

**EASEMENT FROM THE
STATE OF NEW HAMPSHIRE
GRANTED TO
NEW HAMPSHIRE ELECTRIC COOPERATIVE**

**THORNTON/WOODSTOCK
GRAFTON COUNTY REGISTRY**

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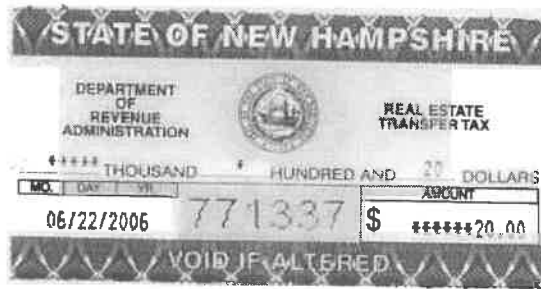
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GRAFTON COUNTY
REGISTRY OF DEEDS

JUL 12 2006



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 New Hampshire Electric Cooperative, 579 Tenney Mountain Highway, Plymouth, NH 03264, hereinafter referred to as the Grantee, does hereby grant to said Grantee, a non-exclusive easement for overhead and underground electrical distribution and transmission lines and current laterals through the State-owned Concord to Lincoln railroad corridor, in the Towns of Thornton and Woodstock, County of Grafton, 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 use, maintain, repair and reconstruct overhead electrical transmission lines and current within the easement area bounded and described as follows:

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Being a strip of land on the State-owned Concord to Lincoln railroad corridor and being more particularly described as: to construct, use, maintain, and reconstruct an electrical transmission line within the right-of-way from approximate Valuation Station 462+85, Map V30/9 to approximate Valuation Station 861+00, Map V30/17 and five overhead wire crossings to the transmission line at Poles 500/73 (54/60); 500/84 (54/71); 500/87 (54/74); 500/131 (54/139); and 500/163 (5409/5), hereinafter referred to as the facility, and further described on the approved plans titled Thornton - N. Woodstock 34KV Line Occupancy on Boston & Maine R.R. Right of Way, dated 5-27-75 and prepared by New Hampshire Electric Cooperative, Inc., both the valuation maps and approved plans are on file with the Department of Transportation, and containing seven hundred forty-seven thousand six hundred seventy-five (747,675) square feet, more or less.

Meaning and intending to convey an easement on a portion of that Concord to Lincoln railroad corridor obtained by the State of New Hampshire from the Trustees of the Boston and Maine Corporation, Debtors, et al, and recorded in the Grafton County Register of Deeds on February 19, 1980, in Book 1393, Pages 586-597.

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, use, maintenance, repair and reconstruction within the easement other than in case of emergencies 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 not be 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 and the operating railroad, giving them advance notice of the work to be performed within the easement area.
5. 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. The Grantee further agrees that its contractor shall obtain and keep in force during construction, maintenance, repair and reconstruction within the easement, and to pay the premiums on a policy or policies of insurance covering the following said easement, designating the State of New Hampshire and the Plymouth And Lincoln Railroad, their successors or assigns, as additional insureds.
 - i. Contractors' Public and Property Damage Liability:
 1. \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
 - ii. Contractors' Protective Public and Property Damage Liability:
 1. \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
 - iii. Railroad Protective Public and Property Damage Liability:
 1. \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
 - iv. Worker's Compensation Insurance
 1. In the amount as required by current State Statute

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6. Procurement and delivery to the State of a certificate indicating such insurance 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.
7. After satisfactory construction, maintenance, repair or reconstruction of this easement, the Grantee further agrees to pay for and obtain and keep in force for the life of the easement, a policy or policies of insurance covering said easement, designating the State of New Hampshire and the Plymouth and Lincoln Railroad, their successors or assigns, as additional insureds.
 - i. Bodily Injury and Property Damage Liability:
 1. \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
8. Where applicable, in accordance with RSA 72:23, I(b), this 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. 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 as a result of the easement herein conveyed. The Grantee also agrees that unpaved areas disturbed by the construction, use, maintenance, repair or reconstruction within the easement shall be reshaped to drain freely to the Grantor's satisfaction and, in addition, areas within the easement area but outside the paved area of the road shall be loamed and seeded in accordance with acceptable erosion control practices. The Grantor shall be the sole determining entity in regards to the grading and reshaping areas.
10. The Grantee shall pay for and obtain a performance bond or a bank's irrevocable letter of credit in the amount of twenty-five thousand (\$25,000.00) dollars subject to all the specified covenants contained herein, which shall posted with the Grantor for a period of one (1) year following the completion of any 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

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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, NHEC shall pay to the State the sum of \$5000.00.

14. By entering into this agreement, NHEC does not thereby concede the absence of a valid preexisting easement in the Concord to Lincoln railroad corridor.

14.

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 a power line by its duly authorized agent on this 22 day of Nov, 20 05.

Signed Sealed and Delivered in the presence of

[Signature]

GRANTOR: STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

[Signature]
Commissioner

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

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THE STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this 22 day of November, 20 05, before me, Diane Hartford, 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

DIANE L. HARTFORD
Notary Public
My Commission Expires June 23, 2006

In the presence of:

GRANTEE: NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

[Signature]

Thomas Neubauer
Vice President of Engineering Services

THE STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On this 9th day of November, 2005, before me, DEAN W. BENTON the undersigned officer, personally appeared THOMAS NEUBAUER known to me (or satisfactorily proven) 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

Dean W. Benton

NOTARY PUBLIC

Approved Attorney General March 8, 2006 [Signature]

Approved by the Governor and Executive Council on APR 05 2006, 20 __, Item # ____.

[Signature]

DEPUTY SECRETARY OF STATE


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BK 3294PG0991

VOTED: That the Board of Directors authorizes Thomas Neubauer to sign an easement with the State of New Hampshire granting New Hampshire Electric Cooperative, Inc. a non-exclusive easement for overhead and underground electrical distribution and transmission lines and current laterals through the State-owned Concord to Lincoln railroad corridor, in the Towns of Thornton and Woodstock.

I, David Talbot, Treasurer of the New Hampshire Electric Cooperative, Inc. do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board of Directors of the New Hampshire Electric Cooperative, Inc. held on the 21st day of February, 2006, at which meeting a quorum was present.

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David Talbot, Treasurer

Joel A. Dupuis REGISTER
GRAFTON COUNTY REGISTRY OF DEEDS