

16  
QUITCLAIM: INSTITUTIONAL INVESTORS TR. & BRETTON WOODS CORP. TO ROSEBROOK  
WATER CO., INC.  
(N.H. STAMPS \$10.00)

QUITCLAIM DEED

INSTITUTIONAL INVESTORS TRUST, a Massachusetts business trust with a principal place of business in Boston, County of Suffolk and Commonwealth of Massachusetts, and BRETTON WOODS CORPORATION, a New Hampshire corporation having a principal place of business in Bretton Woods, Town of Carroll, County of Coos and State of New Hampshire, for consideration paid, grant to ROSEBROOK WATER COMPANY, INC., a New Hampshire corporation having a principal place of business in said Bretton Woods, its successors and assigns, with QUITCLAIM covenants, certain interests in real property in the Town of Carroll and the unincorporated township of Crawford's Purchase, in said County of Coos, and in the Town of Bethlehem, in the County of Grafton, all in the State of New Hampshire, being more particularly described as follows:

The exclusive right and easement to the sole use of all land lying within a radius of 200 feet of any well serving the water system of the grantee and the right to maintain free from any septic system any land lying within a radius of 400 feet of any such well, as well as an easement 10 feet in width on either side of any water main now used by the grantee, together with the right and easement to use, operate, maintain, repair and replace on land of either of the grantors all wells, water mains, pipelines, pumps, pump houses, storage tanks, pumping equipment, meters, hydrants, and all other facilities presently used or useful in connection with the operation by the grantee of a water company system on property of either or both of the grantors; and the right and easement to enter from time to time upon the property of either or both of the grantors for the purpose of operating, maintaining, repairing, or replacing said facilities.

Also conveying all right, title and interest of the grantors in and to any wells, water mains, pipelines, pumps, pump houses, storage tanks, pumping equipment, meters, hydrants, all other facilities, and tangible personal property used or useful in connection with the operation of a water company system by the grantee.

This conveyance is made as a contribution to capital in exchange for the issuance to Institutional Investors Trust of common stock and debentures in accordance with a plan to issue Section 1244 stock made May 31, 1978, and other action taken at the meeting of the incorporators of the grantee on May 31, 1978.

IN WITNESS WHEREOF, the grantors have caused their names to be subscribed

77

by their respective officers, duly authorized, this 18th day of  
January, 1980.

Witness:

*[Signature]*

INSTITUTIONAL INVESTORS TRUST (NO SEAL)

By *[Signature]*

Its TRUSTEE

*[Signature]*

BRETTON WOODS CORPORATION (NO SEAL)

By *[Signature]*

Its PRESIDENT

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 18th day of  
January, 1980, by Howard A. Gellis  
Trustee of Institutional Investors Trust, a Massachusetts  
business trust, on behalf of said Trust.

*[Signature]*  
Notary Public  
(N.P. SEAL)

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 18th day of  
January, 1980, by Howard A. Gellis  
President of Bretton Woods Corporation, a New Hampshire  
corporation, on behalf of said Corporation.

*[Signature]*  
Notary Public  
(N.P. SEAL)

Received and recorded: January 24, 1980 12:15 P.M.

Received Feb. 1, 10:45 AM 1980  
Examined, ATTEST:

*[Signature]* Register.

EASE.: BRETTON WOODS SKI AREA LIMITED PARTNERSHIP TO ROSEBROOK WATER CO.  
INC.

DEED OF EASEMENT

Bretton Woods Ski Area Limited Partnership, a New Hampshire Limited Partnership with a principal place of business at 22 Middle Street, Whitefield, New Hampshire, for consideration paid, grants to Rosebrook Water Company, Inc., a New Hampshire corporation having a principal place of business in Bretton Woods, Town of Carroll, New Hampshire, its successors and assigns, with quitclaim covenants, the following rights and easements over the property of the grantor, located in the Town of Carroll, County of Coos, and the Town of Bethlehem, County of Grafton, State of New Hampshire, said rights and easements being more particularly described as follows:

The exclusive right and easement for the existing water systems and to expand the water systems located on the grantor's property and operated by the grantee, to install, use, operate, maintain and repair and replace water mains, pipelines, pumps, pump houses, storage tanks, pumping equipment, meters, hydrants and all other facilities used or useful in connection with the operation by the grantee of a water company system, and to maintain free from any septic system any land lying within a radius of 400 feet of any well now or in the future located upon the grantor's premises, and the right and easement to enter from time to time upon the property of the grantor for the purpose of operating, maintaining, repairing, enlarging or replacing any such water system facilities, with men and equipment.

Any and all such water system facilities shall be the property of the grantee.

The grantee agrees to defend, indemnify and hold the grantor harmless from any and all damages, actions, causes of action, judgments and administrative decisions arising from or as a result of the operation and maintenance of the water system upon the grantor's premises.

The grantee shall repair any portion of the grantee's portion which is disturbed by the grantee as a result of any such construction, maintenance and repair to substantially the same condition as existed prior to any such disruption by the grantee.

The rights granted hereunder shall not unreasonably interfere with the use of the grantor's property as a ski area.

IN WITNESS WHEREOF, the grantor has executed this easement on this 25<sup>th</sup> day of August, 1988.

2/8

WITNESS:

BRETTON WOODS SKI AREA LIMITED  
PARTNERSHIP

Paul T. Donovan

By: Herb Boynton  
Herb Boynton  
General Partner

Paul T. Donovan

By: Joel Bedor  
Joel Bedor, General Partner

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on  
this 25<sup>th</sup> day of August, 1988, by Herb Boynton and Joel Bedor,  
general partners of Bretton Woods Ski Area Limited Partnership,  
on behalf of the partnership.

Justice of the Peace  
Notary Public

Received Aug. 26, 8:55 AM 1988  
Examined, ATTEST:

Philip H. Kiser Register.-----

4893s

- 2 -

*See vol 874 pg 642*

## DEED OF EASEMENTS

**GS Phoenix, LLC**, a New Hampshire Limited Liability Company with a principal place of business at Route 112, Lincoln, New Hampshire (the "Grantor"), for consideration paid, hereby grants to **Rosebrook Water Company, Inc.**, a corporation organized under the laws of the State of New Hampshire with a principal place of business at Bretton Woods Resort, Carroll, New Hampshire (the "Grantee"), the following rights and easements:

1. The perpetual right and easement to construct, reconstruct, install, repair, replace and maintain pipes, mains, manholes, conduits, pumps, pump houses, storage tanks, hydrants, wells, trenches, and such other appurtenances (all collectively referred to as the "Water System") as may be reasonably necessary to provide water service to the residents of the Bretton Woods Resort, Grafton and Coos Counties, New Hampshire, on the property described in Exhibit A attached hereto and made a part hereof, consisting of premises owned by the Grantor and premises over which the Grantor may grant easements pursuant to Article XII of a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bretton Woods Resort Community, dated November 17, 1987, recorded at Book 719, Page 272 of the Coos County Registry of Deeds, and also dated December 30, 1988, and recorded at Book 1784, Page 173 of the Grafton County Registry of Deeds (the "Premises"), and to flow water through the Water System. The easement area will consist of the location of all existing portions of the Water System currently servicing the Bretton Woods Resort, and such additional area as may be necessary for the future installation of improvements to or expansion of the Water System. The Water System shall be the property of the Grantee. The location of future improvements to, or expansion of the Water System, shall be agreed to by the Grantor and Grantee, their successors or assigns.

2. The perpetual right and easement to enter upon the Premises with persons and equipment to install, operate, maintain and repair the Water System described in Paragraph 1 above, as may be reasonably necessary.

Grantee shall defend, indemnify and hold the Grantor harmless from any and all injury to person or property resulting from Grantee's exercise of the rights and easements granted herein.

The Grantee shall be responsible for repairing all of the Grantor's Premises disturbed by the Grantee's exercise of its easement rights to substantially the same condition as existed prior to the disturbance. The Grantee shall also be responsible for bearing all costs of maintenance and repair of the Water System. Grantee shall be responsible for obtaining all necessary governmental approvals for installation, maintenance and repair.

BK0869 Pg0357 005872

The easements granted by this instrument are perpetual and shall run with the land for the benefit of the Grantee, its successors and assigns. These easements may be assigned or conveyed by the Grantee.

IN WITNESS WHEREOF, the undersigned has set forth its signature this 3<sup>rd</sup> day of December, 1996.

GS Phoenix, LLC  
By its manager,  
Granite State Phoenix Corporation

By: Ronald P. Murro  
Ronald P. Murro, Chairperson

State of New Hampshire  
County of Grafton

\_\_\_\_\_The foregoing instrument was acknowledged before me this 3<sup>rd</sup> Day of December, 1996, by Ronald P. Murro, Chairperson of Granite State Phoenix Corporation, a New Hampshire Corporation, on behalf of the corporation, in its capacity as manager of GS Phoenix, LLC, a New Hampshire Limited Liability Company.

Jennifer S. Sylvester  
Justice of the Peace / Notary Public

Jennifer S. Sylvester  
My Commission Expires June 28, 2003



BK0869 Pg0358

<http://www.tbwater.com/assent>

## EXHIBIT A DESCRIPTION OF EASEMENT PREMISES

Those certain tracts or parcels of land situated in the Town of Bethlehem, County of Grafton, in the town of Carroll, County of Coos, and the unincorporated place known as Crawford's Purchase, County of Coos, State of New Hampshire, described in a foreclosure deed from BWDP Associates Ltd. Partnership to BWDP Associates Ltd. Partnership dated June 2, 1993, recorded in the Grafton County Registry of Deeds at Book 2029, Page 388, a foreclosure deed from BWDP Associates Ltd. Partnership, dated June 2, 1993, recorded in the Coos County Registry of Deeds at Book 810, Page 357, and a foreclosure deed from BWDP Associates Ltd. Partnership, dated June 2, 1993, and recorded in the Coos County Registry of Deeds at Book 810, Page 337.

Excluding, however, the premises conveyed by BWDP Associates Ltd. Partnership, or its successor, GS Phoenix, LLC by the following conveyance:

Deed from GS Phoenix, LLC to the Trust for Public Land d/b/a TPL  
New Hampshire, August, 1996, recorded in the Coos County Registry of  
Deeds at Book 0864, Page 0584.

E:\www\fbwater\casdisc

Received: Dec. 13, 11:14 am, 1996  
Examined ATTEST:

Sally Petric Deputy Registrar

BK0869 Pg 0359

25

**AMENDMENT TO EASEMENT AGREEMENT  
AND PARTIAL RELEASE OF EASEMENT**

THIS AMENDMENT ENTERED INTO THIS      DAY OF April, 1997, by and between ROSEBROOK WATER COMPANY, INC. ("Rosebrook"), a New Hampshire corporation having a principal place of business at Bretton Woods Resort, Carroll, New Hampshire, and GS PHOENIX, LLC ("GS Phoenix"), a New Hampshire Limited Partnership with a principal place of business located at Route 112, Lincoln, New Hampshire.

WHEREAS Rosebrook is the holder of an easement (the "1996 Easement") granted to it by GS Phoenix by Easement Deed dated December 3, 1996, recorded at Book 869, Page 357 of the Coos County Registry of Deeds; and

WHEREAS the parties hereto wish to amend the 1996 Easement to reference two 400 well protection radii for an existing well and a proposed well; and

WHEREAS Rosebrook is the holder of an easement granted to it by Institutional Investors Trust and Bretton Woods Corporation, by Quitclaim Deed dated January 18, 1980, recorded in the Coos County Registry of Deeds at Book 627, Page 76 (the "1980 Easement"); and in the Grafton County Registry of Deeds at Book 1391, Page 459; and

WHEREAS the parties wish to release the 1980 easement as it pertains to the property of conveyed to MWH Preservation Limited Partnership ("MWH") by deed of GS Phoenix of even date to be recorded herewith.

NOW THEREFORE for consideration paid and in consideration of the terms and covenants contained herein, the parties hereto agree as follows:

1. GS Phoenix agrees that Rosebrook shall have the perpetual right and easement to construct, operate, maintain and repair wells and appurtenant pipes, pumps, and other water system components in the land lying within the area shown as "Well Protection Zones" on a plan of land entitled "Relative Location Plan of Well Protection Zone at Bretton Woods Development in Carroll, New Hampshire", prepared by Sabourn Surveying, Inc., dated March 27, 1997, recorded in the Coos County Registry of Deeds at 2788, subject to the right of the owner of fee title to the Well Protection Zone to make use of said area provided that such use does not interfere with Rosebrook's exercise of its rights and easement granted hereby, and, further, GS Phoenix acknowledges that no new construction of buildings or other structures is permitted in the Well Protection Zones without the prior written consent of or receipt of a no action or no objection letter from the New Hampshire Department of Environmental Services or its successors.

2. Rosebrook hereby releases the property conveyed to MWH by deed of GS Phoenix of even date herewith and recorded herewith from the easements granted to Rosebrook by the 1980 Easement; the 1980 Easement remains in full force and effect as it pertains to all other property burdened by the 1980 Easement.

3. This Amendment shall be binding upon the parties hereto and their successors and

BOOK 874 PG 0642  
COLOS



assigns.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the date first set forth above.

ROSEBROOK WATER COMPANY, INC.

  
Witness  
(as both)

BY:   
Robert A. Satter, President

GS PHOENIX, LLC  
By GRANITE STATE PHOENIX  
CORPORATION, its manager

BY:   
Ronald P. Murro, Chairman

STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 24th day of April, 1997, before me personally appeared Robert A. Satter, who acknowledged himself to be the President of Rosebrook Water Company, Inc. and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

  
Justice of the Peace/Notary Public

BK0874 Pg0643

STATE OF *New Hampshire*  
COUNTY OF *merri-mack*

On this the *24* Day of *April*, 1997, before me personally appeared Ronald P. Murro, who acknowledged himself to be the Chairman of Granite State Phoenix Corporation, Manager of GS Phoenix, LLC, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

  
Justice of the Peace/Notary Public

BK0874 Pg0644

Received: April 25, 12:25 pm, 1997  
Examined ATTEST:

 Registrar