



Northeast Utilities Service Company P.O. Box 270 Hartford, CT 06141-0270 (860) 728-4532

July 8, 2014

Mr. Robert Stein, Chairman Connecticut Siting Council Ten Franklin Square New Britain, CT 06051



RE:

Docket No. 424: Interstate Reliability Project

Submission of Information Pursuant to Condition 6 of the Connecticut Siting Council's Approval of the Development and Management ("D&M") Plan for Construction of New 345-kV Transmission Lines and Related Minor Modifications to Adjacent Lines: U.S. Army Corps of Engineers Conveyance of Easement: Mansfield Hollow Area

Dear Chairman Stein:

Pursuant to Condition 6 of the Connecticut Siting Council's ("Council's") November 4, 2013 approval of the *Development and Management ("D&M") Plan for the Interstate Reliability Project (Interstate) for the Construction of New 345-kV Transmission Lines and Related Minor Modifications to Adjacent Lines,* The Connecticut Light and Power Company ("CL&P") hereby transmits to the Council the enclosed U.S. Army Corps of Engineers conveyance of the easement in the Mansfield Hollow Area, across which the transmission line right-of-way extends for approximately 1 mile in the Town of Mansfield and 0.5 mile in the Town of Chaplin (refer to Attachment A).

Enclosed please find an original and two (2) copies of this submission.

Should you or other Council members have any questions regarding this submission, please do not hesitate to contact me via e-mail at <u>john.morissette@nu.com</u> or telephone at (860) 728-4532.

Sincerely,

John R. Morissette

Project Manager - Transmission Siting

Encl



ATTACHMENT A

U.S. ARMY CORPS OF ENGINEERS CONVEYANCE OF EASEMENT MANSFIELD HOLLOW AREA

Doc ID: 000269790018 Type: LAN BK 763 PG886-903

Easement No. DACW33-2-14-030

DEPARTMENT OF THE ARMY

EASEMENT FOR ELECTRIC POWER

LOCATED ON

MANSFIELD HOLLOW LAKE

Tolland and Windham Counties, Connecticut

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public interest, hereby grants to THE CONNECTICUT LIGHT AND POWER COMPANY, a specially chartered Connecticut corporation having an office at 107 Selden Street, Berlin, Connecticut 06037, its successors and assigns, hereinafter referred to as the grantee, an easement to erect, install, construct, reconstruct, repair, maintain, replace, inspect, patrol, operate, and remove an electric current and energy transmission line consisting of a single circuit 345 KV electric transmission line and poles and temporary work pads and pulling pads, including the right to clear vegetation over two areas totaling approximately 5.00 acres,

- (1) one area being a 25-foot-wide swath totaling approximately 2.6 acres in Mansfield, CT, over, across, in and upon lands of the United States known as Tract Nos. 19, 20, 18, 200, 118, 14C, 119, 120, 121, and 117 of the Mansfield Hollow Lake Project as shown on Exhibits A and B and described in Exhibit C, which exhibits are attached hereto and made a part hereof, and the structures, must be placed in the location shown in Exhibit B or up to twenty feet either side along the transmission line alignment (but in no event can they be moved closer to the outer edge of the 25-foot-wide swath), and
- (2) the other area being a 35-foot-wide swath totaling approximately 2.4 acres in Chaplin, CT, over, across, in and upon lands of the United States known as Tract Nos. 109 and 96 of the Mansfield Hollow Lake Project, as shown on Exhibits A and D and described in Exhibit E, which exhibits are attached hereto and made a part hereof, and the structures must be placed in the location shown in Exhibit D or up to twenty feet either side along the transmission line alignment (but in no event can they be moved closer to the outer edge of the 35-foot-wide swath), both areas abutting an existing electric power easement (Easement No. DACW33-2-78-95), and including a right to travel across Bassett Bridge Road, Bedlam Road and the Access Road to access the easement, which two areas are hereinafter referred to as the Premises..

\$__O__State Conveyance Tex Received

Town

Mary Stanton

Town Clerk of Mansfield

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of Fifty (50) years, beginning March 1, 2014, and ending February 29, 2064.

2. CONSIDERATION

- a. The grantee shall pay an acquisition fee to the United States in the amount of Seventy-Five Thousand Dollars (\$75,000.00). Pursuant to 10 U.S.C. Sections 2667 and 2668 (e), as consideration for the granted easement rights, twenty-four (24) equal monthly payments of \$3,125.00 shall be made to the Government's utility provider for crediting to the selected utility account beginning no later than March 1, 2014. After execution of this easement, the Government shall provide the grantee, with a copy to Bowditch and Dewey, LLP, 311 Main Street, Worcester, MA 01608, with written instruction regarding where the monthly payment shall be made.
- b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:
- (1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each payment will also be imposed.
- (2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.
- (3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid fees or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed if to the grantee, to **The Connecticut Light and Power Company**, 107 Selden Street, Berlin, Connecticut 06037, Attention: Manager, T&D ROW and Survey Engineering, with a copy of notices directing the payment under Condition 2 above to Bowditch and Dewey, LLP, 311 Main Street, Worcester, MA 01608; and, if to the United States to the District Engineer, ATTN: Chief, Real Estate Division, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, Massachusetts 01742-2751, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander" or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, New England District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, local, and municipal laws, ordinances and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC), the Institute of Electrical and Electronic Engineers (IEEE), the American National Standards Institute (ANSI), Connecticut Department of Energy and Environmental Protection (CT DEEP) Public Utilities Regulatory Authority (PURA) regulations, and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any-such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without the prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

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17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions or instructions in effect or prescribed by the Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.
- c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit _____. Upon expiration, revocation, or termination of this easement, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on RESTQRATION.

20. HISTORIC PRESERVATION

Unless specifically allowed by permit from the Government, the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

24. ADDITIONAL CONDITIONS

a. The grantee shall allow the grantor and members of the public to use the easement area to the extent that such use is not inconsistent with the purposes of the easement granted herein.

- b. The grantee shall advise the grantor of its safety clearances requirements and the Government may require the grantee to post signs at the grantee's expense at various points along the easement to advise the public of such safety clearance requirements.
- c. Notwithstanding the provisions in Condition 6 above, the grantee shall not be obligated to comply with local or municipal laws, ordinances, rules or regulations to the extent such local or municipal regulations, rules, ordinances, or laws are pre-empted by the CT Siting Council.
- d. Notwithstanding the provisions in Condition 10 above, the land which is subservient to this easement is used by the United States of America as a reservoir pool and other authorized purposes for the Mansfield Hollow Reservoir, and the United States reserves the right to inundate said land to elevation 260 feet National Geodetic Vertical Datum (NGVD).
- e. In addition to the provisions contained in Condition 13 above, the grantor agrees that it shall coordinate with the grantee prior to the issuance of any new or additional easements, licenses or other real estate outgrants to any third parties within or across the Easement area. An easement, license or any other real estate outgrant shall not be granted if it unreasonably interferes with the use of the grantee's rights as stated herein or otherwise creates a safety hazard.
- f. Nothwithstanding the provisions in Condition 15 or 16 above, in the the event the grantee is required to relocate their facilities under Condition 15 or the easement is terminated under Condition 16, the grantor will coordinate the relocation within a timely manner with the grantee and provide reasonable time for the grantee to receive all required local, state, and federal authorizations and approvals necessary for the grantee to relocate and construct all of its facilities; provided that the grantee shall apply for and provide information for all approvals in a timely manner. The grantee will not be required to pay consideration for the relocated easement area until the expiration of this easement agreement.
- g. Notwitshtanding the provisions in Condition 20 above, the grantee shall conduct additional studies of one archaeological site, as depicted on Exhibit "F" (consisting of two pages) as a red dotted box labeled Hawthorne Lane East, to determine potential eligibility for listing on the National Register of Historic Places (NRHP). This site, if found to be NR-eligible and areas of concern or interest to Native American Tribal representatives, will be avoided or protected during any construction activities. Specific avoidance and protective measures as well as data recovery protocols if required for the archaeological site will be incorporated by the grantee into a Historic Resources Management Plan that will be developed as part of the National Historic Preservation Act Section 106 consultation for the Project under the Clean Water Act Section 404 permitting process for the Interstate Reliability Project. The District Engineer will review this mitigation program for conformance to the National Historic Preservation Act as part of the Section 404 process.

- h. The grantee must comply with the terms of any Memorandum of Agreement that may be required as part of a Clean Water Act Section 404 permit, as well as all permit conditions.
- i. Notwithstanding the provisions in Condition 22 above, the grantee shall have a maximum of eighteen (18) months to restore the property at the expiration, termination, or relocation of the easement. Any extension of that time must be acceptable to the said officer.
- j. The grantee also may conduct, distribute, and transmit within this easement and the structures authorized herein intelligence, light, wireless signals and/or communications, for its internal business use only and not for sale or provision to the public.
- k. With respect to the land subject to this easement exclusively, in case of conflict between this Easement No. DACW33-2-14-030 and the easement that was granted by the United States to Connecticut Light and Power Company dated December 2, 1977 (Easement No. DACW33-2-78-95), the terms and conditions of this Easement No. DACW33-2-14-030 shall control.
- 1. The grantee may enter upon, travel and transport non-hazardous materials and equipment over and upon the Easement for the purposes of this Easement.
- m. After coordination with the said officer, the grantee may trim and keep trimmed, cut, clear and remove, by mechanical means or other means approved by the said officer, trees or limbs and branches thereof, underbrush and other growth any parts of which are within the limits of the Easement. The grantee shall coordinate with the said officer prior to the removal of dangerous trees (structurally weak, broken, damaged, decaying or infested trees that could contact the structures or conductors or violate the conductor clearance zone) that are located outside of the Easement but within other property of the grantor. Any activities authorized in this Condition 24.m. must be in accordance with Federal, state and local regulations.
- n. The words "grantor" and "grantee" in this instrument are intended, where the context requires, permits or is appropriate to include the plural number as well as the singular.
- o. The Grantee shall construct the facilities proposed within the Easement in substantial conformance with easement drawings provided in Exhibits B and D. For the purposes of this condition "substantial conformance" shall mean that individual structures shall be located within 20 feet of the linear axis of the locations depicted on said drawings. Any proposed modification to structure locations beyond the aforesaid 20 feet shall be submitted to the U.S. Army Corps of Engineers, New England District, Real Estate Division. Such submittals shall include a plan or sketch depicting the proposed modification, a written description of the need for the modification and any change to the Environmental Impacts described in the November 2012 Environmental Assessment (EA) for the Easement. Upon receipt of such submittal, the Army Corps of Engineers will consider the proposed modification and the New

England District Real Estate Division will respond with its written concurrence or a written request for additional information or a denial. The Grantee acknowledges that changes in the location of the poles, greater than 20 feet, may trigger additional environmental review. Any additional review shall be at the sole cost and expense of the Grantee. The Grantee shall not implement the changes until they have received written approval of the changes from the New England District, Chief, Real Estate Division.

PRIOR TO the execution of this easement, Condition No. 14 and Condition No. 19 were deleted.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this ________, 2014.

Joseph M. Redlinger
District Chief of Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this ______ day of _______, 2014.

THE CONNECTICUT LIGHT AND POWER COMPANY

Witness Flon Saputo

Salvatore Giuliano, Manager Corporate Property Management (Real Estate)

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COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)ss:

On this 19 th day of March, 2014, before me, the undersigned notary public, personally appeared Joseph M. Redlinger, Chief, Real Estate Division, New England District, U.S. Army Corps of Engineers and proved to me through satisfactory evidence of identification, which was ISANE Balge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Margaret M. Joreago
Notary Public
My Commission Expires: Sept 26, 2014

STATE OF CONNECTICUT)	
	ss.	Berlin
COUNTY OF HARTFORD)	

On this the oday of Nacch, 2014, before me, the undersigned officer, personally appeared Salvatore Giuliano, who acknowledged himself to be the Manager, Corporate Property Management (Real Estate) of THE CONNECTICUT LIGHT AND POWER COMPANY, a specially chartered Connecticut corporation and that he as the Manager, Corporate Property Management (Real Estate), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Manager, Corporate Property Management (Real Estate).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ELLEN M. SAPUTO NO TARY PUBLIC MY COMMISSION EXPIRES JUNE 30, 2015

CERTIFICATE OF AUTHORITY

I, Jane P. Seidl, certify that I am Senior Counsel of Northeast Utilities Service Company and that Salvatore Giuliano, Manager of Corporate Property Management (Real Estate) of Northeast Utilities Service Company who signed the foregoing instrument on behalf of the grantee, was then Manager of Corporate Property Management (Real Estate) for Northeast Utilities Service Company. I further certify that the said Manager was acting within the scope of powers delegated to this Manager by the governing body of the grantee in executing said instrument.

Date: 2/14/2014

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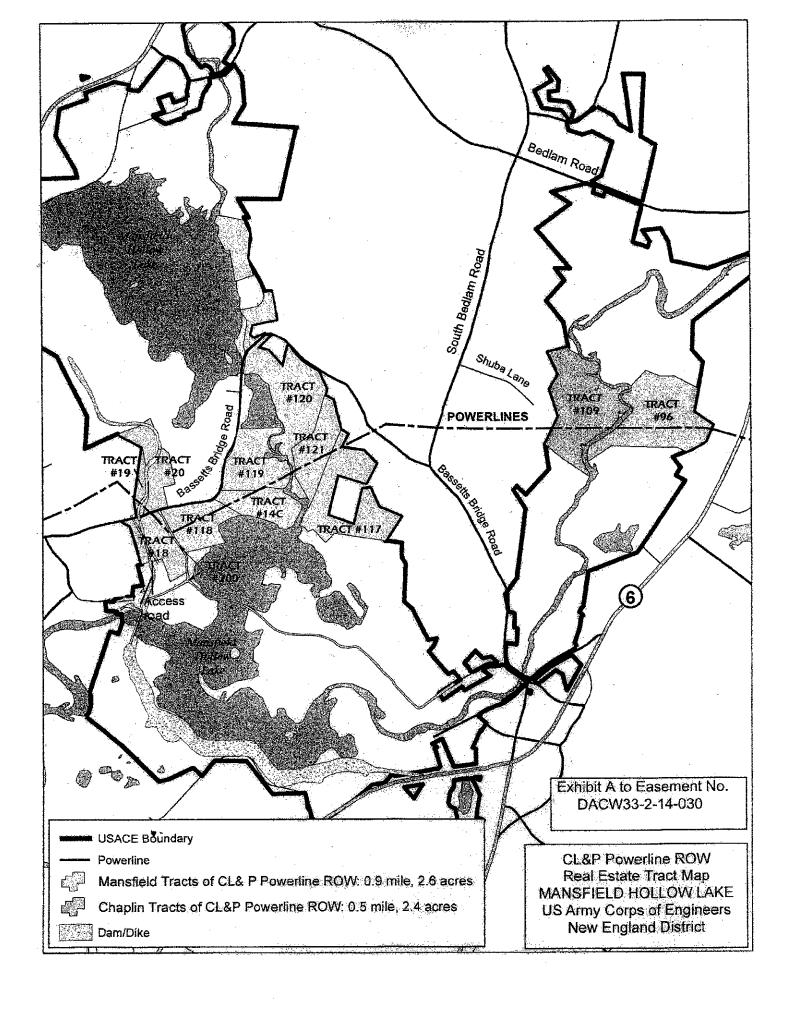


Exhibit C Easement No. DACW33-2-14-030

Easement from United States of American to The Connecticut Light and Power Company (CL&P)

The Right-of-Way herein described is twenty-five (25) feet wide and covers any land or interest therein owned by the Grantor starting from the westerly boundary line of the Army Corps of Engineers Mansfield Lake Project, located in the town of Mansfield, CT, and ends on the easterly boundary line of the Project and covers parts of Grantee's Tracts 30163 (Map 29, BLK 113, LOT 32), 30165 (Map 29, BLK 112, LOT 32). Said Right-of-Way abuts and runs parallel to the easterly and northerly limits of an existing one hundred and fifty (150) foot easement in favor of CL&P. Said limits are within seventy-five (75) feet measured at right angles to and easterly and northerly of the following described Line of Location, whether such Line of Location is, at the point opposite such land, on said land, on the highway or on the land of some other party.

Said Line of Location runs N59°33'42"E across various land owners, to an angle point, in said Line of Location, thence; S40°43'46"E one thousand three hundred sixty-one and sixteen hundredths (1,361.16) across various land owners, land now or formerly of Hawthorne, Wayne W. and Christine, land now or formerly of Noel, Anthony G. and Mary Ellen I., Land of Grantor, Bassetts Bridge Road and Land of Grantor to an angle point in said Line of Location; thence N63°20'33"E four thousand five hundred seventy-two and eighty-seven hundredths (4,572.87) feet across Land of Grantor, land now or formerly of The Connecticut Light & Power Company, Bassetts Bridge Road, and various land owners to an angle point in said Line of Location; thence S89°25'08"E across various land owners., Said Line of Location is to be monumented post construction.

The above bearings are referred to the Connecticut State Plane Coordinate System, North American Datum of 1983.

The Right-of-Way is more clearly designated and defined by a map entitled:

"Right-of-Way Map Showing Easement to be Acquired from United States of America, by The Connecticut Light & Power Company, Town of Mansfield, Tolland County, CT."

Scale 1"=200' Date: 2/1/13, drawing No. 30163 & 30165; a copy of which map has been filed for record in Book ______ Page ______ with the Town Clerk in said Town of Mansfield.

All capitalized terms used in this Exhibit C will have the meanings ascribed to them in the Easement to which this Exhibit is attached.

Exhibit E Easement No. DACW33-2-14-030

Easement from United States of American to The Connecticut Light and Power Company (CL&P)

The Right-of-Way herein described is thirty-five (35) feet wide and covers any land or interest therein owned by the Grantor starting from the westerly boundary line of the Army Corps of Engineers Mansfield Lake Project, located in the town of Chaplin, CT, and ends on the easterly boundary line of the Project and covers parts of Grantee's Tracts 30186 (Map 89, LOT 19), 30188 (Map 89, LOT 33) and 30189 (Map 91, LOT 157). Said Right-of-Way abuts and runs parallel to the northerly limits of an existing one hundred and fifty (150) foot easement in favor of CL&P. Said limits are within seventy-five (75) feet measured at right angles to and northerly of the following described Line of Location, whether such Line of Location is, at the point opposite such land, on said land, on the highway or on the land of some other party.

Said Line of Location runs N63°20'33"E across various land owners, to an angle point, in said Line of Location, thence; S89°25'08"E six thousand one hundred ten and eighty hundredths (6,110.80) across various land owners, land now or formerly of Bullard, Edward H. & Andrea G., and Land of the Grantor to an angle point in said Line of Location; thence S75°31'50"E across various land owners. Said Line of Location is to be monumented post construction.

The above bearings are referred to the Connecticut State Plane Coordinate System, North American Datum of 1983.

The Right-of-Way is more clearly designated and defined by a map entitled:

"Right-of-Way Map Showing Easement to be Acquired from United States of America, by The Connecticut Light & Power Company, Town of Chaplin, Windham County, CT."

Scale 1"=100' Date: 2/1/13, drawing No. 30186 & 30188-89; a copy of which map has been filed for record in Book ____i Z___ Page ___ / Z___ with the Town Clerk in said Town of Chaplin.

All capitalized terms used in this Exhibit E will have the meanings ascribed to them in the Easement to which this Exhibit is attached.

