Before the New Hampshire Site Evaluation Committee

Docket No. 2015-06

Joint Application of Northern Pass Transmission LLC ("NPT") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource") for a Certificate of Site and Facility for the Construction of a New 1,090 MW Electric Transmission Line

Motion to Intervene

I (We) Kevin Spencer, 161 Sullivan Road, Stark, NH 03582-6451, respectfully request to intervene in the captioned docket.

Memorandum in Support of Motion

I (We) own a property at 338 Percy Road, Stark, NH 03582-6451. The property is encumbered by an easement that NPT and Eversource have applied for a Certificate of Site and Facility for the construction of high voltage transmission infrastructure for the importation of electricity from Canada. The easement(s) is (are) attached hereto.

NPT and PSNH do not have the right to a Certificate of Site and Facility on the easement described above because the easement did not grant such rights to PSNH or NPT. I (We) own the rights.

I (We), therefore, request that we be granted the right to intervene in this docket.

Respectfully submitted,

Kevin Spencer
161 Sullivan Road
Stark, NH 03582-6451
603-449-2337
kkspencerbwi161@gmail.com
Certificate of Service

I certify that service of this filing was made pursuant to Site 202.07 on all parties on the service list this 15th day of January, 2016.

Kevin Spencer
That Stella A. Lunn of Stark County of Coos in the State of New Hampshire (hereinafter called the grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and the State of New Hampshire (hereinafter called the grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the grantee, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across a strip of land 150 feet in width being a part of the lands owned by the grantor in the town of Stark and county of Coos, bounded and described as follows:

Lots 131, and 130 and 143 in Stark, N. H.

*Being a part of the same premises described in deed of Luther C. Baldwin to Stella Lunn dated August 27, 1926 and recorded in the Coos County Registry of Deeds, Book 237 Page 335.

Said 150 foot strip of land across the above described premises shall extend 75 feet on each side of a center line bounded and described as follows:

Beginning at a point in the fence on the easterly boundary of Grantor's land at land of the Brown Company, said point being six hundred six feet (606') northerly along the fence from the north bank of the Ammonoosuc River thence running due west three thousand fifty-nine feet (3059') to the westerly boundary at land of Percy Summer Club.

* Above described deed gave title to one-half interest in premises. Other one-half interest acquired in deed of Elliott Hospital to Stella Lunn, dated August 27, 1926, and recorded in the Coos County Registry of Deeds, Book 237, Page 334.

This conveyance shall include (1) the right to cut, trim and remove all trees and underbrush, and to remove all structures or obstructions, which are now or may hereafter be found within the limits of the above described right of way strip and (2) the right to remove from the premises of the grantor above described such trees as in the judgment of the grantee may interfere with or endanger said lines or their operation.

All timber and wood cut by the grantee hereunder shall remain the property of the grantor; but the grantee, by accepting this deed, agrees to cut said timber into 12-14-18 foot lengths and said wood into 4 foot lengths.

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

To have and to hold to the grantee, its successors and assigns forever.

The grantor covenants and agrees that she has full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the lawful claim and demands of all persons.

WITNESS my hand and seal this 24 day of May, 1946

In the presence of

R. Emerg. Smith

Stella A. Lunn

The State of New Hampshire

Coos SS.

May 24, 1946

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

Before me.

R. Emerg. Smith

Notary Public

My Commission Expires Jan., 1950

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

Before me.

Justice of the Peace

Notary Public

For value received, I, Hugh A. Cole of Stark, New Hampshire, hereby release the within described premises from the lien of a mortgage to it dated November 8, 1933, recorded in Coos County Registry of Deeds, Book 278, Page 57.

/s/ H. A. Cole S. A. Lunn
Hugh A. Cole

Received Aug. 27, 9 AM 1946

Examined, ATTEST:

Thomas Moran Murphy, Register