

Mitigation Baseline Report

Site N - Cedar Brook Site

Stewartstown, NH

Northern Pass



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

August 2016

Conservation Easement Baseline Documentation Report

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

Donor Information:

Renewable Properties, Inc.

Address: 780 Commercial St, Manchester, NH 03101

Property Location:

Road: Tax Map A3, Lot 18.

Town/County: Town of Stewartstown, Coos County

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

Land Types: Total acreage: 128.7 ac. 59 % Clear Cut 35 % Lowland Spruce Fir

Buildings, Structures, & Improvements on Property:

Describe size, type, and condition of buildings, structures and improvements, including houses, sheds, towers, docks, barns, man-made ponds, roads, utilities, etc. Include historical, cultural and archeological features. Show locations on attached map. Site N – the Cedar Brook Site, has no buildings or structures, although the tax card for this parcel appears to erroneously identify a one-story 280 square foot brown camp building, a camp trailer and a lean-to, which is located on an adjacent parcel. A snowmobile trail leads from Bear Rock Road to the south across Site N, crossing Cedar Brook on a culverted access road, and exits the parcel along the southern property boundary. An old woods road also leads across the east central portion of the Site. A Phase I Environmental Site Assessment was completed, and no hazardous materials were found. Some scattered trash and debris, including metal cans and appliances, were removed. No structures are planned. The Northern Pass transmission line would be installed within the Bear Rock Road ROW.

Condition of Land:

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

Site N is 128.7 acres of undeveloped land on the south side of Bear Rock Road in Stewartstown. The lowland spruce-fir and northern hardwood-conifer forest has been recently cutover (sometime between 2011 and 2013). The current use of the site is undeveloped woodlands, with small clusters of mixed forest and individual trees and regenerating seedlings and saplings. A high quality 20 acre beaver wetland complex and wet meadow/shrub wetlands border Cedar Brook, which runs parallel to Bear Rock Road. Adjacent to the open shrub wetlands are two State Ranked 2 communities - a high quality Northern White Cedar – Balsam Fir Swamp, and a Northern Hardwood – Black Ash – Conifer Swamp. Haines Brook flows into Cedar Brook in the vicinity of McAllaster Road. The ground surface at the site slopes downhill from south to north toward the wetlands and Cedar Brook. Several seepage wetlands are also present. The elevation of the site ranges from approximately 1,840 feet on the southeast corner to 1,560 feet on the northwest corner at the outlet of the brook.

The area adjacent to the site is a mixture of undeveloped woodlands, open fields, and residential/camp properties. The site is bounded by wooded parcels to the east, south, southwest, and west and by wooded residential/camp properties to the north. The adjacent McAllaster Property to the east along Cedar Brook is conservation land held by the Society for the Protection of New Hampshire Forests, which also holds over 1,000 acres of land just behind three small parcels on the north side of Bear Rock Road. There is approximately 3,150 feet of frontage on Bear Rock Road, a portion of which could be developed for residential use if the Site is not protected.

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

Feature	Measurement/Classification
Total Site Area	128.7 acres
Waterbody	Approx. 3.3 acres of Beaver Ponds (see PUB below)
Shoreline Length	Approx. 1,500 feet along beaver ponds
Stream Length	approx.. 3,800 linear feet
Wetlands	Approx. 19.6 acres (12.3 PFO4; 4 PEM; 3.3 PUB), including beaver ponds

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

for Eversource Energy Land Trust, Inc.

Baseline Document Preparer

Date

Date**Attachments: (not all conservation parcels have all attachments)**

USGS Location Map

Ground Photos

Aerial Property Map

Natural Resource Maps (Soils, Cover Types, Wildlife Action Plan, etc.)

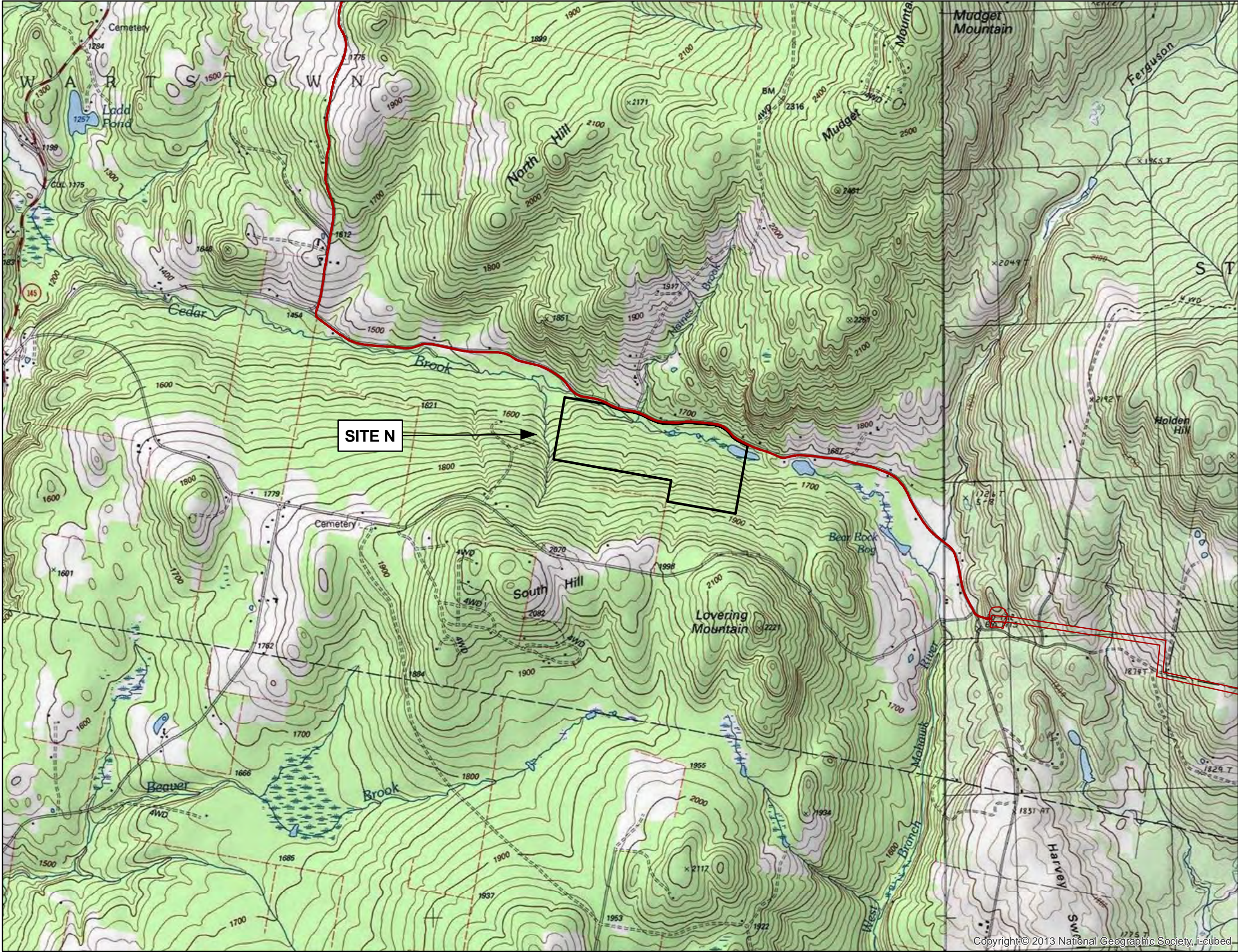
Site Reconnaissance Notes

Property Deeds and Survey Plans

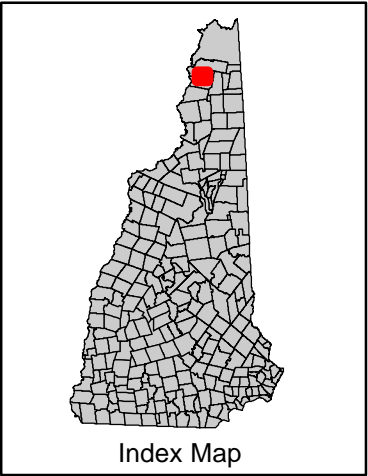
Conservation Easement Deed

USGS Location Map

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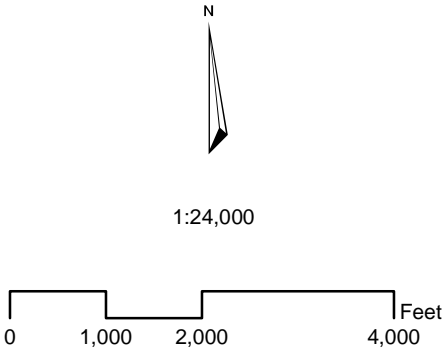


Northern Pass Mitigation Analysis



- Site Features**
- Proposed ROW / Site Facilities
 - Mitigation Parcels

Data Provided By: ESRI & USGS



Ground Photos

Site N – Cedar Brook Site
Ground Photos



Photo 1. View facing west along Bear Rock Road and the northern property boundary of Site N.



Photo 2. View of snowmobile trail passing through the interior of parcel Site N.



Photo 3. View of forest cover on Site N.



Photo 4. View of forest cover on Site N.

Site N – Cedar Brook Site
Ground Photos



Photo 5. View of wetland along Cedar Brook.



Photo 6. Cedar swamp along Cedar Brook.

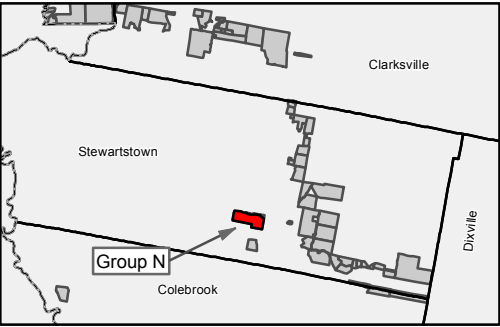
Aerial Photo Property Map

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Northern Pass Mitigation Analysis

Mitigation Group: N



Group N Site Summary		
Town:	Stewartstown	
County:	Coos	
HUC 12 Watersheds:	10801010301	
Eco Region:	Connecticut Lakes	
Total Site Acreage:		128.7

- Site Features**
- Existing Trails
 - NHD Streams
 - Delineated Streams
 - Proposed ROW
 - Group N Parcels
 - Political Boundaries
 - Delineated Vernal Pools
 - Delineated Wetlands
 - Photointerpreted Wetlands
 - Calcium Rich Bedrock
 - Lowland Spruce Fir
 - Conservation Land

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

0 200 400 800 Feet

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

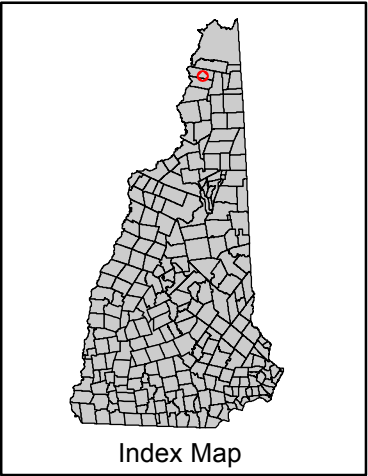
**NORMANDEAU
ASSOCIATES**
Environmental Consultants

Natural Resource Maps

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Northern Pass Mitigation Analysis



Group: N

Site Features (acres)

0.0 Proposed ROW / Site Facilities

WAP Tiers (acres)

48.1 Highest Ranked Habitat in NH

25.4 Highest Ranked Habitat in the Biological Region

Photointerpreted Cover Types (acres)

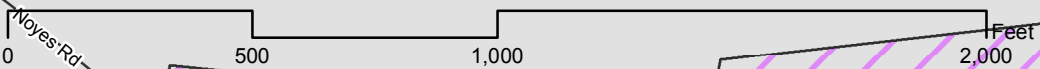
4.0 Open Habitat	Mixed Hardwoods
75.8 Clear Cut	Lowland Spruce Fir
River	Hardwood / Softwood
Stream	Hemlock Hardwood Pine
3.3 Pond	High Elevation 2500 +
Residential	High Elevation Spruce Fir 2700 +
Northern Hardwood Conifer	

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

Data Provided By: GRANIT, NHF&G and NHD



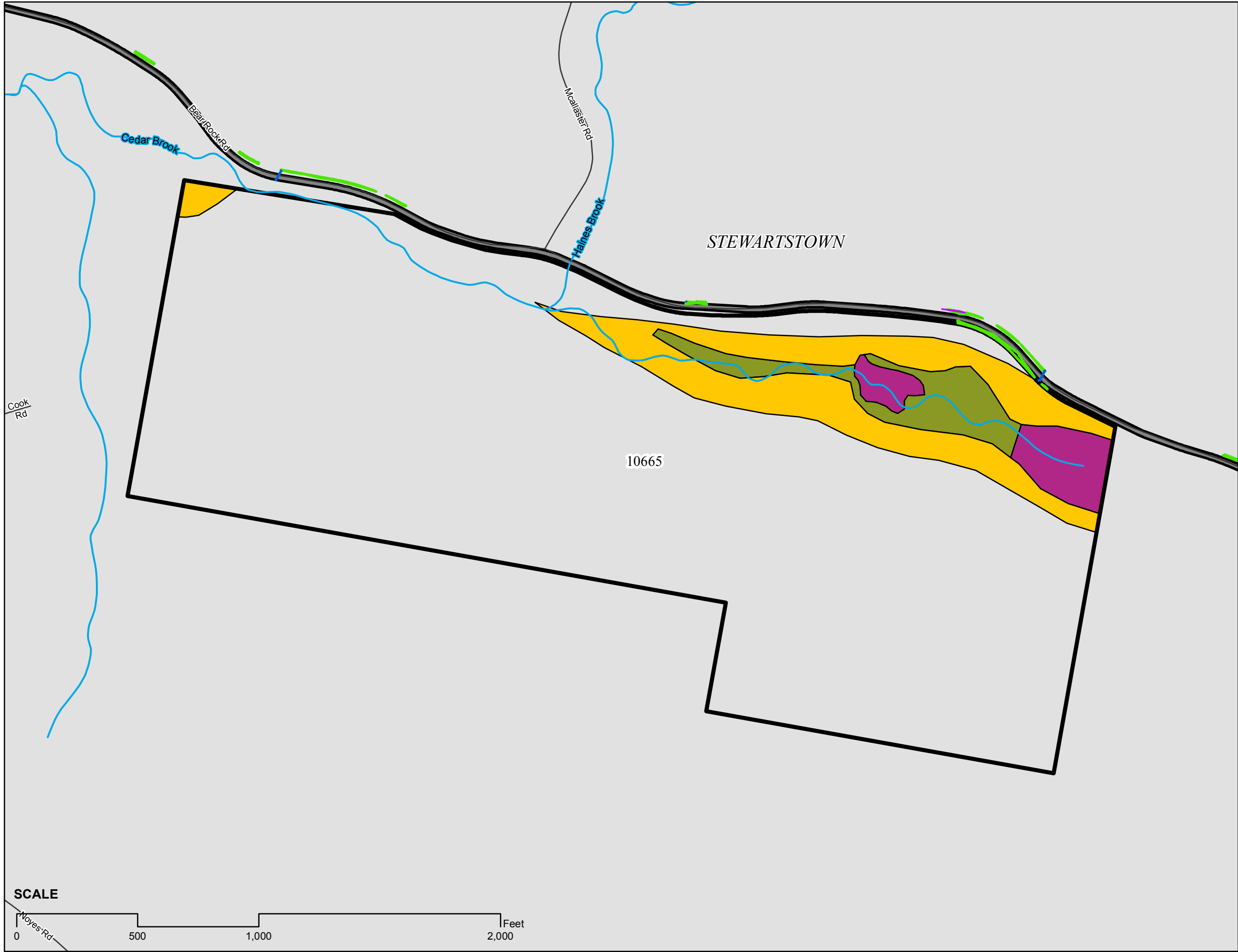
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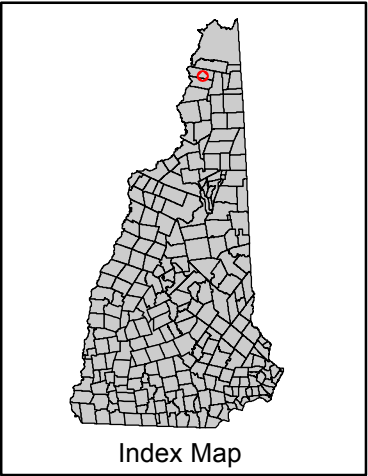
Normandeau Associates, Inc
25 Nashua Road,
Bedford, NH, USA
03110



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Northern Pass Mitigation Analysis



Group: N

Site Features (acres)

- NHD Streams
- Delineated Streams
- Delineated Vernal Pools
- Delineated Wetlands
- Proposed ROW / Site Facilities

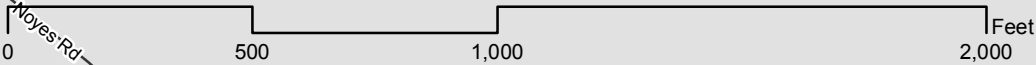
Photointerpreted Wetland Cover Types

- | | |
|-----------|----------------|
| 4.0 PEM1 | 3.3 PUB |
| PFO1 | PVP |
| PFO1/4 | River |
| 12.3 PFO4 | Stream Channel |
| PSS1 | |

Data Provided By: GRANIT & NHD



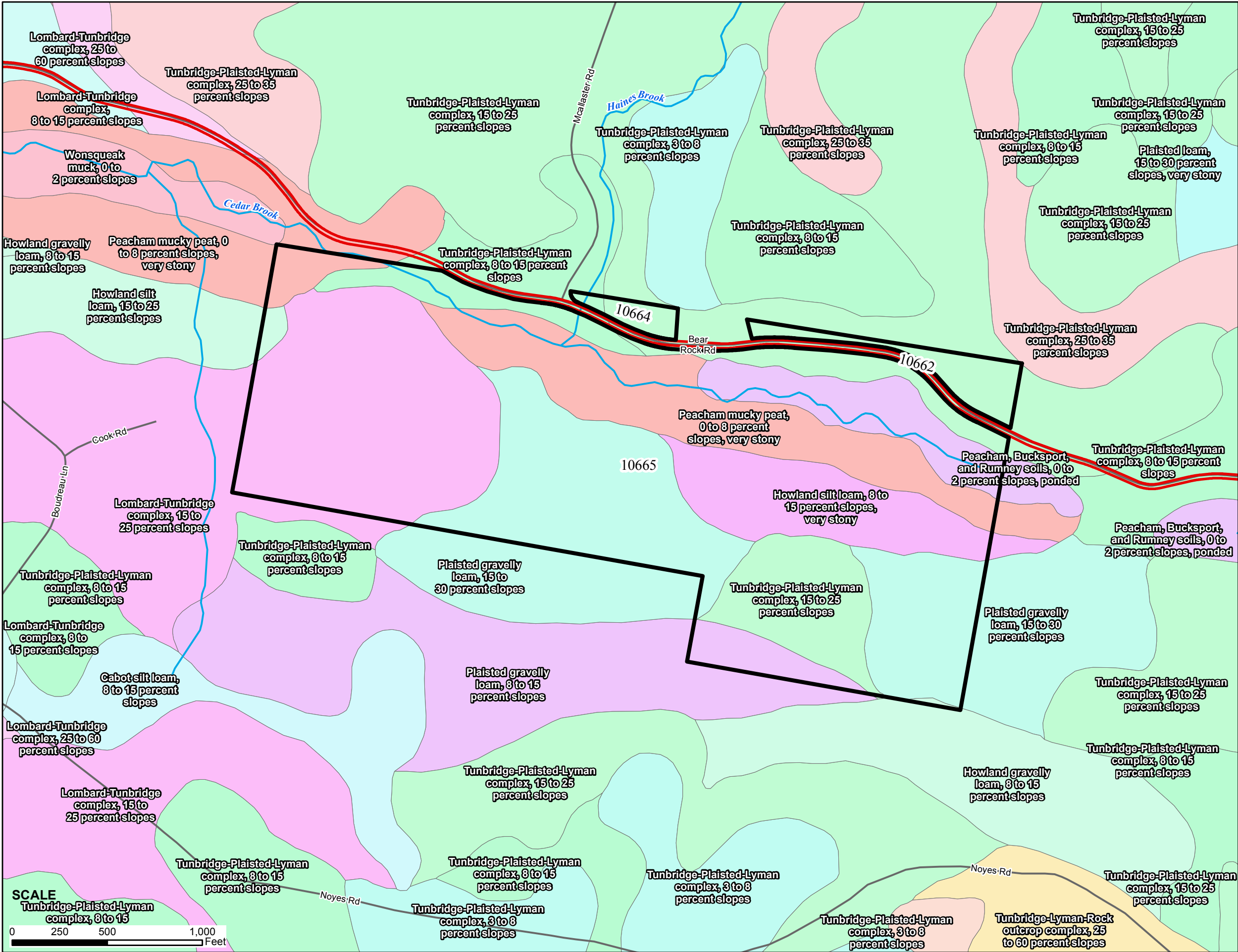
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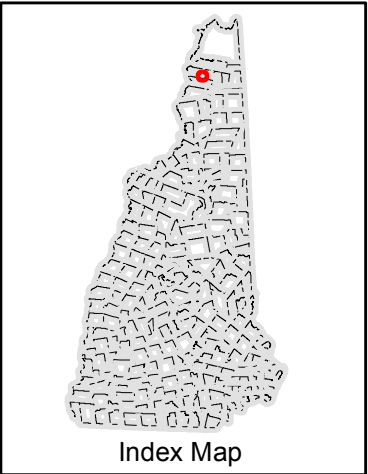
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Bedford, NH, USA
03110



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Northern Pass Mitigation Analysis - Soils Map



Group: N

- Mitigation Parcels
- Proposed ROW/Site Facilities

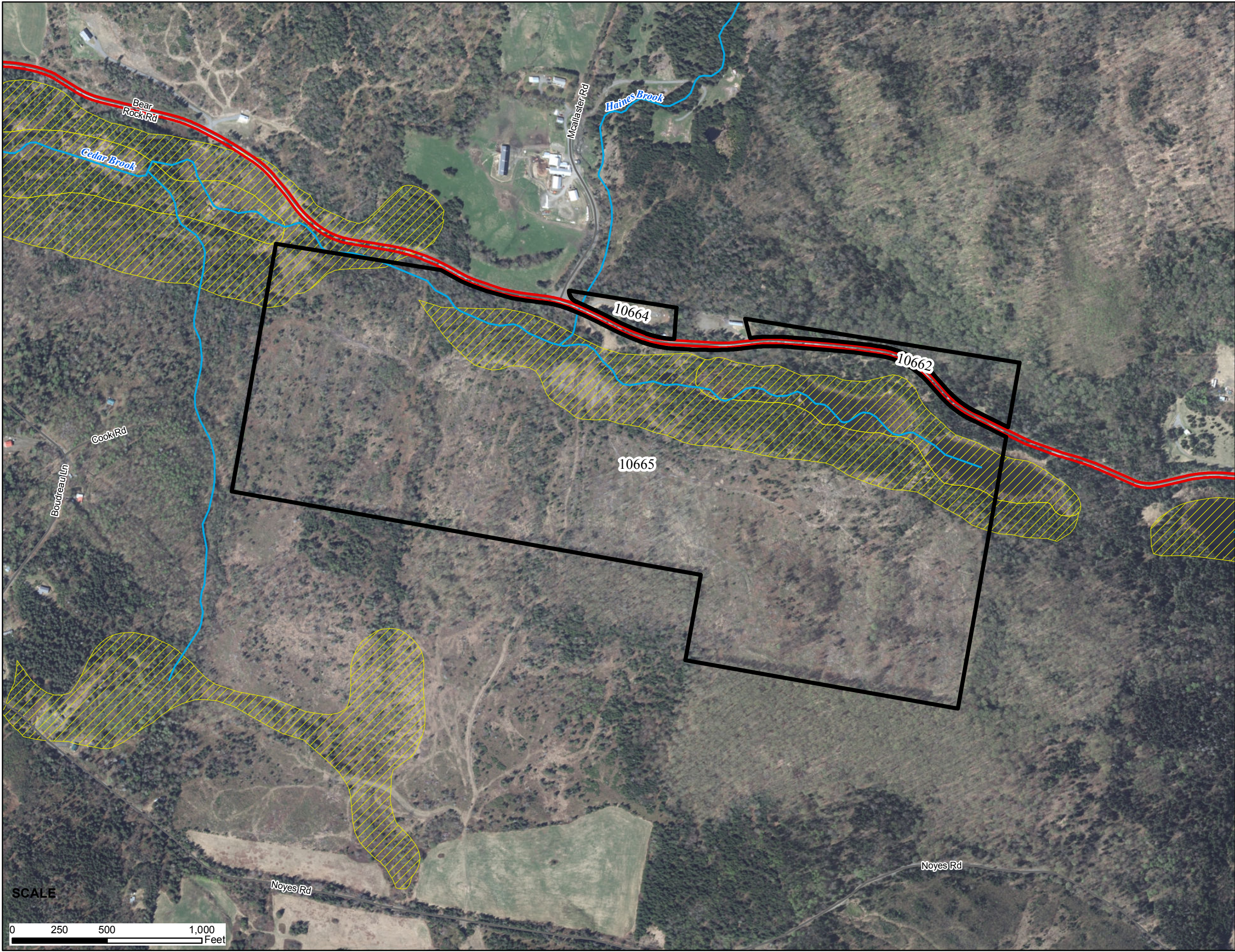
*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD

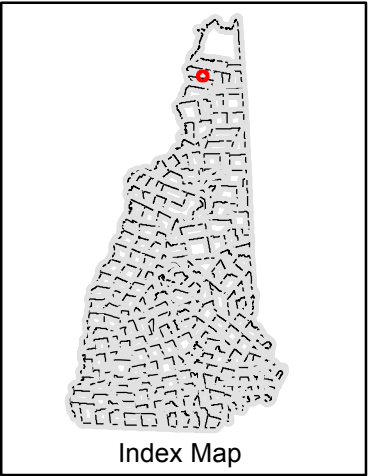


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Northern Pass Mitigation
Analysis - Hydric Soils Map



Group: N

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

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

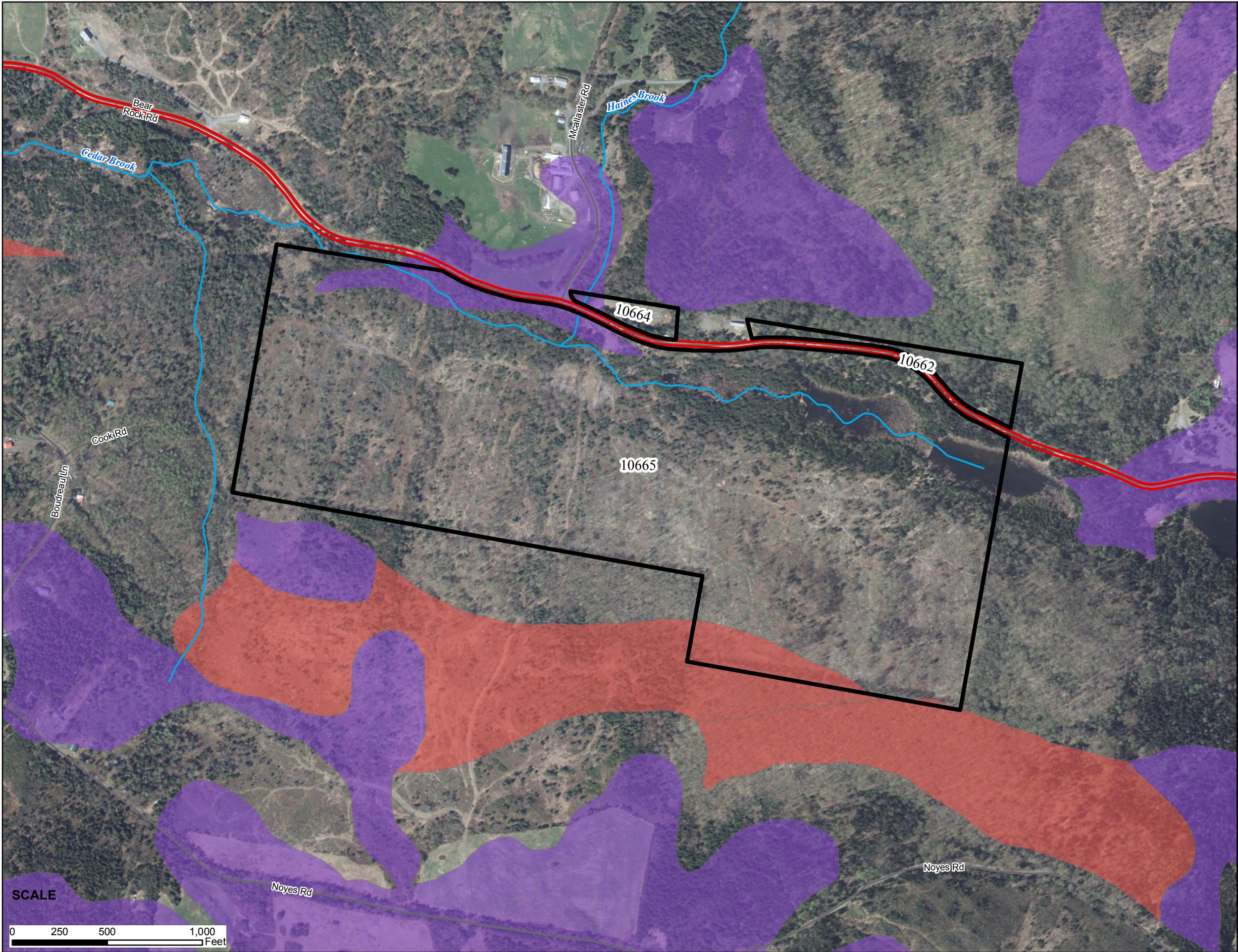
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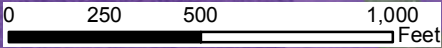
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03110



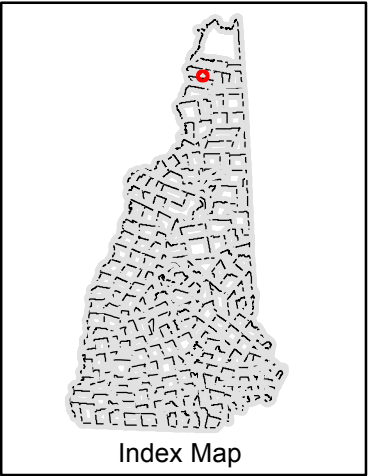
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SCALE



Northern Pass Mitigation
Analysis - Agricultural Land Map



Group: N

- Mitigation Parcels
- Proposed ROW/Site Facilities
- Farmland of local importance
- Farmland of statewide importance

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

Data Provided By: GRANIT and NHD



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03110



Site Reconnaissance Notes

Bear Rock Road Mitigation Parcel Site Reconnaissance Notes

LL 10665

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

Parcels that are located in close proximity to each other (sharing a boundary or separated by only a road) were reviewed as a single unit (group). An account of the major individual community types observed within the group was performed during the walkover. The community types are identified according to The Natural Communities of New Hampshire¹. This classification does not provide descriptions for communities that have been altered, such as harvested forest land or cleared agricultural areas. In such cases these communities are described by their site conditions and vegetation present at the time of the site visit (e.g. regenerating field/grassland community). The community types discussed below represent those which were observed during the surveys and may not represent a complete account of the communities present.

General Site Comments

The proposed transmission line follows Bear Rock Road on the northern border of the parcel. This parcel contains a named stream, Cedar Brook, which flows along the northern border and includes a series of large beaver flowages on the northeastern side of the parcel. The slope from the road into the parcel is steep and contains fill material that was placed likely as the road was built and maintained. Recent logging has taken place, removing the majority of overstory vegetation on the slope south of the Cedar Brook and its associated floodplain area. An off-road vehicle path enters the site from Bear Rock Road at the approximate midpoint of the northern border, however this road does not look active and may only be used by snowmobiles and logging equipment. This site is mapped as Lowland Spruce – Fir Forest, although this forest type was not observed due to the extensive clearing.

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

Northern Hardwood – Black Ash – Conifer Swamp (S2)

This state-threatened community occurs as the floodplain area around the western portion of Cedar Brook, including some of the lower slopes leading to the brook. It does not appear to have been logged during the recent timber harvest, although some impacts may have occurred as a result of windrowing, felling, and other incidental damage associated with a large scale timber harvest. The overstory in this community is dominated by yellow birch (*Betula alleghaniensis*), black ash (*Fraxinus nigra*), balsam fir (*Abies balsamea*), and red maple (*Acer rubrum*). The understory varies widely in composition and density, composed of species such as meadowsweet (*Spiraea alba* var. *latifolia*), foam-flower (*Tiarella cordifolia*), sensitive fern (*Onoclea sensibilis*), cinnamon fern (*Osmundastrum cinnamomeum*), and northeastern mannagrass (*Glyceria melicaria*). Several rare species are associated with this community type, although the only species observed which is tracked by the New Hampshire Natural Heritage Bureau (NHB) is swamp crowfoot (*Ranunculus caricetorum*), a state watchlist species.

Northern White Cedar – Balsam Fir Swamp (S2)

This community occupies an area around Cedar Brook, from the north-central portion of the site, extending east around the south side of the beaver flowages. It is a large, intact community that has not been logged, dominated by northern white cedar (*Thuja occidentalis*), some in excess of 20-inches in diameter. Balsam fir is a common component, although at a lesser density. A dense carpet of bryophytes extends throughout the community, with a sparse understory of mountain holly (*Ilex mucronata*), American twinflower (*Linnaea borealis* ssp. *americana*), cinnamon fern (*Osmundastrum cinnamomeum*), spinulose wood fern (*Dryopteris carthusiana*), and wild sarsaparilla (*Aralia nudicaulis*). This community provides suitable habitat for numerous rare plant species, and thorough surveys are needed to determine their presence.

Emergent Marsh (S5) – Aquatic Bed (S5)

The two communities occupy the beaver flowages in the northeastern portion of the site. Because they are created by artificial impoundment, it is expected that their boundaries may shift over time as the flowages are abandoned or expanded. The emergent marsh margins of the flowages are dominated by tussock sedge (*Carex stricta*), while the aquatic bed interiors are colonized by a variety of submerged and floating aquatic species, such as bullhead pond-lily (*Nuphar variegata*), greater bladderwort (*Utricularia vulgaris* ssp. *macrorhiza*). Much of these communities were not observed due to lack of access.

Regenerating Old Field – Logged Clearing (unranked)

The extensive logging throughout this parcel has created a large area of regenerating old field, much of which also supports emergent wetland vegetation. The logging may have compacted

the soil and resulted in large seepage slopes, although it is unclear if these wetlands existed prior to harvest.

Wildlife and Wildlife Habitat Value

The heavy logging that occurred recently on LL10665 may currently limit habitat value for some species, especially those that are dependent on forest cover. However, as the vegetation succeeds, habitat value will improve, and the undisturbed riparian zone and beaver flowage associated with Cedar Brook provides high quality habitat for wetland and riparian associated species. During the site visit, little old or fresh browse was observed on woody vegetation in the uncut floodplain area or on the shrubby regrowth in the logged areas. Some tracks of deer, moose, bear, and raccoon were observed in muddy areas associated with Cedar Brook, and a medium-sized black bear was directly observed. The survey was conducted between 14:30-16:00, late in the breeding season, and 13 species of passerine were heard singing or calling. All species were associated with forest or shrubby wetland habitats, and great blue heron tracks were observed at the edge of the beaver pond. Amphibians were abundant in the beaver pond, and mink frogs, bullfrogs, and American toads were seen and/or heard.

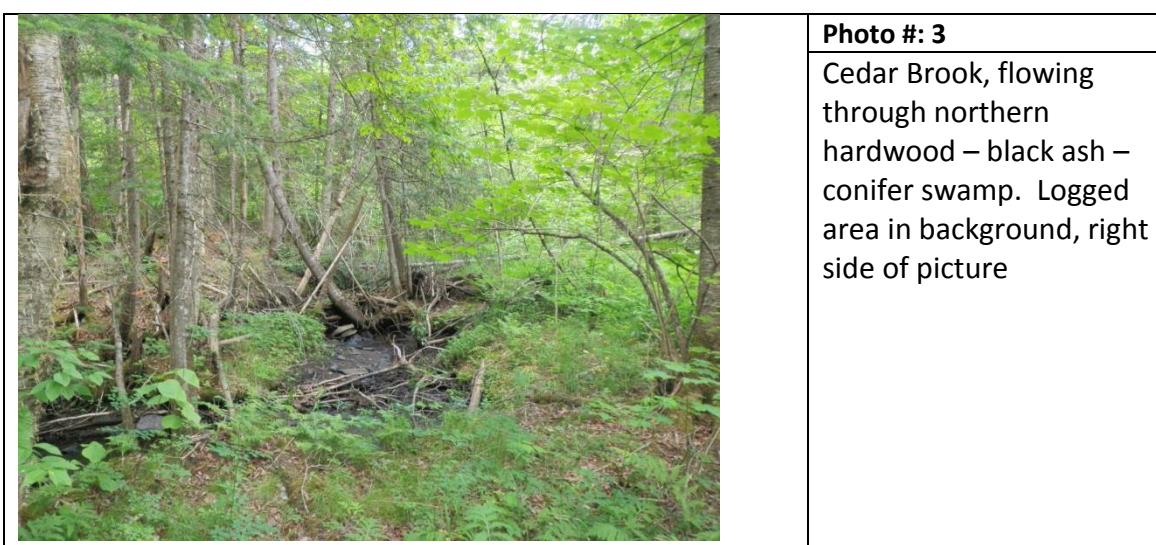
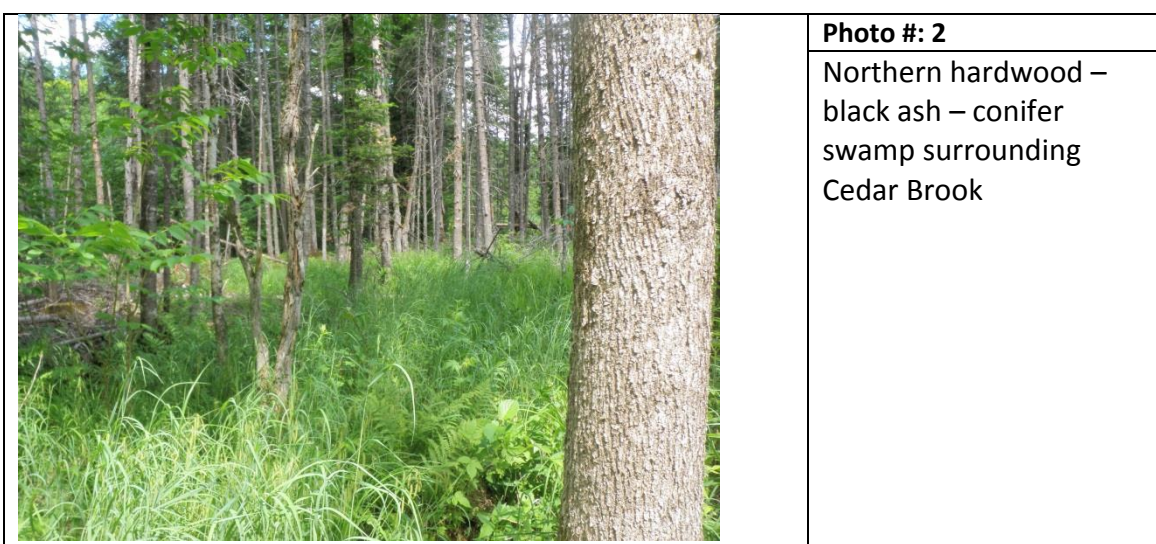
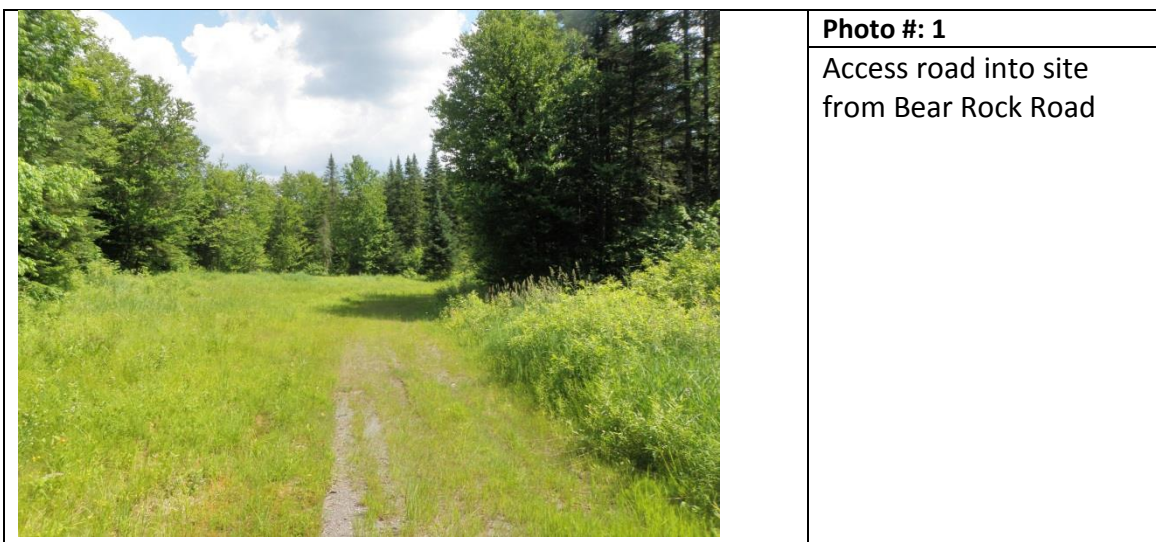




Photo #: 4

Logged clearing dominated by emergent wetland vegetation. Forested area surrounding Cedar Brook is immediately downslope (left side of photo).




Photo #: 5


Logged upland slope



Photo #: 6

Beaver flowage including emergent wetland fringe and aquatic bed.

	Photo #: 7
	<p>Northern white cedar – balsam fir swamp surrounding beaver flowages.</p>

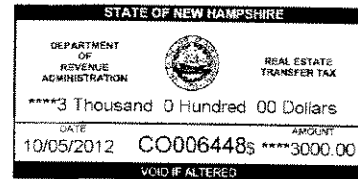
	Photo #: 8
	<p>Northern white cedar – balsam fir swamp surrounding beaver flowages.</p>

Property Deeds and Survey Plans

Doc # 0004445 Oct 5, 2012 11:44 AM
 Coos County Registry of Deeds
Carole A. Lamirande
 Carole A. Lamirande, Registrar



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



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **MONDA PLACEY, f/k/a Monda McIntyre** of 38 Colby Street, Colebrook, New Hampshire **AND SUZANNE FOURNIER** of 2 Ridgemont Drive, Londonderry, New Hampshire, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with **WARRANTY COVENANTS**, the following described real estate located:

Certain real property, with the improvements thereon, in the Town of Stewartstown, in the County of Coos, in the State of New Hampshire, bounded and described as follows:

Being certain parts of Lots numbered ten (10) in the Range Three (3) and certain parts of Lots numbered nine and ten (9 and 10) in Range Four (4), of lots in the Town of Stewartstown, in the County of Coos, in the State of New Hampshire, and bounded as follows:

On the north by land owned by the McAllister brothers; on the east by land owned by Albert Lovering; on the south by land of said McAllister brothers and Andrew McConnell; certain parts herein described consisting of approximately one hundred fifty-two (152) acres.

Excluding, however, the real property conveyed by Burleigh R. Placey and Catherine Placey to Wendell C. McDonald and Monda R. McDonald under Warranty Deed dated April 9, 1976, recorded at Book 585, Page 553, and being 1.3 acres shown on plan recorded at Plan Book 585, Page 553.

The property is conveyed subject to the following to the extent the same remain in force and affect the within described property:

BK 1360 PG 0997

1. Statement of Burleigh Placey and Catherine Placey relative to obligation to submit plans and specifications to the New Hampshire Water Supply and Pollution Control Commission prior to conveying a lot or constructing any private disposal systems, dated April 9, 1976, recorded at Book 585, Page 552.
2. Right of Easement granted by Burleigh Placey and Catherine Placey to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company dated December 9, 1976, recorded at Book 593, Page 624.
3. Right of Easement granted by Burleigh Placey to New Hampshire Electric Cooperative Inc. and New England Telephone and Telegraph dated August 28, 1996, recorded at Book 868, Page 126.
4. Current assessment and any lien for change of use tax which may arise.

For source of title see:

- a. Warranty Deed of Mary Gleason to Burleigh Placey and Catherine Placey as tenants in common, dated October 13, 1965, recorded at Book 491, Page 212;
- b. Affidavit of Monda McIntyre and Suzanne Fournier dated of even or near even date and recorded herewith;
- c. Warranty Deed of Burleigh R. Placey to Monda McIntyre and Suzanne Fournier dated March 4, 2002, and recorded at Book 988, Page 575.

THIS IS NOT HOMESTEAD PROPERTY.

EXECUTED this 14th day of October, 2012.

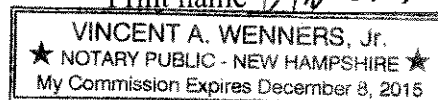
Monda Placey f/k/a Monda McIntyre
Monda Placey f/k/a Monda McIntyre

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

On this the 14th day of October, 2012, before me, the undersigned officer, personally appeared the above-named Monda Placey f/k/a Monda McIntyre known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purpose therein contained.

Vincent A. Weners, Jr.
Justice of the Peace/Notary Public
My Commission Expires _____

Print name VINCENT A. WENERS, JR.



BK1360PG0998

EXECUTED this 14th day of October, 2012.

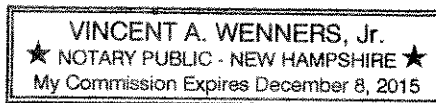
Suzanne Fournier
Suzanne Fournier

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 14th day of October, 2012, before me, the undersigned officer, personally appeared the above-named Suzanne Fournier known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purpose therein contained.

Vincent A. Wanners, Jr.
Justice of the Peace/Notary Public
My Commission Expires _____

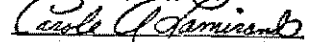
Print name VINCENT A. WANNERS, JR.



BK1360P60999

_____ of _____ documents
Tax Stamp: \$ 00.00
Recording Fee: \$ _____
L-Chip Surcharge: \$ 00.00

Return to:
Michael Ruedig, Esquire
Gallagher, Callahan & Gartrell
PO Box 1415
Concord, NH 03302

Doc # 0004444 Oct 5, 2012 11:44 AM
Coös County Registry of Deeds

Carole A. Lamirande, Registrar

Property in Stewartstown, Coös County, New Hampshire

Affidavit re Title

Now come **Suzanne Fournier**, of Londonderry, N.H. and
Monda McIntyre of Colebrook, N.H., who upon oath
depose and state as follows:

1. We are the owners of certain real property situate in the Town of Stewartstown, Coös County, New Hampshire, more particularly described in the Warranty Deed of Burleigh R. Placey to us dated March 4, 2002, recorded at Book 988, Page 575 (the "2002 Deed").
2. While the 2002 Deed recites that Burleigh R. Placey was the surviving joint tenant of Catherine M. Placey under a Deed of Mary Gleason dated October 13, 1965 recorded at Book 491, Page 212 (the "1965 Deed"), we have recently become aware that the 1965 Deed failed to recite that the property was acquired as joint tenants with rights of survivorship.
3. We, along with our father Burleigh R. Placey, were the sole heirs at law of our mother, Catherine Placey a/k/a Catherine M. Placey, who died June 16, 1994, and evidence of her death may be found in the First Circuit Court (Coös County), Probate Division file #314-2009-ET-6, wherein her Will is filed, although said Will was not proved and her Estate was not probated.
4. There is no other person who had or would have an interest in the property of the Estate of Catherine Placey.
5. The statements we are making herein are true and we understand that this Affidavit will be recorded in the Coös County Registry of Deeds and relied upon for title purposes.

BK 1360PG0995

Dated as of the 4th day of October, 2012.

Vincent A. Weners
Witness

Suzanne Fournier
Suzanne Fournier

Vincent A. Weners Monda McIntyre
Witness Monda McIntyre

State of New Hampshire
County of Hillsborough

The foregoing instrument was subscribed and sworn to before me this 4th day of October, 2012, by Suzanne Fournier.

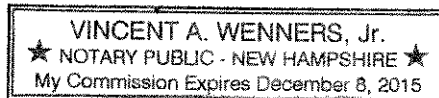
Vincent A. Weners
Justice of the Peace / Notary Public
My commission expires:
Seal or Stamp:



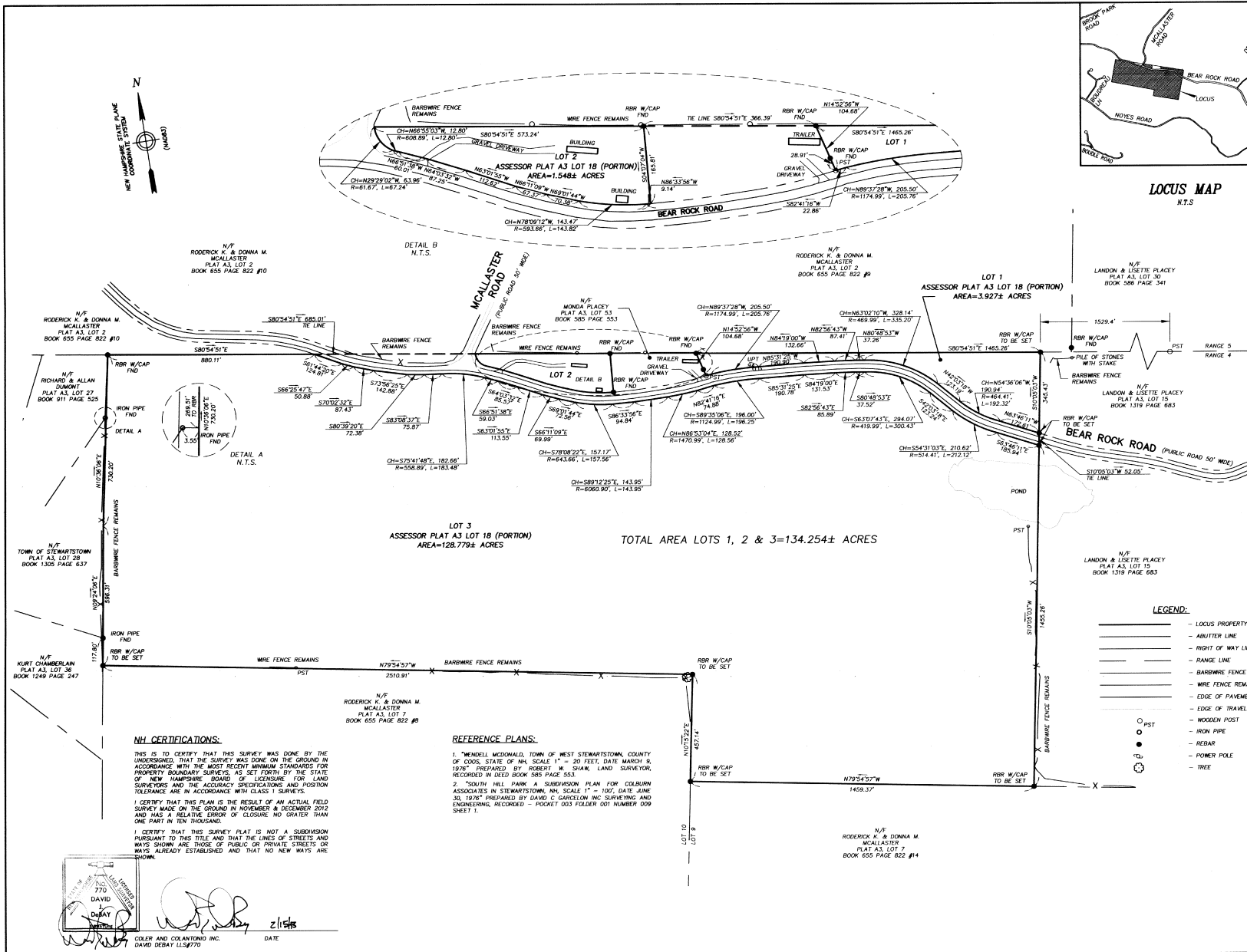
State of New Hampshire
County of Hillsborough

The foregoing instrument was subscribed and sworn to before me this 4th day of October, 2012, by Monda McIntyre.

Vincent A. Weners
Justice of the Peace / Notary Public
My commission expires:
Seal or Stamp:



BK1360PG0996



#3748

304 # 0000001 - Feb 26, 2013 10:57 AM
Coos County Registry of Deeds
Serge S. Carcaban
Treas. of Public Deeds Registrar

COLER & COLANTONIO
ENGINEERS AND SCIENTISTS

Tel: 603-232-8222
www.col-cos.com

TITLE:
PLAN OF LAND OF
RENEWABLE PROPERTIES, INC
IN STEWARTSTOWN, NH
(COOS COUNTY)
ASSESSOR PLAT A3 LOT 18
(PORTION)

CLIENT:
RENEWABLE PROPERTIES, INC
780 N. COMMERCIAL STREET
MANCHESTER, NH 03101

DATE: JANUARY, 2013
COMP/DESIGN:>NNL
CHECK:>NNL
DRAWN:AMP
SCALE: 1"=200'
JOB NO.: 15-560.00
DWG NO.: 15-560.01/0005
SHEET 1 OF 1

NH CERTIFICATIONS:

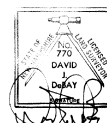
THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY THE UNDERSIGNED, THAT THE SURVEY WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE STATE OF NEW HAMPSHIRE BOARD OF LICENSED LAND SURVEYORS AND THE ACCURACY SPECIFICATIONS AND POSITION TOLERANCE ARE IN ACCORDANCE WITH CLASS 1 SURVEYS.

I CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND IN NOVEMBER & DECEMBER 2012 AND HAD A RELATIVE ERROR OF CLOSURE NO GREATER THAN ONE PART IN TEN THOUSAND.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

REFERENCE PLANS:

- "WENDELL McDONALD, TOWN OF WEST STEWARTSTOWN, COUNTY OF COOS, STATE OF NH, SCALE 1" = 20 FEET, DATE MARCH 9, 1976" PREPARED BY ROBERT W. SHAW, LAND SURVEYOR, RECORDED IN DEED BOOK 585 PAGE 553.
- "SOUTH HILL PARK A SUBDIVISION PLAN FOR COLBURN ASSOCIATES IN STEWARTSTOWN, NH, SCALE 1" = 100', DATE JUNE 30, 1976" PREPARED BY DAVID C. GARCELON INC SURVEYING AND ENGINEERING, RECORDED - PODEST 003 FOLDER 001 NUMBER 009 SHEET 1.



COLER AND COLANTONIO INC.
DAVID DEBAY LL5770

Conservation Easement Deed

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

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

**CONSERVATION EASEMENT DEED
With Grant of Access**

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

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

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

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

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

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

1. CONSERVATION PURPOSES

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

- A. To promote the conservation of forests, wetlands, natural watercourses, and wildlife thereon as documented in the baseline documentation report dated April 2016 entitled “Northern Pass Transmission Project Natural Resource Compensatory Mitigation Plan – Preservation Area N – Stewartstown, NH – Mitigation Baseline Report” (the “Report”), which Report is on file at the office of the Department of Environmental Services and is incorporated herein in full;
- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions;
- C. To promote the North Country Council’s goals of forest block protection and wetlands and wetland buffer protection;
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property, while allowing the reserved rights of Grantor as allowed under Section 3 hereof;
- E. The preservation of the land and the Haines Brook and Cedar Brook to which it provides access and on which it fronts, subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee;
- F. To maintain or enhance the water quality and aquatic and wildlife habitat of the Haines Brook and Cedar Brook, and other ground and surface water resources including wetlands, wet meadow/shrub wetland, cedar swamps, seeps, streams, riparian areas, ponds and aquifers on the Property;
- G. To protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas, including the nearby McAllaster Farm managed by the NH Society for the Protection of Forests;
- H. To permit recreational, scientific, and educational activities on the Property including, but not limited to, hiking, hunting, fishing, camping, cross country skiing, snowshoeing, horseback riding, snowmobiling, motorized bikes and small all-terrain vehicles (“ATVs”) consistent with the terms and conditions herein;
- I. To promote the conservation of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including potential marsh birds and northern long-eared bat habitat, and the long-term protection of the Property’s capacity to produce economically valuable forestry products, including timber, pulpwood, and other forest products.

The above Purposes are consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

"qualified organization," as such term is defined in Section 170(h)(3) of the Code.

2. USE LIMITATIONS

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

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

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

ii. Requirements for Forestry:

- a. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
 - "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 2004); and
 - "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.
- b. The following Forestry riparian buffer zones shall apply for Forestry activities and other tree cutting and removal operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as "water body or water bodies." Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps, Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. The maps included in the Report designate the approximate locations of the water bodies and riparian buffer zones.
 - i. Forestry riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
 - ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous

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

of the Grantor and the Third Party Holder, and the NH Fish & Game Department shall be permitted to provide the Third Party Holder with advisory comments and suggestions. The Management Plan shall not permit the Grantee to interfere with the Grantor's reserved rights set forth in Section 3.G. and Section 3.H. hereof.

- e. Said Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
- f. Said Management Plan shall include a statement of the objectives, and shall specifically address:
 - the accomplishment of those Purposes for which this Easement is granted, and
 - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions.
- g. At least thirty (30) days prior to any Forestry activities, the Grantor shall have received from the Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Management Plan, as described in 2.A.ii, a-d, above, has been prepared in compliance with the terms of this Easement. The Grantor may request the Grantee to submit the Management Plan itself to the Grantor within ten (10) days of such request, but acknowledges that the Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
- h. Forestry activities shall be conducted in accordance with said Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantor.
- i. Prior to conducting Forestry activities, in those areas proposed for the forest activities the riparian buffers shall be clearly marked by a licensed professional forester, or other qualified person approved in advance and in writing by the Grantor.
- j. In areas used by, or visible to the general public, such Forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Jones 1993), or similar successor publications.
- k. Notwithstanding any other provision of this Easement, Forestry shall be prohibited in any cedar swamp areas of the Property, which approximate locations thereof are designated in the Report.
- l. All costs related to the performance of any and all Forestry activities by the Grantee pursuant to the Management Plan shall be paid solely by the Grantee, and all profits from the Grantee's Forestry activities shall be deposited into the Grantee's stewardship fund and dedicated towards the perpetual stewardship of the Property.

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

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

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

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

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

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

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

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

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

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

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

3. RESERVED RIGHTS

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

A. The right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property or as expressly permitted pursuant to this Section 3, including but not limited to emergency rescue operations, Forestry, habitat management, and to control or remove non-native or invasive species. This provision is an exception to Section 2.H., above.

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

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

features, or similar items, or identifying the owner of the Property and the holder of this Easement.

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

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

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

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

H. The rights reserved to any and all holders, and their successors and assigns, of utility easements on the Property, as described on Appendix "A" hereto.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to the Property.

B. Except in connection with Grantee's Forestry activities on the Property, the Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the

conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer. If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction and venue shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

6. AFFIRMATIVE RIGHTS AND OBLIGATIONS OF GRANTEE

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

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

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

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

E. Notwithstanding any other provision of this Easement, and as required by the Clean Water Act Section 404 permit issued to the Grantor by the United States Army Corps of Engineers Permit No. _____ and NHDES Wetlands Permit No. _____, the Grantor shall attempt to identify a Replacement Grantee with more experience holding conservation easements in the State of New Hampshire. In the event that the Grantor within five (5) years from the date of this Easement finds another qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement (the "Replacement Grantee"), and the Third Party Holder consents in writing to such Replacement Grantee, the Grantee shall assign and transfer all of its rights, title and interest in and to this Easement and the then remaining balance of the Stewardship Fee (as hereinafter defined) to the Replacement Grantee within forty-five (45) days of receipt of notice from the Grantor requiring said assignment (the "Required Assignment"). The Grantor's right to require the Grantee to enter into the Required Assignment shall only be exercised once by the Grantor. From and after five (5) years from the date of this Easement, the Grantee's obligation to enter into the

Required Assignment shall terminate if prior written notice of such Required Assignment has not been received by the Grantee as required by this paragraph. The failure by the Grantee to timely enter into the Required Assignment with the Replacement Grantee shall be deemed to be a breach of this Easement by Grantee.

7. RESOLUTION OF DISAGREEMENTS

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

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

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

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief

from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

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

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

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

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

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

F. The Grantee’s rights under this Section, “Breach of Easement...,” apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, “Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee’s rights hereunder.

G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, “Breach of Easement...,” both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving

either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

9. THIRD PARTY RIGHT OF ENFORCEMENT

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

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

10. AMENDMENT

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

11. NOTICES

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

12. SEVERABILITY

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

13. EXTINGUISHMENT & CONDEMNATION

A. Extinguishment. If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and venue. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. below. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.

B. Condemnation. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or

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

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

14. ADDITIONAL EASEMENT

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

15. MERGER

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

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

[Signature Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

GRANTOR:

RENEWABLE PROPERTIES, INC.

By: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED BY GRANTEE:

EVERSOURCE ENERGY LAND TRUST, INC.

By: _____
Title: _____

STATE OF _____
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

Third Party Holder Accepted by the State of New Hampshire on this ____ day of _____, 20__:

Thomas Burack, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

APPENDIX A LEGAL DESCRIPTION

Certain real property, with the improvements thereon, in the Town of Stewartstown, in the County of Coos, in the State of New Hampshire, bounded and described as follows:

Being certain parts of Lots numbered ten (10) in the Range Three (3) and certain parts of Lots numbered nine and ten (9 and 10) in Range Four (4), of lots in the Town of Stewartstown, in the County of Coos, in the State of New Hampshire, and bounded as follows:

On the north by land owned by the McAllister brothers; on the east by land owned by Albert Lovering; on the south by land of said McAllister brothers and Andrew McConnell; certain parts herein described consisting of approximately one hundred fifty-two (152) acres.

EXCLUDING, however, the real property conveyed by Burleigh R. Placey and Catherine Placey to Wendell C. McDonald and Monda R. McDonald under Warranty Deed dated April 9, 1976, recorded at Book 585, Page 553, and being 1.3 acres shown on plan recorded at Plan Book 585, Page 553, and being 1.3 acres shown on plan recorded at Plan Book 585, Page 553.

SUBJECT to the following to the extent the same remain in force and affect the within described property:

1. Statement of Burleigh Placey and Catherine Placey relative to obligation to submit plans and specifications to the New Hampshire Water Supply and Pollution Control Commission prior to conveying a lot or constructing any private disposal systems, dated April 9, 1976, recorded at Book 585, Page 552.
2. Right of Easement granted by Burleigh Placey and Catherine Placey to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company dated December 9, 1976, recorded at Book 593, Page 624.
3. Right of Easement granted by Burleigh Placey to New Hampshire Electric Cooperative Inc. and New England Telephone and Telegraph dated August 28, 1996, recorded at Book 868, Page 126.
4. Current assessment and any lien for change of use tax which may arise.

Meaning and intending to describe the same premises conveyed to Renewable Properties, Inc. by Monda Placey, f/k/a Monda McIntyre, and Suzanne Fournier by Warranty Deed dated October 4, 2012, and recorded in the Coos County Registry of Deeds in Book 1360, Page 997.

The above-described premises are further subject to any and all other rights, easements, conditions, restrictions, reservations and/or other matters of record.