sole expense, with all applicable laws, rules and regulations regarding monitoring and treatment of water at the wellhead/pump-house, and provide evidence of such compliance to Grantor upon request. Notwithstanding the foregoing, Grantor shall be responsible at its sole cost and expense for any monitoring and testing of water required at the taps or faucets used by Grantor on the Premises. If Grantor's monitoring/testing indicates a problem with the water supply which is not evident in the wellhead monitoring/testing, Grantor shall be responsible to obtain a diagnosis of the cause of such problem and shall provide a copy of such diagnosis to Grantee. Grantor shall be solely responsible to remedy the casue(s) of such problems that exist on the Premises outside of the Easement Area and Grantee shall be solely responsible to remedy the cause(s) of such problems that exist within the Easement Area or between the Easement Area and Well.

D. Grantee shall supply reasonable quantities of water to the Premises from the Water System at no charge to Grantor consistent with Grantor's current use of the Premises as a 2,492 square foot, 57 seat paper service restaurant, and in accordance with applicable permits and approvals for the Water System and use of the Premises. It is understood that Grantor's current water use is for consumption by employees, guests and invitees of the Premises as part of its customary restaurant operations. Grantee agrees to

supply Grantor with additional water, up to 4,520 gallons per day, provided that the increased usage complies with applicable permits and approvals for the Water System and use of the Premises. Grantee agrees to supply Grantor with sufficient additional water for Grantor to fulfill Grantor's obligations, if any, arising under a certain unrecorded "Easement" by and between George Tsoukalas and George and Arvilla Calef dated August 2, 2007. Grantee shall not sell or otherwise supply water from the Water System to anyone other than the persons aforementioned in this paragraph 3.D.

E. Grantee shall in no way be liable for any loss, damage, or expense that Grantor may sustain or incur by reason of any change, failure, interference, disruption, or unavailability in the supply of the water furnished to the Premises, unless caused by the negligence or willful misconduct of Grantee, its officers, directors, agents, employees, licensees, contractors or invitees.

4. COMMENCEMENT/TERMINATION. Notwithstanding anything else in this Easement, the obligations of the Parties under this Easement shall commence upon Grantee's receipt of all final unappealable permits and approvals necessary for the Development and Water System and Grantee's election to construct the Development and Water System, failing which Grantee is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Easement on behalf of the Parties. If a public water supply becomes available to serve the Premises, Grantor shall connect to such public water supply at Grantor's sole cost and expense, and Grantee shall no longer be obligated to supply water to the Premises. Upon drilling of the well(s) for the Water System, Grantee shall have the right to conduct testing in its sole discretion to determine the adequacy of the Water System, including water quantity and quality, to supply water to the intended users. If Grantee is unsatisfied with the results of such testing, in its sole discretion, Grantee shall be entitled to terminate this Easement and record a notice of termination in the Strafford County Registry of Deeds on behalf of the Parties.

5. GRANTOR'S USE OF EASEMENT AREA. The Grantor, for itself and its successors and assigns, covenants and agrees that (i) it will not erect or maintain any permanent building or structure of any kind or nature upon the Easement Area, or plant or permit to be planted any trees, bushes or shrubs over the Water System; (ii) it shall not materially alter the grade of the Easement Area as such grade exists at the time of the installation of the Water System; and (iii) it shall not act in any manner that will violate the conditions of any permits or approvals for the Water System, or impair the integrity of the water supply.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor, which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said Water System, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the

Grantor will pay the cost of repair to, or replacement of, said pipes or other equipment as the case may be.

6. RELOCATION. Neither Grantee nor Grantor will unreasonably withhold their respective consent to the other's requests for changes in the location of some or all of the Water System from time to time, provided that the party requesting such relocation shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the Water System.

7. COMPLIANCE WITH LAW. The parties shall use, possess, and maintain the Easement Area in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

8. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the actions of the Grantee and its agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantee within the Easement Area. The Grantee, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense. The Grantor shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit the Grantee to conduct the defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by the Grantor's negligent, reckless, willful or wanton conduct.

The Grantor shall hold harmless, defend and indemnify the Grantee for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the actions of the Grantor and its agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantor within the Easement Area. The Grantor, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense. The Grantee shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit Grantor to conduct its defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by Grantee's negligent, reckless, willful or wanton conduct.

9. TEMPORARY WATER LINE CONSTRUCTION EASEMENT. Grantor does hereby establish, create and grant to Grantee a temporary, non-exclusive easement in, to, over, across and through a portion of the Premises shown as "10' Temporary Construction Easement Premises" on the Plan (the "Temporary Construction Easement") for the purposes of laying, constructing and installing underground pipes, ducts, conduits, valves and such equipment and other appurtenances to connect the Water System to the existing plumbing system supplying potable water to the Premises. This conveyance shall include the right of access from, to and across the Premises for all purposes in connection

with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on the Premises, provided that the Premises shall be restored by Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Premises as and to such extent as in the reasonable judgment of Grantee is necessary for any of the above purposes. The Temporary Construction Easement shall terminate upon completion of construction of such water connection.

10. RUNS WITH THE LAND. This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of every portion of the respective Parcels and their successors, assigns, tenants, guests, licenses, invitees and mortgagees. Grantee shall be entitled to assign the Water System and operation thereof to a third party without the need to obtain Grantor's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2014.

_____
George Tsoukalas

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by George Tsoukalas.

_____
Notary Public/Justice of the Peace

THE THREE SOCIOS, LLC

By: _____
Name:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by _____, the _____ of The Three Socios, LLC, on behalf of the limited liability company.

_____
Notary Public/Justice of the Peace

EASEMENT

EASEMENT, made this 2nd day of August, 2007 by and between George Tsoukalas of Barrington, County of Strafford and State of New Hampshire (mailing address: P.O. Box 299, Barrington, NH 03825), hereinafter the Grantor, and George and Arvilla Calef of Barrington, County and State aforesaid (mailing address: 9 Mallego Road, Barrington, NH 03825), hereinafter the Grantees, as follows:

1. Grantor is the owner of a parcel of land located on the northerly side of Route 9, so-called, in the Town of Barrington, being Lot #7 on Assessors Map 238.

2. Grantees are owners of a parcel of land on the easterly side of Route 125, so-called, in said Barrington, being Lot #5 on Assessors Map 238. The rear of Grantees' lot abuts the lot of the Grantor.

3. For a number of years, and prior to Grantor's purchase of Lot #7, Map 238, Grantees have drawn water from a well located on said lot for the benefit of the commercial use located on Grantees' parcel.

4. Grantor now proposes to locate a new well on Lot #7, Map 238 that will service a commercial use to be located on that parcel. This will require the discontinuance of the use of the existing well.

5. In view of the above, upon the installation and activation of the new well, Grantor shall grant to Grantees an easement to access the new well and the right to draw water from the new well to the extent of Grantees current use of the existing well. The location of the service line to Grantees' lot shall be determined by Grantor's design engineer.

6. The cost of the installation of the new well shall be borne by Grantor. Grantees shall be responsible for the construction and maintenance of any new line on their property.

7. A meter shall be installed to measure and monitor the usage of water by the premises on Lot #5, Map 238. Following the initiation of service from the new well the occupant of the premises of Lot #5 shall be responsible for a share of the costs of utilities and any future repairs or improvements related to the use of the well in an amount equal to the percentage of the occupant's use of water as determined by the meter.

8. This easement shall remain in full force and effect as long as Grantees or their successors continue the current commercial use on Lot #5, Map 238.

9. Grantor or his Agent shall have the right, upon reasonable notice, and at reasonable times, to enter upon the premises on Lot #5, Map 238, to determine Grantees' level of consumption of water from the newly installed well.

Witness

Grantor

Witness

Grantee

Witness

Grantee

Letter of Authorization

I, George Tsoukalas, PO Box 684, Barrington, NH 03824, owner of property located in Barrington, NH, known as Tax Map 238, Lot 7, do hereby authorize Jones & Beach Engineers, Inc., PO Box 219, Stratham, NH, to act on my behalf concerning the previously mentioned property. The parcel is located on NH Route 9 in Barrington, NH.

I hereby appoint Jones & Beach Engineers, Inc., as my agent to act on my behalf in the review process, to include any required signatures.

Witness Nick Tsoukalas

George Tsoukalas

5-19-4
Date

14084

200' Abutters List Report

Barrington, NH
April 09, 2015

Subject Property:

Parcel Number:	238-0007	Mailing Address:	TSOUKALAS GEORGE
CAMA Number:	238-0007		PO BOX 684
Property Address:	575 FRANKLIN PIERCE HWY		BARRINGTON, NH 03825

Abutters:

Parcel Number:	235-0081	Mailing Address:	BARRINGTON EAST RD COMMON LAND
CAMA Number:	235-0081		
Property Address:	EASTERN AVE		,
Parcel Number:	235-0081	Mailing Address:	GALLOWAY WILLIAM C
CAMA Number:	235-0081-0001		33 EASTERN AVE UNIT 1
Property Address:	33 EASTERN AVE		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	MELVIN ANNE H
CAMA Number:	235-0081-0002		33 EASTERN AVE UNIT 2
Property Address:	33 EASTERN AVE UNIT 2		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	OUELLETTE PAUL H
CAMA Number:	235-0081-0003		33 EASTERN AVE UNIT 3
Property Address:	33 EASTERN AVE UNIT 3		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	ODAY JAMES M & KAREN C
CAMA Number:	235-0081-0004		33 EASTERN AVE UNIT 4
Property Address:	33 EASTERN AVE UNIT 4		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	NELSON EVERETT WALKER WILISE RENE
CAMA Number:	235-0081-0005		33 EASTERN AVE UNIT 5
Property Address:	33 EASTERN AVE UNIT 5		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	HEROLD GREGG G
CAMA Number:	235-0081-0006		35 EASTERN AVE UNIT 1
Property Address:	35 EASTERN AVE UNIT 1		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	LOCWIN NINA
CAMA Number:	235-0081-0007		35 EASTERN AVE UNIT 2
Property Address:	35 EASTERN AVE UNIT 2		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	NELSON CYNTHIA
CAMA Number:	235-0081-0008		35 EASTERN AVE UNIT 3
Property Address:	35 EASTERN AVE UNIT 3		BARRINGTON, NH 03825
Parcel Number:	235-0081	Mailing Address:	MURCH JUDITH TRS MURCH REV LIV TR
CAMA Number:	235-0081-0009		35 EASTERN AVE UNIT 4
Property Address:	35 EASTERN AVE UNIT 4		BARRINGTON, NH 03825

CAI Technologies
www.cai-tech.com
The property data available on this site is updated periodically. The Town of Barrington makes no warranties with regard to its accuracy or completeness and assumes no liability associated with the use of this data.

200' Abutters List Report

Barrington, NH
April 09, 2015

Parcel Number:	235-0083	Mailing Address:	THE JOURNEY BAPTIST CHURCH PO BOX 707 BARRINGTON, NH 03825
CAMA Number:	235-0083		
Property Address:	8 EASTERN AVE		
Parcel Number:	238-0004	Mailing Address:	THREE SOCIOS LLC 321D LAFAYETTE RD HAMPTON, NH 03842
CAMA Number:	238-0004		
Property Address:	491 CALEF HWY		
Parcel Number:	238-0005	Mailing Address:	CALEF GEORGE & ARVILLA (2) 1/2 INT IN ARVILLA/GEO LIV 35 MALLEGO RD BARRINGTON, NH 03825
CAMA Number:	238-0005		
Property Address:	495 CALEF HWY		
Parcel Number:	238-0006	Mailing Address:	CREJV FIVE BRANCH HOLDINGS LLC C/O RYAN PO BOX 460049 HOUSTON, TX 77056
CAMA Number:	238-0006		
Property Address:	581 FRANKLIN PIERCE HWY		
Parcel Number:	238-0008	Mailing Address:	MELVILLE TERRI & WILLIAM 173 ESTES RD ROCHESTER, NH 03867
CAMA Number:	238-0008		
Property Address:	565 FRANKLIN PIERCE HWY		
Parcel Number:	238-0016-0021	Mailing Address:	BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
CAMA Number:	238-0016-0021		
Property Address:	VILLAGE PLACE DR		
Parcel Number:	238-0037	Mailing Address:	HALEY LAWRENCE G 2908 FRENCH PL AUSTIN, TX 78722
CAMA Number:	238-0037		
Property Address:	562 FRANKLIN PIERCE HWY		
Parcel Number:	238-0038	Mailing Address:	BUSSIERE FREDERICK ANGEL BUSSIERE 9 COLONIAL WAY STE E BARRINGTON, NH 03825
CAMA Number:	238-0038		
Property Address:	574 FRANKLIN PIERCE HWY		
Parcel Number:	238-0039	Mailing Address:	COBALT PROPERTIES NH CORP 55 UNION ST STE 700 ST JOHN, NB, CANADA, E2L
CAMA Number:	238-0039		
Property Address:	580 FRANKLIN PIERCE HWY		

BARRINGTON EAST RD
COMMON LAND

BARRINGTON VILLAGE PLACE
7B EMERY LN
STRATHAM, NH 03885

BUSSIERE FREDERICK
ANGEL BUSSIERE
9 COLONIAL WAY STE E
BARRINGTON, NH 03825

CALEF GEORGE & ARVILLA
(2) 1/2 INT IN ARVILLA/GE
35 MALLEGO RD
BARRINGTON, NH 03825

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55 UNION ST STE 700
ST JOHN, NB, CANADA, E2L

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C/O RYAN
PO BOX 460049
HOUSTON, TX 77056

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BARRINGTON, NH 03825

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2908 FRENCH PL
AUSTIN, TX 78722

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ROCHESTER, NH 03867

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TRS MURCH REV LIV TR
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