

# JONES & BEACH ENGINEERS, INC.

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Stratham, NH 03885  
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Fax: (603) 772-0227

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Alton, NH 03809  
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www.jonesandbeach.com

April 15, 2015

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

**RE: Proposed Site Plan - Barrington Village Place  
NH Route 9, Barrington, NH  
Tax Map 238, Lot 16.21  
JBE Project No. 14085**

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, Barrington Village Place, LLC. The intent of this project is to construct a proposed well with associated waterline piping and access to serve a non-community water supply. This project also includes the construction of a trail head and trail system.

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. Well and Water Line Easement.
5. Exhibit A - Well Easement.
6. Letter of Authorization from Owner of the Property.
7. Abutters List & Mailing Labels (3 sets).
8. Check in the amount of \$617.00 for review and notification fees.
9. Tax Map for Subject Parcel.
10. Six (6) reduced-size (11" x 17") plan sets.
11. 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)

F:\Land Projects 3\14085-BARRINGTON-ROUTE-9-BARRINGTON-VILLAGE-PLACE-TROPIC-STAR\WORD  
FILES\Application 2015\Cover Letter.doc

# Project Application

## Land Use Department

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

Case Number: \_\_\_\_\_ Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature required PRIOR to submittal

PRELIMINARY APPLICATION: Preliminary Conceptual Review \_\_\_\_\_ Design Review \_\_\_\_\_ Development of Regional Impact \_\_\_\_\_

### FORMAL APPLICATION:

Subdivision Type: Major \_\_\_\_\_ Minor \_\_\_\_\_ Conventional \_\_\_\_\_ Conservation \_\_\_\_\_  
Site Plan Review: Major \_\_\_\_\_ Minor \_\_\_\_\_  
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: SITE PLAN FOR MAP 238 LOT 16.21 Area (Acres or S.F) 29.914AC

Project Address: NH ROUTE 9

Current Zoning District(s): VILLAGE DISTRICT Map(s) 238 Lot(s) 16.21

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.

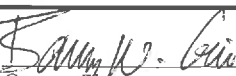
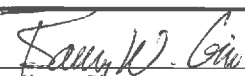
Owner: Barrington Village Place, LLC  
Company \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: 7B Emery Lane, Stratham, NH 03885

Applicant (Contact): James Mitchell  
Company The Three Socios, LLC  
Phone: (603) 926-7770 Fax: (603) 926-7770 E-mail: jmittchellsmre@gmail.com  
Address: 321D Lafayette Road, Hampton, NH 03842

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:   
Applicant Signature:   
Staff Signature: \_\_\_\_\_ Date: 4/17/15

# TOWN OF BARRINGTON - LAND USE DEPARTMENT

## PROJECT NARRATIVE

PROJECT NAME NON-COMMUNITY WATER SUPPLY WELL CASE FILE NUMBER

PROJECT LOCATION NH ROUTES 125 & 9, BARRINGTON, NH

DATE OF APPLICATION APRIL 15, 2015

Property Details: TAX MAP 238 LOT 16.21

Single-Family Residential Multi-Family Residential Commercial Industrial

Current Zoning: VILLAGE DISTRICT Lot Area Size 29.914 ACRES

Setbacks: Front 25' Side 20' Rear 20'

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 WELL TO SERVICE A NON-COMMUNITY WATER SYSTEM WITH A WELL EASEMENT. CONSTRUCTION TO INCLUDE ASSOCIATED WATERLINE AND ACCESS AS WELL AS A TRAIL SYSTEM CONNECTING EXISTING ON-SITE TRAILS TO THE WELL ACCESS, A 5-VEHICLE TRAIL HEAD IS TO BE CONSTRUCTED AS PART OF THIS PROJECT.

**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	
<b>Section I.</b>					
<b>General Requirements</b>					
1. Completed Application Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Complete abutters list	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Payment of all required fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. <u>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</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Any waiver request(s) submitted with justification in writing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Technical reports and supporting documents (see Sections IX & X of this checklist)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Completed Application Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Section II.</b>					
<b>General Plan Information</b>					
1. Size and presentation of sheet(s) per registry requirements and the subdivision regulations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Title block information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Drawing title	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Name of subdivision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Location of subdivision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Tax map & lot numbers of subject parcel(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**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"/>		

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) well & Waterline, Conservation	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Limits of wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Wetland delineation criteria	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Wetland Scientist certification	<input checked="" type="checkbox"/>	<input 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"/>		
<b>Section III</b>				
<b>Proposed Site Conditions Plan</b>				
<b>(Use Sections I General Requirements &amp; Section II General Plan Information)</b>				
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"/>		

**Application Checklist**
**Barrington Subdivision Regulations**

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"/>		
<b>Section IV</b>				
<b>Construction Detail Drawings</b>				
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"/>		

<b>Section V</b>					
<b>Supporting Documentation If Required</b>					
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"/>		



**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 - Barrington Village Place

Case Number: \_\_\_\_\_

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

Zoning District(s): Town Center

Owner (s): Barrington Village Place, LLC

Address of Owner(s): 7B Emery Lane, Stratham, NH 03885

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 Sam W. Gio 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.

Sam W. Gio For Owner 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 GILL of JOHN & BOB ENGINEERS to whom all communications to the subdivider may be addressed with any proceedings arising out of the agreement herein.

Signature of Owner: John W. Gill 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.

(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**



(Space Above this Line Reserved for Registry of Deeds)

### WARRANTY DEED

Frederick Drew, III and Cheryl Goscinski-Drew, being married to each other, of  
Barrington, New Hampshire

for consideration paid

grant to Barrington Village Place, LLC, a New Hampshire limited liability company of  
7B Emery Lane, Stratham, NH 03885

*with Warranty Covenants*

Two certain tracts or parcels of land situate on the northeasterly side of New Hampshire  
State Route 9, so-called, in Barrington, County of Stafford and State of New Hampshire  
being more particularly described as follows:

**Tract I:**

A certain tract of land with the buildings thereon, situated in the Town of Barrington,  
County of Strafford, State of New Hampshire bounded on the West by land now or  
formerly of Frederick E. Drew, on the North and East by land now or formerly of O.C.  
Brown and on the South by the State Highway leading from Dover to Concord;  
containing 20 acres, more or less.

**Tract II:**

Another tract of land with the buildings thereon situated in the Town of Barrington,  
County of Strafford, State of New Hampshire on the northerly side of the highway  
leading from Dover to Barrington Depot and described and bounded as follows:

On the easterly side by land now or formerly of Mrs. John R. Palmer; on the northerly  
side by land now or formerly of Charles Hayes; on the westerly side by land now or  
formerly of Austin Calef and on the southerly side by said highway.

This conveyance is made together with the benefit of a right of way created in deed at Book 2473, Page 706 and a right of way created in deed at Book 2527, Page 571, both in common with all others entitled thereto.

There is excluded herefrom and reserved to the grantors all right, title, and interest in and to that certain parcel of land located on the northerly side of Route 9 and shown as Map 15, Lot 28-2 on a plan of land entitled, "Subdivision Plan Barrington, Strafford County, New Hampshire Prepared for Frederick E. Drew III & Cheryl Goscinski-Drew" dated September 16, 2003, prepared by Orvis/Drew, LLC Land Surveying, Land Use Planning, Septic System Design, which parcel is depicted as TM238/L16.1 (VD) on plan of land entitled, "Subdivision Plan Land of George A. Calef Living Rev. Trust of 2008 (Tax Map 238, Lot 9.1) and A. Harlan Calef Rev. Trust (Tax Map 238, Lot 14) and Frederick Drew III & Cheryl Goscinski Drew (Tax Map 238, Lots 16 & 18) for Harbor Street Limited Partnership Franklin Pierce Highway Barrington, New Hampshire" which plan is dated May 14, 2012, prepared by Doucet Survey Inc. and recorded at the Strafford County Registry of Deeds as Plans 105-039, 105-040, 105-041, 105-042, and 105-043 ("Plan").

There is excluded herefrom and reserved to the grantors all right, title, and interest in and to that certain parcel of land shown as Area "A" on plan of land entitled, "Subdivision Plan Land of George A. Calef Living Rev. Trust of 2008 (Tax Map 238, Lot 9.1) and A. Harlan Calef Rev. Trust (Tax Map 238, Lot 14) and Frederick Drew III & Cheryl Goscinski Drew (Tax Map 238, Lots 16 & 18) for Harbor Street Limited Partnership Franklin Pierce Highway Barrington, New Hampshire" which plan is dated May 14, 2012, prepared by Doucet Survey Inc. and recorded at the Strafford County Registry of Deeds as Plans 105-039, 105-040, 105-041, 105-042, and 105-043. Area "A" contains 784,999 square feet of land (18.021 acres) more or less as shown on the Plan.

There is excluded herefrom and reserved to the grantors all right, title, and interest in and to that certain parcel of land shown as Map 15, Lot 28-1 on plan entitled "SitePlan /Subdivision Plan, Strafford County, New Hampshire. Prepared for Orvis Drew, LLC on Land of Frederick E. Drew III & Cheryl Goscinski-Drew" Dated March 8, 2000 by Orvis/Drew, LLC. S.C.R.D. Plan # 64-41, which parcel is depicted as TM238/Lot L15 (VD) on plan of land entitled, "Subdivision Plan Land of George A. Calef Living Rev. Trust of 2008 (Tax Map 238, Lot 9.1) and A. Harlan Calef Rev. Trust (Tax Map 238, Lot 14) and Frederick Drew III & Cheryl Goscinski Drew (Tax Map 238, Lots 16 & 18) for Harbor Street Limited Partnership Franklin Pierce Highway Barrington, New Hampshire" which plan is dated May 14, 2012, prepared by Doucet Survey Inc. and recorded at the Strafford County Registry of Deeds as Plans 105-039, 105-040, 105-041, 105-042, and 105-043.

Meaning and intending to describe and convey a portion of the first two tracts in the deed recorded at Book 1376, Page 219. Being a portion of the same premises described in deed to grantors dated February 5, 1999 and recorded at Book 2080, Page 109.

This is vacant land and is not homestead property.

EXECUTED as a sealed instrument this 12 day of April, 2013.

Frederick Drew, III  
Frederick Drew, III

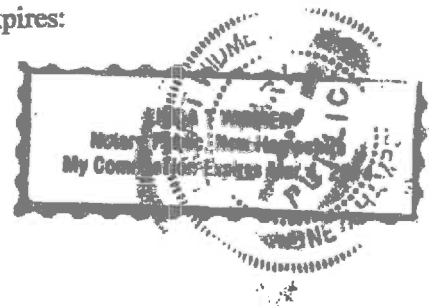
Cheryl Goscinski-Drew  
Cheryl Goscinski-Drew

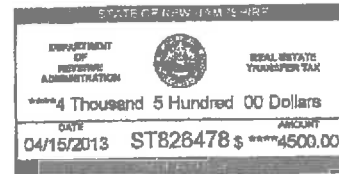
STATE OF NEW HAMPSHIRE

Strafford, ss.

On this 12<sup>th</sup> day of April, 2013, before me, the undersigned Notary Public/Justice of the Peace, personally appeared Frederick Drew, III and Cheryl Goscinski-Drew who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, for its stated purpose.

Linda T Widmer  
Notary Public/Justice of the Peace  
My Commission Expires:





(Space Above this Line Reserved for Registry of Deeds)

### WARRANTY DEED

Alberta M. Calef-St. Cyr, Trustee of the Alberta M. Calef-St. Cyr Living Revocable Trust of 2003, under Agreement of Trust dated June 13, 2003, of 535 Franklin Pierce Highway, Barrington, NH 03825; and

George A. Calef, Trustee of the A. Harlan Calef Revocable Trust, under Agreement of Trust dated January 12, 1998, of 9 Mallego Road, Barrington, NH 03825; and

George A. Calef and Arvilla T. Calef, Trustees of the George A. Calef Living Revocable Trust of 2008 under trust agreement dated May 21, 2008, of 9 Mallego Road, Barrington, NH 03825

for consideration paid

grant to Barrington Village Place, LLC, a New Hampshire limited liability company of 7B Emery Lane, Stratham, NH 03885

#### *with Warranty Covenants*

Two certain tracts or parcels of land situate on the northeasterly side of New Hampshire State Route 9, so-called, in Barrington, County of Strafford and State of New Hampshire more particularly described as follow:

#### Parcel One:

The D.L. Drew Lot, so-called, located in Barrington, County of Strafford and State of New Hampshire, bounded and described as follows:

On the North and West by Leroy Allen heirs and land now or formerly of Waldron B. Haley; on the East by land now or formerly of Fred E. Drew, Sr., heirs; on the South by land now or formerly of A. Harlan Calef, Roger L. Calef, Arlene Calef and Ruth L. Hutchinson. Containing 60 acres, more or less.

The D.L. Drew Lot is conveyed with the benefit of right of way, in common with other entitled thereto if any, created by reservation in deed recorded at Book 818, Page 344.

Meaning and intending to convey a 100% fee interest in Parcel One. Parcel One is described as Parcel II in deed from Alberta M. Calef St. Cyr to Alberta M. Calef St. Cyr, Trustee of the Alberta M. Calef St. Cyr Living Revocable Trust of 2003, under Agreement of Trust dated June 13, 2003, which deed, conveying a one-sixth interest in Parcel One, is dated June 13, 2003, recorded with the Strafford County Registry of Deeds at Book 2775, Page 954. A one-sixth interest in Parcel One was conveyed by deed from Linda L.C. Svenson, Trustee of the Arlene R. Calef Revocable Trust utd 10-7-2000 to Alberta M. Calef St. Cyr, Trustee of the Alberta M. Calef St. Cyr Living Revocable Trust, under Agreement of Trust dated June 13, 2003; and a one-sixth interest in Parcel One was conveyed by deed from Linda L.C. Svenson, Trustee of the Arlene R. Calef Revocable Trust utd 10-7-2000 to George A. Calef, Trustee of the A. Harlan Calef Revocable Trust uad January 12, 1998, the deed being dated September 13, 2007, recorded at Book 3576, Page 562. A one-half interest in Parcel One, is conveyed by deed of A. Harlan Calef to the A. Harlan Calef Revocable Trust uad January 12, 1998, being designated therein as Tax Map15, Lot 21, deed dated June 4, 1998, recorded at Book 2012, Page 183.

#### Parcel Two:

That certain tract or parcel of land situate on the northeasterly side of New Hampshire State Route 9, so-called, in Barrington, County of Stafford and State of New Hampshire shown as Map 238, Lot 9-1 on a plan entitled, "Subdivision Plat, Barrington, Strafford County, New Hampshire", prepared for A. Harlan Calef Revocable Trsut by Orvis/Drew, LLC dated July 19, 2005, and recorded in the Strafford County Registry of Deeds as Plan 82-45, being more particularly bounded and described as follows:

Beginning at a granite bound set at the southeasterly corner of land now or formerly of the A. Harlan Calef Revocable Trust and running along said now or formerly trust land N 45° 10' 15" E a distance of 150.00 feet to a capped rebar; thence continuing along said land now or formerly of the A. Harlan Calef Revocable Trust N 45° 10' 15" E a distance of 187.99 feet to a point at other land now or formerly of the A. Harlan Calef Revocable Trust and Albert Calef St. Cyr, thence running S 49° 14' 52" E along said Calef land a distance of 90.02 feet to a capped rebar set at other land of the A. Harlan Calef Revocable Trust; thence running S 45° 10' 15" W along other land of the A. Harlan Calef Revocable Trust a distance of 188.24 feet to a capped rebar set; thence continuing along said land of the A. Harlan Calef Revocable Trust S 45° 10' 15" W a distance of 150.00 feet to an iron pipe on the northeasterly sideline of New Hampshire State Route 9; thence running along N 49° 05' 37" W a distance of 90.00 feet to the point of beginning.

Meaning and intending to convey the same premises conveyed to George A. Calef and Arvilla T. Calef, Trustees of the George A. Calef Living Revocable Trust of 2008 by deed of George A. Calef, dated May 21, 2008, recorded with the Strafford County Registry of Deeds at Book 3646, Page 379.

The Grantor, Alberta M. Calef-St. Cyr, Trustee has no interest in Parcel Two described in this deed and is not granting an interest in said parcel by warranty covenant or otherwise.



The Grantor, George A. Calef, Trustee of the A. Harlan Calef Revocable Trust, under Agreement of Trust dated January 12, 1998, has no interest in Parcel Two described in this deed and is not granting an interest in said parcel by warranty covenant or otherwise. The Grantor, George A. Calef and Arvilla T. Calef, Trustees of the George A. Calef Living Revocable Trust of 2008 under trust agreement dated May 21, 2008, has no interest in Parcel One described in this deed and is not granting an interest in said parcel by warranty covenant or otherwise.

This is vacant land and is not homestead property.

EXECUTED as a sealed instrument this 9<sup>th</sup> day of ~~March~~<sup>APRIL</sup>, 2013.

George A. Calef Living Revocable Trust of 2008

George A. Calef - TRUSTEE  
By: George A. Calef  
Its: Trustee

STATE OF NEW HAMPSHIRE

Strafford, ss.

On this 9<sup>th</sup> day of ~~March~~<sup>April</sup>, 2013, before me, the undersigned Notary Public/Justice of the Peace, personally appeared George A. Calef, Trustee of the George A. Calef Living Revocable Trust of 2008, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose, and that he has the authority to act in that capacity.



Paula M. R. Blanchette  
Notary Public/Justice of the Peace  
My Commission Expires: 2/4/14

EXECUTED as a sealed instrument this 9<sup>th</sup> day of <sup>April</sup> ~~March~~, 2013. <sup>ATC</sup>

George A. Calef Living Revocable Trust of 2008

Arvilla T. Calef, Trustee  
By: Arvilla T. Calef  
Its: Trustee

STATE OF NEW HAMPSHIRE

Strafford, ss.

On this 9<sup>th</sup> day of <sup>April</sup> ~~March~~, 2013, before me, the undersigned Notary Public/Justice of the Peace, personally appeared Arvilla T. Calef, Trustee of the George A. Calef Living Revocable Trust of 2008, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, for its stated purpose, and that she has the authority to act in that capacity.



Paula M. R. Blanchette  
Notary Public/Justice of the Peace  
My Commission Expires: 2/4/14

EXECUTED as a sealed instrument this 9<sup>th</sup> day of <sup>APRIL</sup>~~March~~, 2013.

A. Harlan Calef Revocable Trust

George A. Calef TRUSTEE  
By: George A. Calef  
Its: Trustee

STATE OF NEW HAMPSHIRE

Strafford, ss.

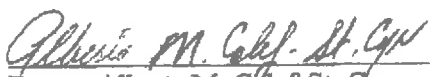
On this 9<sup>th</sup> day of <sup>April</sup>~~March~~, 2013, before me, the undersigned Notary Public/Justice of the Peace, personally appeared George A. Calef, Trustee of the A. Harlan Calef Revocable Trust, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose, and that he has the authority to act in that capacity.



Paula M. R. Blanchette  
Notary Public/Justice of the Peace  
My Commission Expires: 2/4/14

EXECUTED as a sealed instrument this 11 day of April, 2013.

Alberta M. Calef-St. Cyr Living Revocable Trust



By: Alberta M. Calef-St. Cyr

Its: Trustee

STATE OF FLORIDA

COUNTY OF Collier, ss.

On this 11<sup>th</sup> day of April, 2013, before me, the undersigned Notary Public, personally appeared Alberta M. Calef-St. Cyr, Trustee of the Alberta M. Calef-St. Cyr Living Revocable Trust, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, for its stated purpose, and that she has the authority to act in that capacity.





Notary Public

My Commission Expires: SEP 11 - 2016



Return to:  
Hinckley, Allen & Snyder  
150 Main St.  
Concord, NH 03301  
JLA



### WELL AND WATER LINE EASEMENT

This Declaration of Easement ("Declaration") is made this 9<sup>th</sup> day of September, 2013 by **Barrington Village Place, LLC**, a New Hampshire limited liability company having its principal office at 7B Emery Lane, Stratham, New Hampshire 03885 (hereinafter called the "Grantor") and **The Three Socios, LLC**, a New Hampshire limited liability company having its principal office at 321D Lafayette Road, Hampton, New Hampshire 03842 (the "Grantee").

### RECITALS

- A. Grantor owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 9 known as Tax Map 238, Lot 14 (the "Premises").
- B. 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").
- C. 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").
- D. Grantee seeks to install a water supply well and underground pipes on the Premises to supply potable water in Three Socios' sole discretion to (i) the Three Socios Lot; (ii) the lots known as Town of Barrington Tax Map 238, Lots 5 and 7 and Tax Map 235, Lot 83; and (ii) any other lots in the general vicinity that Three Socios so desires (collectively the "Grantee Lots").
- E. Grantor has agreed to allow the Grantee to install and maintain such Water System (as hereinafter defined) on the Premises to supply potable water to a pump house (the "Pump House") to be constructed on the adjacent lot owned by George Tsoukalas, known as Town of Barrington Tax Map 238, Lot 7, from which said water will be distributed to the Grantee Lots pursuant to separate easement agreements by and between

Three Socios and the owners of the respective Grantee Lots, to be recorded in the Strafford County Registry of Deeds.

TERMS

1. EASEMENT AREA. Grantor, for consideration paid, grants to the Grantee and its successors and assigns forever, with WARRANTY COVENANTS, the perpetual and exclusive right and easement over that portion of the Premises labeled "Proposed Well Easement Area" on drawing entitled "Exhibit 'A' - Well Easement, Barrington Village Place" dated July 11, 2013 and attached hereto as EX-A (the "Easement Area"), being more particularly bounded and described as follows:

Beginning at a point, at land now or formerly of George Tsoulakas, being the most westerly corner of land of the Grantor and currently indicated as Lot 14 on Town of Barrington Tax Map 238, said point also being the most westerly corner of the Easement Area,

Thence running Northeasterly, along land now or formerly of George Tsoulakas and land now or formerly of Barrington East Condominium, approximately 640 feet more or less, to a point;

Thence turning and running Southeasterly, across land of said Grantor, approximately 535 feet more or less, to a point;

Thence turning and running Southwesterly, across land of said Grantor, approximately 635 feet more or less, to a point, said point being the easterly corner of other land of Grantor at land now or formerly of Jason A. & Ellen Barrows;

Thence turning and running Northwesterly, along said land now or formerly of said Barrington Village Place, LLC, land now or formerly of Joseph A. Samson and Ralph W. Holmes and land now or formerly of Terri and William Melville, approximately 595 feet more or less, to the point of beginning.

Containing 8.3 acres more or less.

After the Water System (as hereinafter defined) is installed, the Easement Area shall be readjusted so that it contains 4 acres, more or less, centered around the location of the well or wells. Within 30 days after completing construction and installation of the Water System, Grantee shall prepare and record an easement plan depicting said changes. Thereafter, the term "Easement Area" as used herein shall refer to said revised area.

2. PURPOSE. The Grantee shall have the perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove wells, pipes, ducts, conduits, valves and such equipment and other appurtenances underground as the Grantee

may from time to time desire (collectively the "Water System") and the exclusive and perpetual right to withdraw water in order to provide water service to the Pump House and Grantee 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 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 during construction, 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 lines over and across said Easement Area to provide service to buildings on the Grantee 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.

3. MAINTENANCE. Grantee and its successors and/or assigns shall be solely responsible for all costs and expenses associated with the construction and maintenance of the Water System.

4. 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, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Easement Area, or plant or permit to be planted any trees, 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 use the area within the protective well radius required by law, including RSA 485-A:30-b and N.H. Code Admin. R. Env-Wq 1008, as the same may be amended from time to time (the "Well Radius Area"), in any manner that will violate the conditions of any water supply permits or approvals for the Water System, or impair the integrity of the well or the water supply of such well, including, but not limited to the construction and maintenance of underground storage tanks, the construction of any leach field area, the disposal or release of any hazardous waste as defined under applicable federal, state or local laws, codes, ordinances, statutes, rules or regulations, or the release of any other substance which would impair the potability of the water supply for the well.

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 replacing of, said pipes or other equipment as the case may be.

5. CONSERVATION EASEMENT. The Grantee acknowledges that the Grantor intends to grant the Town of Barrington, through its Conservation Commission, a Conservation Easement on the Grantor's property, including over the Easement Area granted herein. Said Conservation Easement shall be subject to the rights of the Grantee under the easement granted herein. By accepting this Easement Deed, the Grantee assents to the granting of the Conservation Easement and to the terms therein.

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

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

8. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the negligent 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 negligent 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. APPROVALS/AMENDMENT. The Grantee shall be responsible for obtaining any and all applicable federal, state and local permits and approvals for the well(s), water lines and related appurtenances at its sole cost and expense provided however that any local permits and approvals necessary for the wells shall not in any manner affect the Grantor's ability to develop The Village Place subdivision consistent with the Notice of Decision of the Town of Barrington dated August 27, 2012 and as revised on January 22, 2013. Neither Grantee nor Grantor will unreasonably withhold their respective consent to the other's requests for amendments to this Easement required pursuant to any and all federal, state and local permits or approvals which affect or involve this Easement provided however the Grantor may withhold his consent to any amendment which in his sole discretion, affect his ability to develop The Village Place subdivision consistent with the Notice of Default dated August 27, 2012 as revised on January 22, 2013.

[Signature Page Follows]

IN WITNESS WHEREOF, this Declaration has been executed this 9<sup>th</sup> day of September, 2013.

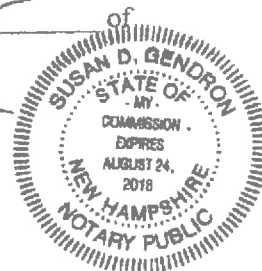
**BARRINGTON VILLAGE PLACE, LLC**

By: [Signature]  
Name: Joseph Fahner, Manager  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Shafford

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2013 by Joseph Fahner, the Manager of Barrington Village Place, LLC, on behalf of the limited liability company.

[Signature]  
Notary Public/Justice of the Peace



**THE THREE SOCIOS, LLC**

By: [Signature]  
Name: Richard Green, Member  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Shafford

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2013 by Richard Green, the Member of The Three Socios, LLC, on behalf of the limited liability company.

[Signature]  
Notary Public/Justice of the Peace



The Village Place Barrington Homeowners' Association, established by Declaration recorded in the Strafford County Registry of Deeds at Book 4117, Page 912, hereby consents to the conveyance herein described.

VILLAGE PLACE BARRINGTON  
HOMEOWNERS' ASSOCIATION

By: BARRINGTON VILLAGE PLACE, LLC

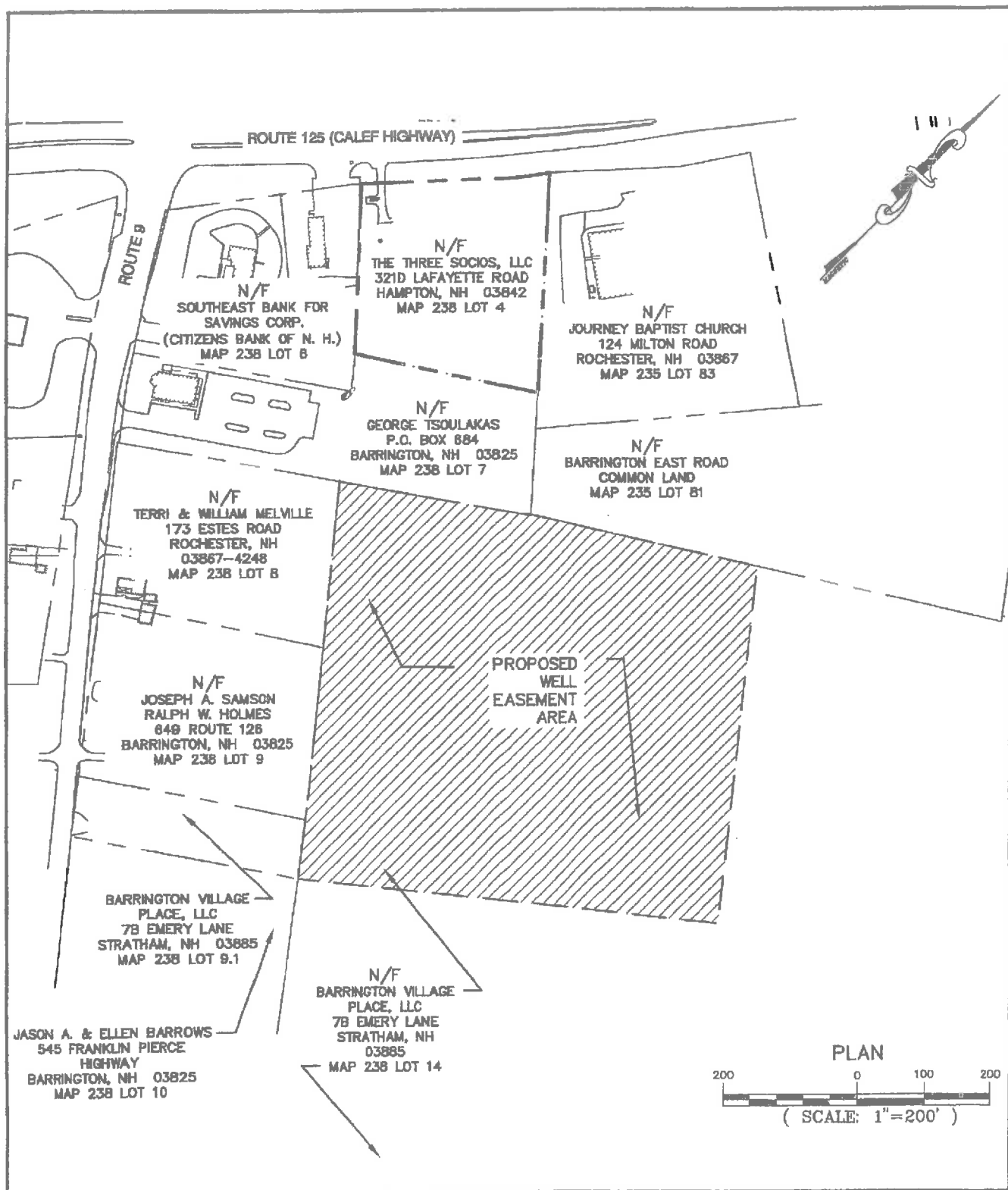
By: Joseph Falzone  
Name: Joseph Falzone Manager  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Strafford

The foregoing instrument was acknowledged before me this 9th day of September, 2013 by Joseph Falzone, the Manager of Barrington Village Place, LLC, Initial Director and President of Village Place Barrington Homeowners' Association on behalf of the Association.

Susan D. Gendron  
Notary Public/Justice of the Peace





**J/B Jones & Beach Engineers, Inc.**  
Civil Engineering Services

85 Portsmouth Ave.  
PO Box 219  
Stratham, NH 03885

603-772-4746  
FAX: 603-772-0227  
E-Mail: JBE@jonesandbeach.com

Drawing Name: **EXHIBIT 'A' - WELL EASEMENT**

Project: **BARRINGTON VILLAGE PLACE**

**BARRINGTON VILLAGE PLACE, LLC**  
Owner of Record: 7B EMERY LANE, STRATHAM, NH

DRAWING No.

**EX-A**

SHEET 1 OF 1  
JBE PROJECT  
No. 10144  
DATE: 7/11/13

June 2, 2014

Barbara Irvine, Land Use Secretary  
Planning Board  
Town of Barrington  
P.O. Box 660  
333 Calef Highway  
Barrington, NH 03825

**Re: Letter of Authorization- Tax Map 238, Lot 14 (Barrington Village Place)**

To Whom It May Concern:

We are writing as the owners of Tax Map 238, Lot 14 (Barrington Village Place), in Barrington, New Hampshire

We authorize The Three Socios, LLC, Hinckley, Allen & Snyder, LLP and/or Jones and Beach Engineers, to execute, submit and prosecute applications and any applicable materials to the Town of Barrington land use boards on behalf of the undersigned, for the purpose of obtaining those municipal permits and approvals for the well and water system it has proposed for this property.

Barrington Village Place, LLC

By:   
Joseph Faizone, Manager

Village Place Barrington Homeowners' Association

By: Barrington Village Place, LLC

By:   
Joseph Faizone, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2014 by Rosemary G. Lane, the Manager of Barrington Village Place, LLC, on behalf of the limited liability company.

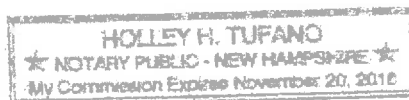
Holley H. Tufano  
Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2014 by Gregory J. Tufano, the Notary Public of Barrington Village Place, LLC, Initial Director and President of Village Place Barrington Homeowners' Association on behalf of the Association.

Holley H. Tufano  
Notary Public/Justice of the Peace

652554347



THE SPACE ABOVE IS FOR RECORDING INFORMATION

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**CONSERVATION EASEMENT DEED**

Barrington Village Place, LLC, a New Hampshire limited liability company of 7B Emery Lane, Stratham, NH 03885 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the Town of Barrington, a municipal corporation, situated in the County of Strafford, State of New Hampshire, acting through its Conservation Commission with the approval of the Board of Selectmen pursuant to NH RSA 36-A:4, with a mailing address of P.O. Box 660, 333 Calef Hwy., Rte. 125, Barrington, New Hampshire 03825, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

The Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to a certain parcel of land (herein referred to as the "Property") being unimproved land, Containng approximately 1,303,071 square feet, or 29.914 acres and is shown as "Conservation Easement" on a plan entitled "Village Place Conservation Easement Exhibit Plan, Land of George A. Calef Living Rev. Trust of 2008 (Tax Map 238, Lot 9.1) and A. Harlan Calef Rev. Trust (Tax Map 238, Lot 14) and Frederick Drew III & Cheryl Goscinski Drew )Tax Map 238, Lots 16 & 18) for Harbor Street Limited Partnership, Franklin Pierce Highway (Route 9), Barrington, NH" dated April 15, 2013 and revised through May 28, 2013 by Doucet Survey, Inc. recorded in the Strafford County Registry of Deeds herewith ("the Plan"). and more particularly described in Appendix A.

**1. PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:



- A. The protection of the natural habitat, including wetlands in the area of the property.
- B. The conservation and protection of open spaces, particularly the conservation of productive forest land of which the Property consists and of the wildlife habitat thereon and for the protection of surrounding undeveloped land.
- C. The protection of the Property for low-impact non-motorized outdoor recreation such as hiking, bird watching, and cross-country skiing by the general public.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the March 11, 2004 Master Plan of the Town of Barrington, Chapter 2, Section 2D, regarding preservation of natural resources and open spaces and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, nor shall any motorized vehicle be allowed on said property; nor shall hunting be allowed on said property.
- B. The Property shall not be subdivided.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, utility line, bridge, culvert, or shed; and ii) not detrimental to the Purposes of this Easement. Such structures are subject to the impervious surface limit set forth at paragraph 2.J. below. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.

- D. There shall be no cutting of trees on the property unless said trees cause a threat to public safety, are diseased, constitute an invasive species, or are necessary in the accomplishment of the conservation, habitat management, or noncommercial outdoor recreational uses of the Property. Cutting of such trees require the approval of the Barrington Conservation Commission.
- E. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
  - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
  - iii. are not detrimental to the Purposes of this Easement.
- Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.
- F. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 5 square feet in size, and no sign shall be artificially illuminated.
- G. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2. C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- H. There shall be no dumping, injection, burning, or burial of any materials not originating on the property.
- I. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- J. The maximum allowable impervious surface coverage on the Property shall not exceed one percent (1%) (approximately 0.3 acres) of the total acreage described in Appendix

“A”. The total impervious surface coverage shall include but not be limited to all existing and future structures; driveways, roads, parking facilities and other paved or impervious surfaces; as well as any temporary structures even if the soil surface is not disturbed.

### 3. RESERVED RIGHTS

- A. Dead, diseased, unsafe, or fallen trees, saplings, shrubs, or ground cover may be removed by the Grantor. Invasive species may be removed by the Grantor. Approval of the Barrington Conservation Commission shall be required for the exercise of these rights.
- B. The Property may be used by the public for passive recreation, including cross-country skiing, hiking, and snowshoeing. The Grantor may, but is not obligated, to construct such trails as are necessary to accomplish these passive recreational purposes. Mountain biking, trail biking and hunting are prohibited as is the use of any motorized recreational equipment. Access to the property by the general public shall be from the subdivision roadway as shown on the Plan.
- C. This Easement is subject to that certain Well and Water Line Easement dated September 9, 2013 by and between Barrington Village Place, LLC, the grantor herein and The Three Socios, LLC recorded in the Strafford County Registry of Deeds at Book 4163, Page 317.

### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

### 5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

### 6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such

inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 24 square inches in size, along the Property's boundaries.

## 7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the parties may agree to submit the issue to binding arbitration in accordance with New Hampshire RSA 542 pursuant to the provisions of this subparagraph. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the

Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

#### 8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor’s liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee’s rights under this Section, “Breach of Easement...,” apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, “Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee’s rights hereunder.

- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action brought by the Grantee and Grantee was found to have initiated or continued the action in bad faith, all reasonable costs incurred by the Grantor in defending its actions against the Grantee, including without limitation staff and consulting fees, reasonable attorney's fees and costs shall be borne by the Grantee.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

## 9. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set

forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

#### 10. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

#### 11. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interest in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.
- C. The Grantee shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

#### 13. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement

are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

#### 14. AMENDMENT OF EASEMENT

Grantor and Grantee recognize that circumstances could arise that justify amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement, and that some activities may require the discretionary consent of Grantee. To this end, Grantor and Grantee reserve the right to agree to amendments to this Easement without prior notice to any other party, provided that in the sole and exclusive judgment of the Grantee, such amendment or discretionary consent furthers or is not inconsistent with the purpose of this grant. Amendments will become effective upon recording at the Strafford County Registry of Deeds, State of New Hampshire, as well as with the Charitable Trust Division of the State of New Hampshire Attorney General's Office.

Notwithstanding the foregoing, the Grantee and Grantor have no right or power to consent to any action or agree to any amendment that would

1. Not clearly serve the public interest or be inconsistent with the easement holder's mission.
2. Result in noncompliance with all applicable federal, state, and local laws.
3. Result in "private inurement" or confer impermissible "private benefit" (as those terms are defined for federal tax law purposes and N.H. RSA 7:19-a).
4. Be inconsistent with the conservation purpose(s) or intent of this easement.
5. Be inconsistent with the documented intent of the donor, grantor, or any direct funding source.
6. Result in a net negative or damaging effect on the relevant conservation values or attributes protected by the easement.
7. Result in termination of this Conservation Easement.
8. Adversely affect the qualification of this Easement or the tax exempt or charitable organization status of the Holder under applicable laws, including Section 170(h) or 501(c)(3) of the Internal Revenue Code, successor provisions thereof, and regulations issued pursuant thereto.

If any of the above are not satisfied, the Grantee and Grantor shall have no authority to and shall not agree to any amendment without first obtaining the approval of the Charitable Trust Unit of the NH Attorney General's Office.

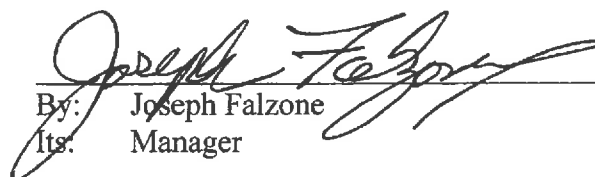
**THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.**



The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Signed as a sealed instrument this 21 <sup>APRIL</sup> day of ~~May~~, 2014.

Barrington Village Place, LLC

  
By: Joseph Falzone  
Its: Manager

STATE OF NEW HAMPSHIRE

ROCKINGHAM, ss

On this 21<sup>st</sup> <sup>April 2014</sup> day of ~~May~~, 2013, before me, the undersigned notary public, personally appeared Joseph Falzone, Manager of Barrington Village Place, LLC, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his and the LLC's free act and deed, in the capacity indicated, and that he has the authority to sign in that capacity.



Notary Public:

My Commission Expires: 6-17-14



ACCEPTED: TOWN OF BARRINGTON CONSERVATION COMMISSION

By: John C. Wallace  
 Title: Chair, Conservation Commission  
Duly Authorized

Date: 4/16/14

The State of New Hampshire

County of Stafford

Personally appeared John Wallace Chair Conservation Comm.  
Print Name & Title

of the Town of Barrington Conservation Commission, this 16<sup>th</sup> day of

April, 2014, and acknowledged the foregoing on behalf of the

Town of Barrington Conservation Commission.

Before me,

[Signature]  
Justice of the Peace/Notary Public

My commission expires:



ACCEPTED: TOWN OF BARRINGTON BOARD OF SELECTMEN

By: *Michael Clark*

Title: *Selectmen*  
Duly Authorized

Date: \_\_\_\_\_

By: *Dawn Hatch*

Title: *Selectmen*  
Duly Authorized

Date: \_\_\_\_\_

By: *Dennis Malloy*

Title: *Selectmen*  
Duly Authorized

Date: \_\_\_\_\_

The State of New Hampshire  
County of *Strafford*

Personally appeared *Michael Clark, Dawn Hatch, Dennis Malloy*  
Print Name & Title

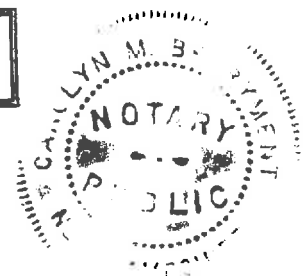
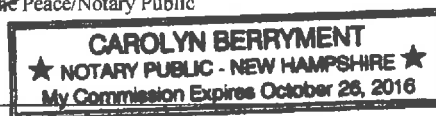
of the Town of Barrington Board of Selectmen, this *14<sup>th</sup>* day of

*April*, 20*14*, and acknowledged the foregoing on behalf of the

Town of Barrington Board of Selectmen.

Before me, *Carolyn Berryment*  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_



The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared \_\_\_\_\_  
Print Name & Title  
of the Town of Barrington Board of Selectmen, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and acknowledged the foregoing on behalf of the Town of  
\_\_\_\_\_ Board of Selectmen.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

The State of New Hampshire  
County of \_\_\_\_\_

Personally appeared \_\_\_\_\_  
Print Name & Title  
of the Town of Barrington Board of Selectmen, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and acknowledged the foregoing on behalf of the Town of  
\_\_\_\_\_ Board of Selectmen.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

## APPENDIX A

A certain parcel of land (herein referred to as the "Property") being unimproved land Containing approximately 1,303,071 square feet, or 29.914 acres and is shown as "Conservation Easement" on a plan entitled "Village Place Conservation Easement Exhibit Plan, Land of George A. Calef Living Rev. Trust of 2008 (Tax Map 238, Lot 9.1) and A. Harlan Calef Rev. Trust (Tax Map 238, Lot 14) and Frederick Drew III & Cheryl Goscinski Drew )Tax Map 238, Lots 16 & 18) for Harbor Street Limited Partnership, Franklin Pierce Highway (Route 9), Barrington, NH" dated April 15, 2013 and revised through May 28, 2013 by Doucet Survey, Inc. recorded in the Strafford County Registry of Deeds herewith ("the Plan").

Beginning at a 1/2" re-bar, said point lying N 30°28'16" E a distance of 338.17' from a 2-1/4" iron pipe on the northeasterly side of Franklin Pierce Highway (Route 9) in the Town of Barrington, County of Strafford, State of New Hampshire, said 1/2" re-bar being the northwesterly corner of Tax Map 238 Lot 10;

Thence N 63°59'49" W a distance of 90.14' to a 1/2" re-bar at Tax Map 238 Lot 9;

Thence along Tax Map 238 Lot 9, N 63°59'00" W a distance of 259.45' to a 1-1/2" iron pipe at Tax Map 238 Lot 8;

Thence along Tax Map 238 Lot 8, N 65°20'36" W a distance of 257.50' to a 1" galvanized pipe at Tax Map 238 Lot 7;

Thence along Tax Map 238 Lot 7, N 31°09'27" E a distance of 286.24' to a steel stake at Tax Map 235 Lot 81;

Thence along Tax Map 235 Lot 81, N 30°00'35" E a distance of 171.06';

Thence continuing along Tax Map 235 Lot 81, along Tax Map 235 Lot 72, and along Tax Map 235 Lot 71 N 31°22'05" E a distance of 902.09' to a 1" iron axle;

Thence S 75°25'53" E a distance of 27.63';

Thence S 71°10'58" E a distance of 122.94';

Thence S 69°02'20" E a distance of 127.34';

Thence S 67°36'45" E a distance of 128.64' to Open Space Area "D" as shown on the hereinafter referenced plan;

Thence along Open Space Area "D", S 21°23'33" E a distance of 100.00' to a 5/8" re-bar at Lot 35;

Thence along a curve turning to the right with an arc length of 16.86', a radius of 100.00', a chord bearing of S 73°26'13" W , and a chord length of 16.84', to a 5/8" re-bar at Lot 36;

Thence continuing along Lot 36, along a curve turning to the right with an arc length of 59.55', a radius of 100.00', a chord bearing of N 84°40'23" W , and a chord length of 58.68', to a 5/8" re-bar;

Thence continuing along Lot 36, N 67°36'45" W a distance of 128.64' to a 5/8" re-bar;

Thence continuing along Lot 36, N 69°03'32" W a distance of 88.56' to a 5/8" re-bar;

Thence continuing along Lot 36, S 31°09'05" W a distance of 112.72' to a 5/8" re-bar at Lot 37;

Thence along Lot 37, S 31°09'05" W a distance of 180.04' to a 5/8" re-bar at Lot 38;

Thence along Lot 38, S 36°37'21" E a distance of 290.06' to a 5/8" re-bar at Lot 39;

Thence along Lot 39, S 36°37'21" E a distance of 137.73' to a 5/8" re-bar to Lot 40;

Thence along Lot 40, S 36°37'21" E a distance of 150.58' to a 5/8" re-bar at Lot 41;

Thence along Lot 41, S 57°02'10" E a distance of 130.57' to a 5/8" re-bar to Lot 42;

Thence along Lot 42, S 57°02'10" E a distance of 154.19' to a 5/8" re-bar to Lot 43;

Thence along Lot 43, S 86°30'18" E a distance of 147.22' to a 5/8" re-bar to Lot 44;

Thence along Lot 44, N 84°33'05" E a distance of 128.30' to a 5/8" re-bar to Lot 45;

Thence along Lot 45, N 84°33'05" E a distance of 128.16' to a 5/8" re-bar to Lot 46;

Thence along Lot 46, N 33°51'52" E a distance of 176.63' to a 5/8" re-bar to Open Space Area "A";

Thence along Open Space Area "A", S 56°08'08" E a distance of 100.00' to a 5/8" re-bar at Area "A";

Thence along Area "A", S 33°51'52" W a distance of 1044.98' to a 1-1/4" iron pipe at Tax Map 238 Lot 13;

Thence along Tax Map 238 Lot 13, N 63°32'19" W a distance of 178.03' to a 1" iron pipe at Tax Map 238 Lot 12;

Thence along Tax Map 238 Lot 12, N 63°26'13" W a distance of 179.98' to a 1" iron pipe to Tax Map 238 Lot 11;

Thence along Tax Map 238 Lot 11, N 64°52'08" W a distance of 226.41' to a 1-1/2" iron pipe at Tax Map 238 Lot 10;

Thence along Tax Map 238 Lot 10, N 63°04'43" W a distance of 229.72' to the point of beginning;

ARMSTRONG JAMES R JR  
456 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

BARRINGTON SCHOOL DIST  
(MIDDLE SCHOOL) SAU 74  
51 HALEY DR  
BARRINGTON, NH 03825

BARRINGTON SCHOOL DIST  
ELEM SCHOOL  
572 CALEF HWY  
BARRINGTON, NH 03825

BARRINGTON SCHOOL DIST  
MIDDLE SCHOOL SAU 74  
51 HALEY DR  
BARRINGTON, NH 03825

BARRINGTON VILLAGE PLACE  
7B EMERY LANE  
STRATHAM, NH 03885

BARRINGTON VILLAGE PLACE  
7B EMERY LN  
STRATHAM, NH 03885

CHINBURG BUILDERS INC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

CLEARY LAWRENCE J & LINDA  
61 VILLAGE PLACE DR  
BARRINGTON, NH 03825

DREW III FREDERICK  
GOSCINSKI-DREW CHERYL  
38 PARKER MOUNTAIN RD  
BARRINGTON, NH 03825

EMERTON DAVID & JENNIFER  
446 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

GAUDIELLO SUSAN  
WILSON MARY  
528 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

GAUDIELLO SUSAN & ANTHONY  
528 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

GOSCINSKI / DREW REALTY,  
38 PARKER MOUNTAIN RD  
BARRINGTON, NH 03825

MACALLISTER BRIAN & LISA  
93 VILLAGE PLACE DR  
BARRINGTON, NH 03825

MANOR WOOD DVLPMPT LLC  
7B EMERY LANE  
STRATHAM, NH 03885

MILES TYLER & KRISTYN  
97 VILLAGE PLACE DR  
BARRINGTON, NH 03825

REYNOLDS LINDA  
PO BOX 228  
BARRINGTON, NH 03825

SHERRILL COREY  
531 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

SHERRILL JESSE E  
45 QUAKER LN  
BARRINGTON, NH 03825

WENTWORTH SANDRA & MARC  
454 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

WHITE THEODORE & CANDACE  
484 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

WILCOTT KARIN WILFRED & R  
458 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825



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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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458 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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(MIDDLE SCHOOL) SAU 74  
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BARRINGTON, NH 03825

BARRINGTON SCHOOL DIST  
ELEM SCHOOL  
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BARRINGTON, NH 03825

BARRINGTON SCHOOL DIST  
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BARRINGTON, NH 03825

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7B EMERY LANE  
STRATHAM, NH 03885

BARRINGTON VILLAGE PLACE  
7B EMERY LN  
STRATHAM, NH 03885

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NEWMARKET, NH 03857

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3 PENSTOCK WAY  
NEWMARKET, NH 03857

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61 VILLAGE PLACE DR  
BARRINGTON, NH 03825

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GOSCINSKI-DREW CHERYL  
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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

SHERRILL JESSE E  
45 QUAKER LN  
BARRINGTON, NH 03825

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BARRINGTON, NH 03825

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BARRINGTON, NH 03825

WILCOTT KARIN WILFRED & R  
458 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825



## 200' Abutters List Report

Barrington, NH

April 09, 2015

### Subject Property:

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

### Abutters:

Parcel Number: 235-0055 ✓  
CAMA Number: 235-0055  
Property Address: DEER RIDGE DR

✓Mailing Address: WEDGEWOOD ESTATES OPEN SPACE

Parcel Number: 235-0070 ✓  
CAMA Number: 235-0070  
Property Address: 23 CENTURY PINES DR

Mailing Address: SALMON THOMAS & SHARON  
23 CENTURY PINES DR  
BARRINGTON, NH 03825

Parcel Number: 235-0071 ✓  
CAMA Number: 235-0071  
Property Address: 27 CENTURY PINES DR

Mailing Address: HAYES BENJAMIN & NAMIE  
27 CENTURY PINES DR  
BARRINGTON, NH 03825

Parcel Number: 235-0072 ✓  
CAMA Number: 235-0072  
Property Address: 35 CENTURY PINES DR

Mailing Address: PERKINS ADAM & JOYCE  
35 CENTURY PINES DR  
BARRINGTON, NH 03825

Parcel Number: 235-0073 ✓  
CAMA Number: 235-0073  
Property Address: 30 CENTURY PINES DR

Mailing Address: PELLEY CINDY  
30 CENTURY PINES DR  
BARRINGTON, NH 03825

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



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

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
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: 235-0083✓ CAMA Number: 235-0083 Property Address: 8 EASTERN AVE	Mailing Address: THE JOURNEY BAPTIST CHURCH PO BOX 707 BARRINGTON, NH 03825
Parcel Number: 235-0084✓ CAMA Number: 235-0084 Property Address: 97 VILLAGE PLACE DR	Mailing Address: MILES TYLER & KRISTYN 97 VILLAGE PLACE DR BARRINGTON, NH 03825
Parcel Number: 235-0085✓ CAMA Number: 235-0085 Property Address: VILLAGE PLACE DR	Mailing Address: CHINBURG DEVELOPMENT LLC 3 PENSTOCK WAY NEWMARKET, NH 03857
Parcel Number: 235-0086✓ CAMA Number: 235-0086 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 235-0087✓ CAMA Number: 235-0087 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 235-0088✓ CAMA Number: 235-0088 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 235-0089✓ CAMA Number: 235-0089 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 235-0090✓  
CAMA Number: 235-0090  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0091✓  
CAMA Number: 235-0091  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0092✓  
CAMA Number: 235-0092  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0093✓  
CAMA Number: 235-0093  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0094✓  
CAMA Number: 235-0094  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0095✓  
CAMA Number: 235-0095  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0096✓  
CAMA Number: 235-0096  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0104✓  
CAMA Number: 235-0104  
Property Address: VILLAGE PLACE DR

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

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: 238-0006✓  
CAMA Number: 238-0006  
Property Address: 581 FRANKLIN PIERCE HWY

Mailing Address: CREJV FIVE BRANCH HOLDINGS LLC  
C/O RYAN  
PO BOX 460049  
HOUSTON, TX 77056

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: 238-0008✓  
CAMA Number: 238-0008  
Property Address: 565 FRANKLIN PIERCE HWY

✓Mailing Address: MELVILLE TERRI & WILLIAM  
173 ESTES RD  
ROCHESTER, NH 03867



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 238-0009✓ CAMA Number: 238-0009 Property Address: 555 FRANKLIN PIERCE HWY	✓Mailing Address: SAMSON JOSEPH A HOLMES RALPH W 555 FRANKLIN PIERCE HWY BARRINGTON, NH 03825
Parcel Number: 238-0010✓ CAMA Number: 238-0010 Property Address: 545 FRANKLIN PIERCE HWY	✓Mailing Address: BARROWS JASON A & ELLEN 545 FRANKLIN PIERCE HWY BARRINGTON, NH 03825
Parcel Number: 238-0011✓ CAMA Number: 238-0011 Property Address: 535 FRANKLIN PIERCE HWY	✓Mailing Address: ST CYR ALBERTA CALEF ALBERTA M CALEF ST CYR LIV TR 535 FRANKLIN PIERCE HWY BARRINGTON, NH 03825
Parcel Number: 238-0012✓ CAMA Number: 238-0012 Property Address: 531 FRANKLIN PIERCE HWY	✓Mailing Address: SHERRILL COREY 531 FRANKLIN PIERCE HWY BARRINGTON, NH 03825
Parcel Number: 238-0013✓ CAMA Number: 238-0013 Property Address: FRANKLIN PIERCE HWY	✓Mailing Address: SHERRILL JESSE E 45 QUAKER LN BARRINGTON, NH 03825
Parcel Number: 238-0016✓ CAMA Number: 238-0016 Property Address: FRANKLIN PIERCE HWY	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 238-0016-0016✓ CAMA Number: 238-0016-0016 Property Address: 93 VILLAGE PLACE DR	Mailing Address: MACALLISTER BRIAN & LISA 93 VILLAGE PLACE DR BARRINGTON, NH 03825
Parcel Number: 238-0016-0017✓ CAMA Number: 238-0016-0017 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 238-0016-0018✓ CAMA Number: 238-0016-0018 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 238-0016-0019✓ CAMA Number: 238-0016-0019 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 238-0016-0020✓ CAMA Number: 238-0016-0020 Property Address: VILLAGE PLACE DR	Mailing Address: BARRINGTON VILLAGE PLACE LLC 7B EMERY LN STRATHAM, NH 03885
Parcel Number: 238-0036✓ CAMA Number: 238-0036 Property Address: 556 FRANKLIN PIERCE HWY	Mailing Address: HALEY WALDRON 14 SHAKESPEARE RD NASHUA, NH 03062



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 238-0037 ✓  
CAMA Number: 238-0037  
Property Address: 562 FRANKLIN PIERCE HWY

Mailing Address: HALEY LAWRENCE G  
2908 FRENCH PL  
AUSTIN, TX 78722



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4/9/2015

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## 200' Abutters List Report

Barrington, NH

April 09, 2015

### Subject Property:

Parcel Number: ✓ 238-0016  
CAMA Number: 238-0016  
Property Address: FRANKLIN PIERCE HWY

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

### Abutters:

Parcel Number: 235-0084 ✓  
CAMA Number: 235-0084  
Property Address: 97 VILLAGE PLACE DR

Mailing Address: MILES TYLER & KRISTYN  
97 VILLAGE PLACE DR  
BARRINGTON, NH 03825

Parcel Number: 235-0085 ✓  
CAMA Number: 235-0085  
Property Address: VILLAGE PLACE DR

Mailing Address: CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 235-0086 ✓  
CAMA Number: 235-0086  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 235-0087 ✓  
CAMA Number: 235-0087  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 238-0012 ✓  
CAMA Number: 238-0012  
Property Address: 531 FRANKLIN PIERCE HWY

✓ Mailing Address: SHERRILL COREY  
531 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0013 ✓  
CAMA Number: 238-0013  
Property Address: FRANKLIN PIERCE HWY

✓ Mailing Address: SHERRILL JESSE E  
45 QUAKER LN  
BARRINGTON, NH 03825

Parcel Number: 238-0015 ✓  
CAMA Number: 238-0015  
Property Address: 477 FRANKLIN PIERCE HWY

✓ Mailing Address: GOSCINSKI / DREW REALTY, LLC  
38 PARKER MOUNTAIN RD  
BARRINGTON, NH 03825

Parcel Number: 238-0016-0001 ✓  
CAMA Number: 238-0016-0001  
Property Address: 473 FRANKLIN PIERCE HWY

✓ Mailing Address: DREW III FREDERICK GOSCINSKI-  
DREW CHERYL  
38 PARKER MOUNTAIN RD  
BARRINGTON, NH 03825

Parcel Number: 238-0016-0006 ✓  
CAMA Number: 238-0016-0006  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 238-0016-0007 ✓  
CAMA Number: 238-0016-0007  
Property Address: 47 VILLAGE PLACE DR

Mailing Address: MANOR WOOD DVLPMT LLC  
7B EMERY LANE  
STRATHAM, NH 03885



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 238-0016-0008✓  
CAMA Number: 238-0016-0008  
Property Address: VILLAGE PLACE DR

Mailing Address: MANOR WOOD DVLPMT LLC  
7B EMERY LANE  
STRATHAM, NH 03885

Parcel Number: 238-0016-0009✓  
CAMA Number: 238-0016-0009  
Property Address: VILLAGE PLACE DR

Mailing Address: CHINBURG BUILDERS INC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 238-0016-0010✓  
CAMA Number: 238-0016-0010  
Property Address: 61 VILLAGE PLACE DR

Mailing Address: CLEARY LAWRENCE J & LINDA J  
61 VILLAGE PLACE DR  
BARRINGTON, NH 03825

Parcel Number: 238-0016-0011✓  
CAMA Number: 238-0016-0011  
Property Address: 65 VILLAGE PLACE DR

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

Parcel Number: 238-0016-0012✓  
CAMA Number: 238-0016-0012  
Property Address: 73 VILLAGE PLACE DR

Mailing Address: CHINBURG BUILDERS INC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 238-0016-0013✓  
CAMA Number: 238-0016-0013  
Property Address: VILLAGE PLACE DR

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

Parcel Number: 238-0016-0014✓  
CAMA Number: 238-0016-0014  
Property Address: VILLAGE PLACE DR

Mailing Address: CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 238-0016-0015✓  
CAMA Number: 238-0016-0015  
Property Address: VILLAGE PLACE DR

Mailing Address: CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 238-0016-0016✓  
CAMA Number: 238-0016-0016  
Property Address: 93 VILLAGE PLACE DR

Mailing Address: MACALLISTER BRIAN & LISA  
93 VILLAGE PLACE DR  
BARRINGTON, NH 03825

Parcel Number: 238-0016-0017✓  
CAMA Number: 238-0016-0017  
Property Address: VILLAGE PLACE DR

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

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

Parcel Number: 238-0017✓  
CAMA Number: 238-0017  
Property Address: 441 FRANKLIN PIERCE HWY

✓Mailing Address: REYNOLDS LINDA  
PO BOX 228  
BARRINGTON, NH 03825



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## 200' Abutters List Report

Barrington, NH

April 09, 2015

Parcel Number: 238-0025✓  
CAMA Number: 238-0025  
Property Address: 446 FRANKLIN PIERCE HWY

Mailing Address: EMERTON DAVID & JENNIFER  
446 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0026✓  
CAMA Number: 238-0026  
Property Address: 454 FRANKLIN PIERCE HWY

Mailing Address: WENTWORTH SANDRA & MARC  
454 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0027✓  
CAMA Number: 238-0027  
Property Address: 456 FRANKLIN PIERCE HWY

Mailing Address: ARMSTRONG JAMES R JR  
456 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0028✓  
CAMA Number: 238-0028  
Property Address: 458 FRANKLIN PIERCE HWY

Mailing Address: WILCOTT KARIN WILFRED & RICHAR  
458 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0029✓  
CAMA Number: 238-0029  
Property Address: CALEF HWY

Mailing Address: BARRINGTON SCHOOL DIST ELEM  
SCHOOL  
572 CALEF HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0030✓  
CAMA Number: 238-0030  
Property Address: 484 FRANKLIN PIERCE HWY

Mailing Address: WHITE THEODORE & CANDACE  
484 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0031✓  
CAMA Number: 238-0031  
Property Address: 51 HALEY DR

Mailing Address: BARRINGTON SCHOOL DIST MIDDLE  
SCHOOL SAU 74  
51 HALEY DR  
BARRINGTON, NH 03825

Parcel Number: 238-0032✓  
CAMA Number: 238-0032  
Property Address: FRANKLIN PIERCE HWY

Mailing Address: BARRINGTON SCHOOL DIST (MIDDLE  
SCHOOL) SAU 74  
51 HALEY DR  
BARRINGTON, NH 03825

Parcel Number: 238-0033✓  
CAMA Number: 238-0033  
Property Address: FRANKLIN PIERCE HWY

Mailing Address: GAUDIELLO SUSAN WILSON MARY  
528 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

Parcel Number: 238-0034✓  
CAMA Number: 238-0034  
Property Address: 528 FRANKLIN PIERCE HWY

Mailing Address: GAUDIELLO SUSAN & ANTHONY  
528 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825



[www.cai-tech.com](http://www.cai-tech.com)

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

4/9/2015

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BARRINGTON EAST RD  
COMMON LAND

BARRINGTON VILLAGE PLACE  
7B EMERY LN  
STRATHAM, NH 03885

BARRINGTON VILLAGE PLACE  
7B EMERY LN  
STRATHAM, NH 03885

BARROWS JASON A & ELLEN  
545 FRANKLIN PIERCE HWY  
BARRINGTON, NH 03825

CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

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

HALEY WALDRON  
14 SHAKESPEARE RD  
NASHUA, NH 03062

HAYES BENJAMIN & NAMIE  
27 CENTURY PINES DR  
BARRINGTON, NH 03825

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

LOCWIN NINA  
35 EASTERN AVE UNIT 2  
BARRINGTON, NH 03825

MACALLISTER BRIAN & LISA  
93 VILLAGE PLACE DR  
BARRINGTON, NH 03825

MELVILLE TERRI & WILLIAM  
173 ESTES RD  
ROCHESTER, NH 03867

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

MILES TYLER & KRISTYN  
97 VILLAGE PLACE DR  
BARRINGTON, NH 03825

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TRS MURCH REV LIV TR  
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ALBERTA M CALEF ST CYR LI  
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THE JOURNEY BAPTIST CHURCH  
PO BOX 707  
BARRINGTON, NH 03825

THREE SOCIOS LLC  
321D LAFAYETTE RD  
HAMPTON, NH 03842

TSOUKALAS GEORGE  
PO BOX 684  
BARRINGTON, NH 03825

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