

**Appendix to Petition of Pennichuck East Utilities, Inc.,  
for Approval of the Transfer of the Real Estate**

- DLW-1 Purchase and Sale Agreement
- DLW-2 Current Deeds of Record
- DLW-3 Plain titled Preliminary Proposed Water Line Easement” prepared for Pennichuck Water Works, Inc.
- DLW-4 Proposed Deeds
- DLW-5 Resolution from Board of Alderman for City of Nashua

**PURCHASE AND SALES AGREEMENT**  
 New Hampshire Association of REALTORS® Standard Form



\_\_\_\_\_, \_\_\_\_\_ (EFFECTIVE DATE)  
 EFFECTIVE DATE is defined in Section 20 of this Agreement

1. THIS AGREEMENT made this 31st day of May, 2011 between PENNICHUCK EAST  
UTILITY, INC. Concord, NH ("SELLER")  
 of 25 Manchester Street  
 City/Town Merrimack State NH Zip 03054  
 and New Hampshire Institute of Agriculture and Forestry or Nominee  
 ("BUYER") of 1857 White Mountain Highway  
 City/Town North Conway State NH Zip 03860

*[Handwritten signature]*

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town  
 of Conway, New Hampshire located at a location east of the West Side Road, being a 40.4+- acre parcel, a  
9.7+- acre parcel and a 4.6+- acre parcel lying westerly of the Saco River  
 County Carroll Book 2681/2688 Page 318/915 Date 12/17/2007, 1/28/08 ("PROPERTY").

3. The SELLING PRICE is Sixty Five Thousand and no/100 Dollars \$ 65,000.00  
 DEPOSIT in the form of Personal Check is to be held in an escrow  
 account by Mountain & Vale Realty LLC ("ESCROW  
 AGENT"), BUYER  has delivered, or  will deliver to the \_\_\_\_\_'s real estate FIRM  
 within \_\_\_\_\_ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 1,000.00.  
 If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement  
 shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_  
 will be delivered on or before \_\_\_\_\_. Failure by  
 BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the  
 purchase price shall be paid by wire, certified, cashier's or trust account check in the amount of \$ 64,000.00.

4. DEED: Marketable title shall be conveyed by a \_\_\_\_\_ warranty deed, and shall be free  
 and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before September 1, 2011 at Carroll County Registry of Deeds or  
 some other place of mutual consent as agreed to in writing.

*[Handwritten signature]*

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of  
 all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the  
 same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be  
 delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: See lease agreement attached and  
made part hereof

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within  
 0 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:  
Steven Goudey of Mountain & Vale Realty is a  seller agent  buyer agent  facilitator  disclosed dual agent  
 \_\_\_\_\_ of \_\_\_\_\_ is a  seller agent  buyer agent  facilitator  disclosed dual agent

\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual  
 Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated  
 buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, with  
 extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery  
 of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the  
 option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ \_\_\_\_\_ 0.00.

SELLER(S) INITIALS SG BUYER(S) INITIALS [Signature]

Form generated by "Title Forms" from REVEAL SYSTEMS, Inc. 800.480.0517



**PURCHASE AND SALES AGREEMENT**  
New Hampshire Association of REALTORS® Standard Form



deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or

(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING**  
HERE: \_\_\_\_\_

14. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 358-B:58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 days from the effective date of the Agreement failing which such contingency shall lapse.

15. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

16. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. FINANCING: This Agreement (  is ) (  is not ) contingent upon BUYER obtaining financing under the following terms:

AMOUNT 53,000.00 TERM/YEARS 30 RATE 5.0% MORTGAGE TYPE USDA Farm Service Agency

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

SELLER(S) INITIALS RAW BUYER(S) INITIALS [Signature]



**PURCHASE AND SALES AGREEMENT**  
 New Hampshire Association of REALTORS® Standard Form



**18. ADDITIONAL PROVISIONS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**19. ADDENDA ATTACHED:**  Yes  No See Addendum attached and made part hereof.

**20. EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

**PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.**

	<u>08/31/11 3:00 p.m.</u>	BUYER	DATE	TIME
BUYER	MAAF, by it's Exec. Dir			

<u>1857 White Mountain Highway</u>	MAILING ADDRESS
------------------------------------	-----------------

<u>North Conway, NH 03880</u>	CITY	STATE	ZIP
-------------------------------	------	-------	-----

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

	<u>8/23/11</u>	SELLER	DATE	TIME
SELLER	<u>Pennichuck East Utility, Inc.</u>			

<u>25 Manchester Street</u>	MAILING ADDRESS
-----------------------------	-----------------

<u>Merimack, NH 03054</u>	CITY	STATE	ZIP
---------------------------	------	-------	-----

# ADDENDUM

TO THE PURCHASE AND SALES AGREEMENT  
New Hampshire Association of REALTORS® Standard Form



Addendum to the Purchase and Sales Agreement dated May 31, 2011 between  
Pittsfield Aqueduct Company, LLC PENNICHUCK EAST UTILITY, INC ("SELLER"), and

New Hampshire Institute of Agriculture and Forestry or Nominee ("BUYER"), for  
the property located at a location east of the West Side Road, being a 40.4+ acre parcel, an 9.7 acre parcel, and a 4.6 acre parcel

hereby agree to the following:

This agreement shall be contingent upon the following:

- 1) The Buyer shall lease the parcel for agricultural purposes under the terms and conditions of a lease agreement attached hereto and made a part hereof commencing on May 12, 2011 and terminating on September 15, 2011 or upon the date of transfer, whichever occurs first.
- 2) The conveyance will be subject to an easement not to exceed 25 feet either side of the pipeline to the Seller and/or their assignees to maintain a "water main" running under the surface of the ground.
- 3) The allocation of funds to each parcel shall be as follows:

40.4  
40.6 Acres - \$50,000.00  
4.6 Acres - 3,000.00  
9.7 Acres - 12,000.00

4) All real estate fees shall be paid by the buyer in addition to the purchase price.

5) Approval by Nashua City Board of Aldermen and the New Hampshire Public Utilities Commission.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

[Signature] BUYER NHAIF, by it's Exec. Dir. 5/31/11 / 3:00 p.m. BUYER DATE / TIME  
Donald S. White SELLER Pittsfield Aqueduct Co., LLC 5/31/11 SELLER DATE / TIME  
PENNICHUCK EAST UTILITY, INC.

Return to:  
Dwyer, Donovan & Pendleton, P.A.  
461 Middle Street  
Portsmouth, NH 03801-5085

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
*****	THOUSAND	2	HUNDRED AND 25 DOLLARS
MO.	DAY	YR.	AMOUNT
08	24	2011	\$ *****225.00
VOID IF ALTERED			

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that PITTSFIELD AQUEDUCT COMPANY, with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054, for consideration paid, grants to PENNICHUCK EAST UTILITY, INC., with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054 with WARRANTY COVENANTS, the following described real estate:

Two certain tracts or parcels of land situated in North Conway, County of Carroll and State of New Hampshire, being bounded and described as follows:

#### PARCEL I:

Beginning at an iron pipe, said pipe being the Northeast corner of Morrell on the South line of land of James, and being the Northwest corner of land herein described, thence South 12° 21' East a distance of 80.95 feet along the Easterly line of land of Morrell to an iron pipe; thence, continuing on the same course, South 12° 21' East a distance of approximately 228 feet along other land of the Grantor to the Deadwater, so-called; thence, Southerly by the trend of Deadwater, a distance of approximately 550 feet along other land of the Grantor, to the edge of the 50 foot right-of-way; thence, continuing as the said Deadwater would trend, a distance of 50 feet; said Deadwater intersects the center line of said right-of-way at approximately station 5 + 90 as stationed off the West Side Road; thence, continuing along the trend of the Deadwater, a distance of 39 feet to a point; thence North 72° 56' East; a distance of 128 feet to an iron pipe; thence South 16° 51' East a distance of 125.64 feet to an iron pipe; thence South 72° 17' West a distance of 136.62 feet to the trend of the above-mentioned Deadwater; thence Southerly along the Deadwater being along the land of Bumstead until it meets another Deadwater, called Allard's Eddy; thence, Easterly, by the trend of Allard's Eddy, along other land of the Grantee; thence North 12° 16' West to an iron pipe set approximately 15 feet away from the bank of said Allard's Eddy; thence continuing on the same course, North 12° 16' West a distance of 702.20 feet along other land of the Grantee to a stone bound on the South line of land of James; thence, North 71° 17' West a distance of 562.17 feet along the South line of land of James to the iron pipe begun at.

BK 2945 PG 0812

**PARCEL II:**

Beginning at a stone bound located the following courses and distances from the center line terminus (station 20 + 65) of a 50 foot right-of-way leading from the West Side Road;

South 87° 03' East a distance of 320.21 feet and North 75° 53' East a distance of 328.48 feet;

Thence at said stone bound, the point of beginning, running South 56° 22' East a distance of 547 feet along other land of the Grantor to the Saco River; thence turning and running Northeasterly along the Saco River to a point, said point having a chord distance of 407.64 on a reference line from the previously mentioned bound; thence turning and running North 56° 22' East a distance of 825 feet along other land of the Grantee to a stone bound; thence turning and running South 38° 12' West a distance of 276.83 feet along other land of the Grantee to the first mentioned bound.

Containing 4.6 acres, more or less.

Saving, excepting and reserving to the previous Grantor, its successors or assigns, a fifty foot right of way across Parcel No. 1 herein conveyed, said right of way to be located as shown on the plan hereinafter referred to. This right of way can be used for all purposes whatsoever that the Grantor, its successors or assigned, may desire.

The above right of way shall meet any and all specifications of the Town of Conway Planning Board so as to enable the Town of Conway to accept the same at a later date as a public road should the Grantor, its successors or assigns so desire. The Grantor reserves the right to improve the aforesaid right of way and to bring the same up to all specifications and standards of the Town of Conway as is necessary to enable the Town to accept the same as a public road.

The land conveyed herein shall be subject to the following covenants and restrictions which shall run with the land:

1. No building or structures shall be constructed or placed upon the land until the year 1987 except for the improvement of the right of way as set forth above and the fences as designated below.
2. If the land is used, it shall be used for the ordinary and natural purposes of farming and/or grazing of animals.
3. If animals are grazed upon the land, the Grantee shall erect and maintain in good repair those fences necessary to enclose the animals for the purpose of preventing said animals from trespassing on any of the Grantor's abutting property.

SUBJECT TO all matters evidenced and disclosed on a plan entitled "Boundary Plan Land of Brian E. Hussey, II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007 and recorded in the Carroll County Registry of Deeds at Plan Book 220, Page 2.

BK 2945 PG 0813

SUBJECT TO Current Use Tax classification on Parcel I. Any land use change tax penalty for withdrawal or reclassification of the premises shall be the responsibility of the Grantee.

Meaning and intending to describe and convey a portion of the same premises conveyed to Pittsfield Aqueduct Company by Warranty Deed of Brian E. Hussey and Justin S. Hussey, dated January 16, 2008, and recorded at Carroll County Registry of Deeds at Book 2688, Page 0915.

In witness whereof, Pittsfield Aqueduct Company has caused Donald Ware, its President, to set his hand on behalf of said corporation, this 11<sup>th</sup> day of August, 2011.

PITTSFIELD AQUEDUCT COMPANY

By: Donald Ware  
Donald Ware, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Before me, the undersigned officer, personally appeared Donald Ware, who acknowledged himself to be the President of Pittsfield Aqueduct Company, and that he, as such President, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal, this 11<sup>th</sup> day of August, 2011.

K Murphy  
Notary Public/Justice of the Peace



BK 2945 PG 0814

PLEASE RETURN TO:  
MAZEROLLE & FRASCA, PA  
2 AUBURN STREET  
NASHUA, NH 03064

STATE OF NEW HAMPSHIRE

DEPARTMENT  
OF  
REVENUE  
ADMINISTRATION



REAL ESTATE  
TRANSFER TAX

RECEIVED  
CARROLL COUNTY REGISTRY

2008 JAN 28 AM 11:26

*John P. Eaton*  
REGISTER OF DEEDS

**** THOUSAND 2 HUNDRED AND 25 DOLLARS		
MO.	DAY	YR.
01/28/2008	28	08
AMOUNT		\$ ****225.00
VOID IF ALTERED		

000104

PLACE TRANSFER TAX STAMP ABOVE THIS LINE

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that We, **BRIAN E. HUSSEY**, a single man, with an address of 1314 West Side Road, North Conway, Town of Conway, County of Carroll, State of New Hampshire (03860) and **JUSTIN S. HUSSEY**, a married man, with an address of 733 West Side Road, North Conway, Town of Conway, County of Carroll, State of New Hampshire (03860), for consideration paid, grant to **PITTSFIELD AQUEDUCT COMPANY, INC.**, a New Hampshire Corporation, with its principle office at 25 Manchester Street, Nashua, State of State of New Hampshire (03060), with **WARRANTY COVENANTS**, the following described real estate,

Two certain tracts or parcels of land situated in North Conway, County of Carroll and State of New Hampshire, being bounded and described as follows:

**PARCEL I:**

Beginning at an iron pipe, said pipe being the Northeast corner of Morrell on the South line of land of James, and being the Northwest corner of land herein described, thence South 12° 21' East a distance of 80.95 feet along the Easterly line of land of Morrell to an iron pipe; thence, continuing on the same course, South 12° 21' East a distance of approximately 228 feet along other land of the Grantor to the Deadwater, so-called; thence, Southerly by the trend of Deadwater, a distance of approximately 550 feet along other land of the Grantor, to the edge of the 50 foot right-of-way; thence, continuing as the said Deadwater would trend, a distance of 50 feet; said Deadwater intersects the center line of said right-of-way at approximately station 5 + 90 as stationed off from the West Side Road; thence, continuing along the trend of the Deadwater, a

BK2688PG0915

distance of 39 feet to a point; thence North 72° 56' East; a distance of 128 feet to an iron pipe; thence South 16° 51' East a distance of 125.64 feet to an iron pipe; thence South 72° 17' West a distance of 136.62 feet to the trend of the above mentioned Deadwater; thence, Southerly along the Deadwater being along the land of Bumstead until it meets another Deadwater, called Allard's Eddy; thence, Easterly, by the trend of Allard's Eddy, along other land of the Grantee; thence North 12° 16' West to and iron pipe set approximately 15 feet away from the bank of said Allard's Eddy; thence continuing on the same course, North 12° 16' West a distance of 702.20 feet along other land of the Grantee to a stone bound on the South line of land of James; thence, North 71° 17' West a distance of 562.17 feet along the South line of land of James to the iron pipe begun at.

**PARCEL II:**

Beginning at a stone bound located the following courses and distances from the center line terminus (station 20 + 65) of a 50 foot right-of-way leading from the West Side Road;

South 87° 03' East a distance of 320.21 feet and North 75° 53' East a distance of 328.48 feet;

Thence at said stone bound, the point of beginning, running South 56° 22' East a distance of 547 feet along other land of the grantor to the Saco River; thence turning and running Northeasterly along the Saco River to a point, said point having a chord distance of 407.64 on a reference line from the previously mentioned bound; thence turning and running North 56° 22' West a distance of 825 feet along other land of the grantee to a stone bound; thence turning and running South 38° 12' West a distance of 276.83 feet along other land of the grantee to the first mentioned bound.

Containing 4.6 acres, more or less.

Saving, excepting and reserving to the previous grantor, its successors or assigns, a fifty foot right of way across Parcel No. 1 herein conveyed, said right of way to be located as shown on the plan hereinafter referred to. This right of way can be used for all purposes whatsoever that the grantor, its successors or assigns, may desire.

The above right of way shall meet any and all specifications of the Town of Conway Planning Board so as to enable the Town of Conway to accept the same at a later date as a public road should the grantor, its successors or assigns so desire. The grantor reserves the right to improve the aforesaid right of way and to bring the same up to all specifications and standards of the Town of Conway as is necessary to enable the Town to accept the same as a public road.

The land conveyed herein shall be subject to the following covenants and restrictions which shall run with the land:

- 1.) No buildings or structures shall be constructed or placed upon the land until the year 1987 except for the improvement of the right of way as set forth above and the fences as designated below.

- 2.) If the land is used, it shall be used for the ordinary and natural purposes of farming and/or grazing of animals.
- 3.) If animals are grazed upon the land, the grantee shall erect and maintain in good repair those fences necessary to enclose the animals for the purpose of preventing said animals from trespassing on any of the grantor's abutting property.

SUBJECT TO all matters evidenced and disclosed on a plan entitled "Boundary Plan Land of Brian E. Hussey, II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007 and recorded in the Carroll County Registry of Deeds at Plan Book 220, Page 2.

SUBJECT TO Current Use Tax classification on Parcel I. Any land use change tax penalty for withdrawal or reclassification of the premises shall be the responsibility of the Grantee.

MEANING AND INTENDING to describe and convey a portion of the same premises conveyed to Brian E. Hussey by Fiduciary Deed of David R. Hastings, II, Executor under the will of Eugene R. Hussey, referenced in Paragraph 5. of said Fiduciary Deed) dated November 15, 2007 and recorded in the Carroll County Registry of Deeds at Book 2680, Page 820 and a portion of the same premises conveyed to Justin S. Hussey by Fiduciary Deed of David R. Hastings, II, Executor under the will of Eugene R. Hussey, referenced in Paragraph 6. of said Fiduciary Deed) dated November 15, 2007 and recorded in the Carroll County Registry of Deeds at Book 2680, Page 822.

This deed was prepared from information supplied by the Grantor herein and no independent title examination has been conducted.

This is not Homestead property.

EXECUTED this 16 day of January, 2008.

  
BRIAN E. HUSSEY

BK 2688PG0917

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

This instrument was acknowledged before me on January 16, 2008 by BRIAN E. HUSSEY.

In witness whereof I hereunto set my hand and official seal.

Before me,

*Michael R. Brooks*

Notary Public/~~Justice of the Peace~~

MICHAEL R. BROOKS

Print/Type name

My Commission Expires:

MICHAEL R. BROOKS  
Notary Public - New Hampshire  
My Commission Expires April 4, 2012

EXECUTED this 17 day of January, 2008.

*Justin S. Hussey*  
JUSTIN S. HUSSEY

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

This instrument was acknowledged before me on January 17, 2008 by JUSTIN S. HUSSEY.

In witness whereof I hereunto set my hand and official seal.

Before me,

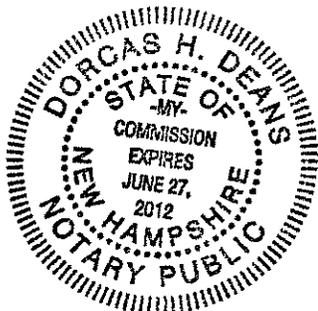
*Dorcias H. Deans*

Notary Public/~~Justice of the Peace~~

DORCAS H. DEANS

Print/Type name

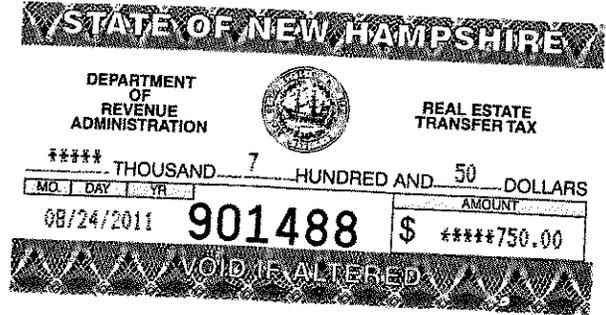
My Commission Expires:



*Don P. Anton*  
Register of Deeds, Carroll County



Return to:  
Dwyer, Donovan & Pendleton, P.A.  
461 Middle Street  
Portsmouth, NH 03801-5085



**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that PITTSFIELD AQUEDUCT COMPANY, with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054, for consideration paid, grants to PENNICHUCK EAST UTILITY, INC., with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054 with QUITCLAIM COVENANTS, the following:

A certain tract or parcel of land located in North Conway, County of Carroll and State of New Hampshire, bounded and described as follows:

Beginning at a stone bound situated on the boundary line between land conveyed herein and land now or formerly of James; thence running South 71° 17' East a distance of Two Thousand Fifteen and 69/100 (2,015.69) feet along land of James to a stone bound; thence continuing the same course a distance of One Hundred Ninety Two and 00/100 (192.00) feet to an iron pipe; thence continuing the same course a distance of One Hundred Eighty Eight and 00/100 (188.00) feet to a point on the Westerly bank of the Saco River; thence turning and running in a Southerly and Southwesterly direction along the Westerly bank of the Saco River to a point set on the bank of the Saco River, which point is located approximately Six Hundred Fifty (650) feet chord distance from the first-mentioned point on the West bank of the Saco River; thence turning and running Northwesterly a distance of Eight Hundred Twenty-Five (825) feet, more or less, along other land of the Grantor, to a stone bound; thence turning and running by the following courses and distances:

- (a) South 38° 12' West a distance of Two Hundred Seventy-Six and 83/100 (276.83) feet to a stone bound;
- (b) South 75° 53' West a distance of Three Hundred Twenty-Eight and 48/100 (328.48) feet to a stone bound;
- (c) South 87° 03' West a distance of Three Hundred Forty-Eight and 97/100 (348.97) feet to a stone bound;
- (d) South 78° 43' West a distance of Four Hundred Eighty and 55/100 (480.55) feet to an iron pipe;
- (e) Thence continuing on the same course a distance of Twenty Three (23) feet, more or less, to the bank of Allard's Eddy, so-called;

BK 2945 PG 0815

Thence turning and running Northerly, Westerly, Northerly, Easterly and Northerly along the shore of Allard's Eddy, so-called, to an iron pipe, which is located Fifteen (15) feet, more or less, Northerly from the bank of Allard's Eddy, so-called, thence running North 12° 16' West a distance of Seven Hundred Two and 20/100 (702.20) feet along other land of the Grantor to a stone bound, the point of beginning.

Meaning to convey a tract of land containing 43.5 acres, more or less.

Also granting to the Grantee, his heirs and assigns, the use of a Fifty (50) foot right-of-way in common with others, leading from the West Side Road, so-called, over other land of the Grantor to the land herein conveyed. The exact location of this right-of-way shall be over the present roadway leading to the land herein conveyed or as determined by Recreama Development Trust. The use of this right-of-way by the Grantee shall be limited so as to give the Grantee the right to have access only to the Westerly boundary of the land herein conveyed.

Saving, excepting and reserving to the previous Grantor, its successors or assigns, a Fifty (50) foot right of way across the land herein conveyed, said right-of-way to be located by the Grantors, its successors or assigns,. The purpose of this right-of-way is to enable the Grantor, its successors or assigns, to have access to other land of the Grantor, its successors or assigns, Easterly of the land herein conveyed for any and all purposes of the Grantor, its successors or assigned, may desire.

In any event, the above two rights-of-way shall meet any and all specifications of the Town of Conway Planning Board so as to enable the Town of Conway to accept the same at a later date as public roads should the Grantor, its successors or assigns so desire. The Grantor reserves the right to improve the aforesaid rights-of-way and to bring the same up to all specifications and standards of the Town of Conway as is necessary to enable the Town to accept the same as a public road.

The land conveyed herein shall be subject to the following covenants and restrictions which shall run with the land:

1. No building or structures shall be constructed or placed upon the land except for the improvement of the right-of-way as set forth above, and the fences as designated below.
2. If the land is used, it shall be used for the ordinary and natural purposes of farming and/or grazing of animals.
3. If animals are grazed upon the land, then the Grantee shall erect and maintain in good repair those fences necessary to enclose the animals for the purpose of preventing said animals from trespassing on any of the Grantor's abutting property.

For reference to the tract conveyed, see plan entitled "Plan of Land in North Conway, N.H., property of Recreama Development Trust," surveyed in October, 1971 by Thaddeus Thorne, Center Conway, New Hampshire.

For title reference, see Deed of Bayonne Construction Co., Inc. to Recreama Development Trust dated August 28, 1971 and recorded in the Carroll County Registry of Deeds Book 4893, Page 326.

See also Declaration of Recreama Development Trust in Carroll Records Book 493, page 415.

SUBJECT TO all matters evidenced and disclosed on a plan entitled "Boundary Plan Land of Brian E. Hussey, II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007 and recorded in the Carroll County Registry of Deeds at Plan Book 220, Page 2.

Meaning and intending to describe and convey the same premises conveyed to Pittsfield Aqueduct Company by Warranty Deed of Brian E. Hussey II, and Alyssa Leigh Hussey, dated November 30, 2007, and recorded at Carroll County Registry of Deeds at Book 2681, Page 0316.

In witness whereof, Pittsfield Aqueduct Company has caused Donald Ware, its President, to set his hand on behalf of said corporation, this 11<sup>th</sup> day of August, 2011.

PITTSFIELD AQUEDUCT COMPANY

By: Donald Ware  
Donald Ware, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Before me, the undersigned officer, personally appeared Donald Ware, who acknowledged himself to be the President of Pittsfield Aqueduct Company, and that he, as such President, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal, this 11<sup>th</sup> day of August, 2011.

K. Murphy  
Notary Public/Justice of the Peace



DN 2945PG0817

PLEASE RETURN TO:  
MAZEROLLE & FRASCA, PA  
2 AUBURN STREET  
NASHUA, NH 03064

RECEIVED  
CARROLL COUNTY REGISTRY

2007 DEC 17 PM 02:23

*John P. Acton*

001776

STATE OF NEW HAMPSHIRE

DEPARTMENT  
OF  
REVENUE  
ADMINISTRATION



REAL ESTATE  
TRANSFER TAX

\*\*\*\* THOUSAND 7 HUNDRED AND 50 DOLLARS

MO. DAY YR.

12/17/2007

AMOUNT

\$ \*\*\*\*\*750.00

VOID IF ALTERED

PLACE TRANSFER TAX STAMPS ABOVE THIS LINE

### QUITCLAIM DEED

We, **Brian E. Hussey II**, a single man, of 1314 West Side Road, North Conway, Town of Conway, County of Carroll, and State of New Hampshire, (03860), and **Alyssa Leigh Hussey**, a single woman, of 1508 Canelot Drive, Henderson, Kentucky (42420) for consideration paid, grant to **Pittsfield Aqueduct Company, Inc.**, a New Hampshire Corporation, with its principle office at 25 Manchester Street, Nashua, State of State of New Hampshire (03060), with **QUITCLAIM COVENANTS**, the following:

A certain tract or parcel of land located in North Conway, Carroll County, New Hampshire, bounded and described as follows:

Beginning at a stone bound situated on the boundary line between land conveyed herein and land now or formerly of James; thence running South 71° 17' East a distance of Two thousand Fifteen and 69/100 (2,015.69) feet along land of James to a stone bound; thence continuing the same course a distance of One Hundred Ninety Two and 00/100 (192.00) feet to an iron pipe; thence continuing the same course a distance of One Hundred Eighty Eight and 00/100 (188.00) feet to a point on the Westerly bank of the Saco River; thence turning and running in a Southerly and Southwesterly direction along the Westerly bank of the Saco River to a point set on the bank of the Saco River, which point is located approximately Six Hundred Fifty (650) feet chord distance from the first-mentioned point on the West bank of the Saco River; thence turning and running Northwesterly a distance of Eight Hundred Twenty Five (825) feet, more or less, along other land of the grantor, to a stone bound; thence turning and running by the following courses and distances;

- (a) South 38° 12' West a distance of Two Hundred Seventy Six and 83/100 (276.83) feet to a stone bound;
- (b) South 75° 53' West a distance of Three Hundred Twenty Eight and 48/100 (328.48) feet to a stone bound;
- (c) South 87° 03' West a distance of Three Hundred Forty Eight and 97/100 (348.97) feet to a stone bound;
- (d) South 78° 43' West a distance of Four Hundred Eighty and 55/100 (480.55) feet to an iron pipe;

- (e) Thence continuing on the same course a distance of Twenty Three (23) feet, more or less, to the bank of Allard's Eddy, so-called;

Thence turning and running Northerly, Westerly, Northerly, Easterly and Northerly along the shore of Allard's Eddy, so-called, to an iron pipe, which is located Fifteen (15) feet, more or less, Northerly from the bank of Allard's Eddy, so-called, thence running North 12° 16' West a distance of Seven Hundred Two and 20/100 (702.20) feet along other land of the grantor to a stone bound, the point of beginning.

Meaning to convey a tract of land containing 43.5 acres, more or less.

Also granting to the grantee, his heirs and assigns, the use of a Fifty (50) foot right-of-way in common with others, leading from the West Side Road, so-called, over other land of the grantor to the land herein conveyed. The exact location of this right-of-way shall be over the present roadway leading to the land herein conveyed or as determined by Recreama Development Trust. The use of this right-of-way by the grantee shall be limited so as to give the grantee the right to have access only to the Westerly boundary of the land herein conveyed.

Saving, excepting and reserving to the grantor, its successors or assigns, a Fifty (50) foot right-of-way across the land herein conveyed, said right-of-way to be located by the grantors, its successors or assigns. The purpose of this right-of-way is to enable the grantor, its successors or assigns, to have access to other land of the grantor, its successors or assigns, Easterly of the land herein conveyed for any and all purposes of the grantor, its successors or assigns may desire.

In any event, the above two rights-of-way shall meet any and all specifications of the Town of Conway Planning Board so as to enable the Town of Conway to accept the same at a later date as public roads should the grantor, its successors or assigns so desire. The grantor reserves the right to improve the aforesaid rights-of-way and to bring the same up to those specifications and standards of the Town of Conway as is necessary to enable the Town to accept same as public roads.

The land conveyed herein shall be subject to the following covenants and restrictions, which shall run with the land:

- (1) No buildings or structures shall be constructed or placed upon the land except for the improvement of the right-of-way as set forth above, and fences as designated below.
- (2) If the land is used, it shall be used for the ordinary and natural purposes of farming and/or the grazing of animals.
- (3) If animals are grazed upon the land, then grantee shall erect and maintain in good repair those fences necessary to enclose said animals for the purpose of preventing said animals from trespassing on any of the grantor's abutting property.

BK 2681 PG 0317

For reference to the tract conveyed, see plan entitled "Plan of Land in North Conway, N.H., property of Recreama Development Trust," surveyed in October, 1971 by Thaddeus Thorne, Center Conway, New Hampshire.

For title reference, see Deed of Bayonne Construction Co., Inc. to Recreama Development Trust dated August 28, 1971 and recorded in the Carroll County Registry of Deeds Book 493, Page 326.

See also Declaration of Recreama Development Trust in Carroll Records Book 493, Page 415.

SUBJECT to all matters evidenced and disclosed on a plan entitled "Boundary Plan of Land of Brian E. Hussey II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007, to be recorded herewith.

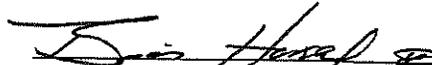
MEANING AND INTENDING to describe and convey the same premises conveyed by Eugene R. Hussey to Brian E. Hussey II and Alyssa Leigh Hussey by Warranty Deed dated December 20, 1995 and recorded in the Carroll County Registry of Deeds at Book 1640, Page 584 and Warranty Deed from Eugene R. Hussey to Brian E. Hussey II and Alyssa L. Hussey, dated February 5, 1996 and recorded in the Carroll County Registry of Deeds at Book 1644, Page 975.

This is not homestead property.

The above property is conveyed SUBJECT TO current use taxation classification.

This Deed was prepared from information supplied by the Grantors and no independent title examination has been conducted.

Executed this 30<sup>th</sup> day of November, 2007.

  
BRIAN E. HUSSEY II

BK2681PG0318

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL, SS.

Personally appeared before me the above-named Brian E. Hussey, this 30<sup>th</sup> day of November, 2007, and acknowledged the foregoing instrument to be his voluntary act and deed.

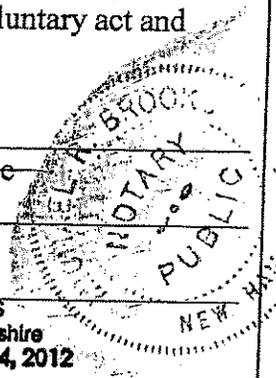
Before me,

M. R. B.  
Notary Public/Justice of the Peace

Print/Type name

My Commission Expires:

MICHAEL R. BROOKS  
Notary Public - New Hampshire  
My Commission Expires April 4, 2012



Executed this 30 day of November, 2007.

Alyssa Leigh Hussey  
ALYSSA LEIGH HUSSEY

STATE OF KENTUCKY  
COUNTY OF Henderson

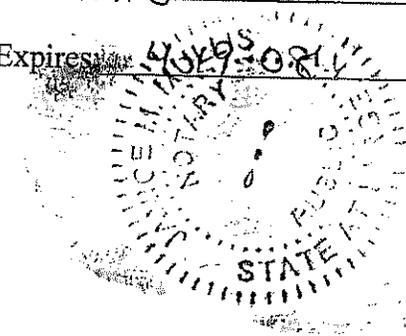
Personally appeared before me the above-named Alyssa Leigh Hussey, this 30 day of November, 2007, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me,

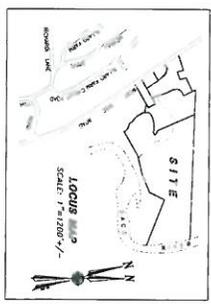
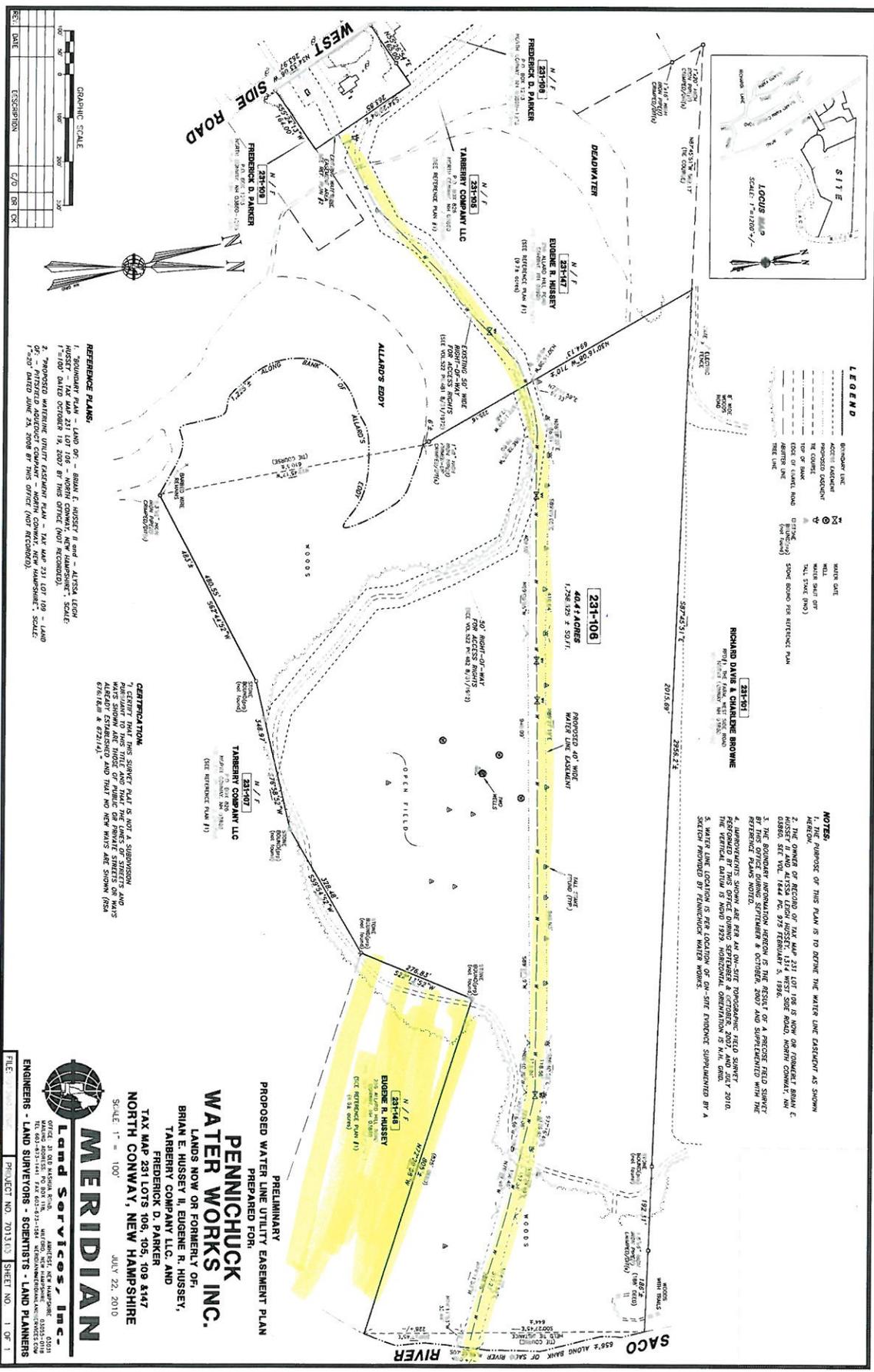
Janice M. Mullis  
Notary Public/Justice of the Peace

Janice M. Mullis  
Print/Type name

My Commission Expires:



BK2681PG0319



**LEGEND**

--- BOUNDARY LINE	--- ACCESS EASEMENT	--- PROPOSED EASEMENT	--- TOP OF BANK	--- CENTERLINE	--- WATER DATE
--- EXISTING UTILITY	--- EXISTING ROAD	--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT
--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT	--- EXISTING LOT

- NOTES:**
1. PURPOSE OF THIS PLAN IS TO DEFINE THE WATER LINE EASEMENT AS SHOWN HEREON.
  2. THE OWNER OF RECORD OF TAX MAP 231 LOT 108 IS NOW OR FORMER BRYAN E. HUSSEY II AND ALYSSA LEON HUSSEY, 1314 WEST SIDE ROAD, NORTH CONWAY, NH 03260. SEE THE 1944 AND 1978 REVISIONS TO 1938.
  3. THE BOUNDARY INFORMATION HEREON IS THE RESULT OF A PRELIMINARY SURVEY BY TARBERRY COMPANY LLC, ENGINEERS & SCIENTISTS, AND SURVEYORS, WITH THE REFERENCE PLANS NOTED.
  4. IMPROVEMENTS SHOWN ARE PER AN ON-SITE TOPOGRAPHIC FIELD SURVEY CONDUCTED BY TARBERRY COMPANY LLC, ENGINEERS & SCIENTISTS, AND SURVEYORS, ON SEPTEMBER 8, 2009, AND MAY 2010.
  5. WATER LINE LOCATION IS PER LOCATION OF ON-SITE EVIDENCE SUPPLEMENTED BY A SKETCH PROVIDED BY PENNICHUCK WATER WORKS.

- REFERENCE PLANS:**
1. "BOUNDARY PLAN - LAND 07 - BRIAN E. HUSSEY II and - ALYSSA LEON HUSSEY, 1314 WEST SIDE ROAD, NORTH CONWAY, NEW HAMPSHIRE", SCALE 1"=200', DATED JUNE 24, 2008 BY THIS OFFICE (NOT RECORDED).
  2. "PROPOSED IMPROVEMENTS TO WEST SIDE ROAD (069) REVISIONS", SCALE 1"=200', DATED JUNE 24, 2008 BY THIS OFFICE (NOT RECORDED).

**CERTIFICATION**

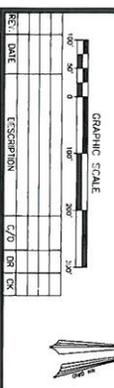
I, ENGINEER TARBERRY COMPANY LLC, DO HEREBY CERTIFY THAT THE SURVEY DATA IS TRUE & CORRECT AND THAT THE INFORMATION AND DATA SHOWN ARE THOSE OF PUBLIC OR PRIVATE SURVEYS OR MAPS AND THAT NO NEW DATA HAS BEEN OBTAINED OR USED.

**PROPOSED WATER LINE UTILITY EASEMENT PLAN**  
 PREPARED FOR:  
**PENNICHUCK WATER WORKS INC.**  
 LANDS NOW OR FORMERLY OF:  
 BRIAN E. HUSSEY II, EUGENE B. HUSSEY,  
 TARBERRY COMPANY LLC, AND  
 FREDERICK D. PARKER  
 TAX MAP 231 LOTS 106, 105, 109, 1447  
 NORTH CONWAY, NEW HAMPSHIRE  
 JULY 22, 2010  
 SCALE 1" = 100'

**Meridian Land Services, Inc.**  
 ENGINEERS - LAND SURVEYORS - SCIENTISTS - LAND PLANNERS

OFFICE: 31 OLD WINDSOR ROAD, NORTH CONWAY, NH 03260  
 TEL: 603-888-8888 FAX: 603-888-8888  
 www.meridianland.com

PROJECT NO. 701313 SHEET NO. 1 OF 1



Return to:  
Dwyer, Donovan & Pendleton, P.A.  
461 Middle Street  
Portsmouth, NH 03801-5085

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that PENNICHUCK EAST UTILITY, INC., with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054, for consideration paid, grants to NEW HAMPSHIRE INSTITUTE OF AGRICULTURE AND FORESTRY, with a principal place of business located at 1857 White Mountain Highway, North Conway, County of Carroll, State of New Hampshire 03660, with WARRANTY COVENANTS, the following described real estate:

A certain tract or parcel of land, sometimes referred to by reference to the Conway tax maps, as Lot 231-106, located in the North Conway, County of Carroll and State of New Hampshire, herein referred to as the "Land", bounded and described as follows:

Beginning at a stone bound situated on the boundary line between land conveyed herein and land now or formerly of James; thence running South  $71^{\circ} 17'$  East a distance of Two Thousand Fifteen and  $69/100$  (2,015.69) feet along land of James to a stone bound; thence continuing the same course a distance of One Hundred Ninety Two and  $00/100$  (192.00) feet to an iron pipe; thence continuing the same course a distance of One Hundred Eighty Eight and  $00/100$  (188.00) feet to a point on the Westerly bank of the Saco River; thence turning and running in a Southerly and Southwesterly direction along the Westerly bank of the Saco River to a point set on the bank of the Saco River, which point is located approximately Six Hundred Fifty (650) feet chord distance from the first-mentioned point on the West bank of the Saco River; thence turning and running Northwesterly a distance of Eight Hundred Twenty-Five (825) feet, more or less, along other land of the Grantor, to a stone bound; thence turning and running by the following courses and distances:

- (a) South  $38^{\circ} 12'$  West a distance of Two Hundred Seventy-Six and  $83/100$  (276.83) feet to a stone bound;
- (b) South  $75^{\circ} 53'$  West a distance of Three Hundred Twenty-Eight and  $48/100$  (328.48) feet to a stone bound;
- (c) South  $87^{\circ} 03'$  West a distance of Three Hundred Forty-Eighty and  $97/100$  (348.97) feet to a stone bound;
- (d) South  $78^{\circ} 43'$  West a distance of Four Hundred Eighty and  $55/100$  (480.55) feet to an iron pipe;

- (e) Thence continuing on the same course a distance of Twenty Three (23) feet, more or less, to the bank of Allard's Eddy, so-called;

Thence turning and running Northerly, Westerly, Northerly, Easterly and Northerly along the shore of Allard's Eddy, so-called, to an iron pipe, which is located Fifteen (15) feet, more or less, Northerly from the bank of Allard's Eddy, so-called, thence running North 12° 16' West a distance of Seven Hundred Two and 20/100 (702.20) feet along other land of the Grantor to a stone bound, the point of beginning.

Meaning to convey a tract of land containing 43.5 acres, more or less.

Also granting to the Grantee, his heirs and assigns, to the extent the Grantor's rights so allow the non-exclusive use of a Fifty (50) foot right-of-way in common with others, leading from the West Side Road, so-called, over other land of the Grantor and/or of the Grantee or others to and across the Land herein conveyed. The exact location of this right-of-way shall be over the present roadway leading to the Land herein conveyed or as determined by Recreama Development Trust. The use of this right-of-way by the Grantee is also limited by those restrictions of records, so as to give the Grantee the right to have access only to the Westerly boundary of the Land herein conveyed.

Saving, excepting and reserving to this Grantor, successors or assigns those rights, and such obligations of the Grantee owed thereto, relating to use and maintenance of the fifty foot right of way across the Land and or such other Land or lots Westerly of the Land owned or being acquired contemporaneously with this deed but by separate deed by the Grantee, as are of record, the right of way to be located in its current position and or as shown on the Easement Plan described below, or such other position as agreed upon by the parties with interest therein and of record, allowing Grantor to make any use of said right away across the Land as Grantor deems necessary to conduct its water service or access its easement rights across the Land or beyond the Land. This right of way is also subject to prior reservations and rights of record.

In any event, the above two rights-of-way shall meet any and all specifications of the Town of Conway Planning Board so as to enable the Town of Conway to accept the same at a later date as public roads should the Grantor, its successors or assigns, or prior Grantor's of said Land who may also have reserved such rights of record, so desire. The Grantor reserves the right, as have prior Grantors, to improve the aforesaid rights-of-way and to bring the same up to all specifications and standards of the Town of Conway as is necessary to enable the Town to accept the same as a public road.

The land conveyed herein shall be subject to the following covenants and restrictions which shall run with the land:

1. No building or structures shall be constructed or placed upon the land except for the improvement of the right-of-way as set forth above, and the fences as designated below.
2. If the land is used, it shall be used for the ordinary and natural purposes of farming and/or grazing of animals.

3. If animals are grazed upon the land, then the Grantee shall erect and maintain in good repair those fences necessary to enclose the animals for the purpose of preventing said animals from trespassing on any of the Grantor's abutting property.

For reference to the tract conveyed, see plan entitled "Plan of Land in North Conway, N.H., property of Recreama Development Trust," surveyed in October, 1971 by Thaddeus Thorne, Center Conway, New Hampshire.

For title reference, see Deed of Bayonne Construction Co., Inc. to Recreama Development Trust dated August 28, 1971 and recorded in the Carroll County Registry of Deeds Book 4893, Page 326.

See also Declaration of Recreama Development Trust in Carroll Records Book 493, page 415.

SUBJECT TO all matters evidenced and disclosed on a plan entitled "Boundary Plan Land of Brian E. Hussey, II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007 and recorded in the Carroll County Registry of Deeds at Plan Book 220, Page 2.

Meaning and intending to describe and convey the same premises conveyed to Pennichuck East Utilities, Inc. by Quitclaim Deed of Pittsfield Aqueduct Company, dated August 11, 2011, and recorded at Carroll County Registry of Deeds at Book 2945, Page 0815.

#### Use and Access Easement Reservation

The Grantor further reserving for itself, successors or assigns a Use and Access Easement, and or such rights as are further described below, so as to allow Grantor, its successors or assigns the ability to operate, maintain, and upgrade a water main and water distribution system, currently located on and under a portion of the Land, as bounded and described herein below:

An area of 25' in width centered on the water main wherever laid, and as otherwise shown on the plan entitled "Proposed Water Line Utility Easement Plan – Prepared For: - Pennichuck – Water Works Inc. – Lands Now or Formerly Of: - Brian E. Hussey II, Eugene R. Hussey, - Tarberry Company LLC. And – Frederick D. Parker – Tax Map 231 Lots 106, 105, 109 & 147 –North Conway, New Hampshire", scale: 1"=100' dated July 22, 2010 By Meridian Land Services Recorded at the C.C.R.D. as Plan # \_\_\_\_\_ (the "Easement Plan") to be recorded contemporaneous with this Deed, the above described area hereinafter referred to as the "Use Easement Area".

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right under, over and across the Use Easement Area to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pump houses and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances wherever located,

as the Grantee may from time to time desire, for water distribution purposes, in order to provide water service to areas beyond the Land, and to customers beyond the Land.

This conveyance shall include the right of access from, to and across said Land and Use Easement Area, including the right of access over and across such other property owned by the Grantee as necessary to effectuate said access, for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Easement area and Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Use Easement Area as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Use Easement Area as may be necessary to provide water service.

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

The Grantee further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantee which in the good faith opinion of the Grantor might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantee will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantor or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantee will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

In witness whereof, Pennichuck East Utility, Inc. has caused Donald Ware, its President, to set his hand on behalf of said corporation, this \_\_\_\_ day of \_\_\_\_\_, 2011.

PENNICHUCK EAST UTILITY, INC.

By:

\_\_\_\_\_  
Donald Ware, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Before me, the undersigned officer, personally appeared Donald Ware, who acknowledged himself to be the President of Pennichuck East Utility, Inc., and that he, as such President, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

Return to:  
Dwyer, Donovan & Pendleton, P.A.  
461 Middle Street  
Portsmouth, NH 03801-5085

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that PENNICHUCK EAST UTILITY, INC., with a principal place of business located at 25 Manchester Street, Merrimack, County of Hillsborough, State of New Hampshire 03054, for consideration paid, grants to NEW HAMPSHIRE INSTITUTE OF AGRICULTURE AND FORESTRY, with a principal place of business located at 1857 White Mountain Highway, North Conway, County of Carroll, State of New Hampshire 03660, with WARRANTY COVENANTS, the following described real estate:

Two certain tracts or parcels of land situated in North Conway, County of Carroll and State of New Hampshire, herein in combination referred to as the "Land", being bounded and described as follows:

### **PARCEL I – Lot 231-147:**

Beginning at an iron pipe, said pipe being the Northeast corner of Morrell on the South line of land of James, and being the Northwest corner of land herein described, thence South  $12^{\circ} 21'$  East a distance of 80.95 feet along the Easterly line of land of Morrell to an iron pipe; thence, continuing on the same course, South  $12^{\circ} 21'$  East a distance of approximately 228 feet along other land of the Grantor to the Deadwater, so-called; thence, Southerly by the trend of Deadwater, a distance of approximately 550 feet along other land of the Grantor, to the edge of the 50 foot right-of-way; thence, continuing as the said Deadwater would trend, a distance of 50 feet; said Deadwater intersects the center line of said right-of-way at approximately station 5 + 90 as stationed off the West Side Road; thence, continuing along the trend of the Deadwater, a distance of 39 feet to a point; thence North  $72^{\circ} 56'$  East; a distance of 128 feet to an iron pipe; thence South  $16^{\circ} 51'$  East a distance of 125.64 feet to an iron pipe; thence South  $72^{\circ} 17'$  West a distance of 136.62 feet to the trend of the above-mentioned Deadwater; thence Southerly along the Deadwater being along the land of Bumstead until it meets another Deadwater, called Allard's Eddy; thence, Easterly, by the trend of Allard's Eddy, along other land of the Grantee; thence North  $12^{\circ} 16'$  West to an iron pipe set approximately 15 feet away from the bank of said Allard's Eddy; thence continuing on the same course, North  $12^{\circ} 16'$  West a distance of 702.20 feet along other land of the Grantee to a stone bound on the South line of land of James; thence, North  $71^{\circ} 17'$  West a distance of 562.17 feet along the South line of land of James to the iron pipe begun at.

**PARCEL II – Lot 231-148:**

Beginning at a stone bound located the following courses and distances from the center line terminus (station 20 + 65) of a 50 foot right-of-way leading from the West Side Road;

South 87° 03' East a distance of 320.21 feet and North 75° 53' East a distance of 328.48 feet;

Thence at said stone bound, the point of beginning, running South 56° 22' East a distance of 547 feet along other land of the Grantor to the Saco River; thence turning and running Northeasterly along the Saco River to a point, said point having a chord distance of 407.64 on a reference line from the previously mentioned bound; thence turning and running North 56° 22' East a distance of 825 feet along other land of the Grantee to a stone bound; thence turning and running South 38° 12' West a distance of 276.83 feet along other land of the Grantee to the first mentioned bound.

Containing 4.6 acres, more or less.

Saving, excepting and reserving to this Grantor, successors or assigns those rights, and such obligations of the Grantee owed thereto, relating to use and maintenance of the fifty foot (50') right of way leading from West Side Road across the Land, including Parcel 1 above, and or such other Land or lots Westerly of the Land, including lot 231-106 and Parcel 2 above, owned or being acquired contemporaneously with the Land by separate deed by the Grantee, as are of record, the right of way to be located in its current position and or as shown on the Easement Plan described below, or such other position as agreed upon by the parties with interest therein and of record, allowing Grantor to make any use of said right away across the Land as Grantor deems necessary to conduct its water service or access its easement rights across the Land or beyond the Land. This right of way is also subject to prior reservations and rights of record.

The land conveyed herein shall be subject to the following covenants and restrictions of record, said covenants and restrictions running with the land:

1. No building or structures shall be constructed or placed upon the land until the year 1987 except for the improvement of the right of way as set forth above and the fences as designated below.
2. If the land is used, it shall be used for the ordinary and natural purposes of farming and/or grazing of animals.
3. If animals are grazed upon the land, the Grantee shall erect and maintain in good repair those fences necessary to enclose the animals for the purpose of preventing said animals from trespassing on any of the Grantor's abutting property.

SUBJECT TO all matters evidenced and disclosed on a plan entitled "Boundary Plan Land of Brian E. Hussey, II and Alyssa Leigh Hussey, Tax Map 231, Lot 106, North Conway, New Hampshire" surveyed by Meridian Land Services, Inc. dated October 19, 2007 and recorded in the Carroll County Registry of Deeds at Plan Book 220, Page 2.

SUBJECT TO Current Use Tax classification on Parcel I. Any and all land use change tax penalty for withdrawal or reclassification of the Land shall be the responsibility of the Grantee.

Use and Access Easement Reservation

The Grantor further reserving for itself, successors or assigns a Use and Access Easement, and or such rights as are further described below, so as to allow Grantor, its successors or assigns the ability to operate, maintain, and upgrade a water main and water distribution system, currently located on and under a portion of the Land, as bounded and described herein below:

An area of 25' in width centered on the water main wherever laid, and as otherwise shown on the plan entitled "Proposed Water Line Utility Easement Plan – Prepared For: - Pennichuck – Water Works Inc. – Lands Now or Formerly Of: - Brian E. Hussey II, Eugene R. Hussey, - Tarberry Company LLC. And – Frederick D. Parker – Tax Map 231 Lots 106, 105, 109 & 147 –North Conway, New Hampshire", scale: 1"=100' dated July 22, 2010 By Meridian Land Services Recorded at the C.C.R.D. as Plan # \_\_\_\_\_ (the "Easement Plan") to be recorded contemporaneous with this Deed, the above described area hereinafter referred to as the "Use Easement Area".

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right under, over and across the Use Easement Area to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment, pump houses and foundations and enclosures for the same, and such meters, meter horns, readout devices and other appurtenances wherever located, as the Grantee may from time to time desire, for water distribution purposes, in order to provide water service to areas beyond the Land, and to customers beyond the Land.

This conveyance shall include the right of access from, to and across said Land and Use Easement Area, including the right of access over and across such other property owned by the Grantee as necessary to effectuate said access, for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Easement area and Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Use Easement Area as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Use Easement Area as may be necessary to provide water service.

The Grantee, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Land, or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Use

Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantee further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantee which in the good faith opinion of the Grantor might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantee will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantor or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantee will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

In witness whereof, Pennichuck East Utility, Inc. has caused Donald Ware, its President, to set his hand on behalf of said corporation, this \_\_\_\_ day of \_\_\_\_\_, 2011.

Pennichuck East Utility, Inc.

By: \_\_\_\_\_  
Donald Ware, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Before me, the undersigned officer, personally appeared Donald Ware, who acknowledged himself to be the President of Pennichuck East Utility, Inc., and that he, as such President, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2011.

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



## RESOLUTION

**AUTHORIZING THE MAYOR TO GIVE PRIOR WRITTEN CONSENT, AS REQUIRED BY THE PENNICHUCK MERGER AGREEMENT, TO PITTSFIELD AQUEDUCT COMPANY'S PROPOSAL TO SELL THREE PARCELS OF LAND IN NORTH CONWAY NEW HAMPSHIRE**

### *CITY OF NASHUA*

*In the Year Two Thousand and Eleven*

**RESOLVED** by the Board of Aldermen of the City of Nashua that

**WHEREAS** on November 11, 2010 the city of Nashua and Pennichuck Corporation entered into an Agreement and Plan of Merger whereby the City will purchase all the outstanding stock of Pennichuck Corporation, and each of its subsidiaries, including Pittsfield Aqueduct Company, and

**WHEREAS** § 5.01(b)(vii) of that Merger Agreement provides that the City must give written approval for Pennichuck Corporation or any of its subsidiaries to sell real estate for a price greater than \$50,000 prior to the closing of the stock purchase or termination of the Merger Agreement, and

**WHEREAS** Pittsfield Aqueduct Company (PAC) is proposing to sell three contiguous parcels of land in North Conway New Hampshire to the New Hampshire Institute of Agriculture and Forestry for the sum of \$75,000. After the sale the property will be subject to access and water line easements. A copy of the proposed Purchase and sales agreement is attached, and

**WHEREAS** that sale requires the prior written consent of the City of Nashua under the terms of the Agreement and Plan of Merger,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Nashua that the mayor is authorized to give written approval of PAC's proposed sale of three contiguous parcels of land in North Conway New Hampshire to the New Hampshire Institute of Agriculture and Forestry for the sum of \$75,000, subject to ongoing access and water easements.

**LEGISLATIVE YEAR 2011**

**RESOLUTION:** R-11-132

**PURPOSE:** Authorizing the mayor to give prior written consent, as required by the Pennichuck merger agreement, to Pittsfield Aqueduct Company's proposal to sell three parcels of land in North Conway New Hampshire

**ENDORSER(S):** Mayor Donnalee Lozeau

**COMMITTEE ASSIGNMENT:** PENNICHUCK WATER SPECIAL COMMITTEE

**FISCAL NOTE:** None.

---

**ANALYSIS**

This resolution authorizes the mayor to provide written approval of a proposal by Pittsfield Aqueduct Company (PAC) to sell three contiguous parcels of land in North Conway new Hampshire to the New Hampshire Institute of Agriculture and Forestry for the sum of \$75,000, subject to ongoing access and water easements. Section 5.01(b)(vii) of the Agreement and Plan of Merger between the city and Pennichuck Corporation requires city approval for the sale of real estate for a price greater than \$50,000. The sale will also require PUC approval.

Except for the retained easement for the water pipe, these three parcels are no longer necessary to supply water to the Birch Hill Community Water System in North Conway. The transfer will therefore benefit those ratepayers by reducing the utility's property tax expenses and rate base. A representative of Pennichuck Corporation will be available to provide background testimony in support of this resolution.

---

**Approved as to form:** Office of Corporation Counsel

**By:** 

**Date:** June 24, 2011

**RESOLUTION** R-11-132

**Authorizing the mayor to give**  
**prior written consent, as required**  
**by the Pennichuck merger**  
**agreement, to Pittsfield Aqueduct**  
**Company's proposal to sell three**  
**parcels of land in North Conway**  
**New Hampshire**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING June 28, 2011

Referred to:

Pennichuck Water Special Committee

2<sup>nd</sup> Reading July 12, 2011

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed July 12, 2011

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: [Signature]  
[Signature] President

Approved [Signature]  
Mayor's Signature

July 13, 2011  
Date

Endorsed by [Signature] MAYOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President