

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 23rd day of May, 1991 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and TIDEVIEW ESTATES, A CONDOMINIUM, a condominium association, with a mailing address of c/o Prose Inc. Management, 32 D. W. Highway, Suite 15, Merrimack, New Hampshire, 03054 (hereinafter called Tideview);

WITNESSETH THAT

WHEREAS, PSNH acquired a 150 foot wide easement by deed of William K. Shaw, Jr., et al., dated April 5, 1973 and recorded in the Strafford County Registry of Deeds, Book 924, Page 8 (hereinafter called the Easement), which is essential to its operations in the Dover area and has erected poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Tideview is the fee owner of property located off Shaw Lane in Dover, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Tideview wishes to maintain a wood enclosure for mail boxes (hereinafter called the Mailhouse Structure) within a portion of the Easement between PSNH structures 68 and 69 on transmission line #307, as shown on a sketch entitled "Tideview Estates, Shaw Lane, Dover, N.H.", dated May 15, 1991 and prepared by PSNH Engineering Division (hereinafter called the Sketch), which is attached hereto and made a part hereof;

WHEREAS, the Easement has a no structures and obstructions clause;

WHEREAS, PSNH desires to cooperate with Tideview in the construction and maintenance of the Mailhouse Structure, and Tideview desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) This Agreement runs solely with the parcel of land as shown on the Sketch and described in the Easement.

(2) PSNH consents to the retention and maintenance of the Mailhouse Structure and the use of a portion of the Easement by Tideview as described above and shown on the Sketch; such consent is not to be deemed a waiver of any of its rights under the Easement.

(3) Tideview and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Sketch, subject to the conditions contained herein.

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STRAFFORD COUNTY

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(4) Tideview and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Tideview agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission line.

(6) Tideview agrees to provide notification to PSNH prior to beginning maintenance of the Mailhouse Structure adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to David J. Hickey, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(7) Tideview agrees to use its best efforts to maintain the Mailhouse Structure in a reasonable manner so that it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission line #307. Tideview further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of his maintenance activities within the Easement.

(8) Tideview agrees that any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to David J. Hickey, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(9) Tideview agrees not to construct any permanent structures within the Easement to include storage sheds or to enlarge the Mailhouse Structure.

(10) Tideview agrees to remove the Mailhouse Structure from the Easement if its use is abandoned.

(11) Tideview agrees that following maintenance of the Mailhouse Structure to dispose of all waste material outside the Easement; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to PSNH.

(12) Tideview agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority

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having jurisdiction over construction of this nature, and shall be responsible for payment of any and all taxes levied on it.

(13) Tideview agrees to indemnify and save harmless PSNH from and against any and all loss, cost, damage and expense, and against any and all suits for property damage, personal injury or death arising out of the use of the rights granted herein.

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

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

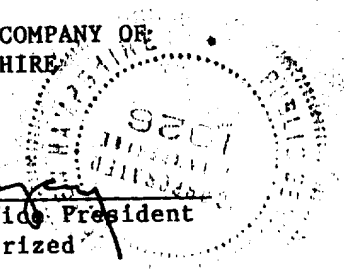
(16) The Agreement shall be interpreted in accordance with the statutory and decisional law of the State of New Hampshire and it shall be specifically enforceable.

(17) This Agreement contains the entire Agreement between the parties and any amendment thereof shall be in writing and executed by the parties thereof.

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Kathleen A. Kenney
Witness

By: Earl G. Legacy
Earl G. Legacy, Vice President
Duly Authorized



Nov 25, 1991

TIDEVIEW ESTATES, A CONDOMINIUM

[Signature]
Witness

By: Glenn R. Champlin
Glenn^R Champlin, Board President
Duly Authorized

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State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of May, 1991 by Earl G. Legacy, Vice President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

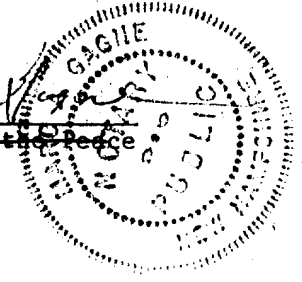
Kathleen A. Kenney
Notary Public/~~Justice of the Peace~~

My commission expires: **My Commission Expires July 26, 1993**

State of New Hampshire
County of

The foregoing instrument was acknowledged before me this 25th day of June, 1991 by *Alvin R. Chapman* Board President of Tideview Estates, A Condominium, a condominium association on behalf of the association.

Marc A. Gagne
Notary Public/~~Justice of the Peace~~

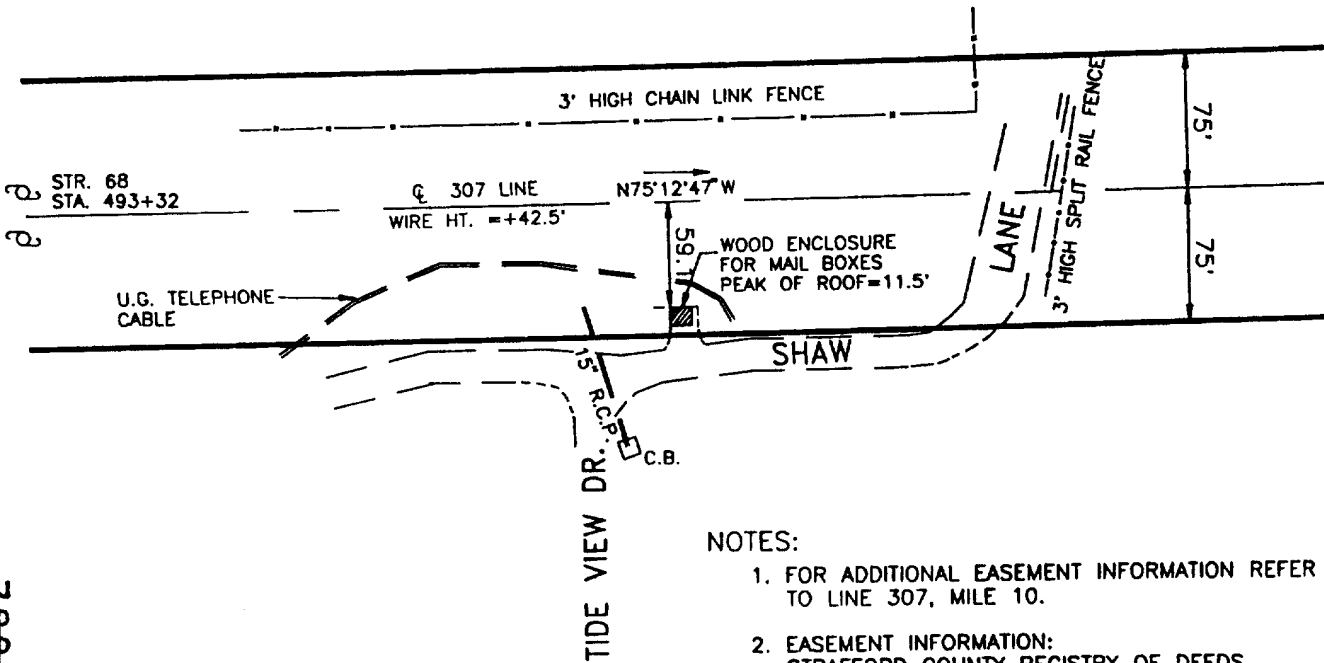


My commission expires: **MARC A. GAGNE, Notary Public**
My Commission Expires September 9, 1992

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GARRISON SCHOOL



NOTES:

1. FOR ADDITIONAL EASEMENT INFORMATION REFER TO LINE 307, MILE 10.
2. EASEMENT INFORMATION: STRAFFORD COUNTY REGISTRY OF DEEDS, VOL. 924, P. 8.

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				FIELD BOOK #347, PAGE 65			
				PSNH PUBLIC SERVICE ENGINEERING Company of New Hampshire DIVISION			
				TIDEVIEW ESTATES SHAW LANE DOVER, N.H.			
		DRAWN WNT		SCALE 1" = 100'		DATE 5/15/91	
		DESIGNED		SHEET _ of _		DRAWING NO. D-9971	
		CHECKED K. KENNEY		APPROVED K. KENNEY			
NO.	REVISION	DATE	DRAWN	CHECK	APPR		

Les Kenney
 REGISTER OF DEEDS
 STRAFFORD COUNTY