

Northern Pass Transmission Project

Natural Resource Compensatory Mitigation Plan

Prepared For:
Northern Pass Transmission, LLC
and
Public Service Company of New Hampshire
d/b/a Eversource Energy

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A – Baseline Documentation Reports

B – Eversource Land Trust Letter

C – Best Management Practices: ROW Vegetation Management in Pitch Pine/Scrub oak Barrens Habitat

1.0 Introduction

This report describes the compensatory mitigation plan developed to compensate for unavoidable impacts to wetlands and other natural resources associated with the Northern Pass Project. This report supplements wetland-related reports and applications submitted to the NH Department of Environmental Services and US Army Corps of Engineers for Northern Pass in October 2015, including the NHDES Wetland Application, the US Army Corps of Engineers 404/10 Application, the Wetland, Stream and Vernal Pool Technical Report, and the Natural Resource Mitigation Plan. Those documents included details regarding the location and quality of wetlands in the project area, impact avoidance and minimization, and quantity and type of unavoidable impacts.

The compensatory mitigation plan described below fully considers the mitigation guidance and stated preferences of the state and federal wetland permitting agencies for “in-kind” and “in-place” mitigation for wetland impacts, i.e., replacing wetland hydrogeomorphic types, features, and wetland functions in the same towns and watersheds as the impacts, to the extent possible. The federal agencies responsible for federal wetland permits in New Hampshire have a soft preference for mitigation through in-lieu fee payments, while the New Hampshire DES Wetlands Bureau requires applicants to first consider other permittee-responsible mitigation options, in particular local restoration or preservation priorities identified through outreach to municipal conservation commissions. Northern Pass conducted a substantial outreach effort to local land trusts, municipalities, local river advisory committees and others to identify potential projects that would address Project-specific impacts. While a number of projects were suggested by local entities and discussed with NHDES, USEPA, and USACE, none were determined to be a suitable match for the Project. The outreach effort and the suggested projects are summarized in Appendix D of the Natural Resource Mitigation Plan that was submitted with the State and Federal Wetland Permit Applications in October 2015. In addition, no on-site wetland restoration or establishment opportunities were found on lands owned by Northern Pass or Eversource. There are also no mitigation banks currently available for commercial use in New Hampshire. Northern Pass has developed a mitigation package that includes a combination of land preservation and in-lieu fee payments to the Aquatic Resource Mitigation (ARM) fund based on impacts within HUC 8 watersheds, which exceeds all wetland mitigation requirements. In addition, the preservation parcels offer opportunities to manage and even enhance wildlife habitat to mitigate both Project-related habitat effects, and the consequences of land management decisions by previous landowners. The two main mitigation package elements, land preservation and ARM fund payment, are discussed in more detail below.

2.0 Land Preservation

The mitigation package includes approximately 1,627 acres of conservation land (not including the proposed ROW or transition stations which are present on some parcels) divided among eight sites comprised of 17 parcels of varying dimensions with numerous wetlands in various landscape positions, beaver flowage wetlands, floodplains, perennial and intermittent streams and riparian areas, vernal pools, and connectivity with adjacent conservation lands. Six of the

preservation sites are located in Coös County. These sites also provide corridors for lynx, marten and other wildlife, large forest blocks for forest breeding birds, high elevation habitat, beaver flowage and floodplain wetlands, and river frontage. These six sites are located adjacent to or near other undeveloped land with recreational trails, hiking, camping, hunting and fishing opportunities, which are important economic drivers for this region of the state. The other two sites are located in southern New Hampshire. The site in Pembroke contains a unique landscape of well-managed mixed forest surrounding vernal pools and a beaver flowage wetland along a perennial stream. The other parcel is located within the Concord Pine Barrens adjacent to the US Fish and Wildlife Service's Karner Blue Butterfly Refuge. This 6.9 acre site will provide an opportunity to increase habitat for Karner blue butterflies and other rare lepidoptera. This parcel is included in the mitigation package specifically for wildlife habitat conservation. .

Preservation of applicant-identified land (by conveying conservation easements or fee ownership of parcels) that meets wetland regulatory specifications is a primary focus of the Northern Pass mitigation package for several reasons.

- 1) The greatest Project-related impacts are secondary impacts associated with wetland conversion and stream and/or vernal pool buffers, and protecting buffers and forested wetlands would be appropriate in-kind mitigation;
- 2) Preservation also brings an opportunity to mitigate for wildlife habitat impacts, and to manage and enhance the value of existing conservation land in close proximity to the Project; and
- 3) Most of these preservation parcels are located in the same watersheds and towns where the greatest quantity of secondary wetland and wildlife habitat impacts will take place. Many of these parcels also specifically address local and regional conservation goals, including those in the Wildlife Action Plan (2015 WAP). The proposed mitigation sites include approximately 700 acres of Highest Ranked Habitat in State or Region.

The total acreage proposed for preservation (not including the project ROW and transition station footprints on those sites that would include such facilities) is approximately 1,627 acres. This greatly exceeds the 15:1 federal compensatory mitigation ratio (and 10:1 state ratio) for all wetland impacts on the Project (which would require preservation of 460.5 acres). The preservation sites are located in the Upper Connecticut and Merrimack River HUC 8 watersheds. Impacts in the Pemigewasset, Piscataqua-Salmon Falls, Upper Androscoggin, and Waits watersheds will be addressed through the ARM fund (see Section 3).

2.1 Preservation Land Values

As noted above, the proposed preservation lands will compensate for many of the wetland impacts and for wildlife habitat conversion within the same watersheds as the conservation lands. Table 1 lists the sites included in the mitigation package. Each mitigation site is comprised of one or more parcels that have been evaluated for natural resource values. A

baseline documentation report (BDR), including a map set, photos, easement deeds, survey plans, and field notes for each of these sites is attached (Attachment A). In most cases, detailed resource mapping was not conducted, but GIS and aerial photo review and some level of field reconnaissance was conducted as agreed to by NHDES during pre-application meetings. NHDES and the USACE also visited most of these sites with Normandeau Associates in 2016. Some of the selected sites may be divided into management units to accommodate specific objectives, potentially including recreational opportunities and forest management. Management plans will be subject to state and federal agency approval.

Wetlands and Vernal Pools

Several of the mitigation sites (particularly A, B, N and Z3) have multifunctional wetlands, including one or more of the following: peatlands; beaver flowages with shallow and deep marshes for marshland birds; floodplains with oxbow wetlands; forested wetlands; and vernal pools. These wetlands more than compensate for the principal functions of the impacted wetlands, in particular providing groundwater recharge, floodflow alteration, sediment retention, shoreline stabilization, wildlife habitat, and production export functions. Most of the other sites have forested seepage wetlands similar to the impacted wetlands along the project corridor. Table 2 summarizes the wetland functions and values of the seven non-pine barren sites. Many of the wetlands have adjacent upland buffers exceeding 100 feet in width. The initial estimated wetland quantity on the preservation parcels is over 200 acres, based on delineations within the proposed or existing ROW, and remote sensing. If total wetland area was extrapolated from mapped locations, the quantity would be substantially higher, as it would include forest seeps and other wetlands not readily discernible from aerial photos. This will more than compensate for the 11 acres of project-related, unavoidable, permanent, and secondary wetland impacts within those same HUC 8 watersheds. The remaining unavoidable wetland impacts within the rest of the project area (approximately 20 acres) will be addressed through an ARM fund payment (see Section 3.0).

Streams

The preservation sites include several perennial streams and frontage on large rivers. Site A contains over 1,800 feet of Hall's Stream in Pittsburg (both banks); Site B has over 4,800 feet of frontage on the Connecticut River in Pittsburg; Site C includes over 2,400 feet of Favreau Brook in Clarksville; and Site N includes about 3,800 feet of Cedar Brook in Stewartstown. Site K includes almost the entire headwaters of a tributary to Roaring Brook, which flows into the Mohawk River. Many of the sites contain other un-named perennial and intermittent streams. Although permanent project impacts to streams are minimal, shoreland buffers along streams and rivers are considered important wildlife habitats, help protect water quality, contribute favorably to any conservation project, and are frequently under greater threat of development.

Table 1. Mitigation Parcels for Northern Pass

Parcel Information					Mitigation Values			Anthropogenic Features			Ownership/Management	
Mitigation Site Town/Parcel LL#/ Tax Map and Lot	Cover Types	Max Elevat. (ft)	Watershed HUC 8	Acres*	Major Natural Features	Regional/Local Goals Met	Project-Specific Goals Met	T- Line	Other Structures	Development/ Mgmt Threats	Easement Holder and Stewardship	Reserved Rights and Management*
A Pittsburg/167,168,1 71/ Tax Map A1 lots 6W-2, 6W-5, and 6E-1 Hall Stream Road	Hemlock- Hardwood-Pine, Grasslands, Wet Meadow/Shrub Wetland, Northern Hardwood-Conifer, peatland, lowland spruce-fir	1,160	Upper Connecticut 01080101	51.3 (46.5)	Hall Stream, floodplain, oxbow wetlands, wet meadow/shrub wetland; vernal pools; agricultural land; Nearby from NHNHB: Vasey's pondweed, satiny willow; Highest Ranked Habitat	NCC: River corridor protection, rural farm protection, wetland buffer protection WAP: Protect Riparian/shoreland habitat	High quality wetlands with 100-ft buffer; peatland; stream/ floodplain/buffer protection; agricultural land; vernal pool/buffer protection; potential marsh bird habitat and northern long-eared bat habitat.	X	Existing distribution line and Underground gas line present	Upland Frontage on Hall stream Road with residential development potential. Unauthorized ATV use.	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none">• Allow cont. farming of hayfield;• Allow new ATV trail on LL171;• Block ATV trails in floodplain wetlands;
B Pittsburg/200, 200.01, 201, 202, 158, and 158.01/ Tax Map A1 lots 28, 29, and 29-2. Beecher Falls Road	Northern Hardwood-Conifer, Lowland Spruce- Fir, Hemlock- Hardwood-Pine, Forested Floodplain, Wet Meadow/Shrub Wetland, Grassland	1,850	Upper Connecticut 01080101	567 (549.7)	Ridge, rich woods, seeps, Rich Mesic Forest, CT River edge, oxbow pond; Nearby from NHNHB: satiny willow, northern white cedar seepage forest, satiny willow, Calcareous sloping fen system; Highest Ranked Habitat	NCC: River corridor protection, Forest block protection, wetland buffer protection WAP: Protect Riparian/ shoreland habitat and other wildlife corridors; Protect unfragmented blocks	High quality wetlands with 100-ft buffer; stream/ floodplain/buffer protection. Potential northern long-eared bat habitat. Across CT River from SPNHF land	X	ATV trail to remain; 1 transition station and a temporary access road planned	Frontage on Beecher Falls Road (Old Canaan Road)with residential development potential	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none">• Allow forest mgmt. on LL158 and 200 w/ DWA& MCA protection• Allow existing snowmobile trail on LL158 to remain• Allow new ATV trails on LL158 and 200;• Protect shoreline parcels;
C Clarksville/402, 404/Tax Map R2 Lot 79 and Map R7 Lot 2. 103 Haynes Road	Lowland Spruce- Fir, Northern Hardwood-Conifer, Wet Meadow/Shrub Wetland	1,750	Upper Connecticut 01080101	161.3 (153.1)	Mapped Deer Wintering Area, lowland spruce-fir forest, northern hardwood-conifer, wet meadow, shrub wetland, old field, orchard, small pond, Favreau Brook, Highest Ranked Habitat. Nearby from NHNHB: satiny willow, rich mesic forest, northern white cedar seepage forest, Calcareous sloping fen system	NCC: Forest block protection. WAP: Protect unfragmented blocks	Protection of : Deer wintering area; northern long-eared bat habitat; forest migratory bird habitat; contiguous forest block; Perennial stream/buffer; wetlands and 100ft buffer	X	House, camp and barn (to be removed); existing snowmobile trail to remain	Parcel has redevelopment potential and road frontage	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none">• Allow forest mgmt. on LL402 and 404;• Allow existing snowmobile trail on LL404 to remain• Allow new ATV trail on northern edge of 404 and 402• Prevent ATVs from sensitive areas• Remove all buildings.
E Clarksville/424/Tax Map R3 Lot 23. Rte 145 and Wiswell Road	Grasslands, Lowland Spruce- Fir, Northern Hardwood-Conifer, Wet Meadow/Shrub Wetland	2,320	Upper Connecticut 01080101	215.5 (211.3)	Half old field, half regenerating lowland spruce-fir/northern hardwood-conifer. From NHNHB Nearby: lesser tussock sedge, Taiga bluet, greater yellow lady's slipper, common loon, showy lady's	NCC: Forest block protection, wetland buffer protection WAP: Protect unfragmented blocks	Threatened/endangered species, wetlands, and buffer protection; regenerating forest northern harrier/kestrel habitat; wetlands with buffer protection	X	Transition Station 4 and underground cable crossing planned	Frontage on Rte 145 and Wiswell Road, residential development potential	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none">• Manage eastern half as early successional habitat with F&G;• Allow forest mgmt. on western half• Allow new ATV

Parcel Information					Mitigation Values			Anthropogenic Features			Ownership/Management	
Mitigation Site Town/Parcel LL#/ Tax Map and Lot	Cover Types	Max Elevat. (ft)	Watershed HUC 8	Acres*	Major Natural Features	Regional/Local Goals Met	Project-Specific Goals Met	T- Line	Other Structures	Development/ Mgmt Threats	Easement Holder and Stewardship	Reserved Rights and Management*
					slipper, ovoid spikesedge, Lyre-tipped spreadwing, tufted yellow-loosestrife, black meadowhawk, marsh valerian, northern white cedar–balsam fir swamp. Highest Ranked Habitat							trail on northern edge
K Dixville/ Columbia/ 11007, 15010/ Tax Map Dixville 1626 lot 4; Columbia Map 426 Lot 11	High Elevation Spruce-Fir, Lowland Spruce- Fir, Northern Hardwood-Conifer	2,880	Upper Connecticut 01080101	444.2	High elevation, Adjacent to Nash Stream Forest and SPNHF conservation land; Nearby from NHNHB:: brook lobelia, broad-leaved twayblade	NCC: Forest block protection; WAP: Protect unfragmented blocks	Wetland preservation and buffer protection, Contiguous conservation land, high elevation; potential moose concentration, northern long-eared bat, three-toed woodpecker, lynx, and marten habitat.		none	Adjacent to Balsams expansion area, including new planned ski trails; wind development potential	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none"> No forest mgmt. above 2,500 ft unless requested by F&G Allow forest mgmt. below 2,500 ft Prohibit wind turbines Prohibit ATV trails
N Stewartstown/ 10665/ Tax Map A3 Lot 18. Bear Rock Road	Lowland Spruce-Fir, Northern Hardwood-Conifer, Wet Meadow/Shrub Wetland	1,850	Upper Connecticut 01080101	128.7	Cedar Brook beaver wetland complex; adjacent forest cleared (early successional). Nearby From NHNHB: golden-fruited Sedge, northern harrier, brook lobelia, few-flowered spikesedge, Calcareous sloping fen system. Highest Ranked Habitat	NCC: Pond, wetland, and upland buffer protection	High value wetland (marsh/shrub and WAP Tier 1 Highest Ranked habitat) and buffer present; stream and buffer; potential habitat for northern long-eared bat and marsh birds.		Existing Snowmobile trail present and will remain	Residential development potential	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none"> Allow forest mgmt. in uplands Allow use of existing snowmobile trail Protect cedar swamps and wetlands No new trails
Z1 Concord/8259 /Tax Map 111 Block G1/ Lot 4 60 Regional Drive	Pine Barrens	365	Merrimack River 01070006	6.9	Pine barrens is Highest Ranked Habitat in Region	USFWS/NHF&G Karner blue butterfly conservation; WAP; CNHRPC: conserve high ranking habitats	To be managed as habitat for Karner blue butterfly frosted elfin, Persius duskywing, pine pinion moth;		Existing foundation (to be removed) Existing utility ROW on western edge (unused)	Commercial/ Industrial parcel with high development potential.	Ultimate owner/ easement holder TBD. Management by NHF&G	<ul style="list-style-type: none"> Manage for Karner blue butterfly Plant wild lupine
Z3 Pembroke/8981/Tax Map 260 Lot 38 552-578 Sixth Range Road	Hemlock- Hardwood-Pine	650	Merrimack River 01070006	91.7 (86.6)	Well-managed hardwood/pine forest with vernal pools, perennial streams, and a beaver pond/marsh; Highest Ranked Habitat	CRPC: Preserve open space outside the urban growth boundary to limit growth and wetland conservation	Wetland and buffer protection; stream and buffer protection; Vernal Pool and buffer protection	X	None	Frontage on Brush Road and Sixth Range Road with residential development potential	Eversource Land Trust, with transfer to local easement holder anticipated.	<ul style="list-style-type: none"> Allow forest mgmt.
			Total acres*	1,666.6 (1,627)								

* Total acres, and acres with ROW and Site developments subtracted (in parentheses).

Table 2. Preservation Sites by Watershed and Wetland Functions/Values (excluding Z1, Pine Barrens site).

Mitigation Site	Identifier	Approx. Area (acres)*	HUC 8 Watershed	Preservation Area by Watershed (acres)	Approx. Wetland Area (acres) and Principal Functions and Values
A	Halls stream	47	Upper Connecticut	1,529	38 acres GWR, FFA, SFH, SSS, PE, WH, REC, UH
B	CT River	550			45+acres GWR, FFA, SFH, SSS, PE, WH, REC, UH
C	Deer Wintering Areas	153			53+ acres GWR, PE, WH
E	Wiswell Rd old field	211			7+acres No principal F&V
K	High Elevation	444			34 acres F&V TBD
N	Cedar Brook	129			20+ acres GWR, FFA, STR, NR, PE, WH
Z3	Pembroke Timber	87	Merrimack River	87	4.6 acres STR, NR, PE, WH
Total Preservation Area (acres)		1,621		1,621	Approx. 200 acres

*With ROW and site developments subtracted

Uncommon Plant Communities

Site A includes a good quality Northern White Cedar-Balsam Fir Swamp (S2) with dense conifers. This plant community will not be substantially affected by the proposed ROW. Site B includes a Northern Hardwood Seepage Forest (S3), which has somewhat calcareous soils which support less common species of plants, such as white baneberry (*Actaea pachypoda*), blue cohosh (*Caulophyllum thalictroides*) and silvery false spleenwort (*Deparia acrostichoides*). Additionally, RTE plant surveys in 2014 identified the state watch list species swamp buttercup (*Ranunculus caricetorum*) and wild leek (*Allium tricoccum* var. *tricoccum*). The plant community on Site B will be partially impacted by Transition Station 1 and the proposed ROW, but over 25 acres will remain. Site N includes two S2-ranked natural communities: a very good quality Northern White Cedar-Balsam Fir Swamp, and a Northern Hardwood-Black Ash-Conifer Swamp, both of which border Cedar Brook.

Site Z1 is a 6.9-acre early successional Pine Barrens community with potential value for threatened and endangered lepidoptera, including Karner blue butterfly, pine pinion moth, Persius dusky wing skipper, and frosted elfin. It is adjacent to the existing Karner blue butterfly National Wildlife Refuge. An existing concrete foundation on the parcel will be removed, and then the site will be managed by NH Fish and Game (NHF&G) for Karner blue butterflies. This parcel does not contain wetlands or wetland buffers, but will address construction impacts to the state and federally-listed endangered Karner blue butterfly through conservation measures, in accordance with Section 7 of the federal Endangered Species Act. Conservation measures addressing Karner blue butterfly impacts from post-construction ROW maintenance in the Concord and Pembroke pine barrens are detailed in Best Management Practices: ROW Vegetation Management in Pitch Pine/Scrub oak Barrens Habitat (Attachment C). These practices will both reduce mortality of Karner blue butterflies and enhance the habitat within the ROW for this species and other state-listed species, and satisfy Section 7 requirements for the post-construction period.

Large, Forest Blocks

Sites B, C, E and K have large blocks of spruce-fir and/or hardwood forest with suitable habitat for the northern long-eared bat, Eastern pipistrelle, lynx, marten, and migratory forest breeding birds, among other forest species. Site Z3, which is 92 acres in size, also provides good forest habitat, potentially benefitting northern long-eared bats, reptiles, and amphibians in southern New Hampshire. Bobcat tracks were observed on Site Z3, and the forestland buffers several vernal pools.

Open Field and Shrubland

The project is expected to have a long-term beneficial effect on field and shrubland breeding birds, through the addition of new ROW, and inclusion of Sites A, C and E in the preservation package. The ROW and parcels include managed and unmanaged open field and shrubland of potential value for kestrel, harrier, woodcock, and other grassland and shrubland breeding birds.

Deer Wintering Areas (DWAs)

Site C includes a mapped (by NHF&G) deer wintering area (DWA) that is approximately three times larger than the 28 acres of clearing required for Northern Pass in known DWAs. Site B contains a DWA that was not previously mapped, but Normandeau biologists noted clear evidence of winter use by white-tailed deer, which was confirmed by NHF&G.

High Elevation Forest

Site K includes approximately 220 acres of forest land above 2,500 feet in elevation, and approximately 77 acres of that land is above 2,700 feet. This will compensate for 10 acres of high elevation forest clearing for the ROW, and likely includes moose concentration areas, marten and lynx habitat, and high elevation bird habitat.

Highest Ranked Habitats

The preservation sites overlap approximately 700 acres of Highest Ranked Habitat in State and Region as mapped by the Wildlife Action Plan (2015).

2.2 Development Threats

Sites A, B, C, E, N and Z3 have upland frontage on local roads with ideal residential or commercial development potential. Site K is located on a high ridge with wind energy potential, and is adjacent to the proposed Balsams redevelopment properties, including the ski expansion area. These parcels will be protected from such development threats. The current threat level may increase as Northern Pass opens opportunities for wind energy transmission and potentially other local energy generation opportunities by upgrading the Coös Loop. Northern Pass is also expected to have a positive effect on economic development through lower energy prices, which could increase development pressure in general. In addition, many forests in Coös County undergo short rotation harvests, which benefit some wildlife species, but adversely affect others and may be detrimental to long-term forest health and watershed integrity. Preservation of these parcels will require thoughtful forest management based on wildlife and watershed sensitivities. Finally, preservation and management also provide an opportunity to control unregulated ORV use and reroute existing trails to less sensitive areas. Currently, Sites A, B, C and K have well developed ATV, snowmobile, and/or logging trails that could (or do) invite additional unauthorized travel in potentially sensitive locations. These sites could benefit from additional signage, outreach to trail users, trail relocations, and/or barriers. There is an interest in maintaining an option to develop trails on some mitigation parcels where this could be done without impacts to sensitive natural communities.

2.3 Parcel Deeds, Easements and Stewardship Funds

Deeds for all eight preservation sites are included in the BDRs (Attachment A). Northern Pass worked to identify third party easement holders for the mitigation sites, or entities to acquire the fee interest in conservation parcels. It is currently expected that the conservation easement

in the pine barrens (Site Z1) would likely be conveyed to a natural resource agency or organization, with Karner blue butterfly management responsibilities to NHF&G. As the lead federal agency for the Northern Pass Project, the Department of Energy is ultimately responsible for coordinating with the USFWS to comply with Section 7 of the Endangered Species Act, and Northern Pass will continue to support this process. We expect that the inclusion of Site Z1 in the mitigation package, along with funding for Karner blue butterfly habitat management (amount to be determined), and a specific ROW management plan for the Pine Barrens area (Attachment C) will more than compensate for species impacts, and provide a net benefit to species conservation.

At this point in the permitting process, Northern Pass has identified one willing easement holder, the Eversource Land Trust, Inc. (ELT), for the other parcels (Attachment B). ELT is a land trust created by Northeast Utilities (now part of Eversource Energy) in 2012 to promote the preservation of open spaces in New England. ELT now holds conservation easements in Connecticut and Massachusetts, including easements associated with mitigation parcels that were approved by the US Army Corps of Engineers. ELT has agreed to act as an interim easement holder until permanent easement holders with more local interests are identified. In particular, for parcels that are located adjacent to existing conservation lands, the adjacent easement holder will be given priority consideration as the long-term steward for the Northern Pass parcel. We expect that the mitigation parcels will be formally presented to the ELT board of directors in January 2017.

Proposed conservation easement deeds for the Northern Pass mitigation sites are also included in the BDR for each site (except for Site Z1, which is still in progress) (Attachment A). The easement deed language is acceptable to ELT and is similar to examples provided to Northern Pass by NHDES. These conservation easement deeds include some reserved rights, and require that management of the sites be conducted under site specific management plans approved by NHDES. We expect that the management of Site Z1 – Pine Barrens, will be similar to the management plans that NHF&G developed for adjacent Karner blue butterfly habitats (Attachment A). We also expect that the interim easement holder for the other mitigation sites will participate with Northern Pass in developing management plans for each site. These plans will identify locations where certain activities (forestry, agriculture, trails, etc.) can take place, as well as locations where activities should be restricted to protect sensitive natural resources.

2.4 Parcel (and ROW) Survey and Management

Surveys have been completed for all mitigation sites, some of which were recently performed by Northern Pass. These are included in the BDR for each site (Attachment A). Northern Pass has also conducted Phase I Site Assessments on all of the mitigation sites. Information on observed site boundaries and other features identified during these surveys has been included in the baseline reports.

Pre-application meetings and consultations with state and federal agencies were held to discuss the mitigation of Project-related impacts, as well as the priorities identified in the WAP. Managing relatively large forested areas with minimal tree cutting and long rotations will increase the wildlife mitigation value of forested parcels over time, particularly given that trees will be cut on most private and many public lands across the north country, often with short timber rotations, and uncut, mature, and over mature forest stands will continue to be relatively rare. Many high elevation wildlife species are known to depend on mature forests, and these are the public lands most likely to be left uncut. Mature forests at lower elevations may be very uncommon now and in the future, making this type of resource especially valuable. Northern Pass is supporting forestry, economic development, clean energy innovations, community investment, and tourism in the north-country through their Forward NH Plan, which will not compromise the conservation priorities on the 1,533 acres of mitigation proposed in Coös County.

The mitigation approach includes expectations for preservation site management and ROW management that directly support the priorities of the WAP:

- Management of the ROW and portions of Sites A, C and E as grassland and shrubland, benefiting migratory songbirds, and potential populations of wood turtles, and coordinating management needs at specific locations with NHFGD and NHNHBB. Existing agreements with local farmers will be maintained if consistent with management objectives;
- Establishing moderately tall-canopy connections across the ROW where possible, to enhance travel between habitats of value, such as deer wintering areas, large forest blocks, known travel corridors, etc. These areas are most easily located in ravines where slightly taller trees can be accommodated without safety issues, and could be maintained permanently in accordance with Company policy and regulatory compliance. Such locations have been identified on Sites B and C.
- Managing portions of Sites B, C, and K for the development of late successional forest, which benefits marten, three-toed woodpecker, spruce grouse, deer, moose and bear and many invertebrates.
- Managing the proposed pine barrens site in Concord as habitat for Karner blue butterfly, to mitigate impacts under the Endangered Species Act, and benefiting a suite of rare lepidoptera, and potentially other species such as common nighthawks, whip-poor-wills, wild lupine, hognose snakes, and other species.
- Managing the Eversource ROW in the pine barrens of Concord and Pembroke to optimize habitat for the suite of unique pine barrens wildlife and plant species.
- Identifying locations where existing recreational trails should be shifted to avoid sensitive natural resources.

Draft management plans will be developed for each of the mitigation sites after the permitting process. These will be reviewed with state and federal resource agencies and finalized prior to implementation.

3.0 Payment to the Aquatic Resource Mitigation (ARM) Fund

A payment to the NH ARM fund will also be made to cover impacts in locations without proposed conservation lands. Wetland impact area calculations were entered into the on-line calculator for the NH in-lieu-fee program, called the ARM fund (separately for each of the towns/cities in the project area). Table 3 summarizes the total payments by town that would be expected without consideration of the other portions of the proposed mitigation package. This figure can provide a sense of the magnitude of the mitigation requirements associated with the project. Through consultations with state and federal regulatory agencies, it was determined that a payment to the ARM fund could be used in watersheds with no preservation proposed. The ARM fund payment will be used to mitigate impacts primarily in the towns and watersheds in central and southern parts of the project area where few or no conservation parcels are proposed, and no other suitable local projects were identified.

There are substantial preservation sites in Pittsburg, Clarksville, Stewartstown, and Dixville that will sufficiently mitigate wetland impacts for towns in the same HUC 8 Upper Connecticut watershed, including Lancaster, Stark and Northumberland, and for most of the general wildlife habitat impacts. Conservation lands in Pembroke will also mitigate for impacts in towns in the Merrimack River watershed. ARM fund payments are proposed for the remaining towns with unavoidable permanent or secondary wetland impacts. Based on these calculations, the ARM fund payment portion of the mitigation package will be \$3,379,281 assuming that the preservation package is finalized (Table 4).

Table 3. ARM Fund Calculation Results for the Northern Pass Project by Town

Town	Secondary Impacts						Permanent wetland Impacts (sq ft)	Total impacts for mitigation (sq ft) (Secondary + Permanent)	Total ARM Fund Payment (in dollars)
	Forested Wetland Conversion - existing ROW (sq ft)	Forested Wetland Impact - (15% (existing ROW) or 20% (new ROW) of total area)	Stream and VP Buffer clearing - existing ROW (sq ft)	Stream and VP Buffer Impact - (15% (existing ROW) or 20% (new ROW) of total area)	Temporary Impacts to Deep Organic Soils (sq ft)	Organic Soils Impact (5% of total area)			
Allenstown	386	58	26,069	3,910	57,416	2,871	148	6,987	\$25,959.02
Ashland	3	1	18,360	2,754		0		2,755	\$10,819.73
Bethlehem		0	399	60	116,964	5,848	16,908	22,816	\$80,634.12
Bridgewater	72,103	10,815	86,074	12,911		0	50	23,776	\$93,448.00
Bristol	23,747	3,562	91,144	13,672		0	64	17,297	\$67,641.20
Campton		0	0	0		0		0	
Canterbury	3,804	571	41,011	6,152	22,089	1,104	42	7,869	\$28,625.53
Chester		0	0	0	9,935	497		497	\$1,932.21
Clarksville	136,245	27,249	77,606	15,521		0	101	42,871	\$150,848.12
Concord	704	106	18,931	2,840	110,513	5,526	501	8,972	\$41,174.36
Dalton		0	386	58	54,198	2,710	369	3,136	\$11,170.81
Deerfield	68,939	10,341	131,784	19,768	214,212	10,711	29,134	69,953	\$262,852.69
Dixville	469,051	93,810	1,259,159	251,832		0	421	346,063	\$1,215,869.25
Dummer	3,927	589	9,091	1,364	84,504	4,225	1,035	175,600	\$616,957.45
	475,192	95,038	366,742	73,348					
Easton		0	0	0		0		0	
Franconia									
Franklin	3,674	551	78,387	11,758	89,460	4,473	381	17,164	\$65,247.22
Hill		0	18,355	2,753	295	15	13	2,781	\$9,904.02
Lancaster	5,008	751	16,905	2,536	346,675	17,334	1,356	21,976	\$78,647.68
Londonderry	3,035	455	26,373	3,956		0	4,383	8,794	\$42,451.01
Millsfield	399,583	79,917	738,241	147,648		0	694	228,259	\$801,973.60
New Hampton	3,622	543	108,030	16,205		0	88	16,836	\$61,884.08
Northfield	182	27	25,213	3,782		0	7	3,816	\$13,944.70
Northumberland	14,821	2,223	47,433	7,115	269,197	13,460	1,164	23,961	\$84,692.61
Pembroke	319	48	41,360	6,204		0	199	6,451	\$25,708.87
Pittsburg	261,133	52,227	67,091	13,418		0	46,548	112,193	\$395,383.65
Plymouth									
Raymond		0	0	0	3,583	179		179	\$736.76
Stark	922	138	73,553	11,033	81,529	4,076	1,391	16,638	\$68,547.36
Stewartstown	623,188	124,638	106,237	21,247		0	433	146,318	\$517,577.73
Sugar Hill		0	0	0		0		0	
Thornton		0	0	0		0		0	
Whitefield		0	3,334	500	384,278	19,214	2,641	22,355	\$80,141.68
Woodstock		0	0	0		0		0	
Total (SF)	2,569,589	503,658	3,477,268	652,344	1,844,849	92,242	108,069	1,356,314	
Total (Acres)	58.99	11.56	79.83	14.98	42.35	2.12	2.48	31.14	\$4,844,773.42

Table 4. Preservation and ARM Fund Payments for Impacts by Primary HUC 8 Watershed

Project Town/City	Total Impacts for Mitigation (SF)	ARM Fund Equivalent of Total Impacts	Preservation Sites in Same Watershed	Impact to Preservation ratio (actual acres) or ARM Fund Amount
Merrimack River Watershed				
Allenstown	6,987	\$25,959.02	Z3	1:110 (0.79:87)
Canterbury	7,869	\$28,625.53	Z3	
Concord	8,972	\$41,174.36	Z3	
Londonderry	8,794	\$42,451.01	Z3	
Northfield	3,816	\$13,944.70	Z3	
Pembroke	6,451	\$25,708.87	Z3	
Chester	497	\$1,932.21	Mostly Z3	
Total	34,592	\$179,795.70		
Pemigewasset Watershed				
Ashland	2,755	\$10,819.73	None	\$308,944.25
Bridgewater	23,776	\$93,448.00	None	
Bristol	17,297	\$67,641.20	None	
Franklin	17,164	\$65,247.22	Minimal	
Hill	2,781	\$9,904.02	None	
New Hampton	16,836	\$61,884.08	None	
Total	80,609	\$308,944.25		
Piscataqua-Salmon Falls Watershed				
Deerfield	69,953	\$262,852.69	Minimal	\$263,589.45
Raymond	179	\$736.76	None	
Total	70,132	\$263,589.45		
Upper Androscoggin Watershed				
Dixville	346,063	\$1,215,869.25	None	\$2,634,800.30
Dummer	175,600	\$616,957.45	Minimal	
Millsfield	228,259	\$801,973.60	None	
Total	749,922	\$2,634,800.30		
Upper Connecticut Watershed				
Clarksville	42,871	\$150,848.12	A,B,C,E,K,N	1:182 (8.4:1,530)
Lancaster	21,976	\$78,647.66	A,B,C,E,K,N	
Northumberland	23,961	\$84,692.61	A,B,C,E,K,N	

Project Town/City	Total Impacts for Mitigation (SF)	ARM Fund Equivalent of Total Impacts	Preservation Sites in Same Watershed	Impact to Preservation ratio (actual acres) or ARM Fund Amount
Pittsburg	112,193	\$395,383.65	A,B,C,E,K,N	
Stark	16,638	\$58,547.36	A,B,C,E,K,N	
Stewartstown	146,318	\$517,577.73	A,B,C,E,K,N	
TOTAL	363,957	\$1,285,697.13		
Waits Watershed				
Bethlehem	22,816	\$80,634.12	none	\$171,946.59
Dalton	3,136	\$11,170.81	none	
Whitefield	22,355	\$80,141.66	Minimal	
Total	48,307	\$171,946.59		
Total ARM Fund amount (without preservation):		\$4,844,773.42	Total ARM Fund amount (with Preservation of 1,621 Acres)*:	\$3,379,280.59

* Not including the Project ROW/Transition stations or the Pine Barrens site.

Attachment A

Mitigation Baseline Documentation Reports

Mitigation Baseline Documentation Report

Site A - Hall Stream Road Site

Pittsburg, NH

Northern Pass



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

December 2016

Conservation Easement Baseline Documentation Report

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

Donor Information:

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

Address: 780 Commercial St, Manchester, NH 03101

Property Location:

Road: Halls Stream Road

Town/County: Town of Pittsburg, Coos County

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

Land Types: Total acreage: 51.3 ac. 28% Open habitat 26% Mixed Hardwood
15% Lowland Spruce Fir 19.6% Northern Hardwood Conifer

Buildings, Structures, & Improvements on Property:

Describe size, type, and condition of buildings, structures and improvements, including houses, sheds, towers, docks, barns, man-made ponds, roads, utilities, etc. Include historical, cultural and archeological features. Show locations on attached map.

Site A – the Hall Stream Road Site – is comprised of three contiguous properties. It has approximately 2,385 feet of frontage on two sides of Hall Stream Road. No buildings are present. A natural gas pipeline is located along a 60-ft wide utility Right-of-Way in a north to south direction, crossing the open fields and Halls Stream Road, and then crossing a shrub wetland on the east side of the road. An electric distribution corridor is co-located with the pipeline in this location. A Phase I Site assessment identified discarded materials typical of historic farm use (scrap wood and metal, cans, bottles, auto parts), which have since been removed from several locations, and no evidence of hazardous materials. A 120 ft. wide transmission corridor with 4 lattice structures is planned to cross Site A, with no changes to the existing land uses.

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 A is located in the floodplain of Hall Stream, with approximately 3,630 linear feet of frontage (two sides) on Hall's Stream, 3 acres of hayfield, and approximately 33 acres of wetlands. Northern hardwood-conifer and lowland spruce-fir forests are also present. This area was once part of a separate country identified as the Indian Stream Republic, lying between the US and Canada.

West of Hall Stream Road (Parcels 167 and 168), the Site consists of a flat hayfield which drops steeply into the floodplain complex of Hall's Stream. This floodplain is a mix of hardwood forested wetland and oxbow ponds with shrub, emergent and aquatic bed vegetation, and pockets of vernal pools. The wetlands on the west side of the site are buffered from Hall's Stream Road by at least 100 feet of grassland and forest buffer in most locations. East of Hall stream (Parcel 171) is a good quality Northern White cedar-Balsam Fir Swamp with dense conifers except for an emergent/low shrub strip in the existing utility (gas and electric distribution) ROW. The land slopes gently up to the east into managed lowland spruce fir forest with intermittent streams and seeps converging into the wetland and draining across to Hall Stream. The east side of the conifer wetland has more than 100 feet of upland buffer, while the west side of the wetland abuts the road.

Hall Stream Road divides Site A in half. The area adjacent to the Site is a mixture of undeveloped woodlands, residential properties, and agricultural properties. The area surrounding the Site is serviced by individual sub-surface septic systems and water supply wells. Electric and telephone service are

provided to the adjacent properties via overhead utility lines. Conservation of Site A will preclude future development, as the upland hayfields along the west side of the road could easily be developed into multiple house lots. Existing ORV trails in the floodplain should be evaluated for relocation, although snowmobile use could be permitted.

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

Feature	Measurement/Classification
Total Site Area	51.3 acres
Wetlands	33.7 acres; (PSS1 (3.7); PFO1 (12.9); PFO1/4 (10.1); PEM1E/PUB/AB (7.0)
Waterbody	2.8 acres (Hall Stream, R2UB2)
Shoreline Length	3,630 lf on Hall Stream (2 sides)
Stream Length	1,875, Linear feet;
Agricultural	3 acres - hayfield

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

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

by individual sub-surface septic systems and water supply wells. Electric and telephone service are provided to the adjacent properties via overhead utility lines. Conservation of Site A will preclude future development, as the upland hayfields along the west side of the road could easily be developed into multiple house lots. Existing ORV trails in the floodplain should be evaluated for relocation, although snowmobile use could be permitted.

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_____ for Eversource Energy Land Trust, Inc.

_____ Baseline Document Preparer

_____ Date

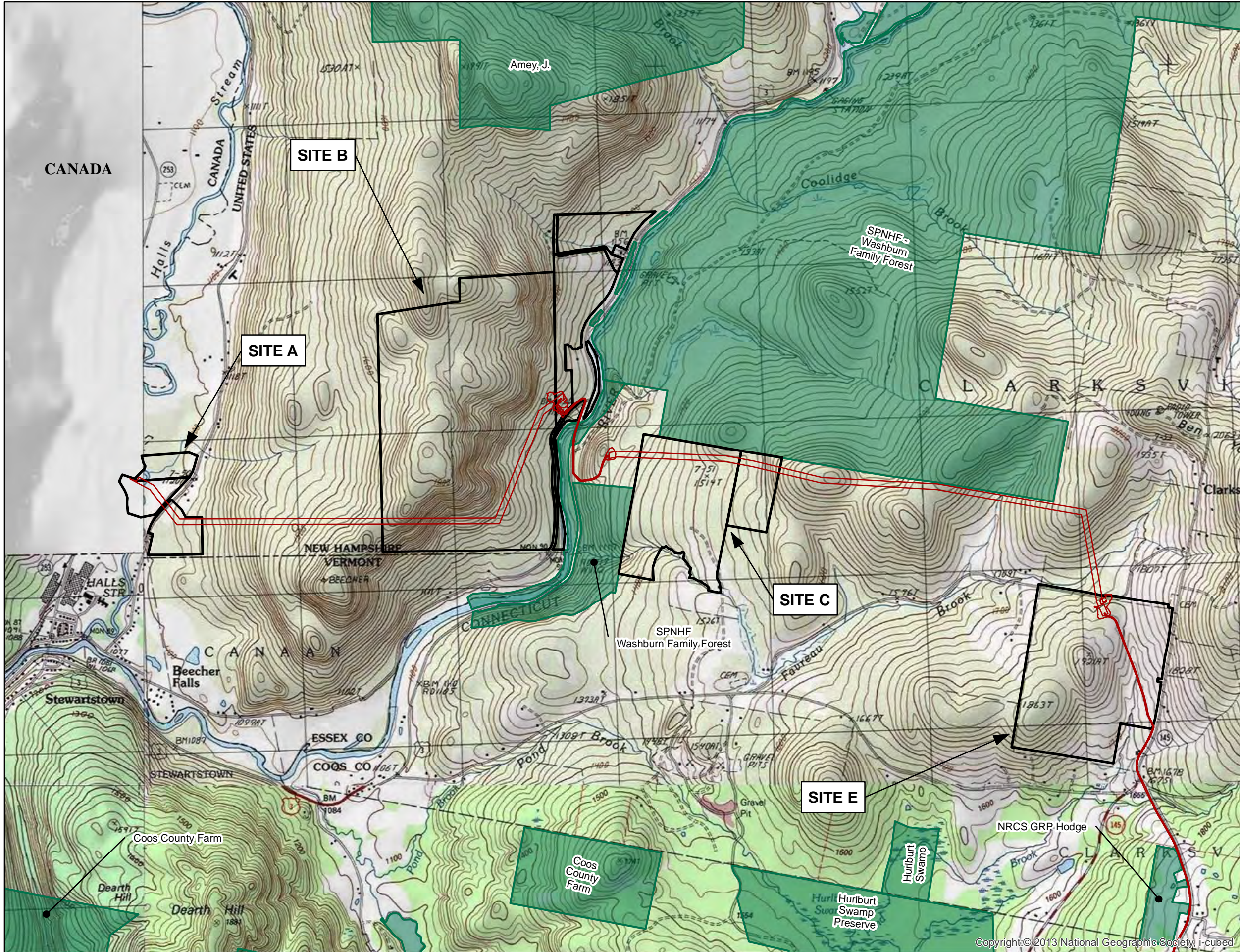
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Attachments to this Report: Not all attachments are used on each easement

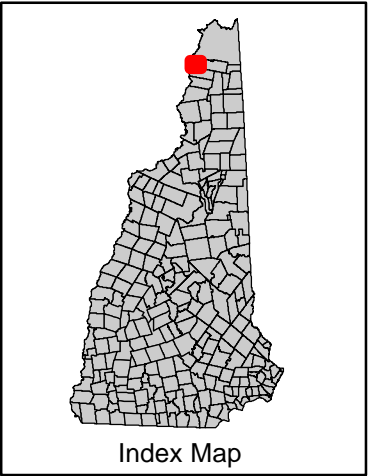
USGS Location Map
Ground Photos
Aerial Property Map
Natural Resource Maps (Soils, Cover Types, Wildlife Action Plan)
Site Reconnaissance Notes
Property Deeds and Survey Plans
Conservation Easement Deed

USGS Location Map

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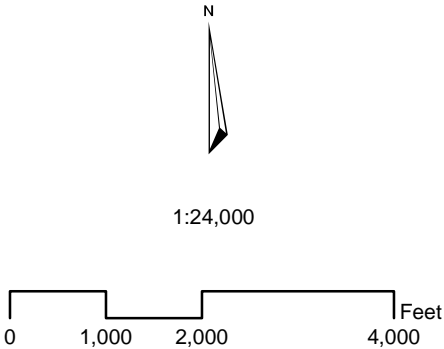


Northern Pass Mitigation Analysis



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

Data Provided By: ESRI & USGS



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25 Nashua Road,
Bedford, NH, USA
03110



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Ground Photos

Site A – Hall Stream Road Site
Ground Photos



Photo 1. View from northeast corner of LL 167 to the south along Hall Stream Road.



Photo 2. View from the northeast corner of LL 167 to the west towards Hall Stream floodplain.



Photo 3. View to south along the eastern property boundary from the northeast corner of LL 168



Photo 4. View from northwest corner to the south along the western boundary of LL 167.

Site A – Hall Stream Road Site
Ground Photos



Photo 5. June 18, 2015. Hayfields of Parcel A above the floodplain of Hall Stream. Gas Pipeline crosses Hall's Stream Road in this location.



Photo 6. View from southeast corner of LL 168 to the west along the southern property boundary.



Photo 7. June 18, 2015. Intermittent stream channel at toe of slope of Parcel 171 just east of Hall Stream Road, looking south.



Photo 8. June 30, 2015. Intermittent stream on Parcel 171 within spruce-fir forest.

Site A – Hall Stream Road Site
Ground Photos



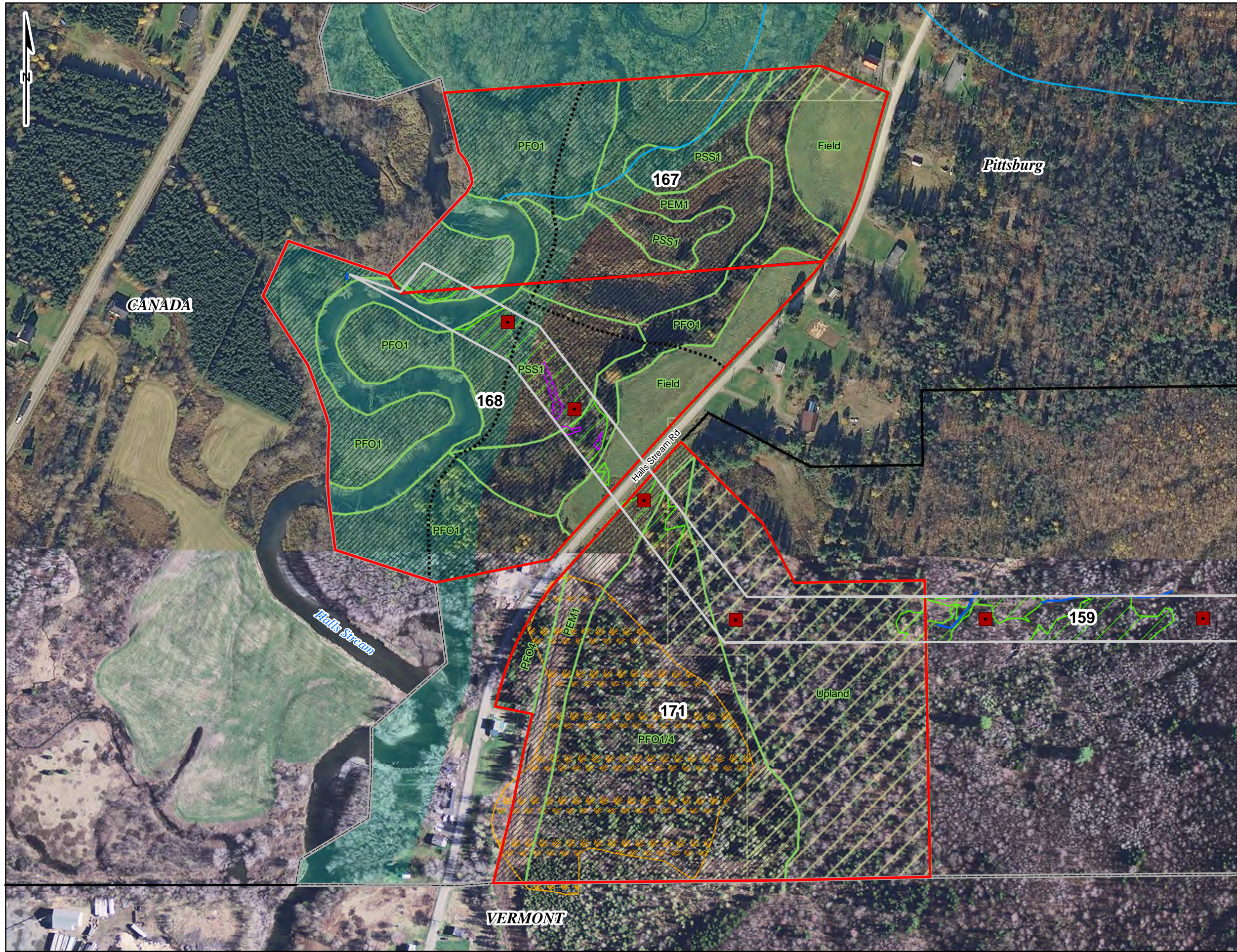
Photo 9. June 9, 2015. PEM1 within the pipeline corridor on Parcel 171, west of Hall Stream Road.



Photo 10. June 9, 2015. PFO1/4 on Parcel 171, west of Hall Stream Road.

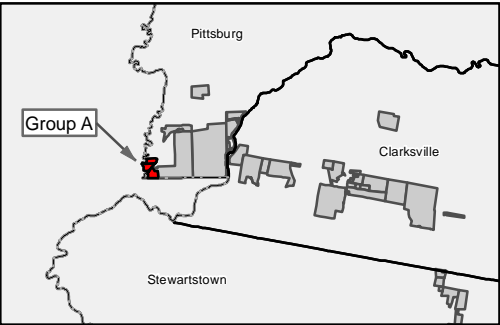
Aerial Photo Property Map

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Northern Pass Mitigation Analysis

Mitigation Group: A



Group A Site Summary	
Town:	Pittsburg
County:	Coos
HUC 12 Watersheds:	10801010303
Eco Region:	Connecticut Lakes
Total Site Acreage:	51.3

- Site Features**
- Proposed Transmission Structures
 - Existing Trails
 - ROW Access Routes
 - NHD Streams
 - Delineated Streams
 - Proposed ROW
 - Group A Parcels
 - Political Boundaries
 - Delineated Vernal Pools
 - Delineated Wetlands
 - Photointerpreted Wetlands
 - Peatland
 - Lowland Spruce Fir
 - FEMA Flood Zone

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

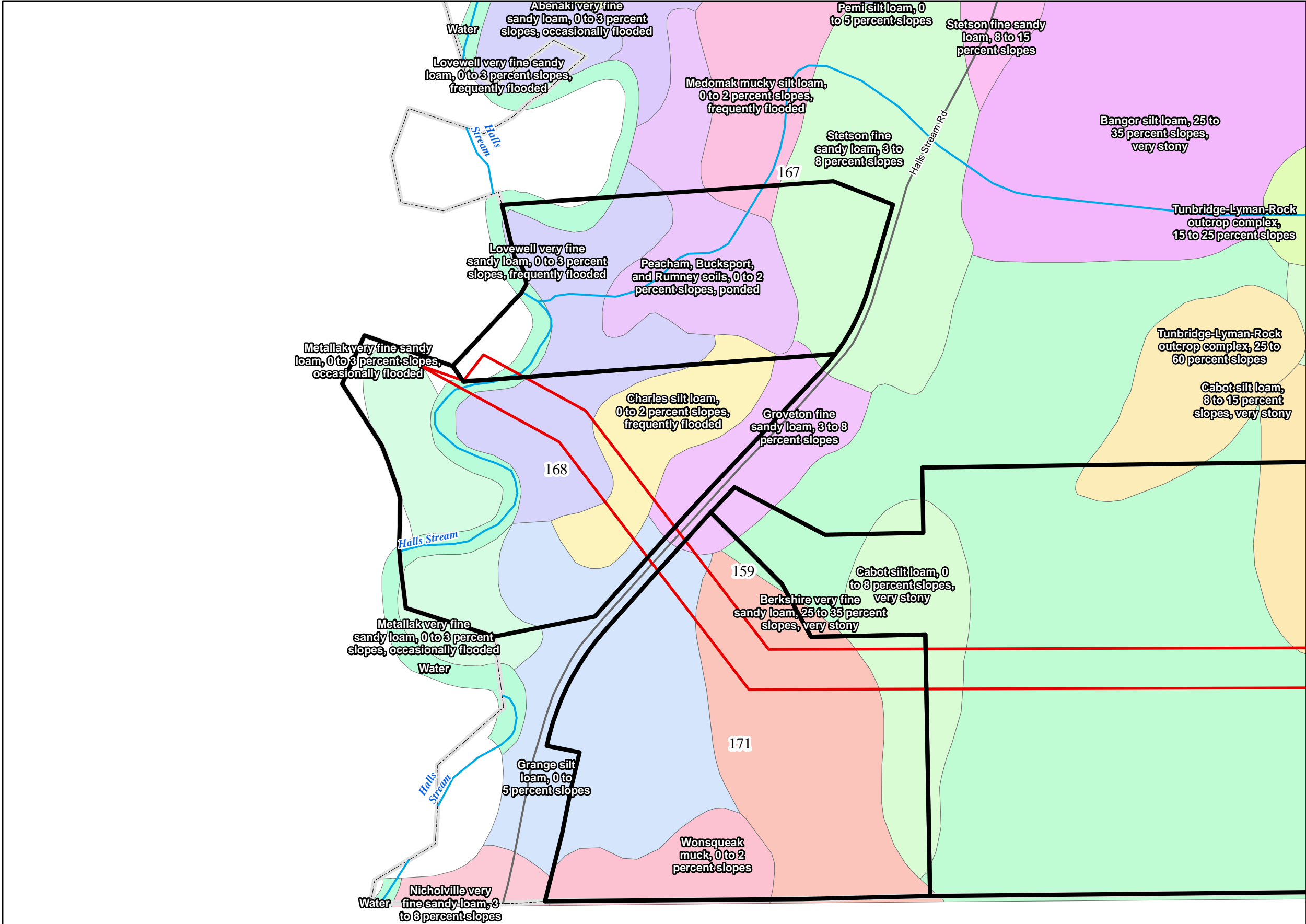
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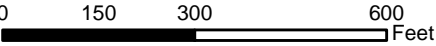
NORMANDEAU ASSOCIATES
Environmental Consultants

Natural Resource Maps

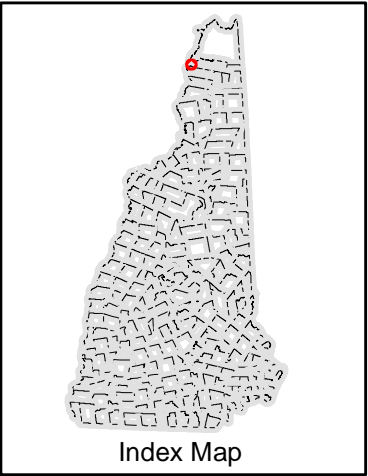
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SCALE



Northern Pass Mitigation Analysis - Soils Map



Group: A

- Mitigation Parcels
- Proposed ROW/Site Facilities

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

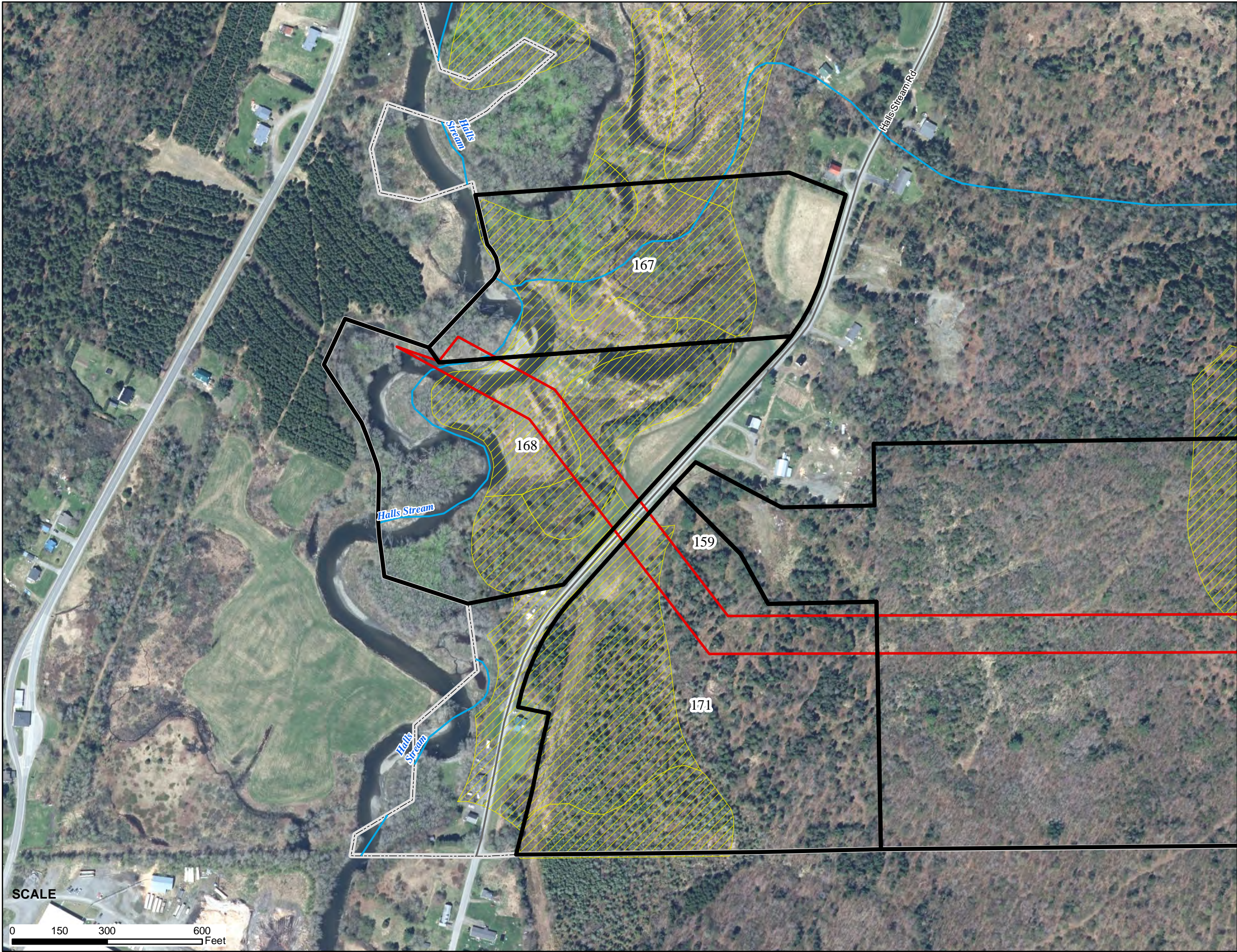
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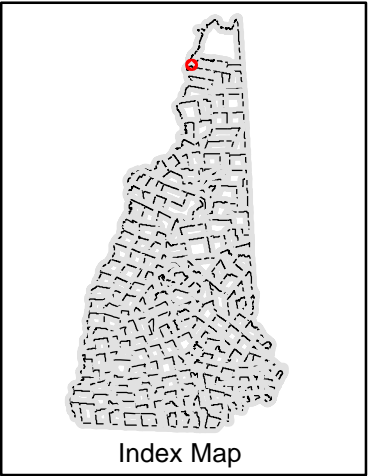
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Northern Pass Mitigation Analysis - Hydric Soils Map



Group: A

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

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

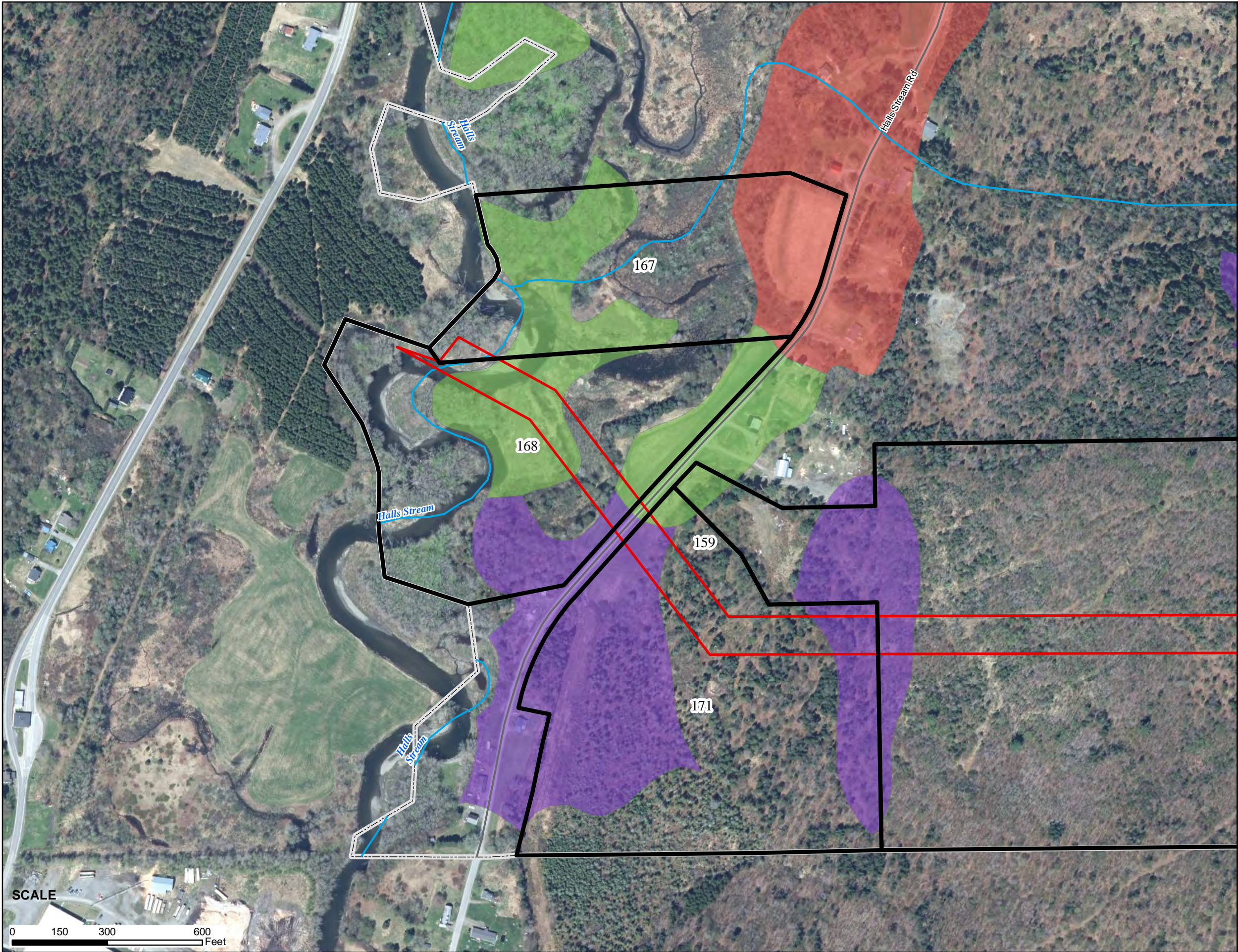
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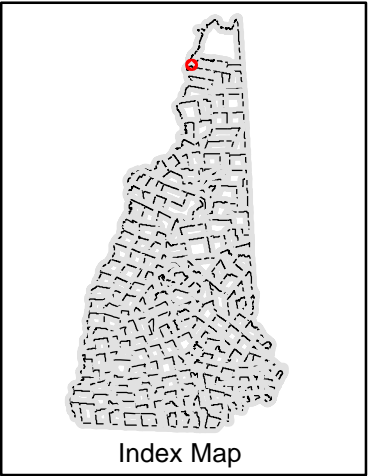
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**Northern Pass Mitigation
Analysis - Agricultural Land Map**



Group: A

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

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

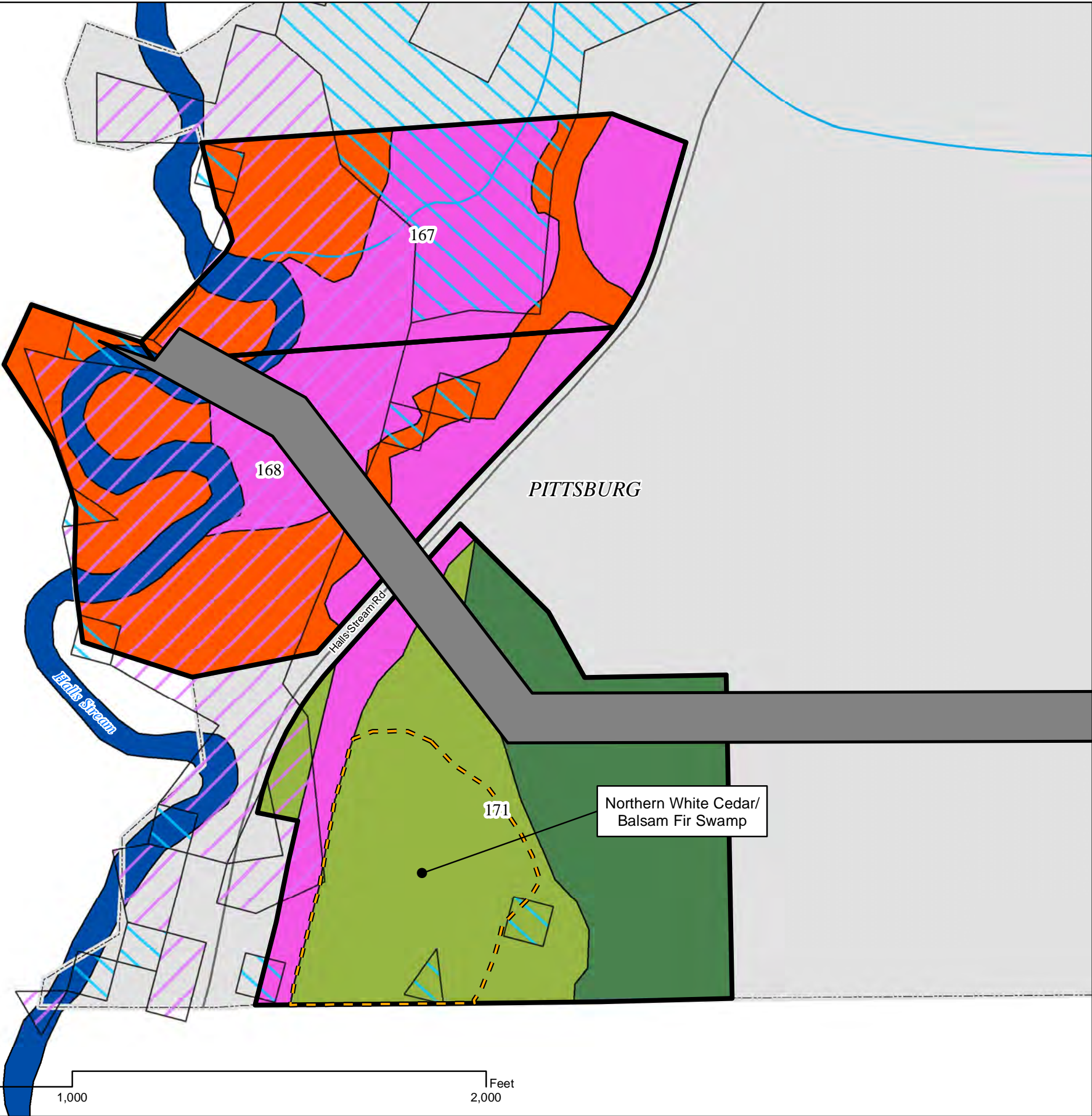
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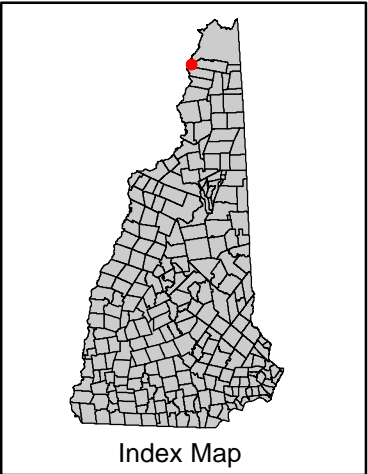
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Northern Pass Mitigation Analysis



Group: A

- Site Features (acres)
- 4.8 Proposed ROW / Site Facilities
 - 6.4 Potentially Exemplary Communities

- WAP Tiers (acres)
- 16.0 Highest Ranked Habitat in NH
 - 5.9 Highest Ranked Habitat in the Biological Region

- Photointerpreted Cover Types (acres)
- | | |
|--------------------------------|----------------------------------|
| 14.4 Open Habitat | 13.1 Mixed Hardwoods |
| Clear Cut | 7.7 Lowland Spruce Fir |
| 2.7 River | Hardwood / Softwood |
| Stream | Hemlock Hardwood Pine |
| Pond | High Elevation 2500 + |
| Residential | High Elevation Spruce Fir 2700 + |
| 10.1 Northern Hardwood Conifer | |

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

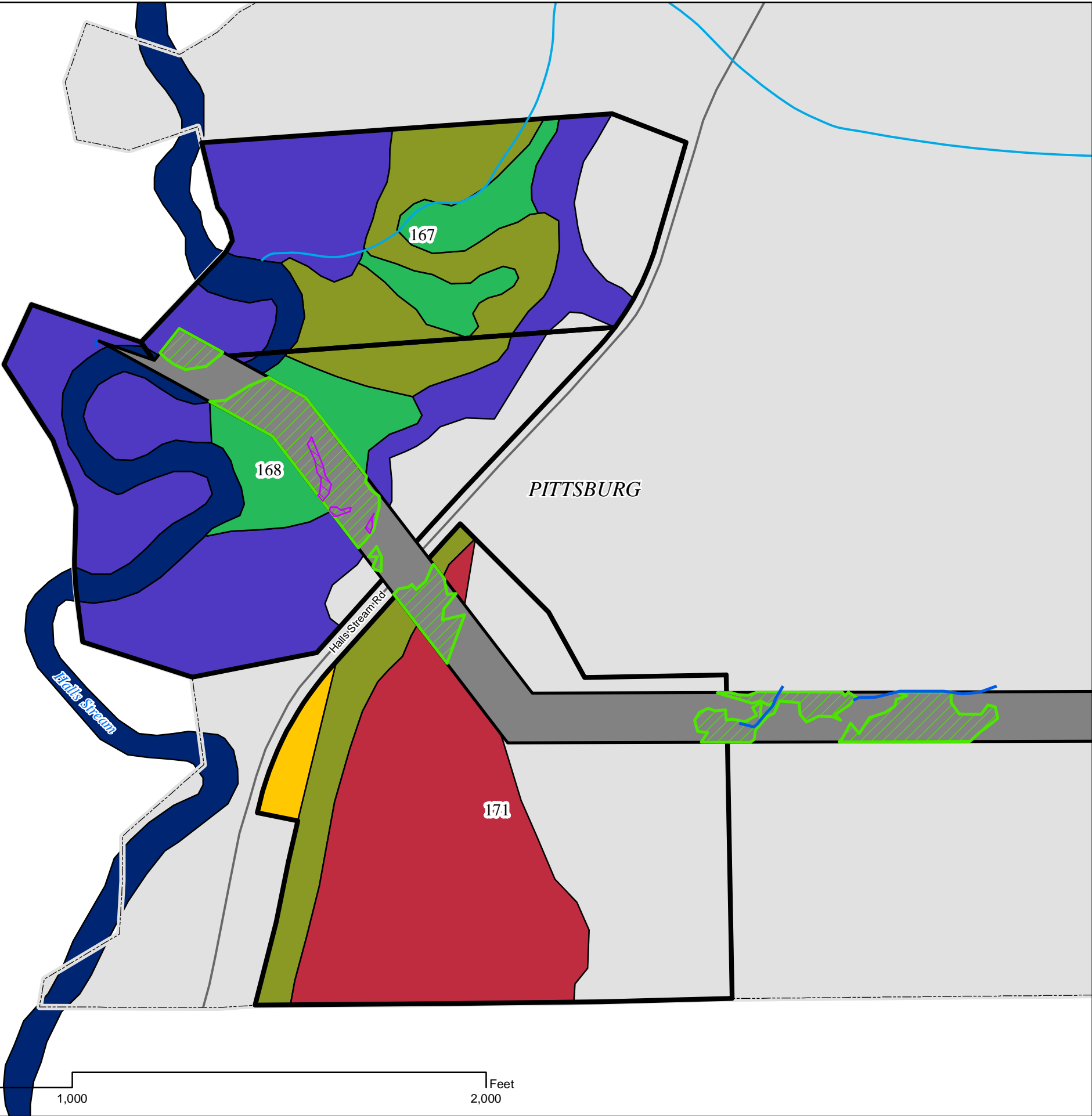
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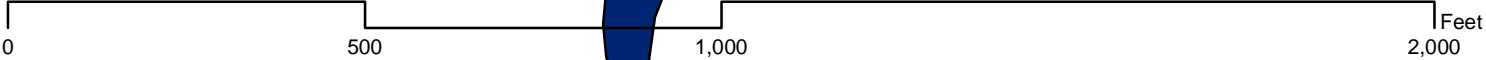
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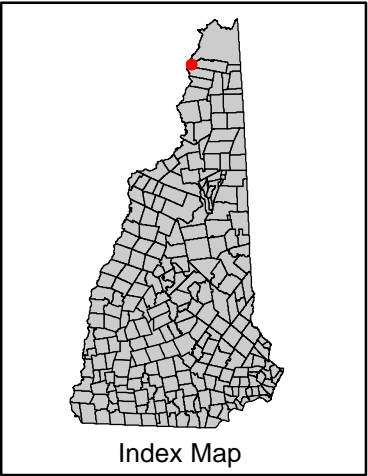
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SCALE



Northern Pass Mitigation Analysis



Group: A

Site Features (acres)

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

Photointerpreted Wetland Cover Types (acres)

- | | | |
|------|--------|----------------|
| 7.0 | PEM1 | PUB |
| 12.9 | PFO1 | PVP |
| 9.5 | PFO1/4 | River |
| 0.6 | PFO4 | Stream Channel |
| 3.7 | PSS1 | |

Data Provided By: GRANIT & NHD



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Site Reconnaissance Notes

Halls Stream Road Mitigation Parcel –Site Reconnaissance Notes

LLs 167, 168, 171

A brief walkover of parcels 167, 168, and 171 located along Halls Stream Road in the Town of Pittsburg, New Hampshire was performed on June 28, 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 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 were 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 observed during the surveys and may not represent a complete account of the communities present.

Maintained Field/Grassland

A narrow maintained field (likely for hay production) is present along the western side of Halls Stream Road. It is dominated by common upland field species, such as common Timothy (*Phleum pratense*), orchard grass (*Dactylis glomerata*), Canada goldenrod (*Solidago canadensis* var. *canadensis*), and clovers (*Trifolium spp*). This is not considered a rare or unique community type, and no rare plant species were located during the walkover. A small parking area is located at the southern end of the fields that is also likely used as access for harvesting equipment.

Northern White Cedar – Balsam Fir Swamp

This is considered an S2 (imperiled) community in the State of New Hampshire. It is located in a flat depression in the southwest portion of the parcel on the east side of Halls Stream Road. It is dominated by northern white cedar (*Thuja occidentalis*), red maple (*Acer rubrum*), and balsam fir (*Abies balsamea*) in the overstory, with green ash (*Fraxinus pennsylvanica*) and American larch

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

(*Larix laricina*) in the subcanopy. Herbaceous species include three-seeded sedge (*Carex trisperma*), sensitive fern (*Onoclea sensibilis*), foam-flower (*Tiarella cordifolia*), and cinnamon fern (*Osmundastrum cinnamomeum*). No rare plant species were observed during the site visit.

Mixed Tall Graminoid – Scrub-Shrub Marsh

This is not considered a rare community type in New Hampshire. This community is present in the broad floodplain of Halls Stream. Areas of dense willow (*Salix spp.*) and spotted touch-me-not (*Impatiens capensis*) are interspersed with large areas of emergent vegetation, including bluejoint (*Calamagrostis canadensis*), Canada goldenrod, sensitive fern, woolly bulrush (*Scirpus cyperinus*), and virgin's bower (*Clematis virginiana*). Beaver activity is evidenced by the presence of several dams, an active lodge, and trails throughout the wetland. Vernal pools are present as areas of standing water cut off from the main stream channel, although a viable fish population was noted in some areas, indicating that it is a highly variable system influenced by the flooding regime of Halls Stream.

Red Spruce Swamp

Red spruce swamps are considered S3 (vulnerable) communities. This community occupies the majority of the wetland slopes leading into the northern white cedar – balsam fir swamp. It is dominated by red spruce (*Picea rubens*), balsam fir, red maple, and yellow birch (*Betula alleghaniensis*) in the overstory. The presence of so many codominant hardwoods likely makes this particular occurrence a lower quality example of this community type. Dominant understory species include cinnamon fern, three-seeded sedge, foamflower, and spotted touch-me-not.

Other Community Types


A narrow emergent marsh is present along a pipeline right-of-way (ROW) parallel to the west side of Halls Stream Road. This wetland area was formerly part of the northern white cedar – balsam fir swamp prior to clearing. This ROW is routinely cleared as part of ongoing maintenance.


A narrow strip of upland forest vegetation, including red oak (*Quercus rubra*) and sugar maple (*Acer saccharum*) is present between the maintained field and the large marsh adjacent to Halls Stream. A small path is present through this vegetation that leads to the marsh. The path is large enough for off-highway vehicles, however it abruptly ends in a saturated wetland area and may not be usable except as a snowmobile trail.

Wildlife and Wildlife Habitat Value

The community types present on the parcels that comprise Group A appear to be relatively undisturbed by human activity and provide suitable habitat for a wide range of species that

commonly occur at the lower elevations of northern New Hampshire. In general, riparian habitats are known to provide high value habitat for a wide variety of wildlife. Additionally, wetlands such as the Northern White Cedar – Balsam Fir Swamp also provide resources to a wide variety of wildlife species. The understory of the upland forested area was extensively browsed by moose; most of the browse damage appeared to be at least a year old or older. Although the survey was conducted midday, late in the breeding season, 16 species of passerine were seen or heard singing or calling. All species were associated with either forest and/or riparian habitats. Additionally, a great blue heron was observed at the beaver pond described above. In the forested portion of the site raccoon, porcupine, bear (cub), and red squirrel tracks were observed. In the riparian portion of the site deer (adult and fawn), raccoon, mink, and coyote tracks were observed. A large vernal pool associated with the beaver pond contained multiple species and age-classes of tadpoles, as well as larval salamanders.

	Photo #: 1
	Maintained field area adjacent to Halls Stream Road.

	Photo #: 2
	Red spruce swamp area leading to cedar swamp


	Photo #: 3
	Northern white cedar – balsam fir swamp



Photo #: 4

Path leading through forested strip to floodplain/marsh



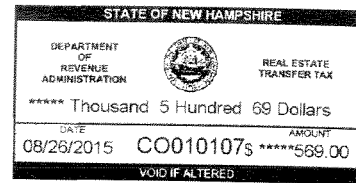
Photo #: 5

Mixed tall graminoid – scrub shrub marsh in floodplain of Halls Stream.

Property Deeds and Survey Plans



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 **PROPERTIES, INC.**, a New Hampshire business corporation with an address of 780 N. Commercial Street, Manchester, New Hampshire 03101, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101, with **WARRANTY COVENANTS**, the following described real estate located in the Town of Pittsburg, Coos County, and State of New Hampshire:

Lots 1 and 5, with the buildings thereon if any, as shown on a plan entitled, "Revised Plat of Property Surveyed for King's Arrow Realty Trust Tax Maps A-1 Parcels 6W & 26 Hall's Stream Road, Pittsburg, New Hampshire Revision of Plan recorded as No. 3168" by York Land Services, LLC revised through November 4, 2009, said revised plan is recorded as Plan #3331 in the Coos County Registry of Deeds, as more particularly described as follows:

Lot 1

Commencing at an iron pin set in the easterly side of Hall Stream Road, thence South 45° 00' 00" East a distance of 301.93 feet along Lot 3 as shown on said plan to an iron pin;

Thence South 28° 41' 32" East a distance of 180.13 feet to an iron pin along said Lot 3 to an iron pin set;

Thence North 88° 55' 33" East a distance of 342.36 feet to an iron pin along said Lot 3 to an iron pin;

BK1426PG0741

Thence South $01^{\circ} 04' 27''$ East a distance of 758.26 feet along said Lot 3 to the border between the state of New Hampshire and the state of Vermont;

Thence South $89^{\circ} 33' 54''$ West a distance of 1,136.44 feet along the border between the state of New Hampshire and the state of Vermont to an iron pin;

Thence North $11^{\circ} 57' 10''$ East a distance of 180.13 feet;

Thence North $12^{\circ} 01' 31''$ East a distance of 150.00 feet to a point;

Thence North $12^{\circ} 01' 31''$ East a distance of 100.00 feet to an iron pin set;

Thence North $79^{\circ} 20' 52''$ West a distance of 100.00 feet an iron pin set at the easterly side of Lot Hall Stream Road;

Thence along the arc of a curve a distance of 368.35 feet as shown on said plan along the easterly side of Hall Stream Road;

Thence North $41^{\circ} 50' 22''$ East a distance of 403.30 feet along said Hall Stream Road to the point of beginning.

Said Lot 1 contains 21.66 acres.

Lot 5

Commencing at a iron pin set at the southeasterly corner of said Lot 5, which pin is also set on the westerly side of Hall Stream Road;

Thence in a generally northerly direction along the arc of a curve along the westerly side of Hall Stream Road as shown on said plan;

Thence North $16^{\circ} 10' 40''$ East a distance of 214.08 feet along said Hall Stream Road to an iron pin set;

Thence North $68^{\circ} 41' 24''$ West a distance of 189.96 feet to an iron pin set:

Thence South $86^{\circ} 06' 19''$ West a distance of 967.22 feet to an iron pin set;

Thence 14.96 feet to a point to turning point #754 on the United States and Canadian border;

Thence South $11^{\circ} 01' 53''$ East a distance of 287.97 feet along said border to turning point #755;

Thence South $37^{\circ} 58' 28''$ West a distance of 318.23 feet along said border to turning point #755;

Thence North 85° 43' 48" East a distance of 1,115.47 feet to the iron pin begun at.

Said Lot 5 contains 12.80 acres.

Subject to an easement granted to Portland Natural Gas Transmission System, recorded in the Coos County Registry of Deeds at Book 906, Page 803.

Meaning and intending to describe and convey the same premises conveyed to Properties, Inc. by Warranty Deed of John Cochrane and Craig Chamberlain, Co-Trustees of the King's Arrow Realty Trust Under a Declaration of Trust dated November 17, 1999 which deed was dated April 22, 2011, and recorded in the Coos County Registry of Deeds in Book 1326, Page 98.

EXECUTED this 25th day of August, 2015.

Properties, Inc.

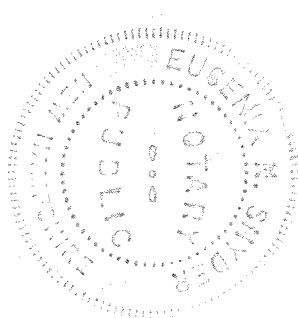
[Signature]

Name: Srinidya Madhusudan

Title: Director, Real Estate + Property Management

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 25th day of August, 2015, before me, the undersigned officer, personally appeared the above-named Srinidya Madhusudan as Dire, RE+PM of Properties, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.



[Signature]
Justice of the Peace/Notary Public
My Commission Expires _____

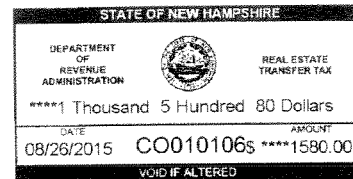
Print name _____

EUGENIA N. SNYDER, Notary Public
My Commission Expires November 30, 2016

BK 1426PG0743

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

Doc # 0003301 Aug 26, 2015 12:43 PM
 Coos County Registry of Deeds
Tanya J. Batchelder
 Tanya J. Batchelder, Register



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **PROPERTIES, INC.**, a New Hampshire business corporation with an address of 780 N. Commercial Street, Manchester, New Hampshire 03101, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with **WARRANTY COVENANTS**, the following described real estate located in the Town of Pittsburg, Coos County, and State of New Hampshire:

Lot 2, with the buildings thereon if any, as shown on a plan entitled, "Revised Plat of Property Surveyed for King's Arrow Realty Trust Tax Maps A-1 Parcels 6W & 26 Hall's Stream Road, Pittsburg, New Hampshire Revision of Plan recorded as No. 3168" by York Land Services, LLC revised through November 4, 2009, said revised plan is recorded as Plan #3331 in the Coos County Registry of Deeds, as more particularly described as follows:

Commencing at an iron pin set on the westerly side of Hall Stream Road also at a corner of Lot 5 as shown on said plan;

Thence along said Hall Stream Road South 43° 21' 28" West a distance of 466.07 feet;

Thence South 41° 50' 22" West a distance of 395.68 feet along the westerly side of Hall Stream Road to a point;

BK1426PG0738

Thence approximately 400 feet in a southwesterly direction along the thread of a brook to a point at the border between the United States and Canada which is South 74° 20' 09" West a distance of 326.25 feet from the last mentioned point;

Thence along the border between the United States and Canada on a bearing of North 74 ° 00' 34" West a distance of 226.06 feet to turning point #762;

Thence North 15° 55' 42" West a distance of 110.20 feet along said border to turning point #761;

Thence North 04° 34' 27" East a distance of 185.35 feet along said border to a point to turning point #760;

Thence North 17° 03' 28" West a distance of 208.36 feet along said border to a point to turning point #759;

Thence North 31° 30' 56" West a distance of 226.26 feet along said border to turning point #758;

Thence North 22° 27' 02" East a distance of 152.56 feet along said border to turning point #757;

Thence South 70° 51' 47" East a distance of 288.69 feet along said border to turning point #755;

Thence North 85° 43' 48" East a distance of 1,115.47 feet to the point of beginning.

Said lot contains 16.6 acres.

The foregoing property is subject to an easement granted to Portland Natural Gas Transmission System, recorded in the Coos County Registry of Deeds at Book 906, Page 803.

Meaning and intending to describe and convey the same premises conveyed to Properties, Inc. by Warranty Deed of John Cochrane and Craig Chamberlain, Co-Trustees of the King's Arrow Realty Trust under a Declaration of Trust dated November 17, 1999, which deed was dated April 22, 2011, and recorded in the Coos County Registry of Deeds in Book 1326, Page 103.

BK 1426 PG 0739

EXECUTED this 25th day of August, 2015.

Properties, Inc.

Suvidya

Name: Suvidya Madhusudan

Title: Director, Real Estate + Prop. Mgmt.

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 25th day of August, 2015, before me, the undersigned officer, personally appeared the above-named Suvidya Madhusudan as Dir. RE + PM of Properties, Inc., 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 for the purpose therein contained.

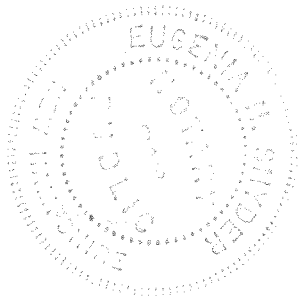
Eugenia N. Snyder

Justice of the Peace/Notary Public

My Commission Expires _____

EUGENIA N. SNYDER, Notary Public
My Commission Expires November 30, 2016

Print name _____



BK1426PG0740

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 Hall Stream Road, in the Town of Pittsburg, County 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 A – Pittsburg, NH – Mitigation Baseline Report” (the “Report”), which Report is on file at the office of the Department of Environmental Services and is incorporated herein in full;
- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions;
- C. To promote the North Country Council’s goals of river corridor 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 Hall Stream 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 Hall Stream and other ground and surface water resources including wetlands, wet meadow/shrub wetland, northern white cedar/balsam fir swamp, streams, riparian areas, aquifers, vernal pools, and ponds on the Property;
- G. To protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas;
- 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 encourage the continued use of rural farmland for agriculture in the portions of the Property deemed to be suitable in the Report.
- J. To promote the conservation of open spaces, particularly the conservation of the wildlife habitat on the Property, including the potential marsh bird and northern long-eared bat habitat.

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 Agriculture performed by the Grantee, as described below, and provided that such uses shall not degrade the conservation purposes of this Easement.

i. Description of Agriculture: For the purposes hereof, "Agriculture" shall include animal husbandry, floriculture, and horticulture activities, the production of plant and animal products for domestic or commercial purposes, haying or the growing of food crops, all as not detrimental to the Purposes of this Easement. Agriculture shall also include all agricultural activities performed for commercial or industrial purposes, including barter transactions and sale of products produced on the Property.

ii. Requirements for Agriculture: Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. The management plan shall be subject to the approval of the Grantor and the Third Party Holder. 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. Said Agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads, or public trails. Said Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active. Agriculture shall only be performed in those locations noted in the Report as suitable for Agriculture, which are primarily located adjacent to the western edge of Hall Stream Road. All costs related to the performance of any and all Agricultural activities by the Grantee pursuant to the management plan shall be paid solely by the Grantee, and all profits from the Grantee's Agricultural 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 Agriculture, Reserved Transmission Line Rights (as hereinafter defined in Section 3.H.), conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, local utility distribution line, bridge, culvert, barn, shed, wildlife viewing platform, maple sugar house, welcome center, nature center or portable bathrooms 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, 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 Agriculture 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 Agriculture, conservation or pedestrian outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.

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

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

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

I. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property

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

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

3. RESERVED RIGHTS

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

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

B. The right to construct, relocate, maintain, or use trails, fences, bridges, gates, stone walls, woods roads, and rights-of-way on the Property, as reasonably necessary for the exercise of Grantor's rights and privileges on the Property (including but not limited to rights associated with passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property.

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, except that no such trails shall be located in the wetlands or potentially Exemplary Natural Communities, which approximate locations thereof are delineated in the Report. Grantor further reserves the right to seasonally designate certain trails for snowmobile use only. Such use of the Property shall be exclusively located on the trails depicted on the Plan or in the Report, or as agreed to by Grantor and Third Party Holder. This provision is an exception to Section 2.H. and 2.I.



H. Grantor's Reserved Transmission Line Rights.

i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements (the "Reserved Transmission Line Rights") over, under, in and on a 120-foot wide right of way (the "Transmission Line ROW"), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines (as hereinafter defined), to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:

a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric service (the "Transmission Lines"), in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use

of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than one hundred twenty (120) feet in width, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and to be documented as to location by a survey;

- b. The right to provide electric services to customers by means of the Transmission Lines and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
 - c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates, equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines and any and all of the Grantor's systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
 - d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
 - e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove "danger trees" pursuant to NH RSA 231:145.
 - f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
 - g. The right to enter upon, travel and transport personnel, materials and equipment, including by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
 - h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
 - i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
 - j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines;
 - k. The right to exclude the general public from the Transmission Line ROW; and
 - l. The right to enforce the covenants of the Grantee, as set forth below.
- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:

- a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
 - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;
 - c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
 - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.
- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
 - a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
 - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
 - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses, exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;
 - d. That the Grantee also agrees that no cessation of use or operation for any period of time of all or any portion of the Reserved Transmission Line Rights or any areas of the Transmission Line ROW utilized by Grantor pursuant to said rights shall be deemed an abandonment thereof resulting in the termination of any aspect of the Reserved Transmission Line Rights or of the easements or uses relating thereto, unless the holder of same at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its particular right in the Reserved Transmission Line Rights, easements or uses;
 - e. That the Reserved Transmission Line Rights include any and all uses and activities reasonably necessary, in Grantor's judgment, to allow full exercise by the Grantor of the Reserved Transmission Line Rights, whether or not such uses and activities are specifically enumerated herein; and
 - f. That the Reserved Transmission Line Rights include any and all existing interests, easements, rights, other encumbrances and/or uses affecting the Property as of the date hereof.
- iv. In construing the language of this instrument, any references to "Grantor" and "Grantee" shall also

include their respective successors and assigns, it being the intent of the parties that the rights, interests, easements and obligations of the parties herein shall run with the land and be permanent in nature; in addition, the Reserved Transmission Rights are the products of negotiations between the Grantor and Grantee, with advice of counsel, and, as a result, any ambiguities shall not be construed against the draftsman.

- v. In the event of any conflict or ambiguity between the Use Limitations and the Reserved Rights or the Reserved Transmission Line Rights, the Reserved Rights and the Reserved Transmission Rights shall control.

I. 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 Agricultural 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 Agriculture 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 Twenty-Three Thousand Three Hundred Sixty-Seven and 4/100 Dollars (\$23,367.04), 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 Coos 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

The following described real estate located in the Town of Pittsburg, Coos County, and State of New Hampshire:

Lots 1, 2 and 5, with the buildings thereon if any, as shown on a plan entitled, "Revised Plat of Property Surveyed for King's Arrow Realty Trust Tax Maps A-1 Parcels 6W & 26 Hall's Stream Road, Pittsburg, New Hampshire Revision of Plan recorded as No. 3168" by York Land Services, LLC revised through November 4, 2009, said revised plan is recorded as Plan #3331 in the Coos County Registry of Deeds, as more particularly described as follows:

Lot 1

Commencing at an iron pin set in the easterly side of Hall Stream Road, thence South 45° 00' 00" East a distance of 301.93 feet along Lot 3 as shown on said plan to an iron pin;

Thence South 28° 41' 32" East a distance of 180.13 feet to an iron pin along said Lot 3 to an iron pin set;

Thence North 88° 55' 33" East a distance of 342.36 feet to an iron pin along said Lot 3 to an iron pin;

Thence South 01° 04' 27" East a distance of 758.26 feet along said Lot 3 to the border between the state of New Hampshire and the state of Vermont;

Thence South 89° 33' 54" West a distance of 1,136.44 feet along the border between the state of New Hampshire and the state of Vermont to an iron pin;

Thence North 11° 57' 10" East a distance of 180.13 feet;

Thence North 12° 01' 31" East a distance of 150.00 feet to a point;

Thence North 12° 01' 31" East a distance of 100.00 feet to an iron pin set;

Thence North 79° 20' 52" West a distance of 100.00 feet an iron pin set at the easterly side of Lot on Hall Stream Road;

Thence along the arc of a curve a distance of 368.35 feet as shown on said plan along the easterly side of Hall Stream Road;

Thence North 41° 50' 22" East a distance of 403.30 feet along said Hall Stream Road to the point of beginning.

Said lot contains 21.66 acres.

Lot 2

Commencing at an iron pin set on the westerly side of Hall Stream Road also at a corner of Lot 5 as shown on said plan;

Thence along said Hall Stream Road South 43° 21' 28" West a distance of 466.07 feet;

Thence South 41° 50' 22" West a distance of 395.68 feet along the westerly side of Hall Stream Road to a point;

Thence approximately 400 feet in a southwesterly direction along the thread of a brook to a point at the border between the United States and Canada which is South 74° 20' 09" West a distance of 326.25 feet from the last mentioned point;

Thence along the border between the United States and Canada on a bearing of North 74° 00' 34" West a distance of 226.06 feet to turning point #762;

Thence North 15° 55' 42" West a distance of 110.20 feet along said border to turning point #761;

Thence North 04° 34' 27" East a distance of 185.35 feet along said border to a point to turning point #760;

Thence North 17° 03' 28" West a distance of 208.36 feet along said border to a point to turning point #759;

Thence North 31° 30' 56" West a distance of 226.26 feet along said border to turning point #758;

Thence North 22° 27' 02" East a distance of 152.56 feet along said border to turning point #757;

Thence South 70° 51' 47" East a distance of 288.69 feet along said border to turning point #755;

Thence North 85° 43' 48" East a distance of 1,115.47 feet to the point of beginning.

Said lot contains 16.6 acres.

Lot 5

Commencing at an iron pin set at the southeasterly corner of said Lot 5, which pin is also set on the westerly side of Hall Stream Road;

Thence in a generally northerly direction along the arc of a curve along the westerly side of Hall Stream Road as shown on said plan;

Thence North 16° 10' 40" East a distance of 214.08 feet along said Hall Stream Road to an iron pin set;

Thence North 68° 41' 24" West a distance of 189.96 feet to an iron pin set:

Thence South 86° 06' 19" West a distance of 967.22 feet to an iron pin set;

Thence 14.96 feet to a point to turning point #754 on the United States and Canadian border;

Thence South 11° 01' 53" East a distance of 287.97 feet along said border to turning point #755;

Thence South 37° 58' 28" West a distance of 318.23 feet along said border to turning point #755;

Thence North 85° 43' 48" East a distance of 1,115.47 feet to the iron pin begun at.

Said lot contains 12.80 acres.

Said Lot 1, Lot 2 and Lot 5 are subject to an easement granted to Portland Natural Gas Transmission System, recorded in the Coos County Registry of Deeds at Book 906, Page 803.

Further subject to any and all other rights, easements, conditions, restrictions, reservations and/or other matters of record.

Said Lot 1 and Lot 5 meaning and intending to describe the same premises conveyed to Renewable Properties, Inc. by Warranty Deed of Properties, Inc., which deed was dated August 25, 2015, and recorded in the Coos County Registry of Deeds in Book 1426, Page 741.

Said Lot 2 meaning and intending to describe the same premises conveyed to Renewable Properties, Inc. by Warranty Deed of Properties, Inc., which deed was dated August 25, 2015, and recorded in the Coos County Registry of Deeds in Book 1426, Page 738.

Mitigation Baseline Documentation Report

Site B - Connecticut River Site

Pittsburg, NH

Northern Pass



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

December 2016

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

Address: 780 Commercial St, Manchester, NH 03101

Town/County: Pittsburg, NH COOS County

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

Describe size, type, and condition of buildings, structures and improvements, including houses, sheds, towers, docks, barns, man-made ponds, roads, utilities, etc. Include historical, cultural and archeological features. Show locations on attached map.

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

Site B is located within and to the west of the Connecticut River floodplain, with approximately 4,897 linear feet of stream frontage along the Connecticut River. The area is known for its wild brook trout population and has multiple wetland types including seeps, forested floodplains, wet meadow/shrub wetlands and an oxbow pond. Parcel B includes somewhat calcareous soils, which support less common species of plants, such as white baneberry (*Actaea pachypoda*), blue cohosh (*Caulophyllum thalictroides*) and silvery false spleenwort (*Deparia acrostichoides*). Additionally, RTE plant surveys in 2014 identified the state watch list species swamp buttercup (*Ranunculus caricetorum*) and wild leek (*Allium tricoccum* var. *tricoccum*). A Northern Hardwood Seepage Forest (S3 Natural Community) was also mapped on the site. Northern Hardwood-conifer, lowland spruce-fir, hemlock-hardwood-pine, and grassland cover types are also present, as well as a recent 48 acre clearcut. This parcel is steeply sloping and includes a high ridge, where there are approximately 30 acres of Highest Ranked Habitat in the Region. A previously un-mapped Deer Wintering Area is present on the western portion of the site.

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

The Proposed 120-foot wide Northern Pass ROW would enter Site B at the southwestern edge, and then veer northeast to a 2-3-acre fenced Transition Station, where the overhead lines will be converted to underground cable for crossing the Connecticut River. Most of the ROW would be kept in low cover for safety reasons, however, there is one location along the bottom of a steep slope near the deer wintering area where maintaining taller vegetation cover across the ROW is planned to facilitate wildlife movements across the parcel.

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

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

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

_____ for Eversource Energy Land Trust, Inc.

_____ Baseline Document Preparer

_____ Date

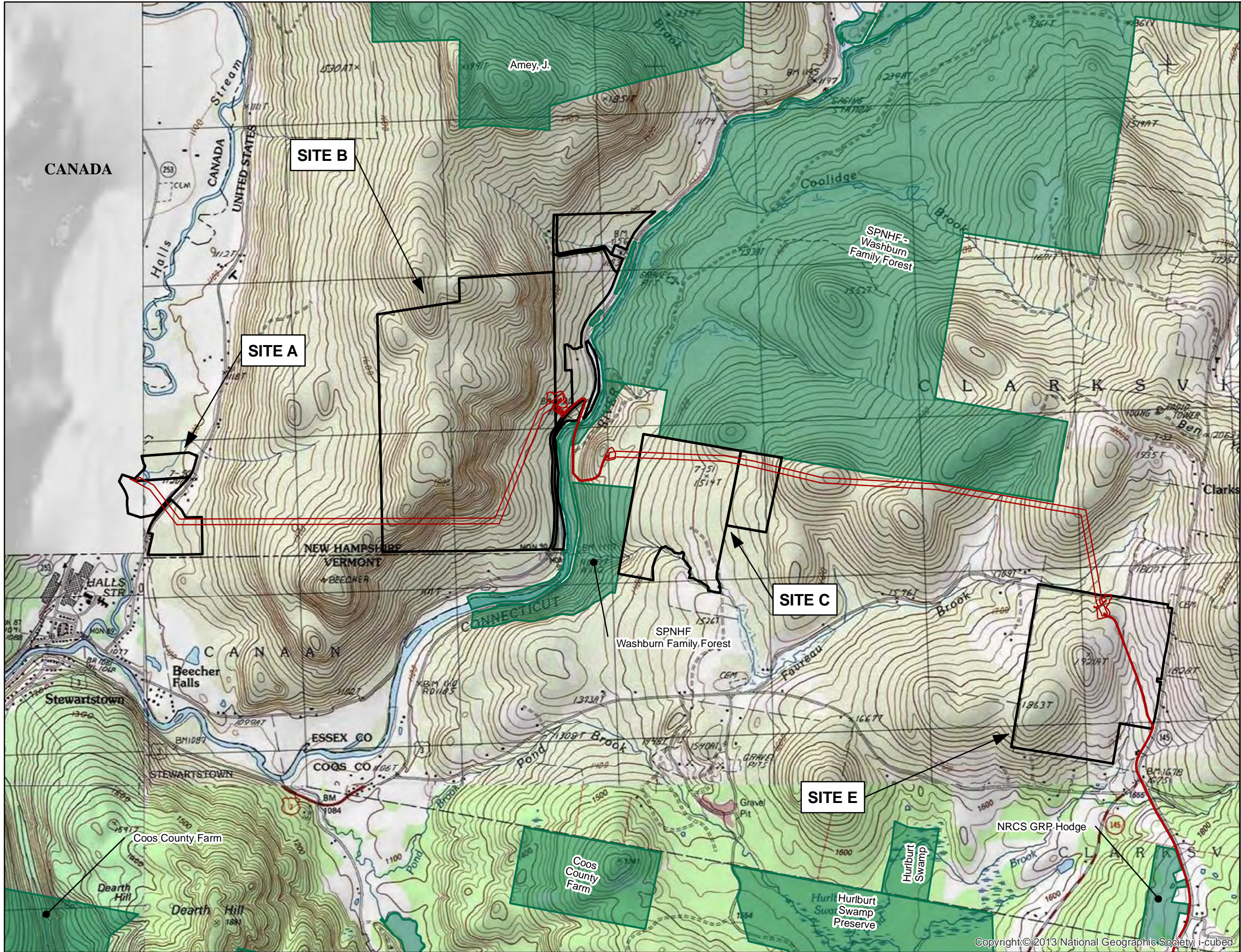
_____ Date

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

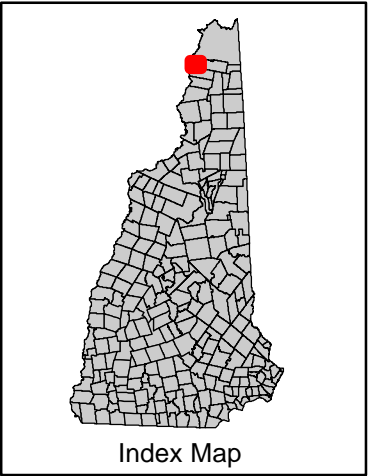
USGS Location Map
Ground Photos
Aerial Property Map
Natural Resource Maps (Soils, Cover Types, Wildlife Action Plan)
Site Reconnaissance Notes
Property Deeds and Survey Plans
Conservation Easement Deed

USGS Location Map

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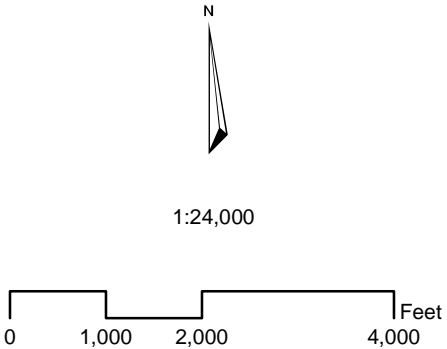


Northern Pass Mitigation Analysis



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

Data Provided By: ESRI & USGS



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03110



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Ground Photos

Site B – The Connecticut River Site
Ground Photos



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



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



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



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

Site B – The Connecticut River Site
Ground Photos



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



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



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



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

Site B – The Connecticut River Site
Ground Photos



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



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

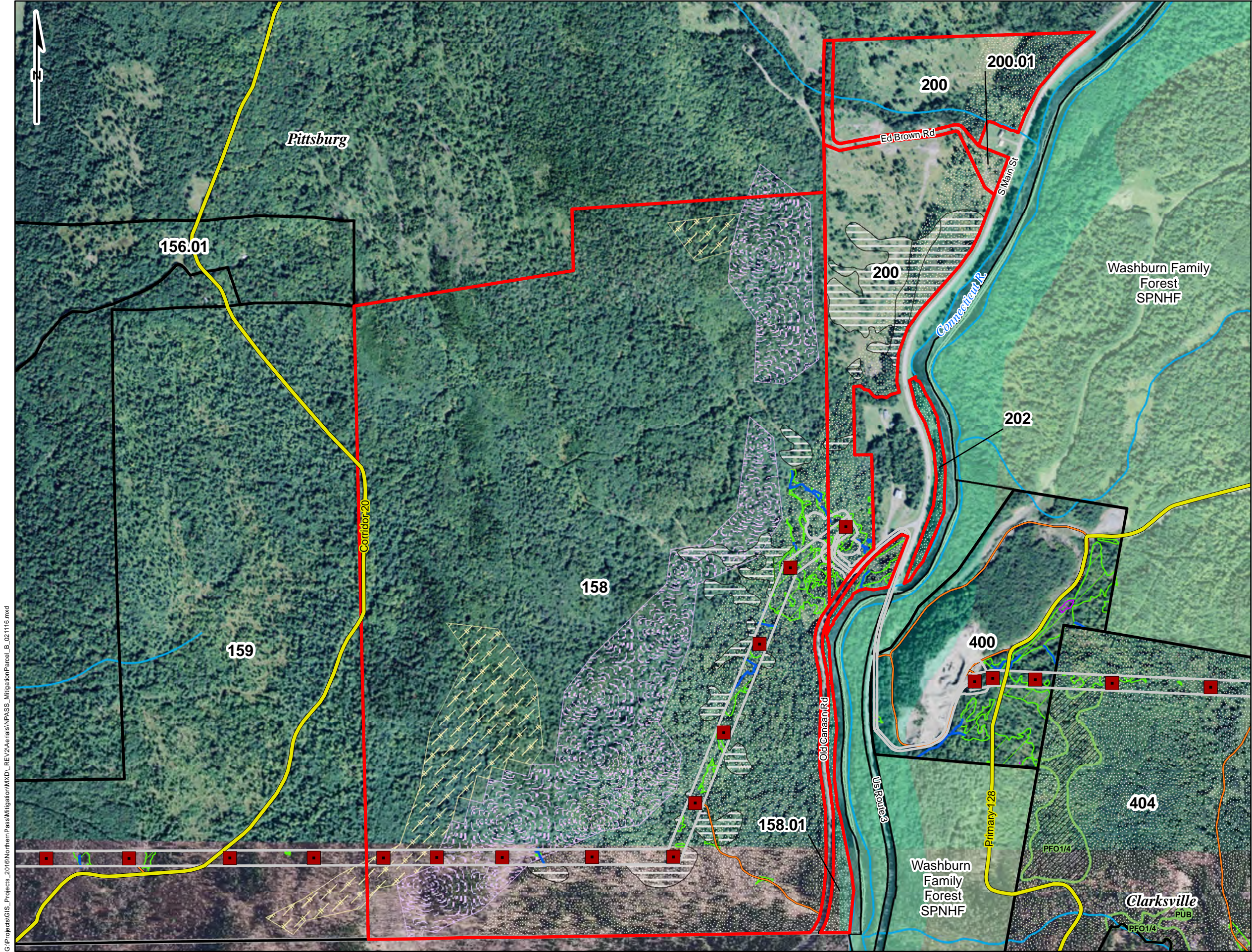


Photo 11. June 18, 2015. The Connecticut River shoreline on parcel 158.01, looking south.



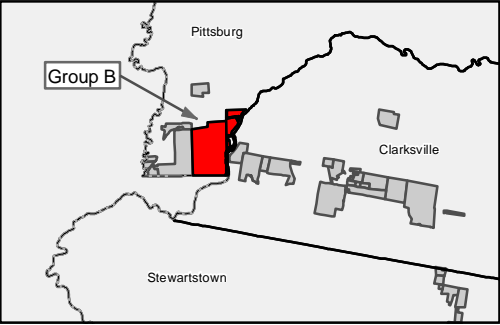
Photo 12. June 18, 2015. A View of Parcel 158 in Site B from the east across the River and Route 3, looking west. Group B includes the ridge line and slopes in the photo.

Aerial Photo Property Map



Northern Pass Mitigation Analysis

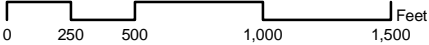
Mitigation Group: B



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

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

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

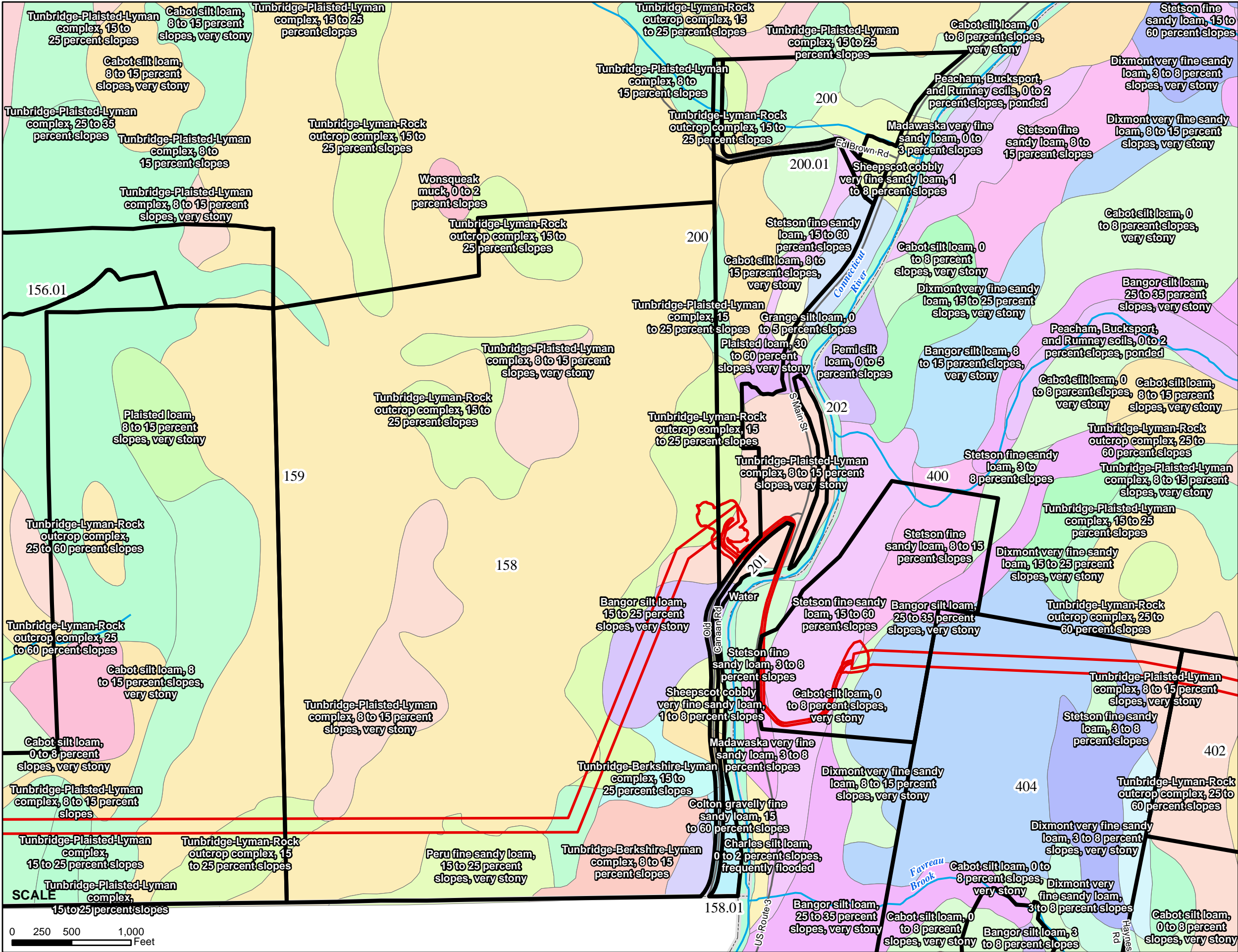


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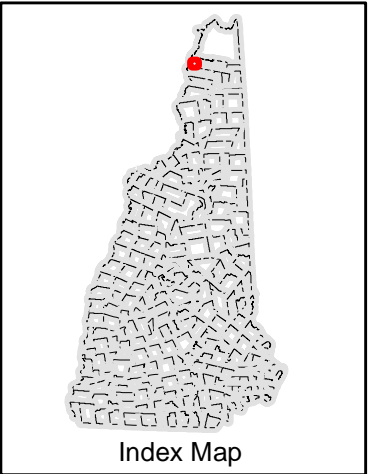


Natural Resource Maps

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Northern Pass Mitigation Analysis - Soils Map



Group: B

- Mitigation Parcels
- Proposed ROW/Site Facilities

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

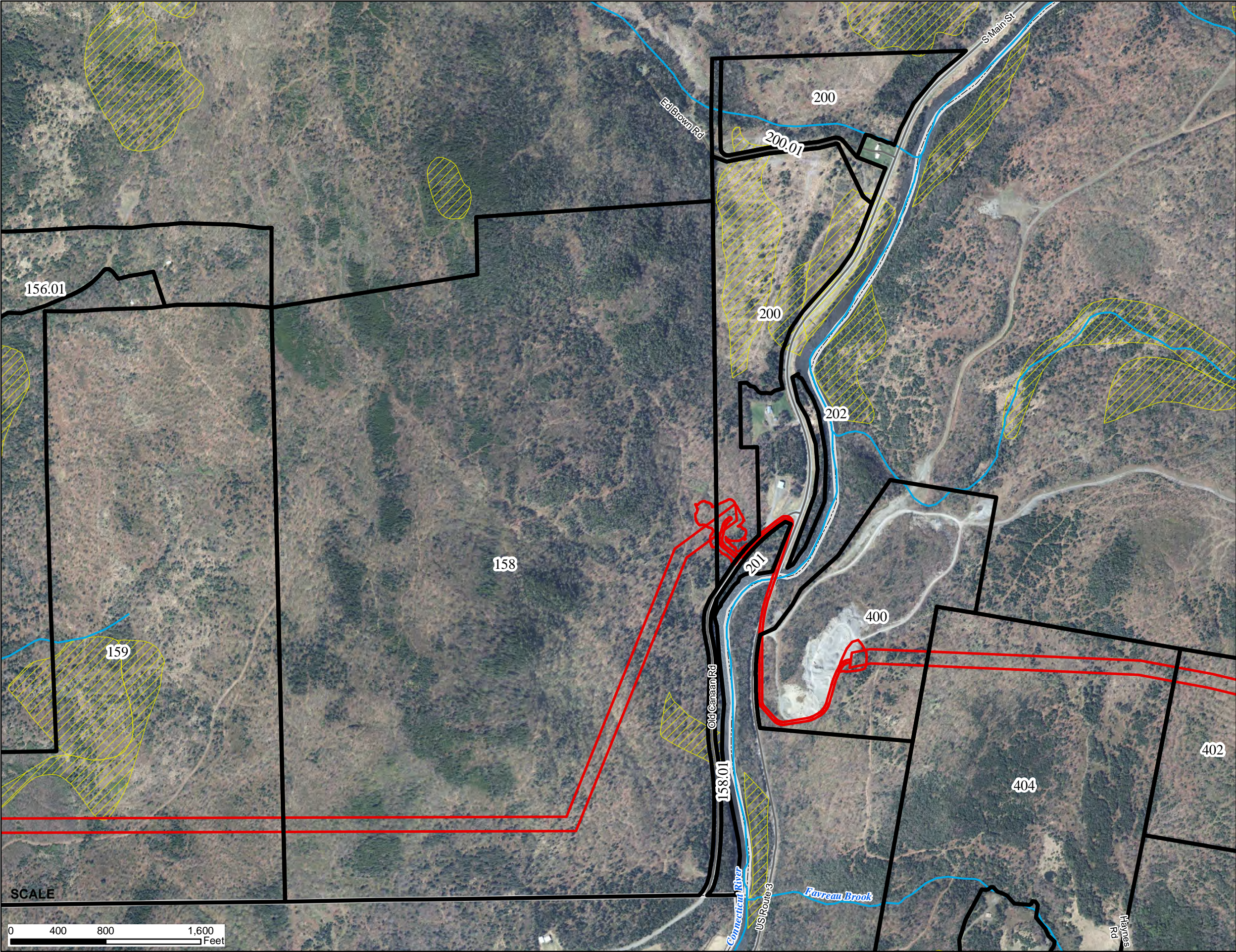
Data Provided By: GRANIT and NHD



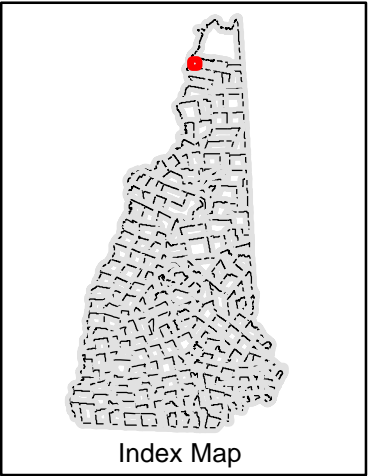
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Northern Pass Mitigation Analysis - Hydric Soils Map



- Group: B
- Mitigation Parcels
 - Proposed ROW/Site Facilities
 - Hydric Soils

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

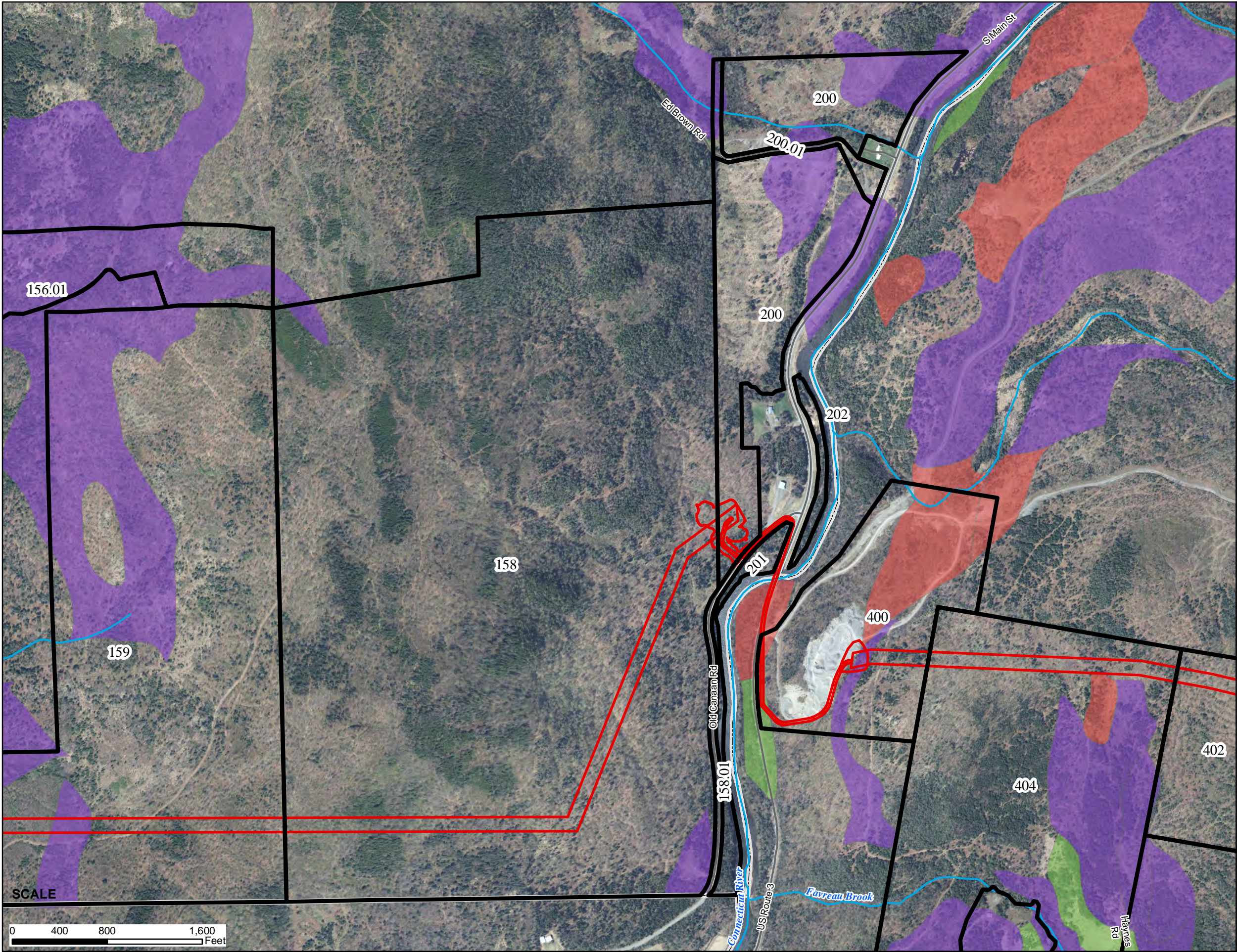
Data Provided By: GRANIT and NHD



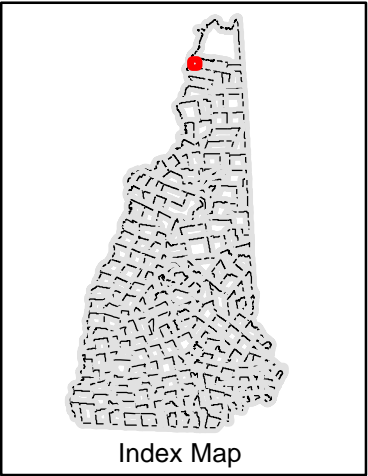
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Northern Pass Mitigation
Analysis - Agricultural Land Map



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

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

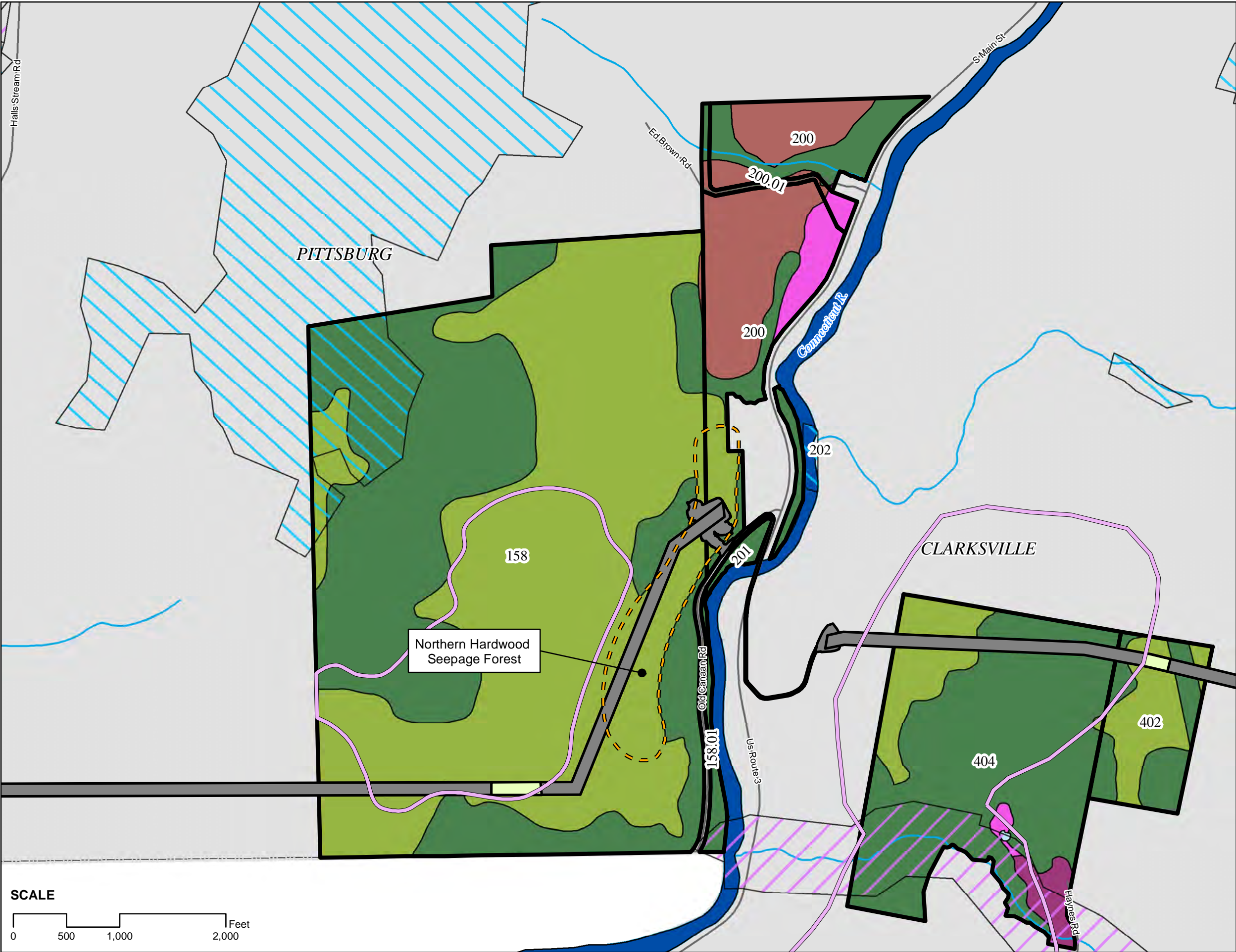
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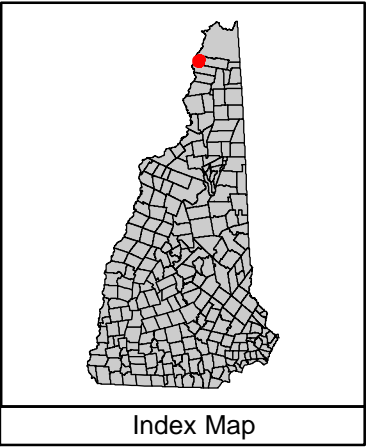
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Northern Pass Mitigation Analysis



Group: B

Site Features (acres)

- | | | | |
|------|--------------------------------------|-------|-----------------------------------|
| 17.3 | Proposed ROW / Site Facilities | 118.3 | Deer Winter Area |
| 1.3 | Proposed Mod-Tall Vegetated Crossing | 32.0 | Potentially Exemplary Communities |

WAP Tiers (acres)

- | | |
|------|---|
| 1.1 | Highest Ranked Habitat in NH |
| 31.4 | Highest Ranked Habitat in the Biological Region |

Photointerpreted Cover Types (acres)

- | | | | |
|-------|---------------------------|-------|----------------------------------|
| 9.2 | Open Habitat | | Mixed Hardwoods |
| 48.2 | Clear Cut | 209.3 | Lowland Spruce Fir |
| | River | | Hardwood / Softwood |
| | Stream | | Hemlock Hardwood Pine |
| | Pond | | High Elevation 2500 + |
| | Residential | | High Elevation Spruce Fir 2700 + |
| 274.8 | Northern Hardwood Conifer | | |

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

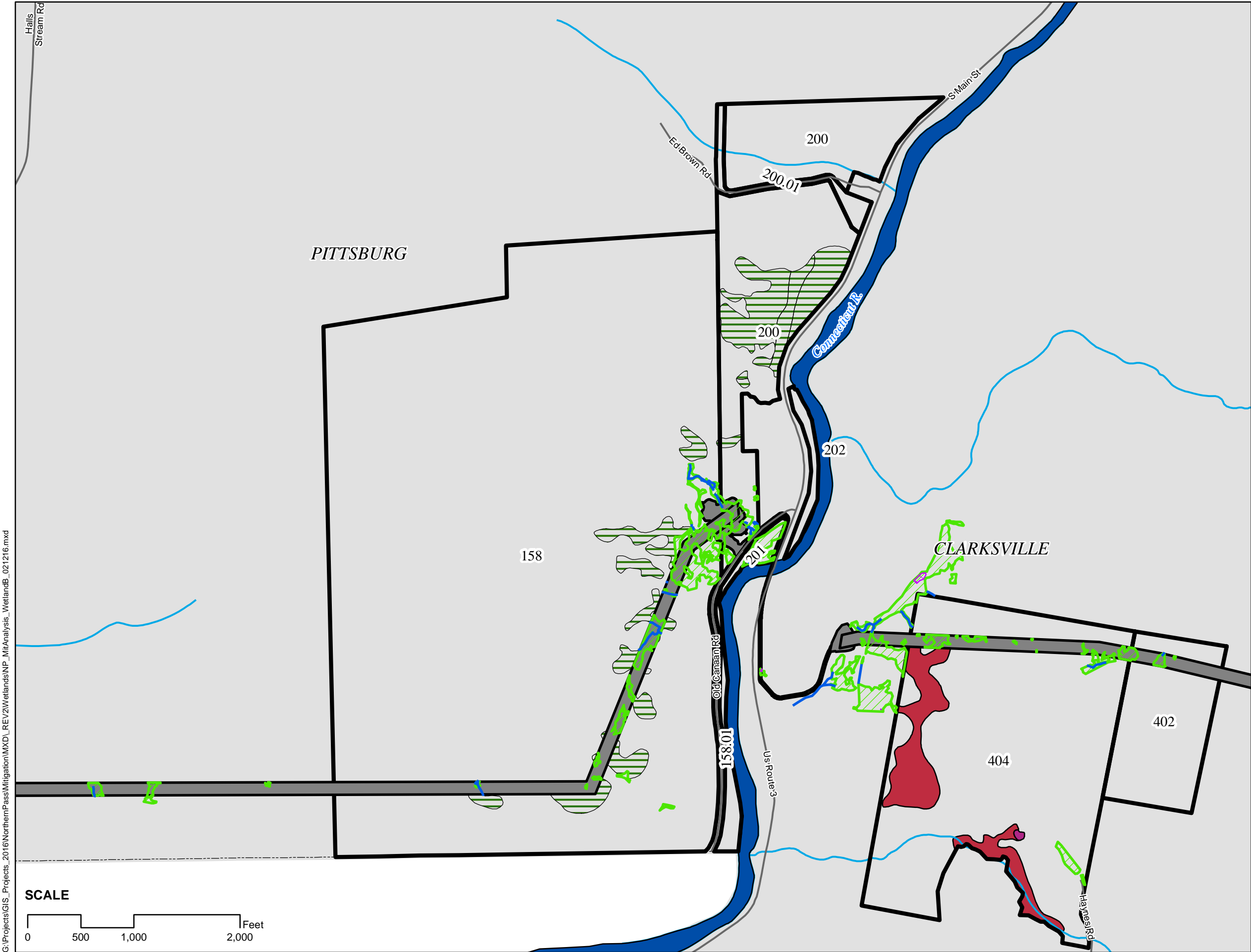
Data Provided By: GRANIT, NHF&G and NHD



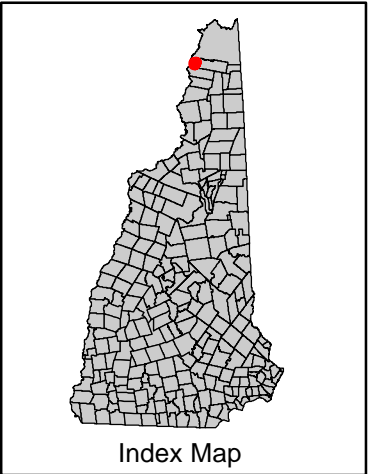
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Northern Pass Mitigation Analysis



Group: B

Site Features (acres)

- NHD Streams
- Delineated Streams
- Delineated Vernal Pools
- Delineated Wetlands (8.6)
- Field Reconnaissance Wetlands (28.9)
- Proposed ROW / Site Facilities (17.3)

Photointerpreted Wetland Cover Types (acres)

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

Data Provided By: GRANIT & NHD



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Site Reconnaissance Notes

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

Notes

LLs 158, 158.01, 200, 200.01, 202

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

Parcels that are located in close proximity to each other (sharing a boundary or separated by only a road) were reviewed as a single unit (group). An account of the major individual community types observed within the group was performed during the walkover. The community types are identified according to The Natural Communities of New 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 largest parcel within the group (LL 158) was partially surveyed for wetlands, streams and rare plants during the field effort for the proposed transition station and transmission line right-of-way (ROW). Those surveys identified two plant species tracked by the NH Natural Heritage Bureau (NHB). Wild leek (*Allium tricoccum* var. *tricoccum*), is classified as a “watchlist” species by NHB, and swamp crowfoot (*Ranunculus caricetorum*) is classified as “indeterminate.” These species also occur in an area surveyed to be a Northern Hardwood Seepage Forest, ranked as an S3: vulnerable community in New Hampshire. This community type is impacted by the proposed project, but extends outside of the impact area and is discussed below.

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 – Spruce – Fir Forest (S4)

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

Northern Hardwood Seepage Forest (S3)

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

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

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

Regenerating Old Field – Logged Clearing (unranked)

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

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

Other Community Types

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

Wildlife and Wildlife Habitat Value

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

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

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


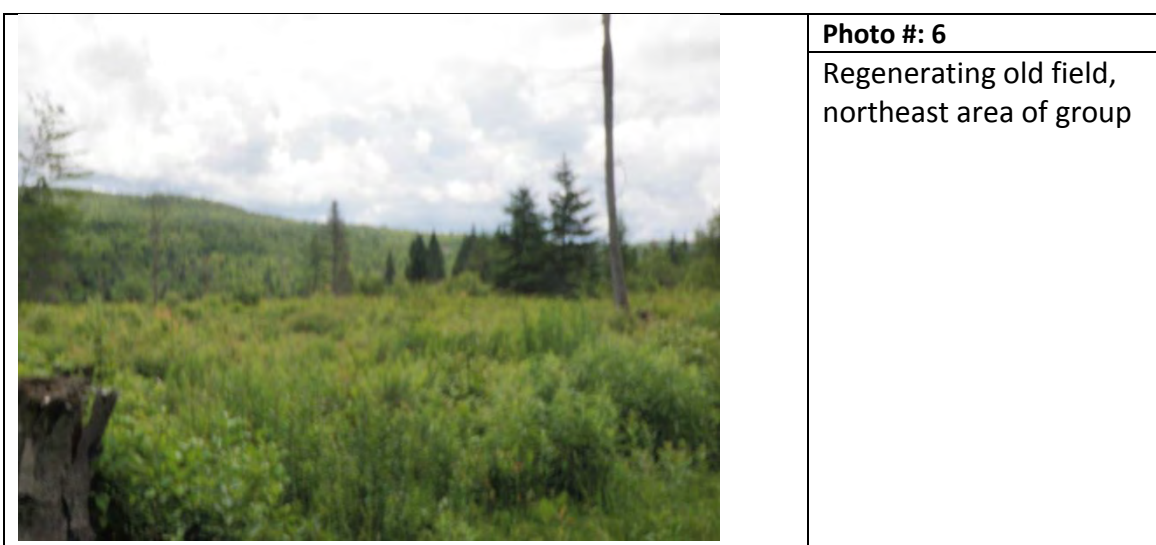
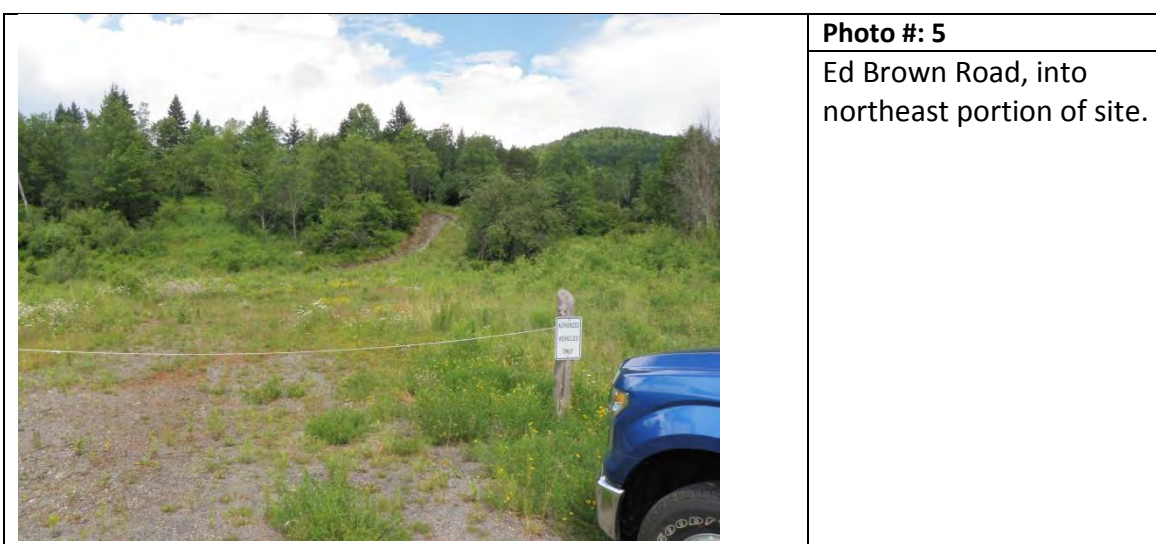
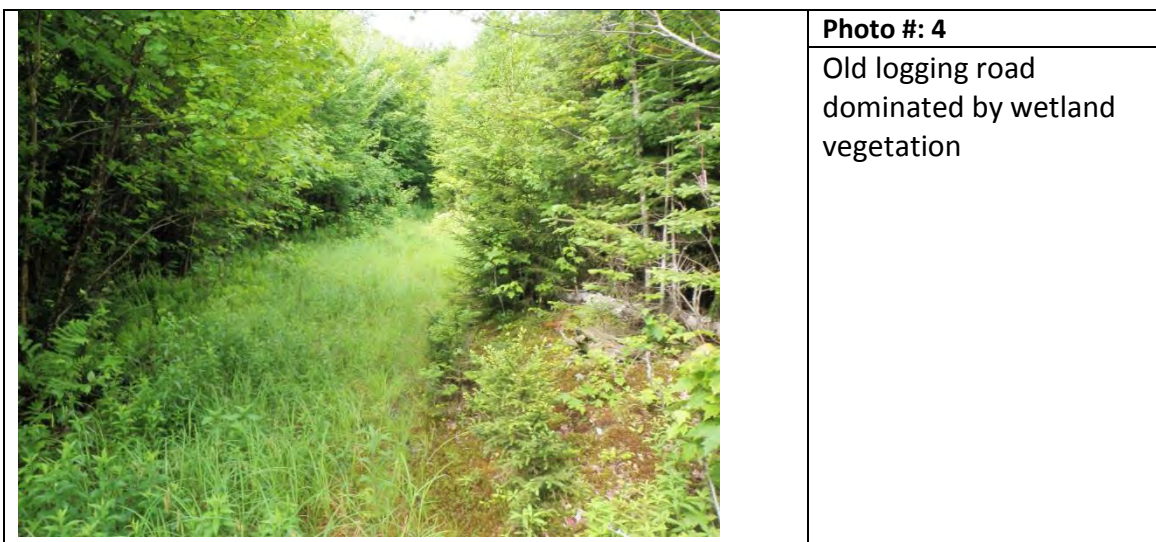
	Photo #: 1
	Young northern hardwood seepage forest

	Photo #: 2
	Northern hardwood – spruce-fir forest on slope

	Photo #: 3
	Mixed tall graminoid marsh on top of main ridge, center of site



Property Deeds and Survey Plans

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

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
****7 Thousand 5 Hundred 90 Dollars	
DATE 04/05/2012	AMOUNT CO005816\$ ****7590.00
VOID IF ALTERED	

QUITCLAIM DEED

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

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

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

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

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

BK 347 PG 448

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

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

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

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

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

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

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

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

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

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

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

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

BK1347PG0450

THIS IS NOT HOMESTEAD PROPERTY

Witness our hands this 5 day of April, 2012.

S. David S. R.
Witness

Brent W. Washburn
Brent W. Washburn

S. David S. R.
Witness

Mary Beth Washburn
Mary Beth Washburn

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

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

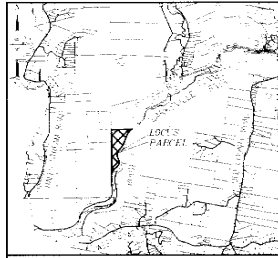
Before me,

Michael D. Ruedig
Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

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

BK1347PG0451

#3642



LOCUS MAP
NOT TO SCALE

A1-028
N/F
ELIANE STARLING &
DANE STARLING
DEED 315 PAGE 793

A1-029-002
N/F
RAYMOND E. DAVIS
DEED 720 PAGE 745
50.13
568'42'04"E
507'28'02"W
578.30'
(THE LINE)

A1-029
PARCEL #4
TO BE RETAINED BY
RENEWABLE PROPERTIES INC.
AREA 42,800 ± SQUARE FEET
(3.232 ± ACRES)
*SEE NOTE #3

A1-029
PARCEL #1
TO BE CONVEYED TO
BRENT W. & MARY BETH WASHBURN
AREA 38,000 ± SQUARE FEET
(0.893 ± ACRES)
*SEE NOTE #3

A1-029
PARCEL #6
TO BE RETAINED BY
RENEWABLE PROPERTIES INC.
(87 ± ACRES)

A1-022
N/F
CA. J. & JAMMY L. DUIN
DEED 723 PAGE 53

A1-029-003
N/F
KENT G. WASHBURN
DEED 876 PAGE 370

WOOD POST
REMAINS FOUND
N. RING OF
STONES

A1-024
N/F
MALCOLM & BRUCE
WASHBURN &
DALLAS CHASE

- NOTES:
1. OWNER OF RECORD: TAX MAP A1-029-002-RENEWABLE PROPERTIES INC., 780 N. COMMERCIAL STREET MANCHESTER, NH 03102
 2. DEED AND PLAN REFERENCES ARE TO THE COOS COUNTY REGISTRY OF DEEDS.
 3. AREA CALCULATIONS ARE BASED ON LAND ABOVE WATER, UTILIZING THE SURVEYED EDGE OF RIVER.
 4. FORMER LOCATION OF OLD ROUTE 3 IS WITHIN PARCELS 1, 2 & 4. NO RECORD OF DISCONTINUANCE HAS BEEN FOUND. RIGHTS OF OTHERS MAY EXIST.
 5. THIS PLAN IS A SUBDIVISION PLAN FOR THE SIX PARCELS CURRENTLY OWNED BY RENEWABLE PROPERTIES, INC. THE PURPOSE OF THIS PLAN IS TO ESTABLISH THE SIX PARCELS AS SEPARATE LOTS. THE TOWN OF PITTSBURGH, NH HAS NO ZONING ORDINANCES OR SUBDIVISION REGULATIONS.
 6. THE CONFIGURATIONS OF PARCELS 1-6 SHOWN ON THIS PLAN ALREADY EXIST, AND NO NEW LINES OF DIVISION OR OF STREETS AND WAYS ARE INTENDED. COLER & COLANTONIO, INC. DOES NOT GUARANTEE THAT THESE PARCELS CONFORM TO ANY LOCAL, STATE OR FEDERAL ZONING OR USE STANDARDS.

- PLAN REFERENCES:
1. 1971 FEDERAL AD PROJECT, S-(43)B, NH PROJECT NO. P. 1395, ON FILE AT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION.
 2. PLAN OF LAND FOR ARLENE WASHBURN SHELDS, PITTSBURGH, NH, SCALE 1"=200', DATED DECEMBER 15, 1980, PREPARED BY DAVID C. GARCELON INC., COLEBROOK, NH.
 3. PLAN OF LAND FOR ARLENE SHELDS, PITTSBURGH, NH, SCALE 1"=50', DATED JUNE 23, 1977, PREPARED BY DAVID C. GARCELON INC., COLEBROOK, NH.

- LEGEND:
- PROPERTY LINES
 - ADJUTER LINES
 - FE=NE
 - EDGE OF D.R. WAY
 - EDGE OF EASEMENT
 - FENCE
 - EDGE OF WATER
 - EDGE OF WATER - SURVEYED PARCEL
 - 126-002 TAX MAP - LOT NUVEER
 - NOW OR FORMALLY
 - 6"X6" CONCRETE MONUMENT
 - 5/4" DCT BOUND FOUND
 - IRON ROD/PIPE
 - BLAZE LINE

COLER & COLANTONIO, INC.
Tel: 603-232-8222 264 South River Road
www.coler-co.com Bedford, NH 03110

Subdivision Plan of Land
Pittsburg, NH

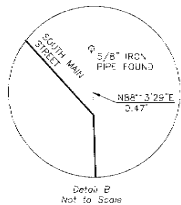
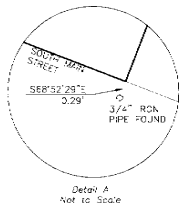
Land of
Renewable Properties, Inc.,
780 N. Commercial Street
Manchester, NH 03101

DATE:	APRIL 5, 2012
COMP./DESIGN:	JPM
CHECK:	JPM
DRAWN:	SJM
SCALE:	1" = 200'
JOB NO:	51227 1 OF 1
DWG NO:	280, 251, 702
	10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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



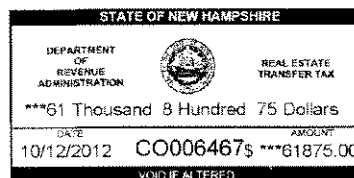
COLER & COLANTONIO, INC.
JOHN P. MACOLM, L.L.S. # 912
DATE: 4-5-12



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



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



WARRANTY DEED

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

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

TRACT 1:

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

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

BK 1361 PG 0463

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

TRACT 2:

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

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

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

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

TRACT 3:

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

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

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

The premises are conveyed SUBJECT TO the following:

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

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

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

THIS IS NOT HOMESTEAD PROPERTY.

EXECUTED this 28 day of September, 2012.

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

STATE OF California
COUNTY OF El Dorado

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



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

SEE ATTACHED
NOTARY CERTIFICATE

ACKNOWLEDGMENT

State of California
County of El Dorado)

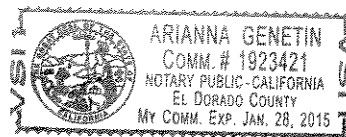
On 9/28/2012 before me, Arianna Genetin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Arianna Genetin (Seal)



BK1361PG0466

STATE OF California
COUNTY OF El Dorado

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



Arianna Genetin
Justice of the Peace/Notary Public
My Commission Expires 1-28-2015

Print name Arianna Genetin

SEE ATTACHED
NOTARY CERTIFICATE

BK1361PG0467

ACKNOWLEDGMENT

State of California
County of El Dorado)

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

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

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

WITNESS my hand and official seal.

Signature Arianna Genetin (Seal)



BK 1361 PG 0468

Conservation Easement Deed

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

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

**CONSERVATION EASEMENT DEED
With Grant of Access**

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

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

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

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

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

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

1. CONSERVATION PURPOSES

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

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

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

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

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

2. USE LIMITATIONS

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

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

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

ii. Requirements for Forestry:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. RESERVED RIGHTS

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

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

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

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

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

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

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

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

G. The right to operate on the Property, and to allow others and the general public to operate on the Property, small motorized vehicles (including small boats, snowmobiles, ATVs, "4-wheelers", OHVs, 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, except that no such trails shall be constructed in the deer wintering area or Northern Hardwood Seepage Forest, which approximate locations thereof are delineated in the Report. Grantor further reserves the right to seasonally designate certain trails for snowmobile use only. Such use of the Property shall be exclusively located on the trails depicted on the Plan or in the Report or as agreed to by Grantor and Third Party Holder. This provision is an exception to Section 2.H. and 2.I.

H. Grantor's Reserved Transmission Line Rights.

- i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements (the "Reserved Transmission Line Rights") over, under, in and on a 120-foot wide right of way relative to the Transmission Lines and no more than four acres in size relative to the Transition Station (collectively, the "Transmission Line ROW"), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines, to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:
 - a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric service (the "Transmission Lines") and a transition station with perimeter fencing, driveway and detention pond (the "Transition Station") in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than one hundred twenty (120) feet in width relative to the Transmission Lines, and no more than four (4) acres in size relative to the Transition Station, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and the Transition Station and to be documented as to location by a survey;
 - b. The right to provide electric services to customers by means of the Transmission Lines, the Transition Station and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
 - c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates, equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines, the Transition Station and any and all of the Grantor's systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
 - d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
 - e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove "danger trees" pursuant to NH RSA 231:145.
 - f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission

Line Rights;

- g. The right to enter upon, travel and transport personnel, materials and equipment, including by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
 - h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
 - i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
 - j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines or Transition Station;
 - k. The right to exclude the general public from the Transmission Line ROW; and
 - l. The right to enforce the covenants of the Grantee, as set forth below.
- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:
 - a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
 - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;
 - c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, Transition Station, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
 - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines, Transition Station and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.
- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
 - a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
 - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
 - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall

assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses, exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;

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

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

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

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

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

5. BENEFITS AND BURDENS

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

6. AFFIRMATIVE RIGHTS AND OBLIGATIONS OF GRANTEE

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

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

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

D. Contemporaneously with the recording of this Easement, the Grantor shall pay to the Grantee a one-time fee of Thirty-Five Thousand Five Hundred Ninety-One and 4/100 Dollars (\$35,591.04), to be deposited into the Grantee's stewardship fund and dedicated towards the perpetual stewardship of the Property (the "Stewardship Fee"). The Grantee shall have a fiduciary duty to hold and manage the Stewardship Fee consistent with its then existing stewardship fund policies and practices and in furtherance of the Purposes of this Easement in New Hampshire and in accordance with the wetlands mitigation project.

E. Notwithstanding any other provision of this Easement, and as required by the Clean Water Act Section 404 permit issued to the Grantor by the United States Army Corps of Engineers Permit No.

_____ and NHDES Wetlands Permit No. _____, the Grantor shall attempt to identify a Replacement Grantee with more experience holding conservation easements in the State of New Hampshire. In the event that the Grantor within five (5) years from the date of this Easement finds another qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement (the "Replacement Grantee"), and the Third Party Holder consents in writing to such Replacement Grantee, the Grantee shall assign and transfer all of its rights, title and interest in and to this Easement and the then remaining balance of the Stewardship Fee (as hereinafter defined) to the Replacement Grantee within forty-five (45) days of receipt of notice from the Grantor requiring said assignment (the "Required Assignment"). The Grantor's right to require the Grantee to enter into the Required Assignment shall only be exercised once by the Grantor. From and after five (5) years from the date of this Easement, the Grantee's obligation to enter into the Required Assignment shall terminate if prior written notice of such Required Assignment has not been received by the Grantee as required by this paragraph. The failure by the Grantee to timely enter into the Required Assignment with the Replacement Grantee shall be deemed to be a breach of this Easement by Grantee.

7. RESOLUTION OF DISAGREEMENTS

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

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

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

matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

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

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

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

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

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

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

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

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

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

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

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

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

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

9. THIRD PARTY RIGHT OF ENFORCEMENT

A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within

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

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

10. AMENDMENT

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

11. NOTICES

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

12. SEVERABILITY

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

13. EXTINGUISHMENT & CONDEMNATION

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

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

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

14. ADDITIONAL EASEMENT

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

15. MERGER

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

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

[Signature Pages Follow]

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

GRANTOR:

RENEWABLE PROPERTIES, INC.

By: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED BY GRANTEE:

EVERSOURCE ENERGY LAND TRUST, INC.

By: _____
Title: _____

STATE OF _____
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

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

Thomas Burack, Commissioner
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

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

Notary Public/Justice of the Peace
My commission expires:

APPENDIX A

Legal Description

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

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

EXCEPTING FROM the above property the following:

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

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

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

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

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

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

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

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

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

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

TRACT 1:

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

TRACT 2:

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

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

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

TRACT 3:

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

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

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

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

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

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

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

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

Mitigation Baseline Documentation Report

Site C - Haynes Road Site

Clarksville, NH

Northern Pass



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

December 2016

Conservation Easement Baseline Documentation Report

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

Donor Information:

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

Address: 780 Commercial St, Manchester, NH 03101

Property Location:

Road: Haynes Road

Town/County: Town of Clarksville, Coos County

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

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

Buildings, Structures, & Improvements on Property:

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

Condition of Land:

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

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

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

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

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

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

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

_____ for Eversource Energy Land Trust, Inc.

_____ Baseline Document Preparer-

_____ Date _____ Date

Attachments: (not all conservation parcels have all attachments)

USGS Location Map

Ground Photos

Aerial Property Map

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

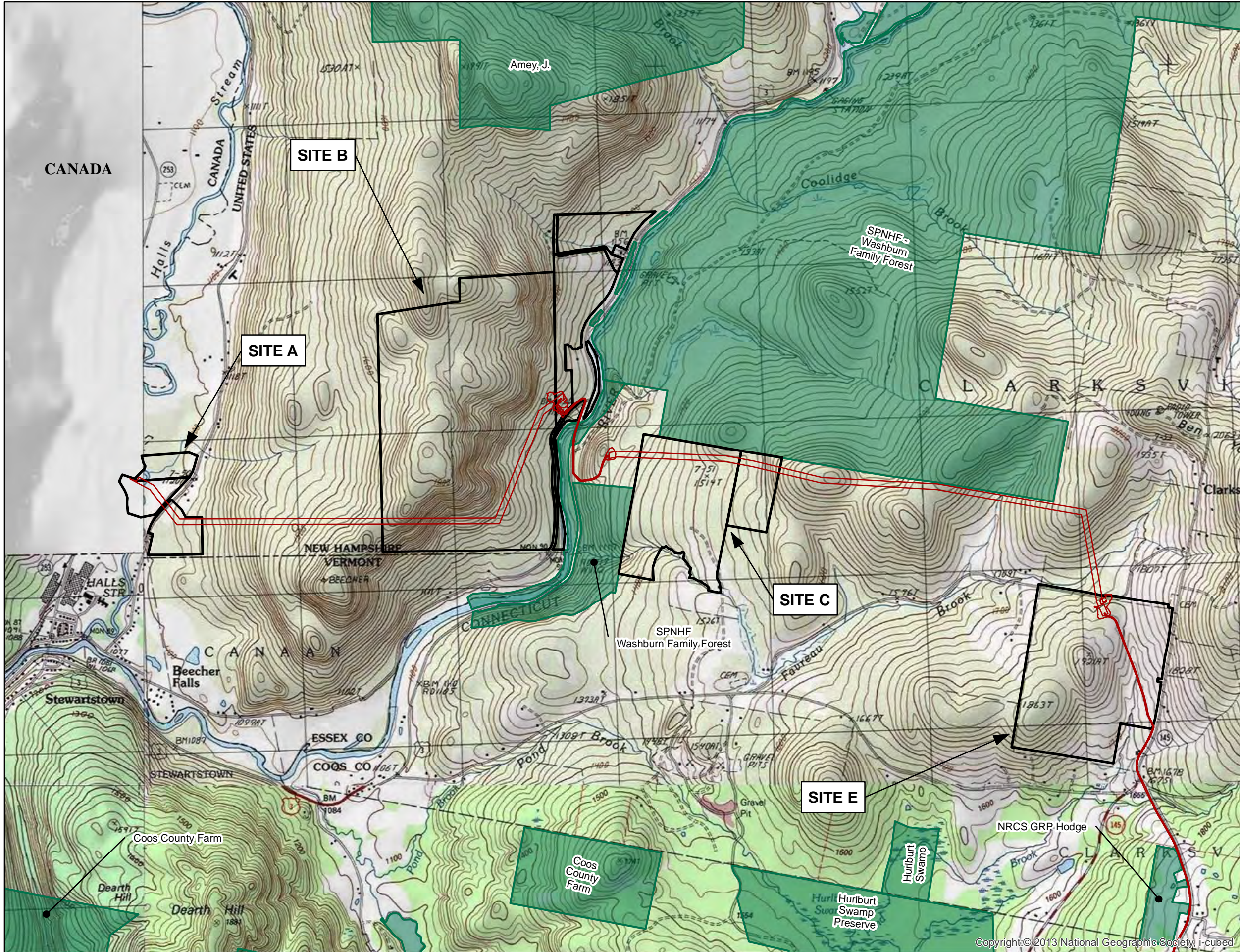
Site Reconnaissance Notes

Property Deeds and Survey Plans

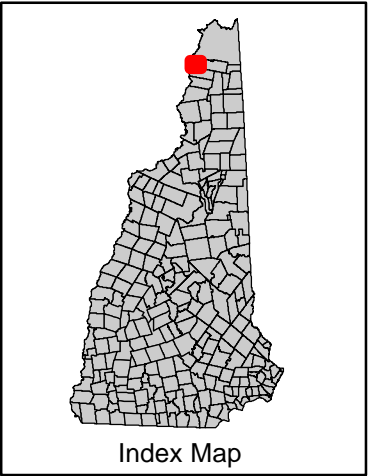
Conservation Easement Deed

USGS Location Map

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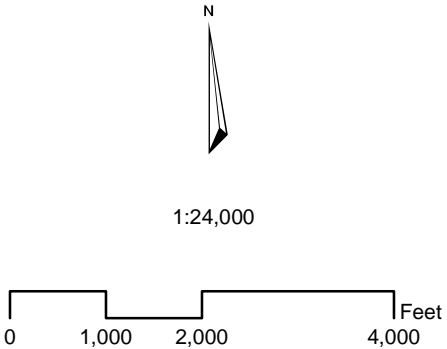


Northern Pass Mitigation Analysis



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

Data Provided By: ESRI & USGS



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

NORMANDEAU ASSOCIATES
Environmental Consultants

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Ground Photos

Site C – Haynes Road Mitigation Site
Ground Photos



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



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



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



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

Site C – Haynes Road Mitigation Site
Ground Photos



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



Photo 6. Favreau Brook on parcel LL 404.



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



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

Site C – Haynes Road Mitigation Site
Ground Photos



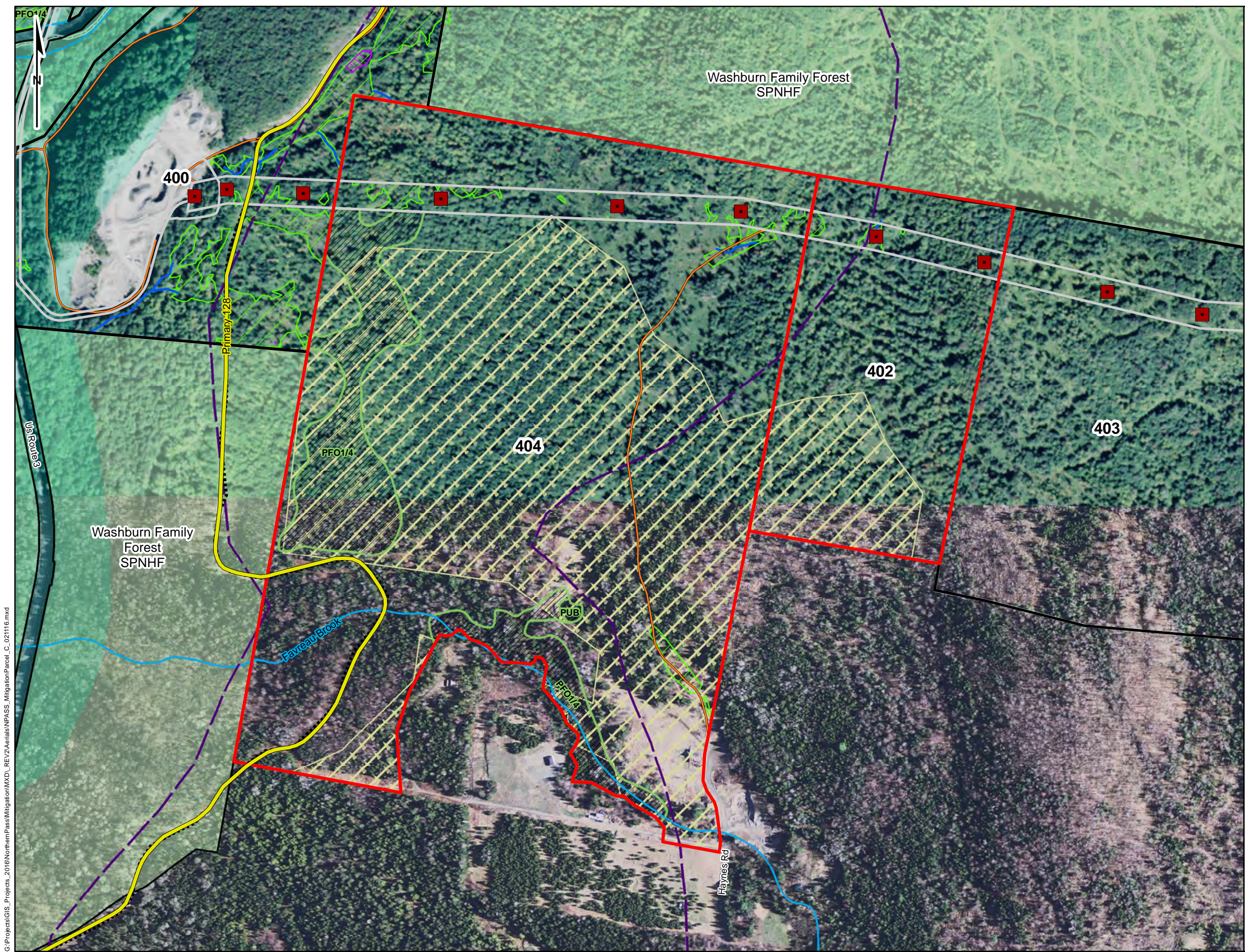
Photo 9. June 18, 2015. Small farm pond on Parcel 404.



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

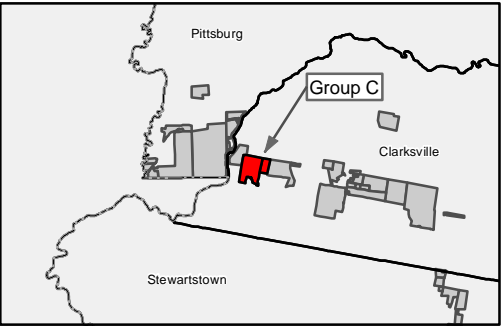
Aerial Photo Property Map

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Northern Pass Mitigation Analysis

Mitigation Group: C



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

- Site Features
- Proposed Transmission Structures

ROW Access Routes

NHD Streams

Delineated Streams

Snowmobile Trails

Proposed ROW

Group C Parcels

Political Boundaries

Delineated Vernal Pools

Delineated Wetlands

Photointerpreted Wetlands

Deer Wintering Areas

Lowland Spruce Fir

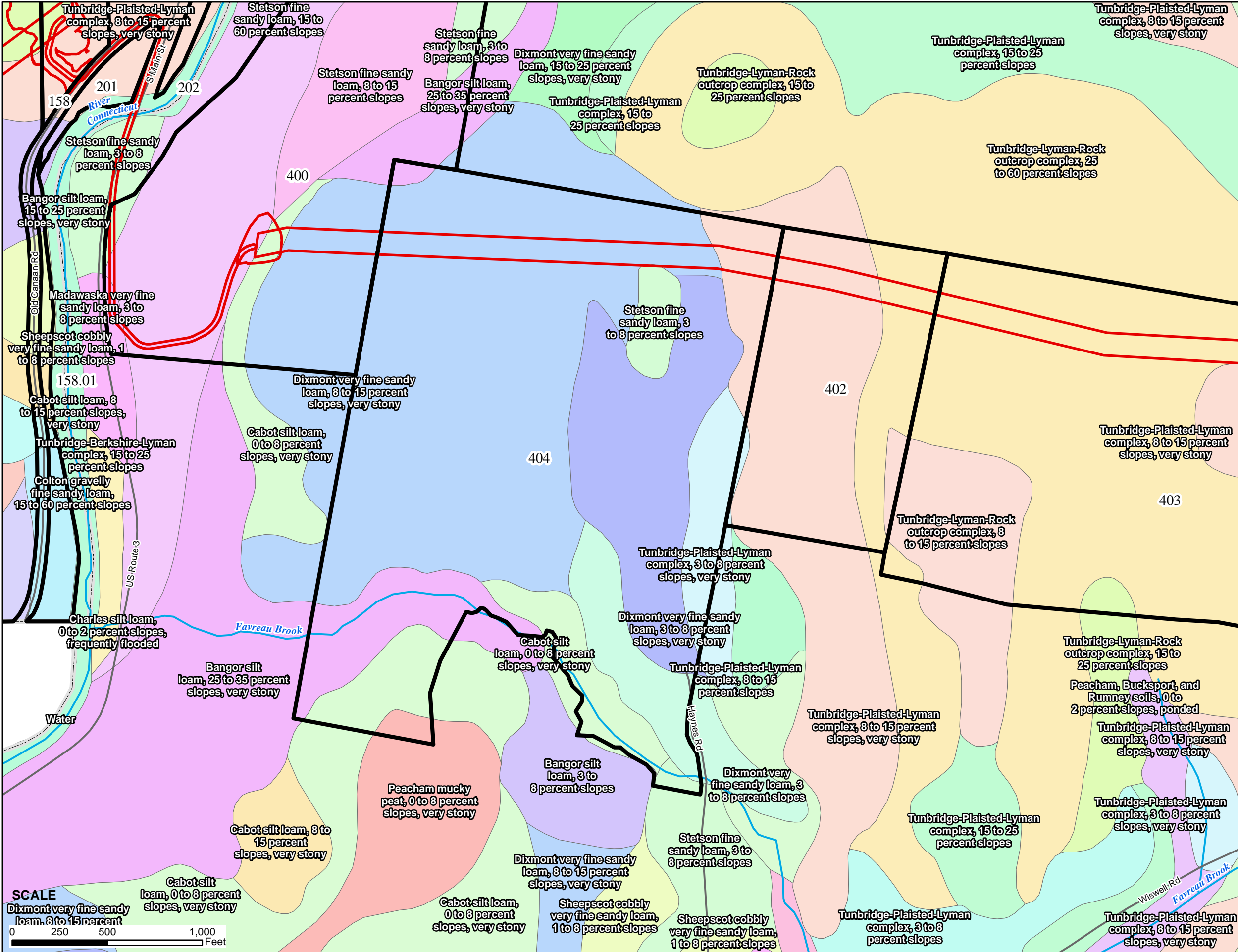
FEMA Flood Zone

Conservation Land
- Data Provided By: GRANIT, NHDES, NHHNB, NRCS, NHF&G, NHD and ESRI
- Normandeau Associates, Inc
25 Nashua Road,
Bedford, NH, USA
03110

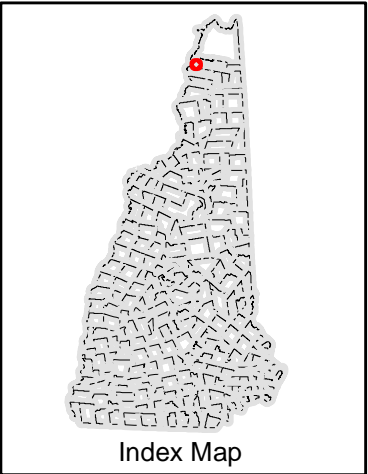
NORMANDEAU
ASSOCIATES
Environmental Consultants

Natural Resource Maps

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Northern Pass Mitigation Analysis - Soils Map



Group: C

- Mitigation Parcels
- Proposed ROW/Site Facilities

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

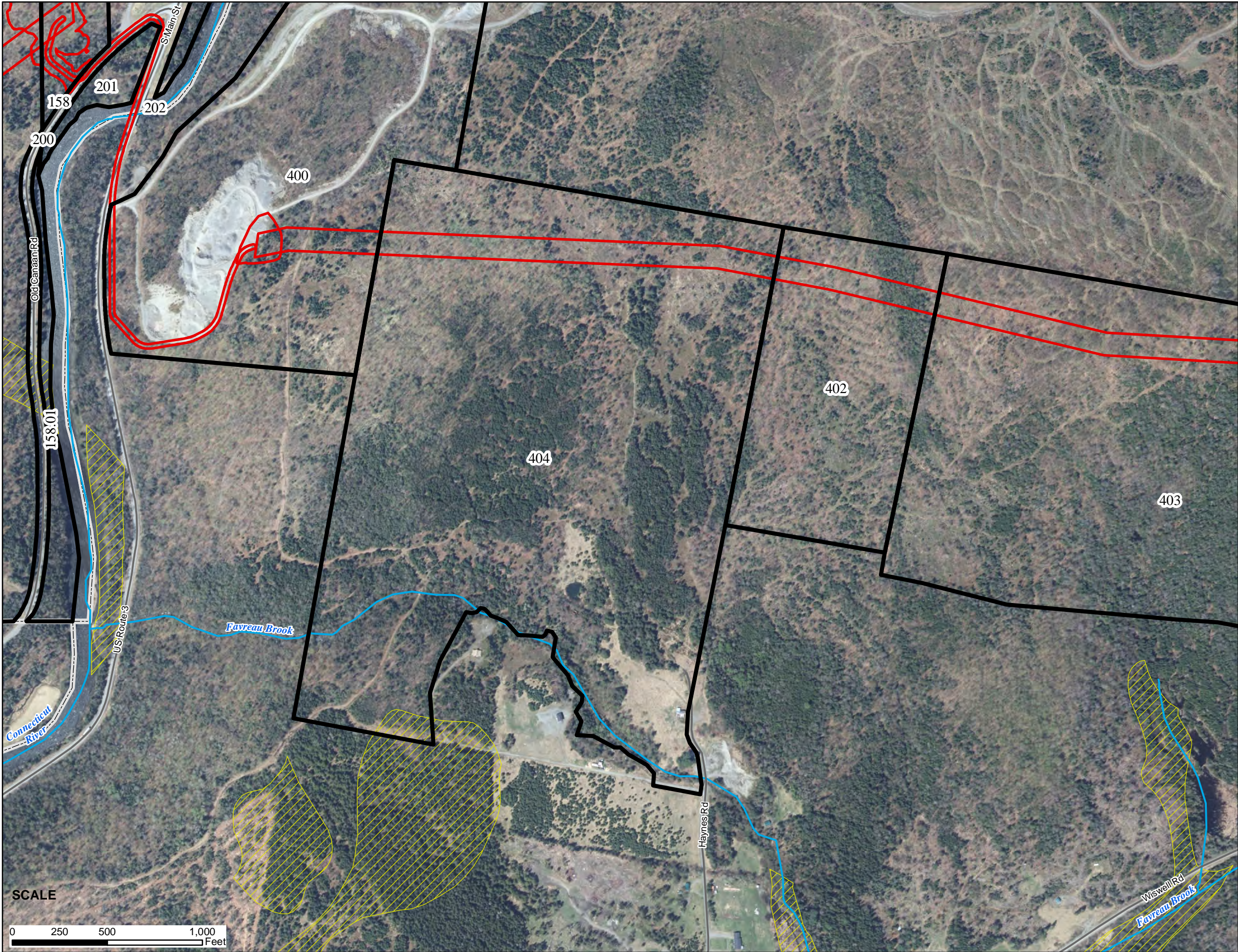
Data Provided By: GRANIT and NHD



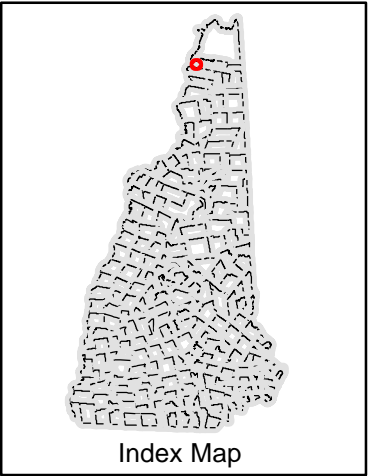
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Northern Pass Mitigation
Analysis - Hydric Soils Map



Group: C

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

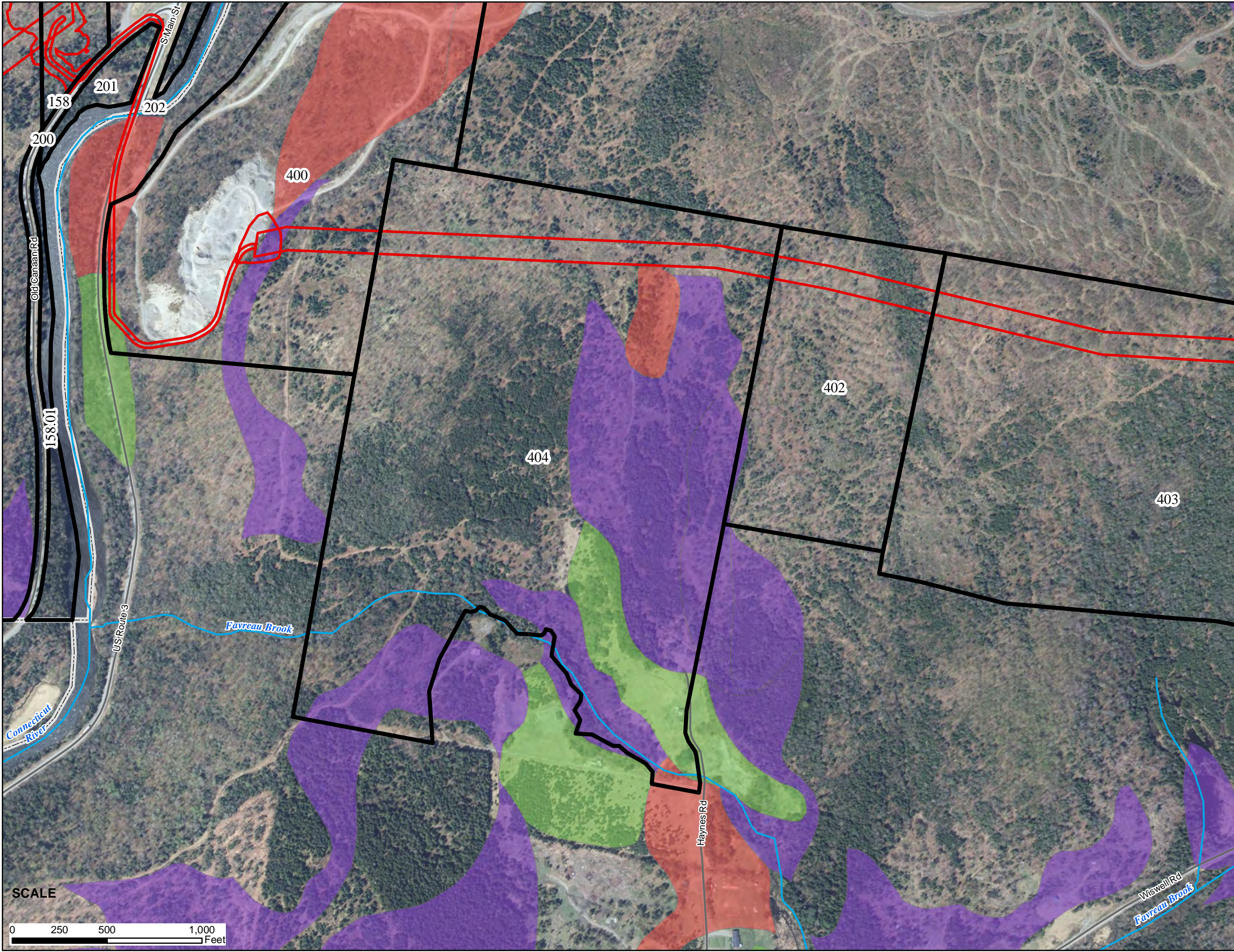
*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD

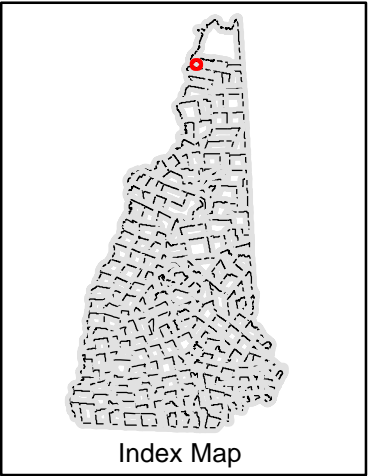


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Bedford, NH, USA
03110





Northern Pass Mitigation
Analysis - Agricultural Land Map



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

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

Data Provided By: GRANIT and NHD



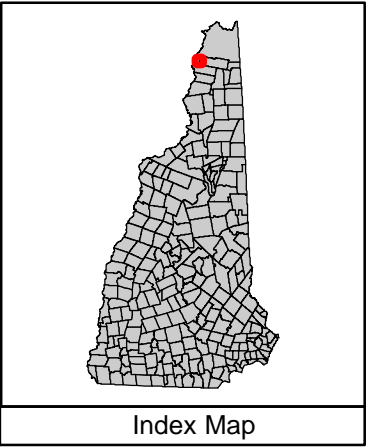
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Northern Pass Mitigation Analysis



Group: C

- Site Features (acres)**
- | | | | |
|-----|--------------------------------------|-------|------------------|
| 8.2 | Proposed ROW / Site Facilities | 110.3 | Deer Winter Area |
| 0.7 | Proposed Mod-Tall Vegetated Crossing | | |
- WAP Tiers (acres)**
- | | | | |
|------|---|--|--|
| 26.5 | Highest Ranked Habitat in NH | | |
| | Highest Ranked Habitat in the Biological Region | | |
- Photointerpreted Cover Types (acres)**
- | | | | |
|------|---------------------------|-------|----------------------------------|
| 1.3 | Open Habitat | | Mixed Hardwoods |
| | Clear Cut | 112.0 | Lowland Spruce Fir |
| | River | | Hardwood / Softwood |
| | Stream | | Hemlock Hardwood Pine |
| 0.2 | Pond | | High Elevation 2500 + |
| 6.4 | Residential | | High Elevation Spruce Fir 2700 + |
| 33.1 | Northern Hardwood Conifer | | |

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

Data Provided By: GRANIT, NHF&G and NHD



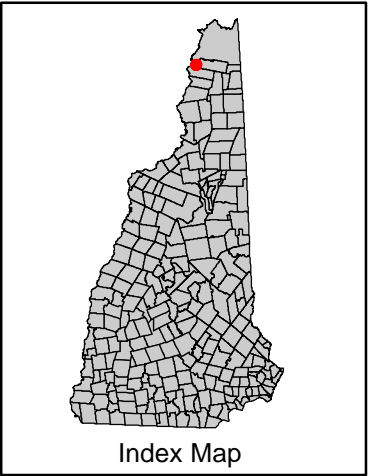
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Northern Pass Mitigation Analysis



Group: C Site Features (acres)

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

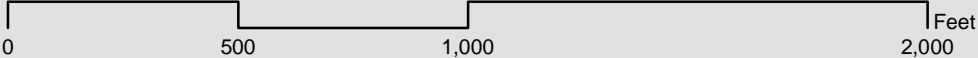
Photointerpreted Wetland Cover Types (acres)

- | | | |
|------|--------|----------------|
| 13.3 | PEM1 | PUB |
| | PFO1 | PVP |
| 38.0 | PFO1/4 | River |
| | PFO4 | Stream Channel |
| | PSS1 | |

Data Provided By: GRANIT & NHD



SCALE



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



Site Reconnaissance Notes

Haynes Road Mitigation Parcel Field Reconnaissance Notes

LLs 402, 404

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

Parcels that are located in close proximity to each other (sharing a boundary or separated by only a road) were reviewed as a single unit (group). An account of the major individual community types observed within the group was performed during the walkover. The community types are identified according to The Natural Communities of New 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

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

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 – Spruce – Fir Forest (S4) and Lowland Spruce – Fir Forest (S3)

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

Regenerating Old Field – Logged Clearing (unranked)

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

Wildlife and Wildlife Habitat Value

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



Photo #: 1

Intact spruce – fire forest



Photo #: 2


Regenerating old field -
logged clearing



Photo #: 3

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

	Photo #: 4
	Old field/pasture

	Photo #: 5
	Vacant building, southeast corner of site

Property Deeds and Survey Plans

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

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
****2 Thousand 2 Hundred 50 Dollars	
DATE 04/04/2012	AMOUNT CO005807s ****2250.00
VOID IF ALTERED	

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **JOHN R. LUGLI and JEAN C. LUGLI**, husband and wife, of 231 Newington Road, West Hartford, CT 06110, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with **WARRANTY COVENANTS**, the following described real estate located in the Town of Clarksville, County of Coos and State of New Hampshire:

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

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

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

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

BK 1347 PG 0338

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

THIS NOT HOMESTEAD PROPERTY

EXECUTED this 30 day of MARCH, 2012.

John R. Lugli
John R. Lugli

Jean C. Lugli
Jean C. Lugli

STATE OF Connecticut
COUNTY OF Hartford

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

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

Print name Todd Bower

STATE OF Connecticut
COUNTY OF Hartford

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

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

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

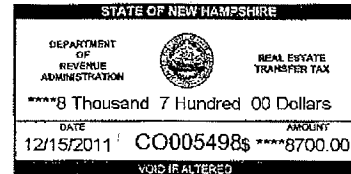
Print name Todd Bower

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

BK 1347PG0339

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

Doc # 0005106 Dec 15, 2011 12:45 PM
 Coos County Registry of Deeds
Carole A. Lamirande
 Carole A. Lamirande, Registrar



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **FRERESTONE, LLC**, a New Hampshire limited liability company of Lancaster, New Hampshire, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation with an address of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 with **WARRANTY COVENANTS**, the following described real estate located in the Town of Clarksville, Coos County and State of New Hampshire:

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

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

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

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

BK 1340PG0590

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

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

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

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

All bearing magnetic in September, 1991.

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

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

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

EXCEPTING the following:

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

BK 1340PG0591

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

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

EXECUTED this 9th day of December, 2011.

FRERESTONE, LLC

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

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

On this the 9th day of December, 2011, before me, the undersigned officer, personally appeared the above-named Kenneth R. Tetrault, Member, duly authorized, of Frerestone, LLC known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

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

STEPHEN F. FOGG
Commissioner of Deeds - New Hampshire
My Commission Expires September 28, 2016
at name _____

BK 1340PG0592

#573B

1991

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



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

Wilma Bunnell

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

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

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

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



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

Title Source: Estate of Kenneth Bunnell To Wilma Bunnell
Volume 458, Page 20

0 Feet 200 400 600 800 1000

COOS COUNTY
104582
REGISTER OF DEEDS

RECEIVED
2007 JUL 27 AM 11:28

Carroll L. Bennett
Register

#2970

References:

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

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

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

Graphic Scale



The bearings on this plan are referenced to Magnetic North 2006

LEGEND	
●	Iron Rod (set)
○	Iron Rod (found)
○	Iron Pipe (found)
▲	Calculated Point
—	Farreau Brook
○	Utility Pole
□	Test Pit
●	Spade Bench Mark
⊙	Drilled Well
~~~~~	Brushline
---	Subject Property Line
---	Tie Line



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

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

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

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

NET & T  
Iron Pipe Found  
Formerly Wilma Bunnell  
Bk 802, Pg 40  
Nov 5, 1992  
Tax Map # R2-51

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

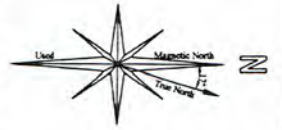
I certify that the instrument was obtained from the person named in the instrument. The instrument was not altered or falsified in any way.

COOS COUNTY  
004397  
REGISTER OF DEEDS

RECEIVED  
2006 JUN 27 AM 10:55

*Sally Kellister*  
Sally Kellister  
Sally Kellister

# 2710



The Bearings on this plan are  
referenced to Magnetic North 2006

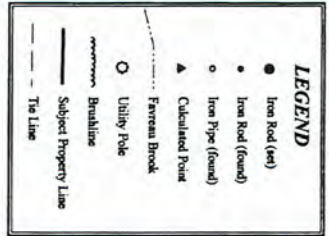
Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992  
Tax Map # R2-79

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

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Board or Zoning Regulations that govern, controls,  
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Any existing rights or easements which may exist  
that are not shown on this plan were not identified  
and located as part of this survey.  
The new boundary lines are intended to be straight.  
The newly blazed lines are intended to closely  
represent the new line.

**References :**

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

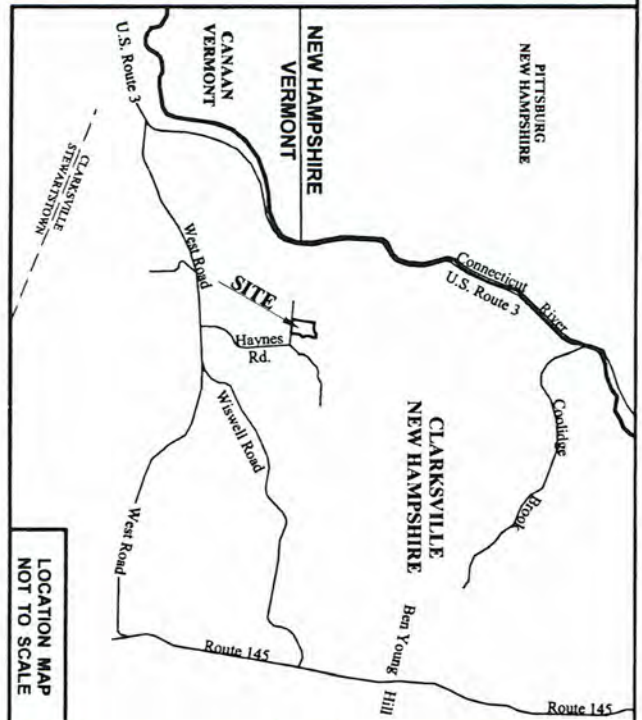


Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992  
Tax Map # R2-79  
Residual Area  
141.4 Acres ±  
- 6.1 Acres ±  
= 135.3 Acres ±

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

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

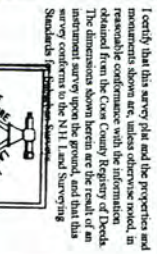
**Graphic Scale**



**LOCATION MAP**  
NOT TO SCALE

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

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



**F.W. COWAN & SONS, Inc.**  
Land Surveyors  
Thibault Real Estate Building  
59 Christian Hill Road  
P.O. Box 383, Canaan, Vermont 05903  
Tel: (802) 266-3575

Topcon GTS 225 Total Station Transverse  
June 2006

Iron Rod Set are 1/4 inch either, 3 feet in  
length, with stamped plates identification codes.  
Plan No. 06-27

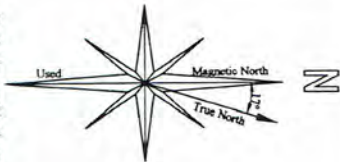


COOS COUNTY  
005853  
REGISTER OF DEEDS

RECEIVED  
2007 SEP 26 PM 1:25

*Carla A. Lamiranda* # 3006

The Bearings on this plan are  
referenced to Magnetic North 2006



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

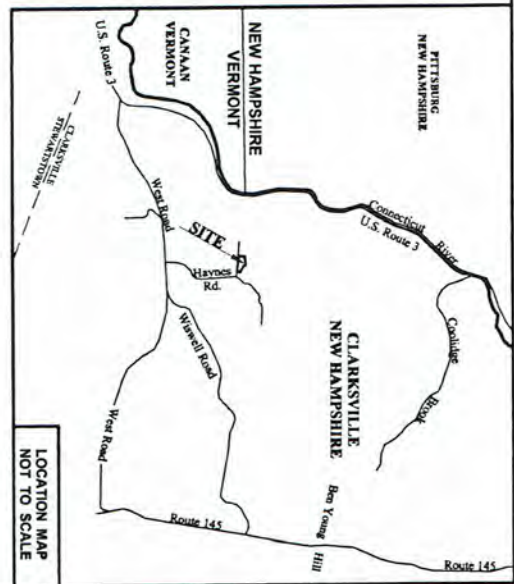


Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992  
Tax Map # R2-79  
Residual Area  
128.6 Acres ±

N/F  
Jean Lough, Eal  
Bk. 791, Pg. 179  
Tax Map # R2-76

N/F  
Jean Lough, Eal  
Bk. 791, Pg. 179  
Tax Map # R2-75

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



The Town of Clarksville does NOT have a Planning Board or Zoning Regulations that govern, control, approve or disapprove subdivisions within the Town.

Any existing rights or easements which may exist that are not shown on this plan were not identified and located as part of this survey.

**References:**

Town of Clarksville Tax Maps

Deeds found in the Coos County Registry of Deeds.

Plan Entitled: "Property of Wilma Bunnell, Clarksville, N.H. Scale: 1" = 200', September 1991."

Surveyed by E.O. Haynes

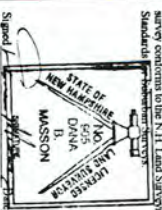
Plan Entitled: "Plan of 1 Lot Subdivision of Land of Stanley Bunnell, Westerly of Haynes Road, Clarksville, Coos County, New Hampshire, Scale: 1 inch = 100 feet, June 21, 2006"

Survey & Plan By: F.W. Cowan & Sons, Inc.

**SOURCE OF TITLE**

Warranty Deed  
from  
Wilma P. Bunnell  
to  
Stanley Bunnell  
Bk. 791, Pg. 181  
Feb. 7, 1992

**Graphic Scale**



I certify that this survey plan and the properties and measurements shown are, unless otherwise noted, in accordance with the standards and procedures set forth in the Uniform Standards of Professional Practice for Land Surveyors, as adopted by the State of New Hampshire, and that the dimensions shown herein are the result of an instrument survey upon the ground, and that this survey conforms to the N.H. Land Surveying Standards.

Survey & Plan By:  
**F.W. COWAN & SONS, Inc.**  
Land Surveyors  
Thibault Real Estate Building  
59 Christian Hill Road  
P.O. Box 383, Canaan, Vermont 05903  
Tel. (802) 266-3575  
Tolson GTS 225 Total Station Traverse  
June 2007

Iron Rods set are 1/4 inch rebar, 3 feet in length, with stamped plastic identification caps.  
Plan No. 0742



# **Conservation Easement Deed**

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

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

**CONSERVATION EASEMENT DEED  
With Grant of Access**

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

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

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

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

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel or parcels of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land situated on 103 Haynes Road, in the Town of Clarksville, County of Coos, State of New Hampshire, with said Property and Easement more particularly bounded and described in Appendix "A" attached hereto and made a part hereof, and on a plan set dated ____ prepared by, _____ titled "_____", and recorded at the _____ County Registry of Deeds as Plan # _____ (hereinafter referred to as the "Plan").

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

**1. CONSERVATION PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following

conservation purposes (herein referred to as the “Purposes”) for the public benefit:

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

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



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

## **2. USE LIMITATIONS**

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

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

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

ii. Requirements for Forestry:

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

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

qualified person approved in advance and in writing by the Grantor, at the sole expense of Grantee (the "Management Plan"). The Management Plan shall be subject to the approval of the Grantor and the Third Party Holder, and the NH Fish & Game Department shall be permitted to provide the Third Party Holder with advisory comments and suggestions. The Management Plan shall not permit the Grantee to interfere with the Grantor's reserved rights set forth in Section 3.G. and Section 3.H. hereof.

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

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



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

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

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

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

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

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

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

H. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property,

except as allowed in Section 3.A., Section 3.G. and Section 3.H. below.

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

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

### **3. RESERVED RIGHTS**

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

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

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

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

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

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

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

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

H. Grantor's Reserved Transmission Line Rights.

i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements (the "Reserved Transmission Line Rights") over, under, in and on a 120-foot wide right of way (the "Transmission Line ROW"), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines (as hereinafter defined), to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:

a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for



providing and maintaining electric service (the "Transmission Lines"), in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than one hundred twenty (120) feet in width, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and to be documented as to location by a survey;

- b. The right to provide electric services to customers by means of the Transmission Lines and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
- c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates, equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines and any and all of the Grantor's systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
- d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
- e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove "danger trees" pursuant to NH RSA 231:145.
- f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
- g. The right to enter upon, travel and transport personnel, materials and equipment, including by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
- h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
- i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
- j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines;
- k. The right to exclude the general public from the Transmission Line ROW; and
- l. The right to enforce the covenants of the Grantee, as set forth below.

- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:
  - a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
  - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;
  - c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
  - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.
- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
  - a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
  - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
  - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses, exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;
  - d. That the Grantee also agrees that no cessation of use or operation for any period of time of all or any portion of the Reserved Transmission Line Rights or any areas of the Transmission Line ROW utilized by Grantor pursuant to said rights shall be deemed an abandonment thereof resulting in the termination of any aspect of the Reserved Transmission Line Rights or of the easements or uses relating thereto, unless the holder of same at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its particular right in the Reserved Transmission Line Rights, easements or uses;
  - e. That the Reserved Transmission Line Rights include any and all uses and activities reasonably necessary, in Grantor's judgment, to allow full exercise by the Grantor of the Reserved Transmission Line Rights, whether or not such uses and activities are specifically enumerated herein; and
  - f. That the Reserved Transmission Line Rights include any and all existing interests, easements, rights, other encumbrances and/or uses affecting the Property as of the date

hereof.

- iv. In construing the language of this instrument, any references to “Grantor” and “Grantee” shall also include their respective successors and assigns, it being the intent of the parties that the rights, interests, easements and obligations of the parties herein shall run with the land and be permanent in nature; in addition, the Reserved Transmission Rights are the products of negotiations between the Grantor and Grantee, with advice of counsel, and, as a result, any ambiguities shall not be construed against the draftsman.
- v. In the event of any conflict or ambiguity between the Use Limitations and the Reserved Rights or the Reserved Transmission Line Rights, the Reserved Rights and the Reserved Transmission Rights shall control.

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

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

#### **5. BENEFITS AND BURDENS**

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

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

- A. The Grantee and the Third Party Holder shall have access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. The Grantee shall further have access to the Property in the event it determines to engage in commercial or noncommercial Forestry on the Property, subject to the terms and conditions of this Easement. For these purposes, the Grantor hereby also conveys and grants to the Grantee an appurtenant



right of access for pedestrian access over the Property, subject to the Grantor's reserved rights set forth in Section 3 hereof. The burden and benefit of this right of access, as established herein, shall run with the land.

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

D. Contemporaneously with the recording of this Easement, the Grantor shall pay to the Grantee a one-time fee of Twenty-Five Thousand Forty-Three and 70/100 Dollars (\$25,043.70), to be deposited into the Grantee's stewardship fund and dedicated towards the perpetual stewardship of the Property (the "Stewardship Fee"). The Grantee shall have a fiduciary duty to hold and manage the Stewardship Fee consistent with its then existing stewardship fund policies and practices and in furtherance of the Purposes of this Easement in New Hampshire and in accordance with the wetlands mitigation project.

E. Notwithstanding any other provision of this Easement, and as required by the Clean Water Act Section 404 permit issued to the Grantor by the United States Army Corps of Engineers Permit No. _____ and NHDES Wetlands Permit No. _____, the Grantor shall attempt to identify a Replacement Grantee with more experience holding conservation easements in the State of New Hampshire. In the event that the Grantor within five (5) years from the date of this Easement finds another qualified organization within the meaning of Sections 501(c)(3) and 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation Purposes of this Easement (the "Replacement Grantee"), and the Third Party Holder consents in writing to such Replacement Grantee, the Grantee shall assign and transfer all of its rights, title and interest in and to this Easement and the then remaining balance of the Stewardship Fee (as hereinafter defined) to the Replacement Grantee within forty-five (45) days of receipt of notice from the Grantor requiring said assignment (the "Required Assignment"). The Grantor's right to require the Grantee to enter into the Required Assignment shall only be exercised once by the Grantor. From and after five (5) years from the date of this Easement, the Grantee's obligation to enter into the Required Assignment shall terminate if prior written notice of such Required Assignment has not been received by the Grantee as required by this paragraph. The failure by the Grantee to timely enter into the Required Assignment with the Replacement Grantee shall be deemed to be a breach of this Easement by Grantee.

## **7. RESOLUTION OF DISAGREEMENTS**

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

B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not

to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Manchester, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

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

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

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

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

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

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

C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or

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

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

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

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

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

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

I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or



of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

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

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

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

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

#### **10. AMENDMENT**

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

#### **11. NOTICES**

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

## **12. SEVERABILITY**

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

## **13. EXTINGUISHMENT & CONDEMNATION**

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

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

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

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

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

#### **15. MERGER**

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

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

*[Signature Pages Follow]*



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

**GRANTOR:**

RENEWABLE PROPERTIES, INC.

_____  
By: _____  
Title: _____

STATE OF NEW HAMPSHIRE  
COUNTY OF _____, ss.

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

_____  
Notary Public/Justice of the Peace  
My commission expires:

**ACCEPTED BY GRANTEE:**

EVERSOURCE ENERGY LAND TRUST, INC.

_____  
By: _____  
Title: _____

STATE OF _____  
COUNTY OF _____, ss.

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

_____  
Notary Public/Justice of the Peace  
My commission expires:

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

_____  
Thomas Burack, Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF _____, ss.

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

_____  
Notary Public/Justice of the Peace  
My commission expires:



**APPENDIX A  
LEGAL DESCRIPTION**

**TRACT I:**

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

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

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

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

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

**TRACT II:**

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTING the following:

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

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

1. Rights of ingress and egress reserved by Wilma P. Bunnell in her deed to Stanley Bunnell dated February 7, 1992, and recorded at Book 791, Page 181.
2. Easements to use a 50-foot right of way along the southerly side of the subject premises as conveyed in the deeds recorded at Book 1179, Page 241; Book 1232, Page 508; and Book 1244, Page 992.
3. Rights and easements granted by Stanley Bunnell to Public Service Company of New Hampshire and Verizon New England, Inc. dated September 25, 2006, and recorded at Book 1191, Page 601.
4. Snowmobile rights to access corridor #21 as referenced in the deed recorded at Book 1299, Page 174.
5. Current land use taxation lien as may be set forth in instrument recorded with said Registry at Book 642, Page 135, and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.

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



# Mitigation Baseline Documentation Report

## Site E - Wiswell Road Site

### Clarksville, NH

#### Northern Pass



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

December 2016

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# **Conservation Easement Baseline Documentation Report**

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

## **Donor Information:**

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

Address: 780 Commercial St, Manchester, NH 03101

## **Property Location:**

Road: Wiswell Rd and Route 145

Town/County: Town of Clarksville, Coos County

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

**Land Types:** Total acreage: 215.5 ac.    56.8 % Open Habitat    22 % Mixed Hardwood  
18 % 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 E – the Wiswell Road Site in Clarksville NH is bordered by NH Route 145 along the eastern property boundary of the site, while Wiswell Road is located along the northwestern property boundary. A couple of gravel roadways also lead to wooded areas and open fields located on the southwest portion of the site. A 2-3 acre transition station (#3) is planned for the northern edge of the parcel, and underground electrical cable with a narrow maintained corridor will extend southeast to Route 145. There are no structures on the property currently. A Phase I Site assessment was conducted and no hazardous materials were observed.

## **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 E is 215.5 acres. Site E's cover types currently consist of old field, herbaceous meadow, and early successional (regenerating) lowland spruce-fir and northern hardwood-coniferous forest. The site has approximately 3,400 feet of frontage along the west side of NH Route 145 (the eastern property boundary) and approximately 1,600 feet of frontage on the south side of Wiswell Road (the northwestern property boundary). The ground surface at the site is hilly with a ridge that is oriented in a southwest to northeast direction on the western portion of the site. The ridge generally slopes downhill to the northwest and the southeast. The northeast portion of the site is also elevated and slopes downhill to the southwest. Two swales flow south from the site, one that includes Pond Brook and a narrow swale of wet meadow/shrub wetland present along an intermittent stream that flows southwest along the bottom of the ridge. The site has approximately 63 acres of Highest Ranked Habitat in the State.

The surrounding landscape is a mixture of woodlands, open fields, agricultural fields, and residential properties. Site E has excellent road frontage, lovely views, and much open upland terrain that could easily be developed into multiple house lots.

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

Feature	Measurement/Classification
Total Site Area	215.5 acres
Waterbody	Pond Brook Tributary
Shoreline Length	N/A
Stream Length	1055.96 lf
Wetlands	7 acres (1 ac PSS; 6 ac PEM1) low estimate

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

_____	_____
	for Eversource Energy Land Trust, Inc.
_____	_____
	Baseline Document Preparer
_____	_____
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







## Ground Photos



Site E – Wiswell Road Site  
Ground Photographs



Photo 1. View of gravel roadway on the interior of parcel LL 424.

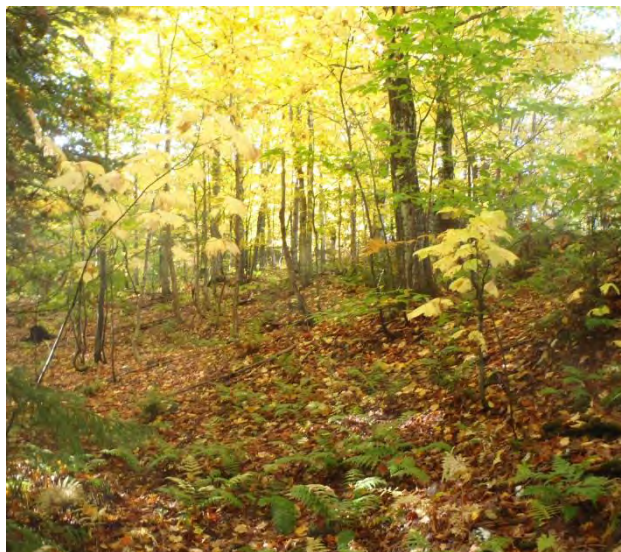


Photo 2. View of the interior cover type on parcel LL 424.



Photo 3. View of the interior cover type on parcel LL 424.



Photo 4. View facing north from the northwest corner of parcel LL 424.

Site E – Wiswell Road Site  
Ground Photographs



Photo 5. View facing south from the northeast boundary of LL 424.

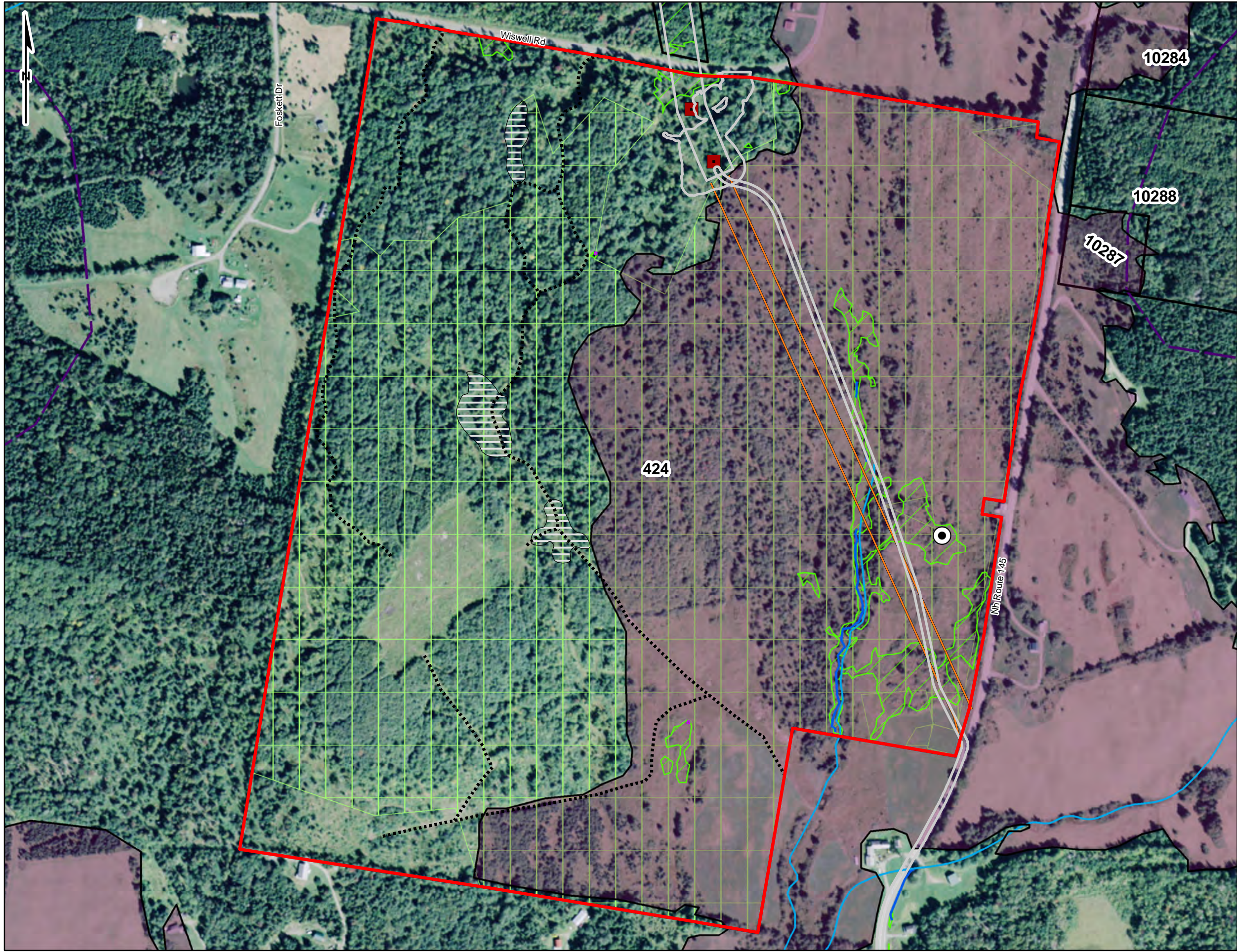


Photo 6. View facing west from the northeast corner of LL 424.

## Aerial Photo Property Map

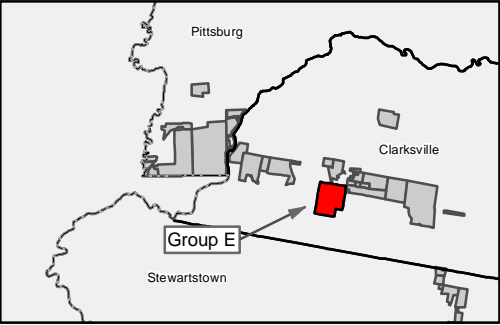


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# Northern Pass Mitigation Analysis

Mitigation Group: E



Group E Site Summary	
Town:	Clarksville
County:	Coos
HUC 12 Watersheds:	10801010301
Eco Region:	Connecticut Lakes
Total Site Acreage: 215.5	

## Site Features

- Well
- Proposed Transmission Structures
- Existing Trails
- ROW Access Routes
- NHD Streams
- Delineated Streams
- Proposed ROW
- Group E Parcels
- Political Boundaries
- Delineated Vernal Pools
- Delineated Wetlands
- Field Reconnaissance Wetlands
- Deer Wintering Areas
- WAP Grassland
- RTE NHB Wildlife

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



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

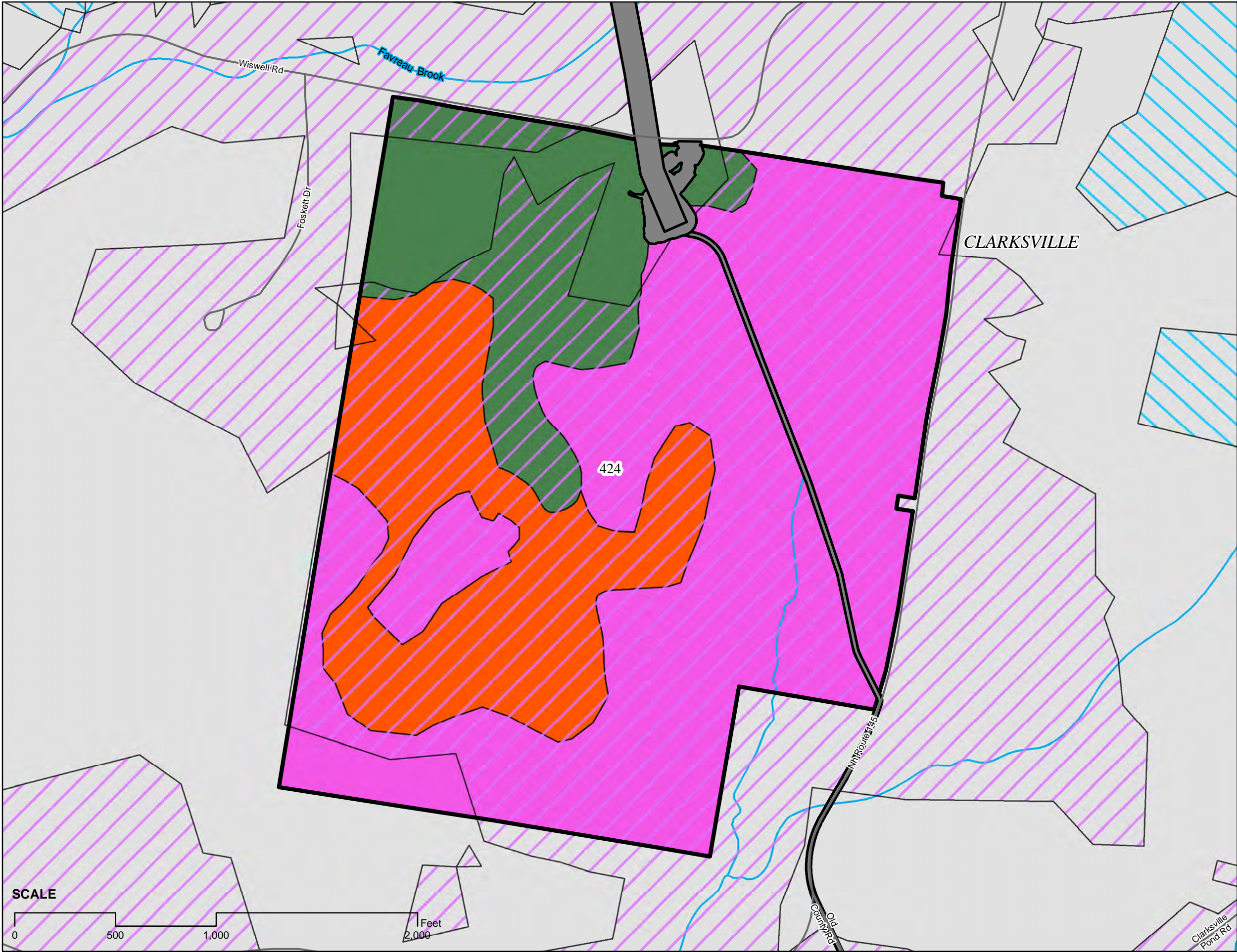




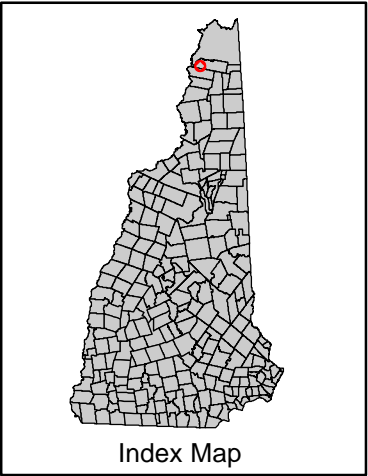
## Natural Resource Maps



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Northern Pass Mitigation Analysis



Group: E

Site Features (acres)  
4.2 Proposed ROW / Site Facilities

WAP Tiers (acres)  
62.9 Highest Ranked Habitat in NH  
Highest Ranked Habitat in the Biological Region

Photointerpreted Cover Types (acres)

122.6 Open Habitat	49.5 Mixed Hardwoods
Clear Cut	39.2 Lowland Spruce Fir
River	Hardwood / Softwood
Stream	Hemlock Hardwood Pine
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

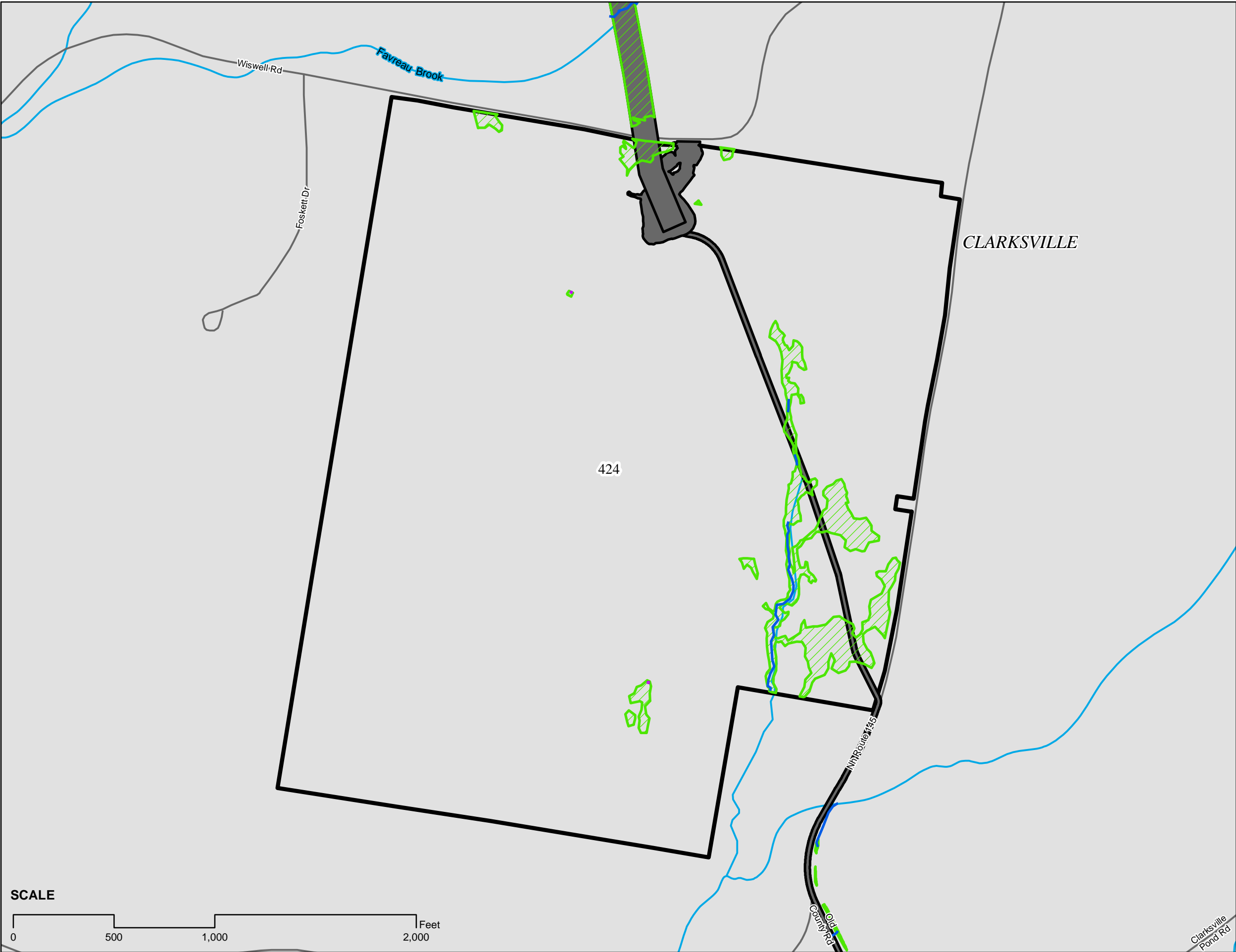


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110

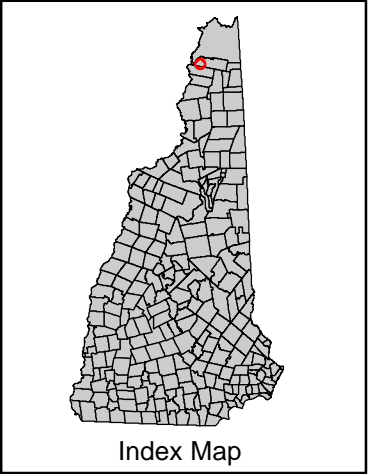




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# Northern Pass Mitigation Analysis



## Group: E Site Features (acres)

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

## Photointerpreted Wetland Cover Types (acres)

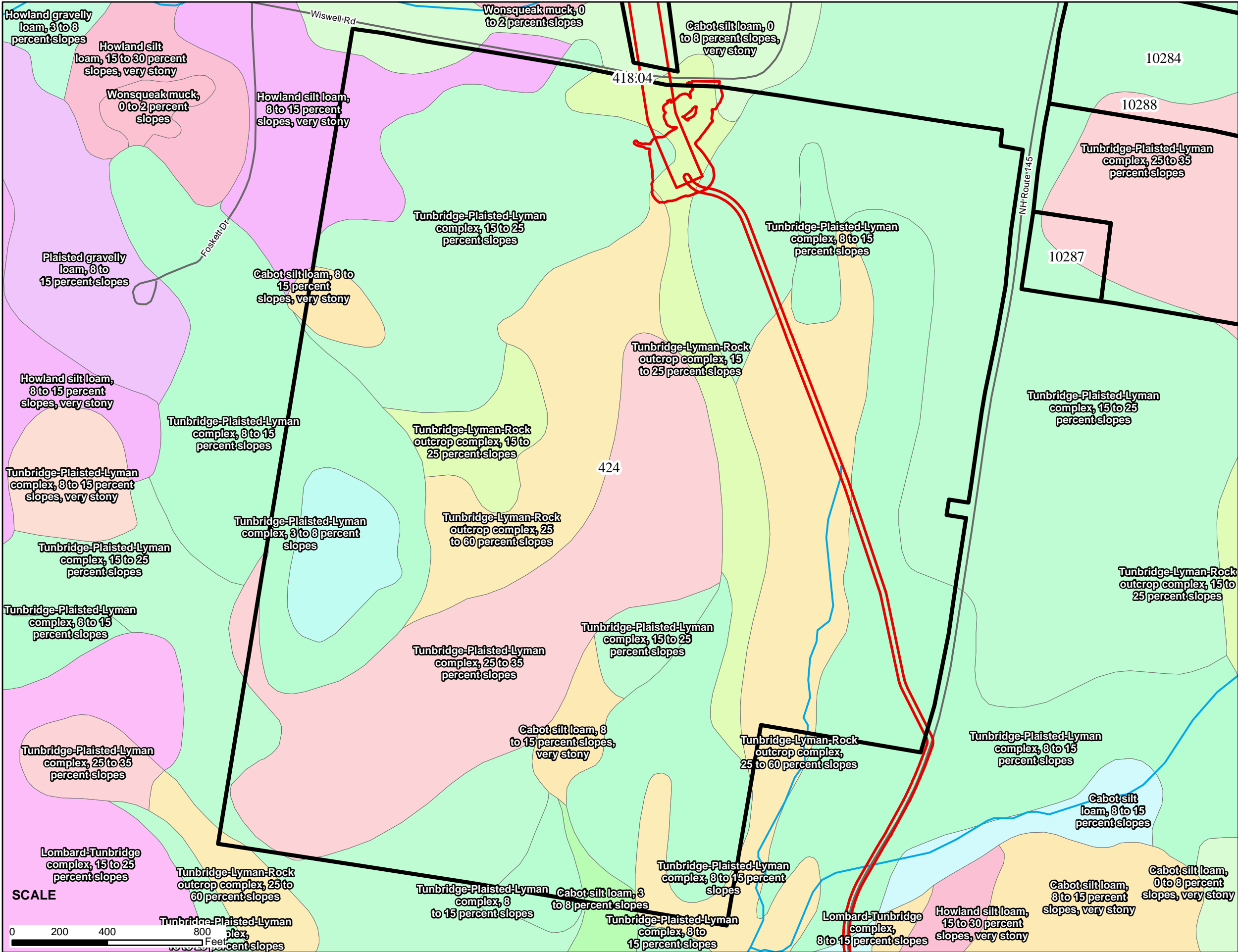
- |        |                |
|--------|----------------|
| PEM1   | PUB            |
| PFO1   | PVP            |
| PFO1/4 | River          |
| PFO4   | Stream Channel |
| PSS1   |                |

Data Provided By: GRANIT & NHD

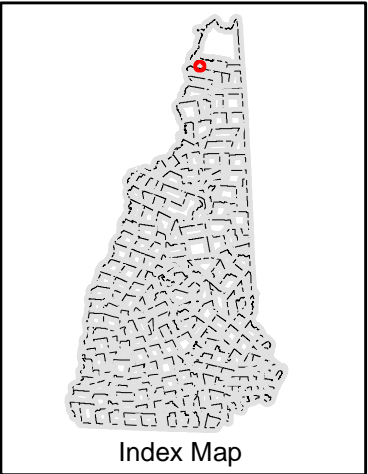


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110





Northern Pass Mitigation Analysis - Soils Map



Group: E

- Mitigation Parcels
- Proposed ROW/Site Facilities

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

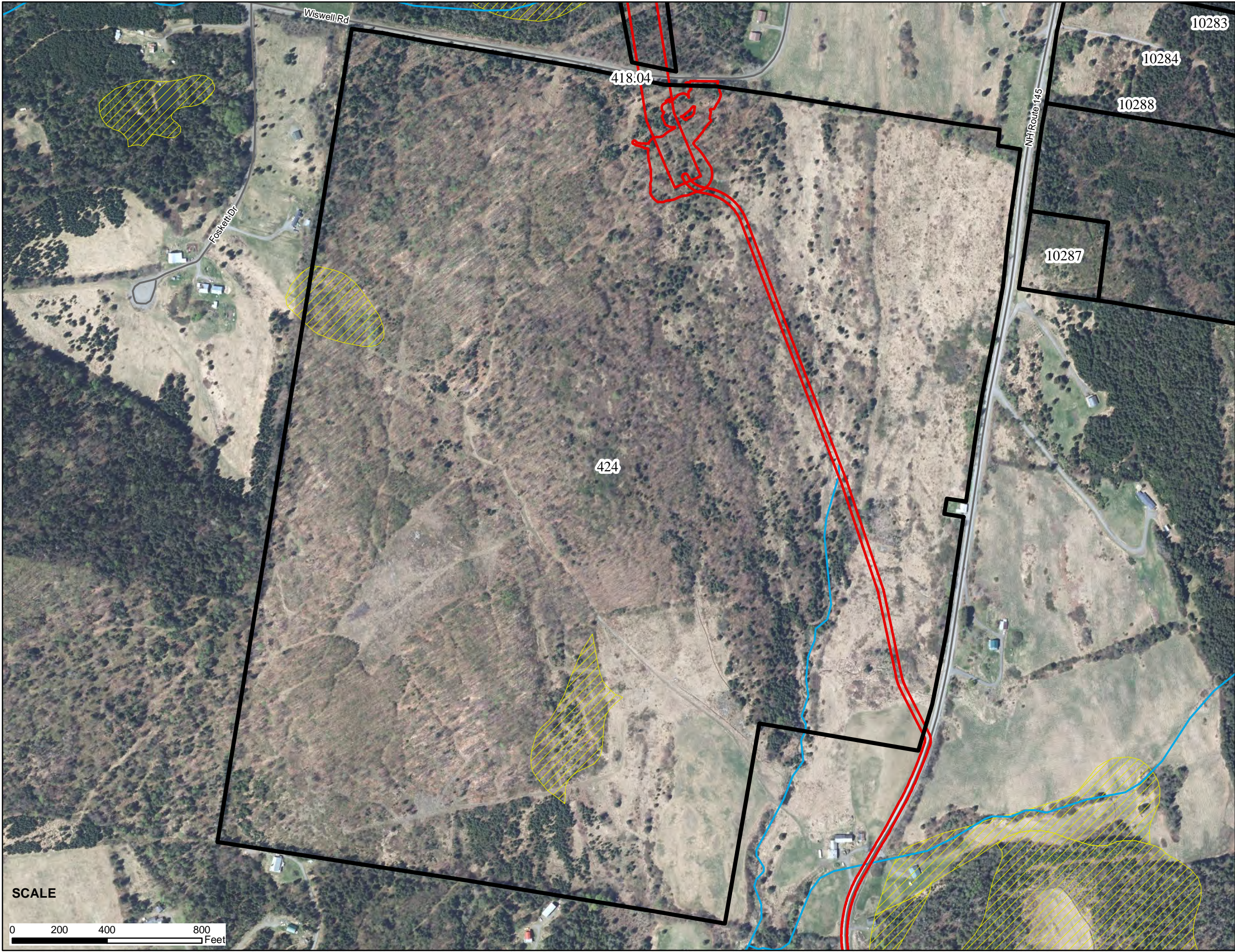
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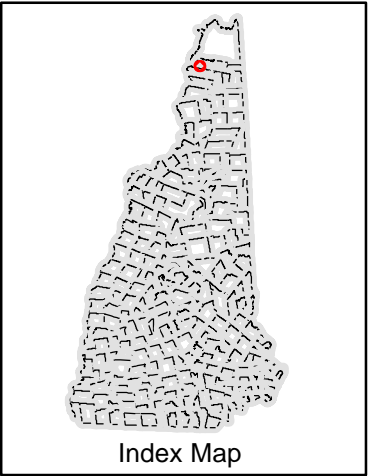
Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110







Northern Pass Mitigation  
Analysis - Hydric Soils Map



Group: E

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

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

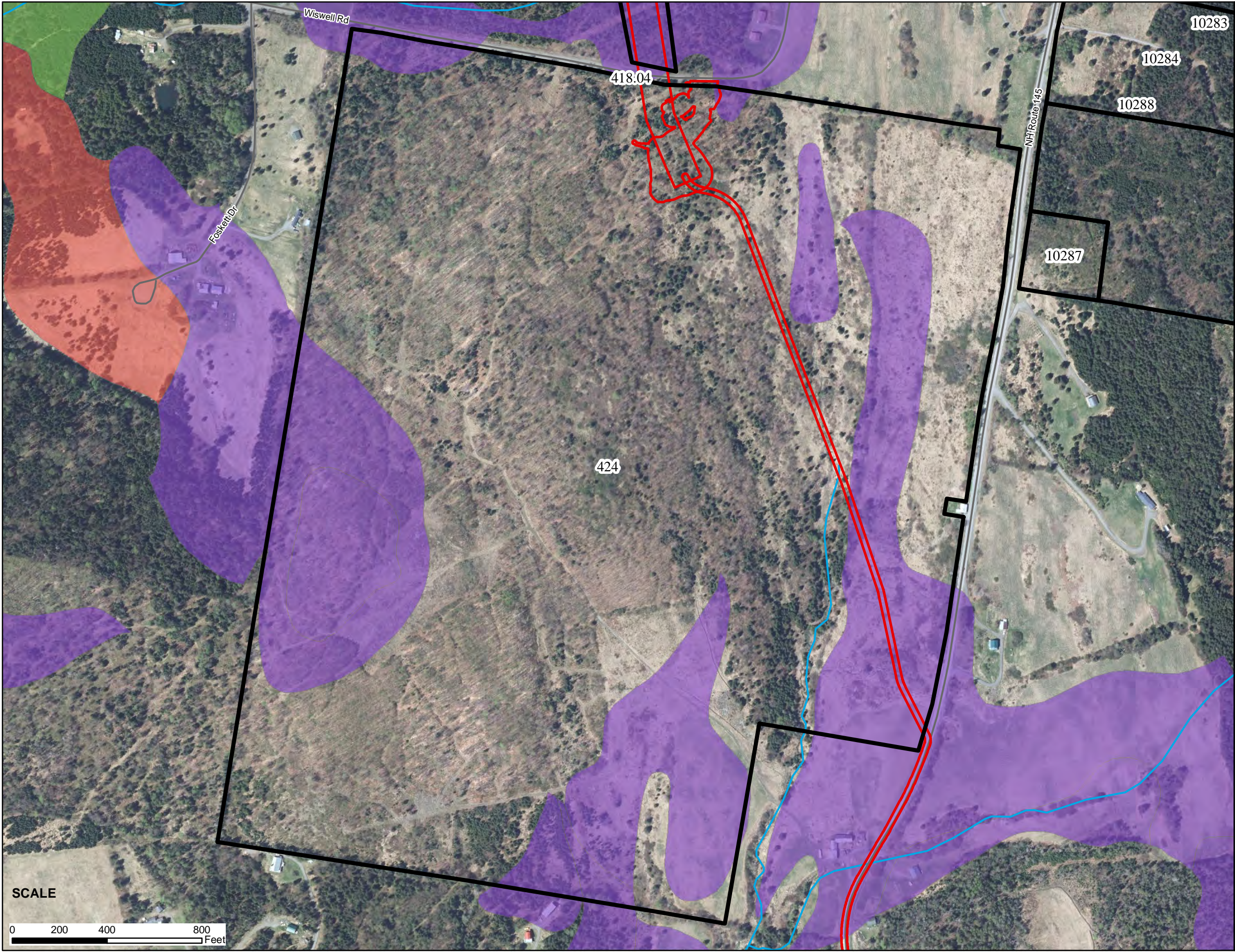
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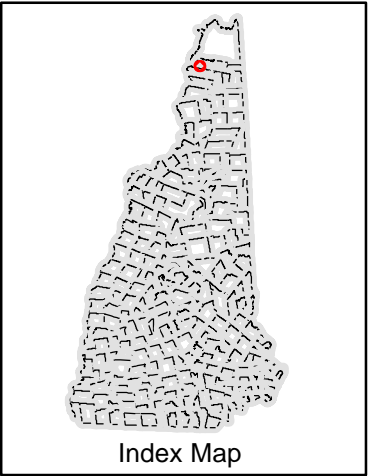
Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110







Northern Pass Mitigation  
Analysis - Agricultural Land Map



Group: E

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

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

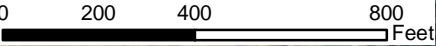
Data Provided By: GRANIT and NHD



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



SCALE





## Site Reconnaissance Notes

# Wiswell Road and NH Route 145 Mitigation Parcel Field Reconnaissance Notes

LL 424

A brief walkover of the parcel located southwest of the intersection of Wiswell Road and NH Route 145 in the Town of Clarksville, New Hampshire was performed on June 28, 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).

An account of the major individual community types observed within the parcel 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

Portions of this parcel were previously surveyed for the presence of rare plants, natural communities, wetlands, streams, and vernal pools. A transition station, a facility where the overhead transmission lines are converted to subterranean lines, is proposed to be located on the north side of the site, with the underground lines running from the north-central portion of the site to the southeast corner. Most of the west side of the parcel is forested and occupies several hills that are generally drier than the old field communities on the east side of the parcel. A stream originates in a wetland (potential spring) in the east and flows south until exiting the parcel. The majority of the site is classified as grassland according to the New Hampshire Wildlife Action Plan, although much of the western half is relatively mature second growth forest. Old logging roads, some of which appear occasionally used by off-road vehicle (ORV) traffic, cross throughout the site, providing access to the interior.

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

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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



This is the dominant forest type throughout the western portion of the site. It is located on upland areas that show signs of past logging, but are still under a generally closed canopy of yellow birch (*Betula alleghaniensis*), balsam fir (*Abies balsamea*), red spruce (*Picea rubens*), red maple (*Acer rubrum*), and sugar maple (*Acer saccharum*). Inclusions of isolated pockets of Rich Mesic Forest (S3) and Hardwood Seepage Forest (S3) are scattered throughout the extreme western edge of the parcel, as indicated by the presence of blue cohosh (*Caulophyllum thalictroides*), white baneberry (*Actaea pachypoda*), and tall meadow-rue (*Thalictrum pubescens*) in the understory. One small patch of wild leek (*Allium tricoccum* var. *tricoccum*), a state watchlist species, was found in one of these inclusions.

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

This parcel has a greater amount of old field communities than any other parcel surveyed. The eastern portion of this parcel and an upland clearing on the west side, have been maintained as fields until recently. These fields are regenerating but still retain an open character that supports an array of herbaceous and shrub species. The site visit in this community type focused primarily on wildlife habitat. Rare plant surveys were performed throughout this community during the 2014-2015 field effort.

#### Other Community Types

Herbaceous and scrub-shrub wetlands are present around the stream on the eastern portion of the parcel, as seeps on the slopes above the stream, and in depressions that have formerly been used as logging roads. Vegetation in these wetlands ranges from broad-leaved cattail (*Typha latifolia*) in the seeps along the fields, various willow (*Salix* spp.) species, meadowsweet (*Spiraea alba* var. *latifolia*), and steplebush (*Spiraea tomentosa*) throughout the fields, and herbs common in disturbed systems, such as nodding sedge (*Carex gynandra*), sallow sedge (*Carex lurida*), woolly bulrush (*Scirpus cyperinus*), and sensitive fern (*Onoclea sensibilis*) in the logging roads.

#### Wildlife and Wildlife Habitat Value

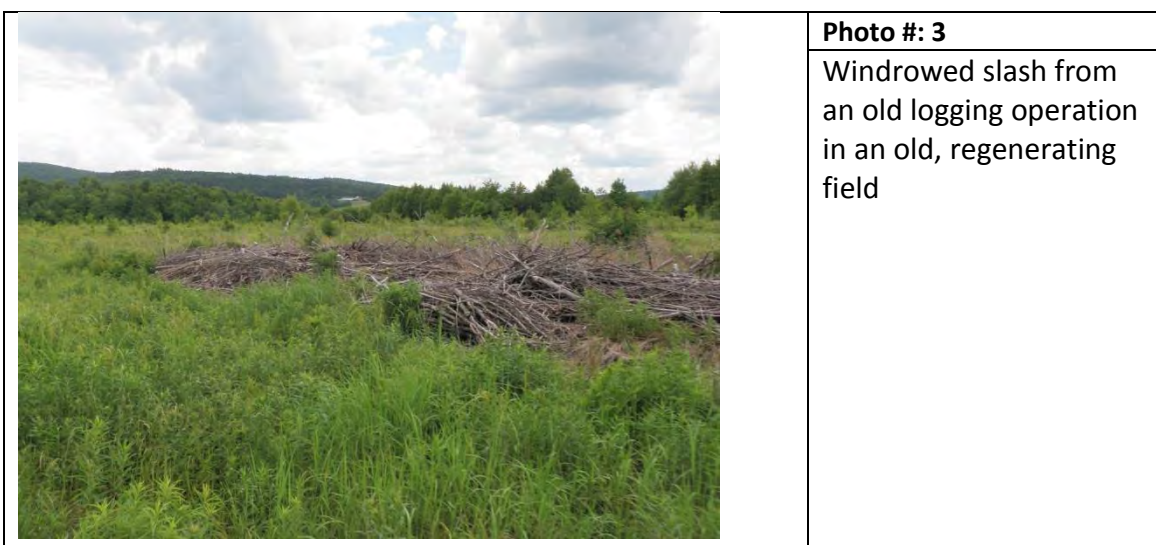
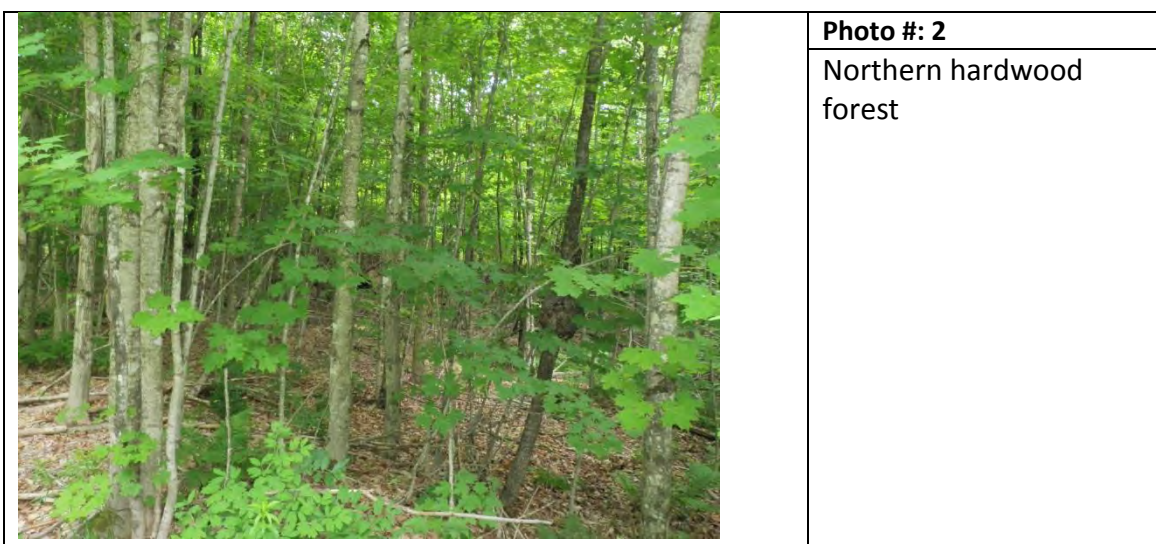
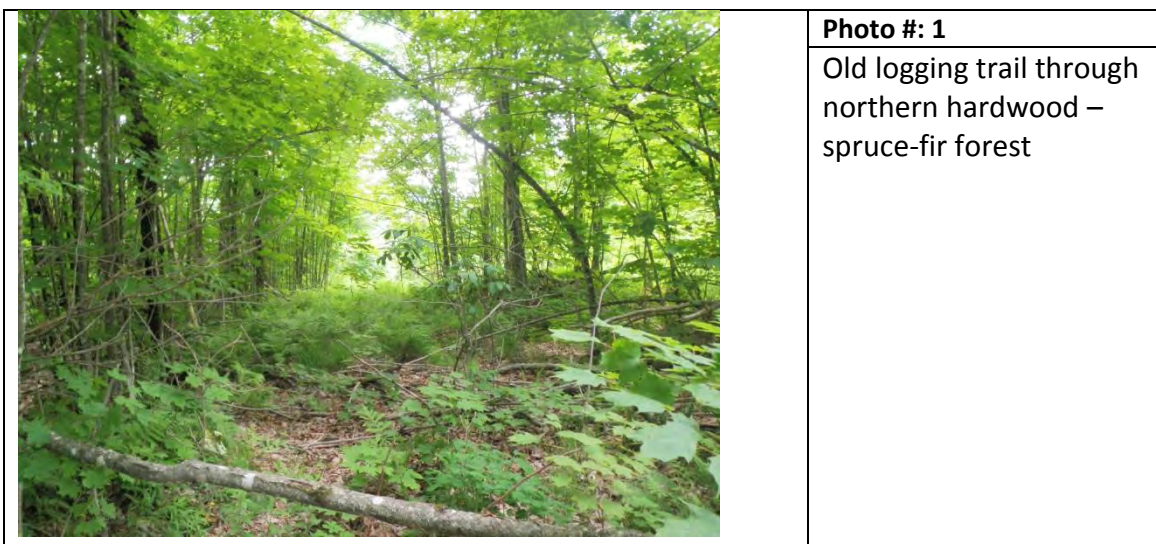
Wildlife observations for LL424 were focused on the old field habitats located on the eastern half of the parcel, and included a walk through the northern portion of the old field area on June 28 and an informal roadside bird survey on June 30. Data from the NH Natural Heritage Bureau include this portion of the parcel is part of a large complex of grasslands mapped as providing habitat for the Northern Harrier, a New Hampshire State endangered species. Grassland habitats suitable for Northern Harriers are also likely to be suitable for other grassland dependent avian species.

The NHB harrier record is from 1998 and although harriers use a variety of open habitats, including old fields, the habitat currently present on the parcel does not appear to be suitable for harriers, due to the abundance and distribution of woody vegetation, including scattered

trees at least twenty feet high. Historic aerial photography of this parcel suggests that it was a mix of forest cover and open pasture and that the eastern half of the parcel was grazed regularly until about 2008-2011. The June 28 survey was conducted between 13:00- 14:00, late in the breeding season, and 15 species of passerine were heard singing or calling. While ten of these were species are typically associated with open or brushy habitats, only one, the savannah sparrow, is classified as grassland dependent, and the overall abundance of and variety of birds seemed low, given the extensive nature of the habitat present.

The roadside survey was conducted between 6:00 and 7:00, and consisted of three stops along Rt 145, two adjacent to LL 424, and one to the south at Old Barn Road. The third stop was at fields that are current mowed or grazed, to determine what type of grassland species might currently be present in the area. All species detected during this roadside survey were associated with open or brushy habitats. A total of seven species were detected on LL 424, while five species were detected at the Old Barn Road stop, including savannah sparrow and an American kestrel, a species also typically associated with open habitats. Also of note, bobolinks may have been singing in the distance from a mowed parcel across Rt 145 to the east of LL 424.

The open habitat areas on LL 424 have great potential to be reclaimed and be subsequently managed as habitat for grassland associated bird species, including northern harrier. To achieve this goal, trees and brush should be cut and regular mowing and/or grazing should be reintroduced to the parcel.







**Photo #: 4**

Small pocket of rich mesic forest, western edge of parcel

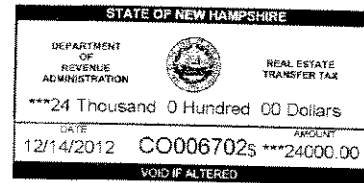


**Photo #: 5**

Wild leek in rich mesic forest area

## **Property Deeds and Survey Plans**

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



## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **JONATHAN H. LeBLANC**, a single person with an address of 177 NH RT 145 Clarksville, N.H. 03592 and **ALFRED J. LeBLANC, III**, a single person with an address of 177 NH RT 145 Clarksville, N.H. 03592, 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 **QUITCLAIM COVENANTS**, the following described real estate located in the Town of Clarksville:

Certain real property, with the improvements thereon, situate in Clarksville, Coos County, New Hampshire, shown on a plan entitled "Plan of Land for Myrtle C. Hurlbert, Clarksville, NH" surveyed by Cartographic Associates, Inc., February 27, 1986, recorded in File 1, Rod 2, Plan 29, said plan being incorporated into this description by reference thereto, said parcel being more particularly described as follows:

Beginning at an iron rod located in the westerly right of way of Route 145, said iron rod being the southeasterly corner of the parcel herein described and the northerly corner of land now or formerly of Walter Cross; thence turning and running along the westerly right of way of Route 145 in a northeasterly direction for the following ten courses:

1. North 19°14'38" East a distance of 86.22 feet to a point; thence
2. North 31°18'07" East a distance of 104.59 feet to a point; thence
3. North 42°13'34" East a distance of 112.36 feet to a point; thence
4. North 49°24'52" East a distance of 304.98 feet to a point; thence
5. North 44°59'05" East a distance of 178.11 feet to a point; thence

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6. North 38°00'03" East a distance of 103.90 feet to a point; thence
7. North 34°58'38" East a distance of 204.96 feet to a point; thence
8. North 29°45'14" East a distance of 308.86 feet to a point; thence
9. North 26°49'03" East a distance of 230.29 feet to a point; thence
10. North 27°14'40" East a distance of 261.48 feet to the southeast corner of land now or formerly of Evelyn Trimm; thence along said Trim land on the following courses
11. North 62°45'20" West a distance of 82.50 feet to a point; thence
12. North 27°14'40" East a distance of 66.00 feet to a point; thence
13. South 62°45'20" East a distance of 82.50 feet to the west side of Route 134; thence along the westerly right of way of Route 134 the following seven courses;
14. North 27°14'40" East a distance of 64.48 feet to a point; thence
15. North 26°43'03" East a distance of 322.17 feet to a point; thence
16. North 28°32'53" East a distance of 82.79 feet to a point; thence
17. North 30° 14'57" East a distance of 228.12 feet to a point; thence
18. North 28°39'52" East a distance of 225.45 feet to a point; thence
19. North 24°10'48" East a distance of 235.20 feet to a point; thence
20. North 26°46'08" East a distance of 344.96 feet to the southeast corner of a cemetery lot; thence
21. North 61°14'33" West a distance of 95.28 feet along a fence line and said cemetery lot to a fence post corner; thence
22. Continuing along the fence line and cemetery lot North 24°27'41" East a distance of 66.21 feet to the intersection of a stonewall with said fence line; thence
23. Turning and running along the stonewall and land now or formerly of Donald McKinnon, Jr. North 63°27'53" West a distance of 167.67 feet; thence following a fence line and land of McKinnon for the following courses:
24. North 62°32'16" West a distance of 565.04 feet to a point; thence
25. North 62°16'14" West a distance of 198.97 feet to a point; thence
26. North 63°05'56" West a distance of 278.31 feet to a rebar located in the southerly right of way of Wiswell Road, so-called; thence following a fence line and the southerly side of Wiswell Road the following six courses:
27. North 69°42'07" West a distance of 216.31 feet to a point; thence
28. North 59°50'24" West a distance of 370.39 feet to a point; thence
29. North 61°53'21" West a distance of 361.77 feet to a point; thence
30. North 63°49'20" West a distance of 241.92 feet to a point; thence
31. North 59°04'44" West a distance of 237.95 feet to a point; thence
32. North 63°44'54" West a distance of 130.17 feet to an iron pin marking the northwest corner of the herein described parcel and the northeast corner of land now or formerly of H. Comstock and C. Felton and known as "the Edmond K. Young Farm"; thence following said land and along a fence line
33. South 27°57'22" West a distance of 2,460.78 feet to an iron pin at the intersection of a fence line from the west; thence continuing along the first fence line and "the E. K. Young Farm"
34. South 27°44'52" West a distance of 1,105.34 feet to an iron rod at the intersection of a stone wall from the east, said iron rod being the southwesterly corner of the herein described parcel and the northwesterly corner of land now or formerly of Walter Cross;

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thence along the north side of said Cross land and following a stone wall and a fence line the following courses:

35. South 62°41'34" East a distance of 1,067.93 feet to an iron pin in the stone wall; thence
36. South 62°05'35" East a distance of 81.95 feet to a 3-inch square wooden stake in the stone wall at the intersection of a fence line from the south; thence
37. South 61°46'31" East a distance of 763.26 feet to the west side of Route 145 and the point of beginning.

Containing 226.46 acres, more or less.


Meaning and intending to describe the same property conveyed by Warranty Deed of Alfred J. LeBlanc and Glenda M. Greaves, formerly LeBlanc, to A. Joseph LeBlanc, III and Jonathan H. LeBlanc dated June 4, 2007, recorded in the Coos County Registry of Deeds in Book 1238, Page 516.

SUBJECT TO the following:

1. Restrictive covenant described in the deed from Alfred J. LeBlanc and Glenda M. Greaves, formerly LeBlanc, to A. Joseph LeBlanc, III and Jonathan H. LeBlanc dated July 4, 2007, and recorded at Book 1238, Page 561, which prohibits conveying any portion of the premises to "Alfred J. LeBlanc, Jr. or his agent or any entity under his control at any time during the next 50 years".
2. Such state of facts as are disclosed on the plan recorded with said Registry of Deeds at PlanFile 1, Rod 2, Plan No. 29.
3. Rights and easements granted by Gerard E. Hurlbert to Public Service Company of New Hampshire by instrument dated March 12, 1947, and recorded at Book 357, Page 78.
4. Current land use taxation lien as set forth in instrument recorded with said Registry of Deeds at Book 650, Page 39 and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.

The Grantors hereby release all rights of homestead in the property.

EXECUTED this 11th day of December, 2012.

  
Jonathan H. LeBlanc

BK 1366 PG 0726

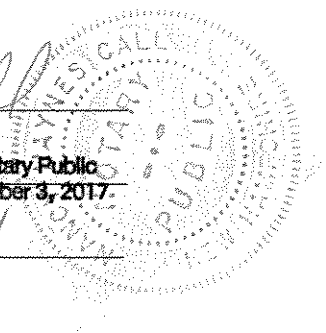
STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On this the 11 day of December, 2012, before me, the undersigned officer, personally appeared the above-named Jonathan H. LeBlanc, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

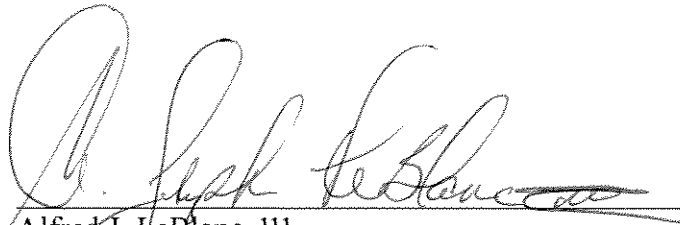
Nancy Haynes Call  
Justice of the Peace/Notary Public  
My Commission Expires NANCY HAYNES CALL, Notary Public  
My Commission Expires October 3, 2017.

Print name Nancy Haynes Call



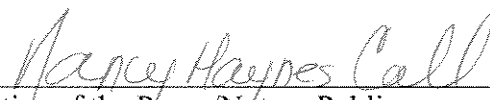
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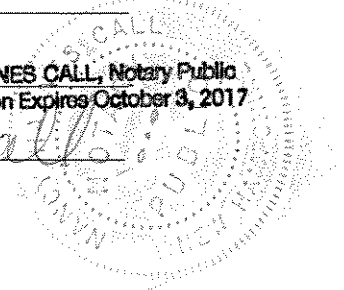


  
Alfred J. LeBlanc, III

STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

On this the 11 day of December, 2012, before me, the undersigned officer, personally appeared the above-named Alfred J. LeBlanc, III, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

  
Justice of the Peace/Notary Public  
My Commission Expires NANCY HAYNES CALL, Notary Public  
My Commission Expires October 3, 2017  
Print name Nancy Haynes Call

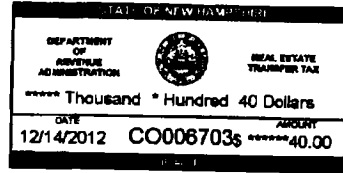


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Doc # 0005608 Dec 14, 2012 11:05 AM  
Coos County Registry of Deeds  
*Carole A. Lamirande*  
Carole A. Lamirande, Registrar



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



**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that **RENEWABLE PROPERTIES, INC.**, a New Hampshire business corporation located in Manchester, New Hampshire 03101, for no consideration, grants to **JONATHAN H. LeBLANC and ALFRED J. LeBLANC, III**, both of 177 N.H. Route 145, Clarksville, New Hampshire 03592, as tenants in common with **QUITCLAIM COVENANTS**, the following described real estate located in the Town of Clarksville, County of Coos, and State of New Hampshire:

A certain parcel of land with the improvements thereon, if any, shown on a plan entitled, "Subdivision Plan of Land of Renewable Properties, Inc., In Clarksville, NH (Coos County), Map R-3 Lot 23" ("Plan"), dated December 10, 2012 and prepared by Coler & Colantonio, recorded in the Coos County Registry of Deeds as Plan No. 3729. Said parcel is identified on the Plan as Parcel 1.

Beginning at a rebar located on the westerly side of Route 145 at the northeast corner of the within-described parcel; thence southerly along the westerly side of Route 145 the following courses:

- S 19° 28' 26" W a distance of 103.90 feet;
- S 26° 27' 28" W a distance of 178.11 feet;
- S 30° 53' 15" W a distance of 304.98 feet;
- S 23° 41' 57" W a distance of 112.36 feet;
- S 12° 46' 30" W a distance of 104.59 feet;
- S 00° 41' 02" W a distance of 86.23 feet to a rebar;

Thence turning and running N 80° 18' 08" W a distance of 482.64 feet to a rebar at the southwest corner of the within-described property;

BK 1366 PG 0729

Thence turning and running N 09° 41' 52" E a distance of 855.92 feet to a rebar at the northwest corner of the within-described property;

Thence turning and running S 80° 18' 08" East a distance of 681.17 feet to the point of beginning.

Said Parcel 1 contains 11.00 acres, more or less.

Together with the right to take water from a certain spring identified on the Plan as a "square spring box" situated on Parcel 2 approximately 1,750 feet northerly from the farmhouse located on the within conveyed property, together with the right to enter upon the land of Grantor on which said spring is located for the purpose of laying, relaying, and maintaining pipe from said spring to the property of the Grantees shown on the said Plan.

Meaning and intending to describe and convey a portion of the premises conveyed to Renewable Properties, Inc. by Quitclaim Deed of Jonathan H. LeBlanc and Alfred J. LeBlanc, III, dated December 11th, 2012, recorded in the Coos County Registry of Deeds in Book 1366, Page 724.

EXECUTED this 12 day of December, 2012.

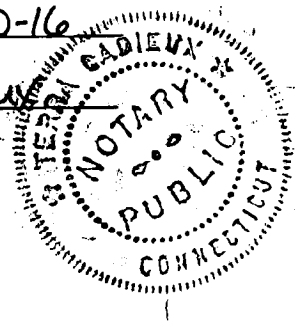
RENEWABLE PROPERTIES, INC.

By: *[Signature]*  
By: Anne Bartosewicz, Project Director  
Northeast Utilities Service Company  
As agent for Renewable Properties, Inc.  
Duly Authorized

STATE OF  
COUNTY OF

On this the 12th day of December, 2012, before me, the undersigned officer, personally appeared the above-named Anne Bartosewicz, Project Director, Northeast Utilities Service Company, as agent for Renewable Properties, Inc., 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.

*Terra Cadieux*  
Notary Public  
My Commission Expires 4-30-16  
Print Name Terra Cadieux



BK1366PG0730





# **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 Route 145 and Wiswell Road, in the Town of Clarkesville, County 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 E – Clarkesville, 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. To maintain or enhance the water quality and aquatic and wildlife habitat of the Pond Brook and other ground and surface water resources including wetlands, wet meadow/shrub wetland, streams, riparian areas and aquifers on the Property;
- F. To protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas;
- G. 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;
- H. 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 threatened and endangered species, such as the northern harrier / kestrel, and the long-term protection of the Property’s capacity to produce economically valuable forestry products, including timber, pulpwood, and other forest products; and
- I. To encourage the continued use of rural farmland for agriculture in the portions of the Property deemed to be suitable in the Report.

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 or Agriculture performed by the Grantee, as described below, and provided that such uses shall not degrade the conservation purposes of this Easement.

i. Definitions:

- a. 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 also 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.
- b. Agriculture: For the purposes hereof, "Agriculture" shall include animal husbandry, floriculture, and horticulture activities, the production of plant and animal products for domestic or commercial purposes, haying or the growing of food crops, all as not detrimental to the Purposes of this Easement. Agriculture shall also include all agricultural activities performed for commercial or industrial purposes, including barter transactions and sale of products produced on the Property.

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., Section 3.H. and Section 3.J. hereof.
- e. Said Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
- f. Said Management Plan shall include a statement of the objectives, and shall specifically address:
- the accomplishment of those Purposes for which this Easement is granted, and
  - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions.
- g. At least thirty (30) days prior to any Forestry activities, the Grantor shall have received from the Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Management Plan, as described in 2.A.ii, a-d, above, has been prepared in compliance with the terms of this Easement. The Grantor may request the Grantee to submit the Management Plan itself to the Grantor within ten (10) days of such request, but acknowledges that the Management Plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
- h. Forestry activities shall be conducted in accordance with said Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantor.
- i. Prior to conducting Forestry activities, in those areas proposed for the forest activities the riparian buffers shall be clearly marked by a licensed professional forester, or other qualified person approved in advance and in writing by the Grantor.
- j. In areas used by, or visible to the general public, such Forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Jones 1993), or similar successor publications.
- k. Notwithstanding any other provision of this Easement, with respect to that portion of the Property located east of the Transmission Line ROW (as hereinafter defined), maintaining the currently existing open habitat shall be permitted and encouraged.

- I. 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.
  - iii. Requirements for Agriculture: Agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sties and soils of the Property. The management plan shall be subject to the approval of the Grantor and the Third Party Holder. The management plan shall not permit the Grantee to interfere with the Grantor's reserved rights set forth in Section 3.G., Section 3.H. and Section 3.J. hereof. Said Agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from public roads, or public trails. Said Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMP's) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active. Agriculture shall only be performed in those locations noted on the Report as suitable for Agriculture, which are primarily located in the southeastern quadrant of the Property. All costs related to the performance of any and all Agricultural activities by the Grantee pursuant to the management plan shall be paid solely by the Grantee, and all profits from the Grantee's Agricultural 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, Agriculture, Reserved Transmission Line Rights (as hereinafter defined in Section 3.H.), conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, local utility distribution line, bridge, culvert, barn, shed, 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, 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, Agriculture, Reserved Transmission Line Rights, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. are not detrimental to the Purposes of this Easement.

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

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

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

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

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

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

Nothing contained in this Easement shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action



taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties to this Easement agree that in the event of damage to the Property from acts beyond the Grantor's control, that if it is desirable that the Property be restored, the parties will cooperate in attempting to restore the Property if practicable.

### **3. RESERVED RIGHTS**

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

- A. The right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, the Transmission Line ROW (as hereinafter defined), the Transmission Lines (as hereinafter defined), the Transition Station (as hereinafter defined) or as expressly permitted pursuant to this Section 3, including but not limited to emergency rescue operations, Forestry, Agriculture, habitat management, the Reserved Transmission Line Rights and to control or remove non-native or invasive species. This provision is an exception to Section 2.H., above.
- B. The right to construct, relocate, maintain, or use trails, fences, bridges, gates, stone walls, woods roads, gravel roads, and rights-of-way on the Property, as reasonably necessary for the exercise of Grantor's rights and privileges on the Property (including but not limited to rights associated with passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property. This provision includes the right to construct and maintain, or allow to be constructed and maintained, on the Property a small unpaved parking lot as shown on the Plan or in the Report to facilitate public access to the Property.
- C. The right to construct, relocate, erect, and maintain signs setting forth and describing permitted and prohibited uses of the Property (including the prohibition of hunting if Grantor so chooses to prohibit hunting on the Property by the general public), identifying trails, locations, property boundaries, natural features, or similar items, or identifying the owner of the Property and the holder of this Easement.
- D. The right to restrict or permit hunting, fishing and camping on the Property.
- E. The right to conduct, or allow to be conducted, "passive noncommercial outdoor recreational activities" on the Property. Passive outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, fishing, camping, target shooting, trapping, bicycling, skiing, nature studies, horseback-riding, and other similar forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world.

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

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

H. Grantor's Reserved Transmission Line Rights.

- i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements (the "Reserved Transmission Line Rights") over, under, in and on a 120-foot wide right of way, or such lesser amount as shown on the Plan, relative to the Transmission Lines and no more than two and a half acres in size relative to the Transition Station (collectively, the "Transmission Line ROW"), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines, to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:
  - a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric service (the "Transmission Lines") and a transition station with perimeter fencing, driveway and detention pond (the "Transition Station") in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than one hundred twenty (120) feet in width relative to the Transmission Lines, and no more than four (4) acres in size relative to the Transition Station, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and the Transition Station and to be documented as to location by a survey;

- b. The right to provide electric services to customers by means of the Transmission Lines, the Transition Station and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
  - c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates, equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines, the Transition Station and any and all of the Grantor's systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
  - d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
  - e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove "danger trees" pursuant to NH RSA 231:145.
  - f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
  - g. The right to enter upon, travel and transport personnel, materials and equipment, including by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
  - h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
  - i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
  - j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines or Transition Station;
  - k. The right to exclude the general public from the Transmission Line ROW; and
  - l. The right to enforce the covenants of the Grantee, as set forth below.
- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:
- a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
  - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;



- c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, Transition Station, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
  - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines, Transition Station and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.
- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
  - a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
  - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
  - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses, exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;
  - d. That the Grantee also agrees that no cessation of use or operation for any period of time of all or any portion of the Reserved Transmission Line Rights or any areas of the Transmission Line ROW utilized by Grantor pursuant to said rights shall be deemed an abandonment thereof resulting in the termination of any aspect of the Reserved Transmission Line Rights or of the easements or uses relating thereto, unless the holder of same at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its particular right in the Reserved Transmission Line Rights, easements or uses;
  - e. That the Reserved Transmission Line Rights include any and all uses and activities reasonably necessary, in Grantor's judgment, to allow full exercise by the Grantor of the Reserved Transmission Line Rights, whether or not such uses and activities are specifically enumerated herein; and
  - f. That the Reserved Transmission Line Rights include any and all existing interests, easements, rights, other encumbrances and/or uses affecting the Property as of the date hereof.
- iv. In construing the language of this instrument, any references to "Grantor" and "Grantee" shall also include their respective successors and assigns, it being the intent of the parties that the rights, interests, easements and obligations of the parties herein shall run with the land and be permanent in nature; in addition, the Reserved Transmission Rights are the products of negotiations between the Grantor and Grantee, with advice of counsel, and, as a result, any ambiguities shall not be construed

against the draftsman.

- v. In the event of any conflict or ambiguity between the Use Limitations and the Reserved Rights or the Reserved Transmission Line Rights, the Reserved Rights and the Reserved Transmission Rights shall control.

I. The right granted to Jonathan H. LeBlanc and Alfred J. LeBlanc, III, their successors and assigns, under instrument dated December 12, 2012, recorded at Book 1366, Page 729 to take water from a certain spring identified on a plan entitled, "Subdivision Plan of Land of Renewable Properties, Inc., In Clarksville, NH (Coos County), Map R-3 Lot 23" ("Plan"), dated December 10, 2012 and prepared by Coler & Colantonio, recorded in the Coos County Registry of Deeds as Plan No. 3729, as shown on the Plan as a "square spring box" situated on Parcel 2, as identified on the Plan, and identified as a "well" in the Report, approximately 1,750 feet northerly from the farmhouse located on Parcel 1, as identified on the Plan, together with the right to enter upon Parcel 2 on which said spring is located for the purpose of laying, relaying, and maintaining pipe from said spring to Parcel 1, as shown on the said Plan. This right of Jonathan H. LeBlanc and Alfred J. LeBlanc, III, their successors and assigns, shall also include the right to enter upon Parcel 2 on which said spring is located for the purpose of relocating as necessary said spring within a two hundred (200) foot radius of the existing spring, and for the purpose of laying, relaying, and maintaining pipe from said relocated spring to Parcel 1.

J. 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 or Agricultural 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 or Agriculture 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 Twenty-Seven Thousand Two Hundred Seventy-One and 4/100 Dollars (\$27,271.04), 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 Coos 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, situate in Clarksville, Coos County, New Hampshire, shown on a plan entitled "Plan of Land for Myrtle C. Hurlbert, Clarksville, NH" surveyed by Cartographic Associates, Inc., February 27, 1986, recorded in File 1, Rod 2, Plan No. 29, said plan being incorporated into this description by reference thereto, said parcel being more particularly described as follows:

Beginning at an iron rod located in the westerly right of way of Route 145, said iron rod being the southeasterly corner of the parcel herein described and the northerly corner of land now or formerly of Walter Cross; thence turning and running along the westerly right of way of Route 145 in a northeasterly direction for the following ten courses:

1. North 19°14'38" East a distance of 86.22 feet to a point; thence
2. North 31°18'07" East a distance of 104.59 feet to a point; thence
3. North 42°13'34" East a distance of 112.36 feet to a point; thence
4. North 49°24'52" East a distance of 304.98 feet to a point; thence
5. North 44°59'05" East a distance of 178.11 feet to a point; thence
6. North 38°00'03" East a distance of 103.90 feet to a point; thence
7. North 34°58'38" East a distance of 204.96 feet to a point; thence
8. North 29°45'14" East a distance of 308.86 feet to a point; thence
9. North 26°49'03" East a distance of 230.29 feet to a point; thence
10. North 27°14'40" East a distance of 261.48 feet to the southeast corner of land now or formerly of Evelyn Trimm; thence along said Trim land on the following courses
11. North 62°45'20" West a distance of 82.50 feet to a point; thence
12. North 27°14'40" East a distance of 66.00 feet to a point; thence
13. South 62°45'20" East a distance of 82.50 feet to the west side of Route 145; thence along the westerly right of way of Route 145 the following seven courses;
14. North 27°14'40" East a distance of 64.48 feet to a point; thence
15. North 26°43'03" East a distance of 322.17 feet to a point; thence
16. North 28°32'53" East a distance of 82.79 feet to a point; thence
17. North 30° 14'57" East a distance of 228.12 feet to a point; thence
18. North 28°39'52" East a distance of 225.45 feet to a point; thence
19. North 24°10'48" East a distance of 235.20 feet to a point; thence
20. North 26°46'08" East a distance of 344.96 feet to the southeast corner of a cemetery lot; thence
21. North 61°14'33" West a distance of 95.28 feet along a fence line and said cemetery lot to a fence post corner; thence
22. Continuing along the fence line and cemetery lot North 24°27'41" East a distance of 66.21 feet to the intersection of a stonewall with said fence line; thence
23. Turning and running along the stonewall and land now or formerly of Donald McKinnon, Jr. North 63°27'53" West a distance of 167.67 feet; thence following a fence line and land of McKinnon for the following courses:
24. North 62°32'16" West a distance of 565.04 feet to a point; thence



25. North 62°16'14" West a distance of 198.97 feet to a point; thence
26. North 63°05'56" West a distance of 278.31 feet to a rebar located in the southerly right of way of Wiswell Road, so-called; thence following a fence line and the southerly side of Wiswell Road the following six courses:
27. North 69°42'07" West a distance of 216.31 feet to a point; thence
28. North 59°50'24" West a distance of 370.39 feet to a point; thence
29. North 61°53'21" West a distance of 361.77 feet to a point; thence
30. North 63°49'20" West a distance of 241.92 feet to a point; thence
31. North 59°04'44" West a distance of 237.95 feet to a point; thence
32. North 63°44'54" West a distance of 130.17 feet to an iron pin marking the northwest corner of the herein described parcel and the northeast corner of land now or formerly of H. Comstock and C. Felton and known as "the Edmond K. Young Farm"; thence following said land and along a fence line
33. South 27°57'22" West a distance of 2,460.78 feet to an iron pin at the intersection of a fence line from the west; thence continuing along the first fence line and "the E. K. Young Farm"
34. South 27°44'52" West a distance of 1,105.34 feet to an iron rod at the intersection of a stone wall from the east, said iron rod being the southwesterly corner of the herein described parcel and the northwesterly corner of land now or formerly of Walter Cross; thence along the north side of said Cross land and following a stone wall and a fence line the following courses:
35. South 62°41'34" East a distance of 1,067.93 feet to an iron pin in the stone wall; thence
36. South 62°05'35" East a distance of 818.95 feet to a 3-inch square wooden stake in the stone wall at the intersection of a fence line from the south; thence
37. South 61°46'31" East a distance of 763.26 feet to the west side of Route 145 and the point of beginning.

Containing 226.46 acres, more or less.

Excluding, however, the property conveyed by Quitclaim Deed of Renewable Properties, Inc. to Jonathan H. LeBlanc and Alfred J. LeBlanc, III, under instrument dated December 12, 2012, recorded at Book 1366, Page 729, which conveys a parcel of 11.0 acres and a spring right as follows:

A certain parcel of land with the improvements thereon, if any, shown on a plan entitled, "Subdivision Plan of Land of Renewable Properties, Inc., In Clarksville, NH (Coos County), Map R-3 Lot 23" ("Plan"), dated December 10, 2012 and prepared by Coler & Colantonio, recorded in the Coos County Registry of Deeds as Plan No. 3729, said parcel is identified on the Plan as Parcel 1, and described:

Beginning at a rebar located on the westerly side of Route 145 at the northeast corner of the within-described parcel; thence southerly along the westerly side of Route 145 the following courses:

S 19° 28' 26" W a distance of 103.90 feet;  
 S 26° 27' 28" W a distance of 178.11 feet;  
 S 30° 53' 15" W a distance of 304.98 feet;  
 S 23° 41' 57" W a distance of 112.36 feet;

S 12° 46' 30" W a distance of 104.59 feet;  
S 00° 41' 02" W a distance of 86.23 feet to a rebar;

Thence turning and running N 80° 18' 08" W a distance of 482.64 feet to a rebar at the southwest corner of the within-described property;

Thence turning and running N 09° 41' 52" E a distance of 855.92 feet to a rebar at the northwest corner of the within-described property;

Thence turning and running S 80° 18' 08" East a distance of 681.17 feet to the point of beginning.

Said Parcel 1 contains 11.00 acres, more or less.

Together with the right to take water from a certain spring identified on the Plan as a "square spring box" situated on Parcel 2 approximately 1,750 feet northerly from the farmhouse located on the within conveyed property, together with the right to enter upon the land of Grantor on which said spring is located for the purpose of laying, relaying, and maintaining pipe from said spring to the property of the Grantees shown on the said Plan.

Subject to the following:

1. Restrictive covenant described in the deed from Alfred J. LeBlanc and Glenda M. Greaves, formerly LeBlanc, to A. Joseph LeBlanc, III and Jonathan H. LeBlanc dated July 4, 2007, and recorded at Book 1238, Page 561, which prohibits conveying any portion of the premises to "Alfred J. LeBlanc, Jr. or his agent or any entity under his control at any time during the next 50 years".
2. Facts, matters and details revealed by:
  - a. Such state of facts as are disclosed on the plan recorded with said Registry of Deeds at Plan File 1, Rod 2, Plan No. 29; and/or
  - b. "Subdivision Plan of Land Renewable Properties, Inc. in Clarksville, H (Coos County) Map R-3, Lot 23" by Coler & Colantonio, recorded as Plan 3729.
3. Rights and easements granted by Gerard E. Hurlbert to Public Service Company of New Hampshire by instrument dated March 12, 1947, and recorded at Book 357, Page 78.
4. Current land use taxation lien as set forth in instrument recorded with said Registry of Deeds at Book 650, Page 39 and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.
5. Rights to take water from a spring and to enter upon the land for the purpose of laying, relaying and maintaining a pipe from the spring to land now or formerly of Jonathan H. LeBlanc and Alfred J. LeBlanc, III, as set forth in the Deed of Renewable Properties, Inc. recorded at Book 1366, Page 729.

# Mitigation Baseline Documentation Report

## Site K - Roaring Brook Headwaters Site

### Dixville and Columbia, 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

**December 2016**

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# **Conservation Easement Baseline Documentation Report**

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

## **Donor Information:**

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

Address: 780 Commercial St, Manchester, NH 03101

## **Property Location:**

Road: Dixville Tax Map 1626, Lot 4; Columbia Map 426 Lot 11

Town/County: Towns of Dixville and Columbia, Coos County

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

**Land Types:** Total acreage: 444.2 ac. 23.7% Lowland Spruce Fir 32% 2500ft+  
26.8% Northern Hardwood 17.2% High Elevation 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 K – the Roaring Brook Headwaters Site, is an undeveloped high elevation site with no man-made features existing or planned on this site with the exception of some existing logging roads.

On May 25, 2011, Haley and Aldrich performed a site reconnaissance of the YR/RB site. The site walk was performed utilizing ATV paths and skid trails. The site walk included observations of select property lines, skid trails and areas associated with logging activities. Environmental conditions of abutting properties were also observed as part of the site reconnaissance. Access to the majority of this parcel is limited due to heavily wooded forest and extremely steep terrain.

No evidence of solid waste or solid waste filling, hazardous materials or unidentified containers were observed at the YR/RB site during the field reconnaissance. Additionally, no visible evidence of stained soils, impacted waterways, or stressed vegetation was observed onsite. The adjoining properties in the vicinity of the subject site appeared to also be uninhabited, wooded parcels. No indications of spills or released to the environmental were observed during the observation of the subject sites and adjoining properties.

## **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 K is located in high elevation (max elevation of 2,880) spruce-fir, lowland spruce-fir and northern hardwood-conifer forest on the western flank of Dixville Peak, near the Balsams Resort property. The site is 444.2 acres in size. Site K includes almost the entire headwaters of a Roaring Brook tributary, which flows northwest to the Mohawk River. The site boundaries follow the ridgeline of this northwest-facing, geologic bowl. There are approximately 76 acres of spruce-fir forest above 2,700 feet on the site, and another 143 acres of land between 2,500 and 2,700 feet msl. There are also over 100 acres of lowland spruce fir forest. Based on aerial photos, the intermittent/perennial tributary stream, with an adjacent forested wetland of about 34 acres, flows from the bowl northwest into Roaring Brook. It also appears that a selective timber harvest was conducted between the years 2003 and 2006, primarily at elevations below 2,700 feet.

Adjacent and nearby land use is predominantly conservation land. Nash Stream Forest is adjacent to the southwest, and conservation land managed by SPNHF associated with the Lewis family and the Balsams lies to the north. However, the land to the east of Site K is now part of the Balsams ski area expansion



plans, and the south east portion of the site abuts the managed forests of the Bayroot Company. Given the proposed redevelopment of the Balsams into a world class destination ski resort with the largest ski area in the east, an increase in second home and service industry development pressure and potential wind farm expansion pressure in the area can be expected. Preservation of Site K will protect it from future development.

Feature	Measurement/Classification
Total Site Area	444.2 acres
Waterbody	Perennial tributary to Roaring Brook and several intermittent tribs
Shoreline Length	N/A
Stream Length	Perennial – approx.. 2,200 ft. Additional intermittent streams
Wetlands	Estimated at 34.4 acres; area of poorly drained soils, app. 80 acres

*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

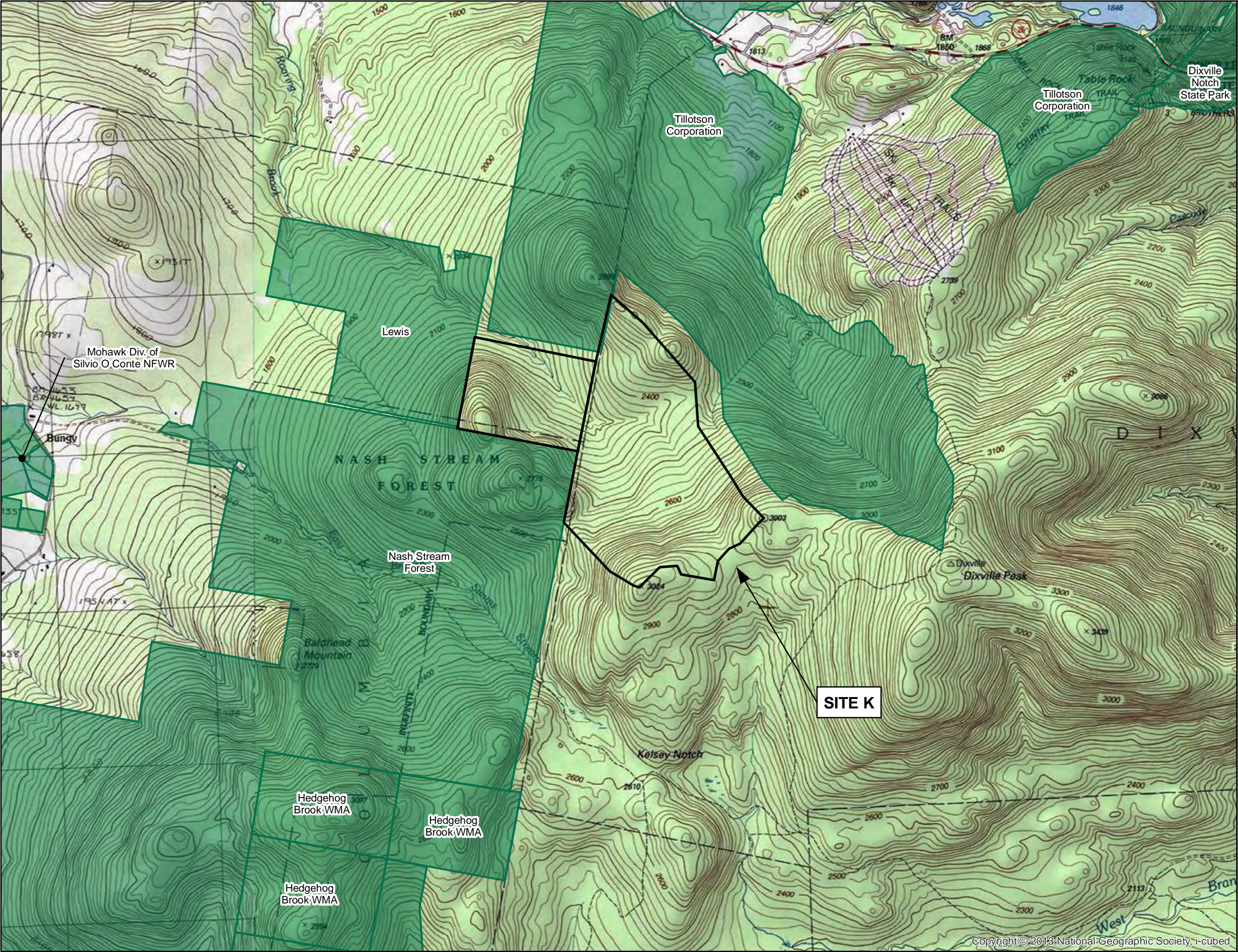
Attachments: (not all conservation parcels have all attachments)

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

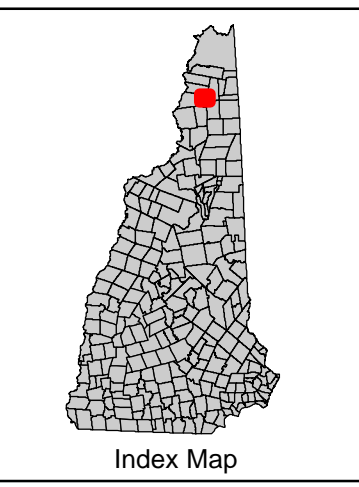
## USGS Location Map



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# Northern Pass Mitigation Analysis

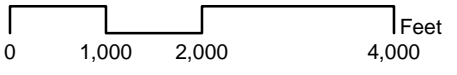


- Site Features**
- Proposed ROW / Site Facilities
  - Mitigation Parcels
  - Conservation Land

Data Provided By: ESRI & USGS



1:24,000



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

**NORMANDEAU ASSOCIATES**  
Environmental Consultants

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## Ground Photos



Site K – Roaring Brook Headwaters Site  
Ground Photos (Normandeau Associates, June 2016)



Photo 1. June 28, 2016. Property corner pin.



Photo 2. June 28, 2016. Dense high elevation spruce-fir forest, eastern side of Site K.



Site K – Roaring Brook Headwaters Site  
Ground Photos (from Haley & Aldrich, May 2011)



*Photograph 1. View of a logging trail on the western property line of the Dixville property (Tax Map ID 1626, Lot 4).*



*Photograph 2. View of the area formally utilized for a logging camp located in the center of the Dixville property (Tax Map ID 1626, Lot 4).*

Site K – Roaring Brook Headwaters Site  
Ground Photos (from Haley & Aldrich, May 2011)

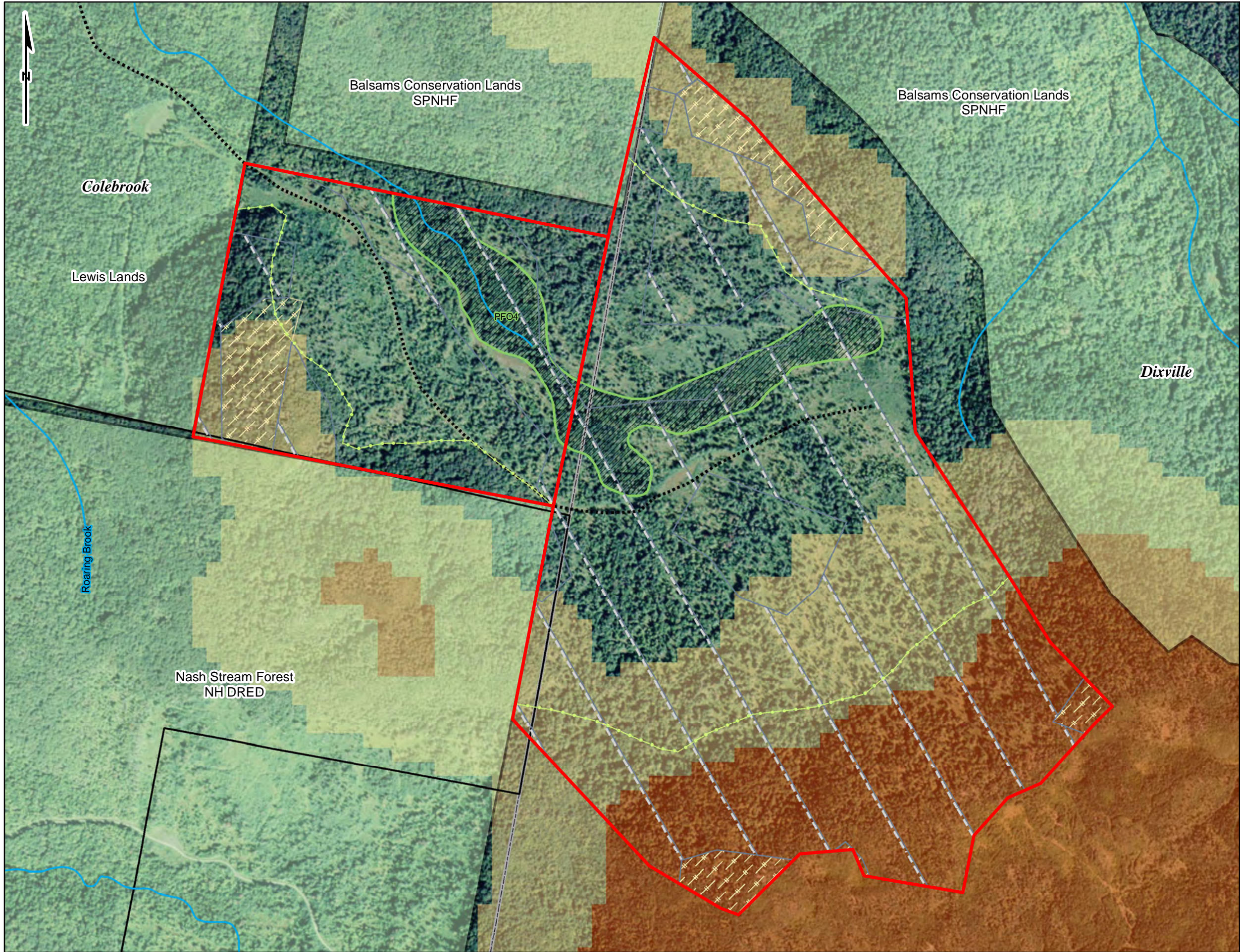


*Photograph 4. View of the logged hillside in the southwest corner of the Dixville property (Tax Map ID 1626, Lot 4).*

## Aerial Photo Property Map

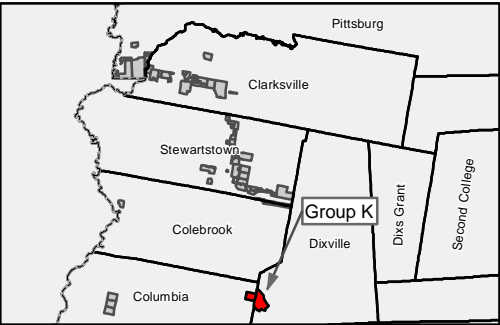


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# Northern Pass Mitigation Analysis

Mitigation Group: K



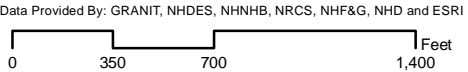
Group K Site Summary	
Town:	Dixville & Columbia
County:	Coos
HUC 12 Watersheds:	10801010401
Eco Region:	Mahoosic-Rangely Lakes
Total Site Acreage:	
444.2	

**Site Features**

- Existing Trails
- Ridge Habitat
- NHD Streams
- Group K Parcels
- Political Boundaries
- High Elevation Spruce Fir
- Rocky ridge
- Photointerpreted Wetlands
- Conservation Land

**Elevation (feet)**

- 31 - 2,500
- 2,500 - 2,700
- 2,700 - 6,284

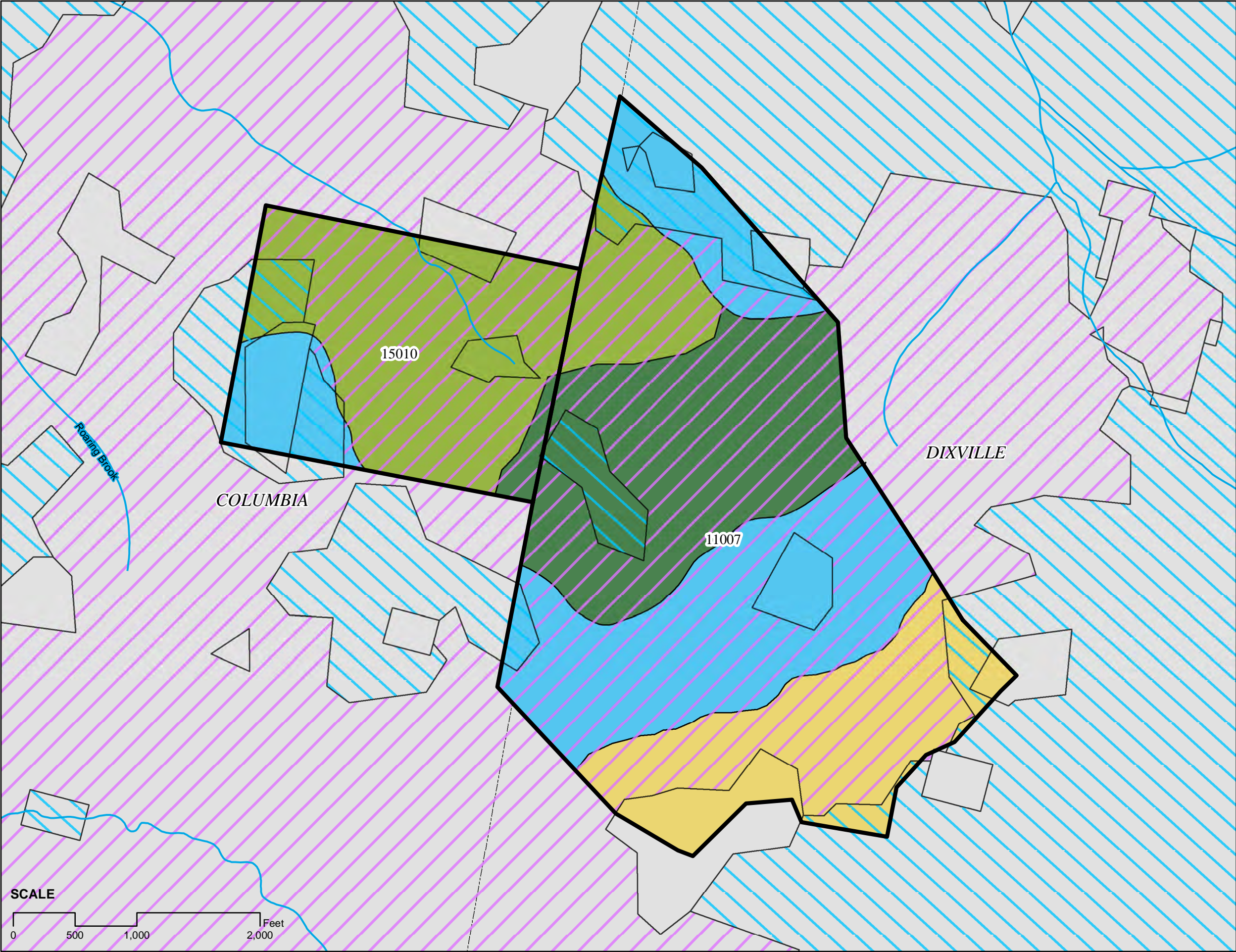




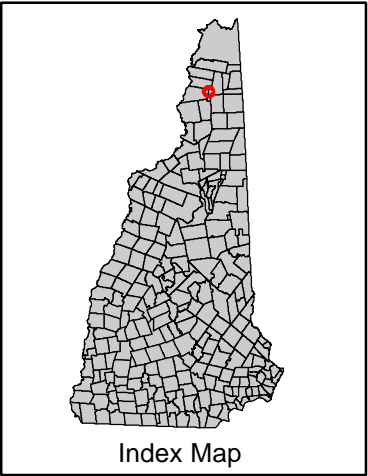
## Natural Resource Maps



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# Northern Pass Mitigation Analysis



## Group: K

**Site Features (acres)**  
0.0 Proposed ROW / Site Facilities

**WAP Tiers (acres)**  
346.6 Highest Ranked Habitat in NH  
54.3 Highest Ranked Habitat in the Biological Region

**Photointerpreted Cover Types (acres)**

Open Habitat	Mixed Hardwoods
Clear Cut	Lowland Spruce Fir (105.3)
River	Hardwood / Softwood
Stream	Hemlock Hardwood Pine
Pond	High Elevation 2500 + (143.0)
Residential	High Elevation Spruce Fir 2700 + (76.7)
Northern Hardwood Conifer (119.1)	

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

Data Provided By: GRANIT, NHF&G and NHD

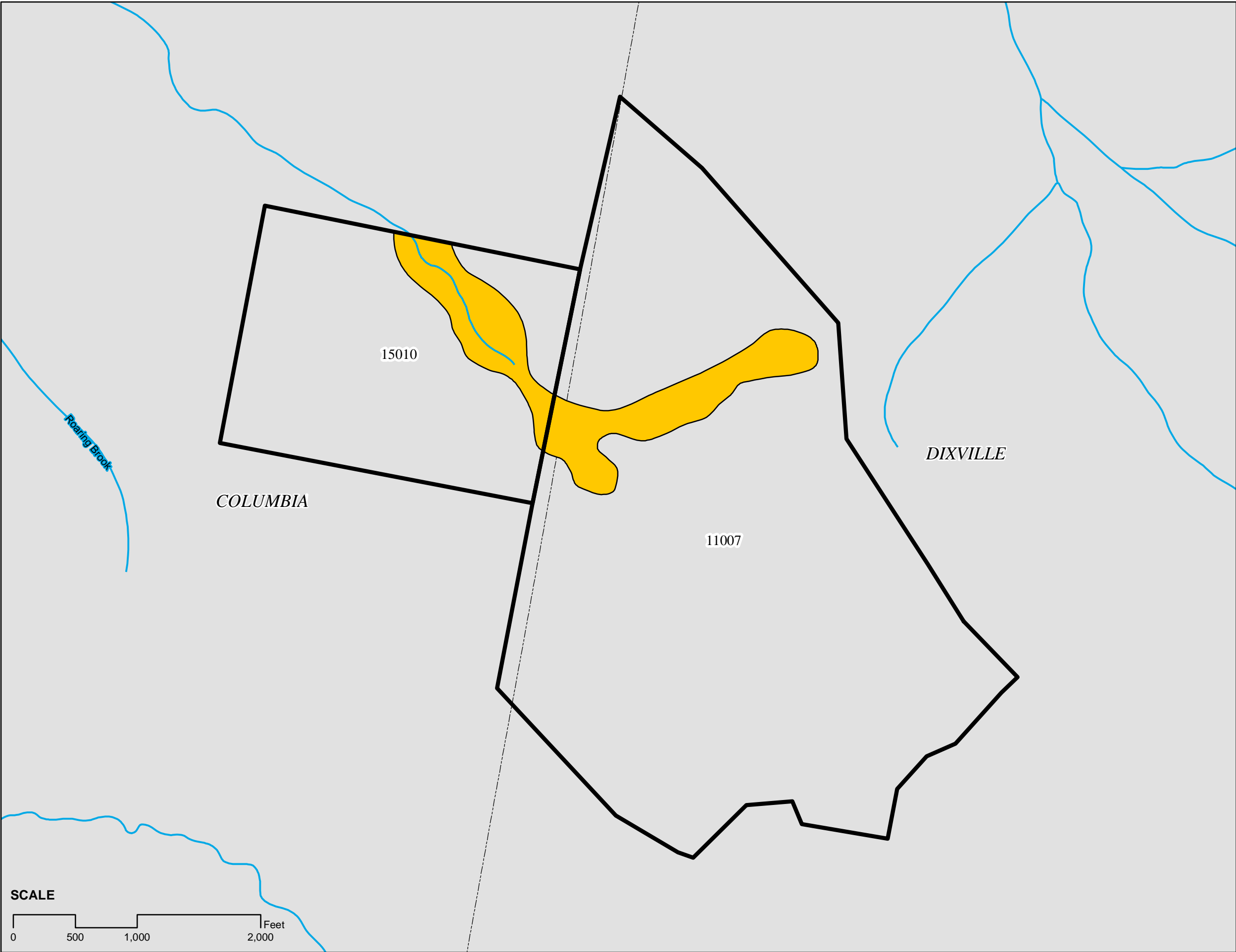


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110

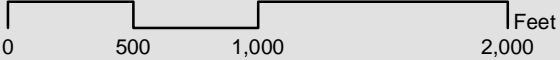




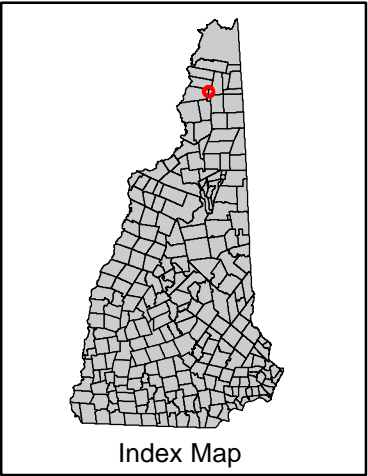
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SCALE



Northern Pass Mitigation Analysis



Group: K

Site Features (acres)

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

Photointerpreted Wetland Cover Types (acres)

- |           |                |
|-----------|----------------|
| PEM1      | PUB            |
| PFO1      | PVP            |
| PFO1/4    | River          |
| 34.4 PFO4 | Stream Channel |
| PSS1      |                |

Data Provided By: GRANIT & NHD

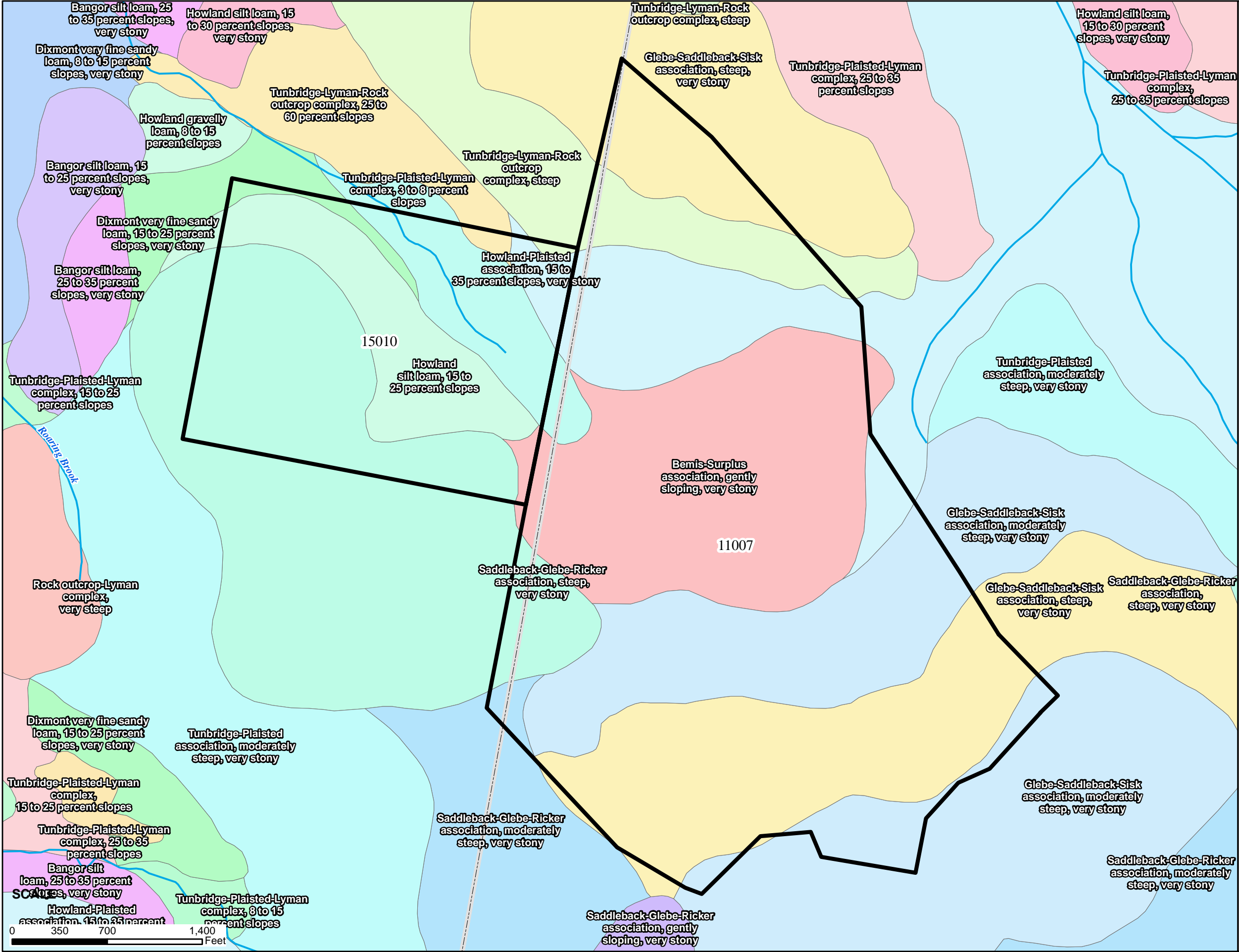


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110

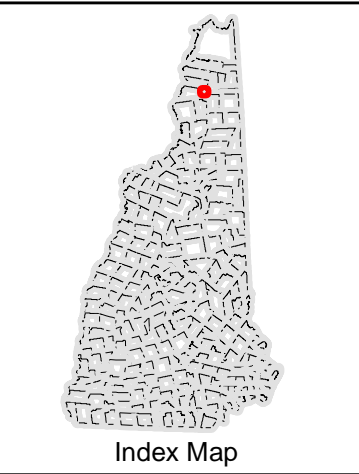




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Northern Pass Mitigation Analysis - Soils Map



- Group: K
- Mitigation Parcels
  - Proposed ROW/Site Facilities

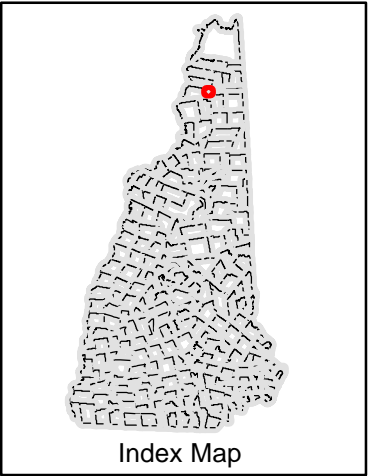
*Note: open habitat includes wetland marshes, wet meadows, shrub swamps and fields.

Data Provided By: GRANIT and NHD





Northern Pass Mitigation  
Analysis - Hydric Soils Map



Group: K

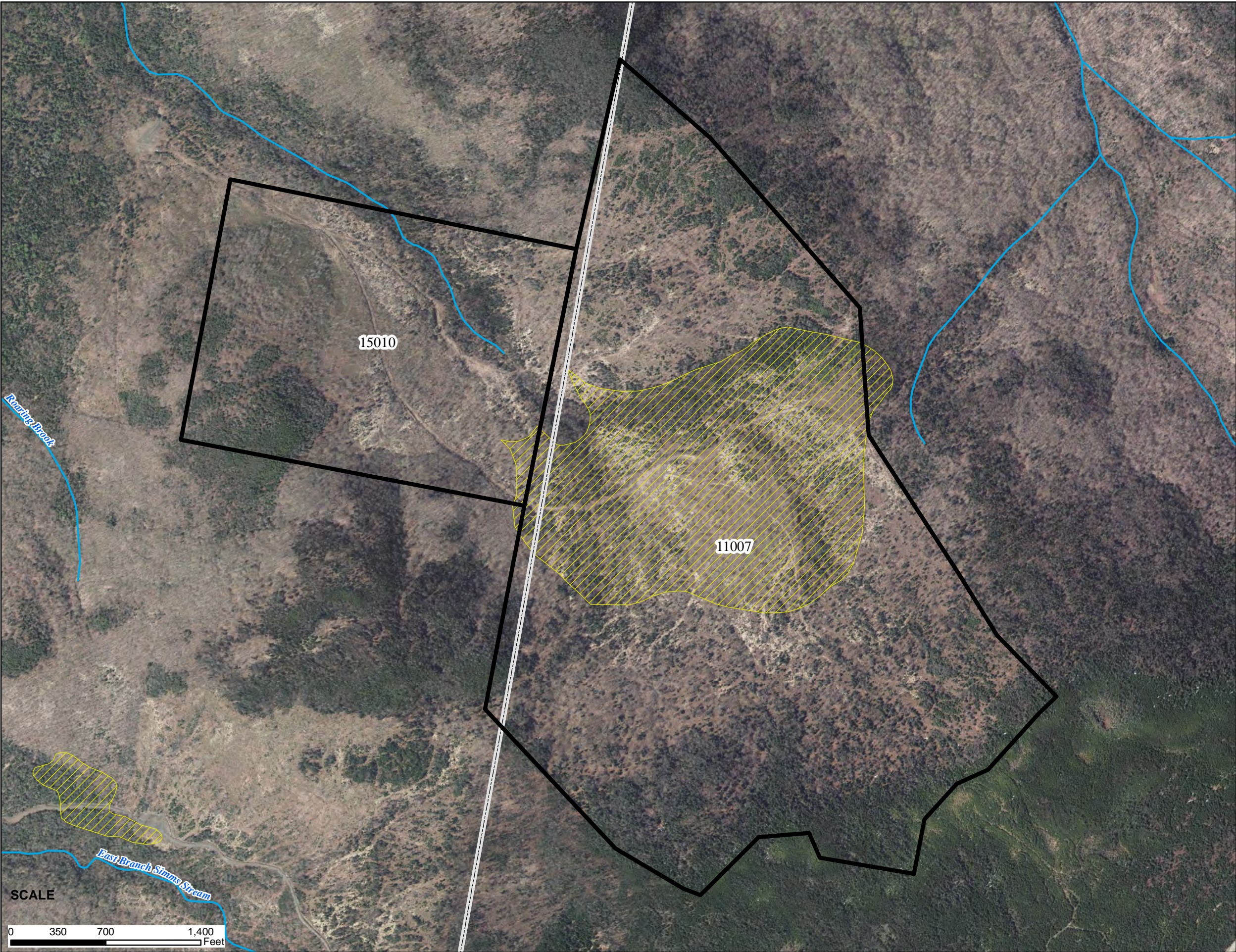
- Mitigation Parcels
- Proposed ROW/Site Facilities
- Hydric Soils

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

Data Provided By: GRANIT and NHD

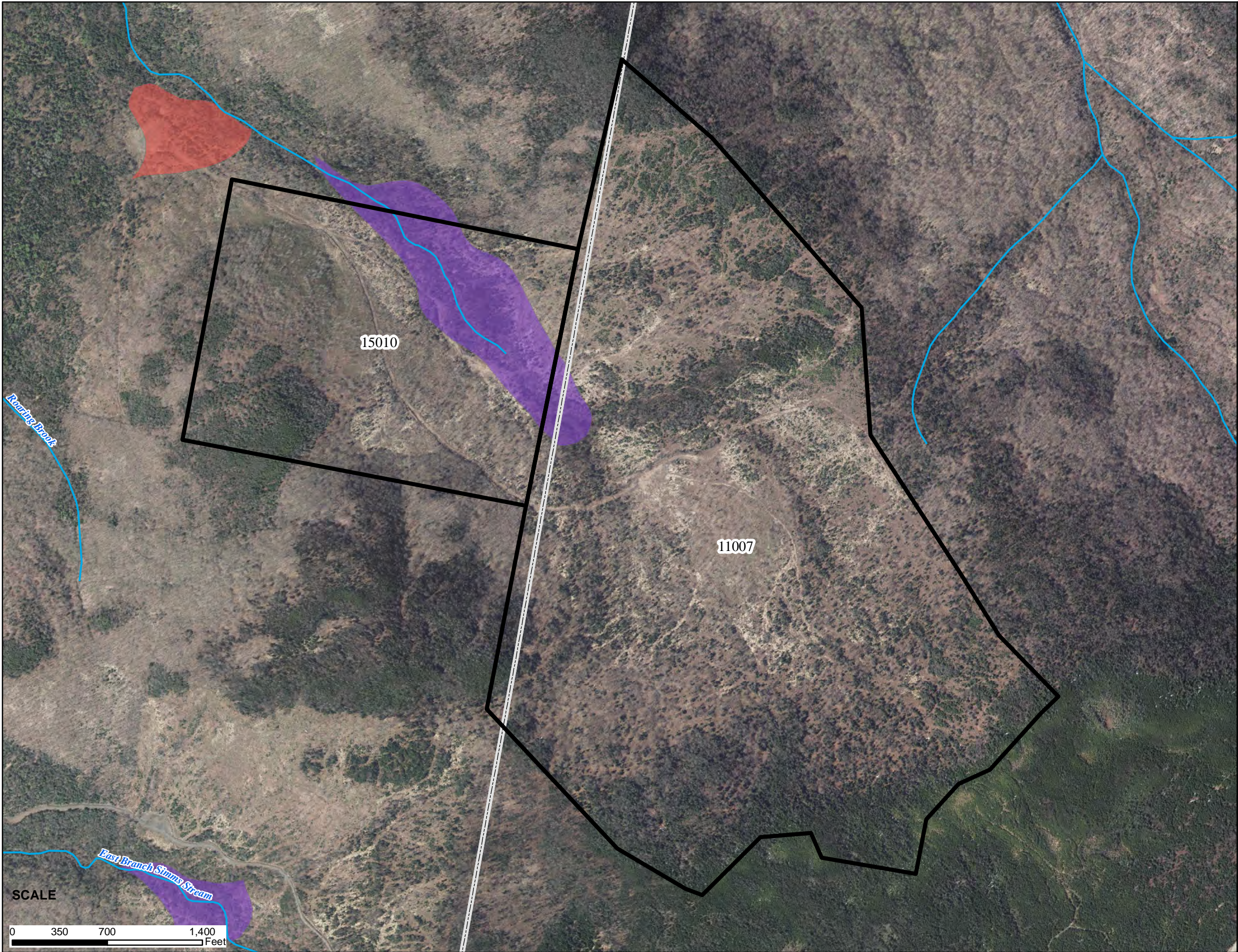


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110

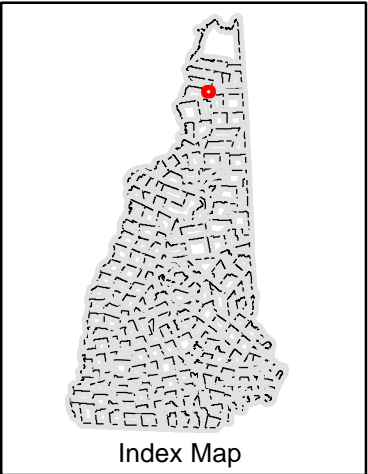




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Northern Pass Mitigation  
Analysis - Agricultural Land Map



- Group: K**
- 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





## Site Reconnaissance Notes



# Halls Stream Road Mitigation Parcel Site Reconnaissance Notes

LLs 15010, 11007

The proposed mitigation parcels, located in remote sections of the towns of Columbia and Dixville, were visited 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 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 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 were 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. The remote nature of the site and poor access to the interior prevented most of the site from being assessed during the site visit. The southern portion, corresponding to some of the highest elevations on the parcels, was visited. Subsequent efforts may be made to assess the interior of the site at lower elevations.

## High Elevation Spruce – Fir Forest (S4)

The higher elevation areas in the southern portion of the site are occupied by a typical high elevation spruce – fir forest, dominated by balsam fir (*Abies balsamea*), red spruce (*Picea rubens*), yellow birch (*Betula alleghaniensis*), and heart-leaved paper birch (*Betula cordifolia*). The understory is sparse and includes bunchberry (*Chamaepericlymenum canadense*) and evergreen wood fern (*Dryopteris intermedia*). The trees in this forest community become stunted in the uppermost elevations. No balds or clear outcrops were observed during the site visit to this particular community. The southern boundary of the site appears to have been surveyed recently, and old blazes were still visible on many of the trees along the perimeter.

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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

### Other Community Types

Additional community types are likely present in the lower elevations of the group, although further surveys will be necessary to determine their characteristics. Aerial photos indicate that most of the parcel has been subject to varying amounts of logging, and a variety of age classes appear to be present throughout.

### Wildlife and Wildlife Habitat Value

The high elevation portion of LL 11007, visited on June 29, appears to offer good quality habitat for species that are adapted to high elevation spruce/fir cover types. This high elevation forest is not old growth, but it has not been recently cut, and is dense with an abundance of wind throw and tip ups. Moose sign was abundant, and included some pellet groups, tracks and lots of browse. However, although nearly all stems of preferred browse species showed some degree of damage, most of it was historic, with only a limited amount of damage from the past winter/spring. Moderate amounts of snowshoe hare browse and snowshoe hare pellets were also observed. The survey was conducted between 9:00 - 11:45, late in the breeding season, and 11 species of passerine were heard singing or calling, including blackpoll warbler, mourning warbler, and Swainson's thrush, all typically associated with high elevation spruce/fir forest. The other species were associated with forested habitats, and the relatively tall and largely unbroken forest canopy in the portion of the parcel that was visited does not appear to provide suitable habitat for Bicknell's thrush.



**Photo #: 1**

High elevation spruce –  
fir forest



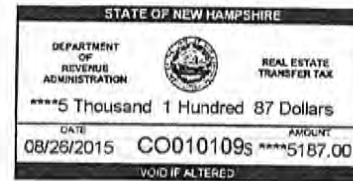
**Photo #: 2**

Surveyed parcel  
boundary, eastern  
corner of site.



## **Property Deeds and Survey Plans**

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



## QUITCLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS**, that **PROPERTIES, INC.**, a New Hampshire business corporation with an address of 780 N. Commercial Street, Manchester, New Hampshire 03101, 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 **QUITCLAIM COVENANTS**, the following parcels of land located in the Towns of Columbia and Dixville, in the County of Coos and State of New Hampshire:

### TOWN OF COLUMBIA PARCEL

A certain parcel of land in the Town of Columbia, in the County of Coos and State of New Hampshire, comprising the whole of Lot One (1), Range Three (3) of Range Lots in said Town, bounded northerly by Lot One (1), Range Two (2), now or formerly owned by Thomas N. and Deborah T. Tillotson; easterly by lands known as Young's Reservation, being in the Town of Dixville, formerly owned by Champion International Corporation, now owned by the Grantor; southerly by Lot One (1), Range Four (4), now or formerly owned by the State of New Hampshire; and, westerly by Lot Two (2), Range Three (3), now or formerly owned by David, Edwin and Dolores Lewis.

The said parcel being also more particularly bounded and described, according to a certain survey plan entitled "ALTA/ACSM Land Title Survey prepared for Properties, Inc., Land of John Cochrane & Craig Chamberlain, Co-Trustees of King's Arrow Realty Trust, Coos County Tax Parcel 1626-4, Columbia Tax Parcel 426-11, Columbia & Dixville, New Hampshire", dated July 19, 2011, made by York Land Services, LLC, recorded in the Coos County Registry of Deeds as Plan No. 3548 (hereinafter the "Survey Plan"), as follows:

Commencing at a rebar with cap at a wood post in mound of stones marking the corner common to Dixville, Columbia and Ervings Location, New Hampshire.

Thence along the Dixville-Columbia town line the following three courses:

1. N11°11'51"E for 5921.69 feet to an iron pin in mound of stones marking the southeast corner of Lot 1, Range 4, in Columbia on the Dixville town line.
2. N14°23'37"E for 199.09 feet to an iron pin.
3. N10°54'37"E for 1524.99 feet to CORNER 1, an iron pin with cap marked "YORK LLS

BK 1426 PG 0750

NH-450," being the point of beginning for the herein described parcel.

Thence N78°23'49"W along the north line of Lot 1, Range 4 of the Columbia town lots for 2574.40 feet to CORNER 2, an iron pin with cap marked "YORK LLS NH-450."

Thence N10°44'07"E along the east line of Lot 2, Range 3 of the Columbia town lots for 1919.00 feet to CORNER 3, an iron pin with cap marked "YORK LLS NH-450."

Thence S78°35'00"E along the south line of Lot 1, Range 2 of the Columbia town lots for 2598.30 feet to CORNER 4, an iron pin with cap marked "YORK LLS NH-450" on the Dixville-Columbia town line.

Thence S11°26'58"W along said Dixville-Columbia town line for 1927.24 feet to CORNER 1, the point of beginning.

Meaning and intending to describe a parcel of land containing 114.18 acres.

Meaning and intending to describe and convey the same parcel of land described as "Scattered Parcel No. 9" in the deed of Champion Realty Corporation to the Grantors dated March 22, 2004, recorded in the Coos County Registry of Deeds at Book 1074, Page 552.

#### **TOWN OF DIXVILLE PARCEL**

A certain parcel of land in the Town of Dixville, in the County of Coos and State of New Hampshire, known as "Young's Reservation", and consisting of all of the lands in said Town of Dixville which lies within the watershed of Roaring Brook, so-called, and bounded westerly by the Columbia Town Line; on the north by the Roaring Brook height of land; and, on the east and south by the Roaring Brook height of land.

The said parcel also being more particularly bounded and described, according to the Survey Plan, as follows:

Commencing at a rebar with cap at a wood post in mound of stones marking the corner common to Dixville, Columbia and Ervings Location, New Hampshire.

Thence along the Dixville-Columbia town line the following two courses;

1. N 11°11'51"E for 5921.69 feet to an iron pin in mound of stones marking the southeast corner of Lot 1, Range 4, in Columbia on the Dixville town line.
2. N14°23'37"E for 199.09 feet to CORNER 1, an iron pin, being the point of beginning for the herein described parcel.

Thence along the Dixville-Columbia town line the following three courses:

1. N10°54'37"E for 1524.99 feet to CORNER 2, an iron pin with cap marked "YORK LLS NH-450."
2. N11°26'58"E for 1927.24 feet to CORNER 3, an iron pin with cap marked "YORK LLS NH-450."
3. N13°00'08"E for 1434.51 feet to CORNER 4, an iron pin with cap marked "YORK LLS



NH-450."

Thence along land of Tillotson Corporation the following seven courses:

1. S48°57'07" E for 880.34 feet to CORNER 5, an iron pin with cap marked "YORK LLS NH-450."
2. S41°22'45"E for 1667.48 feet to CORNER 6, an iron pin with cap marked "YORK LLS NH-450."
3. S04°01'26"E for 939.60 feet to CORNER 7, an iron pin with cap marked "YORK LLS NH-450."
4. S32°57'18"E for 1208.09 feet to CORNER 8, an iron pin with cap marked "YORK LLS NH-450."
5. S32°01'45"E for 545.64 feet to CORNER 9, an iron pin with cap marked "YORK LLS NH-450."
6. S44°02'58"E for 625.73 feet to CORNER 10, an iron pin with cap marked "YORK LLS NH-450."
7. S45°45'11"W for 179.69 feet to CORNER 11, an iron pin with cap marked "YORK LLS NH-450."

Thence along land of Bayroot LLC the following eleven courses:

1. S42°03'35"W for 557.24 feet to CORNER 12, an iron pin with cap marked "YORK LLS NH-450."
2. S66°04'09"W for 253.92 feet to CORNER 13, an iron pin with cap marked "YORK LLS NH-450."
3. S42°06'34"W for 354.35 feet to CORNER 14, an iron pin with cap marked "YORK LLS NH-450."
4. S10°50'48"W for 407.92 feet to CORNER 15, an iron pin with cap marked "YORK LLS NH-450."
5. N80°22'53"W for 703.93 feet to CORNER 16, an iron pin with cap marked "YORK LLS NH-450."
6. N22°55'53"W for 199.35 feet to CORNER 17, an iron pin with cap marked "YORK LLS NH-450."
7. S85°15'49"W for 372.75 feet to CORNER 18, an iron pin with cap marked "YORK LLS NH-450."
8. S45°17'37"W for 606.35 feet to CORNER 19, an iron pin with cap marked "YORK LLS NH-450."
9. N69°34'43"W for 130.39 feet to CORNER 20, an iron pin with cap marked "YORK LLS NH-450."
10. N59°18'38"W for 582.82 feet to CORNER 21, an iron pin with cap marked "YORK LLS NH-450."
11. N43°06'33"W for 1407.21 feet to CORNER 1, the point of beginning.

Meaning and intending to describe a parcel of land containing 328.99 acres.

Meaning and intending to describe and convey the same parcel of land described as "Scattered Parcel No. 10" in the deed of Champion Realty Corporation to John Cochrane and Craig Chamberlain, Co-Trustees of the King's Arrow Realty Trust dated November 17, 1999 and

recorded in the Coos County Registry of Deeds at Book 1074, Page 552.

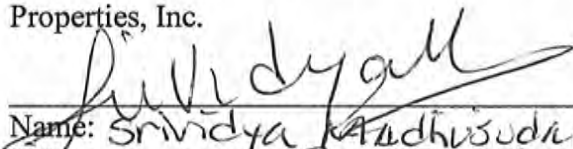
This conveyance includes as to both of the above-described parcels:

- (1) all improvements and standing timber, if any, thereon;
- (2) all of Grantor's rights, titles and interests, if any, in and to all of the oil, gas and other minerals in, on, under or that may be produced or saved from the parcels, including coal, lignite, sulfur and uranium, as well as any other minerals customarily extracted from real property through surface mining operations, except as set forth in the mineral royalty reservation set forth in Exhibit C of the aforesaid deed from Champion Realty Corporation to John Cochrane and Craig Chamberlain, Co-Trustees of King's Arrow Realty Trust u/d/t dated November 17, 1999; and,
- (3) all of Grantor's rights, titles and interests, if any, under any and all agreements, easements, rights-of-way, licenses, permits, or similar instruments, whether recorded or not in the public records of real property of Coos County, New Hampshire, under which Grantor has obtained and maintain legal rights of ingress and egress to and from the parcels, but only to the extent such rights pertain to and affect the parcels, and under any mineral and surface leases covering all or any portion of the parcels. All of the foregoing rights, titles and interests, if any, under any and all such agreements, easements, rights-of-way, licenses, permits, or similar instruments, and mineral and surface leases, are hereby assigned, transferred and conveyed by Grantor to Grantee and its successors and assigns.

Meaning and intending to convey the same premises described in deed from John Cochrane and Craig Chamberlain, Co-Trustees of King's Arrow Realty Trust u/d/t dated November 17, 1999 to Properties, Inc., recorded on August 9, 2011 in the Coos County Registry of Deeds in Book 1332, Page 77.

EXECUTED this 25th day of August, 2015.

Properties, Inc.

  
Name: Srividya Madhusudan

Title: Director, Real Estate + Property Management

BK 1426 PG 0753

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 25th day of August, 2015, before me, the undersigned officer, personally appeared the above-named Sandya Madhusudan Director RE-1 Prop. Mgmt of Properties, Inc., 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 for the purpose therein contained.



Eugenia N. Snyder  
Justice of the Peace/Notary Public  
My Commission Expires _____

EUGENIA N. SNYDER, Notary Public  
My Commission Expires November 30, 2016

Print name _____

BK1426PG0754





## **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 in the Town of Dixville and the Town of Columbia, 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 K – Dixville / Clarksville, NH – Mitigation Baseline Report" (the "Report"), which Report is on file at the office of the Department of Environmental Services and is incorporated herein in full;
- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions;
- C. To promote the North Country Council's goals of forest block protection and wetlands and wetland buffer protection;
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Property, while allowing the reserved rights of Grantor as allowed under Section 3 hereof;
- E. The preservation of the land and the ~~Roaring Brook~~ Tributary 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 ~~Roaring Brook~~ Tributary, and other ground and surface water resources including ~~wetlands, streams, riparian areas 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 adjacent ~~Tillotson Forest~~ and the Nash ~~Stream Forest managed by the New Hampshire Department of Resources and Economic Development;~~
- H. To permit recreational, scientific, and educational activities on the Property including, but not limited to, hiking, hunting, fishing, camping, cross country skiing, snowshoeing and horseback riding 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 the ~~northern long-eared~~ bat habitat, forest migratory bird habitat, high elevation forest 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 only be permitted in such portions of the Property located below 2,700 feet msl.
- 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. 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.

J. There shall be no wind turbines constructed or otherwise placed on the Property or any portion thereof.

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, logging 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.

#### **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 Thirty-Two Thousand Six Hundred Eighty-Eight and 15/100 Dollars (\$32,688.15), 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**

Those certain parcels of land located in the Towns of Columbia and Dixville, in the County of Coos and State of New Hampshire:

### **TOWN OF COLUMBIA PARCEL**

A certain parcel of land in the Town of Columbia, in the County of Coos and State of New Hampshire, comprising the whole of Lot One (1), Range Three (3) of Range Lots in said Town, bounded northerly by Lot One (1), Range Two (2), now or formerly owned by Thomas N. and Deborah T. Tillotson; easterly by lands known as Young's Reservation, being in the Town of Dixville, formerly owned by Champion International Corporation, now owned by the Grantor; southerly by Lot One (1), Range Four (4), now or formerly owned by the State of New Hampshire; and, westerly by Lot Two (2), Range Three (3), now or formerly owned by David, Edwin and Dolores Lewis.

The said parcel being also more particularly bounded and described, according to a certain survey plan entitled "ALTA/ACSM Land Title Survey prepared for Properties, Inc., Land of John Cochrane & Craig Chamberlain, Co-Trustees of King's Arrow Realty Trust, Coos County Tax Parcel 1626-4, Columbia Tax Parcel 426-11, Columbia & Dixville, New Hampshire", dated July 19, 2011, made by York Land Services, LLC, recorded in the Coos County Registry of Deeds as Plan No. 3548 (hereinafter the "Survey Plan"), as follows:

Commencing at a rebar with cap at a wood post in mound of stones marking the corner common to Dixville, Columbia and Ervings Location, New Hampshire.

Thence along the Dixville-Columbia town line the following three courses:

1. N11°11'51"E for 5921.69 feet to an iron pin in mound of stones marking the southeast corner of Lot 1, Range 4, in Columbia on the Dixville town line.
2. N14°23'37"E for 199.09 feet to an iron pin.
3. N10°54'37"E for 1524.99 feet to CORNER 1, an iron pin with cap marked "YORK LLS NH-450," being the point of beginning for the herein described parcel.

Thence N78°23'49"W along the north line of Lot 1, Range 4 of the Columbia town lots for 2574.40 feet to CORNER 2, an iron pin with cap marked "YORK LLS NH-450."

Thence N10°44'07"E along the east line of Lot 2, Range 3 of the Columbia town lots for 1919.00 feet to CORNER 3, an iron pin with cap marked "YORK LLS NH-450."

Thence S78°35'00"E along the south line of Lot 1, Range 2 of the Columbia town lots for 2598.30 feet to CORNER 4, an iron pin with cap marked "YORK LLS NH-450" on the Dixville-Columbia town line.

Thence S11°26'58"W along said Dixville-Columbia town line for 1927.24 feet to CORNER 1, the point of beginning.

## **TOWN OF DIXVILLE PARCEL**

A certain parcel of land in the Town of Dixville, in the County of Coos and State of New Hampshire, known as "Young's Reservation", and consisting of all of the lands in said Town of Dixville which lies within the watershed of Roaring Brook, so-called, and bounded westerly by the Columbia Town Line; on the north by the Roaring Brook height of land; and, on the east and south by the Roaring Brook height of land.

The said parcel also being more particularly bounded and described, according to the Survey Plan, as follows:

Commencing at a rebar with cap at a wood post in mound of stones marking the corner common to Dixville, Columbia and Ervings Location, New Hampshire.

Thence along the Dixville-Columbia town line the following two courses;

1. N 11°11'51"E for 5921.69 feet to an iron pin in mound of stones marking the southeast corner of Lot 1, Range 4, in Columbia on the Dixville town line.
2. N14°23'37"E for 199.09 feet to CORNER 1, an iron pin, being the point of beginning for the herein described parcel.

Thence along the Dixville-Columbia town line the following three courses:

1. N10°54'37"E for 1524.99 feet to CORNER 2, an iron pin with cap marked "YORK LLS NH-450."
2. N11°26'58"E for 1927.24 feet to CORNER 3, an iron pin with cap marked "YORK LLS NH-450."
3. N13°00'08"E for 1434.51 feet to CORNER 4, an iron pin with cap marked "YORK LLS NH-450."

Thence along land of Tillotson Corporation the following seven courses:

1. S48°57'07" E for 880.34 feet to CORNER 5, an iron pin with cap marked "YORK LLS NH-450."
2. S41°22'45"E for 1667.48 feet to CORNER 6, an iron pin with cap marked "YORK LLS NH-450."
3. S04°01'26"E for 939.60 feet to CORNER 7, an iron pin with cap marked "YORK LLS NH-450."
4. S32°57'18"E for 1208.09 feet to CORNER 8, an iron pin with cap marked "YORK LLS NH-450."
5. S32°01'45"E for 545.64 feet to CORNER 9, an iron pin with cap marked "YORK LLS NH-450."
6. S44°02'58"E for 625.73 feet to CORNER 10, an iron pin with cap marked "YORK LLS NH-450."
7. S45°45'11"W for 179.69 feet to CORNER 11, an iron pin with cap marked "YORK LLS NH-450."

Thence along land of Bayroot LLC the following eleven courses:



1. S42°03'35"W for 557.24 feet to CORNER 12, an iron pin with cap marked "YORK LLS NH-450."
2. S66°04'09"W for 253.92 feet to CORNER 13, an iron pin with cap marked "YORK LLS NH-450."
3. S42°06'34"W for 354.35 feet to CORNER 14, an iron pin with cap marked "YORK LLS NH-450."
4. S10°50'48"W for 407.92 feet to CORNER 15, an iron pin with cap marked "YORK LLS NH-450."
5. N80°22'53"W for 703.93 feet to CORNER 16, an iron pin with cap marked "YORK LLS NH-450."
6. N22°55'53"W for 199.35 feet to CORNER 17, an iron pin with cap marked "YORK LLS NH-450."
7. S85°15'49"W for 372.75 feet to CORNER 18, an iron pin with cap marked "YORK LLS NH-450."
8. S45°17'37"W for 606.35 feet to CORNER 19, an iron pin with cap marked "YORK LLS NH-450."
9. N69°34'43"W for 130.39 feet to CORNER 20, an iron pin with cap marked "YORK LLS NH-450."
10. N59°18'38"W for 582.82 feet to CORNER 21, an iron pin with cap marked "YORK LLS NH-450."
11. N43°06'33"W for 1407.21 feet to CORNER 1, the point of beginning.

Meaning and intending to describe a parcel of land containing 328.99 acres.

Meaning and intending to describe the same parcel of land described as "Scattered Parcel No. 10" in the deed of Champion Realty Corporation to John Cochrane and Craig Chamberlain, Co-Trustees of the King's Arrow Realty Trust dated November 17, 1999 and recorded in the Coos County Registry of Deeds at Book 1074, Page 552.

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

Meaning and intending to describe the same premises described in Quitclaim Deed from Properties, Inc. to Renewable Properties, Inc. dated August 25, 2015, and recorded in the Coos County Registry of Deeds in Book 1426, Page 750.

# Mitigation Baseline Documentation 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

December 2016

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# **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 +/-):**

<b>Feature</b>	<b>Measurement/Classification</b>
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.*

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for Eversource Energy Land Trust, Inc.

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Baseline Document Preparer

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Date

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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

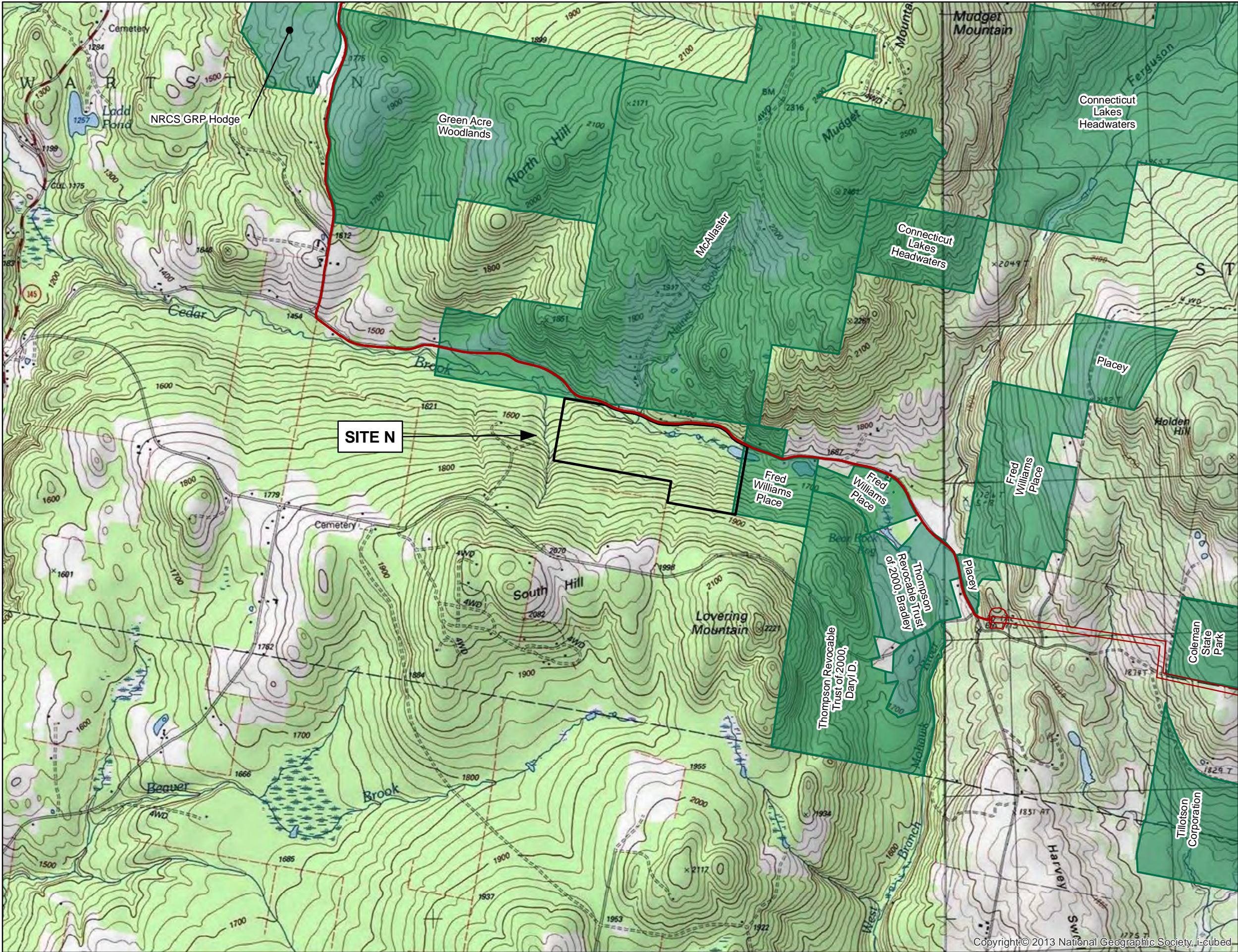
Property Deeds and Survey Plans

Conservation Easement Deed

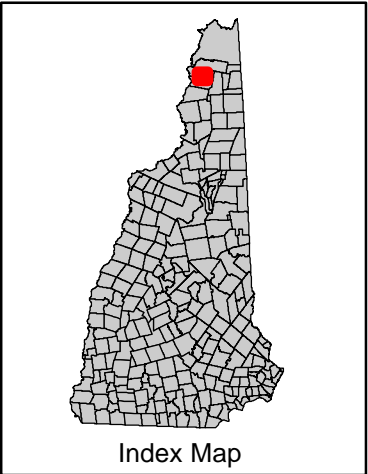
## USGS Location Map



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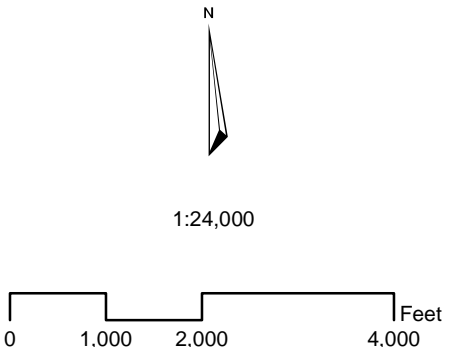


# Northern Pass Mitigation Analysis



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

Data Provided By: ESRI & USGS



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

**NORMANDEAU ASSOCIATES**  
Environmental Consultants



## 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

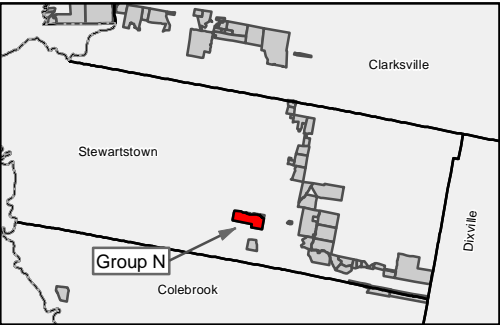


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# Northern Pass Mitigation Analysis

Mitigation Group: N

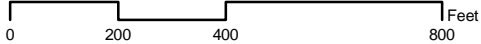


Group N Site Summary	
Town:	Stewartstown
County:	Coos
HUC 12 Watersheds:	10801010301
Eco Region:	Connecticut Lakes
Total Site Acreage:	
	128.7

- 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



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Bedford, NH, USA  
03110





## Natural Resource Maps





Index Map

**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	45.6	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.

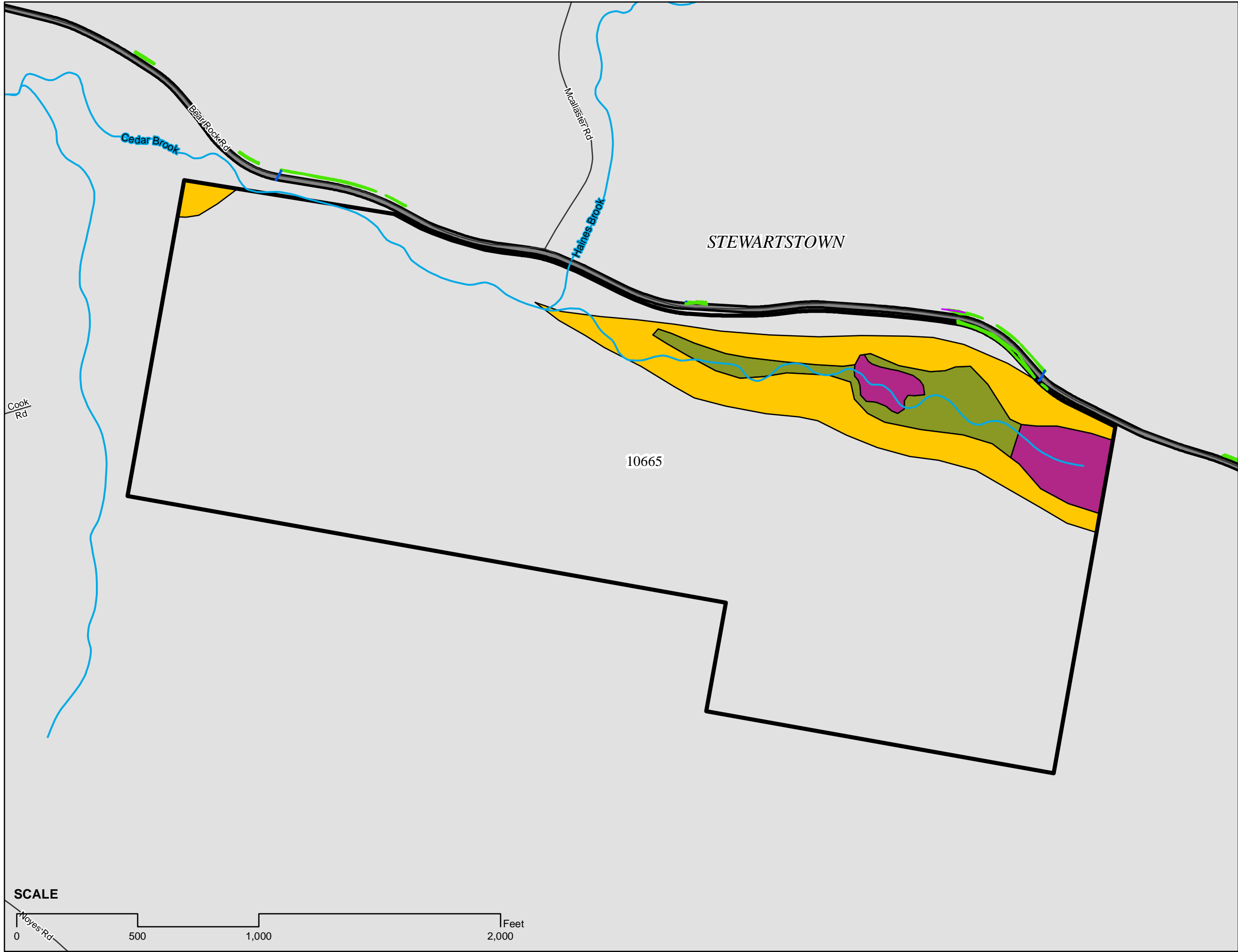
Data Provided By: GRANIT, NHF&G and NHD



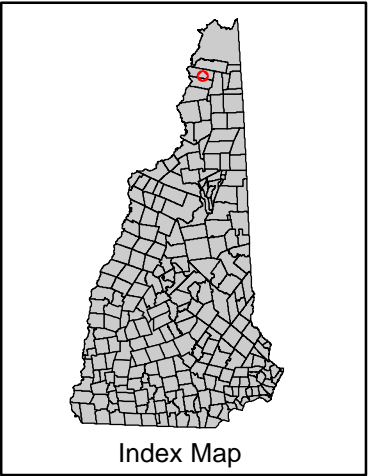
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Bedford, NH, USA  
03110



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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

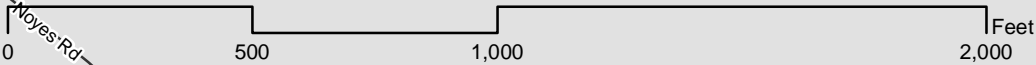
### Photointerpreted Wetland Cover Types

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

Data Provided By: GRANIT & NHD



## SCALE





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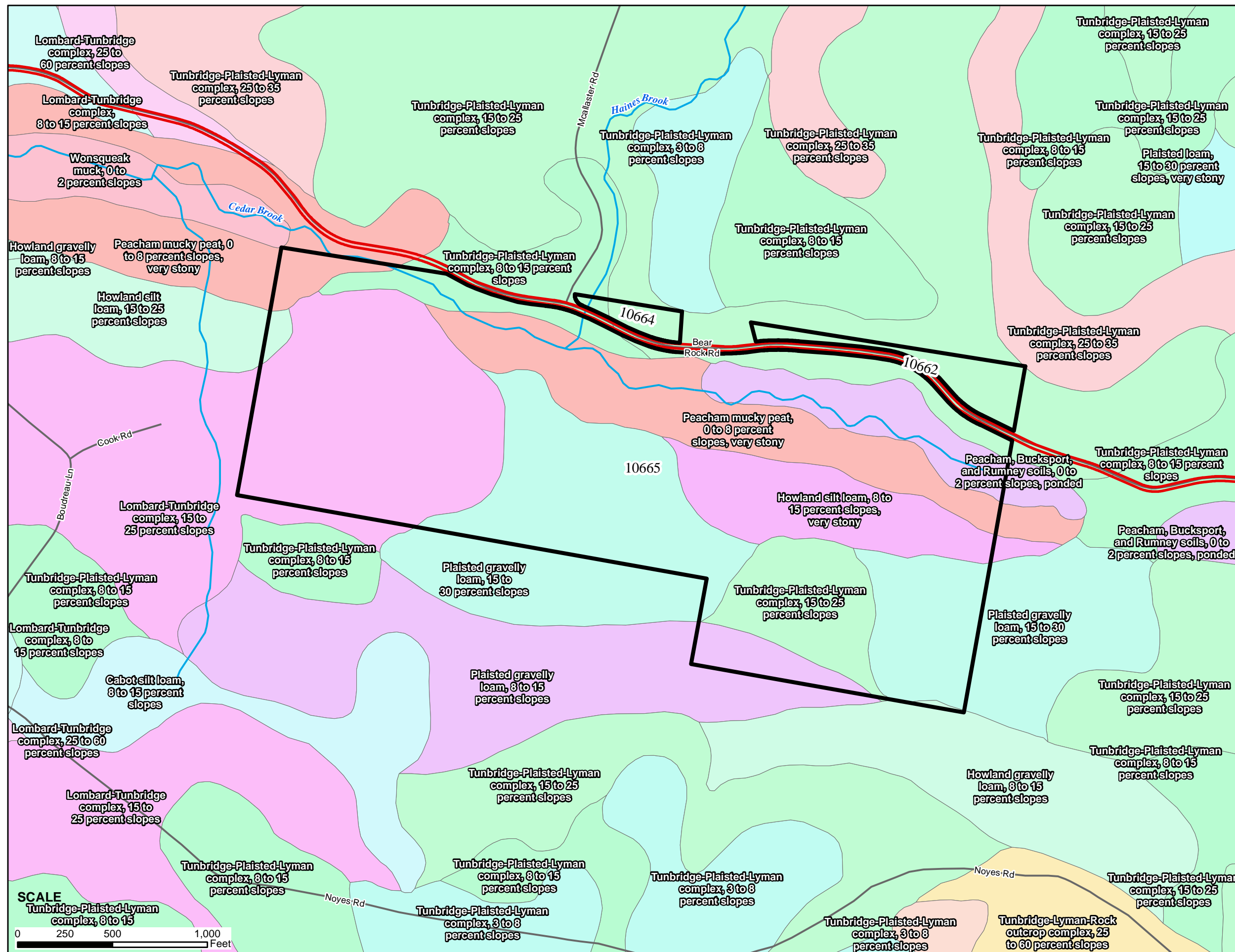


Index Map

 Mitigation Parcels  
 Proposed ROW/Site Facilities

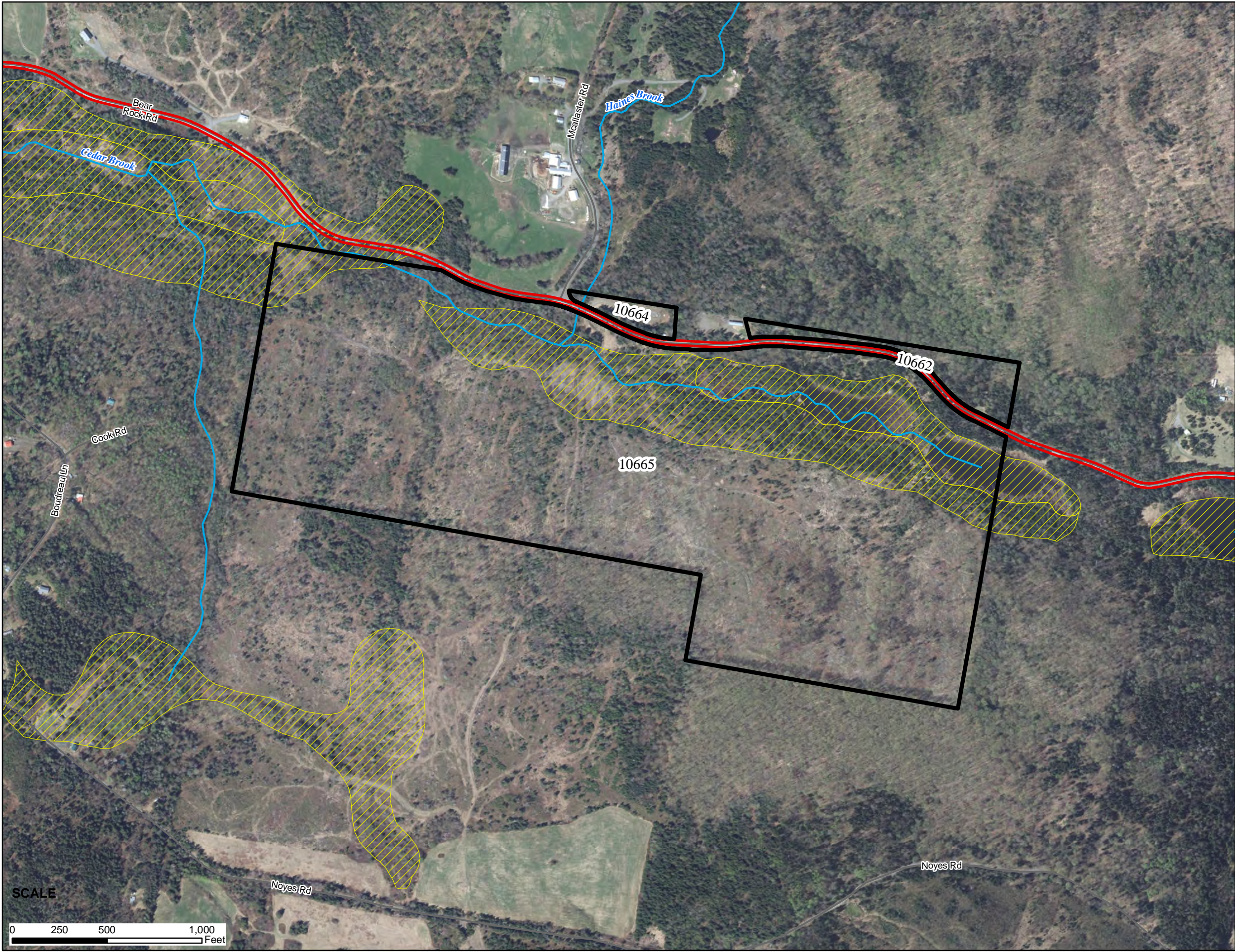


**NORMANDEAU  
ASSOCIATES**  
Environmental Consultants

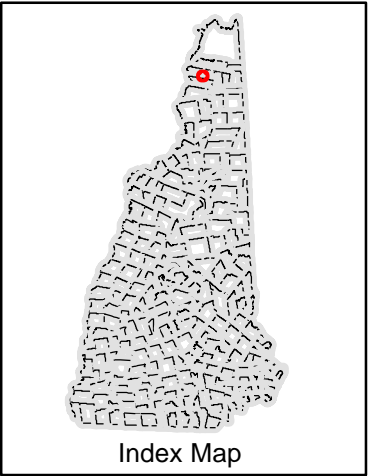


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Northern Pass Mitigation Analysis - Hydric Soils Map



Group: N

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

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

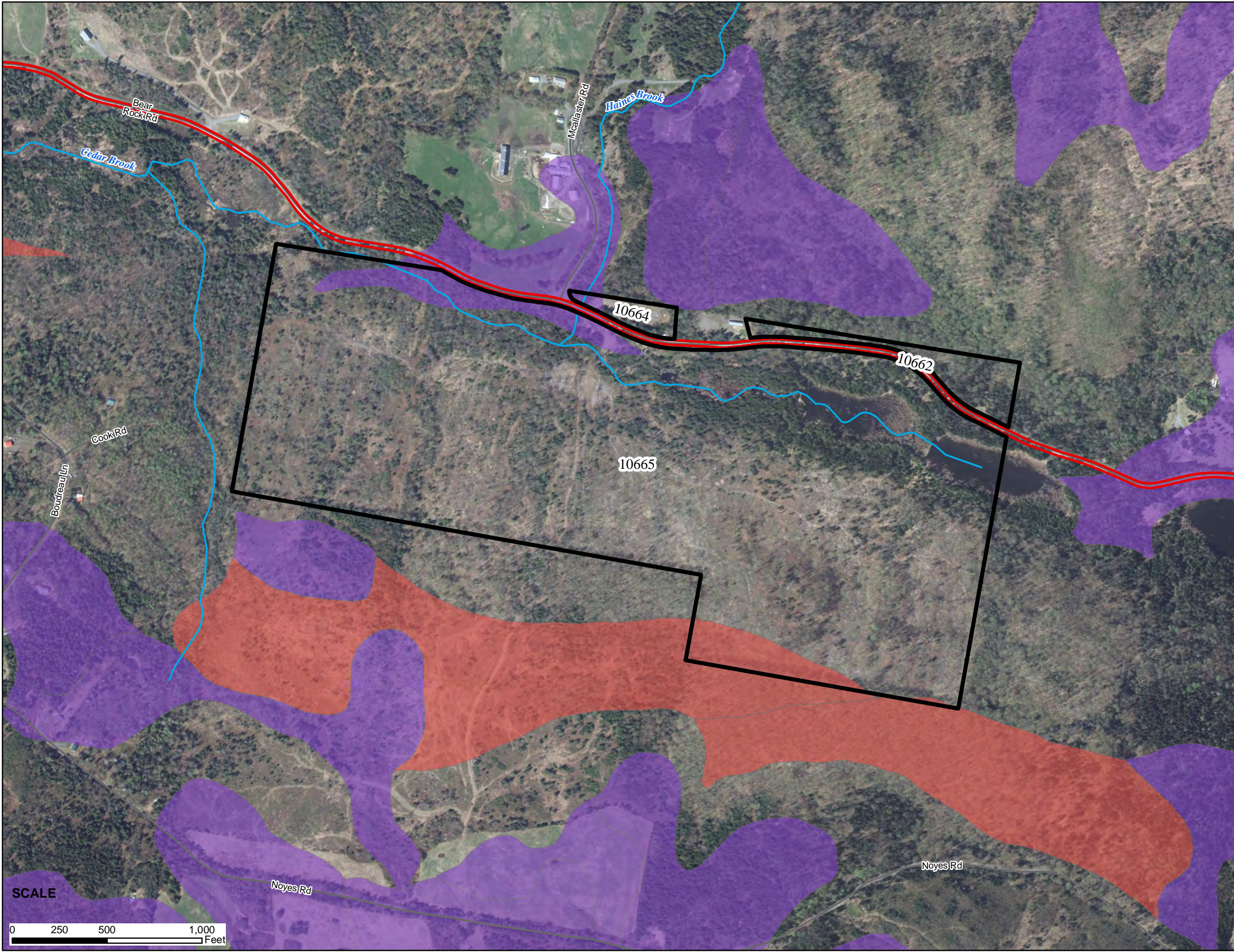
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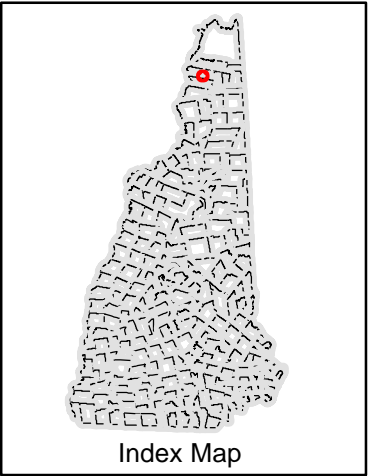
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Bedford, NH, USA  
03110







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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Bedford, NH, USA  
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.

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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)

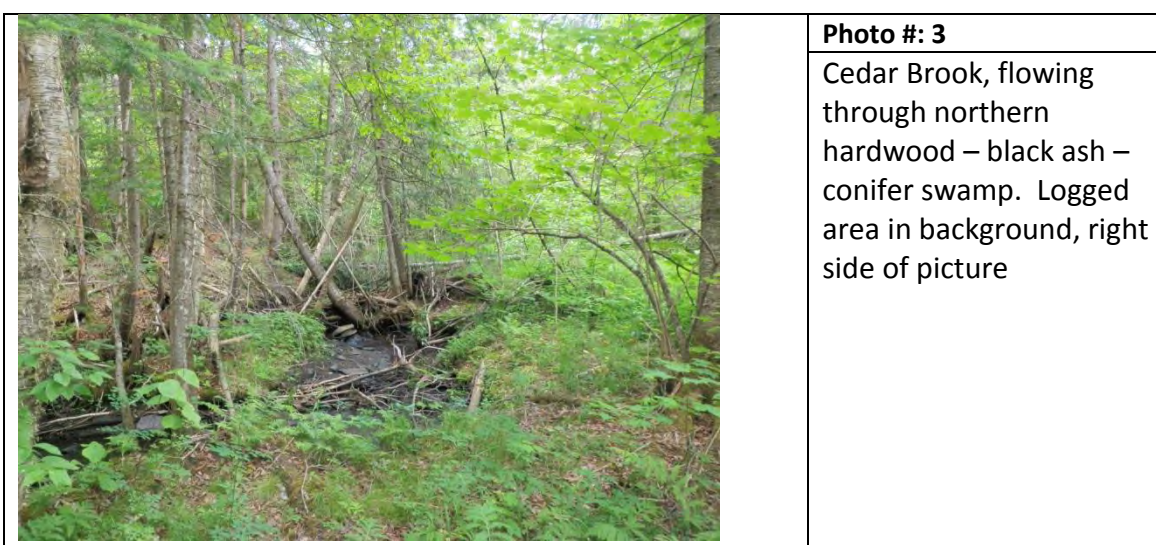
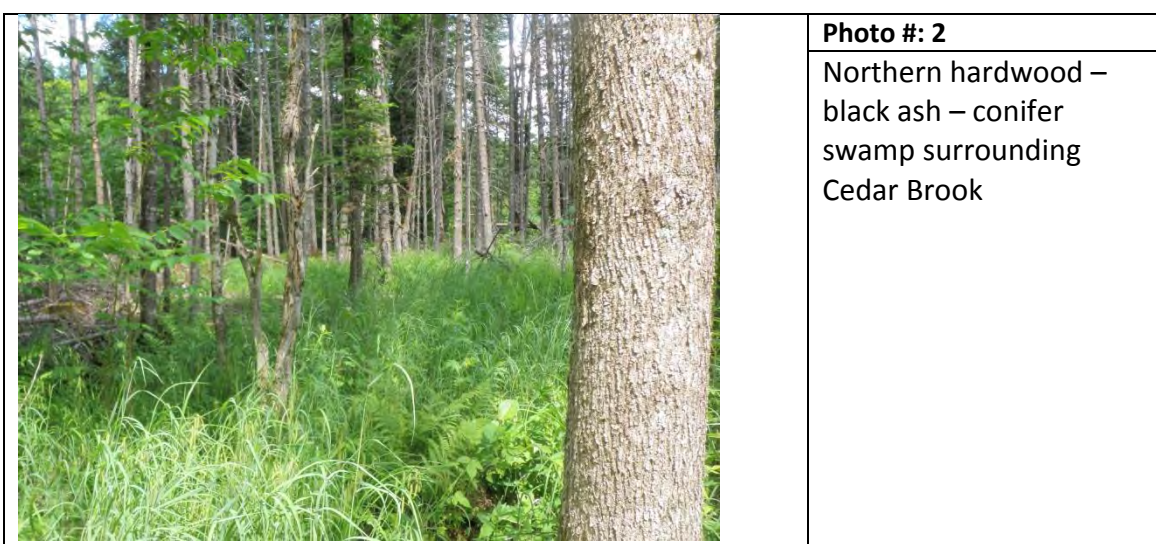
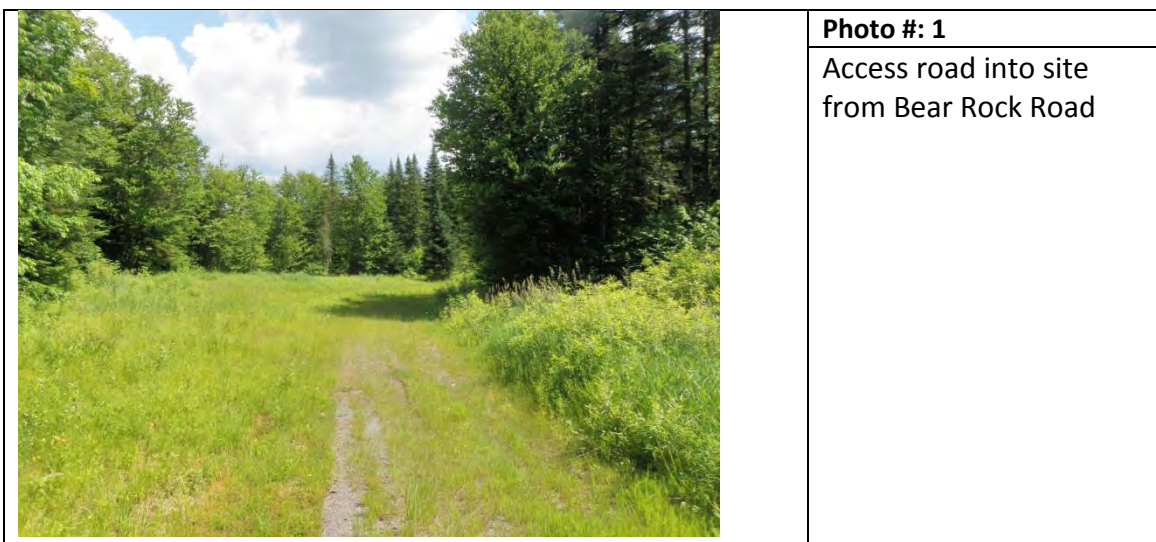
The extensive logging throughout this parcel has created a large area of regenerating old field, much of which also supports emergent wetland vegetation. The logging may have compacted

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**

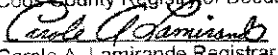
Beaver flowage including emergent wetland fringe and aquatic bed.

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

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

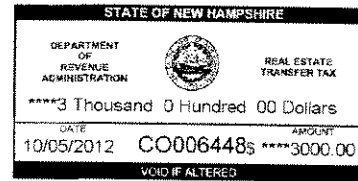


## **Property Deeds and Survey Plans**

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

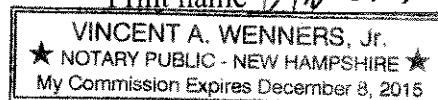
Monda Placey f/k/a Monda McIntyre  
Monda Placey f/k/a Monda McIntyre

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.

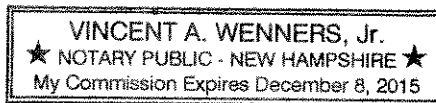
Suzanne Fournier  
Suzanne Fournier

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 _____

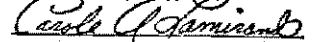
Print name VINCENT A. WANNERS, JR.



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.

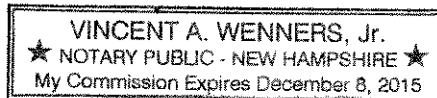
Vincent A. Weners  
Justice of the Peace / Notary Public  
My commission expires:  
Seal or Stamp:



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





# **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, emergent marsh, northern white cedar-balsam fir swamps, black ash-conifer 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 McAllister Farm~~ adjacent Fred Williams Place, both 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 and snowmobiling 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, snowmobiles 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 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. 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 Twenty-Five Thousand Two Hundred Twenty-One and 48/100 Dollars (\$25,221.48), 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.

**Mitigation Baseline Documentation Report**  
**Site Z1 - Karner Blue Butterfly Site**  
**Concord, 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

**December 2016**

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# **Conservation Easement Baseline Documentation Report**

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

## **Donor Information:**

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

Address: 780 Commercial St, Manchester, NH 03101

## **Property Location:**

Road: 60 Regional Drive

Town/County: Town of Concord, Merrimack County

**Donee Name/Address:** TBD – an appropriate natural resource agency or organization

**Land Types:** Total acreage: 6.91 ac. 50% Open habitat 50% Pitch pine woodland

## **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 Z1 – The Karner Blue Butterfly Site is located in the industrial park within the Concord pine barrens. Although the site is largely undeveloped, an abandoned reinforced concrete foundation, small patch of asphalt, and a gravel access road to the foundation are present. No other man-made structures are present. There is approximately 600 feet of frontage on Regional Drive. A 20' Wide water and sewer easement in favor of Concord Community Development Corporation runs along the western parcel boundary, and does not appear to have utilities buried in it (and is not likely to be utilized). A Phase I Site Assessment was completed, and no hazardous materials were identified. A very small amount of trash due to illegal dumping is present, including a sofa on the southern edge of the parcel, which has been removed. Additionally, the current owner appeared to be using the parcel to temporarily store several piles of landscaping material including topsoil, bark mulch, and small stone. These materials were all located along the access road, relatively close to the entrance on Regional Drive, and were removed prior to the closing on the property. Northern Pass has also committed to the removal of the foundation, as requested by NH Fish and Game, who will manage the site under an agreement with USFWS.

## **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.*

This parcel is well-drained upland habitat with sandy soils and patches of young Pine Barrens-type vegetation. The understory is dominated by sweet fern, little bluestem grass and blueberries while the overstory is dominated by pitch pine. Some poplar and black cherry trees are also present. The central portion of the site is generally open with small patches of trees and shrubs. The area around the abandoned foundation consists mostly of bare mineral soil (sand), but vegetation is growing within and around the edge of the foundation. The margins of the site in all directions are more densely forested with pitch pine, which buffers the interior from developed lots to the east and west, and from Regional Drive to the north. This parcel directly abuts the USFWS' Karner blue butterfly management easement to the south. The size, native vegetation, and location of the parcel adjacent to the USFWS' Karner blue butterfly (Kbb) easement area make it highly valuable for Kbb management. Although no wild lupine, the Kbb's sole larval host species, was observed, it could easily be introduced to the site. New Jersey tea, a favored nectaring plant for Kbb's, was relatively abundant in the northeastern portion of the parcel.

A site walk and meeting with Kbb experts at the US Fish and Wildlife Service and NH Fish and Game Department (NHF&G) confirmed that this well-suited for Kbb conservation efforts for several reasons. The existing early successional pine barrens cover is suited for management and enhancement, the parcel is quite flat, and upon removal of the foundation, will be easily navigated by management equipment. The location adjacent to the existing USFWS Kbb refuge will directly benefit the core population without adding substantial logistical complications. And the site is well-positioned to facilitate Kbb movement between the existing refuge and the additional Kbb management area just north of Regional Drive. Documentation from these agencies regarding the suitability of the site for Kbb habitat compensation and conservation is attached.

NHF&G has confirmed that the parcel will be managed in accordance with their current pine barrens management plan for the area (attached), after some initial site preparation work. The site preparation may include the establishment of wild lupine through a seed collection and propagation plan (potentially through the “Kids for Karners” program with financing assistance from Northern Pass); some tree/brush clearing in the more heavily vegetated areas; and other possible site preparation activities.

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

Feature	Measurement/Classification
Total Site Area	6.91 acres
Wetlands	none
Waterbody	none
Shoreline Length	none
Stream Length	none
Agricultural	none

*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 US Fish and Wildlife Service
_____	_____
	Baseline Document Preparer
_____	_____
Date	Date

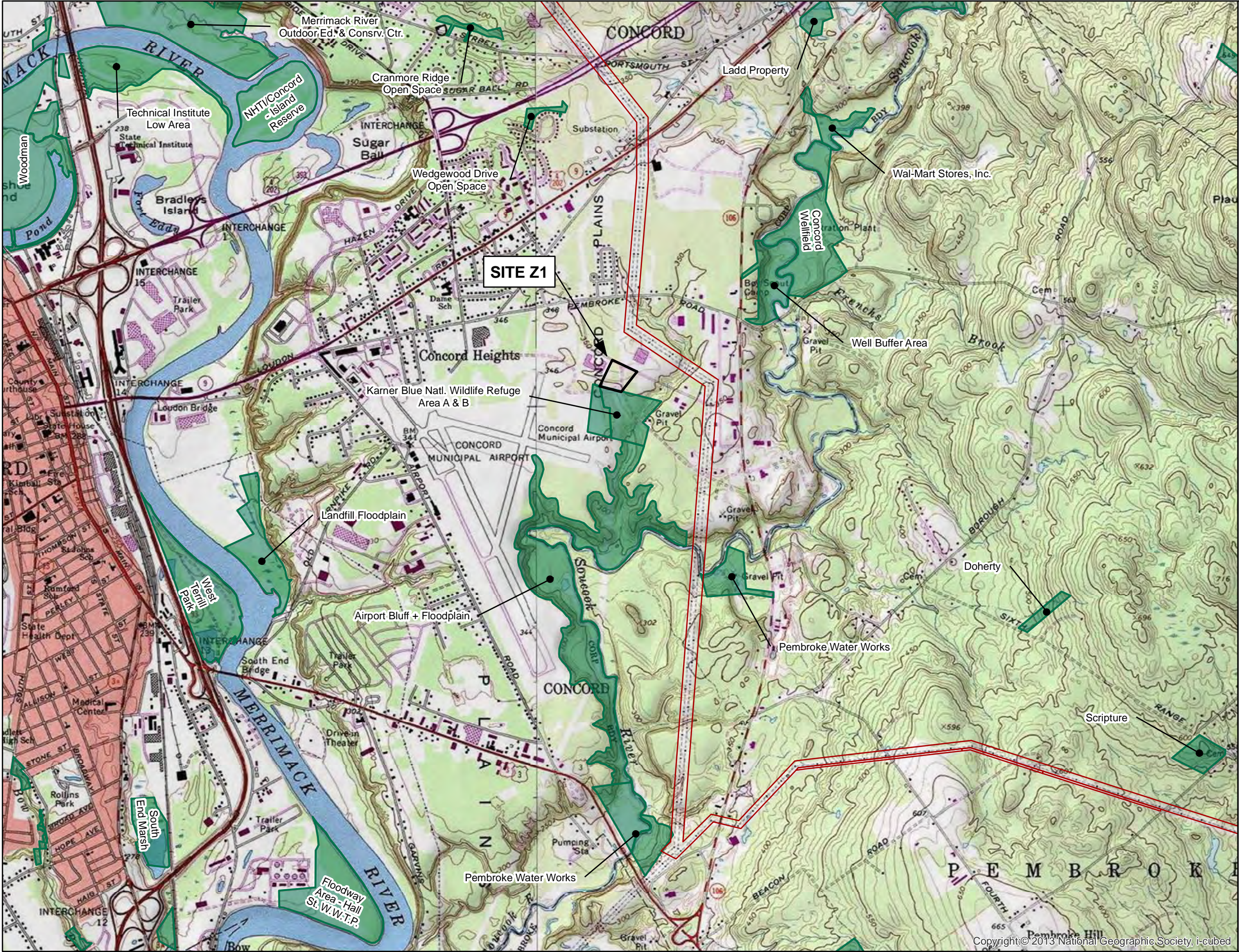
**Attachments: (not all conservation parcels have all attachments)**

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  
Agency Comments  
NH Fish and Game Pine Barrens Management Plan

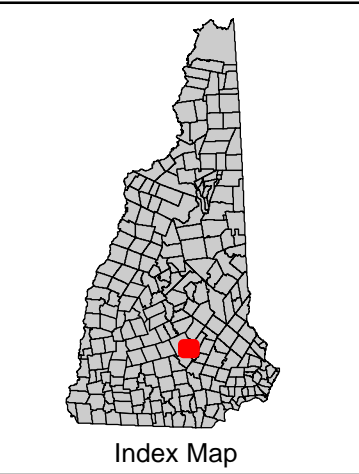
## USGS Location Map



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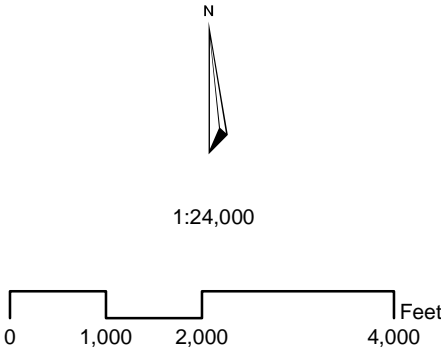


# Northern Pass Mitigation Analysis



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

Data Provided By: ESRI & USGS



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

**NORMANDEAU ASSOCIATES**  
Environmental Consultants



## Ground Photos

Site Z1 – Karner Blue Butterfly Site  
Ground Photos



Photo 1. July 14, 2016. Existing foundation on the Z1 Site that will be removed.



Photo 2. July 14, 2016. Sandy soil immediately around the foundation in the center of the site.



Photo 3. July 14, 2016. Open vegetation and patches of pitch pines and young hardwoods at the northern end of the site.



Photo 4. July 14, 2016. Stone landscaping materials temporarily stockpiled on the site, which will be removed.



Site Z1 – Karner Blue Butterfly Site  
Ground Photos



Photo 5. July 14, 2016. Loam and bark mulch temporarily stockpiled on the site, to be removed.



Photo 6. July 14, 2016. Clusters of young pitch pine surround the open foundation site.



Photo 7. July 14, 2016. Typical low shrub and tree interspersed on the site.



Photo 8. July 14, 2016. New Jersey tea, an important nectar source for adult Kbb, was present and flowering in several locations on the site.

Site Z1 – Karner Blue Butterfly Site  
Ground Photos



Photo 9. July 14, 2016. Another typical view with a young cherry tree and pitch pine, and patchy herbaceous cover.

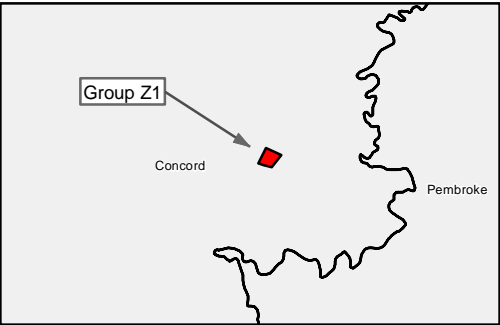
## Aerial Photo Property Map





# Northern Pass Mitigation Analysis

Mitigation Group: Z1



Group Z1 Site Summary	
Town:	Concord
County:	Merrimack
HUC 12 Watersheds:	010700060202 010700060302
Eco Region:	ME Coastal Plain
Total Site Acreage:	
6.9	

- Site Features**
- Proposed Transmission Structures
  - ROW Access Routes
  - NHD Streams
  - Delineated Streams
  - Proposed ROW
  - Group Z1 Parcels
  - Political Boundaries
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Calcium Rich Bedrock
  - Conservation Land

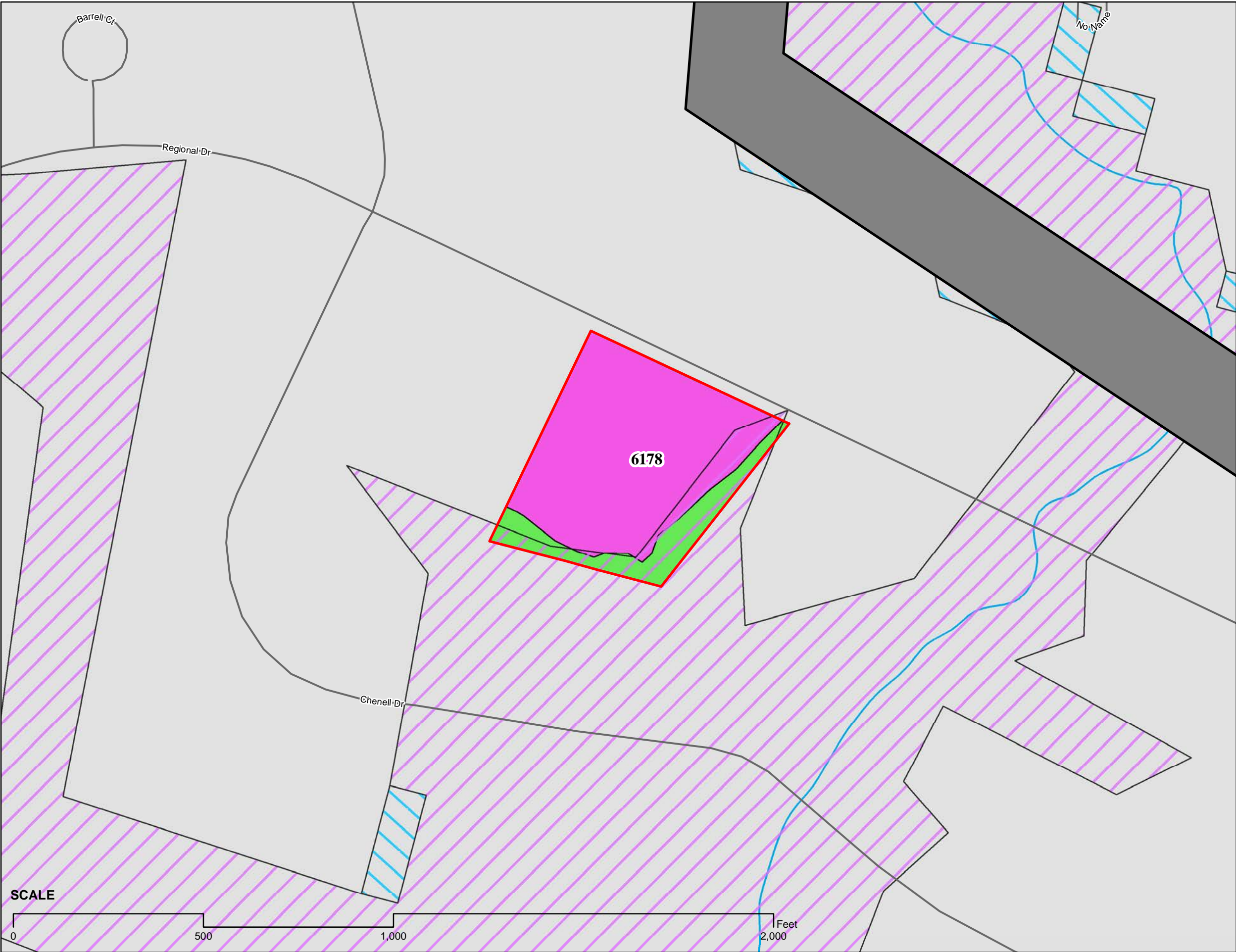
Data Provided By: GRANIT, NHDES, NHHB, NRCS, NHF&G, NHD and ESRI

0 125 250 500 Feet

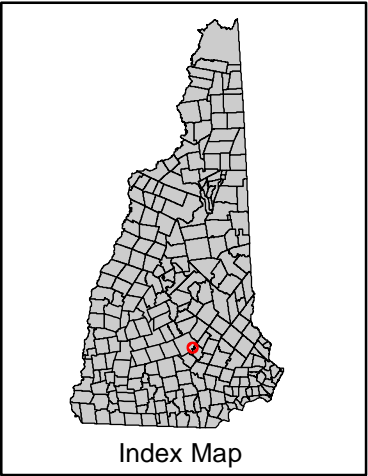


## Natural Resource Maps

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## Northern Pass Mitigation Analysis



### Group: Z1

#### Site Features (acres)

 Proposed ROW / Site Facilities

#### WAP Tiers (acres)

 1.6 Highest Ranked Habitat in NH

 Highest Ranked Habitat in the Biological Region

#### Photointerpreted Cover Types (acres)

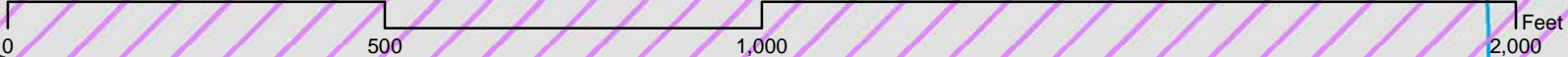
 5.7	Open Habitat		Mixed Hardwoods
	Clear Cut		Lowland Spruce Fir
	River	 1.2	Hardwood / Softwood
	Stream		Hemlock Hardwood Pine
	Pond		High Elevation 2500 +
	Residential		High Elevation Spruce Fir 2700 +
	Northern Hardwood Conifer		

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

Data Provided By: GRANIT, NHF&G and NHD



### SCALE

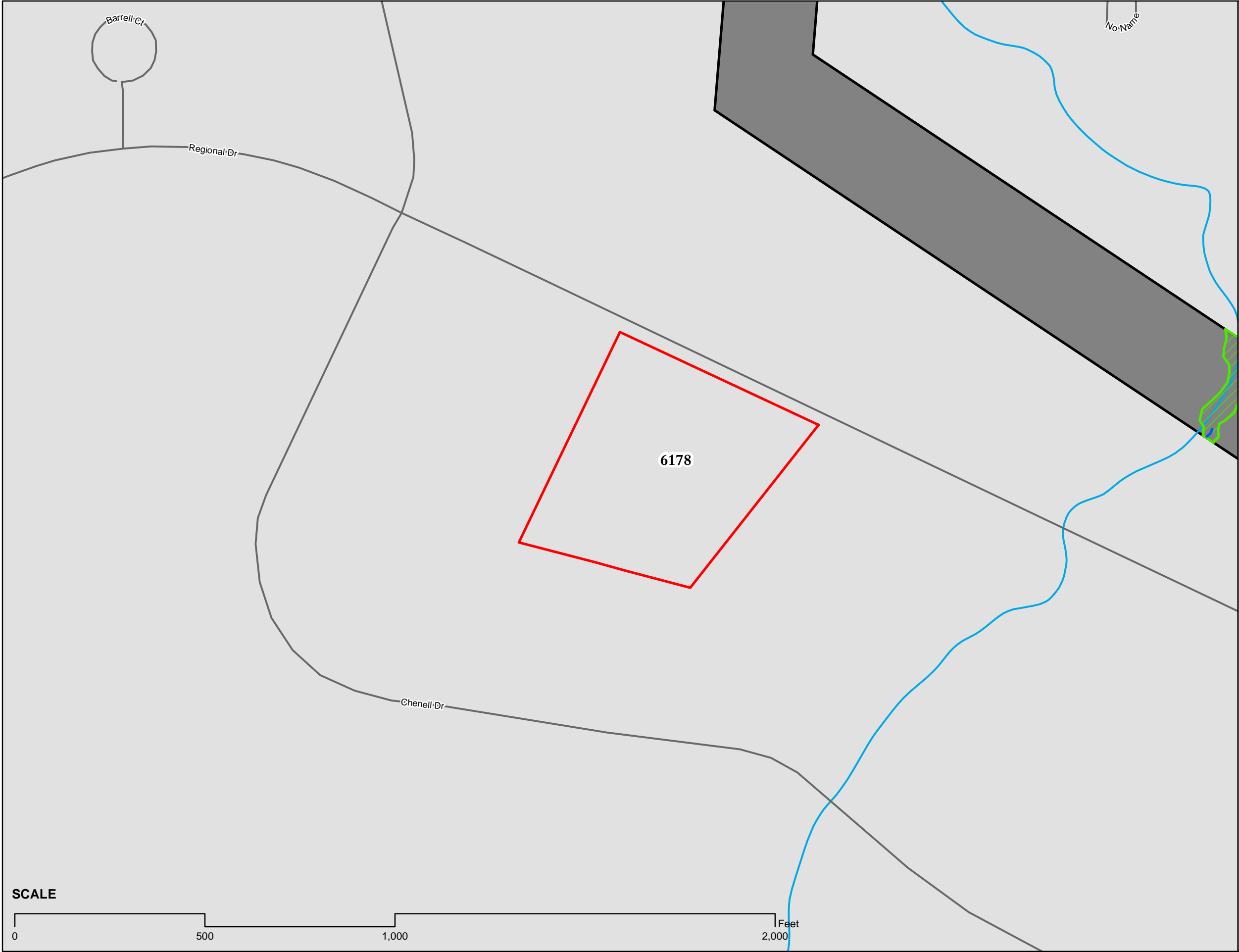


Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110

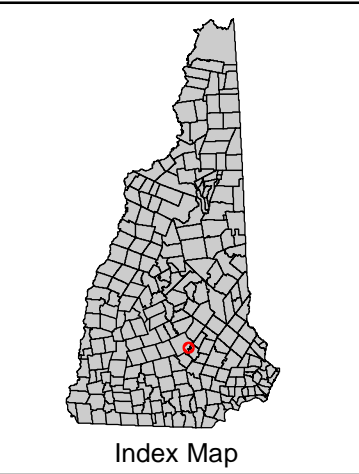




G:\Projects\GIS_P\Projects_2016\NorthernPassMitigation\MXD\REV3\Wetlands\NP_MitAnalysis_WetlandZ1_071816.mxd



Northern Pass Mitigation Analysis



Group: Z1

Site Features (acres)

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

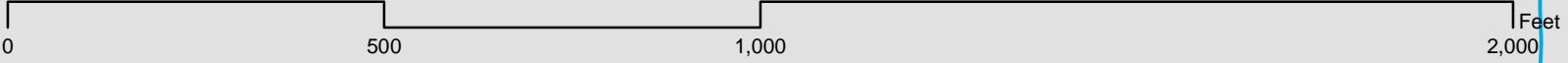
Photointerpreted Wetland Cover Types (acres)

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

Data Provided By: GRANIT & NHD



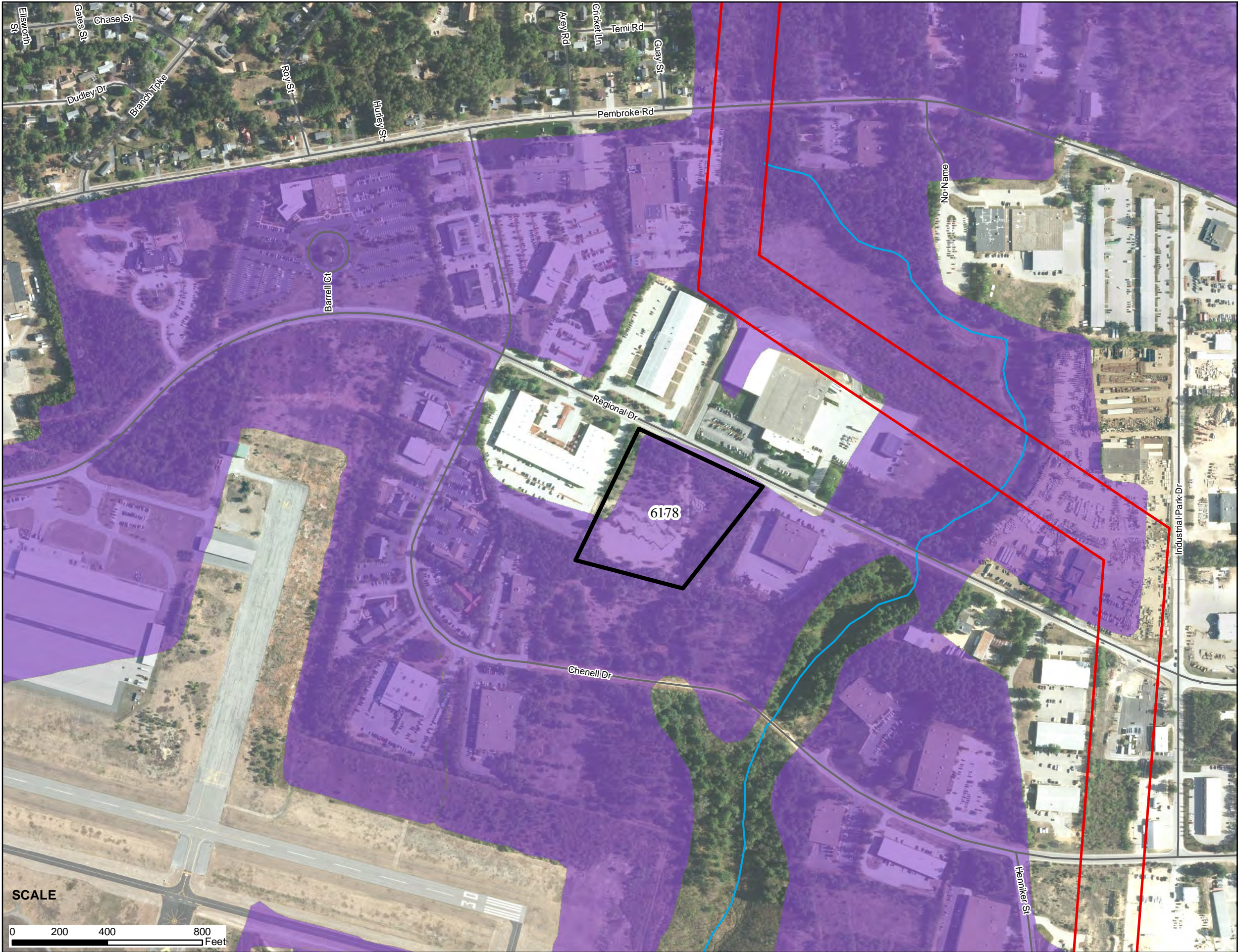
SCALE



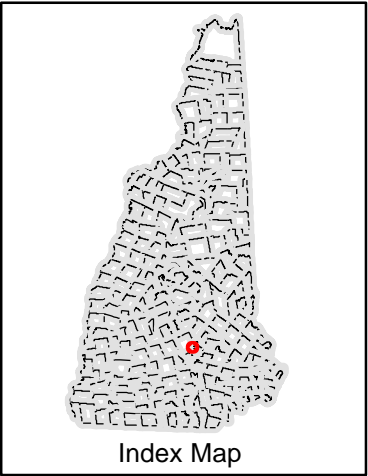
Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110







Northern Pass Mitigation  
Analysis - Agricultural Land Map



- Group: Z1
- Mitigation Parcels
  - Proposed ROW/Site Facilities
  - Farmland of local importance

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

Data Provided By: GRANIT and NHD



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





## Site Reconnaissance Notes



# Memorandum

**To:** Northern Pass Files  
**From:** Lee Carbonneau, Sarah Barnum  
**Date:** July 22, 2016  
**Re:** Karner Blue Butterfly (Kbb) Mitigation Site Visit

Lee Carbonneau and Sarah Barnum met Tony Tur (USFWS) and Heidi Holmann (NHF&G) at 60 Regional Drive in Concord, NH on July 22 at 8AM to look at the 6.9 acre parcel at 60 Regional Drive. Northern Pass has a purchase and sales agreement for this parcel. Heidi pointed out that the site boundary is immediately adjacent to a lupine patch on the USFWS preserve to the south, so Kbb movement onto this parcel will occur easily with the right plants. They believe the site could support hundreds of Kbb. There is already a little movement of Kbb across this parcel to the Praxair parcel that is managed for Kbb habitat, about 700 feet to the north (a few marked individuals are found there each year). The 60 Regional Drive parcel is perfectly positioned to both expand the suitable habitat for the central population and enhance Kbb dispersal to and from other suitable habitats. Tony said he considers this parcel sufficient to offset any and all NPT impacts to Kbb for Section 7 purposes; but would also like to include specific management commitments for Kbb in the ROW between Regional Drive and Pembroke Road in his Biological Opinion (DOE will need to include it in their Biological Assessment). This would allow Eversource to do ROW maintenance in that segment without further consultation with USFWS on Kbb protection, thereby satisfying Section 7 requirements for the future as well. Both Tony and Heidi agreed that the foundation should be removed to facilitate safe management activities on the site. They would also like to see the small patch of pavement removed. There appears to be almost no trash on the site, just one abandoned couch and a few beer cans, but a Phase I Site Assessment has not yet been conducted. We discussed future ownership of the site. Tony and Heidi both understand that Eversource is not interested in retaining ownership. The City of Concord currently owns the parcels to the south that are managed for Kbb. USFWS holds the easement, and NHF&G has a management agreement. Heidi will check with John Kanter about the possibility of the State taking title of this parcel, and if there is no interest, then Tony will discuss ownership internally with the appropriate folks at USFWS. He has discussed this informally already, and there is general interest in this parcel at USFWS. Management ideas mentioned briefly during the site walk include using a brontosaurus to cut some of the denser pitch pine areas, planting of additional



little bluestem grass in the open sand, planting or seeding of wild lupine in appropriate locations, and eventual thinning of some trees between this parcel and the one to the south to promote Kbb population expansion into the parcel.

## **Property Deeds and Survey Plans**



Return to: Erik R. Newman  
Gallagher, Callahan & Gartrell  
214 North Main Street  
Concord, NH 03301

Docket Number: 201600019830  
Recorded in Merrimack County, NH  
Kathi L. Guay, CPO, Register  
BK: 3535 PG: 515, 10/25/2016 11:22 AM  
LCHIP \$25.00 RECORDING \$18.00  
TRANSFER TAX \$6,000.00  
SURCHARGE \$2.00

MERRIMACK COUNTY RECORDS

*Kathi L. Guay*, CPO, Register

6,000.00 WARRANTY DEED

18.46  
2.00  
25.00  
KNOW ALL MEN BY THESE PRESENTS, that SENNEN/60 REGIONAL DRIVE, LLC, a New Hampshire limited liability corporation, with a mailing address of c/o Altid Enterprises, 285 Billerica Road, Suite 101, Chelmsford, MA 01824, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, having a mailing address of 780 North Commercial Street, Manchester, NH 03101, with **WARRANTY COVENANTS**, the following described premises:

A certain tract of land located on the southerly right-of-way line of Regional Drive, so-called, in Concord, County of Merrimack, State of New Hampshire, bounded and described as follows:

Commencing at a concrete bound located on the southerly right-of-way of Regional Drive and 609.73 feet from intersection of Chenell Drive, said bound marks the most northwest corner of said Lot herein described; thence S 48° 47' 05" E along said right-of-way of Regional Drive a distance of 1091.35 feet to a concrete bound; thence S 66° 01' 30" W a distance of 496.39 feet to a concrete bound; thence N 59° 17' 50" W a distance of 610.34 feet to a stone bound; thence N 59° 25' 45" W a distance of 287.92 feet to a concrete bound; thence N 41° 12' 55" E a distance of 615.12 feet to a point of beginning. Said Lot A-17 contains 11.87 Acres. See Plan filed November 4, 1981 at Merrimack County Registry of Deeds, Plan No. 6890.

Excluded, however, from said conveyance is the following premises conveyed to TBC Realty/Concord Three, a New Hampshire general partnership of RFD #3, Plymouth, Grafton County, New Hampshire by Deed from Raymond A. and Barbara F. Carye dated November 28, 1990 and recorded in the Merrimack County Registry of Deeds at Book 1850, Page 1872 and shown on a plan of land dated May 17, 1990 entitled "Subdivision plat prepared for Raymond and Barbara Carye", recorded in the Merrimack County Registry of Deeds on October 12, 1990 as Plan #11833:

Commencing at a concrete bound set on the southerly sideline of Regional Drive, said bound marking the most northeasterly corner of the herein described lot and the most northwesterly corner of the land now or formerly of Walter Booth Trust; thence S 65° 51' 05" W, a distance of 496.23 feet along land of said Walter Booth Trust to a concrete bound at land now or formerly of the City of Concord, said bound marking the most southeasterly corner of the herein described lot; thence N 59° 28' 45" W, a distance of 410.00 feet along land of said City to

a point at other land of Raymond and Barbara Carye, said point marking the most southwesterly corner of the therein described lot; thence N 52° 15' 25" E, a distance of 535.58 feet along said Carye land to a point on the southerly sideline of Regional Drive, said point marking the most northwesterly corner of the therein described lot; thence S 48° 57' 05" E, a distance of 507.16 feet along the southerly sideline of Regional Drive to the point of beginning. Containing approximately 216,216 square feet or 4.96 acres of land, more or less.

The premises conveyed by this Deed contain approximately 6.91 acres of land, more or less.

Said premises are conveyed subject to and with the benefit of all leases, whether or not of record, and subject to all easements, liens, restrictions, encumbrances, encroachments, and agreements of record, including without limitation, the following:

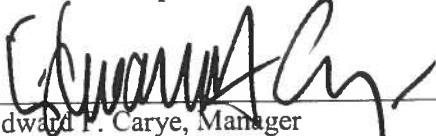
Deed from the City of Concord, New Hampshire to Concord Regional Development Corporation, dated May 26, 1955 and recorded in the Merrimack County Registry of Deeds, July 26, 1955 at Book 771, Page 336; and


Deed from the City of Concord, New Hampshire to Concord Regional Development Corporation, dated September 27, 1958 and recorded in the Merrimack County Registry of Deeds, April 14, 1958 at Book 822, Page 298.

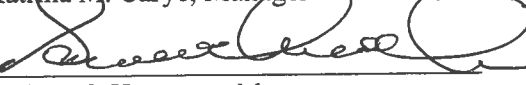
Meaning and intending to convey the same premises described in deed from Raymond A. Carye and Barbara F. Carye as Trustees of each of the Raymond A. Carye 1993 Revocable Trust and the Barbara F. Carye 1993 Revocable Trust to Sennen/60 Regional Drive, LLC dated October 26, 2000 and recorded on January 4, 2001 in said Registry in Book 2238, Page 1080.

EXECUTED this 24th day of October, 2016.

**SENNEN/60 REGIONAL DRIVE, LLC,**  
a New Hampshire limited liability company

By:   
Edward F. Carye, Manager

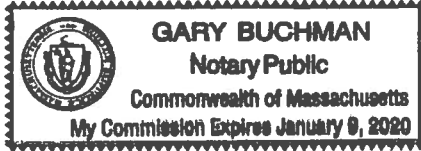
By:   
Katrina M. Carye, Manager

By:   
Barbara J. Hausman, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 19th day of October, 2016, before me, the undersigned notary public, personally appeared Edward F. Carye, Manager of Sennen/60 Regional Drive, LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntary for its stated purpose.

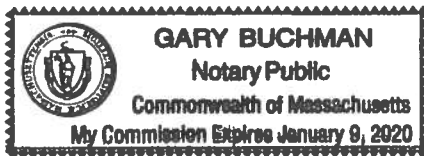


Gary Buchman  
Notary Public  
My commission expires: 1/9/2020

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of October, 2016, before me, the undersigned notary public, personally appeared Barbara J. Hausman, Manager of Sennen/60 Regional Drive, LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntary for its stated purpose.

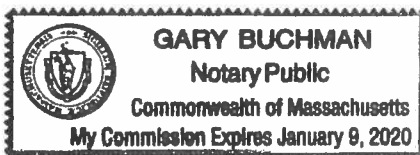


Gary Buchman  
Notary Public  
My commission expires: 1/9/2020

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of October, 2016, before me, the undersigned notary public, personally appeared Katrina M. Carye, Manager of Sennen/60 Regional Drive, LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntary for its stated purpose.

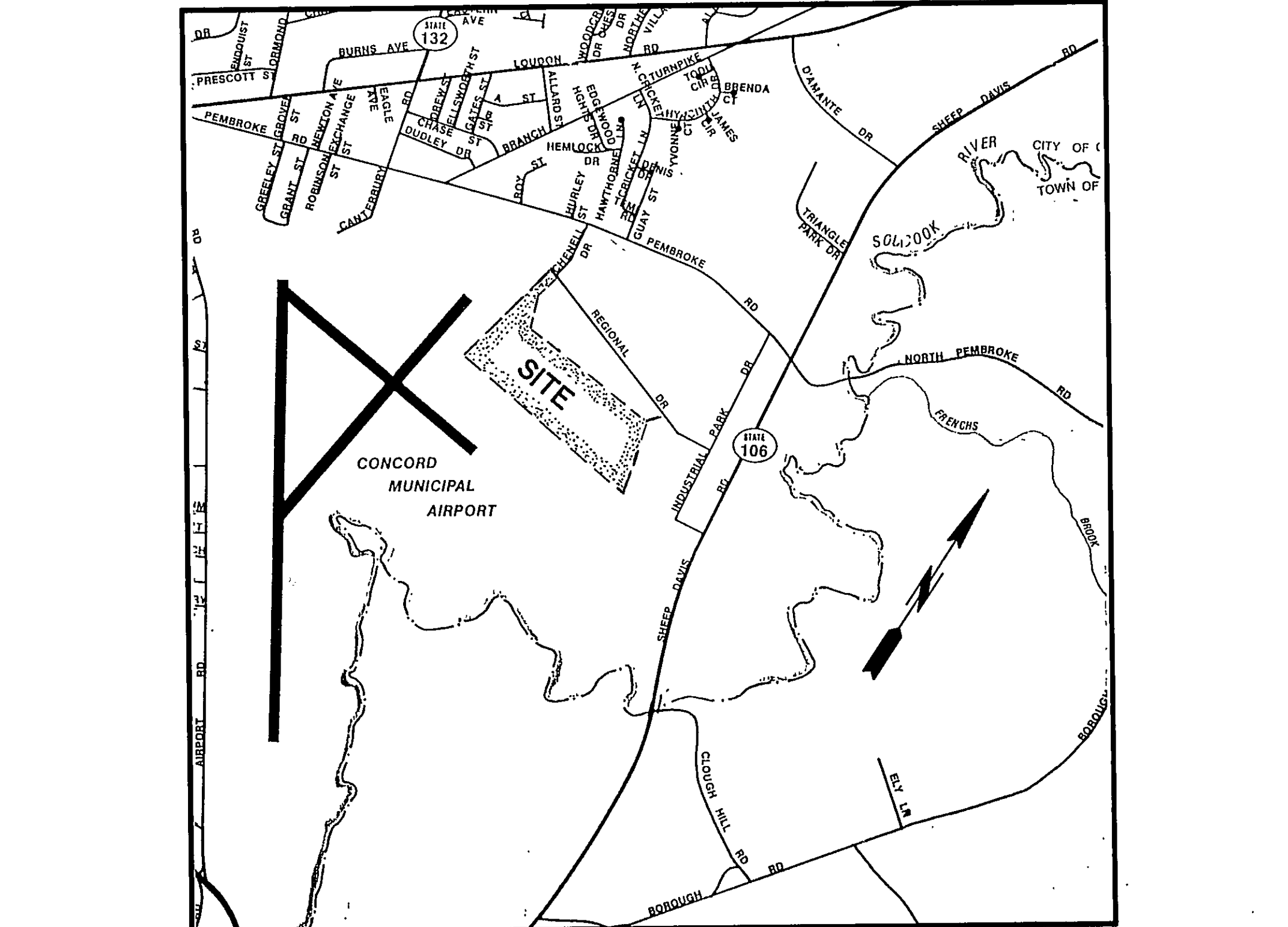
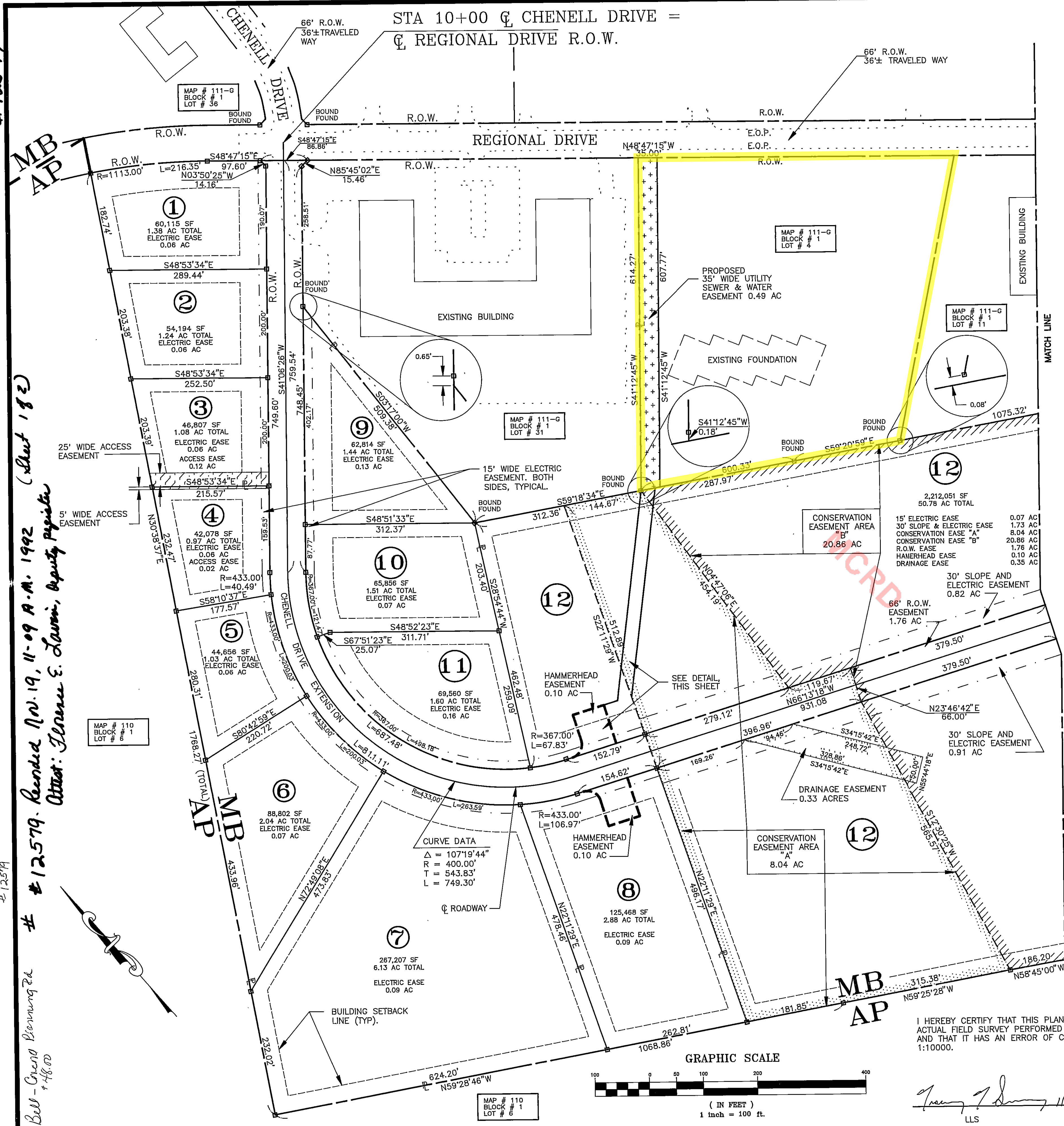


Gary Buchman  
Notary Public  
My commission expires: 1/9/2020



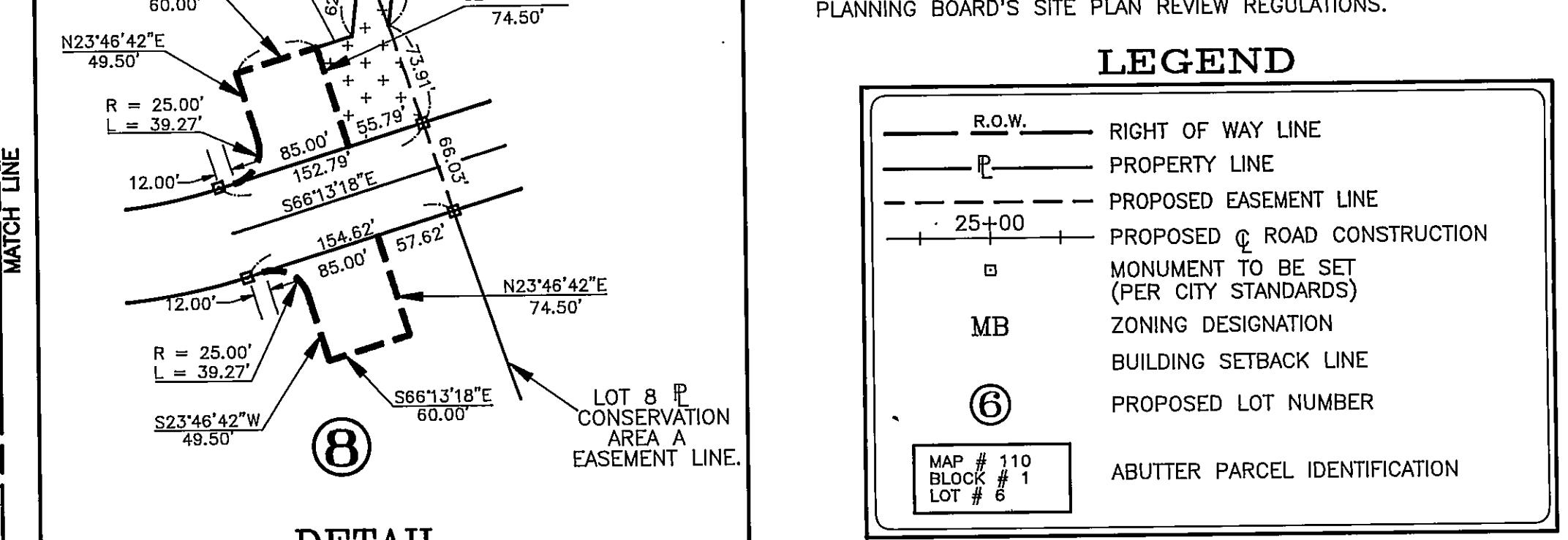
#12579

Bel-Concord Planning Co. #12579. Reopened Nov. 19, 11-09 A.M. 1992 (Sheet 1 of 2)  
Attest: Jennifer E. Lavin, Deputy Register



**LOCUS MAP**  
NOT TO SCALE  
**NOTES:**

- THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE 74± ACRES INTO 11 LOTS PLUS A REMAINDER.
- THE PROPOSED USE OF THE LOTS IS FOR INDUSTRIAL USE AS ALLOWED IN THE "MB" ZONE.
- THE AREA IS ZONED "MB".
- REFERENCE PLANS:  
"SUBDIVISION OF AIRPORT LAND FOR AIRPORT INDUSTRIAL PARK" PREPARED BY THE CITY OF CONCORD ENGINEERING DEPARTMENT, TO BE RECORDED AT THE MERRIMACK COUNTY REGISTRY OF DEEDS.  
"SUBDIVISION PLAN OF LAND CONCORD AIRPORT INDUSTRIAL PARK" PREPARED BY RICHARD D. BARTLETT, LLS AND RECORDED AS PLAN NUMBERS 6072 AND 6890 AT THE M.C.R.D..  
"CONCORD REGIONAL DEVELOPMENT CORP. SHEEP DAVIS ROAD INDUSTRIAL PARK LOT J AND LOTS R & S" PREPARED BY ROBERT A. FOSTER, LLS AND RECORDED AS PLAN NUMBER 4152 AND NUMBER 4054 AT THE MERRIMACK COUNTY REGISTRY OF DEEDS.
- CONSERVATION EASEMENT AREAS 'A' AND 'B' ON LOT 12 ARE SUBJECT TO THE TERMS AND CONDITIONS AS OUTLINED IN A CONSERVATION EASEMENT RESERVATION, RECORDED AT THE M.C.R.D. ON JULY 9, 1992, WHICH IS MADE A PART OF THIS SUBDIVISION PLAN.
- LOTS IN THE SUBDIVISION WILL BE MADE SUBJECT TO THE PROVISIONS OF SITE PLAN REVIEW AS PROVIDED IN THE PLANNING BOARD'S SITE PLAN REVIEW REGULATIONS.



**LEGEND**

- R.O.W. RIGHT OF WAY LINE
- P. PROPERTY LINE
- 25+00 PROPOSED EASEMENT LINE
- 25+00 PROPOSED @ ROAD CONSTRUCTION
- MONUMENT TO BE SET (PER CITY STANDARDS)
- MB ZONING DESIGNATION
- BUILDING SETBACK LINE
- PROPOSED LOT NUMBER
- ABUTTER PARCEL IDENTIFICATION

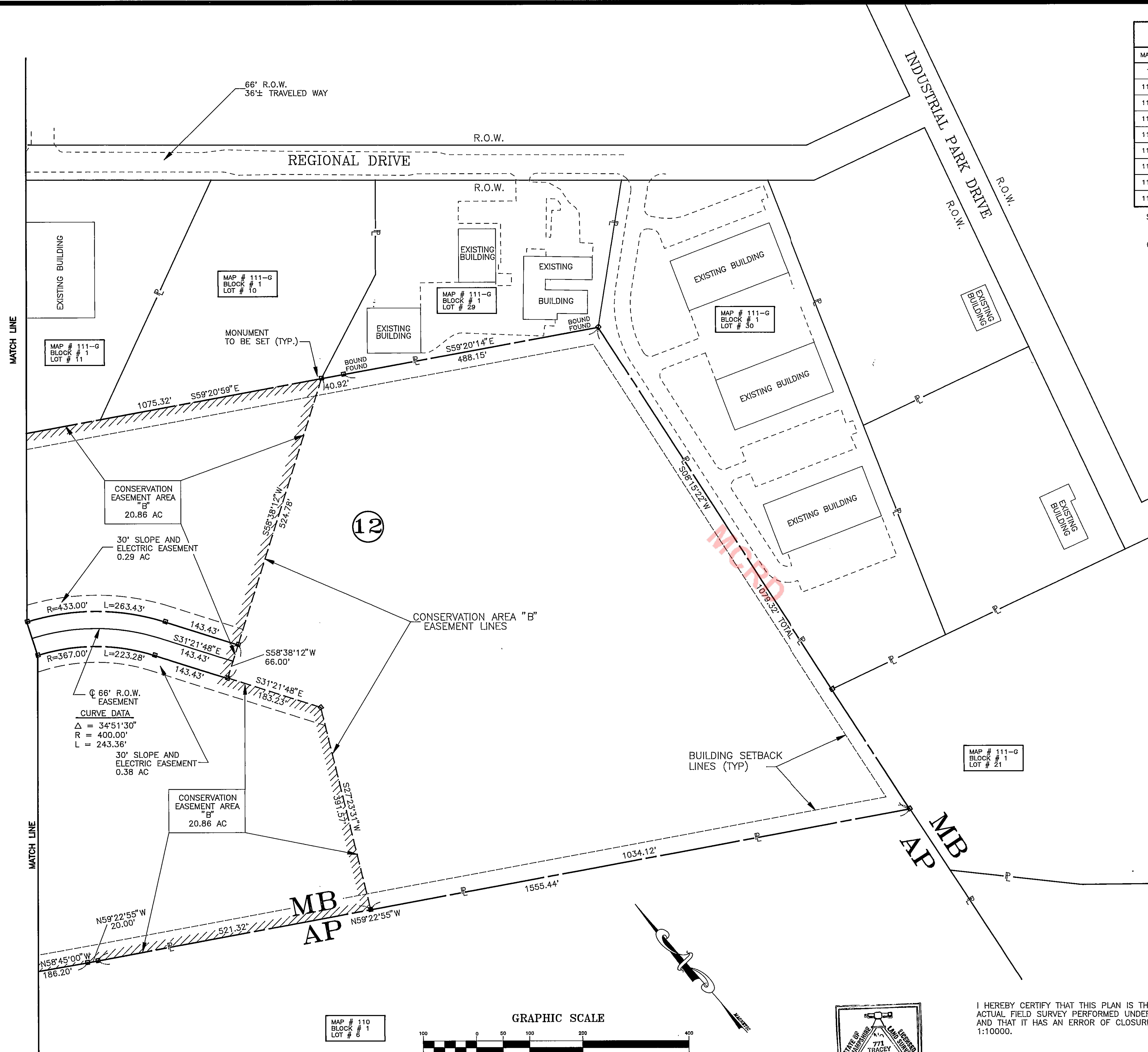
**APPROVED**  
UNDER THE PROVISIONS OF R.S.A. 674:35 R.S.A. 674:36  
CITY PLANNING BOARD  
CITY OF CONCORD, NEW HAMPSHIRE  
IN ACCORDANCE WITH THE VOTE OF THE BOARD DATED:  
JULY 8, 1992  
APPROVAL OF THIS PLAN IS LIMITED TO THE LOTS AS SHOWN.  
Randall Raymond Clerk  
Chairman

DRAWN: JHK/HAS	CHECKED: L.P.C.	PROJECT: 91.092A	FILE NO: 092ESUB1	DATE: 6/30/92	SCALE: 1"=100'
CIVIL, STRUCTURAL AND TRAFFIC ENGINEERS					
CARON ENGINEERING INC.					
SUBDIVISION PLAT AIRPORT INDUSTRIAL PARK CONCORD COMMUNITY DEVELOPMENT CORP. CONCORD, NEW HAMPSHIRE					
SHEET 1 OF 2					



#12579

# 12579 - Recorded Nov. 19, 11-09 A.M. 1992  
Attest: Florence E. Savin, Deputy Registrar



## ABUTTERS LIST

MAP NO.	BLOCK NO.	LOT NO.	NAME	ADDRESS
110	1	6	CITY OF CONCORD (MUNICIPAL AIRPORT)	41 GREEN STREET CONCORD, NH 03301
111-G	1	21	FERNIS OIL CO., INC.	202 NO. STATE STREET CONCORD, NH 03301
111-G	1	30	GERALD P. MCCARTHY, TRUSTEE-COURSER REALTY TRUST	P.O. BOX 423 W. DENNIS, MA 02670
111-G	1	29	WALTER H. BOOTH, CLAUSE 4 TRUST C/O T.S.I.	P.O. BOX 1077 CONCORD, NH 03301
111-G	1	10	WALTER H. BOOTH, CLAUSE 4 TRUST C/O T.S.I.	P.O. BOX 1077 CONCORD, NH 03301
111-G	1	4	RAYMOND A. CARYE & BARBARA F. CARYE	P.O. BOX 207 CAMBRIDGE, MA 02141
111-G	1	31	RAYMOND A. CARYE & BARBARA F. CARYE	P.O. BOX 207 CAMBRIDGE, MA 02141
111-G	1	11	NEW ENGLAND TELEPHONE & TELEGRAPH CORP.	185 FRANKLIN STREET BOSTON, MA 02134
111-G	1	36	HODGES DEVELOPMENT CORP.	201 LUDLOW ROAD CONCORD, NH 03301

SUBDIVIDER: CONCORD COMMUNITY DEVELOPMENT CORP.  
72 NORTH MAIN STREET  
CONCORD, NH 03301  
CURRENT OWNER: CITY OF CONCORD  
41 GREEN STREET  
CONCORD, NH 03301

## ZONING DATA TABLE

ZONE:	INDUSTRIAL - MB
MINIMUM LOT SIZE:	40,000 SF (0.918 ACRES)
MINIMUM FRONTAGE:	200 FEET
FRONT YARD SETBACK:	50 FEET
REAR YARD SETBACK:	30 FEET
SIDE YARD SETBACK:	25 FEET
MAXIMUM BUILDING HEIGHT:	55 FEET
MAXIMUM LOT COVERAGES:	
BUILDING (%):	N/A
BUILDING + PARKING (%):	90%

## LOT DATA SUMMARY

LOT NUMBER	FRONTAGE	TOTAL LOT AREA	
	FEET	SQUARE FEET	ACRES
1	204.23	60,115	1.38
2	200.00	54,194	1.24
3	200.00	46,807	1.08
4	200.02	42,078	0.97
5	200.03	44,656	1.03
6	200.03	88,802	2.04
7	263.59	267,207	6.13
8	261.59	125,468	2.88
9	402.17	62,814	1.44
10	209.24	65,856	1.51
11	498.18	69,560	1.60
12	220.62	2,212,051	50.78
R.O.W.	-	109,837	2.52
SUB-TOTAL	-	3,249,445	74.60

## APPROVED

UNDER THE PROVISIONS OF R.S.A. 674:35 R.S.A. 674:36

CITY PLANNING BOARD

CITY OF CONCORD, NEW HAMPSHIRE

IN ACCORDANCE WITH THE VOTE OF THE BOARD DATED:

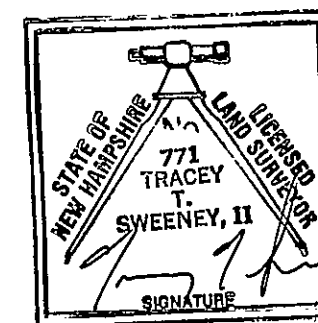
JULY 8, 1992

APPROVAL OF THIS PLAN IS LIMITED TO THE LOTS AS SHOWN.

*Paula J. Raymond*  
CLERK

*James J. Sweeney*  
CHAIRMAN

I HEREBY CERTIFY THAT THIS PLAN IS THE RESULTS OF AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND THAT IT HAS AN ERROR OF CLOSURE NOT LESS THAN 1:10000.



*James J. Sweeney, II*  
LLS

7/27/92  
DATE

CIVIL,  
STRUCTURAL  
AND TRAFFIC  
ENGINEERS

**CARON ENGINEERING INC.**

150 Bemis Road, Manchester, NH 03102, Tel. (603) 625-1122/FAX (603) 625-4430  
Junction Marketplace, Route 5, White River Junction, VT 05001, Tel. (802) 298-9910

SUBDIVISION PLAT  
AIRPORT INDUSTRIAL PARK  
CONCORD COMMUNITY DEVELOPMENT CORP.  
CONCORD, NEW HAMPSHIRE

SHEET 2 OF 2

## **Conservation Easement Deed**



## Agency Comments



Glenn Normandeau  
Executive Director

## New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500  
Headquarters: (603) 271-3421  
Web site: [www.WildNH.com](http://www.WildNH.com)

TDD Access: Relay NH 1-800-735-2964  
FAX (603) 271-1438  
E-mail: [info@wildlife.nh.gov](mailto:info@wildlife.nh.gov)

September 8, 2016

Lee Carbonneau  
Normandeau Associates, Inc.  
25 Nashua Road  
Bedford, New Hampshire 03110

Dear Ms. Carbonneau:

I am writing in response to your request for NH Fish and Game's evaluation of a 6.9 acre parcel of land in Concord, NH that Northern Pass is considering purchasing to offset potential impacts to Karner blue butterflies. Please note that NH Fish and Game is currently reviewing the proposed Northern Pass project as part of the Site Evaluation Committee process in New Hampshire and that this evaluation does not represent approval of that project. We offer this evaluation of the habitat value of a specific parcel at your request, separate and distinct from our review at the Site Evaluation Committee.

The parcel, which is adjacent to the U.S. Fish and Wildlife Service conservation easement on Chenell Drive, was visited by the Department's nongame and endangered species biologists on July 22, 2016. During their review of the site they identified pine barrens vegetation important to Karner blue butterflies. Moreover, they noted that the bare ground and sandy soils found on the parcel would be conducive to the planting of wild lupine, which is the sole host plant for the butterfly in its larval stage.

One of the parcels most important values is its close proximity to the USFWS Conservation Area, which currently supports Karner blue butterflies. If purchased, the parcel could be restored to prime pine barrens habitat by seeding and planting wild lupine and other native vegetation and by removing the building foundation currently sited on it. Once the habitat is established it would likely be colonized by butterflies from the adjacent conservation area. This additional 6.9 acres would provide a net gain in available habitat that would offset the anticipated construction impacts described in the Normandeau Associates *Northern Pass Construction Methods and Timing in Known Karner Blue Butterfly Habitat* dated April 15, 2015 (attached).

Normandeau Associates, Inc.  
September 8, 2016  
Page 2

Please note that this letter specifically addresses NH Fish and Game's assessment of the value of this parcel for Karner blue butterfly habitat and does not represent the input of the US Fish and Wildlife Service – the federal agency responsible for the protection of this species. This letter also does not represent approval of the project by Fish and Game, or any agency, on the state's Site Evaluation Committee. If Northern Pass receives state and federal approvals, it is anticipated that there will be additional discussion for Karner blue butterfly avoidance and minimization measures as the construction details are finalized.

Sincerely;

A handwritten signature in black ink, appearing to read 'G. Normandeau', with a long horizontal flourish extending to the right.

Glenn Normandeau  
Executive Director

Attachments

Cc: John Kanter, NHF&G  
Carol Henderson, NHF&G  
Heidi Holman, NHF&G





## MEMORANDUM

To: Tony Tur USFWS, Heidi Holman NHFG  
From: Sarah Barnum, Normandeau Associates  
Date: April 15, 2015  
Re: Northern Pass Construction Methods and Timing in Known Karner Blue Butterfly Habitat

As requested in a March 31, 2015 e-mail from Tony Tur, this memo provides additional details on the construction timing and methods that will be used for the Northern Pass project in habitat known to be occupied by Kbbs, in the vicinity of Pembroke Road in Concord. The attached map shows the location of wild lupine patches, based on the survey conducted by Normandeau botanists for Northern Pass in 2013, and the locations of the construction pads required for the proposed power line structures to be built. Note that Normandeau biologists also observed common night hawks (State Endangered) and eastern whip-poor-wills (Species of Special Concern) in this portion of the ROW. Strategies that minimize impacts to nesting night hawks and whip-poor-wills as well as Kbbs will be incorporated to impact avoidance planning in this location.

### **Construction and impact avoidance and minimization measures are as follows:**

**Time of year** – The location of wild lupine in the Concord/Pembroke area coincides with project work near the Concord Airport. This area of the project must be constructed in compliance with FAA approvals. Due to time constraints of those approvals, this area will be the first to be constructed after final project approvals are issued, in order to meet the requirements of the FAA approval. The timing of the construction season in this location will be dependent upon the date of receipt of final project approvals.

**Equipment to be used** – For clearing and constructing overhead transmission lines, low impact ground pressure equipment and timber mats will be used in accordance with established best management practices.

**Sequence of Work** - The typical sequence of work starts with clearing activities, followed by site prep, including constructing temporary access roads. Then structure foundations are installed, followed by structure erection. In some cases structures can be direct embedded. This is followed by wire stringing and finally site restoration

**Avoidance measures** – Project plans will identify locations where contractors will be required to adjust construction schedules or employ special techniques to protect rare, threatened or endangered species, including wild lupine. A project Environmental Monitor will be present for all construction activities where rare and unique species and communities are known to be present. The Environmental Monitor will be responsible for ensuring that prescribed protection measures are appropriately used during construction.




Contractors will be required to install protective fencing along access paths and work areas to avoid impacts beyond the minimum required construction pad area. These measures will be inspected by the project's Environmental Monitors prior to construction activities, and daily thereafter during active construction.

Protective measures to reduce ground disturbance will be employed in the vicinity of all threatened and endangered plants, including wild lupine. To the extent possible, existing access roads will be utilized. Other measures may include use of low impact ground pressure equipment and timber mats in addition to protective fencing.

Clearing prior to construction will eliminate habitat value for nesting whip-poor-wills, so the potential to impact nests of these species is low regardless of the time of year construction occurs. Night hawks however, prefer to nest on open ground. If construction occurs during their nesting season, the environmental monitor will sweep the area daily prior to construction activities beginning to ensure no nests are present.


**Restoration** – All locations with rare, threatened and endangered plant species, unique natural plant communities and habitats of rare, threatened and endangered wildlife species will be restored following project-specific protocols for sensitive area restoration. These restoration details are being developed through consultation with state and federal resource agencies. For wild lupine areas, these measures will also be discussed with the NH Natural Heritage Bureau.












**THE NORTHERN PASS**

# The Northern Pass Transmission Line Project



200 Feet  
1 inch = 200 feet

## Legend

	Proposed Permanent Project Activity (Structure Location)
	Proposed Temporary Project Activity (Temporary Construction Work Area)
	Impact to RTE Polygon
	Vegetation Clearing Areas
	Wild Lupine ( <i>Lupinus perennis</i> ) Observed May 2011
	Delineated Wetlands
	Existing Right of Way



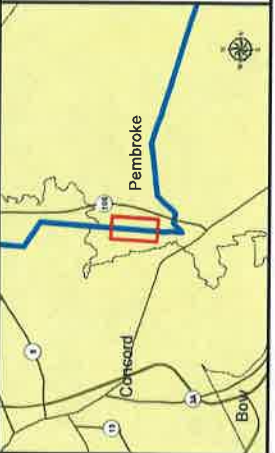


**Legend**

	Proposed Permanent Project Impact (Structure Location)		Vegetation Clearing Areas
	Proposed Temporary Project Impact (Temporary Construction Work Area)		Wild Lupine ( <i>Lupinus perennis</i> ) Observed May 2011
	Impact to RTE Polygon		Delineated Wetlands
			Existing Right of Way

200 Feet  
 1 inch = 200 feet

**The Northern Pass**  
 Transmission Line Project







Schedule site walk to review -

**From:** [Tur, Anthony](#)  
**To:** [Lee Carbonneau](#)  
**Cc:** [Heidi Holman \(Heidi.Holman@wildlife.nh.gov\)](#); [Kanter, John \(John.Kanter@wildlife.nh.gov\)](#); [Henderson, Carol \(Carol.Henderson@wildlife.nh.gov\)](#); [Kevin McCune@eversource.com](#)  
**Subject:** Re: Northern Pass Karner Blue Butterfly - conservation parcel in Concord  
**Date:** Thursday, September 01, 2016 3:09:49 PM

---

Lee,

Based on my current understanding of the Northern Pass project, it appears as though the loss of KBB habitat will not exceed 1/4 acres +/- of primary KBB habitat containing occupied by wild blue lupine. With that in mind, it seems like the 60 Regional Drive parcel could be restored to provide up to 6 acres of pine barren habitat capable of supporting KBB; therefore, it is expected the 60 Regional Drive parcel could provide substantially more habitat than what is being lost.

Tony

On Wed, Aug 31, 2016 at 3:08 PM, Lee Carbonneau  
<[lcarbonneau@normandeau.com](mailto:lcarbonneau@normandeau.com)> wrote:

Hi everyone,

Sorry to bother you again about the Kbb parcel, but I wanted to prompt you again to let us know that this parcel is an acceptable one for the Kbb mitigation/conservation plan requirements for Northern Pass. As we have discussed, this parcel is very well-suited for Kbb conservation efforts for several reasons. The existing early successional pine barrens cover is suited for management and enhancement, the parcel is quite flat, and upon removal of the foundation, will be easily navigated by management equipment. The location adjacent to the existing USFWS Kbb refuge will directly benefit the core population without adding substantial logistical complications. And the site is well-positioned to facilitate Kbb movement between the existing refuge and the additional Kbb management area just north of Regional Drive. Northern Pass has spent considerable time and effort to acquire the rights to this parcel, and before closing on the acquisition, the project needs to know that it is acceptable to the regulatory agencies. Time is getting short for this.

I also wanted to alert you to one additional feature about the parcel of which we were unaware during our site visit and that we only recently learned about. There is a 20' wide water and sewer easement in favor of the Concord Community Development Corporation along the western edge of the 60 Regional Dr. parcel. It is an underground easement for a line that we don't believe is in place, may never be used, and that should pose no issue at all to the mitigation value of the parcel. This easement is shown on the attached figure. In addition, there is on record an agreement between the owner of the property and Unutil that we believe was authorized to place an underground utility line on the property to serve an adjacent



lot, but that there is no longer any reason for this easement to be exercised. We are hopeful that Unitil will release this easement, and we are in the process of requesting that they do so. Even if this were not to happen, however, the chances of this easement being exercised and causing any adverse effect on the conservation value of the parcel are very small.

Thank you again for your time during this important consultation process. We look forward to receiving your confirmations. Please call if you have any questions.

Lee

LEE CARBONNEAU, PWS, NHCWS

*Senior Principal Scientist*

NORMANDEAU ASSOCIATES, INC.

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## NEW HAMPSHIRE NATURAL HERITAGE BUREAU

DRED - DIVISION OF FORESTS & LANDS  
172 PEMBROKE ROAD, CONCORD, NH 03301  
(603) 271-2214

---

**To:** Lee Carbonneau, Senior Principal Scientist, Normandeau Associates, Inc.

**From:** Amy Lamb, Ecological Information Specialist, NH Natural Heritage Bureau

**Date:** October 13, 2016

**Subject:** Northern Pass Mitigation, Concord Pine Barrens Site, Concord, NH

This memo is in response to Normandeau Associates' request for the NH Natural Heritage Bureau's (NHB's) comments on the proposed purchase of a mitigation parcel in Concord for the Northern Pass Transmission project. The purchase of this 6.9 acre parcel on Regional Drive is intended to mitigate anticipated impacts to Karner blue butterflies resulting from the project.

NHB is also interested in the proposal because it involves the restoration of a rare natural community type (***pitch pine - scrub oak woodland***) and planting of a state-threatened plant, wild lupine (*Lupinus perennis*). As stated in a letter from NH Fish & Game's Executive Director, Glenn Normeandeu, dated September 8, 2016,

*"If purchased, the parcel could be restored to prime pine barrens habitat by seeding and planting wild lupine and other native vegetation and by removing the building foundation currently sited on it. Once the habitat is established it would likely be colonized by butterflies from the adjacent conservation area."*

The parcel is situated within the Concord Pine Barrens, which are the remnant of a once extensive natural community type that was common in the Merrimack River Valley, as well as the Ossipee region of New Hampshire. Now, the ***pitch pine - scrub oak woodlands*** of the Merrimack River Valley are restricted to Concord, and small intact areas in Pembroke, Hooksett, and Nashua. This natural community is ranked S1 for rarity, meaning that it is "Critically Imperiled - critically imperiled in the nation or state/province because of extreme rarity (often 5 or fewer occurrences) or because of some factor(s) such as very steep declines making it especially vulnerable to extirpation from the state/province"^[1]. Specifically, this natural community type has disappeared due to development and alteration/loss of periodic fire regimes which historically maintained the natural community structure.

***Pitch pine - scrub oak woodlands*** also support three State Threatened plant species: wild lupine (*Lupinus perennis*), blunt-leaved milkweed (*Asclepias amplexicaulis*), and golden heather (*Hudsonia ericoides*). The proposed work at the Concord mitigation site would include planting of wild lupine, as it is the main host plant and a nectar source of the Karner blue butterfly and other rare butterfly and moth species.



The construction of the Northern Pass project is expected to result in impacts to two populations of wild lupine, which occur within the existing utility corridor. While the project would not impact existing *pitch pine - scrub oak woodlands*, NHB supports efforts to restore and protect this natural community type, and the associated wild lupine. While NHB would prefer the protection of an existing high-quality example of this natural community and the avoidance of the existing wild lupine population, restoration may be an acceptable option when protection and avoidance are not possible.

In order to protect and promote local plant genetics, NHB requests that any lupine planted at the Concord mitigation site be of native origin. NHB recommends collecting seed at the two wild lupine impact sites **prior** to construction. Care should be taken when collecting seed – only up to 10% of the seed should be collected from any single plant, and only up to 10% of the total seed present at the wild lupine impact sites should be collected. The remaining 90% of seeds should be left to serve as a seedbank for post-construction natural recruitment of wild lupine. Seeds should be collected from as many individuals as possible (ideally 10 to 50 individuals), and with different phenotypic characteristics, to increase the likelihood of genetic variability of the collected seeds.^[2]

These seeds should be grown to seedling stage, and then planted at the proposed Concord Pine Barrens Mitigation Site, per established USFWS and NH Fish & Game practices. NHB recommends that lupine be planted in partial shade to prevent desiccation, and kept free of competing vegetation. Seed/plants from foreign sources should be avoided, and should not be co-located (planted at this site) with native seedlings.

When a more detailed plan has been developed for pine barren restoration, NHB would be happy to provide additional comments and recommendations.

#### References:

^[1] 2015. National and Subnational Conservation Status Definitions. NatureServe.  
<http://explorer.natureserve.org/nsranks.htm>

^[2] 2014. NEPCoP Seed Collection Guidelines. New England Wildflower Society.

# **NH Fish and Game Pine Barrens Management Plan**

# **Habitat Management and Monitoring Plan Concord Pine Barrens 2016 - 2025**

**Submitted to:**

**City of Concord  
New Hampshire Army National Guard  
United States Department of the Interior's Fish and Wildlife Service  
New Hampshire Department of Resources and Economic Development  
New Hampshire Department of Transportation Division of Aeronautics  
New Hampshire Fish and Game Department**

**Original Prepared November 18, 2003**

**By:**

**New Hampshire Fish and Game Department  
Steve Fuller  
Celine Goulet  
Daniel Hayward**

**Revised by New Hampshire Fish and Game  
February 2016**



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## **Executive Summary**

This plan provides guidelines to implement and maintain the preservation, protection, and propagation of federal and state threatened and endangered (T&E) species and their habitats in the greatly diminished Concord Pine Barrens. Achieving the preservation of Concord's natural heritage will require the cooperation of disparate public and private interests and agencies. The Site Conservation Plan for the Concord Pine Barrens (Van Luven 1994) was the first effort to organize the protection of the Concord Pine Barrens. The Final Environmental Assessment for Replacement of the New Hampshire Army National Guard Army Aviation Support Facility, Concord, New Hampshire and the Concord Municipal Airport Development and Conservation Management Agreement established Conservation and Development Zones at Concord Municipal Airport (CMA).

The goal of this plan is to solidify and clarify the cooperative roles of parties to both agreements, to provide guidelines for the management and monitoring of conservation zones, and to provide criteria to evaluate conservation at the CMA. The underlying intent of this plan is to ensure that the involved entities can provide for effective and well-founded conservation work, an Army National Guard facility that is properly equipped and ready to serve the region, an unimpeded aviation facility capable of supporting the Guard and fostering a prosperous Concord, and an intact natural heritage to nourish and enrich a thriving community.



## Introduction

The Concord Pine Barrens is a remnant of the pitch pine/scrub oak barrens that once stretched along the Merrimack River Valley from Canterbury to Nashua, New Hampshire. Pitch pine/scrub oak barrens once covered 4,000 to 5,000 acres in the southern half of the state along the Merrimack River from Concord to the Massachusetts border. Today, the pine barrens south of Concord has essentially been lost to development, with approximately 300 fragmented acres remaining in Concord (Helmbolt and Amaral 1994). The remaining Concord Pine Barrens is considered a site of very high significance, and until the year 2000, it was the only site in New England that still had a population of Karner blue butterflies (*Lycaeides melissa samuelis*). Karner blues rely on pitch pine/scrub oak barren environments plus wild blue lupine (*Lupinus perennis*), their obligate host plant to survive. Two other obligate lupine feeders have been observed in Concord: the Persius duskywing skipper (*Erynnis persius*) and Frosted elfin butterfly (*Callophrys irus*). Like the Karner blue, their biggest threats are habitat loss, fragmentation, and degradation.

Pine barrens rely on natural disturbance in order to persist. Disturbances, especially wildfires, expose patches of mineral soil that are colonized by pitch pine, scrub oak, and grasses. The resulting mosaic of uneven-aged stands, grassy openings, and disturbed areas once supported a unique diversity of plant and wildlife species. Fire suppression limits the creation of early successional habitat. Pine barrens degradation, as a result of fire intervention and human encroachment, contributed to the extirpation of the Karner blue butterfly in New Hampshire. A population that once numbered in the thousands in the 1980's declined to less than 24 butterflies in 1999 and may have disappeared completely in 2000.

There are currently 436 acres of the Concord Pine Barrens located on the Concord Municipal Airport property (CMA) and just outside the airport fence in conservation zones (Figure 1). Industrial parks, commercial buildings, residential communities, and the active airport surrounding the pine barren ecosystem, require all management of the land to be carefully executed, especially regarding prescribed fires.

**Figure 1:** Current layout of the Concord Municipal Airport.



Concord Municipal Airport

0 0.125 0.25 0.5 Miles

## Site Description

### History

At the start of this project most of the remaining pine barrens had succeeded to pitch pine/white pine (*Pinus rigada*/*Pinus strobus*) forests or woodlands with understories of scrub oak (*Quercus ilicifolia*), quaking aspen (*Populus tremuloides*), and grey birch (*Betula populifolia*) (Van Luven 1994). The lack of a natural disturbance regime contributed to a reduced amount of early successional habitat and rare plant species found in them such as wild blue lupine and New Jersey tea.

### Significant Species

The grassy openings and pine barrens habitat at the airport support a Lepidoptera and Aves assemblage not found in the Ossipee Pine Barrens (a pine barrens ecosystem 50 miles northeast of Concord), and most likely lost from the historic pine barrens in Manchester and Nashua (Van Luven 1994). At risk species present in the Concord Pine Barrens include the federally endangered Karner blue butterfly (*Lycaeides melissa samuelis*), the state endangered Frosted elfin (*Callophrys irus*) and Persius duskywing skipper (*Erynnis persius*). Other species included in New Hampshire's Wildlife Action Plan that are historic or present in the Concord Pine Barrens are listed below (Table 1). Three state-threatened plant species have also been identified at the Concord Pine Barrens; wild blue lupine (*Lupinus perennis*), golden heather (*Hudsonia ericoides*), and blunt-leaved milkweed (*Asclepias amplexicaulis*) (Table 1). Additional at risk species that may be present, but are currently not documented in the Concord Pine Barrens are listed in Table 2.



**Table 1:** Species in greatest need of conservation documented in the Concord Pine Barrens.

Scientific Name	Common Name	Group	State Listing	Federal Listing	Last Observed in Concord
<i>Falco sparverius</i>	American kestrel	Bird			2015
<i>Speranza exonerate</i>	Barrens itame	Butterfly	SC		2003
<i>Xylotype capax</i>	Barrens xylotype	Moth	SC		2001
<i>Coccyzus erythrophthalmus</i>	Black-billed cuckoo	Bird			2015
<i>Asclepias amplexicaulis</i>	Blunt-leaf milkweed	Plant	T		2015
<i>Erastria coloraria</i>	Broad-lined catopyrrha	Moth	SC		1994
<i>Toxostoma rufum</i>	Brown thrasher	Bird			2015
<i>Chordeiles minor</i>	Common nighthawk	Bird	E		2014
<i>Cerma cora</i>	Cora moth	Moth	SC		1994
<i>Heterodon platirhinos</i>	Eastern Hog-nose snake	Reptile	T		2011
<i>Sturnella magna</i>	Eastern meadowlark	Bird			2015
<i>Pipilo erythrophthalmus</i>	Eastern towhee	Bird			2015
<i>Spizella pusilla</i>	Field sparrow	Bird			
<i>Callophrys irus</i>	Frosted elfin butterfly	Butterfly	E		2015
<i>Hudsonia ericoides</i>	Golden heather	Plant	T		2015
<i>Ammodramus savannarum</i>	Grasshopper sparrow	Bird	T		2006
<i>Eremophila alpestris</i>	Horned lark	Bird			2015
<i>Lycaeides melissa samuelis</i>	Karner blue butterfly	Butterfly	E	E	2015
<i>Coluber constrictor</i>	Northern black racer	Reptile	T		
<i>Erynnis persius</i>	Persius duskywing	Butterfly	E		2006
<i>Grammia phyllira</i>	Phyllira tiger moth	Moth	SC		2000
<i>Setophaga discolor</i>	Prairie warbler	Bird			2015
<i>Erynnis brizo brizo</i>	Sleepy duskywing	Butterfly	SC		2003
<i>Poocetes gramineus</i>	Vesper sparrow	Bird	SC		2015
<i>Lupinus perennis</i>	Wild lupine	Plant	T		2015
<i>Glyptemys insculpta</i>	Wood turtle	Reptile	SC		2015

State/Federal Listing Codes: E=endangered, T=threatened, SC=special concern

**Table 2:** Species in greatest need of conservation potentially present in the Concord Pine Barrens (In addition to the listed species, bald eagles frequently forage on the Merrimack River adjacent to Concord Pine Barrens South).

Scientific Name	Common Name	Group	State Listing
<i>Bombus pensylvanicus</i>	American bumble bee	Bumblebee	
<i>Vermivora cyanoptera</i>	Blue-winged warbler	Bird	
<i>Antrostomus vociferus</i>	Eastern Whip-poor-will	Bird	SC
<i>Satyrrium edwardsii</i>	Edward's hairstreak	Butterfly	
<i>Spizella pusilla</i>	Field sparrow	Bird	
<i>Anaxyrus fowleri</i>	Fowler's toad	Amphibian	SC
<i>Hemaris gracilis</i>	Graceful clearwing	Moth	
<i>Myotis lucifugus</i>	Little brown bat	Mammal	SC
<i>Apodrepanulatrix liberaria</i>	New Jersey tea spanworm	Moth	
<i>Chaetagnalea cerata</i>	Noctuid moth	Moth	
<i>Lithophane lepida</i>	Pine pinion moth	Moth	T
<i>Xylena thoracica</i>	Pinion moth	Moth	
<i>Setophaga discolor</i>	Prairie warbler	Bird	
<i>Bombus affinis</i>	Rusty-patched bumble bee	Bumblebee	
<i>Lycia rachelae</i>	Twilight moth	Moth	
<i>Bombus fervidus</i>	Yellow bumble bee	Bumblebee	
<i>Bombus terricola</i>	Yellowbanded bumble bee	Bumblebee	

State Listing Codes: E=endangered, T=threatened, SC=Special Concern,

## Conservation Zones and Management units

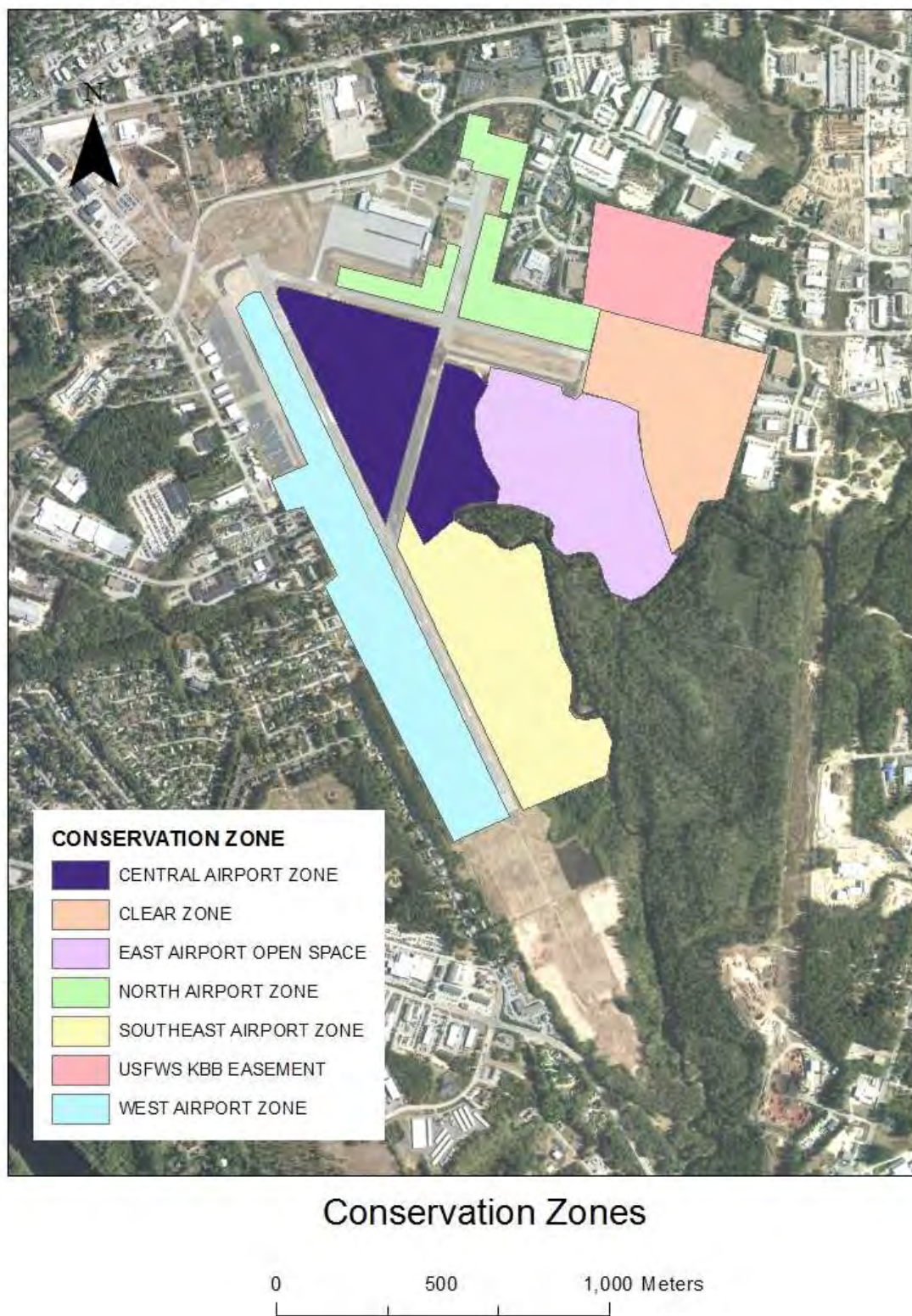
The Concord Pine Barrens management area has been divided into seven conservation zones (Figure 2), with an eighth area in the south section of the airport that is currently managed but not identified as a formal conservation zone. Acreage ranges from 29 to 67 acres (Table 3). There are 31 management units (Figure 2). These management units are classified as one of four habitat types (annually mowed grasslands, non-annually mowed grasslands, open canopy shrublands, and dense canopy woodlands) each reflecting variation in species structure and composition (see section on Habitat Management). As part of this 2016 update, the management units and conservation zones were modified to incorporate new construction and follow natural boundaries that influence how management is applied on the landscape.

**Table 3:** Summary of Conservation Zones and Management Units

<b>Zone</b>	<b>Acres</b>	<b>Managed</b>	<b>Units</b>
Central	59.8	51.0	3
Clear	51.0	35.4	4
East	66.0	37.3	4
North	31.0	31.0	6
South	75.3	42.3	5
Southeast	67.8	23.9	2
USFWS	29.4	19.8	2
West	56.4	56.4	5

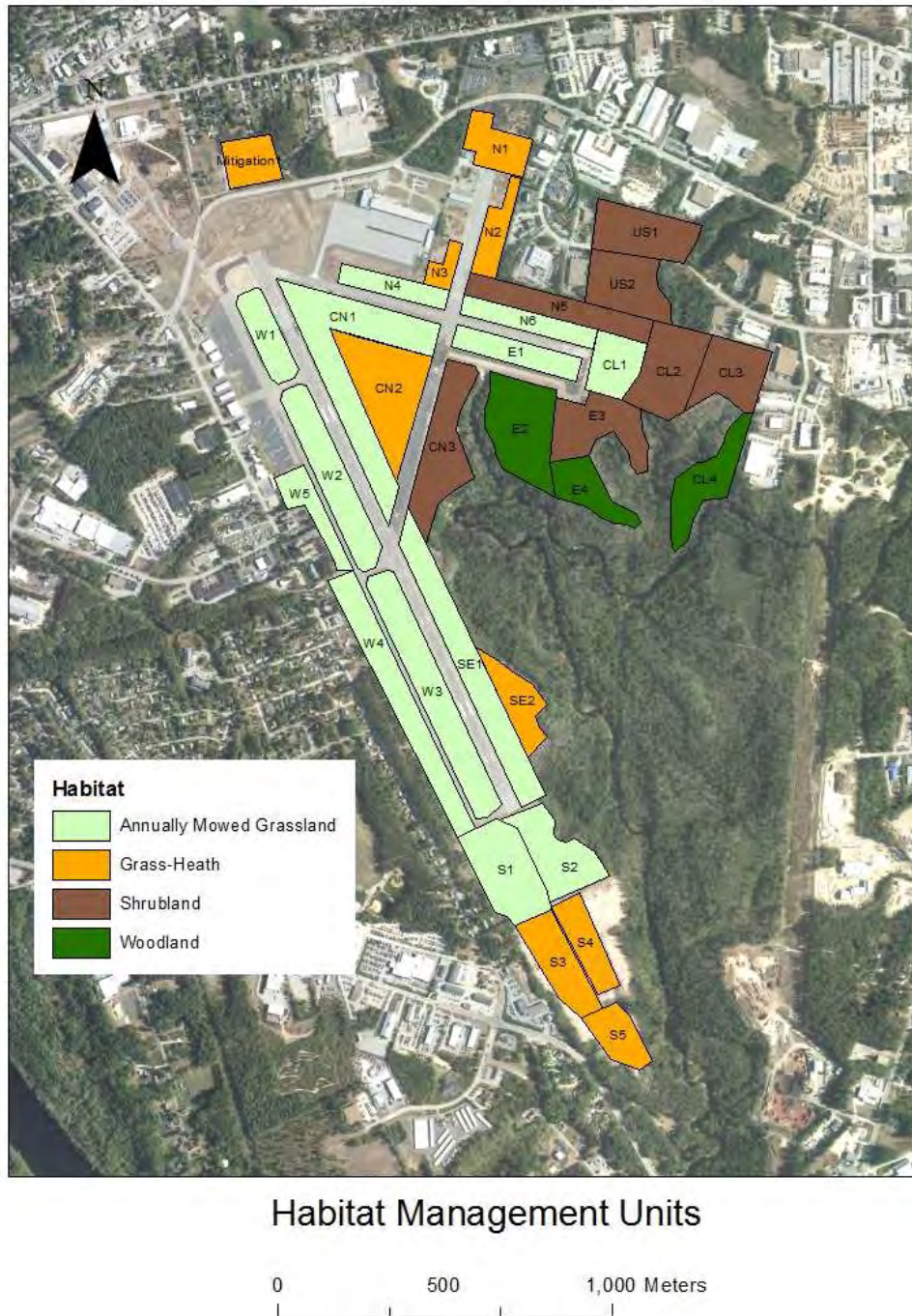


**Figure 2:** Concord Municipal Airport Conservation Zones





**Figure 3:** Concord Municipal Airport Habitat Management Units



# Habitat Management Guidelines

## Management Approach

The vision of this plan is to develop an adaptive management protocol in which federal, state, and local agencies, as well as public and private interests, will cooperate to preserve the Concord Pine Barrens' biodiversity. Balancing conservation activities with land use requirements, e.g. airport operational safety, is a priority. Habitat management prescriptions must be consistent with airport operational standards while maximizing conservation benefit. A major objective of this plan is to enhance or create habitat for rare species in areas within conservation zones where there are no land use conflicts, thereby mitigating *a priori* the severity of unavoidable conflicts.

## Habitat Classification

Pine barrens are among the most imperiled natural communities in the world. They are commonly found along river banks and bluffs where sandy, nutrient poor soils are deposited setting the stage for frequent disturbance such as fire which influences the vegetation species composition (Table 4). The canopy stratum is composed primarily of pitch pine, oaks, black cherry, and red maple, the scrub stratum is composed of scrub oaks and shrubs, the heath stratum is composed primarily of Ericaceous heath and low shrubs, the herbaceous stratum is composed of native grasses and forbs, and the sandy stratum is required for the establishment of warm-season grasses, xerophytes, and nitrogen-fixers, like wild blue lupine and New Jersey tea. Guidelines for managing the relative proportions of strata within general habitat types identified within the Concord Pine Barrens are described below (Table 5).

**Table 4:** Genera of common plant species found within the Pine Barrens plant community.

<b><u>Herbaceous</u></b>	<b><u>Heath</u></b>	<b><u>Shrub</u></b>	<b><u>Canopy</u></b>
Schizachyrium scoparium	Vaccinium spp.	Quercus spp.	Pinus spp.
Andropogon spp.	Gaylussaccia spp	Corylus americana	Quercus spp.
Panicum spp.	Kalmia latifolia	Amelanchier spp.	Populus spp.
Danthonia spicata		Prunus spp.	Acer rubrum
Carex spp.		Aronia spp.	Betula spp.
Lupinus perenis		Comptonia peregrina	Prunus spp.
Festuca spp.			
Solidago spp.			
Rubus spp.			
Pteridium			
Juncus spp.			
Lespedeza capitata			
Desmodium spp.			
Helianthemum spp.			
Aster spp.			
Potentilla spp.			



**Table 5:** General guidelines habitat classification for long-term management of the different Pine Barrens habitat types.

Habitat Classification	Mechanical Cutting/Mowing	Prescribed Fire
Annually Mowed Grassland	NA	Every 2-4 years dormant season spring or fall
Grassland/Heath	Every 2 to 4 years: late fall	Two years after mechanical: late summer
Open Canopy Shrublands	Every 4 to 5 years: late fall	One year after mechanical: late summer
Dense Canopy Woodlands	Every 6 to 10 years: late fall	One year after mechanical: late summer

### Annually Mowed Grasslands and Airport Facilities

#### *Ecology*

Extensive perennial grasslands have a limited role in Northeastern natural history. Before European settlement, heath species were dominant in open landscapes. Nonetheless, many species can benefit from managed grasslands, including grassland Lepidoptera and birds. Annual mechanical disturbances mimic grazing and disturb the soil, creating favorable conditions for blue lupine and other colonists of sandy soil.

#### *Management*

In the active Runway Obstacle Free Area (ROFA) within conservation zones, designees of COC, NHDOT, or FAA may mow annually after October 1, with mower height no less than 6-8" to avoid impacting nesting birds, ovipositing Lepidoptera, and blue lupine. Designees will notify NHFGD no less than 30 days before conducting routine management activities and submit for review an annual schedule of management activities within ROFA. Maintenance for areas outside the active ROFA shall be submitted in an annual work plan to NHFGD. Alternatively, management will be prescribed annually by NHFGD in these areas. A more comprehensive mowing plan will be created with the cooperation of the city.

### Grasslands/Heath

#### *Ecology*

Sand plain grassland-heath species are well adapted to frequent disturbance, high levels of light, and drought stress. Three vegetative strata are important in grassland heaths. The sandy stratum is characterized by exposed mineral soil and nitrogen-fixing plants like blue lupine, sweet fern, and New Jersey tea. The foliage of Nitrogen-fixing plants and physiological niche provided by sand are critical for many rare invertebrates. The herbaceous stratum is characterized by perennial warm-season (C₄) grasses and prairie forbs that are tolerant of dry soils, extreme temperatures, and fire. Grasses provide forage for specialist invertebrates, moderate temperature and water regimes, and provide perching sites for rare Lepidoptera and nesting/feeding sites for shrubland birds. The heath stratum encroaches on the sandy and herbaceous strata, until checked

by intense disturbance. Ericaceous heath plays an important role in minimizing the establishment of canopy species, provides forage for many specialist invertebrates, and benefits from fire. Limited shrub and scrub may help moderate extreme drought and provide cover for wildlife in open grassland heaths.

### *Management*

The objective of grassland-heath management is to maintain 10-20% cover of the sandy stratum (complete organic horizon removal), 30-60% herbaceous stratum, and 30-80% heath stratum. Lepidopteran eggs, larvae, and pupae are at risk year-round for fire (especially on blue lupine and New Jersey tea in grassland-heaths), but risk declines after August for mowing.

A two to three year management rotation with alternate late fall mowing and late summer duff-reduction burning, will achieve the objective and minimize wildlife impacts. Neighboring management units should not be burned in consecutive years, and management should be 'patchy' within strata to avoid decimation of insect populations. The benefit of successional establishment of advanced strata, e.g. heath and scrub, can be significant in grassland-heaths, and should be evaluated before prematurely implementing management.

## Open Canopy Shrublands

### *Ecology*

In scrub-shrublands, the scrub stratum forms a park-like 'thicket' of scrub oak, with the interspersed heath stratum forming networks of open corridors scattered with herbaceous plants and game trails. Ericaceous plants, including sheep laurel, huckleberry and blueberry, colonize bare soil more slowly than Nitrogen-fixers and warm-season grasses. However, they have volatile leaves and are highly competitive in open or partially shaded conditions, often forming a fire-tolerant mat of rhizomatous roots that inhibit the establishment of other species. Scrub oaks are less competitive in the organic horizon, but with exceptionally high leaf to biomass and root to biomass ratios, they shade herbaceous, heath, and shrub species, and competitively sequester root stores. Scrub oaks sprout vigorously after repeated destruction, and with a regular fire regime, they can form dense stands that exclude canopy species, provide forage for many insects, and cover for wildlife.

### *Management*

The objective of scrub-shrublands management is to maintain 5-10% cover of the sandy stratum (complete organic horizon removal), 10-20% herbaceous stratum, 30-60% heath stratum, and 30-80% scrub. Lepidopteran eggs, larvae, and pupae are at risk year-round for fire (especially on blue lupine, New Jersey tea, cherry species, and scrub oak in scrub-shrublands), but risk declines after August for mowing, especially after leaf-drop.

Late fall mowing followed by a late summer duff-reduction burn will achieve the objective and minimize wildlife impacts. The rotation must be frequent enough to reduce the scrub while maintaining the heath and herb strata (4-5 years). Intermittent mowing may be used selectively to differentially influence the strata. A brontosaurus mower is desirable for reducing the shrub

stratum prior to burning, and is ideal for mechanical duff removal. Neighboring management units should not be burned in consecutive years, and management should be ‘patchy’ within strata to avoid decimation of insect populations.

### Dense Canopy Woodlands

#### *Ecology*

Woodlands are characterized by an open, park-like canopy of pitch pine with sparse oaks, cherries, and red maples with a matrix of scrub oak and heath beneath. Pitch pines are more dispersive than scrub oaks; they colonize mineral soils with seed from semi-serotinous cones, eventually reach canopy stature, and through protective bark, epicormic shoots, they can re-foliate stems after most fires. Grey birch and black cherry colonize disturbed soils readily, and aspen rapidly spread clonally once established. Scrub oak colonizes disturbed areas more slowly, but is more resilient when subjected to frequent disturbance than pitch pine. In the absence of disturbance, pitch pine and scrub oak are ultimately dominated by hardwoods and white pines. A woodland structure is maintained by a fire regime that is moderate enough to allow pitch pine survival, but intense enough to periodically expose mineral soil (for pitch pine regeneration) and limit establishment of aspen, hardwoods, and white pines.

#### *Management*

The objective of woodland management is to maintain 0-10% cover of the sandy stratum (complete organic horizon removal), 10-20% herbaceous stratum, 20-40% heath stratum, 30-60% scrub stratum, 30-60% canopy, and <10% emergent stratum. Lepidopteran eggs, larvae, and pupae are at risk year-round for fire (especially on blue lupine, New Jersey tea, cherry species, scrub oak, and pitch pine in woodlands), but risk declines after August for mowing, especially after leaf drop.

Selective mechanical management can optimize fire management in woodlands. The primary objective of woodland mechanical management is to selectively modify canopy and scrub structure. Canopy reduction lowers the risk of crown fires, and scrub mowing creates patchy ground fuels that ideally result in hot spots and unaffected ‘invertebrate reserves’. Slash and logs should be removed to reduce fuel loading and excessive organic matter accumulation. Whole-tree shearing can minimize skid trails and facilitate off-site chipping. Skid trails should be planned to serve as firebreaks. Snow cover may help minimize soil disturbance and protect overwintering invertebrates. Late fall brontosaurus mowing is well suited to reducing scrub cover and creating firebreaks. Contiguous scrub cover may increase the risk of crown fires and kill pitch pines.

Late summer duff-reduction burns should follow mechanical management to heterogeneously kill scrub, hardwoods, and white pine. The rotation must be frequent enough reduce the scrub and duff while maintaining an open pitch pine canopy (6-10 years). Neighboring management units should not be burned in consecutive years, and management should be ‘patchy’ within strata to avoid decimation of insect populations.



# Insect Habitat Management

## Description

It is impossible to ‘safely’ manage the overlapping niches of pine barrens insects. Several general facts may help guide insect habitat management. Insects are smaller than vertebrates, they are usually immobile for a significant part of their life history, they are usually much more agile during the reproductive (adult) phase, and are sensitive to the spatial scaling of their various required niches. Many insects utilize extremely different habitats in each of the stages of their life histories, so no habitat can be altered at any given time without impacting the eggs, larvae, pupae, or adults of one or many species. Insects are ectothermic; they rely on their ability to move about in a heterogeneously structured environment to find temperatures within narrow margins to suit specific metabolic needs. Most insects are herbivores, and many specialize on select groups of plants. Scale, timing, structure, and composition requirements are needed to be considered when managing for insects.

## *Scale*

It is critical that the insect habitat contains an irregular spatial scaling to avoid decimating whole insect or plant populations in a single homogenous event. Although general habitat features on the landscape may be contiguous over time across many hectares, areas of management resulting in homogenous characteristics should not exceed 1 hectare in a particular event. Impacts should be patchy within managed areas. The scale of habitat features and management for insects is far smaller than the scale of vertebrate habitats.

## *Structure and Composition*

The diverse physiological requirements can be met by managing for diverse vegetative structure and diverse soil conditions. The thermal requirements for particular behaviors may be as narrow as several degrees, and the required temperature for foraging may be significantly higher or lower. Variation in the height of vegetative strata, size of openings in strata, and the aspect of corridors and openings in strata are necessary to create a diverse thermal landscape. In Pine Barrens, a changing mix of woodlands, scrub, heath, and grasslands are required structural features for insect diversity. A shifting composition of pine-oak litter, burned surfaces, and exposed sand provide critical substrates for insect life stages. Diverse foraging needs can be met by managing for a diverse composition in the plant community. Native host plant requirements for rare specialists can be addressed through propagation; however, the foraging requirements of a majority of rare species can be met through targeted restoration of key vegetative strata. The critical plants for many rare pine barrens species, like pitch pine, scrub oak, cherry species, Ericaceous plants (blueberry), New Jersey tea, wild blue lupine, and native grasses, are also the dominant species in typical pine barrens vegetative strata.

## *Timing*

The timing of the management is also an important component. Similar management techniques should be irregular or widely spaced and avoid critical periods. To avoid chronically stressing

populations with repeated perturbations or repeatedly extirpating a local population, the impacts of various management techniques should be evaluated carefully with respect to insect life cycles and impacted vegetative strata. Fire impacts duff, lower, and middle strata indiscriminately. Mechanical techniques can impact all strata, but can be highly selective. Herbicides have a very limited effect on structure, have been shown to have minimal impacts on many insects, but interactions with unstudied species are a risk. Most insect cycles are dependent on climate or plant phenology. Throughout the growing season, many insect pupae, larvae, and eggs are present on leaves and stems; between growing seasons, far fewer larvae are active, and, pupae, larvae, and eggs are more concentrated in the litter and duff. Nonetheless, insects are present on and in all sorts of plant material, litter, duff, and soil year-round. An entire population may complete a generation in several days or several years. In pine barrens, the most critical period falls between April 1 and September 1.

## **Management Prescriptions**

### *Mechanical Management*

The key mechanical tools for insect habitat management are standard mowing devices, Brontosaurus mowers, brush cutters, chainsaws, and whole tree shears. In pine barrens, mechanical methods must be complimented with fire to obtain the most benefit. The timing of mechanical management is flexible; however, management should be “patchy” in surrounding units to reduce the stress on the different insect species. During the growing season, it is more effective at killing target vegetation, and can be selectively executed to mitigate insect mortality. The physical action of cutting vegetation generally results in a redistribution and moderate mortality of immobile insects, while moderately mobile insects escape. The primary objective of mechanical techniques is to alter structure, immediately benefiting to the ecological physiology of plant and insect communities. Standard mowing is suitable for herbaceous habitats, heath, and to a lesser extent, shrublands. Mortality is generally reduced outside the growing season for both insects and plants. Brontosaurus mowing can be utilized to manage all types of habitat, with the benefit of being highly selective, removing duff, and dispersing debris. Logging or whole tree shearing can remove larger stems, but debris should be removed to prevent organic matter accumulation. Mechanical tools can be used to prepare for controlled burning by removing excessive fuel, concentrating fuel at the ground level, and creating fire breaks.

### *Controlled Burning*

The chemical and physiological changes resulting from controlled burning are indispensable in Pine Barrens management. Many insects require habitat created by duff reduction and burned substrates. Although fire is essential for regeneration of many insect populations, it induces the greatest mortality risk of any management technique. The heat and chemical action of burning vegetation generally results in mortality of immobile insects, while highly mobile insects escape. Growing season fires effectively kill vegetation, reduce duff and litter, and can be used to offset low impact mechanical techniques. Since insects are generally less mobile outside the growing season, mortality may be reduced in growing season burns. To minimize growing season burn mortality, mechanical methods can be used to heterogeneously concentrate fuels, hypothetically resulting in unaffected insect ‘reserves’.

## *Herbicide Application*

Herbicide applications arguably have the mildest impact on insect populations. Herbicides designed to impact photosynthesis, have been shown to have minimal effects on fauna. Highly selective herbicide applications effectively kill target species, and therefore are a desirable tool for highly resilient species like scrub oak and invasive plants. However, herbicides have a minimal impact on vegetative structure, with little immediate benefit for insects. Herbicides used in conjunction with mechanical means and fire can reduce the volume and improve selectivity of applications.

## **Threatened and Endangered Lepidopteran Habitat**

### *Ecology*

The local abundance and diversity of rare and specialized Lepidoptera is perhaps the most unique feature of Pine Barrens. As human development has encroached on Pine Barrens, fire suppression has resulted in the degradation of Lepidopteran habitat. Many Pine Barrens Lepidopteran larvae are specialist feeders, and required host plant populations diminish without regenerating fires. Many adult Lepidoptera require abundant flowering herbaceous plants for nectar. Many host plants and nectar plants require disturbance, since they compete better in sunny openings than under canopy cover. Many early successional plant populations have declined drastically under closed forest canopies, and many have been locally extirpated. A majority of plants required by the rare Pine Barrens Lepidoptera are represented by the dominant plants in typical Pine Barrens vegetative strata: blue lupine, New Jersey tea, cherry species, scrub oak, and pitch pine. However, the plant needs of the rarest Lepidoptera; the Karner blue butterfly, Frosted elfin butterfly, and Persius duskywing skipper require particular attention.

### *Management*

While broad management activities targeted at enhancing vegetative structure can improve native populations of cherry species, scrub oak, and pitch pine, the establishment of blue lupine, New Jersey tea and less common nectariferous herbs without focused propagation is limited. These plants require sandy and herbaceous openings to thrive. Intuitively, since fire suppression has adversely impacted early-successional plants, early successional plants have a limited seed bank. Although many key plants establish heavily managed grassy areas (e.g., adjacent to runways), these areas lack the requisite structural diversity and are subject to chronic risk of insect mortality. Therefore, optimal habitat needs to be restored through plant propagation in areas of adequate structural integrity. The objective of restoration of threatened and endangered Lepidopteran habitat is to create sandy and herbaceous openings within a matrix of heath, scrub-shrublands, and woodlands and to propagate key plants within them. By restoring sandy and herbaceous openings within the general habitat types, diverse structural requirements will be met.

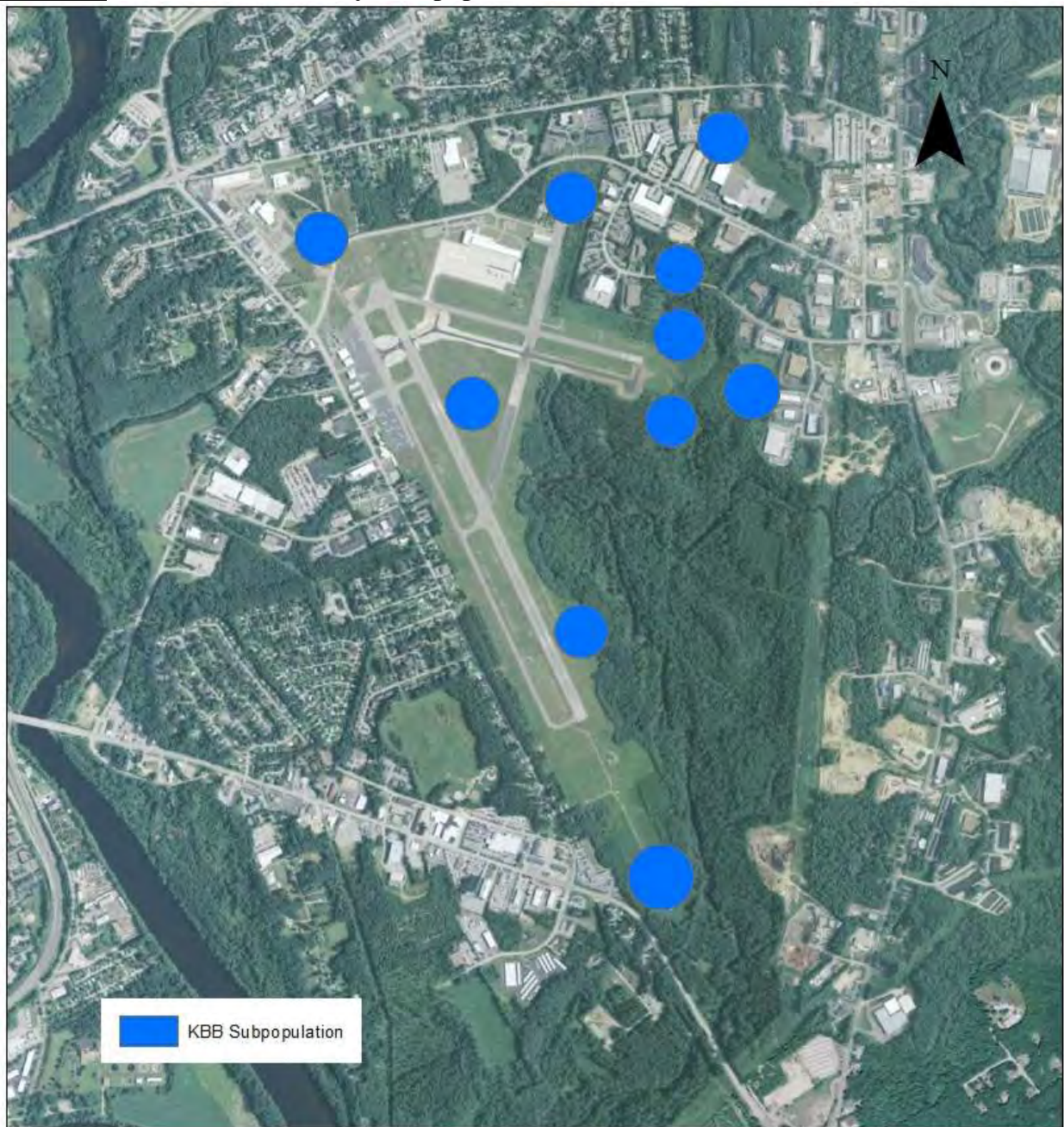
Seeds and seedlings will be planted annually in restoration plots (Figure 3). Plantings must optimize habitat, considering metapopulation dynamics of rare Lepidoptera, habitat connectedness, barriers to dispersal, buffering capacity of the existing vegetation, and the current



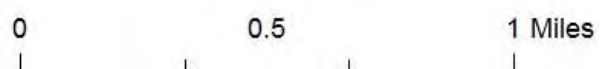
distribution of habitat plants. Restoring large openings may initially limit colonization by rare species, since colonist density will be diffused across a large space, limiting reproductive success. Initially, the area of openings should be <.5 hectares and 50-500 meters apart, with corridors between plantings 10-25 meters wide and sparse habitat plants. Skid trails and firebreaks may double as corridors. Seedbeds should be prepared by heterogeneously removing the duff and scarifying the soil; periodic mowing and sparse scarification can maintain established openings. As Lepidopteran colonization progresses; the size of openings can be increased, but it may be favorable to increase the number of openings.

Since seed banks and commercial seed sources for blue lupine, New Jersey tea, spreading dogbane, blunt-leaved milkweed, dewberry, and other critical host plants and nectar plants are scarce, seed must be collected locally and established in intensively cultivated plots to ensure adequate supply. Wild lupine seeds are best collected in late July and early August by cutting the stalk containing the seed pods. New Jersey tea may be collected in the same manner with seed bags, but not until September or October. Timing of seed collection is very important and should not be done too early, or seeds will not be mature, and not too late, after seeds have dispersed. Another technique that has been found useful on small populations of nectar plants where the status of the seeds maturity cannot be checked daily, is to put a mesh bag over the seed source and allow the seeds to pop open naturally, being contained within the bag. This technique has been useful in collecting blunt-leaved milkweed and New Jersey tea seeds.

**Figure 4: Karner blue butterfly metapopulation in the Concord Pine Barrens.**



## Karner Blue Butterfly Metapopulation



# MONITORING

## Lepidopteran Populations

### *Mark-release-recapture*

Mark-release-recapture will be used to confirm the extent of Karner blue butterflies establishment at the CMA and to assess the distribution and abundance of Frosted elfins when large management activities have occurred. Surveys will be conducted between 1000 and 1600 hours with temperatures at least 22° C (72⁰F) and with minimal cloud cover and wind. A pre-determined transect route will be walked at a uniform pace while swinging a one-meter butterfly net. Monitoring units that define the transect routes will increase with time as more suitable habitat is made available through habitat management techniques. Butterflies will be identified in flight or perching when possible, otherwise they will be netted, identified, marked if necessary, and released. The product of plot area (m²) and duration will be used as an estimate of catch effort for each sampling event. Unmarked butterflies in each sample will be assigned unique numbers and marked on both hind wings with a Sharpie® Ultra Fine Point pen, following the general methodology of Brussard (1971). Sex, mark number, time of capture, location (monitoring unit), and other notes will be recorded for all captured butterflies prior to release.

### *Distance Monitoring*

Transects are established within the conservation area to cover the extent of the population. Each transect is marked at 10m intervals with flags for recording purposes. Transects will be walked every 3 days with one observer and one recorder. Butterflies observed along transects will be recorded in 0.5m intervals up to 3m from the actual transect line. Surveys will take place 5 days after the first butterfly is observed in the conservation area until no more butterflies are observed during the survey events. Nectar and lupine will be recorded along transects as part of the survey protocol.

## Lepidopteran Communities

### *Butterfly Transect Surveys*

Presence-absence surveys (Pollard and Yates) will be conducted when habitat work is scheduled in the dense canopy woodlands. Surveys should be completed once a month between April 1 and September 1, during the first year of work and repeated every other year until work is completed. Surveys will be conducted between 1000 and 1600 hours with temperatures at least 22° C (72⁰F) and with minimal cloud cover and wind. A pre-determined transect route will be walked at a uniform pace while swinging a one-meter butterfly net. Butterflies will be identified in flight or perching when possible, otherwise they will be netted, identified and released, or collected. For each transect, temperature, wind speed, percent cloud cover, and time spent surveying will be recorded. Data will be archived in a database. Transects will provide presence/absence of all butterfly species, including Karner blue butterflies, and a rough index of abundance.



### *Lethal Moth Point Surveys*

Surveys will be conducted when aggressive or widespread management is planned in locations where the canopy is dense and surveys will be conducted in alternating years at reduced frequency. Survey locations will roughly replicate Chandler (2001) and Mello (1998). If universal black light surveys are conducted, the lights will be placed in open areas at least 100 meters apart at permanent sample points and charged with DDVP “No Pest” killing strips. Surveys will be conducted, when possible, on cloudy windless nights with relatively warm temperatures. Stations will be set up at dusk and monitored for at least 3 hours after sunset. Specimens will be pinned, labeled, and identified. Data will be archived in a database.

### **Habitat Quality Monitoring**

Habitat monitoring has focused on pre and post monitoring revolving around treatment of areas. This has resulted in some potential to compare effectiveness of treatments such as herbicide, and modification of mowing regime on the airport. It has mostly been used as an adaptive management tool to look at the results of management during the course of restoration activities. The future habitat monitoring should be set up differently to target triggers identifying threats to KBB. The amount of canopy and shrub stems were effectiveness of treatment measures, but not really related to the presence of lupine in an area, often lupine and nectar establishment were not being attempted in the same areas that intensive removal of woody vegetation or duff was being attempted.

### *Duff/Litter*

Duff and litter measurements have been collected since the start of conservation actions. All previous data will be compiled, and a complete survey of plots will be completed again in 2016 recording if there has been an overall reduction in the conservation area.

### *Lupine Sampling*

Lupine census will continue in discreet lupine plots that have been planted on a yearly basis. Over time it may become feasible for these restoration area to be monitored with transect surveys as done with large native patches of lupine on the airport. Photo plots have also been taken for most restoration plots in 2006 and 2011. They should be organized and collected again in 2016. Lupine transects will be used to survey the lupine at the airport every four years starting in 2014.

### *Nectar Plant Sampling*

Nectar plants across the conservation area were monitored in 2006, 2008, 2010 and 2015. These surveys are very accurate for larger plants such as New Jersey Tea, but perhaps less accurate for spreading dogbane and yarrow. The census will continue every three years, but similar to the lupine restoration plots, as the populations grow we may need to include them in transect surveys. Studies need to be done with seeding of nectar species in trying to establish larger consistent patches.

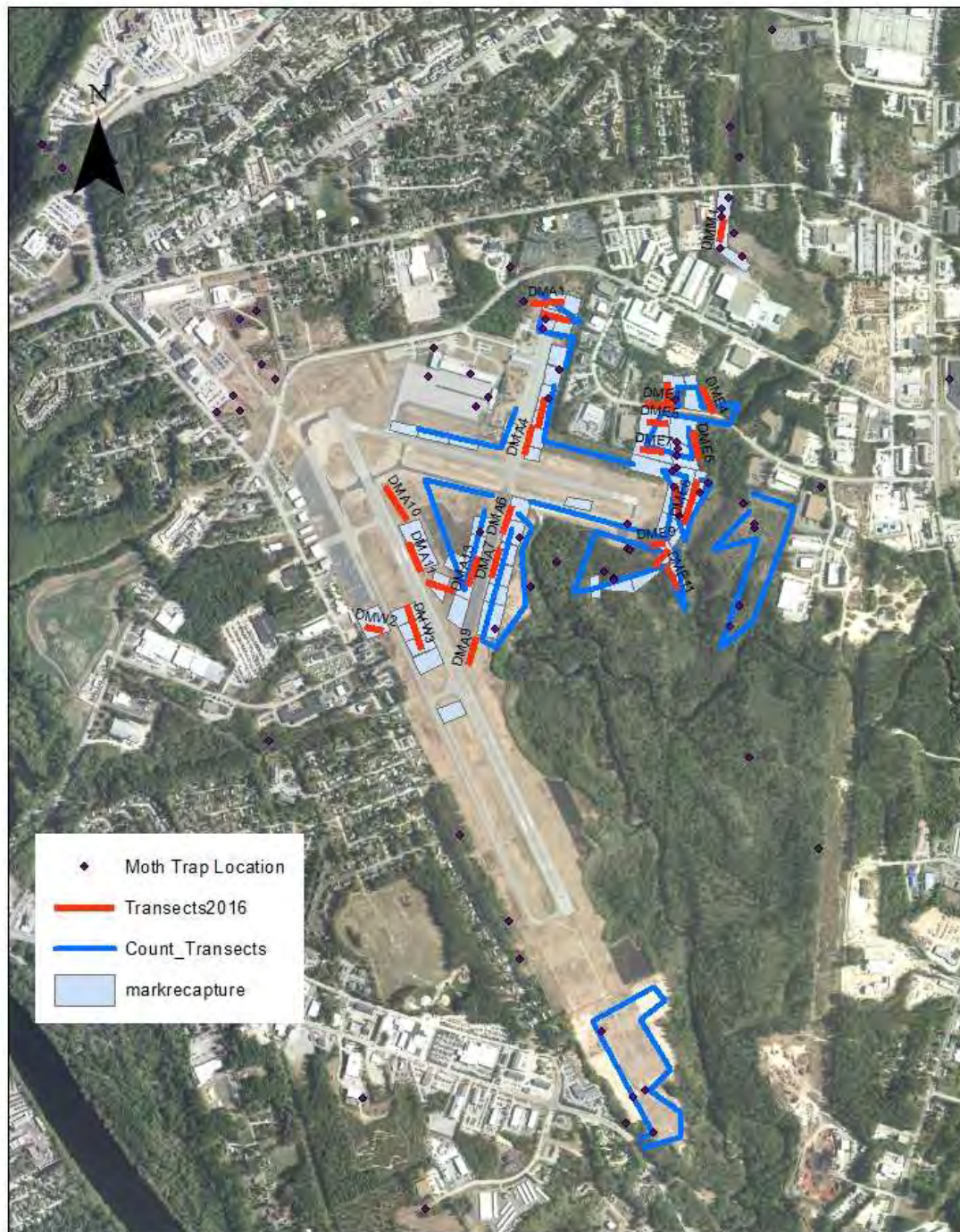
### *Succession - Canopy, Shrub and Heath*

Habitat survey plots will be centered on 50-100m grid points with a randomized starting point. Plots will be surveyed before and after manipulation, when possible. Plots may be surveyed multiple times per year. Cover class will be visually estimated for the canopy, scrub/shrub, and heath/herb strata. For the canopy stratum, structure and composition will be assessed in a variable plot using a base 10 prism. Species and diameter at breast height (DBH) will be recorded for included stems. For the scrub/shrub stratum, stems will be counted for each woody species 1-3m high within a 5m-radius plot. For the heath/herb stratum, blue lupine stems will be counted and all plant species below 1m in height within the 5m-radius plot recorded. Data will be archived in a database. Survey plots will replace intensive lupine sampling transects until a final assessment is required, and will provide data on the habitat sampled during Lepidoptera surveys.

### *Adaptive management*

It is imperative that there is a method to detect when reductions in lupine and nectar, or barriers to dispersal begin to threaten the population in the conservation area. It is unlikely that we will be able to support a shifting matrix in the current landscape due to its small size. Focus will have to remain on maintaining many large lupine patches both on and off the airport permanently. This will result in negative impacts to the insect species that depend on shrubland plants, suppressing them to lower levels in the conservation area, or potentially even losing them. It will still be important to try and rotate management to prevent negative impacts, but not to allow lupine patches to come and go. Monitoring the number and size of pitch pine trees will also be critical for long term management, once they reach a certain size they are difficult and expensive to remove from the conservation area. The removal of trees at this early stage will also reduce the amount of recruitment in the grassland areas further reducing the cost of management over time. Heath density is important to monitor in openings because it has the ability to choke out lupine patches. Heath also has deciduous leaves that can increase the accumulation of litter and therefore duff, in areas that are not burned regularly. Vegetation surveys should be conducted every two years to monitor and address these issues.

**Figure 5.** Monitoring locations for various lepidopteran surveys conducted at the Concord Pine Barrens since 2000.



Lepidoptera Monitoring at Concord Pine Barrens

0 750 1,500 Meters



## **PLANNING**

### **Progress Reports**

An annual report of management activities and monitoring results will be distributed.

### **Planning**

Representatives of COC, NHDOT, FAA, NHARNG, DRED, USFWS and NHFGD will meet annually, in January - February, to review existing and upcoming conservation management practices at the airport and any conflicts between these practices and airport operations, and discuss management strategies which would facilitate the recovery of the protected species at the airport in a manner that is compatible with safe, efficient airport operations. Work plans will be developed annually.

### **Plan Revision**

The plan will be revised in 2025.

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## Appendix A:

Concord Pine Barrens Fire Schedule (Revised 2016)

Unit	Priority	Fuel	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
A1	4	GR3-Grassland				L				L		
A2	4	GR3-Grassland	L					L				
A3	4	GR3-Grassland	L				L				L	
A4	5	GR3-Grassland										
A5	2	SH3-Shrubland			D					D		
A6	3	SH3-Shrubland		D					D			
A7	3	GR3-Grassland	L				L					L
A8	2	GR3-Grassland		L				L				
A9	3	GR3-Grassland				L				L		
A10	5	GR3-Grassland										
A11	3	GR3-Grassland			L				L			
A12	3	GR3-Grassland					L					L
A13	5	GR3-Grassland										
A14	5	GR3-Grassland										
A15	5	GR3-Grassland										
A16	5	GR3-Grassland										
A17	5	GR3-Grassland										
A18	5	GR3-Grassland										
A19	1	SH3-Shrubland	D				D					D
U1	2	SH3-Shrubland						D				
U2	1	SH3-Shrubland		D					D			D
U3	1	SH3-Shrubland		D					D			
U4	2	SH3-Shrubland										
U5	1	SH3-Shrubland			D					D		
U6	1	SH3-Shrubland						D				
O1	1	GR3-Grassland		L				L				L
O2	1	SH3-Shrubland			D						D	
O3	1	SH3-Shrubland						D				
O4	1	SH3-Shrubland										
C1	1	SH3-Shrubland										
C2	2	SH3-Shrubland				D				D		
C3	2	SH3-Shrubland	D			L					L	
C4	2	GR3-Grassland	L			L					L	
C5	1	SH3-Shrubland				D						D
S1		SH3-Shrubland	D				D				D	
S2		SH3-Shrubland			D					D		
S3		SH3-Shrubland					D					D
DR burns/yr			3	3	4	2	3	4	3	4	2	3
LR burns/yr			4	2	1	4	3	2	1	2	3	4
Total burns/yr			7	5	5	6	6	6	4	6	5	7

## Prescribed Burn Units



## **Appendix B:**

### **Annual Habitat Management and Monitoring Summary Concord Pine Barrens**

#### **Management**

##### Winter

Burn brush piles

Plant lupine and nectar seedlings in greenhouse

##### Spring

Burn grasslands to reduce litter and stimulate lupine (snow off - May 1st)

Sow lupine seed outdoors with a seed drill or over seeder (snow off – mid April)

Transplant seedlings into restoration plots (late April – early June)

Water all plantings daily unless rain for two weeks following

##### Summer

Collect lupine seed (Late June – early July)

Perform growing season cut on scrub oak and other shrub species (mid-July – August)

Burn shrublands to reduce shrub density (late August – September)

Collect second brood nectar plant seeds (August – September)

##### Fall

Perform dormant season burns on grasslands to reduce litter and promote native species

Perform dormant season burns on shrublands to reduce litter and duff

Mow grassland areas after October 1st

#### **Monitoring**

##### Spring

Moth surveys (April – June)

Count stems of lupine in restoration plots (June)

Surveys for Frosted elfins (May)

Surveys for first brood Karner blue (June)

Duff litter measurements before and after any burn

##### Summer

Moth surveys (July – September)

Surveys for second brood Karner blue (July)

Lupine transects (late June – early July)

Vegetation surveys (July)

Duff litter measurement before and after any burn

##### Fall

Moth surveys (October)

Duff litter measurements before and after any burn



## **Appendix C:**

### **Viability criteria for recovery of federal and state threatened and endangered species.**

#### ***Lycaeides melissa samuelis***

##### **Reclassification Criteria**

###### **Criterion 1**

Establish VPs and LPs of Karner blues in 13 RU as specified in Table 4 of the federal recovery plan (refer to reclassification column)

###### **Criterion 2**

The New Hampshire Recovery Unit (RU) is the Merrimack/Nashua River System recovery goals include reclassification and delisting of 1 viable metapopulation. Each VP shall have

1. a management and monitoring plan, that is approved by the USFWS prior to the fifth consecutive year of monitoring, that will be implemented into the future and include
  - a. suitable buffering of the metapopulation against adverse disturbance and threats to survival,
  - b. maintenance of a diverse and appropriate successional array of suitable Karner blue habitat (refer to Appendix G of the federal recovery plan: Management Guidelines – Balancing Trade-offs in Developing and Implementing Karner Blue Recovery Plans)
  - c. identification of appropriate responses to potential metapopulation declines, and
2. a sufficient number of individuals in an appropriate metapopulation structure, maintained for at least 5 consecutive years. The number of individuals shall be at least 3,000 first or second brood adults in the final year of evaluation and in four of the five years overall. In all years, the number of adults shall be greater than 1,500 in one of either the first or second brood. In some circumstances the 3,000 level may be too high or too low (Refer to Appendix E of the federal recovery plan: Spatial Structure of a Minimum Viable Population)
3. Connectivity between subpopulations so that the average nearest-neighbor distance between subpopulations is no more than 1 kilometer (0.62 miles), and the maximum distance between subpopulations is no greater than 2 kilometers (1.24 miles). In some cases 1 kilometer dispersal may be too far (refer to Appendix G of the federal recovery plan: increasing the colonization rate of subpopulations within a metapopulation).

## **APPENDIX D:**

### **BENCHMARKS FOR RENEWAL OF THE CONCORD MUNICIPAL AIRPORT DEVELOPMENT AND CONSERVATION MANAGEMENT AGREEMENT**

The airport Conservation Management Agreement will be subject to renewal if conservation management efforts have inhibited the collapse of Lepidopteran diversity as measured by achievement of at least three of the following benchmarks:

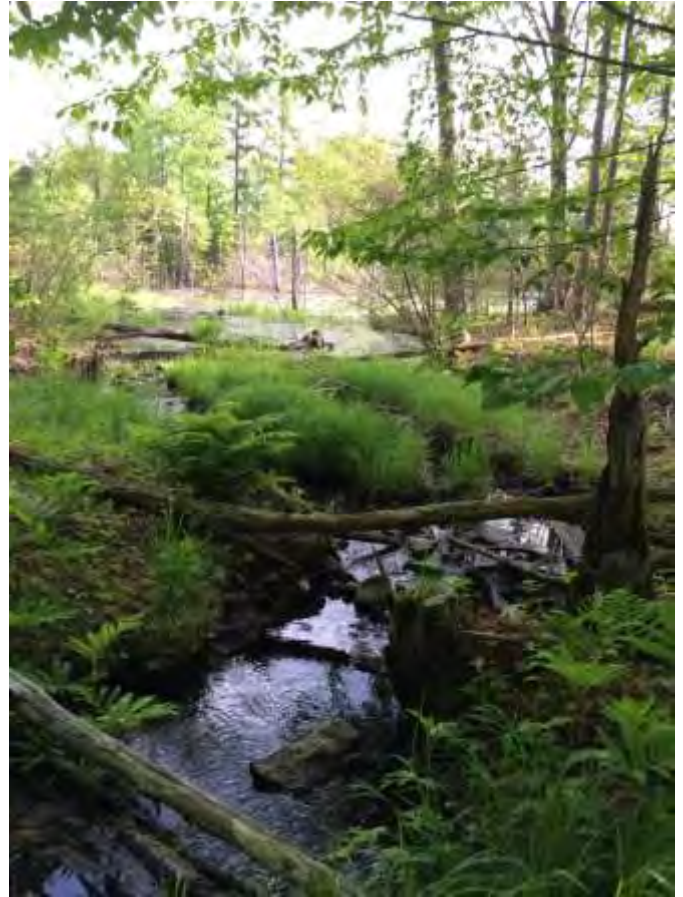
- 1) The vegetation composition and structure has demonstrably shifted toward prescribed targets within at least two Conservation Zones;
- 2) Karner blue butterflies are present in at least 1 Conservation Zone or on adjacent conservation lands;
- 3) Frosted elfin butterflies are present in at least 1 Conservation Zone or adjacent conservation lands;
- 4) Persius duskywing skippers are present in at least 1 Conservation Zone or on adjacent conservation lands;
- 5) 2 other rare Lepidopteran species are present in at least 1 Conservation Zone;
- 6) The cumulative Lepidopteran species richness over the final three years of the Agreement does not decline to less than 60% of the 2001 estimate (Chandler, 2001).

# Mitigation Baseline Documentation Report

## Site Z3 - Brush Road Forest Site

### Pembroke, 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

December 2016

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# **Conservation Easement Baseline Documentation Report**

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

## **Donor Information:**

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

Address: 780 Commercial St, Manchester, NH 03101

## **Property Location:**

Road: 552-578 Sixth Range Road

Town/County: Town of Pembroke, Merrimack County

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

**Land Types:** Total acreage: 91.7 ac. 78 ac Hemlock Hardwood 4 ac Wetlands

## **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 Z3 – the Brush Road Forest Site – is a 91.7 acre undeveloped parcel on Brush Road and 6th Range Road in Pembroke. An existing PSNH ROW crosses the parcel for a total length of approximately 1,080 feet. Three new NP structures will be added to the ROW, requiring additional tree clearing of about 20 to 30 feet along the southern edge of the ROW. The total area of open land that will be associated with the ROW is approximately 5 acres. There are no other structures on the property.

## **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 Z3 is a primarily hemlock-hardwood-pine forest. An un-named perennial stream flows south to north across the site on the western side, entering a small beaver pond prior to flowing off the site. Multiple wetland types are associated with the beaver flowage wetland/stream and other wetlands on site, including palustrine scrub-shrub, forested and emergent wetlands. Several vernal pools are present, and the buffering forest is well-managed second growth hemlock, pine and oak forest. Several state-listed rare species are known to be located within one mile of Site Z3, including Eastern Hognose Snake, Smooth Green Snake, Pine Devil, Spiny Oakworm, Graceful Clearwing, Noctuid Moth, and Wild Lupine. Some of these species may also find suitable habitat on the mitigation site. Site Z3 has approximately 60 acres of NH Wildlife Action plan designated Highest Ranked Habitat in the State, and 7.5 acres of Highest Ranked Habitat in the Region.

A Phase I Site Assessment was conducted on the parcel. During the walkover, no hazardous substances or petroleum products or signs of any spills or releases were observed on the Site. However, a deteriorating abandoned vehicle was discovered in the interior of the property. In addition, a 55 gallon drum and discarded oil filter were observed with no evidence of leaking oil or ground staining nearby. Finally, several old tires, bottles/cans and similar debris common on backlands were discovered and removed.

Adjacent land uses are forestry and residential. Site Z3 has approximately 3,800 feet of frontage on Brush Road and 1,415 feet of frontage on Sixth Range Road. Sixth Range Road borders the site to the northwest and is not maintained for travel. Brush Road bisects the site and is accessible by vehicle from Fourth Range Road to a point about midway along the Site, beyond which vehicular access is limited to four-wheel drive vehicles. There are some residences close by, and the Site would be accessible for development if not conserved.

Feature	Measurement/Classification
Total Site Area	91 acres
Waterbody	Small beaver pond, perennial stream
Shoreline Length	N/A
Stream Length	178.33 linear feet
Wetlands	4.6 acres (0.7 ac PSS1, 0.5 PEM1; 1.0 PFO1; 1.5 PUB; 1.9 PFO4)

*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.*

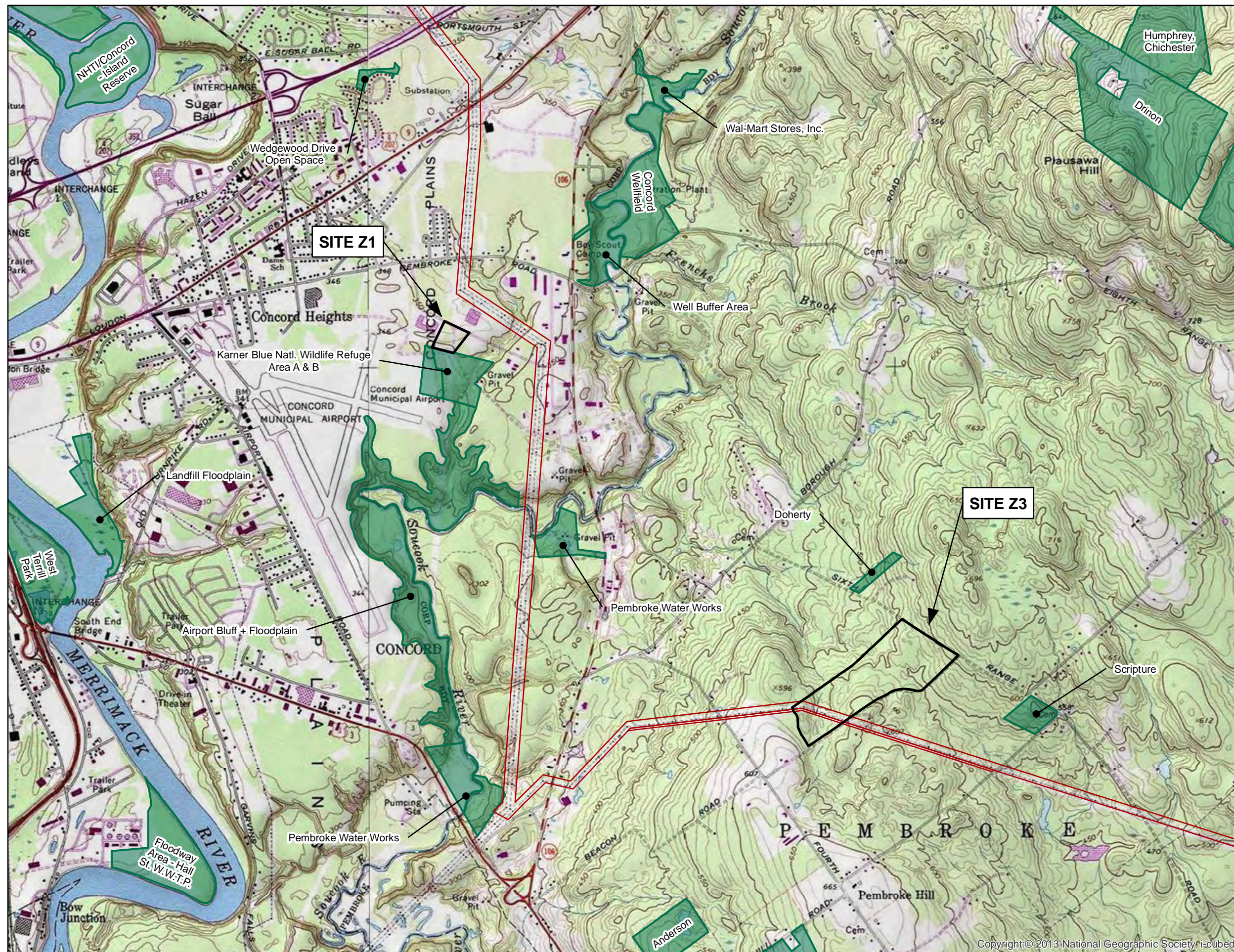
_____	_____
	for Five Rivers Conservation Trust
_____	_____
	Baseline Document Preparer
_____	_____
Date	Date

Attachments: (not all conservation parcels have all attachments)

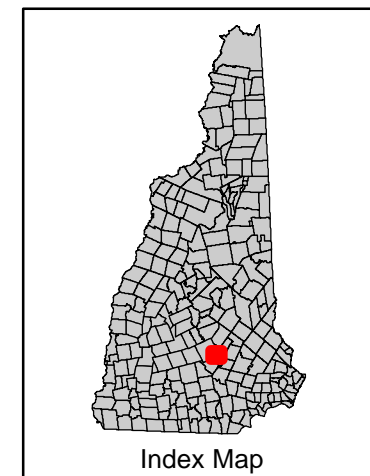
USGS Location Map  
 Ground Photos  
 Aerial Property Map  
 Natural Resource Maps (Soils, Cover Types, Wildlife Action Plan, etc.)  
 Site Reconnaissance Notes  
 Property Deeds and Survey Plans  
 Conservation Easement Deed

## USGS Location Map








## Northern Pass Mitigation Analysis



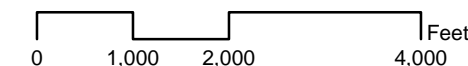
## Site Features

-  Mitigation Parcels  
 Proposed ROW / Site Facilities  
 Conservation Land

Data Provided By: ESRI & USGS



1:24,000



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





## Ground Photos

Site Z3 – Brush Road Site  
Ground Photos



Photo 1. July 14, 2016. Forest of northern edge of Site Z3 along 6th Range Road.



Photo 2. May 21, 2015. Perennial stream that crosses Parcel 8981, and flows into a beaver pond on the property.



Site Z3 – Brush Road Site  
Ground Photos



Photo 3. May 21, 2015. One of several Vernal Pools on Parcel 8981. Wood frog and spotted salamander eggs present.



Photo 4. The stream as it enters the beaver pond/marsh on Parcel 8981.



Site Z3 – Brush Road Site  
Ground Photos



Photo 5. July 14, 2016. A view of the well-managed mixed pine/oak forest surrounding a potential vernal pool.



Photo 6. May 21, 2015. The perennial stream also flows through other wetlands, including this small emergent marsh.

Site Z3 – Brush Road Site  
Ground Photos

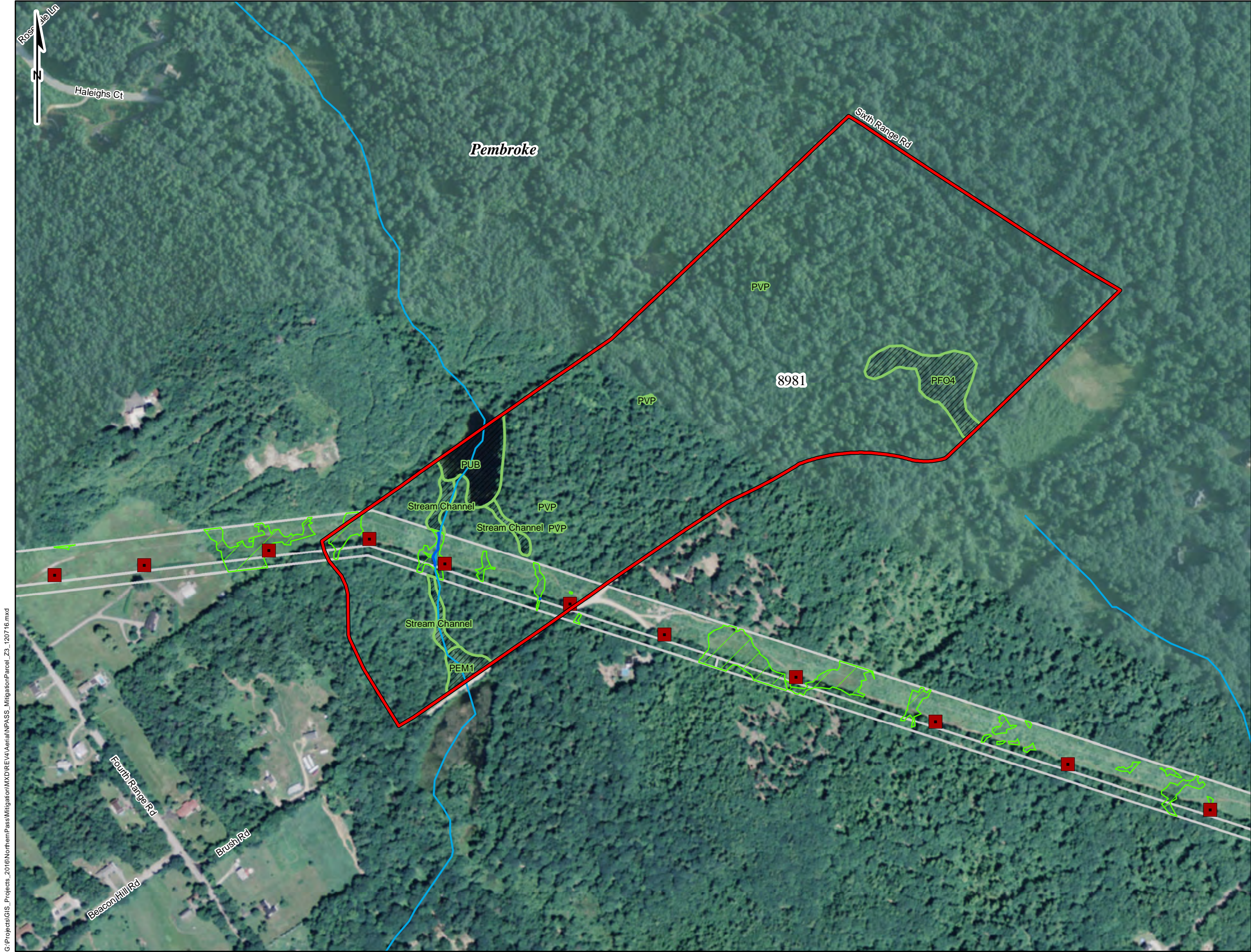


Photo 7. July 14, 2016. Bobcat tracks on Site Z3.



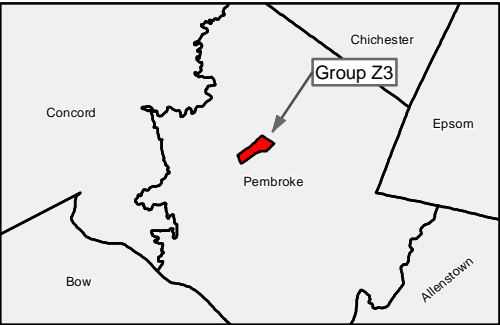
## Aerial Photo Property Map





# Northern Pass Mitigation Analysis

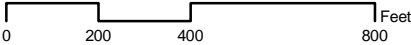
Mitigation Group: Z3



Group Z3 Site Summary		
Town:	Pembroke	
County:	Merrimack	
HUC 12 Watersheds:	010700060202 010700060503	
Eco Region:	ME Coastal Plain	
Total Site Acreage:		91.7

- Site Features**
- Proposed Transmission Structures
  - Delineated Streams
  - NHD Streams
  - ROW Access Routes
  - Group Z3 Parcel
  - Mitigation Parcels
  - Political Boundaries
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Photointerpreted Wetlands
  - Proposed ROW

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



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Bedford, NH, USA  
03110

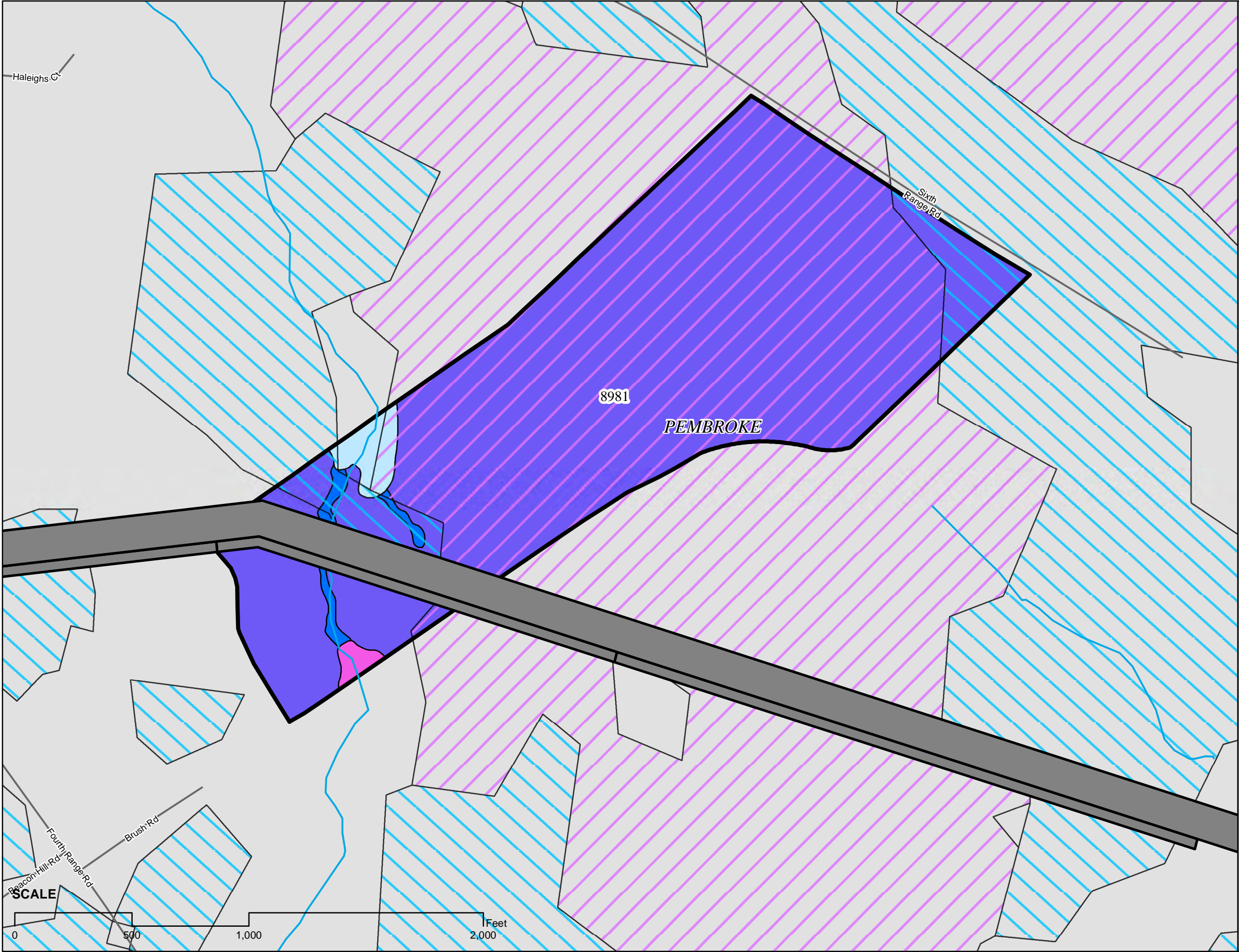




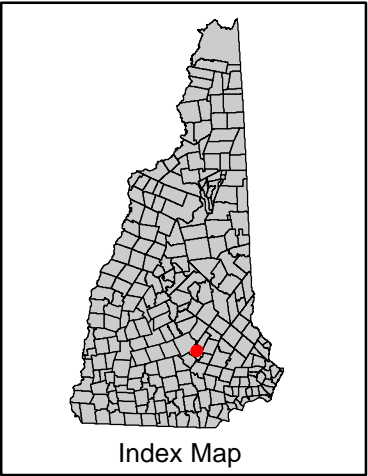
## Natural Resource Maps



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# Northern Pass Mitigation Analysis



## Group: Z3

**Site Features (acres)**  
5.1 Proposed ROW / Site Facilities

**WAP Tiers (acres)**  
60.1 Highest Ranked Habitat in NH  
7.6 Highest Ranked Habitat in the Biological Region

**Photointerpreted Cover Types (acres)**

0.5 Open Habitat	Mixed Hardwoods
Clear Cut	Lowland Spruce Fir
River	Hardwood / Softwood
0.8 Stream	72.2 Hemlock Hardwood Pine
1.5 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



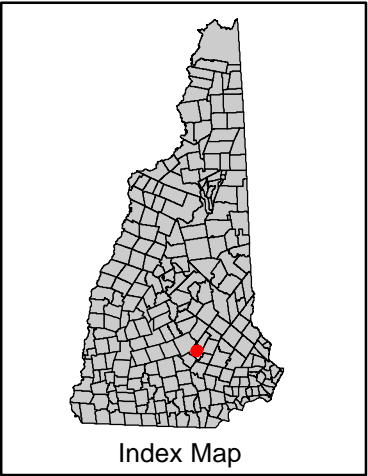
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Bedford, NH, USA  
03110



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# Northern Pass Mitigation Analysis



## Group: Z3

- Site Features (acres)**
- NHD Streams
  - Delineated Streams
  - Delineated Vernal Pools
  - Delineated Wetlands
  - Proposed ROW / Site Facilities
- Photointerpreted Wetland Cover Types (acres)**
- |        |      |                |       |
|--------|------|----------------|-------|
| 0.5    | PEM1 | 1.5            | PUB   |
| PFO1   | 0.12 | PVP            | River |
| PFO1/4 | 0.9  | Stream Channel |       |
| 1.9    | PFO4 |                |       |
| PSS1   |      |                |       |

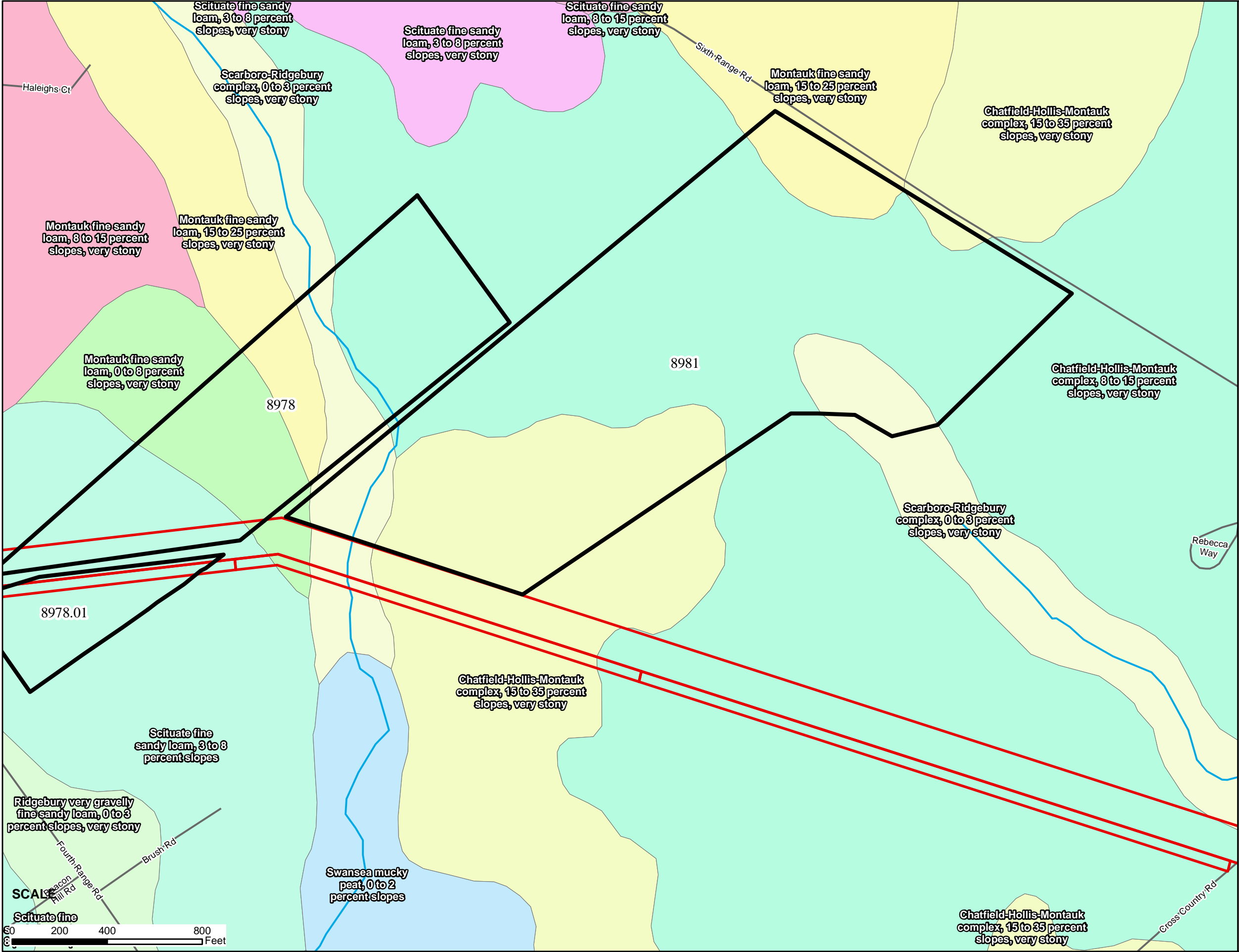
Data Provided By: GRANIT & NHD



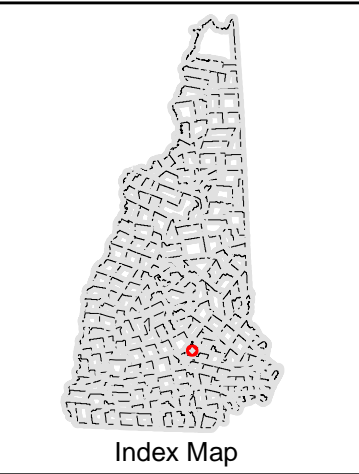
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Bedford, NH, USA  
03110



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# Northern Pass Mitigation Analysis - Soils Map



## Group: Z3

- Mitigation Parcels
- Proposed ROW/Site Facilities

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

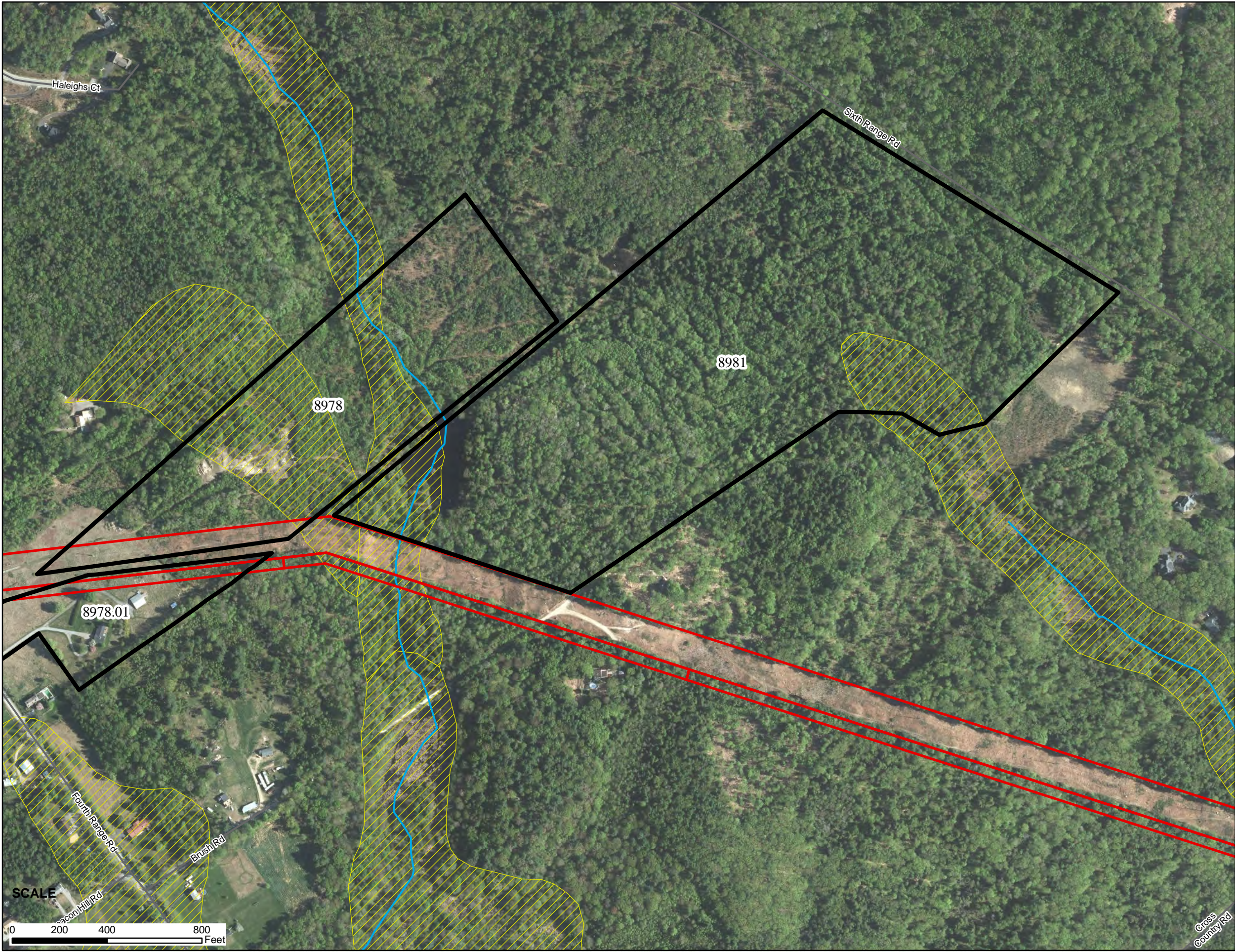
Data Provided By: GRANIT and NHD



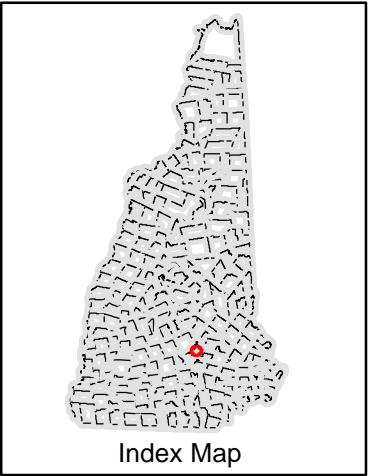
Normandeau Associates, Inc  
25 Nashua Road,  
Bedford, NH, USA  
03110







Northern Pass Mitigation  
Analysis - Hydric Soils Map



Group: Z3

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

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

Data Provided By: GRANIT and NHD

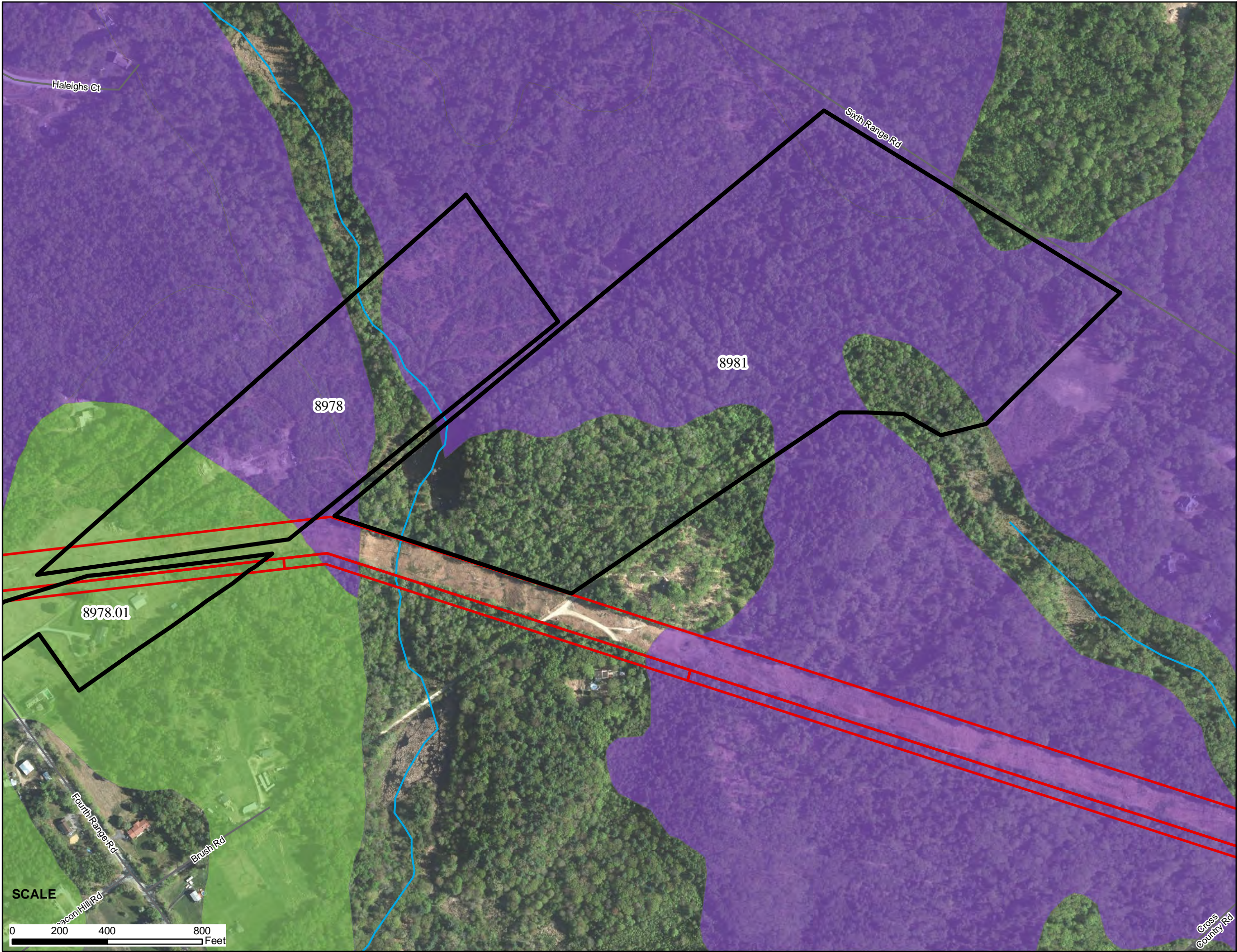


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Bedford, NH, USA  
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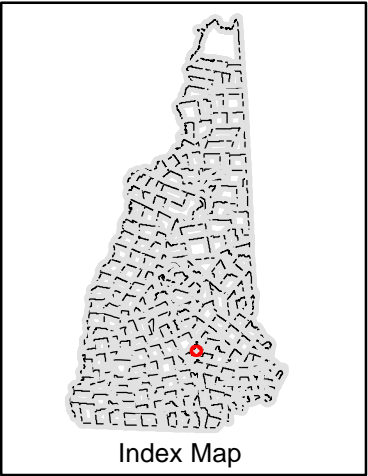




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Northern Pass Mitigation  
Analysis - Agricultural Land Map



- Group: Z3**
- Mitigation Parcels
  - Proposed ROW/Site Facilities
  - All areas are prime farmland
  - Farmland of local importance

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

Data Provided By: GRANIT and NHD



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25 Nashua Road,  
Bedford, NH, USA  
03110





## Site Reconnaissance Notes



## Brush Road and 6th Range Road, Pembroke Mitigation Parcel Field

### Reconnaissance Notes

#### Site Z3

A brief walkover of the parcel located northwest of Brush Road and South east of 6th Range Road in the Town of Pembroke, New Hampshire was conducted on July 14, 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).

#### General Site Comments

Site Z3 is entirely forested except for the existing Eversource ROW and the wetland areas and pond in the southwestern portion of the parcel described below, and a small open area in the northeast corner. The forest cover is well-managed second growth hemlock-hardwood-pine forest. Large portions of the parcel were cut relatively recently, (< 10 years ago), and in these locations the stems are small (< 2 inches diameter at breast height) and dense. However, larger trees are also present throughout the parcel, and the skid roads created during harvest are largely overgrown. An un-named perennial stream flows south to north across the site on the western side, entering a small beaver pond prior to flowing off the site. Multiple wetland types are associated with the beaver flowage wetland/stream and other wetlands on site, including palustrine scrub-shrub, forested and emergent wetlands. Several vernal pools are present, and the buffering forest is in good condition, providing suitable habitat for vernal pool breeders.

The NH Wildlife Action Plan designates approximately 60 acres of the Z3 site as designated as Highest Ranked Habitat in the State, and 7.5 acres as Highest Ranked Habitat in the Region.

Adjacent land uses are forestry and residential. Site Z3 has approximately 3,800 feet of frontage on Brush Road and 1,415 feet of frontage on Sixth Range Road. Sixth Range Road borders the site to the northwest and is not maintained for travel. Brush Road bisects the site and is accessible by vehicle from Fourth Range Road to a point about midway along the Site, where it becomes the eastern border of the parcel. At this point, vehicular access is limited to four-wheel drive vehicles. There are some residences close by, and the Site is accessible for development.

#### Wildlife and Wildlife Habitat Value

An onsite review of the wildlife and wildlife habitat value of the parcel was conducted on July 14, 2016. The relatively undisturbed second growth forest appears to offer good wildlife habitat

for a variety of species that are present in southern New Hampshire. Although the forest on site is regenerating from relatively recent cutting, some larger, old trees and snags are present and have suitable structure to provide roosting habitat for bats. Tracks from deer, coyotes, opossum, raccoon and bobcat were observed and chipmunks were heard. Browse damage on young hemlocks indicating winter use by deer was not observed, and there did not appear to be any recent beaver activity around the beaver pond. On the upland portion of the parcel which included the existing ROW and forested area, 15 species of bird were heard, and nine additional species were seen or heard in wetland habitats, including wood ducks, mallards, and a group of four roosting eastern whip-poor-wills.

## **Property Deeds and Survey Plans**



Docket Number: 201400011415  
 Recorded in Merrimack County, NH  
 Kathi L. Guay, CPO, Register  
 BK: 3447 PG: 174, 7/8/2014 2:58 PM  
 LCHIP \$25.00 RECORDING \$22.00  
 TRANSFER TAX \$4,500.00  
 SURCHARGE \$2.00

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

MERRIMACK COUNTY RECORDS

*Kathi L. Guay*, CPO, Register

22 49  
0-  
25-

4500.00

### WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that **PEMBROKE TIMBER LLC**, a New Hampshire Limited Liability Corporation, with an address of P.O. Box 423, Belmont, Massachusetts 02478, for consideration paid, grants to **RENEWABLE PROPERTIES, INC.**, a New Hampshire corporation with its principal offices at 780 North Commercial Street, Manchester, New Hampshire 03101 with **WARRANTY COVENANTS**, certain real property, with the improvements thereon, situate in the Town of Pembroke, Merrimack County, New Hampshire, more particularly described follows:

A certain tract or parcel of land, together with any improvements thereon, located in Pembroke, Merrimack County, New Hampshire, shown on a plan of land entitled "Boundary Survey, Mills-Lakeman Lot West Side of the Fifth Range Road, Pembroke, N.H. owned by Patriot Investment Company", prepared by FORECO: Forest Resource Consultants, dated October, 1986, recorded in the Merrimack County Registry of Deeds as Plan No. 9256 (the "Plan"), which tract is referred to in the Town of Pembroke Assessor's Records as Map 260, Lot 39, and is more particularly described as follows:

Beginning on the westerly sideline of the road shown on the Plan as Fifth Range Road but now known as Sixth Range Road, so-called, at an iron rod set in a stone pile, said iron rod being the northeast corner of the herein-described premises;

Thence running South 62° 42' 47" West a distance of 1427.5 feet along land now or formerly of Cofran to a 7" diameter red maple tree and a wire fence;

Thence running South 71° 50' 52" West a distance of 321.6 feet along land now or formerly of Marshall and along a wire fence to the beginning of a stone wall;

Thence running South 70° 16' 10" West a distance of 193.2 feet along said Marshall land to the end of said stone wall;

Thence running South 71° 03' 25" West a distance of 490.3 feet along said Marshall land and along a wire fence to the beginning of another stone wall;

Thence running South 70° 43' 20" West a distance of 544.5 feet along said Marshall land and along said stone wall to an intersection of stone walls;

Thence turning and running South 03° 15' 54" East a distance of 83.6 feet along land now or formerly of Terry to a point on said stone wall;

Thence running South 24° 45' 37" East a distance of 74.4 feet along said Terry land to a point on said stone wall;

Thence running South 07° 15' 24" East a distance of 88.2 feet along said Terry land to a point on said stone wall;

Thence running South 12° 35' 55" West a distance of 190.2 feet along said Terry land to a point on said stone wall;

Thence running South 07° 37' 26" East a distance of 165.6 feet along said Terry land to a point on said stone wall;

Thence running South 15° 55' 11" East a distance of 301.4 feet along said Terry land to an intersection of stone walls on the northerly sideline of the road shown on the Plan as Lakeman Road but also known as Brush Road, so-called;

Thence turning and running North 71° 00' 56" East a distance of 109.2 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 08' 23" East a distance of 592.1 feet along said Brush Road to a point on said stone wall;

Thence running North 70° 55' 24" East a distance of 410.9 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 16' 25" East a distance of 221.7 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 54' 33" East a distance of 182.8 feet along said Brush Road to the end of the said stone wall;

Thence running North 73° 05' 52" East a distance of 221.2 feet along said Brush Road to a stake and stones ("Point A");

Thence running in a general northeasterly direction along land now or formerly of Rothwell to the beginning of a stone wall, said stone wall being North 87° 46' 17" East, a tie distance of 1209.6 feet from Point A (said last-described course partially running along said Brush Road);

Thence running North 62° 14' 30" East a distance of 119.9 feet along said Brush Road to a point on said stone wall;

Thence North 61° 47' 42" East a distance of 674.8 feet along said Brush Road to a drill hole at the intersection of stone walls at the corner of said Brush Road and said Sixth Range Road;

Thence turning and running North 43° 44' 13" West a distance of 172.1 feet along said Sixth Range Road and partially along said stone wall to the beginning of another stone wall;

Thence running North 41° 37' 11" West a distance of 286.1 feet along said Sixth Range Road to the end of said stone wall;

Thence North 41° 20' 26" West a distance of 98.3 feet along said Sixth Range Road to the beginning of another stone wall;

Thence North 40° 55' 10" West a distance of 265.8 feet along said Sixth Range Road to the end of said stone wall;

Thence North 40° 59' 26" West a distance of 291.7 feet along said Sixth Range Road to the beginning of another stone wall;

Thence running North 40° 06' 30" West a distance of 228.4 feet along said Sixth Range Road to the end of said stone wall;

Thence running North 41° 37' 53" West a distance of 71.8 feet along said Sixth Range Road to the point of beginning.

Containing 80.32 acres, more or less, according to the Plan.

Being the same premises conveyed by Warranty Deed of Frederick B. Whittemore to Pembroke Timber LLC dated June 25, 2004, and recorded at Book 2673, Page 134 of the Merrimack County Registry of Deeds.



THIS IS NOT HOMESTEAD PROPERTY.

EXECUTED this 24th day of June, 2014.

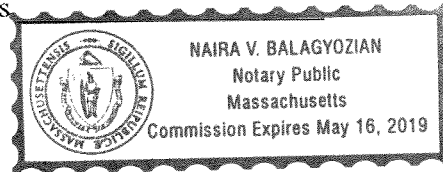
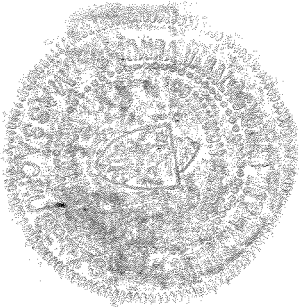
PEMBROKE TIMBER LLC

By: [Signature]  
Name: JONATHAN P. SCHWARTZ PRESIDENT  
MATRIX MANAGEMENT SERVICES, MEMBER  
Duly authorized

STATE OF MA  
COUNTY OF Middlesex

On this the 24th day of June, 2014, before me, the undersigned officer, personally appeared the above named Jonathan Peter Schwartz of Pembroke Timber LLC, a New Hampshire Limited Liability Company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]  
Notary Public/Justice of the Peace  
Print Name: _____  
My Commission Expires _____



# 9256 Recorded Nov. 3, 10:48 A.M., 1986

Attest: Kathi L. Quay, Register.

I certify that this survey plat shows the property lines that are the lines of existing ownerships and that the lines of streets and ways shown are those of public or private streets or ways already established and that no new lines for division of ownership or for new ways are shown.

Date: October 22, 1986

n/f  
COFRAN  
Bk 426 - Pg 427

n/f  
MARSHALL  
Bk 1464 - Pg 176

MERRIMACK REGISTRY Bk 693 - Pg 403  
" 703 - " 481  
" 330 - " 248  
PROBATE 18147

Bk 307 - Pg 171  
PROBATE 17552

80.32 acres

n/f  
TERRY  
Bk 462 - Pg 382, 383  
" 529 - " 261

n/f  
SAEGERT  
Bk 1245 - Pg 392

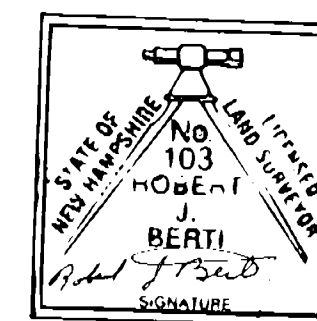
n/f  
ROTHWELL  
Probate 57236

n/f  
SHOEMAKER  
Bk 1272 - Pg 770

n/f  
MAYO  
Bk 661 - Pg 103

NOTES:

- HEMLOCK HILL ROAD is described by deed as the Third Range Road. The Third and Fifth Range Roads are also listed as the Fourth and Sixth Range Roads on some town maps.
- LAKEMAN ROAD is also called Brush Road and Cross Road.
- Both the Lakeman and Fifth Range Roads are Class VI. (1986)
- Road frontage totals 3742.2 ft on Lakeman Rd. and 1414.2 ft on Fifth Range Rd.
- Traverse based on Compass & Tape Survey with accuracy at 1:3100



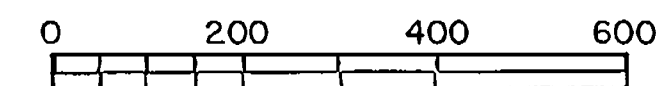
ORIGINAL NOT SUITABLE  
FOR PROPER REPRODUCTION

BOUNDARY SURVEY  
MILLS - LAKEMAN LOT  
WEST SIDE of the FIFTH RANGE Rd.  
PEMBROKE N.H.

OWNED BY  
Patriot Investment Company  
4 Park Street Concord N.H.

SURVEY BY  
FORECO: Forest Resource Consultants  
Box 161 Contoocook, N.H.  
T. Hahn, T. Natti, R. Klemarczyk, R. Bertl

OCTOBER 1986



1" = 200'

Plat No. 9256

## **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 at 522-578 Range Road, in the Town of Pembroke, County of Merrimack, 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 Z3 – Pembroke, 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 Central Regional Planning Commission's goals of preserving open space outside the urban growth boundary to limit growth and promote wetland conservation, including protection of wetlands and wetland buffers;
- 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. To maintain or enhance the water quality and aquatic and wildlife habitat of the ground and surface water resources including wetlands, vernal pools, perennial streams, beaver pond/marsh, riparian areas, aquifers and ponds on the Property;
- F. To protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas;
- G. To permit recreational, scientific, and educational activities on the Property including, but not limited to, hiking, hunting, fishing, camping, cross country skiing, snowshoeing and horseback riding consistent with the terms and conditions herein; and
- H. 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 which includes the potential of rare species habitat, which are known to exist within one (1) mile of the Property, and the long-term protection of the Property's capacity to produce economically valuable forestry products, including timber, pulpwood, and other forest products.

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

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

## 2. USE LIMITATIONS

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

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

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

ii. Requirements for Forestry:

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



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

The Management Plan shall not permit the Grantee to interfere with the Grantor's reserved rights set forth in Section 3.G. and Section 3.H. hereof.

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

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

C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the Forestry, Reserved Transmission Line Rights (as hereinafter defined in Section 3.G.), conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a

road, dam, fence, local utility distribution line, bridge, culvert, wildlife viewing platform, maple sugar house, welcome center, nature center, portable bathrooms or a small unpaved parking lot as shown on the Plan or in the Report to facilitate public access to the Property; and ii) not detrimental to the Purposes of this Easement. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, mobile home, cabin, barn, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.

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

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

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

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

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

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

H. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.A. 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. Notwithstanding the limitations imposed by this Section, Grantor shall be specifically permitted to gate the Property to prohibit access thereto by motorized vehicles (including, but not limited to, vehicles, snowmobiles, motorized bikes and small all-terrain vehicles) to prevent illegal dumping.

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

### **3. RESERVED RIGHTS**

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

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

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

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

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

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

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

G. Grantor's Reserved Transmission Line Rights.

- i. Notwithstanding the restrictions set forth in Section 2 hereof, the Grantor hereby excepts and reserves to itself, its successors and assigns forever, the following exclusive and perpetual rights and easements (the "Reserved Transmission Line Rights") over, under, in and on a 200-foot wide right of way (the "Transmission Line ROW"), as shown on the Plan or as relocated pursuant to a survey, as required by any governmental permit approval, or at the sole discretion of Grantor if unforeseen natural conditions or events require the relocation of the Transmission Lines (as hereinafter defined), to be exercised in compliance with all applicable federal, state and local laws, rules, regulations and permits:
  - a. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground transmission lines for electricity, including, without limitation, one or more poles, towers, wires, cables, conductors, ducts, transition stations, manholes and other equipment, structures, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric service (the "Transmission Lines"), in the Transmission Line ROW currently existing or to be created as set forth herein. In the event a Transmission Line ROW does not currently exist on the Property, prior to any use of the Property for the Transmission Lines, the parties shall create a Transmission Line ROW, no more than two hundred (200) feet in width, and in a location to be determined at the sole discretion of Grantor and consistent with all applicable federal and state permits and approvals governing the siting and permitting of the Transmission Lines and to be documented as to location by a survey;
  - b. The right to provide electric services to customers by means of the Transmission Lines and any other facilities installed by the Grantor, over, under, in and on the Transmission Line ROW from time to time;
  - c. The right to install, maintain, repair, upgrade and replace (i) any type of fencing, gates,

- equipment enclosures and any type of security system in any locations in any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights, among other things, to protect and secure the Transmission Lines and any and all of the Grantor's systems and facilities; and (ii) monuments and signs appropriate to locate the boundaries of the Easement and the Transmission Line ROW;
- d. The right to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth from any areas of the Transmission Line ROW utilized pursuant to or affected by the Reserved Transmission Line Rights and which in the sole opinion of the Grantor may interfere with the exercise of the rights herein reserved or create a hazard to the systems and facilities now or in the future constructed by the Grantor within said areas;
  - e. The right to control the growth of trees, limbs, branches, underbrush and other growth in the Transmission Line ROW by the use of chemicals or other means; the right to burn or otherwise dispose of all wood or brush cut in the performance of this right; and the right to remove "danger trees" pursuant to NH RSA 231:145.
  - f. The right to remove any structures on, at, above or below grade within or projecting into any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
  - g. The right to enter upon, travel and transport personnel, materials and equipment, including by motorized vehicles, over and across the Property to the extent reasonably necessary for access to the areas of the Transmission Line ROW, and for such purposes, to construct, maintain, repair and/or replace necessary roads or access ways or related rights-of-way;
  - h. The right to grade, excavate, fill or otherwise improve any areas of the Transmission Line ROW utilized pursuant to the Reserved Transmission Line Rights;
  - i. The right to restore, remediate, monitor and maintain the Property as authorized and/or required pursuant to any federal, state or local permits issued to the Grantor;
  - j. The right to erect, install, construct, repair, maintain, rebuild, upgrade, uprate, replace, expand, relocate, inspect, operate and remove aboveground and/or underground utilities, communication lines, water lines, and drain lines, necessary or appropriate for the construction, operation, repair, replacement, upgrade or maintenance of the Transmission Lines;
  - k. The right to exclude the general public from the Transmission Line ROW; and
  - l. The right to enforce the covenants of the Grantee, as set forth below.
- ii. By acceptance of this conveyance, the Grantee, for itself and its successors and assigns, hereby further agrees, as a covenant running with the land, that except upon the prior written consent from the Grantor and the Third Party Holder:
    - a. No buildings or structures shall be constructed or materials or vehicles permanently or temporarily stored within the Transmission Line ROW;
    - b. No grading, excavating, filling or flooding shall be performed within the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights;
    - c. No trees or other plantings which might adversely affect the Grantor's Transmission Lines, facilities or systems shall be placed within or near any areas of the Transmission Line ROW utilized pursuant or subject to the Reserved Transmission Line Rights; and
    - d. No use shall be made of any areas of the Transmission Line ROW utilized pursuant or



subject to the Reserved Transmission Line Rights which, in the opinion of the Grantor, may interfere with the rights herein reserved or may create a hazard to the Transmission Lines and/or the facilities now or in the future installed by the Grantor within the Transmission Line ROW.

- iii. Both Grantor, by its granting of the Easement subject to the Reserved Transmission Line Rights, and Grantee, by its acceptance of same, hereby acknowledge and further agree for themselves and their respective successors and assigns as follows:
  - a. That the Reserved Transmission Line Rights are intended to be permanent commercial easements in gross for the benefit of Grantor, its successors and assigns, and are to be fully apportionable and fully assignable and/or transferable, all or in part;
  - b. That the Grantee further agrees that nothing shall be attached to the property of the Grantor installed by virtue of the Reserved Transmission Line Rights except such things as are placed thereon by the Grantor, or are required by law;
  - c. In connection therewith, that Grantee hereby agrees that, upon request by Grantor, it shall assist Grantor, at Grantor's cost, under Grantor's reasonable direction, in obtaining (and shall not oppose, directly or indirectly, Grantor from obtaining) all permits, licenses, exemptions, waivers and other forms of approvals necessary and appropriate for Grantor's exercise of the Reserved Transmission Line Rights;
  - d. That the Grantee also agrees that no cessation of use or operation for any period of time of all or any portion of the Reserved Transmission Line Rights or any areas of the Transmission Line ROW utilized by Grantor pursuant to said rights shall be deemed an abandonment thereof resulting in the termination of any aspect of the Reserved Transmission Line Rights or of the easements or uses relating thereto, unless the holder of same at the time of such cessation of use or operation releases to Grantee, in a written instrument in recordable form, its particular right in the Reserved Transmission Line Rights, easements or uses;
  - e. That the Reserved Transmission Line Rights include any and all uses and activities reasonably necessary, in Grantor's judgment, to allow full exercise by the Grantor of the Reserved Transmission Line Rights, whether or not such uses and activities are specifically enumerated herein; and
  - f. That the Reserved Transmission Line Rights include any and all existing interests, easements, rights, other encumbrances and/or uses affecting the Property as of the date hereof.
- iv. In construing the language of this instrument, any references to "Grantor" and "Grantee" shall also include their respective successors and assigns, it being the intent of the parties that the rights, interests, easements and obligations of the parties herein shall run with the land and be permanent in nature; in addition, the Reserved Transmission Rights are the products of negotiations between the Grantor and Grantee, with advice of counsel, and, as a result, any ambiguities shall not be construed against the draftsman.
- v. In the event of any conflict or ambiguity between the Use Limitations and the Reserved Rights or the Reserved Transmission Line Rights, the Reserved Rights and the Reserved Transmission Rights shall control.

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 Twenty-Four Thousand Three Hundred Forty-Four and 44/100 Dollars (\$24,344.44), 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 situate in Pembroke, Merrimack County, New Hampshire, more particularly described as follows:

A certain tract or parcel of land, together with any improvements thereon, located in Pembroke, Merrimack County, New Hampshire, shown on a plan of land entitled "Boundary Survey, Mills-Lakeman Lot West Side of the Fifth Range Road, Pembroke, N.H. owned by Patriot Investment Company, prepared by FORECO: Forest Resource Consultants, dated October, 1986, recorded with the Merrimack County Registry of Deeds as Plan No. 9256 (the "Plan"), which tract is referred to in the Town of Pembroke Assessor's Records as Map 260, Lot 39, and is more particularly described as follows:

Beginning on the westerly sideline of the road shown on the Plan as Fifth Range Road but now known as Sixth Range Road, so-called, at an iron rod set in a stone pile, said iron rod being the northeast corner of the herein-described premises;

Thence running South 62° 42' 47" West a distance of 1427.5 feet along land now or formerly of Cofran to a 7" diameter red maple tree and a wire fence;

Thence running South 71° 50' 52" West a distance of 321.6 feet along land now or formerly of Marshall and along a wire fence to the beginning of a stone wall;

Thence running South 70° 16' 10" West a distance of 193.2 feet along said Marshall land to the end of said stone wall;

Thence running South 71° 03' 25" West a distance of 490.3 feet along said Marshall land and along a wire fence to the beginning of another stone wall;

Thence running South 70° 43' 20" West a distance of 544.5 feet along said Marshall land and along said stone wall to an intersection of stone walls;

Thence turning and running South 03° 15' 54" East a distance of 83.6 feet along land now or formerly of Terry to a point on said stone wall;

Thence running South 24° 45' 37" East a distance of 74.4 feet along said Terry land to a point on said stone wall;

Thence running South 07° 15' 24" East a distance of 88.2 feet along said Terry land to a point on said stone wall;

Thence running South 12° 35' 55" West a distance of 190.2 feet along said Terry land to a point on said stone wall;

Thence running South 07° 37' 26" East a distance of 165.6 feet along said Terry land to a point on said stone



wall;

Thence running South 15° 55' 11" East a distance of 301.4 feet along said Terry land to an intersection of stone walls on the northerly sideline of the road shown on the Plan as Lakeman Road but also known as Brush Road, so-called;

Thence turning and running North 71° 00' 56" East a distance of 109.2 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 08' 23" East a distance of 592.1 feet along said Brush Road to a point on said stone wall;

Thence running North 70° 55' 24" East a distance of 410.9 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 16' 25" East a distance of 221.7 feet along said Brush Road to a point on said stone wall;

Thence running North 71° 54' 33" East a distance of 182.8 feet along said Brush Road to the end of the said stone wall;

Thence running North 73° 05' 52" East a distance of 221.2 feet along said Brush Road to a stake and stones ("Point A");

Thence running in a general northeasterly direction along land now or formerly of Rothwell to the beginning of a stone wall, said stone wall being North 87° 46' 17" East, a tie distance of 1209.6 feet from Point A (said last-described course partially running along said Brush Road);

Thence running North 62° 14' 30" East a distance of 119.9 feet along said Brush Road to a point on said stone wall;

Thence North 61° 47' 42" East a distance of 674.8 feet along said Brush Road to a drill hole at the intersection of stone walls at the corner of said Brush Road and said Sixth Range Road;

Thence turning and running North 43° 44' 13" West a distance of 172.1 feet along said Sixth Range Road and partially along said stone wall to the beginning of another stone wall;

Thence running North 41° 37' 11" West a distance of 286.1 feet along said Sixth Range Road to the end of said stone wall;

Thence North 41° 20' 26" West a distance of 98.3 feet along said Sixth Range Road to the beginning of another stone wall;

Thence North 40° 55' 10" West a distance of 265.8 feet along said Sixth Range Road to the end of said stone wall;

Thence North 40° 59' 26" West a distance of 291.7 feet along said Sixth Range Road to the beginning of another stone wall;

Thence running North 40° 06' 30" West a distance of 228.4 feet along said Sixth Range Road to the end of said stone wall;

Thence running North 41° 37' 53" West a distance of 71.8 feet along said Sixth Range Road to the point of beginning.

Containing 80.32 acres, more or less, according to the Plan.

SUBJECT TO the following:

- 1) Rights and easements granted by Laurence F. Whittemore to Public Service Company of New Hampshire, dated December 26, 1954, and recorded with said Registry of Deeds at Book 745, Page 79 and Book 745, Page 81, insofar as the same may affect the subject premises, if at all.
- 2) Recitation that "the roads described above as Fifth Range Road and Lakeman Road are shown on the Plan as being Class VI highways, and thus are subject to gates and bars" as noted in the Quitclaim Deed conveyed by Charles F. Whittemore et al., d/b/a Patriot Investment Company to Frederick B. Whittemore dated March 8, 1990, and recorded with the Merrimack County Registry of Deeds at Book 1833, Page 1829.
- 3) Land use taxation lien as set forth in the instrument recorded with said Registry of Deeds at Book 1331, Page 492, and any land use change tax together with any interest and penalties thereon, which may become due pursuant to New Hampshire RSA 79-A:7.
- 4) Such state of facts, including a right of way 150 feet in width in favor of Public Service Company of New Hampshire, as are disclosed on the plan recorded with said Registry of Deeds as Plan No. 9256.

Meaning and intending to describe the same premises conveyed to Renewable Properties, Inc. by Warranty Deed of Pembroke Timber LLC dated June 24, 2014, and recorded at Book 3447, Page 174 of the Merrimack County Registry of Deeds.

**Attachment B**  
**Eversource Land Trust Letter**



## Land Trust

April 14, 2016

Mr. Robert Clarke  
Eversource Energy  
Director Transmission Business Operations  
780 North Commercial Street  
Manchester, NH 03101

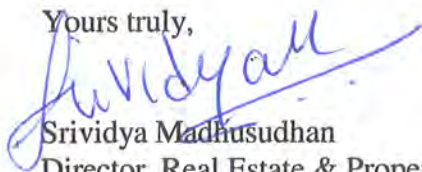
Dear Mr. Clarke:

We have reviewed the mitigation package prepared by Northern Pass Transmission, LLC and Public Service Company of New Hampshire dba Eversource Energy for their joint application to the New Hampshire Site Evaluation Committee for a Certificate of Site and Facility.

I can confirm that the Eversource Land Trust, Inc. (ELT) is willing to hold a conservation easement on the parcels of land identified in the mitigation package. Final sign off on the conservation easement deeds will, of course, have to await (1) final approval for the mitigation package from state and federal resource agencies, and (2) negotiation of the specific terms of each conservation easement.

I look forward to working with you in finalizing this effort.

Yours truly,



Srividya Madhusudhan  
Director, Real Estate & Property Management

## **Attachment C**

### **Best Management Practices:**

#### **ROW Vegetation Management in Pitch Pine/Scrub Oak Barrens Habitat**

**BEST MANAGEMENT PRACTICES:**  
**ROW Vegetation Management in Pitch Pine/Scrub oak Barrens Habitat**

Pitch pine-scrub oak Barrens (hereafter “Barrens”) are among the rarest and most endangered ecological communities in the United States. They occur most frequently on glacial deposits such as outwash plains and large river deltas and are characterized by acidic, sandy, nutrient-poor, excessively drained soils. They are fire dependent, fire prone and threatened by the exclusion of fire and residential/industrial development.

Barrens that support the greatest number of protected plant and animal species are open shrublands with an open canopy of pitch pine and tree oaks and a variable understory cover comprised of a mosaic of scrub oaks, huckleberry, other heaths and herbaceous plants. Grasslands and heathlands are frequently intermixed with Barrens. Among other state-listed species, there are several species of butterflies and moths that depend on scrub oak/pitch pine habitats, and some of these Lepidoptera require extensive areas with enough larval food plants or successional stages to support their populations long-term. One of these species, Karner blue butterfly, was listed federally and by the state of New Hampshire as an endangered species in 1992.

Karner blue butterflies have two broods per year. In early to mid-April the first brood of Kbb eggs hatch, after over-wintering in the leaf litter at the base of wild lupine plants. The larvae, or caterpillars, only eat the leaves of wild lupine. Adults of this first brood are in flight from the end of May through June, and lay eggs on wild lupine or grasses near lupine. Eggs laid by these adults hatch almost immediately and the second brood adults are in flight during early to mid-July. The eggs laid by this second brood overwinter on the vegetation under the snow. In locations that support them, Karner blue butterflies are present in the vicinity of lupine in the egg, larval, pupal, or adult stages throughout the calendar year.

Experimental evidence suggests that wild lupine growing in shade provide higher quality food for Karner blue butterfly larva, but may not flower or set seed. Shade-grown wild lupine may be particularly important to the second brood as plants that set seed may senesce before the second brood pupates. However, patches that do not set seed may eventually die out. A shifting vegetation mosaic that provides a balance between closed and open-canopy habitats is essential for the maintenance of large viable populations of wild lupine that Karner blue butterflies depend on. Additionally, adults nectar on a wide variety of herbaceous plants and woody plants, many of which require open or part-shade habitats as well.

Habitat suitable for Karner blue butterflies also supports a variety of other listed lepidopteran species with similar habitat requirements. These habitats have been lost throughout the butterfly’s range as a result of land development and lack of natural disturbance, primarily wildfire. Such disturbance helps maintain the butterfly's habitat by setting back succession and, encouraging the growth of lupine and other flowering plants.



Transmission lines have been managed with repeated mowing which mimics these disturbances and has resulted in the creation and maintenance of important Barrens refugia that would disappear without continued utility company vegetation management.

### **Management Goal**

The management goal of this BMP is to minimize impact as well as to maintain a diverse early-successional Barrens community supportive of federal and State-listed species and other species of conservation concern, while simultaneously achieving the goals of utility rights-of-way management (i.e. safe, reliable power). Vegetation mowing in KBB habitat has the potential of a Take. Following the practices set forth in this BMP will address this potential Take by providing a net benefit to KBB.

Ideally, utility vegetation management will create and maintain a diverse Barrens community, with up to 50% cover of scrub oak, patchily distributed throughout the right-of-way. Depending on the site, areas between scrub oak patches will consist of a mix of grassy patches and areas dominated by low-growing herbaceous plants and shrubs (e.g. wild lupine, blueberry, and huckleberry). Over time, this management regime may lower the density of tree species that can conflict with the operation of the transmission facilities in the ROW, and increase low maintenance scrub/heath communities potentially resulting in less impact during maintenance efforts and cost-savings. If done appropriately, managing the Barrens vegetation will result in a healthier Barrens Habitat for the federal and state-listed species that depend upon this ecological community type.

To meet the management goal described above, the following objectives will be met:

1. Reduce/eliminate Pitch Pine cover and height;
2. Reduce species that interfere with transmission line maintenance objectives;
3. Manage to attain and maintain scrub oak cover to approximately +/-40-50% patchily distributed (see diagrams);
4. Reduce the height and age of the existing scrub oak by seeking, over time, to eliminate most scrub oak plants over eight (8) feet in height, because many listed Lepidoptera prefer oak leaves from young trees.
5. Encourage grasses, forbs, scrub and heaths, while maintaining adequate scrub oak cover.
6. Additionally, lepidoptera species depend on a variety of plants, including wild lupine and New Jersey tea (*Ceanothus americanus*), which are both nectar and forage plants. Management considerations should include maintaining suitable conditions for these two important species as well as a diversity of other plants to provide nectar and forage.

### **Treatment Cycles**

The treatment practices listed below will be used to meet the objectives listed above. The treatment cycles will be set at a three to four-year interval as the remaining sections of the right-of-way will require mowing of taller stems at that time.

## **Treatment Practices**

When managing scrub oak, the following treatment practices must be implemented within sections of ROW indicated as “Barrens Habitat” or “Habitat for the Karner Blue Butterfly” (KBB) on maps and/or shapefiles provided by the New Hampshire Fish and Game. In accordance with approved vegetation management plans, vegetation control will use a combination of manual cutting and/or mowing (for the immediate future) in Barrens following the guidelines below:

### ***General Guidelines:***

1. There are no restrictions on the species of woody vegetation (tall growing trees) or noxious vegetation including invasive species in the Barrens or habitat areas that are removed;
2. All target vegetation, including scrub oak, may be managed as needed to maintain clearance around structures, guy points and access roads, most notably Transmission Vegetation Management (TVM) standards must be maintained in the wire zone;
3. If necessary to cut during the next treatment cycle, alternate cut scrub oak patches (maintaining the end result of +/- 40-50% coverage);
4. Perform all work outside active or growing season (e.g. after November 1) for manual cutting and preferably when snow cover is 2 feet for mowing;
5. During the growing season and one month prior to the mowing, meet with NH F&G and USFWS to review possible KBB areas and/or other known sensitive natural resources (e.g., hognose snake hibernacula) and flag these areas to be hand cut and not mowed with minimal ground disturbance;
6. Minimize direct impacts to the Karner blue butterfly, by limiting the use of heavy equipment in areas occupied by lupine.

### **Estimating Scrub Oak Cover within the Management Unit**

The first action to be employed is to visually estimate the percent cover of scrub oak within the one pole-span management unit. To do so, walk through each ¼ pole span within the unit and record the % cover of scrub oak and the % cover of scrub oak >8 ft tall within each of the four ¼ pole-spans within the management unit.

### ***Mechanical Only Treatments:***

1. Up to 50% of the scrub oak present within the one-span management unit may be cut or mowed during a given treatment cycle. It is recommended that taller, older scrub oak plants be targeted for cutting (particularly scrub oaks >8ft tall). It is recommended, though not required, that the scrub oak be cut in patches to create a mosaic of scrub oak of varying ages/heights throughout the management unit (see graphic).
2. All target vegetation, including scrub oak, may be managed as needed to maintain clearance around structures, guy points and access roads.
3. Do not mow interstitial grassland and heath patches, except when the patches are too small to avoid in areas of dense, over scrub oak.

4. During the next treatment cycle (i.e. 3-5 yrs later) up to 50% of the scrub oak present may be cut, with an effort made to cut the taller, older scrub oak that was not cut during the previous treatment cycle.

### **Data Collection & Reporting**

As described above, the pretreatment scrub oak cover will be estimated for each  $\frac{1}{4}$  span section of the one-span management unit. The cover of scrub oak >8 ft high will also be visually estimated. During and after treatment, the manager should record the estimated percentage of scrub oak treated mechanically. In addition, a rough sketch should be prepared showing the approximate distribution of the scrub oak patches/areas that were treated. This will facilitate treating the scrub oak on a rotation if the utility company elects to treat scrub oak during a subsequent treatment cycle. This information will be reported to the NHESP and USFWS on an annual basis along with other basic information including the locations and dates of treatment, and names of contractors and project managers.