

Exhibit 1
Granite State Electric Co.
Tariff No. 6

GRANITE STATE ELECTRIC COMPANY

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Effective December 1, 1968.

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Effective January 1, 1965.

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Effective June 1, 1964.

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SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth
Alstead *
Bath *
Canaan
Charlestown *
Cornish *
Derry *
Enfield *
Grafton *
Hanover *
Langdon
Lebanon
Lyme *
Marlow *
Monroe *
Orange *
Pelham *
Plainfield *
Salem
Surry *
Walpole
Windham *

* Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

The following Terms and Conditions together with the Company's INFORMATION AND REQUIREMENTS FOR ELECTRIC SERVICE where not inconsistent therewith are a part of all rates, and the observance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Company:

1. MEANING OF THE WORD "MONTH"

Wherever reference is made to electricity delivered or a payment to be made "in any month," "each month" or "per month" it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

2. LOCATION OF METERS

For the purpose of determining the amount of electricity delivered, meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that all expense of so doing is borne by the Company. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, except for the Company's convenience, a charge shall be made for each additional meter.

3. INSTALLATION AND SEALING OF METER SWITCHES AND CIRCUIT BREAKERS

The Customer shall furnish and install upon its premises such service and meter switch or oil circuit breaker as shall conform with specifications issued from time to time by the Company, and the Company may seal such service and meter switch, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

4. CUSTOMER'S RESPONSIBILITY FOR INSTALLATION OF EQUIPMENT ON ITS PREMISES

The Customer shall furnish free of cost upon its premises the necessary space and provide suitable foundations, supports, housing, wiring and pipe and fittings for any transformers, rotary converters, switching arrangements, meters and other apparatus required in connection with the supply of electricity whether such equipment is furnished by the Customer or the Company. Such foundations, supports, housing, wiring and pipe and fittings, shall be in conformity with the Company's specifications and subject to its approval.

Effective June 1, 1964.

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TERMS AND CONDITIONS

5. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. Temporary service will be supplied if the Customer shall make such payment or payments, in addition to the payments for electricity at the regular rates, as may be reasonable and just in each case.

6. DEPOSITS TO INSURE PAYMENT

The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer's indebtedness to the Company. The Company will pay interest at the rate of six percent per annum upon any such cash deposit.

7. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, failure to receive any electricity for which in any manner it has contracted or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

8. COMPANY'S LIABILITY FOR USE OF ELECTRICITY ON CUSTOMER'S PREMISES

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of elec-

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tricity or the presence of the Company's appliances and equipment on the Customer's premises.

9. DISCONNECTION OF SERVICE FOR NONPAYMENT AND RECONNECTION CHARGE

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance a reconnection charge of Two Dollars will be made.

Effective May 1, 1970.

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5. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. Temporary service will be supplied if the Customer shall make such payment or payments, in addition to the payments for electricity at the regular rates, as may be reasonable and just in each case.

6. DEPOSITS TO INSURE PAYMENT

The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer's indebtedness to the Company. The Company will pay interest at the rate of four per cent per annum upon any such cash deposit.

7. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, failure to receive any electricity for which in any manner it has contracted or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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Effective June 1, 1964.

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10. ACCESS TO AND PROTECTION OF COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with same, and shall provide for their safekeeping. In case of loss or damage of the Company's property the Customer shall pay to the Company the value of such property or the cost of making good the same.

11. COMPANY'S RIGHT OF ACCESS TO ITS EQUIPMENT ON CUSTOMER'S PREMISES

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of examining or removing the Company's meters, pipes, wires, fittings and works for supplying or regulating the supply of electricity and of ascertaining the quantity of electricity consumed or supplied.

12. REQUIRED STANDARDS OF CUSTOMER'S WIRING, PIPING, APPARATUS AND EQUIPMENT

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

13. SERVICE TO BARNs OR GARAGES

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

14. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

The Company shall make, or cause to be made, application for any necessary street permits,

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TERMS AND CONDITIONS

and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

Effective June 1, 1964.

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15. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

The Company may require a Customer to guarantee a minimum annual payment for a term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates, whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures.

16. POINT OF CONNECTION OF COMPANY'S SERVICE

The Customer shall wire to the point designated by the Company, at which point the Company will connect its service.

17. INSTALLATION OF POLES ON PRIVATE PROPERTY

Whenever it is necessary, in order to supply electric service to a single customer, to locate any pole or poles on private property, the Company will furnish up to two poles and the necessary equipment and wires attached to such poles, and such poles, equipment and wires shall be and remain the property of the Company. If more than two poles are required, the excess poles, equipment and wires shall be paid for by the Customer, shall become the property of the Company and shall thereafter be maintained by it. Poles, equipment and wires on private property which serve more than one Customer will be furnished by the Company subject to the provisions of Paragraph 15 hereof, provided permanent easements acceptable to the Company are furnished without cost to the Company.

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18. UNDERGROUND SERVICE

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection upon payment by the Customer of the total cost thereof including the necessary riser, and that part of such connection located on the Customer's premises shall be and remain the property of the Customer. All underground service connected to the Company's underground cables beyond two feet inside the property line shall be paid for by the Customer and shall be and remain the property of the Customer.

19. RATE FOR TRIAL INSTALLATIONS

The Company may, provided it has spare generating and transmission capacity, supply electricity for a trial installation under a flat rate or for a fixed sum for a definite period. The period for the trial must be not longer than is necessary for the demonstration and must be specified in the agreement.

Effective June 1, 1964.

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20. OPERATION OF COMPANY'S SERVICE IN CONNECTION WITH CUSTOMER-OWNED PLANT

Service supplied by the Company shall not be used to supplement or relay, or as a standby to any other service unless the Customer shall make such guarantees in respect to the payment for such service as shall be just and reasonable in each case. Where such service is supplied the Customer shall not operate its plant in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

21. DETERMINATION OF THE DEMAND

The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions, where the demand based as herein indicated would not equitably represent the Company's responsibilities, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument. Each rate, wherein charges are based upon demand, shall contain a clause indicating the specific method of establishing the demand under such rate for ordinary load conditions.

22. FLUCTUATING LOADS

Welding, X-ray, arc furnace or similar equipment that have frequent, short or variable operating cycles produce fluctuating loads on the Company's facilities which may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities, the Company will approve the connection of such apparatus to the Company's

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facilities only after it has determined that the apparatus meets the requirements referred to in Paragraph 12 of the Terms and Conditions.

If service for such loads requires new facilities or rearrangement of existing facilities the customer may be required to make a payment as set forth in the Construction Advance Policy.

The following practices are established to determine the basis for billing fluctuating loads in accordance with Paragraph 21 of the Company's Terms and Conditions:

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Demand Charge Rates

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered; and for the purpose of any Demand Charge, the minimum billing demand in kilowatts will be the kilovolt-ampere rating of the separate transformer or transformers multiplied by 30 per cent. The demand shall in no case be less than the minimum demand as specified under the rate.

If the Company does not furnish a separate service connection for such load but does install additional transformer capacity in an existing service transformation, then for billing purposes a number of kilowatts equal to such additional kilovolt-ampere of transformer capacity multiplied by 30 per cent shall be added to the billing demand as established under the applicable filed rate.

Rates having no Demand Charges

In rates having no Demand Charge the total kilovolt-ampere rating of all such apparatus shall be used for the purpose of determining the Minimum Charge, each kilovolt-ampere to be considered as one kilowatt.

23. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense.

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The Company, however, will assume the expense of the relocation if the following conditions exist:

- a. The relocation is for the Company's convenience
- or
- b. The relocation is necessary owing to the expansion of the Customer's operations and the requirements of the "Customer Construction Advance Policy" can be met with the increased annual revenue.

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(The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.)

Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

24. CUSTOMER STREET CROSSINGS

Customer-Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

- a. **Construction** — The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.

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- b. **Maintenance** — All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
- c. **Removal of Street Crossing** — Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be rebated to the Customer.
- d. **Street Crossing Agreement** — All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

Effective June 1, 1964.

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TERMS AND CONDITIONS

25. PROMOTIONAL ALLOWANCES

To promote the use of electricity with the attendant benefits which accrue to all its customers or employees, the Company may from time to time, make promotional allowances in connection with the installation of certain appliances or facilities.

An information copy of all such promotional programs or revisions thereto will be filed with the New Hampshire Public Utilities Commission at least ten (10) days prior to the introduction of, or changes in, such programs, and, while in effect, the provisions thereof will be consistently applicable to all qualified customers and employees or prospective customers.

Effective September 1, 1967.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

a. In areas in which operation by the Company is authorized, service under Rates D, G and T.

- (1) To all customers on distribution lines as of July 1, 1955, and
- (2) To all customers who can be served from overhead, single-phase extensions of existing distribution lines which average less than 300 feet per customer, exclusive of normal service loops, and
- (3) To customers who can be served from overhead, single-phase extensions of existing distribution lines which average more than 300 feet per customer but less than 5,280 feet per customer under exceptions set forth in Guaranteed Line Extension Reports filed with the Public Utilities Commission in compliance with the requirements of the Commission and who have signed an agreement to pay minimum monthly charges for a period of sixty (60) consecutive months equal to \$1.75 plus an additional amount computed at the rate of 75¢ per 100 feet (0.75¢ per foot) of line in excess of 300 feet per customer.
- (4) To customers who can be served from overhead, three-phase extensions of existing distribution lines under exceptions set forth in Guaranteed Line Extension Reports filed with the Public Utilities Commission in compliance with the requirements of the Commission and who have signed an agreement to pay minimum monthly charges for single-phase service in accordance with a (3) above and who have also signed an agreement to pay additional minimum monthly charges for a period of sixty (60) consecutive months equal in total to 1.7% of the additional investment required to provide three-phase service over and above the investment required to provide single-phase service, including the cost of rebuilding existing

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LINE EXTENSIONS

facilities and adding phase wires where necessary but excluding the first \$150 per customer for such additional investment and excluding the investment in meters and transformers.

b. In cases under a (3) and a (4), the minimum monthly charges under the applicable rates may be apportioned by agreement among the customers to be served. Such apportionments thereupon shall constitute the minimum monthly charge under the applicable rate, except that in no instance shall the minimum monthly charge be less than that specified in the rate set forth in this Tariff under which the customer is served.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

c. In cases under a (3) and a (4) and for the duration of the guarantee period, no additional customers shall be entitled to receive service within the limits of a guaranteed extension unless an agreement to take service has been signed for the unexpired term of the original period. Such additional customers shall pay single-phase and three-phase minimum monthly guarantees in accordance with a (3) and a (4) above an amount not less than the average guarantees required under a (3) and a (4) to be paid by all customers then served from the extension.

d. Additions may be made at any time to extensions constructed under the terms of a (3) and a (4). Should such an addition be made prior to the expiration of the original guarantee period, the addition shall be:

- (1) Computed as a unit with the original extension if, in so doing, the average guarantee of all customers is equal to or less than the average guarantee of the original customers; or,
- (2) Computed for the addition only if, in so doing, the average guarantee of the customers on the addition exceeds the average guarantee of the original customers.
- (3) All minimum charges as established by such apportionment and reapportionment of the total guarantees, will be incorporated in the Guaranteed Line Extension Reports referred to above.
- (4) The guarantee period for all additions to guaranteed extensions shall be sixty (60) months.

e. Whenever a customer applies for service at a location which was the subject of a guaranteed service extension agreement, payments under which have not been completed, such customer shall sign a guaranteed service extension agreement for sixty (60) months minus the number of months billed

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

under the previous agreement or agreements pertaining to such location.

f. The Company shall not be required to construct extensions hereunder other than on public ways unless the prospective customers shall provide, without expense or cost to the Company, the necessary permits, consents or easements for a satisfactory right-of-way for the erection, maintenance and operation of a line, including the right to cut and trim trees and bushes wherever necessary. Title of all extensions constructed in accordance with the exceptions stated above shall be vested in the Company.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

g. The Company shall not be required to construct extensions under the above terms where it is necessary to cross a body of water, or to serve Airport Lighting, Beacon Lighting, Street Lighting, etc., or where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other customers of the Company.

h. Service to trailers, and/or trailer camps shall not be available under the terms of this line extension policy unless there is deposited with the Company a prepayment equal to the total sixty (60) months' required guarantee. An amount equal to one-sixtieth of the prepayment will be credited to each month's bill.

If service is terminated prior to the end of the guarantee period, the prepayment balance will not be refunded unless and until a like amount is deposited by a new customer requiring service at approximately the same location.

i. The Company will begin the construction of a guaranteed Extension when the customers to be supplied therefrom have signed contracts embodying the Guaranteed Payments herein specified and wired their premises; provided, however, that the Company will not be required to begin construction when weather or other conditions are such as to make construction exceedingly difficult or abnormally expensive.

PART II

CUSTOMER CONSTRUCTION ADVANCE

For all customers who cannot qualify under Part I of this section, the following Customer Construction Advance will be applicable:

A cash advance will be required from customer to cover the complete or partial cost of new construction where the estimated annual revenue is insufficient or the characteristics of the installation are such that there is a reasonable doubt that the

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LINE EXTENSIONS

Company's new investment will be adequately protected. In determining the new investment directly applicable to any customer, that portion of the cost which would be needed in any event for system improvement in the near future will be excluded.

1. TEMPORARY SERVICE

"Temporary Service" is any service which is not expected to continue in use for a reasonable length of time, such as construction projects, carnivals, circuses, temporary displays, etc. For Temporary Service the customer will pay in advance the estimated cost of installing and removing the connection, less salvage.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART II

2. PERMANENT INSTALLATIONS

- a. Whenever the estimated annual revenue is less than 25% of the estimated total cost of construction the customer will be required to advance the total estimated construction cost. Because of this advance the customer will be credited with 15% of each monthly bill for ten years or until such credits equal the entire advance, whichever occurs earlier.
- b. Whenever the estimated annual revenue is less than 100% but more than 25% of the estimated total cost of construction, the customer will be required to advance the estimated non-salvageable construction cost. Because of this advance the customer will be credited with 15% of each monthly bill for a period of ten years, or until the entire advance has been repaid, whichever occurs earlier. If, however, the total cost of construction is less than \$500 no advance shall be required.

In some cases even though the estimated revenue is in excess of 100% of the estimated construction cost, an advance will be required due to circumstances which make the investment a questionable risk.

- c. Special consideration will be given to all installations having low energy requirements with practically no revenue. These installations may require a combination of advanced payment based on total cost of construction and guarantees or a contribution with no repayment.

The above provisions are in addition to the regular procedure as to credit review which also must be followed in each case.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying residential development consisting of dwelling facilities and facilities accessory thereto, and subject to the provisions hereinafter set forth, the Company will provide an underground distribution system in public or private ways, or rights-of-way to be installed throughout the entire development. A qualifying residential development is one proposed to be built on a land area defined in a real estate development plan, approved by the municipality in which it is proposed to be located and recorded, or suitable, in the opinion of the Company's property attorney, to be recorded, in the appropriate Registry of Deeds. Said land area shall be situated where no electric distribution system exists and where no electric distribution system other than that provided pursuant to the provisions of this policy will be required, and approved by the Company pursuant to all the relevant provisions and conditions of this policy. In cases of developments consisting of single-family residences, a qualifying residential development shall consist of a minimum of five sequentially built residences in a development approved by the Company under Paragraph 2 hereof. In cases of developments consisting of multi-family residential structures, including apartment buildings, a qualifying residential development shall consist of a minimum of ten apartments in a development approved by the Company under Paragraph 2 hereof.

2. The developer must present to the Company a plan showing the physical sequence in which the residential development is to be built and indicating the estimated elapsed time within which the total development, or a significant and separable portion thereof, will be completed. Both the physical sequence and the estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.

3. In qualifying residential developments where conditions allow excavation by conventional methods using backhoes, trenching machinery and cable

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LINE EXTENSIONS

PART III

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

plows, the complete installation will normally be made at no cost to the developer, except for secondary service trenches and secondary service conductor as covered in Paragraph 8 of this policy.

Effective October 1, 1969.

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Second Revised Page 14-A
Superseding First Revised Page 14-A

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LINE EXTENSIONS
PART III
INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying residential development consisting of dwelling facilities and facilities accessory thereto, and subject to the provisions hereinafter set forth, the Company will provide electric service in public or private ways, or rights-of-way through an underground distribution system to be installed throughout the entire development. A qualifying residential development is one proposed to be built on a land area defined in a real estate development plan approved by a municipality in which it is proposed to be located, and situated where no electric distribution system exists and where no electric distribution system other than that provided pursuant to these provisions will be required, and approved by the Company pursuant to all the relevant provisions and conditions of this policy.
2. The developer must present a plan showing the physical sequence in which the residential development is to be built and indicating the estimated elapsed time within which the total development, or a significant and separable portion thereof, will be completed. Both the physical sequence and the estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.
3. Subject to the provisions of paragraphs 4 and 5 below, the charge to the developer for work done by the Company shall be as follows:
 - (a) in the case of developments consisting of single family residences, (i) for a minimum of 5 sequential residences, no charge except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof; and (ii) in the case of approved developments of less than 5 sequential residences or developments not approved by the Company under paragraph 2 hereof, the differential between

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the cost of the underground system and that of standard overhead construction, computed for each such development individually; and

- (b) in the case of developments consisting of multi-family residential structures, including apartments, (i) no charge, except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof; and (ii) in the case of developments not approved by the Company under paragraph 2 hereof, the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.

Effective December 1, 1968.

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INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying development of single residence houses, and subject to the provisions herein-after set forth, the Company will provide electric service in public or private ways through an underground distribution system to be installed throughout the entire development. A qualifying development of single residence houses is a land area defined in a real estate development plan approved by the municipality, and situated where no electric distribution system exists and where no other electric distribution system will be required.
2. The developer must present a plan showing the physical sequence in which the residences are to be built and indicating the estimated elapsed time within which the total development will be completed. Both the physical sequence and estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.
3. The Charge to the developer for work done by the Company shall be as follows:
 - (a) for a minimum of 5 sequential residences, no charge except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof.
 - (b) in the case of approved developments of less than 5 sequential residences or developments not approved by the Company under paragraph 2 hereof, the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.
4. In addition to the costs specified in paragraph 3 above, the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company and in compliance with requirements of

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public authorities having jurisdiction. The primary and secondary cables will be placed in the streets by the Company and, in general, between the paved surface and the immediately adjacent property line.

Effective July 1, 1967.

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INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a residential housing development, and subject to the provisions hereinafter set forth, the Company will provide electric service in public or private ways through an underground distribution system to be installed throughout the entire development.
2. The developer must present a plan showing the sequence in which the residences are to be built and indicating the estimated elapsed time within which the development will be completed, which time shall be subject to the approval of the Company as reasonable.
3. The cost to the developer shall be as follows:
- (a) \$2.00 per street foot for a minimum of 20 sequential residences, or,
 - (b) in the case of developments of less than 20 sequential residences the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.
4. In addition to the costs specified in paragraph 3 above the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company. The primary and secondary cables will be placed in the streets by the Company and, in general, between the paved surface and the immediately adjacent property line. They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through $\frac{1}{2}$ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and

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available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications.

Effective July 1, 1966.

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4. The following special requirements will result in additional cost to the developer:

(a) In cases where any portion of the trenching and excavation would be difficult because of ledge, swamp, frozen ground, etc., the developer shall pay for the excess cost as determined by the Company.

(b) Whenever, in order to properly supply electricity to a development, it is necessary to install types of underground facilities other than so-called "U.R.D. direct burial" or to install additional equipment or attachments due to changes requested by the developer or local authorities, the developer shall reimburse the Company for any additional costs incurred as a result thereof.

(c) If power for construction is required before the final layout and grades are completed, the cost of temporary service shall be borne by the developer.

(d) If street surfacing is to be completed before the cable system is installed, the Company will furnish conduits for installation at those locations where there will be street crossings, to be installed by the developer at his expense. The developer shall also be responsible for any additional expense caused by failure to give the Company timely notice of the proposed completion of street surfacing. In the event the completion of street surfacing prior to installation of the cable system shall in any respect interfere with the installation of any facilities described in Section 7 hereof in the manner provided for in said Section, the developer shall be responsible for any additional expense caused thereby.

5. In cases of developments consisting of fewer than five single-family residences or fewer than ten apartments but otherwise fulfilling the conditions and provisions set forth in this policy or of developments not approved by the Company under Paragraph 2 hereof, an underground distribution system will be installed if the developer pays to the Company the differential between the estimated cost of the underground system and the estimated cost of overhead construction, computed for each development individually.

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4. In addition to the payment of costs to the extent specified in paragraph 3 above, the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company and in compliance with requirements of public authorities having jurisdiction. The primary and secondary cables will, in general, be placed by the Company in public ways, or in private ways, in a trench excavated between the paved surface and the immediately adjacent property line. They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through $\frac{1}{2}$ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The provisions of this policy contemplate the installation of an underground distribution system utilizing so-called "direct burial" cable. Therefore, in addition to the costs specified in paragraphs 3 and 4 above, whenever, in order to properly supply electricity to a development, it is necessary to install other types of underground facilities, or additional attachments or equipment, the Company will require the developer to pay the additional costs incurred as a result thereof.

6. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall, in general, be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications. The developer shall also establish final grades and place and maintain stakes showing elevation of such final grades.

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7. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located, in general, between the street line and the transformer installation and on the boundary line of abutting properties, and (c) any other underground installations to be made in private ways or on private property.

8. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraph 9 below. If pad-mounted transformers are used, the pads therefor, and the associated ground-grid systems, shall be provided by the developer and maintained by the property owner in accordance with Company specifications.

Effective December 1, 1968.

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They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through $\frac{1}{2}$ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications. The developer shall also establish final grades and place and maintain stakes showing elevation of such final grades.

6. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located 2 feet back from the street line on the boundary between abutting properties and (c) any other underground installations to be made in private ways or on private property.

7. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraphs 8 and 9 below.

8. The secondary service conductors running from secondary connection points or transformer locations to residences shall be provided, owned and maintained by the customers in compliance with the provisions of the "Information & Requirements for Electric Service" published by the Company and with any local ordinances or bylaws applicable thereto. Such conductors may, at the Customer's option, be installed in duct or consist of a Company approved type of direct burial cable.

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9. Customers shall supply one or more Company approved meter mount devices located on the outside of their residences and cable connections from the ground to such devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

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PART III

6. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located 2 feet back from the street line on the boundary between abutting properties, and (c) any other underground installations in private ways or on private property.

7. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraphs 8 and 9 below.

8. The secondary service conductors running from secondary connection points or transformer locations to residences shall be provided, owned and maintained by the customers in compliance with the provisions of the "Information & Requirements for Electric Service" published by the Company and with any local ordinances or bylaws applicable thereto. Such connections may, at the customers' option, be installed in duct or consist of a Company approved type of direct burial cable.

9. Customers shall supply one or more Company approved meter mount devices located on the outside of their residences and cable connections from the ground to such devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

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6. The developer shall furnish the Company with an approved sub-division plan or plans, complying with the provisions of Section 1, together with all available grades and land clearing information, street improvement details, the location of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Company. At the time the Company is requested to make the installation, the developer must have placed stakes showing final grades and lines and must have graded to within two inches below final grade. During the installation period, the developer shall coordinate other construction so as to permit unimpeded operation of trenching and cable placing equipment.

7. The owners of record shall grant the Company, without cost, perpetual rights and easements free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by the Company's property attorney, including rights of ingress and egress acceptable to the Company for:

(a) Transformer installations, whether submersible or pad-mounted, including the cable connections. In developments of single-family residences, such locations will, in general, be on private property approximately six feet back from the street line and centered on the boundary between abutting properties. In developments of multi-family residential structures, such locations will, in general, be on private property within ten feet of travelled ways or other paved areas accessible by the Company and mutually agreed to by the Company and the developers.

(b) Secondary connection points. In developments of single-family residences, such locations will, in general, be between the street line and the transformer installations and on the boundary line of abutting properties or approximately two feet back from the street line and centered on the boundary between abutting properties. In developments of multi-family residential structures, such locations will, in general, be adjacent to the transformer locations described in (a) above, and mutually agreed to by the Company and the developers.

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9. The secondary service conductors running from secondary connection points or transformer locations to residential buildings shall be provided by the developer and maintained by the property owner in accordance with Company specifications and with any local ordinances or bylaws applicable thereto. Such conductors may, at the developer's option, be installed in duct or consist of a Company approved type of direct burial cable, but the cable connections from the ground to the Company's metering devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

10. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Effective December 1, 1968.

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(c) Primary and secondary cables. In developments of single-family residences, these cables will, in general, be located in public ways or private ways, between the paved surface and the immediately adjacent property line. In developments of multi-family residential structures, these cables will, in general, be located in public ways or private ways between the paved surface and the immediately adjacent property lines or in rights-of-way accessible by the Company and agreed to by the Company and the developers.

(d) Any other underground or pad-mounted facilities to be owned and maintained by the Company which are required to provide electric service, including street lighting, as laid out or planned.

8. The secondary service trenches and conductors running from secondary connection points or transformer locations to residential buildings shall be provided by the developer and maintained by the property owner of record in accordance with Company specifications and with any local ordinances and/or bylaws applicable thereto. Such conductors may, at the developer's option, be installed in duct or consist of a company-approved type of direct burial cable. Where the Company's metering devices are located on the outside of structures, the cable shall, in all cases, be enclosed in rigid galvanized conduit mechanically coupled to such devices and firmly attached to the structures supporting the devices. In addition, where direct buried cables are used, the rigid galvanized conduits shall terminate below grade at the level of the cable run in rigid galvanized conduit quarter bends complete with suitable bushings to prevent damage to the cables. Where Company metering devices are located indoors, the cables shall, in all cases, penetrate structure walls in accordance with applicable regulations and where direct buried cables are used, rigid conduits terminating outside structure walls shall terminate in suitable bushings to prevent cable damage.

9. Underground systems installed in accordance with the provisions above shall be owned and main-

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tained by the Company, except for secondary service conductors and other devices described elsewhere in this policy. Applicable provisions contained in the Company Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Effective October 1, 1969.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART IV

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT OTHER THAN THAT COVERED BY LINE EXTENSIONS PART III

1. The Company will install underground electric distribution facilities at its expense, whenever in the Company's opinion it is economically reasonable and practical to do so.

2. In those cases where in accordance with municipal policy the Company causes its electric utility facilities to be constructed underground, and such construction, in the Company's opinion, results in costs substantially greater than overhead construction, a surcharge ("the underground surcharge") will be billed to the customers in such municipality, to provide additional annual revenues in an amount equal to the annual charges on the additional investment required for the underground facilities. However, the Company will not be required to install such underground facilities, whether new construction or replacement of existing overhead facilities:

(a) In an amount of investment in any one year exceeding 10 percent of the previous year's gross revenues from customers within such municipality; or

(b) Beyond its ability to obtain the materials, financing and manpower for the installation of such facilities without adversely affecting its operations in other municipalities within its service area; or

(c) Contrary to any regulations, restrictions, limitations or order by the regulatory authorities having jurisdiction over the Company.

3. The underground surcharge applicable to each municipality whose policy calls for electric utility facilities to be constructed underground will be filed annually with the New Hampshire Public Utilities Commission, on or before March 31 of each year, to be effective from April 1 of such year through March 31 of the following year. Such surcharge will be based upon data of the calendar year prior to the

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART IV

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT OTHER THAN THAT COVERED BY LINE EXTENSIONS PART III

year of filing. The underground surcharge will be calculated by:

(a) Multiplying the aggregate dollar amount of the additional investment in underground facilities within such municipality (calculated in accordance with Paragraph 4) by the percentage rate of the Company's annual charges on investments in electric facilities; and

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Issued in compliance with
Order No. 10,257 in Case D-R 5971

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(b) Dividing the product thereof by the total revenue from sales of electric energy in such municipality during said prior calendar year, excluding any surcharges in respect of underground facilities which were a part of such prior year's revenues.

4. The additional investment upon which the underground surcharge will be based in each municipality will be determined as follows:

(a) The investment in underground facilities made by the Company in new residential developments which qualify under the Company's filed Underground Residential Development Policy will not constitute a part of the additional investment for the purpose of calculating the underground surcharge.

(b) For new underground construction other than that covered by Paragraph (a) above, the additional investment will be the cost of the underground installation less the Company's estimate of an equivalent overhead installation.

(c) For replacement of existing overhead facilities by underground, the additional investment in underground facilities will be the cost of the underground installation plus the cost of removal less salvage value of existing overhead facilities, less the Company's net investment in such existing overhead facilities.

5. Each customer will be billed, for each billing month, an underground surcharge amount equal to one-twelfth of the surcharge calculated pursuant to the provisions of Paragraph 3 above, times his bill for electric energy.

6. As stated in the Company's Terms and Conditions, underground construction beyond a point two feet inside the property line will be at the customer's expense and will be owned and maintained by the customer. Replacement of existing overhead construction is conditioned on adequate assurance that existing customers will provide the required underground service connection along the full distance being replaced.

Effective April 27, 1971.

Exhibit 2

Deeds from Lebanon Housing Authority

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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire, pursuant to RSA Ch. 203:4, as amended, with offices in the City of Lebanon, Grafton County, New Hampshire, for consideration paid, grants to CITY OF LEBANON, NEW HAMPSHIRE, a municipal corporation organized and existing under the laws of the State of New Hampshire, with QUITCLAIM covenants,

That certain tract or parcel of land together with all improvements located thereon situated in said City of Lebanon and bounded and described as follows:

Beginning at a concrete bound at the northwesterly corner of Parcel C-9 as shown on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat" which plan is dated January 25, 1971, and was prepared by K. A. LeClair Assoc., Inc.; thence proceeding North 44° 57' West a distance of 40.23 feet to a drill hole in a concrete retaining wall on the easterly bank of the Mascoma River; thence proceeding southwesterly along said retaining wall a distance of approximately 140 feet to the northerly side of new Route 120, so-called, at the southeasterly abutment of a new bridge; thence proceeding along said new Route 120 the following courses: In a curve to the left with a radius of 410 feet a distance of 359.76 feet to a point; thence proceeding South 59° 00' 13.4" East a distance of 31.91 feet to a point; thence proceeding northerly a distance of approximately 103.5 feet to the southwesterly corner of a building now or formerly owned Francis A. and Mary Sargent; thence proceeding North 17° 15' East 1.21 feet to the southeasterly corner of the building formerly owned by Commerce, Incorporated, and now owned by Frederick T. Bedford, III; thence proceeding North 73° 52' West 75.16 feet to the southwesterly corner of said Bedford building; thence proceeding North 16° 16' East 87.16 feet to the northwesterly corner of said building; thence proceeding North 16° 13' East 20.59 feet to a point; thence proceeding North 75° 46' West 13.06 feet to an iron pin at the southeasterly corner of said Parcel C-9; thence continuing in the same course along the southerly

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line of said Parcel C-9 a distance of 76.82 feet to an iron pin at the southwesterly corner of said Parcel C-9; thence proceeding North 14° 14' East a distance of 110 feet to a concrete bound at the point of beginning.

Meaning and intending to convey hereby a portion of Parcel C-8 as shown on said plan. Conveyance is made subject to the utility easements previously granted to the owners of the buildings on the northerly side of the within conveyed premises.

This conveyance is made upon the following express conditions, covenants and restrictions which shall be construed as covenants running with the land:

The grantee shall devote the premises to, and only to and in accordance with the uses specified in the Urban Renewal Plan of the City of Lebanon approved December 21, 1965, as amended prior to the date of delivery of this deed provided that this paragraph shall not supersede any other provisions of this deed including any more restrictive conditions, covenants and restrictions imposed herein. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed by John L. Brown, its Chairman, thereunto duly authorized, this 25th day of April, 1974.

W. L. Brown
Witness

LEBANON HOUSING AUTHORITY

By John L. Brown
Its Chairman

STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 25th day of April, 1974, before me, William A. Brown, the undersigned officer, personally appeared John L. Brown, who acknowledged himself to be the Chairman of Lebanon Housing Authority, and that he, as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

Before me,

W. L. Brown
Justice of the Peace

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Received and recorded April 30, 1974 11:15 A.M.

Charles A. Wood
Charles A. Wood Register

Lebanon 067

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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to RSA Ch. 203:4, as amended, with offices in the City of Lebanon, Grafton County, New Hampshire, for consideration paid, grants to CITY OF LEBANON, NEW HAMPSHIRE, a municipal corporation organized and existing under the laws of the State of New Hampshire, with QUITCLAIM covenants,

Those certain tracts or parcels of land together with all improvements located thereon situated in said City of Lebanon and bounded and described as follows:

TRACT 1:

Beginning at the intersection of the westerly line of Court Street, so-called, and the northerly line of Hanover Street, so-called, as that intersection existed prior to any reconstruction by the Grantor; thence the following courses along the northerly line of said Hanover Street: S. 83° 08' W. a distance of 69.16' to a pdnt; N. 78° 21' W. a distance of 56.18' to a point marking the southwesterly corner of a building owned by Francis A. and Mary Sargent and the southeasterly corner of a building owned by 410 Nashua Corporation; thence approximately 80' in a westerly direction along said 410 Nashua Corporation land; thence S. 11° 15' W. a distance of 2.05' to a point; thence proceeding N. 78° 21' W. a distance of 57' to a point; thence proceeding N. 67° 21' W. a distance of 36.3' to a point; thence proceeding N. 50° 20' 30" W. a distance of 29.85' to a point on the easterly line of Lebanon Housing Authority Disposition Parcel C-9 as that parcel is shown on a plan entitled "Lebanon Business District Project N.H. 14 Boundary and Disposition Plat," which plan is dated January 25, 1971, and was prepared by K. A. LeClair Assoc., Inc.; thence proceeding S. 14° 14' W. along said Parcel C-9 a distance of 28.97' to a point; thence proceeding S. 43° 38' 30" W. a distance of 26.59' along said Parcel C-9 to an iron pin marking the southeasterly corner of said Parcel C-9; thence proceeding S. 75° 46' E. a distance of 13.06' to a point; thence proceeding S. 16° 13' W. a distance of 20.59' to a point marking the northwesterly corner of land now or formerly belonging to Commerce, Incorporated; thence proceeding S. 74° 01' E. a distance of 75.01' to the northeasterly corner of said

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Commerce, Incorporated land which point marks the northwesterly corner of land now or formerly of Francis A. and Mary Sargent; thence proceeding S. 73° 20' E. a distance of 29.08' to a corner of said Sargent land; thence proceeding N. 16° 51' E. a distance of 6.76' to a corner; thence proceeding easterly along said Sargent land and land now or formerly of F. Cushing Co., Inc., and land now or formerly of Currier & Co., Inc., a distance of approximately 172' to a corner of said Currier land; thence running southerly along said Currier land and land now or formerly of National Bank of Lebanon a distance of approximately 137' to a point marking the southeasterly corner of said National Bank of Lebanon land; thence proceeding S. 08° 08' E. a distance of 192.8' to an iron pin; thence proceeding N. 84° 03' E. a distance of 94' to an iron pin; thence proceeding N. 06° 21' W. a distance of 310.17' to an iron pin; thence proceeding N. 11° 41' W. a distance of 95.07' to the southwesterly corner of land now or formerly of Mascoma Savings Bank; thence proceeding N. 1° 6' 30" E. a distance of 116.2' along said Mascoma Savings Bank land to the northwesterly corner of said bank building; thence proceeding N. 03° 26' E. a distance of 45.01' to a point; thence proceeding N. 04° 28' E. a distance of 110.23' to an iron pin at the northwesterly corner of Parcel A-2 as shown on said plan; thence proceeding in a curve to the left with a radius of 60' a distance of 24.42'; thence proceeding S. 04° 38' W. a distance of 122.07' to a point; thence proceeding S. 03° 27' W. a distance of 155.39' to the point of beginning.

TRACT 2:

Beginning at the intersection of the westerly line of Court Street, so-called, and the northerly line of Hanover Street, so-called, as that intersection existed prior to any reconstruction by the Grantor; thence the following courses along the northerly line of said Hanover Street: S. 83° 08' W. a distance of 69.16' to a point; N. 78° 21' W. a distance of 56.18' to land now or formerly of Francis A. and Mary Sargent; thence proceeding S. 88° 52' E. a distance of 30.81' to a point which marks the southeasterly corner of said Sargent land and which point also marks the southwesterly corner of Parcel B-8A as shown on said plan; thence proceeding S. 89° 03' E. a distance of 70.79' to an iron pin marking the southeasterly corner of Parcel B-8 as shown on said plan; thence proceeding N. 01° 03' E. a distance of 142' to a concrete bound marking the northeasterly corner of said Parcel B-8; thence proceeding in the same course a distance of 79.11' to an iron pin; thence proceeding in a curve to the right with a radius of 60' a distance of 69.83' to a point; thence proceeding S. 04° 38' W. a distance of 122.07' to a point; thence proceeding

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S. 03° 27' W. a distance of 155.39' to the point of beginning.

Meaning and intending to convey by this Tract 2 Parcel B-9 as shown on said plan.

TRACT 3:

Beginning at the northeasterly corner of Parcel C-9 as shown on said plan, which corner is marked by a horizontal drill hole in a foundation wall belonging now or formerly to Frank Jackson and formerly known as Lewis Brothers Hardware; thence proceeding S. 75° 49' E. a distance of 41.64' along said Lewis Brothers building to an iron pin in a paved drain; thence proceeding N. 42° 12' E. a distance of 29.02' to a concrete bound; thence proceeding N. 14° 11' E. a distance of 39.93' to a point; thence proceeding S. 75° 49' E. a distance of 42.5' to a point; thence proceeding S. 12° 12' 30" W. a distance of 30.01' to a point marking the northwesterly corner of land now or formerly of Thomas J. Keane and Elaine E. Keane; thence the following courses along said Keane land and building; S. 43° 54' W. a distance of 64.6' to a point; S. 13° 21' W. a distance of 44.03' to a corner; S. 76° 39' E. a distance of 36.5'; S. 13° 21' W. a distance of 7'; S. 75° 34' E. a distance of 15.85' to the southeasterly corner of said Keane land; thence proceeding S. 11° 15' W. a distance of 2.05' to a point; thence the following three courses along the northerly line of Tract 1 hereinabove: N. 78° 21' W. a distance of 57'; N. 67° 21' W. a distance of 36.3'; N. 50° 20' 30" W. a distance of 29.85' to a point on the easterly line of said Parcel C-9; thence proceeding N. 14° 14' E. a distance of 57.76' to the point of beginning.

Meaning and intending to convey by this Tract 3 Parcel B-10 as shown on said plan.

Meaning and intending to include in this conveyance all interest of the grantor in the area shown on said plan as the Mall.

Conveyance of the within described three tracts is made upon the following express conditions, covenants and restrictions which shall be construed as covenants running with the land:

The grantee shall devote the premises to, and only to and in accordance with the uses specified in the Urban Renewal Plan of the City of Lebanon approved December 21, 1965 as amended prior to the date of delivery of this deed provided that this paragraph shall not supersede any other provisions of this deed including any more restrictive conditions, covenants and restrictions imposed herein. This

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condition shall remain in effect until December 31, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed by John A. Brown, its CHAIRMAN, thereunto duly authorized, this 15th day of April, 1974.

W. L. B.
Witness

LEBANON HOUSING AUTHORITY
John A. Brown
Its CHAIRMAN

STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 15th day of April, 1974, before me, William A. Foster, the undersigned officer, personally appeared John A. Brown, who acknowledged himself to be the CHAIRMAN of Lebanon Housing Authority, and that he, as such CHAIRMAN being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CHAIRMAN.

Before me,

W. L. B.
Justice of the Peace

Received and recorded April 30, 1974 11:15 A.M.

Charles A. Wood
Charles A Wood Register

Lebanon 071

BOOK 1232 PAGE 243

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA Chapters 203 and 205 as amended, with offices in the City of Lebanon, Grafton County, State of New Hampshire, for consideration paid, grants to NATIONAL BANK OF LEBANON, a national banking association organized and existing under the laws of the United States of America, with a principal place of business in the City of Lebanon, whose mailing address is 20 West Park Street, Lebanon, with QUITCLAIM covenants,

The following irrevocable and perpetual rights and easements in and to a certain tract of land located in the City of Lebanon and shown on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat" which plan is dated January 25, 1971, prepared by K. A. LeClair Assoc., Inc., and is recorded in the Grafton County Registry of Deeds in Pocket 3, Folder 4, Plan 13. The subject tract is a portion of Disposition Parcel C-8 as shown on said Plat; and a portion of the subject tract was acquired from said National Bank of Lebanon as Acquisition Parcel E-11 on April 7, 1969, by Petition for Condemnation filed in the Grafton County Superior Court on that date:

The right of access from the public highway and use for the benefit of the grantee, its agents, servants and invitees, in common with members of the public pursuant to Urban Renewal Plan NHR-14, for the purpose of sewer, water and other utility lines, and for the purpose of ingress and egress to and from the westerly entrance to bank building including delivery and unloading or loading thereat, by the usual and customary modes, and for the purpose of ingress and egress by the usual and customary modes to and from its banking "drive-in" or outside window located on the westerly side of the bank building and the transaction of business thereat. Grantee's rights with reference to sewer, water and utility lines shall include the rights of repair and maintenance, provided that the grantee shall be responsible for the restoration of paved surfaces to a condition similar to the condition found upon beginning any such maintenance or replacement. The foregoing right of access to the bank's outside window and westerly entrance shall be subject to the right of the grantor, or its successors and assigns, reasonably to move the actual traveled portion of the said access from place to place within the subject parcel, provided that the right of way of

THE CONSIDERATION FOR THIS QUITCLAIM DEED IS SUCH THAT NO REVENUE STAMPS ARE REQUIRED.

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such access shall always be at least 20 feet in width through the public parking lot on said parcel; and provided further that the right of access to the drive-in or outside window on the westerly side of the bank building shall not be disturbed and shall remain substantially as it now is. Reference is made to said petition for condemnation and to the plan which is a part thereof for further description of said parcel and of said drive-in window and bank entrance, and the rights of access herein granted shall be over and through adjoining and abutting parking lots of the grantor.

It is understood that fee simple title to the subject parcel, subject to this deed and subject to the requirements of said Urban Renewal Plan, will be transferred to the City of Lebanon for use as a public parking lot.

There is also conveyed herewith an additional easement of access to the remote control banking facilities to be installed on the westerly side of the present "portico" or "drive-in" so that vehicular traffic may pass over that portion of the grantor's land lying westerly of said portico or drive-in for use of said remote control facilities.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed this 17th day of September, 1974, by Frances B. Judney, CHAIRMAN, of Lebanon Housing Authority, duly authorized.

he. WSO
Witness

LEBANON HOUSING AUTHORITY
By Frances B. Judney
Duly Authorized Chairman

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STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 17th day of September, 1974, before me, William A. Greer, the undersigned officer, personally appeared Frances B. Judney, who acknowledged herself to be the CHAIRMAN of the Lebanon Housing Authority, and that, she, as such CHAIRMAN, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as CHAIRMAN.

Before me,

he. WSO
Justice of the Peace

Received and recorded: Sept. 19, 1974 8:30 A.M.

Charles A. Wood
Charles A Wood Register

Lebanon 073

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such access shall always be at least 20 feet in width through the public parking lot on said parcel; and provided further that the right of access to the drive-in or outside window on the westerly side of the bank building shall not be disturbed and shall remain substantially as it now is. Reference is made to said petition for condemnation and to the plan which is a part thereof for further description of said parcel and of said drive-in window and bank entrance, and the rights of access herein granted shall be over and through adjoining and abutting parking lots of the grantor.

It is understood that fee simple title to the subject parcel, subject to this deed and subject to the requirements of said Urban Renewal Plan, will be transferred to the City of Lebanon for use as a public parking lot.

There is also conveyed herewith an additional easement of access to the remote control banking facilities to be installed on the westerly side of the present "portico" or "drive-in" so that vehicular traffic may pass over that portion of the grantor's land lying westerly of said portico or drive-in for use of said remote control facilities.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed this 17th day of September, 1974, by FRANCIS B. JUDNEY, CHAIRMAN, of Lebanon Housing Authority, duly authorized.

he. WSO
Witness

LEBANON HOUSING AUTHORITY
By Francis B. Judney
Duly Authorized Chairman

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STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 17th day of September, 1974, before me, William A. Greer, the undersigned officer, personally appeared FRANCIS B. JUDNEY, who acknowledged herself to be the CHAIRMAN of the Lebanon Housing Authority, and that, she, as such CHAIRMAN, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as CHAIRMAN.

Before me,

he. WSO
Justice of the Peace

Received and recorded: Sept. 19, 1974 8:30 A.M.

Charles A. Wood
Charles A Wood Register

Lebanon 073

NOTICE OF DECISION

BOARD OF ADJUSTMENT, CITY OF LEBANON, NEW HAMPSHIRE

You are hereby notified that the request of Granite State Electric Co.
9 Court Street, Lebanon

~~for a variance~~) -- the terms of Article 14 Section 1401B
for a variance)

of the Zoning Ordinance has been granted for the reasons given
in the following resolution passed by a majority of the appointed members
of the Board of Adjustment.

RESOLVED: Granite State Electric may use a parcel containing approx.
1.29 acres with access to Rt. 120 via existing private way, located
on Westerly of State Rt. 120, for permitted public utility purposes,
electric substation, to supply needed electrical power to the area.
(Property presently owned by Town of Hanover)

Resolved, that the following conditions shall be attached to such use:

- (1) A buffer zone on the Granite State Electric property of a
row of evergreen trees within the property line.
- (2) No septic system or sewerage will be on said property.
- (3) Subject to the Planning Board's approval.

Signed: Carl E. Bezin
Chairman, Board of Adjustment

Date: November 21, 1977

Note: Application for rehearing on any question of the above determination
may be taken within 20 days of said determination by any party to the
action of person affected thereby according to New Hampshire Revised Statutes
Annotated, 1955, Chapter 31:74-76.

Received and recorded: June 1, 1978 1:55 PM

Gratton County Registry of Deeds

Charles A. Wood, Register

1548

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EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS: that LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA Chapters 203 and 205 as amended, with office in the City of Lebanon, Grafton County, State of New Hampshire, for consideration paid, grants to CURRIER CO., INC., a New Hampshire corporation with principal place of business at Lebanon, Grafton County, New Hampshire, with Quitclaim Covenants,

The following irrevocable and perpetual rights and easement in and to a certain tract of land located in the City of Lebanon and shown on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat," which plan is dated January 25, 1971, prepared by K. A. LeClair Assoc., Inc., and is recorded in the Grafton County Registry of Deeds in Pocket 3, Folder 4, Plan 13. The subject tract is a portion of Disposition Parcel C-8 as shown on said Plat:

The right of access from the public highway and use for the benefit of the grantee, its agents, servants and invitees, in common with members of the public pursuant to Urban Renewal Plan NHR-14, for the purpose of sewer, water and other utility lines, for the purpose of installing and maintaining an underground fuel storage tank, and for the purpose of ingress and egress to and from the southerly entrance of the "Pulsifer Block," so-called, and to and from the southerly entrance of "Whipple Block," so-called including delivery and unloading or loading thereat, by the usual and customary modes, and for the purpose of ingress and egress by the usual and customary modes to and from said southerly entrances and the transaction of business thereat. Grantee's rights with reference to the fuel storage tank and to sewer, water and utility lines shall include the rights of repair and maintenance, provided that the grantee shall be responsible for the restoration of paved surfaces to a condition similar to the condition found upon beginning any such maintenance or replacement. The foregoing right of access to the said southerly entrances shall be subject to the right of the grantor, or its successors and assigns, reasonably to move the actual traveled portion of the said access from place to place within the subject parcel, provided that the right of way of such access shall always be at least twenty (20) feet in width through the public



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parking lot on said parcel; and provided further that the right of access to the southerly side of the Pulsifer Block and to the southerly side of the Whipple Block shall not be disturbed and shall remain substantially as it now is. The rights of access herein granted shall be over and through adjoining and abutting parking lots of the grantor.

It is understood that fee simple title to the subject parcel, subject to this deed and subject to the requirements of said Urban Renewal Plan, will be transferred to the City of Lebanon for use as a public parking lot.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed this 25th day of June, 1985, by Gordon K. Place, Chairman, of Lebanon Housing Authority, duly authorized.

LEBANON HOUSING AUTHORITY

Susan F. Karp
Witness

By Gordon K. Place
Chairman
Duly Authorized

STATE OF NEW HAMPSHIRE
GRAFTON SS.

On this 25th day of June, 1985, before me, Susan F. Karp, the undersigned officer, personally appeared Gordon K. Place, who acknowledged him/herself to be the Chairman of the Lebanon Housing Authority, and that, he/she, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Chairman.

Before me,

Susan F. Karp
Justice of the Peace/~~Notary Public~~

Received and recorded: June 26, 1985 8:30 A.M.

Charles A. Wood, Register

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Lebanon 076

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1619TH 62
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Assignment BK 2109 Pg 277

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA Chapters 203 and 205 as amended, with offices in the City of Lebanon, Grafton County, New Hampshire, for consideration paid, grants to TCG DEVELOPMENT GROUP, a partnership organized under the laws of the State of New Hampshire, with a mailing address of Box 888, Lebanon, New Hampshire 03766, with QUITCLAIM covenants, that certain tract or parcel of land, together with all improvements located thereon, situated in the Mall area, so-called, of the downtown business section of the City of Lebanon, and bounded and described as follows:

Beginning at a point marked by a horizontal drill hole in the southerly foundation wall of a building formerly owned by Lewis Brothers Hardware, Inc., which point is also on the westerly line of Parcel B-10 of the Mall, so-called; thence proceeding North 75° 42' West partially along said Lewis Brothers building and partially along the southerly line of Parcel C-1 now or formerly owned by the City of Lebanon, a distance of 89.87 feet to a concrete bound (which point is South 44° 57' East a distance of 40.23 feet from a drill hole in a concrete retaining wall located on the easterly side of the Mascoma River); thence the following two courses bounded by Parcel C-8, a parking lot now or formerly owned by the City of Lebanon: South 14° 14' West a distance of 110 feet to an iron pin; South 75° 46' East a distance of 76.82 feet to an iron pin in a northerly line of Parcel C-8; thence the following two courses bounded easterly by said Mall: North 43° 38' 30" East a distance of 26.59 feet to a point; North 14° 14' East a distance of 86.73 feet to a point of beginning.

Reference is made to a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat" which plan is dated January 25, 1971, prepared by K. A. LeClair Assoc, Inc., and is recorded in the Grafton County Registry of Deeds in Pocket 3, Folder 4, Plan 13. Meaning and intending to convey Parcel C-9 as shown on said plan. Reference is also made to a plan entitled "Land Disposition Map, Parcel C-9, Lebanon Housing Authority, Lebanon, N.H." dated January 22, 1971, prepared by K. A. LeClair Assoc., Inc.

This conveyance is made upon the following express conditions, covenants and restrictions which shall be construed as covenants running with the land:

1. The premises shall not be subdivided. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the

Urban Renewal Plan.

2. The grantee shall devote the premises to, and only to and in accordance with the uses specified in the Urban Renewal Plan of the City of Lebanon approved December 21, 1965 as amended prior to the date of delivery of this deed provided that this paragraph shall not supersede any other provisions of this deed including any more restrictive conditions, covenants and restrictions imposed herein. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

3. The grantee shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of the premises or any improvements erected or to be erected thereon, or any part thereof. The covenant of this paragraph shall remain in effect without limitation as to time.

4. The grantee shall promptly begin and diligently prosecute to completion the redevelopment of the premises through the construction of improvements thereon, such construction to commence no later than OCTOBER 1, 1986, *SHP* and to be completed no later than SEPTEMBER 30, 1987, *LNO* provided that promptly after completion of the improvements the grantor will give the grantee an instrument certifying such completion and this certificate shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the contract of the parties and this Paragraph 4 with respect to the obligation of the grantee and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof.

If the grantee shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within three (3) months, (six months, if the default is with respect to the date for completion of the improvements) after written demand by the grantor so to do; or the grantee shall fail to pay real estate taxes or assessments on the premises or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the contract of the parties, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by the grantor so to do; or there is, in violation of the contract of the parties any transfer of the premises or any part thereof, or any change in the ownership or distribution of the stock of the grantee, or with respect to the identity of the parties, in control of the grantee or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the grantor to the grantee, then the grantor shall have the right to re-enter and take possession of the premises and to terminate (and revert in the grantor) the estate conveyed by this deed, and all title and all rights and interests of the grantee, and any assigns or successors in interest to and in the premises, shall revert to the grantor; Provided, that such condition subsequent and any reversioning of

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title as a result thereof in the grantor shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by the contract of the parties, and (ii) any rights or interests provided in that contract for the protection of the holders of such mortgages. No remedies under this paragraph shall be enforceable after delivery of the certificate of completion referred to in Paragraph 4 above.

The conditions, covenants and restrictions in paragraphs numbered one through four above shall be binding, to the fullest extent permitted by law and equity and for the benefit and in favor of the enforceable by the grantor, its successors and assigns, the City of Lebanon, any successor in interest to the premises or any part thereof and the owner of any other land (or of any interest in such land) in the area of the Lebanon Business District Project of the City of Lebanon and the grantor as the area of the Project now exists or as it may hereafter be extended which land is subject to the land use requirements and restrictions of the Urban Renewal Plan of the City of Lebanon, and without limiting such enforcement by others, the covenants of Paragraph 3 shall further be enforceable by the United States of America, such enforcement by any of the persons or governments heretofore named to be against the grantee, its successors and assigns and every successor in interest to the premises or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof. The conditions, covenants and restrictions set forth above shall run in favor of the grantor and the United States, for the entire period during which such conditions, covenants and restrictions shall be in force and effect, without regard to whether the grantor or the United States has at any time been, remains or is an owner of any land or interest therein to or in favor of which such conditions, covenants and restrictions relate. The grantor shall have the right, in the event of any breach of any such condition, covenant and restriction, and the United States shall have the right in the event of any breach of the covenant provided in Paragraph 3, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity of other proper proceedings to enforce the curing of such breach of condition, covenant and restriction, to which it or any other beneficiaries of such condition, covenant and restriction may be entitled.

This conveyance is expressly made conditional upon and subject to the obligation of the grantor, Lebanon Housing Authority, to convey to the City of Lebanon an easement for storm drainage, which easement shall run through the premises. The grantee, by acceptance of this deed, hereby specifically assumes the obligation of the grantor to convey such easement to the City of Lebanon. The grantee, by acceptance of this deed, agrees that it will convey such easement to the City of Lebanon on such terms and conditions as the grantor, the grantee and the City of Lebanon can agree. In default of such agreement, the grantor and the City of Lebanon shall have the right to determine the terms of such easement. It is specifically intended by the grantor and accepted by the grantee that the right to such easement shall be specifically enforceable by the City of Lebanon.

The grantor makes no warranty to the grantee against loss or damage by reason of the following:

- I. Any law, ordinance or governmental regulation including but not limited to zoning ordinances restricting or

regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

II. Governmental rights of police power or eminent domain.

III. Title to any property, rights or easements beyond the lines of the land conveyed.

IV. Defects, liens, encumbrances or adverse claims created, suffered, assumed or agreed to by the grantee, or known to the grantee on the date of delivery of the deed and not known to the grantor or not shown by the public records, or resulting in no loss to the grantee, or attaching or created subsequent to the delivery of the deed.

V. Lack of power or capacity of the grantee to accept title to or legally enforce the interests conveyed hereunder.

IN WITNESS WHEREOF, the grantor has caused this deed to be executed by its Chairman, Gordon K. Place, duly authorized, by setting the name of the grantor hereto and affixing the seal of the grantor this 10th day of September, 1986.

LEBANON HOUSING AUTHORITY

By Gordon K. Place
Chairman

STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 10th day of September, 1986, before me, William B. Baker, the undersigned officer, personally appeared Gordon K. Place, who acknowledged himself to be the Chairman of Lebanon Housing Authority, a corporation, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

Before me,

W. B. Baker
Justice of the Peace
Notary Public

Received and recorded: September 10, 1986 3:20 P.M.

Charles A. Wood, Register

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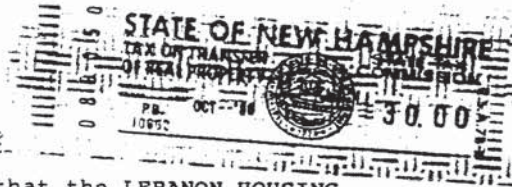
Liberty 4761

Lebanon 080

BOOK 1630

PAGE 528

EASEMENT DEED



KNOW ALL MEN BY THESE PRESENTS: that the LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to N.H. R.S.A. Chapters 203 and 205 as amended, with office in the City of Lebanon, Grafton County, State of New Hampshire, and the CITY OF LEBANON, New Hampshire, a New Hampshire municipal corporation, for consideration paid, grant to DANIEL H. WOLF d/b/a WHIPPLE-PULSIFER ASSOCIATES, with a mailing address c/o Hodan Properties, Inc., Main Street, New London, New Hampshire, with QUITCLAIM COVENANTS,

The following easement in and to a portion of a certain tract of land located northerly of Mascoma Street, in the City of Lebanon, and shown as Disposition Parcel C-8 on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Preliminary Disposition Plat, Map No. 9," which plan is recorded in the Grafton County Registry of Deeds at Book 1218, Page 397; and shown also as Parcel E-11 on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon Grafton County, New Hampshire, Property Map, Map No. 4," which plan is recorded in the Grafton County Registry of Deeds at Book 1218, Page 394:

The permanent right and easement to erect, install, and maintain an elevator, stairway, and certain pedestrian entry ways and exits, and appurtenant architectural and landscaping amenities thereto and therewith, in and on a certain portion of the above tract of land at the rear of the Whipple Block and the Pulsifer Block, so-called, the location and extent of said easement being more particularly shown on a plan entitled "Proposed Easement Outline for Whipple Place," recorded in the Grafton County Registry of Deeds at 3638; together with the right and easement to occupy and use such reasonable space beyond the limits of said easement as the same may be required from time to time to erect, install, repair, replace, or maintain the said improvements and amenities, provided that in the exercise of such right the grantee, and his heirs, successors, and assigns shall restore such space beyond the limits of the said easement to as near as possible its condition prior to the exercise of such right.

This permanent easement shall be appurtenant to the Whipple Block and Pulsifer Block as conveyed to Daniel H. Wolf d/b/a Whipple-Pulsifer Associates by Deed of Currier Co., Inc. dated June 25, 1985, and recorded in the Grafton County Registry of Deeds at Book 1548, Page 471.

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EXECUTED this 16th day of OCTOBER , 1986.

LEBANON HOUSING AUTHORITY

By: Dr. Gordon K. Place

CITY OF LEBANON, NEW HAMPSHIRE

By: Alan H. Edmond

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 16th day of OCTOBER , 1986 by DR. GORDON K. PLACE of the Lebanon Housing Authority, a public body corporate of the State of New Hampshire, on behalf of the Lebanon Housing Authority.

Deborah D. Boivin
Notary Public/Justice of the Peace

DEBORAH D. BOIVIN, Notary Public
My Commission Expires May 7, 1991.



STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 8th day of October , 1986 by Alan H. Edmond of the City of Lebanon, a New Hampshire municipal corporation, on behalf of the City of Lebanon.

Charles A. Wood
Notary Public/Justice of the Peace

CHARLES A. WOOD, Notary Public
My Commission Expires May 7, 1991.



Received and recorded: October 31, 1986 8:00 A.M.

Charles A. Wood, Register

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Liberty 078

Lebanon 082