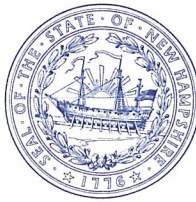


THE STATE OF NEW HAMPSHIRE

CHAIRMAN  
Thomas B. Getz

COMMISSIONERS  
Clifton C. Below  
Amy L. Ignatius

EXECUTIVE DIRECTOR  
AND SECRETARY  
Debra A. Howland



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

December 29, 2009

Tel. (603) 271-2431

FAX (603) 271-3878

TDD Access: Relay NH  
1-800-735-2964

Website:  
[www.puc.nh.gov](http://www.puc.nh.gov)

Debra A. Howland, Executive Director  
N.H. Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

Re: DW 06-109 Pennichuck East Utility, Inc.  
Petitioner for Condemnation



Dear Ms. Howland:

On December 29, 2009, Staff received the attached letter from Attorney John T. Pendleton indicating that Pennichuck East Utility, Inc. (PEU) has resolved the issues in this docket. In light of this resolution, PEU withdraws its petition for condemnation.

Staff agrees that the issues in this docket have been resolved. Staff participated in a technical session with the landowners and was aware that Mr. Quintal, one of the landowners, believed the right of way sought by PEU did not involve his property. As evidenced by Attorney Pendleton's letter, the other landowner, the Crane family, has signed a use and access easement deed for the benefit of PEU. According to the filings in this docket, no other landowners were involved.

For the foregoing reasons, Staff concurs that the Commission ought to close the docket, without prejudice.

Thank you in advance for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Marcia A. B. Thunberg".

Marcia A. B. Thunberg  
Staff Attorney

Attachment  
cc: Service List

DWYER, DONOVAN & PENDLETON, P.A.

ATTORNEYS AT LAW  
461 MIDDLE STREET  
PORTSMOUTH, NH 03801  
TELEPHONE (603) 433-7040/FAX (603) 431-2130  
jpendleton@granitestatelawyers.com

THOMAS C. DWYER \*\*†  
ELIZABETH A. DONOVAN  
JOHN T. PENDLETON †

LICENSED TO PRACTICE  
NEW HAMPSHIRE  
\*MAINE  
† MASSACHUSETTS

December 28, 2009

Mark Naylor  
Marcia Thunberg, Esq.  
State of New Hampshire  
Public Utilities Commission  
21 South Fruit Street  
Concord, NH 03301-2429

**RE: Pennichuck East Utility, Inc./Gage Hill Community Water System  
DW 06-109**

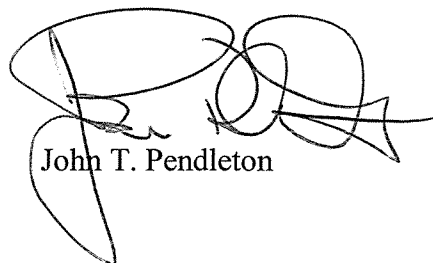
Dear Mr. Naylor & Attorney Thunberg:

In follow up to our recent telephone conversation I write on behalf of Pennichuck East Utility, Inc. (herein referred to as "PEU") requesting that the above matter be closed and that the Petition filed by PEU concerning the above docket be withdrawn. As you may recall we had a technical session after the initial hearing in the matter in 2007. At that time the Crane family expressed a desire to resolve the matter by Agreement and the Cranes and PEU were able to accomplish a satisfactory resolution. Please find attached two separate Use and Access Easement covering a portion of the Crane's property. The Easements were recorded in 2007. PEU was unable to obtain an easement from Mr. Quintal but for various reasons believe it is not necessary at this time.

If any further information would assist you in regards to this matter, please feel free to contact me.

Thank you.

Very truly yours,



John T. Pendleton

JTP/aer

Enclosures

cc: Donald Ware  
Roland Olivier  
Service List

584

7065769

2007 OCT 11 PM 12:42

Return to:

Dwyer, Donovan + Pendleton  
461 Middle Street  
Portsmouth, NH 03801

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
***** THOUSAND * HUNDRED AND 40 DOLLARS			
MO.	DAY	YR.	AMOUNT
10	11	2007	846428 \$ *****40.00
VOID IF ALTERED			

18.41

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20.41

### USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Sandra J. and Daniel A. Crane having their principal address at 6 Radcliffe Drive, Pelham, New Hampshire 03076 (hereinafter called the "Grantor"), for consideration paid, Grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Merrimack, Hillsborough County, State of New Hampshire, 03054, and its successors and assigns forever (together hereinafter called the "Grantee"), with WARRANTY COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a portion of a certain tract of land of the Grantor known as Lot 12-122, Map 16, in the Town of Pelham, County of Hillsborough, State of New Hampshire, said lot being located on the southerly side of said Vassar Drive and northerly of Radcliffe Drive and being further described in a deed recorded in the Hillsborough County Registry of Deeds at Book 5658, Page 365, (the "Land"), the easement area being more particularly bounded and described as follows ("Easement Area"):

Beginning at a point at the Northwesterly corner of land of Felix E. and Josette D. Quintal, being the northeasterly corner of land of Daniel A. and Sandra J. Crane and said point being 210.00 feet northerly of Radcliffe Drive; thence

S 09°47' 00" E, a distance of 32.47 Feet by said land of Quintal to a point; thence

S 80° 13' 00" W, a distance of 26.01 feet to a point; thence

N 23° 10' 07" W, a distance of 33.38 feet to a point at land of Robert and Kathleen Saitow; thence

N 80° 13' 00" E, a distance of 33.74 feet by said land of Saitow and land of said Quintal to the point of beginning.

Said easement contains 970 SF and is shown on a plan entitled "Water System Easement Plan (Lot 12-122 & 12-121, Map 16), 4 & 6 Radcliffe Drive, Pelham, New Hampshire" prepared for Pennichuck East Utilities, Inc, Record Owner: Sandra J. and Daniel A. Crane, and

recorded in the Hillsborough County Registry of Deeds as Plan 35721,  
contemporaneously with this deed (the "Plan"),

Grantor, conveys to Grantee the perpetual and exclusive right within the Easement Area to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pump houses, storage facilities, tanks, mains, and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances as the Grantee may from time to time desire for water distribution purposes. This right is limited, however, solely to replacement, maintenance and upgrade to those materials currently on the property and all new equipment will be of the same size as the current equipment located in the Easement Area. Specifically, the replacement water tank shall be of the same general size and shape as the current underground storage tank currently located on the Easement Area, said tank being a 10,000 gallon water storage tank.

This conveyance shall include the right of access from, to and across said Easement Area from the abutting lots and shown on the Plan as Lot 12-117, Map 16 and Lot 12-118, Map 16, owned by Robert and Kathleen Saitow, and the Beaucage Living Trust, respectively, as shown on the Plan, for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Easement Area, provided that the **said Easement Area shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling** including, specifically that if any damage occurs to the shed currently on the Land said shed will be repaired to the same condition it was prior to the work being completed, or if it cannot be repaired the shed will be replaced; the right to trim, cut down and remove bushes, trees and other plant growth on the Easement Area as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes, understanding that any trees cut down shall be replaced, outside the Easement Area and/or at least 15' from the tank, with at least 10' maple trees or such other similar tree as is reasonably available; the right to go upon the Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Areas to provide water service.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the Easement Area, or plant or permit to be planted any trees, shrubs or other vegetation over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that it will not unreasonably infringe upon the Grantee's rights to utilize the Easement Area for its intended purpose.

Grantee will be responsible to the proper taxing authority for the pro-rata share of

property taxes for the Easement Area, based upon the taxation on the Land, and not based upon taxes assessed for the residence or other structures located on the Land.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor, its successors or assigns, shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, Sandra J. and Daniel A. Crane have caused this Easement Deed to be executed, being hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_

Sandra J. Crane

By: \_\_\_\_\_

Daniel A. Crane

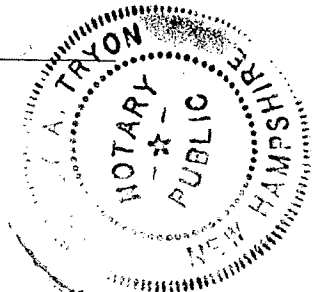
STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 24<sup>th</sup> day of August, 2007, before me, personally appeared Sandra J. Crane and Daniel A. Crane, duly authorized, and acknowledged that she executed the foregoing for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

TRACY A. TRYON  
NOTARY PUBLIC  
NEW HAMPSHIRE  
MY COMMISSION EXPIRES 7/12/2011



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7065768

2007 OCT 11 PM 12:42

Return to:

Dwyer Donovan + Pendleton  
461 Middle Street  
Portsmouth NH 03801

18.41  
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20.41  
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STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
**** THOUSAND *		HUNDRED AND ** DOLLARS	
MO.	DAY	YR.	AMOUNT
10	11	2007	846427 \$ *****40,00
VOID IF ALTERED			

### QUITCLAIM USE AND ACCESS EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Sandra J. and Daniel A. Crane having their principal address at 6 Radcliffe Drive, Pelham, New Hampshire 03076 (hereinafter called the "Grantor"), for consideration paid, Grants to **Pennichuck East Utility, Inc.**, a New Hampshire Corporation having its principal place of business at 25 Manchester Street, Town of Merrimack, Hillsborough County, State of New Hampshire, 03054, and its successors and assigns forever (together hereinafter called the "Grantee"), with QUITCLAIM COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across what may be a portion of a certain tract of land believed to be of the Grantors, known as Lot 12-122, Map 16, in the Town of Pelham, County of Hillsborough, State of New Hampshire, said lot being located on the southerly side of said Vassar Drive and northerly of Radcliffe Drive and being further described in a deed recorded in the Hillsborough County Registry of Deeds at Book 5658, Page 365, (the "Land"), the easement area being more particularly bounded and described as follows ("Easement Area"):

A certain tract or parcel of land situated in the town of Pelham, county of Hillsborough and State of New Hampshire, located southerly of Vassar drive and northerly of Radcliffe drive, and is further described as follows:

beginning at a point at the northwesterly corner of land herein described, said point being 10.35 feet westerly of the property line between land of Felix E. and Josette D. Quintal and land of Daniel A. and Sandra J. Crane, as claimed by the land owners, and said point being 210.00 feet northerly of Radcliff drive; thence

N 80° 13' 00" E, a distance of 10.35 feet by land of Beaucage Living Trust to a point at said claimed property line; thence

S 09° 47' 00" E, a distance of 32.47 feet to a point; thence

S 80° 13' 00" W, a distance of 10.35 feet to a point at a proposed easement 'C' on land of said Crane; thence

N 09° 47' 00" W, a distance of 32.47 feet by said land of Crane to the point of beginning.

Said easement contains 336 SF and is shown on a plan entitled "Water System Easement Plan (Lot 12-122 & 12-121, Map 23), 4 & 6 Radcliffe Drive, Pelham, New Hampshire" prepared for Pennichuck East Utilities, Inc, Record Owner: Sandra J. and Daniel A. Crane, and recorded in the Hillsborough County Registry of Deeds as Plan 35721, contemporaneously with this deed (the "Plan").

Grantor, conveys to Grantee the perpetual and exclusive right within the Easement Area to lay, construct, install, operate, maintain, repair, replace and remove water wells, underground pipes, ducts, conduits, and such pumping equipment, pump houses, storage facilities, tanks, mains, and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances as the Grantee may from time to time desire for water distribution purposes. This right is limited, however, solely to replacement, maintenance and upgrade to those materials currently on the property and all new equipment will be of the same size as the current equipment located in the Easement Area.

The rights shall include the right of access and travel upon, under and over said Easement Area with any and all manner of vehicles and equipment, and the right to pass and repass with such men, materials, machinery and equipment as deemed necessary or desirable by Pennichuck East Utility, Inc., its successor or assign from the abutting lots shown on the Plan as Lot 12-117, Map 16, Lot 12-118, Map 16, and from the Proposed Utility Easement C, on Lot 12-122, Map 16, for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Easement Area, provided that the said Easement Area shall be restored by Pennichuck East Utility, Inc., its successors or assigns, to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Easement Area as and to such extent as in the judgment of Pennichuck East Utility, Inc., its successors or assigns, is necessary for any of the above purposes; the right to go upon the Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Area to provide service to buildings thereon.

These rights granted herein shall prevent any party or person who may have interest in the Easement Area from in anyway infringing on the rights set forth in this Order, or from interfering with Pennichuck East Utility, Inc.'s, its successors or assigns, use or access to the Easement Area, by specifically but not limited too: (i) erecting or maintaining any permanent building or structure of any kind or nature upon the Easement Area, or planting or permitting to be planted any trees, over said underground pipes and other equipment; (ii) from altering the grade of abutting land so as to infringe upon Pennichuck East Utility, Inc., its successor's or assigns, ability to utilize the Easement Area as described herein; and (iii) interfering with any equipment, materials, or work being conducted under, on or in the Easement Area.

The Easement Rights shall also include the following water rights, to be referred to herein as the "Water Rights": the rights to maintain the current well on or near the Easement Area, and the repairing rights associated with continued or future use of the water on or under the Easement Area.

The Easement and Water Rights shall benefit, be appurtenant to, and run with the Land

Grantee will be responsible to the proper taxing authority for the pro-rata share of property taxes for the Easement Area, based upon the taxation on the Land, and not based upon taxes assessed for the residence or other structures located on the Land.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of said pipes or other equipment, provided that Grantor, its successors or assigns, shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

IN WITNESS WHEREOF, Sandra J. and Daniel A. Crane have caused this Easement Deed to be executed, being hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_

Sandra J. Crane

By: \_\_\_\_\_

Daniel A. Crane

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 24th day of August, 2007, before me, personally appeared Sandra J. Crane and Daniel A. Crane, duly authorized, and acknowledged that she executed the foregoing for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

TRACYA. TRYON  
NOTARY PUBLIC  
NEW HAMPSHIRE  
MY COMMISSION EXPIRES 7/19/2011



SANDRA L CRANE  
6 RADCLIFFE DR  
PELHAM NH 03076

JOHN T PENDLETON  
DWYER DONOVAN & PENDLETON  
461 MIDDLE STREET  
PORTSMOUTH NH 03801

FELIX QUINTAL  
4 RADCLIFFE DR  
PELHAM NH 03076

Docket #: 06-109      Printed: December 29, 2009

**FILING INSTRUCTIONS:    PURSUANT TO N.H. ADMIN RULE PUC 203.02(a),**  
**WITH THE EXCEPTION OF DISCOVERY, FILE 7 COPIES (INCLUDING COVER LETTER) TO:**  
DEBRA A HOWLAND  
EXEC DIRECTOR & SECRETARY  
NHPUC  
21 SOUTH FRUIT STREET, SUITE 10  
CONCORD NH 03301-2429

**PURSUANT TO N.H. ADMIN RULE 203.09 (d), FILE DISCOVERY**

**DIRECTLY WITH THE FOLLOWING STAFF**

**RATHER THAN WITH THE EXECUTIVE DIRECTOR**

LIBRARIAN  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429

**BULK MATERIALS:**

Upon request, Staff may waive receipt of some of its multiple copies of bulk materials filed as data responses. Staff cannot waive other parties' right to receive bulk materials.

DOUG BROGAN  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429

MARCIA THUNBERG  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429

AMANDA NOONAN  
CONSUMER AFFAIRS DIRECTOR  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429