

Return to:
Eversource Energy
Attn: M. Bramhall
Real Estate EP-1
P.O. Box 330
Manchester, NH 03105
AGA-_____

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 6th day of June, 201 7 by and between PUBLIC SERVICE OF NEW HAMPSHIRE d/b/a Eversource Energy, a New Hampshire corporation with its principal place of business at 780 North Commercial Street, Manchester, New Hampshire, 03101 (hereinafter called EVERSOURCE); and CruCon Real Estate Holdings, LLC, a Limited Liability Company duly organized and existing under the laws of the State of New Hampshire, with a mailing address of 70 Whittier Highway, Moultonborough, New Hampshire, 03254 (hereinafter called "CRUCON");

WITNESSETH THAT

WHEREAS, EVERSOURCE acquired a 100 foot wide easement by deed of Grace M. Copp, dated December 23, 1953 and recorded in the Carroll County Registry of Deeds, Book 295, Page 432 (hereinafter called the "Easement"), which is essential to its operations in the Moultonborough area and has poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, CRUCON is the fee owner of property located on Whittier Highway (NH Route 25) in Moultonborough, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, CRUCON wishes to construct and maintain a landscaped area (hereinafter called the LANDSCAPE ENCROACHMENT) and also wishes to maintain a sewer line (hereinafter called the SEWER ENCROACHMENT), between EVERSOURCE structures 112 and 113 on a 34.5 kV distribution line # 346, as shown on a plan entitled "Landscape Plan for Site Plan Revision, land of CruCon Real Estate Holdings, LLC, Tax

Map 141, Lot 10", dated July 10, 2014 and prepared by Ames Associates of 164 NH Route 25, Meredith, New Hampshire 03253 (hereinafter called "the Plan"), which is attached hereto and made a part hereof, but not recorded herewith;

WHEREAS, the Easement prohibits the erection or maintenance of any building and structure and authorizes the removal of all obstructions within the Easement;

WHEREAS, EVERSOURCE desires to cooperate with CRUCON in the construction/retention and maintenance of the LANDSCAPE ENCROACHMENT AND SEWER ENCROACHMENT, and CRUCON desires to cooperate with EVERSOURCE to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1) This Agreement runs solely with the parcel of land as shown on the Plan and described in the Easement.
- 2) EVERSOURCE consents to the construction and maintenance of the LANDSCAPE ENCROACHMENT AND SEWER ENCROACHMENT and the use of a portion of the Easement by CRUCON as described herein; such consent is not to be deemed a waiver of any of its rights under the Easement.
- 3) CRUCON and EVERSOURCE agree to jointly use a certain portion of the Easement as described herein, subject to the conditions contained herein.
- 4) CRUCON and EVERSOURCE agree to use their best efforts to cooperate in said joint use and to use their best efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.
- 5) CRUCON agrees to take all safety precautions when working under and near EVERSOURCE's 34.5 kV distribution lines, including but not limited to compliance with applicable Occupational Safety and Health Administration (OSHA) requirements.
- 6) CRUCON agrees to provide notification to EVERSOURCE prior to beginning construction and/or maintenance of the LANDSCAPE ENCROACHMENT AND/OR SEWER ENCROACHMENT adjacent to EVERSOURCE facilities and equipment within the Easement. Notwithstanding, any other provision to the contrary, CRUCON

shall not be obligated to notify EVERSOURCE prior to routine maintenance, including but not limited to mowing, fertilizing, weed control, and trimming. Notification to EVERSOURCE shall be addressed to Donald S. DiBuono, Civil Engineering Supervisor, or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 634-2875.

- 7) CRUCON agrees to use their best efforts to construct and maintain the LANDSCAPE ENCROACHMENT in a reasonable manner so that it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by EVERSOURCE. CRUCON agrees to cover the full reasonable costs to EVERSOURCE for any such interference or damage as a result of their construction and/or maintenance activities within the Easement. CRUCON further agrees to cover the full reasonable costs to EVERSOURCE in advance for any relocation, bracing, changing and raising of any towers, poles, cables, or any other equipment owned, constructed or maintained by EVERSOURCE as may be required to properly operate, maintain, repair, rebuild, patrol and remove the same as a result of their construction and/or maintenance activities within the Easement.
- 8) CRUCON agrees to use their best efforts to maintain the SEWER ENCROACHMENT in a reasonable manner so that it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by EVERSOURCE or prevent EVERSOURCE from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent EVERSOURCE from complete and unobstructed access to and along EVERSOURCE distribution line # 346, CRUCON further agrees to cover the full reasonable costs to EVERSOURCE for any such interference or damage as a result of their construction maintenance activities within the Easement.
- 9) EVERSOURCE reviews and accepts site plan submittals only to the extent that specific plan details are required for the evaluation of the requested joint use. EVERSOURCE review of submitted site plans is not to be construed as a comprehensive engineering or drafting review, and therefore EVERSOURCE is not responsible for any loss suffered as a result of plan discrepancies unrelated to the requested joint use. CRUCON agrees that any field changes in the Plan within the

Easement during construction or thereafter, or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by EVERSOURCE. Requests for approval shall be addressed to Donald S. DiBuono, Civil Engineering Supervisor, or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 634-2875. EVERSOURCE's approval will not be unreasonably withheld.

- 10) CRUCON agrees not to pile any snow or construction materials or store any equipment within the Easement. Snow removal within the Easement shall be limited to snow plowing.
- 11) CRUCON agrees not to construct any permanent structures, including storage sheds, within the Easement.
- 12) CRUCON agrees not to place any wells or septic systems within the Easement.
- 13) CRUCON agrees that following construction and/or maintenance of the LANDSCAPE ENCROACHMENT AND SEWER ENCROACHMENT to dispose of all waste material outside the Easement; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to EVERSOURCE.
- 14) CRUCON agrees that if EVERSOURCE needs to construct additional lines or upgrade current lines within the Easement, they shall reimburse EVERSOURCE for reasonable increased construction costs caused solely by CRUCON's use of the Easement. EVERSOURCE shall provide books, records and other documents necessary for CRUCON to verify the increased construction costs.
- 15) CRUCON agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over construction of this nature, and shall be responsible for payment of any and all taxes levied on it.
- 16) CRUCON agrees to indemnify, defend and save harmless EVERSOURCE from and against any and all loss, cost, damage, expense and claims, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of the use of the rights granted herein and not resulting from acts or omissions of EVERSOURCE or its agents or subcontractors.

- 17) CRUCON agrees to install any and all underground Encroachments in a manner capable of withstanding at least HS-20 vehicle loading. CRUCON also agrees that EVERSOURCE will not be responsible for any damage caused to the LANDSCAPE ENCROACHMENT AND/OR SEWER ENCROACHMENT as a result of EVERSOURCE's use of the Easement.
- 18) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.
- 19) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.
- 20) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.
- 21) This Agreement contains the entire Agreement between the parties and any amendment thereof shall be in writing and executed by the parties to this Agreement.
- 22) This Agreement and any amendments thereto shall be recorded in the Carroll County Registry of Deeds.

EXECUTED by the parties the day and year first above written.


CRUCON REAL ESTATE
HOLDINGS, LLC

By:


Sandra Cleary
President Manager
Duly Authorized

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE d/b/a
EVERSOURCE ENERGY

By:


Thomas M. Feuerbacher, Supervisor
Transmission & Distribution
Rights of Way & Survey Engineering
Duly Authorized
CARLOS CARABALLO, MANAGER

State of New Hampshire
County of Carroll

The foregoing instrument was acknowledged before me this 4th day of

June, 2017 ~~2018~~ by Sandra Cleary, President of CruCon Real Estate Holdings, LLC, a New Hampshire Limited Liability Company on behalf of the company.


Notary Public/Justice of the Peace

Print/Type Name: Jeannie K. Galley

My commission expires: 3/22/22

State of Connecticut
County of Hartford

The foregoing instrument was acknowledged before me this 23rd day of June, 2017 ~~2018~~ by Thomas M. Boudreau, Transmission & Distribution Rights of Way & Survey Engineering, on behalf of Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire corporation.




Notary Public/Justice of the Peace

Print/Type Name: MEREDITH D. BRAMHALL

My commission expires: NOVEMBER 4, 2020

7/09

After recording, send to:
HBK
Shaheen & Gordon, PA
PO Box 2703
Concord, NH 03302-2703

Doc # 0013841 Nov 8, 2012 1:12 PM

John P. Auton
Register of Deeds, Carroll County

SHARED DRIVEWAY AGREEMENT

CruCon Real Estate Holdings, LLC, a New Hampshire limited liability company with a mailing address of 70 Whittier Highway, Center Harbor, County of Belknap, State of New Hampshire 03226 ("Grantor"), AND Due South, LLC, a New Hampshire limited liability company with a mailing address of 93 Spindle Point Road, Meredith, County of Belknap, State of New Hampshire 03253 ("Grantee") (collectively, the "Lot Owners"), agree to share the following:

A non-exclusive driveway 50' in width across the land of Grantor (Tax Map 141, Lot 11) situated on Whittier Highway (NH Route 25) in Moultonborough, Carroll County, New Hampshire for the benefit of property owned now or formerly by Grantee (Tax Map 141, Lot 12) being shown on the Exhibit attached hereto entitled, "Driveway Easement Exhibit land of CruCon Real Estate Holdings, LLC Whittier Highway (NH Route 25) Town of Moultonborough, Carroll County, New Hampshire" and being bounded and described as follows:

Beginning at a point on the northerly line of NH Route 25, said point being S 79° 10' 34" W 133.66 feet, more or less, from the southwesterly corner of Lot 12; thence N 10° 49' 26" W 76.81 feet, more or less, to a point; thence N 79° 21' 39" E a distance of 134.24 feet, more or less, to a point on the westerly sideline of Lot 12; thence S 10° 23' 36" E a distance of 50.00 feet, more or less, along the westerly sideline of Lot 12 to a point, said point being 26.38 feet, more or less, from the northerly line of NH Route 25 as measured along said westerly sideline of Lot 12; thence S 79° 21' 39" W a distance of 83.86 feet, more or less, to a point; thence S 10° 49' 26" E a distance of 26.65 feet, more or less, to a point on the northerly line of NH Route 25; thence S 79° 10' 34" W a distance of 50.00 feet, more or less, along the northerly line of NH Route 25 to the point of beginning.

1. Purpose. The purpose of this agreement is to provide the Grantee, its agents, employees, representatives, guests and invitees the non-exclusive right to cross the property of Grantor, being shown as Tax Map 141, Lot 11, to access property of the Grantee being shown as Tax Map 141, Lot 12 on the Site Plan. Access may occur on foot, by motorized or non-motorized vehicles, including trucks, cars, motorized or non-motorized

BM 3037PG 860

equipment used by the Grantee pursuant to the intended use of its abutting property, and any and all vehicles permitted to be operated on public roadways.

2. Construction of Improvements. The Grantor shall be responsible, at its sole cost and expense, to construct any and all improvements in and around the Easement area so that it may be used for its intended purposes. Any and all improvements shall be performed in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Any land of the Grantee disturbed during the course of construction and not otherwise occupied by such improvements, shall be restored to its original condition, reasonable wear and tear excepted, at the Grantor's expense.
3. Maintenance. All obligations, costs and expenses of maintaining, repairing and replacing any shared portion of the driveway, including but not limited to, snow plowing and any and all sanding and salting necessary for the removal of all ice and snow, shall be borne equally by the Grantor and Grantee. Maintenance costs of the portion of the driveway serving the Grantee only shall be borne solely by the Grantee. Prior to making arrangements for any construction or maintenance, the Lot Owner proposing to undertake such work shall provide notice to the other Lot Owner not less than fifteen (15) days prior to the commencement of the work. Any notice provided shall include reasonably detailed information concerning the nature and scope of the proposed work and the estimated cost thereof, and shall request the other Lot Owner's concurrence in the proposed work. Each Lot Owner shall use reasonable judgment in arranging for the work on the Driveway at reasonable cost, and shall use reasonable judgment in responding to a proposal for work. The Lot Owner making any arrangements for work on the Driveway shall make payment to any vendor or contractor performing the work, and shall be entitled to reimbursement of the other Lot Owner's share of the expense within ten (10) days of submitting a copy of the written invoice.
4. No Impairment or Interference: Damage. The Grantor and Grantee shall not impair, interfere with or interrupt the use of the shared portion of the driveway. The easement area shall be used for access and egress only and no vehicle shall be parked nor other thing placed or allowed or permitted to remain within the easement area. The Lot Owners shall refrain from causing any damage to the Driveway. In the event of damage to the Driveway because of the negligence of, or damage caused by any Lot Owner, or such Lot Owner's agents, invitees, contractors or tenants, or due to construction or repair work performed on behalf of any owner, such owner shall be solely responsible for the repairing the damage.
5. Insurance. Each Lot Owner shall maintain a policy of general liability insurance ("Liability Insurance"), if available, with adequate and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about either Lot Owners' property which is burdened by the Driveway easement. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in New Hampshire.

ENC 3037PG 861

6. Compliance with Law. The parties utilizing the shared driveways shall use and possess the same in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.
7. Taxes. The Grantor shall be responsible for any and all real estate taxes and assessments levied against the improvements in the Driveway Easement Area.
8. Indemnification. The parties shall indemnify and hold harmless the other parties from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with that party's use, maintenance, repair and replacement of the Shared Driveway, including the use of the Shared Driveway by that party's guests, invitees and tenants, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified. Notwithstanding the foregoing, in the event either party uses or misuses the Shared Driveway resulting in damage to the Shared Driveway, then the offending party shall be responsible for performing such repair work at its sole cost and expense.
9. Binding Effect. The benefits and burdens of this easement shall run with the respective ownership of the land of the Grantor and the land of the Grantee and shall inure to the benefit of and be binding upon their successors and assigns.
10. Applicable Law. This Declaration and restrictions shall be governed by New Hampshire law.
11. Arbitration. Any issue, dispute, controversy, or claim arising under this Declaration shall be resolved by binding arbitration. Unless the parties otherwise agree, the arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the arbitration award may be entered as a final judgment in any court having jurisdiction thereon. Any dispute as to whether an issue is to be resolved by arbitration shall be submitted as part of the arbitration proceeding. As part of the arbitration award, legal costs, attorneys' fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith. All arbitration proceedings shall be conducted by a single arbitrator who shall be selected by mutual agreement of the parties. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected by the American Arbitration Association, in its sole and absolute discretion.

This is not homestead property.

For Grantors' title see Deed of "Jean Herrington, a/k/a Joan Herrington, Trustee of the Reagan Trust, w/d/t dated December 23, 1993", dated February 1, 2012, and recorded at the Carroll County Registry of Deeds in Book 2976, Page 109.

By acceptance of this deed, Grantee agrees to be bound by the provisions herein.

THIS IS A NON-CONTRACTUAL TRANSFER.

BK3037PG-862

Dated this 5 day of November, 2012.



CruCon Real Estate Holdings, LLC

Sandra Cleary
Sandra Cleary, Manager
Duly Authorized

Due South, LLC

By: David M. Dolan, Manager and Member
Duly Authorized

STATE OF NEW HAMPSHIRE

County of Rutland

The foregoing instrument was acknowledged before me this 5th day of November, 2012, by the above-named Sandra Cleary as the duly authorized Manager of CruCon Real Estate Holdings, LLC.

Julie S. Bassett
Notary Public
My commission expires: 3/26/16

STATE OF NEW HAMPSHIRE

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by the above-named David M. Dolan as the duly authorized Manager and Member of Due South, LLC.

Notary Public
My commission expires: _____

BN3037PG:863

Dated this 7 day of NOVEMBER, 2012.

CruCon Real Estate Holdings, LLC

Sandra Cleary, Manager
Duly Authorized

Due South LLC

David M. Dolan
By: David M. Dolan, Manager and Member
Duly Authorized

STATE OF NEW HAMPSHIRE
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by the above-named Sandra Cleary as the duly authorized Manager of CruCon Real Estate Holdings, LLC.

Notary Public
My commission expires:

STATE OF NEW HAMPSHIRE
County of BERKSHIRE

The foregoing instrument was acknowledged before me this 7th day of NOVEMBER, 2012, by the above-named David M. Dolan as the duly authorized Manager and Member of Due South, LLC.

Stephan T. Nix
Notary Public STEPHAN NIX
My commission expires: 6/23/2015



BN 3037PG 864

* I think this is for our old building, but wanted to include with other easements + agreements.
↳ think this is between 63+67 Whittier.

UPON RECORDING, PLEASE RETURN TO:

Heidi J. Barrett-Kitchen
Shaheen & Gordon, PA
PO Box 2703
Concord, NH 03302-2703

Doc # 0008855 Jul 25, 2014 12:49 PM


Register of Deeds, Carroll County

**AMENDMENT
CROSS ACCESS EASEMENT**
Tax Map 141, Lots 9 & 10
Moultonborough, NH

This Amendment is made this 18th day of July, 2014, by and between CruCon Real Estate Holdings, LLC, a New Hampshire limited liability company, whose address is 81 NH Route 25, Moultonborough, New Hampshire 03254, and Second Venture, LLC, a New Hampshire limited liability company with a mailing address of PO Box 621, Center Harbor, New Hampshire 03226.

WHEREAS, the parties are owners of certain tracts or parcels of land situated on NH Route 25, in Moultonborough, Carroll County, State of New Hampshire being shown as Lots 1 and 2 on a plan of land entitled, "Subdivision Plan of Delores Frazer Property, Carroll County, Moultonborough, N.H.", dated December 1978, revised 23 April 1979, and recorded in the Carroll County Registry of Deeds at Plan Book 44, Page 41 (the "Plan").

WHEREAS, the Lots are subject to and have the benefit of a common easement providing shared access for Lots #1 and #2 over the common right of way, fifty feet (50') in width along the common boundary of Lot #1 and #2, all as set forth in the Warranty Deed of Gail L. Knapp to Rudolph S. Steinsky, as Trustee, et als, dated February 14, 1994, and recorded in Book 1565, Page 62 (the "Cross Access Easement").

WHEREAS, the boundaries of said Cross Access Easement have been altered and the parties wish to amend and better define the terms and conditions of said Cross Access Easement.

NOW THEREFORE, the parties declare that the property herein described is and shall be held, transferred, sold, conveyed and occupied subject to and together with the following rights and easement:

1. Easement Area. Tax Map 141, Lots 9 & 10, being Lots 1 and 2 as shown on the Plan shall be burdened by and shall have the benefit and are granted the right to use, in perpetuity, the common driveway (the "Shared Driveway") servicing their parcels for ingress and egress from both lots over an area 50 feet in width, centering on the common boundary line between Lot 1 and

BK3153PG 922

Lot 2 and extending northeasterly from NH Route 25 to the northerly terminus of the easement along a line parallel with and 65 feet distant from (when measured along the centerline of the easement) the northerly sideline of NH Route 25, which easement is shown as "Existing Shared Driveway Easement Lots 141-9&10" and Proposed Extension of Existing Shared Driveway Easement" on a plan of land entitled, "Easement Plan Tax Map 141, Lot 10, 67 Whittier Highway, Moultonborough, Carroll County, New Hampshire", dated June 5, 2014, prepared by Ames Associates and recorded with the Carroll County Registry of Deeds at Plan Book 233 Page 71 (the "Easement Plan"). The purpose of the easement is to provide access to and from Lots 1 and 2 by foot, motor vehicle and other forms of customary transportation. The easements created herein shall also include the right to bring in above or underground utilities as may be needed to service said lots. The owners of Lots 1 and 2 shall take all reasonable steps to ensure that the use of the driveway easements created herein will not be impaired, interfered or interrupted.

2. Costs and Maintenance. All obligations, costs and expenses of maintaining, repairing and replacing the Shared Driveways shall be shared equally by the owners of Lots 1 and 2. Such maintenance shall include, without limitation, the following:

A. Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material customary for driveways;

B. Snow plowing and any and all sanding and salting necessary for the removal of all ice and snow.

Subject to the mutual agreement of the applicable parties hereto, a third party may be appointed to maintain a Shared Driveway in the manner as above outlined. Said third party may receive a fee that is mutually acceptable to all applicable parties to cover such costs. Notwithstanding the foregoing, in the event a party uses or misuses the Shared Driveway resulting in damage to the Shared Driveway, then the offending party shall be responsible for performing such repair work at its sole cost and expense.

3. Taxes. The owners of Lots 1 and 2 shall be equally share the responsibility for any and all real estate taxes and assessments levied against the improvements of the Shared Driveway.

4. Indemnification. The parties shall indemnify and hold harmless the other parties from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with that party's use, maintenance, repair and replacement of the Shared Driveway, including the use of the Shared Driveway by that party's guests and invitees, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified. Notwithstanding the foregoing, in the event either party uses or misuses the Shared Driveway resulting in damage to the Shared Driveway, then the offending party shall be responsible for performing such repair work at its sole cost and expense.

5. Compliance with Law. The parties utilizing the Shared Driveway shall use and possess the same in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.
6. Binding Effect. The rights, duties and obligations of each of the parties hereto are binding upon their respective heirs, executors, administrators, successors and assigns.
7. Governing Law. The terms herein shall be construed, governed by and enforced in accordance with the laws of the State of New Hampshire.

CRUCON REAL ESTATE HOLDINGS, LLC


By: Sandra L. Cleary
Title: Manager

STATE OF NEW HAMPSHIRE
CARROLL, ss


July 18, 2014

Personally appeared, before me, the above named, Sandra L. Cleary, the duly authorized Manager of Grantor Real Estate Holdings, LLC and acknowledged that she executed the same for the purpose therein contained on behalf of said limited liability company.



BK3153PG 924


SECOND VENTURE, LLC

By: 
Its: John A. Stephens
Manager

STATE OF NEW HAMPSHIRE
CARROLL, ss

July 14, 2014

Personally appeared, before me, the above named, John A. Stephens, the duly authorized Manager of Second Venture, LLC and acknowledged that he executed the same for the purpose therein contained on behalf of said limited liability company.


Notary Public/Justice of the Peace



BK3153PG 925

**Inspection and Maintenance Agreement
Porous Asphalt Parking
CruCon Real Estate Holdings
Tax Map 141 Lot 11
Whittier Highway
Moultonborough, NH**

**Reference: Site Plan Approval Granted July 25th, 2012; Amended October 10, 2012
Site Plan Recorded in Plan Book 230 Page 80, Carroll County Registry of Deeds
(Full Plan Set on File at Town of Moultonborough Office of Development Services)**

Site Requirements:

1. A sign shall be posted near the start of the area of porous pavement indicating that porous pavement is present and special winter maintenance measures are required. Inspect annually to make sure this sign is in place and readable.
2. No winter sanding of porous pavement is permitted.
3. Salting of porous pavement is permissible however minimize its application. Use only as needed to control ice formation.
4. Porous pavement cannot be sealed or repaved with impermeable materials.
5. Consult with the Engineer if areas of pavement fail to drain effectively after storms.
6. Small damaged areas can be repaired with an impermeable pavement after consultation with and written approval by the Engineer.
7. Major clogging may necessitate replacement of the pavement surface and possibly the filter and base courses.
8. A porous pavement surface is not designed for constant, daily heavy truck traffic. Any change of use of this site should not allow for constant heavy truck traffic.
9. Any contract for winter parking lot maintenance shall include this agreement by reference. A copy of the agreement shall be provided to the contractor so that he/she is fully aware of these restrictions.


Maintenance Schedule:

1. Inspect all porous pavement areas once annually for pavement deterioration or spalling. Prepare written inspect findings for submittal to the Town of Moultonborough. Consult with the Engineer before repairing

2. Inspect to be sure the required sign is present, visible and readable
3. Clean the surface of the porous pavement a minimum of 2 times per year (once in the spring and once in the fall) using a vacuum sweeper. Power-wash any areas that may have trapped particles and re-vacuum the area
4. Inspect site a minimum of once annually for any sources of mulch, sand, debris etc that may be washing or blowing onto the porous pavement. Remove, divert or otherwise secure the source to help prevent unnecessary clogging of the paved surface
5. Certificates of completion (see sample, appendix A) for the items listed above shall be filed with the Town of Moultonborough Office of Development Services once annually on or before November 1st

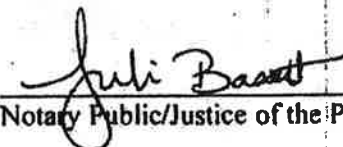
Engineer: Steven J. Smith & Associates, Inc.
6 Lily Pond Rd
Gilford, NH 03249
(603) 524-1468

Executed this 18th day of December, 2012.


Sandra Cleary, Member, CruCon Real Estate Holdings, LLC

State of New Hampshire
County of Berry

The foregoing instrument was acknowledged before me this 18th day of December,
2012, by the above-named Sandra Cleary


Notary Public/Justice of the Peace



ANNUAL CERTIFICATE OF COMPLETION

Inspection and Maintenance
Porous Asphalt Parking
CruCon Real Estate Holdings
Tax Map 141 Lot 11
Whittier Highway
Moultonborough, NH

I hereby certify that the following inspections and scheduled maintenance have been completed as required by the Inspection and Maintenance Agreement dated 10/10/12, as recorded at CCRD as Bk 230, Pg 90 and on file with the Town of Moultonborough Development Services Office.

- o Inspection for pavement deterioration or spalling
 - o (any areas found should be documented by a dimensioned sketch showing location(s) and size of area(s). Submit the sketch to the Town along with a short explanation of how the area was repaired or when and how it will be repaired in the future)
- o Required sign is present and legible
- o Spring cleaning of all porous asphalt with vacuum sweeper
 - o Date completed: 6/1/24 Contractor: STORMWATER COMPLIANCE, LLC
- o Fall cleaning of all porous asphalt with vacuum sweeper
 - o Date completed: 10/28/24 Contractor: STORMWATER COMPLIANCE, LLC
- o Inspection for contamination of porous asphalt by surrounding materials (mulch, sand, debris etc) washing or blowing onto pavement. Any such contamination has been removed and its source diverted or otherwise corrected
 - o (if there were any such cases, provide a dimensioned sketch showing location(s) and include a brief explanation of how they were remedied)
- o If a contract for winter parking lot maintenance has been signed, the Inspection and Maintenance Agreement was made a part of the contract by reference and a copy provided to the contractor

Certified by [Signature] Date 10/28/24
Printed Name DEBORAH ADAMS Owner / Authorized Representative
(circle one)

If certified by authorized representative, an existing letter of agent authorization signed by the owner must be on file at the Development Services Office or a new one must accompany this certificate.

This certificate must be submitted to the Development Services Office annually on or before November 1st to comply with the Inspection and Maintenance Agreement.



Invoice

#INV1795
10/31/2024

Company Address:

Stormwater Compliance, LLC
9 Laurence Dr - Unit 1
Gorham, ME 04038

Bill To:

CruCon Real Estate Holdings, LLC
15 N. Southwood Drive
Nashua NH 03063
United States

Site Address:

CruCon Real Estate Holdings, LLC
81 Whittier Highway
Moultonborough NH 03254
United States

Due Date	PO #	Memo
10/31/2024		Porous Pavement Vacuum Sweep Contract

Description	Amount
Semi-Annually all porous surfaces will be vacuum swept using regenerative-air vacuum sweeper.	\$1,650.00

A late fee of 1.5% per month (18% per annum) will be assessed on all invoiced amounts which are 30 days past the agreed upon terms.

Total \$1,650.00





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

April 25, 2018

Debra Adams
Crucon Real Estate Holdings LLC
15 N Southwood Drive
Nashua, NH 03063

COPY

Subject: Non-Transient Non-Community, PWS Id 1616040, Crucon Cruise Outlet, Moultonborough

Dear Ms. Adams:

This is to inform you that Crucon Cruise Outlet has been activated in the NH Public Drinking Water Supply Inventory database with you registered as the Owner. An owner is the individual or entity, as defined by RSA 485:1-a, XIII, that is legally and financially responsible for the Public Water System (PWS). The owner is the deed holder and taxpayer of the land where the PWS is located, unless there is a recorded easement in place. The owner of the water system is ultimately responsible to ensure that compliance with all regulations is maintained, even if the owner is not involved in the day-to-day activities of the water system. In the case of ownership by an association, a representative that holds an elected position on the board of directors will be listed.

Your PWS ID is 1616040. This identifier is used by State and Federal governments to track your water system. It identifies the water system, not the residence or business associated with it. Therefore, this identifier is not transferable and, if you should sell the system, the following information should be passed on to the new owner and this office notified of any changes in writing per Env-Dw 503.05.

Crucon Cruise Outlet is classified as a "non-transient non-community water system". Such a system is defined as a public water system designed to serve at least 25 people for at least 6 months a year. Examples include workplaces, day cares, schools, and commercial property.

The following sections describe the responsibilities of a non-transient non-community water system. Enclosed please find a listing of the names and phone numbers for the staff members most knowledgeable with the topics covered in each section.

Please Note: The NHDES Drinking Water and Groundwater Bureau (DWGB) staff have assigned sampling sites for bacteria, chemical, and for lead and copper. Pursuant to Env-Dw 708.04, you must obtain NHDES' approval in advance, if you wish to change the assigned locations.

Master Sampling Schedule - Enclosed is your master sampling schedule, which includes all sampling requirements for which the system is responsible. Sampling schedules and all analysis request forms are available on line at <http://www2.des.state.nh.us/DESonestop/BasicSearch.aspx>. Prior to each sampling event, please print a new Analysis Request form because the fields are pre-populated to include your exact sampling site identifier, location, and description. It is critical that this information is correct for the electronic transfer of data. Please submit all changes or corrections in writing.

Bacteria Monitoring - Disease organisms in a single glass of water can cause illness, therefore water quality testing for bacteria is done frequently. A new system typically samples four times a year or once a quarter for each quarter the system is open. Sampling may be increased if detections of these contaminants occur at or above certain trigger levels. You will be notified if increased sampling is required. The number of samples taken is based on the population and configuration of the system. You may request a reduction in bacteria sampling if

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29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

you are eligible for reduced monitoring in accordance with NH Admin Rule Env-Dw 709. More information is available at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-dw709-713.pdf>.

Groundwater Rule Investigative Monitoring (GWR-IM) and Triggered Monitoring (GWR-TM) - Groundwater sources are subject to contamination from many areas. Per Env-Dw 717 Groundwater Monitoring and Treatment; all new well sources, as well as, reactivated systems that have disinfection must collect and analyze 6 consecutive monthly raw water samples for *E. coli*. The first sample should be collected within 30 days prior to serving water to the public. A pre-populated GWR-IM sample form is available with your Master Sampling Schedule on the OneStop public water system query at

<http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. Please be sure to use the GWR-IM form and request that the lab uses a method that provides enumeration rather than presence/absence results for these samples.

If/when bacteria are detected during routine bacteria sampling, repeat samples are required. Samples need to be collected from the distribution system, as well as, from the source (Triggered Monitoring or GWR-TM) to help determine the cause of the bacterial contamination. A specially designated GWR-TM sample form is available with your Master Sampling Schedule on the OneStop public water system query at

<http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. More information concerning this rule is available at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-dw717.pdf>.

Lead and Copper - Action levels for these metals are 0.015 mg/L (15 ppb) for lead, and 1.3 mg/L for Copper, however, the maximum contaminant level goal for lead in drinking water is ZERO due to its severe health effects, especially for children. The number of samples for this program varies from 5 to 100 and is based on the system's population. Sampling frequency depends on the water quality results. Additional information is available <http://des.nh.gov/organization/divisions/water/dwgb/lead-copper/index.htm>.

Chemical Monitoring - Water quality testing for chemical parameters is less frequent, although equally as important. Generally, parameters in this group can pose a risk to health with exposure over a long period of time. The chemical monitoring groups include: Nitrate and Nitrite, inorganic compounds (IOCs, including metals), volatile organic compounds (VOCs, such as solvents & hydrocarbons), synthetic organic compounds (SOCs, such as pesticides), and radiologicals (RADs, such as uranium & radium). Federal and state regulations require all non-transient non-community public water systems to participate in a chemical monitoring program set forth in three-year compliance periods.

Chemical Monitoring Waivers - As a non-transient non- water system you are eligible to apply for chemical monitoring waivers. By obtaining waivers and implementing measures to help protect your drinking water source(s) from contamination, you can save costs by reducing the frequency of testing for VOC's and SOC's. Approximately 76% of eligible water systems participate in the waiver program. Waivers are granted based on source protection criteria. A water system must be in compliance with the NHDES DWGB rules to participate. The application process is not difficult, it is free to apply and help is available. More information about the program is available at <http://des.nh.gov/organization/divisions/water/dwgb/dwspp/waivers/index.htm>.

Disinfection Byproducts (DBPs) - Water systems that apply a chemical disinfectant such as chlorine, chloramines or ozone are required to monitor for disinfection byproducts and disinfectant residuals, in accordance with the type of disinfectant. Your monitoring frequency and number of samples depend on the levels detected, service population and source water origin (surface or groundwater). More information is available at http://des.nh.gov/organization/divisions/water/dwgb/faq_dbp.htm.

General System Evaluation Form - There is often a need for, and NHDES encourages, the collection of samples that are located before or mid treatment, or at locations other than your regularly established compliance sites. We have included an additional sample form located on the OneStop at the end of your Master Sampling Schedule list specifically for this purpose. **Please note that this form should also be used when submitting bacteriological samples in order to lift a Boil Order.** Please feel free to consult with our technical staff for assistance in evaluating your system to resolve or prevent any water quality problems.

Laboratory Services - NH Administrative Rule Env-Dw 719 requires owners of public water systems, who have samples analyzed by a commercial laboratory, to enter into a written agreement with the certified lab to have their samples analyzed according to the proper methods, and reported to this office within two business days. In the event that an acute contaminant is detected, they are required to notify us within 24 hours. While there are contractual obligations between you and your laboratory, as the owner you are ultimately responsible for your water system complying with all state and federal regulations.

Be sure to submit your samples and completed paperwork to the NH State Laboratory or a state-certified laboratory during your scheduled quarters or months. It is important that you sample within the designated quarter to ensure compliance with Env-Dw 708. To prevent an unnecessary burden on the laboratory at the ends of the quarters, and to ensure that your samples are processed within the required time frame, please plan accordingly. Appointments may be required for certain analyses. Sample bottles, specific to each test, should be obtained from your laboratory. A list of the accredited laboratories is available at <http://des.nh.gov/organization/divisions/water/dwgb/nhelap/documents/labs-private-wells.pdf>. If you use the State Laboratory, contact them by phone at (603) 271-3445 or at the following link <http://des.nh.gov/organization/commissioner/lsw/index.htm>. A list of laboratories that submit their results electronically is available at <http://www.des.nh.gov/organization/divisions/water/dwgb/documents/accredited-labs-esamples.pdf>.

Permit to Operate - Non-transient non-community water systems are required to pay an annual Permit to Operate Fee (PTO). Your annual fee is \$150.00. The fee period follows the State's fiscal calendar year from July 1 to June 30. **The fee and signed application are due by June 30 of each year.** Your fiscal year 2019 PTO application is enclosed. The application and permit are available on the OneStop public water system query at <http://www2.des.state.nh.us/DESONestop/BasicSearch.aspx>. More information is available at http://des.nh.gov/organization/divisions/water/dwgb/permit_pws_pto.htm.

Field Inspections - The DWGB staff inspects all non-transient non-community water systems every three years. There is no charge for this inspection. *The last sanitary survey on this public water system was conducted on April 11, 2018.*

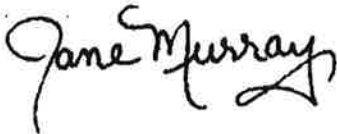
Operator Certification - All non-transient non-community water systems are required to retain a NH certified water system operator. To meet this requirement, the owner may do one of the following: hire a NH certified operator, become a certified operator by passing the certification examination, or have an individual associated with the water system become certified. Annual training is provided to assist water system personnel in obtaining the certification. The cost of the small systems grade 1A examination is \$50.00. The renewal period for certification is two years and the renewal fee for the grade 1A operator is \$50.00. Continuing education is required to maintain all levels of certification per renewal period. The continuing education requirements for small system operators grade 1A is a minimum of 5 hours. More information concerning operator certification is available on our website at http://des.nh.gov/organization/divisions/water/dwgb/op_cert/index.htm.

Design Approval or Changes to Existing Systems - Design review approval is required for all changes to the water system. This includes expansion of the system to new customers, adding new treatment, storage, pumping or distribution upgrades or adding new wells. More information is available at http://des.nh.gov/organization/divisions/water/dwgb/permit_pws_design.htm.

Administrative Record Keeping System - Documentation relative to the systems sampling requirements (sites and schedules), all water quality information (laboratory reports), compliance information, any improvements, and expansions must be maintained. **It is important for the owner to notify this office in writing of all changes affecting the water system.**

As the water system's owner, it is ultimately your responsibility to ensure these requirements are implemented regardless of whether you occupy the facility or lease/rent it to other parties. Please read the enclosed information, fill out the necessary forms, and return them to the Water Division address listed on the first page. When necessary, representatives from this office will contact you regarding the various sampling schedules. If you have questions, please contact the appropriate staff member as listed on the attached staff listing. Thank you for your attention to these matters.

Sincerely,



Jane Murray
Drinking Water and Groundwater Bureau

Owner Enc: Chemical Waiver Instructions
Contact Information Form
Fact Sheet WD-DWGB-14-2
General System Evaluation Form
Master Sampling Schedule
OneStop Query Instructions
Owner Form
Permit to Operate Application
Sampling Fees/Staff Listing

cc: Corbin Kennedy
James Kelly
Moultonborough Health Officer
Moultonborough Select Board



GRANITE STATE ANALYTICAL SERVICES, LLC.

22 Manchester Road, Unit 2, Derry, NH 03038
Phone (800) 699-9920 | (603) 432-3044 website www.granitestateanalytical.com

INVOICE 199877

Invoice Date 01/02/2025

Invoice to

CruCon Cruise Outlet
81 Whittier Highway
Moultonborough, NH 03254

Terms: Net 30 Days

A finance charge of 1.5% per month (not to exceed maximum by law) may be added to past due amounts exceeding 30 days

Please remit to

Accounts Receivable
Granite State Analytical Services, LLC
22 Manchester Rd., Unit 2
Derry, NH 03038

Customer

CruCon Cruise Outlet

Work Order 2412-04695

- Sample #1 81 Whittier Highway 2025

1 Certified Operator @ \$550.00

\$550.00

Total \$550.00



GRANITE STATE ANALYTICAL SERVICES, LLC.

22 Manchester Road, Unit 2, Derry, NH 03038
Phone (800) 699-9920 | (603) 432-3044 website www.granitestateanalytical.com

Laboratory Report

CruCon Cruise Outlet
81 Whittier Highway
Moultonborough, NH 03254

Date Printed: 01/23/2025
Work Order #: 2501-04074
Client Job #:
Date Received: 01/22/2025
Sample collected in: New Hampshire

Attached please find results for the analysis of the samples received on the date referenced above.

Unless otherwise noted in the attached report, the analyses performed met the requirements of the analyzing laboratory's Quality Assurance Plan, Standard Operating Procedures and State Accreditation. This certificate shall not be reproduced, except in full, without the written approval of the analyzing laboratory. The results presented in this report relate to the samples listed on the following pages in the condition in which they were received. Accreditation for each analyte is identified by the " " symbol following the analyte name. Location of our analyzing laboratory is identified by the code in the Analyst Column.

A & L Laboratory:
Identified by ME in Analyst Column
155 Center Street, Auburn, Maine 04210
www.allaboratory.com

Granite State Analytical Services LLC:
Identified by NH in Analyst Column
22 Manchester Road, Derry, NH 03038
www.granitestateanalytical.com

Nashoba Analytical:
Identified by MA in the Analyst Column
31A Willow Road, Ayer, MA 01432
www.nashobaanalytical.com

ANALYSIS RELATED NOTES:

- RL: "Reporting limit" means the lowest level of an analyte that can be accurately recovered from the matrix of interest.
- DF: "Dilution factor" means the ratio of the volume of the sample to the volume of the final (dilute) solution.
- MDL: "Minimum Detection Limit" means the minimum result which can be reliably discriminated from a blank with a predetermined confidence level.
- ND: Non-detect. Results reported as Non-Detect (ND) have been evaluated down to the concentration listed in the MDL column.
- A & L Laboratory / Granite State Analytical Services LLC / Nashoba Analytical. accreditation lists can be found on our websites listed above.
- Subcontracted samples will be identified by the Accreditation number of the subcontract laboratory in the analyst field for each analyte and the appropriate laboratory will be listed here. None
- Data Qualifiers (DQ) Flags provide additional information in regards to the receipt, analysis or quality control of a sample. These are indicated under the DQ Flags Column on your report and listed here if necessary: Data Qualifier (DQ) Flags: None

SAMPLE STATE SPECIFIC NOTES:

Additional Narrative or Comments: None

We appreciate the opportunity to provide you with laboratory services. If you have any questions regarding the enclosed report, please contact the laboratory and we will be happy to assist you.



Donald A. D'Anjou, Ph. D.
Laboratory Director

A & L Laboratory: Accreditations: Maine ME00021, New Hampshire 2501, Maine Radon Registration ID # SPC20
Granite State Analytical Services, LLC: Accreditations: New Hampshire 1015; Maine NH00003;
Massachusetts M-NH0003; Rhode Island 101513; Vermont VT-101507
Nashoba Analytical: Accreditations: Massachusetts M-MA1118



GRANITE STATE ANALYTICAL SERVICES, LLC.

22 Manchester Road, Unit 2, Derry, NH 03038
Phone (800) 699-9920 | (603) 432-3044 website www.granitestateanalytical.com

DATE PRINTED: 01/23/2025
RECEIPT TEMP: ON ICE 3.6° CELSIUS
SAMPLING AGENT: Domingues, Nathan
by GSA QCM App. I
SAMPLE CATEGORY: Routine Sample
SYSTEM NAME: CruCon Cruise Outlet
SYSTEM TOWN: Moultonborough
SAMPLE AGENT #: 603-432-3044

DRINKING WATER BACTERIA REPORT

BACTERIA RESULTS FOR THE MONTH OF January, 2025

Legend	
Passes	✓
Fails EPA Primary	⊗
Fails EPA Secondary	▼
Fails State Guideline	×
Attention	▲

LAB ID#: 1015
DATE & TIME RECEIVED: 01/22/2025 01:47PM
WATER SYS TYPE: Non-Transient, Non-Community
EPA ID#: 1616040
METHOD: SM 9223B
MCL: No Limit
Media: (Colilert®-18) 20th ED
PREP TECH: KR-NH
ANALYST: NH-NH
TEST UNITS: P-A/100mL
MDL (RL): Absent

LABORATORY	SAMPLE LOCATION	CLIENT JOB #	COLLECTED DATE/TIME	BACTERIA PREP DATE/TIME	ANALYZED DATE/TIME	TOTAL COLIFORM *	Pass /Fail	DQ	ECOLI *	Pass /Fail	DQ
2501-04074-001	001 Kitchen Handwash Sink		01/22/2025 09:29AM	01/22/2025 03:28PM	01/23/2025 10:51AM	Absent	✓		Absent	✓	



Donald A. D'Anjou, Ph. D.
Laboratory Director



Drinking Water and Groundwater Bureau
Analysis Request Form

January 21, 2025

Page 1 of 1

BACTERIA Routines (Total Coliform Rule)

Compliance Sample Site(s) per Master Sampling Schedule

PWS ID: 1616040

System Name: CRUCON CRUISE OUTLET

PWS Town: MOULTONBOROUGH

Sample Type: Routine ☒

Collected By: Nathan Domingues

Signature: [Signature]

I certify that all samples taken are from the site(s) listed below and all information provided on this form to the lab is valid.

Phone Number: _____

Results for the Month of: JANUARY Year: 2025

Sample ID	Location	Date/Time Collected	Batch ID	Lab Accred. ID	Phone	Notes
001	KITCHEN HANDWASH SINK	1-22-25 929am	2501-4074			

Note: For systems collecting three additional routines, all samples must be collected from the distribution system and you must include at least one sample from the regularly scheduled site(s). Systems with fewer than three service connections may take multiple samples at the same site.

According to DES records, this system DOES NOT CHLORINATE. If the system is chlorinating, chlorine residual concentrations must be measured and recorded at the time of sample collection. If "full time" CHLORINATION is in place, please contact DES DWGB to update the appropriate records by email DWGBInfo@des.nh.gov or by calling (603) 271-2513.

FOR LAB USE: Temp C (upon receipt): 3-6 On Ice? Y Batch ID (if different than sample ID prefix): _____ List QUALIFIERS (if any): _____

Relinquished by: [Signature] Received by: [Signature] Date/Time: _____

Relinquished by: _____ Received at Lab by: _____ Date/Time: _____

Lab Conducting Analysis: _____ Signature: _____ Lab Accred. ID: _____ Phone: 25 JAN 22 1:47PM

Reporting Lab (if different): _____ Signature: _____ Lab Accred. ID: _____ Phone: _____

Results must be reported to DES within 2 business days of analysis completion unless 2 contaminants are present/exceeded which must be reported within 24 hours.