

Exhibit A



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December 4, 2015

Debra Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

NHPUC DEC04'15 PM 4:27

RE: Docket No. DE 15-464
Public Service Company of New Hampshire d/b/a Eversource Energy

Petition for Approval of Lease Agreement Between Public Service Company of New Hampshire d/b/a Eversource Energy and Northern Pass Transmission LLC

Dear Director Howland:

On November 17, 2015, the Commission issued a secretarial letter in the above-captioned docket that contained the Commission's finding that the petition from Public Service Company of New Hampshire d/b/a Eversource Energy ("PSNH") was "deficient" pursuant to Puc 203.05(b). Puc 203.05(a) sets out specific criteria for "[a]ll petitions and motions" filed with the Commission. In its petition, PSNH provided information and documentation consistent with each criterion in the rule. Nonetheless, the Commission deemed the petition deficient under Puc 203.05(b). Without acquiescing to any such deficiency, PSNH hereby provides the information requested by the Commission including deeds and source easement deeds, as well as the legal basis permitting the leased use and the transferability of the easement rights.

As to the copies of the relevant deeds, given their volume, PSNH has compiled an electronic version that will be provided to the Commission along with this submission. As for printed copies of the deeds, consistent with the Commission's November 17 letter, PSNH has conferred with the Staff and reports that given their volume, Staff has agreed that a single paper copy of the deeds would be sufficient, and Staff supports a waiver of the Commission's rules to the extent necessary to permit filing a single paper copy of the deeds. That copy will be provided on December 7. Additionally, PSNH notes that in preparing the deeds it identified the need for minor corrections to some of the deed references in Appendix A to the lease. A supplement to that appendix will be filed at a later date setting out the minor corrections. PSNH's legal analysis is set out later in this submission. PSNH herein requests that the Commission accept this filing and issue an order of notice commencing the docket.

For clarity, and before addressing the legal analysis, by this letter PSNH also addresses one other issue related to this submission. It is not clear to PSNH for what purpose the Commission has requested this information. In its petition, PSNH clearly stated that the proposed lease is not forbidden by law, and PSNH is not aware of any restriction on its ability to transfer its real estate rights that materially differs from the ability of any other entity to do the

same. To the extent there may arise some dispute or difference of opinion about the extent of PSNH's rights or obligations under one or more of the deeds covered by the proposed lease, resolution of such disputes would be more appropriately handled in the courts, rather than by the Commission. Therefore, PSNH clarifies that by agreeing to provide the requested information, PSNH is not agreeing that the Commission, in fact, has jurisdiction over any decisions relating to the underlying real estate rights as they exist or as they may exist if and when the lease is approved.

The following legal analysis sets out PSNH's position demonstrating that the leased use is permitted under PSNH's easements, and that PSNH's easement rights are transferable by lease to Northern Pass Transmission.

Use Permitted

The proposed use of the Northern Pass line as provided in the PSNH lease is firmly within the scope of the easements at issue and the intended use will not create an unreasonable burden for the servient landowners.

This conclusion is supported squarely by the New Hampshire Supreme Court's decision in *Lussier v. New England Power Co.*, 133 N.H. 753 (1990). In *Lussier*, New England Power Company held easement deeds along an electricity transmission route, and proposed to place within the easement area a third transmission line and a switching station. *Id.* at 755-756.¹ Two owners of parcels comprising the servient estates challenged these actions, arguing that the proposed uses were outside the scope of the existing easements. *Id.* at 755. In analyzing the issue, the Court held "[t]he beginning and end of our inquiry is found in the words of the easement deeds [when] the words of the deed are clear and their meanings unambiguous, there is neither a need to resort to extrinsic facts and circumstances to aid our determination, nor a need to rely on [a] 'rule of reason.'" *Id.* at 756. Specifically, the court analyzed the pertinent language of the deeds which stated as follows:

We, the Grantors, do hereby . . . convey unto the Grantee . . . the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both . . . with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances . . .

Id. at 757. The court held this language to be "clear and controlling" as it "describe[d] the grantee's right to construct as 'perpetual,' [and] . . . made clear that the permitted construction is not limited to just transmission lines, but includes 'all necessary . . . appurtenances' for the transmission of electricity." *Id.* Significantly, the court held:

Contrary to the plaintiffs' argument, nothing in the deeds indicates that the intended use of the easement was to be limited by the

¹ Though not stated expressly by the Court, the *Lussier* case appears to involve the so-called Hydro-Quebec Phase II high voltage direct current line. The Court describes the third transmission line at issue as a 450 kV line placed with 90-foot transmission structure in the middle of the right of way between two other 115 kV lines.

construction or the long and continued use of the two original transmission lines. In fact, we find that the drafters expressly contemplated and provided for future construction and expanded use of the easement.

*Id.*²

As in *Lussier*, the language in the easement deeds for the Northern Pass Transmission project clearly and unambiguously provides for the intended uses, namely the addition of a transmission line, structures, and related appurtenances, as well as any necessary tree clearing. While the form and language of the PSNH easements vary, the deeds all recognize in some fashion the utility's right to build, operate and maintain multiple electric transmission lines and the appurtenances for such lines.

As the Court in *Lussier* also held, the holder of an easement is also required to exercise its rights in a reasonable manner. *Lussier* at 758 (“[T]he parties involved must still act reasonably under the terms of the grant so as not to interfere with the use and enjoyment of each others’ estates.”); see also *Donaghey v. Croteau*, 119 N.H. 320, 324 (1979) (the easement holder “must take care not to exceed the reasonable tolerance that can be expected of the [servient landowners].”). In determining whether a proposed use of an easement is reasonable, “[t]he test to determine the right to make a particular alteration is whether the alteration is so substantial as to result in the creation and substitution of a different servitude from that which previously existed,” and allowing alteration where “the nature of the use did not substantially change.” *Duxbury-Fox v. Shakhnovich*, 159 N.H. 275, 284-285 (2009). For the Northern Pass Transmission project, the unambiguous language of the easement deeds specifically provides for the intended use.

Several courts outside of New Hampshire have found new additional electric transmission lines to be reasonably within the scope of the pertinent easements. In *McGurk v. Connecticut Light and Power Co.*, No. HHD-CV-13-6044598-S, 2015 WL 4098248 (Conn. Super. Ct. June 4, 2015), a Connecticut utility sought to add a second, higher voltage transmission line to a pre-existing right of way, along with additional poles. The owners of the servient estates challenged the project to no avail. Based on analysis of language that closely mirrors the language included in the PSNH easements leased to Northern Pass, the court noted that the deeds “do[] not authorize only a single line of structures, structures of only a certain height, or only transmission lines that operate at a specific voltage. Rather, it authorizes, without limitation, the construction, operation, and maintenance of ‘poles, towers . . . foundations . . . fixtures and appurtenances useful for conducting electricity.’” *Id.* at *7. The court therefore held that “in constructing the second line, [the utility] was exercising legitimately the rights granted to it in the . . . easement[s].” *Id.* at *8. Similar holdings in Vermont, *Farrell v. Vermont Elec. Power Co., Inc.*, 193 Vt. 307 (Vt. 2012) (holding that utility’s addition of transmission line and replacement towers did not result in overburdening), and Illinois, *Talty v. Commonwealth Edison Co.*, 38 Ill. App. 3d 273 (Ill. App. Ct. 1976) (permitting utility to construct replacement line of higher voltage and new towers, finding it did not increase burden on underlying estates),

²In addition to the NH Supreme Court’s decision in *Lussier* affirming the proposed use of the New England Power easement for the new transmission line, the PUC approved the two leases of easement rights to New England Hydro-Transmission Corporation for the Phase II line, one from New England Power Company and a second from PSNH. *New England Hydro-Transmission Corp.*, Order No. 19,058, 73 NH PUC 161 (April 11, 1988).

also serve to bolster the New Hampshire Supreme Court's analysis in *Lussier*, and its applicability to the Northern Pass Transmission project.

Transferability

Each of the easements subject to the PSNH lease is at least a commercial easement in gross and transferable as a matter of law absent any contrary intention set forth in the deed. The New Hampshire Supreme Court has defined easements in gross as follows:

An easement in gross is . . . a nonpossessory right to the use of another's land, but it is a mere personal interest. There is a servient estate, but no dominant estate, because the easement benefits its holder whether or not the holder owns or possesses other land. An easement in gross grants to the holder the right to enter and make use of the property of another for a particular purpose.

Arcidi v. Town of Rye, 150 N.H. 694, 698-99 (2004) (citations and quotations omitted).

As explained in *The Law of Easements & Licenses in Land*, a treatise relied upon by the New Hampshire Supreme Court in *Arcidi*, "American courts initially adopted the position that [easements in gross] could not be transferred. Today, however, courts generally recognize that easements in gross are transferable in certain situations . . ." J. Ely & J. Bruce, *The Law of Easements & Licenses in Land* § 9:4 (September 2015) (footnotes omitted). "The widespread use of easements in gross for such commercial activities as telephones, pipelines, transmission lines, and railroads caused judges to reconsider the rule prohibiting transfer. . . . [T]he modern American view is that commercial easements in gross are freely alienable as a matter of law, unless the instrument of creation provides to the contrary." *Id.* § 9:5 (footnotes omitted).

Numerous other sources of authority confirm the exception for commercial easements in gross. See *Restatement (First) of Property* § 489 (1944) ("Easements in gross, if of a commercial character, are alienable property interests."); *Restatement (Third) of Property (Servitudes)* § 4.6(1)(c) & cmt. b (providing that all "benefit[s] in gross [are] freely transferable" and commenting that, "[a]lthough historically courts have often stated that benefits in gross are not transferable, American courts have long carved out an exception for profits and easements in gross that serve commercial purposes. Under the rule stated in this section, the exception has now become the rule"); 28A C.J.S., *Easements* § 128 (June 2015); *Canova v. Shell Pipeline Co.*, 290 F.3d 753, 757 (5th Cir. 2002) ("At common law, easements in gross were historically presumed to be non-transferable, but the almost universally accepted rule is now that easements in gross taken for commercial purposes, particularly public utility purposes such as railroads, telephone lines, and pipelines, are freely transferable property interests."); *Johnston v. Michigan Consol. Gas Co.*, 60 N.W.2d 464, 468 (Mich. 1953) ("While we are not directed to any cases involving the latter type of easements among our own decisions, we have carefully examined those of our sister States and find that according to the weight of authority easements for pipe lines, telephone and telegraph lines and railroads are generally held to be assignable even though in gross."); *Geffine v. Thompson*, 62 N.E.2d 590, 592 (Ohio App. 1945) ("these interests should be freely assignable wherever it appears that the grantor did not restrict them to a designated person").

At least one New Hampshire decision reflects the historic transferability of commercial easements in gross. In *Cross v. Berlin Mills Co.*, 79 N.H. 116 (1918), a landowner sued a company who had constructed piers and operated a boom in the river opposite the plaintiff's land. The company defended itself by pointing to an assignment of easement rights given by the landowner to an earlier company. The landowner challenged the assignability of the easement rights. The Court held that the easement rights were assignable, placing emphasis on the commercial nature of the rights at issue:

[T]he deed conveyed a valuable and inherent part of the grantor's real estate, which presumably extended to the middle of the river. It invested the grantee with the right to erect and maintain booms therein, and to use the surface of the river for the floating of logs. The right to erect and maintain booms necessarily includes the right to make such use of the bed of the stream as is reasonably necessary for the proper and useful booming of logs—the essential purpose of the grant. If the building of piers in the river, to which the booms may be attached, is reasonably necessary for the purpose of rendering them secure and useful, that right passed by the deed, not merely as a personal accommodation to the grantee, but as a part of the grantor's real estate.

Cross, 79 N.H. at 118.

Compelling public policy reasons support the transferability of commercial easements. As one author explains, “Courts readily acknowledge the distinction between commercial and noncommercial easements in gross when evaluating whether to permit the transfer of public commercial easements in gross. . . . In addition to the policy that traditionally supports the transferability of commercial easement interests, the courts have noted another reason for justifying the free transferability of public commercial easements in gross: the benefit that the easement provides inures to the entire community, rather than to one individual or business.” Alan David Hegi, *The Easement in Gross Revisited: Transferability and Divisibility Since 1945*, 39 Vand. L. Rev. 109, 118-19 (1986) (footnotes omitted). Indeed, this Commission has likewise found the public good benefited by projects involving transfers of commercial easement rights. See, e.g., *EnergyNorth Natural Gas, Inc. d/b/a Liberty Utilities*, Order No. 25,572, 2013 WL 5488735 (September 19, 2013) (concerning petition to construct new natural gas pipeline to service asphalt plant operated by Continental, and stating that Continental had secured all necessary easements which, after the pipeline's construction, would be transferred to Liberty).

Finally, while many of the PSNH easement deeds involve rights expressly granted to PSNH and its “successors and assigns”, the fact that some of the deeds lack the “successors and assigns” language does not preclude assignability. As discussed, the modern view is that commercial easements in gross “are freely alienable as a matter of law, unless the instrument of creation provides to the contrary.” J. Ely & J. Bruce, *supra* § 9:5 (emphasis added). By default, therefore, commercial easements in gross are assignable absent some intent to the contrary. None of the PSNH easement deeds here contains an indication of intent to prohibit assignment of the interests. In New Hampshire, the absence of “assigns” or similar language, which is referred to in real estate law as “words of inheritance”³, is not evidence of intent to withhold

³ See, e.g., *Gephart v. Daigneault*, 137 N.H. 166, 170 (1993).

transferability. Although in the distant past certain outlier decisions may have considered such “words of inheritance” necessary to establish assignability, *see Wilder v. Wheeler*, 60 N.H. 351 (1880) (holding that easement deed to take water could not be assigned without reference to “successor or assigns”), the New Hampshire Supreme Court has more recently confirmed “that the lack of words of inheritance in a deed, devise or trust has no legal effect, nor does it create an inference as to the intent of the parties.” *Burcky v. Knowles*, 120 N.H. 244, 249 (1980). The *Burcky* Court further explained: “Words of inheritance originated with the introduction of the feudal law into England by William the Conqueror. . . . Words of inheritance were never adapted to or suited for the land system of New Hampshire, and never became part of the law of this State.” *Id.*; *see also Glines v. Auger*, 93 N.H. 340, 341 (1945); 6 Am. Jur. 2d *Assignments* § 16 (“[T]he absence of the term ‘assignment’ or the word ‘assign’ in an agreement does not support a finding of an express or implied intention of the parties to prohibit an assignment of the agreement.”); *cf.* RSA 477:24 (“In a conveyance or reservation of real estate, the term ‘heirs,’ ‘assigns’ or other technical words of inheritance or succession shall not be necessary to convey or reserve an estate in fee.”). Accordingly, the deeds subject to the PSNH lease are assignable by default given their commercial nature and the lack of any limitations on transferability set forth in the deeds. For all these reasons, the easements subject to the PSNH lease are transferrable.

Conclusion

As stated at the outset of this submission, PSNH has supplied all information required by the Commission’s regulations and believes its initial filing was fully compliant with the requirements of Puc 203.05(a) and not deficient in any respect. PSNH clarifies that by providing the information identified by the Commission it does not intend to waive any rights it may have to challenge the Commission’s initial decision to declare the petition deficient. Nevertheless, by this submission PSNH has complied with the Commission’s request for additional information and requests that the Commission accept this filing and issue an order of notice commencing the docket.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,



Matthew J. Fossum
Senior Counsel

CC: Service List

Exhibit B

LEASE

Between

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

And

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

April 6, 1987

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L E A S E

This Lease made as of April 6, 1987, by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business in Manchester, Hillsborough County, New Hampshire (PSNH) and NEW ENGLAND HYDRO-TRANSMISSION CORPORATION, a New Hampshire corporation with its principal place of business in Concord, Merrimack County, New Hampshire (the Transmission Company),

W I T N E S S E T H T H A T

In consideration of the mutual covenants and agreements herein contained and certain other valuable consideration, PSNH hereby demises and leases unto the Transmission Company and the Transmission Company hereby takes and leases from PSNH certain electric transmission line rights in a one hundred thirty five foot wide strip of land situated in Hudson and Pelham, in the County of Hillsborough, in the State of New Hampshire and extending approximately eight and four tenths miles from the New Hampshire/Massachusetts state line in Hudson to a right of way of New England Power Company in Hudson, described in Article 1 below.

ARTICLE 1.

DEFINITIONS

1.01 New Hampshire Transmission Support Agreement

"New Hampshire Transmission Support Agreement" means the Phase II New Hampshire Transmission Facilities Support Agreement dated as of

June 1, 1985, between the Transmission Company and certain New England utilities, as amended from time to time.

1.02 The Right of Way.

The "Right of Way" means a one hundred thirty five foot wide strip of land located in Hudson and Pelham, in Hillsborough County, State of New Hampshire, and extending one hundred thirty five feet northerly and westerly of and parallel to a line or extension of a line described as follows:

Beginning at a point marking the southeasterly sideline of the herein described Strip, said point of beginning being located South 72°09'00" East measuring 668.58 feet along the New Hampshire-Massachusetts state line from a bound in the easterly bank of the Merrimack River; thence, running North 43°44'20" East 3,980 feet, more or less, to an angle point; thence, North 65°55'30" East 2,980 feet, more or less, to an angle point; thence, North 79°36'30" East 4,500 feet, more or less; thence, North 50°13'20" East 14,030 feet, more or less, to an angle point; thence, North 05°56'10" East 8,965 feet, more or less, to an angle point; thence, North 10°57'40" East 6,805 feet, more or less, to an angle point; thence, North 35°25'50" East 2,760 feet to a point on the westerly edge of the Transmission Company's electric transmission line easement strip described in a lease dated June 1, 1986, from New England Power Company. Meaning and intending to describe a 135-foot wide strip of land that lies northerly and westerly of and parallel to the southeasterly sideline of the 270-foot wide transmission line easement strip of PSNH.

1.03 The New Hampshire Quebec Facilities

The "New Hampshire Quebec Facilities" means that transmission line built on the Right of Way by the Transmission Company.

1.04 PSNH Line Number 326

PSNH Line Number 326 is a 345 kV transmission line occupying a 135' right of way adjacent to and northwesterly of the Right of Way.

1.05 Financing Agreement

"Financing Agreement" means any bond, note, debenture, mortgage, loan, or other evidence of indebtedness issued, granted, or made by the Transmission Company or by each and any participant who is a successor to the Transmission Company under this lease.

ARTICLE 2.

RIGHTS AND RESPONSIBILITIES

2.01 The Transmission Company's Rights to Use.

The Transmission Company is hereby granted the right and easement to construct, repair, rebuild, operate, patrol, and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles, and towers together with foundations, crossarms, braces, anchors, guys, grounds, and other equipment for transmitting electric current and/or intelligence over, under, and across the Right of Way.

2.02 Rights of PSNH

PSNH has the right to install and maintain anchors, guys and appurtenances and to do the necessary clearing of trees and brush and structures necessary for operation of PSNH Line Number 326 within the Right of Way.

2.03 Right of Way Maintenance

All clearing and vegetation control will be carried out by PSNH. The Transmission Company shall supply specific specification information to PSNH to satisfy its commitments to regulatory agencies and private individuals and may supply supervision to insure that its commitments are carried out. The initial clearing will be completed in accordance with the schedule provided by the Transmission Company. The Transmission Company will be billed for one hundred percent of the initial clearing and chemical treatment necessary for construction and operation of the New Hampshire Quebec Facilities. Fifty percent of all subsequent costs for selective clearing, buffer strip maintenance, and vegetation control, whether mechanical or chemical including appropriate overheads for the total right of way including the Right of Way and the one hundred thirty five foot strip occupied by PSNH will also be the responsibility of the Transmission Company.

2.04 Encroachments

Third party encroachments in the Right of Way will be decided by PSNH according to PSNH's policies. The Transmission Company will be consulted before any encroachments are authorized by PSNH.

2.05 Line Location

The Transmission Company shall locate and operate its line on the Right of Way so that the line will not interfere with the operation of PSNH's lines. PSNH hereby grants the Transmission Company the right to erect structures on a centerline located generally eighty five feet southerly and easterly of the existing PSNH Line 326 centerline and one hundred feet northerly and westerly of the southerly and easterly edge of the two hundred and seventy foot PSNH right of way. The centerline of the northwesterly conductor bundle shall generally not be more than seventeen feet from the centerline of the New Hampshire Quebec Facilities. The minimum spacing between the centerline of adjacent conductor bundles on the New Hampshire Quebec Facilities and the PSNH Line Number 326 shall generally be forty three and one half feet horizontally with conductors in a vertical position (not blown out by wind). This minimum spacing between the centerline of adjacent conductor bundles may be reduced at angle locations where conductor idler arms may be necessary to support conductor loops, subject to the approval of PSNH.

2.06 Availability of Roads

Each of the parties shall have the right to cross and recross the property of the other, including use of construction roads, for their own construction and maintenance activities. The resolution of all complaints or problems arising from the construction or use of construction roads on the right of way shall be the responsibility of the Transmission Company. Washouts or other problems of landowners or

of governmental agencies on the right of way shall be corrected by the Transmission Company and if not resolved within thirty days after notice to the Transmission Company may be corrected by PSNH and the costs shall be paid by the Transmission Company.

2.07 Unauthorized Travel

To the extent permitted by the owner in fee of the land:

a. All access off public roads shall be gated at the edge of the road right of way to prevent unauthorized travel in the Right of Way.

b. The Transmission Company shall take such other measures as may be necessary to prevent such travel.

ARTICLE 3.

COMPENSATION PAYMENTS

3.01 Payment of Compensation

The Transmission Company will duly and promptly pay the compensation hereinafter provided. Commencing on or about the effective date of this lease and on or about the first day of each month thereafter, PSNH will render to the Transmission Company a statement of all compensation for such month due under this lease. The monthly compensation shall be the sum of (a) the monthly rent as computed in Section 3.02, and (b) \$41,300 as compensation for future loss of transmission capacity. If the effective date of this lease is not the first

day of a month, an appropriate proration shall be made for the first payment only.

3.02 Computation of Rent

The monthly rent shall be equal to the sum of:

- (a) the product of (1) 1/12 of the annual Cost of Capital and
(2) the Value of the Right of Way
- (b) 1/12 of the Income and Franchise Tax Expenses, and
- (c) 1/12 of the Municipal Tax Expenses.

No rent shall be paid on the New Hampshire Quebec Facilities.

"Common Equity" means the sum of retained earnings, paid-in capital, common stock, and any premiums on common and preferred stock of PSNH.

"Cost of Capital" means, as of any date, the sum of: (a) the product of (1) PSNH's embedded cost of Included Debt and (2) the percentage that Included Debt, as of such date, is of the Total Capital of PSNH, (b) the product of (1) PSNH's embedded cost of preferred and preference stock and (2) the percentage that preferred and preference stock, as of such date, is of the Total Capital of PSNH, and (c) the product of (1) the Return on Equity and (2) the percentage that Common Equity, as of such date, is of the Total Capital of PSNH.

"Included Debt" means secured debt and unsecured debt having an original maturity of not less than one year.

"Income and Franchise Tax Expenses" means the annual Federal and state income, franchise, and business profits taxes allocable to the PSNH's participation in this lease (grossed up to provide an

amount equal to such taxes) or estimates as close to such taxes as feasible.

"Municipal Tax Expenses" means those annual local taxes, both real and personal, specifically imposed with respect to the Right of Way or estimates as close to such taxes as feasible.

The "Return on Equity" shall be, as of any date, the Return on Equity as defined in the Phase II New England Power AC Facilities Support Agreement, as then in effect.

"Total Capital" means, as of any date, the sum of the Common Equity, the preferred and preference stock, and the Included Debt of PSNH.

"Value of the Right of Way" means the net investment in the Right of Way, including acquisition costs, calculated from the books of PSNH as of the end of the previous calendar year.

3.03 Estimated Amounts

If the statements rendered pursuant to Section 3.01 are based, in whole or in part, upon estimates, these statements will be subject to corrective adjustments in subsequent months. PSNH will use its best efforts to issue the final bill within two years after the end of the calendar year in which the estimated bill was rendered.

3.04 Overdue Compensation

Any compensation that is not paid within 15 days of the date of the statement shall bear interest compounded monthly from the date of such statement to the date when payment is made, at an annual rate

equal to two percent over the interest rate on prime commercial loans (base rate) as from time to time in effect at the principal office of The First National Bank of Boston or the maximum amount permitted by law, whichever is less.

ARTICLE 4.

TERM

4.01 Regulatory Approvals

This lease and all rights, obligations, and performance of the parties hereto are conditioned upon obtaining all necessary regulatory approvals, consents, or other actions of governmental authorities having jurisdiction.

4.02 Effective Date

The effective date and the commencement of the term hereof shall be the date on which construction begins on the New Hampshire Quebec Facilities, including any clearing or other site preparation. If construction has not commenced by December 31, 1990, this agreement shall terminate and be of no force and effect.

4.03 Termination

This lease shall automatically terminate upon the expiration of the term, including any extensions thereof, of the New Hampshire Transmission Support Agreement (which agreement is expected to terminate in 2020, unless extended).

This lease shall also terminate, at the option of PSNH, upon:

A. The failure by the Transmission Company to pay any installment of compensation provided in Article 3 for a period of 30 days after it shall have become due and payable.

B. The expiration of a period of 60 days following:

(i) The adjudication of the Transmission Company as a bankrupt by any court of competent jurisdiction,

(ii) The entry of an order approving a petition seeking reorganization of the Transmission Company under the Federal bankruptcy laws or under any other now existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation, or winding up of corporations on the ground of insolvency, or

(iii) The appointment in any judicial proceeding upon the application of any creditor or creditors of a trustee or receiver of all or a substantial part of the property of the Transmission Company; unless during the 60 day period the adjudication, order, or appointment shall be vacated.

C. The filing by the Transmission Company of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors; the consenting by the Transmission Company to the appointment in any judicial proceeding, upon the application of any creditor or creditors, of a trustee or receiver for all or a substantial part of the property of the

Transmission Company; the filing by the Transmission Company of a petition or answer seeking reorganization, dissolution, liquidation, or winding up of the corporation on the ground of insolvency; or the filing by the Transmission Company of a petition to take advantage of any insolvency act.

D. The happening and continuance beyond any applicable period of grace of any defaults or events of default enumerated in any Financing Agreement.

E. Failure to perform any other covenant or agreement contained in this lease for a period of 30 days following the sending by PSNH by certified or registered mail to the Transmission Company of a written demand that such failure be cured, such failure not having been cured in the meantime.

The exercise of PSNH's option to terminate shall be evidenced by the sending by PSNH of a written notice by certified or registered mail to the Transmission Company.

The Transmission Company shall promptly advise PSNH of the occurrence of any event which would, immediately or after the passage of time, cause or be a cause of automatic or optional termination of this lease as herein before provided.

4.04 Removal of Property

Upon termination of this lease in accordance with Section 4.03 hereof, the Transmission Company, at its sole cost and expense and within six months after the termination, shall remove the New Hampshire Quebec Facilities from the Right of way. If the Trans-

mission Company fails to remove completely the New Hampshire Quebec Facilities within the six month period, the New Hampshire Quebec Facilities shall automatically and without further act by anyone become the property of PSNH free and clear of all encumbrances. In the event the New Hampshire Quebec Facilities become the property of PSNH, it may use them for its own purposes or may remove them, charging all removal costs and expenses to the Transmission Company.

The Transmission company shall promptly upon request execute any document deemed necessary by PSNH evidencing the transfer of ownership provided in this Section 4.04.

ARTICLE 5.

COVENANTS AND ENCUMBRANCES OF PSNH

5.01 Quiet Enjoyment

Subject to the encumbrances enumerated in Articles 2 and 5, PSNH covenants that the Transmission Company, duly paying, performing, and observing all of the covenants, terms, and conditions contained in this lease, shall quietly have, hold, possess, and enjoy the Right of Way, without hindrance or interruption by PSNH or any person claiming by, through, or under PSNH.

5.02 Encumbrances

This lease, and each amendment and supplement thereto, is subject to the liens of, and the terms and conditions contained in:

A. First Mortgage. A First Mortgage dated as of January 1, 1943, and Indentures Supplemental thereto, between PSNH and Maryland National Bank, successor Trustee to Old Colony Trust Company, and recorded, among other places, at the Hillsborough County Registry of Deeds, Book 1047, Page 1.

B. G&R Mortgage. A General and Refunding Mortgage Indenture dated as of August 15, 1978, and Indentures Supplemental thereto, between PSNH and Bank of New England, National Association (formerly New England Merchants National Bank), Trustee, and recorded, among other places, at the Hillsborough County Registry of Deeds, Book 2640, Page 334.

C. Third Mortgage. A Third Mortgage dated as of February 15, 1986, and the Indentures Supplemental thereto, between PSNH and First Fidelity Bank, National Association, New Jersey, Trustee, and recorded, among other places, at the Hillsborough County Registry of Deeds, Book 3470, Page 1.

ARTICLE 6.

MAINTENANCE OF THE LEASED PROPERTIES

6.01 Maintenance of Licenses

The Transmission Company will comply with all laws, rules, regulations, ordinances, and other requirements of any governmental body or officer having jurisdiction relating to the Right of Way. The Transmission Company will make adequate reserves for, and will, subject to Section 6.08 relating to contests, pay and discharge before

the same shall fall into arrears, all taxes, assessments, and municipal and governmental fees, rates, and charges lawfully required to be paid by PSNH or the Transmission Company in respect of the Right of Way and the New Hampshire Quebec Facilities as well as all other debts, liabilities, and charges, which if unpaid, may by law become a lien or charge upon either the Right of Way or the New Hampshire Quebec Facilities. The Transmission Company will exhibit to PSNH, upon request, receipts for, or other satisfactory evidence of, such payments.

6.02 Improper Use

The Transmission Company will not use, keep, or allow to be used, the Right of Way or the New Hampshire Quebec Facilities, or any portion of either for any unlawful purpose. The Transmission Company will not suffer any act to be done or any condition to exist on the Right of Way or any portion thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force on the Right of Way or the New Hampshire Quebec Facilities. The Transmission Company will not allow the storage of material or other matter on the Right of Way except as necessary for and during the time of construction or maintenance of the New Hampshire Quebec Facilities.

6.03 Design of the New Hampshire Quebec Facilities

The Transmission Company shall provide a minimum of fifty five feet of vertical spacing between all conductors and earth, at all

times, on at least one side of the road over all road crossings within the PSNH service territory.

The Transmission Company shall provide a minimum of nineteen feet of vertical clearance at all times over all PSNH transmission and distribution facilities now existing. All crossings of PSNH transmission lines must be approved by PSNH Transmission Line Department before the design is finalized.

6.04 Construction & Maintenance of the New Hampshire Quebec Facilities

The Transmission Company shall notify PSNH by telephone seventy-two hours in advance of any construction or maintenance activity over or adjacent to PSNH distribution or transmission facilities. Notification should include pole numbers, street name, and town or city. Distribution notification shall be directed to the appropriate Division Engineer or to such other person or telephone number as PSNH from time to time has designated by written notice to the Transmission Company. Transmission notification shall be directed to the PSNH Transmission Line Engineer at (603)669-4000 x2406 or to such other person or telephone number as PSNH from time to time has designated by written notice to the Transmission Company.

6.05 Operation and Maintenance

The Transmission Company will not make or suffer, or permit others to make, any strip or waste of the Right of Way.

Except to the extent interrupted by causes beyond its control, the Transmission Company will also continuously conduct and carry on

its usual business and use the Right of Way in an efficient and proper manner, and will, at all times, continue, maintain, extend, renew, and comply with all of its rights, permits, licenses, and franchises, insofar as the same shall continue advantageous or necessary in order to comply with the provisions of this lease.

The Transmission Company shall conduct a base line radio and television interference study before construction and after commencing operation of the New Hampshire Quebec Facilities and provide a copy of the results to PSNH. Any radio or television interference complaints resulting from the construction and operation of the New Hampshire Quebec Facilities shall be investigated by PSNH at the expense of the Transmission Company. Reasonable corrective action shall be taken by the Transmission Company within thirty calendar days of notification.

The Transmission Company shall use its best efforts to expeditiously resolve landowner complaints resulting from construction, operation, or maintenance of the New Hampshire Quebec Facilities. Any reasonable landowner complaints arising from the physical, electrostatic, and/or electromagnetic effects shall be addressed immediately and corrected as soon as a reasonable solution has been devised, provided the complaint is not beyond the Transmission Company's ability to resolve. PSNH shall receive notification of any complaint and its resolution within fifteen days of receipt of the complaint by the Transmission Company and of its resolution.

Conflicts with PSNH facilities created by construction, operation, or maintenance of the New Hampshire Quebec Facilities shall be corrected to the reasonable satisfaction of PSNH at the expense of the Transmission Company.

Each company shall make reasonable efforts to notify the other company and the landowners involved prior to beginning maintenance activities, except in cases of emergencies, in which case notice shall be made as soon as reasonably possible.

6.06 Indemnification

The Transmission Company will protect, defend, indemnify, and save harmless PSNH and its affiliates, officers, directors, employees, and agents from and against all liabilities, obligations, damages, penalties, claims, causes of action at law or in equity, costs, charges, and expenses, including attorneys' fees and expenses, which may be imposed upon, incurred by, or asserted against PSNH by reason of (a) construction, reconstruction, operation, maintenance unless due to the negligence of PSNH, use or removal of the New Hampshire Quebec Facilities, during the term of this lease, (b) any accident, injury, or damage to any person or property occurring on or about the Right of Way, the New Hampshire Quebec Facilities, or any part of either, during the term of this lease, (c) any use, nonuse, or condition of the Right of Way, the New Hampshire Quebec Facilities, or any part of either, during the term of this lease, (d) any claim for the performance of labor or the furnishing of materials or other property in respect of the Right of Way, the New Hampshire Quebec Facilities, or any part of either, and (e) any failure on the part of the Transmission Company to perform or comply with any of the provisions of this lease. In case any claim, action or proceeding is brought against PSNH by reason of any such occurrence, the Transmission

Company at its own cost and expense will, upon PSNH's request, resist and defend such claim, action, or proceeding, or cause the same to be resisted and defended, either by counsel designated by the Transmission Company and approved by PSNH or, where the occurrence is covered by liability insurance and the insurer exercises its rights to defend, by counsel designated by the insurer.

6.07 No Prior Liens

Subject to Section 6.08 relating to contests, the Transmission Company will not create or permit to be created or to remain, and will discharge, any lien, any rights in derogation of PSNH's title to the Right of Way, any encumbrance or charge on account of any mechanic's, laborer's, materialman's, or vendor's lien (including any such lien arising out of or due to labor performed or materials furnished prior to the date of this lease), or any mortgage, chattel mortgage, conditional sale, or title retention agreement, or other encumbrance (unless such be created by PSNH or those claiming through PSNH and not through the Transmission Company), or upon the Right of Way or any part thereof, or upon the Transmission Company's leasehold interest therein, other than upon the New Hampshire Quebec Facilities pursuant to a Financing Agreement relating solely to those facilities. The existence of any mechanic's, laborer's, materialman's, or vendor's lien or right thereto shall not, however, constitute a violation of this Section 6.07 if payment of the sum involved is not yet due under the terms of the contract in question.

6.08 Contests

After notice to PSNH and to the respective Trustees of the First Mortgage, the G&R Mortgage, and the Third Mortgage, the Transmission Company may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity, or application, in whole or in part, of any tax assessment, lien, encumbrance, or charge referred to in Sections 6.01 and 6.07, provided that (a) in the case of any unpaid tax or assessment, such proceedings shall operate to suspend the collection thereof from PSNH or the Right of Way, (b) neither the Right of Way nor any part thereof would, in the judgment of PSNH or any such Trustee, be in substantial danger of being forfeited or lost, and (c) the Transmission Company shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by PSNH or such Trustees.

6.09 Certificate as to No Defaults

The Transmission Company, upon the request of PSNH shall, from time to time and without charge, deliver or cause to be delivered to PSNH, within ten days from date of demand, a certificate duly executed and acknowledged in form for recording, certifying that the obligations of the Transmission Company under this lease are valid and subsisting and in full force and effect and that the Transmission Company is not in default under any of the terms of this lease.

ARTICLE 7.

FUTURE PSNH LINE NUMBER 326 UPGRADE

7.01 Upgrade

If PSNH finds it necessary to upgrade PSNH Line Number 326 in the future, the Transmission Company shall reimburse PSNH for all additional costs incurred because of the proximity of the New Hampshire Quebec Facilities to PSNH Line Number 326 structures numbered 132 and 133. Such design and construction shall provide for minimum clearance between adjacent conductors on the PSNH Line Number 326 and the New Hampshire Quebec Facilities, as provided for in the National Electrical Safety Code or Massachusetts Department of Public Utilities Code for the Installation and Maintenance of Electric Transmission Lines, whichever is greater.

ARTICLE 8.

INSURANCE

8.01 Liability and Worker's Compensation Insurance

The Transmission Company will maintain or cause to be maintained at all times, (a) public liability insurance and property damage liability insurance against any accident, injury, or damage to any person or property occurring on or about the Right of Way or any part thereof in amounts and coverage approved in writing by PSNH and (b) appropriate worker's compensation insurance in respect of any work on or about the Right of Way. The insurance required by this Section

8.01 may be under a blanket policy and may have deductible clauses in amounts not exceeding \$500,000 in respect of any one event of casualty or such greater amount as PSNH approves in writing.

8.02 Evidence of Insurance

Upon PSNH's request, the Transmission Company will furnish to PSNH a list of such policies showing the character of the insurance, the risk covered, and the name of the insurance company, and will, at all times, give PSNH and its attorneys reasonable opportunity, on request, to examine such policies.

ARTICLE 9.

REMEDIES AND WAIVERS

9.01 Remedies

No remedy conferred upon or reserved by this lease to PSNH or the Transmission Company is intended to be exclusive of any other remedy in this lease, or by law, provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

9.02 Correction of Defaults

If the Transmission Company defaults in any event or manner in this lease then PSNH may remedy the default or defaults and the costs and expenses associated therewith shall be added to the next compensation payment.

9.03 Waivers

Unless otherwise provided for in this lease, no failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right, power, or remedy consequent upon a breach thereof, and no acceptance of full or partial compensation during the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this lease, which will continue in full force and effect with respect to any other then existing or subsequent breach.

In the event of termination of this lease in accordance with Section 4.03 hereof, the Transmission Company, so far as permitted by law, hereby expressly waives (a) any right of redemption, re-entry, repossession, or restoration of the operation of this lease, (b) any right to a trial by jury in the event of summary proceedings, and (c) the benefits of any laws now or hereafter in force exempting property from liability for rent or for debt.

9.04 Limitation of Liability

This lease is the act and obligation of the parties hereto in their respective corporate capacities and any claim hereunder against any incorporator, shareholder, director, officer, employee, agent, or affiliate of any party, as such, is expressly waived.

9.05 Survival of Obligations and Limitations

No termination of this lease or repossession or surrender of the Right of Way shall relieve the Transmission Company of its

liabilities and obligations under this lease, all of which shall survive any termination, repossession, or surrender. The limitation of liability provided in Section 9.04 shall survive any termination, repossession, or surrender of this lease.

ARTICLE 10.

ASSIGNMENT

10.01 Assignment

The Transmission Company shall not assign or sublet the whole or any portion of this lease, without on each occasion obtaining the written approval of PSNH. Such approval when and if given, shall not release the Transmission Company from any of its obligations and liabilities under this lease. PSNH will not unreasonably deny such approval for assignments in connection with a Financing Agreement or a lease or other arrangement for the financing of the New Hampshire Quebec Facilities or in connection with a transfer to participants in accordance with the New Hampshire Transmission Support Agreement.

ARTICLE 11.

AMENDMENT

11.01 Amendment

This lease may be modified, amended, or surrendered only by an instrument in writing duly executed by the proper officer or officers of PSNH and the Transmission Company.

To the extent this lease is a rate or charge made, demanded, or received by PSNH for or in connection with the transmission or sale of electric energy, PSNH shall have, however, the right to unilaterally amend any specific provision of this lease by sending a copy of the amendment to the Transmission Company and by filing the same with the Federal Energy Regulatory Commission (and such other regulatory agencies as may have jurisdiction in the matter) in accordance with the provisions of applicable laws and any rules and regulations thereunder, and the amendment shall thereupon become effective on the date specified therein, subject to any order duly issued by such agencies.

ARTICLE 12.

EMINENT DOMAIN

12.01 Eminent Domain

If the whole or any part of the Right of Way shall be taken or threatened with a taking for public use or purpose by a competent governmental authority, and dependent upon the extent and nature of the property interest taken, PSNH shall negotiate until an agreement is reached as to (a) the purchase of additional land or right of way, either by the government taking authority or PSNH, for the relocation of the New Hampshire Quebec Facilities, (b) the condemnation or taking by the governmental authority of additional land or right of way for PSNH to have and for the relocation the New Hampshire Quebec Facilities, or (c) the governmental taking authorizing PSNH, in its own name

or in the name of the governmental taking authority, to acquire the necessary land or right of way for the relocation of the New Hampshire Quebec Facilities.

The additional land or rights of way in real estate so acquired will thereafter be included in the meaning of Right of Way.

ARTICLE 13.

MISCELLANEOUS PROVISIONS

13.01 Delivery of Documents

Each party shall, upon request of the other, execute and deliver any document reasonably required to implement any provision of this lease.

13.02 Notices

All notices, demands, and other instruments under this lease shall be in writing and shall be considered properly given if delivered or sent by registered or certified mail as follows:

To the Transmission Company:

New England Hydro-Transmission Corporation

4 Park Street

Concord, New Hampshire 03301

Attention: President

or to such other person or other address as the Transmission Company from time to time may have designated by written notice to PSNH,

To PSNH:

Public Service Company of New Hampshire
1000 Elm Street, P.O. Box 330
Manchester, New Hampshire 03105
Attention: Roy G. Barbour, Vice President

or to such other person or other address as PSNH from time to time may have designated by written notice to the Transmission Company.

Lease payments shall be sent as follows:

Public Service Company of New Hampshire
1000 Elm Street, P.O. Box 330
Manchester, N.H. 03105
Attention: John E. Hayward, Real Estate Manager

or to such other person or other address as PSNH from time to time may have designated by written notice to the Transmission Company.

13.03 Governing Law

This lease shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.

13.04 Sale by PSNH

In case PSNH, or any successor thereto, shall sell, convey, or otherwise dispose of the Right of Way, all liabilities and obligations on the part of PSNH under this lease occurring thereafter shall terminate, and all such liabilities and obligations shall be binding upon the new owner or owners.

13.05 Severability

Should any provision of this lease be held invalid or unenforceable by any regulatory body or court having jurisdiction, such provision shall be considered severable and the invalidity or unenforceability shall not affect the remainder of the provisions of this lease.

13.06 Counterparts

This lease may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute but one and the same document.

13.07 Captions

The captions in this lease are for convenience of reference and shall in no way define, limit, or describe any of its provisions.

13.08 Successors and Assigns

The covenants and agreements of this lease shall, subject to the provisions of this lease, bind and inure to the benefit of PSNH,

and its successors and assigns, and the Transmission Company, and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed by their respective officers, thereunto duly authorized, and their corporate seals to be affixed as of the day and year first above written.

In the presence of

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Sheila Selove

By:

Roy G. Barbour
Roy G. Barbour
Vice President

ATTEST:

R. A. Winslow
R. A. Winslow, Secretary

In the presence of

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

Catherine M. Lapperty

By:

John W. Newsham
John W. Newsham
Vice President

ATTEST:

Kirk L. Bamsauer
Kirk L. Bamsauer
Assistant Secretary

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 9th day of April, 1987, by Roy G. Barbour, Vice President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

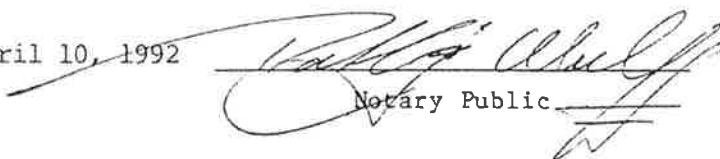
My Commission expires:
6/13/89


Notary Public

Commonwealth of Massachusetts
County of Worcester

The foregoing instrument was acknowledged before me this 13th day of April, 1987, by John W. Newsham, Vice President of New England Hydro-Transmission Corporation, a New Hampshire corporation, on behalf of the corporation.

My Commission expires: April 10, 1992


Notary Public

NOTICE OF LEASE

Notice is hereby given of the following described lease:

NAMES AND ADDRESSES OF PARTIES TO LEASE:

Lessor: Public Service Company of New Hampshire
1000 Elm Street, P. O. Box 330
Manchester, N. H. 03105
Attention: Roy G. Barbour, Vice President

Lessee: New England Hydro-Transmission Corporation
4 Park Street
Concord, N. H. 03301
Attention: President

DATE OF EXECUTION: April 6, 1987

DESCRIPTION OF LEASED PREMISES:

A 135-foot wide strip of land located in Hudson and Pelham, in the County of Hillsborough, State of New Hampshire, and extending 135 feet northerly and westerly of and parallel to a line or extension of a line described as follows:

Beginning at a point marking the southeasterly sideline of the herein described Strip, said point of beginning being located South 72°09'00" East measuring 668.58 feet along the New Hampshire-Massachusetts state line from a bound in the easterly bank of the Merrimack River; thence, running North 43°44'20" East 3,980 feet, more or less, to an angle point; thence, North 65°55'30" East 2,980 feet, more or less, to an angle point; thence, North 79°36'30" East 4,500 feet, more or less; thence, North 50°13'20" East 14,030 feet, more or less, to an angle point; thence, North 05°56'10" East 8,965 feet, more or less, to an angle point; thence, North 10°57'40" East, 6,805 feet, more or less, to an angle point; thence, North 35°25'50" East 2,760 feet to a point on the westerly edge of the Transmission Company's electric transmission line easement strip described in a lease dated June 1, 1986, from New England Power Company.

Meaning and intending to describe a 135-foot wide strip of land that lies northerly and westerly of and parallel to the southeasterly sideline of the 270-foot wide transmission line easement strip of PSNH.

TERM OF LEASE:

This lease shall automatically terminate upon the expiration of the term, including any extensions thereof, of the New Hampshire Transmission Support Agreement (which agreement is expected to terminate in 2020, unless extended).

865524 P60002

COMMENCEMENT DATE OF TERM OF LEASE AND RIGHTS OF EXTENSION OR RENEWAL:

Term begins on the date on which construction begins on the New Hampshire Quebec Facilities, including any site preparation.

WITNESS the execution hereof by the parties to said lease on this 6th day of April, 1987, each by an officer thereunto duly authorized.

In the presence of:

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Sheila Salvos

By

Roy G. Barbour

Roy G. Barbour, Vice President

Attest:

R. A. Winslow

R. A. Winslow, Secretary

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

Astorette M. Lafferty

By

John W. Newsham

John W. Newsham, Vice President

Attest:

Phil D. Roman
Assistant Secretary

JK5070 PG0003

RECEIVED AND RECORDED
HILLSBOROUGH COUNTY
REGISTRY OF DEEDS

Judith A. MacDonald
REGISTRAR

REC'D FEB 2 1989 1117-137



William M. Macdonald
General Property Attorney

New England Power Service Company
25 Research Drive
Westborough, Massachusetts 01582-0099
Tel. (508) 366-9011

NOTED FEB 2 1989 R.A.W.

*Karen -
Please verify that
original supplement
is appended to
FAA-137. EN/Sydney*

February 1, 1989

*SMS
1 -> FR
1 -> ?
Eng. Hgt.?
RST?*

Russell A. Winslow, Esq.
Public Service Company of New Hampshire
1000 Elm Street
Manchester, New Hampshire 03105

Dear Russ:

In accordance with our telephone conversation of yesterday, I enclose two original executed counterparts of the First Supplement to the Lease between Public Service Company of New Hampshire and New England Hydro-Transmission Corporation.

This supplement was recorded with Hillsborough County Registry of Deeds on January 27, 1989, as Document No. 904649.

Very truly yours,

Bill

William M. Macdonald
GENERAL PROPERTY ATTORNEY

WMM/eos
enc.

FIRST SUPPLEMENT

TO

LEASE BETWEEN

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

AND

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

FIRST
SUPPLEMENT

The lease made by PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business in Manchester, Hillsborough County, New Hampshire and NEW ENGLAND HYDRO-TRANSMISSION CORPORATION, a New Hampshire corporation with its principal place of business in Concord, Merrimack County, New Hampshire, dated April 6, 1987, is, pursuant to the provisions of Section 11.01 thereof, amended as follows:

1. Paragraph seven, of Section 3.02 is amended to read as follows:

"The "Return on Equity" shall be, as of any date, the return on equity on file with the Federal Energy Regulatory Commission and in effect under the Federal Power Act."

2. In all other respects, the Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be signed by their respective corporate officers and their respective corporate seals to be hereto affixed as of the 1st day of May, 1988.

ATTEST

Thomas B. Joty

Title Corporate Counsel

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

Ralph Johnson

Title Senior Vice President

ATTEST

Keith J. [unclear]

Title Assistant Secretary

NEW ENGLAND HYDRO-TRANSMISSION
CORPORATION

Jeffrey D. [unclear]

Title VICE PRESIDENT

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of January, 1989, by Ralph S. Johnson, Sr. Vice President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

My Commission expires: 5-28-92

Rawls

Notary Public

Commonwealth of Massachusetts

County of Worcester

The foregoing instrument was acknowledged before me this 25th day of January, 89, by Jeffrey D. Tranen, Vice President of New England Hydro-Transmission Corporation, a New Hampshire corporation, on behalf of the corporation.

My Commission expires:

July 16, 1993

Paula L. Nicholson

Notary Public

* Signature of this document by Public Service Company of New Hampshire is not intended as a rejection or assumption, as contemplated under pertinent provisions of the Bankruptcy Code, of the Basic Agreements or other agreements relative to Phase II of the Hydro-Quebec Interconnection. Execution of this document, moreover, should be considered to have occurred immediately prior to filing by the undersigned for Reorganization under the Bankruptcy Code and is not to be construed as creating an administrative expense of Public Service Company of New Hampshire as debtor-in-possession.

9829F

Exhibit C

PAUL A. WHEELER and DORIS P. WHEELER

of Hudson, County of Hillsborough

in The State of New Hampshire (hereinafter called the Grantor(s)) for consideration paid, grant(s) to Public Service Company of New Hampshire, a corporation having its principal place of business at 1087 Elm Street, in Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), with Quitclaim covenants; the RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or intelligence over, under and across a Strip of land in the town of Hudson, county of Hillsborough in the State of New Hampshire, bounded and described as follows:

Beginning at a point at the Grantors' southerly boundary side at land of Hawthorne, said point being located 93.73 feet measured North 78°-39'-20" East along said boundary line from the Grantors' most southerly corner in the easterly line of Robinson Road, so-called; thence,

North 35°-25'-50" East along land of Grantors, 939.6 feet, to a point at a stone wall at land of Hawthorne; thence,

By said stone wall and land of Hawthorne, by the following courses: South 77°-38'-40" East, 76.06 feet; South 19°-37'-50" West, 100.10 feet; South 63°-34'-10" East, 69.98 feet; South 69°-41'-00" East, 86.79 feet; and North 85°-21'-30" East, 25.95 feet to a point; thence,

South 35°-25'-50" West along land of the Grantors, 597.53 feet to a point at the Grantors' southerly boundary and land of Hawthorne; thence,

By the following courses; South 76°-40'-40" West, 264.78 feet; South 70°-46'-00" West, 78.76 feet; South 73°-29'-00" West, 71.74 feet; and South 78°-39'-20" West, 8.26 feet to the point of beginning.



Said Strip of land being a part of the premises of the Grantor(s) described in deed of Paul A. Wheeler to Paul A. Wheeler, et al. dated April 29, 1960 and recorded in the Hillsborough County Registry of Deeds, Book 1603, Page 238.

This conveyance shall, subject to the right hereinafter reserved for a specified period, include the right to clear and keep clear the Strip of all trees and underbrush by such means as the Grantee may select, to remove all structures or obstructions which are now found within the limits of the Strip, and the right to cut or trim such trees on the above-mentioned premises of the Grantor(s) as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

The Grantor(s) for them selves and their heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the Strip, or change the existing grade or ground level of the Strip by excavation or filling.

From the date of this deed, the right of the Grantee to use the Strip for the purpose of transmitting electric current and/or intelligence over, under and across the Strip shall become the property of the Grantee.

00-67016
16.00

6019 3/68

And we, Paul A. Wheeler and Doris P. Wheeler, husband and wife,
release to said Grantee all rights of dower, curtesy and homestead and other interest therein.

WITNESS our hand and seal this 19th day of May, 1969.

In the presence of
John E. Hayward
T. B. [unclear]

x Paul A. Wheeler
+ Doris P. Wheeler



The State of New Hampshire
Hillsborough SS.
May 19 1969

Paul A. Wheeler
Doris P. Wheeler
Personally appeared and acknowledged the foregoing instrument to be
their voluntary act and deed.
Before me.

John E. Hayward
Notary Public

My commission expires: 7/28/69

~~_____~~
SS.
19

~~Personally appeared and acknowledged the foregoing instrument to be
voluntary act and deed.
Before me.~~

~~Notary Public Justice of the Peace~~



PARTIAL RELEASE OF MORTGAGE

For value received, Nashua Federal Savings & Loan Association of Nashua, N.H.
mortgagee under and holder of a certain mortgage from Paul A. Wheeler, et al.
dated April 29, 1960 and recorded in the Hillsborough County Registry
of Deeds, Book 1603, Page 272, does hereby release and discharge from said mortgage the rights and
easements herein described. Said mortgage shall remain in full force and effect as to the remainder of the premises
described therein.

Dated this 19th day of May, 1969.

Witness:
John E. Hayward

The State of New Hampshire
Hillsborough SS.
May 19 1969

NASHUA FEDERAL SAVINGS & LOAN
ASSOCIATION
BY: *Duncan F. Tinker*
Assistant Vice President
Assistant Vice President of Nashua Federal Savings
& Loan Association
Personally appeared and acknowledged the foregoing instrument to be
its voluntary act and deed.
Before me.

John E. Hayward
Notary Public Justice of the Peace

My Commission Expires July 28, 1969

HILLSBOROUGH COUNTY
REGISTRY OF DEEDS
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D. [unclear]
C. [unclear]

Exhibit D-1

D-E5748

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GFA-67

BK-2152 PGE-022

THE STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION



PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

v.

STANLEY J. SZOPA
and
PAUL A. TACEWICZ, JR.

PETITION FOR CONDEMNATION

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HILLSBOROUGH COUNTY
REGISTRY OF DEEDS

COMES NOW Public Service Company of New Hampshire (hereinafter generally referred to as "Petitioner"), a New Hampshire corporation, having its principal place of business in Manchester, New Hampshire, and engaged in the generation, distribution and sale of electric energy to the public in said Manchester and elsewhere in The State of New Hampshire, and respectfully represents to this Commission as follows:

1) In order to meet the reasonable requirements of service to the public it is necessary for the Petitioner to construct one or more lines for the transmission of electric energy between Vernon, Vermont, and the Scobie substation, so-called, in Londonderry, New Hampshire.

2) Petitioner is informed and believes, and therefore alleges, that Stanley J. Szopa, whose mailing address is 156 Merrimack Street, Man-

chester, New Hampshire, and Paul A. Tacewicz, Jr., whose mailing address is 31 Gilman Street, Nashua, New Hampshire, are the owners of a certain tract of land located in Hudson, County of Hillsborough, State of New Hampshire, bounded and described as follows:

"Beginning at a point in the northerly line of Robinson Road at the westerly edge of the private road leading from said Robinson Road to Robinson Pond; thence running

- (1) Northerly by the westerly edge of the said private road to the shore of Robinson Pond; thence
- (2) Northeasterly along the shore of said Robinson Pond to land of DeBonville; thence turning and running
- (3) Southeasterly along said DeBonville land one hundred twenty (120) feet to a point; thence turning and running
- (4) Northeasterly along said DeBonville land, and land of Descoteaux ninety-five (95) feet to a stone wall at land now or formerly of Robinson; thence turning and running
- (5) Southerly along said stone wall and said Robinson land to a stake and stones; thence turning and running
- (6) Easterly by said Robinson land to the corner of the wall at land of Butler; thence turning and running
- (7) Southerly by said Butler land to a stake and stones at the corner of the wall; thence turning and running
- (8) Easterly by said Butler land as the wall now stands to said Robinson Road; thence turning and running
- (9) Southerly along said Robinson Road four hundred (400) feet to land of Dana C. Pratt and Priscilla H. Pratt; thence turning and running
- (10) North 80° west by a wall four hundred eighty (480) feet more or less to a corner of walls; thence turning and running
- (11) Southerly by said Pratt land two hundred nine (209) feet to land of Boucher; thence turning and running
- (12) South 12° west along a stone wall and by said Boucher land seventy-five (75) feet to an iron pipe; thence turning and running
- (13) South 83° west by an old stone wall three hundred twenty-seven (327) feet, more or less to a stake and stones; thence

turning and running

(14) South 33° west one hundred fifty-nine (159) feet, more or less, to a corner of walls; thence turning and running

(15) South 18° east by a stone wall one hundred thirty-six (136) feet, more or less, to a stone bound; thence turning and running

(16) South 83° east four hundred (400) feet, more or less, to a stone bound at a culvert on the westerly side of Robinson Road; thence turning and running

(17) Southerly by said Robinson Road seven hundred eight (708) feet, more or less, to the point of beginning."

Subject to rights of way of record.

3) Petitioner desires to acquire a perpetual right and easement to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers, together with foundations, crossarms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across those portions of the above-described premises which are bounded and described as follows:

Beginning at a stone wall in the westerly line of Robinson Road at land of Properties, Inc., said point being the southeasterly corner of land of Stanley J. Szopa and Paul A. Tacewicz, Jr.; thence, Northerly along the westerly line of said Robinson Road, 335.27 feet to a point; thence, South 35°-25'-55" West along land of said Szopa and Tacewicz, 313.76 feet to a point; thence, South 10°-57'-40" West still by land of said Szopa and Tacewicz, 89.54 feet to a point in a stone wall at land of Properties, Inc.; thence, North 86°-54'-10" East by a stone wall and land of Properties, Inc., 261.87 feet to said point of beginning; containing 1.128 acres.

4) Petitioner desires that said right and easement shall include (a) the right to clear and keep clear the strip of all trees and underbrush by such means as the Petitioner may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above-described strip; (b) the right to remove from said premises and other premises of the said Szopa and Tacewicz in the vicinity thereof such trees or parts of trees as in the judgment of the Petitioner may interfere with or endanger said lines or their maintenance or operation; (c) the right to restrain or prohibit any change in the existing grade or level of said strip by excavation or filling; and (d) the right to install, maintain and replace anchors and guy wires on the land adjacent to and lying outside of the above-described strip as needed to strengthen or support the Petitioner's line or lines at angle points, the right to do the necessary cutting and trimming of trees and brush and to remove all structures or obstructions that interfere with said guys and anchors, and to restrict any excavation that interferes with said guys or anchors.

5) Petitioner is unable to agree with the said Szopa and Tacewicz either as to the necessity of said right and easement or as to the price to be paid therefor.

WHEREFORE, Petitioner prays:

(A) That the Commission determine the necessity therefor, and that it grant Petitioner permission to take the right and easement described in Paragraphs "3" and "4" above;

(B) That the Commission determine the price to be paid for said right and easement.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By SULLOWAY HOLLIS GODFREY & SODEN

By IRVING H. SODEN

Its Attorneys

A TRUE COPY
ATTEST
Charles B. [Signature]
SECRETARY
N. H. PUBLIC UTILITIES COMMISSION

D-E5748

Stanley J. Szopa
Paul A. Tacewicz, Jr.

Upon the foregoing petition, filed October 31, 1969; it is ORDERED, that a hearing thereon be held before said Public Utilities Commission at its office in Concord, 26 Pleasant Street, at nine o'clock in the forenoon, on the sixteenth day of December, 1969; and it is FURTHER ORDERED, that said Public Service Company of New Hampshire give public notice thereof to the owners of the lands described in said petition, residing in said State, to appear at said hearing, when and where they may be heard relative to the necessity for the rights prayed for, and the compensation to be paid therefor, if said petition shall be granted, by causing an attested copy of this order of notice, and of said petition herein incorporated, to be given in hand to each of said persons, or left at the last and usual place of abode of each, not less than fourteen days before the date of said hearing.

By order of the Public Utilities Commission of New Hampshire
this nineteenth day of November, 1969.

CHARLES P. AMYOT

Secretary

A TRUE COPY
ATTEST
Charles P. Amyot
SECRETARY
N. H. PUBLIC UTILITIES COMMISSION

Exhibit D-2

D-E5748

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE V. STANLEY J. SZOPA AND PAUL A.

TACEWICZ, JR.

Petition for a right of way for the construction and maintenance of transmission lines across privately-owned land in the Town of Hudson, and for the assessment of damages occasioned thereby.

..00..

Appearances: for the Public Service Company of New Hampshire, Irving H. Soden; for Stanley Szopa and Paul A. Tacewicz, Jr., Thomas S. Allison, Jr.

..00..

REPORT

By petition filed October 31, 1969, Public Service Company of New Hampshire, a duly organized New Hampshire corporation, operating as an electric utility under the jurisdiction of this Commission, seeks a finding, pursuant to RSA 371, that it be granted a right of way, or easement, across the landowners' property. Petitioner also prays that this Commission find that the proposed right of way, or easement, in the Town of Hudson, which is to be used for the purposes of construction and maintenance of a transmission line, or lines, is necessary to meet the reasonable requirements of service to the public.

In its petition, the Company prays that it be granted the right to construct, repair and conduct associated activities relating to maintaining such an easement. The petitioner also requests that it be granted the right to clear, and keep cleared, all trees and underbrush of the property in question by such means as it may select, and that it also be given the right to remove any structures, or obstructions, which are now, or may hereafter be found within the limits of the property in question. Petitioner also seeks the right to clear this right of way of trees which may interfere with its

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REGISTRY OF DEEDS

lines, their maintenance or operation. In its petition, the Company requests that it be granted the right to restrain or prohibit any change in the existing grade or ground level of the strip of property, whether by excavation or filling. Petitioner also prays that this Commission make an assessment of damages and compensation therefor to the landowners.

Hearings on this petition were held, following due notice, in Concord on December 16, 1969, and on May 4, 1971. A view of the premises was taken on December 4, 1970.

Petitioner represents that it is necessary for it to construct one or more lines for the transmission of electric energy between Vernon, Vermont and petitioner's Scobie Substation, so-called, in Londonderry, New Hampshire. This line is a part of the "Big Eleven Power Loop" designed to provide a transmission network connecting 11 large new electrical generating plants located throughout New England. This is another in a series of cases heard by this Commission during the past two years, arising out of the construction of this transmission network.

Since it was stipulated and agreed by counsel for the landowners at the outset of the first hearing that the necessity of the proposed construction was not being contested, this report shall deal exclusively with the issue of damages.

This taking involves a triangular section of land consisting of 1.128 acres, one side of which is approximately 335 feet long and fronts on Robinson Road. The total frontage of the owners' land along Robinson Road at the location of the taking is about 400 feet. Thus, for all practical purposes the taking preempts any use of this frontage for residential building. The total acreage of the tract from which this 1.128 acres is being taken totals something in excess of 40 acres, the bulk of which is wooded

except for open-field land at two points on Robinson Road--the one in question and another 700 feet further south on Robinson Road.

A real estate expert for the Company testified that damages totaled \$5,500. He valued the entire plot at \$24,000 (40 acres @ \$600/acre) before the taking, and \$18,500 after the taking. He assessed the damages as follows:

Two lots on road frontage of 400' @ \$2,000/lot	\$4,000
Severance	<u>1,500</u>
Total	\$5,500

The landowners' real estate expert testified that damages would be \$18,000, obtained by developing a net value of the land after 40 lots had been developed, and subtracting from this the net value after 38 lots had been developed. He used, as a starting figure, \$5,000 per lot as the value after development, offsetting against this figure the cost of development to arrive at the value of the property as it now stands. On cross-examination, the witness stated that he would place a figure of \$600/acre on the undeveloped backland.

In our opinion, the best evidence of the value is what the land is worth in its undeveloped state, as would be evidenced by a price agreed to between a willing seller and a willing buyer, the most comparable sales in the immediate area being the best guide in lieu of an actual sale of the property under consideration. Both witnesses were in agreement at \$600 per acre for all but the taking of 1.128 acres, where there was a divergence of \$3,000 per lot.

The landowners' expert based his severance damages on the value of the land after improvements, which is of little value in our approach to damages. Adjusting the figures on the basis of the above, we have the following:

<u>Damages</u>	<u>Company</u>	<u>Landowners</u>
Two lots on road frontage (Company @ \$2,000/lot, Land- owners @ \$5,000/lot)	\$4,000	\$10,000
Severance (Company - \$1,500. Use same figure for landowners)	<u>1,500</u> \$5,500	<u>1,500</u> \$11,500

One further development in this case indicated that the Company did, in fact, enter upon Mr. Szopa's land by error and started clearing operations prior to the approval of either this Commission or Mr. Szopa. Subsequently, the matter was cleared up and the owners agreed to the construction while the condemnation proceedings were in progress. From the testimony, it is apparent that some inconvenience was caused the landowners and we will consider this in our award.

It has been standard practice for the Company to add 25% to its appraisals of damages in making offers for the purchase of easements ~~of~~ land in connection with this line. This would raise the Company figure to \$6,875.

After consideration of all the evidence and a view of the premises, we find the value of the damages to be \$7,500. Our order will issue accordingly.

FRANCIS J. RIORDAN
Commissioner

Bergevin, Commissioner, Concurring

Kalinski, Chairman, did not sit.

July 29, 1971.

Exhibit D-3

D-25748

ORDER NO. 10,346

Upon consideration of the foregoing report, which is made a part hereof; it is

ORDERED, that in the matter of the petition of the Public Service Company of New Hampshire v. Stanley J. Scopa and Paul A. Yacewicz, Jr., filed October 31, 1969, praying for rights to construct its pole lines over lands of the respondents, situated in the Town of Hudson, County of Hillsborough, and State of New Hampshire, this Commission having, upon due notice to the parties in interest, heard and determined the necessity for the rights prayed for, now this twenty-ninth day of July, 1971, orders, adjudges, and decrees as follows:

That it is necessary in order to meet the reasonable requirements of service to the public that said Public Service Company of New Hampshire, subject to the supervision under RSA 371, should erect, repair, maintain, rebuild, operate, patrol, remove and renew overhead and underground lines consisting of one or more electric transmission lines, consisting of wires, cables, ducts, manholes, poles and towers, together with foundations, cross-arms, braces, anchors, guys, grounds and other equipment for transmitting electric current and/or intelligence over, under and across the lands hereinafter more specifically set forth, and that said Public Service Company of New Hampshire, its successors and assigns, by virtue of its said petition and this decree thereon, shall be entitled to construct and maintain lines of poles or towers, or both poles and towers, in the location hereinafter specifically set forth. Also, that in constructing and maintaining said lines of poles and towers with wires, fixtures, guy wires and supports, as hereinabove set forth, it shall have the right to cut down, or keep trimmed and thereby clear and keep cleared the strip, as hereinafter described and located, of all trees and underbrush by such means as the petitioner may

select; and to remove all structures or objects which are now or may hereafter be found within the limits of a strip of land as hereinafter described; and petitioner shall have the right to remove from said premises and other premises of the respondents in the vicinity thereof, such trees, or parts of trees, as, in the judgment of the petitioner, may interfere with or endanger said lines, or their maintenance or operation. Petitioner shall also have the right to restrain or prohibit any change in the existing grade or ground level of said strip by excavation or filling.

Said line, or lines, shall cross land in the Town of Hudson, owned by Stanley J. Szopa and Paul A. Tacewicz, Jr., over the following specified strip of land, bounded and described as follows:

Beginning at a stone wall in the westerly line of Robinson Road at land of Properties, Inc., said point being the southeasterly corner of land of Stanley J. Szopa and Paul A. Tacewicz, Jr.; thence Northerly along the westerly line of said Robinson Road, 335.27 feet to a point; thence South $35^{\circ} - 25' - 58''$ West along land of said Szopa and Tacewicz, 313.76 feet to a point; thence South $10^{\circ} - 57' - 40''$ West still by land of said Szopa and Tacewicz, 89.54 feet to a point in a stone wall at land of Properties, Inc.; thence North $86^{\circ} - 54' - 10''$ East by a stone wall and land of Properties, Inc., 201.87 feet to said point of beginning; containing 1.128 acres.

The Public Service Company of New Hampshire shall pay to Stanley J. Szopa and Paul A. Tacewicz, Jr., for said right of way and easements in the above described land, the sum of seven thousand five hundred dollars (\$7,500.).

All rights described herein shall be exercised in a reasonably careful and prudent manner, so that no injury which can be avoided or prevented by the exercise of reasonable care shall result to the lands in respect to which the same are granted by reason of the construction, maintenance and operation of said lines.

A certified copy of the petition aforesaid and this decree thereon

shall be recorded in the Registry of Deeds in the County of Hillsborough.


By order of the Public Utilities Commission of New Hampshire this
twenty-ninth day of July, 1971.

Charles P. Fitzgerald
Secretary

030092

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY

R.B. 10669 AUG-9'71



STATE TAX COMMISSION

07.50

R.S.A. 78-B

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