



***Via Certified Mail***

October 14, 2015

**Pemigewasset Local River Advisory Committee**  
Max Stamp, Chair  
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.

Shoreland Permit Application  
Northern Pass  
Pemigewasset River, New Hampton, 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

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Pemigewasset River



# SHORELAND PERMIT APPLICATION

Water Division/ Shoreland Program

Land Resources Management

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

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

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

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

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

## 1. PROPERTY OWNER

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

ADDRESS: 780 Commercial Street

TOWN/CITY: Manchester

STATE: NH

ZIPCODE: 03101

PHONE: 603-669-4000

EMAIL: Kevin.mccune@eversource.com

## 2. PROJECT LOCATION

ADDRESS: Multiple

TOWN/CITY: New  
Hampton

STATE: NH

ZIPCODE: 03256

WATERBODY NAME: Pemigewasset

TAX MAP: Multiple

LOT NUMBER: Multiple

## 3. CONTRACTOR OR AGENT

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

ADDRESS: 25 Nashua Rd

TOWN/CITY: Bedford

STATE: NH

ZIPCODE: 03110

PHONE: 603-637-1150

EMAIL: lcarbonneau@normandeau.com

## 4. CRITERIA

Please check at least one of the following below:

- ☒ This shoreland permit application requires neither a proposal to make the property more nearly conforming nor a request for a waiver of a minimum standards.
- ☐ This shoreland permit application includes a proposal to make the structures and/ or the property more nearly conforming in accordance with RSA 483-B:11
- ☐ This shoreland permit application includes a request for a waiver of the following minimum standard(s) under RSA 483-B:9, V\_\_\_\_\_.

## 5. PROJECT DESCRIPTION

Total Square feet of impact **109,134** Total square feet of new impervious area **230**

[shoreland@des.nh.gov](mailto:shoreland@des.nh.gov) or (603) 271-2147

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

[www.des.nh.gov](http://www.des.nh.gov)

Provide a complete description of the proposed project. **A new high voltage transmission line will be constructed in an existing transmission ROW, and existing transmission and distribution lines will be relocated. The New Hampton Project area includes four Shoreland locations along the Pemigewasset River. Work in the Shoreland includes installation of three new monopole structures and the relocation of two existing monopoles, as shown in the project plans. Additionally, two existing poles will be removed from within the Shoreland. Four temporary construction access paths and four temporary work pads will be established, and these work areas will be restored after construction. In addition, 59,451 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: 454-468 Feet, depending on location.**

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

**The shoreland frontage on this lot is :**

- ☐ 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. = **109,134 (A) Square Feet**

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

#### 11. REQUIRED CERTIFICATIONS

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

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

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

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

☒ ☒ This project is within ¼ mi of a [designated river](#) (river name: **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))			
<input type="checkbox"/> This project is <b>not</b> within ¼ mi of a designated river			
<b>N/A</b> 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). <b>Exempt per RSA-483-B:5-b, IV (A)</b>			
<b>12. SIGNATURES (Both must sign per Env-Wq 1406.08)</b>			
OWNER NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy	DATE: <input type="text"/>
APPLICANT NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy Northern Pass LLC, c/o Robert P. Clarke, Project Director	DATE: <input type="text"/>

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

## SHORELAND APPLICATION WORKSHEET

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

For the purposes of this worksheet, "**Pre-Construction**" impervious surface areas<sup>1</sup> means all human made impervious surfaces<sup>2</sup> 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
<b>PRIMARY STRUCTURE</b> Include all <u>attached</u> decks and porches.	<u>Transmission structures</u>	<u>21</u> FT <sup>2</sup>	<u>190</u> FT <sup>2</sup>
<b>ACCESSORY STRUCTURES</b> All other impervious surfaces excluding lawn furniture, well heads, and fences.	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>
	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>
Common accessory structures	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>

<sup>1</sup> "**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.

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

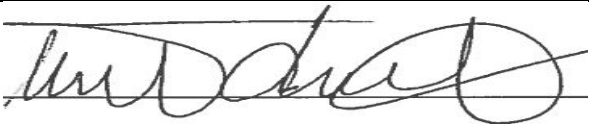
include, but are not limited to: driveways, walkways, patios and sheds.	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>
	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>
	_____	_____ FT <sup>2</sup>	_____ FT <sup>2</sup>
<b>TOTAL:</b>		<b>(A) <u>21</u> FT<sup>2</sup></b>	<b>(B) <u>237</u> FT<sup>2</sup></b>
Area of the lot located within 250 ft of reference line:			<b>(C) <u>740,252</u> FT<sup>2</sup></b>
Percentage of lot covered by pre-construction impervious area within 250 ft of the reference line: [divide (a) by (c) x 100]			<b>(D) <u>0.002</u> %</b>
Percentage of lot to be covered by post-construction impervious area within 250 ft of the reference line upon completion of the project: [divide (b) by (c) x 100]			<b>(E) <u>0.03</u> %</b>

## 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 ( <b>Calculation E</b> ) is less than or equal to 20%.
<input type="checkbox"/> This project requires a stormwater management plan because the proposed post-construction impervious area ( <b>Calculation E</b> ) 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 ( <b>Calculation E</b> ) 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
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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 <sup>3</sup> ( <b>see definition below</b> ). If this area is completely altered, place a zero on line (F) and (I) and proceed to (J).	(F) 0
Total area of the lot between 50 ft and 150 ft from the reference line	(G) _____
At least 25 percent of the vegetation within area (G) must remain in an unaltered state. [.25 x G]	(H) _____
Place the smaller of line (F) and calculation (H) on this line. In order to remain compliant with RSA 483-B:9, V(b), this is the minimum area that must remain in an unaltered state between 50 ft and 150 ft from the reference line. This area must be represented on all plans.	(I) 0*
Name of person who prepared this worksheet:	(J) <u>Tracy Coolidge</u>
Name and date of the plan this worksheet is based upon:	(K) <u>NHDES Shoreland Application Permit Application Plans Pemigewasset River, New Hampton, NH 10/8/15 and 9/8/15</u>
SIGNATURE: 	DATE: 10/13/2015

**\*Unaltered State-**

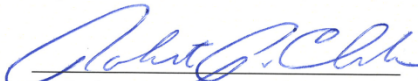
Vegetation in a public utility right-of-way must be maintained/ mowed regularly for safety and operational purposes. There will always be little or no land in an unaltered state within a transmission ROW, and therefore no calculations for this metric were performed. Furthermore, RSA 483-B:9 IV-b. states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

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

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

**Applicant**

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



By Kevin F. McCune, duly authorized

## 2.0 Copy of Check for Application Fee

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**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

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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 an existing transmission ROW that intersects the 250 foot protected shoreland of the Pemigewasset River in New Hampton, NH at four locations. The Pemigewasset River at these locations is classified as a sixth order river (R3RB2) with a rubble bottom, and ranges from approximately 500 feet to 1,000 feet wide.

The Project seeks to take advantage of existing transmission and road ROW in order to minimize environmental and other impacts. There are areas within the existing ROW where vegetation is greater than 20 feet tall, or tree branches have extended into the cleared ROW. This vegetation must be cut or trimmed for construction and line clearance reasons. There are also locations where existing electric lines must be relocated. In these areas, the existing 115 kV transmission lines and 34.5 kV distribution lines will be relocated within the ROW to create room for new Project infrastructure.

Unless there is clearance or other safety issues, the proposed temporary access roads will follow existing access roads or ATV paths currently in the ROW, and will cross wetlands and small streams at their current locations. On average, temporary access roads will be about 16 feet in width at the surface, but may be up to 20 feet wide at the base, if temporary grading or fill is needed. Access roads in upland areas are proposed to remain in use until the end of Project construction.

The Project proposes to use lattice steel, tubular steel monopole and tubular steel H-Frame (AC line) structures (Appendix I). These structures will range in height from roughly 50 to 155 feet. Average heights vary from approximately 80 to 130 feet. The 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 consist of two smaller vertical poles connected near the top of the structure with a crossarm, making them resemble the capital letter "H." Each of the vertical poles that make up the H-Frame structures will have an approximate base diameter of two to three feet, tapering to roughly one foot at the top. The two vertical poles will be separated horizontally by 26 feet. The crossarm is the widest piece of the structure measuring about 52 feet in width. The H-Frame structures will have a combination of direct embed and concrete foundations. Concrete foundations for the H-Frame structures will be approximately three to four feet in diameter, while the direct embed foundations will consist of placing a portion of the vertical poles into a three to four foot diameter hole and backfilling the hole with either native material, crushed rock, or a mixture of the two, which will be compressed to provide a rigid support system. During the detailed design process, other foundation designs might be



considered based on their capacity to improve constructability, reduce environmental impacts or achieve other benefits.

### 3.1 Pemigewasset River Shoreland Site 1

The first shoreland buffer impact on the Pemigewasset River in New Hampton, NH will occur in the vicinity of I-93 (Appendix A). The Northern Pass Transmission line does not cross the Pemigewasset River in this location. Minor permanent impacts will result from the installation of one monopole structure, which will be installed approximately 150 feet from the Pemigewasset River. Additionally, temporary impacts at this site will result from a construction pad and a small access road leading to the construction pad from the north. The ROW has not been cleared to its full width in this location and approximately 27,887 square feet of tree clearing or trimming is planned within the existing ROW. No Natural Heritage Bureau element occurrences are present within a half mile of this shoreland location.

New Hampton Pemigewasset River Site 1	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
<b>Temporary Impacts</b>	0 sq. ft.	7,679 sq. ft. construction pad	23,140 sq. ft. construction pad	30,819 sq. ft. construction pad
<b>Permanent Impacts</b>	0 sq. ft.	52 sq. ft. 1 new monopole structure	11 sq. ft. monopole structure	63 sq. ft. 1 new monopole structure
<b>Pre-Construction Impervious Surface Area</b>	0 sq. ft.	0 sq. ft.	7 sq. ft.	7 sq. ft.
<b>Post-Construction Impervious Surface Area</b>	0 sq. ft.	52 sq. ft. 1 new monopole structure	18 sq. ft. 1 new monopole, existing monopole	71 sq. ft. 1 new monopole structure

### 3.2 Pemigewasset River Shoreland Site 2

The second Shoreland Buffer impact along the Pemigewasset River in New Hampton, NH will occur in the vicinity of Route 132 (Appendix A). At this location, permanent impacts will result from the installation of one monopole structure and the relocation of one monopole, which will be installed within 250 feet of the Pemigewasset River. Additionally, temporary impacts at this site will result from a construction pad and an access road leading to the construction pad from the east. Approximately 12,859 square feet of clearing within the sides of the existing ROW is planned. No NHB element occurrences are present within a half mile of this Shoreland location.

New Hampton Pemigewasset River Site 2	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
<b>Temporary Impacts</b>	6,752 sq. ft. construction pad	14,826 sq. ft. access path, construction pad, removal of one monopole	21,786 sq. ft. construction pad, access road	43,363 sq. ft. construction pad, removal of monopole, access road
<b>Permanent Impacts</b>	0 sq. ft.	83 sq. ft. 1 monopole structure, relocation of 1 monopole	0 sq. ft.	83 sq. ft. 1 monopole structure, relocation of 1 monopole
<b>Pre-Construction Impervious Surface Area</b>	0 sq. ft.	7 sq. ft.	0 sq. ft.	7 sq. ft.
<b>Post-Construction Impervious Surface Area</b>	0 sq. ft.	83 sq. ft. 1 monopole structure, relocation of 1 monopole	0 sq. ft.	83 sq. ft. 1 monopole structure, relocation of 1 monopole

### 3.3 Pemigewasset River Shoreland Site 3

The third shoreland buffer impact to the Pemigewasset River in New Hampton, NH will occur in the vicinity of River Road (Appendix A). At this impact site, permanent impacts will result from the installation of one monopole structure and the relocation of one monopole structure installed within 250 feet of the Pemigewasset River. Additionally, temporary impacts will result from the placement of a construction pad and an access path leading to the construction pad from the south. 5,423 square feet of clearing is planned within the existing ROW. One NHB element occurrence, the S3B, state species of special concern, *Pandion haliaetus* (Osprey), is present within a half mile of this Shoreland location. The Project has conducted an aerial survey to identify raptor nests within the project area, and will conduct another prior to construction. If necessary, seasonal construction restrictions will be followed to protect nesting ospreys.

New Hampton Pemigewasset River Site 3	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
<b>Temporary Impacts</b>	0 sq. ft.	14,127 sq. ft. construction pad, access road	6,762 sq. ft. construction pad, access road	20,889 sq. ft. construction pad, access road
<b>Permanent Impacts</b>	0 sq. ft.	20 sq. ft. 1 relocated monopole	64 sq. ft. 1 new monopole structure	83 sq. ft. 1 new monopole, 1 relocated monopole
<b>Pre-Construction Impervious Surface Area</b>	0 sq. ft.	7 sq. ft.	0 sq. ft.	7 sq. ft.
<b>Post-Construction Impervious Surface Area</b>	0 sq. ft.	20 sq. ft. 1 relocated monopole	64 sq. ft. 1 new monopole structure	83 sq. ft. 1 new monopole, 1 relocated monopole

### 3.4 Pemigewasset River Shoreland Site 4

The fourth site where shoreland buffer impacts to the Pemigewasset River in New Hampton, NH will occur is in the vicinity of Route 104 (Appendix A). At this location, no permanent impacts will result from construction activities within 250 feet of the Pemigewasset River. Temporary impacts will result from the placement of a construction pad within the Shoreland Buffer zone. Approximately 13,282 square feet of tree clearing is planned within the Shoreland Buffer at this site. Two Natural Heritage Bureau element occurrences are present within a half mile of this Shoreland location, including the S4 state-ranked herbaceous riverbank/floodplain natural community, and the S3B, state species of special concern, *Pandion haliaetus* (Osprey). Impacts to these resources is not anticipated.

New Hampton Pemigewasset River Site 4	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
<b>Temporary Impacts</b>	0 sq. ft.	737 sq. ft. construction pad	13,092 sq. ft. construction pad	13,830 sq. ft. construction pad
<b>Permanent Impacts</b>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.
<b>Pre-Construction Impervious Surface Area</b>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.
<b>Post-Construction Impervious Surface Area</b>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.

### 3.5 New Hampton/Pemigewasset River Shoreland Summary

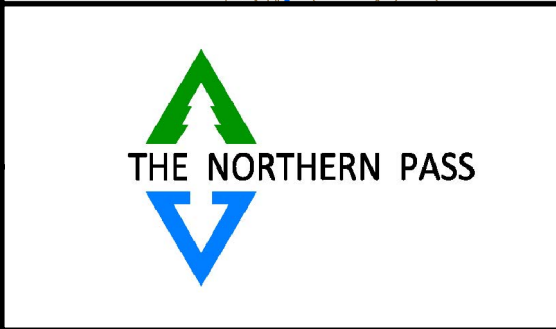
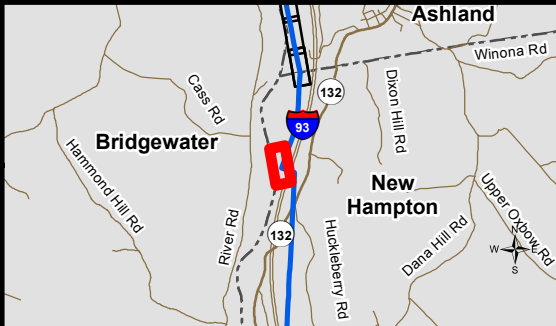
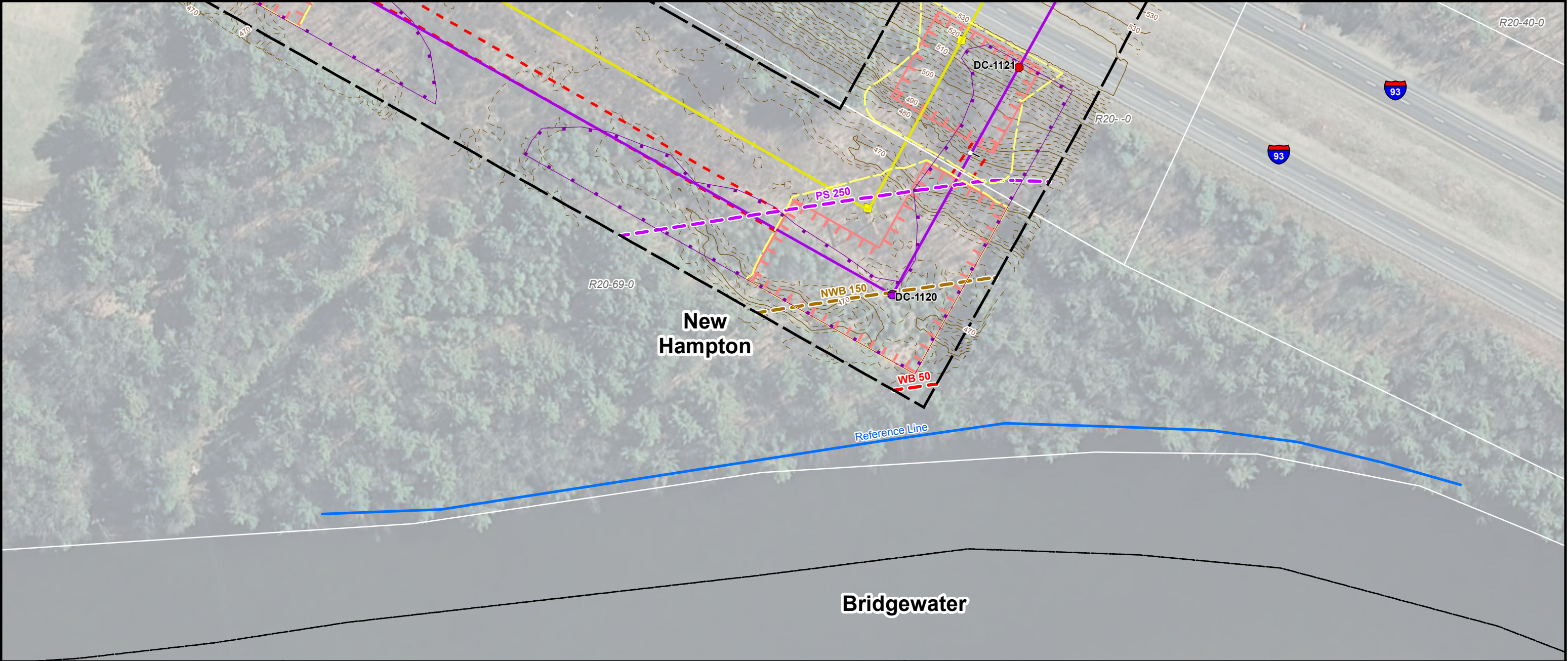
The Northern Pass project work within four Protected Shoreland sites along the Pemigewasset River in New Hampton includes the installation of three new monopoles structures and the relocation of two monopoles as shown in the project plans (Appendix A). Additionally, two poles will be removed from within the Protected Shoreland at these sites. Four temporary construction vehicle access paths will be established, as well as four temporary construction pads. In addition, 72,310 square feet of trees greater than 20 feet tall will need to be cut or trimmed within the existing ROW. Erosion control will be installed east of the river to prevent impacts to both delineated wetlands and the river. For all work within the shoreland buffer, tree stumps will be left in place except where excavation is needed for structure foundations, and shrub and herbaceous vegetation will be left undisturbed wherever possible.

New Hampton Pemigewasset River Summary	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'- 250' Shoreland Buffer	Total Impacts at Shoreland locations
<b>Temporary Impacts</b>	6,752 sq. ft.	37,369 sq. ft.	64,783 sq. ft.	108,904 sq. ft.
<b>Permanent Impacts</b>	0 sq. ft.	155 sq. ft.	75 sq. ft.	230 sq. ft.
<b>Pre-Construction Impervious Surface Area</b>	0 sq. ft.	14 sq. ft.	7 sq. ft.	21 sq. ft.
<b>Post-Construction Impervious Surface Area</b>	0 sq. ft.	155 sq. ft.	82 sq. ft.	237 sq. ft.

## ■ Appendix A Plan Set

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Existing Conditions

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

USGS 10' Contour

USGS 2' Contour

Stream Centerlines

- Perennial
- Intermittent
- Ephemeral

Delineated Waterbodies

- Perennial
- Intermittent
- Ephemeral
- Local Setbacks

Proposed Conditions

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

Temporary Wetlands Matting (16'x 16')

Erosion and Sedimentation Control BMPs

Erosion and Sedimentation Control BMPs (Steep Slope)

Temporary Limit of Disturbance - Construction Pad

Limits of Permanent Vegetation Clearing

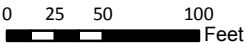
UG Splice Vaults

Trenched UG

Trenchless UG



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

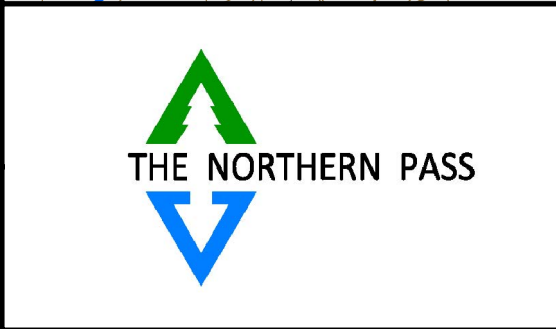
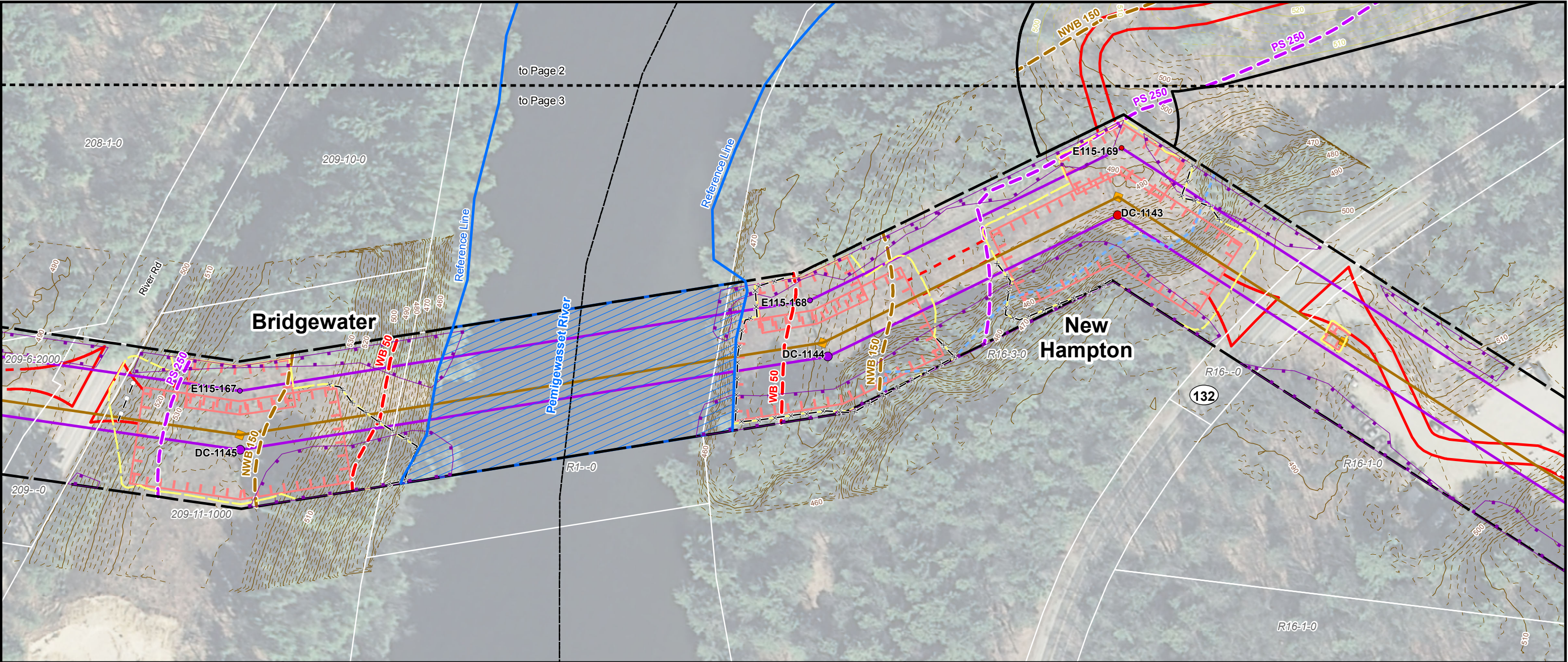


NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	0	0	0	0	0
Natural Woodland Buffer (150')	7,731	7,679	52	0	52
Protected Shoreland (250')	20,156	23,140	11	7	18
Total	27,887	30,819	63	7	71
May not sum to total due to rounding					

Source: NHDOT 2010 and 2011 Aerials; New Hampshire GRANIT GIS Data; Coler & Colantonio; Normandeau; Burns & McDonnell.





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

- USGS 10' Contour
- USGS 2' Contour
- Perennial
- Intermittent
- Ephemeral

Delineated Waterbodies

- Perennial
- Intermittent
- Ephemeral
- Local Setbacks

Proposed Conditions

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- Proposed New Right of Way
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- Temporary Construction Pad
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- New Access Route

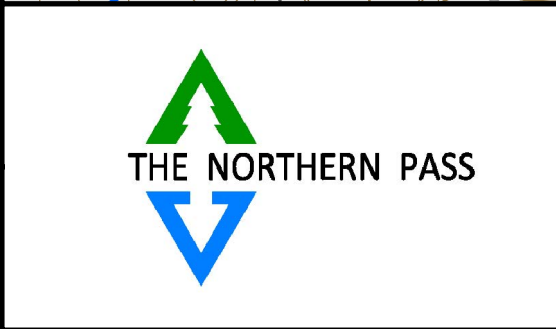
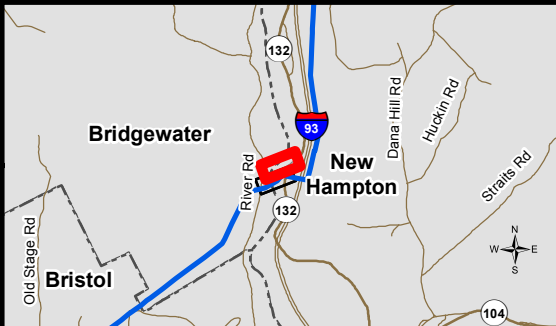
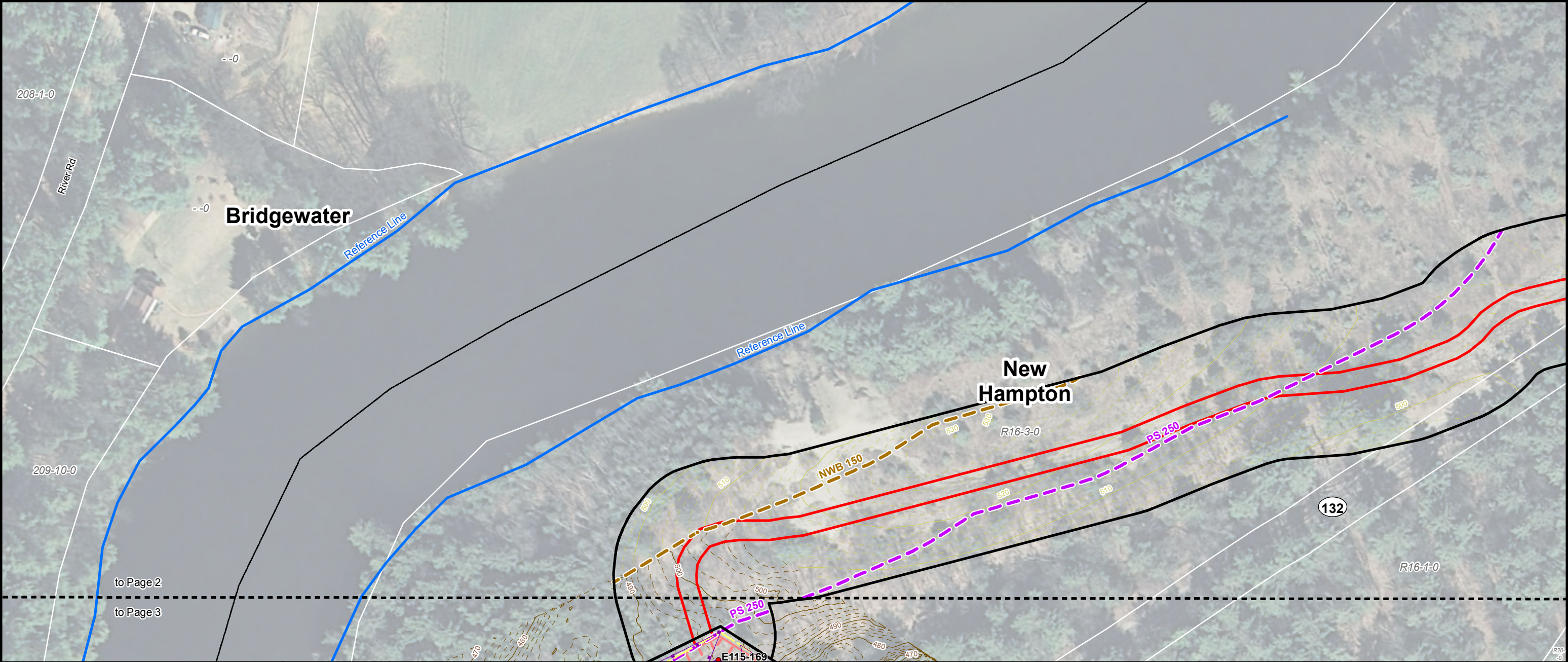
- Temporary Wetlands Matting (16'x 16')
- Erosion and Sedimentation Control BMPs
- Erosion and Sedimentation Control BMPs (Steep Slope)
- Temporary Limit of Disturbance - Construction Pad
- Limits of Permanent Vegetation Clearing
- UG Splice Vaults
- Trenched UG
- Trenchless UG

NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	2,208	6,752	0	0	0
Natural Woodland Buffer (150')	4,309	14,750	83	7	83
Protected Shoreland (250')	6,342	7,985	0	0	0
Total	12,859	29,486	83	7	83
May not sum to total due to rounding					
THE NORTHERN PASS PROPOSED ROUTE			Pemigewasset River, New Hampton		
Date: 10/8/2015	DRAWN: LD				Page 02

Source: NHDOT 2010 and 2011 Aerials; New Hampshire GRANIT GIS Data; Coler & Colantonio; Normandeau; Burns & McDonnell.





Existing Conditions

Existing Structure

Existing Structure to be Removed

Existing Transmission Line

Existing Transmission Line to be Removed

Delineated Wetlands

Tax Parcels

Existing Right of Way

10' Index Contour

2' Interval Contour

USGS 10' Contour

USGS 2' Contour

Stream Centerlines

Perennial

Intermittent

Ephemeral

Delineated Waterbodies

Perennial

Intermittent

Ephemeral

Local Setbacks

Proposed Conditions

Proposed Structure - No Shoreland Impact

Proposed Structure - Shoreland Impact

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UG Splice Vaults

Trenched UG

Trenchless UG

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

0

25

50

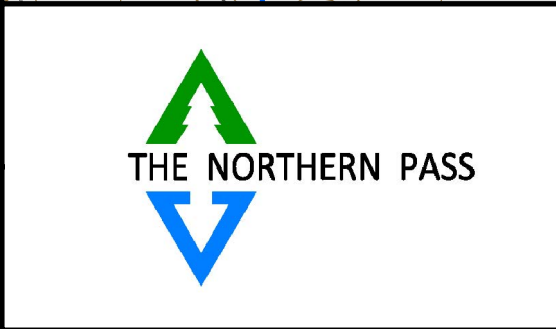
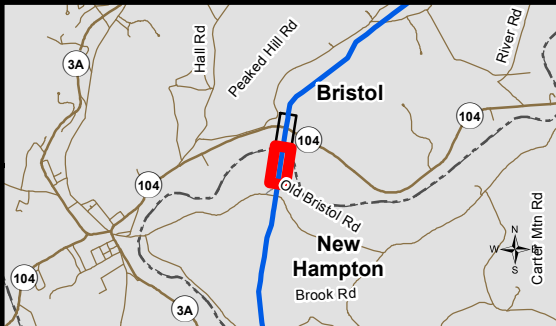
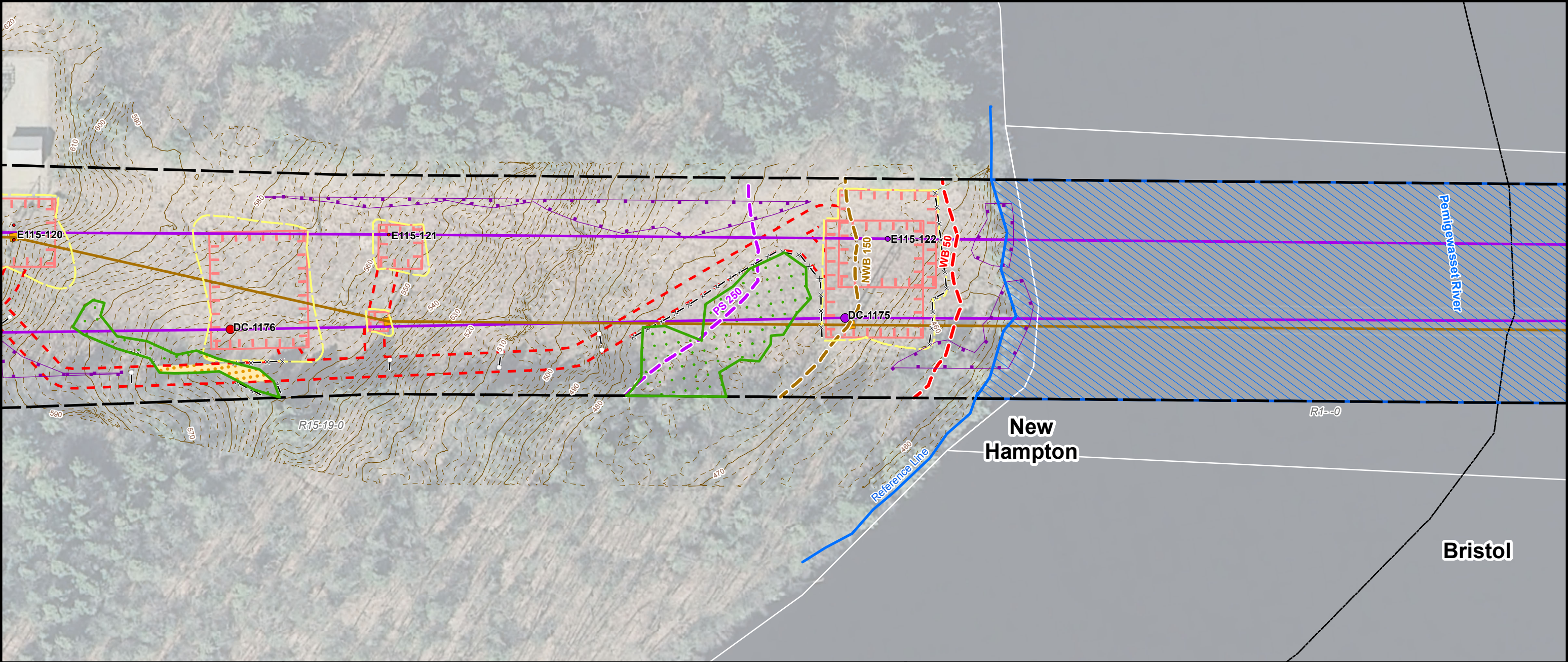
100

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	Post - Construction
Waterfront Buffer (50')	0	0	0	0	0
Natural Woodland Buffer (150')	0	76	0	0	0
Protected Shoreland (250')	0	13,801	0	0	0
Total	0	13,876	0	0	0
May not sum to total due to rounding					
THE NORTHERN PASS PROPOSED ROUTE			Pemigewasset River, New Hampton		
Date: 9/8/2015	DRAWN: LD				Page 03

Source: NHDOT 2010 and 2011 Aerials; New Hampshire GRANIT GIS Data; Coler & Colantonio; Normandeau; Burns & McDonnell.





Existing Structure

Existing Structure to be Removed

Existing Transmission Line

Existing Transmission Line to be Removed

Delineated Wetlands

Tax Parcels

Existing Right of Way

10' Index Contour

2' Interval Contour

USGS 10' Contour

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Stream Centerlines

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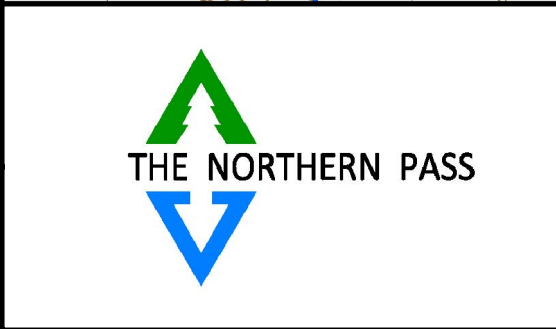
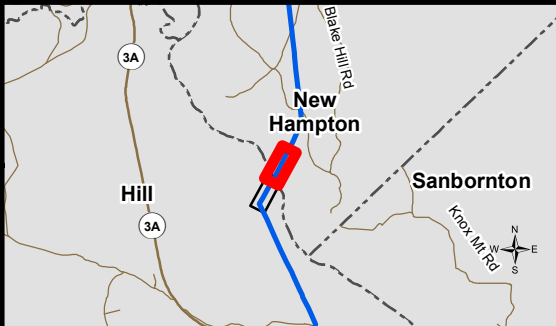
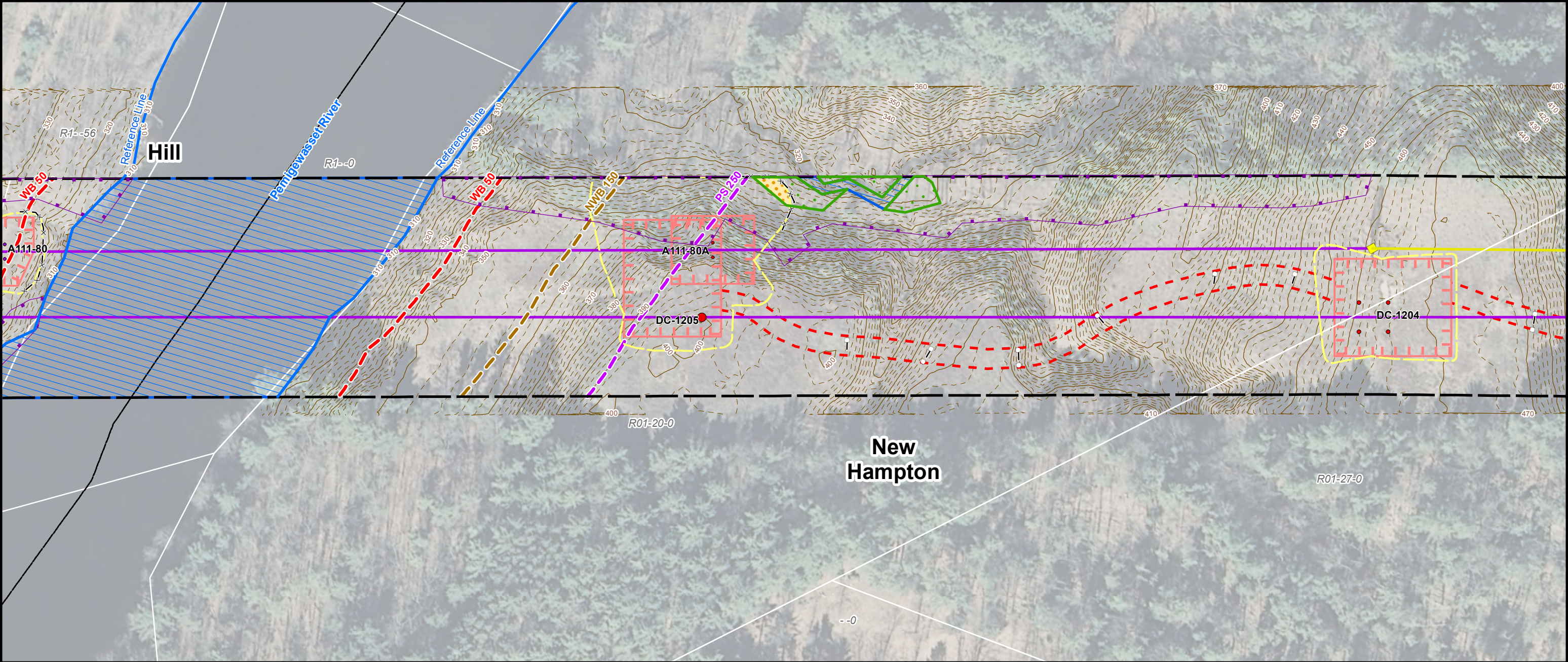
Trenched UG

Trenchless UG

NHDES Shoreland Permit Application Plans					
SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	3,848	0	0	0	0
Natural Woodland Buffer (150')	907	14,127	20	7	20
Protected Shoreland (250')	669	6,762	64	0	64
Total	5,423	20,889	83	7	83
May not sum to total due to rounding					
THE NORTHERN PASS PROPOSED ROUTE			Pemigewasset River, New Hampton		
Date: 10/8/2015	DRAWN: LD				Page 04

Source: NHDOT 2010 and 2011 Aerials; New Hampshire GRANIT GIS Data; Coler & Colantonio; Normandeau; Burns & McDonnell.





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- Existing Transmission Line to be Removed
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Trenchless UG

NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	1,252	0	0	0	0
Natural Woodland Buffer (150')	4,601	737	0	0	0
Protected Shoreland (250')	7,429	13,092	0	0	0
Total	13,282	13,830	0	0	0
May not sum to total due to rounding					

THE NORTHERN PASS PROPOSED ROUTE

Pemigewasset River, New Hampton

Date: 10/8/2015

DRAWN: LD

Page 05



## ■ Appendix B

### Property Deeds

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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.



**NORTHERN PASS TRANSMISSION PROJECT  
EASEMENT ABSTRACT FORM**

---

**General Information:**

Document Number: DHA 9632 Existing Line Number: E-115  
Mile Sheet Number: 5 PSNH Easement Form Ref ID: \_\_\_\_\_  
Other: RED FLAGGED  
Grantor: State Of New Hampshire  
Grantee: Public Service Company Of New Hampshire  
Town/City & County: New Hampton County: Belknap  
Easement, Fee or Taking (Choose One): FEE  
Easement Configuration:  
☐ A. Constant Width \_\_\_\_\_ Ft  
☐ B. Metes & Bounds  
☒ C. Other  
Additional Comments: \_\_\_\_\_  
Date of Instrument Execution: 6/23/1932 Book: 204 Page: 219

**Joint Use Agreement:** \_\_\_\_\_ (YES/NO)

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

**Reference Document:** \_\_\_\_\_ (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: \_\_\_\_\_
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

# NPT Easement Abstract

Additional Comments: \_\_\_\_\_

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: \_\_\_\_\_

0. **Rights to Install Access Roads Within Easement Area:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_

1. **Guy Wires/Support Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_

2. **Chemical Spray Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_

3. **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: \_\_\_\_\_

4. **Right to Prohibit Grading or Excavation:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_

5. **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: \_\_\_\_\_

4. **Wires Only/No Structures:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_

5. **Crop Damage Liability:** ☐ Yes ☐ No ☒ N/A – Fee Parcel

Additional Comments: \_\_\_\_\_



NPT Easement Abstract

---

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

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

**Comments/Remarks:**

**Additional Easement Rights/Limitations:** \_\_\_\_\_

**Property Comments:** \_\_\_\_\_

**Created By (C&C):** GMN 2/10/2011

**Checked By (C&C):** \_\_\_\_\_

**Legal Reviewed By:** KB & JV 3/2/2011

**Approved By (NPT):** \_\_\_\_\_

JUN 1932

W. H. DEPT.  
FIDELITY & ACC.

## KNOW ALL MEN BY THESE PRESENTS:

THAT the State of New Hampshire, by John G. Winant, Governor, and Charles B. Hoyt, William S. Davis, James J. Powers, Fred T. Wadleigh and William B. McInnis, Councilors, under the authority granted by Public Laws, chapter 19, section 29-a, as inserted by chapter 105 of the Laws of 1931, and in accordance with the recommendation of Winthrop Parker, Fish and Game Commissioner, dated April 27, 1932, and the vote of the governor and council of May 28, 1932, for and in consideration of the sum of seven hundred and fifty dollars, (\$750) to it in hand before the delivery hereof, well and truly paid by the Public Service Company of New Hampshire, a corporation duly organized by law and having its principal place of business at Manchester in the County of Hillsborough and said state, has remised, released and forever QUITCLAIMED, and by these presents, does remise, release and forever quitclaim unto the said grantee and its successors and assigns forever a certain tract of land situated in New Hampton, New Hampshire, being a part of the Dickerman Hatchery property, so called, to an elevation not exceeding 459.33 of the United States Geological Survey, said parcel of land being described as follows:

Beginning at a stone bound on the bank of the Pemigewasset River, said bound being the southwesterly corner of the herein described premises, thence northeasterly and northerly by the river bank a distance of 682 feet more or less, to a stone bound also on the bank of the Pemigewasset River being the northwesterly corner of the premises, thence easterly a distance of 80 feet more or less, along the north line of said Hatchery property to a point on the flow line, said flow line being at elevation 459.33 feet above mean sea level as established by the United States Geological Survey, thence southeasterly and easterly along said flow line to a point where it crosses the brook, thence westerly and southerly to a point where the flow line crosses the south line of the said Hatchery property, thence westerly along said south line in a westerly direction, a distance of 60 feet, more or less, to the point of beginning, meaning and intending to describe all of the Dickerman Hatchery property which lies below an elevation of 459.33 feet above mean sea level as established by the United States Geological Survey and containing 7.45 acres more or less.

Reference being hereby made for a more particular description to a map of the said premises on file in the office of the Public Service Commission and designated Exhibit 4 and numbered R 4523 P.

Meaning and intending hereby to convey a part of the premises conveyed to the State of New Hampshire by Charles E. Dickerman and wife November 4, 1919, recorded in Belknap County Registry vol. 155, pages 129-133.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said grantee and its successors and assigns forever.

IN WITNESS WHEREOF John G. Winant, Governor, Charles B. Hoyt, William S. Davis, James J. Powers, Fred T. Wadleigh, and William B. McInnis, Councilors,

thereunto duly authorized, have set the name and seal of the State of  
New Hampshire this 23<sup>rd</sup> day of June in the year of  
our Lord, 1932.

Signed, sealed and  
delivered in the  
presence of:

STATE OF NEW HAMPSHIRE

*Enoch Fuller*  
Secretary of State  
as to all.

By

*John G. Winant*  
Governor

*Charles B. Hoyt*

*William S. Davis*

*James J. Powers*

*Fred T. Wadleigh*

*W. B. McInnis*  
Councilors



State of New Hampshire  
Merrimack SS

June 23, 1932

Personally appeared the above named John G. Winant, Charles B. Hoyt,  
William S. Davis, James J. Powers, Fred T. Wadleigh and W. B. McInnis

and acknowledged the foregoing instrument to be the voluntary act and deed  
of the State of New Hampshire.

Before me,

*Enoch Fuller*  
Justice of the Peace.



BRIDGEMAN COUNTY REGISTRY,  
RECEIVED: JUNE 30 1932.  
P.M. 30 P.M. A.M.  
RECORDED BOOK 204 Page 219  
RECEIVED BY  
*[Signature]*  
REGISTERED.

118

JIA-55

COMMISSIONERS' RETURN  
OF

HIGHWAY LAYOUT

NEW HAMPTON - BRIDGEWATER LSI-93-2(1), P-7630

1967

On August 31, 1966, Governor and Council appointed:

Tracy M. Spalding, Plainfield  
Merton J. Sargent, Newport  
Reynold D. Guilmette, Lancaster

a Commission to lay out the proposed addition to Interstate Route 93 in the Towns of New Hampton and Bridgewater and we the undersigned being duly sworn and having proceeded with the duties to which we were appointed in accordance with the location determined by the Commissioner, Department of Public Works and Highways, held the required hearing in the Selectmen's Room in New Hampton on the 26th day of October 1966 at 1:30 P. M., and having heard the evidence and the investigation we have made we have determined that there is occasion for the necessity of the addition to Interstate Route 93 in the Towns of New Hampton and Bridgewater as petitioned for.

We hereby describe the lands, rights and easements acquired by purchase or as laid out hereby which are necessary for the said addition in the Towns of New Hampton and Bridgewater.

We hereby take an easement for scenic strip purposes over the following described tracts of land, said easement to include the right to enter upon the land for the purpose of cutting brush and the removal of other unsightly growth and material, said easement to PROHIBIT the construction of any buildings, signs or structures or any roads or ditches EXCEPTING such temporary woods roads as may be necessary for the removal of wood and timber, said easement to PROHIBIT the disposal of refuse of any sort upon said land and PROHIBIT the removal of topsoil or any other material EXCEPTING the wood and timber which shall be removed in the following manner:

Any tree having a diameter of twelve (12") inches or over measured at a distance of four (4') feet from the ground may be cut by the owner and removed so long as selective cutting practices are followed and the trees for cutting are marked by a qualified Forester and specific permission is granted the owner for such removal by the Commissioner of Public Works and Highways, and when viewed from the highway a forest view will be preserved that is free of stripped and cut-off areas and brush piles. The brush shall be piled in such a way that it will decompose as rapidly as possible. Wood roads shall not leave a permanent scar in the area and the practice of bulldozing the trees and topsoil to the sides of the wood road shall be avoided. Any equipment used for the cutting and removal of the wood and timber shall not be left in the area.

LMJ  
KRG

The owner of the lands shall retain his fee title and shall retain the right to use of the land for all recreational and agricultural purposes including dockage rights in the Pemigewasset River.

No right is taken for any use by the general public in the tracts of land except as authorized by their owners.

Tract # 1 - Beginning at a point one hundred (100') feet Westerly of Station 1892 + 50 Southbound Center Line as appears on Project plans New Hampton I-93-2(54)69, P-4600-A on file in the records of the New Hampshire Department of Public Works and Highways and to be recorded in the Belknap County Registry of Deeds; thence running Westerly perpendicular to said Southbound Center Line to a point fifty (50') feet Easterly of measured perpendicular to the Center Line of Reconstructed Route 3-B; thence running Northerly parallel to Route 3-B Center Line to a point directly opposite Station 69 + 00 Route 3-B Center Line; thence running Westerly one hundred (100') feet to a point directly opposite Station 69 + 00; thence running Southerly, Westerly and Southerly with the Westerly Right-of-Way Line of Reconstructed Route 3-B Center Line to a point directly opposite Station 1877 + 00 Southbound Center Line; thence running Westerly perpendicular to the Southbound Center Line to a point in the Easterly bank of the Pemigewasset River; thence running Northerly with said bank of the river to a point in the Southerly Side Line of a Public Service Company transmission line easement, said point being about one thousand (1,000') feet Westerly of Station 1900 + 00 Southbound Center Line; thence running Northeasterly with the Side Line of the transmission line easement to a point directly opposite Station 1905 + 00 Southbound Center Line; thence running Easterly perpendicular to the Southbound Center Line to a point in the Westerly Side Line of Route 3-B; thence running Southerly with said Side Line to a point which would be in the extension of the Division Line on the Westerly side of Route 3-B between the properties of the LUTHER DRAKE ESTATE and THE STATE OF NEW HAMPSHIRE; thence running Northeasterly with an extension of and the Division Line to the Westerly Right-of-Way Line of Interstate Route 93; thence running Southerly with said Right-of-Way Line to the point of beginning.

*Em.*

*PKL*

Tract # 2 - Beginning at a point in the Easterly Side Line of the so-called River Road running between Plymouth and Bristol, said point being in the Division Line of land of ELWOOD PERKINS and RONALD E. AND BEATRICE E. TOWNE; thence running Easterly with said Division Line a distance of one hundred twenty-five (125') feet; thence running Northerly to a point in the Division Line of land of ELWOOD PERKINS and WILLIAM BYRON, said point being two hundred (200') feet Easterly of the Easterly Side Line of the so-called River Road measured along said Division Line; thence running Easterly with said Division Line to the Westerly bank of the Pamigewasset River; thence running Southerly with the Westerly bank of the river to a point which would be on the extension of a line five hundred (500') feet Southerly of the Southerly Division Line of CHESTER BUSHAW and LARAMIE AND MARY JANE GILPATRICK and perpendicular to the Easterly Side Line of the River Road; thence running Westerly along the last-described line to a point four hundred (400') feet distant from the Easterly Side Line of the River Road; thence running Northerly to a point which would be three hundred (300') feet Easterly from the Easterly Side Line of the River Road measured on an extension of the Southerly Division Line between CHESTER BUSHAW and LARAMIE AND MARY JANE GILPATRICK; thence running Northerly to a point in the Division Line of land of RONALD E. AND BEATRICE E. TOWNE and LARAMIE AND MARY JANE GILPATRICK, said point being two hundred (200') feet Easterly of the Easterly Side Line of the River Road measured along said Division Line; thence running Westerly with said Division Line to the Easterly Side Line of the River Road; thence running Northerly with said Side Line of the River Road to the point of beginning. And,

for the damages for the above-described takings, we award damages to owners of land as listed below:

Laramie Gilpatrick and Mary Jane Gilpatrick and Bristol Savings Bank	\$ 300.00
Ronald E. Towne and Beatrice E. Towne	750.00

Page - 4 -

Elwood Perkins \$ 50.00

Luther M. Drake Estate 500.00

Public Service Co. of N. H. 200.00

Given under our hands this 13<sup>th</sup> day of March, A.D., 1967.

Tracy M. Spalding

Raymond W. Guilmette

COMMISSIONERS

Prepared by: SSC  
Checked by: SSC

**PUBLIC SERVICE**  
Company of New Hampshire

INTRA-COMPANY BUSINESS MEMO

Subject **Beautification Easement**From **R. E. Smith** DistrictDate **March 30, 1967**To **E. M. Morganstern**

Reference:

Enclosed is check in the amount of \$200 from State of New Hampshire to Public Service Company of New Hampshire in payment for a beautification easement in New Hampton, New Hampshire as shown on Company Document No. JIA-55 dated March 13, 1967.

This is set up on the property records under Land and Rights - Ayers Island Acquired by Public Service Company of New Hampshire Account 330 New Hampton.

Item #12, Dean, Benjamin DDA-207 2/26/30 \$10,000

Item #13, Peavey, Gordon B. DDA-113 2/26/30 \$ 5,500

Please retire \$130 against DDA-207 and \$70 against DDA-213.

---

R. Emery Smith

RES:b  
Enclosure

118

JIA-55

COMMISSIONERS' RETURN  
OF  
HIGHWAY LAYOUT  
NEW HAMPTON - BRIDGEWATER LSI-93-2(1), P-7630  
1967

On August 31, 1966, Governor and Council appointed:

Tracy M. Spalding, Plainfield  
Merton J. Sargent, Newport  
Reynold D. Guilmette, Lancaster

a Commission to lay out the proposed addition to Interstate Route 93 in the Towns of New Hampton and Bridgewater and we the undersigned being duly sworn and having proceeded with the duties to which we were appointed in accordance with the location determined by the Commissioner, Department of Public Works and Highways, held the required hearing in the Selectmen's Room in New Hampton on the 26th day of October 1966 at 1:30 P. M., and having heard the evidence and the investigation we have made we have determined that there is occasion for the necessity of the addition to Interstate Route 93 in the Towns of New Hampton and Bridgewater as petitioned for.

We hereby describe the lands, rights and easements acquired by purchase or as laid out hereby which are necessary for the said addition in the Towns of New Hampton and Bridgewater.

We hereby take an easement for scenic strip purposes over the following described tracts of land, said easement to include the right to enter upon the land for the purpose of cutting brush and the removal of other unsightly growth and material, said easement to PROHIBIT the construction of any buildings, signs or structures or any roads or ditches EXCEPTING such temporary woods roads as may be necessary for the removal of wood and timber, said easement to PROHIBIT the disposal of refuse of any sort upon said land and PROHIBIT the removal of topsoil or any other material EXCEPTING the wood and timber which shall be removed in the following manner:

Any tree having a diameter of twelve (12") inches or over measured at a distance of four (4') feet from the ground may be cut by the owner and removed so long as selective cutting practices are followed and the trees for cutting are marked by a qualified Forester and specific permission is granted the owner for such removal by the Commissioner of Public Works and Highways, and when viewed from the highway a forest view will be preserved that is free of stripped and cut-off areas and brush piles. The brush shall be piled in such a way that it will decompose as rapidly as possible. Wood roads shall not leave a permanent scar in the area and the practice of bulldozing the trees and topsoil to the sides of the wood road shall be avoided. Any equipment used for the cutting and removal of the wood and timber shall not be left in the area.

*LMJ*  
*R. H. G.*

The owner of the lands shall retain his fee title and shall retain the right to use of the land for all recreational and agricultural purposes including dockage rights in the Pemigewasset River.

No right is taken for any use by the general public in the tracts of land except as authorized by their owners.

Tract # 1 - Beginning at a point one hundred (100') feet Westerly of Station 1892 + 50 Southbound Center Line as appears on Project plans New Hampton I-93-2(54)69, P-4600-A on file in the records of the New Hampshire Department of Public Works and Highways and to be recorded in the Belknap County Registry of Deeds; thence running Westerly perpendicular to said Southbound Center Line to a point fifty (50') feet Easterly of measured perpendicular to the Center Line of Reconstructed Route 3-B; thence running Northerly parallel to Route 3-B Center Line to a point directly opposite Station 69 + 00 Route 3-B Center Line; thence running Westerly one hundred (100') feet to a point directly opposite Station 69 + 00; thence running Southerly, Westerly and Southerly with the Westerly Right-of-Way Line of Reconstructed Route 3-B Center Line to a point directly opposite Station 1877 + 00 Southbound Center Line; thence running Westerly perpendicular to the Southbound Center Line to a point in the Easterly bank of the Pemigewasset River; thence running Northerly with said bank of the river to a point in the Southerly Side Line of a Public Service Company transmission line easement, said point being about one thousand (1,000') feet Westerly of Station 1900 + 00 Southbound Center Line; thence running Northeasterly with the Side Line of the transmission line easement to a point directly opposite Station 1905 + 00 Southbound Center Line; thence running Easterly perpendicular to the Southbound Center Line to a point in the Westerly Side Line of Route 3-B; thence running Southerly with said Side Line to a point which would be in the extension of the Division Line on the Westerly side of Route 3-B between the properties of the LUTHER DRAKE ESTATE and THE STATE OF NEW HAMPSHIRE; thence running Northeasterly with an extension of and the Division Line to the Westerly Right-of-Way Line of Interstate Route 93; thence running Southerly with said Right-of-Way Line to the point of beginning.

*Em*

*Reg*



Tract # 2 - Beginning at a point in the Easterly Side Line of the so-called River Road running between Plymouth and Bristol, said point being in the Division Line of land of ELWOOD PERKINS and RONALD E. AND BEATRICE E. TOWNE; thence running Easterly with said Division Line a distance of one hundred twenty-five (125') feet; thence running Northerly to a point in the Division Line of land of ELWOOD PERKINS and WILLIAM BYRON, said point being two hundred (200') feet Easterly of the Easterly Side Line of the so-called River Road measured along said Division Line; thence running Easterly with said Division Line to the Westerly bank of the Pemigewasset River; thence running Southerly with the Westerly bank of the river to a point which would be on the extension of a line five hundred (500') feet Southerly of the Southerly Division Line of CHESTER BUSHAW and LARAMIE AND MARY JANE GILPATRICK and perpendicular to the Easterly Side Line of the River Road; thence running Westerly along the last-described line to a point four hundred (400') feet distant from the Easterly Side Line of the River Road; thence running Northerly to a point which would be three hundred (300') feet Easterly from the Easterly Side Line of the River Road measured on an extension of the Southerly Division Line between CHESTER BUSHAW and LARAMIE AND MARY JANE GILPATRICK; thence running Northerly to a point in the Division Line of land of RONALD E. AND BEATRICE E. TOWNE and LARAMIE AND MARY JANE GILPATRICK, said point being two hundred (200') feet Easterly of the Easterly Side Line of the River Road measured along said Division Line; thence running Westerly with said Division Line to the Easterly Side Line of the River Road; thence running Northerly with said Side Line of the River Road to the point of beginning. And,

for the damages for the above-described takings, we award damages to owners of land as listed below:

Laramie Gilpatric and Mary Jane Gilpatric and Bristol Savings Bank	\$ 300.00
Ronald E. Towne and Beatrice E. Towne	750.00

Page - 4 -

Elwood Perkins \$ 50.00

Luther H. Drake Estate 500.00

Public Service Co. of N. H. 200.00

Given under our hands this 13<sup>th</sup> day of March, A.D., 1967.

Larry M. Spalding  
Gyrod W. Gulmetti } COMMISSIONERS

Prepared by: SCO  
Checked by: SCO

**PUBLIC SERVICE**

Company of New Hampshire

INTRA-COMPANY BUSINESS MEMO

Subject Beautification Easement

From R. E. Smith District

Date March 30, 1967

To E. M. Morganstern

Reference:

Enclosed is check in the amount of \$200 from State of New Hampshire to Public Service Company of New Hampshire in payment for a beautification easement in New Hampton, New Hampshire as shown on Company Document No. JIA-55 dated March 13, 1967.

This is set up on the property records under Land and Rights - Ayers Island Acquired by Public Service Company of New Hampshire Account 330 New Hampton.

Item #12, Dean, Benjamin DDA-207 2/26/30 \$10,000

Item #13, Peavey, Gordon B. DDA-113 2/26/30 \$ 5,500

Please retire \$130 against DDA-207 and \$70 against DDA-213.

---

R. Emery Smith

RES:b  
Enclosure



JOHN O. MORTON  
COMMISSIONER

State of New Hampshire  
Department of Public Works and Highways  
Concord

March 24, 1967

Mr. Emery Smith  
Public Service Company  
Elm Street  
Manchester, New Hampshire

Dear Emery:

It is my understanding that Pete Guilmette has discussed with you the scenic easement in New Hampton and its effect upon your holdings. A copy of the Return of Layout is enclosed, as is check #518092 in the amount of two hundred (\$200.00) dollars, representing payment for same.

If acceptable, would you please sign the receipt and return for our files.

Yours very truly,

Stanton C. Otis  
Right-of-Way Engineer

SCC:djr  
Enclosures

P.S.  
Also enclosed are the  
plan sheets you asked for  
this A.M.  
SCC

COMMISSIONERS' RETURN

OF

HIGHWAY LAYOUT

NEW HAMPTON - BRIDGEWATER LSI-93-2(1), P-7630

1967





**NORTHERN PASS TRANSMISSION PROJECT  
EASEMENT ABSTRACT FORM**

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**General Information:**

Document Number: DDA 367 Existing Line Number: A-111  
Mile Sheet Number: 11 PSNH Easement Form Ref ID: Other  
Other: Deed  
Grantor: Doris M. Stephens  
Grantee: Public Service Company Of New Hampshire  
Town/City & County: New Hampton County: Belknap  
Easement, Fee or Taking (Choose One): FEE  
Easement Configuration:  
☐ A. Constant Width \_\_\_\_ Ft  
☒ B. Metes & Bounds  
☐ C. Other  
Additional Comments: "...bounded and described as follows..."  
Date of Instrument Execution: 9/26/1952 Book: 342 Page: 261

**Joint Use Agreement:**

NO (YES/NO)

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

**Reference Document:**

YES (YES/NO)

Document(s) Referenced: EGA 4404  
Additional Comments: \_\_\_\_\_

**Applicable Rights:**

1. **Overhead Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
2. **Underground Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
3. **Communication Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
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: \_\_\_\_\_

NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: "...Said premises are conveyed subject to all rights for roads, for passing and repassing..."
9. **Rights to Install Access Roads Within Easement Area:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
10. **Guy Wires/Support Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
11. **Chemical Spray Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
12. **Tree Trimming Rights:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
☐ A. Within Easement  
☐ B. Outside Easement (danger to facilities)  
☐ C. Wood Belongs to Property Owner  
☐ D. Wood Belongs to PSNH  
Additional Comments: \_\_\_\_\_
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
14. **Assignable:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_

**Applicable Limitations:**

1. **Number of Overhead and Underground Line Limitations:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
\_\_\_\_ Wood or Steel Poles  
\_\_\_\_ ☐ AND/ ☐ OR (check one) Towers  
\_\_\_\_ ☐ AND/ ☐ OR (check one) Underground  
Additional Comments: \_\_\_\_\_
2. **Voltage and or Limits Classification:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
3. **Height Elevation Limits:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
4. **Wires Only/No Structures:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
5. **Crop Damage Liability:** ☐ Yes ☐ No ☒ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
6. **Reserved Grantor Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
If yes see Additional Easement Rights/Limitations below.





NPT Easement Abstract

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

**Comments/Remarks:**

**Additional Easement Rights/Limitations:** Subject to Grantor option to purchase price not to exceed \$10,870.00

**Property Comments:** \_\_\_\_\_

**Created By (C&C):** HOG 11/16/2010

**Checked By (C&C):** HOG 11/16/2010

**Legal Reviewed By:** KMB 1/31/2001

**Approved By (NPT):** \_\_\_\_\_

## Know All Men By These Presents

That I, Doris M. Stephens

for and in consideration of the sum of One Dollar and other valuable considerations to me in hand, before the delivery hereof, well and truly paid by Public Service Company of New Hampshire, a corporation authorized and existing under the laws of the State of New Hampshire and having a principal place of business at Manchester in the County of Hillsborough and State of New Hampshire, hereinafter called the Grantee,

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Grantee its successors and assigns

forever, a certain parcel of land with the buildings thereon situated in the Town of New Hampton, County of Belknap and State of New Hampshire, bounded and described as follows:

Beginning at a post situated on the highway 240 feet from a concrete monument situated on the northerly side of the highway leading from Bristol to New Hampton and distant easterly about 30 feet from the southeast corner of a parcel of land now or late of George B. Dean; thence North 9°30' W, 300 feet to a corner post; thence North 24°30' E, 571 feet 6 inches to a cement post; thence North 79°00' E, 201 feet to a cement post; thence North 51°00' E, 189 feet to the land of Grantee; thence continuing by a contour course in a general southerly direction by land of Grantee until it meets the land now or formerly of Ralph W. Jones, said contour course delineating the contour line of the highest water to which water could be flowed by a dam having the crest of its spillway thirty feet higher than the crest of the spillway of the present dam of the Company located on the present dam of the Company located on the Pemigewasset River at Ayers Island; thence the boundary line turns and runs South 56°29' and 45 seconds W, 732.51 feet along the westerly boundary of said Jones land to the corner of the stone wall located at the southeast corner of the premises and the southwest corner of said Jones land at said Highway; thence turning, the line runs along the said Highway in a general westerly direction to the point of beginning.

Being the same premises conveyed by Warranty Deed by George B. Dean to Doris M. Stephens, September 12, 1935, and recorded in Belknap County Records, Book 218, Page 381.

Subject to the conditions of an agreement entered into by Utilities Power Company and George B. Dean, dated April 7, 1924, and recorded in Belknap County Records, Book 172, Pages 89 and 90.

Said premises are conveyed subject to all rights for roads, for passing and re-passing, and for electric transmission lines conveyed by Grantor or former owners.

In consideration of the foregoing conveyance, the Grantee, for itself and its successors and assigns, hereby covenants and agrees that in the event it or they desire to sell the above described premises, or any portion thereof, the grantor or her heirs shall first be given the option to purchase the premises to be sold at any price that may be offered by other parties, not exceeding, however, the price of \$10,870.00 for the whole, containing two parcels conveyed this day, or, if a portion only is to be sold, a pro rata portion thereof. Said option is to be exercised in writing within thirty days after the grantee or its successors or assigns, gives written notice of an intention to sell. In the event a portion only is to be sold and there is a dispute as to the maximum purchase price to be paid for the same on a pro rata basis, such dispute shall be settled by a committee of three persons, one each selected by the seller and optionee, and the third to be selected by the two so selected, the findings of such committee to be final.

Ayers Island  
420-50-7766 7-00-7767

**To Have and to Hold** the said granted premises, with all the privileges and appurtenances to the same belonging, to **it** the said grantee **its successors** ~~heirs~~ and assigns to **its** and their own proper use and benefit forever. And **I**, the said grantor, for **my self** and **my** heirs, executors and administrators, do hereby covenant, grant and agree, to and with the grantee and **its** ~~heirs~~ **successors** and assigns that until the delivery hereof **I am** the lawful owner of the said granted premises, seized and possessed thereof in **my** own right in fee simple, and ha **ve** full power and lawful authority to grant and convey the same in manner aforesaid, that the premises are free and clear from incumbrance whatsoever, ~~except~~

and that **I** will and **my** heirs, executors and administrators, shall **warrant** and **defend** the same to the said grantee and **its** ~~heirs~~ **successors** and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Waldo E. Stephens, husband of Doris M. Stephens,

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

And we do each of us hereby release to the grantee all rights of Homestead secured to us, or either  
of us, by Chapter 214 of the Public Laws of New Hampshire, any amendments thereto or other statute of said  
State, and all other rights and interests therein.

In Witness Whereof we have hereunto set our hands and seals this 26<sup>th</sup>  
day of September in the year of our Lord, nineteen hundred and 52.

Signed, sealed and delivered in the presence of:

.....  
Bonnie Miller

.....  
Doris M. Stephens  
Waldo E. Stephens



State of ~~New Hampshire~~ Oklahoma, County of Oklahoma SS.  
On this 26<sup>th</sup> day of September 1952, before me,  
the undersigned officer, personally appeared Doris M. Stephens and Waldo E. Stephens,  
known to me (or satisfactorily proven) to be the person whose name ~~s~~ are subscribed  
to the within instrument and acknowledged that they executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

.....  
Bonnie Miller  
Notary Public

Mrs. Waldo E. Stephens

6641 Avondale Drive, Oklahoma City 6, Oklahoma

October 5, 1953

Public Service Company of N.H.  
Manchester N.H.  
Attention:  
Mr. Donald E. Sinville,

Dear Mr. Sinville,

Your letter of September 10th has been received. In accordance with our agreement of a year ago when I sold my home in Bristol you have given me the option to purchase the house. As I told you in my recent conversation when I talked with you in Bristol, I am concerned naturally, that the place be sold to people who will have enough interest, and make enough effort to keep the place clean and attractive. However I do not believe that I wish to repurchase the place, and I shall feel confident that the Public Service Company will act in the public interest.

I therefore --and hereby waive my rights to the option to purchase the house.

Very sincerely yours,

*Doris Stephens*



D. E. SINVILLE

OCTOBER 22, 1952

J. A. ELMGREN

PURCHASE OF LAND AND BUILDING

We are enclosing check in the amount of \$10,553.00  
payable to the order of -

Doris M. Stephens  
Oklahoma City, Oklahoma

covering purchase of land and building in New Hampton, N. H.  
at Ayers Island Dam.

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

JAE/W  
Enc.

J. A. Elmgren

\*  
8,953.00 = DDA-367  
400.00 = DDA-366  
10,553.00 } H.O. #00-9766

DDA-367

Title Report

CAPTION PREMISES

George B. Dean  
to  
Doris M. Stephens

Warranty Deed  
Dated Sept. 12, 1935  
Rec'd Sept. 13, 1935  
Book 218, Page 381

*with the buildings thereon*  
A certain parcel of land, situate in the town of New Hampton,  
County of Belknap and State of New Hampshire, bounded and described as follows:  
Beginning at a post situated on the highway (240) feet from  
a concrete monument situated on the northerly side of the highway leading from  
Bristol to New Hampton and distant easterly about thirty feet from the southeast  
corner of a parcel of land now or late of George B. Dean; thence in a northwesterly  
direction nine degrees thirty minutes (9°30') three hundred (300) feet to a corner  
post; thence in a northeasterly direction twenty-four degrees thirty minutes (24°30')  
five hundred and seventy-one (571) feet six (6) inches to a cement post; thence  
in a northeasterly direction seventy-nine degrees (79°) two hundred one (201)  
feet to a cement post; thence in a northwesterly direction fifty one degrees  
(51°) one hundred eighty-nine (189) feet to the right-of-way-of-the-Utilities Land of  
Power Company; thence continuing by a contour course in a general easterly  
direction and later by the same contour course in a general southerly direction *by land*  
until it meets the land now or formerly of Ralph W. Jones, said contour course  
delineating the contour line of the highest water to which water could be flowed  
by a dam having the crest of its spillway thirty feet higher than the crest of  
the spillway of the present dam of the Company located on the present dam of the  
Company located in the Pemigewasset River at Hydre Island; thence the  
boundary line turns and runs outh 56° 29' and 45 seconds west, 732.51 feet along  
the westerly boundary of said Jones land, to the corner of the stone wall  
located at the southeast corner of the premises and the southwest corner of said  
Jones land at said Highway; thence turning, the line runs along the said Highway  
in a general westerly direction to the point of beginning.

*Being the same premises conveyed by warranty Deed by  
George B. Dean to Doris M. Stephens, September 12, 1935 and recorded  
in Belknap County Records, Book 218, Page 381.*

STATUS OF TITLE

Record owners: Doris M. Stephens

Encumbrances: None

*F. E. Long*  
Attorney

July 29, 1952.

WARRANTY DEED

TO

ESSEX COUNTY Records

Received November 12 1952

11 Hour 10 Minutes A. M

Recorded, Vol. 342 Page 261

Examined by

*Charles D. Hyman*  
Register





**NORTHERN PASS TRANSMISSION PROJECT  
EASEMENT ABSTRACT FORM**

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**General Information:**

Document Number: EAA 4403 Existing Line Number: A-111  
Mile Sheet Number: 11 PSNH Easement Form Ref ID: 5007-D-1-28-FF  
Other: \_\_\_\_\_  
Grantor: George B. Dean  
Grantee: Public Service Company Of New Hampshire  
Town/City & County: New Hampton County: Belknap  
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: 9/1/1928 Book: 188 Page: 245

**Joint Use Agreement:** NO (YES/NO)

Doc. Num: EGA 4404 Date of Instrument Execution: 4/7/1924 Book: 172 Page: 89

Brief Description: SEE EGA 4404

**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: Wire Rights Only within triangular piece of ground; 2 lines of poles permitted within 100 ft strip of land, each pole greater than or equal to 250 ft apart, each line greater than or equal to 40 ft apart.

5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel

NPT Easement Abstract

- Additional Comments: within 100 ft strip of land only.
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 Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
☒ A. Within Easement  
☐ B. Outside Easement (danger to facilities)  
☒ C. Wood Belongs to Property Owner  
☐ D. Wood Belongs to PSNH  
 Additional Comments: The second party agrees to cut the timber upon said right of way into merchantable lengths and the wood into 8' lengths, said timber shall remain the property of the first party.
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  
2 Wood or Steel Poles  
Towers Stricken ☐ 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: within triangular piece of ground only.
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:** This document taken from mile sheet 34 of the 66 Kv line (Garvins Falls & Ayers Island)

**Property Comments:** The second party agrees that the aforesaid triangular piece of ground shall be used for wire rights only. Not more than two lines of poles shall be erected or maintained upon the one hundred foot strip of land herein before described, and in each of said lines the poles shall be set a distance of two hundred fifty (250') or more apart. The two pole lines shall be a distance of forty feet from each other.

**Created By (C&C):** HOG 12/03/2010

**Checked By (C&C):** HOG 12/03/2010

**Legal Reviewed By:** KB & JV 1/13/2011

**Approved By (NPT):** \_\_\_\_\_

# KNOW ALL MEN BY THESE PRESENTS

That I, George B. Dean, single  
 of New Hampton County of Belnap  
 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 perpetual right and easement 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 the lands owned by the first party in the town of New Hampton in said County, bounded and described as follows:

Northerly, and Easterly by land of the second party which borders on the Pennigewasset River.

Southerly by the highway leading from Bristol to New Hampton Village, past the residence of said first party, and by land of Ralph W. Jones.

Westerly by the road leading past the residence of said first party to the Power House of said second party, and by land of said second party.

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~~ a 100 foot strip of land, 40 feet of which is the present transmission line right of way belonging to said second party, and 60 feet of which shall be a right of way strip lying parallel and adjacent to and Northerly of the aforesaid 40 foot right of way, and also within the hereinafter described triangular piece of ground. Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said line or its operation. Permission is also given to trim or remove trees and underbrush for a width of 100 feet on each side of the center line of said transmission line, as aforesaid and within a triangular piece of ground described as follows: Beginning at a stake set in the ground at the southwesterly corner of the said 40 foot right of way; thence running South  $46^{\circ}47'15''$  West about 50 feet to a stake; thence running South Easterly about 12.5 feet to a stake in the southwesterly side of said 40 foot right of way; thence North  $52^{\circ}30'$  West along the southwesterly side of said 40 foot right of way to the point of beginning.



The second party agrees that the aforesaid triangular piece of ground shall be used for a wire right only.

Not more than two lines of poles shall be erected or maintained upon the one hundred foot strip of land hereinbefore described, and in each of said lines the poles shall be set a distance of two hundred fifty (250) or more feet apart. The two pole lines shall be a distance of at least forty (40) feet from each other.

The second party agrees to cut the timber upon the right of way into merchantable lengths, and the wood into 8 foot lengths. Said timber and wood shall remain the property of the first party. Said second party also agrees to burn ~~all~~ <sup>all</sup> ~~the~~ <sup>all</sup> ~~timber~~ <sup>timber</sup> ~~all~~ <sup>all</sup> ~~refuse~~ <sup>refuse</sup> left from clearing said 100 foot right of way.

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 \$1000.00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

It is agreed that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives, 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 said second party, its successors and assigns forever.

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

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

WITNESS the hand and seal of the first party this first day of September, 1928.

In the presence of

Geo. B. Canis

George B. Dean

State of New Hampshire

Georgetown SS.

George B. Dean

personally appeared and acknowledged the foregoing instrument

Sept 1 1928

to be his voluntary act and deed. Before me,

Geo. B. Canis

Justice of the Peace  
Notary Public

State of New Hampshire

SS.

personally appeared and acknowledged the foregoing instrument

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to be voluntary act and deed. Before me,

Justice of the Peace  
Notary Public

George R. Team

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BELKNAP COUNTY REGISTRY.	
RECEIVED	<i>November 27</i> 19 <i>28</i> .
<i>2</i> h. <i>45</i> m.	<i>12</i> m.
Recorded Book 188	Page 245
Examined by	<i>Edith A. Chubb</i> Registrar.

618

THIS AGREEMENT, made this 7th day of April, 1924, by and between the UTILITIES POWER CO., a New Hampshire corporation, of the one part, and GEORGE B. DEAN of Philadelphia, in the County of Philadelphia, and State of Pennsylvania, of the other party, witnesseth that

WHEREAS the said George B. Dean has acquired from Edwin W. Stanley, a certain parcel of land described in a deed of the Utilities Power Co. to the said Edwin W. Stanley, dated March 28, 1924, being recorded herewith, constituting the upper portion of what was commonly known as the Whittier Farm parcel, and

WHEREAS the said George B. Dean has conveyed to the said Edwin W. Stanley, a certain parcel of land forming the northerly portion of the farm of said George B. Dean on the Pemigewasset River in the Town of New Hampton, County of Belknap, and State of New Hampshire, more particularly described in the deed of said George B. Dean to the said Edwin W. Stanley, dated April 5, 1924, and being recorded herewith, and

WHEREAS the said Edwin W. Stanley has conveyed the said parcel acquired by him from the said Dean unto the Utilities Power Co. in carrying out a transaction, and

WHEREAS it is now desired to provide the said George B. Dean, his heirs and assigns, should have certain rights and privileges with respect to the 30-foot private way located on the westerly boundary of said parcel conveyed by the Utilities Power Co. to the said Edwin W. Stanley, and also to give the said George B. Dean, his heirs and assigns, certain privileges with respect to crossing the land of the Utilities Power Co. lying between the water's edge of the Pemigewasset River as the water may from time to time be, and the northerly boundary of said upper portion of said Whittier Farm parcel,



NOW THEREFORE, the Utilities Power Co. does hereby agree with said George B. Dean, his heirs and assigns, that

1. It will erect and maintain across the entrance to said private way from said highway, a gate, and hereby gives the said George B. Dean, his heirs and assigns, the right in their behalf and for his own benefit to stop, warn off and if necessary eject, but upon his own responsibility, any person or persons using the said private way in an unlawful manner.
2. The said George B. Dean, his heirs and assigns, may cross and recross the space of land intervening between the water of the Pemigewasset River as it may be from time to time and the northerly boundary of said upper portion of the Whittier Farm parcel, which was conveyed by said Edwin W. Stanley to George B. Dean under deed dated April 5, 1924, being recorded herewith, at reasonably convenient places for purposes of reaching the water's edge as he may from time to time desire for all legitimate purposes.
3. That the said George B. Dean, his heirs and assigns, may at their pleasure, but at their own risk, erect and maintain at the water's edge, as it may from time to time be, wharfs, boat-houses, floats, or other structures pertaining to water sports, at reasonably convenient places.
4. That for the purposes of drawing water from the River for ordinary household uses by the houses located upon said upper portion of the Whittier Farm parcel, the said George B. Dean, his heirs and assigns, may run household pipes across the said intervening space between the said parcel and the water for this purpose.
5. The foregoing rights are given as rights appurtenant to the said upper portion of the Whittier Farm parcel,

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but are subject to such disturbances as may be caused from time to time by the raising of the dam or varying in height of the water by reason of dam structures on the premises of the Utilities Power Co.

6. When the time comes for permanently increasing the height of the present dam, the Utilities Power Co. shall give reasonable notice by mail to the owner or owners of said upper portion of said Whittier Farm parcel, as their names and addresses appeared on the Tax Collector's last assessment list.
7. That if at any time the 30-foot right of way reserved by the Utilities Power Co. along the northerly boundary of said upper portion of the Whittier Farm parcel is partially obstructed by structures erected thereon, the Utilities Power Co. will accept a right of way thirty feet wide to pass around said structures and not insist upon rights of passage in the portion of the 30-foot strip occupied by said structures.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals this 7th day of April, A. D. 1924, said Utilities Power Co. so doing by Herbert B. Rust, its President thereto duly authorized.

Witnesses.

Stanley Owen  
Lawyer

Utilities Power Company  
By Herbert B. Rust  
President.  
George B. Dean

STATE OF NEW HAMPSHIRE.

Belknap, SS.

April 7, 1924.

Personally appeared the Utilities Power Co. by its President, Herbert B. Rust, and George B. Dean, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, Stanley Owen  
Justice of the Peace.

—

Mail to  
Valentine Jones & Co.  
Merideth  
N.H.



**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 ½ 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):** \_\_\_\_\_

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.G. 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 742 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 southwesterly 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 E. 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

being also 120.0 feet westerly from and at right angle to the base line of the 100-foot strip; thence running South 50° 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 on 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 of operation thereof and 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.

*[Signature]*  
W. H. S. A.

*[Signature]*  
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 *[Signature]*  
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.

*[Signature]*  
/s/ Anabelle Landers  
Secretary (Corporate Seal)

ARLINGTON, VIRGINIA

25 May, 1953



My Commission Expires Sept. 7, 1956

Sherry B. Myers

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

Before Me.

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:

100-940-1-12

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

100-146-138-12

Elizabeth N. Rowell  
Franklin, N. H.

500.00

LEAA-2615

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

I deed to file 6/1/53

EAAR-608

• FAA-22  
8765

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. Gage  
Attorney

COPY OF DESCRIPTION  
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Ernest Mills & wife (Vera C.) to the United States of America  
by Warranty deed dated January 18, 1941

Merrimack  
County  
Records  
Lib. 581  
Vol. 536

a certain lot or parcel of land, with all the buildings and improvements thereon, situated in the Town of Bill, 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.

Title Report

CAPTION PREMISES

Rodney A. Pearsons  
to  
United States of American

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° 48' 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. Goss*  
Attorney

July 23, 1952.

Title Report

CAPTION PREMISES

Austin C. 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 Pemigewasset 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

August 12, 1952.

Frank E. George  
Attorney

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 Report

CAPTION 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° 16' 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" 259.35 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 132.5 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

August 12, 1952.

Frank E. Gray  
Attorney

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, 1943, 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° 53' 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 36.5 feet, N 49° 51' 45" E 129.3 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 232.8 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 66° 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 149.1 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. 586  
Vol. 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 B. 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 348.4 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 84° 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-

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 305.7 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 1080.2 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° 43' 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 239.8 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 239.2 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 328.0 feet, and S 55° 56' 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. 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 8° 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 256.9 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.



BELLEVUE HOSPITAL  
 RECEIVED June 10 1952  
 6 25 A.M.  
 Discharge # 556743  
*Wanda P. [unclear]*

RECEIVED  
 Arrived May 29, 10-15 A.M. 1952  
 Discharge # 731  
 Discharge # 731  
 Discharge # 731  
*Robert A. Garity*



**NORTHERN PASS TRANSMISSION PROJECT  
EASEMENT ABSTRACT FORM**

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**General Information:**

Document Number: EEA 4368 Existing Line Number: A-111  
Mile Sheet Number: 31 PSNH Easement Form Ref ID: 5007-D-5-27-S  
Other: \_\_\_\_\_  
Grantor: Bernice D. Cummings  
Grantee: Public Service Company Of New Hampshire  
Town/City & County: New Hampton County: Belknap  
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: 7/28/1928 Book: 188 Page: 242

**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 Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
☒ A. Within Easement  
☒ B. Outside Easement (danger to facilities)  
☒ C. Wood Belongs to Property Owner  
☐ D. Wood Belongs to PSNH  
Additional Comments: “The second party agrees to cut lumber upon said right of way strip into merchantable lengths and the wood into sled lengths, said lumber and wood shall remain the property of the first party.”
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel  
Additional Comments: \_\_\_\_\_
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel  
Additional Comments: ...its successors and assigns...

## **Applicable Limitations:**

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



NPT Easement Abstract

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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:** \_\_\_\_\_

**Property Comments:** \_\_\_\_\_

**Created By (C&C):** HOG 10/22/2010

**Checked By (C&C):** HOG 10/22/2010

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

**Approved By (NPT):** \_\_\_\_\_

## KNOW ALL MEN BY THESE PRESENTS

That *I Bernard D. Cummings*of *Sutton* County of *Durham*  
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 perpetual right and easement 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 the lands owned by the first party in the town of *Sutton* in said County, bounded and described as follows:

*Northely by the land of Alfred M. Kelly  
Southely by the Pemigewasset river.  
Eastly and Westly by the first party.*

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

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said line or its operation. Permission is also given to trim or remove trees and underbrush for a width of *one hundred* feet on each side of the center line of said transmission line.

*42 1/2 ft eastly & 57 1/2 ft westly of the present survey line*  
The second party agrees that before transmitting electricity over the transmission lines, rights for *as cut any* which are granted in this instrument, it will pay or tender to said first party the sum of *\$250.00*, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

*All wood and lumber to remain the property of the first party. The wood to be cut into sled length and the lumber into merchantable length.*

It is agreed that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives, 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 said second party, its successors and assigns forever.

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

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

WITNESS the hands and seals of the first party this 28<sup>th</sup> day of July, 1928.

In the presence of

Maurice H. Gordon  
Witness to both

Bernice I. Cummings  
Clarence L. Cummings

State of New Hampshire  
Merrimack SS.  
Oct. 4, 1928

Bernice I. Cummings  
and Clarence L. Cummings  
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

Herbert A. Gifford  
Justice of the Peace  
Notary Public

*Plum & Orange 80*  
*Northampton*

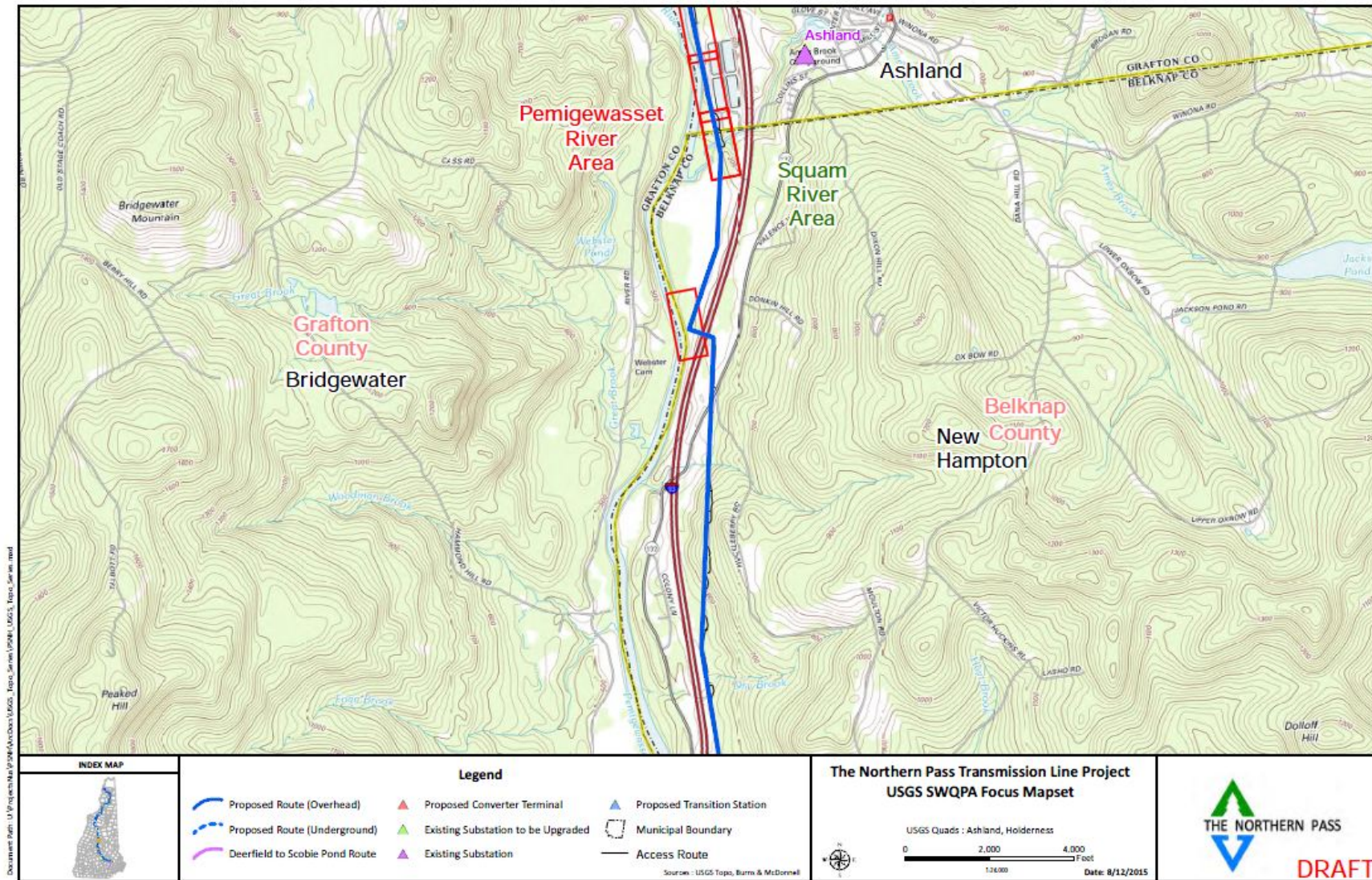
BEKNAF COUNTY REGISTRY.	
RECEIVED	November 27 1928.
11h.	00m. A. M.
Recorded Book	188 Page 242.
Examined by	
<i>[Signature]</i>	
Registrar	

*62 #14*

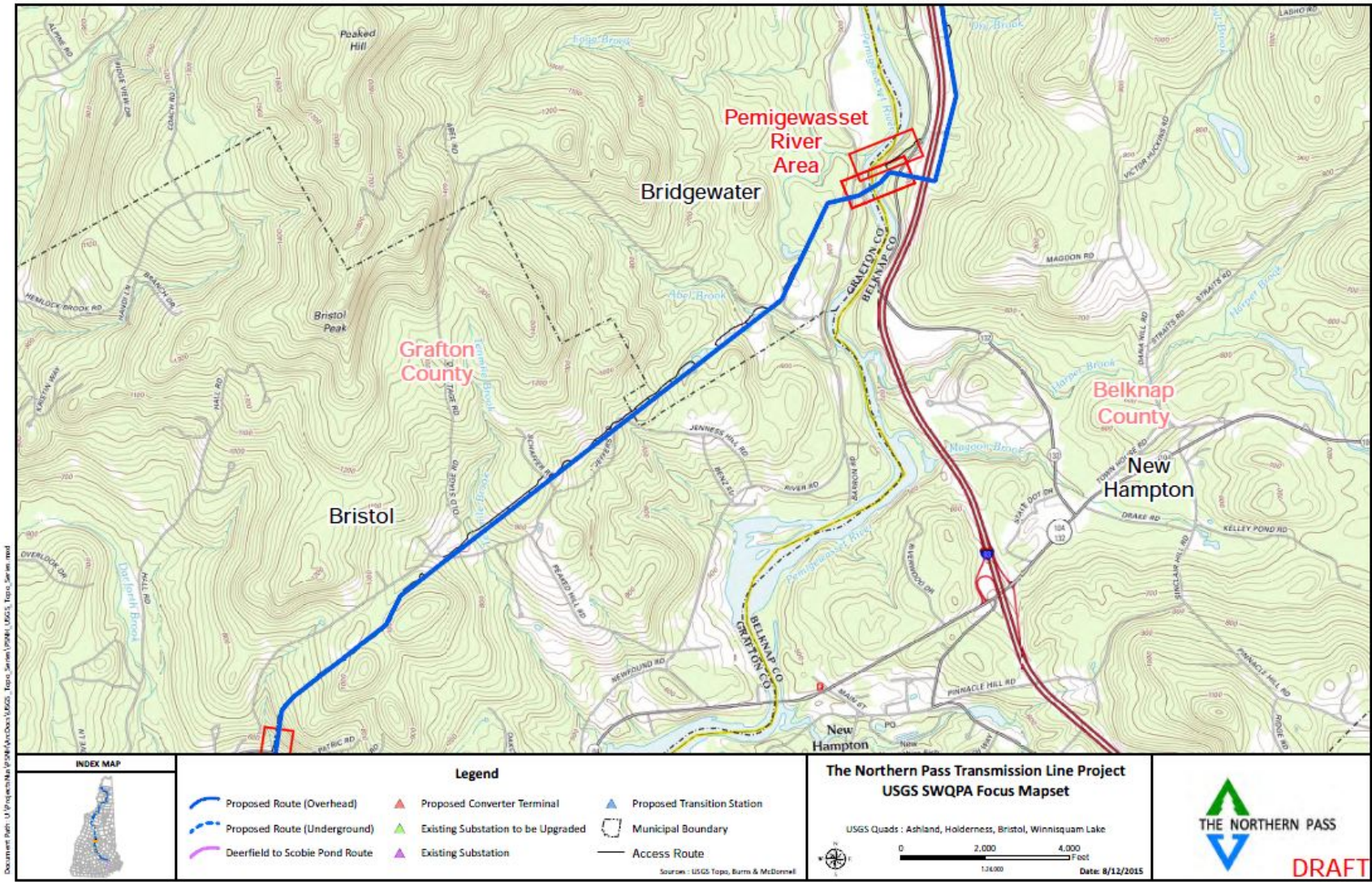


## ■ Appendix C USGS Locus Maps

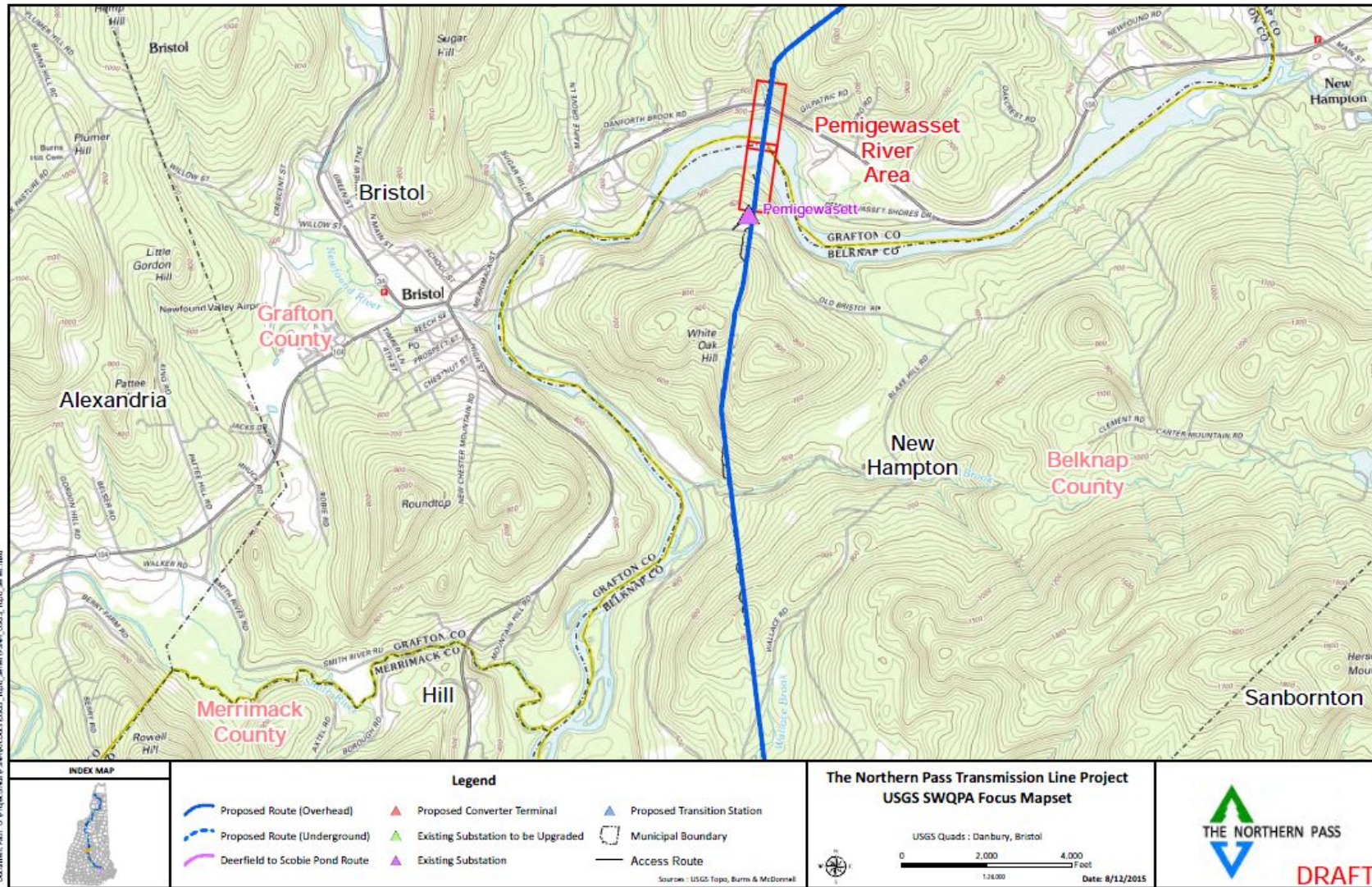
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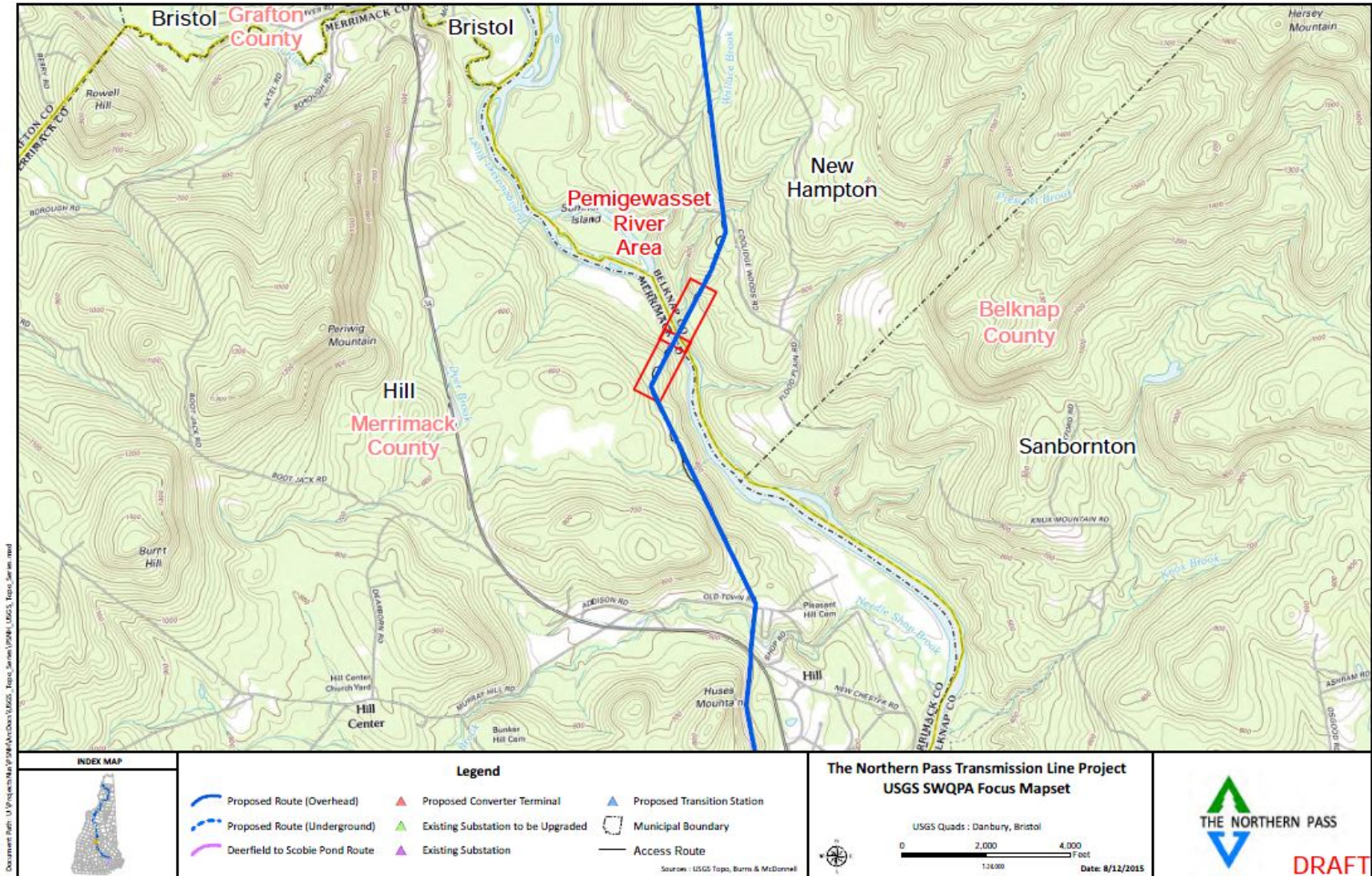








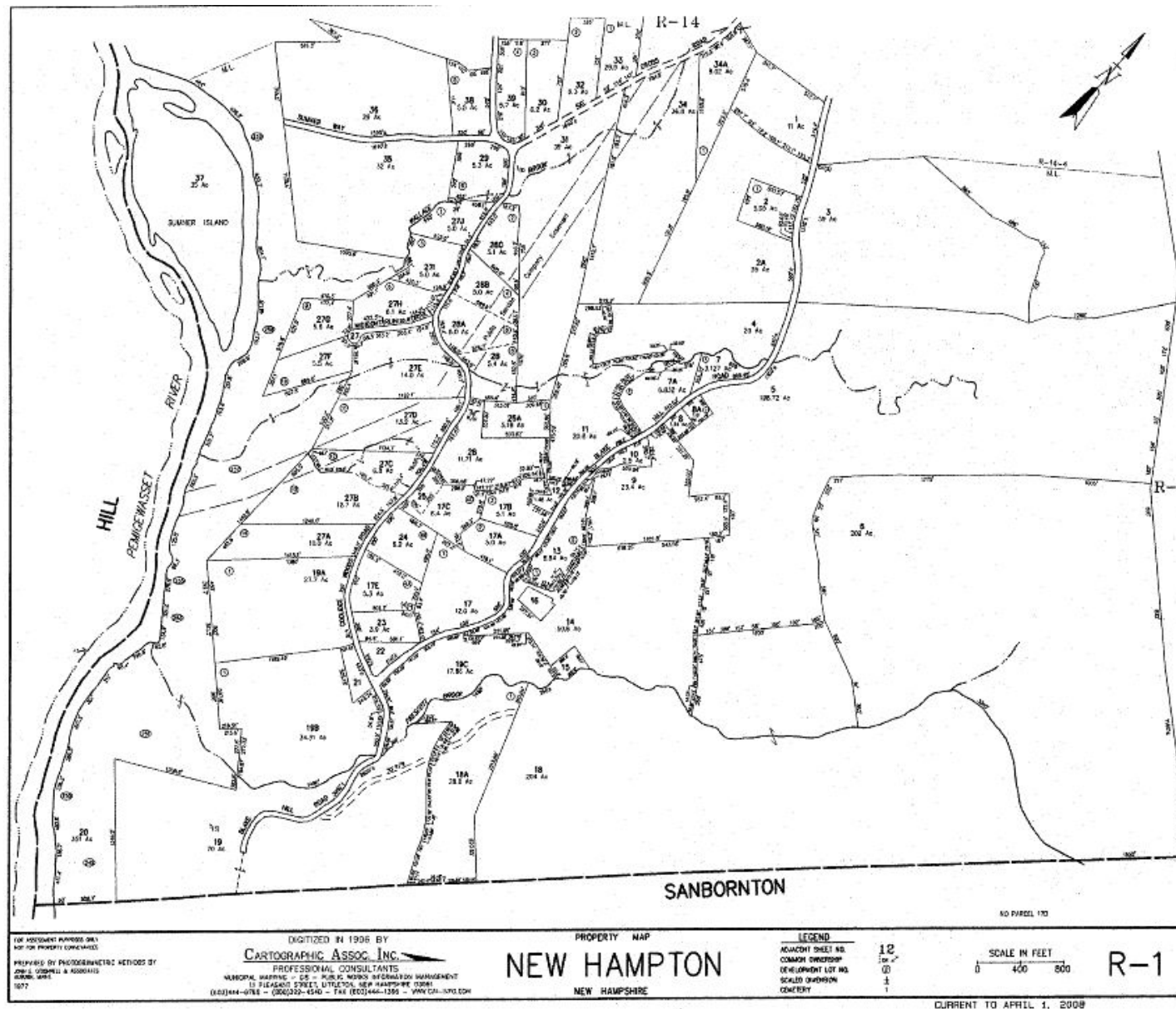






## ■ Appendix D NH Tax Maps

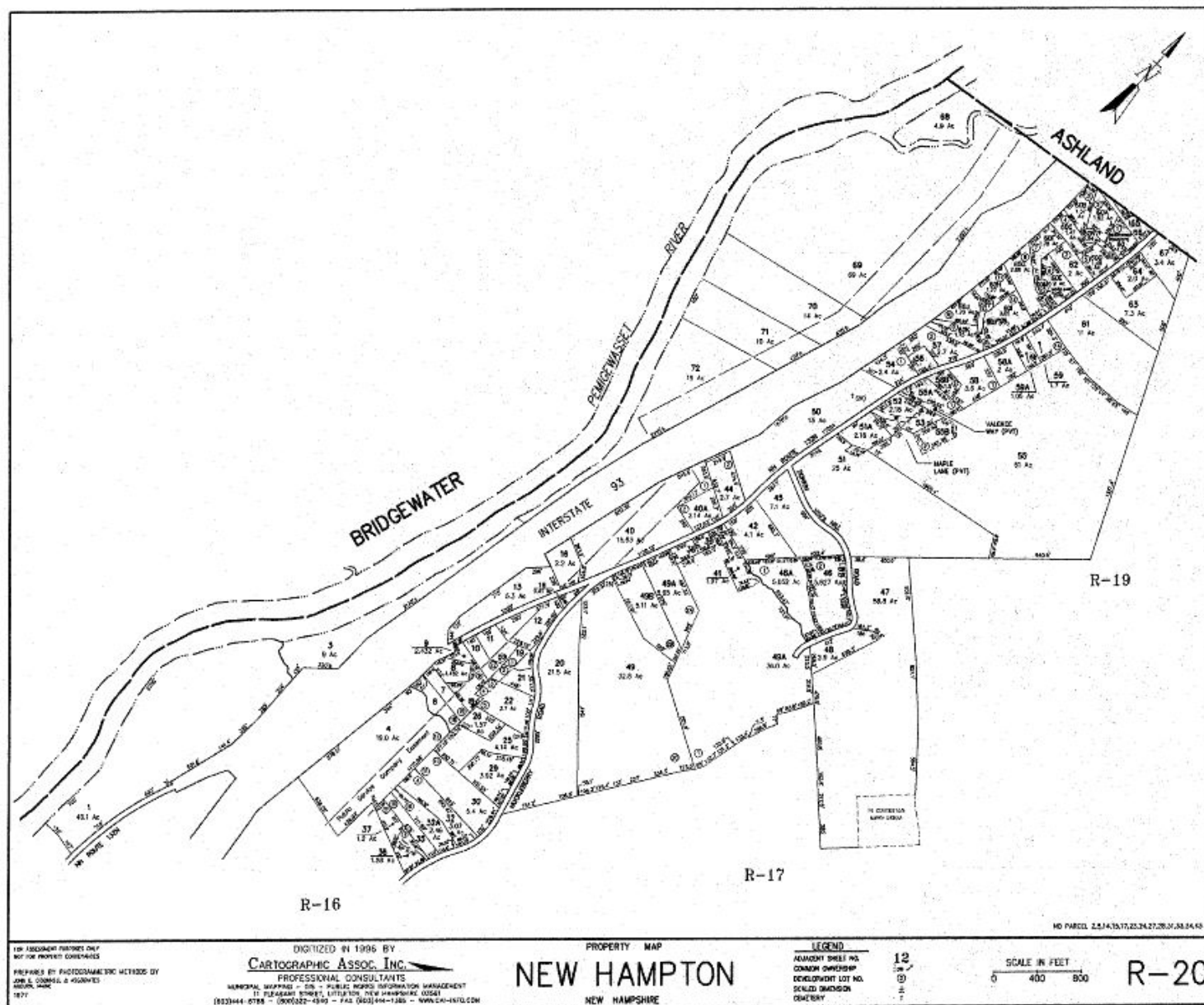
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## ■ Appendix E Representative Photos

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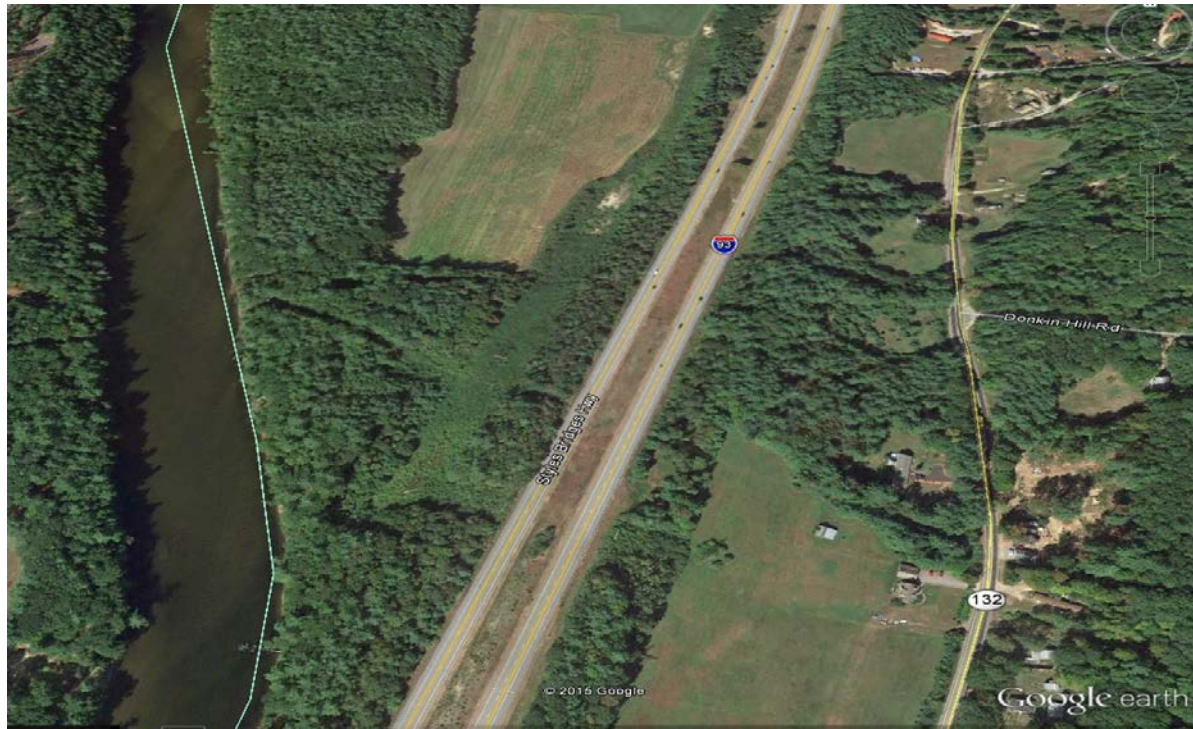


Photo 1. The NPT line abuts the Pemigewasset River in New Hampton near I93, NH as part of the Overhead Line (C2) Attachment A. No Direct shoreline frontage occurs at this site.



Photo 2. The NPT line crosses the Pemigewasset River at the second site in New Hampton, NH as part of the Overhead Line (C2) Attachment A. View West into



Bridgewater. One lattice structure and one relocated monopole will be installed at this site.



Photo 3. The View southwest at the second impact site where the proposed access road falls within the Protected Shoreland (Attachment A).



Photo 4. The NPT line crosses the Pemigewasset River at the third impact site in New Hampton, NH as part of the Overhead Line (C2) (Attachment A) View North. One lattice structure and one H-pole will be installed at this site.





Photo 5. The NPT line crosses the Pemigewasset River at the fourth impact site in New Hampton, NH as part of the Overhead Line (C2). View South. A construction pad will occur at this site.

## ■ Appendix F

### NHB Report and Correspondence

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## 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

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**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

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

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

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

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

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



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

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

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

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

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

Within a half mile of the Protected Shoreland of the Pemigewasset River in New Hampton, NH there are three element occurrences identified by NHB. NHB identified the S3B, state species of special concern, *Pandion haliaetus* (Osprey) twice within a half mile of the Protected Shoreland Buffer of the Pemigewasset River. NHB also identified the S4 state ranked herbaceous riverbank/floodplain natural community.

- No NHB element occurrences are present within a half mile of the first shoreland buffer impact (Sheet 58, Attachment A).
- No NHB element occurrences are present within a half mile of the second shoreland buffer impact (Sheet 59, Attachment A).
- No NHB element occurrences are present within a half mile of the third shoreland buffer impact (Sheet 60, Attachment A).
- One NHB element occurrence, the S3B, state species of special concern, *Pandion haliaetus* (Osprey), is present within a half mile of the fourth shoreland buffer impact (Sheet 62, Attachment A).
- Two NHB element occurrences, the S4 state ranked herbaceous riverbank/floodplain natural community and the S3B, state species of special concern, *Pandion haliaetus* (Osprey), are present within a half mile of the fifth shoreland buffer impact (Sheet 62, Attachment A).

## ■ Appendix G

### Certified Mail Notifications and Receipts

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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 Local River Advisory Committee**

Max Stamp, Chair  
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 purple ink that reads "Lee E. Carbonneau". The signature is fluid and cursive, with the first name "Lee" and last name "Carbonneau" clearly legible.

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



***Via Certified Mail***

October 14, 2015

**Town of New Hampton**  
6 Pinnacle Hill Rd  
New Hampton, NH 03256

**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 blue ink, reading "Lee E. Carbonneau". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

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