

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TEMPORARY ENCROACHMENT AGREEMENT

THIS AGREEMENT entered into this day between Paul A. Zareas and Tami Martin, whose address is 1330 Mayhew Turnpike, Bridgewater 03222, County of Grafton, State of New Hampshire (presently being the owners of The Big Catch Restaurant located on Route 3A in Bristol, New Hampshire) hereinafter referred to as the Owner(s) (which shall also include their heirs, successors, and assigns for all references in this Agreement); and the State of New Hampshire Department of Transportation, whose address is 1 Hazen Drive, PO Box 483, Concord, NH 03302-0483, hereinafter referred to as the Department.

WITNESSETH, THAT, the Owner(s) and the State of New Hampshire, Department of Transportation, do hereby covenant and agree to the following stipulations relative to a certain portion of a premises, herein termed an Encroachment, located within the highway right-of-way as shown on a Plan of Bristol, FI 205(6), on file in the records of the Department of Transportation;

- 1) The Encroachment location is herein described as the right to use and maintain a septic system which serves The Big Catch Restaurant. Said septic system is within the highway right-of-way and is located approximately at Station 144+20, 35'± Left, as shown on a plan of Bristol, FI 205(6).
2) The Encroachment consists only of the right to allow the proposed septic system to be built and to remain in place and for any proposed pipes or tanks to be pumped or maintained.
3) The Owners further acknowledge that should this encroachment area ever be needed by the Department for any reason whatsoever, including for any transportation improvement project or normal highway maintenance activities, that said septic system within the encroachment area shall be promptly removed upon reasonable notice to the owners by the Department, and that this removal shall be accomplished at no cost to the Department. If this encroachment area is needed by the Department and the Owners fail to promptly remove said portion of the septic system as requested, the Department will remove said portion of the septic system with no liability whatsoever to the Owners for any claims or damage for the loss and removal of this septic system.
4) The Encroachment area shall never be used for any other purposes.
5) The Encroachment area and use thereof shall not interfere, prevent, or obstruct adequate sight distance for the safe movement of all types of traffic entering or leaving the subject premises, as stipulated by standard highway design requirements as determined by the Commissioner of the Department of Transportation, nor shall the Encroachment allow any permanent signs or fixtures.
6) The Encroachment and use thereof shall in no way interfere, prevent, or obstruct any or all highway maintenance, repair, or reconstruction activities.
7) If the Encroachment and use thereof is found to interfere, prevent, or obstruct either the safe movement of all types of traffic, or highway maintenance, repair, or reconstruction activities, the obstruction shall be removed promptly by the Owner(s), their successors, or assigns upon notification by the State of New Hampshire. If the Owner(s), their successors, or assigns do not promptly remove said obstructions when so notified, the State of New Hampshire will eliminate the obstruction as necessary with no liability for damages to any or all items whatsoever.
8) The Owners, and all subsequent successor(s) or assigns, agree to inform the subsequent successor(s) or assigns as to the existence of and terms contained in this Agreement.
9) By signing this Agreement, the Owner(s) hereby agree(s) to defend, indemnify and hold harmless the State of New Hampshire, its officers and employees, from and against any and all claims, liabilities, or penalties brought or assessed against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of), the privileges granted by this Agreement. This covenant shall survive the termination of this Agreement.

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10) Further, by signing this Agreement, the Owner(s) hereby agree(s) to defend, indemnify and hold harmless the State of New Hampshire, its officers and employees, from and against any and all claims, liabilities, or penalties brought or assessed against the Owner(s), officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of), the privileges granted by this Agreement. This covenant shall survive the termination of this Agreement.

By: [Signature]  
Paul A. Zareas

By: [Signature]  
Tami Martin

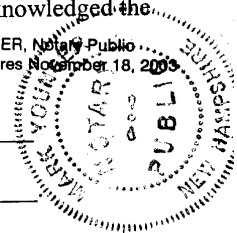
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STATE OF NEW HAMPSHIRE, SS. A. D., 2000.

Personally appeared the above named Paul A. Zareas and Tami Martin and acknowledged the foregoing instrument to be their voluntary act and deeds.  
Before me:

MARK YOUNGER, Notary Public  
My Commission Expires November 18, 2003

[Signature]  
Notary Public/Justice of the Peace  
My commission expires on \_\_\_\_\_

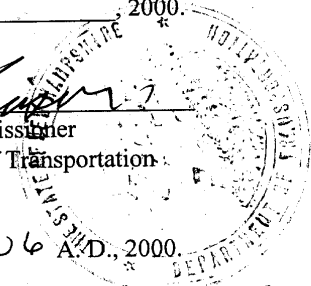


\* \* \* \* \*

Executed this 6<sup>th</sup> day of November, 2000.

[Signature]

[Signature]  
Commissioner  
Department of Transportation

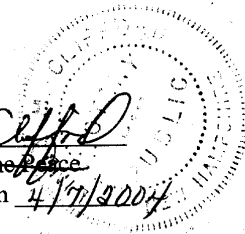


STATE OF NEW HAMPSHIRE, Merimack SS. November 6 A. D., 2000.

On this 6 day of November, 2000, before me, Linda M. Clifford, the undersigned officer, personally appeared Leon S. Kenison, who acknowledged as being the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

[Signature]  
Notary Public/Justice of the Peace  
My commission expires on 4/9/2004



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GRAFTON COUNTY  
REGISTRY OF DEEDS  
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