

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 - Journey Baptist Church
NH Route 125, Barrington, NH
Tax Map 235, Lot 83
JBE Project No. 14086**

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, Journey Baptist Church. The intent of this project is to construct a waterline connecting the existing building to the proposed waterline system as shown and cross lot access (road and sidewalk to Tax Map 238 Lot 4).

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. Temporary Construction Easement.
- ✓5. Access Easement.
- ✓6. Water Supply Agreement.
- ✓7. Letter of Authorization from Owner of the Property.
- ✓8. Abutters List & Mailing Labels (3 sets).
- ✓9. Check in the amount of \$330.00 for review and notification fees.
- ✓10. Tax Map for Subject Parcel.
- ✓11. Six (6) reduced-size (11" x 17") plan sets.
- ✓12. 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 Engineer

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cc: The Three Socios, LLC (Copy of Application Package & full-size plan set)
Journey Baptist Church (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

235-83-TC-15-SR
Case Number: _____

Project Name: Proposed Site Plan - Journey Baptist Church

Date 4/16/2015

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 - JOURNEY BAPTIST CHURCH Area (Acres or S.F.) 2.93

Project Address: NH ROUTE 125

Current Zoning District(s): TOWN CENTER Map(s) 235 Lot(s) 83

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: Rob Willis, Pastor

Company The Journey Baptist Church

Phone: _____ Fax: _____ E-mail: robw@thejourneynh.com

Address: 124 Milton Road, Rochester, NH 03867

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

Owner Signature

Staff Signature

Applicant Signature

Date

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TOWN OF BARRINGTON - LAND USE DEPARTMENT

PROJECT NARRATIVE

PROJECT NAME PROPOSED SITE PLAN-JOURNEY BAPTIST CHURCH CASE FILE NUMBER

PROJECT LOCATION NH ROUTE 125, BARRINGTON, NH

DATE OF APPLICATION APRIL 15, 2015

Property Details: TAX MAP 235 LOT 83

Single-Family Residential Multi-Family Residential Commercial Industrial

Current Zoning: TOWN CENTER Lot Area Size 2.931 Ac

Setbacks: Front 50' Side 15' Rear 15'

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 CONNECT THE JOURNEY BAPTIST CHURCH BUILDING TO THE PROPOSED WATER SYSTEM TO BE CONSTRUCTED ON TAX MAP 238 LOTS 7 AND 4 THEREBY ABANDONING THE EXISTING WELL ON THE SUBJECT PARCEL AND TO CONNECT THE SUBJECT PARCEL TO TAX MAP 238 LOT 4 VIA A 24' WIDE ROADWAY AND 5' SIDEWALK.

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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:					
<input type="checkbox"/> Lot Line Relocation See Section I & II	<input checked="" type="checkbox"/> Site Plan See Sections I & II	<input type="checkbox"/> Subdivision Plan See Sections I, II, III, IV & V			
			Provided	NA	
Section I.					
General Requirements					
1. Completed Application Form			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Complete abutters list			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Payment of all required fees			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Copies of any proposed easement deeds, protective covenants or other legal documents			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any waiver request(s) submitted with justification in writing			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Technical reports and supporting documents (see Sections IX & X of this checklist)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Completed Application Checklist			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Section II.					
General Plan Information					
1. Size and presentation of sheet(s) per registry requirements and the subdivision regulations			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Title block information:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Drawing title			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Name of subdivision			<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Location of subdivision			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Tax map & lot numbers of subject parcel(s)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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Application Checklist
Barrington Subdivision Regulations

e. Name & address of owner(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. Date of plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. Scale of plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Sheet number	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
i. Name, address, & telephone number of design firm	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
j. Name and address of applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3. Revision block with provision for amendment dates	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4. Planning Board approval block provided on each sheet to be recorded	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Certification block (for engineer or surveyor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6. Match lines (if any)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Zoning designation of subject parcel(s) including overlay districts	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. Minimum lot area, frontages & setback dimensions required for district(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. List Federal Emergency Management Agency (FEMA) sheet(s) used to identify 100-year flood elevation, locate the elevation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. Note identifying which plans are to be recorded and which are on file at the town.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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."	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. North arrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
15. Location & elevation(s) of 100-year flood zone per FEMA Flood Insurance Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
16. Plan and deed references	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
17. The following notes shall be provided:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Purpose of plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Existing and proposed use	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Water supply source (name of provider (company) if offsite)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. Zoning variances/special exceptions with conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
e. List of required permits and permit approval numbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. Vicinity sketch showing 1,000 feet surrounding the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. Plan index indicating all sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
18. Boundary of entire property to be subdivided	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
19. Boundary monuments	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Monuments found	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Map number and lot number, name addresses, and zoning of all abutting land owners	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Monuments to be set	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
20. Existing streets:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Name labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Status noted or labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Right-of-way dimensioned	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. Pavement width dimensioned	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
21. Municipal boundaries (if any)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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Application Checklist

Barrington Subdivision Regulations

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

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

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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)	<input type="checkbox"/>	<input type="checkbox"/>		
2. Stormwater management report	<input type="checkbox"/>	<input type="checkbox"/>		
3. Traffic impact analysis	<input type="checkbox"/>	<input type="checkbox"/>		
4. Environmental impact assessment	<input type="checkbox"/>	<input type="checkbox"/>		
5. Hydrogeologic study	<input type="checkbox"/>	<input type="checkbox"/>		
6. Fiscal impact study provided	<input type="checkbox"/>	<input type="checkbox"/>		
7. Calculation of permitted housing density (for Conservation Subdivisions only as required in Article 6 of the Barrington Zoning Ordinance)	<input type="checkbox"/>	<input type="checkbox"/>		
8. Site Inventory and Conceptual Development Plan (from preliminary Conservation Subdivision review only)	<input type="checkbox"/>	<input type="checkbox"/>		

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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 - Journey Baptist Church

Case Number: _____

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

Zoning District(s): Town Center

Owner (s): Rob Willis, Pastor, The Journey Baptist Church

Address of Owner(s): 124 Milton Road, Rochester, NH 03867

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 Rob Willis 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.

Sammy W. Grier for Owner

Signature of Owner/Applicant

LAND USE OFFICE 4/15/15

Date

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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 GILK of LOWES & BEACH ENGINEERS to whom all communications to the subdivider may be addressed with any proceedings arising out of the agreement herein.

Signature of Owner: Randy W. Gilk for owner

Signature of Developer: _____

Technical Review Signatures: _____

Town Engineer/Planner Approval Signature: _____ 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.

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(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



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **RESTORATION CHURCH, ASSEMBLY OF GOD, f/k/a ASSEMBLY OF GOD CHRISTIAN WORSHIP CENTER**, a New Hampshire non-profit corporation, with a mailing address of P. O. Box 1664, City of Dover, County of Strafford, and State of New Hampshire 03821-1664

for consideration paid, grant to **THE JOURNEY BAPTIST CHURCH**, a New Hampshire non-profit corporation, with a principal address of 124 Milton Road, City of Rochester, County of Strafford, and State of New Hampshire 03867

with Warranty Covenants

A certain parcel of land with the buildings thereon, situated on the southeasterly side of N.H. Route 125 in Barrington, Strafford County and State of New Hampshire, being Lot #2 as shown on a plan of land entitled "Subdivision Plan, Land of Dover Federal Savings & Loan, Barrington, N.H., dated August 12, 1977, Frederick E. Drew, R.L.S.", a copy of which is recorded in the Strafford County Registry of Deeds, and bounded and described as follows:

Beginning at an iron pipe in the southeasterly sideline of N. H. Route 125, said pipe also being at the junction of the southwesterly corner of the herein described premises with the northwesterly corner of land now or formerly of Warren A. Boyle; thence N 28° 02' E by said highway, a distance of one hundred ninety-three and eighty-one hundredths (193.81) feet to a concrete bound marked "NHHD"; thence N 23° 58' E by said highway, a distance of ninety-seven and nineteen hundredths (97.19) feet to a marker at the southwesterly corner of Lot #1; thence S 65° 28' E by Lot #1, a distance of three hundred eighty-two and no hundredths (382.00) feet to a marker at land of Barrington East Condominium; thence S 28° 22' W by land of said Condominium, a distance of three hundred ninety-one and no hundredths (391.00) feet to land now or formerly of Waldron B. Haley; thence N 50° 17' W by land of said Haley and land of said Boyle, a distance of three hundred eighty and no hundredths (380.00) feet to the point of beginning. Containing 2.931 acres, more or less.

Together with the right to use in common with Dover Federal Savings & Loan Association, its successors and assigns, the roadways shown over Lot #1 on the aforesaid plan for ingress and egress to the above described premises, and the right to use in common with said Dover Federal Savings & Loan Association, its successors and assigns, and the owners of Barrington East Condominium, their heirs and assigns, the right of way to and from Lot #1 to N. H. Route 125.

MEANING AND INTENDING to describe and convey the same premises conveyed from Assembly of God Christian Worship Center, formerly known as Dover Assembly of God Church, to Assembly of God Christian Worship Center, by Quitclaim Deed dated November 14, 2005, and recorded in the Strafford County Registry of Deeds at Book 3342, Pages 396-398.

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This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2, VII (Religious Organization under §501 (c) (3) of the Internal Revenue Code).

IN WITNESS WHEREOF, we have hereunto set our hands.

RESTORATION CHURCH, ASSEMBLY
OF GOD, a NH non-profit corporation

Dated: April 10, 2013

Nathan Gagne
By: Nathan Gagne
Its: Senior Pastor, duly authorized

RESTORATION CHURCH, ASSEMBLY
OF GOD, a NH non-profit corporation

Dated: April 9¹⁰, 2013

Jonathan Martell
By: Jonathan Martell (Print Name)
Its: Secretary/Treasurer, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

Personally appeared the above-named Nathan Gagne, as Senior Pastor of the Restoration Church, Assembly of God, on behalf of the corporation, and acknowledged that he/she freely and voluntarily signed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Before me,

DATED: April 10, 2013

Christopher T. Regan
Name: Christopher T. Regan
Notary Public - Justice of the Peace
My Commission Expires:
CHRISTOPHER T. REGAN
Notary Public - New Hampshire
Justice of the Peace
My Commission Expires 8/22/2017

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

Personally appeared the above-named Jonathan Martell, as Secretary/Treasurer of the Restoration Church, Assembly of God, on behalf of the corporation, and acknowledged that he/she freely and voluntarily signed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Before me,

DATED: April 10, 2013

Justine N. McKechnie
Name: Justine N. McKechnie
Notary Public - Justice of the Peace
My Commission Expires:
JUSTINE N. McKECHNIE
Notary Public
My Commission Expires May 9, 2017

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TEMPORARY CONSTRUCTION EASEMENT

The Journey Baptist Church, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Grantor"), for consideration paid, grants to **The Three Socios, LLC**, a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 (the "Grantee") (Grantor and Grantee are referred to herein collectively as the "Parties" and individually as a "Party") with QUITCLAIM COVENANTS, the following rights and easements:

A temporary non-exclusive right and easement over, across, upon, and through portions of certain property of the Grantor situated in Barrington, Strafford County, New Hampshire identified as "20' Wide Temporary Construction Easement" and "40' Wide Temporary Construction Easement" on a plan entitled "Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH" dated _____, prepared by Jones & Beach Engineers, Inc. and recorded in the Strafford County Registry of Deeds as Plan # _____ (the "Plan"), subject to the terms and conditions hereinafter set forth (collectively, the "Easement Area").

Grantee (and its contractors, agents, employees, materialmen and laborers) shall have a non-exclusive right and easement to enter onto, use and modify said 20' Temporary Construction Easement for purposes of (i) construction of a sidewalk to facilitate pedestrian traffic between the Church Lot and the Three Socios Lot, and (ii) installing underground water lines and related equipment. Grantee (and its contractors, agents, employees, materialmen and laborers) shall have a non-exclusive right and easement to enter onto, use and modify said 40' Temporary Construction Easement for purposes of construction of a driveway to facilitate vehicular traffic between the Church Lot and the Three Socios Lot. Such construction and installation may include, without limitation, trenching, excavation, grading, leveling, compaction and other similar site preparation of the Easement Area. Grantee is further granted the temporary right to enter onto other areas of the Church Lot as may be necessary or convenient to facilitate the construction and improvements within the Easement Area; provided that such construction work be expeditiously pursued and conducted in a good and workmanlike manner, in accordance with applicable laws and a mutually agreeable construction timetable and shall not unreasonably interfere with the ongoing operations of the Church. Grantee shall provide reasonable advance notice, being a minimum of 24 hours, to Grantor prior to shutting off the water to the church building during any period of construction and shall use reasonable efforts, whenever possible, to limit the shutoffs to those hours of the day and days of the week when the Church is not in

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operation.

The temporary construction easement granted herein shall terminate automatically upon material completion of the construction of the improvements within the Easement Area. Upon termination, the Grantee, shall, at the request of the Grantor, grant to Grantor, its successors and assigns, a release deed as to the easement rights to be terminated, for recording in the Strafford County Registry of Deeds.

Grantee shall indemnify Grantor against all liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable legal fees and expenses for or arising from any injuries to persons or property caused by the acts or omissions of Grantee or its contractors, agents, employees, materialmen and/or laborers while on the Church Lot, and shall repair and restore any areas damaged or disturbed on the Church Lot caused by Grantee or its contractors, agents, employees, materialmen and/or laborers (except with respect to modifications intended by, and resulting from, Grantee's work).

DATED this _____ day of _____, 2014.

THE JOURNEY BAPTIST CHURCH

By: _____
Name: _____
Title: _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____; the duly authorized _____ of The Journey Baptist Church known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public
My commission expires

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THE THREE SOCIOS, LCC

By: _____
Name: _____
Title: _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Three Socios, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public
My commission expires

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ACCESS EASEMENT

The Three Socios, LLC, a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 (hereinafter referred to as the "Grantor"), for consideration paid, grants to **The Journey Baptist Church**, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Grantee"), with QUITCLAIM COVENANTS, a perpetual and non-exclusive easement to pass and repass over a portion of the property of Grantor known as Barrington Tax Map 238, Lot 4 (the "Three Socios Lot"), which abuts certain property owned by Grantee known as Barrington Tax Map 235, Lot 83 (the "Church Lot"), said easement being shown as "40.00' Access Easement in Favor of Tax Map 235, Lot 83, 12,861 SF" on a plan entitled "Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH" dated _____, prepared by Jones & Beach Engineers, Inc. and recorded in the Strafford County Registry of Deeds as Plan # _____ (the "Easement Area").

A. PURPOSE. The purpose of this Easement is to provide the Grantee, their guests and invitees the right to access the Church Lot by foot, cars, trucks, and other motor vehicles typically driven on public roadways to and from Route 125. Any other uses of the Easement Area not specifically set forth herein are subject to obtaining Grantor's prior written approval, which may be withheld at its sole discretion.

B. COMMENCEMENT DATE/TERMINATION. The obligations of the parties under this Easement Deed shall commence upon Grantee's receipt of all final unappealable permits and approvals necessary for the Grantor's proposed development of the Three Socios Lot in its sole discretion, and Grantor's election to proceed with said development, failing either of which Grantor is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Access Easement on behalf of the parties. Notwithstanding anything in this Agreement to the contrary, the Easement granted herein shall automatically terminate if the Church Lot is used as a gas station and/or convenience store.

C. MAINTENANCE OF EASEMENT AREA. The Grantor shall be responsible, at its sole cost and expense, to maintain and repair the Easement Area, including the landscaping located therein, except for damage caused by the negligence or willful misconduct of the Grantee, for which Grantee shall be solely responsible. All work shall be performed in a good

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workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Notwithstanding the foregoing, the Grantee shall promptly repair any damage to the Easement Area that is caused by or results from the exercise of its rights pursuant to this Easement, reasonable wear and tear excepted.

D. COMPLIANCE WITH LAW. The Grantee shall use, possess and repair the Easement Area in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations, and in accordance with any and all federal, state and local permits and approvals.

E. INDEMNIFICATION/INSURANCE. The Grantee shall indemnify and hold the Grantor harmless from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with the Grantee's use of the Easement Area, including the use of the Easement Area by the Grantee's guests and invitees, unless such damage, injuries, losses, expenses, fees and costs were caused by the gross negligence or willful misconduct of the Grantor.

The Grantee shall procure and maintain in full force and effect general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Easement Area to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000 for any one occurrence. Any policy of insurance provided for in this paragraph shall name Grantor as insured as its interests may appear, and, upon demand by the Grantor, the Grantee shall provide the Grantor with a certificate evidencing the fact that such insurance has been obtained. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Grantor. The failure to maintain such insurance shall permit the Grantor to terminate this Easement, following written notice to the Grantee, and a failure to procure such insurance for a period not to exceed thirty (30) days.

F. BINDING EFFECT. The rights, duties and obligations of the Grantor and Grantee are binding upon their respective heirs, executors, administrators, successors and assigns.

G. BENEFITTED PARCEL. The easement herein granted runs to the benefit of the Church Lot more particularly described in a Warranty Deed dated April 10, 2013 and recorded in the Strafford County Registry of Deeds at Book 4116, Page 404 and shall be held by the Grantee, its successors and assigns, as appurtenant to the Church Lot.

H. BURDENED PARCEL. The Three Socios Lot more particularly described in a Fiduciary Deed dated July 6, 2011 and recorded in the Strafford County Registry of Deeds at Book 3937, Page 522 shall hereinafter be subject to the Easement created hereby as an encumbrance thereon.

[Signature Page Follows]

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DATED this _____ day of _____, 2014.

THE JOURNEY BAPTIST CHURCH

By: _____
Name: _____
Title: _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Journey Baptist Church known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public
My commission expires

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THE THREE SOCIOS, LCC

By: _____
Name: _____
Title: _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Three Socios, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public
My commission expires

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WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is entered into this ____ day of _____, 2014 by **The Three Socios, LLC**, a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 ("Three Socios") and **The Journey Baptist Church**, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Church").

WHEREAS, Three Socios 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").

WHEREAS, the Church owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 125 known as Tax Map 235, Lot 83 (the "Church Lot"), which is adjacent to the Three Socios Lot. The Three Socios Lot and the Church Lot are sometimes referred to herein individually as a "Parcel," and each of Three Socios and the Church are sometimes referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Three Socios 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 Three Socios' sole discretion that has been properly permitted and approved by the appropriate governmental authorities (the "Development").

WHEREAS, Three Socios intends to install a water supply well, underground pipes and related equipment on the property owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14 (see Well and Water Line Easement recorded at Strafford County Registry of Deeds Book 4163, Page 317) (collectively the "Well") and a pump house, underground pipes and related equipment (collectively the "Pump House") on the property owned by George Tsoukalas known as Barrington Tax Map 238, Lot 7 to supply potable water to (i) the Three Socios Lot; (ii) the Church Lot; (iii) the lot known as Town of Barrington Tax Map 238, Lot 7; and (iv) any other lots that Three Socios so desires (the "Served Lots") (the Well, Pump House and pipes and related

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equipment providing water to the Served Lots are collectively referred to herein as the "Water System").

NOW, THEREFORE, in consideration of the premises, the mutual undertakings contained herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Three Socios and the Church agree as follows:

1. Construction.

A. Three Socios 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 Church Lot. Three Socios shall be entitled to inspect the existing plumbing on the Church Lot prior to the construction of the Water System and shall not be responsible for any pre-existing defects or damage identified, which shall remain the sole responsibility of the Church. Upon connection of the Church Lot to the Water System, Three Socios shall be entitled to re-inspect the plumbing, and shall be solely responsible for any replacement and/or repairs to the Church's plumbing required as a result of the connection to Water System which are unrelated to any pre-existing defect or damage. Three Socios shall be solely responsible for the expense of any replacement and/or repairs of any pre-existing underground piping across or through the Church Lot that is used for connection to the Water System required solely as a result of the connection to the Water System and which are unrelated to any pre-existing defect or damage. Thereafter, Three Socios shall have no further responsibility for any modifications, alterations, or replacements of the Church's plumbing. Three Socios agrees to perform such work in a good and workmanlike manner in compliance with applicable state and local building codes (including the International Plumbing Code (IPC), 2009 version or such other plumbing code that may be subsequently adopted by the State of New Hampshire or the Town of Barrington, as in effect and applicable at the time of such construction or repair, provided however, that nothing herein shall be construed to require Three Socios to upgrade any of the Church's plumbing to comply with such code(s) to the extent the Church's plumbing does not presently comply), and in accordance with a mutually agreeable construction timetable. Recognizing that the Church requires a regular and constant supply of water, Three Socios shall provide reasonable advance notice to the Church prior to shutting off the water to the church building during any period of construction and shall use reasonable efforts, whenever possible, to limit the shutoffs to those hours of the day and days of the week when the Church is not in operation.

B. Upon full installation and connection of the Water System, the Church shall discontinue the use of the existing well and water supply serving the Church Lot and to obtain its water from the Water System. Three Socios shall be solely responsible for any costs and expenses required to discontinue the existing well and water supply on the Church Lot. The Church agrees not to construct or install any new wells on the Church Lot.

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C. Three Socios shall be solely responsible for all work related to the operation, maintenance and repair of the Water System, except that the Church shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that lie within the Church Lot unless caused by the negligence of Three Socios. Three Socios 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 the Church upon request. Notwithstanding the foregoing, the Church shall be responsible at its sole cost and expense for any monitoring and testing of water required on the Church Lot. If the Church's monitoring/testing indicates a problem with the water supply which is not evident in the wellhead monitoring/testing, the Church shall be responsible to obtain a diagnosis of the cause of such problem and shall provide a copy of such diagnosis to Three Socios. The Church shall be solely responsible to remedy the cause(s) of such problems that exist within the Church Lot, and Three Socios shall be solely responsible to remedy the cause(s) of such problems that exist outside of the Church Lot.

D. The Church shall be responsible to reimburse Three Socios its Share (as hereinafter defined) of Three Socios' actual documented expenses related to the maintenance, repair or replacement of the water pump or pumps that pump water for the Water System. As used herein, the Church'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. Except as provided in this Section 1.D., the Church shall not be responsible for any costs related to the operation, maintenance, repair or replacement of the Water System.

E. Three Socios shall supply reasonable quantities at reasonable pressure, but not less than the required amount of gallons per day as established by state and local building codes (including the currently mandated International Plumbing Code (IPC), 2009 version, or such other plumbing code that may be subsequently adopted by the State of New Hampshire or the Town of Barrington and is in effect and applicable at the time of such construction or repair), of potable water to the Church Lot from the Water System at no charge to the Church consistent with the Church's current consumption and any reasonable increase due to growth in the Church's congregation, as set forth in more specifically in Exhibit A hereto, as allowed by applicable permits and approvals for the Water System. As used herein, "potable" is defined as water free from impurities in quantities sufficient to cause disease as determined by the New Hampshire Department of Environmental Services or any other governmental body with regulatory authority over the Water System. It is understood that the Church's current water use is for consumption by employees, guests and invitees of the Church Lot as part of its customary church operations, including a kitchen, and that the use as set forth in Exhibit A will continue. If the Church's demand for water materially increases, Three Socios will use reasonable efforts to accommodate such increased demand, provided that such accommodations do not impose additional direct costs on Three Socios or conflict with the Water System's design and permit capacity. The Church shall not sell or otherwise supply water from the Water System to anyone other than the aforementioned persons.

F. Three Socios will indemnify, defend, and hold the Church (and its mortgagees) harmless from and against any claim, cost, damage, expense (including, without limitation, reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim for environmental cleanup costs resulting from the discharge, release or migration of Hazardous Materials (as defined below) by Three Socios on the Church Lot. As used herein, the term "Hazardous Materials" shall be deemed to refer to any oil, petroleum, friable asbestos, hazardous waste, hazardous material, or other waste or material regulated or limited by applicable federal, state, or local environmental laws or regulations. Three Socios shall in no way be liable for any loss, damage, or expense that the Church may sustain or incur by reason of any change, failure, interference, disruption, or unavailability in the supply of the water furnished to the Church Lot, unless caused by the negligence or willful misconduct of Three Socios, its officers, directors, agents, employees, licensees, contractors or invitees.

2. Commencement Date/Termination. Notwithstanding anything else in this Agreement, the obligations of the Parties under this Agreement shall commence upon Three Socios' receipt of all final unappealable permits and approvals necessary for the Development and Water System and Three Socios' election to construct the Development and Water System, failing which Three Socios is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Agreement on behalf of the Parties. If a public water supply becomes available to serve the Church Lot, the Church shall connect to such public water supply at Three Socios' sole cost and expense, and Three Socios shall no longer be obligated to supply water to the Church Lot. Upon drilling of the well(s) for the Water System but prior to the discontinuation by the Church of its existing well, Three Socios 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 Three Socios is unsatisfied with the results of such testing, in its sole discretion, Three Socios shall be entitled to terminate this Agreement and record a notice of termination in the Strafford County Registry of Deeds on behalf of the Parties.

3. No Barriers. Each Party covenants and agrees that it shall not erect barriers on its Parcel which would have the effect of impeding the use and maintenance of the Water System except to the extent necessitated to effectuate repairs within such area or as required by governmental authorities. Each party covenants and agrees that any improvements or subsequent replacements and/or alterations placed on or any portion or either Party's Parcel shall be constructed in a manner which shall not impede the use and maintenance of the Water System.

5. Runs with Land. This Agreement 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. Three Socios shall be entitled to assign the Water System and operation thereof to a third party subject to the Church's consent which consent shall not be unreasonably withheld.

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6. Miscellaneous.

(a) Cooperation. The Parties agree to execute and deliver all such other documents and to take any action that may be reasonably required to effectuate the transactions contemplated by this Agreement.

(b) No Partnership. Neither anything in this Agreement contained nor any acts of the parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties to this Agreement.

(c) Compliance with Law. The parties shall use, possess, and maintain the Water System in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations. Neither party shall 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.

(d) Remedies. If Three Socios, its successors or assigns defaults in its obligations hereunder and such default is not cured within 10 days after Three Socios receives written notice of such default from the Church (or such additional time as reasonably necessary to complete the cure provided that Three Socios is diligently pursuing the same), the Church may, but shall not be obligated to, remedy such default and shall be reimbursed by Three Socios together with interest from the date of disbursement at the prime rate as published by the Wall Street Journal and an administrative fee of Ten (10%) of the cost of the cure.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals as of the day and year first above written.

THE THREE SOCIOS, LLC

THE JOURNEY BAPTIST CHURCH

By: _____

By: _____

Its: _____

Its: _____

Duly Authorized

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Three Socios, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public

My commission expires

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the ____ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Journey Baptist Church known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public

My commission expires

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EXHIBIT A

Approximately 15,630 square foot church building with 300 seats.

[illegible]

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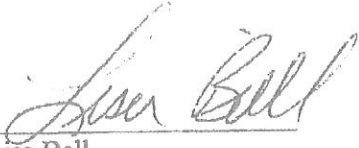
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Letter of Authorization

I, Lisa Ball, Journey Baptist Church, 124 Milton Road, Rochester, NH 03867, owner of property located in Barrington, NH, known as Tax Map 235, Lot 83, 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 125 (Calef Highway) 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



Lisa Ball
Journey Baptist Church



Date

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200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0009
Property Address: 35 EASTERN AVE UNIT 4

✓Mailing Address: MURCH JUDITH TRS MURCH REV LIV
TR
35 EASTERN AVE UNIT 4
BARRINGTON, NH 03825

Parcel Number: 235-0082 ✓
CAMA Number: 235-0082
Property Address: 6 EASTERN AVE

✓Mailing Address: DOVER FEDERAL SAVINGS BANK ATTN
JIM BRANNEN
633 CENTRAL AVE
DOVER, NH 03820

Parcel Number: 238-0004 ✓
CAMA Number: 238-0004
Property Address: 491 CALEF HWY

✓Mailing Address: THREE SOCIOS LLC
321D LAFAYETTE RD
HAMPTON, NH 03842

Parcel Number: 238-0007 ✓
CAMA Number: 238-0007
Property Address: 575 FRANKLIN PIERCE HWY

✓Mailing Address: TSOUKALAS GEORGE
PO BOX 684
BARRINGTON, NH 03825

Parcel Number: 238-0016-0021 ✓
CAMA Number: 238-0016-0021
Property Address: VILLAGE PLACE DR

Mailing Address: BARRINGTON VILLAGE PLACE LLC
7B EMERY LN
STRATHAM, NH 03885

Barrington Village Place
Homeowners Association
Joseph Falzone, officer
7B Emery Ln
Stratham NH 03885

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200' Abutters List Report

Barrington, NH
April 09, 2015

14086

Subject Property:

Parcel Number: 235-0083
CAMA Number: 235-0083
Property Address: 8 EASTERN AVE

✓ Mailing Address: THE JOURNEY BAPTIST CHURCH
PO BOX 707
BARRINGTON, NH 03825

Abutters:

Parcel Number: 235-0005 ✓
CAMA Number: 235-0005
Property Address: CALEF HWY

✓ Mailing Address: BARRINGTON PINES LLC
PO BOX 60
CTR STRAFFORD, NH 03815

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081
Property Address: EASTERN AVE

✓ Mailing Address: BARRINGTON EAST RD COMMON LAND

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0001
Property Address: 33 EASTERN AVE

✓ Mailing Address: GALLOWAY WILLIAM C
33 EASTERN AVE UNIT 1
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0002
Property Address: 33 EASTERN AVE UNIT 2

✓ Mailing Address: MELVIN ANNE H
33 EASTERN AVE UNIT 2
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0003
Property Address: 33 EASTERN AVE UNIT 3

✓ Mailing Address: OUELLETTE PAUL H
33 EASTERN AVE UNIT 3
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0004
Property Address: 33 EASTERN AVE UNIT 4

✓ Mailing Address: ODAY JAMES M & KAREN C
33 EASTERN AVE UNIT 4
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0005
Property Address: 33 EASTERN AVE UNIT 5

✓ Mailing Address: NELSON EVERETT WALKER WILISE
RENE
33 EASTERN AVE UNIT 5
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0006
Property Address: 35 EASTERN AVE UNIT 1

✓ Mailing Address: HEROLD GREGG G
35 EASTERN AVE UNIT 1
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0007
Property Address: 35 EASTERN AVE UNIT 2

Mailing Address: LOCWIN NINA
35 EASTERN AVE UNIT 2
BARRINGTON, NH 03825

Parcel Number: 235-0081 ✓
CAMA Number: 235-0081-0008
Property Address: 35 EASTERN AVE UNIT 3

✓ Mailing Address: NELSON CYNTHIA
35 EASTERN AVE UNIT 3
BARRINGTON, NH 03825



www.cai-tech.com

4/9/2015

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.

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