

**HISTORICAL INFORMATION  
STATE OF NEW HAMPSHIRE  
TO  
CITY OF KEENE**

**KEENE  
CHESHIRE COUNTY REGISTRY**



TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging, to the City of Keene, New Hampshire, its successors and assigns, to its own use and behoof forever.

IN WITNESS WHEREOF the said State of New Hampshire has caused these presence to be executed in its name, by the Commissioner of Transportation, thereunto duly authorized, this 23<sup>rd</sup> day of AUGUST, 1988.

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

By: Wallace E. Stickney  
Wallace E. Stickney, Commissioner

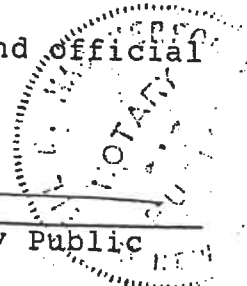
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, SS.

On this the 23<sup>rd</sup> day of August, 1988, before me, the undersigned officer, personally appeared WALLACE E. STICKNEY, Commissioner of the New Hampshire Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he, being authorized to do so, has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Neil D. MacPherson  
Justice of the Peace/Notary Public

NEIL D. MacPHERSON, Notary Public  
My Commission Expires April 9, 1991



010219

88 SEP -7 PH 3:10

RECORDS DEPARTMENT  
1111 N. 1ST ST.  
LINCOLN, NE 68502

*State of Nebraska*

*Sept 7 1988*

**CHESHIRE COUNTY**

REGISTRY OF DEEDS  
KEENE, NEW HAMPSHIRE

Received SEP - 7 1988

at 3:10 o'clock PM

Recorded in Vol. 1259 Page 808

Attest *Carolyn S. Hood* Register

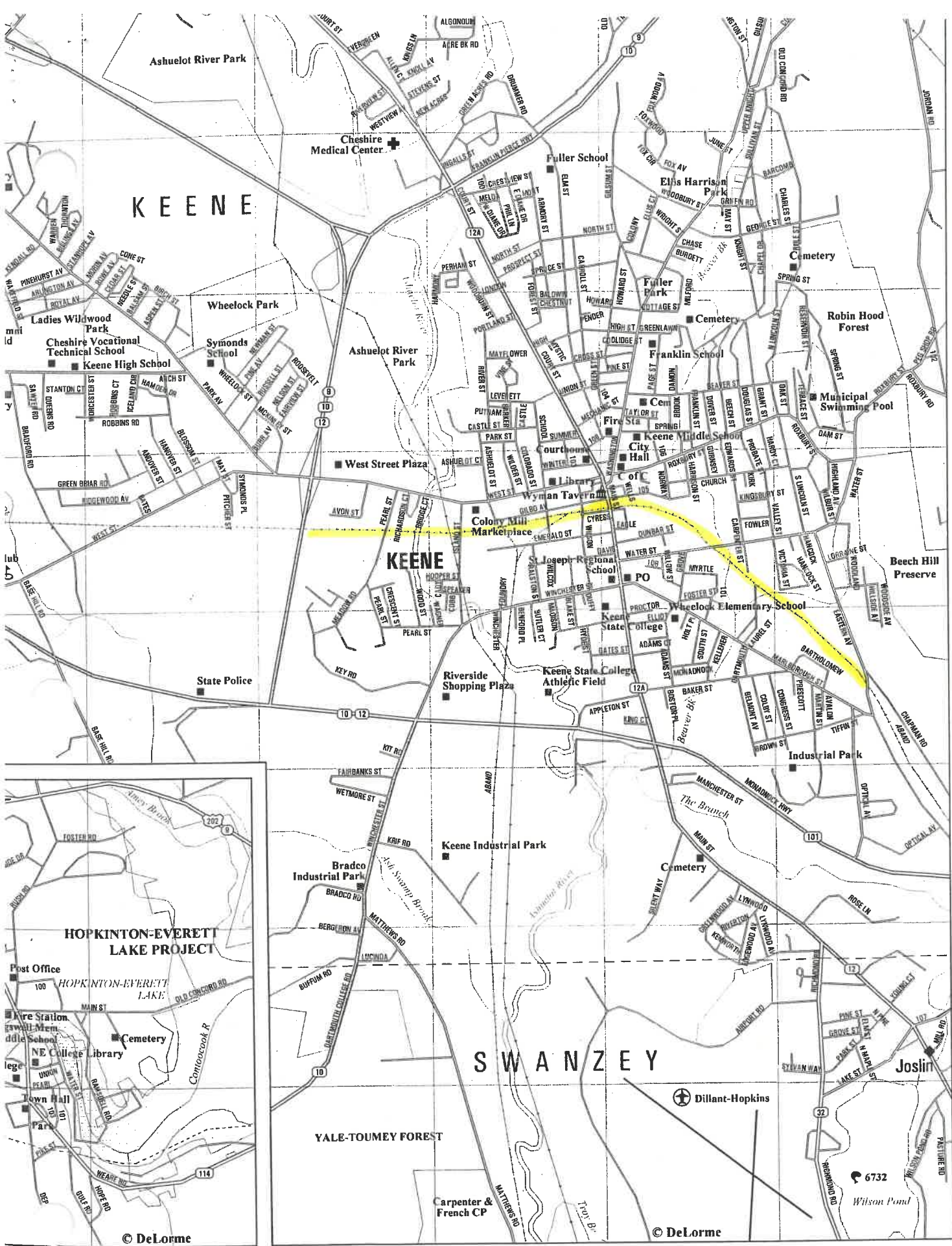
(131)

*Sept 7 1988*

①

*2:15  
2:30*

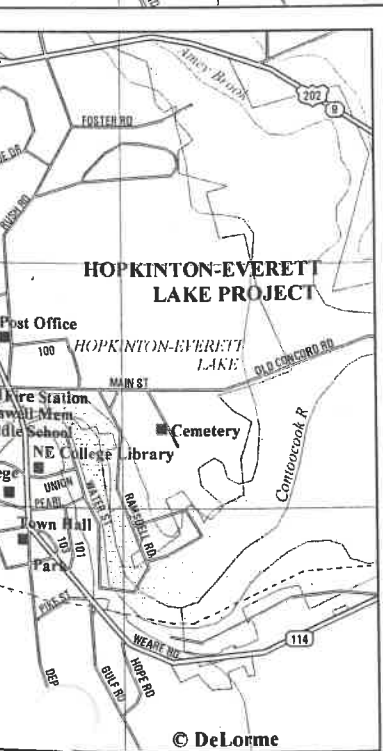
*11:00 AM*



KEENE

KEENE

SWANZEY



© DeLorme

© DeLorme

1" = 0.4 mi (0.6 km)

## ASHUELOT BRANCH RAILROAD CORRIDOR

29Apr08

### ADDITIONAL INFORMATION: Keene/Swanzey

PSNH – Easement, Overhead Utility

#### Registry:

County	Book	Pages	Date	See Note #'s
Cheshire	2501	0304-0308	Apr. 4, 2008	

#### Description:

From VS / Map – Station	To VS / Map – Station	Town / City
V42.5/21– 1029+33+/-	V42.5/22 – 1113+02+/-	Keene Swanzey

### ADDITIONAL INFORMATION:

#### Registry:

County	Book	Pages	Date	See Note #'s

#### Description:

From VS / Map – Station	To VS / Map – Station	Town / City

**ADDITIONAL INFORMATION**  
**EASEMENT**  
**STATE OF NEW HAMPSHIRE**  
**TO**  
**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**  
  
**KEENE/SWANZEY**  
**CHESHIRE COUNTY REGISTRY**

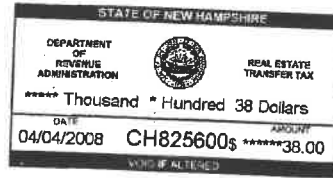
*Evelyn S. Debel*

38-  
1/2 tax

Return to:

Public Service Co. of N.H.  
A.M. Sommer  
P.O. Box 330  
Manchester, NH 03105 -9989

ENV



BK2501PG0304

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT The State of New Hampshire, whose mailing address is the Department of Transportation, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483, hereinafter referred to as the Grantor, pursuant to RSA 4:40 and RSA 228:67, for consideration paid to it in hand before the delivery hereof, well and truly paid by Public Service Company of New Hampshire, 780 North Commercial Street, Manchester, NH 03101, hereinafter referred to as the Grantee, does hereby grant to said Grantee, and its successors and assigns, a permanent, non-exclusive easement for overhead electrical transmission lines and current laterals through the State-owned Ashuelot Branch railroad corridor, in the Town of Swanzey and City of Keene, County of Cheshire, State of New Hampshire. This easement shall include the right to clear and keep clear a right-of-way of all trees and underbrush by such means as the Grantee may select, the right of access and the right to construct, operate, use, maintain, repair and reconstruct overhead electrical transmission lines and current laterals within the easement area bounded and described as follows:

Being a strip of land containing seven and three tenths (7.3) acres, more or less on the State-owned Ashuelot Branch railroad corridor and being more particularly described as two 115 kV electrical transmission lines and two 12 kV electrical distribution lines within the right-of-way of varying width from approximate Valuation Station 1029+33, Map V42.5/21 to approximate Valuation Station 1113+02, Map V42.5/22 and located between PSNH Structures 6X and 29 on transmission line #A-152, between structures 146 and 147 on transmission line # T-198, between PSNH structures 16 and 17 on transmission line # W15, and between structures 16 and 17 on transmission line #W185, and further described on the approved plans entitled: "Right of Way Plan, The State of NH (Former B&M Railroad Corridor) PSNH Transmission A-152 Line, Keene & Swanzey, NH" dated May 5, 2004, last revised December, 2007 and prepared by Public Service of New Hampshire. Both the valuation maps and approved plans are on file with the Department of Transportation.

Meaning and intending to convey an easement on a portion of the Ashuelot Branch railroad corridor obtained by the State of New Hampshire from the Boston and Maine Corporation, and recorded in the Cheshire County Register of Deeds on August 3, 1995, in Book 1530, Pages 715-721.



The above-mentioned easement is subject to and conditioned upon the performance by the Grantee, its successors and assigns of the conditions and restrictions listed below, which are covenants running with the land.

1. The Grantee agrees that all construction, operation, use, maintenance, repair and reconstruction within the easement other than in case of emergencies (to include, but not be limited to, wind, ice or storm damage or outages) be performed at a time and under conditions acceptable to the Grantor.
2. The Grantee agrees that it is liable for the cost of all construction relating to distribution or transmission electrical lines, use, maintenance, repair and reconstruction relating to the scope of the easement. Such liability shall include but is not limited to the cost of all on-site inspectors or other representatives of the Grantor.
3. The Grantee agrees to pay for and obtain before construction, maintenance, repair or reconstruction may begin within the easement any and all other permissions, permits and licenses required by Federal, State, county or local governments, their agencies or boards, or any public subdivision thereof.
4. The Grantee shall coordinate any and all work within the right-of-way with the New Hampshire Department of Transportation's Bureau of Rail & Transit giving advance notice of the work to be performed within the easement area if requested.
5. The Grantee agrees that if the use of this property requires excavation, then the Grantee shall coordinate any such work within the right-of-way with the New Hampshire Department of Transportation's Cultural Resources manager and the State Historic Preservation Office.
6. The Grantee shall defend, indemnify and hold harmless the State, its officers, agents and employees, from and against all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee relating to the use, maintenance, installation, removal or existence of this facility (the facility meaning the transmission and distribution lateral electrical lines and any associated work or appurtenances made thereon), notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Easement provided, however, that Grantee shall be entitled to self-insure for all or a portion of such coverage in accordance with Grantee's customary and usual practice in the electric utility industry, and agrees to provide the State with its standard letter from Grantee's Claims Manager regarding Grantee's responsibility for claims with value up to the amount of Grantee's self-insured retention.

- i. Bodily Injury and Property Damage Liability:
    1. \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
7. Procurement and delivery to the State of a certificate indicating such insurance or the standard letter from Grantee's Claims Manager, acceptable to the Grantor is a condition precedent to the effectiveness of this easement. Nothing contained herein shall be construed as a waiver of sovereign immunity.
8. Where applicable, in accordance with RSA 72:23, I(b), included in the granting of the Easement an agreement is made between parties subject to the condition that the Grantee shall pay all properly assessed current and potential real and personal property taxes for easement area. Failure of the Grantee to pay the duly assessed real and personal property taxes when due shall be cause to terminate this Agreement by the State. In accordance with the requirements of RSA 72:23, I(b), the Grantee shall be obligated to pay any taxes which are lawfully assessed on structures or improvements added. See New England Telephone And Telegraph Company v. City of Rochester, 740 A.2d 135 (N.H. 1999); Opinion of the Justices (Municipal Tax Exemptions For Electric Utility Personal Property), 746 A.2d 981 (N.H. 1999); Opinion of the Justices (Property Taxation of Telephone Poles), 142 N.H. 102 (1997); New England Telephone And Telegraph Company v. City of Franklin, 141 N.H. 449 (1996).
9. The Grantee agrees to protect existing drainage facilities located on the Grantor's property and agrees to repair or replace as necessary any drainage damaged as a result of the Grantee's use of the easement herein conveyed. The Grantee also agrees that unpaved areas disturbed by the Grantee's construction, use, maintenance, repair or reconstruction within the easement shall be reshaped to drain freely to the Grantor's satisfaction and, loamed and seeded as necessary to acceptable erosion control practices. The Grantor shall be the sole determining entity in regards to the grading and reshaping areas.
10. The Grantee may be required to pay for and obtain a performance bond in the event of future major work, as determined by the Grantor, within the easement.
11. Notwithstanding this easement, the Grantor retains all ownership rights, including the right-of-way, and such track or right-of-way as may hereinafter be constructed, operated or utilized by the Grantor or by its lessees or assigns. In the event of the restoration of rail service, an appropriate crossing or other facility shall be constructed and maintained within the easement area by the Grantee to allow the use and maintenance of the above-mentioned easement.
12. The Grantee shall be considered in default of its obligations if the Grantee fails to perform any covenant of this agreement. Upon the occurrence of default, the Grantor shall give the Grantee written notice specifying the Event of Default and a reasonable time frame when the Grantee must remedy the Event of Default. In the absence of any specification of time, thirty (30) days from the date of notice shall be the time period. If

the Event of Default is not timely remedied, the Grantee agrees to reimburse the Grantor any costs that are incurred to remedy the Grantee's acts or omissions that have resulted in the Event of Default. In addition, the Grantor may terminate the easement and/or treat the easement as breached and pursue any of its remedies at law or in equity or both.

13. In consideration of the granting of this easement, PSNH shall pay to the State the sum of \$5000.00.

14. By execution of this easement, PSNH does not thereby concede the absence of a valid preexisting easement in the Ashuelot Branch railroad corridor.

TO HAVE AND TO HOLD said premises to the Grantee, its successors and assigns forever the use and purposes herein before described.

IN WITNESS WHEREOF, The STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION has executed this easement for an electric transmission line by its duly authorized agent on this 27 day of January, 2008.

Signed Sealed and Delivered  
in the presence of

GRANTOR: STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Barbara P. Roth

[Signature]  
Commissioner

Jack W. Ferns, Director  
Aeronautics, Rail, and Transit  
NHDOT

THE STATE OF NEW HAMPSHIRE

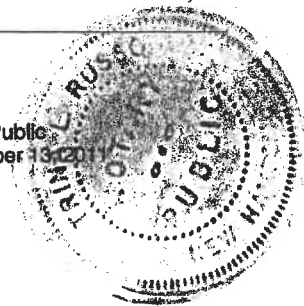
COUNTY OF MERRIMACK

On this 27<sup>th</sup> day of JANUARY, 2008 before me, TRINA L. RUSSO, the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC

TRINA L. RUSSO, Notary Public  
My Commission Expires September 13, 2011



In the presence of:

GRANTEE:  
PUBLIC SERVICE COMPANY  
OF NEW HAMPSHIRE

*Meredith MacAskill*

*John M. MacDonald*

John M. MacDonald  
Vice President  
Energy Delivery and Generation

THE STATE OF NEW HAMPSHIRE  
COUNTY OF Hillsborough

On this 9th day of January, 2008, before me, Anne-Marie Sommer, the undersigned officer, John M. MacDonald, personally appeared known to me to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal  
ANNE-MARIE SOMMER  
Notary Public - New Hampshire  
My Commission Expires February 7, 2012

*Anne-Marie Sommer*  
NOTARY PUBLIC



Approved by the Governor and Executive Council on MAR 26 2008, 20 \_\_, Item # \_\_\_\_.

*[Signature]*

**DEPUTY SECRETARY OF STATE**

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on Feb 26, 20 08.

GENERAL

OFFICE OF THE ATTORNEY

By: *[Signature]*

Assistant Attorney General

**ATTEST**  
**EVELYN S HUBAL**  
Cheshire Register of Deeds