

**Mitigation Baseline Report  
Site B - Connecticut River Site  
Pittsburg, NH  
Northern Pass**



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

**August 2016**

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# Conservation Easement Baseline Documentation Report

(To satisfy Treasury Regulation 1.170A-14(g)(5))

## Donor Information:

Name(s): **Renewable Properties, Inc.**

Address: 780 Commercial St, Manchester, NH 03101

## Property Location:

Road: Beecher Falls Rd

Town/County: Pittsburg, NH COOS County

Donee Name/Address: Eversource Energy Land Trust, Inc.  
107 Selden Street Berlin, Connecticut 06037

Land Types: Total acreage: 567 ac.    0.2 % Open Habitat    40.2% Lowland Spruce Fir  
0.8 % Clear Cut    45.1 % Northern Hardwood Conifer

## Buildings, Structures, & Improvements on Property:

*Describe size, type, and condition of buildings, structures and improvements, including houses, sheds, towers, docks, barns, man-made ponds, roads, utilities, etc. Include historical, cultural and archeological features. Show locations on attached map.* Site B – The Connecticut River Site – is comprised of three contiguous parcels of land Along Beecher Falls Road (Old Canaan Road) and Route 3, and two properties located immediately across the roads from the contiguous lands. There are no permanent structures on the Site. No primary buildings are currently located on the site. A phase I Site Assessment was performed on the properties and no hazardous materials were found. A collapsed wooden and metal shed was observed on the southeast corner of the site during the walkover, and in several locations, the type of debris associated with many parcels in this region (corrugated metal, bottles/cans, wire, tires, auto parts etc.) were observed. Existing roadways on the site include skidder trails and dirt logging roads which are used for snowmobiling. A gravel roadway runs across the northern portion of parcel LL 200 in an east to west direction providing access to a parcel to the west (LL 157). An old roadway is also located on parcel LL 202. No other roadways or improvements are located on the site. No utilities (i.e., electric, water, sewer) are provided to the site. However, an electrical line does run from the northeast to the southwest across parcel LL 200. Utility lines also run along Route 3 and Beecher Falls Road. Site B has approximately 3,250 feet of frontage on Beecher Falls Road and 450 feet of frontage on Route 3. Two dug wells are also located along the property boundaries of the site. The first is along the northern property boundary of LL 208 and, is used to supply water to the private residence on that parcel. The second is located along the eastern boundary of the site abutting LL 203 or LL 204.

## Condition of Land:

*Describe condition and management status of forest or farmland, condition of wetlands or waterways, unusual features, listed species or natural communities; note erosion, gravel pits, dumping or pollution.*

Site B is located within and to the west of the Connecticut River floodplain, with approximately 4,897 linear feet of stream frontage along the Connecticut River. The area is known for its wild brook trout population and has multiple wetland types including seeps, forested floodplains, wet meadow/shrub wetlands and an oxbow pond. Parcel B includes somewhat calcareous soils, which support less common species of plants, such as white baneberry (*Actaea pachypoda*), blue cohosh (*Caulophyllum thalictroides*) and silvery false spleenwort (*Deparia acrostichoides*). Additionally, RTE plant surveys in 2014 identified the state watch list species swamp buttercup (*Ranunculus caricetorum*) and wild leek (*Allium tricoccum* var. *tricoccum*). Northern Hardwood-conifer, lowland spruce-fir, hemlock-hardwood-pine, and grassland cover types are also present, as well as a recent 48 acre clearcut. This parcel is steeply sloping and includes a high ridge, where there are approximately 30 acres of Highest Ranked Habitat in the Region.

The area adjacent to the site is a mixture of residential/camp properties, undeveloped woodlands, and a sand and gravel pit. Site B is directly across the Connecticut River from other conservation land (2,128 acre Washburn Family Forest- Society for the Protection of NH Forests). Road frontage on Beecher Falls Road is potentially developable, and several residences are present north and south of this Site, so conserving this land will protect it from development. The Connecticut River Frontage is narrow and either steep or within the floodplain, and is not developable.

**Natural Resource Inventory Summary (quantities are +/-):**

Feature	Measurement/Classification
Total Site Area	567 acres
Waterbody	30,061.33 sq ft (Connecticut River, R3RB2)
Shoreline Length	4,900 lf on Connecticut River (one side)
Stream Length	21,389.47 linear feet
Wetlands	45 + acres (13 PEM; 32 PFO1/4) – low estimate

*In compliance with Treas. Reg. 1.170A-14(g)(5), this natural resources inventory is an accurate representation of the property at the time of the conservation donation.*

\_\_\_\_\_

\_\_\_\_\_ for Eversource Energy Land Trust, Inc.

\_\_\_\_\_

\_\_\_\_\_ Baseline Document Preparer

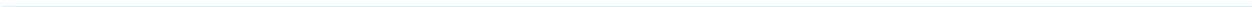
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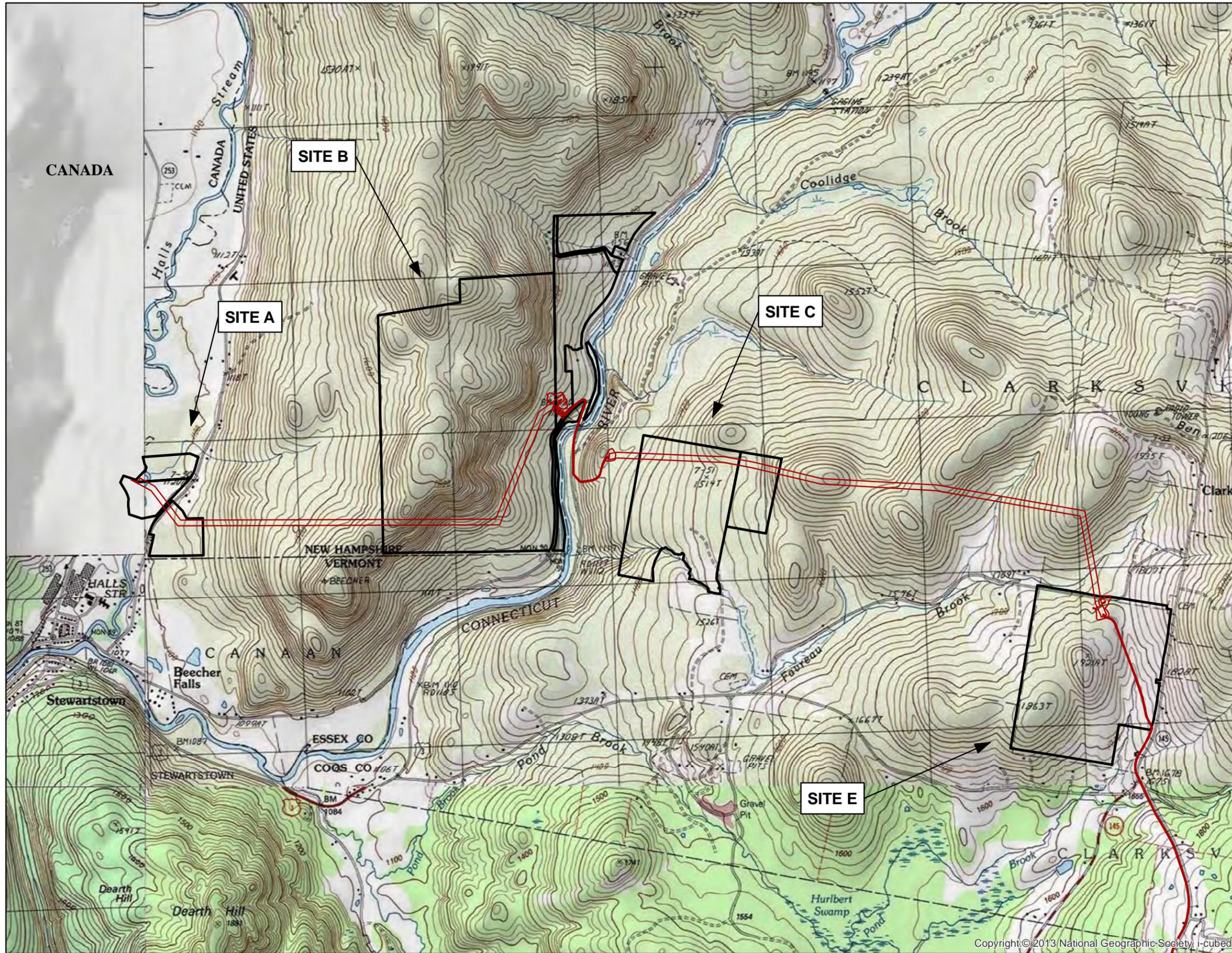
**Attachments to this Report:** Not all attachments are used on each easement

- USGS Location Map
- Ground Photos
- Aerial Property Map
- Natural Resource Maps (Soils, Cover Types, Wildlife Action Plan)
- Site Reconnaissance Notes
- Property Deeds and Survey Plans
- Conservation Easement Deed

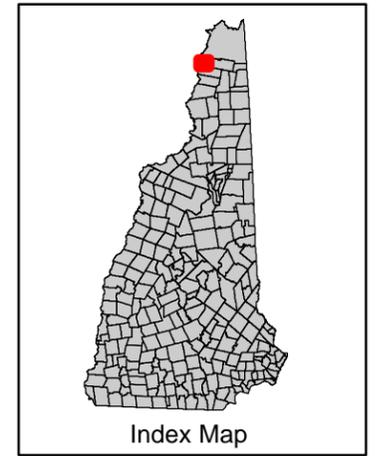
## USGS Location Map



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### Northern Pass Mitigation Analysis



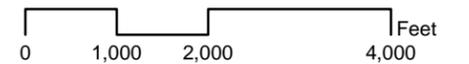
#### Site Features

-  Proposed ROW / Site Facilities
-  Mitigation Parcels

Data Provided By: ESRI & USGS



1:24,000



Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110



## Ground Photos

Site B – The Connecticut River Site  
Ground Photos



Figure 1. Upslope view of the steep interior forest of Site B on LL 158.



Figure 2. Downslope view of the steep interior forest of Site B on LL158.



Figure 3. View of ridge on Site B, LL158.



Figure 4. Side slope view of Site B, LL158.

Site B – The Connecticut River Site  
Ground Photos



Figure 5. View north along US route 3 and Connecticut River towards parcel LL 200.



Figure 6. View east across US route 3 toward parcel LL 202 from Old Canaan Road.



Figure 7. View east along US route 3 of old roadway on northern portion of parcel LL 202.



Figure 8. View east along US route 3 of old roadway on southern portion of parcel LL 202.

Site B – The Connecticut River Site  
Ground Photos



Photo 9. June 18, 2015. Oxbow wetland on Parcel 201.



Photo 10. June 18, 2015. The Connecticut River looking downstream from the Route 3 Bridge. Parcels 201 and 158.01 are on the right side of the River.

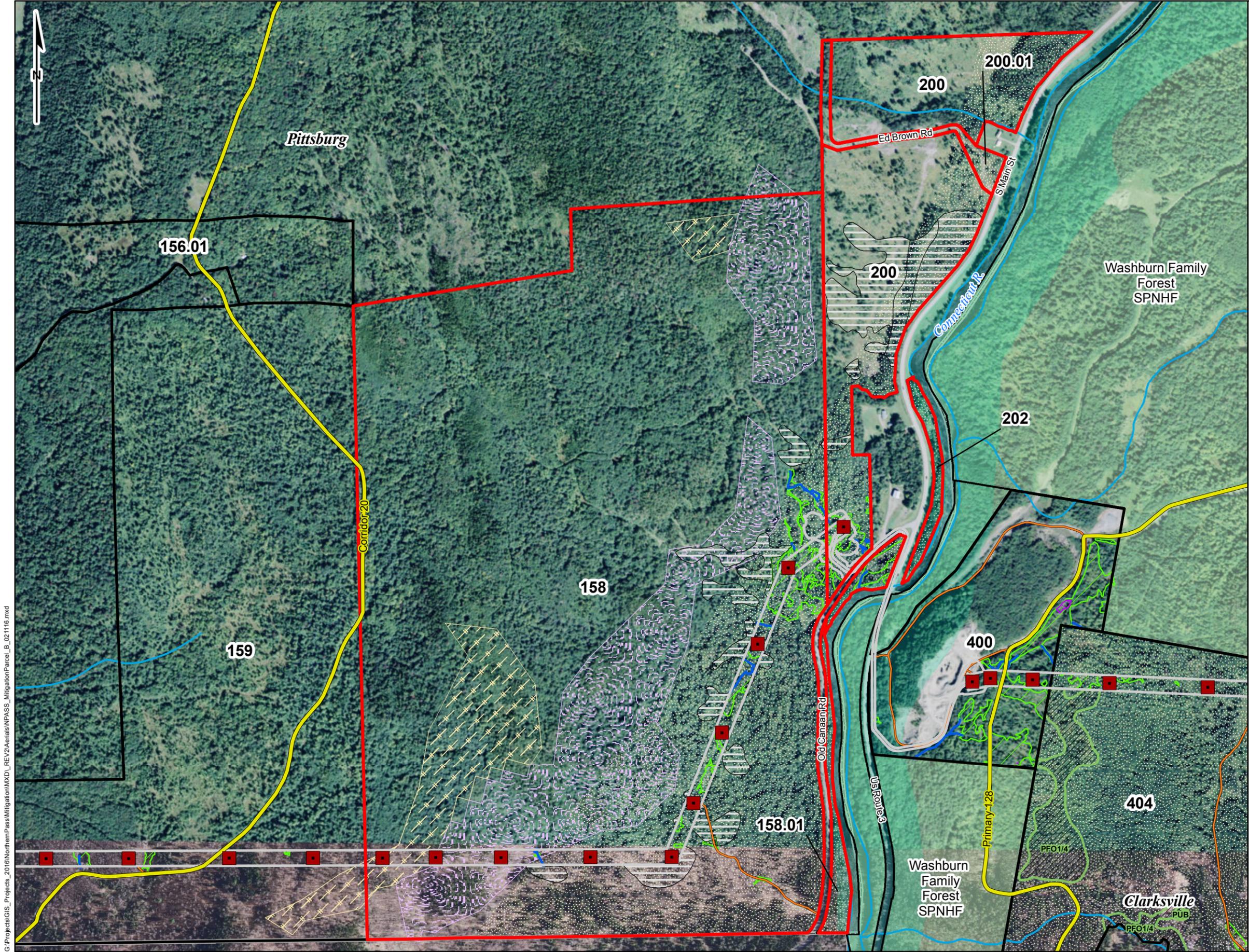


Photo 11. June 18, 2015. The Connecticut River shoreline on parcel 158.01, looking south.



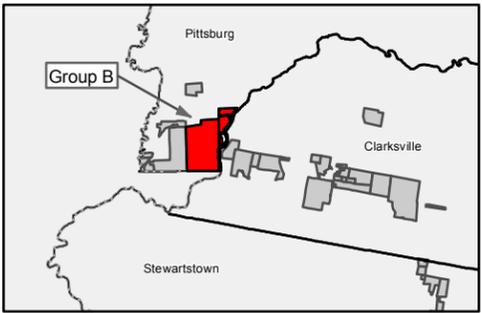
Photo 12. June 18, 2015. A View of Parcel 158 in Site B from the east across the River and Route 3, looking west. Group B includes the ridge line and slopes in the photo.

## Aerial Photo Property Map



# Northern Pass Mitigation Analysis

## Mitigation Group: B



Group B Site Summary	
Town:	Pittsburg
County:	Coos
HUC 12 Watersheds:	10801010203 0801010303
Eco Region:	Connecticut Lakes
Total Site Acreage:	567

- Site Features**
- Proposed Transmission Structures
  - ROW Access Routes
  - NHD Streams
  - Delineated Streams
  - Snowmobile Trails
  - Proposed ROW
  - Group B Parcels
  - Political Boundaries
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Field
  - Reconnaissance Wetlands
  - Photointerpreted Wetlands
  - Calcium Rich Bedrock
  - Cliff and Talus
  - Rocky Ridge
  - FEMA Flood Zone
  - Conservation Land

Data Provided By: GRANIT, NHDES, NHHNB, NRCS, NHF&G, NHD and ESRI

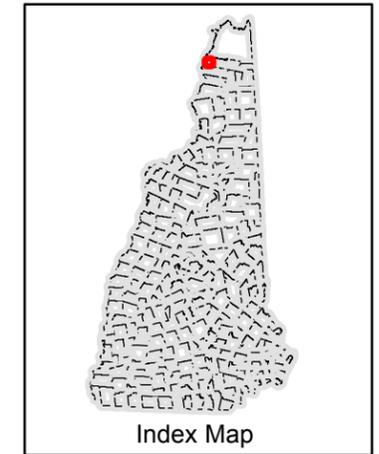
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# Natural Resource Maps



# Northern Pass Mitigation Analysis - Hydric Soils Map



## Group: B

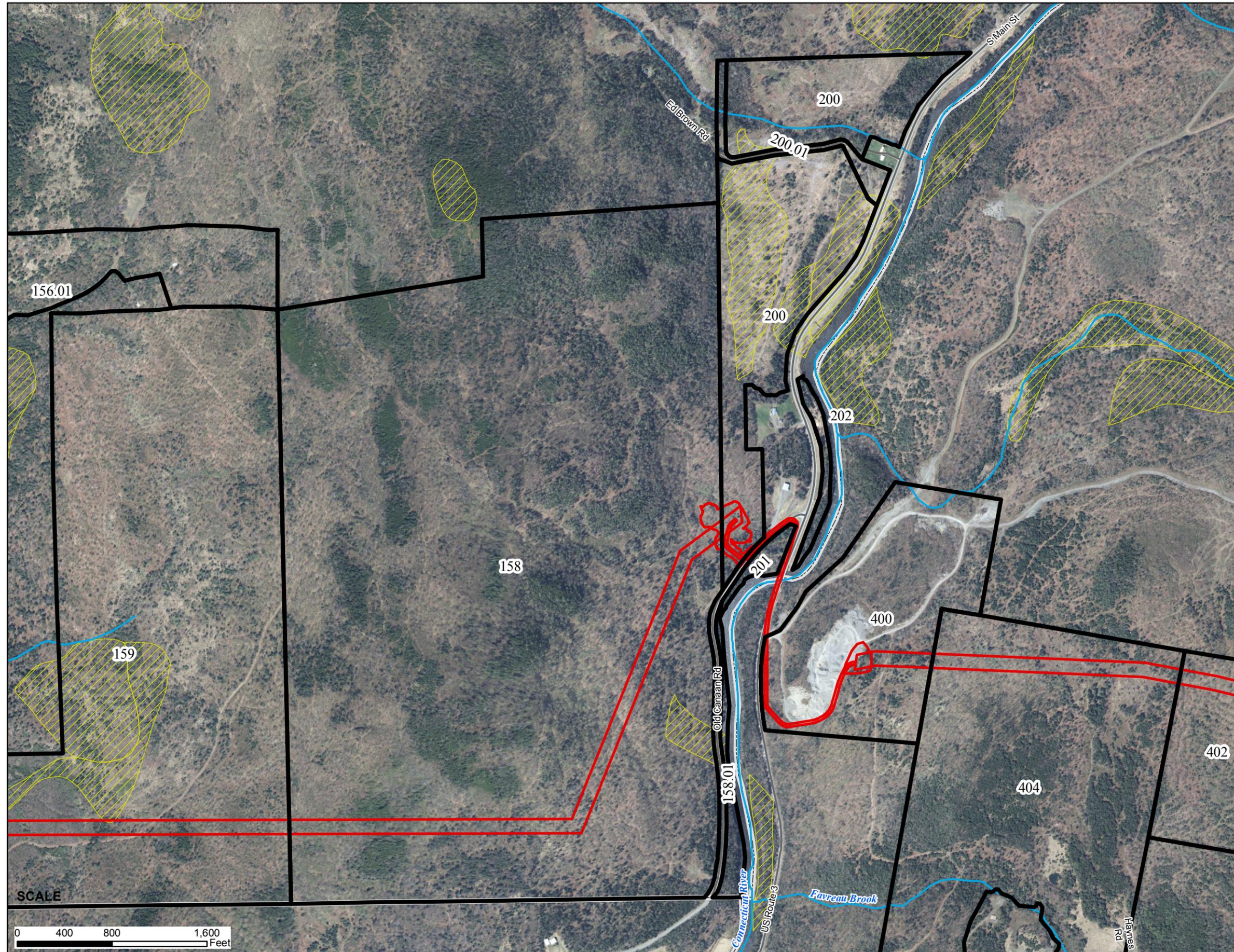
-  Mitigation Parcels
-  Proposed ROW/Site Facilities
-  Hydric Soils

\*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD

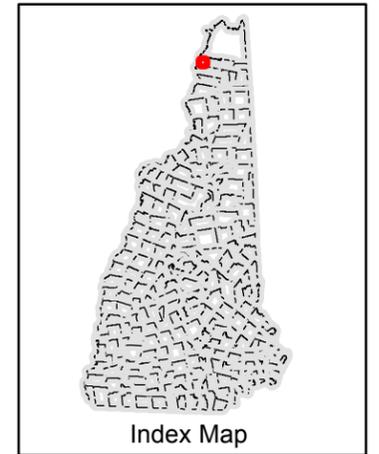


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# Northern Pass Mitigation Analysis - Agricultural Land Map



## Group: B

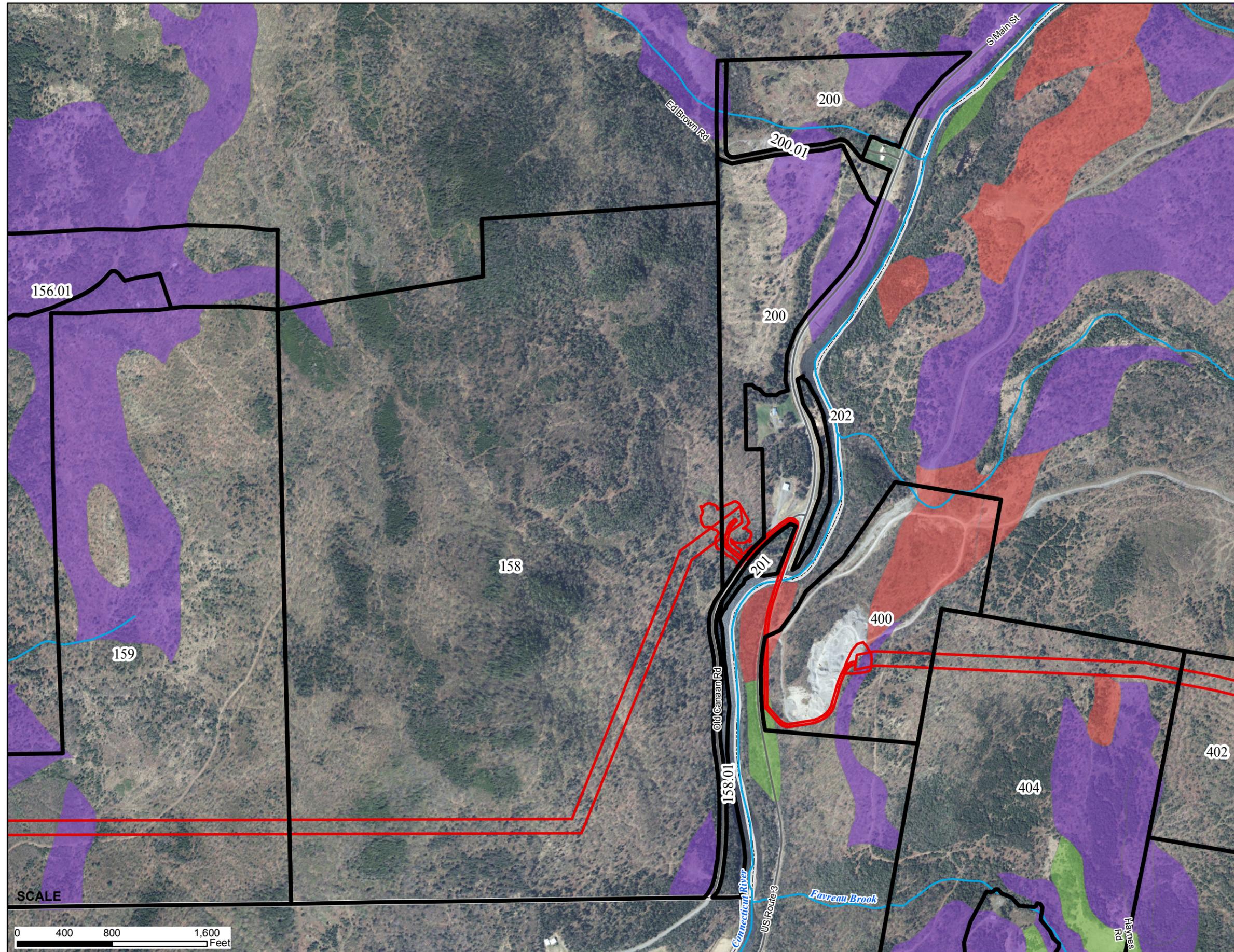
-  Mitigation Parcels
-  Proposed ROW/Site Facilities
-  All areas are prime farmland
-  Farmland of local importance
-  Farmland of statewide importance

\*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD



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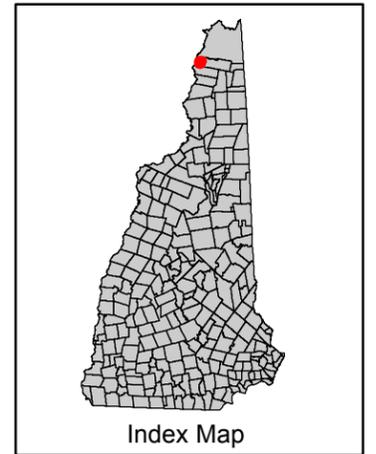


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## Northern Pass Mitigation Analysis



### Group: B

#### Site Features (acres)

17.3 Proposed ROW / Site Facilities

#### WAP Tiers (acres)

1.1 Highest Ranked Habitat in NH

31.4 Highest Ranked Habitat in the Biological Region

#### Photointerpreted Cover Types (acres)

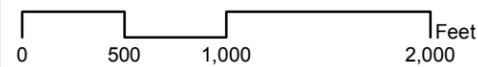
9.2 Open Habitat	Mixed Hardwoods
48.2 Clear Cut	Lowland Spruce Fir
River	Hardwood / Softwood
Stream	Hemlock Hardwood Pine
Pond	High Elevation 2500 +
Residential	High Elevation Spruce Fir 2700 +
256.0 Northern Hardwood Conifer	

\*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT, NHF&G and NHD



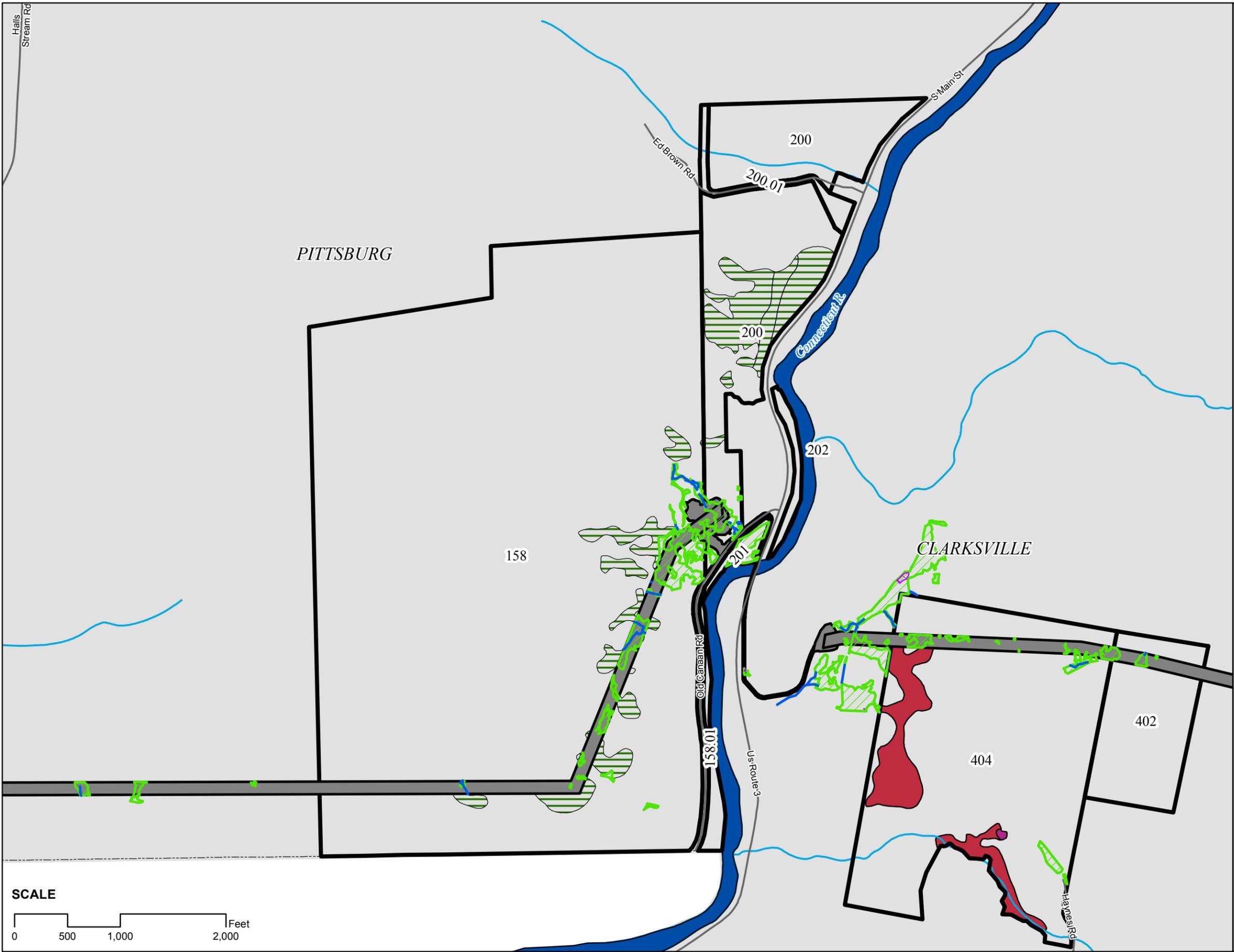
### SCALE



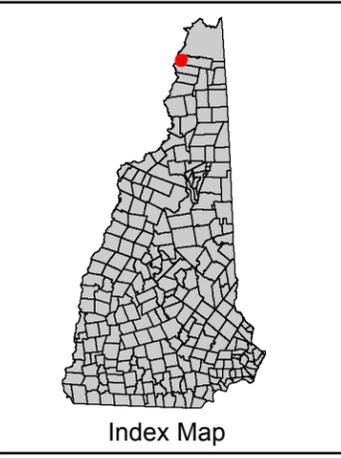
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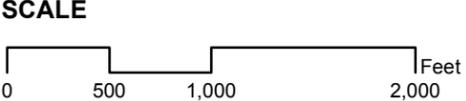
### Northern Pass Mitigation Analysis



#### Group: B

- Site Features (acres)**
- NHD Streams
  - Delineated Streams
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Field Reconnaissance Wetlands
  - Proposed ROW / Site Facilities
- Photointerpreted Wetland Cover Types (acres)**
- |        |                |
|--------|----------------|
| PEM1   | PUB            |
| PFO1   | PVP            |
| PFO1/4 | River          |
| PFO4   | Stream Channel |
| PSS1   |                |

Data Provided By: GRANIT & NHD



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 25 Nashua Road,  
 Bedford, NH, USA  
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# Site Reconnaissance Notes

# Old Canaan Road/U.S. Route 3 Mitigation Parcel Field Reconnaissance Notes

LLs 158, 158.01, 200, 200.01, 202

A brief walkover of the parcels located west of Old Canaan Road and U.S. Route 3, immediately west of the Connecticut River in the Town of Pittsburg, New Hampshire was conducted on June 29, 2016. The purpose of the site visit was to obtain general information regarding the presence of access roads, walking paths, streams, wetlands and other notable natural resources such as vernal pools and rare species. The walkover was not intended as a comprehensive review of the physical attributes of the site, but rather as a general review to identify features that may provide additional mitigation potential in terms of unique natural resources, restoration opportunity, and/or recreation potential (trail access).

Parcels that are located in close proximity to each other (sharing a boundary or separated by only a road) were reviewed as a single unit (group). An account of the major individual community types observed within the group was performed during the walkover. The community types are identified according to The Natural Communities of New Hampshire<sup>1</sup>. This classification does not provide descriptions for communities that have been altered, such as harvested forest land or cleared agricultural areas. In such cases these communities are described by their site conditions and vegetation present at the time of the site visit (e.g. regenerating field/grassland community). The community types discussed below represent those which were observed during the surveys and may not represent a complete account of the communities present.

## General Site Comments

The largest parcel within the group (LL 158) was partially surveyed for wetlands, streams and rare plants during the field effort for the proposed transition station and transmission line right-of-way (ROW). Those surveys identified two plant species tracked by the NH Natural Heritage Bureau (NHB). Wild leek (*Allium tricoccum* var. *tricoccum*), is classified as a “watchlist” species by NHB, and swamp crowfoot (*Ranunculus caricetorum*) is classified as “indeterminate.” These species also occur in an area surveyed to be a Northern Hardwood Seepage Forest, ranked as an S3: vulnerable community in New Hampshire. This community type is impacted by the proposed project, but extends outside of the impact area and is discussed below.

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<sup>1</sup> Sperduto, D.D. and W.F. Nichols. 2011. The Natural Communities of New Hampshire. 2<sup>nd</sup> Ed. NH Natural Heritage Bureau, Concord, NH. Pub. UNH Cooperative Extension, Durham, NH

#### Northern Hardwood – Spruce – Fir Forest (S4)

This is the dominant community type throughout much of the forested areas within the group. The overstory is a mixture of sugar maple (*Acer saccharum*), red spruce (*Picea rubens*), balsam fir (*Abies balsamea*), and yellow birch (*Betula alleghaniensis*). A low density of American beech (*Fagus grandifolia*) and green ash (*Fraxinus pennsylvanica*) is also present in this forest type. This community ranges in age from mid-successional along the upper slopes to mature on the steep, eastern facing slopes. A network of old logging roads crosses through this community, with several of a sufficient size that may still allow passage of off-road vehicles (ORVs).

#### Northern Hardwood Seepage Forest (S3)

Northern hardwood seepage forests occupy the toe of slope area and several terraces in the largest parcel of the group, and are interspersed with the more common northern hardwood – spruce – fir forest type. Sugar maple and yellow birch are dominant canopy species. This community contains a large amount of wild leek and swamp crowfoot, as identified in previous survey. Other rich site indicator species such as blue cohosh (*Caulophyllum thalictroides*), northern maidenhair fern (*Adiantum pedatum*), blood-root (*Sanguinaria canadensis*), silvery false spleenwort (*Deparia acrostichoides*), and tall meadow-rue (*Thalictrum pubescens*) are also present at the site. This field effort identified an additional watchlist species in this community: Goldie's wood fern (*Dryopteris goldiana*). The water table appears close to the surface, and areas of past disturbance (e.g. skid roads) often manifest as small areas which support wetland vegetation, such as sensitive fern (*Onoclea sensibilis*), nodding sedge (*Carex gynandra*), red maple (*Acer rubrum*) and, occasionally, black ash (*Fraxinus nigra*). The density of black ash throughout these areas is low and is likely not sufficient to be considered a northern hardwood – black ash – conifer swamp.

#### Mixed Tall Graminoid – Scrub-Shrub Marsh (S4/S5)

This community type is present along the large, level area immediately west of U.S. Route 3 in the northeastern portion of the group. It is dominated by a sedge meadow in the understory composed of tussock sedge (*Carex stricta*), sensitive fern, robust bluejoint (*Calamagrostis canadensis* var. *canadensis*), and blue iris (*Iris versicolor*). Speckled alder (*Alnus incana* ssp. *rugosa*) comprises the majority of the overstory, although black cherry (*Prunus serotina*) is present at moderate levels. Black cherry is not often found in saturated wetlands such as this, indicating that the area may have been cleared and/or the hydrology significantly altered.

#### Regenerating Old Field – Logged Clearing (unranked)

The majority of the group has been cleared at some point as part of logging operations or possibly low-intensity development. Most of the area has regenerated into forest land, but areas that have been cleared more recently are still in an early stage of succession. A large field

area is located in the northeastern portion of the group, possibly associated with an old home or building as indicated by remnants of pasture fencing and vegetation that has escaped cultivation, such as domesticated roses and columbine (*Aquilegia* sp.) cultivars. Other cleared areas are located at the southernmost portion of the group, west of Old Canaan Road that is associated with past logging activity. Vegetation in these clearing is dominated by disturbance tolerant species and tree seedlings, such as nodding sedge, red maple, gray birch (*Betula populifolia*), balsam poplar (*Populus balsamifera*), quaking aspen (*Populus tremuloides*), balsam fir, red raspberry (*Rubus idaeus*), and eastern hay-scented fern (*Dennstaedtia punctilobula*).

### Other Community Types

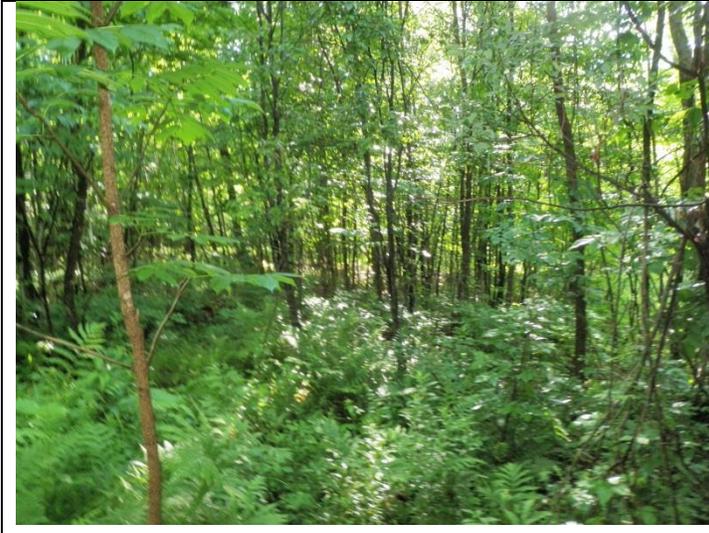
Logging roads that cross through the site frequently intercept the water table and become sedge-dominated wetlands. The majority of the roads through the site are frequently colonized by nodding sedge, woolly bulrush (*Scirpus cyperinus*), and sensitive fern. Some of these areas contain depressions that fill with water in the spring and potentially function as vernal pools. Three potential vernal pools were documented during the survey on the upper slopes of the largest parcel. Numerous small emergent wetlands and forested seeps are also present throughout the interior of the site.

### Wildlife and Wildlife Habitat Value

The community types present on the parcels that comprise Group B appear to be relatively undisturbed by human activity and provide suitable habitat for a wide range of species that commonly occur at the lower elevations of northern New Hampshire, with particular value for wintering moose and deer. On LL 158, the steep southeast-facing slope and forest at the top of these slopes appear to act as both a Deer Wintering Area (DWA) and a Moose Concentration Area (MCA). The understory is extensively browsed by moose (up to 80% of stems in some locations) and to somewhat lesser extent by deer. While the moose browse appeared to be at least two or three years old, deer browse from this past winter was observed, as well as pellet groups for this past winter. Fresh tracks of both species were observed throughout the parcel, but were not abundant, with moose less common than deer. Additionally, intensive browsing by snowshoe hare was observed in a few scattered locations. The survey was conducted between 8:00- 11:00, late in the breeding season, and 22 species of passerine were heard singing or calling. All species were associated with forest habitats. Other observations included a broad-winged hawk, red squirrels calling, and bear scat. Very large sugar maples and yellow birches are present on the steepest slopes, which may have been only lightly cut or not cut at all due their steepness. These old, large trees have abundant features (hollows, crevices, exfoliating bark) suitable for bat roosting, as do some of the rock faces present on the steepest slopes.

The old field and regenerating forest communities on LL 200 were observed between 12:00 and 13:00. Eleven species of passerine bird were seen and/or heard, and a male kestrel was also

observed perching on a tree overlooking the old field. The open habitats on this parcel are sufficiently large to provide suitable habitat for bird species more commonly associated with open habitats. A deer stand and deer tracks were also observed.



**Photo #: 1**

Young northern  
hardwood seepage  
forest



**Photo #: 2**

Northern hardwood –  
spruce-fir forest on slope



**Photo #: 3**

Mixed tall graminoid  
marsh on top of main  
ridge, center of site



**Photo #: 4**

Old logging road dominated by wetland vegetation



**Photo #: 5**

Ed Brown Road, into northeast portion of site.

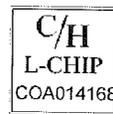


**Photo #: 6**

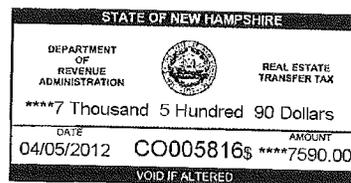
Regenerating old field, northeast area of group



# Property Deeds and Survey Plans



Return To:  
Gallagher, Callahan & Gartrell, P.A.  
P.O. Box 1415  
Concord, New Hampshire 03302-1415  
Attn: MDR



**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that **BRENT W. WASHBURN** and **MARY BETH WASHBURN**, husband and wife, of 64 Hooksett Turnpike, Concord, NH 03301, for consideration paid, grant to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with **QUITCLAIM COVENANTS**, the following described real estate:

A certain tract or parcel of land, with improvements thereon, if any, situate in the **Town of Pittsburg, County of Coos and State of New Hampshire**, being the premises formerly occupied by Edward P. Kane as a homestead, and bounded as follows:

Bounded northeasterly by a line between the within-conveyed premises and premises formerly known as the Addison Chase Farm, said line depicted in an agreement between Addison Chase and Charles H. Johnson dated August 1, 1912 and recorded at Volume 158, Page 325 in the Coos County Registry of Deeds; bounded by a line known as the Old Hereford Line; and bounded easterly by the Connecticut River, containing One Hundred Acres, more or less.

EXCEPTING and reserving from the above described parcel the following conveyances of real estate:

- (a) That portion of the premises lying within the bounds of Route 3 taken by the State of New Hampshire by Commissioners' Return of Highway Layout dated April 27, 1971 and recorded at Book 544, Page 7 in the Coos County Registry of Deeds;
- (b) The premises conveyed by Arlene Shields to Melvin O. French and Linda A. French by deed dated July 29, 1977 and recorded at Book 599, Page 408 in said Registry;
- (c) The premises described as being 5.00+/- acre tract located on the west side of U.S. Route 3 described in deed of Arlene Shields to John Shields and

BK 1347 PG 448

Arlene Shields dated July 18, 1979 and recorded at Book 621, Page 220 in said Registry;

- (d) The premises described as being a 5.11 acre parcel which was conveyed by Brent W. Washburn to Larry E. Shields by way of a Warranty Deed dated October 7, 1998 and recorded at Book 903, Page 595 in said Registry;

TOGETHER WITH the right-of-way reserved by Arlene Washburn Shields in her deed to Larry Shields, Kent G. Washburn and Brent W. Washburn dated January 25, 1996 and recorded at Book 854, Page 47 in said Registry.

RESERVING two (2) of the remaining four points of access on the westerly/northwesterly sideline of Route 3 as described in NH DOT Permit #01-369-4910, dated 02/13/2012, reference to which is made and incorporated herein. The Grantors, Brent & Mary Washburn, reserve one of these access points for Brent Alley, which is further described in the paragraph immediately below, and the location of the other point of access to be determined by the Grantors, Brent & Mary Washburn, in the future. The point of access to be determined by Brent and Mary Washburn, their heirs, successors and assigns shall be located northerly of the above described parcel herein conveyed, and on other land, not on the property conveyed herein. Renewable Properties, Inc., their successors and assigns, can apply for any new driveway access points on the frontage of the subject property at its discretion.

The Grantors, Brent & Mary Washburn, reserve one access point from U.S. Route 3 past the southwest corner of the so-called French property to said Old Town Road a.k.a. Ed Brown Road, the approximate location of which is shown as "Brent Alley (proposed)" and "Proposed Access Easement" on a plan entitled "Subdivision Plan of Land, Pittsburg NH Land of Renewable Properties, Inc." prepared by Coler & Colantonio, Inc., last revision date of ~~March~~ <sup>March</sup> 5, 2012 and recorded herewith as Plan #3642 ("Plan") in the Coos County Registry of Deeds, and for access to Grantors, their heirs and assigns, to property of Kent G. Washburn as described in a Warranty Deed dated January 17, 1997 and recorded at Book 876, Page 370 in said Registry.

The foregoing rights of access known as "Brent Alley" shall be at least fifty (50) feet wide and sufficient to accommodate a Class VI road, the development and maintenance of which shall be at the option of the Grantors, Brent & Mary Washburn, their heirs and assigns, or Grantee, Renewable Properties, Inc., its successors and assigns, and at the expense and liability of the developing party or Grantors, their heir and assigns. Grantee makes no representation or warranties about the Grantors' ability to obtain the necessary authorizations and approvals for such a road, and it is agreed that Grantors', their heirs and assigns may undertake efforts to have said right-of-way be designated as a town road at their sole expense and the Grantee, its successors and assigns, shall not oppose and will assist such effort. Grantee shall install a locked gate at the intersection of Brent Alley and U.S. Route 3 in the location shown on the Plan, accessible by Grantee, its successors and agents, and Grantors and their agents, guests, invitees, heirs and assigns but intended to limit access to Brent Alley by the general public. The Grantor, their heirs and assigns

shall have at least one (1) key to the locked gate at all times. If Grantors are able to obtain Town approval and acceptance by the Town of "Brent Alley" as a Town road the locked gate shall be removed at Grantors sole expense.

Brent and Mary Beth Washburn, their heirs, successors and assigns, reserve the sole rights to grant access to "Brent Alley" as shown on the aforesaid subdivision plan to be recorded, and relating to that property on the westerly side of the Old Hereford Line. Renewable Properties, Inc., its successors and assigns, shall obtain sole rights to grant access to "Brent Alley" when no family members of Brent and Mary Beth Washburn and their heirs own property benefited by "Brent Alley". Family members of Brent and Mary Beth Washburn include Brent and Mary Beth Washburn, their direct descendants, their brothers and sisters and the direct descendants of their brothers and sisters. The ownership of the property benefited by "Brent Alley" may be by direct ownership of the described individuals or ownership in the name of a business entity controlled by said described individuals.

This conveyance is made "As Is" and "Where Is". The Grantors, Brent & Mary Washburn, are responsible for all timber taxes due on the subject property for the timber cutting that was performed during 2011 and was completed by February 29, 2012.

In the event Renewable Properties, Inc. (hereinafter "Renewable"), its successors and assigns, decide to resell the subject property for a period of ten (10) years from the date below, Renewable, its successors and assigns shall give written notice of such proposed sale and the terms of such sale to Brent and Mary Beth Washburn, their heirs and assigns at their current residence address which is 64 Hooksett Turnpike, Concord, NH 03301 or other noticed residence address. Such notice must be within thirty (30) days of the listing to sell the subject property.

Meaning and intending to describe a portion of the premises conveyed to Brent W. Washburn by deed of Arlene Shields formerly Arlene Washburn by Warranty Deed dated January 7, 1997 and recorded at Book 870, Page 887 in said Registry. See also the deed from Brent W. Washburn to Brent W. and Mary Beth Washburn dated September 3, 2002 and recorded at Book 1006, Page 147 in said Registry.

In the event there is a legal proceeding brought by either party, their heirs, successors or assigns as to any provision of this deed, the party that does not prevail shall be responsible for the reasonable legal fees and costs of the party that prevails in said legal proceeding.

BK 1347 PG 0450

THIS IS NOT HOMESTEAD PROPERTY

Witness our hands this 5 day of April, 2012.

Sidawid SP  
Witness

Brent W Washburn  
Brent W. Washburn

Sidawid SP  
Witness

Mary Beth Washburn  
Mary Beth Washburn

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, SS

On this the 5<sup>th</sup> day of April, 2012, before me, the undersigned officer, personally appeared Brent W. Washburn and Mary Beth Washburn, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Michael D. Ruedig

Notary Public/Justice of the Peace

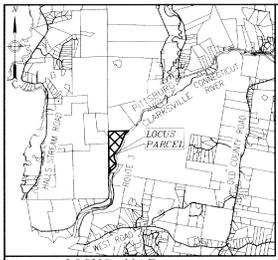
Printed Name:

My Commission Expires:

MICHAEL D. RUEDIG, Notary Public  
My Commission Expires May 11, 2016

BK 1347PG0451

# #3642



LOCUS MAP  
NOT TO SCALE

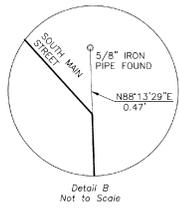
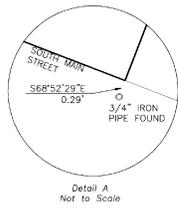
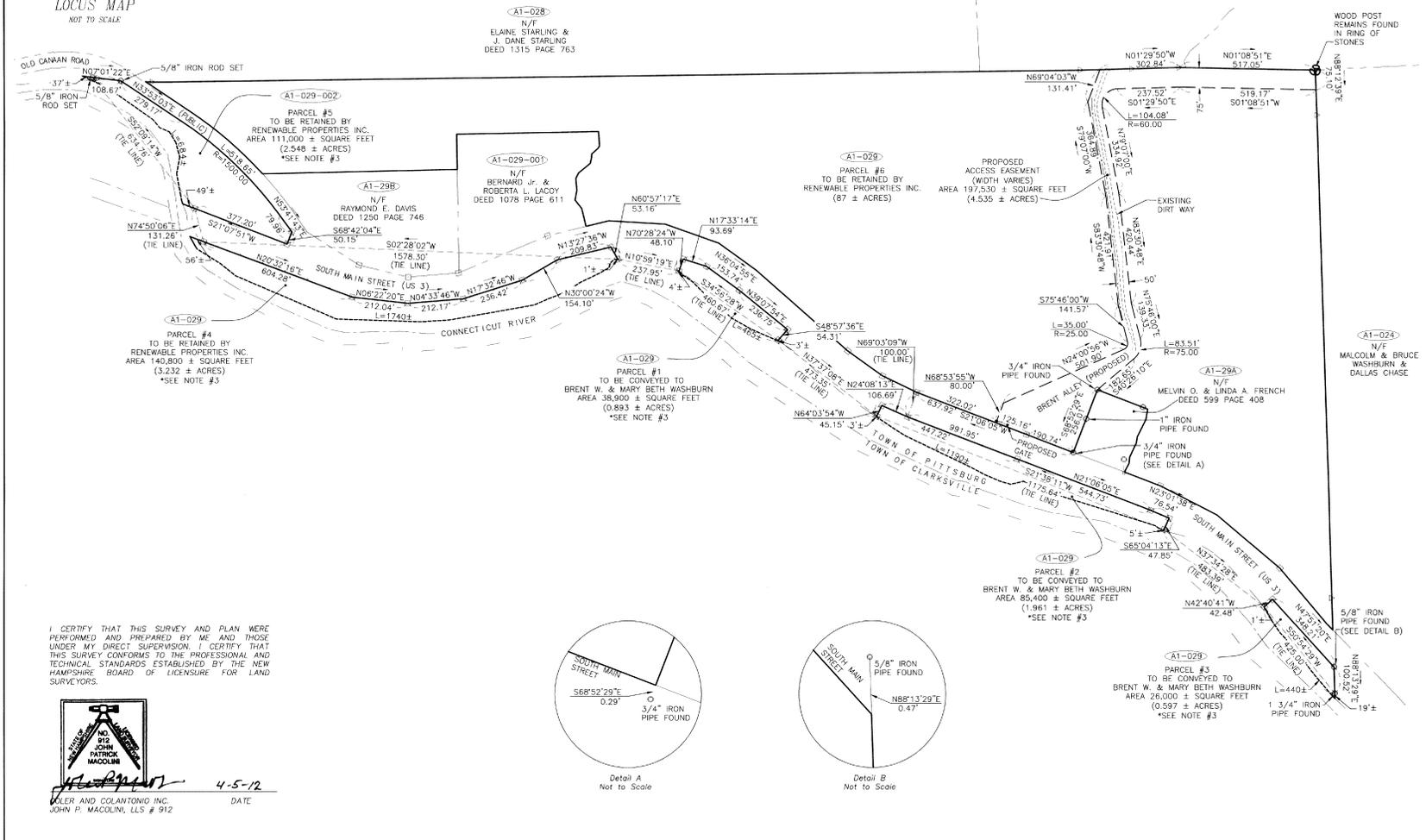
CH  
L-CMP  
02041416

NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM

- NOTES:**
- OWNER OF RECORD: TAX MAP A1, LOT 028-RENEWABLE PROPERTIES INC., 780 N. COMMERCIAL STREET MANCHESTER, NH, 03101
  - DEED AND PLAN REFERENCES ARE TO THE COOS COUNTY REGISTRY OF DEEDS.
  - AREA CALCULATIONS ARE BASED ON LAND ABOVE WATER, UTILIZING THE SURVEYED EDGE OF RIVER.
  - FORMER LOCATION OF OLD ROUTE 3 IS WITHIN PARCELS 1, 2, & 4. NO RECORD OF DISCONTINUANCE HAS BEEN FOUND. RIGHTS OF OTHERS MAY EXIST.
  - THIS PLAN IS A SUBDIVISION PLAN FOR THE SIX PARCELS CURRENTLY OWNED BY RENEWABLE PROPERTIES, INC. THE PURPOSE OF THIS PLAN IS TO ESTABLISH THE SIX PARCELS AS SEPARATE LOTS, THE TOWN OF PITTSBURG, NH HAS NO ZONING ORDINANCES OR SUBDIVISION REGULATIONS.
  - THE CONFIGURATIONS OF PARCELS 1-6 SHOWN ON THIS PLAN ALREADY EXIST, AND NO NEW LINES OF DIVISION OR OF STREETS AND WAYS ARE INTENDED. COLER & COLANTONIO, INC. DOES NOT GUARANTEE THAT THESE PARCELS CONFORM TO ANY LOCAL, STATE OR FEDERAL ZONING OR USE STANDARDS.

- PLAN REFERENCES:**
- 1971 FEDERAL AID PROJECT, 5-(43)8, NH PROJECT NO. P. 1399, ON FILE AT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION.
  - PLAN OF LAND FOR ARLENE WASHBURN SHIELDS, PITTSBURG, NH, SCALE 1"=200', DATED DECEMBER 10, 1980, PREPARED BY DAVID C. GARCELON INC., COLEBROOK, NH.
  - PLAN OF LAND FOR ARLENE SHIELDS, PITTSBURG, NH, SCALE 1"=50', DATED JUNE 23, 1977, PREPARED BY DAVID C. GARCELON INC., COLEBROOK, NH.

- LEGEND:**
- PROPERTY LINES
  - ABUTTER LINES
  - TIE-LINE
  - EDGE OF DIRT WAY
  - EDGE OF EASEMENT
  - FENCE
  - EDGE OF WATER
  - EDGE OF WATER - SURVEYED PARCEL
- 126-002 TAX MAP - LOT NUMBER
- N/F NOW OR FORMALLY
- 6"x6" CONCRETE MONUMENT NH DOT BOUND FOUND
- IRON ROD/PIV
- △ BLAZE LINE



I CERTIFY THAT THIS SURVEY AND PLAN WERE PERFORMED AND PREPARED BY ME AND THOSE UNDER MY DIRECT SUPERVISION. I CERTIFY THAT THIS SURVEY CONFORMS TO THE PROFESSIONAL AND TECHNICAL STANDARDS ESTABLISHED BY THE NEW HAMPSHIRE BOARD OF LICENSURE FOR LAND SURVEYORS.



COLER AND COLANTONIO INC.  
JOHN P. MAGOLINI, LLS # 912  
DATE: 4-5-12

**COLER & COLANTONIO INC.**  
Tel: 603-232-8222  
www.col-csi.com

284 South River Road  
Bedford, NH 03110

Subdivision Plan of Land  
Pittsburg, NH

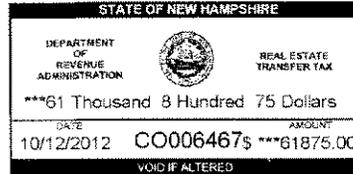
Land of  
Renewable Properties, Inc.,  
780 N. Commercial Street  
Manchester, NH 03101

DATE: APRIL 5, 2012	
COMP./DESIGN: JPM	
CHECK: JPM	
DRAWN: SDH	
SCALE: 1" = 200'	SHEET 1 OF 1
JOB NO.: 200_201_202	DWG NO.: SURVEY PLAN
TO SCALE ONLY IF PLOTTED AT 22"x34"	

Doc # 0004539 Oct 12, 2012 11:42 AM  
Coos County Registry of Deeds  
*Carole A. Lamirande*  
Carole A. Lamirande, Registrar



Return to:  
Michael D. Ruedig, Esq.  
Gallagher, Callahan & Gartrell, PC  
PO Box 1415  
Concord, NH 03302-1415



**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS, that J. DANE STARLING and ELAINE STARLING, husband and wife, of 5320 Big Canyon Road, Shingle Springs, CA 95682, for consideration paid, grant to RENEWABLE PROPERTIES, INC., a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with WARRANTY COVENANTS, the following described real estate located in the Town of Pittsburg, Coos County and State of New Hampshire:**

Certain parcels of land, with any and all buildings thereon, situated in the Town of Pittsburg, County of Coos and State of New Hampshire, designated as Lot AI-28 on the Town of Pittsburg; Tax Map, described as follows:

TRACT 1:

A certain piece of land in Pittsburg, New Hampshire, in the County of Coos, described as follows, viz: Being all and the same land and premises conveyed by deed of Isidore Martineau dated November 23, 1959 and recorded in the Coos County Registry of Deeds, and conveyed to Holman J. Arney by Albert Martineau, December 1, 1959, recorded in the Coos County Registry of Deeds at Book 446, Page 398.

Said land and premises are all and the same land and premises conveyed to Isidore Martineau by warranty deed of Burton Owen dated May 8, 1943 and recorded in Book 326, Page 203 of Coos County Registry of Deeds.

BK 1361 PG 0463

Meaning and intending to describe and convey all and the same premises as described in Warranty Deed from Holman J. Amey to John E. Maxfield and Margaret Maxfield, dated July 23, 1963 and recorded in the Coos County Registry of Deeds in Book 473, Page 359.

TRACT 2:

A certain piece or parcel of land situated in the Town of Pittsburg, in the County of Coos and State of New Hampshire, bounded and described as follows:

Being Lot numbered One (1) in the First (1st) Division of lots in said town, containing two hundred (200) acres, more or less, excepting and reserving a small field of cleared land situated on the West side of the highway leading from Beecher Falls to Pittsburg, New Hampshire, containing about five (5) acres, more or less, and the same reservation made in a deed from Seneca Hardy and wife to Ernest Tillotson dated November 18, 1905, and recorded in Book 123, Page 308 of the Coos County Registry of Deeds, also excepting all pole line rights on the same.

Meaning and intending to describe and convey all and the same premises conveyed by Ernest E. Tillotson to A.M. Stahl, August 20, 1907, recorded in the Coos County Registry of Deeds in Book 131, Page 227, it being understood and agreed that in the event of its being established that one Isidore Martineau, or his heirs and assigns, own more land in said lot than is reserved herein, either by being cleared or otherwise, then and in such event, the warranties of title herein made shall not apply thereto.

Meaning and intending to describe and convey all and the same premises as described in Warranty Deed from Albert Biron to John E. Maxfield and Margaret W. Maxfield, dated August 1, 1963 and recorded in the Coos County Registry of Deeds in Book 476, Page 343.

TRACT 3:

A certain tract or parcel of land in the Town of Pittsburg, County of Coos and State of New Hampshire, being three-fourths (3/4) of Lot numbered Two (2) in Range number One (1) of lots in said Town of Pittsburg, being the north half and the southwest quarter of said Lot, containing approximately one hundred fifty-six (156) acres; also approximately six (6) acres off from the south side of Lot Number One (1) in Range Two (2) of lots in said Pittsburg.

Meaning and intending to describe and convey all and the same premises as described in Warranty Deed from Leon Chaloux to John E. Maxfield and Margaret W. Maxfield, dated July 19, 1965 and recorded in the Coos County Registry of Deeds in Book 492, Page 18.

The foregoing Tracts 1, 2 and 3 are the same premises conveyed to Elaine Starling and J. Dane Starling by Warranty Deed of John E. Maxfield and Margaret W. Maxfield dated November 4, 2010, and recorded at Book 1315, Page 763, said Registry of Deeds.

The premises are conveyed SUBJECT TO the following:

1. Easement fifty feet in width granted by John E. Maxfield and Margaret W. Maxfield to

New England Telephone and Telegraph Company and New Hampshire Electric Co-operative Inc. dated May 25, 1965, and recorded at Book 494, Page 383.

2. Current use land taxation liens as set forth in the Notices of Current Use recorded with said Registry at Book 781, Pages 635, 636 and 637, and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A.

THIS IS NOT HOMESTEAD PROPERTY.

EXECUTED this 28 day of September, 2012.

J. Dane Starling  
J. Dane Starling  
Elaine Starling  
Elaine Starling

STATE OF California  
COUNTY OF El Dorado

On this the 28<sup>th</sup> day of September, 2012, before me, the undersigned officer, personally appeared the above-named J. Dane Starling known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

Arianna Genetin  
Justice of the Peace/Notary Public  
My Commission Expires 01-28-2015



Print name Arianna Genetin

SEE ATTACHED  
NOTARY CERTIFICATE

BK 1361 PG 0465

**ACKNOWLEDGMENT**

State of California  
County of El Dorado )

On 9/28/2012 before me, Arianna Genetin, Notary Public  
(insert name and title of the officer)

personally appeared J. Dane Starling  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Arianna Genetin (Seal)



BK 136160466

STATE OF California  
COUNTY OF El Dorado

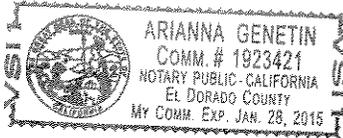
On this the 28<sup>th</sup> day of September, 2012, before me, the undersigned officer, personally appeared the above-named Elaine Starling known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purpose therein contained.

Arianna Genetin

Justice of the Peace/Notary Public

My Commission Expires 01-28-2015

Print name Arianna Genetin



SEE ATTACHED  
NOTARY CERTIFICATE

BK 1361 PG 0467

**ACKNOWLEDGMENT**

State of California  
County of El Dorado )

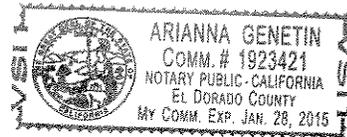
On 9/28/2012 before me, Arianna Genetin, Notary Public  
(insert name and title of the officer)

personally appeared Elaine Starling  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Arianna Genetin (Seal)



BK 1361 PG 0468

# Conservation Easement Deed

**PROPOSED DRAFT CONSERVATION EASEMENT DEED –  
FOR DISCUSSION PURPOSES ONLY**

THIS IS A NONCONTRACTUAL TRANSFER  
PURSUANT TO NEW HAMPSHIRE RSA 78-B  
AND IS THEREFORE EXEMPT FROM THE NEW  
HAMPSHIRE REAL ESTATE TRANSFER TAX.

**CONSERVATION EASEMENT DEED  
With Grant of Access**

**RENEWABLE PROPERTIES, INC.**, a New Hampshire corporation with a principal place of business at 780 North Commercial Street, Manchester, New Hampshire 03101, (hereinafter referred to as the "Grantor," which shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to:

**EVERSOURCE ENERGY LAND TRUST, INC.**, a Connecticut nonprofit corporation, with a principal place of business at 107 Selden Street, Berlin, Connecticut 06037, having been determined by the Internal Revenue Service to be an income tax exempt corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

with Third Party Right of Enforcement therein granted to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the "Third Party Holder"),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel or parcels of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land situated on Beecher Falls Road, in the Town of Pittsburg, County of Coos, State of New Hampshire, with said Property and Easement more particularly bounded and described in Appendix "A" attached hereto and made a part hereof, and on a plan set dated \_\_\_\_\_ prepared by, \_\_\_\_\_ titled " \_\_\_\_\_", and recorded at the \_\_\_\_\_ County Registry of Deeds as Plan # \_\_\_\_\_ (hereinafter referred to as the "Plan").

The Easement has been granted as a part of a compensatory wetlands mitigation package for NHDES File # \_\_\_\_\_.

**1. CONSERVATION PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (herein referred to as the "Purposes") for the public benefit:

- A. To promote the conservation of forests, wetlands, natural watercourses, and wildlife thereon as documented in the baseline documentation report dated April 2016 entitled “Northern Pass Transmission Project Natural Resource Compensatory Mitigation Plan – Preservation Area B – Pittsburg, NH – Mitigation Baseline Report” (the “Report”), which Report is on file at the office of the Department of Environmental Services and is incorporated herein in full;
- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions, which soils located on the Property support less common plants including some on the state watch list and portions of the Property meet the designation of a New Hampshire Natural Heritage Bureau mapped Semi-Rich Mesic Forest with S3/S4 natural community types, which has the potential to contain rare plant species;
- C. To promote the North Country Council’s goals of river corridor protection, wetlands and wetland buffer protection and forest block protection;
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property, while allowing the reserved rights of Grantor as allowed under Section 3 hereof;
- E. The preservation of the land and the Connecticut River to which it provides access and on which it fronts, subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee;
- F. To maintain or enhance the water quality and aquatic and wildlife habitat of the Connecticut River, known for its wild brook trout population, and other ground and surface water resources including wetlands, seeps, forested floodplains, wet meadow/shrub wetlands, streams, riparian areas, aquifers, vernal pools, and ponds on the Property;
- G. To protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas, including the adjacent Washburn Forest managed by the Society for the Protection of New Hampshire Forests;
- H. To permit recreational, scientific, and educational activities on the Property including, but not limited to, hiking, hunting, fishing, camping, cross country skiing, snowshoeing, horseback riding, snowmobiling, motorized bikes and small all-terrain vehicles (“ATVs”) consistent with the terms and conditions herein; and
- I. To promote the conservation of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including the northern long-eared bat, and the long-term protection of the Property’s capacity to produce economically valuable forestry products, including timber, pulpwood, and other forest products.

The above Purposes are consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful

and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.”

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code of 1986, as amended (the “Code”), Section 170(h). The Grantee is an organization described in Section 501(c)(3) and Section 509(a)(1) of the Code, and meets the requirements of Section 509(a)(1) of the Code. Grantee is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code.

## **2. USE LIMITATIONS**

Subject to the reserved rights specified in Section 3 hereof, the Grantor covenants for itself and its legal representatives, successors and assigns that the Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following covenants that shall run with the Property in perpetuity:

A. The Property shall be maintained in perpetuity in an undeveloped and natural condition consistent with the Purposes of this easement, without there being conducted thereon any industrial or commercial activities, except Forestry performed by the Grantee, as described below, and provided that such uses shall not degrade the conservation purposes of this Easement.

i. Description of Forestry: For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement. Forestry shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions, and non-commercial timber stand improvement activities, wildlife habitat improvement, or thinning the forest stand to maintain a view.

ii. Requirements for Forestry:

- a. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
  - “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (J.B. Cullen, 2004); and
  - “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.
- b. The following Forestry riparian buffer zones shall apply for Forestry activities and other tree cutting and removal operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as “water body or water bodies.” Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps, Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. The maps included in the Report designate the approximate locations of the water bodies and riparian buffer zones.

- i. Forestry riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
  - ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
  - iii. There shall be no Forestry activities, soil disturbance, tree cutting and removal, or application of herbicides or pesticides within the water body and the first twenty-five (25) feet from the normal high water mark or water body edge as defined above. The Grantee may request permission from the Grantor to conduct any of the before stated activities for wildlife habitat improvement purposes, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantee must submit the request to the Grantor as part of the Management Plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantee shall submit the request to the Grantor as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantor shall first consult with the Third Party Holder and either approve, deny, or approve with conditions the request at their sole discretion.
  - iv. Within the remainder of the riparian buffer zone tree harvest methods shall be limited to single tree or small group selection cuts, leaving a well-distributed, uneven-aged stand of trees.
  - v. No new roads or log landings shall be constructed within riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Forestry. Existing roads, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.
- c. Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, Forestry shall meet the following goals.
- maintenance of soil productivity;
  - protection of water quality, wetlands, and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality and recreational access and trails;
  - protection of significant or fragile natural areas, exemplary natural communities,
  - and rare, threatened and endangered species, including their habitats;

- protection of significant historic and cultural features; and
  - conservation of native plant and animal species.
- d. Any Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantor, at the sole expense of Grantee (the "Management Plan"). The Management Plan shall be subject to the approval of the Grantor and the Third Party Holder, and the NH Fish & Game Department shall be permitted to provide the Third Party Holder with advisory comments and suggestions. The Management Plan shall not permit the Grantee to interfere with the Grantor's reserved rights set forth in Section 3.G. and Section 3.H. hereof.
  - e. Said Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
  - f. Said Management Plan shall include a statement of the objectives, and shall specifically address:
    - the accomplishment of those Purposes for which this Easement is granted, and
    - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions.
  - g. At least thirty (30) days prior to any Forestry activities, the Grantor shall have received from the Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Management Plan, as described in 2.A.ii, a-d, above, has been prepared in compliance with the terms of this Easement. The Grantor may request the Grantee to submit the Management Plan itself to the Grantor within ten (10) days of such request, but acknowledges that the Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
  - h. Forestry activities shall be conducted in accordance with said Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantor.
  - i. Prior to conducting Forestry activities, in those areas proposed for the forest activities the riparian buffers shall be clearly marked by a licensed professional forester, or other qualified person approved in advance and in writing by the Grantor.
  - j. In areas used by, or visible to the general public, such Forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Jones 1993), or similar successor publications.
  - k. Notwithstanding any other provision of this Easement, with respect to the portion of the parcel identified as Parcel First on Appendix "A" located west of Route 3, maintaining the currently existing open habitat shall be permitted and encouraged.
  - l. Notwithstanding any other provision of this Easement, with respect to the parcel identified as Parcel Second on Appendix "A", Forestry shall only be permitted in those portions of such Parcel Second located west of the ridgetop.

m. All costs related to the performance of any and all Forestry activities by the Grantee pursuant to the Management Plan shall be paid solely by the Grantee, and all profits from the Grantee's Forestry activities shall be deposited into the Grantee's stewardship fund and dedicated towards the perpetual stewardship of the Property.

B. The Property shall not be subdivided and, if the Property is comprised of more than one individual parcel, none of the individual parcels that together comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.

C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the Forestry, Reserved Transmission Line Rights (as hereinafter defined in Section 3.H.), conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, local utility distribution line, bridge, culvert, wildlife viewing platform, maple sugar house, welcome center, nature center, portable bathrooms or a small unpaved parking lot as shown on the Plan or in the Report to facilitate public access to the Property; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, barn, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the Forestry, Reserved Transmission Line Rights, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor signs shall be displayed on the Property except as desirable or necessary in the accomplishment of the Forestry, Reserved Transmission Line Rights, conservation or pedestrian outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

H. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.A., Section 3.G. and Section 3.H. below.

I. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for, pedestrian and bicycle, non-motorized, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, mountain biking, wildlife observation and cross-country skiing, but the landowner shall retain the right whether to allow hunting, fishing and camping. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantee reserves the right to post the Property against public access to forestland during harvesting or other Forestry activities.

Nothing contained in this Easement shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties to this Easement agree that in the event of damage to the Property from acts beyond the Grantor's control, that if it is desirable that the Property be restored, the parties will cooperate in attempting to restore the Property if practicable.

### **3. RESERVED RIGHTS**

The Grantor hereby reserves to and for Grantor and its legal representatives, successors and assigns: (i) all customary rights and privileges of property ownership associated with the Property that are not specifically restricted by the terms of Section 2 of this Easement or that do not materially interfere with the Purposes of this Easement, and (ii) notwithstanding the terms of Section 2 hereof, the following rights and privileges set forth under the subparagraphs of this Section 3 shall be specifically permitted on the Property as rights and privileges of Grantor, its employees, agents, contractors, licensees, permittees, invitees, successors, assigns and other third parties, and in the event of a conflict between the Use Limitations set forth in Section 2 hereof and the Reserved Rights set forth in this Section 3, the provisions of this Section 3 shall control. Except as specifically set forth in this Easement as the responsibility of the Grantee, the costs of exercising any and all of the Reserved Rights set forth in this Section 3 shall be solely the responsibility of the Grantor.

A. The right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, the Transmission Line ROW (as hereinafter defined), the Transmission Lines (as hereinafter defined), the Transition Station (as hereinafter defined) or as expressly permitted pursuant to this Section 3, including but not limited to emergency rescue operations,

Forestry, habitat management, the Reserved Transmission Line Rights, the use of the Access Road and Brent Alley (each as hereinafter defined) and to control or remove non-native or invasive species. This provision is an exception to Section 2.H., above.

B. The right to construct, relocate, maintain, or use trails, fences, bridges, gates, stone walls, woods roads, and rights-of-way on the Property, as reasonably necessary for the exercise of Grantor's rights and privileges on the Property (including but not limited to rights associated with passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property. This provision includes the right to construct and maintain, or allow to be constructed and maintained, on the Property a small unpaved parking lot as shown on the Plan or in the Report to facilitate public access to the Property.

C. The right to construct, relocate, erect, and maintain signs setting forth and describing permitted and prohibited uses of the Property (including the prohibition of hunting if Grantor so chooses to prohibit hunting on the Property by the general public), identifying trails, locations, property boundaries, natural features, or similar items, or identifying the owner of the Property and the holder of this Easement.

D. The right to restrict or permit hunting, fishing and camping on the Property.

E. The right to conduct, or allow to be conducted, "passive noncommercial outdoor recreational activities" on the Property. Passive outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, fishing, camping, target shooting, trapping, bicycling, skiing, nature studies, horseback-riding, and other similar forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world.

F. The right to require the Grantee to enter into the Required Assignment, as hereinafter defined in Section 6.E. Notwithstanding any other provision of this Easement, if the Grantee is found to be in breach of Section 6.E by a court of competent jurisdiction and venue, the Grantee shall be required to reimburse the Grantor for all reasonable costs incurred by the Grantor in enforcing the terms of Section 6.E, including, but not limited to, reasonable attorneys' fees and costs and expenses of suit.

G. The right to operate on the Property, and to allow others and the general public to operate on the Property, small motorized vehicles (including small boats, snowmobiles, ATVs, "4-wheelers", OHRVs, motorized bikes and other similar off-highway recreational motorized vehicles) for the purposes of maintaining and managing the Property and for other recreational purposes including, but not limited to, snowmobiling, hunting, fishing, and traveling the trails on the Property. Grantor reserves the right, and to allow others the right, to develop, construct, relocate, maintain, groom, or use the trails, fences, bridges, gates, stone walls, woods roads, and rights-of-way on the Property in furtherance of the recreational purposes set forth herein. Grantor further reserves the right to seasonally designate certain trails for snowmobile use only. Such use of the Property shall be exclusively located on the trails depicted on the Plan or in the Report or as agreed to by Grantor and Third Party Holder. This provision is an exception to Section 2.H. and 2.I.

H. Grantor's Reserved Transmission Line Rights.

- i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements

(the “Reserved Transmission Line Rights”) over, under, in and on a 120-foot wide right of way relative to the Transmission Lines and no more than four acres in size relative to the Transition Station (collectively, the “Transmission Line ROW”), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines, to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:

- a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric service (the “Transmission Lines”) and a transition station with perimeter fencing, driveway and detention pond (the “Transition Station”) in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than one hundred twenty (120) feet in width relative to the Transmission Lines, and no more than four (4) acres in size relative to the Transition Station, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and the Transition Station and to be documented as to location by a survey;
- b. The right to provide electric services to customers by means of the Transmission Lines, the Transition Station and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
- c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates, equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines, the Transition Station and any and all of the Grantor’s systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
- d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
- e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove “danger trees” pursuant to NH RSA 231:145.
- f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
- g. The right to enter upon, travel and transport personnel, materials and equipment, including

- by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
- h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
  - i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
  - j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines or Transition Station;
  - k. The right to exclude the general public from the Transmission Line ROW; and
  - l. The right to enforce the covenants of the Grantee, as set forth below.
- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:
- a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
  - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;
  - c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, Transition Station, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
  - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines, Transition Station and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.
- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
- a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
  - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
  - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses,

- exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;
- d. That the Grantee also agrees that no cessation of use or operation for any period of time of all or any portion of the Reserved Transmission Line Rights or any areas of the Transmission Line ROW utilized by Grantor pursuant to said rights shall be deemed an abandonment thereof resulting in the termination of any aspect of the Reserved Transmission Line Rights or of the easements or uses relating thereto, unless the holder of same at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its particular right in the Reserved Transmission Line Rights, easements or uses;
  - e. That the Reserved Transmission Line Rights include any and all uses and activities reasonably necessary, in Grantor's judgment, to allow full exercise by the Grantor of the Reserved Transmission Line Rights, whether or not such uses and activities are specifically enumerated herein; and
  - f. That the Reserved Transmission Line Rights include any and all existing interests, easements, rights, other encumbrances and/or uses affecting the Property as of the date hereof.
- iv. In construing the language of this instrument, any references to "Grantor" and "Grantee" shall also include their respective successors and assigns, it being the intent of the parties that the rights, interests, easements and obligations of the parties herein shall run with the land and be permanent in nature; in addition, the Reserved Transmission Rights are the products of negotiations between the Grantor and Grantee, with advice of counsel, and, as a result, any ambiguities shall not be construed against the draftsman.
- v. In the event of any conflict or ambiguity between the Use Limitations and the Reserved Rights or the Reserved Transmission Line Rights, the Reserved Rights and the Reserved Transmission Rights shall control.

I. The right to use and to allow others to use the Access Road, as shown on the Plan (the "Access Road") and the right to use and to allow others to use the right of way known as "Brent Alley" reserved in the Quitclaim Deed from Brent W. Washburn and Mary Beth Washburn (collectively, with their heirs and assigns, the "Washburns") to Grantor dated April 5, 2012, and recorded in the Coos County Registry of Deeds at Book 1347, Page 448, and further identified on the plan entitled "Subdivision Plan of Land, Pittsburg NH Land of Renewable Properties, Inc.", and recorded in the Coos County Registry of Deeds as Plan #3642, including all rights reserved to the Washburns to relocate, develop, maintain, allow others to use and to gate and lock said Brent Alley. This reserved right also includes the right reserved by the Washburns to have the Access Road and/or Brent Alley designated as a town road.

#### **4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. The Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to the Property.
- B. Except in connection with Grantee's Forestry activities on the Property, the Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

## **5. BENEFITS AND BURDENS**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer. If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction and venue shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

## **6. AFFIRMATIVE RIGHTS AND OBLIGATIONS OF GRANTEE**

A. The Grantee and the Third Party Holder shall have access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

B. The Grantee shall further have access to the Property in the event it determines to engage in commercial or noncommercial Forestry on the Property, subject to the terms and conditions of this Easement. For these purposes, the Grantor hereby also conveys and grants to the Grantee an appurtenant right of access for pedestrian access over the Property, subject to the Grantor's reserved rights set forth in Section 3 hereof. The burden and benefit of this right of access, as established herein, shall run with the land.

C. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed thirty (30) square inches in size, along the Property's boundaries.

D. Contemporaneously with the recording of this Easement, the Grantor shall pay to the Grantee a one-time fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00), to be deposited into the Grantee's stewardship fund and dedicated towards the perpetual stewardship of the Property (the "Stewardship Fee"). The Grantee shall have a fiduciary duty to hold and manage the Stewardship Fee consistent with its then existing stewardship fund policies and practices and in furtherance of the Purposes of this Easement in New Hampshire and in accordance with the wetlands mitigation project.

E. Notwithstanding any other provision of this Easement, and as required by the Clean Water Act Section 404 permit issued to the Grantor by the United States Army Corps of Engineers Permit No. \_\_\_\_\_ and NHDES Wetlands Permit No. \_\_\_\_\_, the Grantor shall attempt to identify a Replacement Grantee with more experience holding conservation easements in the State of New Hampshire. In the event that the Grantor within five (5) years from the date of this Easement finds another

qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement (the “Replacement Grantee”), and the Third Party Holder consents in writing to such Replacement Grantee, the Grantee shall assign and transfer all of its rights, title and interest in and to this Easement and the then remaining balance of the Stewardship Fee (as hereinafter defined) to the Replacement Grantee within forty-five (45) days of receipt of notice from the Grantor requiring said assignment (the “Required Assignment”). The Grantor’s right to require the Grantee to enter into the Required Assignment shall only be exercised once by the Grantor. From and after five (5) years from the date of this Easement, the Grantee’s obligation to enter into the Required Assignment shall terminate if prior written notice of such Required Assignment has not been received by the Grantee as required by this paragraph. The failure by the Grantee to timely enter into the Required Assignment with the Replacement Grantee shall be deemed to be a breach of this Easement by Grantee.

## **7. RESOLUTION OF DISAGREEMENTS**

A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, “Resolution of Disagreements,” shall be referred to as the “Activity”) complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Manchester, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542. The parties shall have ten (10) days to accept or refuse binding arbitration. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Manchester, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on

the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

#### **8. BREACH OF EASEMENT – GRANTEE’S REMEDIES**

A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.

C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. The Grantee shall be entitled to recover damages from the party found by a court of competent jurisdiction and venue to be directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor’s liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

F. The Grantee’s rights under this Section, “Breach of Easement...,” apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section,

“Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee’s rights hereunder.

G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, “Breach of Easement...,” both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee’s remedies described in this Section, “Breach of Easement...,” shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

H. Provided that the Grantor is found by a court of competent jurisdiction and venue to be directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys’ fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor’s breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor’s reasonable costs and reasonable attorney’s fees in defending the action.

I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee’s rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor’s control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, “Breach of Easement...,” against any third party responsible for any actions inconsistent with the provisions of this Easement.

## **9. THIRD PARTY RIGHT OF ENFORCEMENT**

A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.

B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Grantee or Third Party Holder's assignee or transferee as specified in Section 7 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

## **10. AMENDMENT**

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; notification is given to the New Hampshire Attorney General's Office at least thirty (30) days prior to the adoption of the amendment; consent of the Third Party Holder; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the \_\_\_\_\_ County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

## **11. NOTICES**

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

## **12. SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

## **13. EXTINGUISHMENT & CONDEMNATION**

A. Extinguishment. If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and venue. The amount of

the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. below. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.

B. Condemnation. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Grantee shall be entitled, after payment of any expenses, shall be determined in accordance with Section 13.C. below.

C. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 13.A and 13.B above, shall have a fair market value which shall be determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned. The Grantee shall use its share of the proceeds for conservation purposes consistent with the Purposes of this Easement in New Hampshire and in accordance with the compensatory wetlands mitigation package.

#### **14. ADDITIONAL EASEMENT**

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization, described in Section 5 above, accepts and records the additional easement.

#### **15. MERGER**

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the

Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

RENEWABLE PROPERTIES, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, \_\_\_\_\_, of Renewable Properties, Inc., a New Hampshire corporation, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained on behalf of said corporation.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**ACCEPTED BY GRANTEE:**

EVERSOURCE ENERGY LAND TRUST, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, \_\_\_\_\_, of Eversource Energy Land Trust, Inc., a Connecticut nonprofit corporation, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained on behalf of said nonprofit corporation.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**Third Party Holder Accepted by the State of New Hampshire on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:**

\_\_\_\_\_  
Thomas Burack, Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared Thomas Burack, the Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained, on behalf of the State of New Hampshire acting through its Department of Environmental Services.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**APPENDIX A**  
**Legal Description**

**Parcel First:** A certain tract or parcel of land, with improvements thereon, if any, situate in the Town of Pittsburg, County of Coos and State of New Hampshire, being the premises formerly occupied by Edward P. Kane as a homestead, and bounded as follows:

Northeasterly by a line between the within-conveyed premises and premises formerly known as the Addison Chase Farm, said line depicted in an agreement between Addison Chase and Charles H. Johnson dated August 1, 1912, recorded in Volume 158, Page 325 of the Coös County Registry of Deeds; westerly by line known as the Old Hereford Line; and easterly by the Connecticut River, containing One Hundred Acres, more or less.

EXCEPTING FROM the above property the following:

That portion of the premises lying within the bounds of Route 3 taken by the State of New Hampshire by Commissioners' Return of Highway Layout dated April 27, 1971, and recorded at Book 544, Page 7;

The premises conveyed by Arlene Shields to Melvin O. French and Linda A. French by deed dated July 29, 1977, and recorded at Book 599, Page 408;

The premises described as being a 5.00+/- acre tract located on the west side of U.S. Route 3 described in the deed of Arlene Shields to John Shields and Arlene Shields dated July 18, 1979, and recorded at Book 621, Page 220;

The 5.11 acre parcel which was conveyed by Brent W. Washburn to Larry E. Shields by way of a Warranty Deed dated October 7, 1998 and recorded at Book 903, Page 0595; and

The property conveyed by Quitclaim Deed of Renewable Properties, Inc. to Brent W. Washburn and Mary Beth Washburn recorded April 5, 2012, at Book 1347, Page 452, being three parcels of land of 0.893 acre, 1.961 acres, and 0.597 acre, shown on recorded Plan 3642, and so much of the bed of the Connecticut River as is appurtenant to and runs with said parcels.

The above-described premises are SUBJECT TO the following instruments recorded with the Coos County Registry of Deeds:

1. Any land use change tax which has arisen or may arise under RSA 79-A: 7. See notice of current land use taxation recorded at Book 781, Page 644, in the name of Arlene Shields.
2. Layout and taking for layout of U.S. Route 3 by Commissioner's Return of Highway Layout, dated April 27, 1971, including rights and easements pertaining to access, light, air, view, slope, embankment and drainage recorded at Book 544, Page 7 et seq.
3. Right of Easement in favor of New Hampshire Electric Cooperative, Inc. and recorded February 11, 1980, at Book 627, Page 301.

4. Easements granted to New England Telephone and Telegraph Company and New Hampshire Electric Co-operative Inc. dated June 15, 1965, and recorded at Book 494, Page 86, to the extent said easement affects the Insured Premises.
5. Reservation by Brent W. Washburn and Mary Beth Washburn to two points of access on the westerly/northwesterly sideline of Route 3 as set forth in the Deed of said Washburns to Renewable Properties, Inc. recorded at Book 1347, Page 448.
6. Rights, easement, and terms for access over Brent Alley:
  - a. as shown on recorded Plan 3642 entitled "Subdivision Plan of Land, Pittsburg, NH, Land of Renewable Properties, Inc." dated April 5, 2012; and/or
  - b. as reserved in the Deed of Brent W. Washburn and Mary Beth Washburn to Renewable Properties, Inc. recorded at Book 1347, Page 448.
7. Agreement by Renewable Properties, Inc. to give written notice of a proposed sale of the property as set forth in the Deed of Brent W. Washburn and Mary Beth Washburn to Renewable Properties, Inc. recorded at Book 1347, Page 448.
8. Obligation regarding legal fees and costs as set forth in the Deed of Brent W. Washburn and Mary Beth Washburn to Renewable Properties, Inc. recorded at Book 1347, Page 448.
9. Facts, matters and details set forth or referenced on "Subdivision Plan of Land, Pittsburg, NH, dated April 5, 2012, Land of Renewable Properties, Inc." prepared by Coler & Colantonio, Inc. and recorded as Plan 3642.
10. The conveyance of three access points on the south/southeast side of US Route 3 by Renewable Properties, Inc. to Brent W. Washburn and Mary Beth Washburn in the deed recorded at Book 1347, Page 452.

Parcel First being a portion of the premises conveyed to Renewable Properties, Inc. by Quitclaim Deed of Brent W. Washburn and Mary Beth Washburn dated April 5, 2012, and recorded at Book 1347, Page 448 of the Coos County Registry of Deeds.

**Parcel Second:** Certain parcels of land, with any and all buildings thereon, situated in the Town of Pittsburg, County of Coos and State of New Hampshire, designated as Lot AI-28 on the Town of Pittsburg; Tax Map, described as follows:

**TRACT 1:**

A certain piece of land in Pittsburg, New Hampshire, in the County of Coos, described as follows, viz: Being all and the same land and premises conveyed by deed of Isidore Martineau dated November 23, 1959 and recorded in the Coos County Land Records, and conveyed to Holman J. Amey by Albert Martineau, December 1, 1959, recorded in the Coos County Land Records Volume 446, Page 398.

TRACT 2:

A certain piece or parcel of land situated in the Town of Pittsburg, in the County of Coos and State of New Hampshire, bounded and described as follows:

Being Lot numbered one (1) in the First (1<sup>st</sup>) Division of lots in said town, containing two hundred (200) acres, more or less, excepting and reserving a small field of cleared land situated on the West side of the highway leading from Beecher Falls to Pittsburg, New Hampshire, containing about five (5) acres, more or less, and the same reservation made in a deed from Seneca Hardy and wife to Ernest Tillotson dated November 18, 1905 and recorded in Volume 123, Page 308 of Coos County Land Records.

Meaning and intending to describe and convey all and the same premises conveyed by Ernest E. Tillotson to A.M. Stahl, August 20, 1907, recorded in the same land records Volume 131, Page 227, it being understood and agreed that in the event of its being established that one Isidore Martineau, or his heirs and assigns, own more land in said lot than is reserved herein, either by being cleared or otherwise, then and in such event, the warranties of title herein made shall not apply thereto.

TRACT 3:

A certain tract or parcel of land in the Town of Pittsburg, County of Coos and State of New Hampshire, being three-fourths (3/4) of Lot numbered two (2) in Range number One (1) of lots in said Town of Pittsburg, being the north half and the southwest quarter of said Lot, containing approximately one hundred fifty-six (156) acres; also approximately six (6) acres off from the south side of Lot Number One (1) in Range Two (2) of lots in said Pittsburg.

The foregoing Tracts 1, 2 and 3 are the same premises conveyed to Renewable Properties, Inc. by Warranty Deed of Elaine Starling and J. Dane Starling dated September 28, 2012, and recorded at Book 1361, Page 463, in said Registry of Deeds.

The foregoing Tracts 1, 2 and 3 are SUBJECT TO the following:

1. Easement fifty feet in width granted by John E. Maxfield and Margaret W. Maxfield to New England Telephone and Telegraph Company and New Hampshire Electric Co-operative Inc. dated May 25, 1965, and recorded at Book 494, Page 383.
2. Current land use taxation lien as set forth in the deed recorded with said Registry at Book 781, Pages 635, 636 and 637, and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.
3. Tract 2 is subject to such pole line rights as may exist as recited in the Deed of Starling to Renewable Properties, Inc. recorded at Book 1361, Page 463, and previous deeds.
4. Title exclusion in Tract 2 as set forth in the Deed of Starling to Renewable Properties, Inc. recorded at Book 1361, Page 463, and in previous deeds which reads:

“and the same reservation made in a deed from Seneca Hardy and wife to Ernest Tillotson

dated November 18, 1905 and recorded in Volume 123, Page 308 of Coos County Land Records.

“Meaning and intending to describe and convey all and the same premises conveyed by Ernest E. Tillotson to A.M. Stahl, August 20, 1907, recorded in the same land records Volume 131, Page 227, it being understood and agreed that in the event of its being established that one Isidore Martineau, or his heirs and assigns, own more land in said lot than is reserved herein, either by being cleared or otherwise, then and in such event, the warranties of title herein made shall not apply thereto.”

Parcel Second being a portion of the premises conveyed to Renewable Properties, Inc. by Warranty Deed of J. Dane Starling and Elaine Starling dated September 28, 2012, and recorded at Book 1361, Page 463 of the Coos County Registry of Deeds.