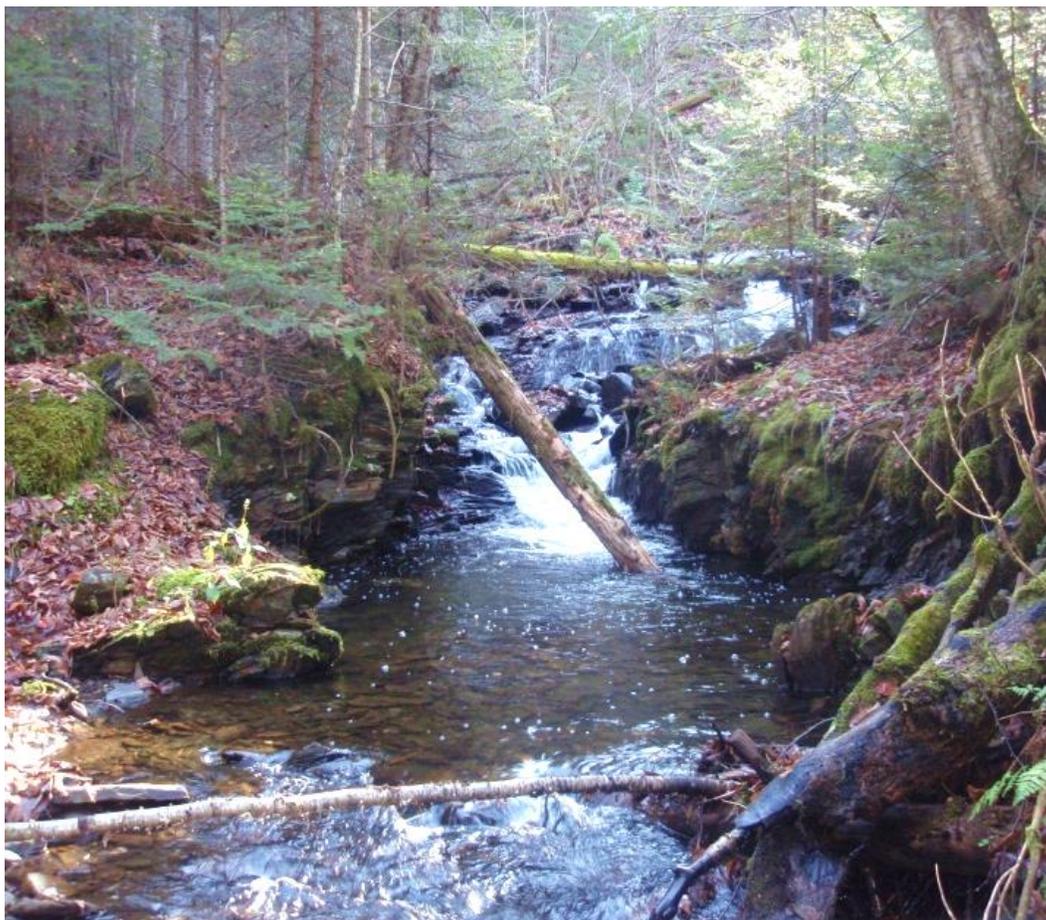


**Mitigation Baseline Report  
Site C - Haynes Road Site  
Clarksville, NH  
Northern Pass**



**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**

---

# 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: Haynes Road

Town/County: Town of Clarksville, Coos County

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

Land Types: Total acreage: 161.3 ac. .08% Open Habitat 68% Lowland Spruce Fir  
22.4 % Northern Hardwood Forest

## 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 C – the Haynes Road Site, is comprised of two adjacent properties that are primarily forested. The site contains an unoccupied private residence, a barn of about 2,200 sf, a 12x15 ft. animal storage shed, and an old camp building. The private residence is located on the southeast portion of the site and consists of a two-story wood frame structure, approximately 2,400 sf that was listed as being constructed in 1900. All buildings and contents will be removed prior to execution of the conservation easement deed. The building is supplied with electricity by overhead utility lines that enter the building on the south side. The building is reported to be connected to a sub-surface septic system, but the system was not observed during the walkover of the site. A water supply well and pump house are located to the west of the building along Favreau Brook, which flows along the southern property boundary. A Phase I Environmental Site Assessment was completed on these properties, and no hazardous waste issues were identified. Storage tanks and debris typical of residential and historic farming are present in selected locations around the property, including some insecticide and livestock spray and common petroleum products. An existing snowmobile trail, known as Corridor 20, is located within the southwest corner of the site, crossing Favreau Brook on a wooden bridge. This trail will remain. It appears that other trails branch off Corridor 20 onto Site C and Haynes Road, and conserving this land would provide an opportunity to limit unregulated use. A 120 foot wide transmission corridor with 5 lattice structures is planned along the northern end of Site C.

## 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 C consists of two adjacent parcels (LL404 and LL402) dominated by northern hardwood-conifer and lowland spruce-fir forests. Wet meadow/shrub wetlands are also present. The site is mostly forested with several acres of open fields, a small farm pond, old orchards, and at least 2,400 feet of a perennial stream and wetland complex (Favreau Brook). The forests have been managed. Most of the site has been mapped by NH Fish and Game as a Deer Wintering Area (DWA). Recent logging operations took place on the northeastern portion of the site. The ground surface at the site generally slopes downhill from east to west. Approximately 26 acres of Highest Ranked Habitat in the State (as designated by the NH Wildlife Action Plan) has been mapped along Favreau Brook.

Site C is partially bordered on two sides by the 2,128 acre Washburn Family Forest, held by the Society for the Protection of NH Forests. The area adjacent to the site is a mixture of undeveloped woodlands

and residential/camp properties. The site is bounded by wooded properties to the north, east, and west and by residential/wooded properties to the south. A large sand and gravel pit is located on a portion of the adjacent parcel to the northwest (LL 400), and a small sand and gravel pit is located on the adjacent parcel to the southeast (LL 410). The parcel has approximately 400 feet of frontage on Haynes Road, which could potentially allow for subdivision and development, were the properties not protected for conservation.

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

| <b>Feature</b>   | <b>Measurement/Classification</b>                                    |
|------------------|--|
| Total Site Area  | 161.3 acres  |
| Waterbody        | Small pond 0.25 acres; Favreau Brook                                 |
| Shoreline Length | 325 ft (pond)  |
| Stream Length    | 2,400 If Favreau Brook   |
| Wetlands         | 53 acres (40 ac PFO1/4; 13 ac PEM1) plus other unidentified wetlands |

*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-

\_\_\_\_\_ Date

\_\_\_\_\_ Date

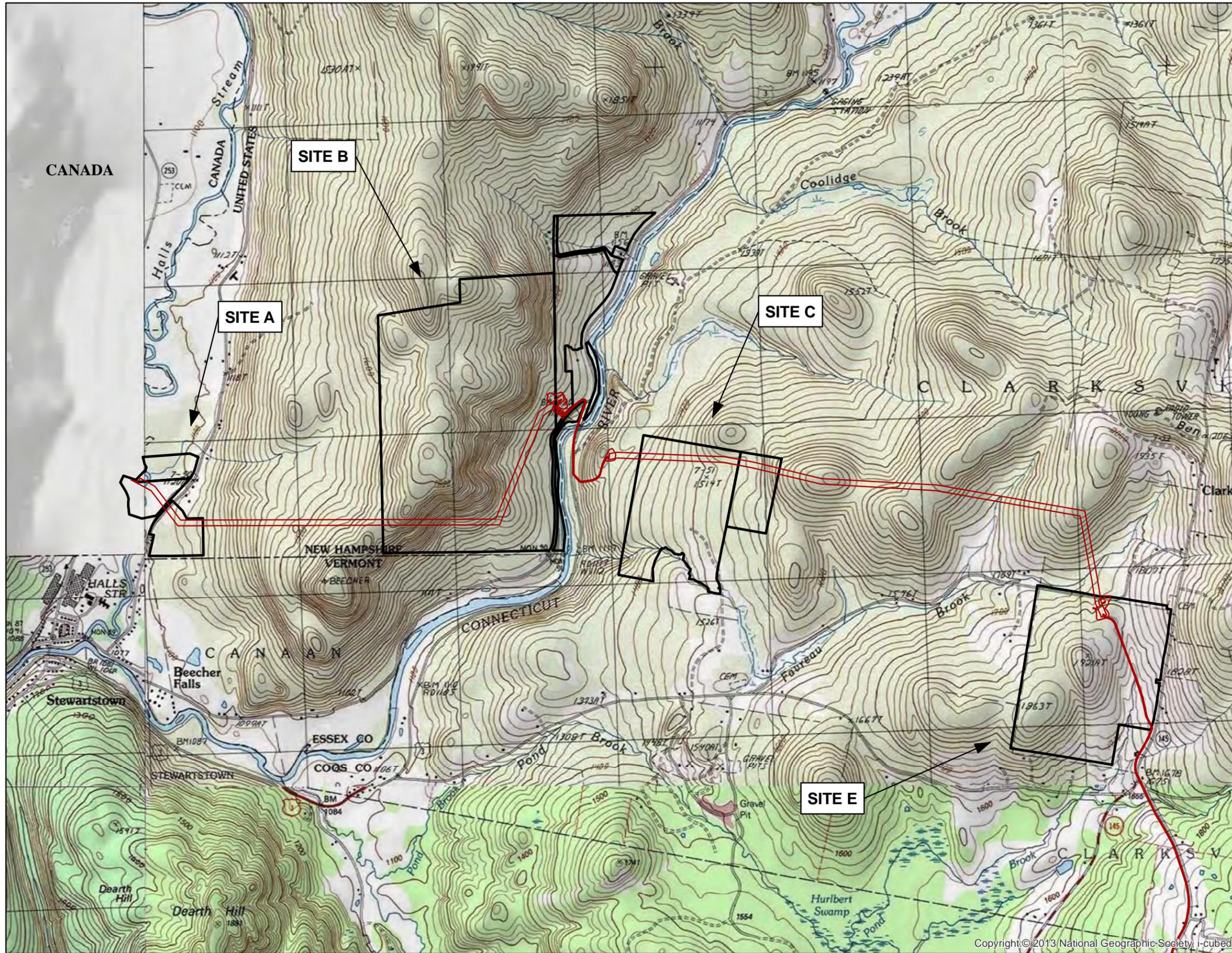
Attachments: (not all conservation parcels have all attachments)

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

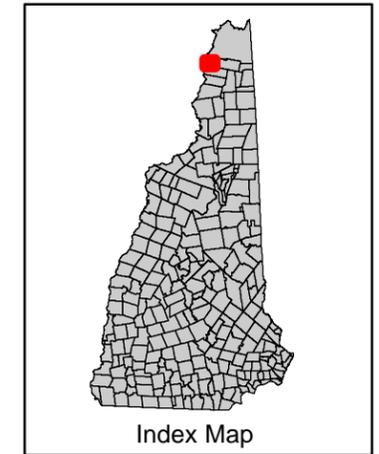
## USGS Location Map



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### Northern Pass Mitigation Analysis



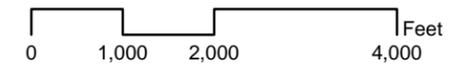
#### Site Features

-  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 C – Haynes Road Mitigation Site  
Ground Photos



Photo 1. View of recent logging activity on parcel LL 402.



Photo 2. View of interior landscape cover on parcel LL 402.



Photo 3. View facing north from Haynes Road of private residence on parcel LL 404.



Photo 4. View facing southwest of storage barn on parcel LL 404.

Site C – Haynes Road Mitigation Site  
Ground Photos



Photo 5. June 18, 2015. Wetland along Favreau Brook.



Photo 6. Favreau Brook on parcel LL 404.



Photo 7. View of interior landscape cover on parcel LL 404.



Photo 8. View of interior landscape cover on parcel LL 404.

Site C – Haynes Road Mitigation Site  
Ground Photos

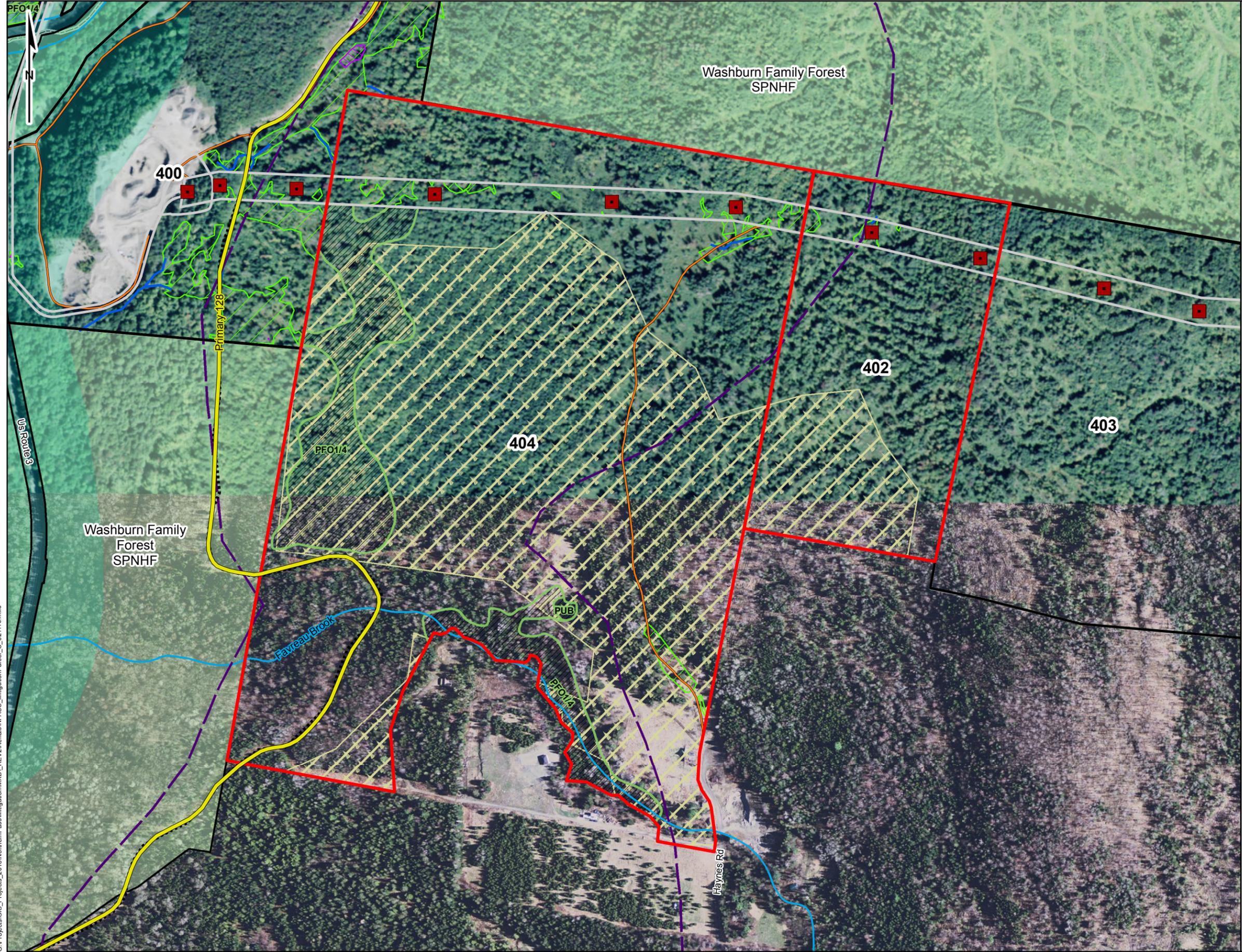


Photo 9. June 18, 2015. Small farm pond on Parcel 404.



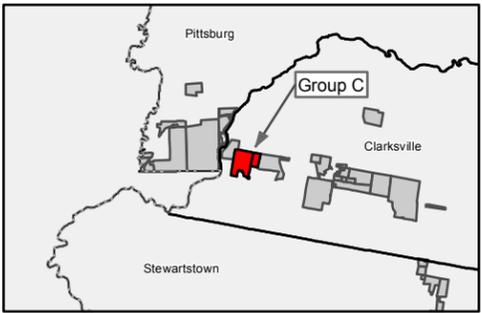
Photo 10. June 18, 2015. Old field with apple trees on Parcel 404.

## Aerial Photo Property Map



# Northern Pass Mitigation Analysis

## Mitigation Group: C



| Group C Site Summary |                   |
|----------------------|-------------------|
| Town:                | Clarksville       |
| County:              | Coos              |
| HUC 12 Watersheds:   | 10801010203       |
| Eco Region:          | Connecticut Lakes |
| Total Site Acreage:  | 161.3             |

- Site Features**
- Proposed Transmission Structures
  - ROW Access Routes
  - NHD Streams
  - Delineated Streams
  - Snowmobile Trails
  - Proposed ROW
  - Group C Parcels
  - Political Boundaries
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Photointerpreted Wetlands
  - Deer Wintering Areas
  - Lowland Spruce Fir
  - FEMA Flood Zone
  - Conservation Land

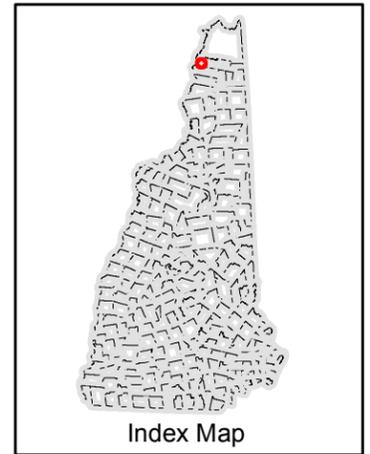
Data Provided By: GRANIT, NHDES, NHHNB, NRCS, NHF&G, NHD and ESRI

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 25 Nashua Road,  
 Bedford, NH, USA  
 03110

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# Natural Resource Maps

# Northern Pass Mitigation Analysis - Soils Map



## Group: C

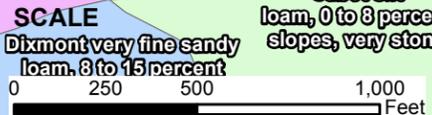
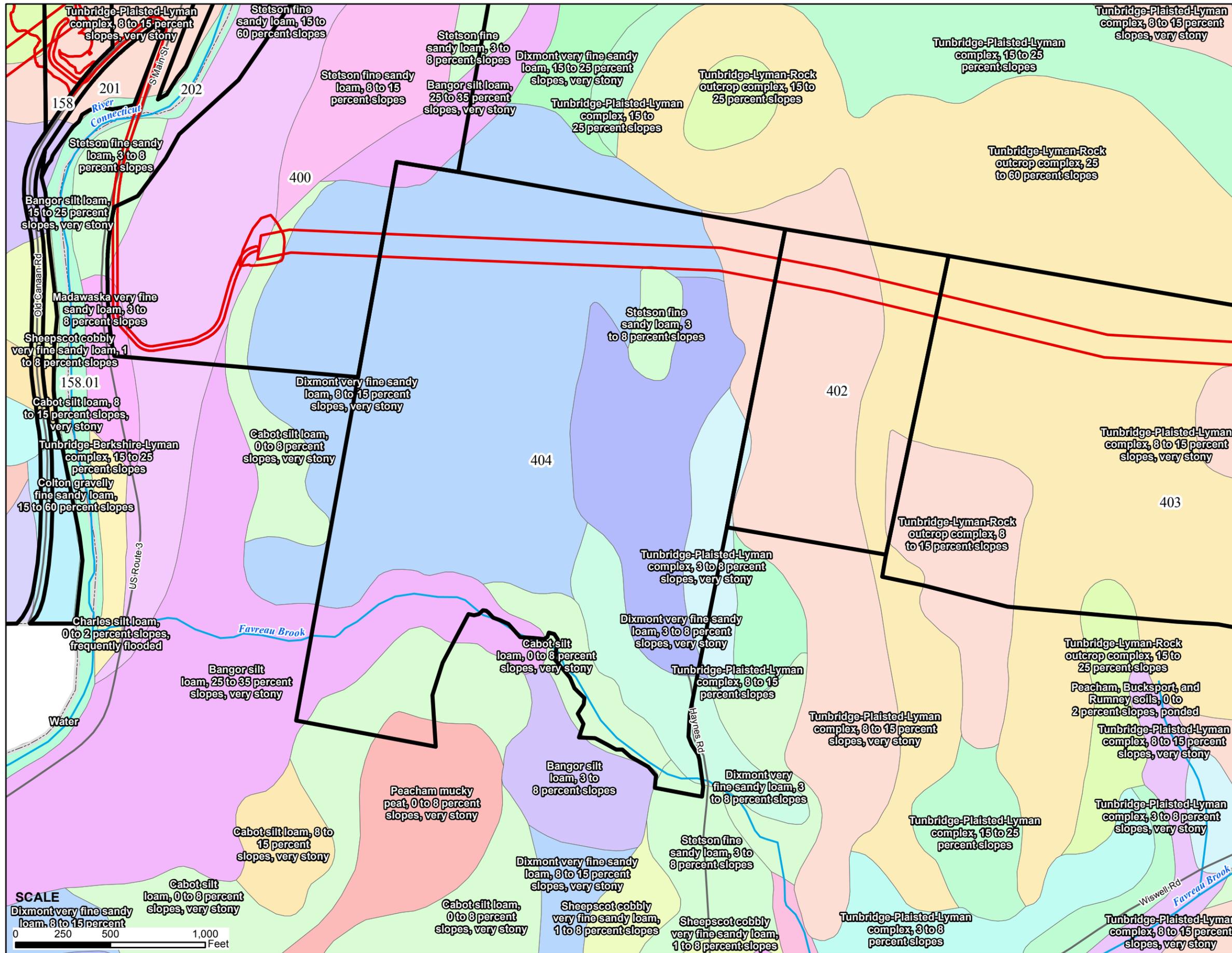
-  Mitigation Parcels
-  Proposed ROW/Site Facilities

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

Data Provided By: GRANIT and NHD

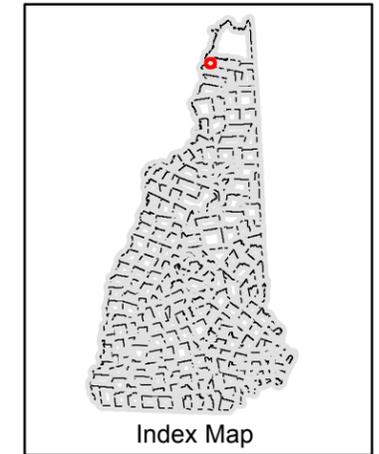


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03110



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# Northern Pass Mitigation Analysis - Hydric Soils Map



## Group: C

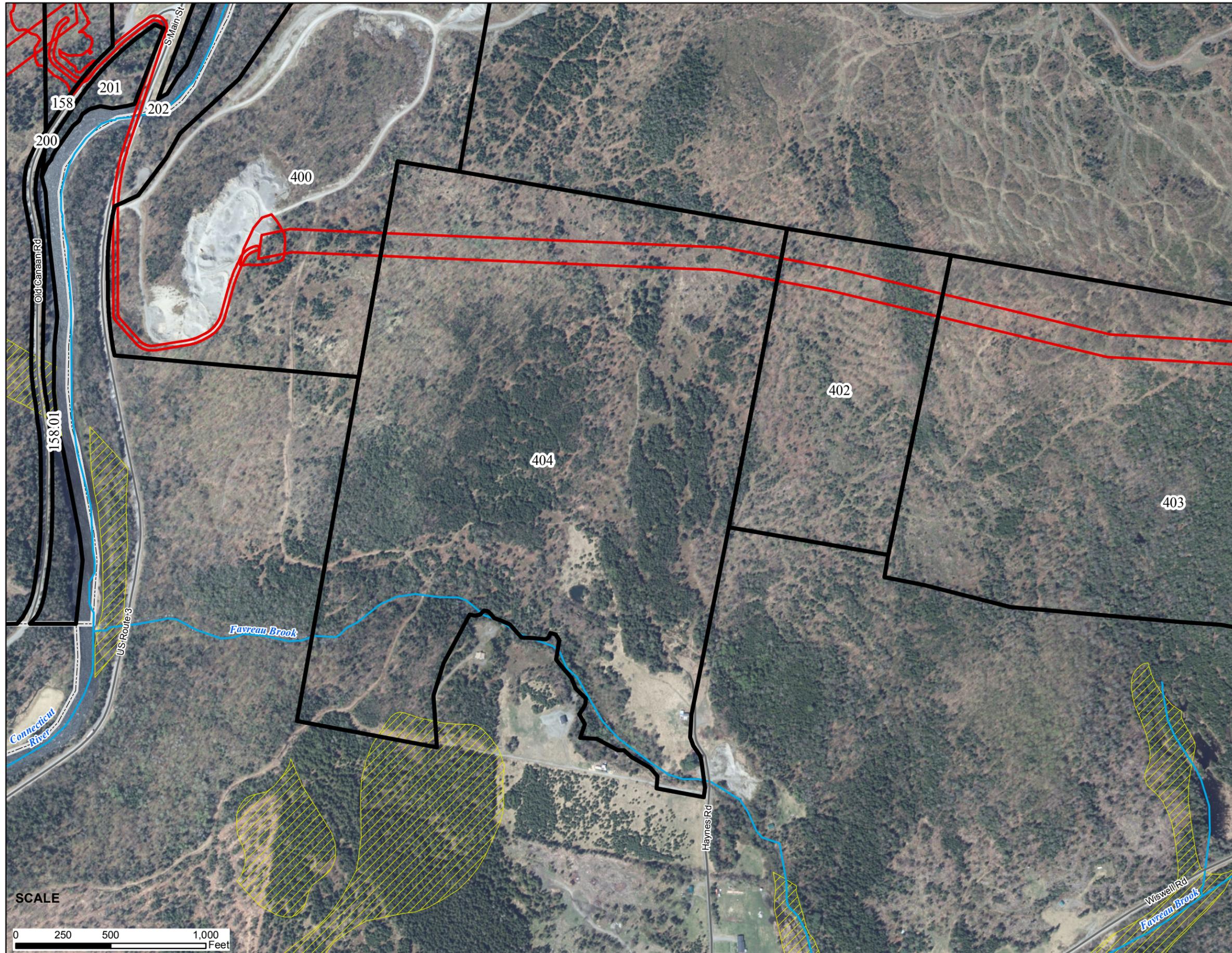
-  Mitigation Parcels
-  Proposed ROW/Site Facilities
-  Hydric Soils

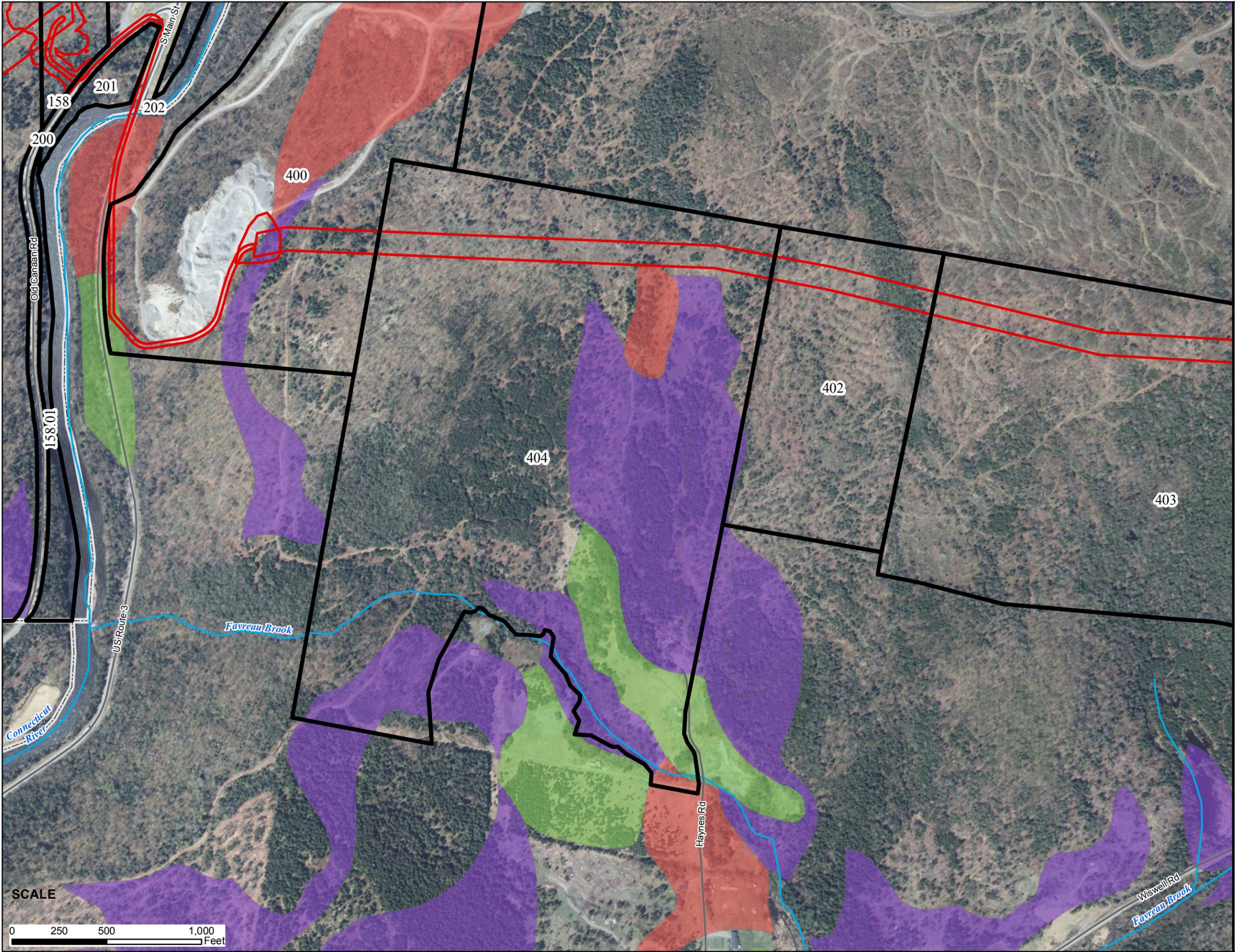
\*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD



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Bedford, NH, USA  
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**Northern Pass Mitigation Analysis - Agricultural Land Map**



- Group: C**
- 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



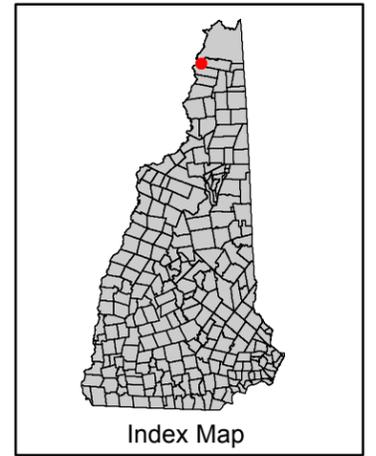
Normandeau Associates, Inc  
 25 Nashua Road,  
 Bedford, NH, USA  
 03110

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# Northern Pass Mitigation Analysis



## Group: C

### Site Features (acres)

8.2 Proposed ROW / Site Facilities

### WAP Tiers (acres)

26.5 Highest Ranked Habitat in NH

Highest Ranked Habitat in the Biological Region

### Photointerpreted Cover Types (acres)

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1.3 Open Habitat               | Mixed Hardwoods                  |
| Clear Cut                      | 109 Lowland Spruce Fir           |
| River                          | Hardwood / Softwood              |
| Stream                         | Hemlock Hardwood Pine            |
| 0.2 Pond                       | High Elevation 2500 +            |
| 6.4 Residential                | High Elevation Spruce Fir 2700 + |
| 36.2 Northern Hardwood Conifer |                                  |

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

Data Provided By: GRANIT, NHF&G and NHD



### SCALE

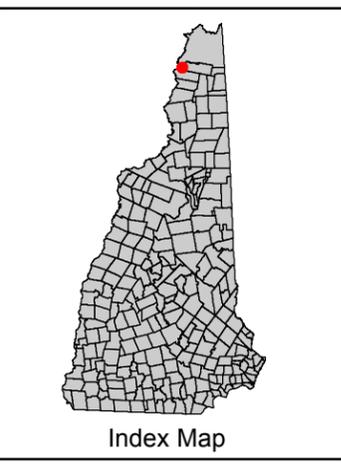


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 Bedford, NH, USA  
 03110





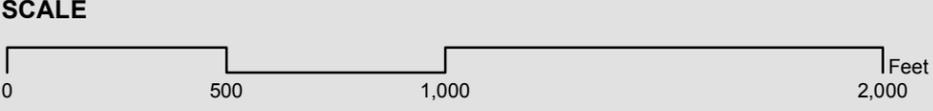
# Northern Pass Mitigation Analysis



## Group: C

- Site Features (acres)**
- NHD Streams
  - Delineated Streams
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Proposed ROW / Site Facilities
- Photointerpreted Wetland Cover Types (acres)**
- |      |        |                |
|------|--------|----------------|
| 13.3 | PEM1   | PUB            |
| PFO1 |        | PVP            |
| 38.0 | PFO1/4 | River          |
| PFO4 |        | Stream Channel |
| PSS1 |        |                |

Data Provided By: GRANIT & NHD



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# Site Reconnaissance Notes

# Haynes Road Mitigation Parcel Field Reconnaissance Notes

LLs 402, 404

A brief walkover of the parcels located at the terminus of Hanes Road in the Town of Clarksville, New Hampshire was performed 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

This group comprises two individual parcels that have a shared boundary. Both parcels have been logged extensively in the recent past, with many areas currently regenerating. A vacant residence and outbuilding occupy the southeastern corner of the site. Several roads allow access to the interior of the site, and appear to have been partially maintained by the tenants of the residence, when it was active. A named stream, Favreau Brook, passes through the southern portion of the site. A mapped off-road vehicle (ORV) trail passes through the southwestern portion of the site. The trail did not appear to be active in the summer months, and therefore is possibly utilized primarily as a snowmobile trail. A forested wetland was identified along the western edge of the group boundary, but this was not surveyed during the site visit and no conclusions have been made as to the integrity or character of this community.

---

<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) and Lowland Spruce – Fir Forest (S3)

Remnants of these two community types are interspersed throughout the site. The geographic limits are difficult to determine because much of the site has been extensively, selectively logged. Some patches of intact forest remain, which range from a balsam fir (*Abies balsamea*) and red spruce (*Picea rubens*) dominated overstory, to red maple (*Acer rubrum*) and yellow birch (*Betula alleghaniensis*) as dominant canopy species. Upland slopes are often dominated by a thick, monotypic layer of eastern hay-scented fern (*Dennstaedtia punctilobula*) in the understory, although some areas of closed canopy are able to support herbaceous species common to forest interiors, such as wild sarsaparilla (*Aralia nudicaulis*), evergreen wood fern (*Dryopteris intermedia*), and Canada-mayflower (*Maianthemum canadense*).

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

This parcel group is largely in a stage of early succession due to clearing associated with logging, the formerly maintained fields around the residence, and a small pasture area in the center of the site. These regenerating areas are dominated by seedlings and shrubs such as black cherry (*Prunus serotina*), red maple, balsam fir, red raspberry (*Rubus idaeus* ssp.), pin cherry (*Prunus pensylvanica*), Canada goldenrod (*Solidago canadensis* var. *canadensis*), and gray birch (*Betula populifolia*). Removal of overstory species and soil compaction and rutting allows for some wetland species to persist in the openings, such as nodding sedge (*Carex gynandra*), soft rush (*Juncus effusus*), and sensitive fern (*Onoclea sensibilis*).

### Wildlife and Wildlife Habitat Value

The community types present on the parcels that comprise Group B provide suitable habitat for a range of common species that occur at the lower elevations of northern New Hampshire. The majority of this site is mapped as a Deer Wintering Area (DWA) by NHFG, and although the site has been heavily logged recently, in the remaining stands of trees evidence of both historic and some recent winter use by deer is present, including browse damage from this past winter. A few recent moose pellet groups and one bear scat were also observed. The survey was conducted between 14:00 and 15:30, late in the breeding season, and 18 species of passerine were heard singing or calling. Most of the species were associated with the old field habitats at the southern end of the parcels, but forest associated species were also heard.



**Photo #: 1**

Intact spruce – fire forest



**Photo #: 2**

Regenerating old field -  
logged clearing



**Photo #: 3**

Northern hardwood –  
spruce-fir forest,  
dominated by  
hayscented fern in  
understory



**Photo #: 4**

Old field/pasture



**Photo #: 5**

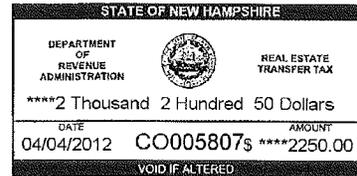
Vacant building,  
southeast corner of site

# Property Deeds and Survey Plans

Doc # 0001341 Apr 4, 2012 3:08 PM  
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 **JOHN R. LUGLI and JEAN C. LUGLI**, husband and wife, of 231 Newington Road, West Hartford, CT 06110, for consideration paid, grants 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 Clarksville, County of Coos and State of New Hampshire:

Certain tract or parcel of land, situate in the Town of Clarksville, in the County of Coos, and State of New Hampshire, bounded and described as follows:

A certain parcel of land with any buildings thereon situate in the Town of Clarksville, County of Coos and State of New Hampshire, being the 31.6 acre parcel shown on that certain plan entitled "Plan of Land of Wilma Bunnell Remainder of Home Place Part of Lot 4, Range 5 Clarksville, Coos County, New Hampshire" prepared by F.W. Cowan & Sons, Inc., dated October 22, 2001 and recorded as Plan #2489.

TOGETHER WITH a 50-foot wide right of way from Haynes Road to the above described premises as shown on said plan for general pedestrian, vehicular and utility line purposes.

Meaning and intending to describe the same property conveyed by Jean C. Lugli, Dencie L. Donovan and Linda F. Reynolds, as residuary legatees under the will of Wilma P. Bunnell, to John R. Lugli and Jean C. Lugli by Warranty Deed dated August 13, 2005 and recorded in the

BK 1347PG0338

Coos County Registry of Deeds in Book 1140, Page 507. For further reference, see also the Estate of Wilma P. Bunnell, Coos County Probate Records, Docket # 2004-0063.

THIS NOT HOMESTEAD PROPERTY

EXECUTED this 30 day of MARCH, 2012.

John R. Lugli  
John R. Lugli

Jean C. Lugli  
Jean C. Lugli

STATE OF Connecticut  
COUNTY OF Hartford

On this the 30 day of March, 2012, before me, the undersigned officer, personally appeared the above-named John R. Lugli 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.

Todd Bower  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

Print name Todd Bower

STATE OF Connecticut  
COUNTY OF Hartford

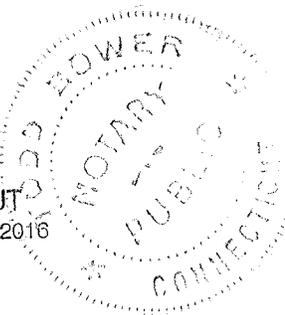
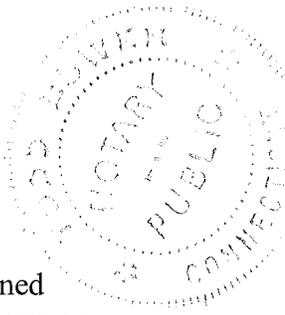
On this the 30 day of March, 2012, before me, the undersigned officer, personally appeared the above-named Jean C. Lugli known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purpose therein contained.

Todd Bower  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

Print name Todd Bower

TODD D BOWER  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
My Commission Expires April 30, 2016

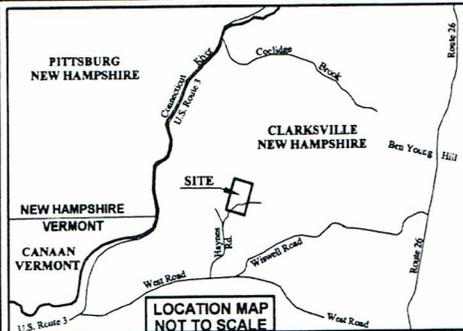
TODD D BOWER  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
My Commission Expires April 30, 2016



BK 1347PG0339

#2489

**NOTE:**  
 The "Home Place" is described in deed of Donald & Joyce Haynes to Kenneth L. Bunnell as being Lot 4, Range 4, and Lot 4, Range 5 of Lots in Clarksville" (Bk. 361, Pg. 248, April 21, 1948). Thus the Lot & Range Lines are the property bounds and NOT the fences.

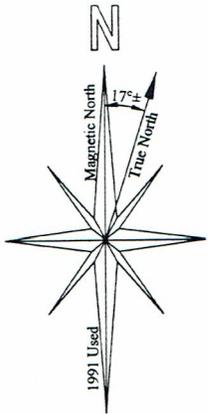


Stanley Bunnell  
 Bk. 791, Pg. 181  
 February 7, 1992  
 Tax Map # R2-79  
 (Lot 1 By Haynes  
 141.4 Acres ±)  
 Being a portion of  
 Lot 4, Range 5

**SOURCE OF TITLE:**  
 Donald E. & Joyce M. Haynes  
 to Kenneth L. Bunnell  
 Bk. 361, Pg. 248, April 21, 1948  
 Estate of Kenneth Bunnell  
 to Wilma Bunnell  
 Bk. 458, Pg. 20  
 "Home Place"

**31.6 Acres ±**  
 Remainder of Home Place  
 Being a portion of Lot 4, Range 5  
 Tax Map # R7-2

**Legend:**  
 ● Iron Rod Set  
 ○ Iron Pin Found  
 ○ Dimension from Haynes  
 (96.3') (S 2°00'W)  
 \* Fence Line

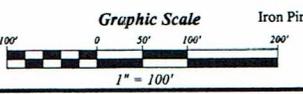


Bearings Rotated to match  
 Haynes 1991 Survey

Stanley Bunnell  
 Bk. 791, Pg. 181  
 February 7, 1992  
 Tax Map # R2-79  
 (Lot 1 By Haynes  
 141.4 Acres ±)  
 Being a portion of  
 Lot 4, Range 5

**Plan of Land of  
 WILMA BUNNELL**  
 Remainder of Home Place  
 Part of Lot 4, Range 5  
 Clarksville, Coos County, New Hampshire  
 Scale: 1 inch = 100 feet, October 22, 2001

**REFERENCES:**  
 Town of Clarksville Tax Maps.  
 Deeds found in the Coos County Registry.  
 Plan Entitled: "Property of Wilma Bunnell  
 Clarksville, N.H., Scale: 1" = 200'  
 September 1991" Surveyed By:  
 E.O. Haynes C.C.R.D. # 573B.



Pursuant to RSA 676: 18, III and RSA 672: 14  
 I certify that this Survey Plat is not a subdivision  
 pursuant to this title and that the lines of streets  
 and ways are those of public or private streets or  
 ways already established and that no new ways  
 are shown.  
 Date: 10/23/01  
 Licensed Land Surveyor

Survey & Plan By:  
**F.W. COWAN & SONS, Inc.**  
 Land Surveyors  
 Thibault Real Estate Building  
 59 Christian Hill Road  
 P.O. Box 383, Canaan, Vermont 05903  
 Tel. (802) 266-3575 Fax (802) 266-8208  
 Nikon Top Gun DTM - A20 Lg Total Station Traverse  
 and Carrier Phase G.P.S. Observations  
 October, 2001  
 Iron Rods Set are 3/4 inch rebar, 3 feet in  
 length, with red plastic identification caps stamped  
 "FON COWAN NH 835"  
 Plan No. 01-71

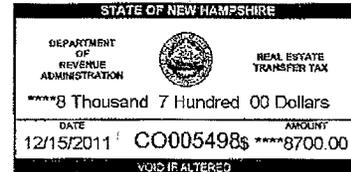
RECEIVED  
 2005 AUG 29 PM 12:53  
 Carol A. Danvers  
 Registrar  
 004080  
 DEPT. OF REVENUE  
 COOS COUNTY

Doc # 0005106 Dec 15, 2011 12:45 PM

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 **FRERESTONE, LLC**, a New Hampshire limited liability company of Lancaster, New Hampshire, for consideration paid, grants 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 Clarksville, Coos County and State of New Hampshire:

Certain real property, together with buildings and improvements, situate in Clarksville, Coos County, New Hampshire, more particularly described as follows:

Beginning at an iron pin on the westerly sideline of the Haynes Road, so-called, being the southeasterly corner of the premises herein described;

Thence running in a northeasterly direction along the westerly sideline of said Haynes Road the following bearings and distances:

- North 23° 30' East fifty-one (51.0) feet to a point;
- North 9° 07' East one hundred forty-five and nine tenths (145.9) feet to a point;
- North 0° 47' East twenty-seven and five tenths (27.5) feet to a point;
- North 17° 06' West fifty-nine and five tenths (59.5) feet to a point;
- North 4° 11' West forty-seven and six tenths (47.6) feet to a point;
- North 20° 12' East one hundred sixteen and eight tenths (116.8) feet to an iron pin;

BK 1340PG0590

Thence continuing in a northeasterly direction and diagonally crossing a certain right-of-way North 27° 30' East four hundred forty-eight and nine tenths (448.9) feet along a blazed line to an iron pin; and thence continuing North 27° 30' East five hundred fifty-five (555.0) feet along a blazed line to an iron pin; and thence continuing North 27° 30' East one thousand five hundred ninety-seven (1,597.0) feet along a blazed line to an iron pin at the northeasterly corner of the within described premises;

Thence turning and running along line of land now or formerly of Reuben G. Washburn North 63° 19' West two thousand fifty-four and four tenths (2,054.4) feet along a blazed line to a wooden post;

Thence turning and running in a southwesterly direction along land now or formerly of said Reuben G. Washburn South 27° 07' West two thousand nine hundred eighty-four and one tenth (2,984.1) feet along a blazed line to an iron pin;

Thence turning and running in a southeasterly direction South 62° 30' East two thousand one hundred seventy-eight and three tenths (2,178.3) feet along a blazed line to an iron pin situate on the westerly side of said Haynes Road, said iron pin being the point of beginning.

All bearing magnetic in September, 1991.

Reference is made herein to a plan entitled: "PROPERTY OF WILMA BUNNELL CLARKSVILLE, N.H. Scale: 1"=200' September, 1991" by E.O. Haynes, L.L.S., said plan bearing Town of Clarksville Planning Board Subdivision approval dated November 13, 1991, and recorded at the Coos County Registry of Deeds as Plan #573B.

TOGETHER WITH the 50-foot wide right-of-way for ingress and egress as reserved by Wilma P. Bunnell in her deeds to (a) Dencie Lee Donovan dated February 7, 1992, and recorded at Book 791, Page 175; (b) Jean C. Lugli dated February 7, 1992, and recorded at Book 791, Page 179; and as shown on the plan recorded as Plan No. 573B of the Coos County Registry of Deeds.

SUBJECT to any snowmobile crossing rights which may affect the subject premises.

EXCEPTING the following:

1. Conveyance of a 6.1 acre parcel from Stanley Bunnell to Mark Lemay, dated July 5, 2006 and recorded in the Coos County Registry of Deeds at Volume 1179, Page 241. (For further reference, see Plan # 2710, depicting Lot 1).
2. Conveyance of a 1.72 acre parcel from Stanley Bunnell to Amy Potavin as Trustee of the Lowe Family Trust, dated November 2, 2007 and recorded in the Coos County Registry of Deeds at Volume 1232, Page 508. (For further reference, see Plan # 3006, depicting Lot 3).
3. Conveyance of a 5.0 acre parcel from Karen Bunnell, Administrator of the Estate of Stanley Bunnell to Francis and Sherry Gay, dated April 10, 2008 and recorded in the

BK 1340PG0591

Coos County Registry of Deeds at Volume 1244, Page 992. (For further reference, see Plan # 2970, depicting Lot 2).

Meaning and intending to describe the same property conveyed to Frerestone, LLC by fiduciary deed of Karen Bunnell, Administrator of the Estate of Stanley Bunnell, dated March 10, 2010 and recorded in the Coos County registry of Deeds in Book 1299, Page 174.

EXECUTED this 9th day of December, 2011.

FRERESTONE, LLC

K R T  
Kenneth R. Tetrault, Member, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

On this the 9th day of December, 2011, before me, the undersigned officer, personally appeared the above-named Kenneth R. Tetrault, Member, duly authorized, of Frerestone, LLC 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.

Stephen F. Fogg  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

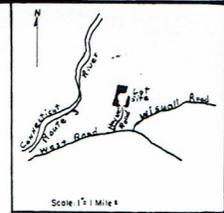
STEPHEN F. FOGG  
Commissioner of Deeds - New Hampshire  
My Commission Expires September 26, 2016 at name \_\_\_\_\_

BK 1340PG0592

#573B



Coos County Register of Deeds  
Returned Feb 15, 03:30 pm, 1991  
By *[Signature]*  
E.O. Haynes, Register



Scale 1/4 Mile  
Locus Map

Reuben G. Washburn  
P.O. Box 166  
Pittsburg, N.H. 03592

Lot 1  
141.4 Acres

Wilma Bunnell

Right-of-Way 50 feet wide reserved by Wilma Bunnell following an old road. Bearings and distances are along the center line.

Lot 4  
11.4 Acres

Lot 3  
11.4 Acres

Lot 2  
11.4 Acres

Dottie J. Hughes  
RR 1  
Pittsburg, N.H. 03592

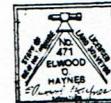
Approved By The Clarksville Planning Board At  
A Regular Meeting On Nov 13, 1991.

*[Signature]* Chairperson

*[Signature]*  
*[Signature]*  
*[Signature]*

Jeffery LaFrancis  
15-2 Gardner Street  
Waltham, Mass. 02154

Guy B. Turgeon  
Deborah A. Jarest  
Box 12 W  
West Stewartstown, N.H. 03597



PROPERTY OF  
WILMA BUNNELL  
CLARKSVILLE, N.H.  
Scale: 1" = 200'  
September, 1991  
Surveyed By: E.O. Haynes

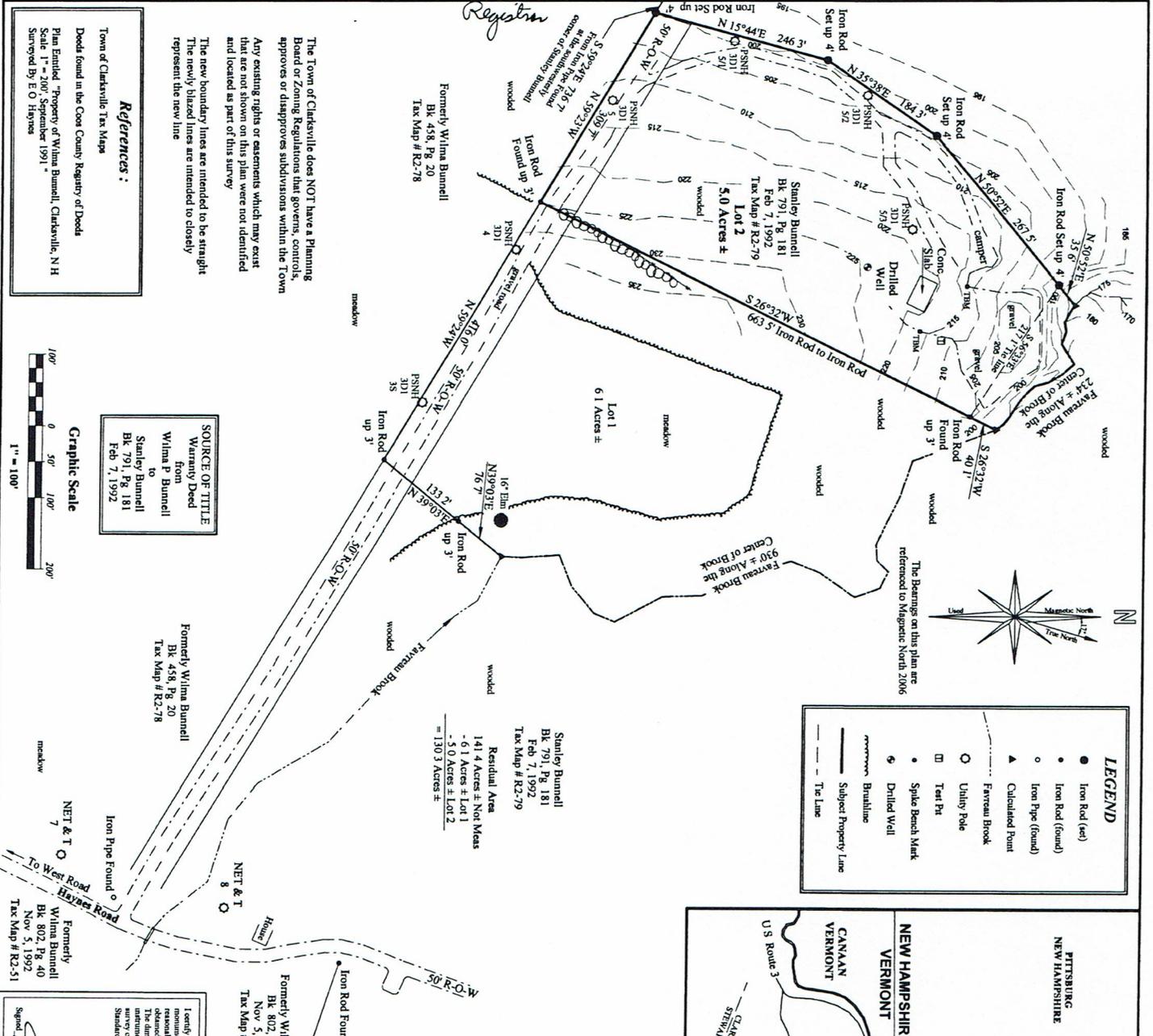


COOS COUNTY  
104582  
REGISTER OF DEEDS

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2007 JUL 27 AM 11:28

#2970

*Carl P. Bunnell*  
Register

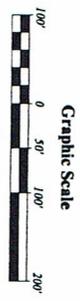


The Town of Clarksville does NOT have a Planning Board or Zoning Regulations that governs, controls, approves or disapproves subdivisions within the Town. Any existing rights or easements which may exist that are not shown on this plan were not identified and located as part of this survey. The new boundary lines are intended to be straight. The newly blazed lines are intended to closely represent the new line.

**References:**

Town of Clarksville Tax Maps  
Deeds found in the Coos County Registry of Deeds  
Plan Entitled: "Property of Wilma Bunnell, Clarksville, N.H. Scale 1" = 200', September 1991."  
Surveyed By E.O. Haynes

**SOURCE OF TITLE**  
Warning Deed  
From  
Wilma P. Bunnell  
to  
Stanley Bunnell  
Feb 7, 1992



**LEGEND**

- Iron Rod (set)
- Iron Rod (found)
- Iron Pipe (found)
- ▲ Calculated Point
- Fairvean Brook
- Utility Pole
- Test Pit
- Splice Bench Mark
- Drilled Well
- ~~~~~ Branchline
- Subject Property Line
- The Line

Stanley Bunnell  
BK 791, Pg. 181  
Feb 7, 1992  
Tax Map # R2-79

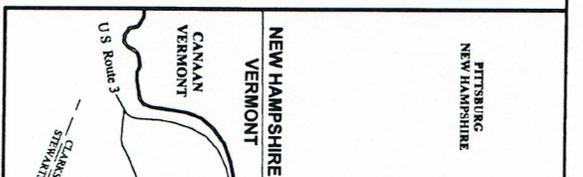
Rentland Area  
141.4 Acres ± Not Meas  
- 6.1 Acres ± Lot 1  
- 5.0 Acres ± Lot 2  
= 130.3 Acres ±

Formerly Wilma Bunnell  
BK 458, Pg. 20  
Tax Map # R2-78

Formerly Wilma Bunnell  
BK 802, Pg. 40  
Nov 5, 1992  
Tax Map # R2-51

I certify this monument was established in accordance with the laws of the State of New Hampshire. The date of survey was \_\_\_\_\_ and the survey was conducted by \_\_\_\_\_

Formerly Wilma Bunnell  
BK 802, Pg. 40  
Nov 5, 1992  
Tax Map # R2-51



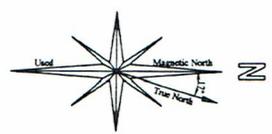
COOS COUNTY  
004397  
REGISTER OF DEEDS

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2006 JUN 27 AM 10:55

*Sally Kelleher*  
*Sally Kelleher*  
Sally Kelleher  
Sally Kelleher

# 2710

The Bearings on this plan are  
referenced to Magnetic North 2006



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**References :**

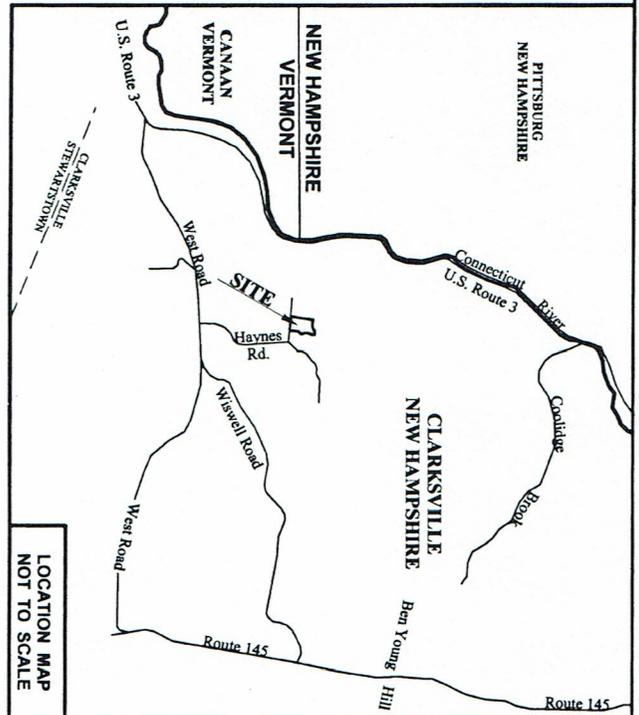
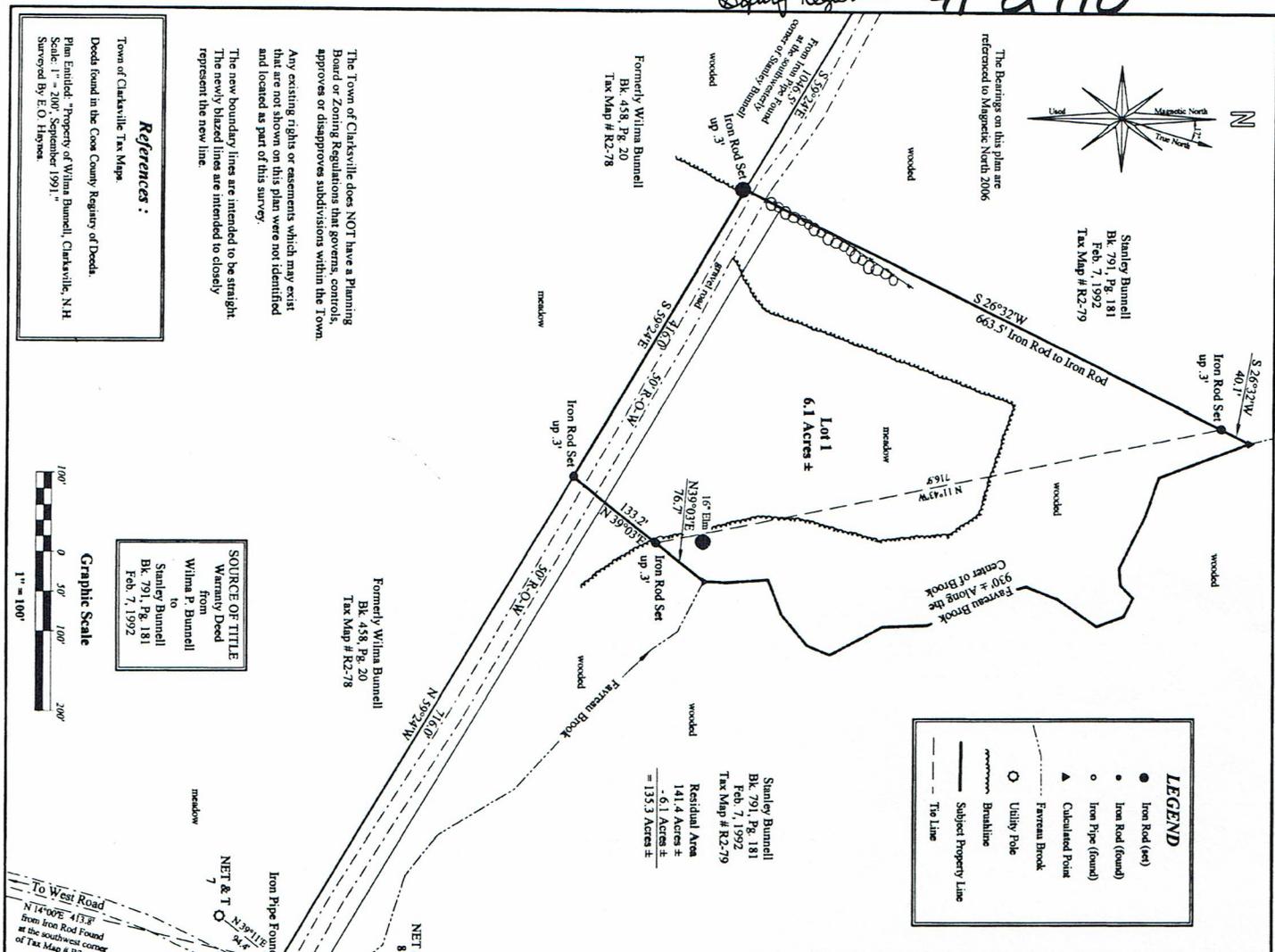
Town of Clarksville Tax Maps  
Deeds found in the Coos County Registry of Deeds.  
Plan Entitled "Property of Wilma Bunnell, Clarksville, N.H. Scale: 1" = 200', September 1991."  
Surveyed By E.O. Haynes.

**SOURCE OF TITLE**  
Warrenty Deed  
from  
Wilma P. Bunnell  
to  
Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992



**LEGEND**

- Iron Rod (lost)
- Iron Rod (found)
- Iron Pipe (found)
- ▲ Calculated Point
- Utility Pole
- Ferrarou Brook
- Subject Property Line
- The Line



LOCATION MAP  
NOT TO SCALE

Plan of 1 Lot Subdivision  
of Land of  
**STANLEY BUNNELL**  
Westerly of Haynes Road  
Clarksville, Coos County, New Hampshire  
Scale: 1 inch = 100 feet June 21, 2006

Formerly Wilma Bunnell  
Bk. 458, Pg. 20  
Tax Map # R2-78

Formerly Wilma Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992  
Tax Map # R2-79

Residual Area  
141.4 Acres ±  
6.1 Acres ±  
= 135.3 Acres ±

Formerly Wilma Bunnell  
Bk. 802, Pg. 40  
Nov. 5, 1992  
Tax Map # R2-51

I certify that this survey plat and the properties and monuments shown are, unless otherwise noted, in reasonable conformance with the information obtained from the Coos County Registry of Deeds. The dimensions shown herein are the result of an accurate survey upon the ground, and that this survey conforms to the standards of the Surveying Standards for Professional Surveyors.

Survey & Plan By:  
**F.W. COWAN & SONS, Inc.**  
Land Surveyors  
Thibault Real Estate Building  
59 Christian Hill Road  
P.O. Box 383, Canaan, Vermont 05903  
Tel. (802) 366-3575

Topcon GTS 225 Total Station Transverse  
June 2006

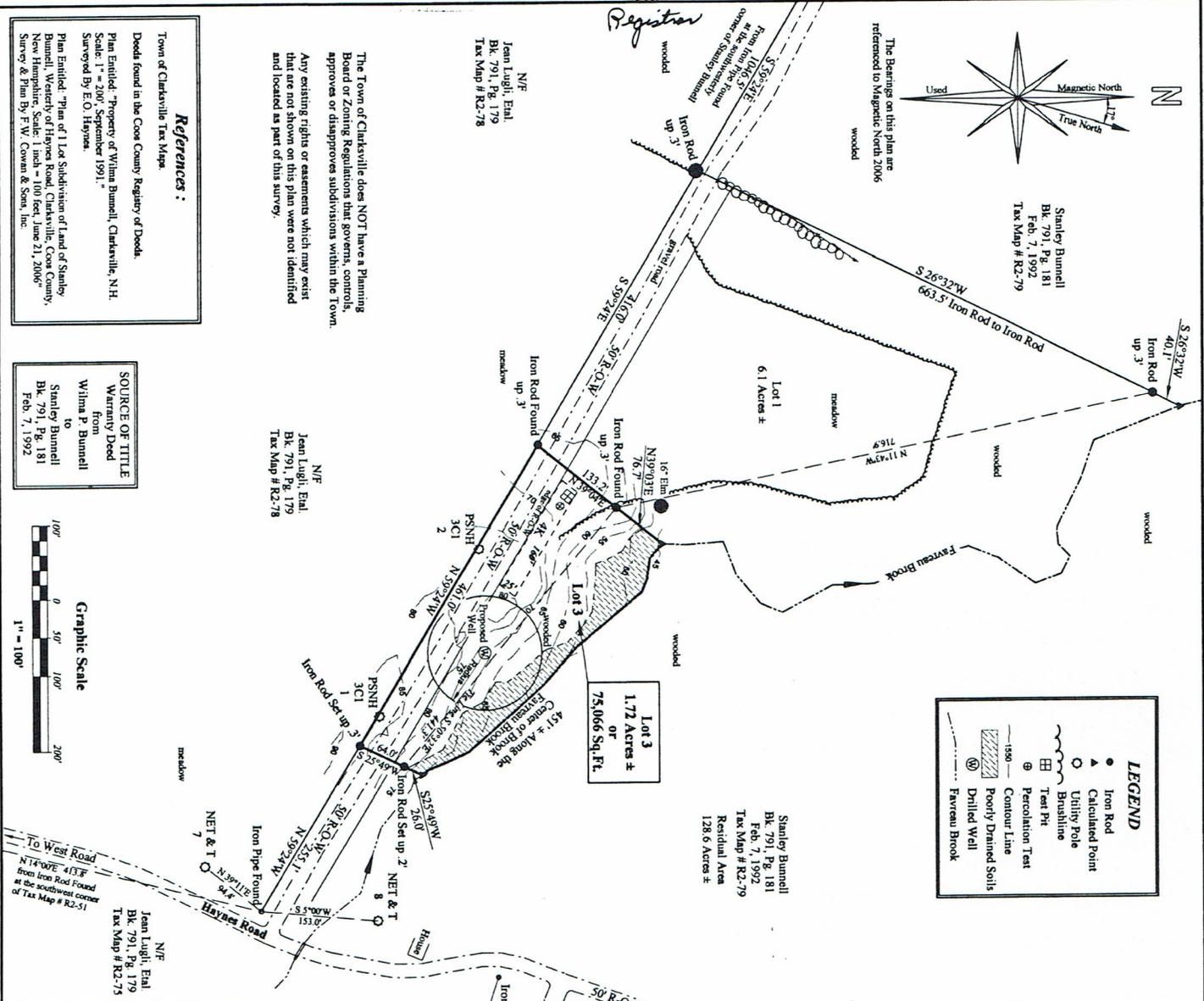
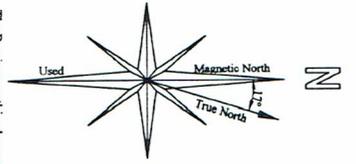
Iron Rod Set are 3/4 inch rebar, 3 feet in length, with stamped plastic identification caps.  
Plan No. 06-52

COOS COUNTY  
005853  
REGISTER OF DEEDS

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2007 SEP 26 PM 1:25

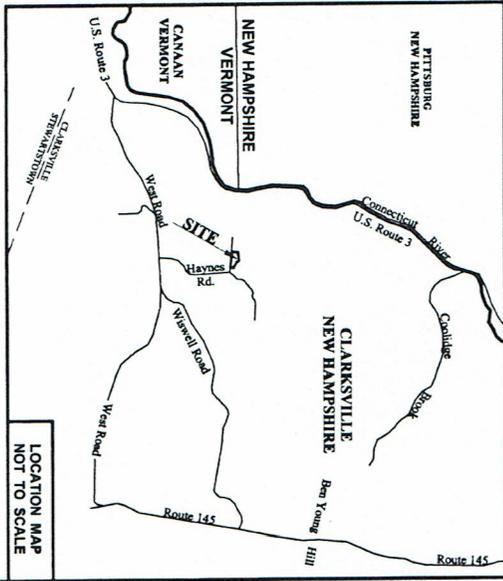
*Paul A Lamirato* # 3006

The Bearings on this plan are referred to Magnetic North 2006



**LEGEND**

- Iron Rod
- ▲ Calculated Point
- Utility Pole
- ⊕ Brushline
- ⊗ Test Pit
- ⊙ Percolation Test
- Contour Line
- ▨ Poorly Drained Soils
- ⊕ Drilled Well
- ⊕ Farreau Brook

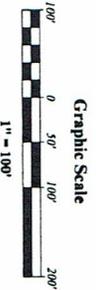


The Town of Clarksville does NOT have a Planning Board or Zoning Regulations that govern, controls, approves or disapproves subdivisions within the Town. Any existing rights or easements which may exist that are not shown on this plan were not identified and located as part of this survey.

**References:**

Town of Clarksville Tax Maps.  
Deeds found in the Coos County Registry of Deeds.  
Plan Entitled: "Property of Wilma Bunnell, Clarksville, N.H. Scale: 1" = 200' September 1991."  
Surveyed By: E.O. Haynes.  
Plan Entitled: "Plan of 1st Subdivision of Land of Stanley Bunnell, Westerly of Haynes Road, Clarksville, Coos County, New Hampshire, Scale: 1 inch = 100 feet June 21, 2006"  
Survey & Plan By: F.W. Cowan & Son, Inc.

**SOURCE OF TITLE**  
from  
Wilma P Bunnell  
Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992



I certify that this survey plan and the properties and measurement shown are, unless otherwise noted, in accordance with the standards and procedures established from the Coos County Registry of Deeds. The dimensions shown herein are the result of an instrument survey upon the ground, and that this survey conforms to the N.H. Land Surveying Standards.

*Paul A. Lamirato*  
Surveyor

Survey & Plan By:  
**F.W. COWAN & SONS, Inc.**  
Land Surveyors  
Thibault Real Estate Building  
59 Christian Hill Road  
P.O. Box 383, Canaan, Vermont 05903  
Tel. (802) 266-5375  
Togson GTS 253 Total Station, Traverse  
Jan. 2007  
Iron Rod Set are 3/4 inch rebar, 3 feet in length, with stamped plastic identification caps.  
Plan No. 07-62

Plan of 1 Lot Subdivision  
of Land of  
**STANLEY BUNNELL**  
To Create Lot 3  
Westerly of Haynes Road  
Clarksville, Coos County, New Hampshire  
Scale: 1 inch = 100 feet July 9, 2007,  
Revised July 24, 2007  
NHDES Approval # SA2007008187, Dated 9/4/07

Jean Lught, Eial  
Bk. 791, Pg. 179  
Tax Map # R2-75

Jean Lught, Eial  
Bk. 791, Pg. 179  
Tax Map # R2-76

Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992  
Tax Map # R2-79  
Residual Area  
128.6 Acres ±

Jean Lught, Eial  
Bk. 791, Pg. 179  
Tax Map # R2-75

Jean Lught, Eial  
Bk. 791, Pg. 179  
Tax Map # R2-78

# 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 103 Haynes Road, in the Town of Clarksville, 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 C – Clarksville, 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;
- C. To promote the North Country Council’s goals of forest block protection and wetlands and wetland buffer 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 Favreau Brook 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 Favreau Brook, and other ground and surface water resources including wetlands, wet meadow/shrub wetlands, streams, riparian areas, aquifers 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 deer wintering area, northern long-eared bat, forest migratory bird habitat 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. 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. 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. To the extent any such prohibited structures exist, Grantor shall promptly remove the same.

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) and the Transmission Lines (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 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 (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 (as hereinafter defined), 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”), 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, 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 to be documented as to location by a survey;

- b. The right to provide electric services to customers by means of the Transmission Lines 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 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;
- 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, 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 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.

#### **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**

**TRACT I:**

A certain parcel of land with any buildings thereon situate in the Town of Clarksville, County of Coös and State of New Hampshire, being the 31.6 acre parcel shown on that certain plan entitled "Plan of Land of Wilma Bunnell Remainder of Home Place Part of Lot 4, Range 5 Clarksville, Coös County, New Hampshire" prepared by F.W. Cowan & Sons, Inc., dated October 22, 2001 and recorded as Plan #2489.

TOGETHER WITH a 50-foot wide right of way from Haynes Road to the above described premises as shown on said plan for general pedestrian, vehicular and utility line purposes.

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

1. Rights of others entitled thereto to use the logging road depicted on the plan recorded as Plan No. 2489.
2. Possible encroachment of a fence as depicted on the plan recorded on Plan No. 2489.
3. Rights of others entitled thereto to use the 50 foot wide right of way shown on the plans recorded as Plan Nos. 573B and 2489.

Meaning and intending to describe the same property conveyed by John R. Lugli and Jean C. Lugli to Renewable Properties, Inc. by Warranty Deed dated March 30, 2012, and recorded in the Coos County Registry of Deeds in Book 1347, Page 338.

**TRACT II:**

Certain real property, together with buildings and improvements, situate in Clarksville, Coos County, New Hampshire, more particularly described as follows:

Beginning at an iron pin on the westerly sideline of the Haynes Road, so-called, being the southeasterly corner of the premises herein described;

Thence running in a northeasterly direction along the westerly sideline of said Haynes Road the following bearings and distances:

- North 23° 30' East fifty-one (51.0) feet to a point;
- North 9° 07' East one hundred forty-five and nine tenths (145.9) feet to a point;
- North 0° 47' East twenty-seven and five tenths (27.5) feet to a point;
- North 17° 06' West fifty-nine and five tenths (59.5) feet to a point;
- North 4° 11' West forty-seven and six tenths (47.6) feet to a point;

North 20° 12' East one hundred sixteen and eight tenths (116.8) feet to an iron pin;

Thence continuing in a northeasterly direction and diagonally crossing a certain right-of-way North 27° 30' East four hundred forty-eight and nine tenths (448.9) feet along a blazed line to an iron pin; and thence continuing North 27° 30' East five hundred fifty-five (555.0) feet along a blazed line to an iron pin; and thence continuing North 27° 30' East one thousand five hundred ninety-seven (1,597.0) feet along a blazed line to an iron pin at the northeasterly corner of the within described premises;

Thence turning and running along line of land now or formerly of Reuben G. Washburn North 63° 19' West two thousand fifty-four and four tenths (2,054.4) feet along a blazed line to a wooden post;

Thence turning and running in a southwesterly direction along land now or foinerly of said Reuben G. Washburn South 27° 07' West two thousand nine hundred eighty-four and one tenth (2,984.1) feet along a blazed line to an iron pin;

Thence turning and running in a southeasterly direction South 62° 30' East two thousand one hundred seventy-eight and three tenths (2,178.3) feet along a blazed line to an iron pin situate on the westerly side of said Haynes Road, said iron pin being the point of beginning.  
All bearing magnetic in September, 1991.

Reference is made herein to a plan entitled: "PROPERTY OF WILMA BUNNELL CLARKSVILLE, N.H. Scale: 1"=200' September, 1991" by E.O. Haynes, L.L.S., said plan bearing Town of Clarksville Planning Board Subdivision approval dated November 13, 1991, and recorded at the Coos County Registry of Deeds as Plan #573B.

TOGETHER WITH the 50-foot wide right-of-way for ingress and egress as reserved by Wilma P. Bunnell in her deeds to (a) Dencie Lee Donovan dated February 7, 1992, and recorded at Book 791, Page 175; (b) Jean C. Lugli dated February 7, 1992, and recorded at Book 791, Page 179; and as shown on the plan recorded as Plan No. 573B of the Coos County Registry of Deeds.

SUBJECT to any snowmobile crossing rights which may affect the subject premises.

EXCEPTING the following:

1. Conveyance of a 6.1 acre parcel from Stanley Bunnell to Mark Lemay, dated July 5, 2006 and recorded in the Coos County Registry of Deeds at Volume 1179, Page 241. (For further reference, see Plan # 2710, depicting Lot 1).
2. Conveyance of a 1.72 acre parcel from Stanley Bunnell to Amy Potavin as Trustee of the Lowe Family Trust, dated November 2, 2007 and recorded in the Coos County Registry of Deeds at Volume 1232, Page 508. (For further reference, see Plan # 3006, depicting Lot 3).
3. Conveyance of a 5.0 acre parcel from Karen Bunnell, Administrator of the Estate of Stanley Bunnell to Francis and Sherry Gay, dated April 10, 2008 and recorded in the Coos County Registry of Deeds at Volume 1244, Page 992. (For further reference, see Plan # 2970, depicting Lot 2).

SUBJECT TO the following matters recorded with the Coos County Registry of Deeds:

1. Rights of ingress and egress reserved by Wilma P. Bunnell in her deed to Stanley Bunnell dated February 7, 1992, and recorded at Book 791, Page 181.
2. Easements to use a 50-foot right of way along the southerly side of the subject premises as conveyed in the deeds recorded at Book 1179, Page 241; Book 1232, Page 508; and Book 1244, Page 992.
3. Rights and easements granted by Stanley Bunnell to Public Service Company of New Hampshire and Verizon New England, Inc. dated September 25, 2006, and recorded at Book 1191, Page 601.
4. Snowmobile rights to access corridor #21 as referenced in the deed recorded at Book 1299, Page 174.
5. Current land use taxation lien as may be set forth in instrument recorded with said Registry at Book 642, Page 135, 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.

Meaning and intending to describe the same property conveyed to Renewable Properties, Inc. by Warranty Deed of Frerestone, LLC dated December 9, 2011, and recorded with the Coos County Registry of Deeds at Book 1340, Page 590.