



Via Certified Mail

October 14, 2015

Pemigewasset River Local Advisory Committee
Max Stamp
2110 Summer St.
Bristol, NH 03222

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Stamp:

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 blue ink 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 Hill
30 Crescent St.
Hill, NH 03243

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,

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

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

Shoreland Permit Application Northern Pass Pemigewasset River, Hill, 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



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: Old Hill Village	TOWN/CITY: Hill	STATE: NH	ZIPCODE: 03222
WATERBODY NAME: Pemigewasset River	TAX MAP: R1	LOT NUMBER: 56	
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@normandean.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 11,946 Total square feet of new impervious area 14			

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 lines will be relocated. The Hill Project area includes one shoreland location along the Pemigewasset River. Work in the shoreland includes installation of one new H-frame structure within the shoreland buffer, as shown in the project plans. A construction access path and temporary work pad will be established, and these work areas will be restored after construction. In addition, 10,649 square feet of tree clearing is planned within 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: 310-314 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 :285 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. = 11,946 (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: Pemigewasset 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))

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>	0 FT ²	14 FT ²
ACCESSORY STRUCTURES All other impervious surfaces excluding lawn furniture, well heads, and fences.	_____	_____ FT ²	_____ FT ²
Common accessory structures include, but are not limited to: driveways, walkways, patios and sheds.	_____	_____ 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.

	_____	FT ²	_____ FT ²
	TOTAL:	(A) 0 FT ²	(B) 14 FT ²
Area of the lot located within 250 ft of reference line:			(C) 65,940 FT ²
Percentage of lot covered by pre-construction impervious area within 250 ft of the reference line: <i>[divide (a) by (c) x 100]</i>			(D) 0 %
Percentage of lot to be covered by post-construction impervious area within 250 ft of the reference line upon completion of the project: <i>[divide (b) by (c) x 100]</i>			(E) 0.02 %

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

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.

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 Plans Pemigewasset River, Hill, NH 10/8/15</u>
SIGNATURE: 	DATE: <u>10/13/2015</u>

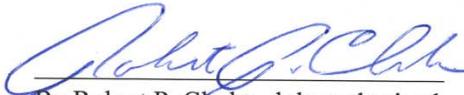
***Unaltered State section-**

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.

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 protected shoreland of multiple waterbodies. This application includes information related to the work within the protected shoreland of the Pemigewasset River in Hill, NH.

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 are clearance or other safety issues, the proposed temporary access roads will follow existing access roads or ATV paths currently in the ROW, when present, 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. 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 replace the existing transmission structure in the ROW. The H-frame consists of two smaller vertical poles connected near the top of the structure with a cross-arm, making them resemble the capital letter "H." H-Frame structures may be installed by direct embed or in concrete foundations. Concrete foundations for the H-Frame structures may 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. 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. Relocated structures may be taller than the structures they replace, but generally have smaller footprints than the HVDC structures.

3.1 Pemigewasset River

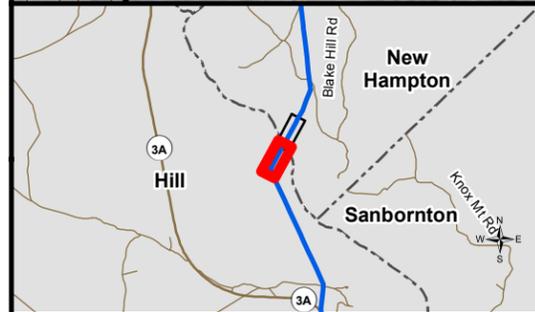
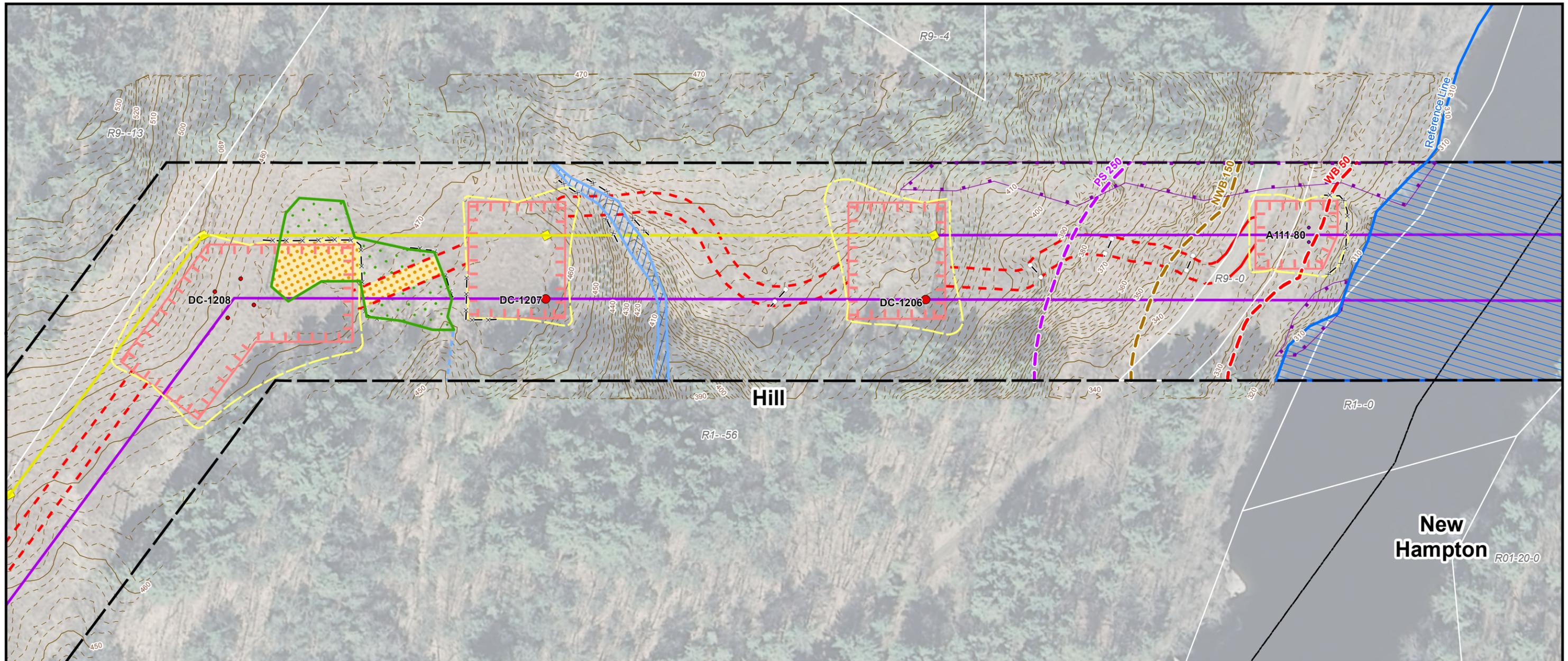
The Pemigewasset River at this shoreland crossing in Hill is classified as a sixth order river (R2UB2) with a sand bottom. At this shoreland site, the river is approximately 320 feet wide. The land in the vicinity of the crossing on the Hill side is owned by Army Corps of Engineers. The parcel is on Map R1, Lot 56.

Sumner Island is approximately one half mile upstream of this transmission line crossing, and the NH Natural Heritage Bureau (NHB) has identified an herbaceous riverbank/floodplain, an exemplary natural community, a good quality, relatively common plant community. In addition, NHB identified one element occurrence, the S3B, state species of special concern, *Pandion haliaetus* (Osprey), slightly greater than a half mile from this shoreland impact site in a waterbody between the existing ROW and Route 3A in Hill. In addition, Northern Pass has performed an aerial survey for raptor nests, and plans to conduct another survey prior to construction. If osprey or other raptor nests are located in or near the project area, the Project will work with NH F&G to avoid and minimize potential impacts.

Permanent impacts will result at this Shoreland impact site from the installation of one new H-Frame structure associated with the A111 line as shown in the project plans (Attachment A). A construction vehicle access road and construction pads will create temporary impacts to the buffer zone of the river. Erosion control will be installed along the access road and construction pad to prevent impacts to the river, and the temporarily disturbed areas will be restored. In addition, 10,649 square feet of tree clearing is planned within the existing ROW. 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.

Hill Pemigewasset River Site	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland Crossing
Temporary Impacts	2,300 sq. ft. construction pad,	7,408 sq. ft. construction pad, access road	2,224 sq. ft. access road	11,932 sq. ft.
Permanent Impacts	0 sq. ft.	14 sq. ft. H-pole	0 sq. ft.	14 sq. ft. H-pole
Pre-Construction Impervious Surface Area	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.
Post-Construction Impervious Surface Area	0 sq. ft.	14 sq. ft. H-pole	0 sq. ft.	14 sq. ft. H-pole

■ 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

Other Features

- USGS 10' Contour
- USGS 2' Contour
- 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

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.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
		Clearing in Upland	Temporary	Permanent	Pre-Construction
Waterfront Buffer (50')	3,823	2,300	0	0	0
Natural Woodland Buffer (150')	2,969	7,408	14	0	14
Protected Shoreland (250')	3,857	2,224	0	0	0
Total	10,649	11,932	14	0	14
<i>May not sum to total due to rounding</i>					
THE NORTHERN PASS PROPOSED ROUTE			Pemigewasset River, Hill		
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 2608 Existing Line Number: A-111
Mile Sheet Number: 4, 6, 7, & 8 PSNH Easement Form Ref ID: Other
Other: None noted
Grantor: United States (Department Of The Army)
Grantee: Public Service Company Of New Hampshire
Town/City & County: Hill & New Hampton County: Merrimack
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
 A. Constant Width 125 Ft
 B. Metes & Bounds
 C. Other

Additional Comments: For a period of fifty (50) years over and across 4 parcels of land in the Franklin Falls Reservoir Area being in Belknap county and Merrimack county respectively: "A strip of land 125 feet in width along the westerly side of and immediately adjacent to and parallel to the 100-foot strip reserved to the Public Service Company of New Hampshire. Said 125-foot strip shall extend 62 1/2 feet either side of a center line or extension thereof described as follows:" Recorded in the Belnap County Registry of Deeds Book 346 Page 366 and Merrimack County Registry of Deeds Book 731 Page 186.

Date of Instrument Execution: 4/23/1953 Book: 731 Page: 186

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: _____
- 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: Rights to construction, maintenance, opration and repair under general supervision and subject to approval of officer having jurisdiction



NPT Easement Abstract

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: _____
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: Subject to rules and regulations regarding ingress and egress as officer may prescribe
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-subject to regulations regarding ingress and egress as officer may prescribe
10. **Guy Wires/Support Rights:** Yes No N/A – Fee Parcel
 Additional Comments: "...including poles and appurtenances..."
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: under the general supervision of the officer having immediate jurisdiction over the property. Ownership of wood and timber is silent; subject to the approval of the officer having immediate jurisdiction over the property.
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: _____

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: _____



NPT Easement Abstract

4. **Wires Only/No Structures:** Yes No N/A – Fee Parcel
 Additional Comments: only poles and appurtenances expressly permitted
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.
7. **Time Limitation:** Yes No N/A – Fee Parcel
 Additional Comments: "... for a period of fifty (50) years from date hereof..."
"...upon expiration or termination, grantee must remove line and restore premises..."

Comments/Remarks:

Additional Easement Rights/Limitations: This Easement agreement, was accepted May 7, 1953 and is for a period of fifty years. Please refer to the section entitled " THIS EASEMENT is granted to the following conditions:" conditions 1-15 inclusive on pages 2,3, & 4 on the aforementioned documents. see attached, including specifically conditions "...upon expiration or termination, grantee must remove line and restore premises..."

Property Comments: _____

Created By (C&C): WFR 8/11/2010

Checked By (C&C): HOG 9/29/2010

Legal Reviewed By: KB & JV 1/5/2011

Approved By (NPT): _____

1 T A A 2 6 0 8

DEPARTMENT OF THE ARMY
 EASEMENT FOR RIGHT OF WAY
 (TRANSMISSION LINE)
 FRANKLIN FALLS RESERVOIR AREA

2003

The Secretary of the Army, under and by virtue of the authority vested in him by the Act of 4 March 1911 (36 Stat. 1253); 43 U.S.C. 961) as amended by the Act of 27 May 1952 (66 Stat. 95) having determined that the granting of this easement is not incompatible with the public interest, hereby grants to the Public Service Company of New Hampshire, a New Hampshire corporation with its principal place of business in the City of Manchester in the County of Merrimack and State of New Hampshire, hereinafter designated as the Grantee, for a period of fifty (50) years from date hereof, an easement for a right of way for the construction, maintenance, operation and repair of an electric transmission line including poles and appurtenances, over, across, in and upon land of the United States, together with the right to cut and remove trees and underbrush, all at the locations as shown in red on Exhibit "A" attached hereto and made a part hereof and described as follows:

A strip of land 125 feet in width along the westerly side of and immediately adjacent to and parallel to the 100-foot strip reserved to the Public Service Company of New Hampshire. Said 125-foot strip shall extend 62½ feet either side of a center line or extension thereof described as follows:

Beginning at a point in the southerly boundary line of tract of land acquired by the United States of America from the Golden Rule Farm Homes Association and the northerly boundary line of land now or formerly of Charles Prescott, said point of beginning being North 48° 03' East 121.9 feet more or less from the end of a stone wall on said property line, said point being also 120.0 feet southwesterly from and at right angle to the base line of the said 100-foot strip; thence crossing said tract North 59° 15' 45" West, parallel to and 120.0 feet from the said base line, a distance of 74.2 feet more or less to a point on the westerly boundary line of said tract of land at land of the Golden Rule Farm. All as indicated on plan entitled Merrimack Valley Flood Control dated January 26, 1940, as revised, File No. M-11-L74 being Sheet No. 1 of 3 of Exhibit "A" attached hereto and made a part hereof, and thence:

Beginning at a point in the stone wall marking the southerly boundary line of land acquired by the United States of America from Rodney A. Pearsons at land now or formerly of Filmore Dickenson Estate, said point of beginning being North 68° 08' 30" East 124 feet more or less from an iron pin marking the southwest corner of said land, said point of beginning being also 120.0 feet southwesterly from and at right angle to the base line of the 100-foot strip; thence running North 25° 03' 15" West, parallel to and 120.0 feet from the said base line, a distance of 845 feet more or less to a point in the northerly boundary line of said land at land now or formerly of Flora Hardy Estate. All as indicated on plan entitled Merrimack Valley Flood Control dated January 26, 1940, as revised, File No. M-11-L118, being Sheet No. 2 of 3 of Exhibit "A" attached hereto and made a part hereof and thence:

Beginning at a point on the westerly boundary line of land of the United States of America acquired from the C. N. Fowler Estate, said point of beginning being North 25° 03' West 780 feet more or less from the southerly corner of said land, said point being 120 feet northwesterly from and at right angle to the base line of the 100-foot strip; thence running North 28° 01' East through land of the United States of America, parallel to and 120 feet from the said base line of the 100-foot strip, a distance of 2,700 feet more or less to a point of termination on the easterly boundary line of land of United States of America acquired from Bernice Kelley. All as indicated on plan entitled Merrimack Valley Flood Control dated January 26, 1940, as revised, File No. M-11-L118, being Sheet No. 2 of 3 Exhibit "A" attached hereto and made a part hereof and thence:

Beginning at a point in the northeasterly boundary line of land acquired by the United States of America from Henry B. Wells, said point of beginning being North 50° 07' 45" West 1,100 feet more or less from a stone bound marking the most easterly corner of said land, said point of beginning

EAA-2608

being also 120.0 feet westerly from and at right angle to the base line of the 100-foot strip; thence running South 5° 53' East, parallel to and 120.0 feet from the said base line and crossing Blake Brook and entering land acquired by the United States of America from the Town of New Hampton and crossing Blake Brook Road, a total distance of 1,745 feet more or less to a point in the southeasterly boundary line of land acquired from the Town of New Hampton. All as indicated on plan entitled Merrimack Valley Flood Control dated January 26, 1940, as revised, File No. M-11-1133 being Sheet No. 3 of 3 of Exhibit "A" attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. That the grantee shall pay to the United States compensation in the amount of Twelve Hundred and Twenty-nine Dollars (\$1229.00) for the term, payable in advance. Compensation shall be payable to the Treasurer of the United States and forwarded by the grantee to Division Engineer, New England Division, Corps of Engineers, U. S. Army, 857 Commonwealth Avenue, Boston 15, Massachusetts.
2. This instrument shall include the right to clear and keep clear the strip of all trees and underbrush by means such 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 together with the right to remove from the premises of the Grantee such trees as in the judgment of the Grantee may interfere with or endanger the line or the maintenance or operation thereof, all of the above to be performed under the general supervision of and subject to the approval of the officer having immediate jurisdiction over the property.~~
3. That the construction and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.
4. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.
5. That the right of way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by said officer, and in no event shall exceed a width 62½ feet on each side of a center line indicated in green on plan attached hereto.
6. That the grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
7. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
8. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

9. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantee, or for injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to Governmental activities; and the grantee shall hold the United States harmless from any and all such claims, except as otherwise provided in Condition No. 13 hereof.

10. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

11. That, in the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, or the grantee shall reconstruct said line and facilities underground on said land without expense to the United States, as may be directed by said officer, and in the event said property shall not be removed or re-located within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee, provided, however, that if directed to reconstruct its lines and facilities underground the grantee may, at its option, in lieu of taking such action, wholly remove its electric lines and facilities from lands of the United States as described herein, at which time the right granted herein shall cease but the restoration obligation set forth in Condition No. 14 hereof shall remain.

12. That this easement may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of the said land or any part thereof by the United States, or it may be forfeited and annulled by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

13. That all uranium, thorium, and all other materials determined pursuant to section 5 (b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

14. That upon the expiration, termination, or forfeiture and annulment of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States without compensation therefor, or to remove it and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States, or its officers or agents, on account of the taking over of said line or on account of its removal.

15. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Department of the Army by direction of the Under Secretary of the Army this 23rd day of April, 1953.

J. W. Sing
WITNESS

Sherry B. Myers
SHERRY B. MYERS
Major, JAGC
Chief, Legal Branch
OASA (Material)

The above instrument, including all the provisions and conditions thereof, is hereby accepted this 7th day of May, 1953.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By *A. R. Schiller*
President SEAL

CORPORATE CERTIFICATE

I, Anabelle Landers, certify that I am the Secretary of the corporation named as grantee herein; that A. R. Schiller, who signed this Easement on behalf of Public Service Company of New Hampshire, was then President of the corporation; that said Easement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Anabelle Landers
/s/ Anabelle Landers (Corporate Seal)
Secretary

ARLINGTON, VIRGINIA

25 May, 1953

Sherry B. Myers

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



Before Me.

My Commission Expires Sept. 7, 1956

A. F. Spada
A. F. Spada
Notary Public



Received May 28, 10-15 A. M. 1953
Recorded and examined.

D. E. SINVILLE

MAY 12, 1953

J. A. ELMGREN

PURCHASE OF RIGHTS OF WAY

We are enclosing checks covering purchase of rights of way as follows:

100-946-12

Treasurer of the United States
Washington, D. C. \$1,229.00

100-146-135

Elizabeth N. Rowell
Franklin, N. H. 500.00 *LEAA-264*

EAA-2608

Please obtain easements on the above and forward them to B. H. Moxon for recording purposes, in accordance with Mr. Schiller's letter of September 28, 1948.

JAE/W
Encs.

J. A. Elmgren

Lead to file 6/12/53

FAA-268

TITLE REPORT

CAPTION PREMISES

Ernest Mills
to
United States of America

Warranty Deed
Dated Jan. 13, 1941
Rec'd. Jan. 20, 1941
Book 581, Page 536

See description attached hereto.

STATUS OF TITLE

Record owner: United States of America

Liens and encumbrances: None, except as mentioned in description of caption premises.

November 26, 1952

Frank E. Gove
Attorney

COPY OF DESCRIPTION

Ernest Mills & wife (Vera C.) to the United States of America
by Warranty deed dated January 12, 1941

Merrimack
County
Records
Lib. 581
Fol. 536

a certain lot or parcel of land, with all the buildings and improvements thereon, situated in the Town of Hill, County of Merrimack, and State of New Hampshire, bounded and described as follows:

Beginning at a point on the southerly boundary of said tract at the westerly boundary of State Highway Route 3A, said point being a nail in a 54-inch diameter elm tree and being a corner of land of the Caroline N. Fowler Estate; thence by land of said Fowler Estate along the line of a wire fence S 60° 53' 30" W 530.2 feet to a point under a transmission line and continuing on the same course 50.3 feet to a stake set in the ground; thence continuing by land of said Fowler Estate along the line of a dirt ridge N 12° 04' 30" W 688.9 feet to a point on said ridge; thence again continuing by land of said Fowler Estate N 14° 25' 00" W 199.9 feet to a point on the end of a stone wall and along the line of said stone wall N 18° 51' 15" W 304.5 feet to a drill hole in another stone wall at land of Walter D. Beckford, thence by land of said Beckford N 60° 35' 45" E 546.9 feet to a stake set in the ground at the westerly boundary of State Highway Route 3A; thence crossing said highway and continuing by land of said Beckford N 60° 21' 45" E 64.7 feet to a point at land of the Northern Railroad; thence by land of said Northern Railroad S 34° 56' 00" E 13.3 feet to a point of curvature, continuing in tangency with the preceding course by a circular curve to the right of radius 1399.7 feet 740.0 feet, and S 4° 33' 00" E 455.2 feet to a point on the easterly boundary of State Highway Route 3A; thence crossing said highway S 60° 53' 30" W 58.0 feet to the point of beginning; containing seventeen and six-tenths (17.6) acres, more or less.

The above described premises are hereby conveyed, however, subject to (1) the right of the Public Service Company of New Hampshire to operate and maintain transmission lines across said premises; and (2) the rights of the public in a highway crossing said premises.

Title Report

CAPTION PREMISES

Bernice D. Kelley
(formerly Bernice D. Cummings)
to
United States of America

Warranty Deed
Dated April 17, 1942
Rec'd July 10, 1942
Book 258, Page 354

A certain parcel of land situated in the town of New Hampton, bounded and described as follows:

Beginning at a point on the southeasterly boundary of the tract herein described at a 6 inch diameter oak tree near the northeasterly bank of the Pemigewasset River, at land owned by the Willard B. Cawley Estate; thence by land of said Cawley estate S 47° 42' W 35.0 feet to a point on the bank of said river; thence by the northeasterly bank of said river N 51° 14' W 152.5 feet to a point beneath a power transmission line, N 23° 21' W 783.3 feet, N 21° 24' W 531.7 feet and N 29° 17' W 163.4 feet to land owned by Alfred M. Kelley; thence by land of said Alfred M. Kelley N 49° 26' E 51.0 feet to a 14 inch diameter birch tree. Continuing on the same course 819.2 feet to a 14 inch diameter maple tree, and again continuing on the same course 229.3 feet; thence crossing said tract owned by said Bernice D. Kelley S. 14° 40' E 530.2 feet, and repassing beneath the aforementioned power transmission line S 1° 20' W 1442.8 feet to a point on the southeasterly boundary of said tract at land of the aforementioned Cawley Estate; thence by land of said Cawley Estate S 47° 42' W 820.2 feet to the point of beginning, containing 29.2 acres, more or less.

STATUS OF TITLE

Record owner: United States of America

Encumbrances: None.

Frank E. Gray
Attorney

Aug. 12, 1952.

9.2.5
BYE CONLEW
AMSTERDAM CO

Title Report

CAPTION PREMISES

Rodney A. Pearsons
to
United States of America

Warranty Deed
Dated 4/8/42
Rec'd 4/8/42
Book 590, Page 585

A certain lot or parcel of land, with all the buildings and improvements thereon, situated in the Town of Hill, County of Merrimack and State of New Hampshire, bounded and described as follows:

Beginning at the northeasterly corner of the tract herein described at a point on the southwesterly boundary of State Highway Route 3-A, said point being an angle point in a stone wall and being at the southeasterly corner of land owned by Flora C. Hardy; thence by the southwesterly boundary of said highway along the line of a stone wall S 49° 28' 15" E 271.9 feet; thence continuing by the southwesterly boundary of said highway S 40° 37' 00" E 120.2 feet, S 40° 23' 30" E 152.1 feet to a point on said wall, and S 66° 00' 45" E 159.4 feet to land owned by John and Frances Liden; thence by land of said Liden S 50° 47' 00" W 34.4 feet to a drill hole in said stone wall, continuing along the line of said wall S 64° 41' 30" E 47.7 feet and S 41° 15' 00" E 90.5 feet to a 24-inch diameter willow tree at land owned by Oscar E. Wadleigh; thence by land of said Wadleigh along the line of a stump fence S 45° 06' 30" W 115.7 feet to a wood post set in the ground, and continuing by land of said Wadleigh S 59° 40' 15" E 252.2 feet to an iron pin set in the ground at land owned by Ida M. Wadleigh; thence by land of said Ida M. Wadleigh S 49° 00' 15" E 164.1 feet to a point in a stone wall at land owned by Harry C. Woodman; thence by land of said Woodman along the line of said stone wall S 61° 42' 15" W 167.6 feet to a drill hole in said wall at land owned by Loren I. Boyce; thence by land of said Boyce, continuing along said wall S 63° 00' 15" W 306.4 feet to an angle in said wall, passing beneath a power transmission line S 84° 15' 00" W 863.2 feet to an angle in said wall, and S 68° 08' 30" W 197.6 feet to a 14-inch diameter oak tree in said wall at land owned by Edna C. Rousseau; thence by land of said Rousseau N 33° 46' 30" W 713.7 feet to a point at the end of a stone wall, along said wall N 67° 57' 45" W 29.9 feet and N 40° 26' 15" W 62.5 feet to a drill hole at an angle in said wall at land of the aforementioned Flora C. Hardy; thence by land of said Hardy N 52° 23' 15" E 237.3 feet to the end of a stone wall, by said wall repassing beneath the aforementioned power transmission line N 67° 25' 15" E 225.6 feet, and continuing along the line of a stone wall N 60° 56' 30" E 762.6 feet to the point of beginning, containing 31.9 acres, more or less.

The above described premises are hereby conveyed, however, subject to the right of the Public Service Company of New Hampshire to erect and maintain transmission lines across said land.

STATUS OF TITLE

Record Owner: United States of America
Encumbrances: None

Frank G. Goy
Attorney

July 23, 1952.

Title Report

CAPTION PREMISES

Austin G. Barlow, Executor
Estate of Wallace C. Hinkley
to
State of New Hampshire

Executor's Deed
Dated Feb. 5, 1952
Rec'd March 28, 1952
Book 336, Page 364

All the right, title and interest of Wallace C. Hinkley to a certain tract of land situated in New Hampton and known as the Glacier Lot, bounded and described as follows:

Situated on the easterly side of the highway leading from Ashland to New Hampton, and being a part of lot number 9 in the fourth range of lots, bounded and described as follows:

Beginning at a stone monument at the junction of an old log fence on the line of land recently owned by B. S. Gordon; thence westerly nearly on line of said fence to a sapling tree in the rye field; thence on nearly the same course to a sapling pine tree and an old growth red oak tree near the edge of the woods and continuing the same course to a stone monument on the north side of the logging road leading from land formerly of S. G. Wentworth to the Penigewassett River; thence north side of the said logging road and land formerly of S. G. Wentworth to the above named highway; thence northerly on said highway to a stone monument on the line of land formerly of M. Shepard of Ashland; thence in an easterly direction on lines of said Shepard and Gordon to bound first mentioned. Containing by estimation 25 acres. More or less.

STATUS OF TITLE

Record owner: The State of New Hampshire

Encumbrances: None

Frank E. Georg
Attorney

August 12, 1952.

Title Report

CAPTION PREMISES

Condemnation Petition
 United States of America
 vs.
 Town of New Hampton

U.S. District Court
 Civil No. 153
 Rec'd Aug. 21, 1941
 Book 253, Page 313

Description of a tract of land situated in the Town of New Hampton, County of Belknap, and State of New Hampshire, designated as Tract No. 280, apparently owned by the Town of New Hampton, as determined by a U. S. Engineer Department survey made in February, 1940, bounded and described as follows:

Beginning at a point on the easterly boundary of the tract herein described at a 16-inch diameter birch tree on the northerly boundary of the highway leading from New Hampton to Bristol and Hill, and being known as Blake Brook Road, said birch tree being at land owned by Bernard Merrill; thence crossing said Blake Brook Road and by land of said Merrill along a stone wall S 21° 31' W 164.4 feet, by a wire fence N 83° 30' W 112.9 feet, S 25° 15' E 133.7 feet, and passing beneath a power transmission line S 30° 39' W 782.6 feet; thence continuing by land of said Merrill along said fence S 23° 31' E 33.5 feet and S 77° 22' W 73.2 feet to a point on the top of a bank at land owned by the United States of America (formerly by Frank P. Kenney); thence by said land of the United States of America (formerly of said Kenney) along the top of said bank N 85° 30' W 170.5 feet, N 28° 48' E 182.9 feet, and N 3° 34' E 156.0 feet to the end of a wire fence; thence continuing by said land of the United States of America (formerly of said Kenney) along said fence N 7° 57' W 246.5 feet, and N 45° 45' W 123.1 feet to the end of a stone wall; thence along said wall N 47° 25' W 431.4 feet, and by a wire fence N 35° 20' W 159.1 feet to a 3-inch diameter oak tree; thence continuing by said land of the United States of America (formerly of said Kenney) recrossing the aforementioned Blake Brook Road N 64° 48' E 331.3 feet to a 6-inch diameter hemlock tree, and N 27° 40' E 18.5 feet to a point on the centerline of Blake Brook, so-called, at other land owned by the United States of America (formerly by Henry E. Wells); thence by said other land of the United States of America (formerly of said Wells) with bearings and distances between points on the centerline of said brook which forms the boundary between the tract herein described and said other land of the United States of America (formerly of said Wells), as follows: S 31° 38' E 146.8 feet, N 83° 17' E 243.3 feet, repassing beneath the aforementioned power transmission line S 34° 45' E 210.5 feet, S 81° 52' E 106.1 feet, N 38° 54' E 186.3 feet, N 68° 16' E 143.2 feet, S 41° 59' E 134.5 feet; and S 88° 43' E 37.2 feet to land owned by the aforementioned Merrill; thence by land of said Merrill S 21° 31' W 120.2 feet to the point of beginning, containing 15.0 acres, more or less, together with the improvements thereon.

STATUS OF TITLE

Record Owner: United States of America
 Encumbrances: None.

Frank E. Gray
 Attorney

August 12, 1952.

Title ReportCAPTION PREMISES

Henry E. Wells
to
United States of America

Warranty Deed
Dated Jan. 7, 1941
Rec'd Jan. 11, 1941
Book 249, Page 401

A certain lot or parcel of land with all the improvements thereon, situated in the Town of New Hampton, County of Belknap, and State of New Hampshire, bounded and described as follows:

Beginning at a point on the northwesterly boundary of the tract herein described at a stone bound set in the ground on the northeasterly boundary of the highway leading from Hill to Bristol, at land owned by Leon G. Dow; thence by land of said Dow N 44° 58' 30" E 266.2 feet to the end of a wire fence, and by said fence N 44° 31' 45" E 449.6 feet; thence crossing said tract owned by said Henry E. Wells S 54° 15' 30" E 639.3 feet, and S 50° 07' 45" E 1218.0 feet to a point beneath a power transmission line, continuing on the same course 929.4 feet to a point on the southerly boundary of said tract of land of Bernard Morrill, said point being on the centerline of Blake Brook, so called; thence by land of said Morrill and by land owned by the Town of New Hampton along the centerline of said brook N 82° 54' 00" W 134.2 feet; thence by land of said Town of New Hampton continuing along the centerline of said brook N 41° 59' 15" 134.5 feet, S 68° 15' 15" W 143.2 feet, S 38° 54' 00" W 186.3 feet, N 81° 52' 15" W 106.1 feet and N 37° 11' 45" W 120.1 feet to a point beneath the aforementioned power transmission line, continuing by land of said Town of New Hampton along said brook N 31° 30' 15" W 90.7 feet, S 73° 16' 45" W 243.3 feet, and N 31° 38' 00" W 146.8 feet to land owned by Frank P. Kenney; thence by land of said Kenney continuing along said brook N 71° 17' 15" W 114.7 feet; thence leaving said brook S 51° 56' 15" W 100.0 feet to an 18-inch diameter dead birch tree on the northerly side of the road leading from the above-mentioned Hill-Bristol Road to New Hampton; thence crossing said road continuing by land of said Kenney S 51° 56' 15" W 227.6 feet to the foot of a bank, and along the foot of said bank S 33° 40' 15" E 103.7 feet, S 43° 13' 00" E 91.5 feet and S 47° 37' 30" E 87.2 feet to a 10-inch diameter maple tree; thence again continuing by land of said Kenney crossing the afore-mentioned Hill-Bristol Road S 72° 02' 30" W 209.0 feet to a 10-inch diameter oak tree on the westerly boundary of said road, continuing on the same course 265.0 feet to a point on the northeasterly bank of the Pemigewasset River; thence by the northeasterly bank of said river N 22° 10' 15" W 257.1 feet to the mouth of the afore-mentioned Blake Brook, N 25° 05' 00" 259.5 feet, N 48° 41' 30" W 219.7 feet, and N 70° 11' 15" W 139.5 feet to land owned by Frank B. Wells; thence by land of said Frank B. Wells N 44° 23' 00" E 18.0 feet, to a 10-inch diameter oak tree, continuing on the same course 182.5 feet to a stake set in the ground on the southwesterly boundary of the afore-mentioned Hill-Bristol Road, by the southwesterly boundary of said road N 49° 35' 00" W 400.00 feet to a stake set in the ground, continuing by land of said Frank B. Wells S 64° 41' 00" W 113.0 feet to a 20-inch diameter ash tree, continuing on the same course 40.0 feet to a point on the northeasterly bank of said river N 28° 10' 00" W 608.7 feet to land owned by the aforementioned Leon G. Dow; thence by land of said Dow N 44° 58' 30" E 90.0 feet to the point of beginning; containing fifty-three and one-tenth (53.1) acres, more or less.

Title Report

Book 249, Page 401

There is excepted from the above described land a cemetery lot known as the Gordon Cemetery situated on the northeasterly side of Bristol-Hill public road and about opposite the northeasterly corner of afore-mentioned Frank B. Wells land.

STATUS OF TITLE

Record owner: United States of America
Encumbrances: None

Frank E. Gray
Attorney

August 12, 1952.

U.S.A.
RAC-CONTENT
VALLEY PAPER CO.
DATA

TITLE REPORT

CAPTION PREMISES

Golden Rule Farm
Homes Association
to
United States of America

Condemnation Proceeding
U. S. District Court
Civil No. 106 - Tract No. 93
Recorded Nov. 19, 1942
Book 596, Page 159

See description attached hereto.

STATUS OF TITLE

Record owner: United States of America

Liens and encumbrances: None, except as mentioned in description of caption premises.

November 26, 1952

Frank E. George
Attorney

COPY OF DESCRIPTION

United States of America
vs.
255.9 acres of land in Merrimack County,
New Hampshire, Golden Rule Farm Homes Association, et al.

Civil No. 106

Merrimack
County
Records
Lib. 596
Vol. 314

It Is Hereby Ordered, Adjudged and Decreed that on the said fourth day of January, 1948, upon the payment, as aforesaid, by the United States of America into the Registry of this Court of the said sum of Six Thousand One Hundred Fifty-five and 75/100 Dollars (\$6,155.75), as just compensation for the taking of the fee simple absolute in the said Tracts Nos. 133 and 233, title to the said Tracts Nos. 133 and 233, in fee simple absolute, free and discharged of all claims and liens of every kind whatsoever, vested in the United States of America, the said Tracts Nos. 133 and 233 being bounded and described, as follows:

Franklin Falls Reservoir. Description of Tract No. 133, situated in the Town of Hill, County of Merrimack and State of New Hampshire:

Description of First Parcel: Beginning at the southwesterly corner of the first parcel at a point on the northeasterly boundary of State Highway Route 3A, said point being S 63° 06' 30" W 2.3 feet from a stone bound set in the ground, and being the northwesterly corner of land now or formerly owned by Leonard J. Kenney; thence by the northeasterly boundary of said highway N 25° 33' 45" W 106.0 feet to a point S 66° 53' 30" W 1.7 feet from a stone bound set in the ground at land of the United States of America (formerly of Charles E. and Elsie L. Sleeper); thence by said land of the United States of America (formerly of said Sleepers) N 66° 53' 30" E 1.7 feet to the stone bound last-mentioned, continuing on the same course 145.1 feet, to land owned by the Northern Railroad; thence by land of said railroad S 22° 30' 15" E 20.0 feet to a stake set in the ground, N 67° 59' 00" E 99.0 feet to a stake set in the ground, and S 22° 30' 15" E 68.2 feet to a stake set in the ground; thence by land now or formerly of Rodney A. Pearsons Company S 63° 06' 30" W 35.0 feet to a stake set in the ground; thence by said land now or formerly of Leonard J. Kenney S 63° 06' 30" W 203.6 feet to a stone bound set in the ground, continuing on the same course 2.3 feet to the point of beginning, containing five-tenths (0.5) of an acre, more or less; together with the improvements thereon.

Description of Second Parcel: Beginning at the southwesterly corner of said second parcel at a point N 63° 31' 00" E 2.3 feet from a stake set in the ground, said point being the northwesterly corner of land now or formerly owned by Clyde A. Blake; thence by the northeasterly boundary of land now or formerly owned by the Northern Railroad N 22° 30' 15" W 213.5 feet to a point S 69° 26' 45" E 6.4 feet from a stake set in the ground; thence by land now or formerly owned by the Ella E. Woodward Estate S 69° 26' 45" E 86.5 feet, N 49° 51' 45" E 129.9 feet, S 51° 37' 30" E 87.6 feet, S 85° 13' 00" E 241.8 feet, by the top of a bank along the approximate edge of the old mill pond S 6° 57' 45" E 129.5 feet, S 26° 33' 15" W 127.7 feet, S 18° 55' 15" E 64.7 feet, and S 25° 06' 30" W 77.2 feet to an iron rail set in the ground; thence by said land now or formerly of Clyde A. Blake N 24° 54' 30" W 335.6 feet to a point S 24° 54' 30" E 4.0 feet from an iron rail set in the ground, and thence S 63° 31' 00" W 239.8 feet to the point of beginning, containing 2.0 acres, more or less.

Franklin Falls Reservoir. Description of Tract No. 233, situated in the Town of Hill, County of Merrimack, State of New Hampshire:

Beginning at the northeasterly corner of said tract at a point on the westerly boundary of State Highway Route 3A, said point being a stone bound set in the ground at land now or formerly owned by Ida M. Wedleigh; thence by the westerly boundary of said highway S 20° 39' 15" E 139.8 feet to an iron pipe set in the ground; thence by land now or formerly owned by Flora C. Hardy S 65° 31' 15" W 136.6

- 2 -

feet to an iron pipe set in the ground, and N 21° 21' 45" W 63.7 feet to a stake set in the ground at the end of a stone wall; thence by said land now or formerly owned by Ida M. Wadleigh N 24° 50' 45" W 66.6 feet to an iron pipe set in the ground, and N 62° 45' 15" E 143.1 feet to the point of beginning, containing four tenths (0.4) of an acre, more or less, together with the improvements thereon.

TITLE REPORT

CAPTION PREMISES

Golden Rule Farm
Homes Association
to
United States of America

Condemnation Proceeding
U. S. District Court
Civil No. 106 - Tracts
Nos. 133 and 233
Recorded January 7, 1943
Book 596, Page 314

See description attached hereto.

STATUS OF TITLE

Record owner: United States of America

Liens and encumbrances: None

November 26, 1952

Frank E. George
Attorney

COPY OF DESCRIPTION

United States of America
 vs.
 265.9 acres of land in Merrimack County,
 New Hampshire, Golden Rule Farm Homes Association, et al.

Civil No. 106

Merrimack
 County
 Records
 Lib. 836
 Fol. 159

Now therefore, It Is Ordered, Adjudged and Decreed that title to the said land, together with the improvements thereon and all appurtenances thereto, in fee simple absolute, subject only to the exceptions hereinafter stated in the description of the said land, vested in the United States of America upon the filing of the said declaration of taking and the depositing in the registry of this court of the said amount of estimated just compensation, which said land is bounded and described, as follows:

Tract No. 93
 Franklin Falls Reservoir. Description of a tract of land designated as Tract No. 93, situated in the City of Franklin, County of Merrimack, and State of New Hampshire, as determined by a U.S. Engineer Department survey made in August, 1939, and being a part of a larger tract containing 486.5 acres, more or less, apparently owned by the Golden Rule Farm Homes Association, the said Tract No. 93 being bounded and described as follows:

Beginning at a point on the southerly boundary of the tract herein described, said point being on the easterly boundary of State Highway Route 3-A, and being in line with a wire fence on the boundary between said tract and land owned by Louise E. Custer; thence crossing said State Highway Route 3-A, and by land of the said Louise E. Custer along the line of said wire fence S 50° 39' 15" W 316.3 feet to an iron pin set in the ground at land owned by Etta Mabel Lowell; thence by land of the said Lowell along a wire fence S 59° 50' 30" W 840.2 feet to a tack in a fence post at a junction of wire fences at land owned by the Charles E. Prescott Estate; thence by land of the said Prescott Estate along the line of a stump and a wire fence N 26° 13' 15" W 797.6 feet, and by a wire fence N 50° 39' 45" W 210.9 feet, S 8° 24' 45" W 108.2 feet, S 48° 03' 00" W 84.6 feet to a point beneath a power transmission line owned by the Public Service Company of New Hampshire, and continuing on the same course by said fence 247.6 feet to a point at the end of a stone wall; thence continuing by land of the said Prescott Estate along the line of said stone wall S 63° 01' 00" W 450.0 feet; thence crossing the said tract apparently owned by the said Golden Rule Farm Homes Association, N 11° 40' 00" W 848.4 feet to a point beneath the aforementioned power transmission line, continuing on the same course 57.6 feet to a point on the northeasterly boundary of the right-of-way of said power transmission line; thence by the northeasterly boundary of said power transmission line N 59° 15' 45" W 209.4 feet and N 7° 30' 15" W 554.3 feet; thence S 45° 00' 00" W 53.6 feet to a point beneath said power transmission line, designated as point A, continuing on the same course 268.6 feet to a point on the northeasterly boundary of the proposed new location of State Highway Route 3A; thence by the northeasterly boundary of said proposed new location of said highway N 24° 31' 00" W 230.0 feet; thence N 45° 00' 00" E 407.0 feet to a point beneath the afore-mentioned power transmission line, designated as point B, continuing on the same course 53.6 feet to a point on the northeasterly boundary of the right of way of said transmission line; thence again by the northeasterly boundary of said power transmission line N 7° 30' 15" W 1321.0 feet, and N 24° 59' 00" W 267.3 feet to a point on the southeasterly boundary of Bennett Road, so-called, said point being beneath a power transmission line owned by the White Mountain Power Company; thence by the southeasterly boundary of said Bennett Road N 33° 30' 15" E 217.8 feet, N 18° 20' 30" E 249.8 feet to a stake set in the ground, N 33° 50' 00" E 155.5 feet to a stake set in the ground, and N 10° 19' 30" E 53.7 feet to the junction of the easterly boundary of said Bennett Road with the centerline of a road crossing said tract and leading to State High-

- 2 -

way Route 3A; thence by land owned by the United States of America, formerly of George H. Rolfe and Izole C. Yeater, N 10° 19' 30" E 1044.3 feet to a point on the centerline of State Highway Route 3A, continuing on the same course 49.4 feet to the intersection of the easterly boundary of State Highway Route 3A with the westerly boundary of land owned by the Northern Railroad, said point being on a circular curve and being S 70° 45' 30" W 805.7 feet from the center of said curve; thence by land of said railroad by said curve in a southeasterly direction 379.6 feet to a point of tangency, and S 46° 15' 00" E 253.4 feet to a point of curvature; thence by a curve to the right of radius 1105.1 feet in tangency with the preceding course 119.0 feet and N 36° 03' 30" W 34.7 feet to a point on a curve of radius 1080.3 feet, said curve being concentric with the curve last mentioned; thence by said curve in a southeasterly direction 236.5 feet to a point of tangency, and S 23° 48' 30" E 173.9 feet to a point of curvature; thence by a curve to the left of radius 1498.7 feet in tangency with the last-mentioned course, 419.2 feet, and N 45° 09' 45" E 33.0 feet to a point on a curve of radius 1465.7 feet, said curve being concentric with the last-mentioned curve; thence by said curve in a southeasterly direction 239.3 feet to a point of tangency, and S 56° 10' 00" E 397.3 feet; thence crossing said railroad N 33° 50' 00" E 76.0 feet to a point on the southwesterly bank of the Pemigewasset River; thence by the southwesterly bank of said river S 61° 55' 30" E 336.5 feet, S 31° 22' 45" E 541.3 feet, S 25° 54' 45" E 537.2 feet, S 40° 30' 30" E 954.5 feet S 24° 34' 15" E 970.7 feet, and S 11° 23' 15" E 494.0 feet; thence recrossing said railroad S 62° 20' 45" W 82.5 feet; thence by the southwesterly boundary of said railroad S 27° 39' 15" E 517.3 feet to land owned by Luther C. Thompson et al.; thence by land of said Thompson et al. N 82° 37' 00" W 30.2 feet, and N 82° 50' 30" W 470.8 feet to a stake set in the ground on the northeasterly boundary of State Highway Route 3A; thence by the northeasterly boundary of said highway N 61° 17' 15" W 546.9 feet, and N 36° 00' 45" W 374.2 feet to the point of beginning, containing 252.7 acres, more or less, together with the improvements thereon.

Also included in said tract is an island in the Pemigewasset River directly opposite said tract, being approximately 100 feet in width by 650 feet in length, containing 1.5 acres, more or less, said area being included in the total acreage above mentioned. The acreage above mentioned excludes the land occupied by the railroad right of way.

There are excepted from the foregoing described tract:

1. The rights which the Public Service Company of New Hampshire has by reason of an easement to operate and maintain a power transmission line crossing said tract, said transmission line being described as follows:

a. Beginning at a point on the southerly boundary of said tract, said point being N 48° 03' 00" E 247.6 feet from the end of the stone wall mentioned in the foregoing description; thence crossing said tract N 59° 15' 45" W 839.2 feet to a point on the westerly boundary of said tract, said point being the point beneath the power transmission line second-mentioned in the foregoing description.

b. Beginning at the point designated as A in the foregoing description, said point being the point beneath the power transmission line third-mentioned in the foregoing description; thence crossing said tract N 7° 30' 15" W 271.6 feet, to the point designated as B in the foregoing description, said point being the point beneath the power transmission line fourth-mentioned in the foregoing description.

2. The rights which the White Mountain Power Company has for the operation and maintenance of a power transmission line crossing said tract, said transmission line being described as follows:

Beginning at a point on the southeasterly boundary of Bennett Road, said point being the point beneath the power transmission line owned by the White Mountain Power Company mentioned in the foregoing description; thence crossing said tract N 40° 53' 30" E 323.9 feet, and S 55° 55' 00" E 2295.7 feet to a point on the westerly boundary of State Highway Route 3A; thence in a general southeasterly direction, either within the limits of or slightly to the west of said State Highway Route 3A, to the southerly boundary of the said Tract No. 93.

--3--

3. The rights which the Northern Railroad has by reason of a right of way 3 rods in width, crossing said tract, the centerline of which is described as follows:

Beginning at a point on the northeasterly boundary of said tract, said point being N 33° 50' 00" E 33.0 feet from the corner described immediately before crossing the railroad the first time mentioned in the foregoing description, said point also being at a point of curvature and being N 33° 50' 00" E 1432.7 feet from the center of said curve; thence by said curve to the right 712.8 feet to a point of tangency, and S 27° 39' 15" E 3103.6 feet to a point on the southeasterly boundary of said tract, said point being N 62° 20' 45" E 41.25 feet from the corner described immediately after crossing the railroad the last time mentioned in the foregoing description.

4. The rights which the public has in a strip of land 66.0 feet in width, partially crossing said tract, and used as the right of way for a highway, said highway being designated as State Highway Route 3A, the centerline of which is described as follows:

Beginning at a point on the northwesterly boundary of said tract, said point being the point on the centerline of State Highway Route 3A as mentioned in the foregoing description, said point being on a curve of radius 955.4 feet, and bearing S 75° 10' 30" W from the center of said curve; thence along said curve in a southeasterly direction 387.8 feet to a point of tangency; thence S 38° 05' 15" E 1803.2 feet to a point of curvature, said point also being at the junction of the centerline of the highway leading from Bennett Road to State Highway Route 3A with the centerline of State Highway Route 3A; thence by a curve to the right of radius 1432.7 feet, 340.0 feet in tangency with the preceding course, to a point of tangency, and S 24° 29' 15" E 200.0 feet, containing 4.1 acres, more or less. The above rights for a public highway include the right to extend and maintain necessary slopes outside the limits of said strip of land.

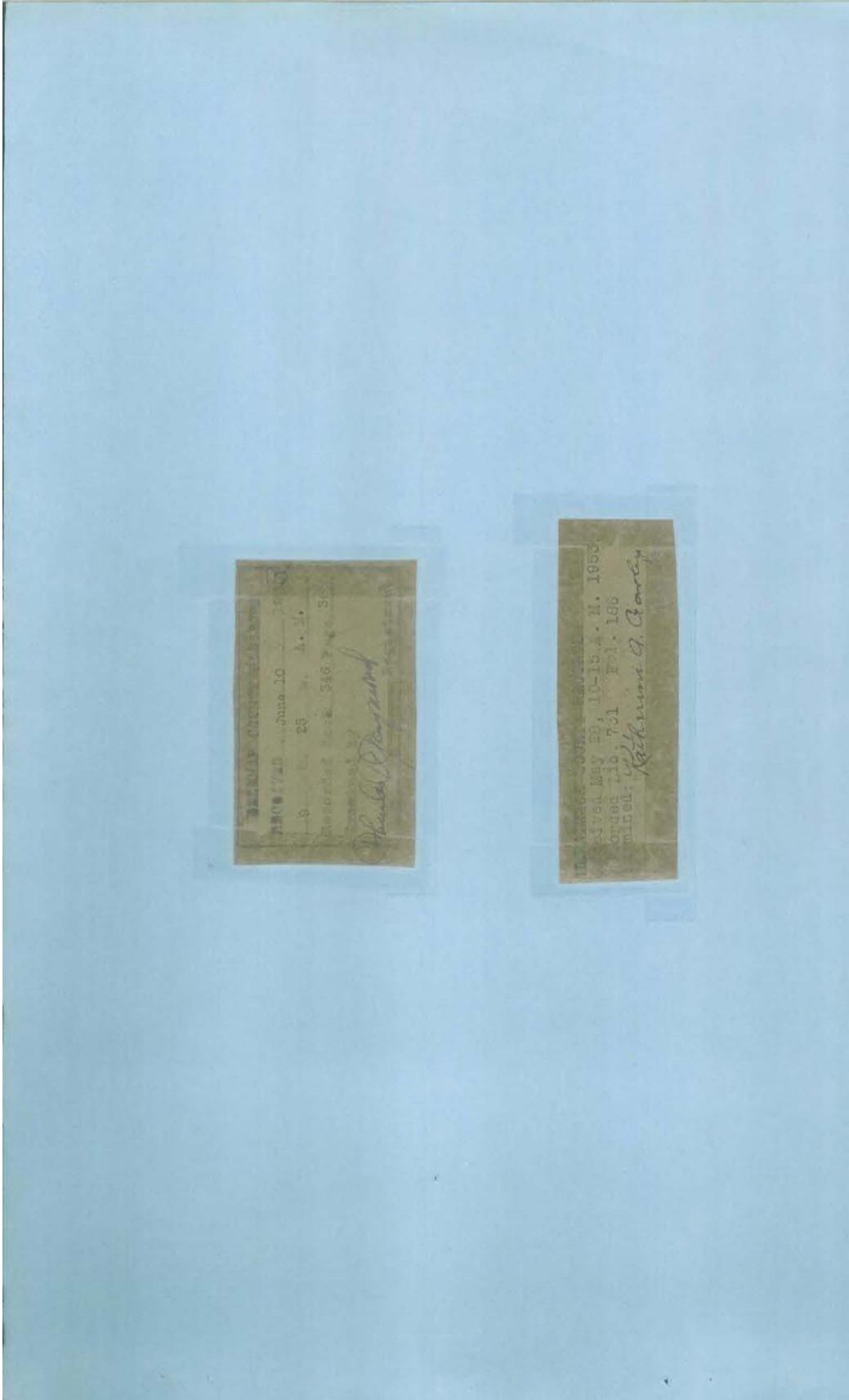
5. The rights which the public has in another section of the highway known as State Highway Route 3A crossing said tract, the centerline of which is described as follows:

Beginning at the point last mentioned in the preceding exception; thence continuing across said tract with bearings and distances between points on the centerline of said highway as follows: S 14° 13' 15" E 842.2 feet, S 26° 01' 45" E 1259.6 feet, S 21° 49' 45" E 149.0 feet, S 6° 51' 30" E 349.4 feet, and S 17° 48' 30" E 31.5 feet to a point on the southerly boundary of said tract, said point being S 50° 39' 15" W 21.3 feet from the point used as the point of beginning in the foregoing description.

6. The rights which the public has in a road crossing said tract leading from State Highway Route 3A to Bennett Road, the centerline of which is described as follows:

Beginning at the junction of centerlines mentioned in the 4th exception; thence crossing said tract with bearings and distances between points on said centerline as follows: N 52° 21' 30" W 255.9 feet, N 68° 46' 30" W 601.9 feet, N 70° 37' 45" W 643.0 feet, N 50° 52' 15" W 86.7 feet and N 19° 27' 30" W 100.3 feet to the junction of said centerline with the easterly boundary of Bennett Road, mentioned in the foregoing description.

7. The flowage rights and all rights and easements pertaining thereto which rights are necessary for holding back the water of the Pemigewasset River by a dam at Eastman Falls in Franklin, together with a perpetual waiver of damages caused by the exercising of said rights and easements, said rights and easements being owned by the Public Service Company of New Hampshire; and that the said land is deemed to be condemned and taken for the United States of America, and the right to just compensation for the property so taken is vested in the party or parties entitled thereto; and the amount of such just compensation for the taking of the said property shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law.



Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: **EEA 4138** Existing Line Number: A-111
Mile Sheet Number: 7 PSNH Easement Form Ref ID: 5007-M-7-28-S
Other:
Grantor: Mary E. Blake
Grantee: Public Service Company Of New Hampshire
Town/City & County: Hill County: Merrimack
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
 A. Constant Width 100 Ft
 B. Metes & Bounds
 C. Other

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

Date of Instrument Execution: 9/21/1928 Book: 502 Page: 82

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:



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: Not Expressly Stated
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** Yes No N/A – Fee Parcel
 Additional Comments: Not Expressly Stated
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: Not Expressly Prohibited
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: “The second party agrees to cut timber upon said right of way strip into merchantable lengths and the wood into sled lengths, said timber and wood shall remain the property of the first party.” “Permission is also given to trim trees and underbrush for a width of 100’ as follows; 42.5’ easterly and 57.5’ westerly of the present survey line.”
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: _____



NPT Easement Abstract

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

Comments/Remarks:

Additional Easement Rights/Limitations: "Permission is also given to trim trees and underbrush for a width of 100' as follows; 42.5' easterly and 57.5' westerly of the present survey line."

Property Comments: This document taken from mile sheet 31 of the 66 Kv line

Created By (C&C): HOG 12/02/2010

Checked By (C&C): HOG 12/02/2010

Legal Reviewed By: _____

Approved By (NPT): _____

E A A -4138

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KNOW ALL MEN BY THESE PRESENTS

That I Mary E Blake
of Hill County of Merrimack

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 Hill in said County, bounded and described as follows:

Lot I
Northwily by land of Harry Dallott
Southwily by East & Main Rail Road
Easterly by River
Westerly by Daniel Wabata Highway

Lot II
Northwily by Land of Harry Dallott
Southwily by land of John Fowler Estate
Easterly by Daniel Wabata Highway
Westerly by land of Harry Dallott

Being a part of the same premises described in deed of John L Mead
to John H. Mead dated September 3, 1879 and recorded in the
Merrimack County Registry of Deeds. Book 252 Page 202

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 100 feet on each side of the center line of the herein described transmission line right-of-way strip.

42 1/2 Feet Easterly and 57 1/2 Feet Westerly of
The Present Survey Line

The second party agrees to cut the timber upon said right of way strip into Merchantable lengths 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 \$ 150.00, 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 her 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 she 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 Husband of said first party, hereby release all my rights of ~~desert~~ curtesy in the foregoing premises so far as affected by the above conveyance.

WITNESS the hand^s and seal^s of the first party this 21st day of September, 1928

In the presence of

Maurice H. Gordon Mary E. Blake
Witness to both Leon E. Blake

State of New Hampshire
Merrimack SS.
Oct. 18th 1928.

Mary E. Blake and Leon
E. Blake
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,
Chas. G. Swain
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 Oct. 18th, 1928

Received of the PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
One Hundred Fifty and no/100 Dollars
It being the payment in full for the herein described right of way.
Mary E. Blake

5007-M-7-28-9

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Wm. H. ...

MERRIMACK CO. N. H. DEEDS

RECORDED Nov. 8, 3.00 P.M. 1928

RECORDED 92.75, PAGE 82

EXAMINED

REGISTERED

Wm. H. ...

Wm. H. ...

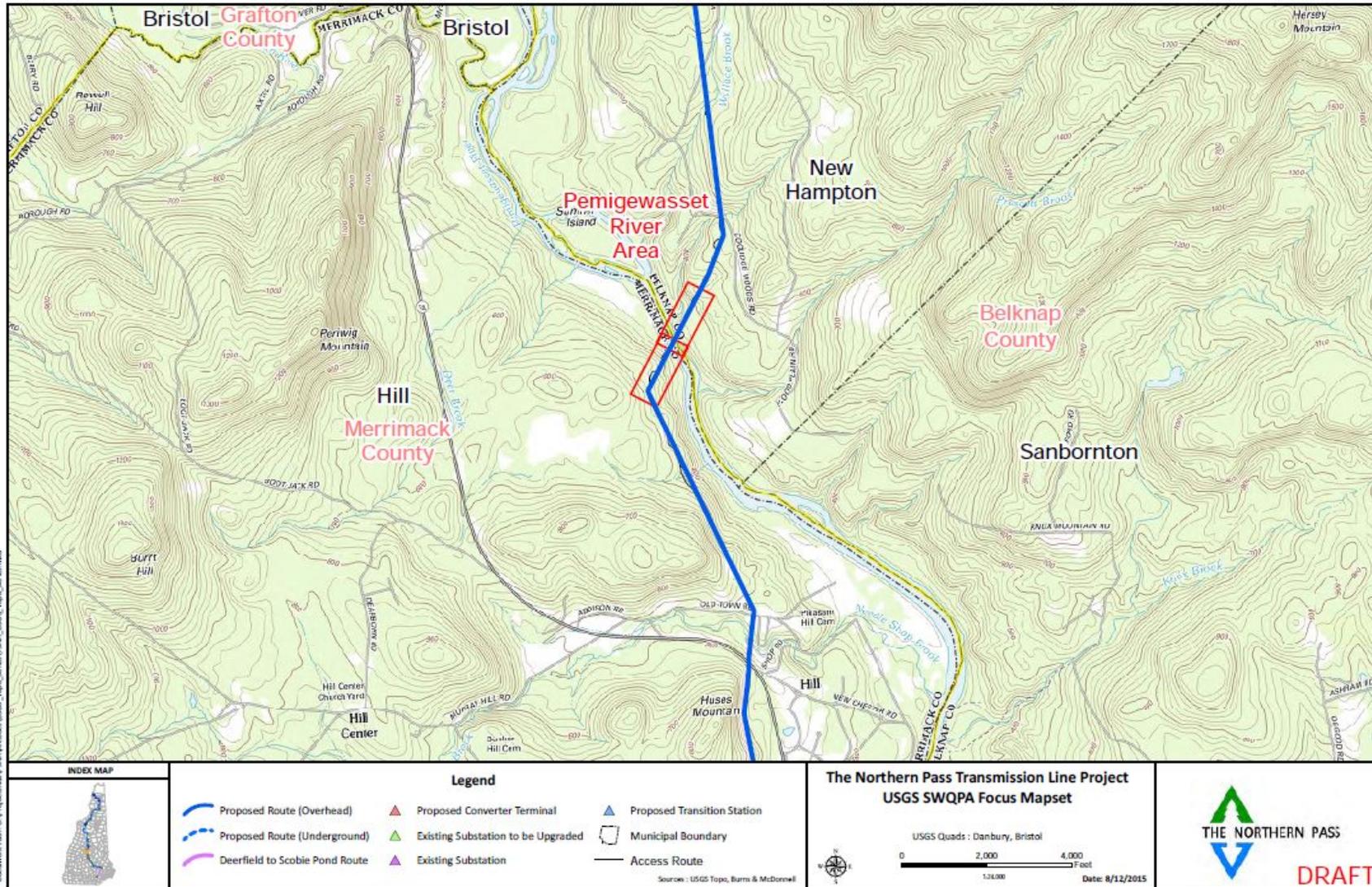
Wm. H. ...

Wm. H. ...

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8-10

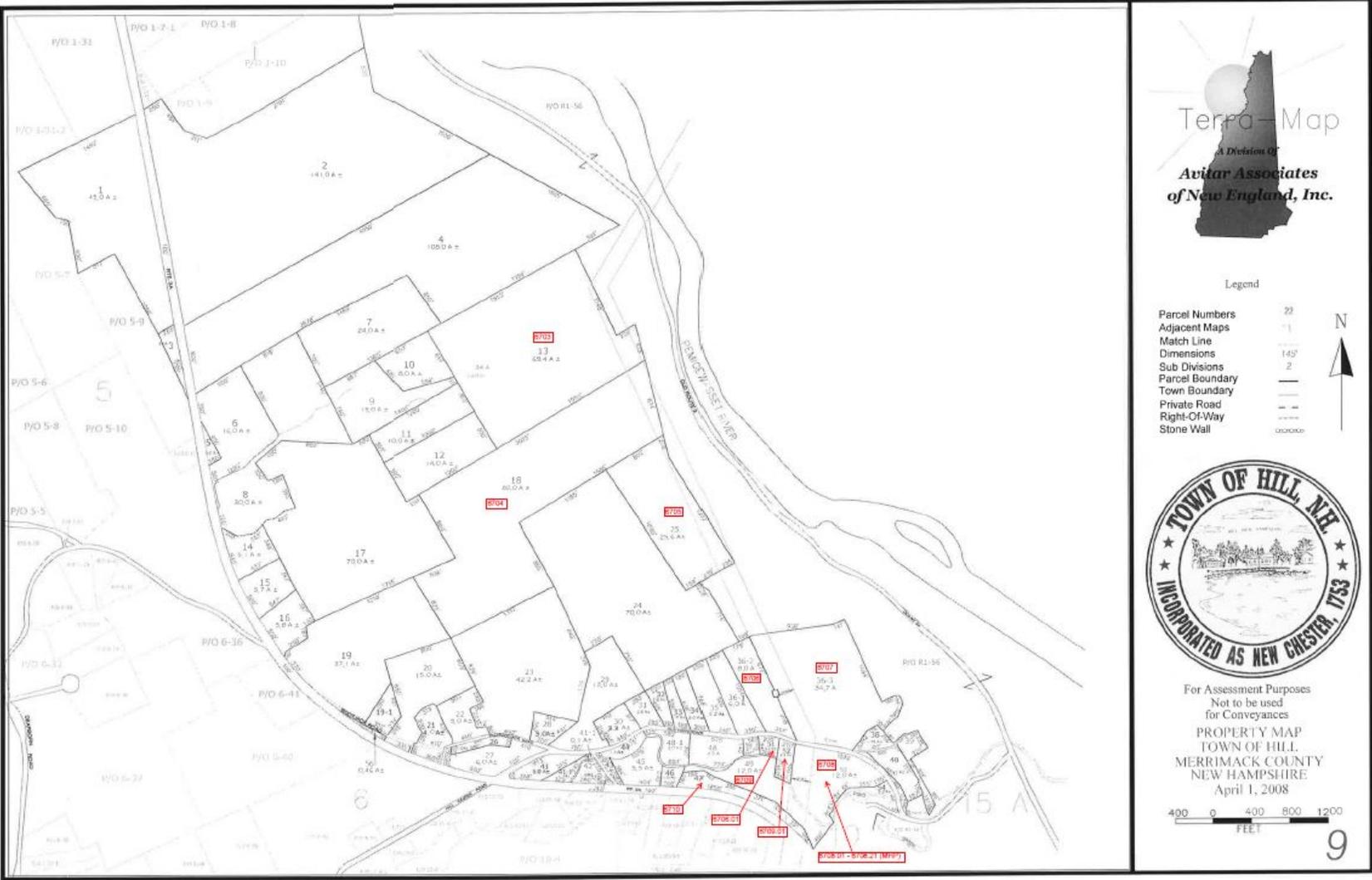
■ Appendix C
USGS Locus Map



Document Path: U:\Projects\Map\2014\NorthernPass\Mapset\USGS_Focus_Series.mxd

■ Appendix D
NH Tax Maps





■ **Appendix E**
Representative Photos



Photo 1. The NPT line crosses the Pemigewasset River in New Hampton/Hill, NH as part of the Overhead Line (C2).



Photo 2. The NPT line crosses the Pemigewasset River at the boundary of New Hampton and Hill. Hill, NH is pictured on the left side of the aerial image where an H-frame will be installed within the shoreland buffer.

■ 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 (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 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 NHB.

NHB has identified an herbaceous riverbank/floodplain, an exemplary natural community with an S Rank of S4 and an EO Rank of AB at Sumner Island approximately one half mile upstream of the shoreland buffer impact.

NHB has also identified one NHB element occurrence, the S3B, state species of special concern, *Pandion haliaetus* (Osprey), close to a half mile from the shoreland buffer impact. Northern Pass has performed an aerial survey for raptor nests, and plans to conduct another survey prior to construction. If osprey or other raptor nests are located in or near the project area, Northern Pass will work with NH F&G to avoid and minimize potential impacts. No permanent osprey habitat impacts are anticipated as a result of this project.

■ 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

Pemigewasset River Local Advisory Committee
Max Stamp
2110 Summer St.
Bristol, NH 03222

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Stamp:

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 Hill
30 Crescent St.
Hill, NH 03243

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.