

APPENDIX M

Line T-198

**Crossings over State-Acquired Railroad Properties
Str. 29-30, Troy, NH and Str. 146-147, Keene, NH**

Existing Agreements Between PSNH and NHDOT

CROSSING AGREEMENT

Agreement made this ____ day of _____ 2008 between the State of New Hampshire, by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, Concord, NH, hereinafter referred to as the State, and Public Service Company of NH, 780 N Commercial St., Manchester, NH 03101, hereinafter referred to as the Permittee.

WHEREAS, the State is the owner of a railroad corridor in the Town of Troy, County of Cheshire, State of New Hampshire.

WHEREAS, the Permittee has requested permission to cross a portion of the State-owned Cheshire railroad corridor to construct, use, maintain, and reconstruct a utility crossing consisting of six wires, PSNH Line T-198, within the right-of-way near approximate Valuation Station 1236+90, Map 39NH Map 24, hereinafter referred to as the facility, as per the approved plan titled Line T-198 Crossing B& M Railroad 1605' North of MP.B83 Troy, New Hampshire, revision dated June 17, 2008, which is hereby incorporated in the Agreement.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants set forth below, the State grants to the Permittee, permission to construct, use, maintain, repair, and reconstruct said facility on the above-described portion of said railroad corridor.

1. Construction and Maintenance

1.1 The Permittee agrees that all work on construction, maintenance, repair, and reconstruction of said facility shall be performed at a time and under conditions acceptable to State, and shall at no time interfere with the operation of the corridor by the State, its lessees or assigns.

2.1 The Permittee agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said facility. Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the Permittee and the State. The Permittee is solely responsible for the presence of its equipment along the State-owned railroad corridor.

2.2 The Permittee will assume the cost of temporary removal, restoration and adjustment of the facility in the event trail repairs or additional trail installations require such modifications.

1.4 Any damage to the State-owned railroad corridor contained herein which, as determined by the State, is caused by, results from or arises out of the installation, maintenance or presence of the Permittee shall be repaired by the State. The Permittee shall fully compensate the State for all costs associated with the repair of any such damage.

1.5 The Permittee shall coordinate any and all work within the State-owned railroad corridor with the State by contacting the Trails Bureau at (603) 271-3254 and DOT personnel at (603) 271-2468 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area.

1.6 The Permittee shall, at the State's request and the Permittee's expense, provide whatever protection is deemed necessary by the State, in the event the State performs any work on within the State-owned railroad property limits, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.

1.7 The Permittee shall upon request submit its written maintenance policies and procedures to be used for the inspection, repair and maintenance of said facility to the State for review and approval. Such policies and procedures shall be approved by the State prior to initial operation of the constructed facility.

1.8 The Permittee shall submit any proposed alterations to the plans described in writing to the State for review and approval before implementing those alterations.

2. Indemnification and Insurance

2.1 The Permittee and its employees, contractors and agents agree to defend, indemnify and hold harmless the State, its successors, assigns, officers, agents, employees, against any and all loss, cost, damage and expense, including damage to State's property or to the property of others, injury or death to State's employees or to others, due directly or indirectly in any way to the use, maintenance, installation, removal or existence of this facility. The Permittee further agrees that its contractor shall obtain and keep in force during construction of this facility and to pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additional named insured; provided, however, that Permittee shall be entitled to self-insure for all or a portion of such coverage in accordance with Permittee's customary and usual practice in the electric utility industry, and agrees to provide the State with its standard letter from Permittee's Claims Manager regarding Permittee's responsibility for claims with value up to the amount of Permittee's self-insured retention.

2.1.1 Commercial General Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

2.1.2 Comprehensive Automobile Liability:
\$500,000.00 combined single limit

2.1.3 Worker's Compensation Insurance
In the amount as required by current State Statute

2.2 The Permittee agrees to obtain and keep in force, after construction, for the life of the facility, a policy or policies of insurance covering said facility, providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage.

2.3 Procurement and delivery of a letter indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

2.4 No provision of this Agreement is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the facility.

3. Bonding (BLANK)

4. Taxes

4.1 Where applicable, in accordance with RSA 72:23, I(b), this Agreement is made between parties subject to the condition that the Permittee shall pay all properly assessed current and potential real and personal property taxes. Failure of the Permittee 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 Permittee shall be obligated to pay any taxes which may be 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).

5. Fees and Term

5.1 In consideration of this Agreement, the Permittee shall pay to the State fifty (\$50.00) dollars administrative fee per annum, beginning on the January 1, 2009, and due annually on January 1 thereafter for a period of ten (10) years.

5.2 This Agreement may be renewed, subject to the approval by the State, for additional ten (10) year periods unless at least one (1) year prior to the expiration of the then current term, the Permittee give notice that it wishes to terminate this Agreement, in which case, this Agreement shall terminate at the end of said term. During each extended term, the Permittee shall pay to the State the standard initial preparation fee and administrative fee per annum then in effect.

6. Default and Removal

6.1 Failure of the Permittee to perform any of the above specified covenants shall authorize the State to take up and remove said facility after fourteen (14) calendar days written notice to Permittee.

6.2 The State may revoke this Agreement for any reason at any time upon thirty (30) calendar days written notice to the Permittee, without compensation to the Permittee.

6.3 In the event of the Permittee's breach of any of the provisions of the Agreement, the State shall be compensated for its damages, including all consequential damages which arise out of the breach, and attorneys' fees and costs incurred in connection with undertaking such an action.

7. Non-Assignment and Amendment

7.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the parties hereto.

7.2 This Agreement may be amended only by an instrument in writing, signed by the parties hereto, and only after approval of such amendment by the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

PERMITTEE

By: *John M. MacDonald*

Print Name and Title
JOHN M. MACDONALD
VP E.D. & GEN-PSNH

WITNESS: *Meredith MacBeth*

STATE

By: _____
Christopher Morgan, Administrator
For Director of Administration, NHDOT

WITNESS: _____

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

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
ASSISTANT SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that pursuant to action taken by unanimous written consent of the Board of Directors of Public Service Company of New Hampshire (the "Company"), dated as of June 18, 2003, the following resolutions were duly adopted:

"RESOLVED, that this Board hereby confirms that the officers of the Company have the authority, by virtue of their offices and within the scope of their respective responsibilities, to sign for and on behalf of this Company, contracts, bills, notes, receipts, acceptances, endorsements, releases and other papers and documents, and that each officer shall have the powers and perform the duties which by law and general usage appertain to his/her particular office.

RESOLVED, that this Board hereby confirms that the Chairman, the Chief Executive Officer, the President and any Vice President have the authority to delegate to Divisions, Managers, Division Directors, Department Heads and other employees, agents and representatives of the Company authority to sign for and on behalf of this Company, documents necessary and incidental to the routine conduct of the Company's business.

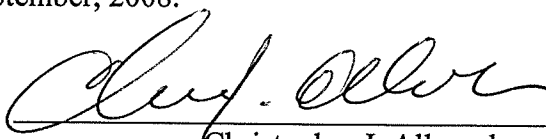
RESOLVED that this Board hereby confirms that pursuant to the provisions of the Service Agreement between the Company and Northeast Utilities Service Company (NUSCO), the officers of NUSCO have authority, by virtue of their offices and within the scope of their respective responsibilities, to sign contracts and other papers, documents and certificates for and on behalf of this Company, as agents of this Company.

I DO FURTHER CERTIFY that the foregoing resolutions were on August 29, 2008, and this day still are, in full force and effect.

I DO FURTHER CERTIFY that on August 29, 2008, John M. MacDonald was and this day still is, a duly elected and qualified officer of the Company, to wit, Vice President – Energy Delivery and Generation, and in his capacity as such officer he was authorized to execute and deliver in the name and on behalf of the Company a certain Crossing Agreement between the State of New Hampshire and, Department of Transportation, bureau of Rail and Transit, and the Company, dated August 29, 2008, covering an overhead utility crossing of the State-owned Boston & Maine Railroad (B&MRR) corridor in Troy, New Hampshire, near approximate Valuation Station 1236+90, Map 39NH Map 24.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 2nd day of September, 2008.

(seal)

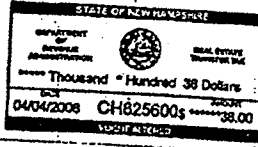


Christopher J. Allwarden
Assistant Secretary

Evelyn J. Pheasant

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

38-
(1/2 tax)



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
NH DOT

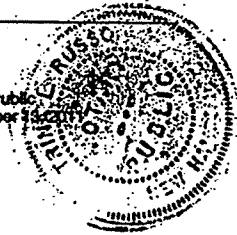
THE STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this 27th 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 14, 2011



In the presence of:

GRANTEE:
PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

Meredith MacDonell

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