

EXHIBIT A

ASSIGNMENT OF EASEMENTS AND AGREEMENT AND CONSENT TO JOINT USE

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

**ASSIGNMENT OF EASEMENTS
AND AGREEMENT AND CONSENT TO JOINT USE**

ASSIGNMENT OF EASEMENTS AND AGREEMENT AND CONSENT TO JOINT USE (this “Agreement”) made this __ day of _____, 201__, by and between **VERMONT TRANSCO LLC**, (hereinafter, together with its successors and assigns, called “VTTRANSCO”), a Vermont limited liability company duly authorized and existing according to law, with its offices and principal place of business in the Town of Rutland, County of Rutland and State of Vermont and a mailing address of 366 Pinnacle Ridge Road, Rutland, Vermont 05701 and **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**, doing business as **EVERSOURCE ENERGY**, a New Hampshire corporation with its principal place of business at 780 North Commercial Street, Manchester, New Hampshire 03101 and a mailing address of P.O. Box 330, Manchester, NH 03105, (hereinafter, together with its successors and assigns, called “EVERSOURCE”) (VTTRANSCO and EVERSOURCE referred to collectively as the “Parties”):

RECITALS

WHEREAS, VTTRANSCO acquired certain rights and 225 foot wide easements involving real property located in the City of Claremont, Sullivan County, New Hampshire, from Vermont Electric Power Company, Inc. (hereinafter sometimes called “VELCO”) by virtue of a Quitclaim Deed, dated June 23, 2006 and recorded with the Sullivan County Registry of Deeds in Book 1590, Page 813;

WHEREAS, VELCO acquired said rights and easements by virtue of the following conveyances:

1. Easement for electric transmission lines conveyed to VELCO, its successors and assigns, by deed of Katharine Upham Hunter et als., dated May 14, 1958, recorded in Sullivan County Registry of Deeds at Book 395, Page 357. See plan showing the location of this easement recorded in said Registry of Deeds at Plan Book 2, Page 31.
2. Easement for electric transmission lines conveyed to VELCO, its successors and assigns, by deed of Phillips F. Jarvis et als., dated May 14, 1958, recorded in Sullivan County Registry of Deeds at Book 395, Page 359.
3. Easement for electric transmission lines conveyed to VELCO, its successors and assigns, by deed of Elroy E. Reed et als., dated March 22, 1957, recorded in Sullivan County Registry of Deeds at Book 395, Page 361 and release confirmed by deed of Myrle E. Reed, Sr. et al., dated May 27, 1958, recorded in Sullivan County Registry of Deeds at Book 395, Page 364.
4. Easement for electric transmission lines conveyed to VELCO, its successors and assigns, by deed of C. F. Collins, Trustee dated June 23, 1958, recorded in Sullivan County Registry of Deeds at Book 395, Page 365. A plan showing the location of this easement is recorded in said Registry of Deeds at Plan Book 2, Page 31 (hereinafter collectively the "Easements").

WHEREAS, VTTRANSCO wishes to convey to EVERSOURCE and EVERSOURCE desires to acquire from VTTRANSCO a portion of the right, title and interest of VTTRANSCO in and to above referenced Easements, being the northerly 75 foot wide strip of the 225 foot wide right of way held by VTTRANSCO by virtue of the Easements.

WHEREAS, VTRANSCO also wishes to convey to EVERSOURCE and EVERSOURCE also desires to acquire from VTTRANSCO another portion of the right, title and interest of VTTRANSCO in and to above referenced Easements to be used in common with VTTRANSCO, being the center 75 foot wide strip of the 225 wide foot right of way held by VTTRANSCO by virtue of the Easements.

WHEREAS, VTTRANSCO wishes to retain for its use the southerly 75 foot wide strip of the 225 foot wide right of way held by VTTRANSCO by virtue of the Easements, and EVERSOURCE acknowledges that it will only have access rights in said 75 foot wide use area retained by VTTRANSCO.

WHEREAS, the intent hereby is to apportion the Easements into thirds whereby VTTRANSCO retains for its use the southerly 75 foot wide strip of the Easements, EVERSOURCE acquires the northerly 75 foot wide strip of the Easements from VTTRANSCO for its use and VTTRANSCO retains the right to use in common with EVERSOURCE the center 75 foot wide strip of the Easements.

NOW THEREFORE, for consideration paid, VTTRANSCO hereby ASSIGNS, TRANSFERS and CONVEYS unto the said **EVERSOURCE**, and its successors and assigns, the below defined right, title, interest, claim and demand, which **VTTRANSCO** may have in and to certain electric system easements and rights of way in the City of Claremont, in the County of Sullivan and State of New Hampshire, which right, title, interest, claim and demand are described as follows, viz:

1. Recitals: The above recitals and statements are true and correct in all material respects and are incorporated herein by reference.

2. Grant/Conveyance:

(a) VTTRANSCO hereby conveys to EVERSOURCE, its successors and assigns, for its use, a portion of the right, title and interest of VTTRANSCO in and to above referenced Easements being the northerly 75 foot wide strip of said 225 foot wide electric transmission easements, subject to the provisions herein set forth (the "EVERSOURCE Easement"). EVERSOURCE shall use the EVERSOURCE Easement area solely in connection with its utility business and operations, including specifically the following:

- (i) The perpetual right and easement to construct, inspect, operate, maintain, reconstruct, relocate and remove lines of poles or towers or both (which may be erected at different times) with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon the EVERSOURCE easement area.
- (ii) Together with the right, within said strip, to cut down, remove and keep cleared by such means as EVERSOURCE deems desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of EVERSOURCE may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.
- (iii) Together, also, with the right to enter upon and cross property owned by the underlying fee title holder and the VTTRANSCO Easement area, defined below, for the purpose of gaining access to the aforesaid strip and of exercising any of the

rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the underlying fee title holder or to VTTRANSCO caused by EVERSOURCE, its agents or contractors, shall be borne by EVERSOURCE.

(iv) RESERVING, unto VTTRANSCO, its successors and assigns, and the underlying fee title holder the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

(v) VTTRANSCO, its successor and or assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of EVERSOURCE, its successors and assigns, might interfere with the exercise of the rights herein granted. Provided, however, that any building or other structure, erected or owned by the underlying fee title holder or VTTRANSCO, in existence at the time of this conveyance shall be permitted to remain undisturbed.

(b) VTTRANSCO hereby conveys to EVERSOURCE, its successors and assigns, for its use in common with VTTRANSCO, a portion of the right, title and interest of VTTRANSCO in and to above referenced Easements being the center 75 foot wide strip of said 225 foot wide electric transmission easements, subject to the provisions herein set forth (the "Shared Easement"). EVERSOURCE and VTTRANSCO, and their affiliates, successors and assigns, shall use the Shared Easement area, in common with each other, in connection with or related to EVERSOURCE's and VTTRANSCO's utility business and operations, including specifically the following:

- (i) The perpetual right and easement to, within said strip, cut down, remove and keep cleared by such means as the Parties, their successors and assigns, deem desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of the Parties, their successors and assigns, may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.
- (ii) Together, also, with the right to enter upon and cross property owned by the underlying fee title holder, the EVERSOURCE Easement area and VTTRANSCO Easement area, defined below, for the purpose of gaining access to the aforesaid strips and of exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the underlying fee title holder or to VTTRANSCO caused by EVERSOURCE, its agents or contractors, shall be borne by the EVERSOURCE, or to EVERSOURCE caused by VTTRANSCO, its agents or contractors, shall be borne by VTTRANSCO.
- (iii) RESERVING, unto VTTRANSCO, its successors and assigns, and the underlying fee title holder the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.
- (iv) VTTRANSCO hereby retains for it, and its successors and assigns, its existing rights in the area known as the Shared Easement. VTTRANSCO retains all rights granted it by virtue of the Easements within the Shared Easement, subject to EVERSOURCE's common use rights as granted herein.

- (v) EVERSOURCE, its successors and or assigns, hereby covenant that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of VTTRANSCO, its successors and assigns, might interfere with the exercise of the retained rights. Provided, however, that any building or other structure, erected or owned by the underlying fee title holder or EVERSOURCE, in existence at the time of this conveyance shall be permitted to remain undisturbed. Further granting to EVERSOURCE the right to operate, maintain, reconstruct, relocate and remove said existing lines of poles or towers or both primarily located on the EVERSOUCE Easement but encroaching on the Shared Easement area, which encroaching portions of the lines of poles or towers are permitted hereby to encroach into said Shared Easement area.
- (vi) EVERSOUCE shall only be permitted to increase the capacity (which is currently 115 kV) of its existing transmission line in the Shared Easement with the consent of VTTRANSCO, which consent will not be unreasonably withheld or delayed.

3. Retained rights: VTTRANSCO hereby retains for it, and its successors and assigns, exclusive use of the southerly 75 foot wide strip of said 225 foot wide Easements and EVERSOURCE acknowledges that it will only have access rights in said 75 foot wide use area retained by VTTRANSCO (the "VTRANSCO Easement"). VTTRANSCO retains all rights granted it by virtue of the Easements within the VTTRANSCO Easement. EVERSOURCE shall have the right to enter upon and cross property owned by the underlying fee title holder and the VTTRANSCO Easement area for the purpose of gaining access to the Shared Easement and the EVERSOURCE Easement and exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the

underlying fee title holder or to VTTRANSCO caused by EVERSOURCE, its agents or contractors, shall be borne by the EVERSOURCE.

VTTRANSCO shall have the continuing right, exercisable at any and all times, and from time to time, within said VTTRANSCO Easement area to cut down, trim, burn, spray with chemicals, and to remove and keep cleared by such means as VTTRANSCO deems desirable, including chipping and spreading of chips within the VTTRANSCO Easement area, such trees, underbrush, and vegetation, or parts thereof growing within or overhanging such VTTRANSCO Easement area as in the judgment of VTTRANSCO may interfere with or endanger the efficient operation and use of its facilities (the first clearing may be for less than the full width and may be widened from time to time to the full width), and to remove all structures which are now found, or which may be subsequently placed on or within, such VTTRANSCO Easement area in violation of the rights and privileges of VTTRANSCO hereunder; and also with the right, by planting, trimming and by any other means, to control the growth of vegetation within such VTTRANSCO Easement area.

Reserving unto VTTRANSCO, its successors and assigns, the right to enter upon and cross other property herein above conveyed to EVERSOURCE for the purpose of gaining access to the VTTRANSCO Easement Area and of exercising any of the rights hereby conveyed; provided, however, that said rights must be exercised in a reasonable manner so as to not interfere with the rights granted to EVERSOURCE herein.

4. Representations: VTTRANSCO SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH ASSETS OR PROPERTIES, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR

THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH ASSETS AND PROPERTIES BEING ACQUIRED, “AS-IS, WHERE IS” ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS AND THAT EVERSOURCE SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

5. Indemnification: EVERSOURCE agrees to indemnify, defend and save harmless VTTRANSCO from and against any and all loss, cost, damage, expense (including reasonable attorney fees and court costs) and claims, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of or resulting from EVERSOURCE’s, its successors and assigns, past, current or future use or exercise of the easements and the rights granted herein and not resulting from the negligent acts or omissions of VTTRANSCO or its agents or subcontractors. The term “proceeding” shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, legislative or investigative (formal or informal) nature, including any appeal therefrom, in which VTTRANSCO was, is, will or might be involved as a party by result of such acts or omissions of EVERSOURCE, its agents, assigns or subcontractors. It is agreed that said indemnification, defense and save harmless by EVERSOURCE of VTTRANSCO shall extend to any such claims or actions brought by the underlying fee title holder against VTTRANSCO for actions of EVERSOURCE’s or its agents or subcontractors. EVERSOURCE further agrees to indemnify VTTRANSCO against any past, current or future violation by EVERSOURCE, or its agents, representatives, employees, contractors or sub-contractors, of any federal, state or local

law, ordinance or regulation relating to the use, storage, release, discharge or disposal of any hazardous waste or material on the VTTRANSCO's use or joint use easement areas. It is further agreed that said indemnification, defense and save harmless by EVERSOURCE of VTTRANSCO shall extend to any claims or actions, including without limitation any attempt or effort to foreclose the lien of indenture, brought by any current or successor mortgage bond trustee(s) or bond holder(s) by virtue of an event of default as defined under any mortgage indenture, as same may be amended and as said declared event of default impacts VTTRANSCO or EVERSOURCE's interest or use of the easements.

6. Miscellaneous provisions:

(a) EVERSOURCE agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over its use of the easement areas or the rights granted herein, and shall be responsible for payment of any and all taxes levied on their portion of the easement area.

(b) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and/or assigns.

(d) EVERSOURCE agrees that any mortgage, security interest or other financing or lender encumbrance placed or permitted to be placed on the EVERSOURCE Easement area or Shared Easement area or any part thereof shall be subject to this Agreement and all of the rights and interest of VTTRANSCO and its successors and assigns hereunder, and further agrees obtain a subordination, non-disturbance agreement,

consent or other agreement, in form and content reasonably satisfactory to VTTRANSCO, from the holder of any such mortgage, security interest or encumbrance, that will confirm the priority of the Agreement over any such mortgage, security interest or encumbrance, if required; provided, however, that EVERSOURCE represents to VTTRANSCO, with full knowledge that VTTRANSCO is relying upon the truth of such representations in entering into this Agreement, that (1) the only outstanding EVERSOURCE mortgage is that certain First Mortgage Indenture dated as of August 15, 1978 (originally the General and Refunding Mortgage Indenture) between EVERSOURCE and U.S. Bank National Association (as successor to Wachovia Bank, National Association, and by merger to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, successor in trust to Bank of New England, National Association (formerly known as New England Merchants Bank) and to New Bank of New England, National Association), as Trustee (the "Trustee"), as amended and restated in Schedule C of the Eighteenth Supplemental Indenture dated as of May 1, 2011, recorded at the Sullivan County Registry of Deeds in Book 1806, Page 242 (the "Recorded Indenture"), that (2) under the terms and provisions of the Recorded Indenture, in particular at Page 284 and in the definition of "Permitted Liens" in Article One, Section 101, at Pages 296 and 298, all of EVERSOURCE's property subject to the Recorded Indenture, inclusive of after-acquired property, is expressly made subject to "Permitted Liens" and, as to after-acquired property, to all reservations existing at the time of acquisition, and the definition of "Permitted Liens" means, with respect to any of such property, reservations or rights of other in, on, over and/or across such property or any part thereof, and rights and interest of Persons (inclusive of corporations and limited liability companies) other than EVERSOURCE

arising out of contracts, agreements and other instruments to which EVERSOURCE is a party and which relate to the common ownership or joint use of property, that (3) based on the foregoing, a subordination, non-disturbance agreement, consent or other agreement, from the Trustee, is not required to confirm the priority of the Agreement, and the rights and interests of VTTRANSCO reserved and excepted herein in the EVERSOURCE Easement area or Shared Easement area, over the Recorded Indenture, and (4) because the reserved rights and interests of VTTRANSCO herein are "Permitted Liens" under the Recorded Indenture, such rights and interests have priority over the lien of the Recorded Indenture, and the Trustee and the Holders of Securities under the Recorded Indenture (as defined in the Recorded Indenture) have no rights to interfere with such rights and interests. EVERSOURCE shall not grant or convey to any third parties or others any right or interests in the EVERSOURCE Easement area or Shared Easement area or any part thereof which may or will materially impair, interfere with restrict or prohibit the exercise by VTTRANSCO and its successor and assigns of any of the rights and interests granted and conveyed under this Agreement.

(e) The Agreement and rights hereunder shall be interpreted in accordance with the laws of the State of New Hampshire and it shall be specifically enforceable.

(f) This grant covers all the agreements and stipulations between VTTRANSCO and EVERSOURCE and no representations or statements, verbal or written have been made modifying, adding to or changing the terms or consideration for this grant.

(g) EVERSOURCE is further granted the right and VTTRANSCO retains the right to assign to others, in whole or in part, any or all of the right-of-way, estate, interests, rights, privileges and easements herein granted or retained.

(h) VTTRANSCO agrees that it shall, within one (1) year after the recording of this Agreement, obtain and record in the Sullivan County Registry of Deeds a release or partial discharge of the lien or other security interest under that certain Indenture of Mortgage and Deed of Trust dated September 1, 1957, and all indentures supplemental thereto, between Vermont Electric Power Company, Inc., or VTTRANSCO, as successor thereto, and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee, in and to the real estate rights, interests and privileges assigned, transferred and conveyed to EVERSOURCE under and pursuant to this Agreement.

TO HAVE AND TO HOLD all right, title, interest, claim and demand, in and to said easements and rights of way, with the appurtenances thereof, to the said **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**, doing business as **EVERSOURCE ENERGY**, and its successors and assigns forever. AND FURTHERMORE, the said **VERMONT TRANSCO LLC**, does for itself and its successors and assigns, covenant with said **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**, doing business as **EVERSOURCE ENERGY**, and its successors and assigns, that from and after the ensealing of these presents the said **VERMONT TRANSCO LLC**, will have and claim no right in, or to the said easements and rights of way, except as aforesaid.

IN WITNESS WHEREOF, **VERMONT TRANSCO LLC**, through its duly authorized agent has hereunto set his/her hand and seal this _____ day of _____, 201__.

VERMONT TRANSCO LLC

By: _____
Name (Print) _____
Its _____
Duly Authorized

STATE OF VERMONT
COUNTY OF RUTLAND, SS

At Rutland, in said County this _____ day of _____, 2019, personally appeared _____, duly authorized agent of Vermont Transco LLC, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of Vermont Transco LLC.

Before me, _____
Notary Public
Commission expires: