

5/2 99/183

APPLICATION FOR NON-RESIDENTIAL AND
MULTI-FAMILY DWELLING UNIT SITE REVIEW PLAN
BARRINGTON, NH

Date completed application received by Planning Board Clerk: 5/20/99

by _____ (Clerk).

Name of project:

Site Plan for Robert E. Mutch on Land Of Anne B. Heisey

Name of property owner (if multiple owners list all owners and parcel ownership):

Anne B. Heisey

Owner's address: 25 Mill Road, Durham, NH 03824 Telephone #: 868-2127

Name of developer or applicant (if different from owner)

Robert E. Mutch 159 France Rd

Developers address: _____ Barrington, NH Telephone #: 664-5981

Professional Engineer: _____

Address: _____ Telephone #: _____

Land Surveyor: Randy R. Orvis LLS # 652

Address: PO Box 239, Barrington, NH 03825 Telephone #: 859-2367

Land Planner: _____

Address: _____ Telephone #: _____

Name and location of project: Commercial office located at 378 Route 4

Description of project / Narrative (as complete as possible): Applicant proposes to build a 28ft x 64 ft wood frame building for a commercial office.

For particulars see enclosed narrative

Assessor's map #: 13, Lot #: 25-1 Plan filed: _____

APPLICATION FOR NONRESIDENTIAL
AND MULTI FAMILY DWELLING UNITS SITE REVIEW

TOWN OF BARRINGTON, N.H.

I. CHECKLIST

Fifteen (15) days prior to Planning Board meeting a site review must be submitted in final form. All revised plans for hearings must be submitted fifteen (15) days prior to the date of the scheduled hearing. The site review plan must comply with the following specifications:

- ✓ a. maximum sheet size: 24" X 36", acceptable by the Strafford County Registry of Deeds.
- ✓ b. scale of 1 inch equals 50 feet or larger (i.e. 1 inch equals 50 feet, 1 inch equals 20 feet, etc.)
- ✓ c. minimum of four (4) blue/line/black/line prints with a completed application plus one (1) with a completed application presented to the Conservation Commission for their review and recommendations before their meeting on the third Tuesday of each month. One reduced print - 1" = 400'.
To be PROVIDED on Approval
- ⓐ bar scale.
- ⓑ title block - include project name, location, date, scale.
- ⓒ revision block.
- ⓓ names and addresses of bordering abutters, as shown on town records not more than 5 days from filing date of application; names and addresses on plan and a list provided.
- To Be PROVIDED* ✓ e. owner(s) signature on plan, and owner(s) name block.
- ✓ f. Planning Board approval block.
- ✓ g. north arrow.
- ✓ h. property lines, exact locations and dimensions.
- ✓ i. acreage/sq.ft. of entire parcel.
- ✓ j. location of existing and proposed permanent monuments and benchmarks, structures, roads, hydrants, wetlands, natural features, and floodways, within 200 ft. of the tract.
- ✓ k. assessor map and lot number.
- ✓ l. owner of record, deed reference, book and page.

- p. delineate zoning.
- q. proposed and existing elevations and contours (2' interval).
- r. utilities: existing and proposed, (water supply, sewerage disposal, electric, gas, etc.)
- s. building setback lines.
- t. existing and proposed R.O.W.s, easements, etc.
- NA u. location of recreational lands, (if proposed), open space, greenbelts as required.
- NA v. designs for bridges, culverts, catch basins, manholes, etc.
- w. typical proposed cross sections with material of private roads, driveways, and parking lots.
- x. soil types and boundaries. All parcels of land proposed for development as part of a subdivision, site plan or open space development shall as part of their submission to the Planning Board designate poorly drained and very poorly drained soils on their plat or plan at a scale of 1" = 100' or larger. This designation shall be based upon an in-the-field analysis and mapping by a soils scientist certified by the State Board of Certification for Soils Scientists. The accuracy of this map shall supersede the county soils maps upon acceptance by the Planning Board and the limits of the Wetlands shall be revised accordingly. All submittals shall include a colored map to delineate the soils types. The Conservation Commission shall be afforded the opportunity to review and make written recommendations upon any requested waiver of this requirement before such a waiver may be granted by the Planning Board.
- y. soil percolation test data and location, test pit data and location.
- z. prime wetlands as shown on Prime Wetlands Map.
- aa. graveyards
- bb. New Hampshire Licensed Land Surveyor's Seal with boundary survey consistent with New Hampshire Land Surveyors Association Ethics and Standards.
- w cc. New Hampshire Registered Professional Engineer's Seal.
- w -dd. road stations.
- ee. sedimentation and erosion controls.

APPLIED
FOR-

ff. septic system approval (NEWS & PCC).

gg. signs and lighting.

hh. property owners and developers names, addresses, telephone numbers and signatures.

ii. narrative description stating the purpose, location, long range plans, general impacts on traffic, schools, and utilities.

^W
~~NA~~ jj. fiscal impact study (if applicable).

^W kk. traffic study (if applicable).

^W ll. environmental studies, (if applicable).

mm copy of all applicable town, state, federal approval/ permits and flood hazard boundary.

^{NA}
^W nn. off-site agreement(s), (if applicable).

— oo. fees paid to clerk.

✓ pp. 1 full copy of site plan colored for presentation to Board.

qq. the construction timetable and inspections.

rr. waivers requested/granted in writing.

LIST OF ABUTTERS

List of all the names and addresses of the owner(s) of record of the property and abutters, including persons whose property is separated from the concerned property by a street(s), public land(s) or stream(s). It is the responsibility of the applicant to determine the completeness and accuracy of the list of abutters.

ADJACENT PROPERTY OWNERS

MAP 13 LOT 21A NAME Raymond McDonough

ADDRESS 724 Central Ave, Dover N.H. 03820

MAP 13 LOT 21B NAME Town River Realty Helen, Robinson

ADDRESS PO Box 1175 Hampton N.H. 03842

MAP 13 LOT 25-2 NAME Cleaveland Horton

ADDRESS 372 US Highway Rte. 4 Barrington N.H. 03825

MAP 13 LOT 26-A NAME John & Wendy Mousette

ADDRESS 7 Hale Road Barrington N.H. 03825

MAP 13 LOT 26 NAME Matthew Jensen

ADDRESS 92 Blake Road Epping N.H. 03042

MAP 13 LOT 25-1 NAME Anne Heisey

ADDRESS 25 Mill Road Durham N.H. 03824

MAP _____ LOT _____ NAME _____

ADDRESS _____

MAP _____ LOT _____ NAME _____

ADDRESS _____

MAP _____ LOT _____ NAME _____

ADDRESS _____

SCHEDULE OF FEES

A. ADMINISTRATIVE AND REVIEW FEES

1. Application Fee - \$150.00
2. Conceptual Review Only - No Charge

B. POSTAGE

For all site plans \$5.00 per abutter including the applicant.

C. ADVERTISING (PUBLIC NOTICE) For all site plans \$50.00

If the application is required to be reviewed at more than one (1) Planning Board meeting, additional postage and advertising charges may be assessed.

D. RECORDING:

The applicant shall pay the costs of recording the final plat layout prior to final site plan approval, in accordance with fees established by the County, plus \$24/plan fee to the Town.

The conditions of final approval of a site review will be recorded with the plan. A fee of \$10.00 per sheet will be included in the costs of recording.

E. FAIR SHARE OFF SITE IMPROVEMENT FEE

F. FEES FOR TECHNICAL REVIEW

Fees for technical review by independent engineers, etc. when deemed necessary by Planning Board.

SITE PLAN WAIVER REQUEST FORM

Site Plan for
Name of Site Plan Robert E. Mutch on Land of Anne B. Heisey
Street Address 378 Route 4

I, Frederick E. Drew III hereby request that the
member: ORVIS/DREW, LLC
Planning Board waive the requirements of item(s), cc, dd, ss, kk, ll
nn
_____ of the Site Plan Checklist in
reference to a plan presented by (name of surveyor or engineer) Randy R. Orvis, LLS # 652
dated, May, 1999 for property tax map and lot
13 / LOT 25-1 number in the Town of Barrington, New
Hampshire.

Reasons why waiver is necessary.

1. Proposed use does not generate large amounts of traffic
2. There will be a small increase in runoff but no more than average home
3. Hydric soils were delineated by Mike Mariano

Signed,

Frederick E. Drew III

ROUTING SLIP

Name of Site Plan _____

Street Address _____

TO: ALL DEPARTMENT HEADS, TOWN OF BARRINGTON

The Planning Board has received a site plan for property located on Tax Map _____ Lot _____, owned by _____

The application has been accepted for such site plan, and the Planning Board would appreciate your comments relative to the design or impact on your departments, as you perceive it. Please note your comments below and return this sheet to us within two weeks. Thank you. Routing done by applicant.

DEPARTMENTS ROUTED TO:
INITIALS OF DEPT. HEADS

REVIEWED AND O.K.
OR HAVE CONCERNS, (PLEASE INDICATE)

Police Chief

Fire Chief

Highway-Road Agent

Conservation Commission

Town Planner

Town Engineer

Selectmen or their agent

Legal (Town Counsel)

Other

Comments:

APPLICATION FORM

Status:

Date:

1. Application incomplete. _____
2. Preliminary application complete, fees paid. _____
(Clerk)
3. Application formally accepted by Planning Board.
(Start 90 day review clock by RSA 676:4) (Vote of
Planning Board) _____
4. Preliminary approval granted or denied. _____
5. Final application complete, routing sheet returned. _____
6. Final approval granted or denied. _____
7. Waivers granted. (See attached sheet) _____
8. Comments.

I hereby apply for Site 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 Site Plan or Application specifications are incomplete, the Application will be considered rejected.

SITE PLAN APPROVAL NOTE:
To be placed on plan.

This approval is granted on compliance with all applicable Site Plan review Regulations, Subdivision Regulations, and Zoning Ordinance.

The Site Plan Regulations are a part of this plat and approval of this plat is contingent on completion of all the requirements set forth in the applicable regulations, excepting only any variance or modifications made in writing by the Board and attached hereto.

In consideration for approval and the privileges accruing there to, the applicant thereby agrees:

1. 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 site plan.

2. 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.

3. 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.

4. 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.

5. Applicant Frederick E. Drew III of PO Box 239, Barrington, NH to whom all communications to the applicant may be addressed with any proceedings arising out of the agreement herein.

ORVIS/DREW, LLC

SIGNATURE OF OWNER: _____

Anne B. Heisey

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, tests 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.



Peak Painters & Decorators

Monday, May 17, 1999

Barrington Planning Board
Barrington, NH 03825

Dear Sirs,

I have been a resident of Barrington and owner /operator of Peak Painters and Decorators since 1986. Peak Painters started as a residential painting company and has progressed to commercial painting as its main focus. Our work schedule includes projects such as: schools, hospitals, hotels, nursing homes, etc. We employ between 10 and 20 employees depending on work load. Our office staff consists of my project manager, field supervisor (part time in office) and myself. The remaining employees are hired to perform painting and wallcovering tasks in the field. They go directly to the individual jobsites from their homes.

The main purpose of our office location is to perform management and bidding tasks pertaining to our painting projects. All estimating, bookkeeping and equipment storage will be at our new location in Barrington. Storage will consist of equipment such as: ladders, spray equipment, misc. hand and power tools, small staging, wallpaper, painting sundries (drop cloths, paint brushes, etc.). As far as paint storage is concerned, we typically store no more paint or thinner than you would find in a residential basement or garage. The reason for this is that all paints are mixed to job specific colors. The colors are mixed from the supplier and delivered directly to the job site. Additionally it is customary to leave any remaining paint for the owners of the building.

The building will be designed so that all storage of equipment will be in the basement and all offices to be located on main floor. The site is designed to have a residential facade to blend in well with the surrounding properties. Main parking will be located at the rear of building and a few spaces up front to accommodate visitors. Average traffic flow for Peak Painters is very minimal, usually between three and five vehicles per day.

The building plan also incorporates a small 600 SF apartment rental space. This will be a studio space design for the purpose of a residential apartment.

Lastly, I chose Barrington as my building location for a number of reasons. I have been a long time resident of Barrington with two children in the Barrington School system. The proximity to my house is far more convenient than my present office location in Rye.

Sincerely,

A handwritten signature in cursive script that reads "Robert E. Mutch".

Robert E. Mutch



STANDARD FORM FOR MEMBERS OF THE NEW HAMPSHIRE ASSOCIATION OF REALTORS
SALES AGREEMENT and DEPOSIT RECEIPT - Page 2



In Compliance with the requirements of RSA 477:4-a, the following is provided to the BUYER on Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

INSPECTIONS: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. The Agent makes no warranties or representations regarding the condition, permitted use or value of the SELLER's real or personal property. This contract is subject to the following inspections, with results being satisfactory to the BUYER:

BUYER hereby elects to waive the right to all inspections, and signifies by initialing here _____.

The BUYER acknowledges receipt of the seller property information report attached hereto, and signifies by initialing here _____.

TYPE OF INSPECTION:	YES	NO	RESULTS REPORTED TO THE SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS REPORTED TO THE SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>21</u> days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of the contract. All inspections will be done by professionals normally engaged in the business to be chosen and paid for by the BUYER. If the results of any inspection or other condition specified herein reveal significant defects which were not disclosed or previously known to the BUYER, the SELLER shall have the option of repairing the unsatisfactory condition(s) prior to transfer of title if the BUYER and SELLER both agree, failing which the BUYER may terminate the contract and all deposits shall be returned to the BUYER. Notification in writing of intent to so repair should be delivered to the BUYER or agent working with the buyer within five (5) days of receipt by the SELLER of notification of unsatisfactory condition(s). Should the SELLER elect not to repair such unsatisfactory conditions, the BUYER may declare the contract null and void by notifying the SELLER in writing within five (5) days of receipt of SELLER's acknowledgment to not repair and any earnest money shall be returned to the BUYER. If the BUYER does not notify the SELLER that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the BUYER. In the absence of inspection mentioned above, the BUYER is relying completely upon the BUYER's own opinion as to the condition of the property.

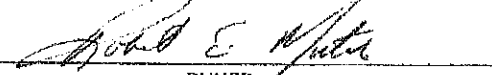
EFFECTIVE DATE: This is a binding contract and will be effective when it is signed and dated, and all changes initialed and dated, by the SELLER and the BUYER.

ADDITIONAL PROVISIONS:

1. Subject to a satisfactory test pit for a subsurface waste disposal system, to be completed within 21 days; at the buyers expense.
2. Subject to a driveway permit from the town of Barrington and the State of NH, to be completed within 21 days; at the buyers expense.
3. Subject to approvals from the Town of Barrington for a commercial building for office space. The buyer and general contractor will be scheduling for the June 3rd, 1999 planning board meeting and expect approvals on the 3rd of June.

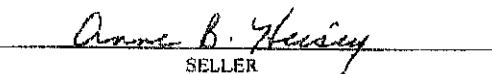
A copy of this contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, parties are advised to contact an attorney.

This agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.


 BUYER 4-2-99 265-19-5269
DATE SOCIAL SECURITY #

 BUYER DATE SOCIAL SECURITY #

The SELLER accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth.


 SELLER 4/3/99 213-38-8703
DATE SOCIAL SECURITY #

 SELLER DATE SOCIAL SECURITY #



STANDARD FORM FOR MEMBERS OF THE NEW HAMPSHIRE ASSOCIATION OF REALTORS

SALES AGREEMENT and DEPOSIT RECEIPT



THIS AGREEMENT made this 2 day of April, 1999

The SELLER Heisey of City County of State Zip

The BUYER Robert Mutch of 155 France Road City Barrington County of Strafford State NH Zip 03825

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain real estate located in Barrington, NH known as or described as 379 Route 4 a 3.61 acre lot with 295 feet of frontage on route 4, known as Map 13 Block 25 Lot 1, MLS # 534936

County Strafford NH Book 1005 Page 829 Date

The SELLING PRICE is Twenty-seven Thousand Dollars Dollars \$ 27,000.00
Deposit, receipt of which is hereby acknowledged, in the form of Personal Check
is to be held in an escrow account by Lovejoy Real Estate in the sum of \$ 1,000.00
Additional deposit will be paid on or before None \$ 0.00
CASH, CERTIFIED CHECK or BANK DRAFT on date of transfer of title in the sum of \$ 26,000.00

DEED: Marketable title shall be conveyed by a Warranty Deed deed, and shall be free and clear of all encumbrances except usual public utilities serving the property; any restrictive covenants of record to be acceptable to the buyer.

TRANSFER OF TITLE: On or before 11 June 1999 at Attorney's office, Registry of Deeds, Lending Institution, or place of mutual consent.

POSSESSION: Free of all tenants, personal property, and encumbrances except as herein stated is to be given on transfer of title or

AGENT: The undersigned SELLERS and BUYERS understand that Lovejoy Agency represents the SELLER, in this transaction Re/Max Executives Agency represents the Buyer, Mutch

INSURANCE: The buildings on said premises shall, until full performance of this agreement, be kept insured against fire with extended coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this agreement may be rescinded and the deposit refunded if any such loss exceeds \$1,000.00

TITLE: If, upon examination of title, it is found that the title is not marketable, the SELLER shall have a reasonable time, not to exceed 30 days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should the SELLER be unable to provide marketable title within said 30 days, the BUYER may rescind this agreement at the BUYER's sole option, with full deposit being refunded to the BUYER and all parties being released from any further obligations hereunder. The SELLER hereby agrees to make a good faith effort to correct the title defect within the 30 day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by the BUYER.

TAXES, special assessments, rents, water, and sewage bills and fuel in storage shall be prorated as of transfer of title or

PROPERTY INCLUDED: All fixtures Land to be untouched

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his obligation under this agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies to the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from its obligations as recited therein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligations of the parties.

FINANCING: This agreement () is (X) is not contingent upon the BUYER obtaining financing under the following terms:

AMOUNT TERMS/YEARS RATE

TYPE OF MORTGAGE: CASH SALE

The BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within calendar days, after the SELLER's acceptance, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this agreement. If the BUYER does not make application within the specified number of days, or if the BUYER fails to provide written financing commitment or written evidence of inability to obtain financing acceptable to SELLER by 19, TIME BEING OF THE ESSENCE, the financing contingency shall lapse, and SELLER shall have the option of declaring the BUYER in default. In the event written evidence of inability to obtain financing is provided by the above date, this agreement shall become null and void, and SELLER hereby authorizes escrow agent to return BUYER's deposit in full. The responsibility to provide SELLER with written evidence, as above, shall be solely the BUYER's.

ABH Seller(s) Initial

Buyer(s) Initial