

*Stussell Pond to  
Hawner Brook  
Relocate*

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

**SPECIAL USE  
PERMIT**

FOR ELECTRIC TRANSMISSION LINE  
Act of February 15, 1901  
This permit is revocable and nontransferable

a. Record No. (1-2) <u>70</u>	b. Region (3-4) <u>Eastern 09</u>	c. Forest (5-6) <u>White Mountain</u>
d. District (7-8) <u>Pemi 04</u>	e. Use Number (9-12) <u>4006</u>	f. Kind of use (1) <u>Powerline</u>
g. State (16-17) <u>N. H. 28</u>	h. County (18-20) <u>Grafton 009</u>	k. Card no. (21)

Public Service Company of New Hampshire of 1087 Elm St., Manchester, N.H.  
(Name)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construct  
operation and maintenance of ~~a~~ both 115 and 69 KV transmission line<sup>s</sup> within the  
(Capacity)  
White Mountain National Forest, subject to the general prov

and to the special provisions and requirements, items 23 to 38 on page(s) 3  
to 5 attached hereto and made a part of this permit. The location of this use is shc  
the map(s) which is (are) a part of this permit. Three (3) parcels of NF land in the Town  
Woodstock, N. H., east of NH Route 175 an  
proposed I-93.

Location: ~~Beginning~~ (Sec.) (Twp.) (Range) (PM) (Lat.) (Long.)  
~~Ending~~ (Sec.) (Twp.) (Range) (PM) (Lat.) (Long.)

Length in: 6 miles (Miles) or 312' X Width 225 (Feet) = 11 Total (Acres)  
1470 X Width 100' =  
202' X Width 100' =

Construction or occupancy under this permit shall begin within 4 (Months) and construction shall  
completed within 8 (Number) months.

For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, th  
of Eight and 25/100 Dollars (\$ 8.25)  
from October 2 1970, to December 31 1970, and there  
annually on January 1  
Thirty-three and 00/100 Dollars (\$ 33.00)

provided, however, charges for this use may be made or readjusted whenever necessary to place the  
charges on a basis commensurate with the value of the use authorized by this permit.

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE <u>(See Clause 38)</u>	DATE
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE <u>(See Clause 38)</u>	TITLE
		DATE

*copy sent Dem 1-12-70*

1. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor.

2. No timber shall be cut or destroyed during construction of the transmission line without first obtaining permission from the Forest Service. The permittee shall clear only the minimum area required for safe transmission line use. All timber cut, destroyed or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

3. The permittee shall keep the area beneath the transmission line cleared and shall trim all branches in contact or near contact with the line. All trees, live or dead, deemed by the permittee to be hazardous or which might fall in contact with the line, whether on or adjacent to the right-of-way, shall be removed by the permittee: Provided, however, that permission to do so must first be obtained from the Forest Service.

4. All waste material from constructing or maintaining the line shall be burned or otherwise disposed of as directed by the Forest Service. However, no material shall be disposed of by burning during any closed season established by law or regulation without a written permit from the Forest Service.

5. The permittee shall protect the scenic and esthetic values of the right-of-way and the adjacent land as far as possible consistent with the authorized use, during the construction, operation, and maintenance of the facility.

6. The permittee shall be responsible for prevention and control of soil erosion and gullying on Government lands covered by this permit and shall prevent erosion resulting from construction or maintenance of the transmission line and shall vegetate with grass or herbaceous plants all ground where the soil has been exposed, and shall construct and maintain such preventive works to accomplish the results as prescribed in the erosion control plan attached and made a part of this permit.

7. The permittee shall place and maintain suitable structures and devices to reduce to a reasonable degree the possibility of contact between its powerline and telegraph, telephone, signal or other powerlines heretofore constructed and not owned by the permittee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the possibility of any structures or wires falling and obstructing traffic or endangering life on highways or roads. The transmission line shall be designed and constructed in accordance with accepted standards (National Electrical Safety Code) and specifications for transmission lines of similar voltage, capacity, and purpose.

8. The permittee shall make provision, or bear the reasonable cost of making provision for avoiding inductive or conductive interference between any transmission facility or other works constructed, operated, or maintained by it and authorized under the permit, and any radio installation, telephone line, or other communication facilities existing when the permit is authorized or any such installation, line or facility thereafter constructed or operated by the United States or any agency thereof. This provision shall not relieve the permittee from any responsibility or requirement which may be imposed by other lawful authority for avoiding or eliminating inductive or conductive interference.

9. The permittee shall protect all Government and other telephone, telegraph, and power-transmission lines at crossings of and at all places in proximity to the permittee's power-transmission line or lines; and shall maintain said power-transmission line or lines in such a manner as not to menace life or property.

10. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

11. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Depart-

ment of Agriculture and all Federal, State, and municipal laws, ordinances, or regulations applicable to the area or operations covered by this permit.

12. The permittee shall do everything reasonable in its power and shall require its employees, contractors, and employees of contractors to do everything reasonable in their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the occupied under this permit.

13. The permittee shall pay the United States damage resulting from this use.

14. The temporary use and occupancy of the premises herein described may be sublet by the permittee to third parties only with the prior written approval of the Forest Supervisor, but the permittee shall continue responsible for compliance with all conditions of the permit by persons to whom such premises may be sublet.

15. This permit is subject to all valid claims.

16. No Member of or Delegate to Congress or Representative Commissioner shall be admitted to any share or partnership agreement or to any benefit that may arise herefrom if it is made with a corporation for its general benefit.

17. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements owned by the United States, and shall restore the site to the condition otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration.

18. This permit is not transferable. If the permittee voluntarily sells or transfers, or through foreclosure, tax sale, or other valid legal proceeding, the interest in the physical improvement described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise re-establish said improvements, this permit shall be subject to termination. But if the person to whom title to said improvement shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

19. This permit may be terminated upon breach of the conditions herein by the issuing officer or at the discretion of the Regional Forester or the Chief, Forest Service. The permittee shall have had a reasonable time—not more than ninety (90) days—within which to show cause why termination should not be made.

20. This permit confers no rights upon the permittee to use this National Forest land for purposes other than those authorized by the permit for constructing, maintaining, and operating a transmission line thereon.

21. The permittee shall allow officers and employees of the United States free and unrestricted access in, to, and across the said project and project works in the performance of their official duties and shall allow the Forest Service, without charge, to construct or permit to be constructed in, through, and across the said project chutes, roads, trails, conduits, and other means of access not inconsistent with the enjoyment of said project by the permittee for the purpose herein set forth.

22. In the event of any conflict between any of the preceding printed clauses or any provision thereof and the following clauses or any provisions thereof, the following clauses will control.

Power Transmission Line

23. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
24. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
25. The transmission line shall be designed and constructed in accordance with accepted standards and specifications for transmission lines of similar voltage, capacity, and purpose. The permittee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its powerline and telegraph, telephone signal, or other powerlines heretofore constructed and now owned by the permittee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structure or wires falling and obstructing traffic or endangering life on highways or roads, in a manner satisfactory to the Forest Service.
26. Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on October 1, 2004, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Regional Forester not less than 2 years prior to said date that such new permit is desired.
27. The permittee shall clear designated parts of the powerline right-of-way and keep them clear as required by the Forest Service; shall trim all branches of trees in contact with or near the line; shall remove all snags and all trees which are leaning toward the line on or adjacent to the right-of-way; and shall observe such other fire precautions as may be required by the Forest Service; but all waste material shall be buried or otherwise disposed of to the satisfaction of the Forest Service. The clearing width shall be restricted to that necessary for safe transmission, unless the specific permission of the Forest Service for greater clearing width is obtained.
28. This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.
29. The stipulations executed on Form 2700-12, Stipulations, and submitted with the application as required by 36 CFR 251 (28 F.R. 2904, March 2, 1963) are hereby made a part of this permit.

30. The permittee shall perform all work with explosives in such a manner as not to endanger life or property. All storage places for explosive and flammable material shall be marked "DANGEROUS." The method of storing and handling explosives and flammable materials shall conform recommended procedures contained in the "Blasters Handbook," published by E. I. du Pont de Nemours & Co., and in all Federal, State, and local laws and regulations.

31. The permittee shall take reasonable precautions to protect, in place, public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the court surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

32. The permittee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.

33. The permittee shall be responsible for prevention and control of soil erosion and gullying on lands covered by this permit and on any lands adjacent thereto that may be so affected by construction, operation or maintenance of the project, and revegetate and keep vegetated with grass and herbaceous plants all ground where the soil has become exposed and shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective, as may be prescribed and to the satisfaction of the Forest Service.

34. The permittee agrees, in maintenance of the right-of-way covered by this permit, to cooperate with the Forest Service in the protection and development of vegetation in said right-of-way to enhance wildlife habitat values. To further achieve and improve the wildlife environment, the Forest Service reserves the right to seed and/or plant trees, shrubs, and other plants and to install and maintain any other wildlife food and habitat developments in the right-of-way provided, however, that the planting and other developments recommended or undertaken shall not conflict or interfere with the primary purpose for which this permit is issued.

35. The permittee shall appoint and maintain an official representative who will represent the permittee in all matters as they relate to this permit, and, further, to inform the Forest Service, in writing, the name and address of such representative, and if a substitute representative is appointed to promptly so inform the Forest Service.

36. Chemical materials may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, without the prior written approval of the Forest Service. A report of planned use of pesticides will be submitted annually by the permittee on the due date established by the Forest Supervisor. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted.

Only those materials approved and registered by the U. S. Department of Agriculture for the specific purpose planned will be considered for use on these lands. Label instructions will be strictly followed in the preparation and application of pesticides and disposal of excess materials and containers.

37. The fee for this use is due and payable January 1 each year. A service charge in addition to the regular fee will be made for late payment of the unpaid balance, or \$10.00, whichever is greater.
38. This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the copies to the Forest Supervisor, White Mountain National Forest, P. O. Box 638, Laconia, New Hampshire, 03246.

FOREST SERVICE, U.S.D.A.

Date: Oct 5, 1970

Robert R. Tyrrel  
ROBERT R. TYRREL  
Forest Supervisor

We have read the foregoing permit and agree to accept and abide by its terms and conditions.

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE

Date: Nov 13, 1970

By Elmer Hunt  
Title Vice Pres.

## STIPULATIONS

TO BE EXECUTED BY THE APPLICANT FOR SPECIAL USE PERMIT OR EASEMENT FOR TRANSMISSION LINES OF 33 KV OR MORE ON LANDS UNDER FOREST SERVICE JURISDICTION (36 CFR, PART 251 AS AMENDED ON MARCH 23, 1963 - FR 28-2903)

(1) In the event the United States, pursuant to law, acquires the grantee's transmission or other facilities constructed on or across such easement, the price to be paid by the United States shall not in any way be affected by any value of the easement granted to the grantee under authority of the regulations of this part.

(2) The Department of the Interior (hereinafter referred to as the "Department") shall be allowed to utilize for the transmission of electric power and energy any surplus capacity of the transmission facility in excess of the capacity needed by the holder of the easement (subsequently referred to in this document as "holder") for the transmission of electric power and energy in connection with the holder's operations or to increase the capacity of the transmission facility at the Department's expense and to utilize any increased capacity for the transmission of electric power and energy. Utilization by the Department of any surplus or increased capacity shall be subject to the following terms and conditions:

(i) When the Department desires to utilize surplus capacity thought to exist in the transmission facility, notification will be given to the holder and the holder shall furnish to the Department within 30 days a certificate stating whether the transmission facility has any surplus capacity not needed by the holder for the transmission of electric power and energy in connection with the holder's operations and, if so, the amount of such surplus capacity.

(ii) Where the certificate indicates that there is no surplus capacity or that the surplus capacity is less than that required by the Department the authorized officer (as used in this paragraph "authorized officer" means an officer of the Department of the Interior) may call upon the holder to furnish additional information upon which its certification is based. Upon receipt of such additional information the authorized officer shall determine, as a matter of fact, if surplus capacity is available and, if so, the amount of such surplus capacity.

(iii) In order to utilize any surplus capacity determined to be available, or any increased capacity provided by the Department at its own expense, the Department may interconnect its transmission facility with the holder's transmission facility in a manner conforming to approved standards of practice for the interconnection of transmission circuits.

(iv) The expense of interconnection will be borne by the Department, and the Department will provide and maintain adequate protective equipment to insure the normal and efficient operation of the holder's transmission facilities.

(v) After any interconnection is completed, the holder shall operate and maintain its transmission facilities in good condition; and, except in emergencies, shall maintain in a closed position all switches under the holder's control necessary to the transmission of the Department's power and energy over the holder's transmission facilities. The parties may by mutual consent open any switch where necessary and desirable for maintenance, repair or construction.

(vi) The transmission of electric power and energy by the Department over the holder's transmission facilities will be effected in such manner as will not interfere unreasonably with the holder's use of the transmission facilities in accordance with the holder's normal operating standards, except that the Department shall have the exclusive right to utilize any increased capacity of the transmission facility which has been provided at the Department's expense.

(vii) The holder will not be obligated to allow the transmission of electric power and energy by the Department to any person receiving service from the holder on the date of the filing of the application for the easement, other than statutory preference customers including agencies of the Federal Government

ii) The Department will pay to the holder an equitable share of the total monthly cost of that part of the holder's transmission facilities utilized by the Department for the transmission of electric power and energy, the payment to be an amount in dollars representing the same proportion of the total monthly cost of that part of the transmission facilities as the maximum amount in kilowatts of the power transmitted on a full load basis by the Department over the holder's transmission facilities bears to the total capacity in kilowatts of that portion of the transmission facilities. The total monthly cost will be determined in accordance with the system of accounts prescribed by the Federal Power Commission, exclusive of any investment made by the Department in the part of the transmission facilities utilized by the Department.

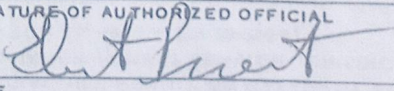
ix) If, at any time subsequent to a certification by the holder or determination by the authorized officer that surplus capacity is available for utilization by the Department, the holder needs for the transmission of electric power and energy in connection with its operations the whole or any part of the capacity of the transmission facility theretofore certified or determined as being surplus to its needs, the holder may request the authorized officer to modify or revoke the previous certification or determination by making application to the authorized officer not later than 36 months in advance of the holder's needs. Any modification or revocation of the certification or determination shall not affect the right of the Department to utilize facilities provided at its expense or available under a contract entered into by reason of the equitable contract provisions provided for in this section.

(x) If the Department and the holder disagree as to the existence or amount of surplus capacity in accordance with the terms and conditions of this paragraph, the disagreement shall be decided by a board of three persons composed as follows: The holder and the authorized officer shall each appoint a member of the board and the two members shall appoint a third member. If the members appointed by the holder and the authorized officer are unable to agree on the designation of the third member, he shall be designated by the Chief Judge of the United States Court of Appeals of the circuit in which the major share of the facility involved is located. The board shall determine the issue and its determination, by majority vote, shall be binding on the Department and the holder.

ki) As used in this document, the term "transmission facility" includes (a) all types of facilities for the transmission of electric power and energy and facilities for the interconnection of such facilities, and (b) the entire transmission line and associated facilities, from substation or interconnection point to substation or interconnection point, of which the segment crossing the lands of the United States forms a part.

ii) The terms and conditions prescribed in this document may be modified at any time by means of a supplemental agreement negotiated between the holder and the Secretary of the Interior or his designee. The foregoing provisions of this Stipulation are amended during the term of the permit, and the holder shall have the right to have such amended stipulations substituted. The holder has read the foregoing stipulations and agree to accept and abide by the terms and conditions. The holder does not, by executing this stipulation, waive any rights which it might otherwise have to contest the validity or legal enforceability of the regulations, or any part thereof, pursuant to which the right-of-way herein was granted, or the right of the Secretary to require the execution of this stipulation as a condition to the granting of a right-of-way.

The foregoing stipulation, or the parts thereof that are affected, shall be deemed to have been amended, without affecting the terms of said right-of-way grant in any other respect, in the event that there should be a final judicial determination (after all appellate remedies, including certiorari, have been exhausted or the time therefor has expired) by a court of competent jurisdiction in a proceeding (by holder or others, wherever and whenever brought) in which the United States or the Secretary of the Interior or the Secretary of Agriculture is a party, that the regulations pursuant to which this stipulation was entered into, or any pertinent part thereof, are invalid or legally unenforceable or that the execution of this stipulation, or any part thereof, cannot lawfully be required by the Secretary as a condition to the granting of said right-of-way.

September 13, 1970	NAME OF GRANTEE OR APPLICANT Public Service Company of New Hampshire	SIGNATURE OF AUTHORIZED OFFICIAL 
		TITLE Vice President