

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 15 day of April A.D. 2008
at 1 o'clock 30 minutes Pm and
recorded in vol. 173 on page 59-62
Attest: Nicole M. Mansfield Town Clerk
ASST

Vol. 173
Conservation Easement 59
Project: NH-QC Line L050
Parcel No.: 7020-030

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That **TOWN OF CHARLOTTE**, of the Town of Charlotte in the County of Chittenden and State of Vermont and the **VERMONT LAND TRUST, INC.** a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont ("VLT"), and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont with its offices in Montpelier, Vermont ("VHCB"), (hereinafter called "Grantor", whether one or more) for and in consideration of the sum of One Dollar and other valuable consideration, paid by the **VERMONT TRANSCO LLC**, (hereinafter, together with its successors and assigns, called "Grantee"), a Vermont Limited Liability Company duly authorized and existing according to law, with its offices and principal place of business in the Town of Rutland, in the County of Rutland and State of Vermont, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement (a) to travel within for the purpose of reaching other properties, whether or not immediately adjacent, for the purpose of conducting monitoring, maintenance, construction or other activities, but without construction of a permanent road, and (b) to erect, construct, repair, maintain, reconstruct, relocate, operate and remove poles, lines, cables, anchors, guys, wires and other similar equipment for the transmission and/or distribution of electricity and for the transmission and/or distribution of data, information, video and voice communications as may be required by Grantee for the operation of its electrical transmission and distribution operations but only to the extent allowed by law (any of which equipment may be erected at different times and at such voltages and capacities as the Grantee may from time to time determine) including, but not limited to lines, wires, poles, cables, foundations to support poles only, anchors, guys, braces, fittings, and other similar equipment, provided that such facilities shall be limited to a single line of poles, if above ground, or a single duct bank if underground whether over, upon or beneath a certain strip of land owned by the Grantor in the Town of Charlotte in the County of Chittenden and State of Vermont, hereinafter referred to as the "Easement Area" provided however that no such installation shall substantially diminish the agricultural, scenic and other natural resource values, or recreational utility and public use of the land, and described as follows:

A strip of land adjoining and adjacent to the easterly boundary of the State of Vermont's railroad property, under lease to Vermont Railway, Inc., extending northeasterly from the centerline of Greenbush Road, believed to be the boundary line between land of the Grantor on the north and lands of the Elisabeth B. Robert Revocable Trust Dated July 22, 2005 on the south, to the Grantor's northerly boundary common to lands of Margaret M. Berlin, more specifically defined and depicted on a survey plat entitled "PROPOSED EASEMENT - LANDS OF TOWN OF CHARLOTTE - GREENBUSH ROAD - CHARLOTTE, VERMONT", dated January 23, 2008, prepared by Vermont Survey & Engineering, Inc., and filed in Slide No.157, Page 1 of the Town of Charlotte Land Records. The Easement Area contains 2.0 acres, more or less.

The Easement Area is conveyed subject to all existing easements and rights of way.

As depicted on the survey plat, the Easement Area partially adjoins the railroad right of way and Greenbush Road. To the extent that Grantor's lands and premises include an interest in and to the lands within the railroad right of way and/or Greenbush Road, Grantor extends the rights herein conveyed to all the right, title and interest, if any, by quit claim only, to that portion of the Grantee's Easement Area that lies within the railroad right of way and/or Greenbush Road.

Title to the foregoing Easement Area was acquired by Warranty Deed of Demeter Fund, Inc. to the Town of Charlotte dated July 10, 1999 and recorded in Volume 106, Page 461 of the Town of Charlotte Land Records.

Grantee shall have the continuing right to maintain the transmission corridor in a manner consistent with the vegetation management agreement with the Town of Charlotte entitled "VELCO/Charlotte Agreement Regarding Vegetation Management in the Charlotte Park and Wildlife Refuge— November 30, 2007" (the "Management Plan").

The Grantee has a right to remove all structures which are now found, or which may be subsequently placed on or within, said Easement Area in violation of the rights and privileges of the Grantee hereunder; and also with the right, by planting, trimming and by any other means, to control the growth of vegetation within said Easement Area subject to the Management Plan.

Together, also, with the permanent right at any and all times to enter on adjacent lands of the Grantor after a reasonable attempt to notify Grantor (except in the event of an emergency) and to cut or trim and remove such trees growing outside the limits of the Easement Area (danger trees) which may, in the opinion of the Grantee interfere with or be likely to interfere with, the successful operation of the facilities now or hereafter to be constructed within said Easement Area.

This grant shall include the right to enter upon and cross other property owned by the Grantor for the purpose of gaining access to the Easement Area and of exercising any of the rights hereby conveyed; provided, however, that said rights must be exercised in a reasonable manner, after a reasonable attempt to notify Grantor (except in an emergency).

Grantee shall reimburse Grantor for any damage caused by the Grantee to the property. In the event that damage occurs due to the actions of Grantee, within thirty (30) days of such damage Grantee shall make a reasonable offer to Grantor in compensation thereof. Grantee shall make payment for such damage within thirty (30) days of agreement for the amount of compensation to be paid to Grantor.

The Grantor hereby covenants that no building, line, conduit, dam, lake, pond, or any other structure of whatever nature will be erected or placed within the limits of or upon the Easement Area, nor will any change in the grade or elevation of the Easement Area be made, which, in the judgment of the Grantee, might interfere with the exercise of the rights hereby granted. Prior to any construction or change in use of the Easement Area, Grantor shall notify Grantee in writing of any proposed construction or change in use. Grantee shall permit the construction of a building, structure or alternative use of the Easement Area so long as such structure or use does not interfere with the rights herein granted to Grantee and is permissible pursuant to the rules, regulations, or laws to which Grantee is subject. Grantor reserves the right to retain, use, maintain and improve any and all existing services within the Easement Area such as water lines, wastewater systems, potable water systems, any other services, ponds, and recreation trails or other improvements, so long as such activities do not interfere with the full use and enjoyment of the rights granted to Grantee herein. Grantee shall make reasonable efforts to avoid disturbing existing services within the Easement Area.

Grantor reserves the right to cultivate or otherwise make use of the Easement Area, including the right to cross and re-cross the Easement Area at such places as may be necessary or desirable in using the lands adjacent thereto, provided, that such use, crossing and re-crossing shall not unreasonably interfere with the enjoyment or use of the rights, easement and estate hereby granted.

Subject to the condition below, no delay of Grantee in the use or enjoyment of any right or easement hereby granted or in constructing or installing any of the equipment in or along the right-of-way shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted hereby.

In the event Grantee determines in the future that it no longer requires the use of the Easement Area, upon a final Public Service Board Order approving the abandonment and sale of the Easement Area Grantee shall promptly remove all of its installations and execute such instruments as necessary to release all its right title and interest in and to the Easement Area to the owner of the underlying fee interest in the property and to the conservation organization holding a Grant of Development Rights on the property in proportion to their respective interests as set forth in the Grant.

This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written have been made modifying, adding to or changing the terms or consideration for this grant.

The Grantee is further granted the right to assign to other utilities and/or entities providing the services set forth herein for the transmission and/or distribution of electricity and the transmission and/or distribution of data, information, video and voice communications, in whole or

in part, any or all of the right-of-way, estate, interests, rights, privileges and easements herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof. Grantor covenants with the Grantee that at and until the ensembling of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, except as stated above, and furthermore, the Grantor agrees to warrant and defend the same to the Grantee and its successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF the Grantor has hereunto caused its name to be subscribed this 18th day of March A.D., 2008.

TOWN OF CHARLOTTE

By: Charles Russell
Charles Russell,
Chairman of the Select Board

The Vermont Land Trust, Inc. gives this approval on behalf of the Holders by the authority delegated to it under Section VII of a Stewardship Memorandum of Understanding (MOU) between the Holders dated December 31, 2006. Section VII of the MOU contains Classifications of Approvals. Class B approvals are described in Exhibit A of the MOU. The Vermont Land Trust, Inc. represents that it has fully complied with, and obtained approval under "Class B approvals."

Dated this 18th day of March, 2008.

[Signature]
Witness to VLT

Vermont Housing and Conservation Board
Vermont Land Trust, Inc.
By: [Signature]
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Chittenden

BE IT REMEMBERED that on the 18th day of March, 2008, personally appeared CHARLES RUSSELL, Chairman of the Select Board of the TOWN OF CHARLOTTE and he acknowledged this instrument by him signed and sealed on behalf of the TOWN OF CHARLOTTE as his free act and deed and the free act and deed of the TOWN OF CHARLOTTE.

Before me, Mary A. Mead
Notary Public
My Commission Expires: 2-10-2011

STATE OF VERMONT
WASHINGTON COUNTY, ss

At Montpelier, this 14th day of March, 2008, Dennis Shaffer, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and ~~s~~he acknowledged this instrument, by ~~her~~him sealed and subscribed, to be ~~her~~his free act and deed and the free act and deed of Vermont Land Trust, Inc. acting on behalf of the Vermont Housing and Conservation Board, and pursuant to the above referenced Stewardship Memorandum of Understanding, before me,



Notary Public
My commission expires: 2/10/11

VLT # 400201
VHCB # 95-115

ATTACHMENT A

VELCO/Charlotte Agreement Regarding Vegetation Management in the Charlotte Park and Wildlife Refuge

November 30, 2007

The Charlotte Park and Wildlife Refuge is a valuable regional resource that preserves, for wildlife habitat, agricultural, and recreational use, 290 acres of woodlands, wetlands and farm fields with outstanding scenic vistas. It is the goal of this provision to protect the scenic and natural qualities of the Park in a manner consistent with the Charlotte Park and Wildlife Comprehensive Management Plan while allowing VELCO's Northwest Vermont Reliability Project to move forward, having in mind that public safety and the reliability of Vermont's transmission grid necessitate that VELCO's transmission corridors be managed so that vegetation located within or adjacent to the right-of-way does not come in contact with transmission-line conductor or other facilities.

In clearing the transmission corridor on Park land VELCO shall use all reasonable efforts to retain existing vegetation within the 115 kV right-of-way ("ROW") and the area adjacent to the ROW and shall use special vegetation-management practices, including clearing within the "wire zone" and "border zone" only incompatible vegetation (vegetation that exceeds a mature height of 12 feet), as identified in VELCO's 2007 Transmission Vegetation Management Plan ("TVMP"), and compatible vegetation known to have invasive characteristics in Vermont (identified in the TVMP as Japanese Barberry, Honeysuckles, Multiflora Rose, Autumn Olive, Common Buckthorn and Glossy Buckthorn); provided, however, that nothing herein shall be interpreted as preventing VELCO from removing or clearing vegetation to maintain the clearances set forth in VELCO's TVMP or from otherwise removing plant species identified as incompatible under the TVMP. Further, nothing herein shall be construed to prohibit VELCO from undertaking clearing or other vegetation-management activities necessary or appropriate to conform to applicable regional or national electric-reliability or vegetation-management standards for ROWs established by ISO New England Inc., the Northeast Power Coordinating Council or the North American Electric Reliability Council, as the same may be amended or modified from time to time, provided the Town of Charlotte is notified of changes in standards and given the opportunity to request mitigation of impacts that may result from modified management practices.

The parties further acknowledge that VELCO will be permitted to clear to the extent necessary to gain access to the corridor, for construction and maintenance purposes, and in areas around each structure for installation/removal of poles, as indicated on VELCO's site plan entitled "Construction Site Plan For: Northwest Reliability Project from New Haven to Queen City, Vermont," prepared by SGC Engineering, LLC, last revised 10/19/07, and submitted to the Vermont Agency of Natural Resources for environmental-review purposes. Following construction, re-growth of non-invasive compatible species will be favored within the transmission corridor to create a diverse cover of vegetation for the benefit of wildlife, control of erosion, and to reduce the need for additional vegetation

management during subsequent management cycles. Nothing herein shall be construed to prohibit VELCO from undertaking or the parties from agreeing to additional vegetation management—including cooperation between VELCO and the Town to further manage invasive exotic plant species by planting compatible native trees and shrubs once control of incompatible vegetation has been established.

The Charlotte Park and Wildlife Refuge Comprehensive Management Plan states that “natural herbicides and pesticides” will be used as needed on agricultural land. Where permitted by the Town, herbicide use in the transmission corridor (to the extent not otherwise restricted by applicable permits or Board Order) will be used selectively and limited to low volume backpack application. Herbicide applications will be reviewed prior to application and not made without permission of the Town of Charlotte.