



Before the New Hampshire Public Utilities Commission

DE 15-464

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

Petition for Approval of Lease Agreement between PSNH dba Eversource Energy
and Northern Pass Transmission LLC

Motion to Intervene

McKenna's Purchase Unit Owners Association, 84 Branch Turnpike, Concord,
New Hampshire, 03301 respectfully request to intervene in the captioned docket.

Memorandum in Support of Motion

McKenna's Purchase Unit Owners Association own property at 84 Branch
Turnpike, Concord, New Hampshire. The property is encumbered by an easement
that Public Service Company of New Hampshire (PSNH) has petitioned to lease to
Northern Pass Transmission, LLC (NPT) for the construction of high voltage
transmission infra-structure for the importation of electricity from Canada. The
easements are attached hereto.

PSNH does not have the legal right to lease the easement to NPT because the
easement did not grant such rights to PSNH. McKenna's Purchase Unit Owners
Association, own the rights.

McKenna's Purchase Unit Owners Association, therefore, request that we be
granted the right to intervene in this docket.

Respectfully submitted,

Michelle Kleindienst

Association Manager

McKenna's Purchase Unit Owners Association

Certificate of Service

I certify that service of this filing was made pursuant to Puc 201.3 on all parties on the service
list this 27th day of January, 2016

B 685
P 260

KNOW ALL MEN BY THESE PRESENTS

That I, Bertha E. Shyne

Concord County of Merrimack

of the State of New Hampshire (hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of poles and sufficient poles and towers, with suitable foundations, together with wires strung upon and running between the same, for the transmission of electric current, together with all necessary cross-arms, insulators, wires, guys and other equipment over and across a strip of land 255 feet wide in the town/city of Concord county of Merrimack State of New Hampshire.

Said 255 foot strip shall extend 75 feet easterly and 180 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the southerly boundary line of Grantor's land, being lots #4207, 4208, and 4208A, said point of beginning being thirty-five (35) feet measured easterly along said property line from a stone bound marking the south-easterly corner of lot #4208A; thence running north 20°00' E, a distance of nine hundred forty-four (944) feet to a point in the northerly boundary line of lot #4208A.

Said two hundred fifty-five (255) foot right of way strip includes the one hundred twenty-five (125) foot strip purchased by the Grantee in 1928.

Being a part of the same premises described in deed of City of Concord Bertha E. Shyne dated May 15, 1943 and recorded in Merrimack County Registry of Deeds, Book 586 Page 141.

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and undergrowth, such means as the Grantee may select, and to remove all structures or obstructions which are now or hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that SHE has full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, MICHAEL SHYNE, HUSBAND OF BERTHA E. SHYNE

for the consideration aforesaid, do hereby release to the said Grantee MY EQUITABLE in the before-mentioned premises.

WITNESS OUR hands and seals this 24TH day of AUGUST 1952

In the presence of
Gerald E. Simville
to S.F.

Bertha E. Shyne
Michael Shyne

KNOW ALL MEN BY THESE PRESENTS

That We, Harold C. Johnson and L. Marie Johnson

of Concord County of Merrimack

in The State of New Hampshire

(hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land 255 feet in width in the town/city of Concord county of Merrimack State of New Hampshire.

Said 255 foot strip shall extend 75 feet easterly and 180 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the southerly boundary line of Grantor's land being lot #4201, said point of beginning being thirteen (13) feet measured westerly along said southerly boundary line from a stone bound marking the northeasterly corner of lot #4208; thence running north 20°00' E a distance of nine hundred forty-four (944) feet to a point in the northerly boundary line of lot #4201 and the southerly boundary line of lot #4213.

Said two hundred fifty-five (255) foot right of way strip includes the one hundred twenty-five (125) foot strip purchased by the Grantee in 1928.

Being a part of the same premises described in deed of Edgar F. Woodman to Harold C. & L. Marie Johnson dated May 5, 1944 and recorded in the Merrimack County Registry of Deeds, Book 604 Page 321

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that ~~they~~ have full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And we, HAROLD C. Johnson and L. MARIE husband and wife for the consideration aforesaid, do hereby release to the said Grantee our RESPECTIVE rights of CURTESY AND DOWER in the before-mentioned premises.

WITNESS OUR hands and seals this 24 TH day of AUGUST 1950

In the presence of

Donald E. Linville
to both

Harold C. Johnson
L. Marie Johnson

266