



Via Certified Mail

October 14, 2015

Town of Concord
37 Green Street
Concord, NH 03301

Re: Shoreland Permit Application – The Northern Pass Project

Dear Sir or Madam:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,

Lee Carbonneau

Normandeau Associates, Inc.

As agent for Northern Pass Transmission, LLC.

Shoreland Permit Application Northern Pass Soucook River, Concord, NH

Prepared for
Northern Pass Transmission, LLC and
Public Service Company of New Hampshire
d/b/a Eversource Energy
Energy Park
780 Commercial Street
Manchester, NH 03101

October 2015

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DISCLOSURE STATEMENT

The data contained in all pages of this document have been submitted in confidence and contain trade secrets and/or privileged or confidential information, and such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the client shall have the right to use or disclose the data herein to the extent provided in the contract. This document includes data that shall not be disclosed outside of the purposes of this submittal and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than for evaluation purposes.

1.0 Shoreland Permit Application



Soucook River



SHORELAND PERMIT APPLICATION

Water Division/ Shoreland Program
Land Resources Management

Check the status of your application: <http://des.nh.gov/onestop>

RSA/Rule: RSA 483-B, Env-Wq 1400

Administrative Use Only	Administrative Use Only	Administrative Use Only	File Number:
			Check No.
			Amount:
			Initials:

This is an application for a permit to excavate, fill or construct new structures within the protected shoreland as regulated under RSA 483-B. For a complete list of activities that do not require a shoreland permit, view the shoreland program [frequently asked questions](#) (FAQ's)

Please type or print clearly. **Please note:** Application packages missing required elements will be returned to the applicant in their entirety, including the fee. Land Resources Management will include a letter identifying the missing elements and describing how to resubmit the application package to DES. Application packages that are accepted will proceed to technical review to ensure the applicant has fulfilled all requirements as specified by statute or rules. For more information visit the [New Land Resources Management Application Return Process](#) site located on the Shoreland Program Page.

1. PROPERTY OWNER

LAST NAME, FIRST NAME, M.I.: Public Service Co. of NH d/b/a Eversource Energy (PSNH), c/o Kevin McCune, Supervisor, Environmental Affairs Licensing and Permitting

ADDRESS: 780 Commercial Street

TOWN/CITY: Manchester

STATE: NH

ZIPCODE: 03101

PHONE: 603-669-4000

EMAIL: Kevin.mccune@eversource.com

2. PROJECT LOCATION

ADDRESS: 65 Airport Road

TOWN/CITY: Concord

STATE: NH

ZIPCODE: 03301

WATERBODY NAME: Soucook River

TAX MAP: 110

LOT NUMBER: 6

3. CONTRACTOR OR AGENT

LAST NAME, FIRST NAME, M.I.: Carbonneau, Lee E.

ADDRESS: 25 Nashua Rd

TOWN/CITY: Bedford

STATE: NH

ZIPCODE: 03110

PHONE: 603-637-1150

EMAIL: lcarbonneau@normandeau.com

4. CRITERIA

Please check at least one of the following below:

- ☒ This shoreland permit application requires neither a proposal to make the property more nearly conforming nor a request for a waiver of a minimum standards.
- ☐ This shoreland permit application includes a proposal to make the structures and/ or the property more nearly conforming in accordance with RSA 483-B:11
- ☐ This shoreland permit application includes a request for a waiver of the following minimum standard(s)

5. PROJECT DESCRIPTION

Total Square feet of impact 10,876 Total square feet of new impervious area 47

shoreland@des.nh.gov or (603) 271-2147

NHDES Wetlands Bureau, PO Box 95, Concord, NH 03303-0095

www.des.nh.gov

Provide a complete description of the proposed project. **A new high voltage transmission line will be constructed in an existing transmission ROW, and existing transmission and distribution lines will be relocated. The Concord Project area includes one Shoreland location along the Soucook River. Work in the Shoreland includes the relocation and installation of one monopole structure and the installation of two footings of a three-pole structure as shown in the project plans. Additionally, one existing pole will be removed from within the Shoreland. One temporary work pad will be established within the Shoreland and this work area will be restored after construction.**

6. PERMIT APPLICATIONS SUBMITTED

Please indicate if applications for any of the permits listed below have been submitted or will need to be submitted:

- ☒ Wetlands Permit per RSA 482-A ☐ Individual Sewage Disposal System per RSA 485-A:29
☒ Alteration of Terrain Permit Per RSA 485-A:17 ☐ Subdivision Permit Per RSA 485-A:29

7. REFERENCE LINE ELEVATION (REQUIRED FOR LAKES, PONDS, AND ARTIFICIAL IMPOUNDMENTS)

Reference line elevations for most lakes, ponds and artificial impoundments greater than 10 acres in size are listed in the [Consolidated List of Waterbodies Subject to the Shoreland Water Quality Protection Act](#). Please see RSA 483-B:4, xvii for the definition of reference line.

The reference line for this waterbody is: 246-260 Feet

8. SHORELAND FRONTAGE Shoreland frontage is the actual frontage along the waterfront measured at the reference line.

The shoreland frontage on this lot is : 770 Linear Feet

☐ N/A – No Direct frontage on this lot

9. APPLICATION FEE

A non-refundable permit application fee of \$100 plus \$0.10 per total square foot of is required at the time the application is submitted. Fees are capped at \$750 for projects impacting less than 10,000 sq ft, \$1,875 for projects impacting between 10,000 and less than 25,000 sq ft, and \$3,750 for projects impacting 25,000 sq ft and greater. Please note that your application will not be considered complete if it does not include the appropriate fee. **Please make checks payable to the Treasurer, State of NH.**

10. CALCULATING THE TOTAL IMPACT AREA AND PERMIT APPLICATION FEE

Total impact area is calculated by determining the sum of all areas disturbed by regrading, excavation, filling, construction, and structure removal. Impacts often include, but are not limited to: constructing new driveways, constructing new structures, areas disturbed when installing a new septic system or foundation, creating temporary access roads for the purpose of installing a well and regrading associated with landscaping activities.

Total Area Impacted within 250 Of the Reference Line. = 10,876 (A) Square Feet

Multiply the total Impact Area By 10¢ and add \$100.00. [(A) X .10 + \$100.00] = \$ Permit Fee Exempt per 483-B:5-b III

11. REQUIRED CERTIFICATIONS

By initialing within the blank before each of the following statements, and signing below, you are certifying that: to the best of my knowledge, the information provided is true, complete and not misleading.

☒ I understand that any permit or waiver granted based on false, incomplete, or misleading information shall be subject to revocation.

☒ I am aware that obtaining a shoreland permit will not exempt the work I am proposing from other state, local or federal approvals.

☒ I have notified the municipality or municipalities in which the proposed impacts are located and provided them with a complete copy of the application and all supporting materials on / / via certified mail.

☒ ☐ This project is within ¼ mi of a [designated river](#) (river name:) and I have notified the [Local River Management Advisory Committee](#) by providing them with a copy of the complete application, including all supporting materials, via certified mail on day: 16 month: 10 year: 2015 and I have included a copy of the certified mail receipt in the application submittal (RSA

482-A:3,i(d)(2)) <input checked="" type="checkbox"/> This project is not within ¼ mi of a designated river			
N/A I have notified all abutters of the proposed impacts via certified mail as required by RSA 483-B:5-b, iv-a. (see definition of "abutter" on page (6)). Exempt per RSA-483-B:5-b, IV (A)			
12. SIGNATURES (Both must sign per Env-Wq 1406.08)			
OWNER NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy	DATE: <input type="text"/>
APPLICANT NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy Northern Pass LLC, c/o Robert P. Clarke, Project Director	DATE: <input type="text"/>

Please mail this application and all other attachments to the Department of Environmental Services Wetlands Bureau, PO Box 95, Concord NH 03302-0095. Missing information will delay processing of your application and may result in denial of a Shoreland Permit.

SHORELAND APPLICATION WORKSHEET

This form must be submitted to the Department of Environmental Services Wetlands Bureau accompanied with a Shoreland Permit Application. [Instructions for completing this form](#) are available on the shoreland program web page.

For the purposes of this worksheet, "**Pre-Construction**" impervious surface areas¹ means all human made impervious surfaces² currently in existence on the property, whether to be removed or to remain after the project is completed. "**Post-Construction**" impervious area means all impervious surfaces that will exist on the property upon completion of the project, including both new and any remaining pre-existing impervious surfaces. All answers shall be given in square feet.

CALCULATING THE IMPERVIOUS AREA WITHIN 250 FEET OF THE REFERENCE LINE			
	STRUCTURE DESCRIPTION	PRE-CONSTRUCTION IMPERVIOUS AREA	POST-CONSTRUCTION IMPERVIOUS AREA
PRIMARY STRUCTURE Include all <u>attached</u> decks and porches.	<u>Transmission structure foundations</u>	<u>14</u> FT ²	<u>54</u> FT ²
	_____	_____ FT ²	_____ FT ²
ACCESSORY STRUCTURES All other impervious surfaces excluding lawn furniture, well heads, and fences. Common accessory structures	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²

¹ "**Impervious surface area**" as defined in Env-Wq 1402.15 means, for purposes of the impervious surface limitation specified in RSA 483-B:9, V(g), the sum total of the footprint of each impervious surface that is located within the protected shoreland.

² "**Impervious Surface**" as defined in RSA 483-B:4, VII-b means any modified surface that cannot effectively absorb or infiltrate water. Examples of impervious surfaces include, but are not limited to, roofs, and unless designed to effectively absorb or infiltrate water, decks, patios, and paved, gravel, or crushed stone driveways, parking areas, and walkways.

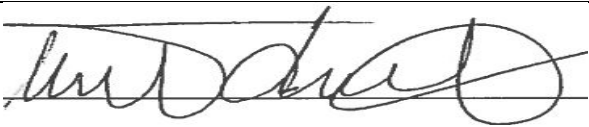
include, but are not limited to: driveways, walkways, patios and sheds.	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
TOTAL:		(A) <u>14</u> FT²	(B) <u>54</u> FT²
Area of the lot located within 250 ft of reference line:			(C) <u>96,603</u> FT²
Percentage of lot covered by pre-construction impervious area within 250 ft of the reference line: [divide (a) by (c) x 100]			(D) <u>.01</u> %
Percentage of lot to be covered by post-construction impervious area within 250 ft of the reference line upon completion of the project: [divide (b) by (c) x 100]			(E) <u>0.05</u> %

IMPERVIOUS AREA THRESHOLDS

DETERMINING IF A STORMWATER MANAGEMENT PLAN IS REQUIRED
<input checked="" type="checkbox"/> This project does not require a stormwater management plan because the proposed post-construction impervious area (Calculation E) is less than or equal to 20%.
<input type="checkbox"/> This project requires a stormwater management plan because the proposed post-construction impervious area (Calculation E) is greater than 20%, but not greater than 30%. See details on the <i>Checklist of Required Items</i> on page 6
<input type="checkbox"/> This project requires a stormwater management plan designed and certified by a professional engineer because the post-construction impervious area (Calculation E) is greater than 30%; and All waterfront buffer grid segment must meet at least the minimum required tree and sapling point score. See details on the <i>Checklist of Required Items</i> on page 6

UNALTERED STATE REQUIREMENT

CALCULATING THE AREA TO REMAIN IN AN UNALTERED STATE
--

Total area of the lot between 50 ft and 150 ft of the reference line within which the vegetation currently exists in an unaltered state ³ (see definition below) . If this area is completely altered, place a zero on line (F) and (I) and proceed to (J) .	(F) 0
Total area of the lot between 50 ft and 150 ft from the reference line	(G) _____
At least 25 percent of the vegetation within area (G) must remain in an unaltered state. [.25 x G]	(H) _____
Place the smaller of line (F) and calculation (H) on this line. In order to remain compliant with RSA 483-B:9, V(b), this is the minimum area that must remain in an unaltered state between 50 ft and 150 ft from the reference line. This area must be represented on all plans.	(I) 0*
Name of person who prepared this worksheet:	(J) <u>Tracy Coolidge</u>
Name and date of the plan this worksheet is based upon:	(K) <u>NHDES Shoreland Permit Application Plans Soucook River, Concord, NH. 9/14/2015</u>
SIGNATURE: 	DATE: 10/13/2015

***Unaltered State-**

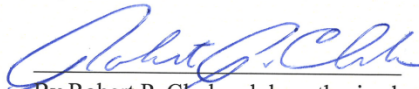
Vegetation in a public utility right-of-way must be maintained/ mowed regularly for safety and operational purposes. There will always be little or no land in an unaltered state within a transmission ROW, and therefore no calculations for this metric were performed. Furthermore, RSA 483-B:9 IV-b. states "Public utility lines and associated structures and facilities, public roads, and public water access facilities including boat ramps shall be permitted by the commissioner as necessary and consistent with the purposes of this chapter and other state law." In addition, RSA 483-B:2 XVI provides for economic development in proximity to waters.

³ **"Unaltered State"** means native vegetation allowed to grow without cutting, limbing, trimming, pruning, mowing, or other similar activities except as needed for renewal or to maintain or improve plant health.

Block 12. Signatories for NH Department of Environmental Services Shoreland Permit Applications


Applicant

1. Eversource Energy Service Corporation, as duly authorized agent for
Northern Pass Transmission LLC
Robert P. Clarke
Director, Transmission Business Operations
780 North Commercial Street
Manchester, NH 03101
Tel: 781-441-8057
Robert.Clarke@eversource.com


By Robert P. Clarke, duly authorized

Owner and Applicant

2. Eversource Energy Service Corporation, as duly authorized agent for
Public Service Company of New Hampshire d/b/a Eversource Energy
Kevin F. McCune
Supervisor, Environmental Affairs Licensing and Permitting
780 North Commercial Street
Manchester, NH 03101
Phone: 339-987-7020
Kevin.mccune@eversource.com


By Kevin F. McCune, duly authorized

2.0 Copy of Check for Application Fee

N/A, per RSA 483-B:5-b-III. Construction of public roads, public utility lines and associated structures and facilities, and public water access facilities shall be exempt from the permitting fees of paragraph I and the abutter notification requirements of paragraph IV-a.

3.0 Project Specific Work within the Protected Shoreland

The Northern Pass project area extends from the international border of Canada and the United States in Pittsburg, New Hampshire to Londonderry, New Hampshire. The Project will require work within the 250 foot protected shoreland of multiple waterbodies. This application includes information related to the work within an existing transmission ROW that intersects the Protected Shoreland of the Soucook River in Concord, NH.

The Project seeks to take advantage of existing transmission and road ROW in order to minimize environmental and other impacts. There are locations where existing electric lines must be relocated. In these areas, the existing 115 kV transmission lines and 34.5 kV distribution lines will be relocated within the ROW to create room for new Project infrastructure.

The Project proposes to use lattice steel, tubular steel monopole and tubular steel H-Frame or tri-pole (AC line) structures (Appendix I). These structures will range in height from roughly 50 to 155 feet. Average heights vary from approximately 80 to 130 feet. The structure in the Shoreland at this location will not be lattice. Tubular steel monopole configurations will be around five to ten feet in diameter at the base, tapering to approximately one to two feet in diameter at the top. These structures will be anchored to concrete foundations approximately seven to twelve feet in diameter. The tubular steel H-Frame structures will consist of two smaller vertical poles connected near the top of the structure with a crossarm, making them resemble the capital letter “H.” Each of the vertical poles that make up the H-Frame structures will have an approximate base diameter of two to three feet, tapering to roughly one foot at the top. The two vertical poles will be separated horizontally by 26 feet. The crossarm is the widest piece of the structure measuring about 52 feet in width. The H-Frame structures will have a combination of direct embed and concrete foundations. Concrete foundations for the H-Frame structures will be approximately three to four feet in diameter, while the direct embed foundations will consist of placing a portion of the vertical poles into a three to four foot diameter hole and backfilling the hole with either native material, crushed rock, or a mixture of the two, which will be compressed to provide a rigid support system. Tri-pole structures are similar, except that there are three vertical poles. During the detailed design process, other foundation designs might be considered based on their capacity to improve constructability, reduce environmental impacts or achieve other benefits.

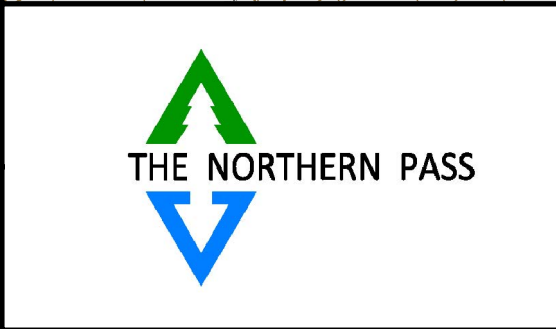
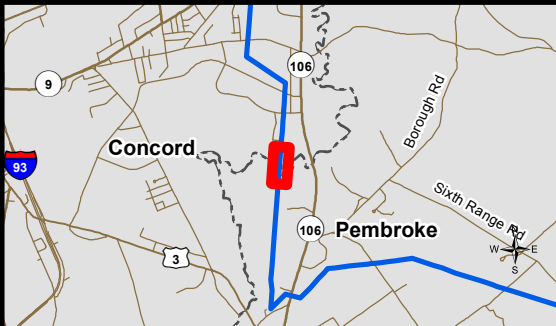
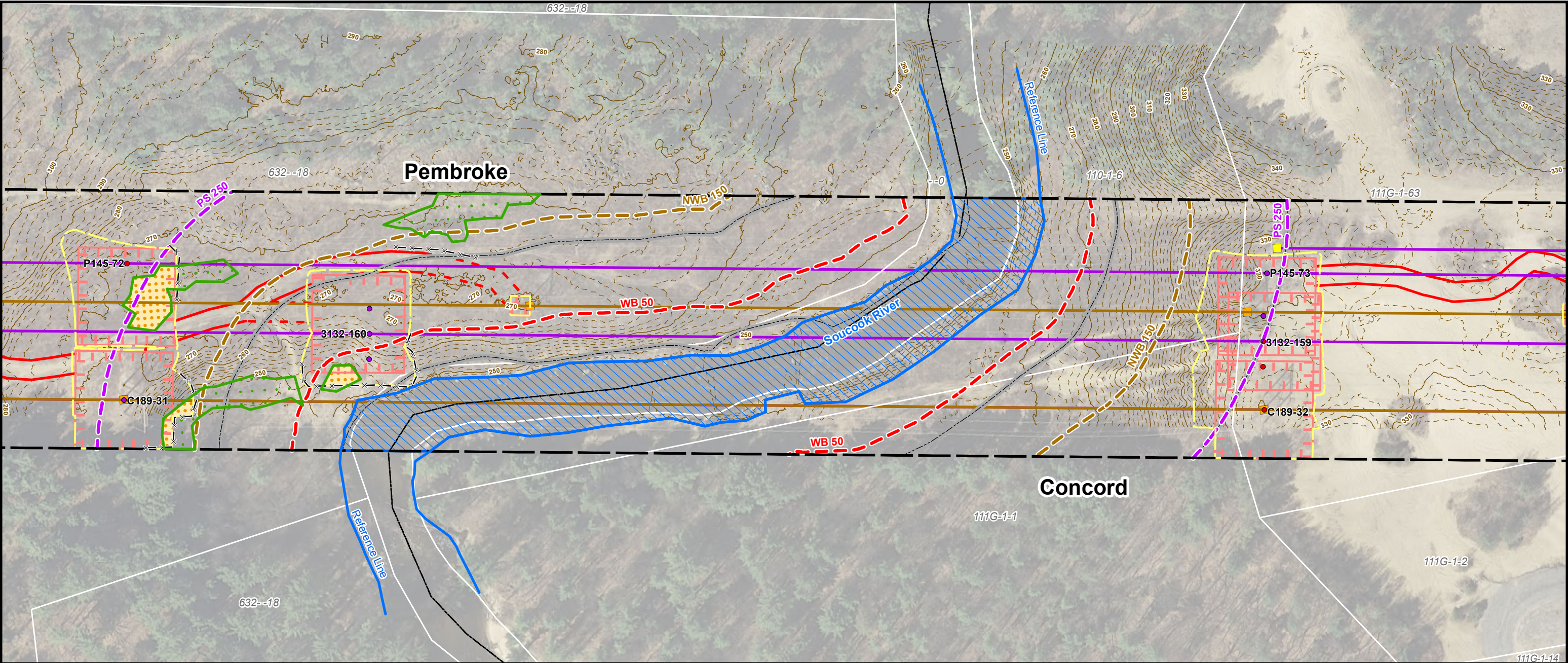
3.1 Soucook River

The Soucook River is part of the S1 overhead line portion of the Project. Eversource Energy has an existing right-of-way in this area, and the overhead lines cross the Soucook River. The Soucook River at this location is classified as a fourth order river (R2UB1) with a cobble-gravel bottom, and is approximately 80-90 feet wide (Appendix A). The 592 acre parcel on the north shore of the river is owned by the City of Concord, and the ROW across this land is maintained in low shrubs, with pine barrens adjacent. The Capital Regional Development Council owns an 8-acre parcel that is also within the shoreland. This parcel is highly disturbed with a primarily gravel substrate, and it appears to get regular use by ATVs.

The shoreland buffer impact to the Soucook River in Concord will occur within the vicinity of Antrim Avenue. Two structures will be installed within 250 feet of the river as shown in the project plans (Appendix A). In the Shoreland buffer, one monopole structure will be relocated to another location in the shoreland. Additionally, a monopole will be removed within the buffer at this site. Two footings of a three pole structure will also be erected in the Shoreland buffer at this site. Temporary impacts at this site will result from a construction pad. For all work within the shoreland buffer, tree stumps will be left in place except where structure excavation is needed, and shrub and herbaceous vegetation will be undisturbed wherever possible. The NH Natural Heritage Bureau has records of rare, threatened and endangered species within ½ mile of this location (Appendix F), and Northern Pass is working with the U.S. Fish and Wildlife Service, NH Fish and Game Department, and the NH NHB to address all concerns regarding endangered and threatened species and exemplary natural communities (Appendix F).

Concord, Soucook River	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
Temporary Impacts	0 sq. ft.	0 sq. ft.	10,829 sq. ft. construction pad	10,829 sq. ft. construction pad
Permanent Impacts	0 sq. ft.	0 sq. ft.	47 sq. ft. 1 monopole, 1 footing of a three-pole structure	47 sq. ft. 1 monopole, 1 footing of a three-pole structure
Pre-Construction Impervious Surface Area	0 sq. ft.	0 sq. ft.	14 sq. ft.	14 sq. ft.
Post-Construction Impervious Surface Area	0 sq. ft.	0 sq. ft.	54 sq. ft.	54 sq. ft.

■ Appendix A Plan Set



Existing Conditions

- Existing Structure
- Existing Structure to be Removed
- Existing Transmission Line
- Existing Transmission Line to be Removed
- Delineated Wetlands
- Tax Parcels
- Existing Right of Way
- 10' Index Contour
- 2' Interval Contour

USGS 10' Contour

USGS 2' Contour

Stream Centerlines

- Perennial
- Intermittent
- Ephemeral

Delineated Waterbodies

- Perennial
- Intermittent
- Ephemeral
- Local Setbacks

Proposed Conditions

- Proposed Structure - No Shoreland Impact
- Proposed Structure - Shoreland Impact
- Proposed Transmission Line
- Proposed New Right of Way
- Off ROW and UG Reporting Extents
- Temporary Construction Pad
- Station LODs
- Existing Access Route
- New Access Route

- Temporary Wetlands Matting (16'x 16')
- Erosion and Sedimentation Control BMPs
- Erosion and Sedimentation Control BMPs (Steep Slope)
- Temporary Limit of Disturbance - Construction Pad
- Limits of Permanent Vegetation Clearing
- UG Splice Vaults
- Trenched UG
- Trenchless UG

NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	0	0	0	0	0
Natural Woodland Buffer (150')	0	0	0	0	0
Protected Shoreland (250')	0	10,829	47	14	54
Total	0	10,829	47	14	54
May not sum to total due to rounding					
THE NORTHERN PASS PROPOSED ROUTE			Soucook River, Concord		
Date: 9/14/2015	DRAWN: LD				Page 01

■ Appendix B Property Deeds

Per recommendation of the NH Department of Environmental Services Shoreland Bureau, legal documents associated with easements and other property rights, including deeds, are being submitted separately via CD to NHDES. NPT will install underground transmission facilities pursuant to authority provided under RSA 231:160, et seq. for use of public highways for various utility purposes.

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: FAA 2046 Existing Line Number: V-182
Mile Sheet Number: 4 & 5 OF LINE P-145 PSNH Easement Form Ref ID: 6019 Rev. 1M 4-50-F
Other: _____
Grantor: City Of Concord
Grantee: Public Service Company Of New Hampshire
Town/City & County: Concord County: Merrimack
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 265 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: Said 265' foot strip shall extend 75' easterly and 195' westerly of a line or extension of a line.

Date of Instrument Execution: 9/13/1950 Book: 688 Page: 411

Joint Use Agreement:

NO (YES/NO)

Doc. Num: AGA 562 (?) Date of Instrument Execution: _____ Book: _____ Page: _____

Brief Description: _____

Reference Document:

NO (YES/NO)

Document(s) Referenced: _____

Additional Comments: _____

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Right to Remove



NPT Easement Abstract

7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: _____

Property Comments: _____

Created By (C&C): MLS 7/25/11

Checked By (C&C): GMN 7/29/11

Legal Reviewed By: KB & JV 8/16/11

Approved By (NPT): _____

That _____ City of Concord

of Concord County of Merrimack

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms,

braces, anchors, wires, guys and other equipment over and across a strip of land 265 feet

in width in the town/city of Concord county of Merrimack
State of New Hampshire.

Said 265 foot strip shall extend 75 feet easterly and 195 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the southerly boundary line of lot #4230 as shown on the Assessors' Map of the City of Concord, said point of beginning being two hundred sixty-one (261) feet measured westerly along said southerly boundary line from an iron pin marking the southeasterly corner of lot #4230A; thence running south 20°00' W, a distance of three hundred eleven (311) feet to an angle point; thence turning and running south 41°00' E a distance of twenty hundred seventy-four (2074) feet to an angle point; thence turning and running south 19°30' W, a distance of thirty-one hundred seventy-one (3171) feet to a point in the northerly boundary line of lot #4237.

Said two hundred sixty-five (265) foot right of way strip includes all or part of lots #4231, 4232, 4233, 4237A, 4273, 42731, 4275, 4276, 4275A, 4725, 4239, and 4240 as shown on the Assessors' Map for the City of Concord.

Being a part of the same premises described in deed of

dated _____ and recorded in _____
the _____ County Registry of Deeds, Book _____
Page _____

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that it has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And

In Witness Whereof the Grantor has, by virtue of a vote of the City Council taken on the 11th day of September, 1950, caused its corporate seal to be hereunto affixed and these presents to be signed, executed, acknowledged and delivered in its name and behalf by Woodbury Brackett, its Manager, this 13th day of September, 1950.

for the consideration aforesaid, do hereby release to the said Grantee
right of _____ in the before-mentioned premises.

WITNESS _____ hand and seal this _____ day of _____ 1950.

In the presence of

Harold D. Hutchins

City of Concord

By: *Woodbury Brackett*

City Manager

W: _____ hand and seal this _____ day of _____ 1950.



The State of New Hampshire
Merrimack _____ SS.
September 13 1950

Then Woodbury Brackett personally appeared and acknowledged the foregoing instrument to be the free act and deed of the Grantor.

personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed.
Before me.

Margaret A. Spencer
Notary Public Justice of the Peace

My Commission Expires
Jan. 30, 1952

1950

personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me

Notary Public Justice of the Peace

Concord
MERRIMACK COUNTY RECORDS
Received Dec. 1, 9-50 A. M. 1950
Recorded Lib. 688 Fol. 411
Examined: *Katherine A. Crowley*

Register.

EAA-2046

CITY OF CONCORD

In the year of our Lord one thousand nine hundred and fifty.

RESOLUTION AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE.

The City of Concord resolves as follows:

Sec. 1. That the right and easement to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land in Concord 265 feet wide extending 75 feet easterly and 195 feet westerly of the following described line:

Beginning at a point in the southerly boundary line of lot #4230 as shown on the Assessors' Map of the City of Concord, said point of beginning being two hundred sixty-one (261) feet measured westerly along said southerly boundary line from an iron pin marking the southeasterly corner of lot #4230A; thence running south 20° 00' west a distance of three hundred eleven (311) feet to an angle point; thence turning and running south 41° 00' east a distance of twenty hundred seventy-four (2074) feet to an angle point; thence turning and running south 19° 30' west, a distance of thirty-one hundred seventy one (3171) feet to a point in the northerly boundary line of lot #4237.

Said two hundred sixty-five (265) foot right of way strip includes all or part of lots #4231, 4232, 4233, 4237A, 4723K, 4723I, 4235, 4726, 4725A, 4725, 4239, and 4240 as shown on the Assessors' Map for the City of Concord; be conveyed to the Public Service Company of New Hampshire.

Sec. 2. That the City Manager is hereby authorized to execute a conveyance of said rights to the Public Service Company of New Hampshire.

Sec. 3. This resolution shall take effect upon its passage.

In City Council
October 9, 1950
Passed.

A true copy.
Attest:

Arthur E. Rely

City Clerk.

C/K DATA-743
AGA-379

253151 95 SEP 27 AM 8:16 BK1999 PG1446
AGA-379

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 22nd day of August, 1995 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and TAFA, INC., a Delaware corporation, with a mailing address of 146 Pembroke Road, Concord, New Hampshire, 03301 (hereinafter called Tafa);

WITNESSETH THAT

WHEREAS, PSNH acquired easement rights by deed of PSNH to Concord Community Development Corporation, dated July 25, 1985 and recorded in the Merrimack County Registry of Deeds, Book 1522, Page 823 (hereinafter called the Easement), which is essential to its operations in the Concord area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Tafa is the fee owner of property located on Pembroke Road in Concord, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Tafa wishes to construct and maintain a parking lot and plantings (hereinafter called the Encroachments), between PSNH structures 68 and 70 on transmission line #318, structures 89 and 90 on transmission line #P-145, and structures 45 and 46 on transmission line #V-182, as shown on a plan entitled "Tafa, Inc., 146 Pembroke Road, Concord, New Hampshire Site Plan, Sheet 3 of 6, Drawing #1143", dated May 19, 1995 and prepared by Provan & Lorber, Inc., of Contoocook, New Hampshire (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, PSNH desires to cooperate with Tafa in the construction and maintenance of the Encroachments, and Tafa desires to cooperate with PSNH 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.

BK 1999 PG 447

- 2 -

(2) PSNH consents to the construction and maintenance of the Encroachments and the use of a portion of the Easement by Tafa as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Tafa and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) Tafa and PSNH agree to use their best efforts to cooperate in said joint use and to use their 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) Tafa agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(6) Tafa agrees to provide notification to PSNH prior to beginning construction and maintenance of the Encroachments adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(7) Tafa agrees to use their best efforts to construct and maintain the Encroachments in a reasonable manner so that they do not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission lines #318, #P-145 and #V-182. Tafa further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of their construction and maintenance activities within the Easement.

(8) Tafa 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 PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(9) Tafa agrees not to pile any snow or construction materials or store any equipment within the Easement.

(10) Tafa agrees that all pitch pine and scrub oak trees being transplanted will have height managed by PSNH.

BK 1999 PG 448

- 3 -

(11) Tafa agrees not to construct any permanent structures, including storage sheds, within the Easement.

(12) Tafa agrees not to place any wells or septic systems within the Easement.

(13) Tafa agrees that following construction and maintenance of the Encroachments 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 PSNH.

(14) Tafa 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.

(15) Tafa agrees to indemnify, defend and save harmless PSNH 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.

(16) 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.

(17) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

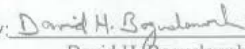
(19) This Agreement contains the entire Agreement between the parties and any amendment thereof shall be in writing and executed by the parties to this Agreement.

(20) This Agreement and any amendments thereto shall be recorded in the Merrimack County Registry of Deeds.

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

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE


Witness

By: 
David H. Boguslawski
Vice President -
Customer Operations
Duly Authorized

BK 1999 PG 1449

- 4 -

Tafa, Inc.

By: Walter Zanchuk
Walter Zanchuk, President
Duly Authorized WZ
22 Aug 95

Anne-Marie Sommer
Witness

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 28th day of August, 1995 by David H. Boguslawski, Vice President - Customer Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

Anne-Marie Sommer
Notary Public/Justice of the Peace

My commission expires:
ANNE-MARIE SOMMER, Notary Public
State of New Hampshire
County of Merrimack

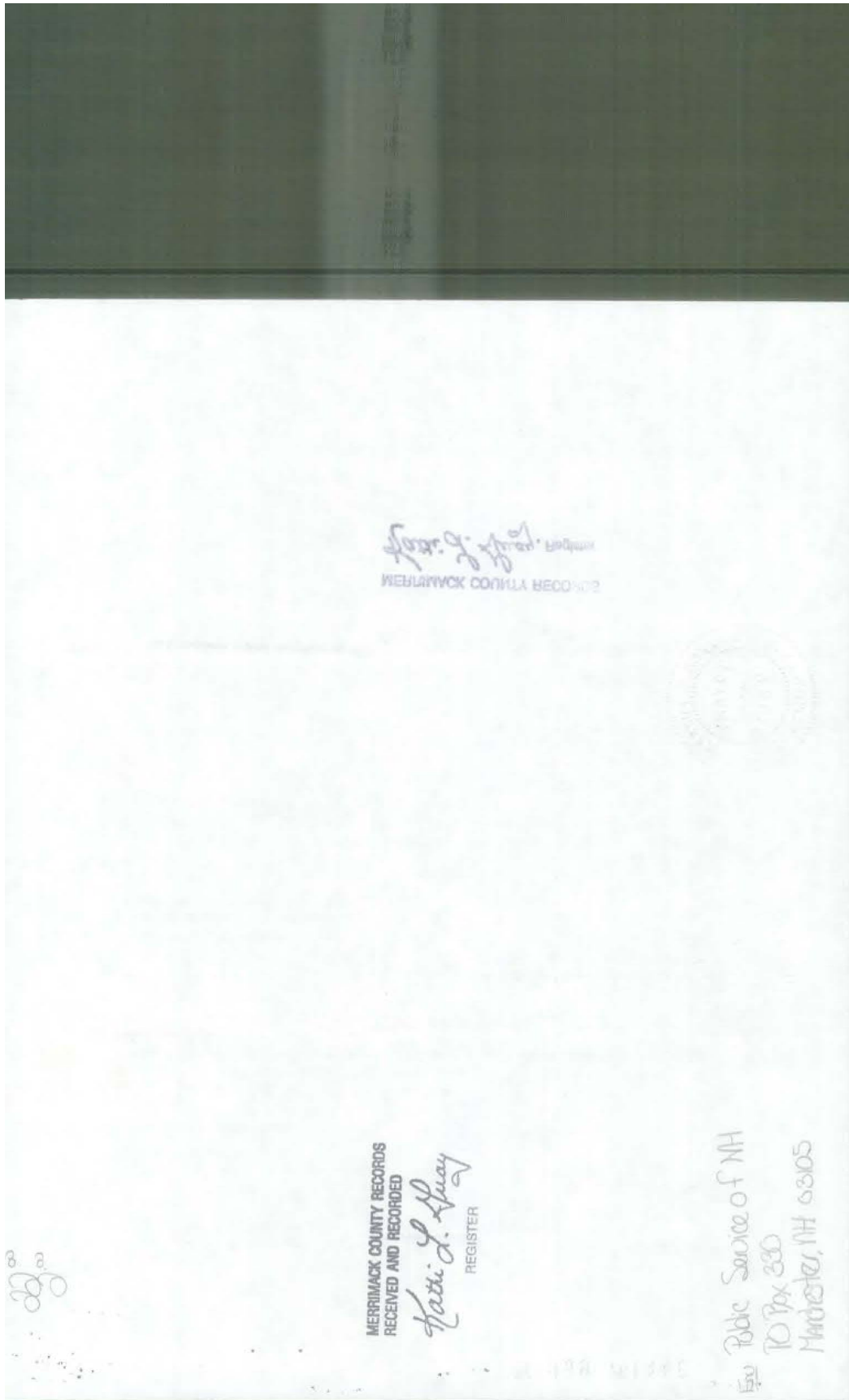
The foregoing instrument was acknowledged before me this 22nd day of August, 1995 by Val Zanchuk, President of Tafa, Inc., a Delaware corporation, on behalf of the corporation. Walter (exp 8/22/95)

San T. Puff
Notary Public/Justice of the Peace

My commission expires:

My Commission Expires December 14, 1999

MERRIMACK COUNTY RECORDS
Kathie L. Gray, Register



C/K EAA 2046
 1443 EAA 2010 415484
 2001-APR 24 AM 8:46
 BK2256 PG1864
 AGA-4666
 202 Eno-
 202

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 4th day of April, 2001 by and between
 PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its
 principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105
 (hereinafter called PSNH); and SABBOW AND CO, INC., a New Hampshire corporation,
 with a mailing address of 12 Industrial Park Drive, Concord, New Hampshire, 03301
 (hereinafter called SABBOW);

WITNESSETH THAT

WHEREAS, PSNH acquired a 265 foot wide easement by deeds of the City of
 Concord, both dated September 13, 1950, and recorded in the Merrimack County
 Registry of Deeds, Book 688, Page 413 and Book 688, Page 411 (hereinafter called the
 Easement), which is essential to its operations in the Concord area and has poles, lines
 and appurtenant equipment across portions of the Easement;

WHEREAS, SABBOW is the fee owner of property located off Industrial Park Drive in
 Concord, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, SABBOW wishes to construct and maintain a storage area for concrete
 products (hereinafter called the Encroachment), between PSNH structures 41 and 43 on
 transmission line #V-182 and between PSNH structures 84 and 85 on transmission line #P-
 145 and between PSNH structures 59 and 60 on transmission line #318;

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

WHEREAS, PSNH desires to cooperate with SABBOW in the construction and
 maintenance of the Encroachment, and SABBOW desires to cooperate with PSNH 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 and described in the
 Easement.

8K2256 PG1865

(2) PSNH consents to the construction and maintenance of the Encroachment and the use of a portion of the Easement by SABBOW as described above; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) SABBOW and PSNH agree to jointly use a certain portion of the Easement as described above, subject to the conditions contained herein.

(4) SABBOW and PSNH agree to use their best efforts to cooperate in said joint use and to use their 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) SABBOW agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(6) SABBOW agrees to provide notification to PSNH prior to beginning construction and/or maintenance of the Encroachment adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603)634-2254.

(7) SABBOW agrees to use its best efforts to construct and maintain the 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 PSNH. SABBOW agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of its construction and/or maintenance activities within the Easement. SABBOW further agrees to cover the full reasonable costs to PSNH in advance for any relocation, bracing, changing and raising of any towers, poles, cables, or any other equipment owned, constructed or maintained by PSNH as may be required to properly operate, maintain, repair, rebuild, patrol and remove the same as a result of its construction and/or maintenance activities within the Easement.

(8) SABBOW agrees to construct and/or maintain the Encroachment such that it does not prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing its towers, poles, cables or any other equipment owned, constructed or maintained by PSNH, or from complete and unobstructed access to and along the PSNH transmission lines # V-182 and P-145.

BK2256 PG1866

(9) SABBOW agrees that any field changes 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 PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(10) SABBOW agrees not to pile any snow or construction materials or store any equipment that would exceed twelve feet (12') in height within the Easement. SABBOW also agrees to keep all storage materials thirty feet (30') away from any PSNH structures.

(11) SABBOW agrees not to construct any permanent structures, including storage sheds, within the Easement.

(12) SABBOW agrees not to place any wells or septic systems within the Easement.

(13) SABBOW agrees that following construction and/or maintenance of the 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 PSNH.

(14) SABBOW 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.

(15) SABBOW agrees to indemnify, defend and save harmless PSNH 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 PSNH or its agents or subcontractors.

(16) 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.

(17) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

BK2256 PG1867

(19) 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.

(20) This Agreement and any amendments thereto shall be recorded in the Merrimack County Registry of Deeds.

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Roxanne M. Parkhurst
Witness

By: Paul E. Ramsey
Paul E. Ramsey
Vice President - Customer Operations

SABBOW AND CO., INC.

[Signature]
Witness

By: Peter Sabbow
Peter Sabbow
President
Duly Authorized

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 4th day of April, 2001 by Paul E. Ramsey, Vice President - Customer Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

ANNE-MARIE SOMMER, Notary Public
My Commission Expires March 6, 2002

Anne-Marie Sommer
Notary Public/Justice of the Peace

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2001 by Peter Sabbow, President of Sabbow and Co, Inc., a New Hampshire corporation, on behalf of the corporation.

Brian W. Heath
Notary Public/Justice of the Peace
BRIAN W. HEATH, Notary Public
My Commission Expires February 19, 2002

MERRIMACK COUNTY RECORDS

Kathi L. Quay, Registrar

AGA-525

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 5th day of September, 2003 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 780 North Commercial Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and ENERGYNORTH NATURAL GAS, INC., d/b/a KEYSpan ENERGY DELIVERY NEW ENGLAND, a New Hampshire corporation, with a mailing address of 1260 Elm Street, Manchester, New Hampshire, 03101 (hereinafter called "KeySpan");

WITNESSETH THAT

WHEREAS, PSNH acquired certain easements, varying in width from 255 to 265 feet, for its transmission facilities (115 kV Line V-182, structures 24 to 59; 115 kV Line P-145, structures 63 to 105; and 34.5 kV Line 318, structures 32 to 87) running northerly from NH Route 3 in Pembroke, NH, parallel to and westerly of NH Route 106, to the 393 Interstate Connector in Concord, NH; said easements having been acquired by deed of Earl L. and Marquerette C. Coffran, dated August 26, 1950 and recorded at the Merrimack County Registry of Deeds ("Registry") at Book 688, Page 282; by deed of Robert M. and Emily A. Coffran, dated August 26, 1950, recorded in said Registry at Book 688, Page 284; by deed of Laurence F. and Evelyn F. Whittemore, dated March 10, 1951, recorded in said Registry at Book 693, Page 411; by deed of Laurence F., Evelyn F. and Edith Whittemore, dated December 2, 1950, recorded in said Registry at Book 693, page 29; by deeds of Laurence F. and Evelyn F. Whittemore, dated December 2, 1950, recorded at said Registry at Book 693, Page 32 and at Book 693, page 31; by deed of Keith P. and Helen F. Rogers, dated September 6, 1950, recorded at said Registry at Book 688, Page 258; by deed of City of Concord, dated September 13, 1950, recorded at said Registry at Book 688, Page 411; deed of Michael and Bertha E. Shyne, dated August 24, 1950, recorded in said Registry at Book 688, Page 260; deed of Harold C. and L. Marie Johnson, dated August 24, 1950, recorded in said Registry at Book 688, Page 266; deed of Frank and Minnie Boulay, dated August 22, 1950, recorded in said Registry at Book 688, Page 263; deed of Leon W. and Florence M. Towle, dated August 23, 1950, recorded in said Registry at Book 688, Page 220; deed of Emerencienne Ouellette, dated August 24, 1950, recorded in said Registry at Book 688, Page 221; deed of Edwin J. and Nora B. Andrew, dated August 24, 1950, recorded in Book 688, Page 264; deed of Harold C. and L. Marie Johnson, dated August 24, 1950, recorded in said Registry at Book 688, Page 241; deed of George J. and Winifred Bourassa, dated August 24, 1950, recorded at said Registry at Book 688, Page 239; and deed of Mary E. Boulay, dated August 25, 1950, recorded at said Registry at Book 688, Page 226 (hereinafter collectively called the Easement), which is essential to its operations and has poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, KeySpan proposes to construct an underground natural gas pipeline (hereinafter called the Pipeline) adjacent to the Easement, utilizing portions of the easement for temporary workspace, and crossing the Easement and/or PSNH transmission facilities at four locations (within public right-of-way at Chenell Drive, on private property southerly of Loudon Road, within public right-of-way at Old Loudon Road, and within public right-of-way at I-393), on properties now or formerly owned by Red Rock Investments, LLC (Line List

C/R EAA-2004, EAA-2005, EAA-2010, EAA-2015, EAA-2016, EAA-2017, EAA-2018, EAA-2019
EAA-2006, EAA-2011, EAA-2012, EAA-2013, EAA-2014

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Number P5), Gerald Foster, Tr. (P4), Riverwood Commercial Properties, Inc. (P3 and P1), City of Concord (C41A and C23), Capital Regional Development Association (C39), Tracy S. Nabsstedt, Jr. (C25B), Hodges Development Corp. (C22AB), McKenna Purchase, Inc. (C22), Barbara M. Perry, Trustee (C21) and Verona Investment Associates (C20), as shown on plans entitled "KeySpan Energy Delivery, Proposed 12-inch Concord to Tilton Reinforcement - Phase One, Merrimack Co., New Hampshire," by Coler & Colantonio, Inc., 212 Canco Road, Portland, ME 04103, dated June, 2003, plan numbers KED-NH-ALN-001, 002 and 004 (hereinafter called the Plan), said Plan depicting the pipeline easement crossings, temporary workspace areas and Line List Numbers identifying property ownership, and said Plan to be kept on file by both KeySpan and PSNH;

WHEREAS, KeySpan represents it has acquired the necessary rights and/or permission from the above mentioned property owners, or the current owners, for the location and construction of said Pipeline;

WHEREAS, the Easement grants PSNH the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines; the right to remove all structures or obstructions which are now or may hereafter be found within the limits of said Easement; and the right to keep the easement clear of any trees that might endanger said lines;

WHEREAS, PSNH desires to cooperate with KeySpan in the construction/retention and maintenance of the Pipeline, and KeySpan desires to cooperate with PSNH 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) PSNH consents to the construction and maintenance of the Pipeline and the use of a portion of the Easement by KeySpan as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) KeySpan and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) KeySpan and PSNH agree to use their best efforts to cooperate in said joint use and to use their 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) ACCESS TO AND UTILIZATION OF EASEMENT

(A) KeySpan agrees to limit its access to the Easement to predetermined locations, agreed upon by the parties, to insure that proper distances are maintained between PSNH's electrical facilities and KeySpan's construction/maintenance activities.

(B) KeySpan agrees that all equipment or vehicles of any type, exceeding 13'-6" in height, will not be operated under or within twenty-five (25) feet of PSNH's electrical lines.

(C) KeySpan agrees not to pile any snow or materials or store any equipment within PSNH's Easement except materials and equipment may be stored within the Easement during actual construction or maintenance

Book 2583 Page 995

or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission and distribution lines. KeySpan further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of its construction and/or maintenance activities within the Easement.

(D) KeySpan 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 PSNH. Requests for approval shall be addressed to Robert C. Gosling, Supervisor of Civil Engineering or his successor. PSNH's approval will not be unreasonably withheld.

(E) All blasting shall be in accordance with PSNH's "Guideline for Controlled Blasting within Public Service of New Hampshire Transmission Rights-of-Ways," dated June 26, 2001, as revised August 4, 2003, which is attached hereto and made a part hereof, but not recorded herewith.

(F) All brush and tree removal within the Easement, and all tree removal adjacent to the Easement, is subject to PSNH's approval in advance. All trees must be secured and cut in a manner such that there is no possibility they can fall into and damage PSNH transmission/distribution facilities.

(G) KeySpan agrees that following construction and/or maintenance of the Pipeline to dispose of all waste material outside the Easement; grade, re-soil and re-seed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to PSNH.

(H) PSNH agrees that KeySpan may build an earthen berm (to provide screening that will be lost due to the removal of trees for the Pipeline), approximately ten (10) feet high, approximately two (2) feet wide at the top, approximately twenty-two (22) feet wide at the bottom and approximately four hundred (400) feet long, running longitudinally in the Easement directly between PSNH's transmission lines V-182 (adjacent to structures 51 and 52) and P-145 (adjacent to structures 96 and 97), on property owned by McKenna Purchase, Inc. (C-22). KeySpan shall use the loam and other earthen materials piled within the Easement on said McKenna land, and the materials shall be suitably compacted and seeded to avoid erosion. KeySpan is responsible for obtaining all necessary easements from the landowner and said easements shall recognize that PSNH's future use of the easement may require the removal or modification of the berm.

(8) KeySpan 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.

(9) KeySpan agrees to indemnify, defend and save harmless PSNH 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 PSNH or its agents or subcontractors.

Book 2583 Page 996

(10) 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.

(11) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(12) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

(13) 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.

(14) This Agreement and any amendments thereto shall be recorded in the Merrimack County Registry of Deeds.

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Meredith MacAskill
Witness

By: *John M. MacDonald*
John M. MacDonald
Vice President - Operations

ENERGYNORTH NATURAL GAS, INC.

d/b/a

KEYSPAN ENERGY DELIVERY NEW ENGLAND

Richard G. MacDonald
Witness


By: *Richard G. MacDonald*
Richard G. MacDonald
Manager Construction Services

Duly Authorized

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 17th day of September, 2003 by John M. MacDonald, Vice President - Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

ANNE-MARIE SOMMER, Notary Public
for the State of New Hampshire
My Commission Expires March 20, 2007

Anne-Marie Sommer
Notary Public/Justice of the Peace


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activities by KeySpan, as authorized in this agreement, but not under or within twenty-five (25) feet of PSNH's electrical lines.

(6) PIPELINE DESIGN CONSIDERATIONS

(A) KeySpan agrees that the Pipeline will be designed to withstand HS-20 vehicle loading (minimum) throughout its length, not only within the Easement, but also on adjacent property where KeySpan and PSNH may access.

(B) KeySpan agrees that all Pipeline blow offs will be located a minimum of one hundred (100) feet from the edge of PSNH's easement and directed away from the Easement.

(C) KeySpan agrees to perform AC Interference Engineering Studies in order to identify/install AC mitigation devices as required to maintain a pipeline system safe from lightning and from steady state induced AC interference and faults on the PSNH electrical systems, including temporary mitigation measures necessary to insure the safe construction of the Pipeline. If KeySpan's and/or PSNH's facilities are expanded in the future, KeySpan agrees to conduct additional studies, and install necessary devices, at that time to ensure adequate mitigation.

(D) KeySpan agrees to perform Cathodic Protection Engineering Studies in order to identify/install cathodic protection systems for the Pipeline that will minimize any stray DC interference to PSNH buried metallic structures, guy anchors, counterpoise and/or other buried metallic structure members. As with the AC Interference Studies, KeySpan agrees to be responsible for future studies and construction necessary to protect PSNH's underground plant.

(7) PIPELINE CONSTRUCTION CONSIDERATIONS

(A) PSNH and KeySpan shall work together to identify all safety issues related to KeySpan's construction of the Pipeline in proximity to PSNH's electrical facilities, and KeySpan agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission/distribution lines. In this effort, PSNH shall appoint a Construction Safety Inspector (hereinafter referred to as "Inspector") to coordinate construction safety issues with KeySpan throughout the construction process. The Inspector shall have the authority to direct on-site contractor supervision to avoid work practices that may expose employees to electric hazards from energized overhead electric lines or may compromise the reliability of those lines, and shall have stop work authority with regard to any activity or practice which, in the reasonable opinion of said inspector, presents an imminent danger to any worker(s) or any of PSNH's lines. KeySpan agrees to reimburse PSNH for the cost of said Inspector, including overheads, and other necessary PSNH field personnel (for example, an electrician doing electrical switching for safety purposes).

(B) KeySpan agrees to provide notification to PSNH prior to beginning construction and/or maintenance of the Pipeline adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to Robert C. Gosling, Supervisor Civil Engineering or his successor at P.O. Box 330, Manchester, New Hampshire 03105, or at telephone number (603) 634-3528.

(C) KeySpan agrees to use its best efforts to construct and/or maintain the Pipeline in a reasonable manner so that it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed

Book 2583 Page 997

State of New Hampshire
County of Sullivan

The foregoing instrument was acknowledged before me this 5th
day of September, 2003 by Richard G. MacDonald, Manager
Construction Services of KeySpan Energy Delivery New England, a New
Hampshire corporation, on behalf of the corporation.

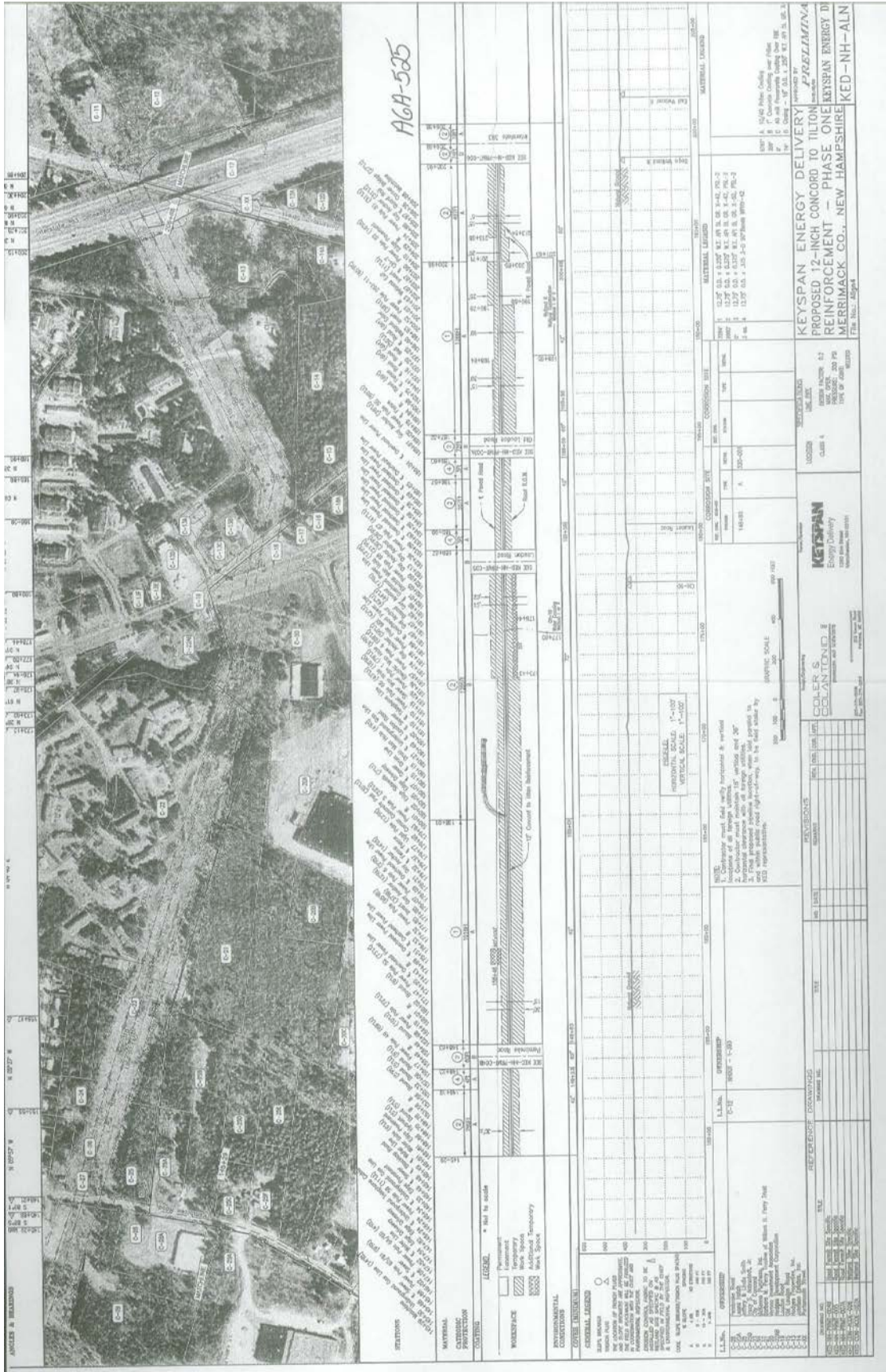
Gene M. Gagne
Notary Public/Justice of the Peace

My Commission Expires August 9, 2005



MERRIMACK COUNTY RECORDS

Kathie L. Gray, CPO, Register



c/r EAA-2046

PNV. /
Return to:
Public Service Company of NH
Attn: A.M. Sommer
P.O. Box 330
Manchester, NH 03105

Doc# 602828 AGA - 559
Book: 2773
Pages: 1088 - 1092
Filed & Recorded
05/06/2005 8:28AM
KATHI L. GUAY, CPD, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS
RECORDING \$ 26.00
SURCHARGE \$ 2.00

Book 2773 Page 1088

26-
2-

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 25th day of April, 2005 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 780 North Commercial Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and NEW HAMPSHIRE DISTRIBUTORS ASSOCIATES, a limited partnership duly organized and existing under the laws of the State of New Hampshire, with a mailing address of 65 Regional Drive, P.O. Box 267, Concord, New Hampshire, 03302-0267 (hereinafter called NHDA);

WITNESSETH THAT

WHEREAS, PSNH acquired a 265 foot wide easement by deed of The City of Concord, dated September 13, 1950, and recorded in the Merrimack County Registry of Deeds, Book 688, Page 411 (hereinafter called the Easement), which is essential to its operations in the Concord area and has poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, NHDA is the fee owner of property located off Regional Drive in Concord, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, NHDA wishes to construct and maintain a driveway and a four foot high fence and a twelve foot high fence, and paving (hereinafter called the Encroachments), between PSNH structures 63 and 66 on transmission line #318, PSNH structures 86 and 88 on transmission line # P-145, and PSNH structures 43 and 45 on transmission line # V-182, as shown on a plan entitled

(7) NHDA agrees to provide notification to PSNH prior to beginning construction and/or maintenance of the Encroachments adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603)634-2254.

(8) NHDA agrees to use its best efforts to construct and/or maintain the Encroachments 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 PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission line # 318, P-145, and V-182, NHDA further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of its construction and/or maintenance activities within the Easement.

(9) NHDA 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 PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(10) NHDA acknowledges its understanding that PSNH operates and maintains energized high voltage overhead electric power lines within the Easement. In order to minimize induced voltage or other hazardous conditions resulting from the presence of metal fencing within the Easement, NHDA agrees to cause the existing fencing and gates to be properly grounded by a licensed electrician in accordance with applicable codes at NHDA's sole expense.

(11) NHDA agrees not to pile any snow or construction materials or store any equipment within the Easement.

"New Hampshire Distributors Associates Truck Wash Project, 65 Regional Drive, Concord, N.H., Design Site Plan, Sheet C1.1", dated September, 2004 and last revised December 9, 2004 and prepared by Provan & Lorber, Inc. of Contoocook, New Hampshire (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, PSNH desires to cooperate with NHDA in the construction and maintenance of the Encroachments, and NHDA desires to cooperate with PSNH 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) PSNH consents to the construction and maintenance of the Encroachments and the use of a portion of the Easement by NHDA as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) NHDA and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) NHDA agrees that they will not commence any construction until after the power line has been raised.

(5) NHDA and PSNH agree to use their best efforts to cooperate in said joint use and to use their 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.

(6) NHDA agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(12) NHDA agrees not to construct any permanent structures, including storage sheds, within the Easement.

(13) NHDA agrees not to place any wells or septic systems within the Easement.

(14) NHDA agrees that following construction and/or maintenance of the Encroachments 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 PSNH.

(15) NHDA 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) NHDA agrees to indemnify, defend and save harmless PSNH 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 PSNH or its agents or subcontractors.

(17) 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.

(18) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(19) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

(20) 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.

(21) This Agreement and any amendments thereto shall be recorded in the Merrimack County Registry of Deeds.

Book 2773 Page 1092

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

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

Meredith MacArthur
Witness

By: John M. MacDonald
John M. MacDonald
Vice President - Operations

NEW HAMPSHIRE
DISTRIBUTORS ASSOCIATES

Lancho S. Wescott
Witness

By: Margaret H Brown
Name: Margaret H Brown
Title: General Partner
Duly Authorized

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 2nd
day of May, 2005 by John M. MacDonald, Vice President -
Operations of Public Service Company of New Hampshire, a New Hampshire
corporation, on behalf of the corporation.

ANNE-MARIE SOMMER, Notary Public
State of New Hampshire
My Commission Expires March 20, 2007

Anne-Marie Sommer
Notary Public/Justice of the Peace

State of New Hampshire
County of MERRIMACK

The foregoing instrument was acknowledged before me this 25th
day of April, 2005 by MARGARET BROWN of New
Hampshire Distributors Associates, a New Hampshire Limited Partnership, on
behalf of the limited partnership.



Jean Buisson
Notary Public/Justice of the Peace

MY COMMISSION EXPIRES
SEPTEMBER 17, 2008

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

Map too large to scan.

See original located in

Legal Files.

C/C EAT-2046 AGA-387

266442 96 APR 24 AM 8:51 BK2019 PG0935

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 5th day of March, 1996 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and SCHWAN'S SALES ENTERPRISES, INC., (a Minnesota corporation), with a mailing address of 115 W. College Drive, Marshal, Minnesota, 56258 (hereinafter called Schwan's);

WITNESSETH THAT

WHEREAS, PSNH acquired a 265 foot wide easement by deed of the City of Concord, dated September 13, 1950 and recorded in the Merrimack County Registry of Deeds, Book 688, Page 411 (hereinafter called the Easement), which is essential to its operations in the Concord area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Schwan's is the fee owner of property located on Industrial Park Drive in Concord, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Schwan's wishes to construct and maintain a driveway, parking lot, lighting, electrical and corner of building (hereinafter called the Encroachments), between PSNH structures 37 and 39 on transmission line # V-182, and PSNH structures 80 and 82 on transmission line # P-145, as shown on a plan entitled "Site Plan Schwan's Sales Enterprises, Inc., Concord, New Hampshire", dated July 25, 1994 and prepared by Holden Engineering and Surveying, Inc., of Concord, New Hampshire (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, PSNH desires to cooperate with Schwan's in the construction and maintenance of the Encroachments, and Schwan's desires to cooperate with PSNH 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.

BK2019 PG0936

- 2 -

(2) PSNH consents to the construction and maintenance of the Encroachments and the use of a portion of the Easement by Schwan's as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Schwan's and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) Schwan's agrees that the corner of the building, as shown on the Plan, will be outside PSNH's Easement. Underground foundation and/or roof overhang shall extend no further than three feet (3') into Easement. No future building expansion shall extend into Easement whatsoever.

(5) Schwan's and PSNH agree to use their best efforts to cooperate in said joint use and to use their 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.

(6) Schwan's agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(7) Schwan's agrees to provide notification to PSNH prior to beginning construction and maintenance of the Encroachments adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(8) Schwan's agrees to use their best efforts to construct and maintain the Encroachments in a reasonable manner so that they do not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission lines # V-182 and P-145. Schwan's further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of their construction and maintenance activities within the Easement.

(9) Schwan's 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 PSNH. Requests

BK2019 PG0937

- 3 -

for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(10) Schwan's agrees not to pile any snow or construction materials or store any equipment within the Easement.

(11) Schwan's agrees not to construct any permanent structures, including storage sheds, within the Easement.

(12) Schwan's agrees not to place any wells or septic systems within the Easement.

(13) Schwan's agrees that following construction and maintenance of the Encroachments 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 PSNH.

(14) Schwan's 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.

(15) Schwan's agrees to indemnify, defend and save harmless PSNH 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.

(16) 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.

(17) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

(19) 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.

(20) This Agreement and any amendments thereto shall be recorded in the Merrimack County Registry of Deeds.

BK2019 PG0938

- 4 -

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

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Ralph M. Parkhurst
Witness

By: David H. Boguslawski
David H. Boguslawski
Vice President -
Customer Operations
Duly Authorized

Schwan's Sales Enterprises, Inc.

Julie Swedjinski
Witness

By: Adrian J. Anderson
Adrian J. Anderson
Vice President
Duly Authorized

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 5th day of
March, 1996 by David H. Boguslawski, Vice President - Customer Operations of
Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of
the corporation.

Anne-Marie Sommer
Notary Public/Justice of the Peace

My commission expires:
ANNE-MARIE SOMMER, Notary Public
State of Minnesota
County of Lyon

The foregoing instrument was acknowledged before me this 29th day of
February, 1996 by Adrian J. Anderson, Vice President of Schwan's Sales Enterprises,
Inc., a Minnesota corporation, on behalf of the corporation.

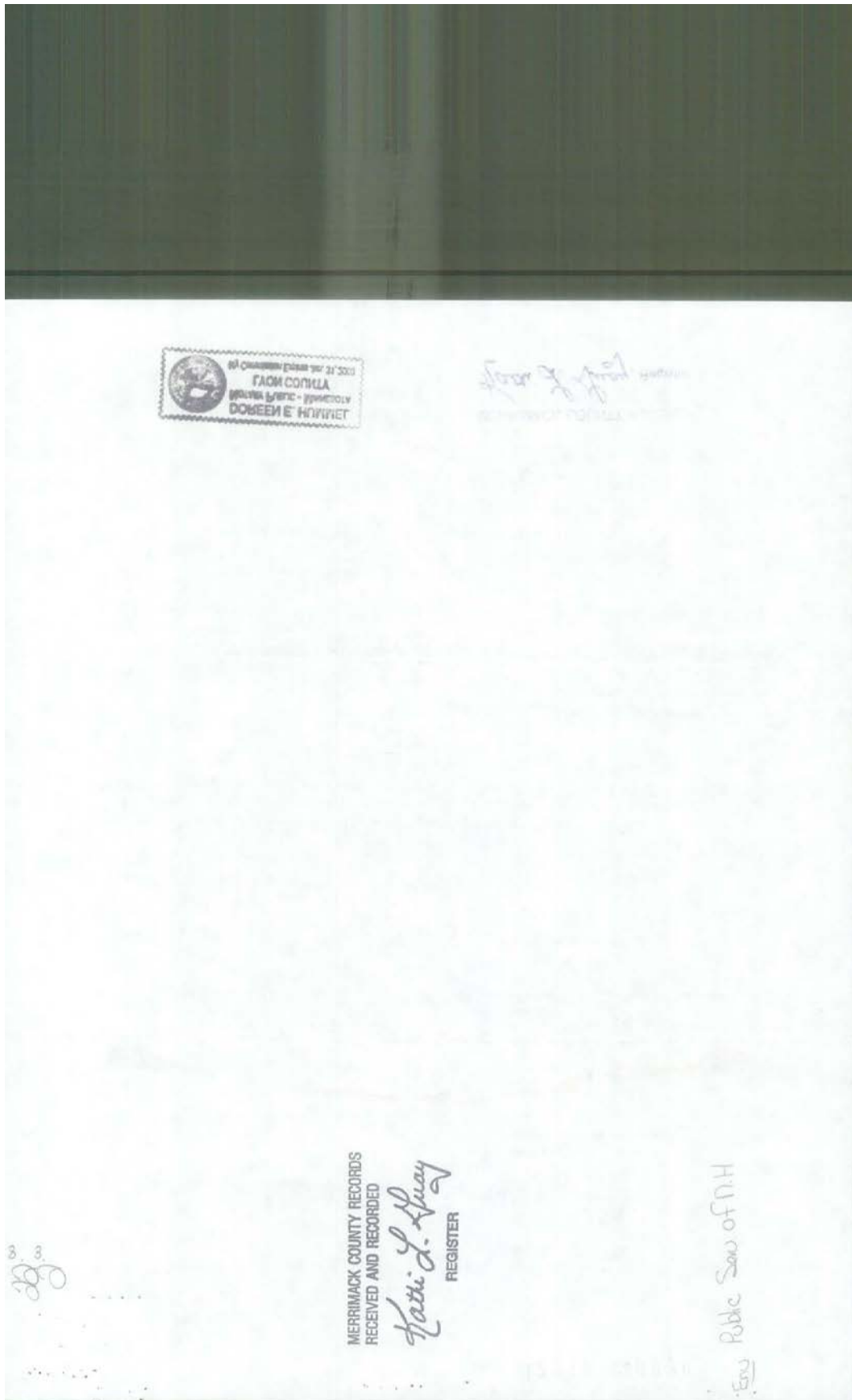
Doreen E. Hummel
Notary Public/Justice of the Peace

My commission expires:



MERRIMACK COUNTY RECORDS

Kathi L. Gray, Register





AGA-562

Return to:
Public Service Company of NH
Attn: C W LeBlanc
P.O. Box 330
Manchester, NH 03105

c/r E-PA-2046

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 24th day of March, 2005 by and between, **Public Service Company of New Hampshire**, a New Hampshire corporation, with a principal place of business at 780 North Commercial Street, Manchester, New Hampshire, 03101 ("PSNH"); **Capital Regional Development Council**, a New Hampshire corporation, having an address at 91 North State Street, Concord New Hampshire ("CRDC") and the **City of Concord**, a New Hampshire Municipal corporation, with an address of 41 Green Street, Concord, New Hampshire, 03301 ("City").

MCRD Book 2765 Page 271

WITNESSETH THAT:

WHEREAS, CRDC is the owner of that certain real property, (the Premises") described in "Exhibit A" attached and incorporated, and;

WHEREAS, CRDC has acquired title to said Premises pursuant to the deed of the City of Concord, dated the 5th day of JANUARY 2005, and recorded in the Merrimack County Registry of Deeds, (the "Deed of Premises") ~~herewith; and;~~ at Book 2739 Page 1699

WHEREAS, the Premises are a portion of the property as shown on a certain plan entitled "Subdivision, Re-Subdivision & Consolidation Plan, Land of Capital Regional Development Council, The

City of Concord & NH Excavation LLC, Chenell Drive, Concord, New Hampshire, County of Merrimack,” recorded in the Merrimack County Registry of Deeds as Plan No. _____ (the “Plan”), and;

WHEREAS, PSNH holds a certain utility easement from the City, dated September 13, 1950, recorded in the Merrimack County Registry of Deeds Book 688, Page 411, (the “Easement”) and;

WHEREAS said Easement consists of an easement with a width of 265 feet, a portion of which affects the Premises, and which is depicted on said Plan (the “Subject Easement Area”), and;

WHEREAS, PSNH has constructed and installed, and maintains structures, and high voltage transmission lines upon and through the Subject Easement Area, and;

WHEREAS the Deed of Premises is conveyed subject to the Easement, and;

WHEREAS recorded with the Deed of Premises, and this Agreement and Consent to Joint Use herewith, are the following instruments:

- i. Deed of Easement, Public Right-of-Way Easement.
- ii. Deed of Easement, Future Widening with Slope Easement Features.
- iii. Temporary Turnaround Easement 1.
- iv. Temporary Turnaround Easement 2.
- v. Drainage Easement #1 with Access.
- vi. Drainage Easement #2 with Access.
- vii. Drainage Easement #3 with Access.
- viii. Drainage Easement #8 with Access.

(which easements are hereinafter referenced as the (“City Easements”), and;

WHEREAS the City Easements include, inter alia, the right to construct and maintain a roadway, underground utilities and detention ponds within or affecting the Subject Easement Area (hereinafter called the “Encroachments”), and;

WHEREAS the Encroachments are between, or might otherwise affect PSNH structures 77 and 78 on transmission line P-145, between PSNH structures 35 and 36 on transmission line V-182 and between PSNH structures 50 and 51 on transmission line #318 as shown on a plan entitled "Plan and Profile Land of Capital Regional Development Council, The City of Concord & NH Excavation LLC, Tax Map 110 Blk. 1 Lot 6, Tax Map 111-G, Lots 15, 53 & 57, Chenell Drive, Concord, New Hampshire, County of Merrimack", revised dated 9/23/04, Sheets PP1 and PP2 and prepared by Burd Engineering of Concord, NH, which is attached hereto and made a part hereof, but not recorded herewith, and;

WHEREAS CRDC and the City, for themselves and their successor and assigns, including the future lot owners of Lot 5, Lot 6, and Lot 7, as shown on said Plan, intend to make improvements on the Premises, including within the Subject Easement Area, as may pertain to the City Easements, and;

WHEREAS the Easement includes limitations against the erection or maintenance of any building and structure within the Subject Easement Area, further including rights of removal to PSNH, all as therein granted and contained, and;

WHEREAS PSNH, CRDC and the City deem it necessary and desirous to cooperate, each with the other in constructing, retaining and maintaining the Encroachments and undertaking development relative thereto, which might affect the Subject Easement Area, while protecting the rights of PSNH in the Easement;

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

1. This Agreement runs with the land, with respect to the Subject Easement Area.

2. PSNH consents to the construction and maintenance of the Encroachments and the use of the Subject Easement Area, by CRDC and the City, for construction, retention and maintenance of the City Easements; such consent is not to be deemed a waiver of any of PSNH's rights under the Easement.

3. The Parties agree to jointly use the Subject Easement Area, subject to the terms and conditions of the Easement, but with and subject to the benefits and conditions of this Agreement.

4. The Parties agree to use best efforts to cooperate in said joint use, which best efforts shall include the provision, each to the other, upon reasonable request consistent with this Agreement, of engineering and surveying plans, maps, drawings, details and specifications, or other information necessary to or helpful in locating, determining or ascertaining the rights of the parties, and the application of this Agreement, as then held or produced by the parties.

5. CRDC and the City, for themselves, their successors and assigns agree and acknowledge that safety precautions are necessary when working under and near PSNH high voltage electric transmission lines, and accessory structures thereto, as might now or in the future run over above or through the Subject Easement Area, such that precautions for safety purposes, and against dangers inherent thereto shall be taken while such work is being done.

6. CRDC and the City for themselves, their successors and assigns agree that prior to commencing construction, or any repair, maintenance or reconstruction of the Encroachments within the Subject Easement Area, and proximate or adjacent to PSNH facilities and equipment thereat or thereon, to provide notification to PSNH thereof. Such notification shall be addressed to the then Supervisor, Civil Engineering, at PSNH, P.O. Box 330, Manchester, New Hampshire, 03015, or by telephone to such Supervisor at (603) 634-3528, or such replacement telephone number as PSNH may from time to time provide. Such notice shall be sufficient if consisting of five (5) business days of provision of such notice,

unless the construction, or any repair, maintenance or reconstruction is of an emergency nature, upon which such reasonable notice as shall be given under the then circumstances.

7. CRDC and the City for themselves, their successors and assigns, agree to use best efforts to construct, repair, replace or maintain the Encroachments in a reasonable manner so as not to interfere with or damage the towers, poles, cables or any other equipment, owned, constructed or maintained by PSNH, within the Subject Easement Area.

8. CRDC and the City for themselves, their successors and assigns agree not to prevent or interfere with PSNH in replacing, repairing, rebuilding, operating, patrolling and removing such towers, poles, cables or other equipment from within the Subject Easement Area, or otherwise preventing PSNH from full and unobstructed access to and along PSNH transmission lines P-145, V-182 and 318, as above referenced.

9. CRDC and the City for themselves, their successors and assigns agree that any such Party that might interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH within the Subject Easement Area shall be liable to PSNH for its reasonable costs incurred, with respect to interference or damages resulting from violations of the terms of this Agreement, with PSNH agreeing that only the Party causing the interference or damage shall be so liable.

10. CRDC and the City, for themselves, their successors and assigns agree that any changes to the Encroachments within the Subject Easement Area, whether during construction or thereafter, or any blasting activities, future construction or change of use within the Subject Easement Area shall not be undertaken without prior written approval of PSNH. Any request for such approval shall be addressed to the then Supervisor, Civil Engineering, as above. PSNH agrees that any request for such approval shall not be unreasonably withheld, and that its response thereto shall be provided within a reasonable time of such request.

11. CRDC and the City, for themselves, their successors and assigns agree not to pile or store snow, construction materials or equipment within the Subject Easement Area, without the prior written consent of PSNH.

12. CRDC and the City, for themselves, their successors and assigns agree not to construct any permanent structures, including storage sheds, within the Subject Easement Area, without the prior express written consent of PSNH.

13. CRDC and the City, for themselves, their successors and assigns agree not to construct or maintain any wells or septic systems, within the Subject Easement Area.

14. CRDC and the City, for themselves, their successors and assigns agree that any drainage lines constructed with respect to Drainage Easement #1, 2, 3 and 8, of the City Easements shall meet or exceed AASHTO H-20 Standards.

15. CRDC and the City, for themselves, their successors and assigns agree that following construction, repair or maintenance of the Encroachments, that all waste material shall be disposed of outside the Subject Easement Area, and that any disturbed area shall be re-graded, re-soiled and re-seeded so as to avoid erosion, and to otherwise employ reasonable erosion control measures, with any such restoration to be in a condition acceptable to PSNH, as it may reasonably determine.

16. CRDC and the City, for themselves, their successors and assigns agree that all construction, repair and maintenance necessary to the Encroachments shall be properly permitted and approved by the City of Concord, the State of New Hampshire or any other authority, if at all, having jurisdiction over such construction, repair and maintenance.

17. Any and all property taxes resulting from the construction and maintenance of the Encroachments shall be the responsibility of CRDC and/or the City, for themselves, their successor and assigns, but only to the extent that any such Party is responsible therefore.

18. CRDC and the City, for themselves and their successors and assigns agree that with respect to the construction and maintenance of the Encroachments, or the violation of any provisions of this Agreement, resulting in any loss, cost, damage, expense and claim in PSNH, the party then responsible shall indemnify, defend and hold PSNH harmless of and from any such claim. The provisions of this paragraph do not apply to any such claim or damage resulting from the acts or omissions of PSNH, or its agents, servants, employees or subcontractors. With respect to any such claim for any loss or damage, PSNH shall provide as soon as is reasonable practical thereafter, notice of such claim to CRDC and/or the City, or their successors and assigns. In no event shall PSNH have any responsibility or obligation to determine which party, as between CRDC and The City, is responsible to indemnify and defend PSNH under this provision; notice given by PSNH to both the City and CRDC shall be sufficient in all cases to invoke this provision. The parties agree that upon turnover to the City by CRDC of any of the Encroachments, or the City Easements, constructed by or for CRDC, CRDC for itself, its successors and assigns shall have no responsibility to PSNH for any such claim, unless CRDC, or its assigns as may be applicable, has caused any damage or loss relative to such claim or claims, by its actions or inactions.

19. Any waiver or consent, whether express or implied, by any party to this Agreement, to any other party to this Agreement, with respect to a breach of any covenant or condition of this Agreement shall not constitute a waiver of or consent to any prior or succeeding breach of any such covenant or condition herein contained.

20. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns, except to the extent as hereinabove limited.. Upon conveyance of Lots 5, 6 or 7, as shown on the Plan, to any third-party, the rights and obligations of CRDC to the portion of the Subject Easement Area, within said lot, shall cease with respect to CRDC, and shall be assumed by and inure to the benefit of said third-party purchaser, and the successors and assigns thereof.


21. This Agreement shall be interpreted in accordance with the laws of the State of New Hampshire, and shall be specifically enforceable by the parties. The Merrimack County Superior Court shall have exclusive jurisdiction to hear any action or determine any matter under this Agreement.

22. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and any amendment thereof shall be in writing and executed by the then applicable parties, to be enforceable.


23. This Agreement and any amendment thereto shall be recorded in the Merrimack County Registry of Deeds.

EXECUTED by the Parties of the day and year first above written.

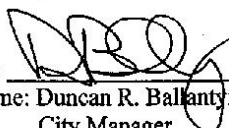
Public Service Company of New Hampshire

By: 
Name: John M. MacDonald
Its: Vice President – Operations
Duly Authorized

Capital Regional Development Council

By: 
Name: William C. Cannon
Its: Vice President
Duly Authorized

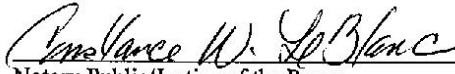
The City of Concord

By: 
Name: Duncan R. Ballantyne
Its: City Manager
Duly Authorized

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2005, by John M. MacDonald, Vice President Operations, Public Service Company of New Hampshire, on behalf of said corporation, for the purposes therein contained, before me,



Notary Public/Justice of the Peace
My Commission Expires:

CONSTANCE W. LEBLANC
NOTARY PUBLIC-N.H.
COMMISSION EXPIRES:
JANUARY 23, 2007

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 24 day of MARCH, 2005, by WILLIAM C. CANNON, being the duly authorized VICE PRESIDENT of Capital Regional Development Council, for the purposes therein contained, before me,

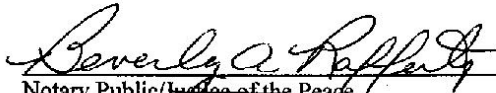

Notary Public/Justice of the Peace
My Commission Expires:

Daniel Scott Blatchford
Notary Public
State of New Hampshire
My Commission Expires
March 24, 2009

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 14th day of MARCH, 2005, by Duncan R. Ballantyne, City Manager of The City of Concord, duly authorized, on behalf of said municipality, for the purposes therein contained, before me,


Notary Public/Justice of the Peace
My Commission Expires: 4-7-09

BEVERLY A. RAFFERTY, Notary Public
My Commission Expires April 7, 2009

Map too large to scan.

See original located in

Legal Files.

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EEA 2006 Existing Line Number: V-182
Mile Sheet Number: 3, 6 ON LINE P-145 PSNH Easement Form Ref ID: 6019 Rev. 1M 4-50-F
Other: _____
Grantor: Keith P. Rogers
Grantee: Public Service Company Of New Hampshire
Town/City & County: Pembroke County: Merrimack
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 265 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: "Said 265' strip shall extend 75' easterly and 190' westerly of a line or extension of a line, described as follows:"

Date of Instrument Execution: 9/6/1950 Book: 688 Page: 258

Joint Use Agreement:

NO (YES/NO)

Doc. Num: _____ Date of Instrument Execution: _____ Book: _____ Page: _____
Brief Description: _____

Reference Document:

NO (YES/NO)

Document(s) Referenced: _____
Additional Comments: _____

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel



NPT Easement Abstract

- Additional Comments: Right to Remove
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

1. **Number of Overhead and Underground Line Limitations:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
____ Wood or Steel Poles
____ ☐ AND/ ☐ OR (check one) Towers
____ ☐ AND/ ☐ OR (check one) Underground
Additional Comments: _____
2. **Voltage and or Limits Classification:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
3. **Height Elevation Limits:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
4. **Wires Only/No Structures:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

If yes see Additional Easement Rights/Limitations below.

7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: _____

Property Comments: _____

Created By (C&C): MLS 7/25/11

Checked By (C&C): GMN 7/29/11

Legal Reviewed By: KB & JV 8/15/11

Approved By (NPT): _____

EAA-2006

KNOW ALL MEN BY THESE PRESENTS

That I, Keith P. Rogers

of Pembroke County of Merrimack

in The State of New Hampshire

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms,

braces, anchors, wires, guys and other equipment over and across a strip of land 265 feet

in width in the town/city of Concord county of Merrimack State of New Hampshire.

Said 265 foot strip shall extend 75 feet easterly and 190 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the southerly boundary line of Grantor's land on the northerly side of the Soucock River, said point of beginning being twenty-seven hundred (2700) feet measured westerly along the northerly bank of said river from its intersection with the Sheep Davis Road; thence running north 19°30' E a distance of three hundred ninety-six (396) feet to a point in the northerly boundary line of Grantor's land at land of the City of Concord.

Being the westerly part of lot #4237 as shown on the Assessors' Map of the City of Concord.

Being a part of the same premises described in deed of Charles E. Thurston to Keith P. Rogers dated March 29, 1933 and recorded in the Merrimack County Registry of Deeds, Book 528 Page 221.

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that ~~they have~~ full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Helen F. ROGERS WIFE OF KEITH P. ROGERS

for the consideration aforesaid, do hereby release to the said Grantee my
right of DOWER in the before-mentioned premises.

WITNESS OUR hands and seal this 6TH day of SEPTEMBER, 1950

In the presence of
Donald E. Sinville
to both

Keith P. Rogers
Mrs. Helen F. Rogers



hand and seal this _____ day of _____ 19____

The State of New Hampshire
MERRIMACK SS.
Sept 6, 1950

KEITH P. ROGERS And
Helen F. ROGERS

personally appeared and acknowledged the foregoing instrument to be THEIR voluntary act and deed.

Before me Donald E. Sinville
Notary Public Justice of the Peace

personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Concord
MERRIMACK COUNTY RECORDS
Received Oct. 26, 9-20 A. M. 1950 Before me.
Recorded Lib. 688 Fol. 258
Examined: Katherine A. Crowley
Register.

Notary Public Justice of the Peace

D. E. SINVILLE

SEPTEMBER 1, 1950

T. L. SKINNER/

PURCHASE OF RIGHT OF WAY

We are enclosing check in the amount of \$400.00, payable to the order of Keith P. Rogers, Pembroke, New Hampshire, covering purchase of right of way on Garvins-Webster Line.

Please obtain deed and forward same to Mr. B. H. Moxon, Engineering Department, Manchester, N. H., for recording purposes, in accordance with Mr. Schiller's letter of September 28, 1948.

TLS/G
Enc.

Thomas L. Skinner

*EAA 2006
to file 4/11/51*

43-8767-500-10

EAA-2006

Title Report

Caption Premises

Tract No. 4237 on Assessors' Map.

Charles E. Thurston
to
Keith P. Rogers

Warranty Deed
Dated March 29, 1933
Recorded April 4, 1933
Book 528, Page 221

Undivided one fourth interest in lands which appear to
include Tract No. 4237 on Assessors' Map of City of Concord.

A. Genie Rogers
to
Keith P. Rogers

Warranty Deed
Dated April 3, 1936
Recorded April 10, 1936
Book 544, Page 214

Undivided one fourth interest in lands which appear to
include Tract No. 4237 on Assessors' Map of City of Concord.

Paul J. Halloran, Executor
Will of Nora F. Halloran
to
Keith P. Rogers

Executor's Deed
Dated Jan. 8, 1946
Recorded Jan. 14, 1946
Book 617, Page 497

Undivided one fourth interest in three tracts which
appear to comprise Tract No. 4237 on Assessors' Map of
City of Concord.

Vera K. Hillman
to
Keith P. Rogers

Warranty Deed
Dated Jan. 8, 1946
Recorded Jan. 14, 1946
Book 623, Page 8

Undivided one fourth interest in three tracts which
appear to comprise Tract No. 4237 on Assessors' Map of
City of Concord.

Status of Title

Period of search: More than 20 years.
Record owner: Keith P. Rogers.
Liens and encumbrances: None.

July 20, 1950.

Frank E. Long
Attorney

Assessors' Map Tract No. 4237.

Description

Three certain tracts of land located on the west side of "Sheep Davis" Road in the City of Concord, further bounded and described as follows:-

Tract #1 begins at the southeast corner of land by me conveyed by deed of even date to the City of Concord; thence southerly by a line which is the continuation of the easterly line of the land conveyed to the said City of Concord about 40 rods to the Soucook River; thence down said river about 14 rods to a red oak tree spotted; thence northerly about 46 rods to the southwest corner of the land by me conveyed to the City of Concord by deed of even date herewith; thence easterly by said City of Concord land about 12 rods to the first described bound, containing about 3 acres 57 sq. rods; being a part of the same land described in deed of Moses Hoyt to Joseph Knox by deed dated March 26, 1827, recorded in Merrimack County Registry of Deeds, Lib. 10, Fol. 448.

Tract #2 contains 2 acres, more or less, bounded as follows: Beginning at the southwesterly corner of Charles Walker land at a white oak tree by Soucook River; thence north by said Walker land 34 rods to stake and stones; thence N 78° W 12 rods and 13 links to said Knox land; thence south by said Knox land about 40 rods to said River; thence up said River to bounds first mentioned. As described in deed of Daniel Moore to Joseph Knox, dated August 22, 1828, recorded in Book 15, Page 492.

Tract #3 begins at a pine tree marked, standing on the west side of the road leading from Pembroke to Loudon; thence S 87° W 11 rods to white oak tree spotted; thence S 48° W 8 rods to a hemlock tree spotted; thence S 52° W 11 rods and 21 links to a tree spotted; thence S 56° W 6 rods to a yellow oak tree spotted; thence S 45° W 4 rods to a pine spotted; thence S 60° W 2 rods and 12 links to a pine tree; thence S 85° W 13 rods to land owned by said Joseph Knox; thence S 21 rods to a white oak tree marked, standing on the bank of the Soucook River; thence northeasterly by said river following the course thereof about 100 rods to a chestnut stake standing on the bank of said River near the bridge; thence N 1° W by the road 44 rods to the bound first mentioned; containing 6 acres and 56 rods. As described in deed of Hiram Kimball to Joseph Knox, dated September 24, 1833, recorded in Book 34, Page 322.

The foregoing descriptions were taken from the deeds listed under Caption Premises.

*Attorney Client Communication
Privileged and Confidential*



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EEA 2106 Existing Line Number: V-182
 Mile Sheet Number: 3 & 5 ON LINE P-145 PSNH Easement Form Ref ID: 6019 Rev. 1M 4-50-F
 Other: _____
 Grantor: Laurence F. Whittemore
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: Pembroke County: Merrimack
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
☒ A. Constant Width 265 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: Said 265 foot strip shall extend 75 feet easterly and 190 feet westerly of a line or extension of a line, described as follows:

Date of Instrument Execution: 12/2/1950 Book: 693 Page: 31

Joint Use Agreement:

NO (YES/NO)

Doc. Num: _____ Date of Instrument Execution: _____ Book: _____ Page: _____
 Brief Description: _____

Reference Document:

YES (YES/NO)

Document(s) Referenced: EEA 2105

Additional Comments: For Correspondence

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel



NPT Easement Abstract

- Additional Comments: Right to Remove
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

1. **Number of Overhead and Underground Line Limitations:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
____ Wood or Steel Poles
____ ☐ AND/ ☐ OR (check one) Towers
____ ☐ AND/ ☐ OR (check one) Underground
Additional Comments: _____
2. **Voltage and or Limits Classification:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
3. **Height Elevation Limits:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
4. **Wires Only/No Structures:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

If yes see Additional Easement Rights/Limitations below.

7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: _____

Property Comments: _____

Created By (C&C): MLS 7/25/11

Checked By (C&C): GMN 7/29/11

Legal Reviewed By: KB & JV 8/16/11

Approved By (NPT): _____

EAA-2106

*For correspondence
See EAA-2105*

KNOW ALL MEN BY THESE PRESENTS

That I, Laurence F. Whittemore

of Pembroke County of Merrimack

in The State of New Hampshire.

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms,

braces, anchors, wires, guys and other equipment over and across a strip of land 265 feet

in width in the ^{town} Pembroke county of Merrimack State of New Hampshire.

Said 265 foot strip shall extend 75 feet easterly and 190 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the easterly boundary line of Grantor's land at land of Laurence and Edith Whittemore, said point of beginning being four hundred seventy-four (474) feet measured northerly along said boundary line from the southeast corner of Grantor's land marked by a stone marked "M"; thence running north 19°30' E a distance of ten hundred thirty-eight (1038) feet to the Soucook River.

Being a part of the same premises described in deed of William Barber et al to Laurence F. Whittemore dated May 23, 1944 and recorded in the Merrimack County Registry of Deeds, Book 606 Page 434

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that he has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Evelyn F. WHITEMORE WIFE OF LAURENCE F. WHITEMORE

for the consideration aforesaid, do hereby release to the said Grantee MY right of DOWER in the before-mentioned premises.

WITNESS OUR hands and seal this 2nd day of December 1950

In the presence of
Donald E. Linville
to both

Laurence F. Whittemore
Evelyn F. Whittemore

W 50c 50c hand and seal this _____ day of _____ 19____

The State of New Hampshire
MERRIMACK SS.
December 2, 1950

LAURENCE F. WHITEMORE and
EVELYN F. WHITEMORE

personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me, Donald E. Linville
Notary Public Justice of the Peace

personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me, _____
Notary Public Justice of the Peace

Pembroke
MERRIMACK COUNTY RECORDS
Received Dec. 29, 2-55 P. M. 1950
Recorded Lib. 693 Fol. 31
Examined: Katharine A. Crowley
Register.

FAA-2106

Title Report

Caption Premises

William Barber
Lena Barber
to
Lawrence F. Whittemore

Warranty Deed
Dated May 23, 1944
Recorded June 7, 1944
Book 606, Page 434

A certain tract of land situated in Pembroke, containing about 2 $\frac{1}{4}$ acres and 130 rods more or less, bounded as follows:

Beginning at a large oak tree (or the stump of the same) near Soucook River by land of Samuel E. Moore; thence - 17° W about 86 rods by said Samuel E. Moore land to corner of Hugh T. Warren; thence S 71° W on the same point that Rumford line runs 38 $\frac{1}{2}$ rods by said Warren's land to stake by land of said Warren; thence N 17° E about 136 rods by the said Warren's land to a pine tree by said river; thence up said river to bound begun at.

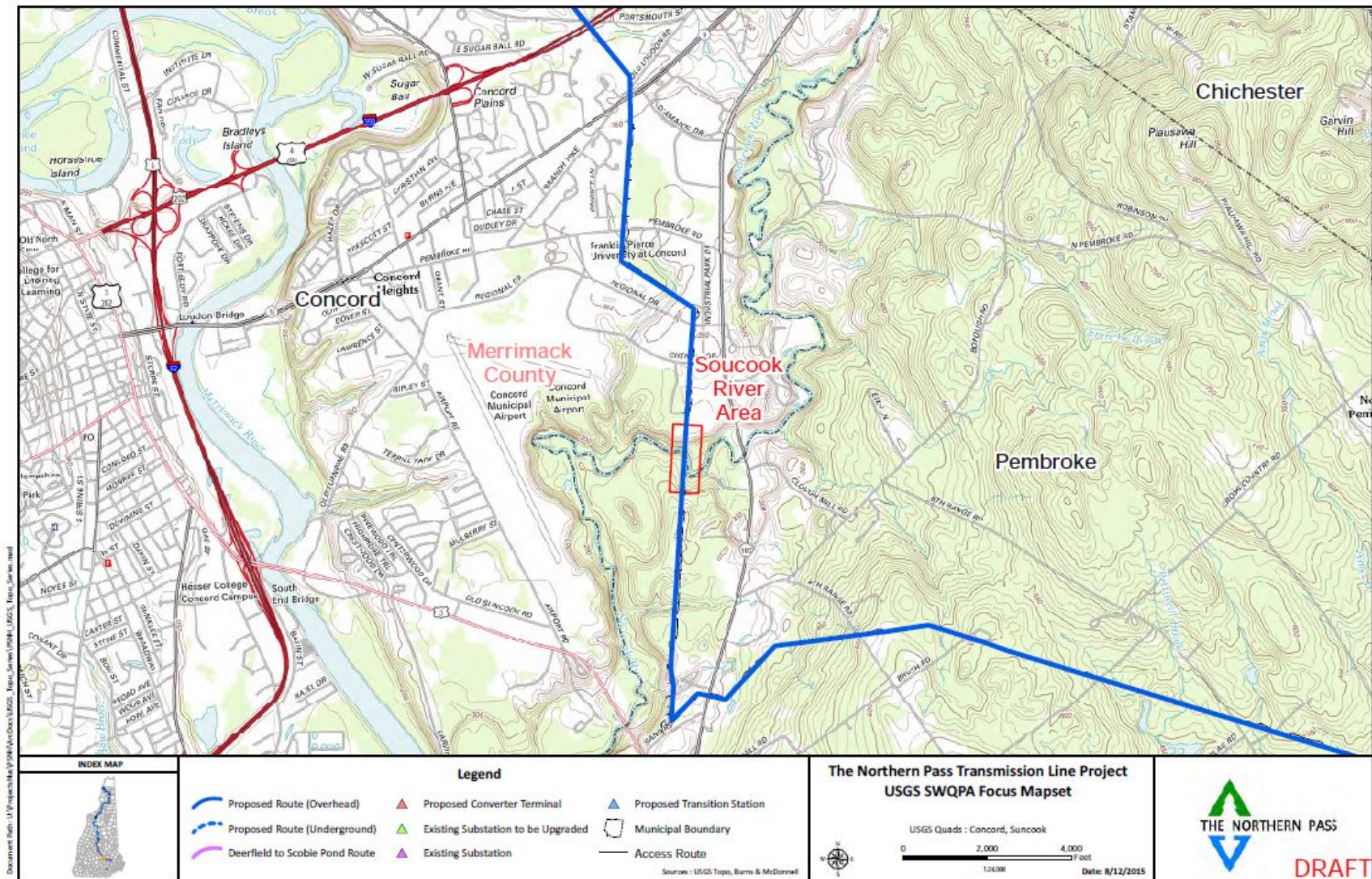
Status of Title

Period of search: More than 20 years.
Record owner: Lawrence F. Whittemore.
Liens and encumbrances: None.

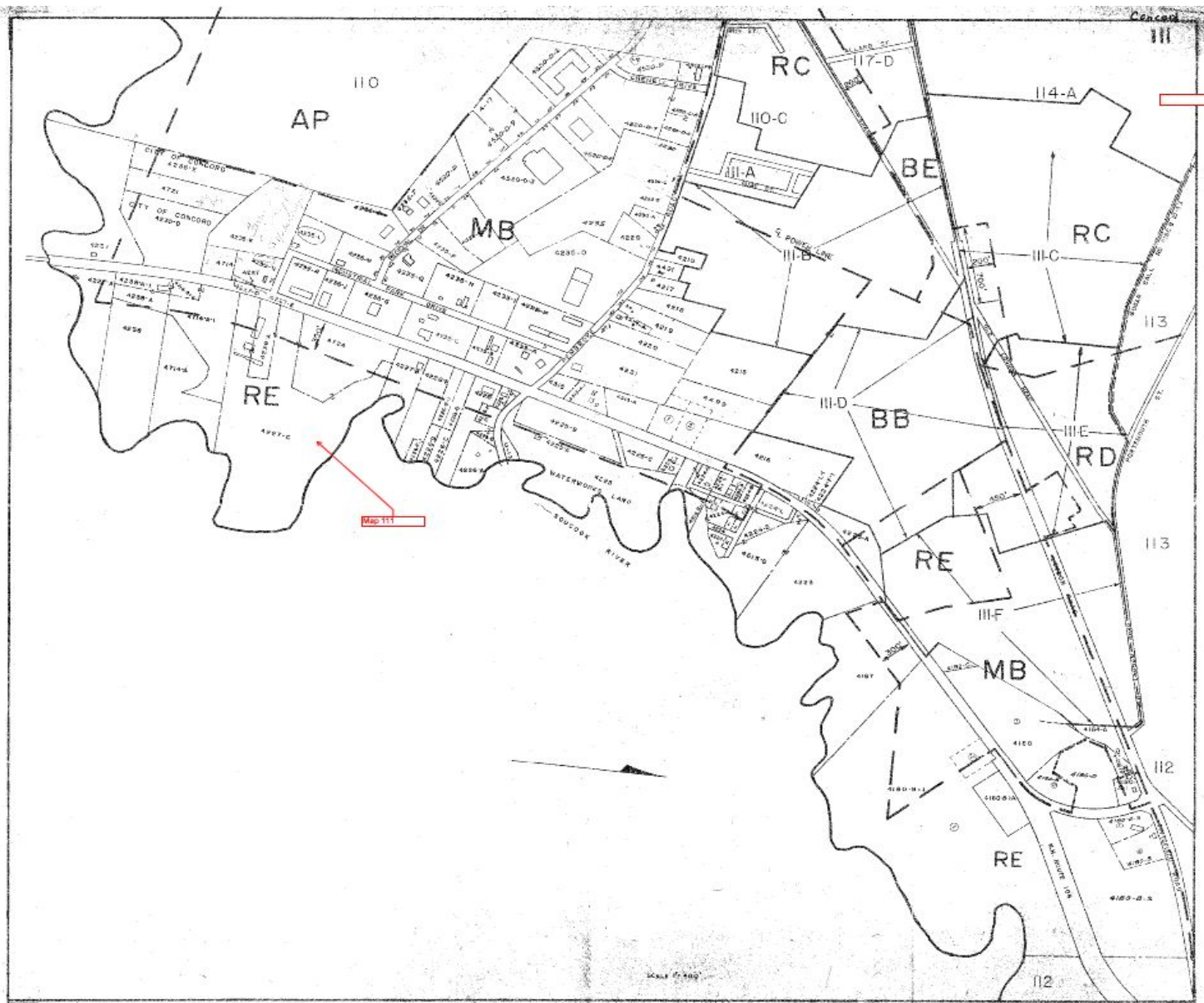
Frank E. George
Attorney

July 26, 1950

■ Appendix C USGS Locus Maps



■ Appendix D NH Tax Maps



■ Appendix E Representative Photos



Photo 1. The NPT line crosses the Soucook River at the border of Concord and Pembroke, NH as part of the Overhead Line (S1).



Photo 2. Construction impacts to the Soucook River in Concord, NH will include temporary impacts from construction pads north of the river as pictured.

■ Appendix F NHB Report and Correspondence



NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

PO Box 1 856 -- 1 72 PEMBROKE ROAD, CONCORD, NH 03302-1 856

(603) 271 -221 4

To: William McCloy, Normandeau Associates, Inc.

From: Melissa Coppola, Environmental Information Specialist

Date: March 30, 2015

Subject: Northern Pass Database Request (NHB15-0611)

This memo is to confirm that Normandeau Associates have coordinated with the NH Natural Heritage Bureau (NHB) regarding information on known locations of rare species and exemplary natural communities for the Northern Pass project.

Due to the size and scope of the project, NHB is not providing a typical NHB review memo for permitting. Instead, this memo summarizes information provided by NHB to date, and notes that specific recommendations should be developed after project plans are close to being finalized:

- Normandeau was provided with digital data for the project under a data-sharing agreement dated 1/16/15 (397 digital NHB records). This is the sixth data-sharing agreement Normandeau has requested for this project: others were provided in 2010, 2011, 2012, 2013, and 2014 for project planning and ecological impact studies. NHB has also reviewed work plans associated with plant and community survey methodology on several occasions, including a meeting on 6/18/10.
- At the request of NHB, Normandeau consultants have conducted rare plant and natural community surveys within the proposed project area. If the project area extends to new locations, or new concerns are identified, additional surveys may be requested.
- As the project progresses and impacts areas are further clarified, Normandeau should set up a meeting with NHB staff to discuss avoiding and minimizing impacts to rare plant species and exemplary natural communities.



New Hampshire Natural Heritage Bureau

DRED - Division of Forests & Lands
172 Pembroke Road, Concord, NH 03301
(603) 271-2214

To: Lee Carbonneau, Normandeau Associates, Inc.
From: Amy Lamb, Ecological Information Specialist
Date: October 5, 2015
Subject: Northern Pass Pre-Application Meeting Summary (NHB15-0611)

On March 30, 2015, Melissa Coppola issued a NH Natural Heritage Bureau (NHB) memo (NHB15-0611) to Normandeau Associates, Inc. that listed Threatened and Endangered species populations that will potentially be impacted by the proposed Northern Pass project. Since that date, NHB and Normandeau have met on several occasions to discuss project impacts, avoidance and minimization measures, route changes, and the remaining survey work to be completed.

This memo summarizes the most recent pre-application meeting, which took place on October 1, 2015. This meeting was held in order to review current rare plant and natural community information, refine avoidance and minimization measures, and determine additional steps to be taken in preparation for permit application submittal at the end of October, 2015.

The meeting resulted in the following determinations regarding data and documentation:

- NHB last provided digital data to Normandeau in February of 2015, and will continue to provide any new data (i.e., new plant surveys within the project area) as they become available.
- Normandeau will provide the final reports on Vegetation and Threatened and Endangered species to NHB upon completion.
- Normandeau will provide NHB a table summarizing the anticipated impacts to all rare plants and exemplary natural communities within the selected corridor. This table will distinguish between the different types of impacts and their resulting (long-term) effects on rare plants and exemplary natural communities.

- Any reports that are filed as publicly available information will not contain specific locations of rare plants; this information will be restricted to an appendix and treated as confidential, and will be removed from publicly available reports.
- The rare plant avoidance and minimization measures that the applicant has proposed were developed in consultation with NHB. NHB will provide additional species-specific avoidance and minimization guidance during the permit review period. This will consist of a table with prioritized actions for each species.
- As any new areas for access, staging, etc. become known, Normandeau (or any subsequent contractor) will conduct rare plant surveys in the areas and provide the results to NHB.
- Normandeau identified Lee Carbonneau as the point person for future Natural Heritage communications, and the NHB point person will be Amy Lamb.

The meeting also resulted in the determination of several measures to avoid and minimize impacts to Natural Heritage resources during construction:

- Meetings will be held among contractors, environmental monitors, and inspectors, prior to contractors working in or near areas where listed plants are located, that will include making contractors aware of sensitive areas and the appropriate best management practices for each area.
- Plans that are provided to contractors will contain a color-coded bar indicating the extent of a sensitive area; no further information will be revealed on such plans.
- Normandeau (or any subsequent contractor) will have "Sensitive Area" signs installed around rare plant populations and exemplary natural communities to alert work crews to their presence.
- It was agreed that it is critical that environmental monitors have the power and authority to stop work immediately if they become aware that any action will violate agreed-upon BMPs.
- NHB will make a recommendation to NHDES regarding qualifications of Environmental Monitors, to be included as a permit condition.

NHB and Normandeau will continue to communicate as the project progresses, in particular as any route changes or new impacts to rare plants become known.

Northern Pass has coordinated with the NH Natural Heritage Bureau (NH NHB) since 2010 to obtain information on known locations of rare species and exemplary natural communities within a half mile of the Northern Pass Project. Normandeau was provided with a digital data set for known locations. Based on the information provided by NH NHB and additional desktop research, Normandeau Associates prepared and implemented a work plan for field surveys for rare plant and natural community surveys. This work plan was approved by the NH NHB.

Within a half mile of the Protected Shoreland of the Soucook River in Pembroke, NH there are eighteen element occurrences identified by NH NHB. South of the river, NH NHB identified the S2 Wild Lupine (*Lupinus perennis*), the S1 Licorice Goldenrod (*Solidago odora*), the smooth green snake (*Opheodrys vernalis*), the S1 Karner Blue butterfly (*Lycaeides Melissa samuelis*), the S1 Wild Indigo Duskywing (*Erynnis baptisiae*), the S1 Eastern Hognose snake (*Heterodon platirhinos*) (three records), the S2 Barrens Xylotype (*Xylotype capax*), the SU Carolotta's Tiger Moth (*Apantesis Carlotta*), the S1 Hollow Joe-Pyeweed (*Eutrochium fistulosum*), the S1S2 Pitch-Pine Scrub Oak Woodland natural community, and the S3 Wood Turtle (*Glyptemys insculpta*). North of the Soucook, NHB identified five occurrences within a half mile of the Protected Shoreland buffer in Concord. NHB identified the S1 Butterfly Milkweed (*Asclepias tuberosa*), the S1S2 Barrens Itame (*Speranza exonerata*), the Brook Floater (*Alasmidonta varicosa*), the Red Threeawn (*Aristida longespica*), and S3 American Eel (*Anguilla rostrata*).

Northern Pass is working with the U.S. Fish and Wildlife Service, NH Fish and Game Department, and the NH NHB to address all concerns regarding endangered and threatened species and exemplary natural communities.

■ Appendix G

Certified Mail Notifications and Receipts

N/A for abutters (Waiver for public utility lines exempt per RSA-483-B:5-b, IV (A))

Via Certified Mail

October 14, 2015

Town of Concord
37 Green Street
Concord, NH 03301

Re: Shoreland Permit Application – The Northern Pass Project

Dear Sir or Madam:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,



Lee Carbonneau
Normandeau Associates, Inc.
As agent for Northern Pass Transmission, LLC.