JONES & BEACH ENGINEERS, INC.

85 Portsmouth Avenue Post Office Box 219 Stratham, NH 03885 Telephone: (603) 772-4746 Fax: (603) 772-0227

Post Office Box 484 Alton, NH 03809 jbe@jonesandbeach.com www.jonesandbeach.com

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)

F:\Land Projects 3\14084-BARRINGTON-ROUTE-9-TSOULAKAS-SITE-TROPIC-STAR\WORD FILES\Application 2015\Cover Letter.doc

Project ApplicationLand Use Department

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

Case Number:	se Number: Project Name:				Date		
	Staff Signature req	uired PRIOR to submittal					
PRELIMINARY APPLICATION:	Preliminary Conceptual Revi	iew Design Review	w Develo	pment of Regiona	al Impact		
FORMAL APPLICATION: Subdivision Type: Major Site Plan Review: Major	Minor Convention	nal Conse	rvation				
Conditional Us Change of Use Amendment to	e Permit Sign Permit Extension for Site Plan Approx	it Boundary L an or Subdivision Comp oval Other	ine Adjustmen letion				
Project Name: PROPOSED SIT	CE PLAN - MILO'S PIZZA	& GRILL	Are	a (Acres or S.	F)		
Project Address: 575 F	RANKLIN PIERCE HIGHWA	Y, BARRINGTON, NH	03825				
Project Name: FROPOSED SET STATE Project Address: 575 E Current Zoning District(s): Request:	TOWN CENTER	Map(s) _	238	Lot(s)	7		
Request:							
The property owner shall designate an agent agenda, recommendations, and case reports,	for the project. This person (the app and will communicate all case infor all contacts for this project will be	nation to other parties as requ	ired.	and public hearings,	will receive the		
Owner: George Tsoukal					<u>. </u>		
Company							
Phone: Address: PO Box 684, Barrin	Fax:		_ E-mail:				
Applicant (Contact): Same as A Company Phone: Address:	Fax:				-		
Company							
Phone: Address:	Fax:		_ E-mail:				
Architect:							
Company	Fax:		E mail:				
Phone:Address:	rax.		_ E-man				
Engineer: Barry W. Gier, P. Company Jones & Beach Eng							
Company Jones & Beach Eng Phone: (603) 772-4746 Address: PO Box 219, Stratha	Fax: (603)	772-0227	E-mail: bg:	ier@jonesandb	each.com		
Folly W. Jan Jok & Owner Signature	MENER Elling Applicant	Signature	Erontic				
Staff Signature							

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				
	ee Section I & II See Sections I & II See Sections I, II, III, IV & V				
		Provided	NA		
_	ection I.				
	eneral Requirements		,		
1.		X			
2.	Complete abutters list	X			
3.	Payment of all required fees	X			٠.
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	X			
	checklist				
5.	Copies of any proposed easement deeds, protective covenants or other legal	X			
Ļ	documents	<u> </u>	<u> </u>		
	Any waiver request(s) submitted with justification in writing	X			<u> </u>
7.	7	X			
8.	1-	X		<u> </u>	
	ection II. eneral Plan Information				
1.	Size and presentation of sheet(s) per registry requirements and the subdivision regulations	X			
2.		X			
	a. Drawing title	X			
	b. Name of subdivision		X		
	c. Location of subdivision	X			
	d. Tax map & lot numbers of subject parcel(s)	X		·	

e. Name & address of owner(s)	X			
f. Date of plan	X			
g. Scale of plan	X			
h. Sheet number	X			
i. Name, address, & telephone number of design firm	X			
j. Name and address of applicant	X			
Revision block with provision for amendment dates	X			
4. Planning Board approval block provided on each sheet to be recorded	X			
5. Certification block (for engineer or surveyor)	X			
6. Match lines (if any)		X		
7. Zoning designation of subject parcel(s) including overlay districts	X			
8. Minimum lot area, frontages & setback dimensions required for district(s)	X			
List Federal Emergency Management Agency (FEMA) sheet(s) used to	X			
identify100-year flood elevation, locate the elevation		_		
10. Note the following: "If, during construction, it becomes apparent that deficiencies	X			
exist in the approved design drawings, the Contractor shall be required to correct	12.07	اتا		•
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	X			
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."	. □			\dashv
12. Note identifying which plans are to be recorded and which are on file at the town.	X.			_
Note the following: "All materials and methods of construction shall conform to Town of Barrington Subdivision Regulations and the latest edition of the New	X			
Hampshire Department of Transportation's Standard Specifications for Road &				
Bridge Construction."				
14. North arrow	X			
15. Location & elevation(s) of 100-year flood zone per FEMA Flood Insurance Study		X		
16. Plan and deed references	X			
17. The following notes shall be provided:	X			$\overline{}$
a. Purpose of plan	X			-
b. Existing and proposed use	X			
c. Water supply source (name of provider (company) if offsite)	X		-	
d. Zoning variances/special exceptions with conditions		X	_	
e. List of required permits and permit approval numbers				\dashv
f. Vicinity sketch showing 1,000 feet surrounding the site	X		-	\dashv
g. Plan index indicating all sheets				
18. Boundary of entire property to be subdivided			\rightarrow	
19. Boundary monuments			-	
a. Monuments found	X	H	-	
b. Map number and lot number, name addresses, and zoning of all abutting land	. 🛛			
owners c. Monuments to be set	X			\dashv
20. Existing streets:	X	늼	+	
	X			
	X		- +	
c. Right-of-way dimensioned	X			\dashv
d. Pavement width dimensioned			-	
21. Municipal boundaries (if any)		X		

			-
22. Existing easements (identified by type)		X	
A) Drainage easement(s)		X	
B) Slope easements(s)		X	
C) Utility easement(s)	X		
D) Temporary easement(s) (Such as temporary turnaround		X	
E) No-cut zone(s) along streams & wetlands (as may be requested by the F) Conservation Commission)		X	
G) Vehicular & pedestrian access easement(s)		X	
H) Visibility easement(s)		X	
I) Fire pond/cistern(s)		X	
J) Roadway widening easement(s)		X	
K) Walking trail easement(s)		X	
a) Other easement(s) Note type(s) Waterline	X		
23. Designation of each proposed lot (by map & lot numbers as provided by the			
assessor)			· ·
24. Area of each lot (in acres & square feet):	X		
a. Existing lot(s)	×		
b. Contiguous upland(s)	X		
25. Wetland delineation (including Prime Wetlands):		X	
a. Limits of wetlands		X	
b. Wetland delineation criteria		X	
c. Wetland Scientist certification		X	
26. Owner(s) signature(s)	X		
27. All required setbacks	X		
28. Physical features	X		
a. Buildings	X		
b. Wells	X		
c. Septic systems	X		
d. Stone walls	X		
e. Paved drives	X		
f. Gravel drives	X		
29. Location & name (if any) of any streams or water bodies		X	
30. Location of existing overhead utility lines, poles, towers, etc.	X		
31. Two-foot contour interval topography shown over all subject parcels		1	
32. Map and lot numbers, name, addresses, and zoning of all abutting land owners	<u> </u>		
Section III			
Proposed Site Conditions Plan (Use Sections I General Requirements & Section II General Plan Information)			
Surveyor's stamp and signature by Licensed Land Surveyor			
Proposed lot configuration defined by metes and bounds			
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				
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	1			
10. 4K affluent areas with 2 test pit locations shown with suitable leaching areas	Ī	i		
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			\neg	
 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 		0		
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	X			
Typical cross-section of roadway		X		
Typical driveway apron detail		X		
3. Curbing detail		X		\neg
4. Guardrail detail		X		
5. Sidewalk detail		X		
6. Traffic signs and pavement markings		X		\neg
7. Drainage structure(s):				\dashv
8. Outlet protection riprap apron		X		
9. Level spreader		X	-+	
10. Treatment swale				
11. Typical section at detention basin		X	\neg	$\overline{}$
12. Typical pipe trench		X	-	
13. Fire protection details		X	-	ᅱ
14. Erosion control details:		X	\dashv	\dashv
15. Construction Notes		X	-	
a. Construction sequence		X		\dashv
b. Erosion control notes		X	-	
c. Landscaping notes		X	-	
d. Water system construction notes			+	\dashv
e. Sewage system construction notes			-+	
f. Existing & finish centerline grades		X	-+	\dashv
g. Proposed pavement - Typical cross-section		X		\dashv
h. Right-of-way and easement limits			-	\dashv
i. Embankment slopes			+	\dashv
j. Utilities		X		\neg

Section	V			
	ing Documentation If Required			
	ulation of permitted housing density (for Conservation Subdivisions only as		X	
	red in Article 6 of the Barrington Zoning Ordinance)			
	nwater management report		X	
	c impact analysis		X	
4. Envi	onmental impact assessment		X	
5. Hydr	ogeologic study		X	-
6. Fisca	l impact study provided		X	
7. Calc	ulation of permitted housing density (for Conservation Subdivisions only as		X	
requ	red in Article 6 of the Barrington Zoning Ordinance)			
8. Site	nventory and Conceptual Development Plan (from preliminary Conservation		X	
Sub	livision 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):
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 Jam W. Got The General Employees 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.
Fally W. Cien Fox Consider Troughous 4/15/15
Signature of Owner/Applicant Date

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 of Subst Ener to Grant to whom all communications to the subdivider may be addressed with any proceedings arising out of the agreement herein.

Signature of Owner: The first to Grant Teachers

Signature of Owner. France Issuer.

Signature of Developer:

Technical Review Signatures:

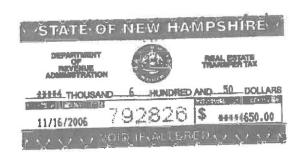
Town Engineer/Planner Approval Signature: Who have the two at the owners, by the filing of this application as indicated above, hereby give permission for any member of the Barrington Planning Board, the Town Engineer, The Conservation Commission and such agents or employees of the Town or other persons 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



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.

BK3460P60412

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

STATE OF NEW HAMPSHIRE COUNTY OF STRAFFORD

On the 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:

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 47,372 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.
- Grantee shall be solely responsible for all work related to the operation, C. 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. <u>COMMENCEMENT/TERMINATION</u>. 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. <u>RELOCATION</u>. 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. <u>COMPLIANCE WITH LAW</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>TEMPORARY WATER LINE CONSTRUCTION EASEMENT</u>. 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. <u>RUNS WITH THE LAND</u>. 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, th	his Agreement has been executed this day of
	George Tsoukalas
ρ.	
STATE OF NEW HAMPSHIRE	-
The foregoing instrument was	s acknowledged before me this day of eorge Tsoukalas.
	Notary Public/Justice of the Peace
	THE THREE SOCIOS, LLC
	By: Name: Duly Authorized
STATE OF NEW HAMPSHIRE COUNTY OF	_
2014 hv	as acknowledged before me this day of, the o
The Three Socios, LLC, on behalf of	of the limited liability company.
	Notary Public/Justice of the Peace

EASEMENT

EASEMENT, made this day 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.

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Witness		Grantor
		/ *
		(Tookele
Witness	18	Grantee
*		
	23	*
Witness	_	Grantee

Letter of Authorization

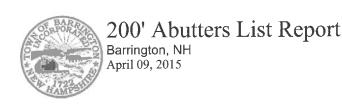
I, George Tsoukalas, PO Box 684, Barrington, NH 03824, owner of property located in Barrington, NH, known as Tax Map 238, Lot 7, do hereby authorize Jones & Beach Engineers, Inc., PO Box 219, Stratham, NH, to act on my behalf concerning the previously mentioned property. The parcel is located on NH Route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

George Tsoukalas

Date



Subject Property:

Parcel Number:

238-0007~

CAMA Number:

238-0007

Property Address: 575 FRANKLIN PIERCE HWY

Mailing Address:

TSOUKALAS GEORGE

PO BOX 684

BARRINGTON, NH 03825

Abutters:

Parcel Number: CAMA Number:

235-0081~

Property Address: EASTERN AVE

235-0081

Parcel Number: CAMA Number: 235-0081 235-0081-0001

Property Address: 33 EASTERN AVE

Parcel Number:

235-0081

CAMA Number:

235-0081-0002 Property Address: 33 EASTERN AVE UNIT 2

Parcel Number:

235-0081

CAMA Number:

235-0081-0003

Property Address: 33 EASTERN AVE UNIT 3

Parcel Number:

235-0081

CAMA Number:

235-0081-0004

Property Address:

33 EASTERN AVE UNIT 4

Parcel Number:

235-0081 235-0081-0005 CAMA Number:

Property Address: 33 EASTERN AVE UNIT 5

Parcel Number:

235-0081 /

CAMA Number:

235-0081-0006

Property Address: 35 EASTERN AVE UNIT 1

Parcel Number:

235-0081

CAMA Number:

235-0081-0007

Property Address: 35 EASTERN AVE UNIT 2

Parcel Number: CAMA Number: 235-0081~ 235-0081-0008

Property Address: 35 EASTERN AVE UNIT 3

Parcel Number:

235-0081

CAMA Number:

235-0081-0009

Property Address: 35 EASTERN AVE UNIT 4

Mailing Address: BARRINGTON EAST RD COMMON LAND

Mailing Address:

GALLOWAY WILLIAM C 33 EASTERN AVE UNIT 1

BARRINGTON, NH 03825

Mailing Address:

MELVIN ANNE H

33 EASTERN AVE UNIT 2 BARRINGTON, NH 03825

Mailing Address:

OUELLETTE PAUL H

33 EASTERN AVE UNIT 3

BARRINGTON, NH 03825

Mailing Address:

ODAY JAMES M & KAREN C

33 EASTERN AVE UNIT 4

BARRINGTON, NH 03825

Mailing Address:

NELSON EVERETT WALKER WILISE

RENE

33 EASTERN AVE UNIT 5 BARRINGTON, NH 03825

Mailing Address:

HEROLD GREGG G

35 EASTERN AVE UNIT 1

BARRINGTON, NH 03825

Mailing Address: LOCWIN NINA

35 EASTERN AVE UNIT 2

BARRINGTON, NH 03825

Mailing Address: **NELSON CYNTHIA**

35 EASTERN AVE UNIT 3 BARRINGTON, NH 03825

Mailing Address:

MURCH JUDITH TRS MURCH REV LIV

35 EASTERN AVE UNIT 4 BARRINGTON, NH 03825





200' Abutters List Report

Barrington, NH April 09, 2015

Parcel Number: **CAMA Number:** 235-0083 235-0083

Parcel Number:

Property Address: 8 EASTERN AVE

238-0004 🗸

CAMA Number: Property Address: 491 CALEF HWY

238-0004

Parcel Number:

238-0005 ~

CAMA Number:

238-0005 Property Address: 495 CALEF HWY

Parcel Number:

238-0006

CAMA Number:

238-0006

Property Address: 581 FRANKLIN PIERCE HWY

Parcel Number:

CAMA Number:

238-0008 238-0008

Property Address: 565 FRANKLIN PIERCE HWY

Parcel Number: **CAMA Number:** 238-0016-0021 < 238-0016-0021

Property Address: VILLAGE PLACE DR

Parcel Number:

238-0037 ~ 238-0037

CAMA Number:

Property Address: 562 FRANKLIN PIERCE HWY

Parcel Number:

238-0038 🗸

CAMA Number: 238-0038

Property Address: 574 FRANKLIN PIERCE HWY

Parcel Number: **CAMA Number:**

4/9/2015

238-0039 238-0039

Property Address: 580 FRANKLIN PIERCE HWY

Mailing Address:

THE JOURNEY BAPTIST CHURCH

PO BOX 707

BARRINGTON, NH 03825

Mailing Address:

THREE SOCIOS LLC 321D LAFAYETTE RD HAMPTON, NH 03842

Mailing Address:

CALEF GEORGE & ARVILLA (2) 1/2 INT

IN ARVILLA/GEO LIV 35 MALLEGO RD

BARRINGTON, NH 03825

Mailing Address:

CREJV FIVE BRANCH HOLDINGS LLC

C/O RYAN PO BOX 460049

HOUSTON, TX 77056

Mailing Address:

MELVILLE TERRI & WILLIAM

173 ESTES RD

ROCHESTER, NH 03867

Mailing Address:

BARRINGTON VILLAGE PLACE LLC

7B EMERY LN

STRATHAM, NH 03885

Mailing Address:

HALEY LAWRENCE G 2908 FRENCH PL AUSTIN, TX 78722

BUSSIERE FREDERICK ANGEL Mailing Address:

BUSSIERE

9 COLONIAL WAY STEE BARRINGTON, NH 03825

Mailing Address:

COBALT PROPERTIES NH CORP

55 UNION ST STE 700

ST JOHN, NB, CANADA, E2L



BARRINGTON EAST RD COMMON LAND

BARRINGTON VILLAGE PLACE **7B EMERY LN** STRATHAM, NH 03885

BUSSIERE FREDERICK ANGEL BUSSIERE 9 COLONIAL WAY STEE BARRINGTON, NH 03825

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

COBALT PROPERTIES NH CORP 55 UNION ST STE 700 ST JOHN, NB, CANADA, E2L

CREJV FIVE BRANCH HOLDING C/O RYAN PO BOX 460049 HOUSTON, TX 77056

GALLOWAY WILLIAM C 33 EASTERN AVE UNIT 1 BARRINGTON, NH 03825

HALEY LAWRENCE G 2908 FRENCH PL AUSTIN, TX 78722

HEROLD GREGG G 35 EASTERN AVE UNIT 1 BARRINGTON, NH 03825

LOCWIN NINA 35 EASTERN AVE UNIT 2 BARRINGTON, NH 03825

MELVILLE TERRI & WILLIAM 173 ESTES RD ROCHESTER, NH 03867

MELVIN ANNE H 33 EASTERN AVE UNIT 2 BARRINGTON, NH 03825

MURCH JUDITH TRS MURCH REV LIV TR 35 EASTERN AVE UNIT 4 BARRINGTON, NH 03825 **NELSON CYNTHIA** 35 EASTERN AVE UNIT 3 BARRINGTON, NH 03825 **NELSON EVERETT** WALKER WILISE RENE 33 EASTERN AVE UNIT 5 BARRINGTON, NH 03825

ODAY JAMES M & KAREN C 33 EASTERN AVE UNIT 4 BARRINGTON, NH 03825

OUELLETTE PAUL H 33 EASTERN AVE UNIT 3 BARRINGTON, NH 03825 THE JOURNEY BAPTIST CHURC PO BOX 707 BARRINGTON, NH 03825

THREE SOCIOS LLC 321D LAFAYETTE RD HAMPTON, NH 03842

Étiquettes faciles à peler

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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

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