RESOLUTION

AUTHORIZING PURCHASE AND SALE OF CITY LAND AT 21 PINE STREET (MAP 77, LOT 17) AND LAND OF PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY AT 3 PINE STREET EXTENSION (MAP 77, LOT 2A)

CITY OF NASHUA

In the Year Two Thousand and Nineteen

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is hereby authorized to enter into a Purchase and Sale Agreement, similar to the attached, for easements and a landswap, after a lot line relocation, of land of the City at 21 Pine Street (Map 77, Lot 17) and land of Public Service Company of New Hampshire d/b/a Eversource Energy (“PSNH”) at 3 Pine Street Extension (Map 77, Lot 2A).

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents related to the lot line relocation, sale, purchase and easements contemplated in the Purchase and Sale Agreement.
RESOLUTION: R-19-147

PURPOSE: Authorizing Purchase and Sale of City land at 21 Pine Street (Map 77, Lot 17) and land of Public Service Company of New Hampshire d/b/a Eversource Energy at 3 Pine Street Extension (Map 77, Lot 2A)

ENDORSERS: Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: None

ANALYSIS

This resolution authorizes a lot line relocation between City land at 21 Pine Street (Map 77, Lot 17) and land of Public Service Company of New Hampshire d/b/a Eversource Energy at 3 Pine Street Extension (Map 77, Lot 2A), a transfer and acceptance of land after the lot line relocation, and easements on terms and conditions similar to the attached Purchase and Sale Agreement.

The contemplated transaction is a “swap” with no monetary consideration by either party.

Charter §77 provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city.”

One of the easements impacts Lot E-1487, land in Mine Falls Park. As such, it is recommended that the resolution also be referred to the Mine Falls Advisory Committee.

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: June 5, 2019
PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement (this “Agreement”) dated the ___ day of ________, 2019, by and between Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire corporation, of 780 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter “PSNH”), and the City of Nashua, a New Hampshire municipal corporation, of 229 Main Street, Nashua, New Hampshire 03060 (hereinafter the “City”). (PSNH and the City being also referred together hereinafter as the “Parties”).

WHEREAS, PSNH owns a certain lot of land in the City situated off the westerly side of Pine Street and Pine Street Extension, known as 3 Pine Street Extension, designated as City Tax Map and Lot Parcel ID 77-2A, comprised of 0.586 acres, more or less, which lot is currently improved with a PSNH substation known as the Nashua Millyard Substation, and associated power lines and facilities, being the same parcel conveyed to PSNH by deed of Nashua-New Hampshire Foundation dated December 8, 1949, recorded at the Hillsborough County Registry of Deeds in Book 1242, Page 391, less and excepting the premises conveyed by PSNH to Nimtco Realty Co., Inc., by deeds dated August 20, 1959, and February 11, 1966, recorded at said Hillsborough Registry in Book 1579, Page 284, and Book 1872, Page 101, respectively, the said lot being shown on a plan entitled “Tax Map 77 Lot 2A & 17, Existing Conditions Plan, Nashua Millyard Substation, 77 Pine Street & 21 Pine Street, Nashua, New Hampshire, Owned by City of Nashua (Map 77, Lot 17), Public Service Company of New Hampshire d/b/a Eversource Energy (Map 77, Lot 2A), Prepared for Public Service Company of New Hampshire d/b/a Eversource Energy”, Sheets 1 & 2, dated May 25, 2018, revised through Rev. 2 dated August 2, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 1 (the “Existing Conditions Plan”) (hereinafter the “PSNH Lot”);

WHEREAS, the City owns a certain lot of unimproved land, excepting building and tower foundation remnants, in the City situated northerly of and adjacent to the PSNH Lot, and also off the westerly side of Pine Street and Pine Street Extension, known as 21 Pine Street Extension, designated as City Tax Map and Lot Parcel ID 77-17, comprised of 1.36 acres, more or less, being all or a portion of the same premises conveyed to the City by deed of Gertrude Louise Cody, as surviving spouse of James F. Cody (Hillsborough County Registry of Probate #95-812), dated October 27, 2000, recorded at the Hillsborough County Registry of Deeds in Book 6313, Page 1929, and deed of Crotched Mountain Foundation, dated June 21, 2018, recorded at said Hillsborough Registry in Book 9093, Page 2292, the said lot also being shown on the Appendix 1 Existing Conditions Plan (hereinafter the “City Lot”); and,

WHEREAS, PSNH and the City desire to exchange ownership of the PSNH Lot, and a portion of the City Lot equivalent in acreage to the PSNH Lot, subject to and in accordance with the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, PSNH and the City agree as follows:

1. **Conveyances.** Subject to satisfaction of the contingencies and to the terms and conditions hereinafter set forth, the City and PSNH will complete a lot line adjustment between
the PSNH Lot and the City Lot (see Section 4(d)). The lot line adjustment will result in a newly configured Lot 77-17 comprised of 0.586 acres, more or less, (“Adjusted City Lot”), and a newly configured Lot 77-2A comprised of 1.3625 acres, more or less (“Adjusted PSNH Lot”). See Lot Line Adjustment Plan which is attached hereto and made a part hereof as Appendix 2(c). At time of closing, the City agrees to convey to PSNH the Adjusted City Lot (hereinafter the “City Conveyance”), and PSNH agrees to convey to the City the Adjusted PSNH Lot (hereinafter the “PSNH Conveyance”). The City Conveyance shall additionally include the conveyance by the City to PSNH of certain additional permanent easements for overhead and underground electric power lines, for access to and from Pine Street Extension, and for stormwater drainage improvements over and across a portion of the Adjusted PSNH Lot to be conveyed to the City and certain other land of the City as more specifically described in Section 3 below and substantially as shown on (a) a plan entitled “Proposed Map 77 Lot 17A, Easement Plan (Preliminary), Nashua Millyard Substation, 77 Pine Street & 21 Pine Street, Nashua, New Hampshire, Owned by City of Nashua (Map 77, Lot 17), Public Service Company of New Hampshire d/b/a Eversource Energy (Map 77, Lot 2A), Prepared for Public Service Company of New Hampshire d/b/a Eversource Energy”, dated June 20, 2018, revised through Rev. 3 dated July 26, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 2(a) (the “Preliminary Easement Plan”), and (b) a plan entitled “Grading & Drainage Plan, Eversource Energy, New Hampshire, Map 77 Lot 2A & 17, 77 Pine Street & 21 Pine Street, Nashua, NH, Nashua Millyard Substation”, dated December 6, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 2(b) (the “Grading and Drainage Plan”). The PSNH Conveyance shall additionally include the exception and reservation to PSNH of temporary rights for the existing PSNH Nashua Millyard Substation, and associated power lines and facilities, on the entire PSNH Lot, as more specifically described in Section 3 below.

2. Consideration. The Parties acknowledge and agree that, for purposes of the conveyances contemplated under this Agreement, the equivalent size of the PSNH Lot shall be 0.586 acres, and that the entire consideration for this transaction shall be the exchange of the Adjusted PSNH Lot for the Adjusted City Lot as configured by the agreed lot line adjustment plan required under this Agreement. The PSNH Conveyance is exempt from the New Hampshire real estate transfer tax pursuant to NHRSA 78-B:2, 1. The City Conveyance is exempt from such tax as to the City, but shall be taxable as to PSNH. For purposes of the declaration of consideration required to be filed with the New Hampshire Department of Revenue Administration, the price or consideration stated for the transfer to PSNH by the City Conveyance shall be the same as the fair market value determined by the fair market value appraisal opinion obtained by PSNH for purposes of obtaining the partial release of the PSNH Lot from the PSNH First Mortgage Indenture, as required under this Agreement, and the price or consideration stated for the transfer to PSNH by the City Conveyance of additional permanent easement rights shall be $4,000.00 or less resulting in the minimum transfer tax payable.

3. Easement and License Transfers and Reservations. (a) The City Conveyance shall at time of closing include the grant and conveyance by the City to PSNH, and its successors and assigns, of the following permanent, appurtenant easements on and over that portion of the Adjusted City Lot, and certain other land of the City as shown on the Appendix 2(a) Preliminary Easement Plan and the Appendix 2(b) Grading and Drainage Plan:
i. The permanent right and easement to travel, pass and repass, and to temporarily park, with personnel, vehicles, machinery and equipment, on, over and across the Proposed Access Easement (TM 77 Lot 17) shown on Appendix 2(a), for passage to and from the Adjusted City Lot being conveyed to PSNH and the Broad Street Parkway, the current location thereof being more specifically shown as the “Proposed Access Easement” on a Progress Print plan dated August 21, 2018, entitled “Tax Map 77 Lot 17, Easement Plan, 21 Pine Street Extension, Nashua, NH, Prepared for Public Service Company of New Hampshire dba Eversource Energy” dated August 16, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(i); and,

ii. Pursuant to a certain Parkway Improvements Agreement dated May 5, 2014, and incorporated Improvements Plan, between the City and various others, including the Nashua Millyard Associates, Inc., the City is to be deeded the majority of Lot 77-1 currently owned by the Millyard Associates, Inc. After such conveyance to the City, the City agrees to grant a permanent right and easement to travel, pass and repass, with personnel, vehicles, machinery and equipment, on, over and across the Proposed Access Easement (TM 77 Lot 1) shown on Appendix 2(a), for passage to and from the Adjusted City Lot being conveyed to PSNH and the Broad Street Parkway, the current location thereof being more specifically shown as the “Proposed Access Easement” on a Progress Print plan dated August 21, 2018, entitled “Tax Map 77 Lot 1, Easement Plan, Nashua Millyard Associates, Inc., Prepared for Public Service Company of New Hampshire dba Eversource Energy” dated August 16, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(ii); and,

iii. The permanent right and easement to travel, pass and repass with personnel, vehicles, machinery and equipment, on, over and across the Proposed Access Easement (TM 77 Lot 28) shown on Appendix 2(a), for passage to and from the Adjusted City Lot being conveyed to PSNH and the Broad Street Parkway, the current location thereof being more specifically shown as the “Proposed Access Easement” on a Progress Print plan dated August 21, 2018, entitled “Tax Map 77 Lot 28, Easement Plan, City of Nashua, Prepared for Public Service Company of New Hampshire dba Eversource Energy” dated August 16, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(iii); and,

iv. The permanent rights and easements to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities, on, over, under and across the Proposed Utility Easement Areas on Adjusted PSNH Lot to conveyed to the City shown as TM 77, Lot 17 on Appendix 2(a) (inclusive of the “Proposed 20’ Wide Utility Easement” shown thereon), the locations thereof being more
specifically shown as “Proposed Utility Easement “A” and “Proposed Utility Easement “B” on Appendix 3(i). The easement will be specific as to whether and where the lines will be overhead or underground; and,

v. Pursuant to a certain Parkway Improvements Agreement dated May 5, 2014, and incorporated Improvements Plan, between the City and various others, including the Nashua Millyard Associates, Inc., the City is to be deeded the majority of Lot 77-1 currently owned by the Millyard Associates, Inc. After such conveyance to the City, the City agrees to grant a permanent right and easement to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities, on, over, under and across the Proposed Utility Easement Area on Tax Map 77 Lot 1 shown on Appendix 2(a), the location thereof being more specifically shown as “Proposed Utility Easement” on Appendix 3(ii). The easement will be specific as to whether and where the lines will be overhead or underground; and,

vi. The permanent right and easement to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities, on, over, under and across the Proposed Utility Easement Area on Tax Map 77 Lot 28 shown on Appendix 2(a), the location thereof being more specifically shown as “Proposed Utility Easement” on Appendix 3(iii). The easement will be specific as to whether and where the lines will be overhead or underground; and,

vii. The permanent rights and easements to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities, on, over, under and across the Proposed Utility Easement Areas on Tax Map 77 Lot 30 shown on Appendix 2(a), the locations thereof being more specifically shown as “Proposed Utility Easement “A”, “Proposed Utility Easement “B”, and “Proposed Utility Easement “C” on a Progress Print plan dated May 17, 2019, entitled “Tax Map 77 Lot 30, Easement Plan, City of Nashua, Prepared for Public Service Company of New Hampshire d/b/a Eversource Energy” dated August 16, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(vii). The easement will be specific as to whether and where the lines will be overhead or underground; and,

viii. The permanent right and easement to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities, on, over, under and across the Proposed Utility Easement Area on Tax Map E Lot 1487 shown on Appendix 2(a), the location thereof being more specifically shown as the “Proposed 40’
Wide Utility Easement” on a Progress Print plan dated August 21, 2018, entitled “Tax Map E Lot 1487, Easement Plan, City of Nashua, Prepared for Public Service Company of New Hampshire d/b/a Eversource Energy” dated August 16, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(viii). The easement will be specific as to whether and where the lines will be overhead or underground; and,

ix. The permanent right and easement to install, construct, operate, maintain, inspect, repair and replace stormwater drainage improvements, consisting of ditches, swales, berms, slopes, aprons, riprap, basins, weirs and spillways, with associated and necessary site excavation, trenching, backfilling and grading, on, over, under and across certain parts or portions of the Adjusted PSNH Lot to conveyed to the City as shown on the Appendix 2(b) Grading and Drainage Plan.

(b) The PSNH Conveyance shall at time of closing include the express reservation by and to PSNH, and its successors and assigns, of the temporary rights and easements for the maintenance, operation and eventual dismantling and removal as necessary of PSNH’s existing Nashua Millyard Substation facility, all of PSNH’s existing overhead and underground electric power and communications line, equipment and facilities, and all of PSNH’s existing accessways, drives, and parking areas on, over, under and across the entire PSNH Lot, said temporary rights and easements to expire and no longer be in any force or effect as encumbrances upon the PSNH Lot at such time as the replacement PSNH Nashua Millyard Substation, and all associated electric power and communications lines, equipment and facilities, and accessways, drives and parking areas are fully constructed, tested, operational and placed in service by PSNH on the Adjusted City Lot conveyed to PSNH by the City Conveyance, and all of PSNH’s substation and electrical lines, equipment and facilities are decommissioned, dismantled and removed from the PSNH Lot, and in any event such rights will expire no later than December 31, 2020 (hereinafter the “PSNH Reserved Easements”).

(c) At the termination of the PSNH Reserved Easements, PSNH shall leave the PSNH Lot free and clear of certain environmental matters caused by or attributed to PSNH’s use of the PSNH Lot for its Nashua Millyard Substation, and associated power lines and facilities, at the sole cost and expense of PSNH, in accordance with the environmental sampling results and recommendations of the GZA GeoEnvironmental, Inc. (“GZA”) report dated October 2, 2018 (the “GZA 2018 Report”), and the GZA Preliminary Cost Estimate of environmental transportation and disposal costs, dated March 21, 2019 (the “GZA Cost Estimate”), both of which are attached hereto and made a part hereof together as Appendix 4, consisting of the remediation, management and disposal of PCB-impacted concrete and PCB-impacted soils within the substation limits, and surficial substation soils with arsenic exceedances, and, the collection, removal and disposal of wind-blown asbestos-containing asphalt roofing debris on the PSNH Lot. The City agrees to accept the PSNH Lot in such condition, in lieu of any other or different environmental remediation or clean-up standards or requirements, except that the City shall have the right, if desired, to verify and confirm that the final condition of the PSNH Lot is
in accordance herewith at the time of the termination of the PSNH Reserved Easements. This section 3 (c) shall survive the PSNH Conveyance and the City Conveyance.

(d) Subject to PSNH’s obligations to comply with and follow the City’s usual process for obtaining licenses within the public road right-of-way, and to the provisions of Section 21 of this Agreement below, the City acknowledges and understands that it will be a condition of closing that PSNH be granted from the City the necessary license rights to install, construct, operate, maintain, patrol, inspect, repair, replace and remove overhead and underground electric power and communication lines, equipment and facilities on, over, under and across the Broad Street Parkway and Pine Street in the locations shown as the two “Proposed 20’ Wide Street License Area” areas on Appendix 2(a), the locations thereof being more specifically shown as “Proposed Street License Area “A” and “Proposed Street License Area License Area “B” on a Progress Print plan dated August 21, 2018, entitled “Street License Plan, City of Nashua, Pine Street, Nashua, NH, Prepared for Public Service Company of New Hampshire d/b/a Eversource Energy”, dated August 17, 2018, made by TFMoran, which is attached hereto and made a part hereof as Appendix 3(d).

(e) The form of the permanent easements to be granted by the City to PSNH and referenced in sub-paragraph (a) above shall be as each is set forth in Appendix 5 attached hereto and made a part hereof.

4. Contingencies to City Conveyance. The closing of the City Conveyance shall be contingent upon the performance and satisfactory completion by PSNH at PSNH’s sole cost and expense, or PSNH’s express waiver thereof in writing, of the following matters, all of which are expressly made contingencies to PSNH’s obligations under this Agreement:

(a) Title Examination. PSNH shall have the right to perform an examination of the marketability of title to the Adjusted City Lot, and to obtain a title insurance policy commitment from a national title insurance company authorized to do business in New Hampshire of its own choosing (“PSNH’s Title Insurer”) evidencing fee simple, marketable title to the Adjusted City Lot vested in the City, and pursuant to which PSNH’s Title Insurer agrees to issue to PSNH an American Land Title Association (ALTA) Form B owner’s title policy subject to the standard policy terms, conditions, exceptions and exclusions (“PSNH’s Title Examination”). PSNH shall complete PSNH’s Title Examination within forty-five (45) days after the date of this Agreement, and shall notify the City in writing on or before the expiration of said period of any defects in title disclosed by PSNH’s Title Examination. The City shall have 45 days after the receipt of such notification to cure such defects using reasonable efforts. Should the City fail or refuse to undertake such efforts or, despite such efforts, is unable to cure any such defects within the said cure period (or such reasonable extension of such period as the parties may mutually agree), then PSNH shall have the option to either (i) terminate this Agreement upon written notice to the City, whereupon this Agreement shall become null and void and neither party shall have any further rights or obligations to the other, or (ii) accept such title to the Adjusted City Lot as the City can convey subject to any such defect, and without any further obligation of the City to cure same. If PSNH does not timely provide the City with notice any defects in title as provided above, or does not terminate this Agreement due to the City’s failure, refusal or inability to cure
any of such title defects, then PSNH shall be deemed to have waived all objections to defects in title as of the date of this Agreement, but not as to any matters arising thereafter until time of closing.

(b) ALTA/NSPS Survey. PSNH shall have the right, at PSNH’s sole cost and expense, to obtain a boundary survey of the Adjusted City Lot by a registered professional land surveyor, meeting applicable ALTA/NSPS minimum land title survey standards and such other optional survey specifications as PSNH shall desire, with results substantially confirming the configuration, acreage and dimensions of the Adjusted City Lot as referenced hereinabove, and otherwise satisfactory to PSNH in its sole discretion. PSNH shall have a period of forty-five (45) days after the date of this Agreement (which period may be extended, at PSNH’s sole election if needed to complete its survey work, for one (1) additional consecutive period of thirty (30) days, upon written notice to the City) to obtain said survey. PSNH agrees to proceed in good faith and with due diligence to obtain said survey. The City agrees that PSNH and its surveyors shall have full access to the Adjusted City Lot from time to time to perform all work necessary to prepare and complete said survey for the purposes of this Agreement, and the City hereby grants such access. PSNH may terminate this Agreement upon written notice to the City within 45 days from the date of this Agreement (or any extension of such period as provided above) if the results of the survey are not satisfactory to PSNH in its sole discretion. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or obligations to the other.

(c) Due Diligence Inspections. On and after the date of this Agreement, PSNH and its designees (including without limitation scientists, engineers and consultants) are hereby granted and shall have full access to the City Lot from time to time, as and when PSNH shall deem necessary, but with prior notice to the City of not less than twenty-four (24) hours (which may be by email, telephone call, or other efficient means), for the purpose of making, at the sole cost and expense of PSNH, such examinations, inspections, tests, site assessments and analyses of the environmental, geotechnical and other conditions of the City Lot (including without limitation wetlands delineations), as PSNH shall deem necessary or desirable (“Inspections”). The City shall fully cooperate with PSNH in affording such access to and upon the City Lot as may be reasonably requested by PSNH or its designees to carry out the Inspections. It is understood and agreed by PSNH and the City, however, that a Phase I Environmental Site Assessment, dated January 31, 2019, of the City Lot was already conducted by GZA on PSNH’s behalf, a copy of which is attached hereto and made a part hereof as Appendix 6 (the “GZA Phase I ESA”), and that PSNH’s Inspections related to the environmental conditions of the City Lot shall be limited to such additional surveys, testing, sampling, characterizations and other activities to address the data gaps, potential asbestos containing materials, and the other business environmental risks identified and recommended in the GZA Phase I ESA with respect to the City Lot. Upon the completion of such Inspections and all related activities, PSNH shall promptly restore the City Lot to a condition substantially similar to its condition prior to the start of such activities. PSNH further agrees to indemnify the City and hold the City harmless from any liability, loss, cost or expense for personal injury or property claims or damage resulting directly from, or occurring during, the Inspections and all related activities on the City Lot by PSNH or its designees.
PSNH may terminate this Agreement upon written notice to the City not later than forty-five (45) days after the date of this Agreement (which period may be extended, at PSNH’s sole election if needed to complete its Inspections for one (1) additional consecutive period of thirty (30) days, upon written notice to the City), if the results from any of PSNH’s Inspections are not satisfactory to PSNH in its sole discretion, and which termination notice shall specify the reason or reasons for such termination. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or obligations to the other.

(d) Land Use Approvals. On or before ninety (90) days after the date of this Agreement (or such additional extension of such period as specified below), (i) the portion of the City Lot to be conveyed to PSNH pursuant to the City Conveyance is approved by the City of Nashua Planning Board pursuant to a valid and final lot line adjustment plan approved in accordance with City regulations, and any other applicable laws and regulations of the City and the State of New Hampshire, (ii) all final Federal, State of New Hampshire and City governmental licenses, permits, variances, special exceptions and other governmental or regulatory approvals or waivers (inclusive of but not limited to the City of Nashua Planning Board site plan approvals) necessary or required to allow PSNH to proceed with construction for the use and development of the City Lot (inclusive of but not limited to the portion of the City Lot to be conveyed to PSNH pursuant to the City Conveyance) for a new electric power utility substation, and all related and associated equipment, power and communications lines, facilities and improvements, of suitable and sufficient size and capacity (as determined by PSNH) to replace PSNH’s existing Nashua Millyard Substation and its associated lines and facilities on the PSNH Lot in accordance with good utility practice, are obtained, and (iii) there are no conditions or requirements of said approvals, or assessments, impact fees, charges, off-site improvements or development restrictions of any kind imposed in connection therewith, which in the determination of PSNH in its sole discretion would prohibit, interfere with or otherwise restrict the development and use of the City Lot contemplated by PSNH, or which are otherwise unsatisfactory to PSNH (collectively, the “Land Use Approvals”). For purposes of this provision, none of the Land Use Approvals shall be considered final until any applicable appeal period has lapsed without an appeal having been taken. Obtaining the Land Use Approvals shall be the responsibility of PSNH at PSNH’s sole and entire cost and expense. PSNH agrees to diligently make application for and pursue obtaining the Land Use Approvals. The City agrees to fully cooperate with and support PSNH’s applications for all Land Use Approvals, provided such cooperation and support shall be at no cost or expense to the City. PSNH shall have the right to terminate this Agreement if any of such Land Use Approvals is denied for any reason, or is granted but on any requirements or conditions not acceptable to PSNH, or if PSNH is unable, despite its diligent efforts to obtain such Land Use Approvals within 120 days of the date of this Agreement (which period may be extended, at PSNH’s sole election if needed for completion of the pending Land Use Approvals process, for an additional period of thirty (30) days, upon written notice to the City). Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or obligations to the other.

(e) PSNH Indenture Release. PSNH’s obligation to convey the PSNH Lot is contingent upon PSNH obtaining, for delivery at closing and recording contemporaneously with the deed from
PSNH to the City pursuant to the PSNH Conveyance, a partial release of the PSNH Lot from PSNH’s First Mortgage Indenture (formerly the General and Refunding Mortgage Indenture) dated as of August 19, 1978, as supplemented and amended, including as amended and restated in the Eighteenth Supplemental Indenture thereto dated as of May 1, 2011, recorded in the Hillsborough County Registry of Deeds, Book 8320, Page 1, between PSNH and U.S. Bank National Association, as Trustee (“U.S. Bank”). PSNH agrees to diligently make application for and pursue obtaining such partial release from U.S. Bank prior to closing. It is understood and acknowledged by the City that, as this is a one-for-one property exchange transaction between PSNH and the City without the payment of monetary consideration, a fair market value appraisal opinion of the PSNH Lot will be required to be obtained by PSNH, at PSNH’s sole and entire cost and expense, prior to and in order to prepare and make application to U.S. Bank for any partial release. PSNH agrees to diligently order and pursue obtaining such an appraisal after the date of this Agreement. The appraisal opinion obtained by PSNH shall be used strictly for securing the U.S. Bank partial release, and shall be the confidential property of PSNH.

5. Contingencies to PSNH Conveyance. The closing of the PSNH Conveyance shall be contingent upon the performance and satisfactory completion by the City at the City’s sole cost and expense, or the City’s express waiver thereof in writing, of the following matters, all of which are expressly made contingencies to the City’s obligations under this Agreement:

(a) Title Examination. The City shall have the right to perform an examination of the marketability of title to the Adjusted PSNH Lot, and to obtain a title insurance policy commitment from a national title insurance company authorized to do business in New Hampshire of its own choosing (“City’s Title Insurer’) evidencing fee simple, marketable title to the Adjusted PSNH Lot vested in PSNH, and pursuant to which the City’s Title Insurer agrees to issue to the City an American Land Title Association (ALTA) Form B owner’s title policy subject to the standard policy terms, conditions, exceptions and exclusions (“City’s Title Examination”). The City shall complete the City’s Title Examination within forty-five (45) days after the date of this Agreement, and shall notify PSNH in writing on or before the expiration of said period of any defects in title disclosed by the City’s Title Examination. PSNH shall have 45 days after the receipt of such notification to cure such defects using reasonable efforts. Should PSNH fail or refuse to undertake such efforts or, despite such efforts, is unable to cure any such defects within the said cure period (or such reasonable extension of such period as the parties may mutually agree), then the City shall have the option to either (i) terminate this Agreement upon written notice to PSNH, whereupon this Agreement shall become null and void and neither party shall have any further rights or obligations to the other, or (ii) accept such title to the Adjusted PSNH Lot as PSNH can convey subject to any such defect, and without any further obligation of PSNH to cure same. If the City does not timely provide PSNH with notice any defects in title as provided above, or does not terminate this Agreement due to PSNH’s failure, refusal or inability to cure any of such title defects, then the City shall be deemed to have waived all objections to defects in title as of the date of this Agreement, but not as to any matters arising thereafter until time of closing.
(b) ALTA/NSPS Survey. The City shall have the right, at the City’s sole cost and expense, to obtain a boundary survey of the Adjusted PSNH Lot by a registered professional land surveyor, meeting applicable ALTA/NSPS minimum land title survey standards and such other optional survey specifications as the City shall desire, with results substantially confirming the configuration, acreage and dimensions of the Adjusted PSNH Lot as referenced hereinabove, and otherwise satisfactory to the City in its sole discretion. The City shall have a period of forty-five (45) days after the date of this Agreement (which period may be extended, at the City’s sole election if needed to complete its survey work, for one (1) additional consecutive period of thirty (30) days, upon written notice to PSNH) to obtain said survey. The City agrees to proceed in good faith and with due diligence to obtain said survey. PSNH agrees that the City and its surveyors shall have full access to the PSNH Lot from time to time to perform all work necessary to prepare and complete said survey for the purposes of this Agreement, and PSNH hereby grants such access; provided, however, that access to and within the existing PSNH Nashua Millyard Substation on the PSNH Lot shall only be in accordance with all of PSNH’s safety procedures and requirements for access to an energized substation on its utility system, and all National Electrical Safety Code (NESC) clearances and requirements are at all times adhered to with respect to said Substation and all PSNH energized overhead lines, facilities and equipment on the PSNH Lot. The City may terminate this Agreement upon written notice to PSNH within 45 days from the date of this Agreement (or any extension of such period as provided above) if the results of the survey are not satisfactory to the City in its sole discretion. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or obligations to the other.

(c) Due Diligence Inspections. On and after the date of this Agreement, the City and its designees (including without limitation scientists, engineers and consultants) are hereby granted and shall have full access to the PSNH Lot from time to time, as and when the City shall deem necessary, but with prior notice to PSNH of not less than twenty-four (24) hours (which may be by email, telephone call, or other efficient means), for the purpose of making, at the sole cost and expense of the City such examinations, inspections, tests, site assessments and analyses of the geotechnical and other conditions of the PSNH Lot (including without limitation wetlands delineations), as the City shall deem necessary or desirable (“Inspections”). It is understood and agreed by the City and PSNH, however, that the City’s Inspections of the environmental condition of the PSNH Lot are rendered unnecessary in light of the City’s acceptance of the condition of the PSNH Lot as specified in Section 3(c) of this Agreement above, and therefore no environmental Inspections of the PSNH Lot are required by the City. PSNH shall fully cooperate with the City in affording such access to and upon the PSNH Lot as may be reasonably requested by the City or its designees to carry out the Inspections; provided, however, that access to and within the existing PSNH Nashua Millyard Substation on the PSNH Lot shall only be in accordance with all of PSNH’s safety procedures and requirements for access to an energized substation on its utility system, all Occupational and Safety Health Administration (OSHA) and NESC clearances and requirements are at all times adhered to with respect to said Substation and all PSNH energized overhead lines, facilities and equipment on the PSNH Lot, and, because of the potential presence on the PSNH Lot of underground ground grids, lines and other energized facilities, no subsurface borings, drilling or other similar subsurface disturbances shall take place.
at any time during or as part of the Inspections without prior notice to and the prior approval of PSNH as to the location thereof, and such other safety conditions as PSNH shall reasonably proscribe. Upon the completion of such Inspections and all related activities, the City shall promptly restore the PSNH Lot to a condition substantially similar to its condition prior to the start of such activities. The City further agrees to indemnify PSNH and hold PSNH harmless from any liability, loss, cost or expense for personal injury or property claims or damage resulting directly from, or occurring during, the Inspections and all related activities on the PSNH Lot by the City or its designees. The City may terminate this Agreement upon written notice to PSNH not later than forty-five (45) days after the date of this Agreement (which period may be extended, at the City’s sole election if needed to complete its Inspections for one (1) additional consecutive period of thirty (30) days, upon written notice to PSNH), if the results from any of the City’s Inspections are not satisfactory to the City in its sole discretion, and which termination notice shall specify the reason or reasons for such termination. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or obligations to the other.

6. Disclosure and Exchange of Property Information. (a) Each of the Parties represents to the other that it has no knowledge of any adverse environmental or other adverse site conditions on, at or associated with the City Lot or the PSNH Lot which have not been disclosed to the other prior to the execution of this Agreement. The Parties acknowledge that they have exchanged prior to entry into this Agreement, and are fully aware of the contents of, the GZA 2018 Report, the GZA Cost Estimate and the GZA Phase I ESA.

(b) Other than the GZA 2018 Report, the GZA Cost Estimate and the GZA Phase I ESA which have already been exchanged, to assist the due diligence activities of the Parties, each of the Parties agrees to provide to the other, by not later than ten (10) days after the date of this Agreement, complete copies of (i) all title abstracts, title reports, title commitments and policies, (ii) all maps, surveys and plans, and (iii) all environmental, engineering, technical and geotechnical investigations, reports, tests, studies and results in its possession, or available to it through any of its engineers, surveyors, experts or consultants, pertaining to the City Lot or the PSNH Lot, as applicable, or any portion thereof, and any improvements thereon (excepting, as to the PSNH Lot, any plans, drawings, engineering data or other information constituting Critical Energy Infrastructure Information prohibited from disclosure under Federal law or regulations) ("Reports"), it being understood that it is the intent of this provision on the part of each of the Parties to provide the other with access to any and all such information about the City Lot or the PSNH Lot, as applicable, and improvements thereon, in each of the Parties’ possession or reasonably available to the Parties. It is understood that the Reports shall be provided for the receiving Party’s information only, and the disclosing Party shall incur no liability and makes no warranties with respect to the scope of the Reports, the accuracy or thoroughness thereof, or any of the information contained therein, and the Parties hereby agree to indemnify and hold each other harmless from and against any and all claims regarding the accuracy or completeness of the Reports. The Parties acknowledge that, except to the extent they are a matter of public record, the Reports are deemed to be confidential and proprietary, and the Parties shall not disclose the Reports to any third party; provided however, that each of the Parties shall be permitted to
provide copies of the Reports to its respective surveyors, engineers and consultants in connection with its respective Inspections of the City Lot or the PSNH Lot, as applicable, subject to the same restriction of confidentiality. For purposes of this confidentiality provision, the Reports shall be deemed to also include the GZA 2018 Report, the GZA Cost Estimate and the GZA Phase I ESA previously exchanged.

7. **Additional PSNH Easements and PSNH Licenses.** (a) The Parties acknowledge and agree that, notwithstanding any other contrary or conflicting provisions of this Agreement, and as an express contingency hereunder, PSNH shall have no obligations under this Agreement to close on either the PSNH Conveyance or the City Conveyance unless and until PSNH has, at its sole cost and expense, acquired prior to closing (i) such new and/or additional easements, acceptable to PSNH in form, content and on price and other terms, as PSNH shall in its sole determination either reasonably prefer or deem necessary or required to allow for the relocation and rebuild of its existing power and communication lines, and for the installation, construction, maintenance and operation of future new and/or additional power and communication lines, in an overhead and/or an underground configuration, on, over, under and across certain other properties and locations near or adjacent to the City Lot and the PSNH Lot, to support the relocation and replacement of the PSNH Nashua Millyard Substation from the PSNH Lot to the City Lot as contemplated by this Agreement (the “Additional PSNH Easements”), and (ii) the necessary license rights from the City on, over, under and across the public road rights-of-way of Broad Street Parkway and Pine Street, as specified in Section 3(d) of this Agreement above (the “PSNH Licenses”). Without limiting the foregoing, the Parties agree that the Appendix 2(a) Preliminary Easement Plan shows the approximate location and alignment of the Additional PSNH Easements and PSNH Licenses which PSNH has preliminarily identified as needing to be acquired pursuant to this provision, it being understood that the final location and alignment of one or more of the Additional PSNH Easements and/or PSNH Licenses shall be subject to change and/or modification, and/or one or more Additional PSNH Easements and/or PSNH Licenses may be added or withdrawn, until finally conveyed or granted to PSNH prior to closing.

(b) Upon and after the execution of this Agreement, PSNH agrees to proceed in good faith and with due diligence to acquire the Additional PSNH Easements and make application to the City for issuance to PSNH of the PSNH Licenses, in compliance with the City’s usual process for obtaining same. PSNH and the City agree to meet with each other periodically during the term of this Agreement to review the status of and to coordinate with each other as to PSNH’s acquisition efforts.

(c) PSNH and the City shall each have the right to terminate this Agreement, upon written notice of termination to the other, should PSNH, despite the due diligence efforts of the Parties, be unable to acquire the Additional PSNH Easements and/or PSNH Licenses by not later than one hundred ninety (90) days after the date of this Agreement (which period may be extended, at PSNH’s sole election, for an additional period of thirty (30) days, upon written notice to the City). In no event shall PSNH have any obligation whatsoever to (i) acquire or attempt to acquire any of the Additional PSNH Easements by the exercise of eminent domain proceedings under RSA Chapter 371 or any other means other than voluntary negotiation, or, in
the case of the PSNH Licenses, by any manner other than in compliance with the City’s usual process for the granting of pole licenses or other similar license rights in the public rights-of-way, (ii) pay in excess of the fair market value of an easement for PSNH’s needs on any property, as reasonably determined by PSNH or its appraisers, or (iii) accept any title to any easement which is not free and clear of any and all mortgage and other monetary liens, and any other rights, covenants or restrictions which, in the sole determination of PSNH or its title insurer, may or will impair, interfere with or prevent the present or future exercise by PSNH of any of its rights under any such easement.

8. Access. To the extent not otherwise provided for hereinabove, each of the Parties hereby grants to the other, and to its employees, agents, designees, consultants, experts and contractors, the right, effective on and after the date of this Agreement, to access and enter upon the City Lot and the PSNH Lot, as the case may be, for the purposes of carrying out its Inspections and other activities thereon as necessary or allowed under this Agreement, subject to, as to access to the PSNH Lot, such safety procedures, conditions and other requirements as PSNH may impose as to access to its energized substation, lines, equipment and facilities on the PSNH Lot. All such access is at the sole risk of the accessing party, and each such party hereby assumes and accepts any and all responsibility for any damage, loss or injury to persons and/or property caused by or arising out its entry, acts and omissions on the other’s Lot, and agrees to hold harmless and indemnify the other party from and against any and all claims, liabilities, loss, cost, damages or expense resulting therefrom.

9. Closing Adjustments. There shall be no prorations of real estate taxes or any other charges normally adjusted or prorated at a real estate closing between the parties. Real estate transfer taxes shall be addressed at closing as set forth in Section 2 of this Agreement above. Each party shall at time of closing pay the recording costs for its respective deed to the City Lot and the PSNH Lot, as the case may be. PSNH shall pay the recording costs for recording the valid and final subdivision or lot line adjustment plan of the City Lot described in Section 4(d), the U.S. Bank partial release described in Section 4(e), and the easements and any easement plans related to the granting of the access, utility and stormwater drainage improvements easements by the City described in Section 3 of this Agreement above, and the Additional PSNH Easements described in Section 7 of this Agreement above.

10. Closing and Closing Documents. (a) The PSNH Conveyance and the City Conveyance will occur at the same closing. Subject to the other terms of this Agreement, the closing shall be held at Nashua City Hall or at such other location as shall be mutually agreed upon by the Parties, on or before the date which is thirty (30) days after all of the contingencies to the Parties’ respective obligations under this Agreement have either been satisfactorily completed, or, as to any contingency not so completed, has been expressly waived in writing by whichever party in whose favor such contingency exists, time being of the essence as to such date but in no event shall the closing be later than November 1, 2019. The Parties shall mutually agree to the scheduling of the closing date in accordance with this provision. Notwithstanding the foregoing, the Parties may agree to conduct their closing by means of an escrow with an agreed escrow agent, whereby executed deeds, monies and other closing documents are
deposited with the escrow agent for recording and disbursement. At time of closing, all of the terms and conditions of this Agreement shall be deemed to have been satisfied and merged into the deeds exchanged by the Parties and shall not survive the closing, except as specifically set forth in this Agreement or as otherwise mutually agreed by the Parties in writing at time of closing.

(b) The Adjusted PSNH Lot and the Adjusted City Lot shall each be conveyed by a deed with New Hampshire statutory quitclaim covenants, conveying good and marketable title, together with and/or subject to the easement transfers and reservations described in Section 3 of this Agreement above. The deed of the Adjusted City Lot shall incorporate the legal description of the Adjusted City Lot contained in the recorded, valid and final lot line adjustment plan approved in accordance with the provisions of Section 4(d) of this Agreement above. The deed of the Adjusted PSNH Lot shall incorporate the legal description of the Adjusted PSNH Lot contained in the recorded, valid and final lot line adjustment plan approved in accordance with the provisions of Section 4(d) of this Agreement above. Each of the Parties shall also execute and deliver at time of closing, as applicable, the Declaration of Consideration and Transfer Tax form in accordance with New Hampshire Department of Revenue requirements, an affidavit of non-foreign person status in compliance with Internal Revenue Code Section 1445, a seller’s affidavit for title insurance purposes, a closing statement, and such other and additional documents, including evidence of the Parties’ authority, as may be reasonably required by either party or its title insurer, any escrow agent, or are otherwise usual and customary closing documents.

11. PSNH Representations. PSNH warrants and represents to and covenants with the City as follows, such representations, warranties and covenants to be true to the best of PSNH’s knowledge as of the date of this Agreement and as of the date of closing:

(a) PSNH has full power and authority to carry out the obligations of this Agreement;

(b) The obligations of PSNH under this Agreement are valid obligations of PSNH and are legally binding on PSNH; and,

(c) The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written, of PSNH.

12. City Representations. The City warrants and represents to and covenants with PSNH as follows, such representations, warranties and covenants to be true to the best of the City’s knowledge as of the date of this Agreement and as of the date of closing:

(a) All of the terms, provisions, conditions and appendices of this Agreement and the execution thereof by the City, and the City’s performance of all of its obligations under and pursuant to this Agreement, were duly approved by vote of the Board of Aldermen on ____________, 2019 at a duly called Board of Aldermen meeting at which a quorum of the said Board was present, and the undersigned duly elected Mayor of the City was authorized
pursuant to said vote to execute this Agreement for and on behalf of the City, and to bind the City to this Agreement;

(b) The obligations of the City under this Agreement are valid obligations of the City and are legally binding on the City; and,

(c) The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written, of the City.

13. No Brokers. The Parties represent to each other that they have involved no real estate agent or broker in this transaction or Agreement, and have no knowledge of any brokerage commission claimed or payable as a result of the transactions contemplated by this Agreement. Each of the parties shall hold harmless and indemnify the other for and against any claim or demand for a brokerage commission, fee or other compensation as a result of the respective dealings by either party claimed to have given rise to any such claim or demand.

14. No Assignment. Neither party shall have the right to assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except the prior consent of the City shall not be required to any such assignment or transfer by PSNH to any legal entity which is (i) an affiliate of PSNH, or (ii) under common control with PSNH under the Eversource Energy system of companies.

15. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or postage prepaid United States Postal Service registered or certified mail, return receipt requested; addressed as follows:

To PSNH: Public Service Company of New Hampshire, d/b/a
Eversource Energy
780 North Commercial Street
Manchester, NH 03101
Attention: Meredith Bramhall, Real Estate Department

With a copy to Legal Department
Eversource Energy
780 North Commercial Street
Manchester, NH 03101

To the City: City of Nashua
229 Main Street
Nashua, NH 03060
Attention: Mayor’s Office

With a copy to Celia K. Leonard, Esq.
Office of Corporation Counsel
Either party may, by written notice to the other, designate a different address for the notice provision hereof, which shall be effective when given. Email communications shall be permitted provided a valid email address is provided for the receiving party, and the email communication is immediately (within 24 hours) followed by a written notice in accordance with this provision. Notice shall be effective when received or, if posted by mail, deemed received on the third business day following posting.

16. Entire Agreement and Amendment. This Agreement contains the entire agreement and understandings of the parties concerning the subject matter thereof. This Agreement may not be changed, modified or amended except by an instrument in writing signed by both parties.

17. Binding Effect. Subject to the restrictions on any assignment or transfer as set forth above, this Agreement and its terms, provisions and conditions shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

18. Default. Should either party default in the performance of any obligation hereunder, and such default is not cured within thirty (30) days after written notice of such default is received from the other party, then the other party shall, at its option, be entitled either to (i) terminate this Agreement, whereupon this Agreement shall become null and void and neither party shall have any further rights or obligations to the other, or (ii) seek specific performance of such obligation by the defaulting party, together with recovery of the non-defaulting party’s reasonable attorneys’ fees and court costs. For purposes of the specific performance remedy of the party entitled thereto, the defaulting party shall be deemed to have agreed that the transactions contemplated by this Agreement are special, unique and of an extraordinary character such that the non-defaulting party would suffer irreparable damage and would have no adequate remedy at law.

19. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same document.

21. No Implied Approvals by City. Nothing contained in this Agreement shall constitute, be deemed to constitute or imply that the Board of Aldermen, Mayor, Planning Board, Board of Public Works, or any City board, department, office or agency, officer or employee of the City approves, authorizes or consents to any action or activity within or required for the City Conveyance and the PSNH Conveyance (other than as specifically set forth in this Agreement), including any land use approval, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the Board of Aldermen, Mayor and/or the City’s respective board, department, office, agency, officer or employee.
EXECUTED by the parties, by their duly authorized undersigned representatives, as of the date first written above.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY

By: ____________________________
Name: Timothy P. Powers
Title: Supervisor – Real Estate

CITY OF NASHUA

By: ____________________________
Name: James W. Donchess
Title: Mayor
Appendix 1 – Existing Conditions Plan
Appendix 2(a) – Preliminary Easement Plan
Appendix 2(b) – Grading and Drainage Plan
Appendix 2(c) – Lot Line Adjustment Plan
Appendix 3 – TFMoran Plans
3(i), 3(ii), 3(iii), 3(vii), 3(viii) & 3(d)
NOTES

1. OWNER OF RECORD OF MAP 77 LOT 17 IS CITY OF NASHUA
   229 MAIN STREET NASHUA, NH 03054
   PARCEL ADDRESS: 21 PINE STREET EXTENSION

2. MAP 77 LOT 17 INDICATES TAX MAP AND LOT NUMBER.

3. PROPOSED ACCESS EASEMENT AREA = 7,958 SF+/
   PROPOSED UTILITY EASEMENT AREA "A" = 6,660 SF+/
   PROPOSED UTILITY EASEMENT AREA "B" = 4,066 SF+/

EASEMENT LEGEND

EXISTING EASEMENT AREA
PROPOSED UTILITY EASEMENT AREA
PROPOSED ACCESS EASEMENT AREA

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This plan is not effective unless signed by a duly authorized officer of
Thomas F. Moran, Inc.

APPENDIX 3 (i)
NOTES
1. OWNER OF RECORD OF MAP 77 LOT 30 IS CITY OF NASHUA
229 MAIN STREET NASHUA, NH 03060
DEED REFERENCE TO PARCEL IS PT. NASHUA .5278 PG. 2228
2. PROPOSED UTILITY EASEMENT AREA "A" = 716 SF +/-
PROPOSED UTILITY EASEMENT AREA "B" = 354 SF +/-
PROPOSED UTILITY EASEMENT AREA "C" = 744 SF +/-

EASEMENT LEGEND
EXISTING EASEMENT AREA
PROPOSED UTILITY EASEMENT AREA
PROPOSED ACCESS EASEMENT AREA

TAX MAP 77 LOT 30
EASEMENT PLAN
CITY OF NASHUA
NASHUA, NH
PREPARED FOR
PUBLIC SERVICE COMPANY
OF NEW HAMPshire
d/b/a EVERSOURCE ENERGY
SCALE: 1"=80' AUGUST 16, 2019

APPENDIX 3 (vii)
NOTES
1. OWNER OF RECORD OF MAP E LOT 1487 IS THE CITY OF NASHUA
2. TAX MAP AND LOT NUMBER.
3. PROPOSED EASEMENT AREA: 28,050 SF +/- OR 0.80 ACRES +/-.
Appendix 5 – Form of Easements
UTILITY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Nashua, a New Hampshire municipal corporation, of 229 Main Street, Nashua, New Hampshire 03060 for itself and its successors and assigns ("Grantor"), for consideration paid, grants to Public Service Company of New Hampshire, doing business as Eversource Energy, a New Hampshire corporation, of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 (mailing address: P.O. Box 330, Manchester, NH 03105-0330) ("Grantee"), and Grantee’s successor and assigns, with statutory QUITCLAIM covenants, the following easement rights in the City of Nashua, in the County of Hillsborough and State of New Hampshire:

The permanent and fully assignable and apportionable RIGHT and EASEMENT to travel, pass and repass, with personnel, vehicles, machinery and equipment, at all times, on, over and across a certain parcel of land of the Grantor situated off the westerly side of the Broad Street Parkway and Pine Street, in the City of Nashua, in the County of Hillsborough and State of New Hampshire, for the purposes of access, ingress and egress to and from certain land of the Grantee acquired or to be acquired from the Grantor for Grantee’s relocated Nashua Millyard Substation and associated power lines and facilities, and the said Broad Street Parkway and Pine Street (the “Utility Access Easement”), the location thereof being more particularly bounded and described as follows:

[ LEGAL DESCRIPTION AND FINAL EASEMENT PLAN TBD ]

The within Utility Access Easement is granted together with the rights of the Grantee to construct, install, use, maintain and repair a permanent gravel driveway of suitable width and grade, with suitable side slopes and embankments, to improve said Easement for Grantee’s needs and requirements in the use thereof, and from time to time to do the necessary cutting and removal of trees and brush, excavation and grading within the area of said Easement as Grantee shall reasonably desire to construct, install, use, maintain and repair the same.

It is understood and agreed by the Grantor that Grantee shall be allowed to use the within granted Access Utility Easement for all purposes at all times for or in connection with the construction, installation, operation, maintenance, repair and replacement of Grantee’s relocated Nashua Millyard Substation and associated power lines and facilities on the Grantee’s land.
acquired or to be acquired from the Grantor, being a portion of now or former City of Nashua Tax Map 77, Lot 17.

After completion of the Grantee’s relocated Nashua Millyard Substation, Grantee shall provide prior written notice of any work, including plans, to Grantor prior to commencing any work allowed by this Easement and the work shall be done at a mutually agreeable time.

Grantor reserves the right to relocate, in its sole discretion, the Access Utility Easement at its sole expense. Grantor shall provide prior written notice of such relocation to Grantee. Grantor also reserves the right to pave, stripe, construct, maintain, repair, or replace the driveway in the Access Utility Easement and to landscape the Access Utility Easement, all at its sole expense. Grantor shall provide prior written notice of such work to Grantee. In exercising its reserved and other rights, Grantor shall not unreasonably materially interfere with Grantee’s rights hereunder.

Grantee shall be respirable for winter snow and ice removal and shall keep the driveway in the Access Utility Easement in good working order and condition.

Meaning and intending to describe and convey easement rights in a portion of the land conveyed to the Grantor by deed of Gertrude Louise Cody, as surviving spouse of James F. Cody (Hillsborough County Registry of Probate #95-812), dated October 27, 2000, recorded at the Hillsborough County Registry of Deeds in Book 6313, Page 1929, and deed of Crotched Mountain Foundation, dated June 21, 2018, recorded at said Hillsborough Registry in Book 9093, Page 2292.

EXECUTED by the undersigned duly authorized representative of the Grantor this ___ day of ____________, 2019.

CITY OF NASHUA

By: ________________________________
Name: James W. Donchess
Title: Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this ___ day of ____________ < 2019, by James W. Donchess the Mayor of the City of Nashua, on behalf of the City.

Commission expires: ________________________________
Notary Public/Justice of the Peace
Printed Name:
FORM OF UTILITY EASEMENT

Return to:
PSNH
P.O. Box 330
Manchester, NH 03105-0330
Attn: E.N. Snyder, Real Estate

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Nashua, a New Hampshire municipal corporation, of 229 Main Street, Nashua, New Hampshire 03060 (“Grantor”), for consideration paid, grants to Public Service Company of New Hampshire, doing business as Eversource Energy, a New Hampshire corporation, of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 (mailing address: P.O. Box 330, Manchester, NH 03105-0330) (“Grantee”), and Grantee’s successor and assigns, with statutory QUITCLAIM covenants, the following easement rights in the City of Nashua, in the County of Hillsborough and State of New Hampshire:

The permanent and fully assignable and apportionable RIGHT and EASEMENT to install, construct, operate, maintain, inspect, patrol, repair, replace and remove overhead and underground lines and facilities, consisting of wires, cables, poles, towers, ducts, conduit, vaults and manholes, together with foundations, crossarms, transformers, insulators, braces, anchors, guys, grounds and other hardware and equipment, for the transmission and distribution of electric current and power and/or communications and/or signals, data or other intelligence on, over, under and across a certain parcel of land of the Grantor situated off the westerly side of the Broad Street Parkway and Pine Street, in the City of Nashua, in the County of Hillsborough and State of New Hampshire, the location thereof being more particularly bounded and described as follows:

[ LEGAL DESCRIPTION AND FINAL EASEMENT PLAN TBD ]

This conveyance shall include the rights to cut, trim and clear and keep clear the easement parcel(s) of all trees and underbrush which are materially adversely impacting
Grantee’s rights hereunder by such means as the Grantee may select, to remove all structures or obstructions which are now or hereafter found within the limits of the said easement parcel(s) which are materially adversely impacting Grantee’s rights hereunder, and to access and travel, pass and repass, with persons, vehicles, machinery and equipment, on, over and across the said easement parcel(s) for all of the above purposes and at all times in the lawful exercise of the rights granted herein.

Grantor shall not unreasonably materially interfere with Grantee’s rights hereunder.

Meaning and intending to describe and convey easement rights in a portion of the land conveyed to the Grantor by deed of ______________________ dated ______________, recorded at the Hillsborough County Registry of Deeds in Book___, Page ____.

EXECUTED by the undersigned duly authorized representative of the Grantor this _____ day of ______________, 2019.

CITY OF NASHUA

By:

Name: James W. Donchess
Title: Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this _____ day of __________ < 2019, by James W. Donchess, the Mayor of the City of Nashua, on behalf of the City.

Commission expires:

Notary Public/Justice of the Peace
Printed Name:
FORM OF STORMWATER DRAINAGE IMPROVEMENTS EASEMENT DEED

Return to:
PSNH
P.O. Box 330
Manchester, NH 03105-0330
Attn: E.N. Snyder, Real Estate

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Nashua, a New Hampshire municipal corporation, of 229 Main Street, Nashua, New Hampshire 03060 for itself and its successors and assigns ("Grantor"), for consideration paid, grants to Public Service Company of New Hampshire, doing business as Eversource Energy, a New Hampshire corporation, of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101 (mailing address: P.O. Box 330, Manchester, NH 03105-0330) ("Grantee"), and Grantee’s successor and assigns, with statutory QUITCLAIM covenants, the following easement rights in the City of Nashua, in the County of Hillsborough and State of New Hampshire:

The permanent and fully assignable and apportionable RIGHT and EASEMENT to install, construct, operate, maintain, inspect, repair and replace stormwater drainage improvements for the management, treatment and prevention of stormwater and surface water drainage, run-off and erosion, consisting of but not necessarily limited to culverts, ditches, swales, berms, slopes, aprons, riprap, basins, weirs and spillways, with associated and necessary site excavation, trenching, backfilling and grading, on, over and across a certain parcel of land of the Grantor situated off the westerly side of the Broad Street Parkway and Pine Street, in the City of Nashua, in the County of Hillsborough and State of New Hampshire, in connection with the development by Grantee of the relocation of Grantee’s Nashua Millyard Substation and associated power lines and facilities on certain land of the Grantee acquired or to be acquired by Grantee from the Grantor being a portion of now or former City of Nashua Tax Map 77, Lot 17 (hereinafter the “Drainage Easement”), the location of the Drainage Easement being more particularly bounded and described as follows:

[ LEGAL DESCRIPTION AND FINAL EASEMENT PLAN TBD ]

This conveyance shall include the rights to cut, trim and clear and keep clear the Drainage Easement area of all trees and underbrush which are materially adversely impacting Grantee’s rights hereunder by such means as Grantee may select, to remove all structures or obstructions materially adversely impacting Grantee’s rights hereunder which are now or hereafter found within the limits of the said area, and to access and travel, pass and repass, with persons, vehicles, machinery and equipment, on, over and across the said area for all of the above purposes and at all times in the lawful exercise of the rights granted herein.
The Grantee for itself and its successors and assigns, covenants and agrees to minimize its use of the Drainage Easement area and it will work with its engineers, including but not limited to requesting relief from the City Planning Board to achieve this end.

Grantor reserves the right to relocate, in its sole discretion, the Drainage Easement at its sole expense. Grantor shall provide prior written notice of such relocation to Grantee. Grantor also reserves the right to incorporate its drainage needs into the Drainage Easement, at its sole expense and in accordance with engineered plans. Grantor shall provide prior written notice of such work to Grantee. In exercising its reserved and other rights, Grantor shall not unreasonably materially interfere with Grantee’s rights hereunder.

Meaning and intending to describe and convey easement rights in a portion of the land conveyed to the Grantor by deed of Gertrude Louise Cody, as surviving spouse of James F. Cody (Hillsborough County Registry of Probate #95-812), dated October 27, 2000, recorded at the Hillsborough County Registry of Deeds in Book 6313, Page 1929, and deed of Crotched Mountain Foundation, dated June 21, 2018, recorded at said Hillsborough Registry in Book 9093, Page 2292.

EXECUTED by the undersigned duly authorized representative of the Grantor this _____ day of ____________, 2019.

CITY OF NASHUA

By: ________________________________
Name: James W. Donchess
Title: Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this _____ day of ____________ < 2019, by James W. Donchess, the Mayor of the City of Nashua, on behalf of the City.

Commission expires:

Notary Public/Justice of the Peace
Printed Name: