

**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, portable bathrooms or the 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 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. This provision includes the right to construct, relocate and maintain, or allow to be constructed, relocated and maintained, on the Property the 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, except that no such trails shall be located in the wetlands, which approximate locations thereof are delineated in the Report. Grantor further reserves the right, and to allow others the right, to maintain and use the existing unpaved parking area 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.

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

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

## **7. RESOLUTION OF DISAGREEMENTS**

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

other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

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

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

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

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

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

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

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly

said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.

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

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

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

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

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

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

fees in defending the action.

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

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

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

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

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

## **10. AMENDMENT**

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; notification is given to the New Hampshire Attorney General's Office at least thirty (30) days prior to the adoption of the amendment; consent of the Third Party Holder; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the 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.