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## **EASEMENT DEED**

**George Tsoukalas**, an individual with an address of P.O. Box 684, Barrington, New Hampshire 03825 (the “Grantor”), for consideration paid, grants to **The Three Socios, LLC**, a New Hampshire limited liability company having its principal office at 321D Lafayette Road, Hampton, New Hampshire 03842 (the “Grantee”), with WARRANTY COVENANTS, the perpetual right and easement more particularly described below, over, under and across a portion of certain land in the in the Town of Barrington, Strafford County, New Hampshire located off Route 9 known as Tax Map 238, Lot 7 (the “Premises”) shown as “40.00’ Access & Utility Easement From Map 238 Lot 7 to Benefit Tax Map 235 Lot 4 7,372 SF” (the “Easement Area”) on a plan entitled “Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH” dated \_\_\_\_\_, 2014 prepared by Jones & Beach Engineers, Inc. and recorded at the Strafford County Registry of Deeds as Plan No. \_\_\_\_\_ (the “Plan”).

Reference is made to the following:

A. Grantee owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 125 known as Tax Map 238, Lot 4 (the “Three Socios Lot”) as shown on the Plan, which is adjacent to the Premises.

B. Grantee seeks to develop the Three Socios Lot as a gas station and convenience store, which will include the installation of underground fuel storage tanks and related equipment, or as any other commercial use in Grantee’s sole discretion (the “Development”).

C. Grantee has obtained a Well and Water Line Easement over property owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14 and as shown on the Plan (see Well and Water Line Easement recorded in the Strafford County Registry of Deeds at Book 4163, Page 317) to install a water supply well, underground pipes and related equipment (collectively the “Well”) on such property to supply potable water in Grantee’s sole discretion to certain properties including the Three Socios Lot and the Premises (collectively the “Served Lots”).

D. Grantor has agreed to allow the Grantee to install and maintain a pump house and related equipment and fixtures as hereinafter set forth on the Premises to supply potable water to the Served Lots (the "Pump House" and collectively with the Well and related pipes and equipment providing water to the Served Lots are collectively referred to herein as the "Water System").

### TERMS

1. PURPOSE. The Grantee shall have the perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove a pump house, underground pipes, ducts, conduits, valves and such equipment and other appurtenances as the Grantee may from time to time desire in its sole discretion to provide water service to the Served Lots. This conveyance shall include the right of access across said Easement Area for all purposes in connection with the exercise of the within granted rights and easement, including the conduct of pump tests and investigations; the construction of a gravel driveway from the Three Socios Lot to the pump house and adjacent land owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14, not to exceed fifteen (15) feet in width; the right to excavate, trench, and backfill by men or machines and to temporarily place excavated earth and other material on said Easement Area and adjacent to the gravel driveway area, provided that the said Easement Area and areas adjacent to the gravel driveway shall be restored by the Grantee to substantially the condition in which each was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Easement Area as and to such extent as in the reasonable judgment of the Grantee is necessary for any of the above purposes; the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground water and electricity lines over and across said Easement Area as well as temporary backup generators to provide water service to buildings on the Served Lots; and the right to erect and maintain underground electrical utility lines, at the election of Grantee, as necessary to provide electricity to the Water System.

2. MAINTENANCE. Grantee shall be solely responsible for all work and expenses related to the design, permitting (if any), and initial construction of the Water System and the connection of the Water System to the existing plumbing system that supplies water to the Premises. Grantee agrees to perform such work in a good and workmanlike manner. Grantee assumes no responsibility for the existing plumbing system, pipes and equipment serving the Premises, including any modifications or alterations to such system, pipes or equipment required as a result of the Water System. Grantee shall be solely responsible for the maintenance and repair of the Water System, except that the Grantor shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that exclusively serve the Premises. Grantor shall be responsible to reimburse Grantee its Share (as hereinafter defined) of Grantee's actual documented fees, costs and expenses related to replacement of the water pump or pumps which are part of the Water System. As used herein, the Grantor's Share shall be a

fraction, the numerator of which shall be 1 and the denominator of which shall be the number of lots connected to the Water System at the time such expenses are incurred.

3. WATER SUPPLY.

A. Grantee shall be solely responsible for all work and expenses related to the design and initial construction of the Water System, and the connection of the Water System to the existing plumbing that supplies water to the Premises. Grantee agrees to perform such work in a good and workmanlike manner. Notwithstanding the foregoing, Grantee assumes no responsibility for the existing water pipes and equipment serving the Premises, including any modifications, alterations or replacements of such system, pipes or equipment required as a result of the Water System.

B. Upon installation of the Water System, Grantor shall discontinue the use of the existing well and water supply serving the Premises and to obtain its water from the Water System. Grantee shall be solely responsible for any costs and expenses required to discontinue the existing well and water supply on the Premises. Grantor agrees not to construct or install any wells on the Premises.

C. Grantee shall be solely responsible for all work related to the operation, maintenance and repair of the Water System, except that Grantor shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that serve the Premises exclusively. Grantee shall comply, at its sole expense, with all applicable laws, rules and regulations regarding monitoring and treatment of water at the wellhead/pump-house, and provide evidence of such compliance to Grantor upon request. Notwithstanding the foregoing, Grantor shall be responsible at its sole cost and expense for any monitoring and testing of water required at the taps or faucets used by Grantor on the Premises. If Grantor's monitoring/testing indicates a problem with the water supply which is not evident in the wellhead monitoring/testing, Grantor shall be responsible to obtain a diagnosis of the cause of such problem and shall provide a copy of such diagnosis to Grantee. Grantor shall be solely responsible to remedy the cause(s) of such problems that exist on the Premises outside of the Easement Area and Grantee shall be solely responsible to remedy the cause(s) of such problems that exist within the Easement Area or between the Easement Area and Well.

D. Grantee shall supply reasonable quantities of water to the Premises from the Water System at no charge to Grantor consistent with Grantor's current use of the Premises as a restaurant, and in accordance with applicable permits and approvals for the Water System. It is understood that Grantor's current water use is for consumption by employees, guests and invitees of the Premises as part of its customary restaurant operations and that the current use will continue. If Grantor's demand for water materially increases, Grantee will use reasonable efforts to accommodate such increased demand, provided that such accommodations do not impose additional direct costs on Grantee or conflict with the Water System's design and permit capacity. Grantee shall not sell or

otherwise supply water from the Water System to anyone other than the aforementioned persons.

E. Grantee shall in no way be liable for any loss, damage, or expense that Grantor may sustain or incur by reason of any change, failure, interference, disruption, or unavailability in the supply of the water furnished to the Premises, unless caused by the gross negligence or willful misconduct of Grantee, its officers, directors, agents, employees, licensees, contractors or invitees. In any event, Grantee's liability shall be limited to Grantee's interest in the Three Socios Lot.

4. COMMENCEMENT/TERMINATION. Notwithstanding anything else in this Easement, the obligations of the Parties under this Easement shall commence upon Grantee's receipt of all final unappealable permits and approvals necessary for the Development and Water System and Grantee's election to construct the Development and Water System, failing which Grantee is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Easement on behalf of the Parties. If a public water supply becomes available to serve the Premises, Grantor shall connect to such public water supply at Grantor's sole cost and expense, and Grantee shall no longer be obligated to supply water to the Premises. Upon drilling of the well(s) for the Water System, Grantee shall have the right to conduct testing in its sole discretion to determine the adequacy of the Water System, including water quantity and quality, to supply water to the intended users. If Grantee is unsatisfied with the results of such testing, in its sole discretion, Grantee shall be entitled to terminate this Easement and record a notice of termination in the Strafford County Registry of Deeds on behalf of the Parties.

5. GRANTOR'S USE OF EASEMENT AREA. The Grantor, for itself and its successors and assigns, covenants and agrees that (i) it will not erect or maintain any permanent building or structure of any kind or nature upon the Easement Area, or plant or permit to be planted any trees, bushes or shrubs over the Water System; (ii) it shall not materially alter the grade of the Easement Area as such grade exists at the time of the installation of the Water System; and (iii) it shall not act in any manner that will violate the conditions of any permits or approvals for the Water System, or impair the integrity of the water supply.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor, which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said Water System, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacement of, said pipes or other equipment as the case may be.

6. RELOCATION. Neither Grantee nor Grantor will unreasonably withhold their respective consent to the other's requests for changes in the location of some or all of the

Water System from time to time, provided that the party requesting such relocation shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the Water System.

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

8. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the actions of the Grantee and its agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantee within the Easement Area. The Grantee, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense. The Grantor shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit the Grantee to conduct the defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by the Grantor's negligent, reckless, willful or wanton conduct.

The Grantor shall hold harmless, defend and indemnify the Grantee for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the actions of the Grantor and its agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantor within the Easement Area. The Grantor, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense. The Grantee shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit Grantor to conduct its defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by Grantee's negligent, reckless, willful or wanton conduct.

9. TEMPORARY WATER LINE CONSTRUCTION EASEMENT. Grantor does hereby establish, create and grant to Grantee a temporary, non-exclusive easement in, to, over, across and through a portion of the Premises shown as "10' Temporary Construction Easement Premises" on the Plan (the "Temporary Construction Easement") for the purposes of laying, constructing and installing underground pipes, ducts, conduits, valves and such equipment and other appurtenances to connect the Water System to the existing plumbing system supplying potable water to the Premises. This conveyance shall include the right of access from, to and across the Premises for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on the Premises, provided that the Premises shall be restored by Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other

plant growth on the Premises as and to such extent as in the reasonable judgment of Grantee is necessary for any of the above purposes. The Temporary Construction Easement shall terminate upon completion of construction of such water connection.

10. RUNS WITH THE LAND. This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of every portion of the respective Parcels and their successors, assigns, tenants, guests, licenses, invitees and mortgagees.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**George Tsoukalas**

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by George Tsoukalas.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**THE THREE SOCIOS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, the \_\_\_\_\_ of The Three Socios, LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public/Justice of the Peace