

Project Application

Land Use Department

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

110-19420-GR-22-LL/9.6

Case Number: _____ Project Name: Astin / Gerard Lot Line Relocation Date 11/8/2022

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: Astin / Gerard Lot Line Relocation Area (Acres or S.F) 0.12 Ac

Project Address: 31 & 43 Liberty Lane

Current Zoning District(s): General Residential Map(s) 110 Lot(s) 19 & 20

Request: To adjust the boundary line between Lots 19 & 20 to help the building setback for a proposed garage on Lot 20.

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: Christine Astin & Brett Astin

Company _____

Phone: 603-664-7738 Fax: _____ E-mail: bcajj@atlanticbb.net

Address: 43 Liberty Lane, Barrington, NH 03825

Applicant (Contact): Raymond A. Bisson, LLS

Company Stonewall Surveying

Phone: 603-664-7738 Fax: _____ E-mail: StonewallSurveying@gmail.com

Address: 43 Liberty Lane, Barrington, NH 03825

Owner 2: Michael & Stacey Gerard Family Trust

Company _____

Phone: 207-512-0671 Fax: _____ E-mail: mrmike24@live.com

Address: 31 Liberty Lane, Barrington, NH 03825

Architect: _____

Company _____

Phone: _____ Fax: _____ E-mail: _____

Address: _____

Engineer: _____

Company _____

Phone: _____ Fax: _____ E-mail: _____

Address: _____

Barbara Prune
Owner Signature

Staff Signature

Raymond A. Bisson
Applicant Signature

Date

11-14-2022

Michael & Stacey Gerard
Owner 2 Signature



FEES:	
Application \$150.00	Public Notice: 75.00 per submission
Abutters @ _____ X \$7.00 each= _____	Other _____
Total Received: \$ _____ Cash _____ Check# _____	
Date Received _____	

**SECTION 9.6 APPLICATION FOR SPECIAL PERMIT FOR CONSTRUCTION
IN WETLAND BUFFER
TOWN OF BARRINGTON
PO Box 660; 333 Calef Highway
Barrington, New Hampshire 03825**

A SPECIAL USE PERMIT allows the Town of Barrington to consider special uses which may be essential or desirable to a particular community, but which are not allowed as a matter of right within a wetlands buffer in the Wetlands Protection District Overlay, but rather only by a special use permit. A public hearing is required.

Is the proposed use permitted by right in the appropriate base zoning district? (See Table 1, Table of Uses, located in the town zoning ordinance)

- If yes, then proceed with the below criteria for a Special Use Permit pursuant to Section 9.6.
- If, on the other hand, the proposed use requires a conditional use permit, a special exception, or a variance, you must obtain that permit or approval before seeking a Special Use Permit pursuant to Section 9.6.

This application applies only to uses proposed in the Wetlands Protection District Overlay that violate the required wetland buffer. There is a separate application for a Conditional Use Permit pursuant to Section 3.4, which is also available in the town Land Use Office.

Is the proposed use related to a Site Plan or Subdivision Application? Yes X No _____

Name of Project Astin / Gerard Lot Line Relocation

Address of Property 43 Liberty Lane

Tax Map 110 Lot 20 Zoning District(s) GR Overlay WPO Total Area of Site X

Name of Applicant/Agent Raymond Bisson, LLS of Stonewall Surveying

Mailing Address of Applicant/Agent PO Box 458, Barrington, NH 03825

Telephone: 603-664-3900 Email: StonewallSurveying@gmail.com

Name of Property Owner Christine Astin & Brett Astin

Mailing Address of Property Owner 43 Liberty Lane, Barrington, NH 03825

Telephone: 603-664-7738 Email: bcajj@metrocast.net

Letter of Authorization Provided X

Signature of Owner 

Deed Provided X

Revised 5/22/13

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Describe in detail all existing uses and structures on the subject property (You may attach a separate typed sheet):

This is a residential property with house and attached garage, chicken coop and greenhouse. Lots of gardens and varying vegetation.

Size of Impact **The proposed disturbance into the wetland buffer will be approximately 625 square feet all contained within the existing tree line.**

Describe in detail all proposed uses, structures, construction, or modifications requiring a Special Use Permit.

The proposed detached garage is for housing vehicles, yard equipment and OHRV vehicles in an area where a temporary tent once stood. This area has crushed stone and a gravel/grass access path through the gate. We are asking for a 15 foot reduction in the wetland buffer. Placement of the garage is for ease of access into and out of the garage while allowing room between the garage and retaining wall.

Describe in detail how the following standards of the Town of Barrington Zoning Ordinance under Section 9.6 "Special Permit for Construction in a Wetlands Buffer" have been satisfied by your proposal. (You may attach a separate sheet.)

1. The proposed use is in keeping with the intent and purposes set forth in the zoning ordinance as permitted in the base zoning district (See Table 1, Table of Uses, located in the zoning ordinance). If the base zoning district requires a conditional use permit or special exception for the proposed use, one must already have been obtained; or if the proposed use is not listed on the Table of Uses or is listed but not permitted, one must already have obtained a variance.

The proposed detached garage is an allowable use in the General Residential district.

2. After a review of all reasonable alternatives, it is determined to be infeasible to place the proposed structure or use outside of the buffer zone.

My clients wish for the garage to be out of sight from the road. Because of the septic and well locations, they cannot place the garage near the existing house. They also do not want the garage placed randomly in the backyard requiring an extensive driveway. The proposed location reduces the impervious surfaces by keeping it close to the existing driveway and is being placed on an already disturbed location.

3. The proposed structure or use must be set back as far as possible from the delineated edge of the wetland or surface water.

In order to keep access to the rear of the property and maintenance of the garage and retaining wall, the garage is being placed approximately eight feet from the retaining wall. This still maintains a setback of 35 feet from the wetlands, which is in-line with the State of New Hampshire setbacks and Barrington's sec. 9.5.1(1).

4. Appropriate erosion control measures must be in place prior to and during construction.

Per plan note #9, required erosion control measures will be used during construction to contain soil run off.

5. Any disturbance to the surrounding buffer zone must be repaired and restored upon completion of construction.

All activities will be constructed within the existing tree line and fenced in area. No additional trees are being planned to be cut. The disturbed soil around the garage will be replanted with grass.

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6. All available mitigation measures to address changes in water quality and quantity be implemented, along with design and construction methods to minimize adverse impacts, if required by the Planning Board.

This is a minimal project with the disturbed area being lawn and crushed stone. There is nothing planned to have an impact on the wetland or the existing vegetation

Statement of Assurance and Agreement:

I hereby certify that to the best of my knowledge this submitted application information is true and correct. All proposed development will be in conformance with the information contained on the application and in the approved plan as well as the provisions of the Town of Barrington ordinances and regulations.

The Owner/Agent, by filing an application, hereby grants permission for members of the Board and staff to enter onto the subject property for the purposes of this review.

<i>Raymond A. Bisson</i>	Nov. 8, 2022
Applicant/Agent Signature <i>[Signature]</i>	Date Nov 8, 2022
Owner Signature <i>[Signature]</i>	Date Nov 8, 2022
Owner Signature <i>Barbara Drvine</i>	Date <i>11-14-2022</i>
Staff Signature	Date

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LAND USE OFFICE

Applicant: **Astin / Gerard**
Lot Line Relocation

Case #: **110-19+20-GR-22-LL/9.6**

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

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Application Checklist

Barrington Subdivision Regulations

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

(date of adoption)

10/1/2003

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Application Checklist

Barrington Subdivision Regulations

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

Application Checklist

Barrington Subdivision Regulations

b. Contiguous uplands(a)	<input type="checkbox"/>	X		
5. Proposed streets:	<input type="checkbox"/>	X		
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"/>	X		
7. Show at least one benchmark per sheet (min.) and per 5 acres (min.) of total site area	<input type="checkbox"/>	X		
8. Soil Conservation Service (SCS) soil survey information	<input type="checkbox"/>	X		
9. Location, type, size & inverts of the following (as applicable):	<input type="checkbox"/>	X		
a. Existing water systems	<input type="checkbox"/>	X		
b. Existing drainage systems	<input type="checkbox"/>	X		
c. Existing utilities	<input type="checkbox"/>	X		
10. 4K affluent areas with 2 test pit locations shown with suitable leaching areas	<input type="checkbox"/>	X		
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"/>	X		
12. Existing tree lines	<input type="checkbox"/>	X		
13. Existing ledge outcroppings & other significant natural features	<input type="checkbox"/>	X		
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"/>	X		
Section IV				
Construction Detail Drawings				
Note: Construction details to conform with NHDOT Standards & Specifications for Roads & Bridges, Town of Barrington Highway Department requirements, and Subdivision Regulations	<input type="checkbox"/>	X		
1. Typical cross-section of roadway	<input type="checkbox"/>	X		
2. Typical driveway apron detail	<input type="checkbox"/>	X		
3. Curbing detail	<input type="checkbox"/>	X		
4. Guardrail detail	<input type="checkbox"/>	X		
5. Sidewalk detail	<input type="checkbox"/>	X		
6. Traffic signs and pavement markings	<input type="checkbox"/>	X		
7. Drainage structure(s):	<input type="checkbox"/>	X		
8. Outlet protection riprap apron	<input type="checkbox"/>	X		
9. Level spreader	<input type="checkbox"/>	X		
10. Treatment swale	<input type="checkbox"/>	X		
11. Typical section at detention basin	<input type="checkbox"/>	X		
12. Typical pipe trench	<input type="checkbox"/>	X		
13. Fire protection details	<input type="checkbox"/>	X		
14. Erosion control details:	<input type="checkbox"/>	X		
15. Construction Notes	<input type="checkbox"/>	X		
a. Construction sequence	<input type="checkbox"/>	X		
b. Erosion control notes	<input type="checkbox"/>	X		
c. Landscaping notes	<input type="checkbox"/>	X		
d. Water system construction notes	<input type="checkbox"/>	X		
e. Sewage system construction notes	<input type="checkbox"/>	X		
f. Existing & finish centerline grades	<input type="checkbox"/>	X		
g. Proposed pavement - Typical cross-section	<input type="checkbox"/>	X		
h. Right-of-way and easement limits	<input type="checkbox"/>	X		
i. Embankment slopes	<input type="checkbox"/>	X		
j. Utilities	<input type="checkbox"/>	X		

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Application Checklist

Barrington Subdivision Regulations

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

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APPLICATION AGREEMENT

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

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

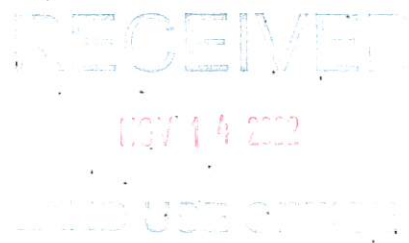
- E. To carry out the improvements agreed upon and as shown and intended by said plat, including any work made necessary by unforeseen conditions which become apparent during construction of the subdivision.
- E. To post all streets "Private" until accepted by the Town and to provide and install street signs as approved by the Selectmen of the Town for all street intersections.
- E. To give the Town on demand, proper deeds for land or rights-of-way reserved on the plat for streets, drainage, or other purposes as agreed upon.
- E. To save the Town harmless from any obligation it may incur or repairs it may make, because of my failure to carry out any of the foregoing provisions.
- E. ~~Mr/Mrs~~ **Raymond Bisson of Stonewall Surveying** _____ to whom all communications to the subdivider may be addressed with any proceedings arising out of the agreement herein.

Signature of Owner: *[Handwritten signatures]*

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: *Blair* *Alan J. ...* *Ally ...* *Seung M. Seung*

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.

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LAND USE

ADMINISTRATIVE AND REVIEW FEES



November 8, 2022

Town of Barrington
Planning Board
PO Box 660
Barrington, NH 03825

RE: Astin / Gerard Lot Line Relocation

Location: **31 & 43 Liberty Lane, Barrington, Strafford County, New Hampshire**
Tax Map & Lot Number: **Map 110 Lots 19 & 20**

Job No: **22045**

Dear Members of the Planning Board,

My client, Christine & Brett Astin, first approached me about a plot plan for a new garage behind their house for their multiple vehicles, OHRV and yard equipment that they would like to store in the garage. Currently, they are using the greenhouse as storage as they removed the temporary tent that used to stand in the location of the proposed garage.

The way the property was developed around this existing house in 2003 created difficulties in development on this lot. It was determined that the property line setback was too close to the proposed garage location, so they approached their neighbor, Stacey M. Gerard & Michael R. Gerard, Jr., about a small lot line relocation that would provide them with the necessary building setback. The Gerard's had no issue with the adjustment.

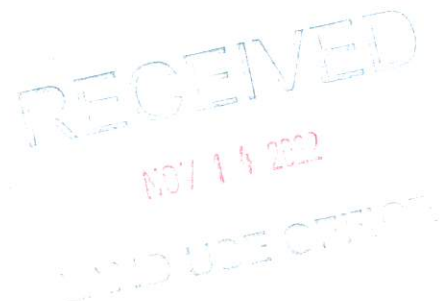
This house is the original building prior to the 2003 subdivision of Liberty Lane. Placement of proposed garage is difficult as my client does not want the garage to be visible from the road. They also have lots of landscaping between the road and house. Behind the house is the leach field and a retaining wall comes off the existing house. This makes it difficult to move the garage to be near the existing house. The adjustment provides the adequate relief from the retaining wall and keeps outside the 35 foot setback and not need a variance from the Zoning Board.

The other issue they have is the 50 foot wetland buffer. The proposed location puts them at 35 feet from the closest wetland. They do not want the garage to be placed randomly in the yard with a long driveway as this will have a greater impervious surface area. The proposed location is also in an already disturbed location with crush stone and a gravel/grass access into the rear of the property via the gate. Therefore, we are requesting the relief form the wetland setback from 50 feet to 35 feet.

Again, no additional tree cutting is proposed as the proposed garage is within the existing tree line and fenced in area, so there is no additional wetland buffer encroachment.

Thank you for your time reviewing this matter.
Sincerely,

Raymond A. Bisson, LLS
Stonewall Surveying



Letter of Authorization

November 8, 2022

Town of Barrington
Planning Board
PO Box 660
Barrington, NH 03825

To Barrington Planning Board Members:

We the undersigned, hereby authorize Raymond Bisson from Stonewall Surveying and his appointees to act on our behalf in all manners relating to the Lot Line Relocation request, including the signing of all documents related to these matters for the property located at 31 & 41 Liberty Lane, Barrington, NH, Tax Map 118 Lot 21. Any and all acts carried out by Raymond Bisson and appointees on our behalf shall have the same effect as acts of our own.

This authorization is valid until further written notice from myself, Christine Astin & Brett Astin and Stacey M. Gerard & Michael R. Gerard, Jr.

Sincerely,



Christine Astin
Brett Astin
43 Liberty Lane
Barrington, NH 03825



Stacey M. Gerard
Michael R. Gerard, Jr.
31 Liberty Lane
Barrington, NH 03825

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LAND USE DEPT

**CHRISTINE & BRETT ASTIN
43 LIBERTY LANE
BARRINGTON, NH 03825**

**MICHAEL & STACEY GERARD
FAMILY TRUST
31 LIBERTY LANE
BARRINGTON, NH 03825**

**STONEWALL SURVEYING
PO BOX 458
BARRINGTON, NH 03825**

**THE SCARPONI FAMILY
REVOCABLE TRUST
53 LIBERTY LANE
BARRINGTON, NH 03825**

**THE DITURSI FAMILY
REVOCABLE TRUST OF 2014
54 LIBERTY LANE
BARRINGTON, NH 03825**

**JOHN NICKERSON &
JENNIFER C. NICKERSON
44 LIBERTY LANE
BARRINGTON, NH 03825**

**JASON DORAN &
WENDY L. DORAN
34 LIBERTY LANE
BARRINGTON, NH 03825**

**LAKEVIEW ESTATES
HOMEOWNERS ASSOC. INC
14 WADLEIGH LANE
HAMPTON FALLS, NH 03844**

**JOSHUA C. TURNER
ASHLEY M. TURNER
30 LIBERTY LANE
BARRINGTON, NH 03825**

2004 APR 16 PM 3:58

REGISTER OF DEEDS
STRAFFORD COUNTY

009437

BK2976PG0222

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **DIVA DEVELOPMENT, LLC**, a New Hampshire limited liability company, with a mailing address of PO Box 166, 67 Exeter Road, Hampton Falls, County of Rockingham, State of New Hampshire, for consideration paid, grants to CHRISTINE^{L.} and BRETT^{C.} ASTIN, husband and wife, as joint tenants with rights of survivorship, with a mailing address of 42 Nute Road, Madbury, New Hampshire, 03820, with **Warranty Covenants**, a certain tract or parcel of land, located in Barrington, Strafford County, New Hampshire, and more particularly bounded and described as follows:

Lot No. 3, with any buildings and improvements thereon, as shown on a plan entitled "Tax Map 2, Lot 13 Subdivision Plan of Land in Barrington, N.H. Known as Lakeview Estates (Formerly Camp Don Bosco) as Drawn for King Oak Properties, LLC" dated July 17, 2003, recorded in the Strafford County Registry of Deeds as Plan No. 74-41 through 74-46.

Subject to the Lakeview Estates Subdivision Protective Covenants recorded in said Registry at Book 2976, Page 0210, as amended.

Meaning and intending to describe and convey a portion of the premises conveyed to the within Grantor by Warranty Deed of Ralph B. Luby and Gail Day Luby dated February 12, 2004 and recorded in said Registry at Book 2940, Page 0607.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

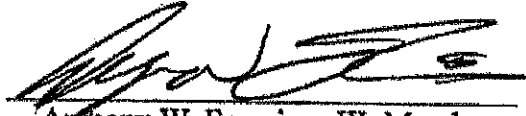
****5 THOUSAND 7 HUNDRED AND 30 DOLLARS

MO.	DAY	YR.	AMOUNT
04	16	2004	657424 \$ ****5730.00

VOID IF ALTERED

EXECUTED this 9 day of April, 2004.

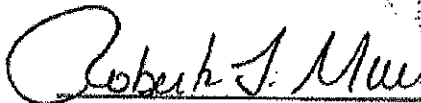
DIVA DEVELOPMENT, LLC

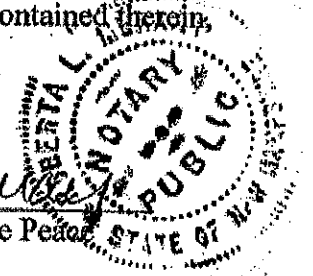
By: 
Anthony W. Franciosa III, Member
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 9th day of April, 2004, before me, the undersigned officer, personally appeared Anthony W. Franciosa, who acknowledged himself to be the Member of DIVA Development, LLC, a New Hampshire limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the limited liability company by himself as Member. *duly authorize d*

Before me,


Notary Public/Justice of the Peace
My Commission Expires:
ROBERTA L. MURRAY
Notary Public - New Hampshire
My Commission Expires November 7, 2006



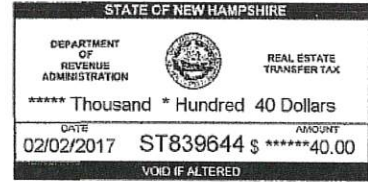
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Please return to:

Gregory J. Majewski, Esq.
33 Main St., Suite 201
Nashua, NH 03064



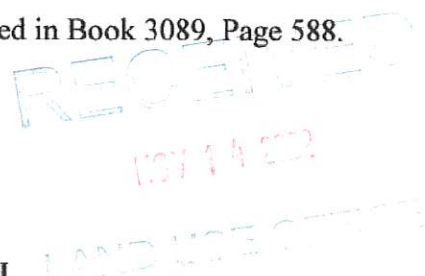
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Stacey M. Gerard and Michael R. Gerard, Jr., wife and husband, of 31 Liberty Lane, Barrington, Strafford County, New Hampshire 03825, **as a gift** and for estate planning purposes, Grant to Michael R. Gerard, Jr. and Stacey M. Gerard, Trustees of the Michael and Stacey Gerard Family Trust under declaration of trust dated December 19, 2016, being a revocable trust and having an address at 31 Liberty Lane, Barrington, Strafford County, New Hampshire 03825, with WARRANTY COVENANTS,

A certain tract or parcel of land, with the buildings thereon, located in Barrington, Strafford County, New Hampshire, being shown as Lot No. 8 on a plan entitled "Tax Map 2, Lot 13 Subdivision Plan of Land in Barrington, N.H. Known as Lakeview Estates (Formerly Camp Don Bosco) as Drawn for Kings Oak Properties, LLC" dated July 17, 2003, recorded in the Strafford County Registry of Deeds as Plan No. 74-41 through 74-46, to which Plan reference may be made for a more particular description.

Subject to the following:

1. Subject to easements, facts, issues and notations as shown on Plan Nos. and Plan No. 70-15.
2. Subject to the Lakeview Estates Subdivision Protective Covenants recorded in Book 2710, Page 0210, as amended.
3. Subject to ten (10) foot right of way to Nippo Lake reserved to Arvid T. Thoren in deed recorded in Book 620, Page 249.
4. Subject to easement to Verizon New England, Inc. as described in deed of DIVA Development, LLC recorded in Book 3032, Page 999.
5. Subject to easement to Verizon New England, Inc. and Public Service Company of New Hampshire as described in deed recorded in Book 3032, Page 1001.
6. Subject to Protective Covenants recorded in said Registry at Book 2976, Page 210, as amended.
7. Subject to conservation easement to Town of Barrington recorded in Book 3089, Page 588.



LAKEVIEW SUBDIVISION
Protective Covenants

WHEREAS, DIVA DEVELOPMENT, LLC ("Grantor"), a New Hampshire limited liability company with a registered agent office at 67 Exeter Road, PO Box 166, Hampton Falls, NH 03844, is the developer of a certain tract of land in Barrington, New Hampshire, consisting of thirty (30) lots as described on plan entitled "Tax Map 2, Lot 13, Subdivision Plan of Land in Barrington, N.H. Known as Lakeview Estates (formerly Camp Don Bosco) as drawn for King Oak Properties, LLC" by James M. Lavelle Assoc., dated January 12, 2004, as recorded with the Strafford County Registry of Deeds as Plan 74-41; and

WHEREAS, the Grantor intends to sell and convey ownership of each of these lots in private sales to individuals; and,

WHEREAS, the Grantor desires hereby to impose upon all lots mutual and beneficial protective covenants and restrictions in order to ensure the continued use of the premises as a whole as an attractive residential subdivision, to ensure the natural beauty and character of the area so subdivided, and to provide each lot owner with assurances that the surrounding lots within the subdivision will be subject to reasonable safeguards against acts or conditions detrimental to the value of the lots or the peace and enjoyment of each lot owner;

NOW, THEREFORE, each and every deed hereafter purporting to convey any interest in the above-described lots of land shall be subject to and with the benefit of the following restrictions and covenants which shall run with the land and inure to the benefit of the Grantor and each of the owners of the above-described lots, their heirs, successors and assigns:

1. APPLICABILITY.

- a. Acceptance of a deed or contract for any of the lots encumbered by these Protective Covenants (the "Covenants") shall constitute an agreement by said owner(s) for himself or herself, his or her heirs, executors, administrators, successors or assigns, to become subject to these Covenants.
- b. Every purchaser of an unimproved lot, as a condition of taking title to the lot, shall sign a "Compliance Agreement" prepared by Grantor in the form attached to these Covenants. Said Compliance Agreement will include any modifications which may be made by Grantor subsequent to the recording of these Covenants. This provision shall apply to all purchasers of unimproved lots whether the lot was sold to such purchaser by Grantor or any transferee of said Grantor.

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2. USE OF LOTS.

- a. No lot shall be used except for single-family residential purposes; no apartments or self-contained living units are to be occupied by persons who are not members of the same family occupying the other portions of the premises. No commercial business activity of any nature shall be carried on upon any of the lots. Personal business activity shall be limited to the maintenance of a private office within the dwelling. No calling hours or regular business appointments shall be held or scheduled for any personal business conducted on the premises, and no signs shall be maintained indicating the presence of any business upon the premises.
- b. Further subdivision of the lots is expressly prohibited without the written permission of Grantor and the Barrington Planning Board.

3. CONSTRUCTION TIME.

When construction of the buildings on the premises is begun, work thereon must continue without significant interruption and must be completed not more than ten (10) months from commencement date and prior to the issuance of an occupancy permit. Application for extension of the ten (10) month period may be made to Grantor, its successors or assigns. Such extension shall not be unreasonably withheld, provided that the lot owner provides a specific time frame in which completion of construction is expected to occur. If the work is not completed within the ten (10) month period and prior to an occupancy permit being issued, the owner of the dwelling or structure shall be subject to penalty assessments as provided in these Covenants until completion of the work.

4. OUTBUILDINGS, ADDITIONAL STRUCTURES, ETC.

- a. Garages. Each single-family dwelling shall have a private garage attached to the dwelling unit for not less than two (2) cars. The garage must be built at the time of the construction of the dwelling. Grantor shall retain the right to determine placement of the garage when reviewing plans submitted. A garage underneath the dwelling may be approved by the Grantor in its sole and absolute discretion.
- b. Addresses and Mailboxes. Owner shall place a mailbox, pursuant to a design approved by Grantor, upon which they will place the lot number or address of the lot in a manner in keeping with the character of the subdivision.
- c. Fuel Storage. No fuel tank (other than ancillary propane type tanks to accommodate barbeque grills and the like) or similar storage receptacles may be exposed to view.

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- d. Exterior. No antennas of any type or satellite dishes with diameters larger than twenty-four (24) inches, garbage dumpsters or trash containers (except during construction) shall be maintained upon any lot unless confined within the dwelling or garage. No above ground swimming pools, clotheslines, vegetable gardens, firewood or brush piles shall be maintained in the front yard areas of any lot (from side lot line to side lot line between the dwelling and the road). No additions or outbuildings or appurtenances shall be constructed unless prior approval has been obtained. No noxious or offensive activities shall be carried out upon any of the lots, nor shall any activity be conducted thereon which may become an annoyance or nuisance to the neighborhood.

5. SIZE OF DWELLING.

Each two story single family dwelling unit shall have a gross living area, finished, of not less than eighteen hundred (1,800) square feet, and each one story single family dwelling unit shall have a gross living area, finished, of not less than one thousand five hundred (1,500) square feet, exclusive of basement, garages, porch and decks. All dwelling units shall be constructed with and shall maintain a two or three car garage with asphalt, crushed stone, or other material approved by Grantor, driveway.

6. DESIGN AND PLAN APPROVALS.

- a. All buildings and structures shall be architecturally designed in keeping with traditional styles. Grantor, in its sole discretion, reserves the right to approve the plans and specifications of all residences and other structures. No building may be placed upon any lot or altered in its exterior dimensions or appearance without such construction or alteration first being approved in writing. Until such time as all of the lots have been sold by the Grantor, the Grantor or such person as may be designated by Grantor by recorded instrument, shall have the sole responsibility and discretion to grant or deny or grant upon condition the approval of any such proposed construction or alteration. A statement or certificate of the Grantor reasonably identifying the planned construction and indicating approval or approval upon condition shall, when recorded at the Strafford County Registry of Deeds, be conclusive as to such approval. After all such lots have been sold by the Grantor, the owners of such lots may, by majority vote, designate a successor to such approval responsibility and discretion. The scope of such discretion is, in any event, restricted to ensuring conformance with these Covenants, and consistency of design style within the subdivision. Plans that conform to these covenants and do not detract or substantially depart from the designs previously constructed within the subdivision are not to be unreasonably denied.

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- b. Grantor shall have no liability to any lot owner or any other individual except for exercise of its rights to make decisions regarding approval of plans as specified in these Covenants. Upon relinquishment of responsibility for approvals to any future Homeowners' Association, Grantor shall have no liability of any kind for any actions taken by such future Association. By acceptance of a deed to a lot, the lot owner(s) agree to indemnify and Hold Grantor harmless with respect to any expenses incurred or monies paid as a result of any claim, lawsuit or damages resulting from the approval process.

7. APPROVAL PROCESS.

- a. Grantor approval of designs, plans and specifications shall be in its sole discretion and shall include the requirement that all permissions, permits and approvals of appropriate governmental authorities have been obtained, as evidenced by such documentation as Grantor may reasonably request. In deciding whether to grant approval, Grantor may request reasonably additional plans from the applicant to aid in its determination.
- b. In the event that no legal action is brought against the owner of any newly constructed residence, challenging compliance with these Covenants within thirty (30) days of substantial completion of the exterior of any dwelling, outbuilding or addition, there shall be established a conclusive presumption that said dwelling, outbuilding or addition complies with these Covenants.
- c. Grantor shall not be liable for any errors of judgment in approving plans later found by a court not to be in conformity with these Covenants except for bad faith approval of non-conforming plans by Grantor.
- d. Grantor shall not be obligated to retain any plans or specifications for an approved dwelling for more than sixty (60) days after completion of the dwelling including landscaping.

8. PLANS REQUIRED.

Prior to commencement of construction on each lot, the lot owner shall submit for approval, some or all of the following as Grantor shall require:

- a. A site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting.
- b. Floor plans for the dwelling showing the minimum square feet of living space as defined in Section 5 above;
- c. Elevation plans showing all facades of all buildings on the lot;
- d. Exterior color scheme for the dwelling and appurtenant structures;

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REMOVED
LAW COLLECTION

9. EXTERIOR SURFACES.

All structures shall have exterior wall surfaces covered with cedar clapboards or shingles or other natural wood product or a combination of any of the foregoing. The use of simulated or artificial brick or stone, composition clapboards, or aluminum siding, or metal wrapped trim (except as provided below) or any other similar materials shall not be allowed, nor shall mercury vapor lights be utilized to light any portion of a lot or building.

Roofing materials shall be either wood shingles or "architectural" shingles. The use of certain types of vinyl siding may be approved in the sole discretion of Grantor or any future Homeowners' Association once authority for architectural approval has been turned over to some future authority. All dwellings shall be constructed on poured concrete foundations.

10. LANDSCAPING.

- a. Attractive landscaping is an essential element of the maintenance of property values in a subdivision. As such, Grantor reserves the right, until authority for architectural approvals is transferred to any future Homeowners' Association, to require landscaping to be utilized which, in its sole discretion, is in keeping with the character of the subdivision and which will maintain property values. All landscaping as approved in the site plan above, will be finished concurrently with substantial completion of the dwelling. Provided, however, that if substantial completion does not occur before November 15, the landscaping shall be completed on or before May 15 of the following year. Landscaping shall include, but not be limited to, front and side lawns, shrubs and planting, each to be approved as provided herein.
- b. In addition, the plan shall include the finished floor elevation of the building(s) and a detailed plan of the proposed lot grading to insure that the finished site blends attractively with the surroundings and provides for adequate storm water runoff in accordance with the approved subdivision plans.
- c. Approval of the site plan does not relieve the homeowner or building contractor of their responsibility to ensure that the grading of the lot does not cause any ponding or erosion problems on any lot or other portion of the subdivision.
- d. Before or at the time of closing, the purchase of any lot shall be required to make arrangements satisfactory to Grantor to ensure the completion of landscaping in accordance with the approved landscaping plan and in a

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timely manner as specified in paragraph a. above. As for lots which shall not be developed by the Grantor, Grantor shall have the right to require each lot owner, upon closing on a lot, to deposit a \$5,000.00 escrow to cover the cost of completion of the landscaping unless alternate arrangements are made that are satisfactory to Grantor.

- e. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be placed anywhere thereon. All lots and all portions of a lot and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plant beds, trees, turf and proper irrigation.
- f. Pesticides may be used only in quantities as directed by the applicable manufacturer or as recommended for application by appropriate professionals.

11. FENCES.

- a. Fences shall be placed in proximity to any lot line so as to assure an owner's ability to maintain the fence from the owner's property. No fence exceeding six (6) feet in height shall be permitted on any lot, except as part of an approved tennis court layout or swimming pool enclosure. However, under no circumstances shall silver or galvanized chain link fence be approved. No fence shall be constructed between the front plane of any house and the street unless approved by Grantor. All fences shall be constructed with the finished side facing away from the dwelling.

Notwithstanding the above, Grantor, or any future Homeowners' Association upon transfer of these rights to such Association, may place ornamental posts and fencing along the entrance of the subdivision and portions of the roadway in proximity to the entrance to enhance the esthetics of the road.

- b. Any lot owner wishing to install any fence shall submit a drawing of such fencing and a sample of materials to be used to Grantor prior to installation. No such fence shall be installed without obtaining Grantor's approval.

12. SIGNS.

- a. No commercial or advertising sign of any kind shall be erected, placed, permitted or maintained on any lot or improvement except for a single sign no larger than two (2) square feet advertising a lot or house for sale or rent. This prohibition shall apply to any sign advertising the builder of a home or his subcontractors unless waived by Grantor.

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- b. Notwithstanding paragraph a. above, Grantor reserves the right to place signs on the property advertising lot and home sales and its preferred builders. The number and size of such signs shall be in Grantor's sole discretion.

13. MOBILE AND MODULAR HOMES/TEMPORARY STRUCTURES.

Mobile homes or structures of a temporary character shall not be permitted on any lot except as a temporary shelter during repair or renovation of an existing structures, or as a temporary construction or sales trailer to be used by or on behalf of Grantor, its Builder or Agent. The plans for the use of homes of modular construction will need prior written approved by Grantor prior to construction.

14. NO VEHICLE STORAGE.

Unregistered or uninspected automobiles or automobiles being repaired, refinished or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure.

15. ANIMALS.

No farm animals or fowl shall be maintained on any lot. A reasonable number of household pets shall be allowed, but shall not be bred or maintained for purposes of resale.

No animals shall create unreasonable noise or create a nuisance or annoyance to neighbors.

16. BUILDING AND LOT MAINTENANCE.

- A. (1) Prior to construction, a gravel drive shall be installed, and during construction, the subdivision roadway, within fifty (50) feet of the lot driveway in either direction, shall be kept clean and free of dirt, mud, and dust from vehicles and construction debris.
- (2) Construction materials shall not be stored or stockpiled on the site closer than thirty (30) feet of the paved portion of the subdivision roadway.
- (3) Construction vehicles and equipment shall be parked or stored only within the boundaries of the lot, i.e. shall not encroach upon the fifty (50) foot town road right-of-way, and every effort shall be made to place such vehicles no closer than twenty (20) feet from any property line.

BK 2976 PG 0216

- (4) The owner on whose lot construction is taking place shall be responsible to Grantor or any future Homeowners' Association for compliance with the requirements of this paragraph A.
- B. (1) During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked or placed within the incomplete structure. Stockpiling of materials and parking of construction vehicles and equipment when not in use shall be no closer than twenty (20) feet from the roadway.
- (2) Construction debris shall be kept in a dumpster. The dumpster shall be emptied when full, and not permitted to overflow and any debris or trash will be picked up and placed in the dumpster during construction.
- C. Any disturbance to the paved roadway or land area within the subdivision fifty (50) foot road right-of-way, shall be repaired to include the paved surface, grading, loam and seed, and replacement of any shrubs or plantings which have been damaged or destroyed.
- D. (1) To implement effective and adequate erosion control and protect the beauty of the property, Grantor or any future Homeowners' Association shall have the right to enter upon any property before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining properties or alleviate any unsightly conditions or constructing or maintaining erosion prevention devices.
- (2) Prior to exercising its right to enter upon the property, Grantor or any future Homeowners' Association shall give the owner the opportunity to take corrective action by giving the owner written notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such owner. If the owner fails to take the corrective action specified within fifteen (15) days after having been notified, Grantor or any future Homeowners' Association may exercise its right to enter upon the property in order to take the necessary corrective action.
- (3) The cost of such corrective action or erosion prevention measures shall be paid by the owner within thirty (30) days after receipt by owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a common expense assessed to the lot owner for which Grantor or any future

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Association shall be entitled to a lien upon the lot for such common expense as well as all costs associated with the collection of such expense including reasonable attorney's fees. Failure of the owner to pay the expense within thirty (30) days shall impose upon the owner interest at the rate of one and one half percent (1 ½%) per month until the balance is paid in full.

- E. Trash, garbage or other waste materials shall be stored in sanitary containers, which shall not be visible from the street. Structures and grounds on each lot shall be maintained at all times in a neat and orderly manner.
- F. Owners of vacant lots, lots with houses under construction, and lots with finished homes shall at all times keep and maintain their property in an orderly manner, not permit lawns to become overgrown, and prevent any accumulation of rubbish or debris on the premises. Front yards shall be free of unattended lawn chairs, swing sets, swimming pools and the like.

17. TREE REMOVAL.

Within fourteen (14) days of cutting, any felled trees shall be cut up and the logs neatly stacked. Any stumps or slash shall be buried or removed from the lot. If buried, the location must be within owner's lot and not in the road or open space.

18. EASEMENTS.

The Grantor and any future Homeowner's Association shall have access to lots in the subdivision for the purpose of maintaining the various drainage, grading and slope easements shown on the Plan. The Grantor and any future Homeowner's Association shall indemnify and hold harmless any lot owners with respect to any claims arising from work done to maintain an easement area.

19. HOMEOWNER'S ASSOCIATION.

Grantor shall have the right at any time to create a Homeowner's Association and promulgate reasonable rules and regulations associated therewith, and shall retain exclusive control over such Association until all lots within the subdivision are conveyed. Upon the sale of the thirtieth (30th) lot in the subdivision, the lot owners shall also have the right, by unanimous vote, to create such Homeowner's Association.

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20. GENERAL PROVISIONS.

- a. All of the foregoing covenants, conditions and reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any lot encumbered by these Protective Covenants regardless of how title was acquired for a period of twenty-five (25) years from the date of the recording hereof, after which time said Covenants will be automatically extended for successive periods of ten (10) years.
- b. Grantor, as long as it owns an interest in any lot encumbered by these Protective Covenants or remains obligated for any development work, reserves the right to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by these Covenants for the purpose of carrying out and completing the development of the subdivision, as well as to abate, remove or correct any violations of these Covenants and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong. However, the provisions of this paragraph shall not be deemed to obligate Grantor to in fact take such action once it has turned over authority or responsibility for enforcement of these Covenants to a successor subdivided/developer or to any future Homeowner's Association.
- c. Grantor or any future Homeowner's Association upon relinquishment of the enforcement rights to it, shall have the right, in addition to any other applicable remedies legally available to assess a penalty in the amount of One Hundred Dollars (\$100.00) per day for the violation or breach of any of these Covenants, conditions, reservations or restrictions upon failure of a lot owner to cure such violation after notice to the violator is given as required herein, or if not otherwise set forth, within thirty (30) days of such violation.
- d. Grantor has the ability to alter, amend or revoke the foregoing covenants, conditions, reservations and restrictions at any time so long as it retains ownership of any lots in the subdivision.
- e. Invalidation of any one of these Covenants by court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- f. These Covenants shall be read in conjunction with all other recorded documents affecting the subdivision including recorded plans. In the event of a conflict between these Protective Covenants and any other recorded documents affecting use of the lots or subdivision property, the more restrictive provision shall govern the use or activity on the lot or in the subdivision.

- g. Failure to specifically refer to and include or incorporate these Covenants in deeds to any lot shall not in any manner affect the validity and effectiveness of these Covenants upon any lot made subject to them.
- h. Any notice provided for in these Covenants shall be served by being delivered in hand to the dwelling on any lot, or to such other address or location as a lot owner may have specified in writing to Grantor or to any future Association. Such notice shall also be deemed delivered if properly addressed and sent by first class mail except in a case where the penalty assessment provisions of these Covenants may be invoked for failure to comply, in which case such notice shall be sent by certified mail, return receipt requested, and shall be deemed received upon signing of the receipt or five (5) days after the first notice of attempt to deliver certified mail.
- i. At the time of closing, each lot owner shall sign a Compliance and Disclosure Agreement indicating receipt of and review of these Covenants, acknowledgment of the requirement of paragraph c. above and such other matters as in Grantor's reasonable judgment are appropriate to be contained in such Agreement.

DIVA DEVELOPMENT, LLC

By: *[Signature]*
 Anthony W. Franciosa III, Member

STATE OF NEW HAMPSHIRE
 COUNTY OF Rockingham

On this the 13 day of April, 2004, before me, the undersigned officer, personally appeared Anthony W. Franciosa III, who acknowledged himself to be the duly authorized Member of **DIVA DEVELOPMENT, LLC**, a New Hampshire limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the limited liability company by himself as Member.

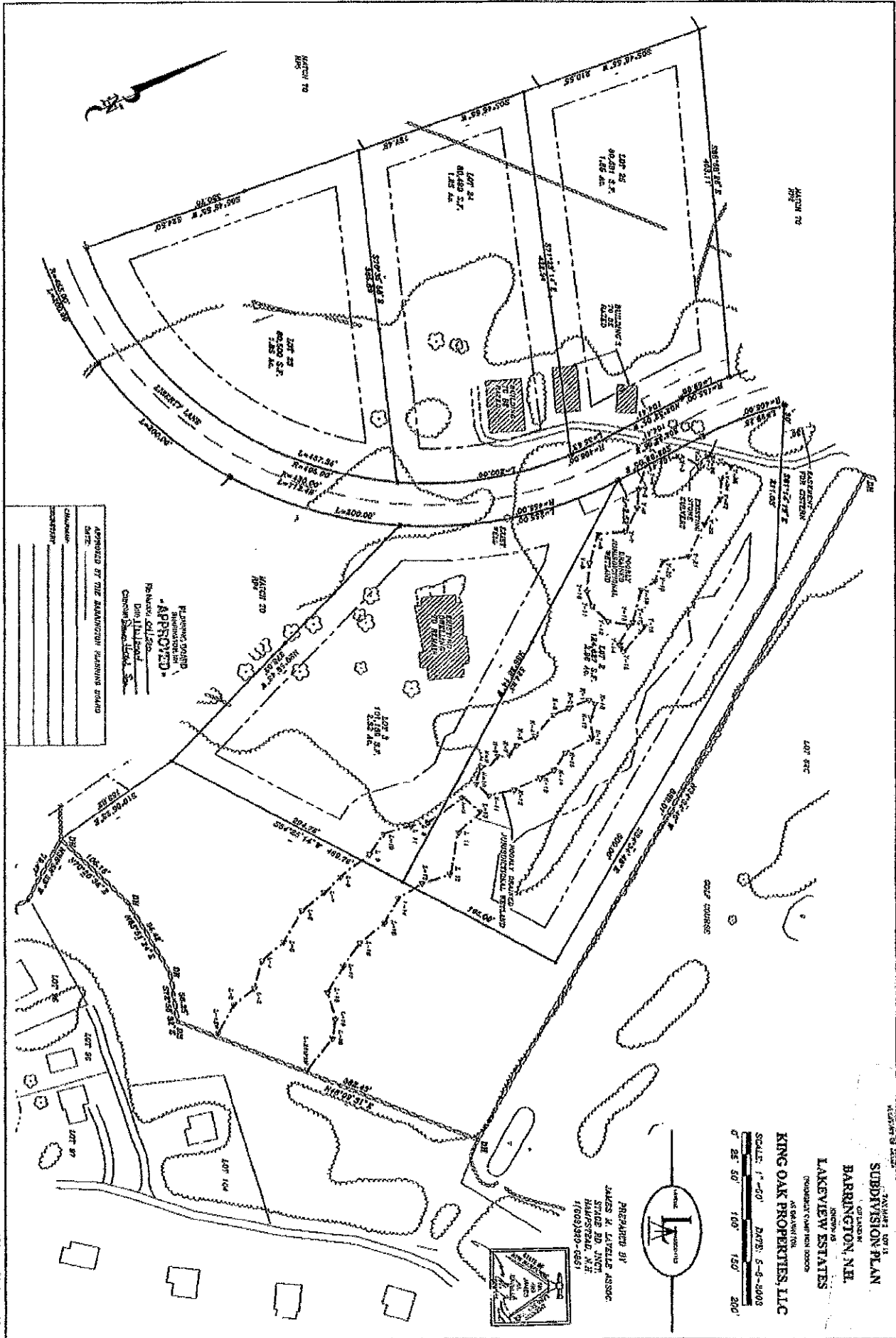
Before me,

[Signature]
 Notary Public
 My Commission Expires:



ROBERTA L. MURRAY
 Notary Public - New Hampshire
 My Commission Expires: November 7, 2008

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APPROVED BY THE MANAGING BOARD
 DATE: _____
 CHAIRMAN: _____
 SECRETARY: _____

PLANNING BOARD
 APPROVED
 Paulson, Collins,
 Don J. Paulson,
 Council Chairman, S.C.



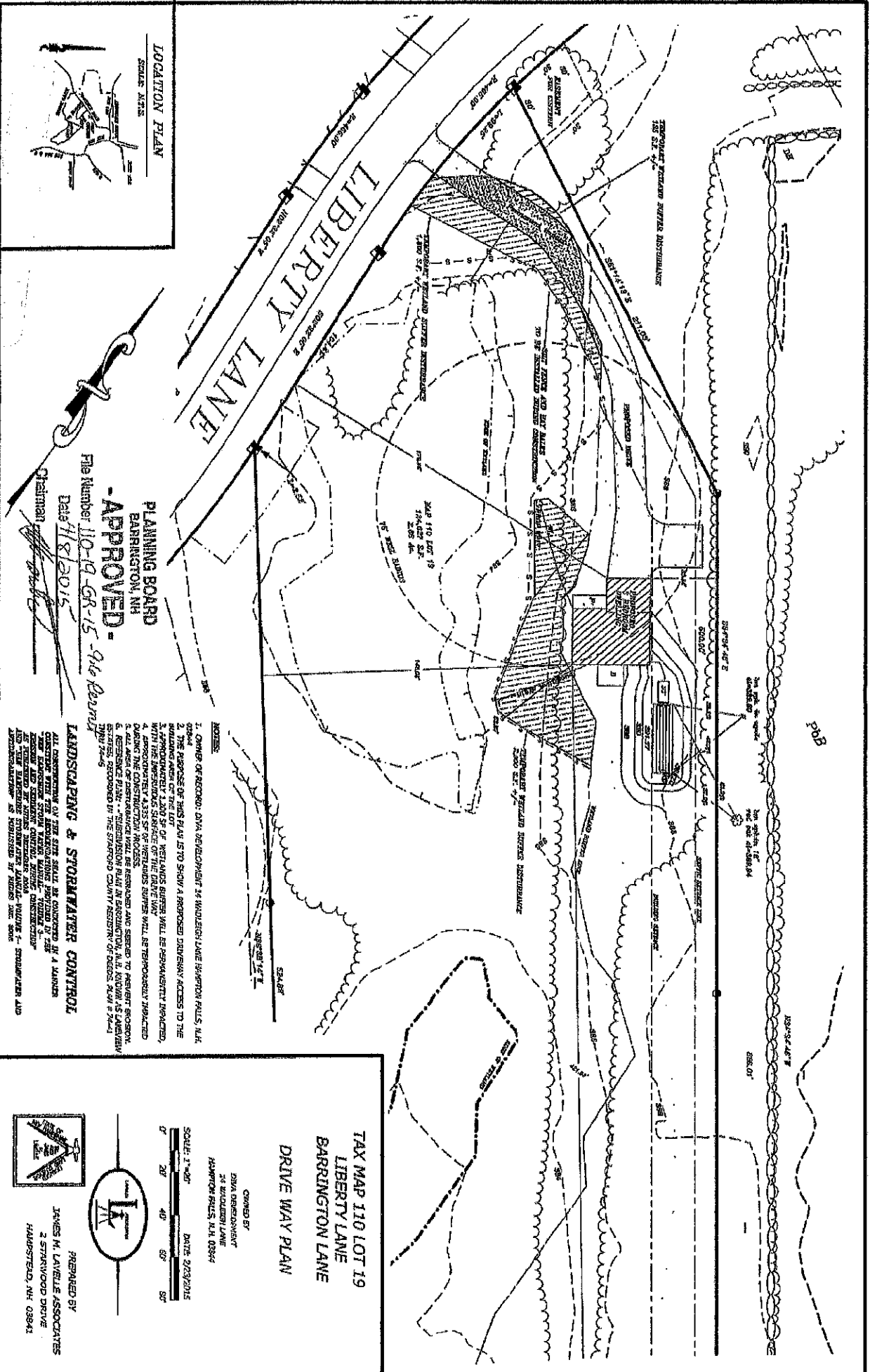
PREPARED BY
 JAMES H. LITTLE ASSOC.
 SUITE 201, N.W.
 HAVESLAND, N.E.
 1(603)930-6651

DATE: 5-5-2006
 SCALE: 1"=50'

KING OAK PROPERTIES, LLC
 LAKEVIEW ESTATES
 BARRINGTON, N.H.

002875

SHEET 5 OF 24



LOCATION PLAN
SCALE 1/4" = 100'

PLANNING BOARD
BARRINGTON, NH
- APPROVED -
Date 11/8/2015
File Number 110-19-GR-15-916 Rev 01
Chairman [Signature]

LANDSCAPING & STORMWATER CONTROL
ALL CONSTRUCTION OF THE SITE SHALL BE CONFORMANT WITH THE LANDSCAPING AND STORMWATER CONTROL REGULATIONS OF THE TOWN OF BARRINGTON, NH. THE LANDSCAPING AND STORMWATER CONTROL REGULATIONS ARE AVAILABLE AT THE TOWN ENGINEER'S OFFICE AND THE TOWN ENGINEER'S OFFICE SHALL BE CONTACTED FOR MORE INFORMATION.

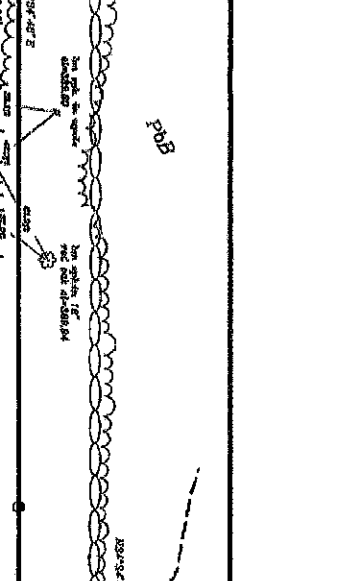
- NOTES:**
- OWNER OF RECORD, DATA DEVELOPMENT 14 WASHINGTON LANE BARRINGTON HILLS, N.H.
 - THE PROPOSED DRIVE WAY PLAN IS TO SHOW A PROPOSED DRIVEWAY ACCESS TO THE BUILDING AND TO THE LOT.
 - APPROXIMATELY 1,200 SF OF WETLANDS BUFFER WILL BE PERMANENTLY DEGRADED WITH THE IMPROVEMENTS SURFACE OF THE DRIVE WAY.
 - LANDSCAPING AND STORMWATER CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THIS PLAN.
 - RESURFACE PLAN - "SUBSTITUTION PLAN IN BARRINGTON, N.H. UNDER AS LAMBERT'S SURVEY, RECORDED BY THE STAFFORD COUNTY REGISTER OF DEEDS, PLAN # 2004-010-0000-0000."

TAX MAP 110 LOT 19
LIBERTY LANE
BARRINGTON LANE
DRIVE WAY PLAN

OWNED BY
DINA GREENGLASS
24 WOODEN LANE
BARRINGTON HILLS, N.H. 02884

DATE: 02/23/2015
SCALE: 1"=40'

PREPARED BY
JAMES M. LAVELLE ASSOCIATES
2 STARWOOD DRIVE
HARRISTOWN, NH 02884



SHOWN 2 OF 2

National Flood Hazard Layer FIRMette



71°5'16"W-43°13'59"N



71°5'16"W-43°13'59"N

Feet 1:6,000

2,000

1,500

1,000

500

0

Basemap: USGS National Map; Orthoimagery: Data refreshed October, 2020

Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS



Without Base Flood Elevation (BFE)
Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD



0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee, See Notes, Zone X
Area with Flood Risk due to Levee Zone D

OTHER AREAS



NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES



Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

OTHER FEATURES



Cross Sections with 1% Annual Chance Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect: Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS



Digital Data Available
No Digital Data Available
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/10/2022 at 7:35 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.