

November 20, 2015

GEORGE DANA BISBEE  
T 603.695.8626  
F 603.669.8547  
DBISBEE@DEVINEMILLIMET.COM

Ms. Pamela G. Monroe, Administrator  
NH Site Evaluation Committee  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

Re: Joint Application of Northern Pass Transmission LLC (“Northern Pass”) and Public Service Company of New Hampshire, d/b/a Eversource Energy (“PSNH”) for a Certificate of Site and Facility, SEC Docket No. 2015-06

Dear Ms. Monroe:

I write on behalf of Northern Pass and PSNH (the “Applicants”) in the above-referenced proceeding in response to your letter dated November 16, 2015 to Attorney Barry Needleman. Your letter referenced the Department of Environmental Services (“DES”) application completeness letter submitted by Assistant Water Division Director Rene Pelletier on November 12, 2015. In that letter, DES raised questions about the administrative completeness of the applications filed for the Northern Pass Transmission Project (the “Project”) for the Wetlands, Alteration of Terrain (“AoT”), and Shoreland Protection permits. The one issue raised in that letter is common to all three – whether the applications contain sufficient information to satisfy the application requirements relating to the Applicants’ rights to the property in question to undertake the Project. Aside from this one common issue, DES advised the Site Evaluation Committee (“SEC”) in its November 12 letter that the applications for the AoT, Wetlands and Shoreland Protection permits were deemed administratively complete.

Members of the Project team have since met with Mr. Pelletier together with the DES program leads and DES counsel to review the questions raised in the letter and confirm what clarifying information would address those questions. This letter responds to the input we received, and provides clarifying information.

Section (b)(6) of the Project’s SEC application sets forth the Applicants’ legal rights to the property along the Northern Pass route. A copy of those two pages of the SEC application is enclosed for your ease of reference. That section of the application provides a succinct, complete explanation of the various property interests or regulatory authority establishing the Applicants’ rights to use the property in question. I summarize those rights and authorities below. As explained below, I also enclose additional documents further evidencing the property rights and regulatory authorities set forth in that section of the SEC application.

The SEC and DES applications, as submitted, provide a full explanation and “proof” of the required property rights to satisfy each of the DES application requirements. The Applicants have satisfied the “site control” requirements of the three DES permit applications in question. As noted in Mr. Pelletier’s letter, the following requirements must be met:

- For the Wetlands application, the “applicant” is defined as “a person having an interest in the land on which a project is to be located that is sufficient for the person to legally to proceed with the project.” Env-Wt 101.06.
- For the AoT application, Env-Wq 1503.08(l) requires that the applicant, if not the property owner, must provide proof that the applicant “will have a legal right to undertake the project on the property.”
- For the Shoreland Protection applications, Env-Wq 1406.07 (a) (4) requires that if the applicant is not the “property owner” the applicant shall submit documentation supporting the applicant’s right to engage in the proposed activity on the property, for example a long-term lease or purchase-and-sale agreement.”

In neither of these regulations is it required that the owner of the fee interest in the underlying land must consent to or provide a signature for the application. Just as with the similar site control requirement in the SEC rules at Site 301.03 (b)(6), the issue is whether the applicant has sufficient rights on the property to carry out the project. As set forth in the SEC application and the three DES applications, the Applicants have such rights here. To aid in DES’s and the SEC’s finalization of its administrative completeness review, I provide further explanation below and attach additional supporting documentation.

The property rights at issue are set forth, as stated above, on pages 6-7 of the SEC application. I need not repeat the content of that section of the application here, but I address three major categories of land rights below to aid in your review.

1. Use of Existing PSNH Transmission Rights of Way

Approximately 100 miles of the Project route is located on an existing transmission right of way owned by PSNH. PSNH has obtained the rights to have constructed its own transmission and distribution lines on its existing right of way through the acquisition of certain fee-owned lands and easements beginning in the early part of the twentieth century to the present. PSNH and Northern Pass have entered into a lease agreement that permits Northern Pass to use the properties along the existing PSNH rights of way to construct and operate the Northern Pass Transmission Project. PSNH has petitioned the NH Public Utilities Commission (“PUC”) for approval of that lease agreement which is the subject of PUC Docket No. DE 15-464. The Petition filed by PSNH -- including Exhibit A, the Lease Agreement

itself -- can be found at the PUC's virtual file room at this link:  
<http://puc.nh.gov/Regulatory/Docketbk/2015/15-464.html>.

By entering into the lease agreement with PSNH -- the owner of the fee-interests and easements for its existing transmission line right of way, and subject to PUC approval of the lease agreement, Northern Pass has full authority to use that land for the Project.

2. Underground Sections of the Route

Approximately 60.5 miles of the Project will be built underground. Almost all of the underground sections of the Project will be constructed under the authority of RSA 231:160, et seq. Under that statute, the New Hampshire Department of Transportation ("DOT") is fully authorized (and required, where all requirements have been satisfied) to grant utilities the right to use public highways for, among other things, the placement of utility lines, as long as such placement does not conflict with the general public's superior use. As set forth on pages 2-3 of the petition filed with the DOT by Northern Pass as part of the SEC application materials, that right is fully established in the common law and is now codified at RSA 231:160, et seq. The DOT petition is found at Appendix 9 of the SEC application and at this link:  
<http://www.northernpass.us/assets/filings/Volume%20X/Appendix%209%20NHDOT%20Petition%20for%20Aerial%20Road%20Crossings%20Railroad%20Crossings%20and%20Underground%20Installations%20in%20State-Maintained%20Public%20Highways.pdf>.

By seeking to exercise a regulatory right by pursuing permission under RSA 231:160, et seq. for use of various public highways, Northern Pass has demonstrated its right (subject to approval by DOT) to use the State's public highway easements. (The DOT in its letter to the SEC dated November 13, 2015 has indicated that the information in the SEC application is sufficient to initiate the permitting process.)

3. Leased Rights From Renewable Properties, Inc.

The last large section of the Northern Pass Project, including approximately 32 miles of overhead transmission lines from Pittsburg to Dummer and the six transition stations and the converter terminal in Franklin, will be located on land acquired in fee or by easement or lease by Renewable Properties, Inc. ("RPI"), a subsidiary (like PSNH) of Eversource Energy. RPI has entered into option agreements with Northern Pass to lease all of the rights necessary for the Project to be built using the RPI property interests. I enclose three documents relating to these lease properties. The first two relate to twenty-four miles of land owned by Bayroot LLC and managed by Wagner Forest Management in Millsfield, Dixville, and Dummer. RPI entered into a lease agreement in with Bayroot LLC in November 2012 as set forth in the attached Notice in Lease recorded in the Coos County Registry of Deeds at Book 1364, Page

0456. The option agreement between RPI and Northern Pass to convey a partial assignment and assumption of that Bayroot lease to Northern Pass is also attached.

Separate from the Bayroot property, RPI has acquired numerous parcels (principally in the northern overhead section of the route) and for the transition stations and converter terminal that it has also agreed to lease to Northern Pass for the Project. That option agreement between RPI and Northern Pass for use of those properties is also attached for your information.

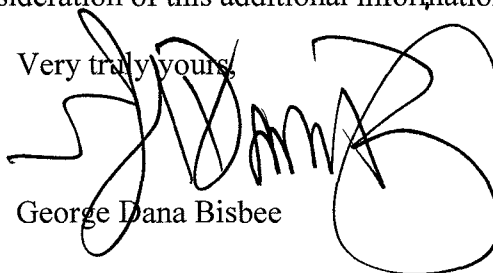
As explained above, Northern Pass has full rights to construct the Project. Northern Pass has entered into a lease agreement with PSNH for the use of existing PSNH right of way. Northern Pass also has option agreements for the sections of the route that will be located on land, easements, or leasehold interests acquired by RPI. (As owner of these property rights, Northern Pass's signature meets all application requirements.) The underground sections of the route are fully authorized (again, subject to DOT approval) as an appropriate use of public highways pursuant to RSA 231:160, et seq. The SEC application, the three DES permit applications, and this letter address all of these property interests and regulatory authority. The Applicants have, therefore, documented that they fully satisfy the "site control" requirements of for the Wetlands, AoT and Shoreland applications.

The sole purpose of this submission is to respond to the DES completeness letter. The Applicants will be making a separate filing with respect to the petition and motion filed by the Society for the Protection of New Hampshire Forests with the SEC on November 19, 2015.

Thank you for your careful and prompt consideration of this additional information.

Very truly yours,

George Dana Bisbee

A handwritten signature in black ink, appearing to read "G. Dana Bisbee", written over the printed name.

GDB:mam

Enclosures

Ec: SEC Service List  
Rene Pelletier, DES  
Eugene Forbes, DES  
Dave Keddell, U.S. Army Corps of Engineers

Vice President – Engineering	Paul E. Ramsey	780 N. Commercial Street Manchester, NH 03101
Vice President – Generation	William H. Smagula	780 N. Commercial Street Manchester, NH 03101
Secretary	Richard J. Morrison	800 Boylston Street Boston, MA 02199
Assistant Secretary	Florence J. Iacono	800 Boylston Street Boston, MA 02199
Principal Engineer	Thelma J. Brown	780 N. Commercial Street Manchester, NH 03101

**(5) If the Applicant is an Association**

Not Applicable.

**(6) Whether Applicant is the Owner or Lessee of the Site or Facility or Has Some Legal or Business Relationship to It**

NPT has option agreements for a leasehold interest in three segments of a new right of way (“ROW”) totaling approximately 32 miles extending from the Canadian border in Pittsburg, NH to the existing PSNH ROW in Dummer, NH. Uniting these three leased segments are two sections of public highway, totaling approximately eight miles in the towns of Pittsburg, Clarksville, and Stewartstown, where NPT will install underground transmission facilities pursuant to authority provided under RSA 231:160, *et seq.*

NPT has executed an agreement with PSNH to lease approximately 100 miles of existing electric transmission ROW from PSNH pursuant to RSA 374:30 in three segments: Dummer to Bethlehem—approximately 41 miles; Bridgewater to Franklin—approximately 25 miles; and, Franklin to Deerfield—approximately 34 miles. PSNH will submit the lease to the New Hampshire Public Utilities Commission (“NHPUC”) for approval pursuant to RSA 374:30.

Northern Pass will be installed under public highways, pursuant to authority provided under RSA 231:160, *et seq.*, for a distance of approximately 52 miles beginning in Bethlehem and continuing through Sugar Hill, Franconia, Easton, Woodstock, Thornton, Campton, and Plymouth, and ending in Bridgewater. Northern Pass, as well as relocated PSNH transmission and distribution facilities, will also cross over highways at various locations pursuant to RSA 231:160, *et seq.*

The Project lines will cross over or under public waters and lands owned by the State pursuant to authority provided under RSA 371:17. Crossings of land owned by the state that is

State-owned railroad property will be crossed consistent with the New Hampshire Department of Transportation ("NHDOT") *Utility Accommodation Manual*, Section XX, Railroads, as well.

In addition, the Project lines will cross a privately-owned railroad in Stark pursuant to agreements with the St. Lawrence and Atlantic Railroad. The Project will also cross federal land in Franklin, Hill, and New Hampton pursuant to an easement to be issued by the U.S. Army Corps of Engineers ("USACE") in connection with the review of the Clean Water Act Section 404 Permit application.

NPT will construct six transition stations on land for which it has a lease option in Pittsburg, Clarksville, Stewartstown, Bethlehem, and Bridgewater and will also construct a converter terminal on such land in Franklin, in order to convert high voltage direct current ("HVDC") power to alternating current ("AC") power.

For the entire length of the transmission line, NPT will own all transmission facilities, including, all lines, supporting structures, underground/above ground transition facilities, and the DC/AC converter terminal.

PSNH owns the sites of AC system upgrades required by the Independent System Operator-New England ("ISO-NE"). Upgrades to the lines between the Deerfield substation and the Scobie Pond substation located in Londonderry, as well as at the stations themselves will be required.

#### **(7) Statement of Assets and Liabilities**

Statements of assets and liabilities of Eversource and PSNH are attached to the pre-filed testimony of Michael J. Auseré. There is no statement of assets and liabilities available for NPT.

1 of 3  
**Tax Stamp:** \$ 0-  
**Recording Fee:** \$           
**L-Chip Surcharge:** \$ 0-

**After Recording, Return To:**  
Devine, Millimet & Branch - Attn:klp  
111 Amherst Street  
Manchester, NH 03101

---

*Property in Dixville, Dix's Grant, Millsfield and Dummer,  
Coos County, New Hampshire*

**NOTICE OF LEASE**  
**PURSUANT TO N.H. RSA 477:7-a**

Notice is hereby given of a Ground Lease Agreement ("**Lease**") dated as of October 1, 2012 by and between **BAYROOT LLC**, a Delaware limited liability company, with an address c/o Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768, ("**Owner**") and **RENEWABLE PROPERTIES, INC.**, a New Hampshire corporation, with an address of 780 North Commercial Street, Manchester, New Hampshire 03101 ("**Tenant**").

**Section 1: Description of Premises.** Owner owns certain real estate located in the towns or unincorporated places of Dixville, Dix's Grant, Millsfield, and Dummer, Coos County, New Hampshire, as more particularly described in **Exhibit A** hereto ("**Premises**"). The Lease of the Premises includes the right to use, as necessary for the purposes of the Lease and on a non-exclusive basis, (i) existing roads, crossing other lands belonging to Owner and (ii) to the extent lawful, easements and rights appurtenant to the Premises, crossing lands belonging to others (collectively, "**Access Rights**").

**Section 2: Term.** The term of the Lease as to the Premises commenced as of



November 15, 2012 (the “**Commencement Date**”) for an initial term (the “**Initial Lease Term**”) concluding no later than July 1, 2017 (the “**Initial Lease Term Expiration Date**”). Tenant has the right, provided that Tenant pays to Owner all amounts due when and as required by the Lease, to continue the Lease beyond the Initial Lease Term for:

- (i) construction and operation of a **Transmission Line Facility** (as described in Section 3 of this Notice) over that portion of the Premises further detailed in Section 4 of this Notice, through the ninety-eighth (98<sup>th</sup>) anniversary of the Commencement Date (the “**Transmission Line Facility Lease Term**”), unless said term may be sooner terminated as provided in the Lease; and/or
- (ii) provided, further, that the **Wind Development Extension Period Rent** is paid when and as required by the Lease, evaluation of the Premises’ potential for use by long term ground lease for construction and operation of a **Wind Energy Facility** (as described in Section 3 of this Notice) over that portion of the Premises further detailed in Section 4 of this Notice through the ninety-eighth (98<sup>th</sup>) anniversary of the Commencement Date (the “**Wind Energy Facility Further Evaluations Lease Term**”), unless said term may be sooner terminated as provided in the Lease.

**Section 3: Further Description of Transmission Line and Wind Energy Facilities.** While the full definitions of both the terms “Transmission Line Facility” and “Wind Energy Facility” are controlled by the Lease, an accurate summary is provided below:

The term “Transmission Line Facility” includes all equipment and improvements to be located on that portion of the Initial Leased Premises, excluding the No-Line Lands (as defined in Section 1.5 below), necessary or desirable for being part of the “Northern Pass” transmission line project (one integrated transmission line of up to 1200 MW DC for transmitting electrical energy, including operation in overload mode for extended periods of time if desired by RPI, including but not necessarily limited to (i) transmission line poles or towers, including foundations, related supporting towers and electrical controllers, (ii) above-ground and below-ground electric transmission lines (one or more



lines per pole or tower and under-ground facility), meters, transformers, protection equipment, and other related power delivery equipment needed for Transmission Line Purposes, (iii) areas needed for construction, security, operations and maintenance facilities, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Transmission Line Facility, (v) one (1) cable consisting of multiple optic strands with the right to conduct, transmit and distribute electricity, data, intelligent signals, including wireless signals, light, communication and telecommunications of any character, and to provide service or services relating thereto, which shall be fully apportionable and fully assignable and transferable by RPI, all or in part, and (vi) a sign or signs displaying RPI's or assignee's or designee's names, symbols or other information.

The term "Wind Energy Facility" includes all equipment and improvements necessary or desirable for the construction and operation of one integrated facility for Wind Energy Purposes, including but not necessarily limited to (i) wind energy turbines, with foundations, related supporting towers and electrical controllers (the "**Turbines**" and each a "**Turbine**"), (ii) above- and below-ground electric power lines necessary for delivering electricity generated by the Turbines to the point of interconnection with the electrical grid, meters, transformers, protection equipment, and other related power production and delivery equipment and necessary cleared corridors for the same, (iii) areas needed for construction, security, operations and maintenance facilities, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility, and (v) a sign or signs displaying RPI's or assignee's or designee's names, symbols or other information.

**Section 4: Purposes of Lease.** During the Initial Lease Term, Owner has leased to Tenant the Premises, with Access Rights, for the initial purposes of evaluating the

Premises' potential use by long term ground lease for construction and operation of a Transmission Line Facility on a portion thereof and/or a Wind Energy Facility on a portion thereof.

During the Transmission Line Facility Lease Term, if such term arises due to timely payment by Tenant to Owner of all amounts due when and as required by the Lease, and unless said term may be sooner terminated as provided in the Lease, Owner shall continue to lease to Tenant a portion of the Premises (the "**Construction Leased Premises for Line**," as defined in the Lease), with Access Rights, for construction by Tenant, at Tenant's sole discretion, of a Transmission Line Facility. After completion of construction of the Transmission Line Facility, should the same be constructed, Owner shall continue to lease to Tenant a portion of the Premises (the "**Operating Leased Premises for Line**," as defined in the Lease), with Access Rights, for operation and maintenance of the Transmission Line Facility during the Transmission Line Facility Lease Term, unless said term may be sooner terminated as provided in the Lease. A plan depicting the Operating Leased Premises for Line and a legal description of the Operating Leased Premises for Line shall be prepared, as required by the Lease, and such plan and legal description shall be recorded with and referenced in an amendment to this Notice of Lease and/or a separate notice of lease as to the continued lease of the Operation Leased Premises for Line, with Access Rights, for the remainder of the Transmission Facility Lease Term.

During the Wind Energy Facility Further Evaluations Lease Term, if such term arises due to timely payment by Tenant to Owner of all amounts due when and as required by the Lease, unless said term may be sooner terminated as provided in the Lease, and so long as all other requirements of the Lease are met by Tenant, including but not limited to timely payment by Tenant to Owner of the Wind Development Extension Period Rent, Owner shall continue to lease to Tenant the Premises, with Access Rights, for further evaluation of the Premises' potential for use by long term ground lease for construction and operation of a Wind Energy Facility on a portion thereof. If, during either the Initial Lease Term or the Wind Energy Facility Further Evaluations Lease Term, Tenant should determine in its sole discretion that it desires to construct and operate a Wind Energy Facility, Tenant must enter into a separate **Wind Energy Facility**

**Ground Lease** (substantially as set forth in an exhibit to the Lease) with Owner as to the portion of the Premises to be so used, with Access Rights.

**Section 5: Addresses of Parties.** The parties' addresses, as set forth in the Lease, are as set forth in the first paragraph of this Notice.

[The remainder of this page is left blank intentionally. The next pages are the signature pages.]

BK1364PG0460



IN WITNESS WHEREOF, the parties have executed this Notice of Lease upon the acknowledgement date of each party stated below.

Witness:

TENANT:

RENEWABLE PROPERTIES, INC.,

a New Hampshire corporation

Marvin R. Bellis

Printed MARVIN R. BELLIS

By:

Name:

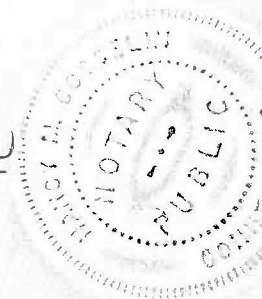
Title:

James A. Muentz  
President

STATE OF Connecticut )  
COUNTY OF Hartford )

On this 14 day of November, 2012, before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared James A. Muentz with whom I am personally acquainted, and who acknowledged himself to be the President of Renewable Properties, Inc., a New Hampshire corporation, and he/she, on behalf of such corporation being authorized to do so, executed the foregoing NOTICE OF LEASE for the purposes therein contained on behalf of said corporation, as his/her free act and deed and the free act and deed of said corporation.

Nancy M. Cassin  
Notary Public  
My Commission Expires:  
5/31/2017



BK1364PG0461

Witness:

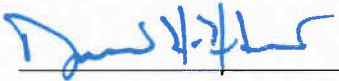
**OWNER:**

**BAYROOT LLC,**

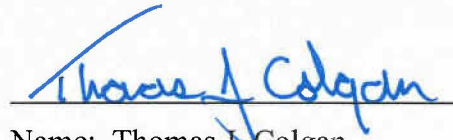
a Delaware limited liability company

By: Wagner Forest Management, LTD.,

a New Hampshire corporation



Printed DANIEL H. HUDNUT




Name: Thomas J. Colgan

Title: President

STATE OF NEW HAMPSHIRE )

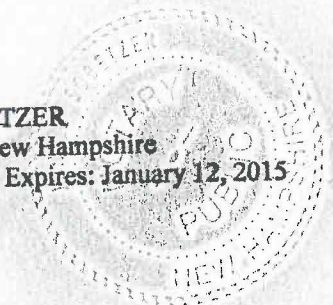
COUNTY OF GRAFTON )

On this 12<sup>th</sup> day of November, 2012, before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared Thomas J. Colgan with whom I am personally acquainted, and who acknowledged himself to be the President of Wagner Forest Management, Ltd., a New Hampshire corporation, which is the Manager of Bayroot, LLC, a Delaware limited liability company, and that he, on behalf of such corporation acting as Manager of said limited liability company, being authorized to do so, executed the foregoing NOTICE OF LEASE for the purposes therein contained on behalf of said corporation acting as Manager of said limited liability company, as his free act and deed and the free act and deed of said corporation and limited liability company.

  
Notary Public

My Commission Expires:

**JOHN G. SOBETZER**  
Notary Public-New Hampshire  
My Commission Expires: **January 12, 2015**



BK1364PG0462

## **EXHIBIT A**

### **To Notice of Lease**

#### **Legal Description of the Premises**

Certain real property situated in the Town of Dummer and in the unincorporated places of Dixville (sometimes referred to as a Town or Township), Millsfield, and Dix Grant, all in Coos County, New Hampshire, described as follows:

#### **DUMMER**

Certain tracts of land situated in the Town of Dummer, Coos County, in the State of New Hampshire, estimated in 1980 to contain about 14,315 acres and identified as follows:

1. Part of lot 23; the east half of Lot 50; Lots 66 and 67; the northeast part Lot 71; that part of Lot 73 east of the highway;
2. Lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102;
3. Lots 104, 105, 106, 107 and 108;
4. the northeast corner of Lot 111;
5. Lot 113;
6. Lots 115, 116, 117 and 118;
7. the west half of Lot 119;
8. Lots 122, 123, 124 and 125;
9. Lots 128, 129, 130, 131, 132, 133, 134, 135 and 136;
10. Lots 138 and 139;
11. Lot 142;
12. Lots 144 and 145;
13. the east half of Lot 146;

14. that part of Lot 148 West of the County Road (excepting a piece sold to W.E. Corbin by deed of Brown Company, Coos County Records, Book 337, Page 67);
15. that part of Lots 149 and 150 West of the County Road;
16. Lots 151 and 152;
17. Lot 154;
18. that part of Lot 155 lying south and east of Eastman Road;
19. that part of Lot 157 east of land formerly of Philbrook and south of the highway from Milan Corner to Errol; also that part of Lot 157 West of the road to West Milan and west of the county road from Milan to Errol;
20. that part of Lot 158 west of the county road;
21. the small corner of Lot 159 which lies southwest of the county road from Milan to Errol;
22. that part of Lot 163 north and west of the county road;
23. Lot 164;
24. Lot 167;
25. Lots 170 and 171;
26. Lots 173, 174, 175, 176, 177, 178, 179 and 180;
27. the east half of Lot 181;
28. Lots 183, 184, 185, 186, 187, 188 and 189;
29. the northwest corner of Lot 205;
30. also 10 acres on the north side of East River Road in Lots 205 and 206;
31. the southwest corner of Lot 206;
32. that part of Lots 208 and 209 lying west of an established line somewhat east of the river;
33. the southwest corner of Lot 210;
34. that part of Lots 210 and 211 east of the river and west or northwest of an established line;



35. also that part of Lot 211 east of the public road as traveled in 1889, north of premises formerly of Charles Howard, bounded easterly and southerly by the east bank of the river, together with all interest in said road and river opposite and all interest in the islands, including the west part of the "Largest Island in Newhall Bay";
36. that part of Lot 212 west of land formerly of John Chandler and east and south of the public road as traveled in 1889;
37. Lots 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227 and 228;
38. that part of Lot 229 south of the center of the Berlin-Errol road as traveled in 1889 and east of land conveyed to E. S. Coe et als. by Wentworth heirs in 1889; also that part of Lot 229 on the northerly side of said road and along Newhall Brook;
39. that part of Lot 230 which lies northerly of the south bank of the Androscoggin River, together with islands opposite said bank, including the east part of the "Largest Island in Newhall Bay";
40. also that part of Lot 230 south of the river;
41. Lot 254;
42. part of Lot 255, pieced together from several sources, excepting portions heretofore conveyed out;
43. part of Lot 256, being the remaining portion not heretofore conveyed out;
44. Lot 257 (believed but not guaranteed to be intact);
45. Lots 258, 259 and 260;
46. Lots 261, 262, 263, 264 and 265 (excepting several camp lots sold by Albert M. Bean to the Tremer Family);
47. Lots 266 and 267;
48. Lots 269, 270, 271 and 272;
49. Lots 275, 276, 277, 278 and 279;
50. the east half of Lot 280; and
51. the northwestern portion of Lot 71, the southern half of Lot 71, and the east half of Lot 70 as more particularly described in the Quitclaim Deed of Daniel J. Forbush to Oxford Paper Company dated May 28, 1992, and recorded at Book 795, Page 448.

EXCLUDING, however, from said real property in Dummer, the following:

Excluding from the aforesaid the premises of Bayroot situated in Dummer, those premises conveyed by (i) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 455, and (ii) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 24, 2011, and recorded the Coos County Registry of Deeds at Book 1333, Page 647.

- a. A parcel of 9.4 acres, ± west of Route 16 in the Town of Dummer, as shown on Plan № 3556, together with an adjacent parcel of 0.29 acres, ± shown on said plan as Power Line Easement Area, as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deed at Book 1333, Page 455. [Sometimes referred to collectively as Switchyard parcel].
- b. A parcel of 6.37 acres, ± on a private road called Dummer Pond Road in the Town of Dummer, as shown on Plan № 3558, excepting and reserving a Reserved Right of Way Easement as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 21, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 467. [Sometimes referred to as Substation parcel]

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the Town of Dummer, excepting the parcels conveyed out to Granite Reliable Power, LLC, as stated above.

## DIXVILLE

**Tract I:** That part of Dixville in the County of Coos, State of New Hampshire lying east of a line drawn on the height of land dividing Clear Stream on the east and the Mohawk River on the west, said line running from Erving Location on the south in a northerly and westerly direction to the division on easterly line of Colebrook said portion being bounded on the west in part by Colebrook and Stewartstown, on the north by Clarksville, on the east by Dix's Grant, so-called, and Wentworth's Location and on the south by Millsfield. Meaning to convey all of the township sold by the State of New Hampshire in 1809 to Timothy Dix as Township #2 except that portion lying west of the highlands of the Notch. Saving and reserving...the tract of land called the Mountain or Notch Lot described and bounded as follows:

Commencing at the east at a white maple twelve inches in diameter near the brook, then

1. S 60° W 20 rods to a fir tree four inches in diameter on a ledge in the road, thence
2. west 100 rods to a fir tree seven inches in diameter on the top or height of land on the first range of hills on the southerly side of the road to the westerly line of the land hereby conveyed; thence
3. on said line about 180 rods to the height of land or top of land first range of hills easterly to a fir tree ten inches in diameter about five rods above the Flume, thence
4. south to the first-mentioned bound.

FURTHER EXCLUDING, however, from said Dixville property:

- a. the lot of land lying east of the last-mentioned Notch lot, known as the Whittemore Opening, being the land formerly cleared and occupied by one Whittemore, as a farm;
- b. a strip of land 66 feet wide and 3,178 feet long conveyed by Brown Company to the State of New Hampshire by deed dated April 26, 1948, recorded Coos County Records, Book 362, Page 218; and
- c. and a 0.4 acre strip of land 100 by 390 conveyed by Brown Company to the State of New Hampshire by deed dated September 5, 1952, recorded Coos County Records Book 394, Page 76.

**Tract II:** A certain tract or parcel of land situated in Dixville, in Coos County, State of New Hampshire and being the premises conveyed to Berlin Mills Company by deed of Turners Falls Lumber Company by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 244.

FURTHER EXCLUDING, however, from Tracts I and II so much of the same as were conveyed by Brown Company to The Balsams Corp. by deed dated May 1, 1964, recorded Coos County Records Book 478, Page 397.

**Tract III:** That part of Dixville Notch known as the Notch Lot. Excepting and reserving the "Whittemore Burying Ground" as now fenced, and a strip 3 feet in width of side, of and around said fence.

**Tract IV:** A certain tract of land situated in the Township of Dixville in said County and State, bounded on the west by Notch Lot, so-called, and on the south, east and north by land of said Brown Company, formerly known as the Berlin Mills Company and known as the Whittemore Opening.

FURTHER EXCLUDING, however, from said Dixville property the following tracts which have been conveyed out:



- a. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 250.
- b. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded in Coos County Records Book 108, Page 254.
- c. Land conveyed by Trustees of Brown Company to the State of New Hampshire by deed dated January 2, 1937, recorded Coos County Records Book 289, Page 316.
- d. Land conveyed by Brown Company to State of New Hampshire by deed dated January 31, 1956, recorded Coos County Records Book 420, Page 162.
- e. Land conveyed by Brown Company to State of New Hampshire by deed dated January 7, 1960, recorded Coos County Records Book 451, Page 93.
- f. Land conveyed by Boise Cascade Corporation to Tillotson Corporation as described in the Quitclaim Deed dated December 4, 1980, recorded Coos County Registry of Deeds in Book 635, Page 440.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located Dixville, so-called.

### **MILLSFIELD**

Those certain tracts of land in the unincorporated place known as Millsfield, in the County of Coos and State of New Hampshire, being more particularly identified as follows:

1. In Range 1: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and that portion of Lot 12 easterly of the Division Line; and that portion of Lot 13 easterly of the Division Line;
2. In Range 2: all of Lots 4, 5, 6, 7, 8 and 9; Lot 10 excepting any portion thereof lying westerly of the Division Line; that portion of Lot 11 lying easterly of the Division Line, and that portion of Lot 12 lying easterly of the Division Line;
3. In Range 3: all of Lots 6, 7, and 8; Lot 9 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 10 lying easterly of the Division Line;

4. In Range 4: all of Lots 6, 7, and 8; that portion of Lot 9 lying easterly of the Division Line; and that portion of Lot 10 lying easterly and southeasterly and easterly and northeasterly by the Division Line;
5. In Range 5: all of Lots 5, 6, 7, 8 and 9; that portion of Lot 10 easterly of the Division Line; and that portion of Lot 11 lying easterly and northeasterly of the Division Line;
6. In Range 6: the northerly three-quarters of Lots 3 and 4; all of Lots 5, 6, 7, 8, 9, and 10; Lot 11 excepting the portion westerly of the Division Line, if any; that portion of Lot 12 easterly and northeasterly of the Division Line; that portion of Lot 13 northerly and easterly of the Division Line; and that portion, if any, of Lot 14 lying easterly and northeasterly of the Division Line.
7. In Range 7: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; and that portion of Lot 14 lying easterly of the Division Line;
8. In Range 8: all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly of the Division Line; and that portion of Lot 15, if any, lying easterly of the Division Line;
9. In Range 9: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12; all of Lot 13 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 14 lying easterly and northeasterly of the Division Line;
10. In Range 10: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; that portion of Lot 14 lying easterly and northeasterly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
11. In Range 11: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13; all of Lot 14 excepting the portion, if any, lying westerly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
12. In Range 12: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly and northerly of the Division Line; and the portion of Lots 15 and 16 lying easterly and northerly of the Division Line;
13. In Range 13: part of Lot 4 and all of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16;
14. In Range 14: Lots 3 and 4, part of Lot 6; and all of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

EXCLUDING, however, from the above property in Millsfield:

A parcel of 2.39 acres, more or less, taken by the State of New Hampshire for the alteration of Route No. 26, [appearing to affect Lot 4 in Range 13], the land having been taken by condemnation, notice of which was made by a Notice of Condemnation dated April 9, 1973 and recorded at Book 560, Page 71;

FURTHER excluding from the above property in Millsfield these out conveyances by Bayroot LLC:

- a. The property conveyed by Quitclaim Deed of Bayroot LLC to Shawn M. Cote and Victoria L. Cote dated March 20, 2007 recorded at Book 1210, Page 238, and being 1.8 acres, more or less, on the northeasterly side of Route 26, and a portion of Lot 4 Range 14; and
- b. The property conveyed by Quitclaim Deed of Bayroot LLC to the State of New Hampshire, acting through its Fish and Game Department, recorded February 14, 2011, at Book 1321, Page 845, being 762 acres, more or less.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, and also including all lands in Millsfield conveyed by release deed of Fort James Corporation to Bayroot LLC, dated October 17, 2011, and recorded Coos County Registry of Deeds at Book 1336, Page 759, excepting the parcels conveyed out by Bayroot to Cote and the State of New Hampshire portions as stated above.

#### **DIX GRANT**

The tract of land known as the "Dix Grant" (also referred to as Dixs Grant or Dix's Grant) in the County of Coos and State of New Hampshire, bounded on the west by № 2 of Dixville, on the north by Dartmouth College First Grant and state land, on the east by Dartmouth College Second Grant, and on the south by Wentworth's Location.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the unincorporated place of Dix Grant.

BK 1364 PG 0470

## OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT, made and entered into this 14th day of October, 2015, by and between Renewable Properties, Inc., with an address of 780 North Commercial Street, Manchester, NH 03101 ("OWNER"), and Northern Pass Transmission LLC, with an address of 780 North Commercial Street, Manchester, NH 03101 ("OPTION HOLDER" and together with OWNER, "the Parties").

### WITNESSETH

OWNER, in further consideration of one dollar and the rents and agreements to be paid and performed on the part of the said OPTION HOLDER, hereby grants, bargains and sells to OPTION HOLDER the exclusive option to cause OWNER to execute and perform that certain lease agreement among Owner and Option Holder attached hereto as Exhibit A ("Lease Agreement") for the real property identified under said Lease Agreement at Schedule 1.1(a) and Schedule 1.1(b) thereto (the "Premises") and upon the following terms, covenants and conditions:

1. Option Period. The period in which OPTION HOLDER may exercise this Option shall be until December 31, 2018 ("Option Period"), unless extended by mutual written agreement of the Parties on such terms as they shall then agree.. If OPTION HOLDER does not exercise its Option to lease the Premises before the end of the Option Period, this Option shall terminate and be null and void, unless extended by mutual, written consent of both OWNER and OPTION HOLDER.
2. Option Exercise. To exercise this Option during the Option Period, OPTION HOLDER shall deliver to OWNER written notice of OPTION HOLDER's exercise of its Option, by certified letter at OWNER's address cited herein and within five (5) business days following receipt of said notice, OWNER shall execute the Lease Agreement as Lessor and deliver an original executed and witnessed signature page for OPTION HOLDER's counter-execution as Lessee.
3. Recording; Remedy; Specific Performance. The Parties agree that a notice of this Option To Lease Agreement shall not be recorded in any registry of deeds but that OWNER's default in performance of its obligations hereunder shall entitle OPTION HOLDER to specific performance of the Lease Agreement.
4. Assignment; Broker. This Option To Lease Agreement may be assigned by OPTION HOLDER at any time to an affiliate of OPTION HOLDER without the prior consent of or notice to Owner. The Parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction or the Lease Agreement contemplated hereunder.



5. Access To The Premises. Upon execution of this Option to Lease Agreement OWNER grants OPTION HOLDER the immediate right of access to the Premises for "Resource Evaluations," which means (i) conducting environmental, biological, cultural and other tests, surveys and studies and (ii) extracting soil samples, performing geotechnical tests, and conducting such other tests, studies, inspections and analysis, as OPTION HOLDER deems necessary, useful or appropriate to evaluate the potential for and determine an appropriate route for the NPT Project Facilities, as that term is defined under the Lease Agreement.
6. No Encumbrance; Waste. During the Option Period, OWNER covenants not to encumber title to the Premises, unless it obtains and holds in escrow an executed subordination, nondisturbance and attornment agreement with respect to OPTION HOLDER's interest under the Lease Agreement, or to physically alter, commit waste upon the Premises or take any action with respect to the Premises that would interfere with Option Holder's ability to occupy the Premises for the purposes stated under the Lease Agreement.
7. Choice Of Law. This Option To Lease Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
8. No Waiver; Binding Effect. If any provision of this Option To Lease Agreement including the Lease Agreement contemplated hereunder shall be to any extent invalid or unenforceable the remainder application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law. The conditions and agreements in this Option to Lease Agreement including the Lease Agreement contemplated hereunder to be kept and performed by the Parties shall be binding upon and inure to the benefit of said respective Parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the Premises.

Remainder of Page Intentionally Left Blank.

EXECUTED effective as of the date first written above.

OWNER:

Renewable Properties, Inc.

STATE OF CT  
COUNTY OF Hartford

James A. Muntz

Then personally appeared the above-named James A. Muntz  
President of Renewable Properties, Inc. and acknowledged the foregoing instrument to be  
his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

Lynn M. Mancini  
Notary Public  
Lynn M. Mancini  
Printed Name

My Commission Expires: 4-30-2017

OPTION HOLDER:

Northern Pass Transmission LLC

Leon J. Olivier

STATE OF CT  
COUNTY OF Hartford

Then personally appeared the above-named Leon J. Olivier  
Chairman of Northern Pass Transmission LLC and acknowledged the foregoing instrument  
to be his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

Donna Lynne Williams  
Notary Public  
Donna Lynne Williams  
Printed Name

My Commission Expires: 11/30/16

Option to Lease Agreement among Northern Pass Transmission, LLC and Renewable Properties, Inc.

## OPTION FOR PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS OPTION FOR PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Agreement"), made and entered into this 14th day of October, 2015, by and between Renewable Properties, Inc., with an address of 780 North Commercial Street, Manchester, NH 03101 ("ASSIGNOR"), and Northern Pass Transmission LLC, with an address of 780 North Commercial Street, Manchester, NH 03101 ("OPTION HOLDER" and together with ASSIGNOR, "the Parties").

WHEREAS, OPTION HOLDER desires to have the right to be assigned part of ASSIGNOR's right, title and interest as Tenant under that certain Ground Lease Agreement dated as of October 1, 2012 among Renewable Properties, Inc. and Bayroot LLC ("Lease"), notice of which Lease is recorded in the Coos County Registry of Deeds at Book 1364, Page 456.

NOW THEREFORE, in consideration of one dollar, receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR hereby grants, bargains and sells to OPTION HOLDER the exclusive option to cause ASSIGNOR to execute and perform that certain Partial Assignment and Assumption of Lease among ASSIGNOR and Option Holder attached hereto as Exhibit A ("Partial Assignment") with respect to the leased premises which are identified at Exhibit B hereto (the "Premises") and upon the following terms, covenants and conditions:

1. Option Period. The period in which OPTION HOLDER may exercise this Option shall be until December 31, 2018 ("Option Period"), unless extended by mutual written agreement of the Parties on such terms as they shall then agree.. If OPTION HOLDER does not exercise its Option to lease the Premises before the end of the Option Period, this Option shall terminate and be null and void, unless extended by mutual, written consent of both ASSIGNOR and OPTION HOLDER.
2. Option Exercise. To exercise this Option during the Option Period, OPTION HOLDER shall deliver to ASSIGNOR written notice of OPTION HOLDER's exercise of its Option, by certified letter at ASSIGNOR's address cited herein and within five (5) business days following receipt of said notice, ASSIGNOR shall execute the Partial Assignment as Assignor and deliver an original executed and witnessed signature page for OPTION HOLDER's counter-execution as Assignee.
3. Recording; Remedy; Specific Performance. The Parties agree that a notice of this Agreement shall not be recorded in any registry of deeds but that ASSIGNOR's default in performance of its obligations hereunder shall entitle OPTION HOLDER to specific performance of the Partial Assignment.
4. Assignment; Broker. This Agreement may be assigned by OPTION HOLDER at any time to an affiliate of OPTION HOLDER without the prior consent of or notice to ASSIGNOR. The Parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction or the Lease addressed hereunder.

Option For Partial Assignment and Assumption Lease Agreement among Northern Pass Transmission, LLC and Renewable Properties, Inc.

5. Access To The Premises. Upon execution of this Agreement ASSIGNOR endeavors to provide OPTION HOLDER with non-exclusive access to the Initial Leased Premises under the Lease for Resource Evaluations as contemplated under S. 1.2 of the Lease and shall seek Bayroot LLC's prior consent to OPTION HOLDER's access.
6. Choice Of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
7. No Waiver; Binding Effect. If any provision of this Agreement including the Lease addressed hereunder shall be to any extent invalid or unenforceable the remainder application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law. The conditions and agreements in this Agreement including the Lease to be kept and performed by the Parties shall be binding upon and inure to the benefit of said respective Parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the Premises.

Remainder of Page Intentionally Left Blank.

EXECUTED effective as of the date first written above.

ASSIGNOR:

Renewable Properties, Inc.

STATE OF CT  
COUNTY OF Hartford

[Signature]

Then personally appeared the above-named James A. Monte  
President of Renewable Properties, Inc. and acknowledged the foregoing instrument to be  
his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

[Signature]  
Notary Public  
Lynn M. Mancini  
Printed Name

My Commission Expires: 4-30-2017

OPTION HOLDER:

Northern Pass Transmission LLC

STATE OF CT  
COUNTY OF Hartford

[Signature]

Then personally appeared the above-named Leon J. Oliver  
Chairman of Northern Pass Transmission LLC and acknowledged the foregoing instrument  
to be his/her/their free act and deed in his/her/their said capacity, and the free act and deed of said  
corporation. Before me,

[Signature]  
Notary Public  
Donna Lynne Williams  
Printed Name

My Commission Expires: 11/30/16

Option For Partial Assignment and Assumption Lease Agreement among Northern Pass Transmission, LLC  
and Renewable Properties, Inc.