



Via Certified Mail

October 13, 2015

Pemigewasset River Local Advisory Committee

Max Stamp, Chair
2110 Summer St.
Bristol, NH 03222

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Stamp:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,

A handwritten signature in blue ink that reads "Lee E. Carbonneau".

Lee Carbonneau

Normandeau Associates, Inc.

As agent for Northern Pass Transmission, LLC.



Via Certified Mail

October 13, 2015

Town of Ashland
20 Highland Street

Ashland, NH 03217

Re: Shoreland Permit Application – The Northern Pass Project

Dear Sir or Madam:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,

A handwritten signature in blue ink that reads "Lee E. Carbonneau".

Lee Carbonneau

Normandeau Associates, Inc.

As agent for Northern Pass Transmission, LLC.

Shoreland Permit Application Northern Pass Squam River, Ashland, NH

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

October 2015

TABLE OF CONTENTS

1.0	Shoreland Permit Application	1
2.0	Copy of Check for Application Fee	8
3.0	Project Specific Work within the Protected Shoreland	9
3.1	Squam River	9
■	Appendix A Plans.....	11
■	Appendix B Property Deeds	13
■	Appendix C USGS Locus Map	132
■	Appendix D NH Tax Maps	134
■	Appendix E Representative Photos	136
■	Appendix F NHB Report and Correspondence	138
■	Appendix G Certified Mail Notifications and Receipts	143

DISCLOSURE STATEMENT

The data contained in all pages of this document have been submitted in confidence and contain trade secrets and/or privileged or confidential information, and such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the client shall have the right to use or disclose the data herein to the extent provided in the contract. This document includes data that shall not be disclosed outside of the purposes of this submittal and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than for evaluation purposes.

1.0 Shoreland Permit Application



Squam River



SHORELAND PERMIT APPLICATION

Water Division/ Shoreland Program

Land Resources Management

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

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

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

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

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

1. PROPERTY OWNER

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

ADDRESS: 780 Commercial Street

TOWN/CITY: Manchester

STATE: NH

ZIPCODE: 03101

PHONE: 603-669-4000

EMAIL: Kevin.mccune@eversource.com

2. PROJECT LOCATION

ADDRESS: Depot Road

TOWN/CITY: Ashland

STATE: NH

ZIPCODE: 03217

WATERBODY NAME: Squam River

TAX MAP: 3

LOT NUMBER: 1

3. CONTRACTOR OR AGENT

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

ADDRESS: 25 Nashua Rd

TOWN/CITY: Bedford

STATE: NH

ZIPCODE: 03110

PHONE: 603-637-1150

EMAIL: lcarbonneau@normandeau.com

4. CRITERIA

Please check at least one of the following below:

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

5. PROJECT DESCRIPTION

Total Square feet of impact 22,892 Total square feet of new impervious area 25

shoreland@des.nh.gov or (603) 271-2147

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

www.des.nh.gov

Provide a complete description of the proposed project. **A new high voltage transmission line will be constructed in an existing transmission ROW, and existing transmission and distribution lines will be relocated. The Ashland Project area includes one Shoreland location along two sides of the Squam River. Work in the Shoreland includes installation of a two footings of a lattice structure, temporary work pad, and upgrades to an existing gravel road that will be used for construction access. In addition, 22,450 square feet of tree clearing is planned within the existing ROW**

6. PERMIT APPLICATIONS SUBMITTED

Please indicate if applications for any of the permits listed below have been submitted or will need to be submitted:

- ☒ Wetlands Permit per RSA 482-A ☐ Individual Sewage Disposal System per RSA 485-A:29
☒ Alteration of Terrain Permit Per RSA 485-A:17 ☐ Subdivision Permit Per RSA 485-A:29

7. REFERENCE LINE ELEVATION (REQUIRED FOR LAKES, PONDS, AND ARTIFICIAL IMPOUNDMENTS)

Reference line elevations for most lakes, ponds and artificial impoundments greater than 10 acres in size are listed in the [Consolidated List of Waterbodies Subject to the Shoreland Water Quality Protection Act](#). Please see RSA 483-B:4, xvii for the definition of reference line.

The reference line for this waterbody is: 456-466 Feet

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

The shoreland frontage on this lot is : 475 Linear Feet

☐ N/A – No Direct frontage on this lot

9. APPLICATION FEE

A non-refundable permit application fee of \$100 plus \$0.10 per total square foot of is required at the time the application is submitted. Fees are capped at \$750 for projects impacting less than 10,000 sq ft, \$1,875 for projects impacting between 10,000 and less than 25,000 sq ft, and \$3,750 for projects impacting 25,000 sq ft and greater. Please note that your application will not be considered complete if it does not include the appropriate fee. **Please make checks payable to the Treasurer, State of NH.**

10. CALCULATING THE TOTAL IMPACT AREA AND PERMIT APPLICATION FEE

Total impact area is calculated by determining the sum of all areas disturbed by regrading, excavation, filling, construction, and structure removal. Impacts often include, but are not limited to: constructing new driveways, constructing new structures, areas disturbed when installing a new septic system or foundation, creating temporary access roads for the purpose of installing a well and regrading associated with landscaping activities.

Total Area Impacted within 250 Of the Reference Line. = 22,892 (A) Square Feet

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

11. REQUIRED CERTIFICATIONS

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

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

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

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

 ☒ This project is within ¼ mi of a [designated river](#) (river name: Pemigewasset River) and I have notified the [Local River Management Advisory Committee](#) by providing them with a copy of the complete application, including all supporting materials, via certified mail on day: 16 month: 10 year: 2015 and I have included a copy of the certified mail receipt in the application submittal (RSA 482-A:3,i(d)(2))

shoreland@des.nh.gov or (603) 271-2147

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

www.des.nh.gov

<input type="checkbox"/> This project is not within ¼ mi of a designated river			
N/A I have notified all abutters of the proposed impacts via certified mail as required by RSA 483-B:5-b, iv-a. (see definition of "abutter" on page (6)). Exempt per RSA-483-B:5-b, IV (A)			
12. SIGNATURES (Both must sign per Env-Wq 1406.08)			
OWNER NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy	DATE: <input type="text"/>
APPLICANT NAME	See attached signature page	PRINT NAME LEGIBLY: Kevin McCune, PSNH d/b/a Eversource Energy Northern Pass LLC, c/o Robert P. Clarke, Project Director	DATE: <input type="text"/>

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

SHORELAND APPLICATION WORKSHEET

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

For the purposes of this worksheet, "**Pre-Construction**" impervious surface areas¹ means all human made impervious surfaces² currently in existence on the property, whether to be removed or to remain after the project is completed. "**Post-Construction**" impervious area means all impervious surfaces that will exist on the property upon completion of the project, including both new and any remaining pre-existing impervious surfaces. All answers shall be given in square feet.

CALCULATING THE IMPERVIOUS AREA WITHIN 250 FEET OF THE REFERENCE LINE			
	STRUCTURE DESCRIPTION	PRE-CONSTRUCTION IMPERVIOUS AREA	POST-CONSTRUCTION IMPERVIOUS AREA
PRIMARY STRUCTURE Include all <u>attached</u> decks and porches.	<u>Transmission structure foundation</u>	<u>7</u> FT ²	<u>32</u> FT ²
ACCESSORY STRUCTURES All other impervious surfaces excluding lawn furniture, well heads, and fences.	<u> </u>	<u>0</u> FT ²	<u>0</u> FT ²
	<u> </u>	<u> </u> FT ²	<u> </u> FT ²
Common accessory structures	<u> </u>	<u> </u> FT ²	<u> </u> FT ²

¹ "**Impervious surface area**" as defined in Env-Wq 1402.15 means, for purposes of the impervious surface limitation specified in RSA 483-B:9, V(g), the sum total of the footprint of each impervious surface that is located within the protected shoreland.

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

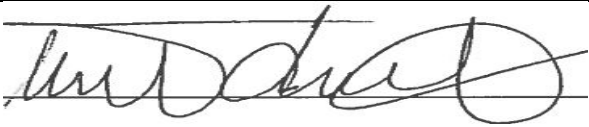
include, but are not limited to: driveways, walkways, patios and sheds.	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
	_____	_____ FT ²	_____ FT ²
TOTAL:		(A) <u> </u> FT²	(B) <u>32</u> FT²
Area of the lot located within 250 ft of reference line:			(C) <u>107,460</u> FT²
Percentage of lot covered by pre-construction impervious area within 250 ft of the reference line: [divide (a) by (c) x 100]			(D) <u>0.006</u> %
Percentage of lot to be covered by post-construction impervious area within 250 ft of the reference line upon completion of the project: [divide (b) by (c) x 100]			(E) <u>0.03</u>%

IMPERVIOUS AREA THRESHOLDS

DETERMINING IF A STORMWATER MANAGEMENT PLAN IS REQUIRED	
<input checked="" type="checkbox"/>	This project does not require a stormwater management plan because the proposed post-construction impervious area (Calculation E) is less than or equal to 20%.
<input type="checkbox"/>	This project requires a stormwater management plan because the proposed post-construction impervious area (Calculation E) is greater than 20%, but not greater than 30%. See details on the <i>Checklist of Required Items</i> on page 6
<input type="checkbox"/>	This project requires a stormwater management plan designed and certified by a professional engineer because the post-construction impervious area (Calculation E) is greater than 30%; and All waterfront buffer grid segment must meet at least the minimum required tree and sapling point score. See details on the <i>Checklist of Required Items</i> on page 6

UNALTERED STATE REQUIREMENT

CALCULATING THE AREA TO REMAIN IN AN UNALTERED STATE
--

Total area of the lot between 50 ft and 150 ft of the reference line within which the vegetation currently exists in an unaltered state ³ (see definition below) . If this area is completely altered, place a zero on line (F) and (I) and proceed to (J) .	(F) 0
Total area of the lot between 50 ft and 150 ft from the reference line	(G) _____
At least 25 percent of the vegetation within area (G) must remain in an unaltered state. [.25 x G]	(H) _____
Place the smaller of line (F) and calculation (H) on this line. In order to remain compliant with RSA 483-B:9, V(b), this is the minimum area that must remain in an unaltered state between 50 ft and 150 ft from the reference line. This area must be represented on all plans.	(I) 0*
Name of person who prepared this worksheet:	(J) <u>Tracy Coolidge</u>
Name and date of the plan this worksheet is based upon:	(K) <u>Northern Pass</u> <u>NHDES Shoreland</u> <u>Permit application</u> <u>Plans, Squam River,</u> <u>Ashland, 9/14/2015</u>
SIGNATURE: 	DATE: 10/13/2015

***Unaltered State-**

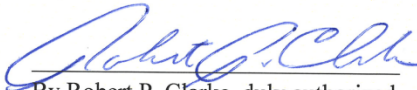
Vegetation in a public utility right-of-way must be maintained/ mowed regularly for safety and operational purposes. There will usually be little or no land in an unaltered state within an active transmission corridor, and therefore no calculations for this metric were performed. Furthermore, RSA 483-B:9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

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

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

Applicant

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



By Robert P. Clarke, duly authorized

Owner and Applicant

2. Eversource Energy Service Corporation, as duly authorized agent for
Public Service Company of New Hampshire d/b/a Eversource Energy
Kevin F. McCune
Supervisor, Environmental Affairs Licensing and Permitting
780 North Commercial Street
Manchester, NH 03101
Phone: 339-987-7020
Kevin.mccune@eversource.com



By Kevin F. McCune, duly authorized

2.0 Copy of Check for Application Fee

N/A, per RSA 483-B:5-b-III. Construction of public roads, public utility lines and associated structures and facilities, and public water access facilities shall be exempt from the permitting fees of paragraph I and the abutter notification requirements of paragraph IV-a.

3.0 Project Specific Work within the Protected Shoreland

The Northern Pass project area extends from the international border of Canada and the United States in Pittsburg, New Hampshire to Londonderry, New Hampshire. The Project will require work within the 250 foot protected shoreland of multiple waterbodies. This application includes information related to the work within an existing transmission ROW that intersects the Protected Shoreland of the Squam River in Ashland, NH.

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

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

The Project proposes to use lattice steel, tubular steel monopole and tubular steel H-Frame (AC line) structures. These structures will range in height from roughly 50 to 155 feet. Average heights vary from approximately 80 to 130 feet. The lattice steel configuration will have an approximate base dimension of 30 feet by 30 feet, tapering to a six foot by five foot column half way up the structure. Lattice structures will be anchored to four concrete foundations at the corners of the base, approximately three to five feet in diameter. During the detailed design process, other foundation designs might be considered based on their capacity to improve constructability, reduce environmental impacts or achieve other benefits.

3.1 Squam River

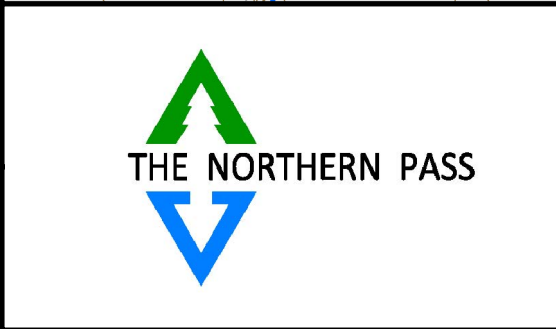
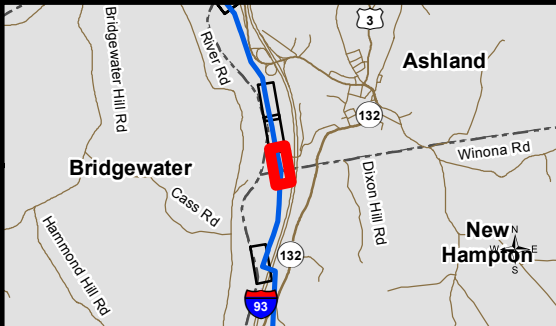
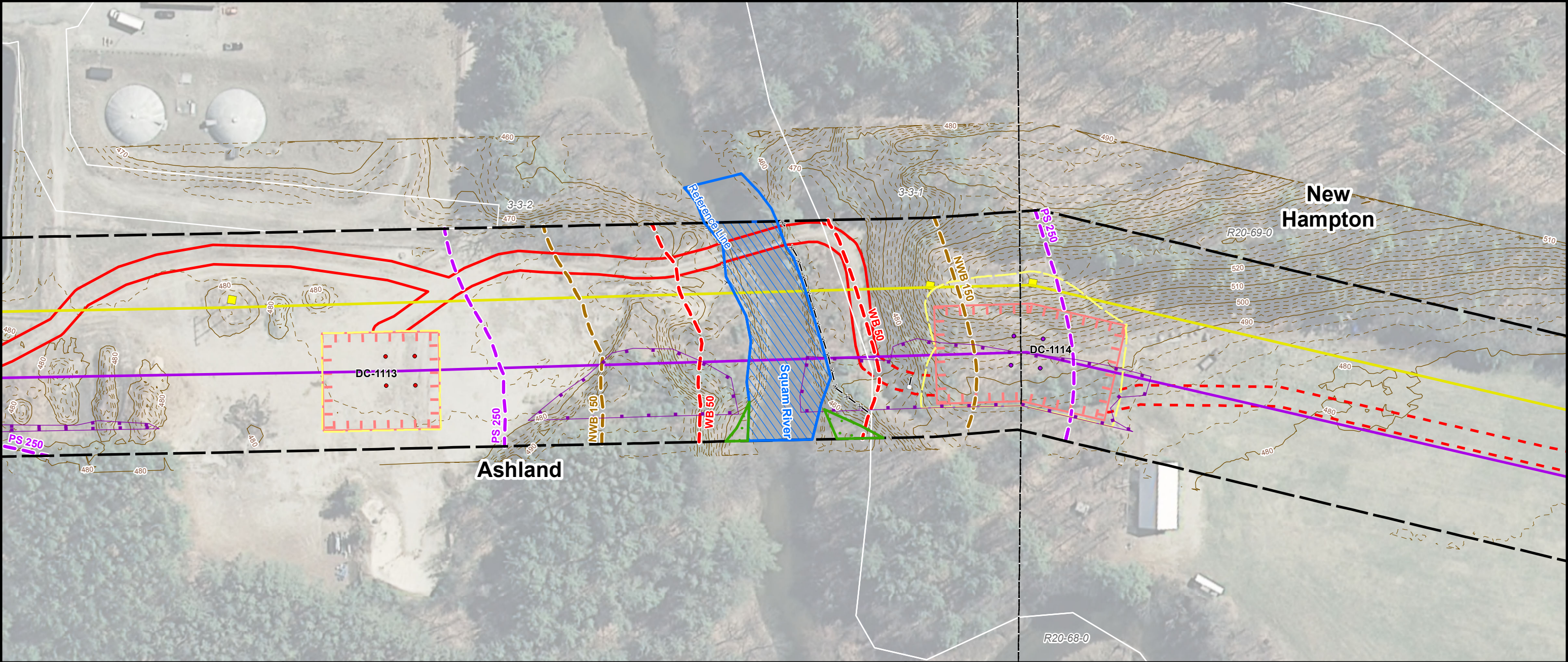
The Squam River is part of the C2 overhead line portion of the Project. The Squam River at this Shoreland crossing is classified as a fourth order river (R2UB1) with a cobble-gravel bottom and at the crossing, the river is about 65 feet in width. The 108-acre parcel on the north side of the river is owned by the town of Ashland, and includes the town sewage lagoons. The Fife Trust owns the 69-acre parcel on the south shore, which includes a large field that extends into the Town of New Hampton. No threatened or endangered species or exemplary natural communities were reported or observed within ½ mile of this shoreland location.

Minor permanent impacts will result from the installation of two footings of one new lattice structure within 250 feet of the river as shown in the project plans (Appendix A). Additionally, temporary impacts along both sides of the Squam River will result from construction vehicle access path improvements and a construction pad established on the south side of the river. The existing bridge over the Squam River will need to be reinforced to carry the construction

equipment across. Details regarding this work are included in Appendix A. In addition, 22,450 square feet of tree clearing is planned within the existing ROW. For all work within the shoreland buffer, tree stumps will be left in place except where structure excavation is needed, and shrub and herbaceous vegetation will be undisturbed wherever possible.

Ashland Squam River Shoreland	0'-50' Waterfront Buffer	50'-150' Natural Woodland Buffer	150'-250' Shoreland Buffer	Total Impacts at Shoreland
Temporary Impacts	3,716 square feet access roads	10,324 sq. ft. access roads, construction pad	8,827 sq. ft. access roads, construction pad	22,867 sq. ft. access road, construction pad
Permanent Impacts	0 sq. ft.	0 sq. ft.	25 sq. ft. two footings of 1 lattice structure	25 sq. ft. two footings of 1 lattice structure
Pre-Construction Impervious Surface Area	0 sq. ft.	7 sq. ft.	0 sq. ft.	7 sq. ft.
Post-Construction Impervious Surface Area	0 sq. ft.	7 sq. ft.	25 sq. ft. two footings of 1 lattice structure	32 sq. ft. two footings of 1 lattice structure

■ Appendix A Plans



Existing Conditions

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

Stream Centerlines

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

Delineated Waterbodies

- Perennial
- Intermittent
- Ephemeral
- Local Setbacks

Proposed Conditions

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

Temporary Wetlands

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

NHDES Shoreland Permit Application Plans

SWQPA Areas	Extent of Clearing (sq. ft.)	Construction Impacts (sq. ft.)		Impervious Surface (sq. ft.)	
	Clearing in Upland	Temporary	Permanent	Pre-Construction	Post - Construction
Waterfront Buffer (50')	4,464	3,716	0	0	0
Natural Woodland Buffer (150')	13,229	10,324	0	7	7
Protected Shoreland (250')	4,757	8,827	25	0	25
Total	22,450	22,867	25	7	32
May not sum to total due to rounding					
THE NORTHERN PASS PROPOSED ROUTE			Squam River, Ashland		
Date: 9/14/2015	DRAWN: LD				Page 01

■ Appendix B Property Deeds

Per recommendation of the NH Department of Environmental Services Shoreland Bureau, legal documents associated with easements and other property rights, including deeds, are being submitted separately via CD to NHDES. NPT will install underground transmission facilities pursuant to authority provided under RSA 231:160, et seq. for use of public highways for various utility purposes.

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 2463 Existing Line Number: E-115
Mile Sheet Number: 9 & 10 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
Other: _____
Grantor: Laurence M. Spaulding And Doris J. Spaulding
Grantee: Public Service Company Of New Hampshire
Town/City & County: Ashland County: Grafton
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 225 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: "Said 225' strip shall extend 57 1/2' westerly and 167 1/2' easterly of a line or extension of said line, described as follows:"

Date of Instrument Execution: 9/12/1952 Book: 829 Page: 237

Joint Use Agreement: YES (YES/NO)

Doc. Num: AGA 401 Date of Instrument Execution: 11/14/1996 Book: 2240 Page: 16

Brief Description: Construct and Maintain an access road, parking lot, and utilities

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 10508

Additional Comments: This easement partially destroy by (illegible) Int. Rt. 93; now covered by doc No EAA 10508

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Right to Remove
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

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



NPT Easement Abstract

6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

If yes see Additional Easement Rights/Limitations below.

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

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: _____

Property Comments: Said 225 foot ROW strip includes the 100 foot strip conveyed to the Grantee by John K. Bateman, dated 8/25/28.

Created By (C&C): WFR 8/12/2010

Checked By (C&C): GMN 1/15/2011

Legal Reviewed By: _____

Approved By (NPT): _____

This easement partially existing, by taking for INT. RT No. 93
 Now covered by Co. Doc. No. 10508

EAA-2463

KNOW ALL MEN BY THESE PRESENTS

That we, Laurence M. Spaulding and Doris J. Spaulding

of Ashland County of Grafton

in The State of New Hampshire.

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land 225 feet in width in the town/city of Ashland county of Grafton State of New Hampshire.

Said 225 foot strip shall extend 57½ feet westerly and 167½ feet easterly of a line or extension of a line, described as follows:

Beginning at a point in the northerly boundary line of Grantors' land at land of Avery, said point of beginning being 409 feet measured westerly along said property line from the northeast corner of Grantors' land on the westerly side of land of the Boston and Maine Railroad; thence running South 5°00' W, a distance of 2031 feet to a point in the wire fence marking the southerly boundary line of Grantors' land at land of Cote and Goud.

Said 225 foot right of way strip includes the 100 foot strip conveyed to the Grantee by John K. Bateman, August 25, 1928, and recorded in Grafton County Records.

Being a part of the same premises described in deed of James A. Wilson, Adm.
 to Water B. Brown dated November 24, 1942 and recorded in
 the Grafton County Registry of Deeds, Book 711
 Page 18

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that *they have* full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And we, Laurence M. Spaulding and Doris J. Spaulding
Are Single.

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

WITNESS OUR hands and seals this 12th day of September 1952

In the presence of

Donald E. Linville
to both

Laurence M. Spaulding
Doris J. Spaulding



hand and seal this.....day of.....19.....

The State of New Hampshire
Grafton SS.
September 13 1952

Laurence M. Spaulding and
Doris J. Spaulding

personally appeared and acknowledged the foregoing
ment to be their voluntary act
Before me.

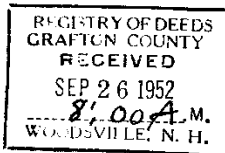
Donald E. Linville
Notary Public Justice of the Peace



~~personally appeared and acknowledged the foregoing instru-~~
~~ment to be.....voluntary act and deed.~~

~~Before me.~~

~~Notary Public Justice of the Peace~~



Recorded, Liber 829 Folio 237
Examined Attest
W. J. Stora Register

SEP 17, 1952

100.00
Geo. W. Suzuki, Ashland,
Oregon

For it
Suzuki, Ashland, Oregon

100.00

D. E. SINVILLE

SEPTEMBER 2, 1952

J. A. ELMGREN

PURCHASE OF RIGHTS OF WAY

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

Bessie L. Saulnier
Bristol, N. H.

\$50.00

EAA-2455

Laurence M. Spaulding
Ashland, N. H.

185.00

EAA-2463

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

JAE/W
Encs.

J. A. Elmgren

✓ done & sent to Mr. Moxon
✓ 1/16/52

E A A - 2463

Title Report

CAPTION PREMISES

James A. Wilson, Adm.
of John K. Bateman
to
Walter B. Brown

Adm. Deed.
Dated Nov. 24, 1942
Rec'd Mar. 13, 1943
Book 711, Page 18

§ certain tract of land in Ashland known as the Dean Woodlot No. 65-A and bounded on the north by land of Harry Cote, on the east by land of B & M. Railroad, southerly by the Pemigewasset River, so called, and westerly by land of Cote and Goude.

STATUS OF TITLE

Record owners: Laurence M. Spaulding and Doris J. Spaulding,
devisees under will of Walter B. Brown.

Encumbrances: None.

Frank E. Gray
Attorney

Aug. 20, 1952.

117
dksia-36

AGA-401

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 14th day of November, 1996 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and TOWN OF ASHLAND, a New Hampshire municipality, with a mailing address of 10 Highland Street, Ashland, New Hampshire, 03217 (hereinafter called Town);

WITNESSETH THAT

WHEREAS, PSNH acquired an easement from the State of New Hampshire by Commissioners' Return of Highway Layout Section #19 - Interstate Route 93, Ashland, I-93-2(45)75, P-5600-D, Contract #1, 1963 (hereinafter called the Easement), which is essential to its operations in the Ashland area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Town is the fee owner of property located off Cedar Lane, aka Old New Hampshire Route 3 in Ashland, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Town wishes to construct and maintain an access road, parking and utilities (hereinafter called the Encroachments), between PSNH structures 133 and 135 on transmission line #67, structures 19 and 24 on transmission line #342, and structures 224 and 226 on transmission line #E-115, as shown on plans entitled "Town of Ashland, Ashland, New Hampshire, Water System Improvements Project, Access Road Plan, Sections & Details, Drawing No. C3" and "Town of Ashland, Ashland, New Hampshire, Water System Improvement Project, Site Plan Drawing No. C4", both dated June 1996 and prepared by Rist-Frost Shumway Engineering, P.C. of Laconia, New Hampshire (hereinafter called the Plans), which are attached hereto and made a part hereof, but not recorded herewith;

WHEREAS, the Easement prohibits the erection or maintenance of any building and structure and authorizes the removal of all obstructions within the Easement;

WHEREAS, PSNH desires to cooperate with Town in the construction and maintenance of the Encroachments, and Town desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

002153

DK2240 Pg0012

- 2 -

(1) This Agreement runs solely with the parcel of land as shown on the Plans and described in the Easement.

(2) PSNH consents to the construction and maintenance of the Encroachments and the use of a portion of the Easement by Town as described above and shown on the Plans; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Town and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plans, subject to the conditions contained herein.

(4) Town and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Town agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(6) Town agrees to provide notification to PSNH prior to beginning construction and maintenance of the Encroachments adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(7) Town agrees to use its best efforts to construct and maintain the Encroachments in a reasonable manner so that they do not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission lines #67, #342 and #E-115. Town further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of its construction and maintenance activities within the Easement.

(8) Town agrees that any field changes in the Plans within the Easement during construction or thereafter, or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

BK2240 Pg 0013

- 3 -

(9) Town agrees not to pile any snow or construction materials or store any equipment within the Easement.

(10) Town agrees not to construct any permanent structures, including storage sheds, within the Easement.

(11) Town agrees not to place any wells or septic systems within the Easement.

(12) Town agrees that following construction and maintenance of the Encroachments to dispose of all waste material outside the Easement; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to PSNH.

(13) Town further agrees to relocate the Road if such action is required for PSNH's use of the Easement. PSNH will make reasonable efforts to prevent the need for relocation of the Road. Town shall, upon receipt of written notice from PSNH of its intention to exercise its easement rights, relocate the Road from that portion of its property subject to said easement rights, at its expense. PSNH shall give Town at least six (6) months prior written notice of its intention to exercise its easement rights. If Town fails to relocate the Road within the time period, PSNH shall have the right to do so by any means and charge the cost of relocation to Town.

(14) Town agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over construction of this nature, and shall be responsible for payment of any and all taxes levied on it.

(15) Town agrees to indemnify, defend and save harmless PSNH from and against any and all loss, cost, damage, expense and claims, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of the use of the rights granted herein.

(16) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

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

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

8K2240 Pg0014

- 4 -

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

(20) This Agreement and any amendments thereto shall be recorded in the Grafton County Registry of Deeds.

EXECUTED by the parties the day and year first above written.

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Rosanne M. Parkhurst
Witness

By: David H. Boguslawski
David H. Boguslawski
Vice President - Customer Operations
Duly Authorized

TOWN OF ASHLAND

Beverly G. Boose
Witness

By: Edward J. Hubbard
Edward J. Hubbard
Chairman Board of Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Arnold Cummings
Arnold Cummings, Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Kendall B. Hughes
Kendall B. Hughes, Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Rosemarie McNamara
Rosemarie McNamara, Town Manager
Duly Authorized

BK2240 PG0015

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 14th day of November, 1996 by David H. Boguslawski, Vice President - Customer Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

Anne-Marie Sommer
Notary Public/Justice of the Peace

My commission expires:

ANNE-MARIE SOMMER, Notary Public
My Commission Expires April 8, 1997

- 5 -

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Edward J. Hubbard, Chairman Board of Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: My Commission Expires December 3, 1997

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Arnold Cummings, Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: PATRICIA TUCKER, Notary Public
My Commission Expires December 3, 1997

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this _____ day of _____, 1996 by Kendall B. Hughes, Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: PATRICIA TUCKER, Notary Public
My Commission Expires December 3, 1997

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this _____ day of _____, 1996 by Rosemarie McNamara, Town Manager of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: PATRICIA TUCKER, Notary Public
My Commission Expires December 3, 1997

BK2240 PG0016

RECEIVED
97 FEB 25 AM 9:06
GRAFTON COUNTY
REGISTRY OF DEEDS

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 2471 Existing Line Number: E-115
 Mile Sheet Number: 9 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
 Other: _____
 Grantor: Elmer M. Goud, John E. Cote, And Elizabeth Cote
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: Ashland County: Grafton
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
☒ A. Constant Width 225 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: "Said 225' strip shall extend 57 1/2' westerly and 167 1/2' easterly of a line or extension of said line, described as follows:"

Date of Instrument Execution: 9/24/1952 Book: 829 Page: 363

Joint Use Agreement: YES (YES/NO)

Doc. Num: AGA 201 Date of Instrument Execution: 9/19/1984 Book: 889 Page: 612
 Brief Description: Private bridge over Squam River between PSNH structure #211 and 212 on line A-111 and structures #119 and #120 on line 67.

Reference Document: YES (YES/NO)

Document(s) Referenced: AGA 201
 Additional Comments: C/r

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Right to Remove
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “Included in this conveyance is the right for the Grantee to pass and repass on foot or in vehicles over the present road leading from the Grantors’ houses to the above described right of way.”
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: See additional rights/limitation
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

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



NPT Easement Abstract

5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.
7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: “Included in this conveyance is the right for the Grantee to pass and repass on foot or in vehicles over the present road leading from the Grantors’ houses to the above described right of way. Also included is the right for the grantee to grade by hand or with a Bulldozer the ground where gravel has been removed within the above described right of way.”

Property Comments: _____

Created By (C&C): WFR 8/12/2010

Checked By (C&C): GMN 1/20/2011

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

Approved By (NPT): _____

CIR AGA-201

EAA-2471

KNOW ALL MEN BY THESE PRESENTS

That we, Elmer M. Goud, John E. Cote, and Elizabeth Cote

of Ashland County of Grafton

in The State of New Hampshire

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and BASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land 225 feet

in width in the town/city of Ashland county of Grafton State of New Hampshire.

Said 225 foot strip shall extend 57½ feet westerly and 167½ feet easterly of a line or extension of a line, described as follows:

Beginning at a point in the wire fence marking the northerly boundary line of Grantors' land at land of Spaulding, said point of beginning being 165 feet measured easterly along said fence from the northwesterly corner of Grantors' land on the easterly bank of the Pemigewasset River; thence running South 5°00' W, a distance of 2816 feet to a point in the southerly boundary line of Grantors' land at Squam River.

Said 225 foot right of way strip includes the 100 foot strip conveyed by Frank Cote and Elmer Goud to the Grantee, August 11, 1928, and recorded in the Grafton County Records.

Included in this conveyance is the right for Grantee to pass and repass on foot or in vehicles over the present road leading from Grantors' houses to the above described right of way.

Also included is the right for Grantee to grade by hand or with a bulldozer the ground where gravel has been removed within the above described right of way.

Being a part of the same premises described in deed of J. Irving Brown to Elmer M. Goud et al dated June 16, 1919 and recorded in the Grafton County Registry of Deeds, Book 552 Page 496

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that ~~they~~ have full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Elizabeth Cote Am a Widow.
And I, Mabel Goud wife of Elmer M. Goud and I,
MARJORIE M. Cote Wife of John E. Cote

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

WITNESS OUR hands and seals this 24th day of September 1952

In the presence of
Donald E. Linnville
to all three
Donald E. Linnville

Elmer M. Goud
Mabel Goud
John E. Cote
Elizabeth Cote

WITNESS my hand and seal this 25th day of September 1952
Donald E. Linnville Marjorie M. Cote



The State of New Hampshire
Grafton SS.
September 24, 1952

Elmer M. Goud Mabel Goud
Elizabeth Cote and John E. Cote

personally appeared and acknowledged the foregoing instru-
ment to be their voluntary act and deed.
Before me.

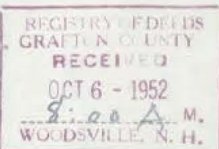
Donald E. Linnville
Notary Public Justice of the Peace

The State of New Hampshire
Grafton SS.
September 25, 1952

MARJORIE M. Cote

personally appeared and acknowledged the foregoing instru-
ment to be her voluntary act and deed.

Before me.
Donald E. Linnville
Notary Public Justice of the Peace



Recorded, Liber 829 Folio 363
Examined, Attest
S. J. Shores Register x

Title Report

CAPTION PREMISES

J. Irving Brown
to
Elmer M. Goud
Frank G. Cote

Warranty Deed
Dated June 16, 1919
Rec'd Nov. 3, 1919
Book 552, Page 496

1. A certain tract of land partly in New Hampton and partly in Ashland bounded as follows: Bounded on the westerly side by the Pemigewasset River, on the northerly side by land of the said J. Irving Brown, on the easterly side by the old County Road, so called, and on the southerly side by Squam River. Being the real estate conveyed to me by Daniel B. Mitchell by deed dated July 3, 1893, recorded in Belknap County Registry of Deeds, Vol. 90 Page 116, Grafton County Registry of Deeds, Book 413, Page 248.

3. Beginning at the southwesterly corner of John Dean's land on the Pemigewasset River; thence southerly down said river to land formerly of Barney Dean; thence easterly by said Barney's land to the County Road; thence to a stone bound across said road; thence northeasterly or nearly easterly over the hill back of the house to a stone; thence on a straight line to the mill privilege; thence by the mill privilege and the mill pond northerly or northwesterly to the railroad; thence by the railroad to John Dean's land; thence by John Dean's land to the bound begun at; being the same premises conveyed to me by Charles E. Meade by deed dated Sept. 20, 1891 and recorded in Grafton Records, Lib. 406, Fol. 545.

STATUS OF TITLE

Record owners: Elmer M. Goud - undivided 1/2 interest
John E. Cote - undivided 1/2 interest.
Encumbrances: Life interest of Elizabeth Cote in undivided one half interest owned by John E. Cote.

Comments: The heirs of Frank G. Cote quitclaimed their interest to his widow, Elizabeth E. Cote by deed dated April 20, 1938, recorded in Book 674, Page 494. By deed dated March 16, 1949, recorded in Book 784, Page 567, the said Elizabeth E. Cote conveyed her interest to John E. Cote "Subject to the condition that the said Elizabeth E. Cote shall have the right to use and occupy the premises during the remainder of her life, and that the said John E. Cote shall provide for her care and maintenance in health and in sickness during the remainder of her life."

Aug. 20, 1952.

Frank E. George
Attorney

D. E. SINVILLE

SEPTEMBER 23, 1952

J. A. ELMGREN

PURCHASE OF RIGHTS OF WAY

We are enclosing the following checks covering purchase of rights of way in Ashland on the Webster-Lincoln Line:

*changed to
for
11-2-52*

Frank G. Cote Ashland, N. H.	\$600.00
Elmer M. Goud Ashland, N. H.	600.00

*EPA-2471
to file 1/16/53*

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

JAE/W
Encs.

J. A. Elmgren

02-9402-08

✓ EAA-2469
2471

AGA-201

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 19th day of September, 1984, by and among PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105, (hereinafter called PSNH); THE TOWN OF ASHLAND, (hereinafter the Town); HARRY L. COTE, JR., with a mailing address of RFD #1, Box 394, Ashland, New Hampshire, 03217 (hereinafter Cote) and CLARENCE FIFE, with a mailing address of Route 2, Franklin, New Hampshire, 03235 (hereinafter Fife):

WITNESSETH THAT

WHEREAS, PSNH acquired an easement by deed of Harry L. Cote Jr. dated September 18, 1952 and recorded in the Belknap County Registry of Deeds, Book 341, Page 57 and by deed of the State of New Hampshire, dated December 2, 1965 and recorded in said Registry, Book 459, Page 441, and by deed of Elmer M. Goud, John E. Cote and Elizabeth Cote, dated September 24, 1952, and recorded in the Grafton County Registry of Deeds, Book 829, Page 363, (the Easement) which is essential to its operations in the Ashland/New Hampton area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, the Town is the owner of property on the north side of the Squam River in Ashland, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Harry L. Cote, Jr. is the owner of property on the south side of the Squam River in New Hampton, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Clarence Fife wishes to purchase a portion of Cote's property and the parties have agreed that the approval of construction of a bridge across the Squam River is a term of that agreement;

WHEREAS, Fife wishes to construct a private bridge (the Bridge) within the Easement between PSNH Structures 211 and 212 on transmission line #A-111 and between PSNH Structures 119 and 120 on transmission line #67 as shown on plan entitled "PROPOSED BRIDGE SITE ACROSS SQUAM RIVER FOR CLARENCE FIFE, dated June 25, 1984, as drawn by Public Service Company of New Hampshire, attached hereto and made a part hereof (the Plan);

WHEREAS, PSNH has the right under the Easement to prohibit construction within the area subject to its Easement;

BK 889 PGE 612

-2-

WHEREAS, PSNH desires to cooperate with Fife in the construction maintenance of the Bridge and Fife desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) This Agreement runs solely with the parcel of land described in the Easement.

(2) PSNH consents to the construction and maintenance of the Bridge and the use of a portion of the Easement by Fife as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Fife and PSNH do hereby agree that they will jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) Fife and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Fife agrees to provide notification to PSNH prior to beginning construction or maintenance of the Bridge within the Easement. Notification to PSNH shall be addressed to David J. Hickey, P.E., Transmission Line Engineer, or his successor at P. O. Box 330, Manchester, New Hampshire, 03105 or (603) 669-4000.

(6) Fife agrees to use his best efforts to cause the Bridge be constructed and maintained in a reasonable manner so it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH. Fife further agrees to cover the full reasonable costs to PSNH in advance for the relocation, bracing, changing and raising of any existing towers, poles, cables, or any other equipment owned, constructed or maintained by PSNH as may be required to properly operate, maintain, repair, rebuild, patrol and remove the same as a result of his Bridge construction and maintenance activities within the Easement.

(7) Fife agrees that he shall cause the Bridge to be constructed and maintained such that it does not prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing its towers,

BK 889 PGE 613

-3-

poles, cables or any other equipment owned, constructed or maintained by PSNH or from complete and unobstructed access to and along PSNH transmission lines #A-111 and #67.

(8) Fife agrees that any field changes in the Plan within the Easement during construction or thereafter or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to David J. Hickey, Transmission Line Engineer, or his successor at Post Office Box 330, Manchester, New Hampshire 03105. PSNH's approval will not be unreasonably withheld.

(9) Fife agrees that the Bridge will be constructed and maintained for agricultural purposes only and not be used for access to future residential/commercial development. Fife further agrees that the Bridge will be at all times a controlled access Bridge by means of a gate, and PSNH shall be provided with an access key.

(10) Fife agrees after construction, maintenance, or removal of the Bridge to dispose of all waste material; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the property in a condition acceptable to PSNH.

(11) Fife agrees not to pile any construction materials and equipment or snow within the Easement.

(12) Fife agrees to obtain and keep in force any and all permits or approvals required by any authority having jurisdiction over construction of this nature and shall be responsible for payment of any and all taxes levied on it.

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

(14) Any consent, expressed or implied, by either party of a breach by any other party of a covenant or a condition contained herein shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

BK 889 PGE 614

-4-

(15) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Joan E. Leppin
Witness

By: John C. Duffett
John C. Duffett, Senior Vice President
Duly Authorized



THE TOWN OF ASHLAND, NEW HAMPSHIRE

[Signature]
Witness

By: James H. Rollins
James H. Rollins, Chairman, Board of Selectmen
Duly Authorized

[Signature]
Witness

Harry L. Cote, Jr.
Harry L. Cote, Jr.

[Signature]
Witness

Clarence L. Fife
Clarence Fife

BK 889 PGE 615

-5-

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September, 1984, by John C. Duffett, Senior Vice President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

S. M. Delong
Notary Public

My commission expires:
July 29, 1985

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 21st day of Sept, 1984, by James Rollins, of the Town of Ashland, New Hampshire, a corporation on behalf of the corporation.

Rosemarie McNamee
Notary Public

My commission expires: 9/24/86

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 10th day of Sept, 1984, by Harry L. Cote, Jr., of the Ashland, New Hampshire,

Rosemarie McNamee
Notary Public

My commission expires: 5/26/86

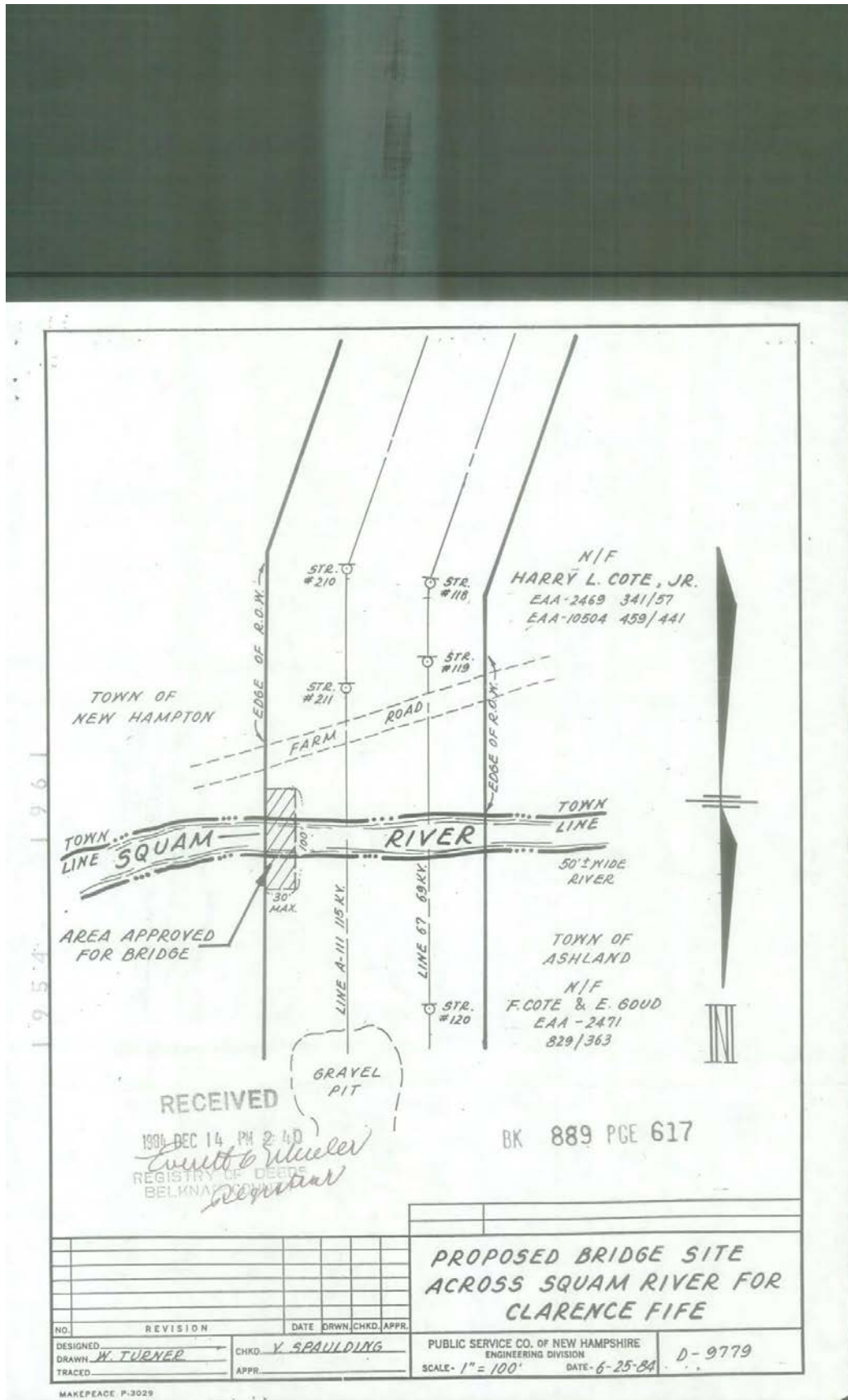
State of New Hampshire
County of Grafton

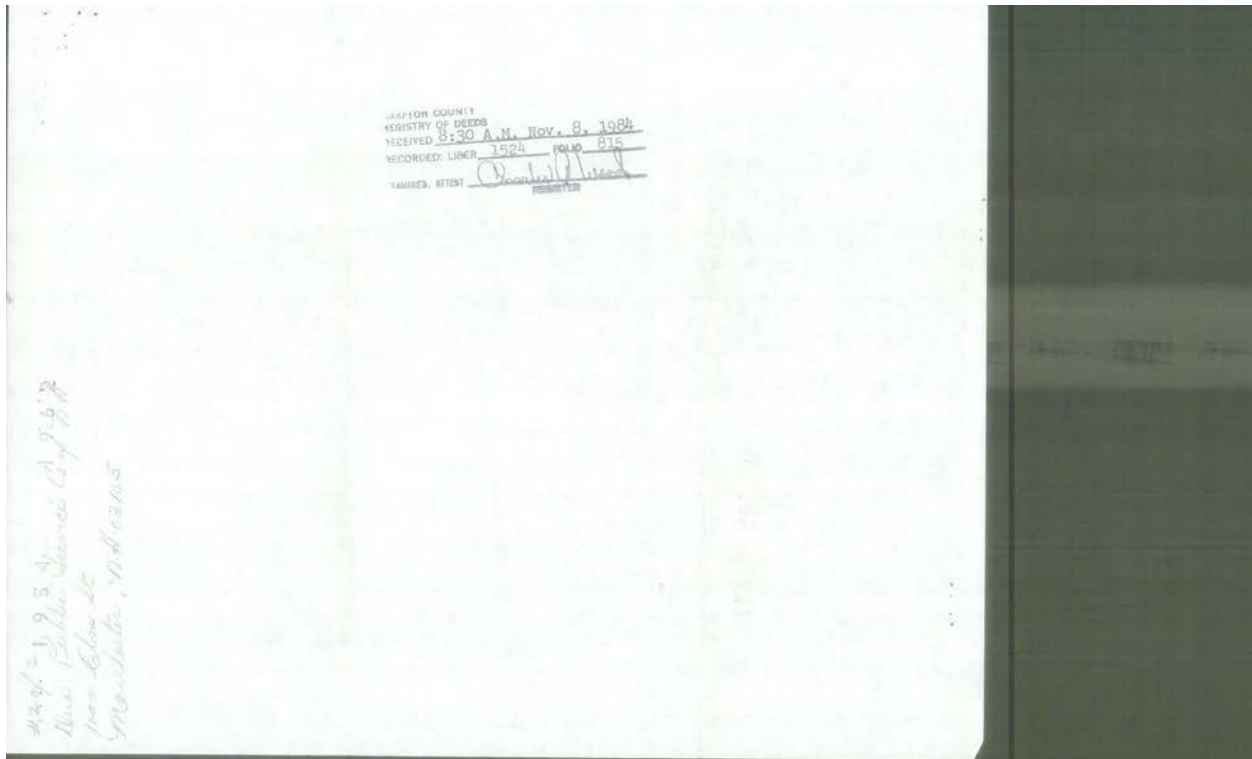
The foregoing instrument was acknowledged before me this 20th day of Sept, 1984, by Clarence Fife of the Franklin, New Hampshire,

Rosemarie McNamee
Notary Public

My commission expires: 5/26/86

BK 889 PGE 616





Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 4093 Existing Line Number: 67
Mile Sheet Number: 9 PSNH Easement Form Ref ID: 5007-D-1-28-FF
Other: _____
Grantor: John K. Bateman
Grantee: Public Service Company Of New Hampshire
Town/City & County: Ashland County: Grafton
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 100 Ft
☐ B. Metes & Bounds
☐ C. Other

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

Date of Instrument Execution: 8/25/1928 Book: 608 Page: 459

Joint Use Agreement: YES (YES/NO)

Doc. Num: AGA 401 Date of Instrument Execution: 11/14/1996 Book: 2240 Page: 12

Brief Description: Town of Ashland would like to construct an access road with utilities.

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 10508

Additional Comments: This easement partially destroyed through the taking of land for Rt 93. Now covered in EAA 10508

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☐ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: Wood Rights are silent. "...Permission is given to trim or remove under brush for a width of 100' as follows; 42.5' easterly and 57.5' westerly of present survey line..."
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: ...its successors and assigns..."

Applicable Limitations:

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



NPT Easement Abstract

5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.
7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: "The exact locaton of the transmission lines aforesaid is to be selected by the second party, after its final surveys have been completed, within the above limitations." Wood Rights are silent. "...Permission is given to trim or remove under brush for a width of 100' as follows; 42.5' easterly and 57.5' westerly of present survey line..."

Property Comments: This document involved with the taking for Rt. 93 and now covered under EAA 10508

Created By (C&C): HOG 1/27/2011

Checked By (C&C): HOG 2/3/2011

Legal Reviewed By: _____

Approved By (NPT): _____

Taken by State of N.H. for RT 93

EAA-4093

Now Covered by Doc. No. EAA-70308 Dated Dec. 2, 1965

13

KNOW ALL MEN BY THESE PRESENTS

That John K. Bateman
 of Lincoln R.I. County of Providence
 in the State of New Hampshire

(hereinafter called the first party) in consideration of one dollar paid by the Public Service Company of New Hampshire and assigns (hereinafter called the second party), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the second party, its successors and assigns, the perpetual right and easement to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across the lands owned by the first party in the town of Ashland in said County, bounded and described as follows:

*Northerly by the land of John Ernest
 Southerly by the land of Cote and Gould
 Easterly by the Boston & Main R.R.
 Westerly by the Tenny River
 Being a part of the land deeded to me
 by Admins of the Sarah D. Bateman
 Estate*

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

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said lines or its operation. Permission is also given to trim or remove trees and underbrush for a width of 100 feet on each side of the center line of said transmission line.

*42½ feet Easterly and 57½ feet Westerly of the present survey line. Being described as follows
 Beginning at a stake at the land of Cote & Gould and
 running Northerly for a distance of about 1540 feet
 to a stake at the land of John Ernest.*

The second party agrees that before transmitting electricity over the transmission lines, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$ 500.00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to my property by the exercising of the rights herein granted.

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

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

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

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

WITNESS the hand and seal of the first party this 25th day of August, 1929

In the presence of

Murice H. Gordon
Witness to both

John K. Bateman

Gwenivere G. Bateman

State of New Hampshire
Chapman SS.

The above named John K. Bateman and Gwenivere G. Bateman to me known,

August 15th 1928

personally appeared and acknowledged the foregoing instrument

to be their voluntary act and deed. Before me,

Wm. J. Plummer

Justice of the Peace
Notary Public

State of New Hampshire

SS.

personally appeared and acknowledged the foregoing instrument

to be _____ voluntary act and deed. Before me,

Justice of the Peace
Notary Public

John H. Norman 39
Normandeau

RECEIVED
JAN 13 1958
WOODSVILLE, N. H.

Recorded, Liber 608 Folia 459
Examined *[Signature]* *Normandeau* *Revised* X

64

ckjia-36
112

AGA-401

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 14th day of November, 1996 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and TOWN OF ASHLAND, a New Hampshire municipality, with a mailing address of 10 Highland Street, Ashland, New Hampshire, 03217 (hereinafter called Town);

WITNESSETH THAT

WHEREAS, PSNH acquired an easement from the State of New Hampshire by Commissioners' Return of Highway Layout Section #19 - Interstate Route 93, Ashland, I-93-2(45)75, P-5600-D, Contract #1, 1963 (hereinafter called the Easement), which is essential to its operations in the Ashland area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Town is the fee owner of property located off Cedar Lane, aka Old New Hampshire Route 3 in Ashland, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Town wishes to construct and maintain an access road, parking and utilities (hereinafter called the Encroachments), between PSNH structures 133 and 135 on transmission line #67, structures 19 and 24 on transmission line #342, and structures 224 and 226 on transmission line #E-115, as shown on plans entitled "Town of Ashland, Ashland, New Hampshire, Water System Improvements Project, Access Road Plan, Sections & Details, Drawing No. C3" and "Town of Ashland, Ashland, New Hampshire, Water System Improvement Project, Site Plan Drawing No. C4", both dated June 1996 and prepared by Rist-Frost Shumway Engineering, P.C. of Laconia, New Hampshire (hereinafter called the Plans), which are attached hereto and made a part hereof, but not recorded herewith;

WHEREAS, the Easement prohibits the erection or maintenance of any building and structure and authorizes the removal of all obstructions within the Easement;

WHEREAS, PSNH desires to cooperate with Town in the construction and maintenance of the Encroachments, and Town desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

002153

BK2240 Pg 0012

- 2 -

(1) This Agreement runs solely with the parcel of land as shown on the Plans and described in the Easement.

(2) PSNH consents to the construction and maintenance of the Encroachments and the use of a portion of the Easement by Town as described above and shown on the Plans; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Town and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plans, subject to the conditions contained herein.

(4) Town and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Town agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission lines.

(6) Town agrees to provide notification to PSNH prior to beginning construction and maintenance of the Encroachments adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(7) Town agrees to use its best efforts to construct and maintain the Encroachments in a reasonable manner so that they do not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission lines #67, #342 and #E-115. Town further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of its construction and maintenance activities within the Easement.

(8) Town agrees that any field changes in the Plans within the Easement during construction or thereafter, or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

BK2240 Pg0013

- 3 -

(9) Town agrees not to pile any snow or construction materials or store any equipment within the Easement.

(10) Town agrees not to construct any permanent structures, including storage sheds, within the Easement.

(11) Town agrees not to place any wells or septic systems within the Easement.

(12) Town agrees that following construction and maintenance of the Encroachments to dispose of all waste material outside the Easement; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to PSNH.

(13) Town further agrees to relocate the Road if such action is required for PSNH's use of the Easement. PSNH will make reasonable efforts to prevent the need for relocation of the Road. Town shall, upon receipt of written notice from PSNH of its intention to exercise its easement rights, relocate the Road from that portion of its property subject to said easement rights, at its expense. PSNH shall give Town at least six (6) months prior written notice of its intention to exercise its easement rights. If Town fails to relocate the Road within the time period, PSNH shall have the right to do so by any means and charge the cost of relocation to Town.

(14) Town agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over construction of this nature, and shall be responsible for payment of any and all taxes levied on it.

(15) Town agrees to indemnify, defend and save harmless PSNH from and against any and all loss, cost, damage, expense and claims, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of the use of the rights granted herein.

(16) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

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

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

SK2240 Pg0014

- 4 -

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

(20) This Agreement and any amendments thereto shall be recorded in the Grafton County Registry of Deeds.

EXECUTED by the parties the day and year first above written.

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Rochelle M. Parkhurst
Witness

By: David H. Boguslawski
David H. Boguslawski
Vice President - Customer Operations
Duly Authorized

TOWN OF ASHLAND

Beverly G. Boose
Witness

By: Edward J. Hubbard
Edward J. Hubbard
Chairman Board of Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Arnold Cummings
Arnold Cummings, Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Kendall B. Hughes
Kendall B. Hughes, Selectman
Duly Authorized

Beverly G. Boose
Witness

By: Rosemarie McNamara
Rosemarie McNamara, Town Manager
Duly Authorized

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 14th day of November, 1996 by David H. Boguslawski, Vice President - Customer Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

My commission expires:

Anne-Marie Sommer
Notary Public/Justice of the Peace

ANNE-MARIE SOMMER, Notary Public
My Commission Expires April 8, 1997

BR 2240 PG 0015

- 5 -

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Edward J. Hubbard, Chairman Board of Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: *PATRICIA TUCKER, Notary Public*
My Commission Expires *December 3, 1997*

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Arnold Cummings, Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: *PATRICIA TUCKER, Notary Public*
My Commission Expires *December 3, 1997*

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Kendall B. Hughes, Selectman of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: *PATRICIA TUCKER, Notary Public*
My Commission Expires *December 3, 1997*

State of *New Hampshire*
County of *Grafton*

The foregoing instrument was acknowledged before me this *2* day of *OCTOBER*, 1996 by Rosemarie McNamara, Town Manager of Town of Ashland, a New Hampshire municipality, on behalf of the municipality.

Patricia Tucker
Notary Public/Justice of the Peace

My commission expires: *PATRICIA TUCKER, Notary Public*
My Commission Expires *December 3, 1997*

BK2240 PA0016

RECEIVED
97 FEB 25 AM 9:06
GRAFTON COUNTY
REGISTRY OF DEEDS

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 4675 Existing Line Number: 67
Mile Sheet Number: 8 PSNH Easement Form Ref ID: 5007-D-1-28-FF
Other: _____
Grantor: Elana M. Goud & Frank G. Cote
Grantee: Public Service Company Of New Hampshire
Town/City & County: Ashland County: Grafton
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 100 Ft
☐ B. Metes & Bounds
☐ C. Other

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

Date of Instrument Execution: 8/11/1928 Book: 610 Page: 523

Joint Use Agreement: NO (YES/NO)

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

Reference Document: NO (YES/NO)

Document(s) Referenced: _____
Additional Comments: _____

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: "All wood and lumber to remain the property of the first party. All wood to be cut into
sleed legnth's and all lumber into merchantilable lengths." "...Permission is given to trim or remove under brush for a
width of 100' as follows: 42.5' easterly and 57.5' westerly of present survey line..."
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: ...its successors and assigns...."

Applicable Limitations:

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



NPT Easement Abstract

- Additional Comments: _____
5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.
7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: "The exact locaton of the transmission lines aforesaid is to be selected by the second party, after its final surveys have been completed, within the above limitations." "All wood and lumber to remain the property of the first party. All wood to be cut into sled legnth's and all lumber into merchantilable lengths." "...Permission is given to trim or remove under brush for a width of 100' as follows; 42.5' easterly and 57.5' westerly of present survey line..."

Property Comments: _____

Created By (C&C): HOG 1/21/2010

Checked By (C&C): HOG 02/03/2011

Legal Reviewed By: _____

Approved By (NPT): _____

EAA -4675
13**KNOW ALL MEN BY THESE PRESENTS**

That *Emu M. Gould* and *Frank G. Cote*
 of *Ashland* County of *Grafton*
 in the State of New Hampshire

(hereinafter called the first party) in consideration of one dollar paid by the Public Service Company of New Hampshire and assigns (hereinafter called the second party), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the second party, its successors and assigns, the perpetual right and easement to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across the lands owned by the first party in the town of *Ashland* in said County, bounded and described as follows:

Northerly by land of John Bateman
Southerly by land of The Benjamin Deane Estate
Easterly & Westerly by other land of the
First Party

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

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said line or its operation. Permission is also given to trim or remove trees and underbrush for a width of *100* feet on ~~each side of the center line of said transmission line.~~

42½ feet Easterly and 57½ feet Westerly of the
Present survey line

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

The second party agrees that before transmitting electricity over the transmission lines, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$ 800.00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to ~~the~~ property by the exercising of the rights herein granted.

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

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

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

And I, the Wives of said first party, hereby release all ~~my~~ ^{out} rights of dower ~~custody~~ in the foregoing premises so far as affected by the above conveyance.

WITNESS the hands and seals of the first party this 11th day of August, 1928

In the presence of

John E. Cote
Witness to all
Geo. P. Thummu to m.g.
& c.

Emma M. Goud
Mabel Goud
Frank Cote
(Mrs. Frank Cote)
Elizabeth Cote

State of New Hampshire
Chapman SS.

Thos. Edwin M. Goud
and Mabel Goud his wife,

personally appeared and acknowledged the foregoing instrument

Dec 19th 1928.

to be their voluntary act and deed. Before me,

Geo. P. Thummu

Justice of the Peace
Notary Public

State of New Hampshire
Chapman SS.

Thos. Frank Cote and
Elizabeth Cote his wife,

personally appeared and acknowledged the foregoing instrument

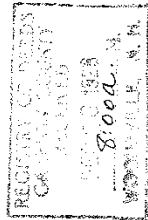
Dec 17th 1928.

to be their voluntary act and deed. Before me,

Geo. P. Thummu

Justice of the Peace
Notary Public

1 Krypton 80
Beverly G. C.
Mount Gert



Recorded, Ltr. 610 Folio 523

Examined, Ltr. *[Signature]* Registered X

7763-56

NH - Partial Release

KNOW YE ALL MEN BY THESE PRESENTS, That THE FEDERAL LAND BANK OF SPRINGFIELD, a corporation existing under the laws of The United States of America and having its usual place of business in Springfield in the County of Hampden and Commonwealth of Massachusetts, the holder of a mortgage given by Elmer M. Goud and Frank G. Cote to it, dated September 22nd, 1919, and recorded with the Grafton County Registry of Deeds, Book 552 Page 498, for consideration paid by Elmer M. Goud and Frank G. Cote

does hereby remise, release and forever quitclaim unto the said

Elmer M. Goud and Frank G. Cote their heirs and assigns, all the right, title and interest acquired under said mortgage in the following described portion of the mortgaged premises:

The right, privilege and easement to the New Hampshire Public Service Company to maintain a transmission line across the premises described in the above mentioned mortgage, situate in the Town of Ashland, County of Grafton, State of New Hampshire, as said right of way is more particularly described in a certain grant from Elmer M. Goud and Frank G. Cote to said Company and more definitely shown by survey.

Partial Release,
NH - 2

This release shall not in any way affect or impair the right to hold under said mortgage, and as security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the premises therein conveyed and not hereby released.

IN WITNESS WHEREOF the said The Federal Land Bank of Springfield has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by JOHN J. MERRIMAN its Treasurer this 10th day of December 1928.

THE FEDERAL LAND BANK OF SPRINGFIELD,

BY John J. Merriman
TREASURER.

Signed and sealed
in presence of

J. E. Lamer

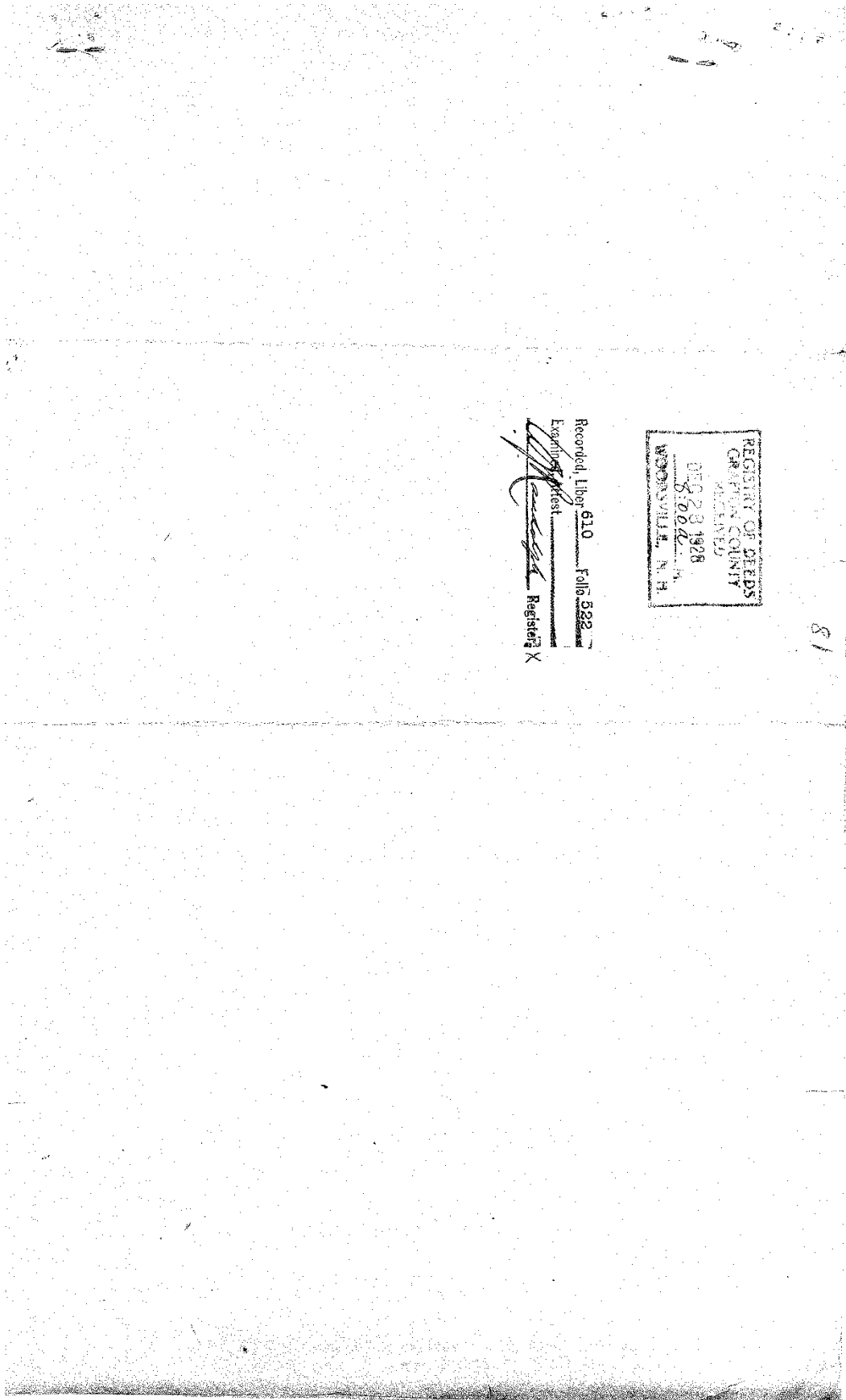
COMMONWEALTH OF MASSACHUSETTS

County of Hampden ss.

On this 10th day of December 1928, before me personally appeared JOHN J. MERRIMAN to me personally known, who, being by me duly sworn, did say that he is the Treasurer of The Federal Land Bank of Springfield and that the seal affixed to the above instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said JOHN J. MERRIMAN acknowledged said instrument to be the free act and deed of said corporation, before me

David D. Whitaker

Notary Public.



Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 10508 Existing Line Number: 67
Mile Sheet Number: 1 PSNH Easement Form Ref ID: Other
Other: _____
Grantor: State Of New Hampshire
Grantee: Public Service Company Of New Hampshire
Town/City & County: Ashland County: Grafton
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☐ A. Constant Width _____ Ft
☐ B. Metes & Bounds
☒ C. Other

Additional Comments: The easement description for the 3 easements conveyed herein, which pertain to line 67 and potential other lines, are each described in a different manner.

Date of Instrument Execution: 12/2/1965 Book: 1029 Page: 174

Joint Use Agreement: NO (YES/NO)

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

Reference Document: NO (YES/NO)

Document(s) Referenced: _____
Additional Comments: _____

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
3. **Communication Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☐ B. Outside Easement (danger to facilities)
☐ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: Ownership of wood/lumber/timber not specified
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____

Applicable Limitations:

1. **Number of Overhead and Underground Line Limitations:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
____ Wood or Steel Poles
____ ☐ AND/ ☐ OR (check one) Towers
____ ☐ AND/ ☐ OR (check one) Underground
Additional Comments: _____
2. **Voltage and or Limits Classification:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
3. **Height Elevation Limits:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
4. **Wires Only/No Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: "This conveyance is subject to the condition that where said strips cross any proposed or existing highway the Grantee shall not place on said land within the highway limits any structure which would interfere with the use of said land for highway purposes."



NPT Easement Abstract

5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.
7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: "This conveyance is subject to the condition that where said strips cross any proposed existing highway the Grantee shall not place on said land within the highway limits any structure which would interfere with the use of said land for highway purposes."

Property Comments: _____

Created By (C&C): HOG 2/2/2011

Checked By (C&C): HOG 2/9/2011

Legal Reviewed By: KP & RMW 3/2/2011

Approved By (NPT): _____

EAA 10508

KNOW ALL MEN BY THESE PRESENTS

That THE STATE OF NEW HAMPSHIRE, by John O. Morton, Commissioner of Public Works and Highways, by vote of the Governor and Council/in accordance with RSA 229:10 and RSA 232:7 (hereinafter called the Grantor), for consideration paid, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation having its principal place of business in Manchester, in the County of Hillsborough in the State of New Hampshire (hereinafter called the Grantee), with QUITCLAIM covenants, the RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or intelligence over, under and across the following described strips of land in the town of Ashland, in the County of Grafton in the State of New Hampshire, reference being made to Plans of Ashland I-93-2(45)75 P-5600-D Contract #1 on file in the records of the New Hampshire Department of Public Works and Highways, Concord, New Hampshire:

Strip #1 - A strip described with reference to the construction line of relocated power line #67, which line is described as follows:

Beginning at a point in the existing Power line easement; said point being shown as Station 0 + 00 on Plans of Ashland I-93-2(45) 75 P-5600-D Contract #1; thence North 20° West one thousand one hundred sixty-five (1,165) feet; thence North 3° West two thousand seven hundred twenty-nine (2,729) feet; thence North 23° West approximately five hundred fifty (550) feet to the easterly bank of the Pemigewasset River.

Said strip is bounded and described as follows:

On the left or westerly side of the described relocated power line #67 all the land that lies easterly of a line that is seventy-five (75) feet measured westerly from the relocated power line between the existing Public Service Company easement on the south near Station 00 + 00 and the Pemigewasset River on the north near Station 44 + 00.

On the right or easterly side of the described relocated power line #67 all the land that lies westerly of the westerly right-of-way of the relocated Boston and Maine Railroad between the

KNOW ALL MEN BY THESE PRESENTS

That THE STATE OF NEW HAMPSHIRE, by John O. Morton, Commissioner of Public Works and Highways, by vote of the Governor and Council/in accordance with RSA 229:10 and RSA 232:7 (hereinafter called the Grantor), for consideration paid, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation having its principal place of business in Manchester, in the County of Hillsborough in the State of New Hampshire (hereinafter called the Grantee), with QUITCLAIM covenants, the RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or intelligence over, under and across the following described strips of land in the town of Ashland, in the County of Grafton in the State of New Hampshire, reference being made to Plans of Ashland I-93-2(45)75 P-5600-D Contract #1 on file in the records of the New Hampshire Department of Public Works and Highways, Concord, New Hampshire:

Strip #1 - A strip described with reference to the construction line of relocated power line #67, which line is described as follows:

Beginning at a point in the existing Power line easement; said point being shown as Station 0 + 00 on Plans of Ashland I-93-2(45) 75 P-5600-D Contract #1; thence North 20° West one thousand one hundred sixty-five (1,165) feet; thence North 3° West two thousand seven hundred twenty-nine (2,729) feet; thence North 23° West approximately five hundred fifty (550) feet to the easterly bank of the Pemigewasset River.

Said strip is bounded and described as follows:

On the left or westerly side of the described relocated power line #67 all the land that lies easterly of a line that is seventy-five (75) feet measured westerly from the relocated power line between the existing Public Service Company easement on the south near Station 00 + 00 and the Pemigewasset River on the north near Station 44 + 00.

On the right or easterly side of the described relocated power line #67 all the land that lies westerly of the westerly right-of-way of the relocated Boston and Maine Railroad between the

existing Public Service Company easement on the south near Station 5 + 50; said station also being westerly and near Station 2,460 + 00 of the relocated Boston & Maine Railroad and P. I. Station 38 + 94 on the north, said station also being westerly and near Station 2,492 + 60 of the Boston & Maine Railroad and all the land that lies westerly of a line that is one hundred fifty (150) feet measured easterly from the relocated power line between the last named point on the south and the Pemigewasset River on the north near Station 44 + 00.

Strip #2 - All the land that lies northerly of a line that is fifty (50) feet southerly of and parallel to the relocated power line #342 as shown on said Plans, bounded on the west by a limited access right-of-way and bounded on the northeast by the existing power line easement.

Strip #3 - A strip one hundred (100) feet in width between the easterly side line of the limited access right-of-way on the east and the easterly side line of the existing Public Service Company easement on the west, described as all the land that lies fifty (50) feet northerly and fifty (50) feet southerly from the following described line:

Beginning on the easterly side line of the limited access right-of-way at the center line of the Public Service Company of New Hampshire 34.5 KV Line #342; thence North 71° 00' West three hundred seventy-three (373) feet, more or less, crossing said limited access right-of-way to an angle; thence North 46° 00' West four hundred seventy-two (472) feet, more or less, to an angle; thence North 29° 00' West six hundred forty-eight (648) feet, more or less, to the easterly side line of the existing Public Service Company easement.

Said strips are a part of the land and rights acquired by Commissioners' Return of Layout Section No. 39, Interstate Route 93, Ashland I-93-2(45)75 P-5600-D, Contract No. 1, dated April 1, 1963.

This conveyance is subject to the condition that where any of said strips cross a proposed or existing highway the Grantee shall not place on said land any structure which would interfere with the use of said land for highway purposes.

This conveyance shall include the right to clear and keep clear the strips of all trees and underbrush, ~~by such means as the Grantee may deem~~, to remove all structures or obstructions which are now found within the limits of the strips, and the right to cut or trim such trees on the above-mentioned

premises of the Grantor as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

The Grantor for itself and its successors and assigns covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the strips, except structures shown on said plans.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by John O. Morton, Commissioner of Public Works and Highways duly authorized, this 2nd day of December in the Year of our Lord, 1965.

Signed, sealed and delivered
in the presence of:

Thaddeus L. Moore

THE STATE OF NEW HAMPSHIRE

By John O. Morton
Commissioner of
Public Works and Highways

State of New Hampshire
Merrimack, ss.

On this 2nd day of December, 1965, before me,
, the undersigned officer, personally appeared John O. Morton, who acknowledged himself to be the Commissioner of Public Works and Highways and that he, as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The State of New Hampshire by himself as Commissioner of Public Works and Highways.

In witness whereof I hereunto set my hand and seal.

Thaddeus L. Moore
Notary Public

My Commission expires August 2, 1969

Received and Recorded Jan. 3, 1966 8:30 A.M.

RIGHTS OF WAY REPLACED BY STATE OF NEW HAMPSHIRE

R. E. SMITH

JULY 1, 1966

E. M. MORGANSTERN

The following easements are on Line 342 in Ashland, New Hampshire but are set up in the plant inventory records in error under Ayers Island - Meredith 33 KV Line Nos. 344 and 345 - Account No. 350.1 in Ashland.

*Item 5	Elmer A. Goud & Frank G. Cote 11/20/23	EAA-4676	\$ 65.75
Item 6	J. K. Bateman (Spaulding) 2/1/26	EAA-4094	40.00
Item 7	John R. Ernest (Avery)	EAA-4515	40.00
*Item 11	Elmer Goud & John E. Cote 2/18/53	EAA-560	160.00

*Item 5 was for 40 ft. wide right of way and Item 11 widened this 40 ft. to 100 ft. wide.

The State of New Hampshire have taken approximately 50% of the value of Item 5, 7, 11 and the whole of Item 6. These are replaced by right of way from State of New Hampshire as shown on Company Document No. EAA-10508, dated December 2, 1965. No monetary consideration is involved.

Please make the necessary changes on your plant records.

R. Emery Smith

RES:b

(6)

EASEMENT

The State of New Hampshire

To

Public Service Company
of New Hampshire

Grafton County Records.

Received Jan. 3 1986

8 Hour 30 Minute A.M.

Recorded Lib. 1029 Fol. 174

Examined by,

Charles A. Wood Register.

COMMISSIONERS' RETURN
OF
HIGHWAY LAYOUT
SECTION #39 - INTERSTATE ROUTE 93
ASHLAND I-93-2(45)75 - P-5600-D
CONTRACT #1
1963

The Governor and Council, after a public hearing conducted at the National Guard Armory in Plymouth on February 7, 1962, in accordance with Chapter 236, RSA of 1955, approved the Report of the Special Committee on a Limited Access Highway hearing in the Towns of New Hampton, Ashland, Holderness and Plymouth dated February 28, 1962, and in accordance with the provisions of the law referred to above, on March 13, 1962 appointed:

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

a Commission to lay out and assess property damages incident to the laying out or alteration of the highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

And we, the undersigned, being duly sworn, and having proceeded with the duties to which we were appointed in accordance with the location determined by the Highway Commissioner, do hereby describe the lands, rights and easements acquired by purchase or as laid out hereby which are necessary for the construction of said highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

Beginning at a point in the Southerly boundary line of land of John Cote and Mabel Coud; said point also being in the Squam River and one hundred twenty-five feet (125') Westerly of and near Station 2075 + 10 S.B. as shown on the Plans of ASHLAND I-93-2(45)75 - P-5600-D on file in the records of the New Hampshire Department of Public Works and Highways; thence Northerly parallel to said centerline to a point that is Westerly of and directly opposite Station 2094S + 50; thence Northerly to a point that is one hundred fifty feet (150') Westerly of and directly opposite Station 2097S + 00; thence Northerly to a point that is one hundred twenty-five feet (125') Westerly of and directly opposite Station 2099S + 50; thence Northerly parallel to said centerline to a point that is one hundred twenty-five feet (125') Westerly of and near

Page -2-

Station 2008S \neq 80; said point also being one hundred feet (100') Easterly of the relocated railroad centerline and near Station 2448 \neq 75; thence North-westerly parallel to said relocated railroad centerline to a point directly opposite Station 2450 \neq 00; thence northerly to a point that is seventy-five feet (75') easterly of and directly opposite Station 2457 \neq 00; thence north-westerly parallel to said centerline to a point directly opposite Station 2464 \neq 00; thence northwesterly to a point that is thirty-five feet (35') easterly of and directly opposite Station 67 \neq 15; thence northerly parallel to said centerline to a point in the westerly side line of the existing railroad right-of-way near Station 2480 \neq 50; thence southeasterly with said railroad right-of-way to a point that is one hundred twenty-five feet (125') easterly of the northbound lane centerline and near Station ^{2104N} ~~2004N~~ \neq 65; thence southerly parallel to said northbound lane centerline to the southerly boundary of said Cote - Goud land; thence westerly with said Cote - Goud land to the point of beginning.

TAKING ALSO WITH THE ABOVE LAND all rights of access, light, air and view over, from and to the same from the remainder of abutting lands at the line of taking.

EXCEPTING AND RESERVING to the Boston and Maine Railroad, its successors and assigns, the right to maintain and operate a railroad on, over, and across all or any portion of the land within the railroad location which is included in such taking, together with the right to install, construct and maintain cables, wires, pipes, conduits or similar appurtenances connected with the operation of the railroad, under, over and across all or any portion of said land within the railroad location.

EXCEPTING AND RESERVING to the Public Service Company, their successors and assigns, the right and easement to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting

Continued on Page -3-

Page -3-

electric current and/or intelligence over, under and across the land of said Companies included within the taking, as shown on said plan; provided that said companies shall not place on said land any structure which would interfere with the use of said land for highway purposes. Also excepting and reserving to said companies the right to clear and keep clear said land of all trees and underbrush by such means as said companies may select.

RELOCATION OF SQUAM RIVER AND COLLINS STREET

AND TAKING for the relocation of the Squam River and Collins Street the following described parcels of land: Beginning at a point one hundred twenty-five feet (125') Westerly of and directly opposite Station 2083S / 00 Southbound lane centerline as shown on said Plan; said point also being in the Westerly line of the first described taking; thence Westerly at right angles to said centerline sixty-five feet (65'); thence southerly parallel to said centerline to a point directly opposite Station 2081S / 75; thence southwesterly to a point that is thirty-three feet (33') northerly of and directly opposite Station 14 / 00 Collins Street Relocation centerline; thence southerly at right angles to said Collins Street centerline sixty-six feet (66'); thence easterly and southerly parallel to said centerline to a point directly opposite Station 10 / 50; thence southerly to a point that is one hundred feet (100') northerly of and directly opposite Station 11 / 50 Squam River Relocation centerline; thence westerly parallel to said centerline to a point directly opposite Station 14 / 50; thence Southerly at right angles to said centerline to the southerly boundary of said Cote-Goud land; thence easterly with said boundary to the first described taking; thence northerly with said first described taking to the point of beginning.

Beginning at a point one hundred twenty-five feet (125') Easterly of and directly opposite Station 2081N / 75 N.B. lane centerline; said point also being in the easterly line of the first described taking; thence easterly to a

Continued on Page -4-

Page -4-

point that is thirty-three feet (33') westerly of and directly opposite Station 1 / 90 Collins Street Relocation centerline; thence curving north-easterly and easterly parallel to said centerline to the southerly boundary of said Cote-Goud land; thence southwesterly with said southerly boundary to the first described taking; thence northerly with said first described taking to the point of beginning.

RELOCATION OF BOSTON & MAINE RAILROAD

The construction line of the relocated Boston & Maine Railroad is as follows: Beginning at a point in the center of the existing Boston & Maine Railroad right-of-way, said point also being shown as Station 2437 / 50 Boston & Maine Railroad construction centerline as shown on a Plan of Ashland I-93-2(44)75 Contract #1 P-4600-D on file in the records of the New Hampshire Department of Public Works and Highways and to be recorded in the Grafton County Registry of Deeds; thence North $68^{\circ} 11' 43''$ West eight hundred forty-eight and seventy-two hundredths feet (848.72'); thence curving to the right with the arc of a circle having a radius of two thousand eight hundred sixty-five feet (2865') for a distance of two thousand seven hundred twenty-five and forty-one hundredths feet (2725.41'); thence North $13^{\circ} 41' 14''$ West three hundred thirty-four and twenty-hundredths feet (334.20'); thence curving to the left with the arc of a circle having a radius of five thousand seven hundred thirty feet (5730') for a distance of one thousand sixty four and thirty-nine hundredths feet (1064.39') to the centerline of the existing Railroad, said point being shown as Construction Centerline Station 2487/22.72.

AND TAKING FOR THE RELOCATION OF SAID RAILROAD the following described parcels of land: Parcel #1 - Beginning at a point in the westerly side line of the existing railroad, said point being directly opposite Station 2437/50 and approximately ninety-two feet (92') westerly of said Station; thence Northwest to a point that is ninety-five feet (95') westerly of and directly opposite Station 2442 / 00; thence Northwest parallel to said Railroad centerline to a point that is one hundred twenty-five feet (125')

Continued on Page -5-

Page -5-

easterly of the north bound lane centerline and near Station ²¹⁰³ 2003 / 80; said point also being in the easterly line of the first described taking; thence northerly with said first described taking to a point in the westerly line of the existing Boston & Maine Railroad right of way; said point also being one hundred twenty-five feet (125') easterly of the north bound lane centerline and near Station ^{2348 / 65} 2004N / 50; thence southeasterly, southwesterly and southeasterly with the existing right-of-way to the point of beginning.

Parcel #2 - Beginning at a point one hundred twenty-five feet (125') westerly of and directly opposite Station 2105S / 90 S. B. lane centerline; said point also being approximately one hundred feet (100') westerly of the relocated railroad centerline and near Station 2446 / 75; thence northwesterly to a point that is one hundred twenty feet (120') westerly of and directly opposite Station 2449 / 00; thence Northwesterly to a point that is one hundred feet (100') westerly of and directly opposite Station 2453 / 00; thence northwesterly to a point that is one hundred feet (100') westerly of and directly opposite Station 2455 / 00; thence northwesterly to a point that is ninety-five feet (95') westerly of and directly opposite Station 2457 / 00; thence northwesterly to a point that is ninety feet (90') westerly of and directly opposite Station 2459 / 00; thence northwesterly to a point that is eighty-five feet (85') westerly of and directly opposite Station 2462 / 00; thence Northwesterly to a point that is eighty feet (80') westerly of and directly opposite Station 2465 / 00; thence northerly to a point that is sixty feet (60') westerly of and directly opposite Station 2466 / 00; thence northerly parallel to said centerline to a point that is westerly of and directly opposite Station 2473 / 24.13; thence northerly to a point that is fifty feet (50') westerly of and directly opposite Station 2479 / 00; thence northerly parallel to said centerline to a point that is westerly of and directly opposite Station 2487 / 22.72; thence easterly at right angles to said centerline to a point in the existing westerly line of

Continued on Page -6-

Page -6-

the Boston & Maine Railroad right-of-way; thence southerly with said westerly line of said Boston and Maine Railroad to a point that is thirty-five feet (35') easterly of the relocated railroad centerline and near Station 2480+50; thence southerly parallel to said centerline to a point directly opposite Station 2467 + 15; thence southeasterly to a point that is seventy-five feet (75') easterly of and directly opposite Station 2464 + 00; thence southerly parallel to said centerline to a point directly opposite Station 2457 + 00; thence southeasterly to a point that is one hundred feet (100') easterly of and directly opposite Station 2450 + 00; thence southeasterly parallel to said centerline to a point in the westerly line of the first described taking; said point being one hundred twenty-five feet (125') westerly of the S.B. lane centerline and near Station 20088 + 80; thence southerly with said first described taking to the point of beginning.

PUBLIC SERVICE COMPANY POWER LINE #67
AND LINE NUMBER A-111 RELOCATION EASEMENT

The construction line of the relocated power line Number 67 is as follows: Beginning at a point in the existing Power line easement; said point being shown as Station 0 + 00 on said Plan; thence North 20° West one thousand one hundred sixty-five feet (1165'); thence North 3° West two thousand and seven hundred twenty-nine feet (2729'); thence North 23° West approximately five hundred fifty feet (550') to the Easterly bank of the Pemigewasset River.

AND TAKING AN EASEMENT FOR THE RELOCATION OF said power lines the following described parcel of land: On the left or westerly side of the described relocated power line number 67 all the land that lies easterly of a line that is seventy-five feet (75') measured westerly from the relocated power line between the existing Public Service Company easement on the south near Station 00 + 00 and the Pemigewasset River on the north near Station 44 + 00.

On the right or easterly side of the described relocated power line number 67 all the land that lies westerly of the westerly right-of-way of the

Continued on Page -7-

Page -7-

relocated Boston and Maine Railroad between the existing Public Service Company easement on the south near Station 5 + 50; said station also being westerly and near Station 2460 + 00 of the relocated Boston & Maine Railroad and P. I. Station 38 + 94 on the north, said station also being westerly and near Station 2492 + 60 of the Boston and Maine Railroad and all the land that lies westerly of a line that is one hundred fifty feet (150') measured easterly from the relocated power line between the last named point on the south and the Pemigewasset River on the north near Station 44 + 00.

AND TAKING THE FOLLOWING EASEMENTS for the relocation of Power line #342: All the land that lies Northerly of a line that is fifty feet (50') southerly of and parallel to the relocated power line as shown on the Plans, bounded on the West by a limited access right-of-way, bounded on the north-east by the existing power line easement.

AND TAKING AN EASEMENT one hundred feet (100') in width between the limited access right-of-way on the east and the existing Public Service Company easement on the west. All the land that comes within a distance of fifty feet (50') measured northerly and fifty feet (50') measured southerly from the following described line: Beginning on the westerly side line of the limited access right of way; thence North 46° West four hundred fifty-two feet (452'); thence North 29° West six hundred forty eight feet (648') to the Easterly side line of the existing Public Service Company easement.

In laying out this portion of the lands, rights and easements described above, the Commission includes herewith the right to extend and maintain any slopes and embankments that may extend beyond the limits of said layout, the right to construct and maintain drainage in accordance with the plan referred to above, and any damage which may be occasioned by the extension of slopes and embankments or drainage, is included in the amounts which we award or have already paid to the several landowners as set forth hereinafter.

And for land taken and for other easements necessary for the above construction, and in accordance with the before-mentioned Plan, we award damages to owners of land as listed below:

Continued on Page -8-

Page -8-

Lawrence W. Spaulding and Doris Spaulding	\$ 675.00
Richard S. Avery	2,185.00
John E. Cote and Mabel Goud	13,928.00

Given under our hands this 1st day of August A.D., 1963.

<u>Robert J. Langest</u>	COMMISSION
<u>Lawrence W. Spaulding</u>	
<u>Raymond H. Guilmette</u>	

Prepared by:
Checked by: ARM

COMMISSIONERS' RETURN
OF
HIGHWAY LAYOUT
SECTION #39 - INTERSTATE ROUTE 93
ASHLAND I-93-2(45)75 - P-5600-B
CONTRACT #2
1963

The Governor and Council, after a public hearing conducted at the National Guard Armory in Plymouth on February 7, 1962, in accordance with Chapter 236, RSA of 1955, approved the Report of the Special Committee on a Limited Access Highway hearing in the Towns of New Hampton, Ashland, Holderness and Plymouth dated February 28, 1962, and in accordance with the provisions of the law referred to above, on March 13, 1962 appointed:

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

a Commission to lay out and assess property damages incident to the laying out or alteration of the highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

And we, the undersigned, being duly sworn, and having proceeded with the duties to which we were appointed in accordance with the location determined by the Highway Commissioner, do hereby describe the lands, rights and easements acquired by purchase or as laid out hereby which are necessary for the construction of said highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

Beginning at a point in the westerly sideline of the existing Railroad right-of-way; said point also being one hundred twenty-five feet (125') Easterly of the Northbound Lane Centerline and near Station 2104N + 65 as shown on a plan of ASHLAND I-93-2(45)75 P-5600-B Contract No. 2 on file in the records of the New Hampshire Department of Public Works and Highways; thence Northwesterly with said Railroad right-of-way to a point that is thirty-five feet (35') Easterly of the relocated Railroad Centerline and near Station 2480 + 50; thence Easterly to a point that is fifty feet (50')

Continued on Page -2-

Page -2-

Westerly of and directly opposite Station 43 + 75 relocated Route 3 Centerline; thence Northerly parallel to said relocated Route 3 Centerline to a point directly opposite Station 58 + 00 relocated Route 3 Centerline; thence Easterly at right angles to said relocated Route 3 Centerline to a point in the Easterly sideline of US Route 3; said point also being in the Westerly line of the Limited Access right-of-way laid out in a Commissioners' Return dated May 1, 1963 and recorded in the Secretary of State's Office; thence Southerly with said right-of-way line to the division line between land of E. Lorraine Foster and land of Properties, Inc. near Station 12133N + 00 Northbound Lane Centerline; thence Easterly with said division line to a point in a line that connects a point that is two hundred feet (200') Easterly of and directly opposite Station 12134N + 00 and a point that is two hundred seventy-five feet (275') Easterly of and directly opposite Station 12132N + 00; thence Southeasterly to the last-named point; thence Southerly to a point that is one hundred twenty-five feet (125') Easterly of and directly opposite Station 12129N + 35.23; thence Southerly parallel to said Northbound Lane Centerline to a point directly opposite Station 12121N + 25; thence Southeasterly to a point that is seventy-five feet (75') Easterly of and directly opposite Station 10 + 23.45 Ramp D-B line; thence Southeasterly to a point that is one hundred twenty-five feet (125') Easterly of and directly opposite Station 6 + 50 Ramp D-B line; thence Southeasterly to a point that is one hundred feet (100') Northerly of and directly opposite Station 2 + 00 Ramp D-B line; thence Easterly to a point that is one hundred feet (100') Northerly of and directly opposite Station 9 + 00 Ramp D-B line; thence Easterly to a point that is ninety-five feet (95') Northerly of and directly opposite Station 12 + 60 relocated Route 3 Centerline; thence Northerly at right angles to said relocated Route 3 Centerline to the Westerly sideline of US Route 3 as now travelled; thence Southeasterly with said sideline to a point directly opposite Station 7 + 85 relocated Route 3 Centerline; thence Southwesterly at right angles to said centerline to a point that is fifty feet (50') Southerly of and directly opposite the last-named Station; thence Westerly to a point:

Continued on Page -3-

Page -3-

that is sixty feet (60') Southerly of and directly opposite Station 13 + 25 Ramp D-A Line; thence Westerly to a point that is seventy-five feet (75') Southerly of and directly opposite Station 11 + 25; thence Westerly to a point that is seventy-five feet (75') Southerly of and directly opposite Station 9 + 15; thence Southwesterly to a point that is seventy-five feet (75') Easterly of and directly opposite Station 6 + 00; thence Southerly to a point that is one hundred feet (100') Easterly of and directly opposite Station 3 + 00; thence Southerly to a point that is one hundred forty feet (140') Easterly of and directly opposite Station 2112N + 00 Northbound Lane Centerline; thence Southerly to a point that is one hundred twenty-five feet (125') Easterly of and directly opposite Station 2107N + 00; thence Southerly parallel to said Northbound Lane Centerline to the point of beginning.

TAKING ALSO WITH THE ABOVE LAND all rights of access, light, air and view over, from and to the same from the remainder of abutting lands at the line of taking with the following specific exception:

EXCEPTING that portion of the Westerly sideline of US Route 3 as now travelled between Stations 7 + 85 and 10 + 25 ^{Ramp D-A Line} ~~Ramp D-A Line~~.

OLD TOWN ROAD RELOCATION

AND TAKING for the relocation of an old town road the following described parcel of land: Beginning at a point that is one hundred feet (100') Westerly of and near Station 43 + 75 relocated Route 3 Centerline; said point also being in the Westerly line of the first-described taking; thence Northerly to a point in the Westerly sideline of said town road as now travelled; said point also being directly opposite Station 49 + 50 relocated Route 3 Centerline; thence Southerly with said sideline to the Westerly line of the first-described taking; thence Southerly and Westerly with the first-described taking to the point of beginning.

RAILROAD CROSSING

AND TAKING for the construction of an approach to a Railroad crossing

Continued on Page -4-

Page -4-

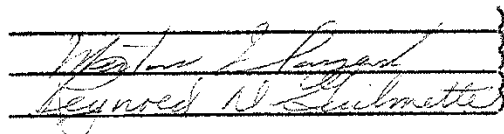
the following described parcel of land: A strip of land twenty-five feet (25') in width, the center of which is directly opposite and at right angles to Station 2485 + 50 relocated Railroad Centerline; bounded on the West by said relocated Railroad and bounded on the East by said relocated Town Road.

In laying out this portion of the lands, rights and easements described above, the Commission includes herewith the right to extend and maintain any slopes and embankments that may extend beyond the limits of said layout, the right to construct and maintain drainage in accordance with the plan referred to above, and any damage which may be occasioned by the extension of slopes and embankments or drainage, is included in the amounts which we award or have already paid to the several landowners as set forth hereinafter.

And for land taken and for other easements necessary for the above construction, and in accordance with the before-mentioned plan, we award damages to owners of land as listed below:

Green Grove Cemetery Assoc.	\$2,165.00
Peter Iyublanovits and Josephine Iyublanovits and Plymouth Guaranty Savings Bank	4,775.00
Gallup Lumber Co., Inc.	680.00
Lakes Region Chipping Corp. and Concord National Bank	2,310.00
Public Service Co. of N. H.	1.00
Boston & Maine Railroad	1.00

Given under our hands this 6th day of September A.D., 1963.


COMMISSIONERS

Received and Recorded Sept. 9, 1963 8:30 A.M.

Reg. of Deeds

AMENDATION OF COMMISSIONERS' RETURN
OF
HIGHWAY LAYOUT

ASHLAND I-93-2(45)75 - P-5600-B
Contract No. 2

Section #39 - Interstate Route 93

The Commission, appointed by the Governor and Council on March 13, 1962, to lay out a section of the Interstate Highway System in the Town of Ashland and the Towns of New Hampton, Holderness and Plymouth, and to assess property damages incident thereto, made a Return of Highway Layout covering Section #39, in the Town of Ashland, Contract No. 2, dated September 6, 1963, which is on file in the Office of the Secretary of State and in the records of the Grafton County Registry of Deeds, Liber 992, Folio 21, and the records of the Town of Ashland. Said Return is to be corrected on Page -4.- of said Return by deleting:

Public Service Co. of N. H.	\$1.00
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and by inserting the following:

E. Lorraine Foster	\$5,500.00
Reginald W. Sargent and Rita Sargent Camp	\$325.00

It being the intention of the Commission in making the above deletion and insertion to make no changes in any other part of the Return except the ones specifically noted above.

Given under our hands this 18th day of September, A. D., 1963.

Tracy M. Falding
Raymond R. Guilmette

COMMISSION

Received and Recorded Sept. 20, 1963 8:30 A.M.

JLA-26

- PETITION -

To His Excellency the Governor and the Honorable Council:

In accordance with Chapter 236, RSA of 1955, I, John O. Morton, Commissioner of Public Works & Highways, propose the construction of a section of the Interstate Highway System in the Towns of New Hampton, Ashland, Holderness and Plymouth at the location given below:

Beginning at a point in New Hampton just northerly of Route 104 easterly of the village; thence running northerly a distance of about twelve (12) miles through New Hampton, Ashland, Holderness to a point in Plymouth on Route 3 near the former "White Duck Cabins", so-called.

Therefore, in accordance with Chapter 236, RSA of 1955, I, John O. Morton, Commissioner of Public Works & Highways, propose that such construction be made in the Interstate Highway System in the Towns of New Hampton, Ashland, Holderness and Plymouth.

(Sg'd) John O. Morton
Commissioner.

Dated at Concord, N. H., this
28th day of November, A.D., 1961.

The Governor and Council, assembled in executive session on December 15, 1961, appointed:

Hon. Philip A. Robertson, Councilor - District No. 1
Hon. Roger Brassard, Councilor - District No. 3
Hon. James H. Hayes, Councilor - District No. 5

a Special Committee to conduct a hearing to determine whether there is occasion for the laying out of a highway.

NOTICE OF HEARING

The Special Committee in accordance with Chapter 236, RSA of 1955 and the Federal Highway Act of 1956, have set a public hearing thereon to be held at the National Guard Armory in Plymouth on February 7th, 1962 at 2:00 P. M.

The Auditorium will be open at 12:00 Noon for the inspection of plans by any interested persons.

Given under our hands this 22nd day of December, A.D., 1961.

Philip A. Robertson
James H. Hayes
SPECIAL
COMMITTEE

CERTIFICATE OF SERVICE

I, Bernard F. Mahon certify that on the 17th day of January 1962, I posted Notices warning a hearing ordered by the Special Committee, appointed by the Governor and Council December 15, 1961 relative to the construction of a section of the Interstate Highway System in the Towns of New Hampton, Ashland, Holderness and Plymouth, at the Post Office and I.C.A. Store in New Hampton, at the Post Office in Ashland and at the Office of the Town Clerk in Ashland, a true copy of the foregoing Petition and the Order of Notice thereon. Also, I certify that on the 18th day of January 1962, I placed in the hands of the Town Clerk of New Hampton, a true copy of the foregoing Petition and the Order of Notice thereon and that I gave in person or left at their abode to the following resident landowners and other parties in interest having custody of the land over which said alteration of said highway may pass, a true and attested copy of the foregoing Petition and the Order of Notice thereon:

(H - Placed in Hand)
(L - Left at Abode)

NEW HAMPTON

Robert H. Moulton - H
Elizabeth H. Moulton - L

Also I certify that on the 17th day of January 1962, I placed in the hands of the Town Clerk of Ashland, a true copy of the foregoing Petition and the Order of Notice thereon, and that I gave in person or left at their abode to the following resident landowners and other parties in interest having custody of the land over which said alteration of said highway may pass, a true and attested copy of the foregoing Petition and the Order of Notice thereon:

ASHLAND

Henry B. Davis - H
Grace L. Davis - L

ASHLAND

Robert E. Roby - H
Helen M. Viggers - H
Martha M. Roby - L

PLYMOUTH

Fred C. Tobey - L
Grace M. Tobey - H
Edward Bannister - L
George M. Bannister - H

- Continued -

Page -2-

HO尔德NESS

Richard L. Gordon - L
Gladys P. Gordon - L

Also I certify that on the 13th day of January 1962, I gave in person or left at their abode to the following resident landowners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

NEW HAMPTON

Richard S. Avery - H
Clarence E. Robbins - H
Sidney Rollins - H
Harry Cote, Jr. - L
Grace M. Avery - L
Oliver A. Cote - H
Gladys H. Rollings - L

ASHLAND

Clarence C. Jordan - H
Leon C. Barney - L
Harry L. Cote, Sr. - L
Charles F. Dow - L
Mary A. Jordan - L
Alice A. Barney - H
Rose E. Cote - L
Elizabeth A. Dow - L

PLYMOUTH

Chester Ireland - H
Lois V. Ireland - L

LACONIA

Lawrence Spaulding - L

Also I certify that on the 4th day of January 1962, I posted Notices warning a hearing ordered by the Special Committee, appointed by the Governor and Council December 15, 1961 relative to the construction of a section of the Interstate Highway System in the Towns of New Hampton, Ashland, Holderness and Plymouth, at the Post Office in Holderness, at the Smith-Piper Company in Holderness and at the Selectman's Office in Holderness, and at the office of the Selectman in Plymouth and at the Post Office in Plymouth, a true copy of the foregoing Petition and the Order of Notice thereon. Also I certify that on the 4th day of January 1962 I placed in the hands of the Town Clerk and Tax Collector of Holderness, and the Town Clerk of Plymouth, a true copy of the foregoing Petition and the Order of Notice thereon and that I gave in person or left at their abode to the following resident landowners and other parties in interest having

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Page -3-

custody of the land over which said alteration of said highway may pass, a true and attested copy of the foregoing Petition and the Order of Notice thereon:

FOUNDERSHIP

Donat J. McDevier - L
Wesley A. Downing - L
Pauline G. McDevier - L
Beverly C. Downing - R

MEMBERSHIP

Gladys S. Drew - R
Marshall French - R

PLANTING

Fred C. Hussey - R
Clifford B. Leonard - R
Margaret M. McDutcheon - R
Margaret Hussey - L
Hazel W. Leonard - R
Plymouth Teachers College - R
i.e. - Allen S. Grew

Also I certify that on the 28th day of December 1961, I gave in person or left at their abode to the following resident landowners and other parties an interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:-

ADJUDICATE

Willis C. Rowe - R
Blondin A. Kilgore - L
Millan Smith - R
Jean L. Lott - R
Agnes Raymond - R
Roland H. Kilgore - R
Harris Smith - L
Willis R. Lott - R
Armand Raymond - R

PLANTING

Plymouth Athletic Association, Inc. - L
Russell Hower, Treas.
Doming Chevrolet, Inc. - R
Halston O. Lenartine, Treas.

FOUNDERSHIP

Norman P. Smith, Jr. - R

- Continued -

Page -4-

Also I certify that on the 29th day of December 1961 I gave in person or left at their abode to the following resident landowners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

ASHLAND

Robert A. Goodwin - L
 Leslie Goodwin - L
 Donald Lott - L
 Harold P. Monteton - L
 Raymond Wentcott - H
 Coral A. Goodwin - L
 Baby M. Goodwin - H
 Rita P. Lott - H
 Shirley H. Monteton - H
 Estelle O. Wentcott - H
 LeRoy H. Fisher - L
 Lucille H. Fisher - L
 Nellie E. Willoughby - H

BIRNEY

John C. Birney - H
 Josephine H. Birney - L
 Leon R. Birney - L
 Mildred V. Birney - H

BRIDGEVIEW

Roy W. Chaffee - H
 Ethel J. Chaffee - H
 Harold A. Webster - H
 Constance F. Webster - H
 Dorothy A. Currier - H
 Charles E. Currier - L
 Francis Currier - L
 Harrison A. Sargent - L
 Hilma R. Sargent - H
 Harrison P. Sargent - H
 Ada A. Sargent - H

Also I certify that on the 2nd day of January 1962 I gave in person or left at their abode to the following resident landowners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

ASHLAND

Vera P. Gilpatrick - L

CAMPDEN

Paul S. Durgin - H
 Gladys J. Durgin - H

Page -3-

Also I certify that on the 3rd day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:-

WITNESSES

Donald C. Hageman, Roadmaster - H
Helderness Boys School

Also I certify that on the 5th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

WITNESSES

Trinity Church Yard Association
Robert G. Wakefield, Pres. - H
Percy M. Ayer - H
Eileen F. Ayer - H

WITNESSES

Milton Buckles - H
Florence Buckles - H
Roy E. Melanson - H
Lana Melanson - H

Also I certify that on the 8th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

WITNESSES

Vina Madrit - H
Theodore M. Covill - L
Elsie M. Covill - H
Frank A. Logan - H
Hilda T. Logan - L
Leola L. Beauchemin - L
Ethel L. Beauchemin - L
Frank G. Post - H
Marjorie M. Post - L
John C. Watts - L
Marion F. Watts - H
Bessie D. Serrall - H
David W. Serrall - H

- Continued -

Page -6-

TILTON

Tilton Sand & Gravel, Inc. - H

Also I certify that on the 10th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

PLYMOUTH

Wesley Muzzey - L
Patricia Muzzey - L
Plymouth Village Fire District - H
(Luther J. Pollard)

HOLDENESS

John L. Greenleaf - L
Mary C. Greenleaf - L

Also I certify that on the 11th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

PLYMOUTH

Ernest W. Robinson - L
Evelyn A. Robinson - L

LACONIA

Walter C. Hanson - L
Ruby O. Hanson - H

Also I certify that on the 12th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

ASHLAND

Greengrove Cemetery Association
Alfred J. Puccetti, Pres. - H
Ashland Paper Mills, Inc.
Roland M. Pillsbury, Manager - H
John E. Cote - L
Marjorie M. Cote - H

- Continued -

Page -7-

ASHLAND (CONT'D)

Mable V. Good - H
Peter Lyublanovits - H
Josephine J. Lyublanovits - H
Gallup Lumber Co., Inc. - H
(Bernard F. Avery, Manager)
Lake Region Chipping Co., Inc. - H
(Lloyd W. Hawkensen)

Also I certify that on the 16th day of January 1962 I gave in person or left at their abode to the following resident land-owners and other parties in interest having custody of the land over which said altered highway may pass, a true copy of the foregoing Petition and the Order of Notice thereon:

PLYMOUTH

A. M. Rand Co., - H
(Watson A. Rand, Pres.)
Samuel A. Southerland - H
Zelma B. Carpenter - H
Robert E. Southerland - H
Lucy C. Southerland - H
Arthur R. Chase - H
Helen B. Chase - H

Also I certify that on the 10th day of January 1962 I handed the following mortgagees a true copy of the foregoing Petition and the Order of Notice thereon:

Irving J. Resnik, Manchester, NH
(Re:- Ray C. Johnson)

Also I certify that on the 11th day of January 1962 I handed the following mortgagees a true copy of the foregoing Petition and the Order of Notice thereon:

Ernest W. and Evelyn A. Robinson
(Re:- Eleanor and Roland Kilgore)

Also I certify that on the 5th day of January 1962 I handed the following mortgagees a true copy of the foregoing Petition and the Order of Notice thereon:

Roy Melanson, Holderness, NH
(Re:- Wesley A. and Beverly E. Downing)

Also I certify that on the 23rd day of January 1962 I handed the following mortgagees a true copy of the foregoing Petition and the Order of Notice thereon:

- Continued -

Page -8-

Guy Taylor and Lillian Taylor
(Frank A. and Hilda T. Logan)
Meredith Village Savings Bank
(Re:- Marshall French)
White Mountain Acceptance Corp. of Meredith
(Re:- Donald and Rita D. Lott)
Harvey J. Morse Estate, New Hampton
(Re:- Charles F. Dow)
Plymouth Guaranty Savings Bank
(Re:- Willis R. and Jean L. Lott)
Harold D. and Shirley Marie Keniston
Peter and Josephine Lyublanovits
Clifford B. and Hazel W. Learned
Grace M. Tobey
Arthur W. Shaw
John C. Watts, Jr. and Marion F. Watts
Frank Mednit Realty Corporation
Louis L. and Ethel L. Beauchemin
Milton W. Huckins
Leroy E. and Lucille M. Fisher
Harris L. and Lillian F. Smith
New Hampshire Savings Bank
(Re: Holderness Episcopal School for Boys)

Also I certify that on the 24th day of January 1962 I handed the following mortgagees a true copy of the foregoing Petition and the Order of Notice thereon:-

Concord National Bank
(Re:- Lakes Region Chipping Corporation)

Also I certify that notices were mailed by certified mail on the 12th day of January 1962 to:-

Kent Andrews, Real Estate Dept., United Shoe Machinery Corp.,
140 Federal St., Boston, Mass.
Herbert E. Dunklee, 3519 Dexter Ave., Tampa 4, Florida
Arthur Shaw, 2121 2nd Ave., North, St. Petersburg, Florida
Charles A. Buettner, 1 Fox Lane, Lattington, New York
Harry Batchelder, 17 Lynn St., Peabody, Mass.
Mrs. Lillian Chase, 905 N.E., 114th St., Seattle 55, Wash.
Ray C. Johnson, c/o Stanley P. Barron, Atty, 27 State St.,
Boston, Massachusetts
Edward R. Heinstrom, 60 Hill St., East Weymouth 89, Mass.
Mrs. Theda M. Heinstrom, 60 Hill St., East Weymouth 89, Mass.
Mrs. E. Pearl Willoughby, 811 Laguna Drive, Venice, Florida
Mrs. Charles Buettner, 1 Fox Lane, Lattington, New York
Mr. Roy Deming, 213 Bayside Drive, Venice Florida
Mrs. Emily Deming, 213 Bayside Drive, Venice Florida
Mrs. Lena Marshall, 8203 11th Street, Tampa 4, Florida

- Continued -

Page -9-

Also I certify that notices were mailed by certified mail on the 15th day of January 1962 to:

Arthur Bruns, 1224 Blue Road, Corral Gables, Florida
Rudy Gregorovic, 14-14 30th Ave., Astoria, Long Island, NY
Mary Gregorovic, 14-14 30th Ave., Astoria, Long Island, NY
E. Lorraine Foster, 24 Prescott Street, Cambridge 28, Mass.
Gallup Lumber Company, Plainfield, New Jersey

Also I certify that notices were mailed by certified mail on the 19th day of January 1962 to:

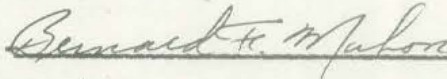
Eugene C. Struckhoff, Attorney, 95 N. Main St., Concord, NH
(Re: Theo G. Alvord)
Richard T. Guerin, Attorney, 1 Broadway, New York, N. Y.
(Re: Estate of Buel Alvord)
Richard Rich, 50 N. 22nd Street, East Orange, N. J.
Mrs. Marguerite Blair, Carolina Hotel, Pinehurst, N. C.
Mrs. Theo G. Alvord, Thunderbird Motel, Miami, Florida

Also I certify that notices were mailed by certified mail on the 23rd day of January 1962 to:

John A. Ramsey, Attorney, Meredith, NH
(Re: Fred C. Tobey, Jr.)
Nighswander, Lord & Bownes, Attorneys, 307 Main Street,
Laconia, NH (Re: Town of Moultonboro)
Leonard C. Sawyer, Attorney, 77 Main St., Plymouth, NH
(Re: Seaboard Finance Co., -Ellen L. and
Roland H. Gilford)

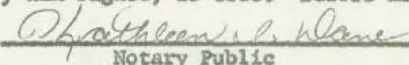
Also I certify that notices were mailed by certified mail on the 24th day of January 1962 to:

Federal Land Bank of Springfield, Mass.
(Re: Harry L. Cote, Jr. and Olive Cote)
Howard and Georgia Marie Bannister
Zelma B. Carpenter
First National Bank of Boston, Boston, Mass.
(Re: Ashland Paper Company)
Commercial Realty and Finance Co., Inc. 29 Pearl Street,
Worcester, Mass. (Re: Frank G. and Harriet M. Peck)
Hyde Finance Company, 45 Broad Street, Boston, Mass.
(Re: Ray C. Johnson)



STATE OF NEW HAMPSHIRE Merrimack, SS January 29 A.D. 1962

Then the said Bernard F. Mahon of Concord, New Hampshire to me known and duly authorized by the aforesaid Committee to deliver notices in their name, appeared and made oath that the foregoing statement by him signed, is true. Before me:



Notary Public

My Commission expires August 17, 1964

Page -3-

electric current and/or intelligence over, under and across the land of said Companies included within the taking, as shown on said plan; provided that said companies shall not place on said land any structure which would interfere with the use of said land for highway purposes. Also excepting and reserving to said companies the right to clear and keep clear said land of all trees and underbrush by such means as said companies may select.

RELOCATION OF SQUAM RIVER AND COLLINS STREET

AND TAKING for the relocation of the Squam River and Collins Street the following described parcels of land: Beginning at a point one hundred twenty-five feet (125') Westerly of and directly opposite Station 2083S \pm 00 Southbound lane centerline as shown on said Plan; said point also being in the Westerly line of the first described taking; thence Westerly at right angles to said centerline sixty-five feet (65'); thence southerly parallel to said centerline to a point directly opposite Station 2081S \pm 75; thence southwesterly to a point that is thirty-three feet (33') northerly of and directly opposite Station 14 \pm 00 Collins Street Relocation centerline; thence southerly at right angles to said Collins Street centerline sixty-six feet (66'); thence easterly and southerly parallel to said centerline to a point directly opposite Station 10 \pm 50; thence southerly to a point that is one hundred feet (100') northerly of and directly opposite Station 11 \pm 50 Squam River Relocation centerline; thence westerly parallel to said centerline to a point directly opposite Station 14 \pm 50; thence southerly at right angles to said centerline to the southerly boundary of said Cote-Goud land; thence easterly with said boundary to the first described taking; thence northerly with said first described taking to the point of beginning.

Beginning at a point one hundred twenty-five feet (125') Easterly of and directly opposite Station 2081N \pm 75 N.B. lane centerline; said point also being in the easterly line of the first described taking; thence easterly to a

Continued on Page -4-

COMMISSIONERS' RETURN

OF

HIGHWAY LAYOUT

SECTION #39 - INTERSTATE ROUTE 93

ASHLAND I-93-2(45)75 - P-5600-D

CONTRACT #1

1963

The Governor and Council, after a public hearing conducted at the National Guard Armory in Plymouth on February 7, 1962, in accordance with Chapter 236, RSA of 1955, approved the Report of the Special Committee on a Limited Access Highway hearing in the Towns of New Hampton, Ashland, Holderness and Plymouth dated February 28, 1962, and in accordance with the provisions of the law referred to above, on March 13, 1962 appointed:

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

a Commission to lay out and assess property damages incident to the laying out or alteration of the highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

And we, the undersigned, being duly sworn, and having proceeded with the duties to which we were appointed in accordance with the location determined by the Highway Commissioner, do hereby describe the lands, rights and easements acquired by purchase or as laid out hereby which are necessary for the construction of said highway in the Towns of New Hampton, Ashland, Holderness and Plymouth.

Beginning at a point in the Southerly boundary line of land of John Cote and Mabel Goud; said point also being in the Squam River and one hundred twenty-five feet (125') Westerly of and near Station 2075 \pm 10 S.B. as shown on the Plans of ASHLAND I-93-2(45)75 - P-5600-D on file in the records of the New Hampshire Department of Public Works and Highways; thence Northerly parallel to said centerline to a point that is Westerly of and directly opposite Station 20948 \pm 50; thence Northerly to a point that is one hundred fifty feet (150') Westerly of and directly opposite Station 20978 \pm 00; thence Northerly to a point that is one hundred twenty-five feet (125') Westerly of and directly opposite Station 20998 \pm 50; thence Northerly parallel to said centerline to a point that is one hundred twenty-five feet (125') Westerly of and near

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R. R. G.

Page -2-

Station 2008S / 80; said point also being one hundred feet (100') Easterly of the relocated railroad centerline and near Station 244S / 75; thence Northwesterly parallel to said relocated railroad centerline to a point directly opposite Station 2450 / 00; thence northerly to a point that is seventy-five feet (75') easterly of and directly opposite Station 2457 / 00; thence northwesterly parallel to said centerline to a point directly opposite Station 2464 / 00; thence northwesterly to a point that is thirty-five feet (35') easterly of and directly opposite Station 67 / 15; thence northerly parallel to said centerline to a point in the westerly side line of the existing railroad right-of-way near Station 2480 / 50; thence southeasterly with said railroad right-of-way to a point that is one hundred twenty-five feet (125') easterly of the northbound lane centerline and near Station 2004N / 65; thence southerly parallel to said northbound lane centerline to the southerly boundary of said Cote - Goud land; thence westerly with said Cote - Goud land to the point of beginning.

TAKING ALSO WITH THE ABOVE LAND all rights of access, light, air and view over, from and to the same from the remainder of abutting lands at the line of taking.

EXCEPTING AND RESERVING to the Boston and Maine Railroad, its successors and assigns, the right to maintain and operate a railroad on, over, and across all or any portion of the land within the railroad location which is included in such taking, together with the right to install, construct and maintain cables, wires, pipes, conduits or similar appurtenances connected with the operation of the railroad, under, over and across all or any portion of said land within the railroad location.

EXCEPTING AND RESERVING to the Public Service Company, their successors and assigns, the right and easement to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting

Continued on Page -3-

Page -4-

point that is thirty-three feet (33') westerly of and directly opposite Station 1 / 90 Collins Street Relocation centerline; thence curving northeasterly and easterly parallel to said centerline to the southerly boundary of said Cote-Goud land; thence southwesterly with said southerly boundary to the first described taking; thence northerly with said first described taking to the point of beginning.

RELOCATION OF BOSTON & MAINE RAILROAD

The construction line of the relocated Boston & Maine Railroad is as follows: Beginning at a point in the center of the existing Boston & Maine Railroad right-of-way, said point also being shown as Station 2437 / 50 Boston & Maine Railroad construction centerline as shown on a Plan of Ashland I-93-2(44)75 Contract #1 P-4600-D on file in the records of the New Hampshire Department of Public Works and Highways and to be recorded in the Grafton County Registry of Deeds; thence North $68^{\circ} 11' 43''$ West eight hundred forty-eight and seventy-two hundredths feet (848.72'); thence curving to the right with the arc of a circle having a radius of two thousand eight hundred sixty-five feet (2865') for a distance of two thousand seven hundred twenty-five and forty-one hundredths feet (2725.41'); thence North $13^{\circ} 41' 14''$ West three hundred thirty-four and twenty-hundredths feet (334.20'); thence curving to the left with the arc of a circle having a radius of five thousand seven hundred thirty feet (5730') for a distance of one thousand sixty four and thirty-nine hundredths feet (1064.39') to the centerline of the existing Railroad, said point being shown as Construction Centerline Station 2437/22.72.

AND TAKING FOR THE RELOCATION OF SAID RAILROAD the following described parcels of land: Parcel #1 - Beginning at a point in the westerly side line of the existing railroad, said point being directly opposite Station 2437/50 and approximately ninety-two feet (92') Westerly of said Station; thence Northwesterly to a point that is ninety-five feet (95') Westerly of and directly opposite Station 2442 / 00; thence Northwesterly parallel to said Railroad centerline to a point that is one hundred twenty-five feet (125')

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Page -5-

easterly of the north bound lane centerline and near Station 2003 / 80; said point also being in the easterly line of the first described taking; thence northerly with said first described taking to a point in the westerly line of the existing Boston & Maine Railroad right of way; said point also being one hundred twenty-five feet (125') easterly of the north bound lane centerline and near Station 2004N / 50; thence southeasterly, southwesterly and southeasterly with the existing right-of-way to the point of beginning.

Parcel #2 - Beginning at a point one hundred twenty-five feet (125') westerly of and directly opposite Station 2105S / 90 S. R. lane centerline; said point also being approximately one hundred feet (100') westerly of the relocated railroad centerline and near Station 2446 / 75; thence northwesterly to a point that is one hundred twenty feet (120') westerly of and directly opposite Station 2449 / 00; thence Northwesterly to a point that is one hundred feet (100') westerly of and directly opposite Station 2453 / 00; thence northwesterly to a point that is one hundred feet (100') westerly of and directly opposite Station 2455 / 00; thence northwesterly to a point that is ninety-five feet (95') westerly of and directly opposite Station 2457 / 00; thence northwesterly to a point that is ninety feet (90') westerly of and directly opposite Station 2459 / 00; thence northwesterly to a point that is eighty-five feet (85') westerly of and directly opposite Station 2462 / 00; thence Northwesterly to a point that is eighty feet (80') westerly of and directly opposite Station 2465 / 00; thence northerly to a point that is sixty feet (60') westerly of and directly opposite Station 2466 / 00; thence northerly parallel to said centerline to a point that is westerly of and directly opposite Station 2473 / 24.13; thence northerly to a point that is fifty feet (50') westerly of and directly opposite Station 2479 / 00; thence northerly parallel to said centerline to a point that is westerly of and directly opposite Station 2487 / 22.72; thence easterly at right angles to said centerline to a point in the existing westerly line of

Continued on Page -6-

Page -6-

the Boston & Maine Railroad right-of-way; thence southerly with said westerly line of said Boston and Maine Railroad to a point that is thirty-five feet (35') easterly of the relocated railroad centerline and near Station 2480/50; thence southerly parallel to said centerline to a point directly opposite Station 2467 / 15; thence southeasterly to a point that is seventy-five feet (75') easterly of and directly opposite Station 2464 / 00; thence southerly parallel to said centerline to a point directly opposite Station 2457 / 00; thence southeasterly to a point that is one hundred feet (100') easterly of and directly opposite Station 2450 / 00; thence southeasterly parallel to said centerline to a point in the westerly line of the first described taking; said point being one hundred twenty-five feet (125') westerly of the S.B. lane centerline and near Station 20088 / 80; thence southerly with said first described taking to the point of beginning.

PUBLIC SERVICE COMPANY POWER LINE #67
AND LINE NUMBER A-111 RELOCATION EASEMENT

The construction line of the relocated power line Number 67 is as follows: Beginning at a point in the existing Power line easement; said point being shown as Station 0 / 00 on said Plan; thence North 90° West one thousand one hundred sixty-five feet (1165'); thence North 30° west two thousand seven hundred twenty-nine feet (2729'); thence North 23° West approximately five hundred fifty feet (550') to the Easterly bank of the Pemigewasset River.

AND TAKING AN EASEMENT FOR THE RELOCATION OF said power lines the following described parcel of land: On the left or westerly side of the described relocated power line number 67 all the land that lies easterly of a line that is seventy-five feet (75') measured westerly from the relocated power line between the existing Public Service Company easement on the south near Station 00 / 00 and the Pemigewasset River on the north near Station 44 / 00.

On the right or easterly side of the described relocated power line number 67 all the land that lies westerly of the westerly right-of-way of the

Continued on Page -7-

Page -7-

relocated Boston and Maine Railroad between the existing Public Service Company easement on the south near Station 5 / 50; said station also being westerly and near Station 2460 / 00 of the relocated Boston & Maine Railroad and P. I. Station 38 / 94 on the north, said station also being westerly and near Station 2492 / 60 of the Boston and Maine Railroad and all the land that lies westerly of a line that is one hundred fifty feet (150') measured easterly from the relocated power line between the last named point on the south and the Pemigewasset River on the north near Station 44 / 00.

AND TAKING THE FOLLOWING EASEMENTS for the relocation of Power line #342: All the land that lies Northerly of a line that is fifty feet (50') southerly of and parallel to the relocated power line as shown on the Plans, bounded on the West by a limited access right-of-way, bounded on the north-east by the existing power line easement.

AND TAKING AN EASEMENT one hundred feet (100') in width between the limited access right-of-way on the east and the existing Public Service Company easement on the west. All the land that comes within a distance of fifty feet (50') measured northerly and fifty feet (50') measured southerly from the following described line: Beginning on the westerly side line of the limited access right of way; thence North 46° West four hundred fifty-two feet (452'); thence North 29° West six hundred forty eight feet (648') to the Easterly side line of the existing Public Service Company easement.

In laying out this portion of the lands, rights and easements described above, the Commission includes herewith the right to extend and maintain any slopes and embankments that may extend beyond the limits of said layout, the right to construct and maintain drainage in accordance with the plan referred to above, and any damage which may be occasioned by the extension of slopes and embankments or drainage, is included in the amounts which we award or have already paid to the several landowners as set forth hereinafter.

And for land taken and for other easements necessary for the above construction, and in accordance with the before-mentioned Plan, we award damages to owners of land as listed below:

Continued on Page -8-

Page -8-

Lawrence W. Spaulding and Doris Spaulding	\$ 675.00
Richard B. Avery	2,185.00
John E. Cote and Mabel Goud	13,928.00

Given under our hands this 1st day of April A.D., 1963.

Walter Spaulding
Lawrence W. Spaulding
Richard B. Avery

COMMISSION

Prepared by:
 Checked by: LRM

EAGLE-A
 Frozen Onion Skin
 2-1/2 LBS. PER BAG



JOHN O. MORTON
COMMISSIONER

State of New Hampshire
Department of Public Works and Highways
Concord

April 1, 1963

Public Service Co. of New Hampshire
Lancaster, New Hampshire

Gentlemen:-

Attached for your information and files please
find Commissioners' Return of Highway Layout for the
ASHLAND I-93-2(45)75 - P-5600D Project.

Contract #1

Very truly yours,

Stanton C. Otis

Stanton C. Otis
Right-of-Way Engineer

SCO:f
Attach.

VOTED APR 8 1963 E.F.L.



Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 2469 Existing Line Number: E-115
 Mile Sheet Number: 8 & 9 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
 Other: _____
 Grantor: Harry L Cote, Jr.
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: New Hampton County: Belknap
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
☒ A. Constant Width 225 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: over 2 parcels "Said 225' strip shall extend 57 1/2' westerly and 167 1/2' easterly of a line or extension of said line, described as follows:"

Date of Instrument Execution: 9/18/1952 Book: 341 Page: 57

Joint Use Agreement: YES (YES/NO)

Doc. Num: AGA 201 Date of Instrument Execution: 9/19/1984 Book: 889 Page: 612

Brief Description: Private bridge over Squam River

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 2474; EAA 10504

Additional Comments: For Correspondence (EAA 2474): "This easement partly destroyed by taking for Int. Rt 93, now covered by Co. Doc. EAA 10504"

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Right to Remove
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

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



NPT Easement Abstract

6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel

If yes see Additional Easement Rights/Limitations below.

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

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: A portion of this easement taken by NH for Interstate 93 and easement relocated pursuant to 10504. Need further review of D.O.T. and registry records to determine extent of taking and remaining rights.

Property Comments: _____

Created By (C&C): WFR 8/12/2010

Checked By (C&C): GMN 1/20/2011

Legal Reviewed By: KB & JV 3/4/2011

Approved By (NPT): _____

*For correspondence This easement party destroyed EAA-2469
 by taking for INT. 93. Now covered by C.A. Dec
 No. EAR-10509*

KNOW ALL MEN BY THESE PRESENTS

That I, Harry L. Cote, Jr.

of New Hampton County of Belknap

in The State of New Hampshire (hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land 225 feet in width in the town/city of New Hampton county of Belknap State of New Hampshire.

Said 225 foot strip shall extend 57 1/2 feet westerly and 167 1/2 feet easterly of a line or extension of a line, described as follows:

Beginning at a point in the wire fence marking the southerly boundary line of Grantor's land at land of Emery, said point of beginning being 86 feet measured westerly along said fence from a stone bound on the westerly side of the New Hampton-Ashland Highway; thence running North 19°00' E, a distance of 2448 feet to a point in the wire fence marking the northerly boundary line of Grantor's land at land of Sanborn.

Also beginning at a point in the wire fence marking the southerly boundary line of Grantor's land at land of Dow, said point of beginning being 1223 feet measured westerly along said fence from the westerly side of the New Hampton-Ashland Highway; thence running North 19°00' E, a distance of 2276 feet to the Squam River marking the northerly boundary line of Grantor's land.

Said 225 foot right of way strip includes the 100 foot strip conveyed to the Grantee by Frank B. Dalton, August 28, 1928, and Estate of Benjamin Deane, March 6, 1930, and recorded in Belknap County Records.

Being a part of the same premises described in deed of Stella B. Brown, Guardian to Harry L. Cote, Jr. dated July 8, 1946 and recorded in the Belknap County Registry of Deeds, Book 292 Page 445. Also being a part of the same premises described in deed of Harry L. Cote to Harry L. Cote, Jr., dated December 14, 1950, and recorded in the Belknap County Registry of Deeds, Book 326, Page 281.

BELKNAP COUNTY REGISTER	
RECEIVED	September 26, 1946
9	30 A.M.
Recorded Book	341 Page 57
Examined by <i>Charles P. [Signature]</i> Registrar.	

0019 Rev. 1M-8-22-7

*Wob-Lincoln Lind
 W.D. 00-9402.*

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that he has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Olive M. Cote, wife of HARRY L. Cote JR.

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

WITNESS our hands and seals this 18th day of September 1952.

In the presence of
Donald E. Simwill
to both

Harry L. Cote Jr.
Olive M. Cote



seal this _____ day of _____ 19____

The State of New Hampshire
Belknap ss.
September 18, 1952.

HARRY L. Cote JR.
and Olive M. Cote

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

Donald E. Simwill
Notary Public Justice of the Peace

-88-

19____

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

Notary Public Justice of the Peace

EAA-2469

Title Report

CAPTION PREMISES

Stella B. Brown, Guardian of
Nancy A. Brown
to
Harry L. Cote, Jr.

Guardian's Deed
Dated July 8, 1946
Rec'd April 8, 1947
Book 292, Page 445

A certain tract of land in New Hampton, County of Belknap and State of New Hampshire, bounded and described as follows:

Bounded on the north by land formerly owned by Daniel Ames; on the east by land now or formerly of Esther Ellis, land now or formerly of George Cass, and land now or formerly of Julius Nockman; on the south by land now or formerly of said Nockman and land now or formerly of Ed Warren (or Ed Warner) on the west by the Pemigewasset River.

STATUS OF TITLE

Record Owner: Harry L. Cote, Jr.

Encumbrances: Mortgage from Harry L. Cote, Jr. to the Federal Land Bank of Springfield dated Dec. 15, 1950, recorded in Book 326, Page 283.

Advertised for non-payment of 1951 taxes. Sale to be held August 16, 1952.

Aug. 12, 1952.

Frank E. Gray
Attorney

Title Report

CAPTION PREMISES

Harry L. Cote
to
Harry L. Cote, Jr.

Warranty Deed
Dated Dec. 14, 1950
Rec'd Dec. 18, 1950
Book 326, Page 281

A certain tract of land in New Hampton, County of Belknap, State of New Hampshire, and known as the Shaw Intervale; bounded and described as follows:

Bounded on the southerly side by land formerly of Garland Smith and known as the Garland Smith Intervale; on the westerly side by the Pemigewasset River; on the northerly side by Squam River and on the easterly side by land conveyed to Gordon B. Peavey by Quitclaim Deed dated June 9th, 1893, and by land of Davis W. Shaw.

STATUS OF TITLE

Record owner: Harry L. Cote, Jr.

Encumbrance: Mortgage from Harry L. Cote Jr. to the Federal Land Bank of Springfield dated Dec. 15, 1950, recorded in Book 326, Page 283.

Advertised for non-payment of 1951 taxes. Sale to be held Aug. 16, 1952.

August 12, 1952.

Frank E. King
Attorney

EAA-2469

Form 21-348
Partial Release
F. L. B.-N. E. (Revised 12-1-48)
#23886
NH 31-677

Know All Men by These Presents

That THE FEDERAL LAND BANK OF SPRINGFIELD, the holder of a certain mortgage given by
HARRY L. COTE, JR. to it, dated **December 15, 1950**,
 recorded in the Office of the **Registry of Deeds** County of **Belknap**,
 State of **New Hampshire** in Book **326** of Mortgages at Page **283**

in consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from
 the lien of said mortgage, quitclaim and convey to **HARRY COTE, JR., ASHLAND, NEW HAMPSHIRE,**
his heirs and assigns forever, that portion of the premises covered
 by the said mortgage, which is described as follows:

AN EASEMENT in the Town of New Hampton, County of Belknap, State
 of New Hampshire, bounded and described as follows:

A 125 foot right of way strip east of and adjoining the present
 100 foot strip (power line right of way) and extending from Squam
 River southerly 2276 feet to land of Dow and extending from the
 Ashland-New Hampton Highway northerly 2448 feet to land of Sanborn.

RETAINING AND HOLDING the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions.

IN WITNESS WHEREOF, said THE FEDERAL LAND BANK OF SPRINGFIELD has caused its corporate seal to be affixed to these presents and the same to be signed by its
this 11th day of September 19 52.
Treasurer

WITNESS:

THE FEDERAL LAND BANK OF SPRINGFIELD

Maye C. Cole
Emily D. Connolly

By C. Edson Bemis
Treasurer

Commonwealth of Massachusetts
County of Hampden, ss.

On this 11th day of September 1952, before me personally came C. Edson Bemis
Treasurer to me known and known to me to be the

of THE FEDERAL LAND BANK OF SPRINGFIELD, the corporation described in and which executed the foregoing instrument, and the said C. Edson Bemis being by me duly sworn did depose and say that he resides in Springfield, Massachusetts; that he is **Treasurer** of THE FEDERAL LAND BANK OF SPRINGFIELD, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order and that said seal was affixed and said instrument was executed by him as the free act and deed of said corporation.

Walter D. Talwodge
Notary Public

arf

My commission expires March 2, 1956.

PARTIAL RELEASE

Received in the _____ Office of the
County of _____ on the _____
day of _____ A. D. 19____
at _____ o'clock in the _____
and _____ in Book _____
of Deeds, pages _____

Clerk

RECORD AND RETURN TO

✓ EAA-2469
2471

AGA-201

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 19th day of September, 1984, by and among PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105, (hereinafter called PSNH); THE TOWN OF ASHLAND, (hereinafter the Town); HARRY L. COTE, JR., with a mailing address of RFD #1, Box 394, Ashland, New Hampshire, 03217 (hereinafter Cote) and CLARENCE FIFE, with a mailing address of Route 2, Franklin, New Hampshire, 03235 (hereinafter Fife):

WITNESSETH THAT

WHEREAS, PSNH acquired an easement by deed of Harry L. Cote Jr. dated September 18, 1952 and recorded in the Belknap County Registry of Deeds, Book 341, Page 57 and by deed of the State of New Hampshire, dated December 2, 1965 and recorded in said Registry, Book 459, Page 441, and by deed of Elmer M. Goud, John E. Cote and Elizabeth Cote, dated September 24, 1952, and recorded in the Grafton County Registry of Deeds, Book 829, Page 363, (the Easement) which is essential to its operations in the Ashland/New Hampton area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, the Town is the owner of property on the north side of the Squam River in Ashland, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Harry L. Cote, Jr. is the owner of property on the south side of the Squam River in New Hampton, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Clarence Fife wishes to purchase a portion of Cote's property and the parties have agreed that the approval of construction of a bridge across the Squam River is a term of that agreement;

WHEREAS, Fife wishes to construct a private bridge (the Bridge) within the Easement between PSNH Structures 211 and 212 on transmission line #A-111 and between PSNH Structures 119 and 120 on transmission line #67 as shown on plan entitled "PROPOSED BRIDGE SITE ACROSS SQUAM RIVER FOR CLARENCE FIFE, dated June 25, 1984, as drawn by Public Service Company of New Hampshire, attached hereto and made a part hereof (the Plan);

WHEREAS, PSNH has the right under the Easement to prohibit construction within the area subject to its Easement;

BK 889 PGE 612

-2-

WHEREAS, PSNH desires to cooperate with Fife in the construction maintenance of the Bridge and Fife desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) This Agreement runs solely with the parcel of land described in the Easement.

(2) PSNH consents to the construction and maintenance of the Bridge and the use of a portion of the Easement by Fife as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Fife and PSNH do hereby agree that they will jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) Fife and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Fife agrees to provide notification to PSNH prior to beginning construction or maintenance of the Bridge within the Easement. Notification to PSNH shall be addressed to David J. Hickey, P.E., Transmission Line Engineer, or his successor at P. O. Box 330, Manchester, New Hampshire, 03105 or (603) 669-4000.

(6) Fife agrees to use his best efforts to cause the Bridge be constructed and maintained in a reasonable manner so it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH. Fife further agrees to cover the full reasonable costs to PSNH in advance for the relocation, bracing, changing and raising of any existing towers, poles, cables, or any other equipment owned, constructed or maintained by PSNH as may be required to properly operate, maintain, repair, rebuild, patrol and remove the same as a result of his Bridge construction and maintenance activities within the Easement.

(7) Fife agrees that he shall cause the Bridge to be constructed and maintained such that it does not prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing its towers,

BK 889 PGE 613

-3-

poles, cables or any other equipment owned, constructed or maintained by PSNH or from complete and unobstructed access to and along PSNH transmission lines #A-111 and #67.

(8) Fife agrees that any field changes in the Plan within the Easement during construction or thereafter or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to David J. Hickey, Transmission Line Engineer, or his successor at Post Office Box 330, Manchester, New Hampshire 03105. PSNH's approval will not be unreasonably withheld.

(9) Fife agrees that the Bridge will be constructed and maintained for agricultural purposes only and not be used for access to future residential/commercial development. Fife further agrees that the Bridge will be at all times a controlled access Bridge by means of a gate, and PSNH shall be provided with an access key.

(10) Fife agrees after construction, maintenance, or removal of the Bridge to dispose of all waste material; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the property in a condition acceptable to PSNH.

(11) Fife agrees not to pile any construction materials and equipment or snow within the Easement.

(12) Fife agrees to obtain and keep in force any and all permits or approvals required by any authority having jurisdiction over construction of this nature and shall be responsible for payment of any and all taxes levied on it.

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

(14) Any consent, expressed or implied, by either party of a breach by any other party of a covenant or a condition contained herein shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

BK 889 PGE 614

-4-

(15) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Joan E. Leppin
Witness

By: John C. Duffett
John C. Duffett, Senior Vice President
Duly Authorized



THE TOWN OF ASHLAND, NEW HAMPSHIRE

[Signature]
Witness

By: James H. Rollins
James H. Rollins, Chairman, Board of Selectmen
Duly Authorized

[Signature]
Witness

Harry L. Cote, Jr.
Harry L. Cote, Jr.

[Signature]
Witness

Clarence L. Fife
Clarence Fife

BK 889 PGE 615

-5-

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September, 1984, by John C. Duffett, Senior Vice President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

S. M. Delaney
Notary Public

My commission expires:
July 29, 1985

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 21st day of Sept, 1984, by James Rollins, of the Town of Ashland, New Hampshire, a corporation on behalf of the corporation.

Rosemarie McNamee
Notary Public

My commission expires: 9/24/86

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 10th day of Sept, 1984, by Harry L. Cote, Jr., of the Ashland, New Hampshire,

Rosemarie McNamee
Notary Public

My commission expires: 5/26/86

State of New Hampshire
County of Grafton

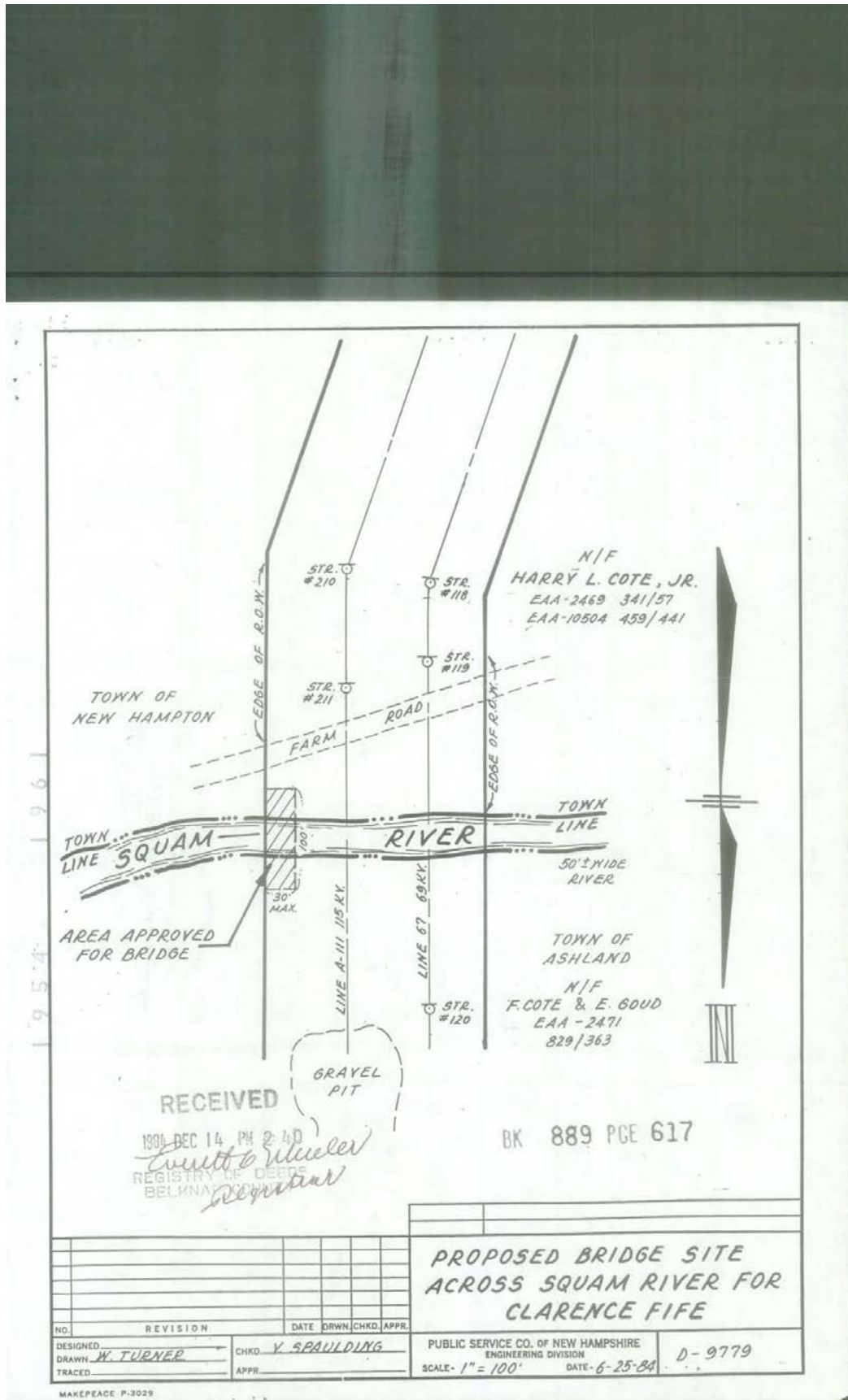
The foregoing instrument was acknowledged before me this 20th day of Sept, 1984, by Clarence Fife of the Franklin, New Hampshire,

Rosemarie McNamee
Notary Public

My commission expires: 5/26/86

BK 889 PGE 616

1954 1960



#2 of 2 1954
New Public Service Co of N.H.
1000 Elm St
Manchester, N.H. 03105

NEW HAMPSHIRE
REGISTER OF DEEDS
RECEIVED 8:30 A.M. NOV. 8, 1984
RECORDED, LIBER 1524, PAGE 815
TAMMIE, ATTORNEY
REGISTER

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 2474 Existing Line Number: E-115
 Mile Sheet Number: 9 PSNH Easement Form Ref ID: 6019 Rev. 1M 8-52-F
 Other: _____
 Grantor: Helen Martha Viggers And Christian William Viggers
 Grantee: Public Service Company Of New Hampshire
 Town/City & County: New Hampton County: Belknap
 Easement, Fee or Taking (Choose One): EASEMENT
 Easement Configuration:
☐ A. Constant Width _____ Ft
☒ B. Metes & Bounds
☐ C. Other

Additional Comments: Triangular shape S 8 E 181': N 5 E 185': Westerly 69' to POB

Date of Instrument Execution: 10/15/1952 Book: 341 Page: 482

Joint Use Agreement: NO (YES/NO)

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

Brief Description: _____

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 2475

Additional Comments: For Correspondence

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
 Additional Comments: Right to Remove



NPT Easement Abstract

7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly allowed, but general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☒ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: _____
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: “...its successors and assigns forever...”

Applicable Limitations:

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



NPT Easement Abstract

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

Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: _____

Property Comments: _____

Created By (C&C): WFR 8/12/2010

Checked By (C&C): GMN 1/15/2011

Legal Reviewed By: _____

Approved By (NPT): _____

For correspondence
SUA EAA-2475

EAA-2474

KNOW ALL MEN BY THESE PRESENTS

That we, Helen Martha Viggers and Christian William Viggers

of New Hampton County of Belknap

in The State of New Hampshire

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land _____ feet

in width in the town/city of New Hampton county of Belknap State of New Hampshire.

Said _____ foot strip shall extend _____ feet

and _____ feet of a line or extension of a line, described as follows:

Beginning at an iron pipe marking the northwest corner of Grantors' land on the New Hampton-Ashland town line; thence

1. South 8°00' E, a distance of 181 feet along the wire fence marking the westerly boundary line of Grantors' land and Cote's land to a point; thence
2. North 5°00' E, a distance of 185 feet to a point in said town line; thence
3. Westerly 69 feet along said town line to the iron pipe begun at.

Being a part of the same premises described in deed of Louis A. Hebert et al to Helen M. Viggers et al dated April 30, 1949 and recorded in the Belknap County Registry of Deeds, Book 211 Page 459

9019 Rev. 1M 8-63-P

Web - Lincoln
7402

RECORDED
OCTOBER 24, 1952
10 20 AM
284 241 482

For value received, Harry Avery of Ashland, New Hampshire, holder of a timber agreement given by Helen Martha Viggers and Christian William Viggers, releases said timber agreement insofar as it covers the easement and rights granted by the within deed, but not otherwise.

October 12, 1952

Attest:

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that ~~they~~ have full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And we, Christian W. Viggers and Helen M. Viggers, husband and wife

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

WITNESS our hands and seals this 15th day of October 1952.

In the presence of

Donald E. Simville
to both

Christian W. Viggers
Helen M. Viggers

WITNESS hand and seal this day of 19

The consideration for
this deed does not
exceed \$100.00

The State of New Hampshire
Belknap SS.
October 15, 1952

Christian W. Viggers
and Helen M. Viggers

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

Donald E. Simville
Notary Public Justice of the Peace

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

Notary Public Justice of the Peace

MEREDITH VILLAGE

For value received, the Meredith Savings Bank of Meredith, New Hampshire, holder of a mortgage given by Helen Martha Viggers and Christian William Viggers to it dated March 27, 1950, and recorded in Belknap County Registry of Deeds, Book 319, Page 13, releases said mortgage insofar as it covers the easements and rights granted by the within deed, but not otherwise.

October 11, 1952

H. D. RESSEGUIE ATT: D. E. SINVILLE

SEPTEMBER 17, 1952

J. A. ELMGREN

RIGHTS OF WAY

We are enclosing the following checks, covering the purchase of rights of way on the Webster-Lincoln Line:

Howard Edwin Bannister New Hampton, N. H.	\$500.00	EAA 2464
Harry L. Cote, Jr. New Hampton, N. H.	975.00	EAA 2469
Harry L. Cote, Jr. New Hampton, N. H.	525.00	
John J. Huse, Adm., Est. of Filmore V. Dickinson Hill, N. H.	141.00	EAA 2468
Helen Martha Viggers New Hampton, N. H. and Meredith Savings Bank Meredith, N. H.	25.00	EAA 2474

Please obtain deeds and give same to B. H. Moxon, for recording purposes, in accordance with Mr. Schiller's letter of September 28, 1948.

JAE/G
Encs.

J. A. Elmgren

Handwritten notes:
 10/20/52
 10/30/52
 11/21/52

E A A - 2474

Title Report

CAPTION PREMISES

Louis A. Hebert and
Elizabeth M. Hebert
to
Helen Martha Viggers
Christian William Viggers
(as joint tenants)

Warranty Deed
Dated April 30, 1949
Rec'd May 27, 1949
Book 311, Page 459

A certain tract of land in New Hampton near the Ashland
Town Line, bounded as follows:

Beginning at a cement post by the side of the highway
leading from Ashland to New Hampton Village; thence westerly by the toll
bridge fence to the town line between New Hampton and Ashland, New Hampshire;
thence still westerly by the same Town Line to a stake and stones at land
of Ross P. Sanborn; thence southerly by land of said Sanborn on top of
the ridge or hog back to land formerly of Garland Smith now of Charles Dow;
thence easterly by land of said Dow to said Highway; thence by said highway
to the bound begun at.

STATUS OF TITLE

Record owners: Helen Martha Viggers and Christian William Viggers
Encumbrance: Mortgage from Helen Martha Viggers and Christian

William Viggers to Meredith Savings Bank dated March 27,
1950, recorded in Book 319, Page 13.

Comment: Herbert A. Fowler and Irene Fowler mortgaged caption premises
to the Laconia Federal Savings & Loan Association by mortgages
dated Feb. 24, 1937, and May 13, 1937, recorded respectively
in Book 226, Page 151 and Book 227, Page 101. On June 27,
1938, the said Fowlers gave a mortgage to one Adeline S. Hoyt.
The Laconia Federal Savings & Loan Assn. acquired the
property by foreclosure proceedings recorded June 12, 1940,
in Book 245, Page 311. The affidavit covering the foreclosure
does not state that a copy of the foreclosure notice was
sent to Adeline S. Hoyt. Some attorneys consider this to
be a defect in the foreclosure proceedings.

Frank E. George
Attorney

August 12, 1952.

Attorney Client Communication
Privileged and Confidential



**NORTHERN PASS TRANSMISSION PROJECT
EASEMENT ABSTRACT FORM**

General Information:

Document Number: EAA 4406 Existing Line Number: 67
Mile Sheet Number: 8 PSNH Easement Form Ref ID: Other
Other: _____
Grantor: Phillip Gammons, Administer Of The Estate Of Benjamin Deane
Grantee: Public Service Company Of New Hampshire
Town/City & County: Ashland County: Belknap
Easement, Fee or Taking (Choose One): EASEMENT
Easement Configuration:
☒ A. Constant Width 100 Ft
☐ B. Metes & Bounds
☐ C. Other

Additional Comments: "The exact locaton of the transmission lines aforesaid is to be in accordance with the survey as established by the present pole line"

Date of Instrument Execution: 3/6/1930 Book: 194 Page: 101

Joint Use Agreement: NO (YES/NO)

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

Reference Document: YES (YES/NO)

Document(s) Referenced: EAA 10508
Additional Comments: This easement partially destroyed through the taking of land for Rt 93. Now covered in EAA 10508

Applicable Rights:

1. **Overhead Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
2. **Underground Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
3. **Communication Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited
4. **Rights to Relocate or Rebuild Poles/Lines Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
5. **Rights to Install Suitable Foundations for the Support of Structures:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____



NPT Easement Abstract

6. **Structures/Obstructions and/or Encroachments Prohibited in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
7. **Right to Remove Structures/Obstructions and/or Encroachments in Easement:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Stated
8. **Express Rights of Access Across Grantors Remaining Lands (Off Easement):** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
9. **Rights to Install Access Roads Within Easement Area:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: Not Expressly Prohibited, general access within the easement is implied
10. **Guy Wires/Support Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: _____
11. **Chemical Spray Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
12. **Tree Trimming Rights:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
☒ A. Within Easement
☒ B. Outside Easement (danger to facilities)
☐ C. Wood Belongs to Property Owner
☐ D. Wood Belongs to PSNH
Additional Comments: Wood ownership is silent
13. **Right to Prohibit Grading or Excavation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
Additional Comments: _____
14. **Assignable:** ☒ Yes ☐ No ☐ N/A – Fee Parcel
Additional Comments: ...its successors and assigns...."

Applicable Limitations:

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



NPT Easement Abstract

5. **Crop Damage Liability:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____
6. **Reserved Grantor Rights:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 If yes see Additional Easement Rights/Limitations below.
7. **Time Limitation:** ☐ Yes ☒ No ☐ N/A – Fee Parcel
 Additional Comments: _____

Comments/Remarks:

Additional Easement Rights/Limitations: "The exact locaton of the transmission lines aforesaid is to be in accordance with the survey as established by the present pole line" "...width of 100' as follows 42.5' easterly and 57.5' westerly of present survey line..." Wood ownership is silent

Property Comments: _____

Created By (C&C): HOG 1/21/2011

Checked By (C&C): HOG 2/9/2011

Legal Reviewed By: _____

Approved By (NPT): _____

This instrument originated by Taking for INT. RT No 93

E A A 4406

[Administrator's Executor's and Guardian's Deed.] 1 3

Know all Men by these Presents

That I, PHILIP GAMMONS, Administrator of the Estate of BENJAMIN DEANE, late of Ashland in the County of Grafton, deceased,

By virtue of a License from the Court of Probate for said County of Grafton holden at Plymouth in said County, on the 11th day of February, 1930, authorized me to sell at public auction or private sale

and in consideration of the sum of Five Hundred Dollars-----

to me in hand before the delivery hereof, paid by PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation duly organized by law and having a place of business at Manchester in the County of Hillsborough and State of New Hampshire,

the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do

hereby, in my capacity, grant, bargain, sell, convey and confirm unto the said PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, its successors and assigns forever, all the right, title and interest of said deceased in and to the following described rights of way, to wit:

The right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current together with all necessary cross-arms, braces, anchors, wires and guy wires over and across a strip of land One Hundred (100) feet in width, being a part of the lands owned by said deceased situated in said Ashland and bounded as follows:

NORTHERLY by land of Warden A. Curtis;

EASTERLY by other land of said deceased;

SOUTHERLY by land of Susie Deane;

WESTERLY by the Daniel Webster Highway, so-called.

Being a portion of the premises described in deed of Boston & Maine R.R. to Benjamin Deane, dated March 8, 1922, and recorded in Grafton County Registry of Deeds, Book 566, Page 569.

Also across another tract of land bounded and described as follows: being situated in New Hampton in the County of Belknap and bounded:

NORTHERLY by the Squam River;

EASTERLY by land of Angier A. Heath;

SOUTHERLY by land of Charles H. G. Dow;

WESTERLY by the Pemigewasset River.

Said parcel being known as the Shaw Intervale, being a portion of the land conveyed to Benjamin Deane by Daniel B. Mitchell, June 9, 1893, by deed recorded with said Grafton Deeds, Book 413, Page 266, and recently recorded with Belknap County Deeds.

The exact location of the transmission lines aforesaid to be in accordance with the survey as established by the present pole line.

Permission is given to remove such trees as in the judgment of the Company may interfere with or endanger said lines or their operation. Permission is also given to trim or remove trees and underbrush for a width of One Hundred (100), Forty-two and one-half (42½) feet and Fifty-seven and one-half (57½) feet of the present survey line.

assigns, against the lawful claims of all persons claiming by, from or under me in the capacity aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6th day of March Anno Domini 1930.

Signed, sealed and delivered, in presence of

C. J. Horan

Philip E. Gammons
Admin. of the Est. of Benj. Deane

State of New Hampshire. }

GRAFTON SS. }

PHILIP GAMMONS, and

be his voluntary act and deed.—Before me,

March 6th 1930 Personally appeared
acknowledged the foregoing instrument, by him subscribed, to

Charles J. Horan Justice of the Peace.

MORTGAGEE'S RELEASE OF ELECTRIC TRANSMISSION RIGHT OF WAY.

1st ss. MEREDITH VILLAGE SAVINGS BANK, a corporation duly organized
by law and having a place of business
at Meredith County of Belknap State
of New Hampshire, holder of a certain mortgage given by
Benjamin Deane to Meredith Village Savings Bank

dated February 9, 1925, and recorded in the Belknap
County Registry of Deeds, Book 174 Page 134, in consideration of One Dollar to
it in hand paid by the Public Service Company of New Hampshire, a New Hampshire
corporation, the receipt whereof is hereby acknowledged, do hereby remise, release
and forever quitclaim to the said Public Service Company of New Hampshire, its suc-
cessors and assigns, all its interest acquired under said mortgage in the following
described portion of the mortgaged premises, to wit:-

The perpetual right and easement to erect, repair, maintain, rebuild, operate and
patrol electric transmission and distribution lines, consisting of suitable and
sufficient poles and towers, with suitable foundations, and with wires strung upon
and extending between the same, for the transmission of electric energy, together
with all necessary cross arms, braces, anchors, wires and guys over and across the
mortgaged premises situated in New Hampton
County of Belknap in the State of New Hampshire:

Together with the right at any time to remove such trees as may interfere with or
endanger said line or its operation, and also to trim or remove trees and underbrush
for a width of 42 1/2 feet Easterly and 57 1/2 feet Westerly of the present
survey line as shown and marked by Benjamin Deane
being the same rights and easements as conveyed by said Benjamin Deane

~~XXXXXX~~ to said Public Service Company of New Hampshire.

In Witness Whereof, the said MEREDITH VILLAGE SAVINGS BANK by
Earle A. Welch its agent, duly authorized, has hereunto set its hand
and seal this 21st day of March 1930.

In the presence of

C. O. Randall

Meredith Village Savings Bank
Earle A. Welch
Treas.

BELKNAP

STATE OF NEW HAMPSHIRE
SS.

March 21st 1930.

Personally appeared the above named

Earle A. Welch and acknowledged the foregoing

instrument to be his voluntary act and deed.

Before me,

Philly E. Gannon
Justice of the Peace. Notary Public

Copy sent

<div style="border: 1px solid black; padding: 2px; display: inline-block;"> REGISTRY OF DEEDS GRANSON COUNTY RECEIVED DEED 1930 WOODVILLE, N. H. </div>	
PHILIP GAMMONS ADMR. TO PUBLIC SERVICE CO. OF N. H.	
Belknap County	Records
Received March 27,	19 30.
10 Hour 90 Minute	A. M.
Recorded Lib. 194	Folio 101
Examined <i>Elizabeth D. Johnston</i> Register. Edison C. Hartman Co., Publishers and Stationers, Concord, N. H. No. 6 386	
Recorded, Lib. 518	Folio 64
Examined, A. H.	Register X

PAULINE G. SWAIN

TELEPHONE 162

SWAIN & SWAIN
ATTORNEYS AND COUNSELLORS AT LAW
ROLLINS BLOCK
BRISTOL, N. H.

NOTED 1/2 12 1930 T.L.S.

Bristol, N. H.
April 10, 1930.

Public Service Company of New Hampshire,
1087 Elm Street,
Manchester,
New Hampshire.

Gentlemen:

Enclosed please find the following
instruments which have been duly recorded.

Grantor	Location	Instrument	Bk.	Pg.
Gammons Admr. of	N. H. &	Deed	194	101
Deane Estate.	Ash.			
Meredith Village	N. H.	Mtge Rlse	194	90
Savings Bank.				

Very truly yours,
SWAIN & SWAIN.

by *Pauline G. Swain*

PGS/RVH

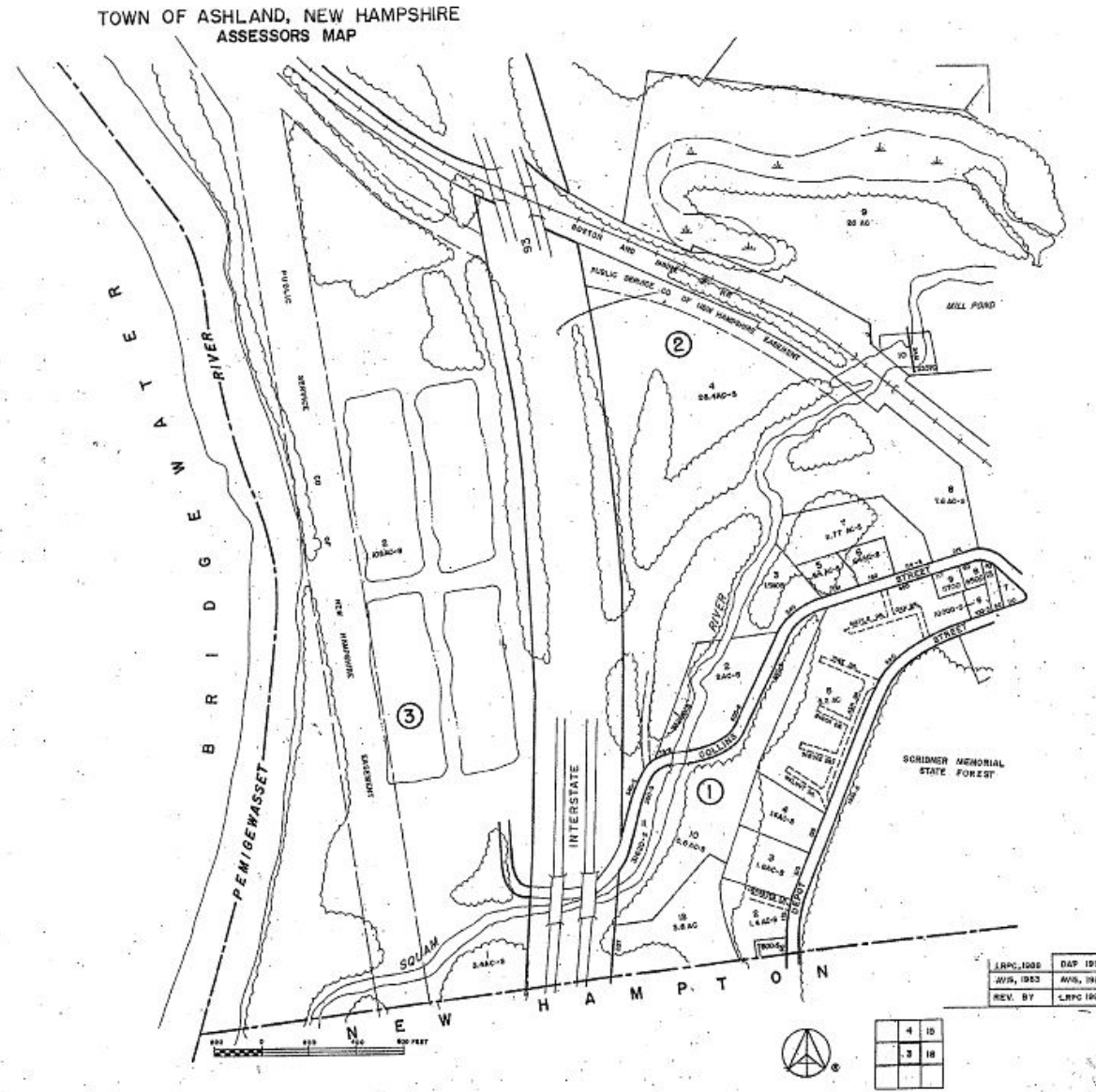
■ Appendix C USGS Locus Map



■ Appendix D NH Tax Maps

TOWN OF ASHLAND, NEW HAMPSHIRE
ASSESSORS MAP

PREPARED UNDER THE DIRECTION OF
THE ASHLAND BOARD OF SELECTMEN
AND JAMES H. HOLLAND - PROJECT MANAGER
BY
AVIS AIRMAR INC.
NEW HAMPSHIRE - 10000 HART - 10000
NEW HAMPSHIRE - 10000 HART - 10000



■ Appendix E Representative Photos



Photo 1. The NPT line will cross the Squam River in Ashland, NH as part of the Overhead Line (C2). View south of access road within shoreland.



Photo 2. The NPT line will cross the Squam River in Ashland, NH as part of the Overhead Line (C2). View north of shoreland.

■ Appendix F NHB Report and Correspondence



NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS

PO Box 1 856 -- 1 72 PEMBROKE ROAD, CONCORD, NH 03302-1 856

(603) 271 -221 4

To: William McCloy, Normandeau Associates, Inc.

From: Melissa Coppola, Environmental Information Specialist

Date: March 30, 2015

Subject: Northern Pass Database Request (NHB15-0611)

This memo is to confirm that Normandeau Associates have coordinated with the NH Natural Heritage Bureau (NHB) regarding information on known locations of rare species and exemplary natural communities for the Northern Pass project.

Due to the size and scope of the project, NHB is not providing a typical NHB review memo for permitting. Instead, this memo summarizes information provided by NHB to date, and notes that specific recommendations should be developed after project plans are close to being finalized:

- Normandeau was provided with digital data for the project under a data-sharing agreement dated 1/16/15 (397 digital NHB records). This is the sixth data-sharing agreement Normandeau has requested for this project: others were provided in 2010, 2011, 2012, 2013, and 2014 for project planning and ecological impact studies. NHB has also reviewed work plans associated with plant and community survey methodology on several occasions, including a meeting on 6/18/10.
- At the request of NHB, Normandeau consultants have conducted rare plant and natural community surveys within the proposed project area. If the project area extends to new locations, or new concerns are identified, additional surveys may be requested.
- As the project progresses and impacts areas are further clarified, Normandeau should set up a meeting with NHB staff to discuss avoiding and minimizing impacts to rare plant species and exemplary natural communities.



New Hampshire Natural Heritage Bureau

DRED - Division of Forests & Lands
172 Pembroke Road, Concord, NH 03301
(603) 271-2214

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

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

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

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

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

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

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

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

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

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

- No NHB element occurrences are present within a half mile of the shoreland buffer at Squam River.

■ Appendix G

Certified Mail Notifications and Receipts

N/A for abutters (Waiver for public utility lines exempt per RSA-483-B:5-b, IV (A))

Via Certified Mail

October 14, 2015

Pemigewasset River Local Advisory Committee

Max Stamp, Chair
2110 Summer St.
Bristol, NH 03222

Re: Shoreland Permit Application – The Northern Pass Project

Dear Mr. Stamp:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,



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

Via Certified Mail

October 14, 2015

Town of Ashland
20 Highland Street
Ashland, NH 03217

Re: Shoreland Permit Application – The Northern Pass Project

Dear Sir or Madam:

Enclosed please find a copy of the Shoreland Permit Application package that will be filed with the NH Department of Environmental Services (DES) and New Hampshire Site Evaluation Committee for the Northern Pass Project. The project includes work in or around rivers, lakes, streams ponds, etc. Under state law, it is a requirement to provide the municipalities and Local River Advisory Committees having jurisdiction over these waterbodies with a copy of the shoreland application by Certified mail, for review and comment. Please find attached a copy of the application, which proposes work within the protected shoreland of a public water or Designated River in your regulatory area.

Sincerely,



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