

Eintake # 45100  
Unitil Energy Systems, Inc.  
1 McGuire Street  
Concord, NH 03301

## EASEMENT DEED

**CITY OF CONCORD**, a municipal corporation with a usual place of business at 41 Green Street, Concord, Merrimack County, State of New Hampshire 03301 (hereinafter called "Grantor") for consideration paid grants to **Unitil Energy Systems, Inc.**, a New Hampshire corporation with its principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842-1720, and **Consolidated Communications of Northern New England Company, LLC** having a place of business at 64 Regional Drive Concord, NH 03301 and their respective successors and assigns and permittees forever, (hereinafter called "Grantees"), as tenants in common, with quitclaim covenants, the perpetual right and easement to build, replace, patrol, maintain, and operate a pole line with crossarms, subsurface lines, wires, facilities and other appurtenances for the transmission of intelligence by electricity and for the transmission and distribution of electricity (herein referred to inclusively as "said pole line") including the necessary guys over and across Grantor's land situated off **North Pembroke Rd** in Pembroke, New Hampshire on a strip **20** feet in width, the center line thereof to be fixed upon the pole line as follows:

**To Cover New Pole(s) 89-1, 89-2, 89-3, 89-4, 89-5, 89-6, 89-7, 89-8 including Associated Guy Wires and Anchors off Main Line Pole 89 located on North Pembroke Rd in Pembroke.**

Meaning and intending to describe and convey an easement over those premises conveyed to Grantor by deed dated February 27, 1931, and recorded at the Merrimack County Registry of Deeds, in Book 514, Page 540.

There is also hereby conveyed the right to enter all abutting lands of Grantors in the exercise of the rights herein granted and to exercise all rights reserved to Grantors in adjacent land; and the right to trim and remove from Grantor's land such trees and other growth as in the judgment of Grantees may interfere with or endanger said pole line or the operation or maintenance thereof by such means as the Grantee may elect, all wood and timber to remain the property of the Grantor. Facilities built by any utilities pursuant to the easement hereby granted shall be and remain the property of the utilities. Furthermore it is understood that Grantees will follow all applicable municipal ordinances including obtaining excavation permits and road opening permits as required by the Town of Pembroke.

The Grantor covenants and agrees that if any poles or wires or associated equipment installed in pursuance of this conveyance are required to be removed, relocated and/or re-installed in connection with activity driven by the Grantor, the Grantor will reimburse the Grantees for all of its costs incurred in connection therewith.

The Grantees shall have the right to install and maintain said distribution facilities upon the Grantor's premises without charge for the purpose of furnishing service to the Grantor. Notwithstanding the foregoing, in the event that any of the said poles or wires or associated equipment installed pursuant to this Easement shall lie in or upon land, the fee interest in which shall be subsequently dedicated to and accepted by a municipality as a public way, the Grantee acknowledges and agrees that said municipality only, as successor and assign of the Grantor, shall not be bound by the foregoing covenant of the Grantor to reimburse the Grantee for costs incurred in connection with such removal. Grantor, for itself and each of its successors and assigns, hereby acknowledges and agrees that under such circumstances the Easement shall not be released, extinguished or terminated, and shall otherwise remain in full force and effect.

The Grantor for themselves, their heirs, executors, administrators and assigns, hereby covenants that they will not erect or permit any building or other structure, or alter the terrain, upon said strip that in the judgment of Grantee may interfere with or endanger said pole line or the operation thereof; or would reduce the clearances to less than the National Electrical Safety Code or any other code in effect.

Concord City Council approval for the conveyance of this easement deed by the City Manager was granted at its regular meeting on March 14, 2022.

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By: Thomas J. Aspell, Jr.  
Title: City Manager  
Date: March \_\_\_\_\_, 2022

State of New Hampshire  
County of Merrimack

Personally appeared Thomas J. Aspell, Jr., City Manager of the City of Concord, this \_\_\_\_\_ day of March, 2022, and acknowledged the foregoing on behalf of the City of Concord.

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Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_

DRAFT