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 STEPHEN J. JUDGE
 STEPHEN L. BOVD
 GREGORY M. SARGENT
 ALISON M. MINUTELLI
 MICHAEL J. TIERNEY
 PIERRE A. CHABOT

December 30, 2009

ORIGINAL

N.H.P.U.C. Case No.	DW 12-254
Exhibit No.	#9
N. Sullivan, S. St. Cyr Jasonka Flamme	
DO NOT DESTROY - ORIGINAL FILE	

Nate Sullivan
 c/o The Yankee Clipper Inn
 1769 White Mountain Highway
 North Conway, NH 03860

Dear Nate:

Enclosed for your files, please find the original Fiduciary Deed which has been recorded in the Carroll County Registry of Deeds.

Thank you.

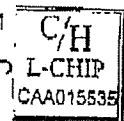
Very truly yours,

Kathy
 Kathleen N. Sullivan

jos
 enclosure

Doc # 0016161 Dec 22, 2009 10:35 AM

John P. Anton
Register of Deeds, Carroll County



Return to:
Kathleen N. Sullivan
Wadleigh, Starr & Peters, P.L.L.C.
95 Market Street
Manchester, NH 03101

FIDUCIARY DEED

Nathaniel Sullivan, as Trustee of the Joseph E. Sullivan, Jr. Revocable Trust of 1998, under Declaration of Trust dated June 30, 1998, with a mailing address of PO Box 479, North Conway, New Hampshire 03860 ("Grantor") for consideration paid, grants to Nathaniel Sullivan, an unmarried man, with a mailing address of 342 Blueberry Lane, Conway, New Hampshire 03818 ("Grantee") with quitclaim covenants:

Two certain tracts or parcels of land, with any improvements thereon, situated on the Westerly side of Blueberry Lane, so-called, in North Conway, Town of Conway, County of Carroll and State of New Hampshire, more particularly bounded and described as follows:

TRACT ONE:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of said Blueberry Lane in the southeasterly corner of Lot #25; thence

North 76° 15' West along the line of said Lot #25 Nine Hundred Eighty-Four and Two-Hundredths (984.02) feet to an iron pin in the southwesterly corner of Lot #25 and in the line of land of the US. Forest Service; thence

South 09° 45' West One Hundred Twenty-Two and Zero Hundredths (122.00) feet to an iron pin in the northwesterly corner of Lot #23; thence

South 75° 45' East Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

North 21° 00' East Seventy-Two and Six Hundredths (72.06) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly by said Blueberry Lane Sixty-Six and One Hundredths (66.01) feet to the iron pin which is the point of beginning.

Containing 2.88 acres more or less. Being Lot #24 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December

BR 2834 PG 0690

1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

TRACT TWO:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway, County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of Blueberry Lane and in the corner of Lot #24; thence

South 21° 00' West Seventy-Two and Six Hundredths (72.06) feet to an iron pin; thence

North 75° 45' West along said Lot #24 Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

South 09° 45' West to an iron pin in the line of the U.S. Forest Service; thence

South 09° 45' West One Hundred Three (103) feet to an iron pin which is the southwesterly corner of the premises herein conveyed; thence

South 73° 27' East One Thousand Twenty-One and Two Hundredths (1,021.02) feet to an iron pin in the southeasterly corner of the premises herein conveyed and in the southwesterly corner of Lot #22; thence

North 21° 00' East along the line of said Lot #22 One Hundred Eighty-Two (182) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly along said Blueberry Lane Thirty-Nine and Two Hundredths (39.02) feet to the iron pin which is the point of beginning.

Containing 3.03 acres more or less. Being Lot #23 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

SUBJECT TO Declaration of Easements and Restrictions, dated September 23, 1975, recorded in said Registry at Book 602, Page 353, and TOGETHER WITH the benefit of all appurtenances thereto. SUBJECT ALSO to Amendment thereto dated June 17, 1976, and recorded in said Records, Book 627, Page 243.

ALSO conveyed to the said Grantee, its successors and assigns, is the right, in common with Kearsarge Building Company, Inc., its successors and assigns, to pass and repass over the access roadways shown on said plan, to which Kearsarge Building Company, Inc. has title. Said access roadways are private roads and it is not intended that such roads shall now or at any future date become town roads; by the acceptance of this deed, the Grantee agrees to pay a pro rata share of the expenses of maintaining and plowing said roadways.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any.

SUBJECT TO the condition and restriction that no chemicals, fertilizers or other hazardous materials be stored on the premises or applied to the ground within the 200-foot radius Sanitary Protective Area (SPA) of Bedrock Well (BRW) 2 as shown on a plan approved by the State of New Hampshire Water Supply & Pollution Control Commission on October 12, 1984, Approval #115964, and amended June 17, 1985, Approval #115964-A, to show change in house and septic tank locations.

Meaning and intending to describe and convey the same premises conveyed to Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998 by Fiduciary Deed of Nathaniel Sullivan, Trustee of The Joseph B. Sullivan, Jr. Qualified Personal Residence Trust, dated July 11, 2006, recorded in Carroll County Registry of Deeds, Book 2548, Page 793. See also Corrective and Confirmatory Fiduciary Deed to Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust dated October 19, 2007, recorded in said Registry at Book 2671, Page 481.

There is no transfer tax due on this conveyance, pursuant to N.H. RSA 78-B:2, XI, transfers that occur by devise or by the laws regulating intestate succession and descent; this transfer is made pursuant to the dispositive provisions of The Joseph E. Sullivan, Jr. Revocable Trust of 1998, dated June 30, 1998.

EXECUTED this 18th day of December, 2009.

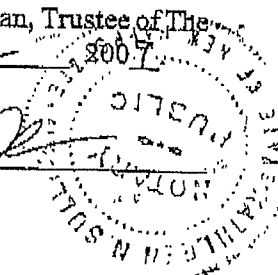
The Joseph E. Sullivan, Jr. Revocable Trust of 1998

By: [Signature]
Nathaniel Sullivan, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

The foregoing instrument was acknowledged before me, Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998, this 18th day of December, 2009.

[Signature]
Notary Public
My Commission Expires:



BK2834PG0692