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VIA ELECTRONIC MAIL

August 20, 2019

Pamela G. Monroe, Administrator
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, NH 03301

**Re: SEC Docket No. 2015-04: Public Service Company of New Hampshire d/b/a
Eversource Energy for a New 115k Transmission Line from Madbury Substation to
Portsmouth Substation**

Dear Ms. Monroe:

Enclosed for filing in the above referenced docket please find Eversource's Objection to Matthew Fitch's Request For Emergency Suspension of Eversource's Certificate of Site and Facility.

Please call me with any questions.

Sincerely,


for:

Barry Needleman

Enclosure

McLane Middleton, Professional Association
Manchester, Concord, Portsmouth, NH | Woburn, Boston, MA

McLane.com

**STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

SEC DOCKET NO. 2015-04

**APPLICATION OF PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY
FOR A CERTIFICATE OF SITE AND FACILITY**

**EVERSOURCE’S OBJECTION TO MATTHEW FITCH’S REQUEST FOR
EMERGENCY SUSPENSION OF EVERSOURCE’S CERTIFICATE OF SITE AND
FACILITY**

Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or the “Applicant”) objects to Matthew Fitch’s (“Mr. Fitch”) Request for Emergency Suspension of Eversource’s Certificate of Site and Facility (the “Motion”). The Motion is factually inaccurate and legally flawed for the following reasons: (1) Eversource has a valid 100’ wide easement to construct the Seacoast Reliability Project; (2) the Motion seeks relief in the wrong forum; (3) Eversource’s valid easement has not been abandoned; and (4) Mr. Fitch, as a full intervener in the underlying proceeding, could have and should have raised these arguments previously.

I. Introduction

The Motion makes a number of factually inaccurate and legally flawed statements. As a preliminary matter, the existing 100’ wide Eversource easement on Mr. Fitch’s property (the “Utility ROW”) has been continuously in use since its acquisition in 1949, has not been abandoned, and is currently in use by Eversource. The Utility ROW is currently occupied by an active electric distribution line that feeds electricity to 345 Durham Point Road, 297 Durham Point Road, and 295 Durham Point Road. Each of these three properties are located to the east of Durham Point Road and are accessed via the common driveway for each of the properties, which driveway runs parallel or adjacent to the Utility ROW. In addition, facilities within the existing 100’ wide Eversource easement on property just to the west of Durham Point Road

(which is a part of the same utility corridor as the Utility ROW) provide electricity, via a transformer on Durham Point Road, to Mr. Fitch's residence located at 291 Durham Point Road.

Indeed, Mr. Fitch acknowledges in his Motion that there is an existing single-phase conductor that is energized within the Utility ROW. *See* Motion at page 1 (Exponent's Pre-Construction Measurement of Electric- and Magnetic-Field Levels states that "a single phase (19.9 kV L-N) conductor below the 3-phase distribution line . . . is energized." (emphasis added)).¹ Based on these facts alone, there is no "emergency",² Eversource has not made a "material representation" pursuant to RSA 162-H:8, II, and the Motion should be denied.³

II. Eversource has a Valid Easement to Construct the Project on Mr. Fitch's Property.

Mr. Fitch acquired his property by deed of Kenneth and Deborah Moore dated February 11, 2005, recorded with the Strafford County Registry of Deeds in Book 3158, Page 531, a copy of which is attached at Exhibit 2 (the "Fitch Deed"). Mr. and Mrs. Moore acquired the Fitch property by deed of Sherwood Rollins, dated October 28, 1955 and recorded with the Strafford County Registry of Deeds in Book 653, Page 145, a copy of which is attached at Exhibit 3 (the "Moore Deed").

¹ Mr. Fitch inaccurately states that the "19.9 kV conductor" runs from Durham Point Road down the shared driveway. Indeed, as depicted on Exhibit 1, the energized single-phase conductor is located within the Utility ROW. The utility line that runs down the shared driveway that Mr. Fitch refers to is a communication cable—not the electric distribution line. As the Exponent report quoted by Mr. Fitch makes clear, the energized single-phase distribution line is "below the 3-phase distribution line" that is within the Utility ROW. Exponent's Pre-Construction Measurement of Electric- and Magnetic-Field Levels at B-15 (August 6, 2019) (emphasis added).

² To the extent the Committee believes Mr. Fitch has put forth evidence that may support a potential suspension—a position that Eversource unquestionably disputes—the Committee must provide an opportunity for an adjudicative hearing unless an emergency exists. N.H. Code Admin R. 302.02(a)–(c). The Motion does not establish any facts to demonstrate that an "emergency" exists. As discussed *infra*, Mr. Fitch could have and should have obtained a copy of his own deed and the easement deed establishing the Utility ROW and made these arguments long ago. Therefore, the request for "emergency" relief should be denied.

³ Mr. Fitch cites to Eversource's Seacoast Reliability Project Existing Cable Removal Plan and asserts that "the lines within the corridor on my property were abandoned as early as 1995 (24 years ago) when they were taken out of service." This is not correct. The 3rd bullet on page 1 of the Existing Cable Removal Plan only refers to the existing submarine cables in Little Bay; the statement does not apply to the distribution lines located within the Utility ROW.

Both the Moore Deed and the Fitch Deed contain the following exception: “This conveyance is also subject to the power line right of way and easement to the New Hampshire Gas and Electric Company across the Premises.” *Id.* That exception refers to the easement that Sherwood Rollins granted to the New Hampshire Gas and Electric Company dated December 3, 1949, recorded with the Strafford County Registry of Deeds in Book 577, Page 475, a copy of which is attached at Exhibit 4, defined as the “Utility ROW” above. Within the generally 100’ wide corridor comprising the Utility ROW, Sherwood Rollins granted broad rights to the New Hampshire Gas and Electric Company⁴ as follows:

The perpetual and exclusive right and easement to enter upon and construct, reconstruct, extend, repair, replace, maintain, operate, inspect and patrol, and at its pleasure remove lines for the transmission and/or distribution of electric energy, power and current, consisting of suitable and sufficient poles or towers or both, with wires, supported by the same, and necessary guys, cross arms, braces, insulators, counterpoises and other usual fixtures, equipment and appurtenances, used or adapted for the transmission and/or distribution of electric energy....

From the language above, it is clear that the intent of Mr. Rollins, in granting the Utility ROW, was to allow all practical use of the 100’ strip for the provision of electric energy.

III. The Site Evaluation Committee Does Not Adjudicate Property Rights

The SEC has previously held that adjudication of property rights between private parties must be left to the courts. *See Order on Lagaspence Motion to Postpone and Grafton County Commissioners’ Motion to Continue*, SEC Docket No. 2015-06 at 2–3 (April 7, 2017) (concluding that adjudication of property rights between private parties is left for the courts). Specifically, the *Lagaspence Order* stated that: “[t]he Committee does not have the authority to adjudicate property rights between private parties. *The ultimate determination of property rights is left to the courts.* The Committee’s authority is to determine whether a

⁴ Eversource is the successor in interest to the New Hampshire Gas and Electric Company as the result of several mergers and/or reorganizations.

proposed project should be sited, constructed, and operated as provided in the application.”
Order at 2-3 (emphasis added).⁵

Furthermore, it is clear that the interpretation of deeds must be left to the courts. *See Lynch v. Town of Pelham*, 167 N.H. 14, 20 (2014) (“The proper interpretation of a deed is a question of law for [the New Hampshire Supreme Court].”). This principle plainly applies to an express grants of utility easements by deeds. *See Lussier v. N.E. Power Co.*, 133 N.H. 753, 757 (1990). Therefore, Mr. Fitch’s arguments are not properly before the Committee.

IV. Eversource’s Easement Has Not Been Abandoned As a Matter of Law

As described above, Eversource currently maintains an active electric distribution line within the Utility ROW that has been in use since 1949. The Motion erroneously relies upon a provision in the deed establishing the Utility ROW regarding abandonment. That provision provides as follows:

It is understood and agreed that in the event that the lines, equipment, or appurtenances, or any replacements thereto, shall be abandoned by said grantee, or its successors and assigns, the land over which the easements exist shall revert to the then owner or owners of the premises.

The New Hampshire Supreme Court has, in numerous cases, determined whether or not an easement has been abandoned as a matter of law. The assertions by Mr. Fitch ignore, not only the facts surrounding Eversource’s use of the Utility ROW, but well-settled law regarding the abandonment of an easement. Specifically, the Supreme Court has held that non-use of an

⁵ The NH PUC has also reached the same conclusion. *See Prehearing Conference Order Granting and Denying Petitions to Intervene and Denying Motion to Dismiss*, PUC Docket DE 15-464, Order No. 25,882, at 6 (April 15, 2016). (“Our review of the easements, their ownership, and transferability is necessary, but will be limited to whether the easements on their face appear to be broad enough to allow for construction of the NPT project, and are transferrable in the manner claimed by Eversource. As such, our review will not be binding on individual property owners. Property owners who wish a determination of their rights in the easements on their lands with respect to Eversource and NPT should seek redress in the courts.”).

easement,⁶ without more, is not sufficient to find that an easement has been abandoned.

Bruchhausen v. Walton, 111 N.H. 98, 104 (1971). Instead, the party who is thought to have abandoned the easement must have made “clear, unequivocal and decisive acts” showing an intent to abandon all rights in the easement. *Gagnon v. Carrier*, 96 N.H. 409, 411 (1951).

Further, “the holder of an easement does not forfeit a part of it because he has no present need for it or because he is unlikely to exercise the whole of it.” *Id.* (citing *Wheeler v. Wilder*, 61 N.H. 2, 8 (1881)). Thus, as a matter of law, there are three core elements to consider when determining whether an easement has been abandoned:

1. Mere non-use, alone, does not constitute abandonment of an easement.
2. Clear, unequivocal, and decisive acts are required to abandon an easement.
3. Non-use or lack of need of part of an easement does not abandon that part or the whole.

In the case of the Utility ROW, Mr. Fitch contends that it has been abandoned because certain lines have been de-energized for periods of time. Even if true, this fact does not in any way constitute abandonment of the easement, and such an assertion plainly fails as a matter of law and common sense. Eversource has continued to use the Utility ROW, and to this day distributes electric energy via the Utility ROW. Eversource has not made any clear, unequivocal, or decisive act to abandon the Utility ROW. To the contrary, Eversource has used it continuously, even though it does not have to do so to retain its rights. Therefore, as a factual and legal matter the easement has not been abandoned.

⁶ As previously noted, the ROW in question was acquired by Eversource’s predecessor in interest in 1949 and has been continually in use since that time. Mr. Fitch fails to allege any facts supporting abandonment of the easement by Eversource.

V. Mr. Fitch Could Have and Should Have Obtained a Copy of the Relevant Easement Deed Prior to August 14, 2019, and Therefore, Is Precluded from Arguing that Eversource Does Not Have a Valid Easement

The Motion seeks an emergency suspension based, in part, on “recently discovered information.” Motion at 1. However, the arguments in the Motion relate to a deed that is dated December 6, 1949 and is clearly within the chain of title for Mr. Fitch’s property.⁷ This is not new information. Mr. Fitch could easily have obtained a copy of his own deed and the easement deed establishing the Utility ROW long ago if he chose to do so. Moreover, the Motion does not present any new information and does not provide any reason why these arguments could not have been made sooner. Therefore, Mr. Fitch should be precluded from making these arguments at this time. *See e.g., State v. Davis*, 149 N.H. 698, 703 (2003) (failing to raise an argument below and failing to raise an issue in a brief constitutes a waiver); *Laborers’ Pension Fund v. W.R. Weis Company, Inc.*, 879 F.3d 760, 766 (2018) (failing to raise an argument below constitutes a waiver).

VI. Conclusion

Based upon the foregoing, the Motion inaccurately characterizes the status of electric facilities within the Utility ROW, improperly asks the Committee to adjudicate property rights, entirely ignores New Hampshire law on abandonment of easements, and fails in every respect to articulate any basis on which to grant the Motion. Therefore, Eversource has not made a “material representation” pursuant to RSA 162-H:8, II. In addition, the Motion does not allege any other facts or make other arguments to support a suspension of Eversource’s Certificate pursuant to RSA 162-H:12, II. Therefore, Mr. Fitch’s Motion should be denied.

⁷ Property that is conveyed passes subject to all existing easements. *See e.g., McLeary v. Lourie*, 80 N.H. 389 (1922). Moreover, Mr. Fitch’s Quitclaim Deed specifically states that the “conveyance is also subject to the power line right of way and easement of the New Hampshire Gas and Electric Company across the premises.” *See* Exhibit 2.

WHEREFORE, Eversource respectfully asks that the Committee's Administrator:

- a. Deny Mr. Fitch's Request for Emergency Suspension of Eversource's Certificate of Site and Facility; and
- b. Grant such other further relief as is deemed just and appropriate.

Respectfully Submitted,

Public Service Company of New Hampshire d/b/a
Eversource Energy

By its attorneys,

McLANE MIDDLETON
PROFESSIONAL ASSOCIATION

Dated: August 20, 2019

By: Adam Dumville
Barry Needleman, Esq. Bar No. 9446
Adam Dumville, Esq. Bar No. 20715
11 South Main Street, Suite 500
Concord, NH 03301
(603) 226-0400
barry.needleman@mclane.com
adam.dumville@mclane.com

Certificate of Service

I hereby certify that on this 20th day of August 2019, an electric copy of this Combined Objection was electronically sent to the New Hampshire Site Evaluation Committee and served upon the SEC Distribution List.

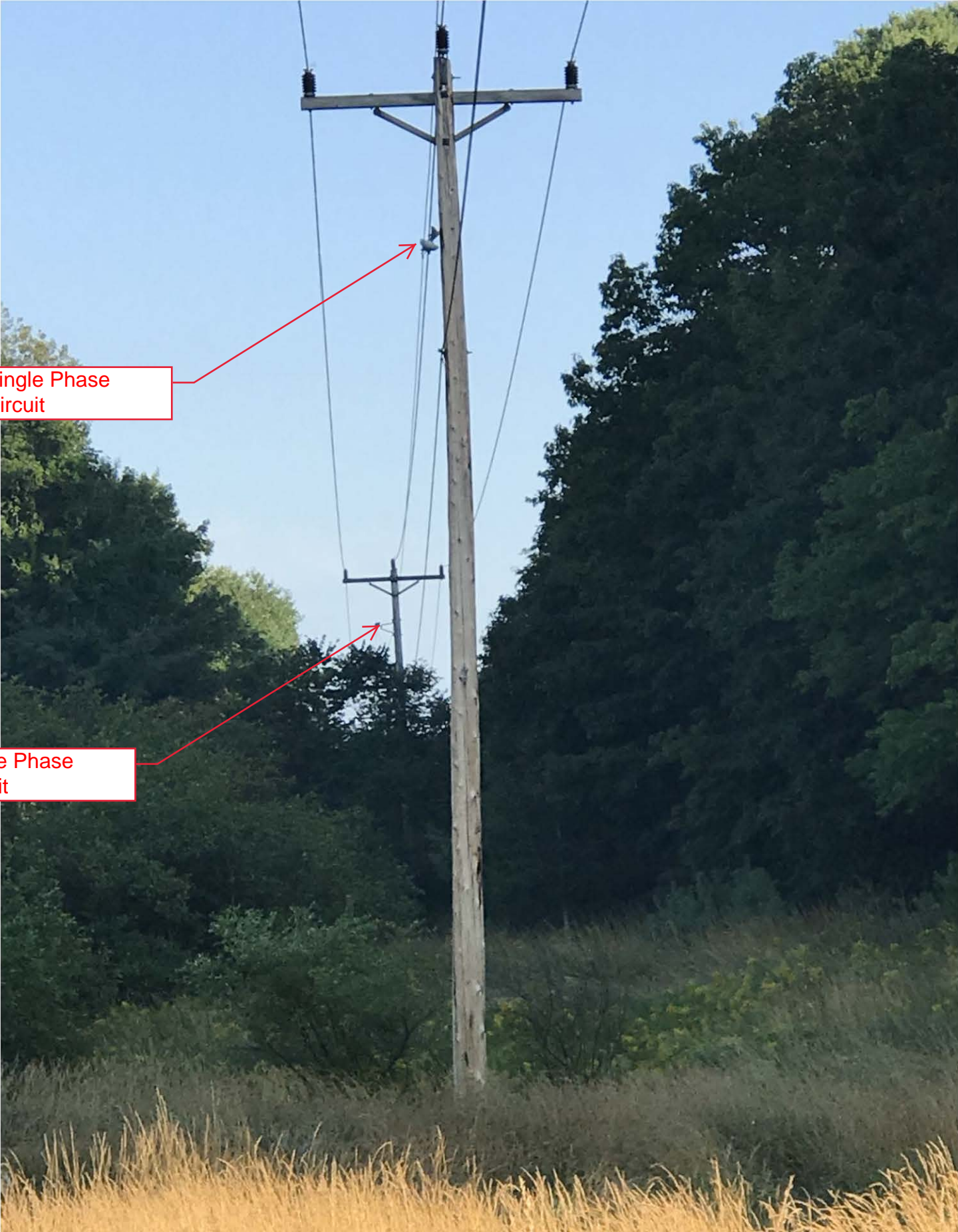
Adam Dumville for:
Barry Needleman

Fitch Property Photos August 15, 2019

From Durham Point Rd looking east toward Little Bay Launch. Gans' property in foreground.



Current direct comparison to DR Exhibit "Distribution Line 1"



Single Phase
Circuit

Single Phase
Circuit

Current vegetation growth around lines, equipment, pole on Fitch property August 15, 2019 - A



Current vegetation growth around lines, equipment, pole on Fitch property August 15, 2019 - B



Single Phase
Circuit

2005 MAR 21 AM 10:49
 REGISTER OF DEEDS
 STRAFFORD COUNTY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT We, Kenneth E. Moore and Deborah P. Moore, husband and wife, of 301 Durham Point Road, Town of Durham, County of Strafford, State of New Hampshire, for no consideration paid, grant to Matthew Fitch and Amanda E. Fitch, of 2 Adelle Drive, City of Dover, County of Strafford, State of New Hampshire, as joint tenants with rights of survivorship, with **QUITCLAIM COVENANTS,**

A tract or parcel of land situate on the Southeasterly side of said Durham Point Road in said Durham, bounded and described as follows; viz:

Beginning on the Southeasterly side of said Durham Point Road at the Southwesterly corner of the tract herein conveyed at a stone post marked with an "R" at other land of the grantor herein; thence running in a Southeasterly direction along a stone wall and other land of the grantor herein to an oak tree and wire fence; thence turning and running Northeasterly by said wire fence to a gate; thence continuing Northeasterly by said gate across a right of way and by a stone wall and fence and said other land of the grantor herein to land of Alice Kingman; thence turning and running Northwesterly by a stone wall and wire fence and said Kingman land to the Southeasterly side of said Durham Point Road; thence turning and running Southwesterly by said Durham Point Road to the point of beginning.

This conveyance is also subject to the power line right of way and easement of the New Hampshire Gas and Electric Company across the premises.

This conveyance is also subject to a right of way across the described tract of land herein from the Durham Point Road across said premises to other land of the grantor herein, said right of way being reserved for Sherwood Rollins, the grantor herein, Perley I. Fitte, Leon Batchelder, New Hampshire Gas and Electric Company, Howard D. and Hildegard Griffin, and all of their respective heirs, administrators, successors and assigns.

006252

BK3158 PG0531

Meaning and intending to describe and convey a portion of the same premises conveyed by virtue of a Warranty Deed to Kenneth E. Moore and Deborah P. Moore from Sherwood Rollins dated October 28, 1955 and recorded October 31, 1955 in Book 653, Page 145 in the Strafford County Registry of Deeds.

This is a non-contractual conveyance.

IN WITNESS WHEREOF, We have hereunto set our hands this 11th day of February, 2005.

Kenneth E. Moore
Kenneth E. Moore

Deborah P. Moore
Deborah P. Moore

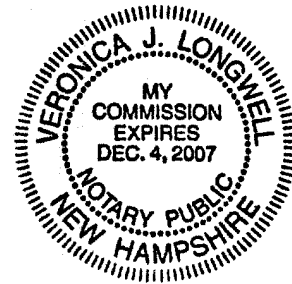
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 11th day of February, 2005, personally appeared the above-named Kenneth E. Moore and Deborah P. Moore acknowledged the foregoing to be their free act and deed.

Veronica J. Longwell
Notary Public/Justice of the Peace

My Commission Expires:

12-4-07



BK3158 PG0532

Know All Men By These Presents

THAT I, Sherwood Rollins of Durham, in the County of Strafford and State of New Hampshire, for consideration paid, grant to Kenneth E. Moore and Deborah P. Moore, both of Durham, in said County of Strafford and State of New Hampshire, with warranty covenants to the said Kenneth E. Moore and Deborah B. Moore, as joint tenants with rights of survivorship, ~~XXX~~ a certain tract or parcel of land with the buildings thereon, situate in Durham, County of Strafford and State of New Hampshire, on the Northwesterly side of the road leading from Durham Point to Newmarket and known as the Durham Point Road, so-called, bounded and described as follows; viz: Beginning on the Northwesterly side of said highway at the Southeasterly corner of the land herein conveyed at a stone wall and land now or formerly of J. Langley heirs; thence running in a Northwesterly direction along said stone wall and a wire fence to another stone wall at land now or formerly of Elmer Rand; thence turning and running in a Southwesterly direction along said stone wall and land of said Rand to another stone wall at land of John Dame; thence turning and running in a Southeasterly direction by a stone wall and land now or formerly of J. Langley heirs to the Northwesterly side of said Durham Point Road; thence turning and running Easterly by said Durham Point Road to the point of beginning.

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Meaning and intending hereby to convey all of the first described tract of land in the deed from James Walker to Sherwood Rollins, dated June 23, 1928 and recorded in Strafford County Registry of Deeds, Book 430, Page 452.

Also another tract or parcel of land situate on the Southeasterly side of said Durham Point Road in said Durham, bounded and described as follows; viz: Beginning on the Southeasterly side of said Durham Point Road at the Southwesterly corner of the tract herein conveyed at a stone post marked with an "R" at other land of the grantor herein; thence running in a Southeasterly direction along a stone wall and other land of the grantor herein to an oak tree and wire fence; thence turning and running Northeasterly by said wire fence to a gate; thence continuing Northeasterly by said gate across a right of way and by a stone wall and fence and said other land of the grantor herein to land of Alice Kingman; thence turning and running Northwesterly by a stone wall and wire fence and said Kingman land to the Southeasterly side of said Durham Point Road; thence turning and running Southwesterly by said Durham Point Road to the point of beginning.

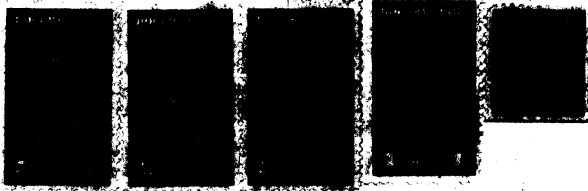
Meaning and intending hereby to convey a portion of the second described tract of land in the aforesaid deed from James Walker to Sherwood Rollins.

This conveyance is subject to the pasture rights given by Sherwood Rollins to Virgil F. Scribner, said pasture rights being only for the year 1955.

This conveyance is also subject to the power line right of way and easement of the New Hampshire Gas and Electric Company across the premises.

This conveyance is also subject to a right of way across the second described tract of land herein from the Durham Point Road across said premises to other land of the grantor herein, said right of way being reserved for Sherwood Rollins, the grantor herein, Perley I. Fitts, Leon Batchelder, New Hampshire Gas and Electric Company, Howard D. and Hildegard Griffin, and all of their respective heirs, administrators, successors and assigns.

This conveyance also includes all of the poultry equipment and fixtures now situated in and on the within conveyed premises and now being used for poultry purposes.



And I, Alice Rollins, (wife of said grantor, release to said grantor all rights of dower and homestead and other interests therein.

Witness OUR hands and seals this 28th day of October, 1955.

WITNESSES:

[Signature of William P. Boynton]

[Signatures of Sherwood Rollins and Alice Rollins]

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this the 28th day of October, 1955, before me, the undersigned officer, personally appeared Sherwood Rollins and Alice Rollins known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

[Signature of William P. Boynton] Justice of the Peace Title of Officer

RECEIVED 8:30 A. M. Oct. 31, 1955

EXAMINED BY [Signature] Register

Know All Men By These Presents

THAT, I, George W. Scott, of Rochester, in the County of Strafford and State of New Hampshire,

for and in consideration of the sum of One Dollar and other good and valuable consideration to me in hand before the delivery hereof, well and truly paid by John W. Gerow and Margaret M. Gerow, husband and wife, both of said Rochester,

the receipt whereof I do hereby acknowledge, have granted, bargained and sold and by these presents give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said John W. Gerow as joint tenants, and not as tenants in common, to them and their assigns, and to the survivor of them, and to the heirs and assigns of such survivor forever, a certain tract or parcel of land, situate on the Southeasterly side of the Haven T. Nutter Boulevard, so-called, as indicated on a certain plan, entitled "Plan of Proposed Street and House Lots, Nutter Estate, Rochester, N. H., October 1940... surveyed by J. Morrison", bounded and described as follows:

Beginning at an iron pin set or to be set in the ground on the Southeasterly side of said Boulevard, which said iron pin is a distance of thirty-five (35) feet Southwesterly of the Northwesterly corner of Lot No. 24 as shown on said Plan; thence running in a Southeasterly direction by the Southwesterly side of the Northeasterly one-half of Lot No. 25 as shown on said Plan, a distance of One hundred eighty-eight (188) feet, more or less, to an iron pin set or to be set in the ground at the Southwesterly corner of the Northeasterly one-half of said Lot No. 25, which said iron pin is a distance of thirty-five (35) feet Southwesterly of the Southwesterly corner of said Lot No. 24; thence turning and running in a Southwesterly direction for a distance of one hundred and five (105) feet to an iron pin set or to be set in the ground at the Southeasterly corner of Lot No. 27 as shown on said Plan; thence turning and running in a Northwesterly direction by the Northeasterly side of said Lot No. 27 a distance of one hundred eighty-nine (189) feet four (4) inches to an iron pin set or to be set in the ground on the Southeasterly side of said Boulevard; thence turning and running in a Northeasterly direction by said Boulevard a distance of one hundred and five (105) feet to the point begun at.

Meaning and intending hereby to convey the Southwesterly one-half of Lot No. 25 as shown on said Plan and Lot No. 26 as shown on said Plan, which said premises constitute a portion of the premises conveyed to the Grantor and Charlotte E. Scott, deceased wife of said Grantor, as joint tenants, which the said Grantor bequeathed to the Grantees as hereinabove provided in his capacity as surviving joint tenant. See Warranty Deed of Ernest F. Nutter and Arlene E. Morgan to the said Grantor and the said Charlotte E. Scott, dated October 31, 1949, recorded Strafford County Registry of Deeds, Book 576, Page 93.

Also a right-of-way over said Haven T. Nutter Boulevard as indicated on said Plan until such time as said Boulevard is accepted by the City of Rochester as a public highway.

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To have and to hold the same to the said New Hampshire Gas and Electric Company and its successors and assigns forever; and the grantor covenants and agreed that he has full right, title and authority to convey the foregoing rights and privileges and will defend the same against the claims or demands of all persons whomsoever.

And I, am unmarried.

Witness the hand and seal of the grantor this 6th day of December, 1949.

In presence of

William A. Chase
Herbert F. Hill

Philip A. Reilly (SEAL)

STATE OF NEW HAMPSHIRE
Rock, SS.
Dec. 6, 1949.

Philip A. Reilly personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me,

Augustine J. Sheedy
Justice of the Peace.

Received 2:17 P.M. December 27, 1949.

Examined by *Anna M. Dube* Register.

KNOW ALL MEN BY THESE PRESENTS

THAT I, Sherwood Rollins of Durham, County of Strafford in the State of New Hampshire in consideration of One Dollar and other considerations paid by the NEW HAMPSHIRE GAS AND ELECTRIC COMPANY, a New Hampshire corporation, hereinafter called the grantee, do hereby sell and convey unto said NEW HAMPSHIRE GAS AND ELECTRIC COMPANY and its successors and assigns, the perpetual and exclusive right and easement to enter upon and to construct, reconstruct, extend, repair, replace, maintain, operate, inspect and patrol, and at its pleasure remove lines for the transmission and/or distribution of electric energy, power and current, consisting of suitable and sufficient poles, or towers, or both, with wires, supported by the same, and necessary guys, cross arms, braces, insulators, counterpoises, and other usual fixtures, equipment and appurtenances used or adapted for the transmission and/or distribution of electric energy, power and current, including wires for the private telephone line of the grantee, over and across a strip of land one hundred feet in width, fifty feet on either side of the center line thereof, except where said width is diminished by the property line of Alice M. Kingman extending from land of Leon W. Batchelder and Claire E. Batchelder and of Perley I. and Marguerite M. Fitts to land of Alice M. Kingman, and being a part of the premises of the grantor in said Durham, acquired by said grantor by deed of Stonehouse Farms, Inc., dated July 2, 1943, and recorded with Strafford County Registry of Deeds, Book 516, Page 452, which are bounded and described as follows:

Commencing at a point in the division line between lands of Sherwood Rollins and of Leon W. Batchelder and Claire E. Batchelder, distant Northeasterly 210.28 feet from the Southwesterly corner of land of said Batchelders; thence by said Rollins land N. 70° 52' W. 147.91 feet to a point; thence continuing by said Rollins land N. 53° 30' W. 604.54 feet to a point; thence continuing by said Rollins land N. 24° 05' W. 1291.52 feet to land of Alice M. Kingman; thence by said Kingman land S. 70° 29' E. 46.55 feet to a point; thence continuing on said Kingman land S. 52° 34' E. 88.35 feet; thence continuing by said Kingman land S. 39° 54' W. 88.60 feet to other land of Sherwood Rollins; thence by said Rollins other land S. 24° 05' E. 1070.05 feet to a point; thence continuing by said Rollins land S. 53° 30' E. 562.80 feet to a point; thence continuing on said Rollins land S. 70° 52' E. 136.91 feet to land of Perley I. and Marguerite M. Fitts; thence by said Fitts' land S. 21° 35' W. 50.05 feet to land of Leon W. Batchelder and Claire E. Batchelder; thence by said Batchelder land S. 21° 35' W. 50.05 feet to point of beginning.

Also the perpetual right and easement, at any time and from time to time, and without further payment therefor, to clear by cutting or use of chemicals and keep cleared said strip of trees, underbrush, buildings and other structures, to pass along said strip to and from the adjoining lands for all of the above purposes, including the removal of said line or lines and to pass over the grantor's premises to and from said strip as reasonably required together with the right to cut large trees adjacent to but not within said strip.

The location of said strip and right of way is further described as being fifty feet on either side of the center line, except where said width is diminished by the property line of Alice M. Kingman, and which center line is described as follows: Commencing at a point in the division line between lands of Sherwood Rollins, Leon W. Batchelder and Claire E. Batchelder, and Perley I. and Marguerite M. Fitts, distant Northeasterly as said division line runs 260.33 feet from the Southwesterly corner of land of said Batchelder; thence N. 70° 52' W. 142.41 feet to a point; thence N. 53° 30' W. 583.67 feet to a point; thence N. 24° 05' W. 1216.17 feet to land of Alice M. Kingman.

All directions herein are magnetic 1948.

Conveying also to the grantee, its successors and assigns, the right with others having rights therein, to use a certain right of way running across land of the grantor from the Durham Point Road, so-called, to land of Perley I. Fitts and Marguerite M. Fitts, and of Leon W. Batchelder and Claire E. Batchelder, for all necessary or desirable purposes connected with the maintenance and operation of its lines on the above described premises, the premises of said Fitts and of said Batchelder, and as a means of access to the cable house of the grantee on the shore of Little Bay, so-called.

(U. S. Rev.)
\$.55
S. R.
12/3/49

See Plan filed in Book page 221

Access & Utility Rights

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It is understood and agreed that in the event that the lines, equipment or appurtenances, or any replacements or additions thereto, shall be abandoned by said grantee, or its successors or assigns, the land over which the easements exist shall revert to the then owner or owners of the premises.

For further description of said rights, privileges and easements, see map entitled "New Hampshire Gas & Electric Company, Portsmouth, N. H., 'North Line', Portsmouth to Epping power line right-of-way 100 ft. in width across property of Sherwood Rollins located on the Southeasterly side of the Durham Point Road in the Town of Durham, Strafford, County, N. H.," by Albert Moulton, C. E., Nov. 1948, hereto attached and made a part of this conveyance, and also separately recorded with Strafford County Registry of Deeds.

It is understood and agreed that the consideration paid for the rights and easements herein conveyed shall include any wood and timber cut which shall be and remain the property of the grantor after cutting is completed.

It is agreed that said line(s), whether fixed to the realty or not shall be and remain the property of the Grantee, its successors and assigns.

To have and to hold the same to the said New Hampshire Gas and Electric Company and its successors and assigns forever, and the grantor covenants and agrees that he has full right, title and authority to convey the foregoing rights and privileges and will defend the same against the claims or demands of all persons whomsoever.

And I, Alice H. Rollins, wife of the said grantor, hereby release all my rights of dower in the foregoing premises so far as affected by the above conveyance.

Witness the hands and seals of the grantor and Alice H. Rollins, wife, this third day of December, 1949.

In presence of

Bradford W. McIntire

Sherwood Rollins (SEAL)
Alice H. Rollins (SEAL)

STATE OF NEW HAMPSHIRE
Strafford, SS.
December 3rd, 1949.

Sherwood Rollins and Alice H. Rollins personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

Bradford W. McIntire
Justice of the Peace.

Received 2:17 P. M. December 27, 1949.

Examined by. *James M. Duke* Register.

KNOW ALL MEN BY THESE PRESENTS,

THAT I, Charles E Smith of Concord, County of Merrimack and State of New Hampshire

For and in Consideration of the sum of One thousand four hundred eighty-six and 07/100 Dollars to me in hand, before the delivery hereof, well and truly paid by the UNION TRUST COMPANY, of Concord, N.H.

The receipt whereof is hereby scknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, and convey unto the said UNION TRUST COMPANY, its successors and assigns forever, a certain tract of land, together with the buildings thereon situated on the south shore of Bow Lake in the town of Strafford, in the County of Strafford and said State, being parts of what are known as Lots No. 1 and No. 2, all which in turn are a part of Lot No. 36 in the Half Mile Range, and also a triangular piece located northeast of said lot, all of which are more particularly described and bounded as follows: Beginning at the northeasterly corner of said tract on said south shore of Bow Lake at a point where there is an iron hub in the ground on the shore of said Lake at the northwest corner of land now or formerly of Blanche M. Davis; thence southerly along the line of said Davis land 113.19 feet more or less to an iron pin; thence southwesterly 129 feet more or less to an iron pipe; thence northwesterly in a line 40 feet distant and parallel to the line of Lot No. 2, a distance of 150 feet more or less to an iron pipe driven in the shore of the Lake; thence easterly along the shore to said Lake 156 feet more or less to the point of beginning, together with a right of way from the town line to the above-described premises, as set forth in a deed of William A Brown to Harvey C. Conant, dated

See Assignment recorded in Book 67, Page 391

Concord, N.H. Jan 9, 1949
James M. Duke
John F. Stewart
830 Jan 10, 1949
1949 *Charles E. Smith*