



Via Certified Mail

October 14, 2015

Lamprey River Advisory Committee
Richard Snow, Chair
P.O. Box 10037
Candia, NH 03040-0037

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Snow:

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,

A handwritten signature in cursive script that reads "Lee E. Carbonneau".

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



Via Certified Mail

October 14, 2015

Town of Deerfield
8 Raymond Road
Deerfield, NH 03037

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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.

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

**Shoreland Permit Application
Northern Pass
Lamprey River, Deerfield, 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



Lamprey 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: Mountain Road,	TOWN/CITY: Deerfield	STATE: NH	ZIPCODE: 03037
WATERBODY NAME: Lamprey River	TAX MAP: 210	LOT NUMBER: 53	
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:			
<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> 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			
<input type="checkbox"/> This shoreland permit application includes a request for a waiver of the following minimum standard(s)			
5. PROJECT DESCRIPTION			
Total Square feet of impact 5,154 Total square feet of new impervious area 68			

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 Deerfield Project area includes one Shoreland location along the Lamprey River. Work in the Shoreland includes installation of one monopole structure; and relocation of one existing monopole, from one shoreland location to another, as shown in the project plans. One temporary work pad will be established, and this work area will be restored after construction. In addition, 5,478 square feet of tree trimming is planned along the edge of the existing ROW.**

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: 370-372 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 :437 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. = 5,154 (A) Square Feet

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

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: Lamprey River) 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 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: _____
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: _____

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>0</u> FT ²	<u>68</u> FT ²
ACCESSORY STRUCTURES All other impervious surfaces excluding lawn furniture, well heads, and fences.	<u>Existing roads</u>	<u>5,130</u> FT ²	<u>5,191</u> FT ²
	_____	_____ FT ²	_____ FT ²
Common accessory structures	_____	_____ 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.

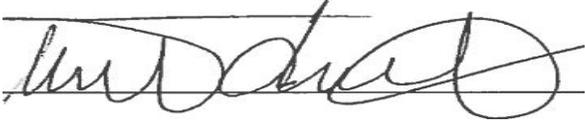
include, but are not limited to: driveways, walkways, patios and sheds.	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
TOTAL:		(A) <u>5,130</u>FT²	(B) <u>5,259</u> FT²
Area of the lot located within 250 ft of reference line:			(C) <u>108,076</u>FT²
Percentage of lot covered by pre-construction impervious area within 250 ft of the reference line: [divide (a) by (c) x 100]			(D) <u>4.75</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>4.87</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) <u>0*</u>
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 Lamprey River, Deerfield, NH 10/8/2015</u>
SIGNATURE: 	DATE: 10/13/2015

***Unaltered State-**

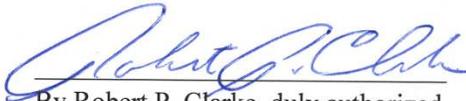
Vegetation in a public utility right-of-way must be maintained/ mowed regularly for safety and operational purposes. There will generally be little or no land in an unaltered state within an active transmission corridor, and therefore no calculations for this metric were performed. Furthermore, RSA 483-B:9 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 Lamprey River in Deerfield, NH at one location.

The Project seeks to take advantage of existing transmission and road ROW in order to minimize environmental and other impacts. There are areas within the existing ROW where vegetation is greater than 20 feet tall, or tree branches have extended into the cleared ROW. This vegetation must be cut or trimmed for construction and line clearance reasons. There are also 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.

Unless there is clearance or other safety issues, the proposed temporary access roads will follow existing access roads or ATV paths currently in the ROW, and will cross wetlands and small streams at their current locations. On average, temporary access roads will be about 16 feet in width at the surface, but may be up to 20 feet wide at the base, if temporary grading or fill is needed. Access roads in upland areas are proposed to remain in use until the end of project construction. Construction work pads may require grading and/or gravel fill so they provide a level surface for construction equipment, such as cranes. Construction pads will be restored and revegetated after construction.

The Project proposes to use lattice steel, tubular steel monopole and tubular steel H-Frame (AC line) structures. These structures will range in height from roughly 50 to 155 feet. Average heights vary from approximately 80 to 130 feet. The lattice steel configuration will have an approximate base dimension of 30 feet by 30 feet, tapering to a six foot by five foot column half way up the structure. Lattice structures will be anchored to four concrete foundations at the corners of the base, approximately three to five feet in diameter. The existing monopole structure will be relocated in the shoreland, and the new structure may be similar or slightly larger/taller than the existing structure it replaces. This replacement structure may be directly embedded or anchored to a foundation, depending on site conditions. 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 Lamprey River

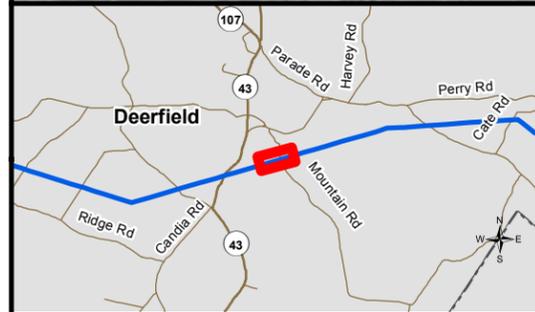
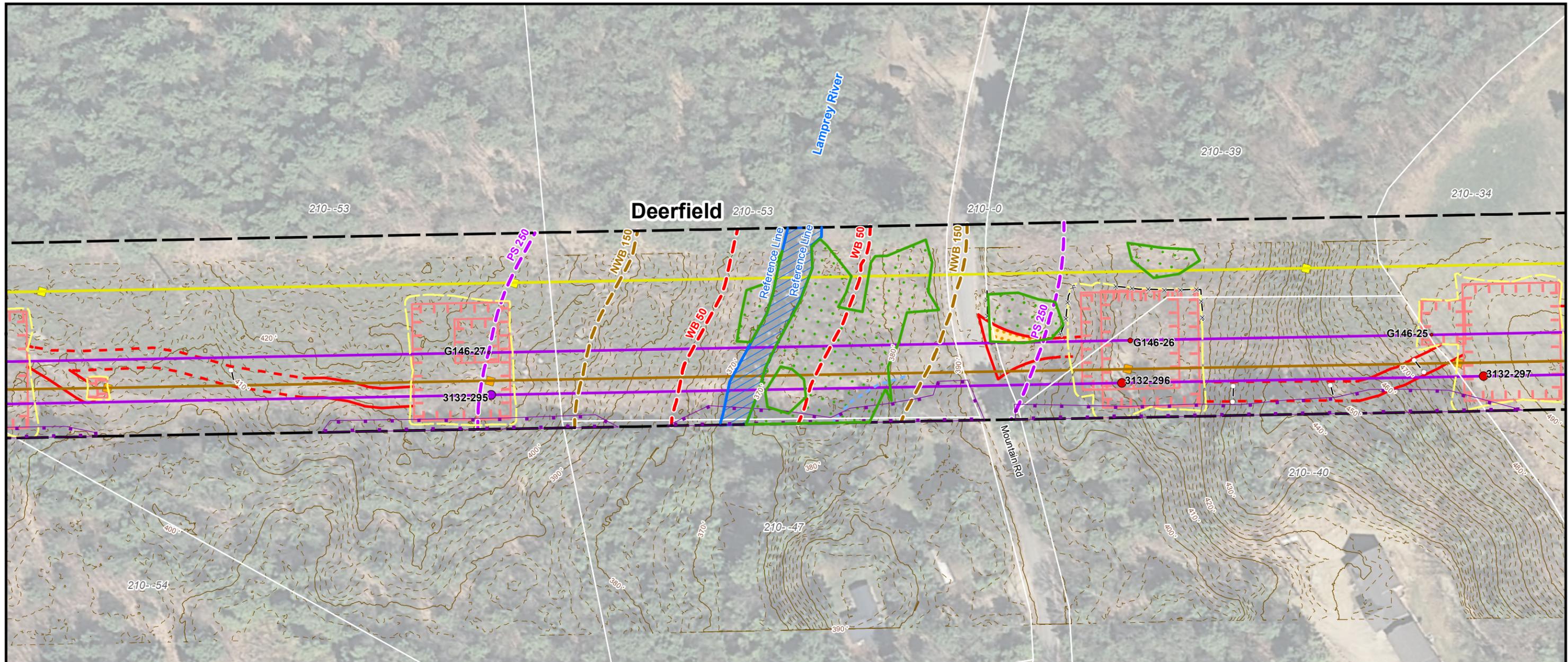
The Lamprey River is part of the S1 overhead line portion of the Project. The Lamprey River at this Shoreland crossing is classified as a fourth order River (R2RB1/2) with a bedrock and rubble bottom and has a maximum width of approximately 20 feet. JCR Construction Co. owns the 4.66 acre parcel through which the Lamprey River flows, and the protected shoreland also includes town-owned Mountain Road, and a portion of the 6.6 acre parcel owned by Edward J.

Brigati Jr. Land in the vicinity of the crossing is right-of-way bordered by residential homes and mixed forest.

Minor permanent impacts will occur at this site from the placement of one monopole structure within the protected shoreland as well as the relocation of one existing monopole as shown in the project plans (Attachment A). Additionally, temporary impacts at the site will result from the placement of one construction pad west of the river. The edge of the ROW requires some trimming, and approximately 5,478 square feet of tree clearing/trimming is planned along the southern edge of the ROW. Tree stumps will be left in place except where structure excavation is needed, and shrub and herbaceous vegetation will be left undisturbed wherever possible. The Natural Heritage Bureau identified one element occurrence within a half mile of the Protected Shoreland at this site, the state ranked S1, state endangered, *Emydoidea blandingii* (Blanding’s Turtle). As habitat in the project area is suitable for Blanding’s turtles, the Project has consulted with NH Fish and Game to develop BMPs and will employ environmental monitors to insure that impacts to turtles do not occur during construction activities. No long-term effects on Blanding’s turtles or their habitat are expected.

Deerfield Lamprey 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.	5,086 sq. ft. Construction pad, removal of 1 monopole	5,086 sq. ft. Construction pad, removal of 1 monopole
Permanent Impacts	0 sq. ft.	0 sq. ft.	68 sq. ft. 1 monopole structure	68 sq. ft. 1 monopole structure
Pre-Construction Impervious Surface Area	0 sq. ft.	882 sq. ft.	4,248 sq. ft.	5,130 sq. ft.
Post-Construction Impervious Surface Area	0 sq. ft.	882 sq. ft.	4,309 sq. ft.	5,191 sq. ft.

■ Appendix A
Plans



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

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

USGS 10' Contour
USGS 2' Contour

1 inch equals 100 feet when printed at 11" x 17"

0 25 50 100 Feet

NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.) Clearing in Upland	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
		Temporary	Permanent	Pre-Construction	Post-Construction
Waterfront Buffer (50')	726	0	0	0	0
Natural Woodland Buffer (150')	1,084	0	0	882	882
Protected Shoreland (250')	3,668	5,086	68	4,248	4,309
Total	5,478	5,086	68	5,130	5,191
<i>May not sum to total due to rounding</i>					
THE NORTHERN PASS PROPOSED ROUTE				Lamprey River	
Date: 10/8/2015	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: EAA 2769 Existing Line Number: G-146
 Mile Sheet Number: 3&4 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
 Other: _____
 Grantor: Albert H. Burt And Cynthia H. Burt
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: Deerfield County: Rockingham
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
 A. Constant Width 100 Ft
 B. Metes & Bounds
 C. Other
 Additional Comments: "...over and across 3 strips of land..."
 Date of Instrument Execution: 12/10/1953 Book: 1305 Page: 493

Joint Use Agreement: YES (YES/NO)

Doc. Num: AGA 9 Date of Instrument Execution: 6/12/1987 Book: 2691 Page: 1956
 Brief Description: For a Driveway; See 4784; Discrepancy in location of driveway as noted in 4784 & 2769

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 4784
 Additional Comments: AGA 9 Cross References EAA 4784

Applicable Rights:

1. **Overhead Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
3. **Communication Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
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: Not Expressly Stated



NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: See AGA 9
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 Prohibited, 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: "...by such means as the Grantee may select..."
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: _____
6. **Reserved Grantor Rights:** Yes No N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.



NPT Easement Abstract

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

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: See AGA 9, also see EAA4784 which is C/r by AGA 9

Property Comments: _____

Created By (C&C): WFR 7/22/2010

Checked By (C&C): HOG 09/21/2010

Legal Reviewed By: DJC 10/28/2010

Approved By (NPT): _____

1305 494

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 We, Albert H. Burt and Cynthia H. Burt, husband and wife,

for the consideration aforesaid, do hereby release to the said Grantee our respective right of curtesy and dower in the before-mentioned premises.

WITNESS our hand and seal this 10th day of December 1953

In the presence of
David Deans Jr
To both

Albert H Burt
Cynthia H Burt

WITNESS _____ hand and seal this _____ day of _____ 19____



Albert H Burt
Cynthia H Burt
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.
David Deans Jr
Notary Public Justice of the Peace

_____ 66.

_____ 19____

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

~~Notary Public Justice of the Peace~~

ROCKINGHAM RECORDS
Received Jan 14 10 AM 1954
Recorded Vol. 1305 Page 493
Examined _____

John W. Deans Registrar

Received and recorded Jan. 14, 10 A.M., 1954

DAVID DEANS, JR.

DECEMBER 8, 1953

J. A. ELMGREN

PURCHASES OF RIGHTS OF WAY

We are enclosing checks covering easements on the Schiller-Garvins Line as follows:

Albert H. Burt
and
Cynthia H. Burt
Deerfield, N. H.

\$730.00

✓ EAA-2769

John E. Elliott
Madbury, N. H.

400.00

✓ EAA-2763

W. H. Elliott & Sons Co.
John E. Elliott, President
Madbury, N. H.

600.00

✓ EAA-2783

Alphonse Gingras
Dover, N. H.

25.00

✓ EAA-2779

~~George E. Jacques and Co.
Dover, N. H.~~

~~117.00~~

~~paid 3/14/54
John O. Deane~~

Lola G. Johnston
Deerfield, N. H.
and
Manchester Savings Bank
Manchester, N. H.

400.00

✓ EAA-2790

Virginia C. McNeil
and
Robert N. McNeil, Jr.
Dover, N. H.

100.00

✓ EAA-2784

Roy E. Smith
and
Grace I. Smith
Milton, Mass.

225.00

✓ EAA-2789

Willis P. Tuttle
Lee, N. H.

100.00

✓ EAA-2777

Richard Warren
Barrington, N. H.
and
Merchants Savings Bank
Dover, N. H.

125.00

✓ EAA-2788

01-9761-502

DAVID DEANS, JR.

DECEMBER 8, 1953

J. A. ELMGREN

PURCHASES OF RIGHTS OF WAY

- 2 -

Please obtain easements on these transactions,
and forward them to B. H. Moxon for recording purposes.

JAE/W
Encs.

J. A. Elmgren

✓ deed to files 1/21/54
✓ " " 1/25/54

2769

*Albert H. & Cynthia H. Burttt
Deerfield*

Title Report

Book 1227
Page 159

CAPTION PREMISES

Ernest J. Blanchette
Alice K. Blanchette
to
Albert H. Burttt
Cynthia H. Burttt
(of Norwood, Mass.)

Warranty Deed
Dated Oct. 30, 1951
Rec'd Oct. 30, 1951

CONVEYS certain tracts of land, with the buildings thereon, containing 70 acres, more or less, situate in Deerfield and bounded and described as follows:

A certain parcel of land, with the buildings thereon in Deerfield and lying on the easterly side of the highway leading from Deerfield Center to Deerfield Parade, bounded on the south, east and north by land of Fred N. French; west by the highway above mentioned to land of Charles Corbin; thence by said Corbin land to highway; thence to place of beginning.

A tract of pasture land lying on the east of said highway and bounded by land of Fred N. French, heirs of Charles French, the Mountain Road, so-called, land formerly known as Hanscow Field, land of W. A. Brown at Mill, Lamprey River, to first mentioned highway; thence on said highway and land of Daniel M. Stevens and said highway to place of beginning.

Another tract of land, with the buildings thereon, lying on the westerly side of the first mentioned highway and bounded by land of Mary A. Knowlton, Fred N. French, Isa A. Pulsifer, the late Albert H. Rand, and Daniel M. Stevens to the first mentioned highway; thence to place of beginning.

STATUS OF TITLE

Record Owners: Albert H. Burttt and
Cynthia H. Burttt

Encumbrances: None.

Fred E. Souce
Attorney

November 17, 1953.

C/R EAA-4784

AGA-9

AGREEMENT made this 12th day of June, 1987 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 RUSSELL E. BURTT, with a mailing address of 12 North Road, Deerfield, New Hampshire, 03037 (hereinafter called Burt);

JUL 13 10 05 AM '87

45517

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

WITNESSETH THAT

WHEREAS, PSNH acquired a 200 foot easement by deed of Edith A. Harvey, dated July 15, 1926 and recorded in the Rockingham County Registry of Deeds, Book 811, Page 306 (hereinafter called the Easement), which is essential to its operations in the Deerfield area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Burt is the fee owner of property located off Deerfield Center Road in Deerfield, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Burt wishes to construct and maintain a driveway (hereinafter called the Driveway) not to exceed twelve (12) feet in width within a portion of the Easement and crossing the Easement at approximately a twenty (20) degree angle, between PSNH structures 38 and 39 on transmission line #O-161, as shown on a plan entitled "Burt Encroachment, Deerfield, N.H.", dated May 13, 1987 and drawn by PSNH Engineering Division (hereinafter called the Plan), which is attached hereto and made a part hereof, but not recorded herewith;

WHEREAS, PSNH desires to cooperate with Burt in the construction and maintenance of the Driveway, and Burt 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.
- (2) PSNH consents to the construction and maintenance of the Driveway and the use of a portion of the Easement by Burt 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.

BK2691 P1957

(3) Burttt 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) Burttt 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) Burttt agrees to provide notification to PSNH prior to beginning construction and maintenance of the Driveway adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to David J. Hickey, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(6) Burttt agrees to use his best efforts to construct and maintain the Driveway 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 #O-161. Burttt further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of his construction and maintenance activities within the Easement.

(7) Burttt 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 David J. Hickey, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(8) Burttt agrees that following construction and maintenance of the Driveway 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.

(9) Burttt 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.

(10) Burttt agrees to indemnify and save harmless PSNH from and against any and all loss, cost, damage and expense, and against any and all suits for property damage, personal injury or death arising out of the use of the rights granted herein.

(11) 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.

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

(13) The Agreement shall be interpreted in accordance with the statutory and decisional law of the State of New Hampshire.

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

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Christine C. Cushing
Witness

By: D. Pierre G. Cameron, Jr.
D. Pierre G. Cameron, Jr.
Vice President and General Counsel
Duly Authorized



Ruth S. Lomborn
Witness

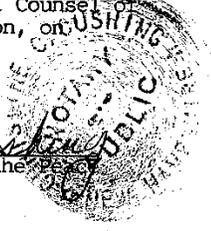
Russell E. Burttt
Russell E. Burttt

- 4 -

BK2691 P1959

State of New Hampshire
County of Hillsborough

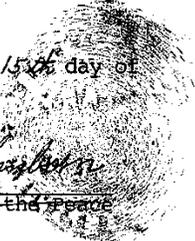
The foregoing instrument was acknowledged before me this 12th day of June, 1987 by D. Pierre G. Cameron, Jr., Vice President and General Counsel of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

Christine C. Bushong
Notary Public/Justice of the Peace


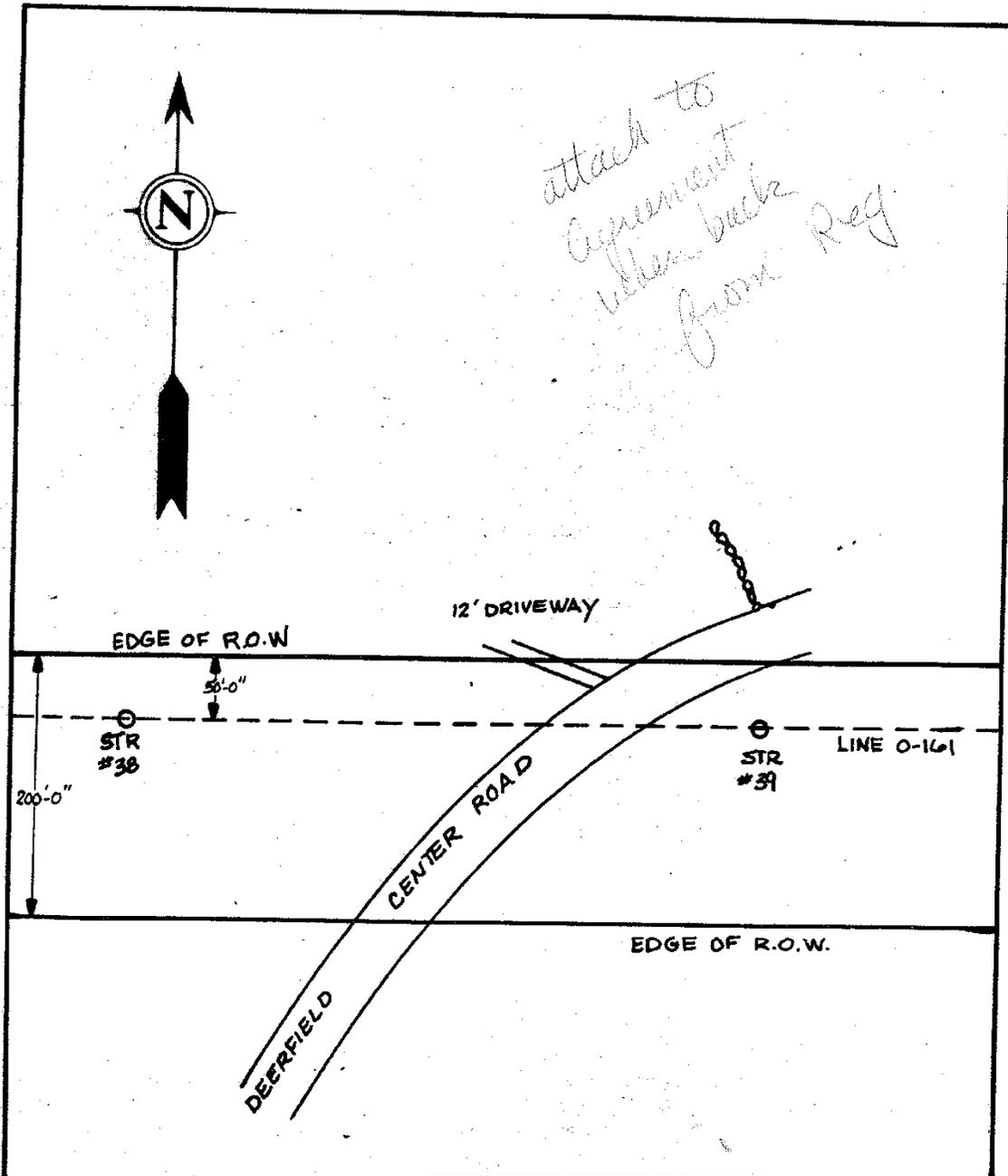
My commission expires: *10/29/91*

State of New Hampshire
County of *Rockingham*

The foregoing instrument was acknowledged before me this *15th* day of *June*, 1987 by Russell E. Burt of Deerfield, New Hampshire.

Ruth S. Sargent
Notary Public/Justice of the Peace


My commission expires:
June 29, 1989



SEE LINE 0-161 MILE 4

BRUNING 44-131 68910

DRAWN C. LAVIGNE		PSH PUBLIC SERVICE ENGINEERING Company of New Hampshire DIVISION	
DESIGNED		BURTT ENCROACHMENT	
CHECKED K. Kenney		DEERFIELD, N.H.	
APPROVED K. Kenney		SCALE 1" = 100'-0"	DATE 5-13-87
REVISION		SHEET 1 of 1	DRAWING NO. D-9052

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EEA 4924 Existing Line Number: G-146
 Mile Sheet Number: 2 PSNH Easement Form Ref ID: Other
 Other: RED FLAGGED
 Grantor: Stewart L. James
 Grantee: J. Brodie Smith
 Town/City & County: Deerfield County: Rockingham
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
 A. Constant Width ____ Ft
 B. Metes & Bounds
 C. Other

Additional Comments: 1) "...described & described as follows..." 2) location set by survey. 3)(single) line only."
 Date of Instrument Execution: 6/15/1926 Book: 817 Page: 476

Joint Use Agreement: NO (YES/NO)

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

Reference Document: NO (YES/NO)

Document(s) Referenced: see also instrument 4923; options by 12/29/25 & 9/22/25
 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: _____
3. **Communication Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** Yes No N/A – Fee Parcel
 Additional Comments: Right to Rebuild; location set by survey- (single) line only.
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: Not addressed



NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: Not addressed
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 Prohibited, 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: "...permission is given to trim or remove trees and underbrush..."
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: "...rights to remove trees and underbrush for a width of 50' each side of centerline..."
"easement is silent as to wood ownership; but option gives rights to owner & requires lumber in merchantable lengths & wood into four lengths."

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..."

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: (single) line only.
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: Additional right to PSNH for the removal of three fruit trees in 1927. "see instrument 4923; 4924 may control as to easement." (Single) line only. "easement is silent as to wood ownership; but option gives rights to owner & requires lumber in merchantable lengths & wood in four lengths."

Property Comments: Easement Transferred to PSNH under Document DHA 9551

Created By (C&C): HOG 10/18/2010

Checked By (C&C): HOG 10/18/2010

Legal Reviewed By: DJC 10/28/2010

Approved By (NPT): _____

K

Quapp. Order line

E A A - 4924

TRANSFERRED TO P. S. CON. H.
DOCUMENT NO. 9551

1 3

KNOW ALL MEN BY THESE PRESENTS

THAT J. Stewart L. James
of Deerfield County of Rockingham
in the State of New Hampshire
(hereinafter called the first party) in consideration of one dollar paid by J. Brodie Smith and assigns (hereinafter called the second party), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the second party, its successors and assigns, the perpetual right and easement to erect, repair, maintain, rebuild, operate and patrol an electric transmission line, consisting of suitable and sufficient poles or 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 and guys, over and across the lands owned by the first party in the town of Deerfield in said County, bounded and described as follows:

First Parcel.
Northerly by the land of Archie W. Stevens
Easterly by the highway leading from
Deerfield Center to Deerfield Parade
Southerly by land of Fred U. French
Westerly by land of Lewis Brown.

Second Parcel.
Northerly by land of Fred U. French.
Easterly by land of Fred U. French
Southerly by land of Fred U. French
Westerly by the aforesaid highway.

Third Parcel.
Northerly by land of Archie W. Stevens and
land formerly of John Brown.
Easterly by the Mountain Road, so called.
Southerly by land of Carl French and land of
Fred U. French.
Westerly by the aforesaid highway.

The exact location of the transmission lines aforesaid is to be selected by the second party, after its final surveys have been completed, within the above limitations.

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said line or its operation. Permission is also given to trim or remove trees and underbrush for a width of fifty ft. on each side of the center line of said transmission line. The second party covenants and agrees for itself, its successors and assigns to pay all taxes that may be assessed on the poles or wires erected hereunder on the premises of the first party.

Deerfield N. H.

June 21, 1927.

In consideration of One dollars

(1) paid to me by the Public Service Company of New Hampshire, I hereby agree that

said Company may cut down and remove three

(3) fruit trees standing or growing within the limits of the right of way to maintain

poles and wires heretofore conveyed by me to J. Brodie Smith of Manchester, New Hampshire.

Arthur L. James

The second party agrees that before transmitting electricity over the transmission line, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$350.00... and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

To have and to hold to the said second party, its successors and assigns forever.

The first party covenants and agrees that he has full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the claims or demands of all persons.

And I, the wife of said first party, hereby release all my rights of dower ~~curtesy~~ in the foregoing premises so far as affected by the above conveyance.

WITNESS the hand and seal of the first party this 15th day of ~~January~~ 1926.

In the presence of

C. O. Randall
to S. L. J. & K. A. J.

Stewart L. James
Katherine A. James

State of New Hampshire
Notary Public
June 15 1926

Stewart L. James
Katherine A. James
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me,

E. Bonfield Henry
Justice of the Peace
Notary Public

KNOW ALL MEN BY THESE PRESENTS

That I, *Stewart L. James* of *Deerfield* County of *Rockingham* State of *NH*, in consideration of

One Dollar to me paid by the Twin State Gas & Electric Company, a corporation duly established by law and authorized to transact business in the State of New Hampshire, do hereby agree to sell and convey to the said Twin State Gas & Electric Company its successors and assigns at any time within nine months, upon the payment to me of ~~\$25.00 per acre~~ *\$300.00*, the right to erect, use and repair and replace poles for the purpose of operating and carrying lines of wire of said Company upon a strip of land one hundred (100) feet wide in the County of *Rockingham*, State of New Hampshire, bounded and described as follows:

On the North by *A.W. Stevens*

On the East by *the Mountain Road*

On the south by *Fred M. Funch & the Carl Funch Place*

On the west by *the Parade Road*

together with the right to enter upon said tract for the purpose of erecting, repairing, replacing and adding to said lines of wire.

This agreement is upon the further condition that as a part of said consideration the said Twin State Gas & Electric Company shall ~~pay to me for each thousand of lumber upon said right of way cut by said Company the sum of eight dollars, and for each cord of wood cut thereon the sum of two dollars~~ *cut the lumber into merchantable lengths and the wood into four lengths; and lumber and wood to remain the property of said Stewart L. James* *And I, Katharine A. James* wife of said *Stewart L. James*

in consideration aforesaid, do hereby agree to relinquish my right of dower ~~claim~~ in and to the rights above described.

Signed and sealed this *29th* day of *Dec.* 1925

Witness:

Earl Randall

Stewart L. James
Katharine James

KNOW ALL MEN BY THESE PRESENTS,

That I, *Stewart L. James* of *Searfield Center* County of *Rockingham*, State of *N.H.*, in consideration of One Dollar to me paid by the Twin State Gas & Electric Company, a corporation duly established by law and authorized to transact business in the State of New Hampshire, do hereby agree to sell and convey to the said Twin State Gas & Electric Company, its successors and assigns at any time within nine months, upon the payment to me of \$25.00 per acre, the right to erect, use and repair and replace poles for the purpose of operating and carrying lines of wire of said Company upon a strip of land one hundred (100) feet wide in County of *Rockingham* State of New Hampshire, bounded and described as follows:

South by land of French & Dineel
North - - - - - A W Stevens
East by Highway - West by Lewis Brown
together with the right to enter upon said tract for the purpose of erecting, repairing, replacing and adding to said lines of wire.

This agreement is upon the further condition that as a part of said consideration the said Twin State Gas & Electric Company shall pay to me for each thousand of lumber upon said right of way cut by said Company the sum of eight dollars, and for each cord of wood cut thereon the sum of two dollars.

and I, *Katherine James* of said *Searfield* in consideration aforesaid, do hereby agree to relinquish my right of dower ~~therein~~ in and to the rights above described.

signed and sealed this *12* day of *Sept* 1925.

witness:
John Garwood

Stewart L. James
Kat. James

DEBIT 83

STUART I. TAYLOR
TO

J. ROCKWELL SMITH, PRESIDENT
\$350.50

ROCKINGHAM RECORDS

Received *Pl 1339204 11 20 84*

Recorded Vol. *809* Page *111*

Examined *for 11/21/84*

Registrar

Stewart R. James

350.50

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EEA 4923 Existing Line Number: G-146
 Mile Sheet Number: 3 PSNH Easement Form Ref ID: Other
 Other: RED FLAGGED
 Grantor: Stuart L. James
 Grantee: J. Brodie Smith
 Town/City & County: Deerfield County: Rockingham
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
 A. Constant Width 100 Ft
 B. Metes & Bounds
 C. Other

Additional Comments: "...described & described as follows..."
 Date of Instrument Execution: 9/12/1930 Book: 862 Page: 454

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: See also instrument 4924

Applicable Rights:

1. **Overhead Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
3. **Communication Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** Yes No N/A – Fee Parcel
 Additional Comments: Right to Rebuild; Location set by survey
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: Not addressed



NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: Not addressed
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 Prohibited, 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: Width of cutting defined in Document EAA 4924.

"Instrument 4923 wood be cut into sled lengths"

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..."

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: This document appears to provide additional rights to for a switching tower and a fence located a suitable distance from the tower. See also instrument 4924 which may control insofar as the easement" Right to Rebuild; Location set by survey

Property Comments: Easement Transferred to PSNH under Document DHA 9551

Created By (C&C): HOG 10/18/2010

Checked By (C&C): HOG 10/18/2010

Legal Reviewed By: DJC 10/28/2010

Approved By (NPT): _____

E A A -4923

Greggs-Dover Line 13

KNOW ALL MEN BY THESE PRESENTS

That I, STUART L. JAMES

of DEERFIELD County of ROCKINGHAM

in the State of New Hampshire (hereinafter called the first party) in consideration of one dollar paid by the Public Service Company of New Hampshire and assigns (hereinafter called the second party), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the second party, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol 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 and guys, over and across a strip of land 100 feet in width being a part of the lands owned by the first party in the town of Deerfield in said County, bounded and described as follows:

On Right of Way strip of Stuart L. James additional rights are granted as follows:

The right to erect, repair and maintain a switching tower between poles 254 and 255 on Greggs-Dover Line with right to erect a fence for safety, a suitable distance from said tower.

Being a part of the same premises described in deed of _____ to _____ dated _____ and recorded in the _____ County Registry of Deeds. Book _____ Page _____

The exact location of the transmission lines aforesaid is to be selected by the second party, after its final surveys have been completed, within the above limitations.

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said lines or their operation. Permission is also given to trim or remove trees and underbrush for a width of _____ feet on each side of the center line of the herein described transmission line right of way strip.

The second party agrees to cut the timber upon said right of way strip intolengths and the wood into sled lengths, said timber and wood shall remain the property of the first party.

The second party agrees that before transmitting electricity over the transmission lines, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$25.00....., and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

It is agreed that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to said premises are hereby waived and cancelled, and that there are no agreements, promises or understandings with respect to said premises not herein mentioned.

To have and to hold to the second party, its successors and assigns forever.

The first party covenants and agrees that he has full right, title and authority to convey the foregoing rights and privileges and will defend same to said second party against the claims or demands of all persons.

And I, the wife of said first party, hereby release all my rights of dower curtesy in the foregoing premises so far as affected by the above conveyance.

WITNESS the hand and seal of the first party this 12th day of September, 1930

In the presence of

D. B. Boston

Stuart L. James
Katharine James

State of New Hampshire
Parrisham SS.
Sept. 12 1930

Stuart L. James
and
Katharine James

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

Daniel B. Boston

Justice of the Peace
Notary Public

State of New Hampshire
..... SS.
..... 19

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

Justice of the Peace
Notary Public

Date Sept 12 1930

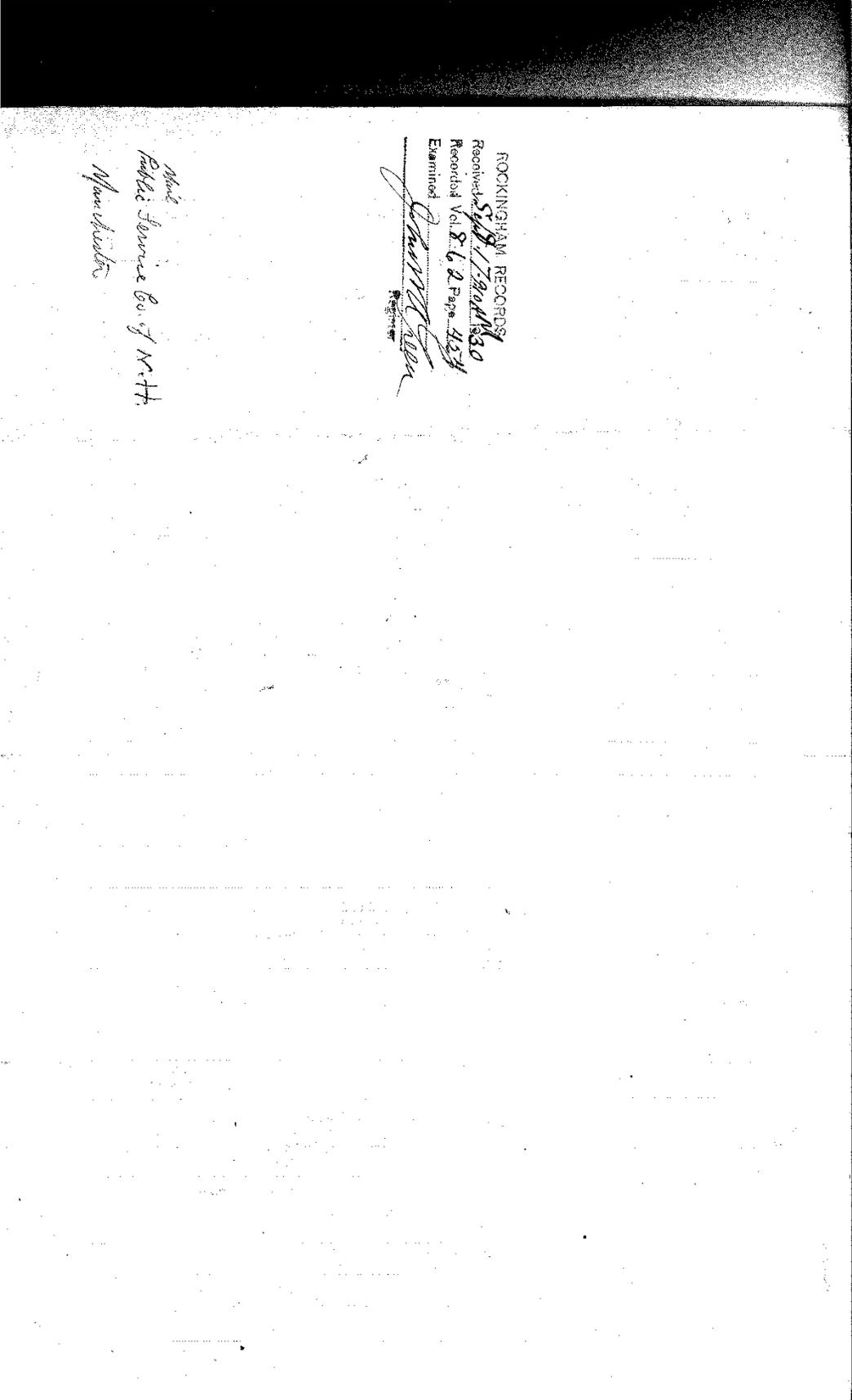
Received of the PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Twenty Five

Dollars

It being the payment in full for the herein described right of way. Stuart L. James

5007-M-7-2B-5



Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 2772 Existing Line Number: G-146
 Mile Sheet Number: 3 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
 Other: _____
 Grantor: Woodbury L. Brown
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: Deerfield County: Rockingham
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
 A. Constant Width 100 Ft
 B. Metes & Bounds
 C. Other

Additional Comments: "... bounded and described as follows..."
 Date of Instrument Execution: 12/7/1953 Book: 1305 Page: 499

Joint Use Agreement: NO (YES/NO)

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

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 2778
 Additional Comments: For corresepondence See EAA 2778

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. **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: _____
6. **Reserved Grantor Rights:** Yes No N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.



NPT Easement Abstract

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

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: Note: Referenced Document EAA 2778 calls out location as city of Dover. Therefore this document is not applicable.

Property Comments: _____

Created By (C&C): WFR 7/22/2010

Checked By (C&C): HOG 09/21/2010

Legal Reviewed By: _____

Approved By (NPT): _____

1305 500

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, Mary B. Brown, wife of Woodbury L. Brown,

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

WITNESS our hand and seal this 7th day of December 1953

In the presence of
David Deans Jr
Eva M. Pabulp

Woodbury L. Brown
Mary B. Brown



WITNESS _____ hand and seal this _____ day of _____ 19____



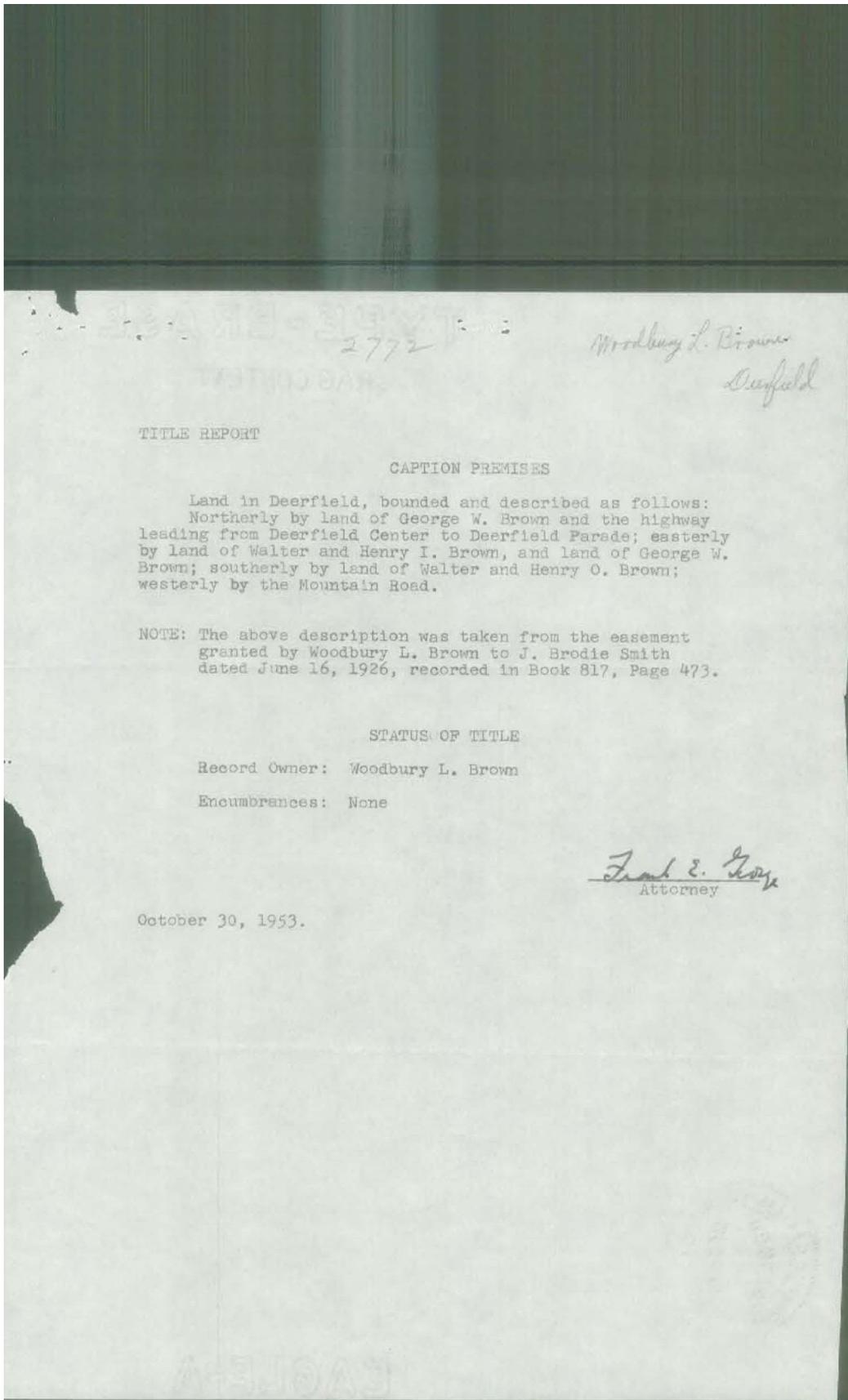
Woodbury L. Brown
Mary B. Brown
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.
David Deans Jr
Notary Public Justice of the Peace

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

Notary Public Justice of the Peace

ROCKINGHAM RECORDER
Received Jan 14 1954
Recorded Vol. 1305 Page 499
Examined _____
John W. ...
Recorder

Received and recorded Jan. 14, 10 A.M., 1954



2772

Woodbury L. Brown
Deerfield

TITLE REPORT

CAPTION PREMISES

Land in Deerfield, bounded and described as follows:
Northerly by land of George W. Brown and the highway
leading from Deerfield Center to Deerfield Parade; easterly
by land of Walter and Henry I. Brown, and land of George W.
Brown; southerly by land of Walter and Henry O. Brown;
westerly by the Mountain Road.

NOTE: The above description was taken from the easement
granted by Woodbury L. Brown to J. Brodie Smith
dated June 16, 1926, recorded in Book 817, Page 473.

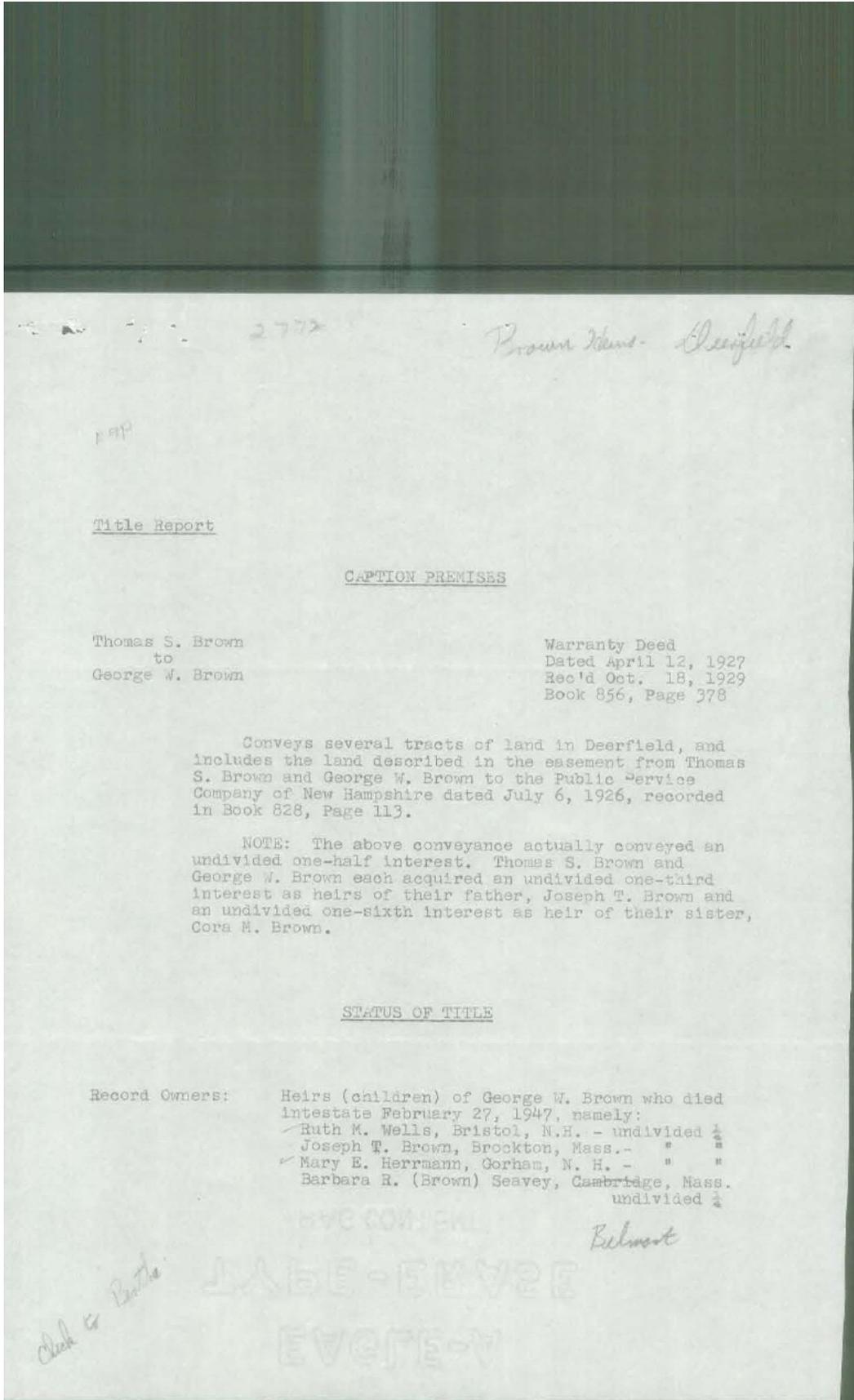
STATUS OF TITLE

Record Owner: Woodbury L. Brown

Encumbrances: None

Frank E. Goye
Attorney

October 30, 1953.



Brown Heirs - Deerfield

2772

1947

Title Report

CAPTION PREMISES

Thomas S. Brown
to
George W. Brown

Warranty Deed
Dated April 12, 1927
Rec'd Oct. 18, 1929
Book 856, Page 378

Conveys several tracts of land in Deerfield, and includes the land described in the easement from Thomas S. Brown and George W. Brown to the Public Service Company of New Hampshire dated July 6, 1926, recorded in Book 828, Page 113.

NOTE: The above conveyance actually conveyed an undivided one-half interest. Thomas S. Brown and George W. Brown each acquired an undivided one-third interest as heirs of their father, Joseph T. Brown and an undivided one-sixth interest as heir of their sister, Cora M. Brown.

STATUS OF TITLE

Record Owners: Heirs (children) of George W. Brown who died intestate February 27, 1947, namely:
- Ruth M. Wells, Bristol, N.H. - undivided $\frac{1}{3}$
- Joseph T. Brown, Brockton, Mass. - " "
- Mary E. Herrmann, Gorham, N. H. - " "
- Barbara R. (Brown) Seavey, Cambridge, Mass. undivided $\frac{1}{3}$

Belmont

Check to Ruth

1947-1947
1947-1947

Their title is subject to the dower and homestead rights of Bertha M. Brown, widow of George W. Brown.

Bertha M. Brown is the administratrix of the estate of George W. Brown, which has not been settled. She could execute an easement as administratrix upon license from the Probate Court. No publication would be required if the consideration is less than \$200.00 or if all the heirs consented in the petition for a license. If the easement is obtained from the heirs, their spouses' names are as follows: Chester F. Wells, Elsie J. Brown, Ernest F. Herrmann and Gordon B. Seavey.

Encumbrances: None

Comment: George W. Brown and his estate or his heirs have made several conveyances of land in Deerfield, but only tract to be crossed appears to be land in the deed of Bertha M. Brown, Admx. to Ernest W. Mayer dated Sept. 17, 1947, recorded in Book 1033, Page 453, on which there is a Title Report.

EAGLE-A
Frank E. George
attorney

February 10, 1954.

HAS CONTENT

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EEA 4212 Existing Line Number: G-146
 Mile Sheet Number: 3 PSNH Easement Form Ref ID: Other
 Other: RED FLAGGED
 Grantor: Woodbury L. Brown
 Grantee: J. Brodie Smith
 Town/City & County: Deerfield County: Rockingham
 Easement, Fee or Taking (Choose One): EASEMENT

Easement Configuration:
 A. Constant Width ____ Ft
 B. Metes & Bounds
 C. Other

Additional Comments: 1) "...described & described as follows..."; 2) location set by survey; 3) (Single) line only."
 Date of Instrument Execution: 6/16/1926 Book: 817 Page: 473

Joint Use Agreement: NO (YES/NO)

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

Reference Document: NO (YES/NO)

Document(s) Referenced: Option of 10/03/1925 recorded 809-291
 Additional Comments: _____

Applicable Rights:

1. **Overhead Rights:** Yes No N/A – Fee Parcel
 Additional Comments: (Single) Line Only
2. **Underground Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
3. **Communication Rights:** Yes No N/A – Fee Parcel
 Additional Comments: _____
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** Yes No N/A – Fee Parcel
 Additional Comments: Right to Rebuild; location set by survey (Single) Line Only
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: Not addressed



NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: Not addressed
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 Prohibited, 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: "... permission is given to trim or remove trees and underbrush..."
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: "...rights to remove trees and underbrush for a width of 50' each side of centerline..."
"Instrument is silent as to ownership or wood."
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..."

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: (Single) Line Only
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: _____
6. **Reserved Grantor Rights:** Yes No N/A – Fee Parcel



NPT Easement Abstract

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: (Single) Line only.

"...rights to remove trees and underbrush for a width of 50' each side of centerline..." "Instrument is silent as to ownership or wood."

Property Comments: Easement Transferred to PSNH under Document DHA 9551

Created By (C&C): HOG 10/18/2010

Checked By (C&C): HOG 10/18/2010

Legal Reviewed By: DJC 10/28/2010

Approved By (NPT): _____

Quiggo Over wire

E A A - 4212
TRANSFERRED TO P.S. CO. N.H.
DOCUMENT NO. 9551
13

KNOW ALL MEN BY THESE PRESENTS

THAT J. Woodbury L. Brown
of Deerfield County of Rockingham
in the State of New Hampshire.....
(hereinafter called the first party) in consideration of one dollar paid by J. Brodie
Smith and assigns (hereinafter called the second party), the receipt whereof is hereby
acknowledged, do hereby give, grant, bargain, sell and convey unto the second party,
its successors and assigns, the perpetual right and easement to erect, repair, maintain,
rebuild, operate and patrol an electric transmission line, consisting of suitable and
sufficient poles or 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 and guys, over and across the
lands owned by the first party in the town of Deerfield in said County,
bounded and described as follows:

Northerly by land of George W Brown
and the highway leading from
Deerfield Center to Deerfield Parade
Easterly by land of Walter and Henry
C. Brown, and land of George W Brown.
Sutherly by land of Walter and
Henry C Brown.
Westerly by the Mountain Road.

The exact location of the transmission lines aforesaid is to be selected by
the second party, after its final surveys have been completed, within the above
limitations.

Permission is given to remove such trees as in the judgment of the second
party may interfere with or endanger said line or its operation. Permission is also
given to trim or remove trees and underbrush for a width of twenty ft. on each
side of the center line of said transmission line. The second party covenants and
agrees for itself, its successors and assigns to pay all taxes that may be assessed
on the poles or wires erected hereunder on the premises of the first party.

- 2 -

The second party agrees that before transmitting electricity over the transmission line, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$ 23,500... and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

To have and to hold to the said second party, its successors and assigns forever.

The first party covenants and agrees that he has full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the claims or demands of all persons.

And I, the wife... of said first party, hereby release all my rights of dower ~~and~~ in the foregoing premises so far as affected by the above conveyance.

WITNESS the hand and seal of the first party this 16th day of June, 1926.

In the presence of

Ed. Randall
to both

Woodbury L. Brown
May B. Brown

State of New Hampshire
Rochester SS.
June 24 1926

Woodbury L. and May B. Brown
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me,

Geo. H. Brown
Justice of the Peace
Notary Public

That I, Woodbury Brown of Deerfield County
of Rockingham, State of New Hampshire, in consideration
of One Dollar to me paid by the Twin State Gas & Electric Company, a corporation
duly established by law and authorized to transact business in the State of
New Hampshire, do hereby agree to sell and convey to the said Twin State Gas &
Electric Company, its successors and assigns at any time within nine months, upon
the payment to me of \$25.00 per acre, the right to erect, use and repair and replace
poles for the purpose of operating and carrying lines of wire of said Company upon
a strip of land one hundred (100) feet wide in County of Rockingham
state of New Hampshire, bounded and described as follows:

*North by the Parade Road
East by Lee Brown & Walter Brown
South by Walter Brown
West by the Mountain Road.*

together with the right to enter upon said tract for the purpose of erecting,
repairing, replacing and adding to said lines of wire.

this agreement is upon the further condition that as a part of said
consideration the said Twin State Gas & Electric Company shall pay to me for each
thousand of lumber upon said right of way cut by said Company the sum of eight
dollars, and for each cord of wood cut thereon the sum of two dollars.

And I, Mary Brown, wife of said Woodbury Brown
in consideration aforesaid, do hereby agree to relinquish my right of dower ~~and~~
in and to the rights above described.

signed and sealed this third day of Oct 1925.

Witness:
B. B. Myers

Woodbury L. Brown
Mary Brown

*Woodbury Brown
Key & Brown*

ROCKINGHAM RECORDS.
Received *Dec 5 11 AM 1923*
Recorded Vol. *109* Page *271*
John M. Brown
Registrar

84

DEED

WOODBURY L. BROWN

TO

J. ERDIE SMITH, TRUSTEE

\$23.50

ROCKINGHAM RECORDS.

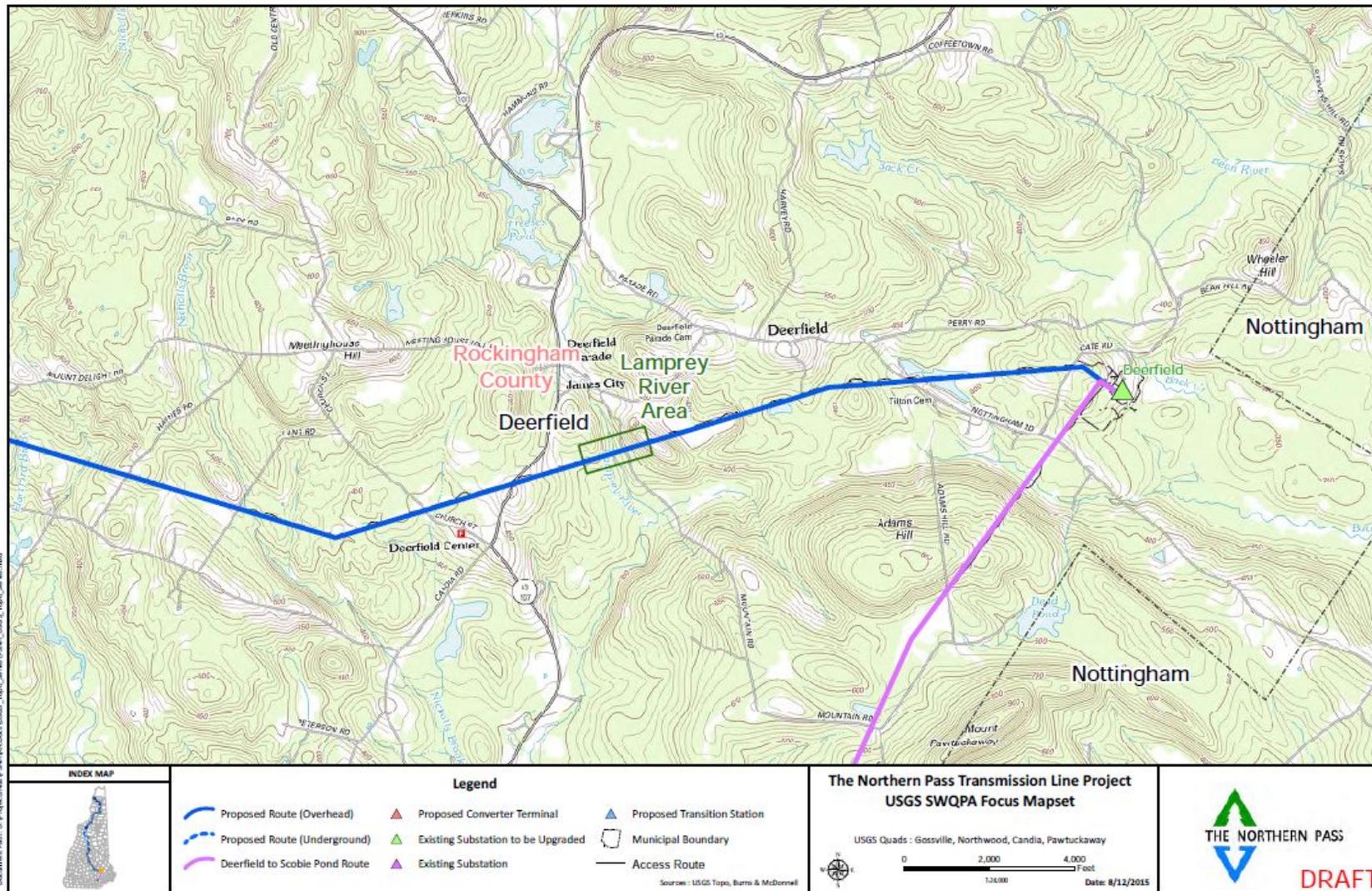
Received *Dec 5 11 AM 1923*

Recorded Vol. *109* Page *271*

Examined *John M. Brown*

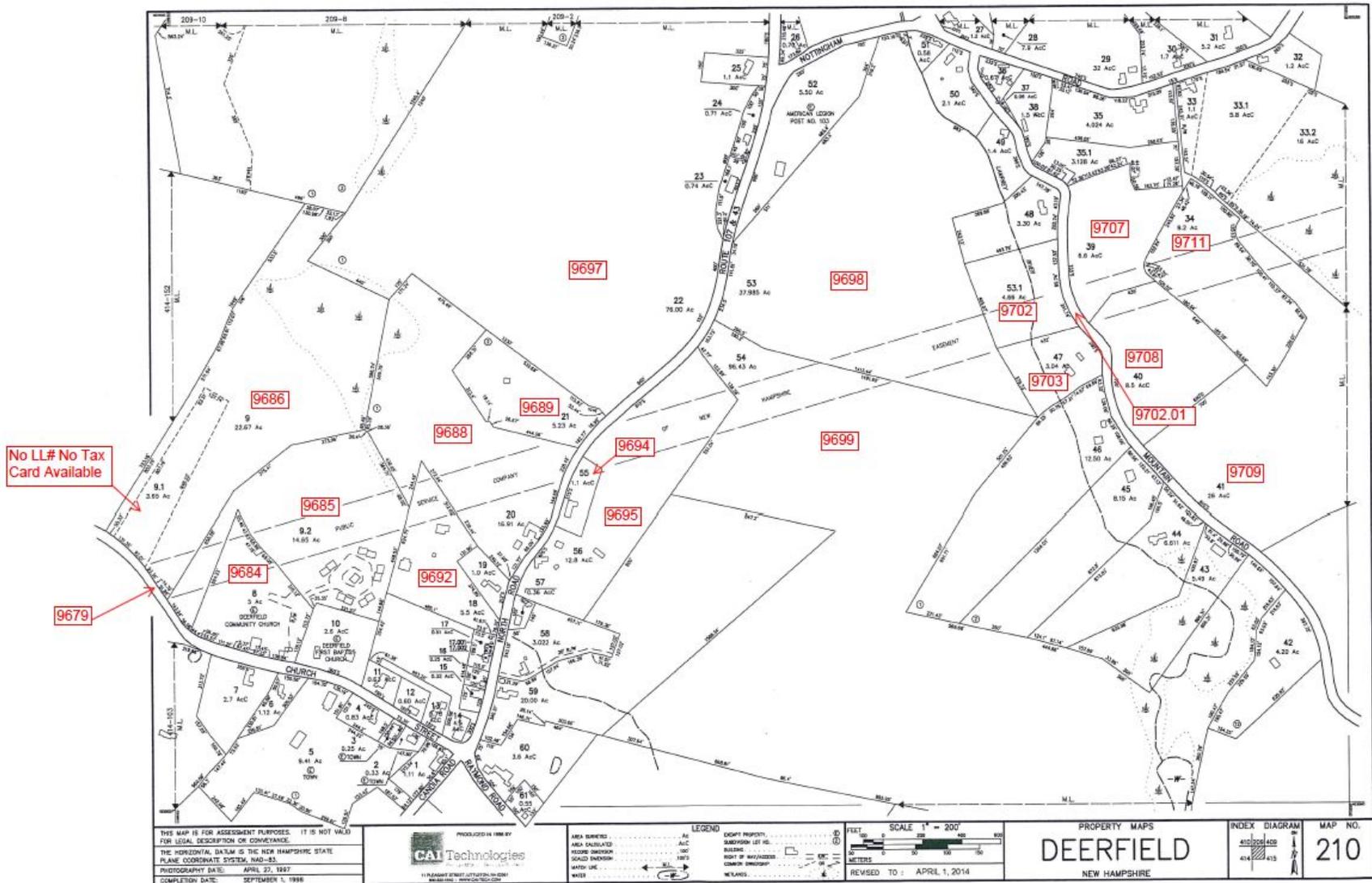
Registrar

■ Appendix C
USGS Locus Map



Documents Path: U:\Projects\Map\2014\MapDocs\USGS_Topos\Jarvis\100M_LUGS_Topos_Series.mxd

■ Appendix D
NH Tax Maps



■ Appendix E
Representative Photos



Photo 1. The NPT Line crosses the Lamprey River in Deerfield, NH as part of the S1 Overhead Line View South



Photo 2. Within the 250 foot shoreland buffer two footings of a lattice structure will occur. Additionally, an existing structure will be removed within buffer south of the River. These structural changes will occur south of the river which is in the background of this photo. View is West.



Photo 3. Work will occur within the shoreland buffer of the Lamprey River, including the removal of an existing structure from the existing 3132-295 transmission line and the installation of a new monopole on the G146-27 line. Two footings of a new lattice structure will occur within the shoreland buffer. View is Southwest.

■ 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 Associates was provided with a digital data set for known locations. Based on the information provided by NHNHB 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 Pemigewasset River in New Hampton, NH there is one element occurrences identified by NHB. NHB identified the S1, state endangered species, *Emydoidea blandingii* (Blanding's Turtle) within a half mile of the Protected Shoreland Buffer of the Lamprey River. As the habitat in the project area is suitable for Blanding's turtles, Northern Pass will continue consulting with NH F&G to develop BMPs and environmental monitors to insure that impacts to turtles do not occur during construction. No long-term effects on Blanding's turtles or their habitat are expected.

■ 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

Lamprey River Advisory Committee
Richard Snow, Chair
P.O. Box 10037
Candia, NH 03040-0037

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Snow:

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.

Via Certified Mail

October 14, 2015

Town of Deerfield
8 Raymond Road
Deerfield, NH 03037

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.