

GMCW / ANR Draft 3/24/11

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION EASEMENT AND RESTRICTIONS

_____**KNOW ALL PERSONS BY THESE PRESENTS** that **H. W. Ventures, L.C.**, a limited liability company organized under the laws of the State of Vermont with its principal place of business located in Georgia, Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars (\$10.00) and other valuable consideration paid to is full satisfaction, does freely give, grant, sell, convey and confirm unto the _____

~~to a nonprofit or governmental entity qualified to hold conservation easements designated by the Vermont Agency of Natural Resources, Department of Fish and Wildlife,~~ and its successors and assigns (hereinafter "Grantee"), forever, the development rights and conservation easement and restrictions (~~as~~ hereinafter collectively, "Grant," as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Milton, Chittenden County, State of Vermont, said Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein, together with an executory interest in that area described as the Wind Farm Area on Schedule A.

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. ~~The conservation easement and restrictions hereby conveyed to Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that said development rights and conservation easement and restrictions shall constitute a servitude upon the land and shall run with the land in perpetuity, subject to termination as provided below.~~ Grantor conveys said rights and interests in order to conserve the Protected ~~Property's~~ Property's natural communities, wetlands and wildlife habitat, all as more particularly described in Section I below.

I. Purposes of the Grant.

Grantor and Grantee acknowledge that the purposes of this Grant are to protect and maintain state-significant natural communities on the Protected Property as identified by the State of Vermont Agency of Natural Resources and to conserve wetlands and wildlife habitat on the Protected Property.

These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- a) _____
- a) The Dry Oak-Hickory-Hophornbeam Forest and White Pine-Red Oak-Black Oak ~~forests~~ Forest located on the Protected Property are high quality examples of natural communities uncommon in the State of Vermont, and each individually is considered a state-significant natural community by the Vermont Agency of Natural Resources;

b) _____

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b) The association of such individually significant natural communities with other natural communities located on and adjacent to the Protected Property, including Mesic Red Oak Northern Hardwood Forest and Northern Hardwood ~~forests~~Forest, is also considered state-significant by the Vermont Agency of Natural Resources;

e) _____

c) A vernal pool and other Class 3 wetlands located on the Protected Property are important for wildlife functions including amphibian breeding habitat and feeding/watering habitat for birds and other mammals; and

d) _____

d) The forests on Protected Property provide valuable habitat for wildlife.

Grantor and Grantee further acknowledge that this Grant is intended to serve the purposes both with respect to the natural resources values of the Protected Property as they exist on the date of this Grant and with respect to such natural resources as they may naturally evolve in the future. -The Permitted Uses afforded Grantor under this Grant shall be exercised in a manner that is not inconsistent with the purposes of this Grant.

Grantor and Grantee recognize the natural community, wetlands and wildlife habitat values of the Protected Property, and share the common purpose of conserving these values by the conveyance of development rights and conservation easement and restrictions to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the continued protection and maintenance of these natural resources. -Grantee accepts such development rights and conservation easement and restrictions in order to conserve these values for present and future generations.

II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, except as provided under Section VII.8, are as follows:

1. _____

1. The Protected Property shall be used for forestry, outdoor ~~recreational~~wildlife-based recreation and open space purposes only-, consistent with the purposes of this Grant as determined by Grantee. There shall be no residential, commercial, industrial, or mining activities, and no building, structure or appurtenant facility or improvement, including but not limited to telecommunications and renewable energy facilities, shall be constructed, created, installed, erected or moved onto the Protected Property. ~~Nothing in this paragraph shall prohibit Grantor from charging admission or a fee for access to or use of the Protected Property, or for recreational programs operated on the Protected Property.~~

2. 2. No driveways, roads, or utility lines, or rights of way or easements for the same, shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written approval Grantee and the Vermont Agency of Natural Resources, of Grantee, except as otherwise expressly set forth in Section III below. Grantee may grant such approval if it determines, in its sole discretion, that any such improvement would be consistent with the purposes of this Grant.

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3. 3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may, with prior written approval of Grantee, erect and maintain reasonable signs including, but not limited to, signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, informational signs, signs limiting access or use and other directional signs, and signs informing the public that forestry products are for sale or are being grown on the premises. Grantee may erect and maintain a sign designating the Protected Property as land under the protection of Grantee.

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4. 4. There shall be no placement, collection or storage of trash, human waste or any other unsightly or offensive material on the Protected Property.

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5. 5. There shall be no disturbance of the surface, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. 6. There shall be no manipulation of natural watercourses, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.

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7. 7. There shall be no development, clearing, construction or maintenance of all-terrain vehicle or snowmobile trails or other trails for motorized or mechanized recreation.

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8. 8. There shall be no operation of automobiles, trucks, tractors, bulldozers, skidders, motorcycles, all-terrain vehicles, snowmobiles, bicycles or other motorized or mechanized vehicles, and no organized recreational activities, within the limits of the Class 3 vernal pool wetland identified as No. 31 on the survey plan of the Protected Property referenced in Schedule A, except as allowed under Section III of this Grant.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may have the potential to become inconsistent with the Purposes of this Grant.

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III. Permitted Uses of the Protected Property.

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Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property (except within the limits of the Class 3 vernal pool wetland identified in Paragraph 8 above): 5 below):

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1. The right to construct, install, maintain, repair, replace, re-construct, re-install, realign, relocate, upgrade, use, and operate, decommission, de-construct and abandon in place a the wind farm project, as approved by the Vermont Public Service Board in Docket

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No. 7508, including but not limited to wind turbines, a maintenance/control building, electric transformers, electric collector lines and poles, (including appurtenances for interconnection), access roads, fences and related buildings, improvements and equipment, together with the right to decommission, de-construct and abandon in place the wind farm project in accordance with the decommissioning plan required and approved in Docket No. 7508, as said approvals may be revised and updated from time to time.

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2. The right during the operation and during decommissioning of the wind farm described in Paragraph 1 above to use the approved, existing access roads to the wind turbine sites for the purposes described in the following paragraphs of this Article III.

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~~3. The right during operation and during decommissioning of the wind farm described in Paragraph 1 above to maintain and use the other access roads existing on the Protected Property as of the date of this Grant, as realigned or relocated in connection with the wind farm project, for the purposes described in the following paragraphs of this Article III.~~

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4. _____

3. The right, after decommissioning of the wind farm described in Paragraph 1 above, to continue to maintain and use approved, existing access roads for the purposes described in the following paragraphs of this Article III, including the right to clear trees, brush and other vegetation, and to keep such vegetation cleared, within a strip of land up to twelve feet (12'12") in width, and to construct water bars and other erosion control improvements for such access roads, provided that the Grantor shall restore the access road surfaces upon such decommissioning to approximate the condition of the access roads existing in the same area prior to the construction of the wind farm, and may scarify the road surface, install pockets of topsoil along the road surface, and undertake other restoration work as approved by the Public Service Board to encourage storm water infiltration and re-establishment of vegetation along the edges of the road surface in order to restore the area to its to pre-construction conditions to the extent practical.

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5. _____

The right to authorize the Vermont All-Terrain Vehicles Sportman's Association or another non-profit organization with similar purposes to continue to maintain and use, as all-terrain vehicle trails, two access roads located mostly on the Protected Property that are maintained and used for such purpose as of the date of this Grant, as such access roads may be realigned or relocated, or replaced by wind farm access roads, in connection with the wind farm project described in Paragraph 1 above, provided that the access road and all-terrain vehicle trail that currently passes near the Class 3 vernal pool wetland identified in Paragraph 8 above shall be realigned, relocated, restricted or closed so as to prohibit non-motorized, non-mechanized recreational use of such access road by all-terrain vehicles within Dry Oak Hickory Hophornbeam and White Pine Red Oak Black Oak forests or within 200 feet of the limits of such wetland; the two access roads currently used as all-terrain vehicle trails

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are depicted as an "Existing ATV Trail" on the survey plan of the Protected Property referenced in Schedule A.

4. ~~6.~~ The right to use the Protected Property for purposes such as, hiking, running, horseback riding, ~~bicycling~~, cross-country skiing, snowshoeing, hunting, trapping, bird-watching, ~~camping~~ and other ~~non-motorized~~, recreational activities consistent with the purposes of this Grant, and to construct, install maintain, repair, replace, realign, relocate, upgrade and use trails for such purposes, so long as such activities are, in the reasonable opinion of the Grantee, not inconsistent with the Purposes of this Grant.
7. ~~The right to charge admission or a fee or otherwise obtain consideration for uses and activities otherwise permitted by this Grant, including but not limited to recreational activities conducted by or with the approval of Grantor.~~

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8.

5. The right to conduct maple-sugaring operations and to no greater in intensity or scope as they exist as of the date of this Grant. The right to produce and harvest timber and other forest crops, together with the right to construct, install, maintain repair, replace, realign, relocate, upgrade and use woods roads and trails necessary for such activities, in accordance with generally accepted forestry practices and a written forest management plan ~~that~~ approved by the Grantee, that is consistent with this Grant and complies with any minimum standards applicable to forest management plans under the Vermont Managed Forest Land Use Valuation Program or any successor thereto, as such forest management plan may be revised and updated from time to time. The right to use motorized vehicles, including all-terrain vehicles, on the Protected Property for emergency and forest management purposes. The right to use motorized vehicles, including all-terrain, on approved, existing access roads for access to hunting areas; provided, however, that in no case shall such hunting activities authorize off-trail use of motorized vehicles. Notwithstanding the right to use motorized vehicles for the purposes stated in this paragraph, there shall be no use of motorized vehicles within the limits of the Class 3 vernal pool wetland identified as "approximate location of Vernal Pool #31" on the survey plan of the Protected Property referenced in Schedule A.

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IV. ~~Public Access.~~

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed wildlife-based recreational activities (including, but not limited to, birdwatching, cross-country skiing, fishing, hiking, hunting, trapping, snowshoeing, trapping, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including hunter safety) with the written approval of the Grantee. After prior consultation, Grantor and/or Grantee may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, and to protect the integrity of natural communities, wetlands and wildlife habitat.

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V. Enforcement of the Restrictions.

Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. Prior to commencing any proceeding to enforce this Grant on account of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give written notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, specifying the corrective action by Grantor required to abate such event or circumstance of non-compliance and restore the Protected Property to its required condition. -In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall, at ~~Grantee's~~Grantee's request, reimburse Grantee for all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. -Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property, if necessary. -If the court determines that Grantor has failed to comply with this Agreement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including court costs and reasonable ~~attorneys'~~attorneys' fees, in addition to any other payments ordered by such court.- In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Agreement and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable ~~attorneys'~~attorneys' fees; provided this clause shall not apply to any Grantee protected by the doctrine of sovereign immunity. -The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitled Grantee to such equitable relief, including, but not limited to, injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair ~~Grantee's~~Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability related to this Grant, upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior ~~owner's~~owner's ownership or control of the Protected Property has terminated.

The State of Vermont Agency of Natural Resources is an intended beneficiary of this Grant and shall have all of the enforcement rights of the Grantee, as set forth above.

VI. Executory Interest and Agreement.

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Grantor does freely give, grant, sell, convey and confirm unto Grantee, its successors and assigns forever, an executory interest on to that portion of Grantor's land and premises consisting of 26.6 acres, more or less, more particularly described as the Wind Farm Area in Schedule A attached hereto and made a part hereof ("Executory Interest"). The Executory Interest hereby conveyed is such that in the event of: (1) Grantee's receipt of written notice from Grantor, its successors or assigns, as to the termination or expiration of that certain Wind Farm Lease Agreement dated January 17, 2012, as referenced in the Notice of Lease Agreement recorded February 22, 2012 in Vol. 415, Page 212 of the Milton Land Records, as said instruments may be revised, updated and/or amended from time to time; (2) the return of the Wind Farm Area to a relatively natural state as determined by Grantee in its sole discretion (which at a minimum shall require full satisfaction of the requirements in Condition 12 of the Certificate of Public Good issued by the Vermont Public Service Board in the matter of Petition of Georgia Mountain Community Wind, LLC, Docket No. 7508, dated June 11, 2010, and the Order Re: Final Approval of Decommissioning Plan, dated December 22, 2011); and (3) Grantee's written notice of acceptance to Grantor, then, and only then, the Wind Farm Area shall, without further action, be added to the Protected Property subject to all the terms, rights, conditions and restrictions under this Grant. In connection with this Executory Interest, Grantor hereby agrees to cooperate with Grantee and execute any and all instruments reasonably requested by Grantee to effectuate the addition of the Wind Farm Area to the Protected Property, including but not limited to an Amendment to this Grant and the Baseline Documentation Report associated therewith (but only with respect to the Wind Farm Area). Grantor, its successors and assigns, agree and acknowledge that until such time as the Wind Farm Area is accepted by Grantee as reflected in this Section VI, (i) Grantee shall have no interest in, nor obligation with respect to any activities and operations taking place at or upon, the Wind Farm Area; and (ii) Grantor will indemnify, defend, and hold Grantee harmless from any action or claim arising in any way out of activities and operations taking place at or upon the Wind Farm Area.

VII. Miscellaneous Provisions.

- 1.**
Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee, provided that Grantor has given its written consent to such designation, which consent shall not be unreasonably withheld. -Grantor shall reimburse Grantee or Grantee'sGrantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee'sGrantee's approval; but not to include those costs which are expected and routine in scope. - When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.
- 2.**
It is hereby agreed that any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Milton and the State of Vermont.
- 3.**

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3. Grantee shall transfer the development rights and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155, Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

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4. In the event the development rights or conservation easement and restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds that pertain to the extinguishment of ~~Grantee's~~ Grantee's rights and interests. - Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal performed at the direction of either Grantor or Grantee in the year of this conveyance. -Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, and natural resources of the state through non-regulatory means.

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5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement and restrictions and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity-, except as provided in paragraph VII.8 below. Grantor shall also notify Grantee of the name(s) and address(es) of ~~Grantor's~~ Grantor's successor(s) in interest.

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6. Grantee shall be entitled to record this Grant, or to record a notice making reference to the existence of this Grant, in the Milton Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.

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6. The term "~~Grantor~~" shall include the successors and assigns of the original Grantor, H. W. Ventures, L.C. -The term "~~Grantee~~" shall include the successors and assigns of the original Grantee, _____.

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7. Vermont Agency of Natural Resources Fish and Wildlife Department, INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

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8. This Grant may be amended in a writing signed by Grantee to allow for uses of the Protected Property proposed by Grantor, its successors or assigns, that would otherwise be restricted under Section II above, provided that Grantee shall be satisfied in its sole discretion that either (i) such uses are consistent with the purposes of this Grant as expressed in Section I above, or (ii) impacts to the Protected Property are mitigated through conservation of additional lands of the same or greater total acreage and having substantially the same conservation purpose as the Protected Property described in Section I above. This Grant may also be amended in a writing signed by Grantee in the event the parties, their respective successors and assigns, should find it necessary to make changes of a technical or clerical nature, and provided that Grantee is satisfied in its sole discretion that said changes result in no less protection of the

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Protected Property or any material impact to the conservation purpose set forth in Section I.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and executory interest, with all the privileges and appurtenances thereof, to the said Grantee, _____, Vermont Agency of Natural Resources Department of Fish and Wildlife, its successors and assigns, to their own use and behoof forever, ~~subject to the termination provision set forth below~~, and the said Grantor, H. W. Ventures, L.C., for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the sealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except for a right of way for ingress and egress granted to Silver Bow Communications by the Corrective Warranty Deed of H. W. Ventures, L.C. dated April 10, 2003, recorded in Book ____, 271, Page ____41 of the Milton Land Records, and for any other rights of way, easements and use restrictions of record, and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

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IN WITNESS WHEREOF, _____, James A. Harrison, the duly authorized agent of
H. W. Ventures, L.C., sets his hand and seal this _____ day of
_____, 2011. June, 2018.

H. W. Ventures, L.C.

By _____

By _____

Its duly authorized agent

STATE OF VERMONT

FRANKLIN COUNTY, SS.

_____ At Georgia, this _____ day of _____, 2011,
_____, June, 2018, James A. Harrison, an officer and the duly authorized
agent of H. W. Ventures, L.C., personally appeared and he acknowledged this instrument by
him sealed and subscribed, to be his free act and deed and the free act and deed of H. W.
Ventures, L.C.

Before me, _____

Notary Public

My Commission Expires:

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SCHEDULE A

Legal Description of the Protected Property

The Protected Property is a portion only of the lands and premises conveyed to H.W.H. W. Ventures, L.C. by the Quit Claim Deed of James A. Harrison, Janet A. Harrison, Roger H. Wright and Brenda L. Wright, dated August 20, 1997, recorded in Book 185, Page 144 of the Milton Land Records, containing up to one hundred and thirteen and seventy-nine one-hundredths (113.79) acres, more or less, as described more fully below.

The Protected Property ~~contains approximately 108~~ that is the subject of this Grant contains eighty-seven and nineteen one-hundredths (87.19) acres of forest land surrounding a wind farm project site at the top of Georgia Mountain, so-called. ~~The Protected Property is depicted in a survey plan, and being further described as follows:~~

Being two easements across a parcel of land without buildings thereon, located northerly of Ted Road in the Town of Milton, Vermont. Both easements herein described are depicted as "Conservation Easement #1" and "Conservation Easement #2" on a certain map entitled "H. W. Ventures, LC, Georgia, Vermont, Conservation Easement Plan, Ted Road, Town of Milton, Vermont" prepared by Cross Consulting Engineers, P.C., entitled "_____," dated _____, 2010, March 8, 2018 and recorded with this Grant in the Milton Land Records, and is more particularly described as follows: Town of Milton Plat Records on June 1, 2018 as Slide 484C (the "Plan"). Conservation Easement #1 is bounded substantially as follows: on the northerly by the boundary between the Town of Milton and the Town of Georgia, Vermont and property of H.W. Ventures, LC, that is not part of the easement, on the easterly by property of Kevin Harrison and other property of H.W. Ventures, LC, on the southerly by property now or formerly of Independent Towers of Vermont, LLC and Lot #2, owned by H.W. Ventures, LC, and on the westerly by said Lot #2. Conservation Easement #2 is bounded substantially as follows: on the northerly by Lot #2 owned by H. W. Ventures, LC and property now or formerly owned by Independent Towers of Vermont, LLC, on the easterly, southerly and westerly of property of H.W. Ventures, LC not part of this Conservation Easement. Said easements are more fully described as follows (all bearings refer to Vermont grid north): ~~[Insert metes and bounds description to be drafted, based on the survey plan. The approximate boundaries of the Protected Property are shown in a map of the Protected Property prepared by Vermont Environmental Research Associates entitled "Georgia Mountain Community Wind, 108 Acres," dated February 28, 2011. As depicted in the VERA map, the Protected Property is bounded in part on the east by the cell tower parcel now or formerly of Independent Towers of Vermont, LLC, the right of way for the access road to the cell tower parcel, and portions of the east property line of H.W. Ventures, L.C.; on the north in part by the north property line of H.W. Ventures, L.C. and in part by an area of Northern Hardwood forest, and on the west by the west limits of clearing for the wind farm access road. The Protected Property does not include any portion of the 60 foot wide right of way for the cell tower access road.]~~

CONSERVATION EASEMENT #1

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Commencing at a point located at the northwesterly corner of property now or formerly of Independent Towers of Vermont, said point being marked in the field by a 5/8 inch diameter steel reinforcing bar; thence proceeding N 60-06-40 W, 585.28 feet to the southwesterly corner of the easement herein described; thence proceeding N 29-01-55 E, 586.81 feet to the northwesterly corner of the easement herein described; thence proceeding S 12-27-25 E, 76.80 feet to a point; thence proceeding S 16-54-50 E, 296.71 feet to a point; thence proceeding S 23-12-35 E, 172.01 feet to a point; thence proceeding S 67-10-40 E, 118.13 feet to a point; thence proceeding S 88-19-00 E, 97.73 feet to a point; thence proceeding N 53-37-50 E, 135.93 feet to a point; thence proceeding N 05-11-50 E, 217.75 feet to a point; thence proceeding N 00-03-35 E, 496.25 feet to a point at or near the boundary between the Town of Milton and the Town of Georgia, Vermont; thence proceeding S 59-32-35 E, 348.95 feet to a point at or near the boundary between the Town of Milton and the Town of Georgia, Vermont; thence proceeding S 01-56-00 E, 364.04 feet to a point; thence proceeding S 09-35-00 E, 336.58 feet to a point; thence proceeding S 06-00-40 W, 286.44 feet to a point; thence proceeding S 55-44-00 W, 114.84 feet to a point; thence proceeding S 31-00-05 W, 140.98 feet to a point on the northerly boundary of property now or formerly of Independent Towers of Vermont; thence proceeding N 55-46-15 W, 551.40 feet to the point of beginning; encompassing within the aforescribed boundaries an area of 15.52 acres.

CONSERVATION EASEMENT #2

Commencing at a point at the northeasterly corner of property owned by Jane Fitzgerald on the boundary between the Town of Milton and Town of Georgia, Vermont, said point having State plane coordinates N: 789,068.77; E: 1,492,236.90, and being referred to as Corner No. 17.3 on said map and being marked in the field by a steel reinforcing bar; thence proceeding S 59-32-35 E, 85.32 feet to the northwesterly corner of Lot #2; thence proceeding S 25-27-20 W, 468.65 feet to a point; thence proceeding S 22-10-40 W, 1210.21 feet to a point at the southwesterly corner of Lot #2; thence proceeding S 67-49-20 E, 982.29 feet to a point on the westerly boundary of property now or formerly of Independent Towers of Vermont, LLC; thence proceeding S 34-13-35 W, 276.60 feet to the southwesterly corner of property now or formerly of Independent Towers of Vermont, LLC, said point being marked in the field by a 5/8 inch diameter steel reinforcing bar; thence proceeding S 55-56-45 E, 999.78 feet to a point at the southeasterly corner of property of Independent Towers of Vermont, LLC, said point being marked in the field by a 5/8 inch diameter steel reinforcing bar; thence proceeding S 13-06-20 W, 253.95 feet to a point; thence proceeding S 18-59-35 W, 272.59 feet to a point; thence proceeding S 20-44-55 W, 220.35 feet to a point; thence proceeding S 20-52-45 W, 512.23 feet to a point; thence proceeding S 19-34-05 W, 121.26 feet to a point; thence proceeding S 58-29-25 W, 82.70 feet to a point; thence proceeding S 81-53-35 W, 159.84 feet to a point; thence proceeding N 55-54-35 W, 179.15 feet to a point; thence proceeding N 50-08-55 W, 99.82 feet to a

point; thence proceeding S 87-58-55 W, 253.05 feet to a point; thence proceeding S 51-06-30 W, 174.75 feet to a point; thence proceeding N 35-49-50 W, 174.84 feet to a point; thence proceeding N 09-34-50 W, 281.04 feet to a point; thence proceeding N 01-30-30 W, 356.57 feet to a point; thence proceeding N 39-26-00 W, 589.02 feet to a point; thence proceeding N 01-00-45 E, 707.33 feet to a point; thence proceeding N 20-17-35 W, 151.61 feet to a point; thence proceeding N 22-50-35 E, 1632.41 feet to a point; thence proceeding N 25-27- 20 E, 538.67 feet, arriving at the point of beginning; encompassing within the aforescribed boundaries an area of 71.67 acres.

The Protected Property contains ~~portions of two~~an access ~~roads~~road used as an all-terrain vehicle ~~trails, each depicted~~trail, shown on the Plan as an ~~“Existing ATV Trail” on the aforesaid survey plan [see the VERA~~“Existing ATV Trail” on the aforesaid ~~Wind Project Access Road (Gravel)”. The Protected Property is also partially bordered by another access road shown as “Existing Access Drive to Cell Tower (Gravel)” on the Plan. Both access roads lead to Ted Road and Milton-Westford Road, each which is a public right of way.~~

Excepted and excluded therefrom, but subject to the Executory Interest and Agreement in Section VI of this Grant, is that portion of Grantor’s land consisting of twenty-six and six-tenths (26.6) acres, more or less, which is a portion of the land subject to that certain Wind Farm Lease Agreement by and between H. W. Ventures, L.C. and Georgia Mountain Community Wind, LLC, dated January 17th, 2012, a Notice of which is recorded in Vol. 415 at page 212 of the Town of Milton Land Records (the “Wind Farm Area”). The Wind Farm Area is coextensive with the “Wind Turbine Lease Area” as described in said Notice, and shown as “Lot 2, Property of H.W. Ventures, LC leased to Georgia Mountain Community Wind, LLC” on the Plan. For the avoidance of doubt, the Wind Turbine Lease Area is more particularly described as follows:

Being a parcel of land with two wind turbines and ancillary components located thereon, located northerly of Ted Road and on the southerly side of the Milton and Georgia Town boundary in the Town of Milton Vermont. The parcel herein described is depicted as Lot #2 on a certain map for the approximate alignment of the existing all-terrain vehicle trails, entitled “H.W. Ventures, LC, Georgia, Vermont, Conservation Easement Plan, Ted Road, Town of Milton, Vermont” prepared by Cross Consulting Engineers, dated March 8, 2018 and recorded in the Town of Milton Plat Records. The parcel herein described is bounded substantially as follows: on the northerly by the Milton and Georgia Town boundary and Conservation Easement #2, on the easterly by property of H.W. Ventures, LC and Conservation Easement #2 and property now or formerly owned by Independent Towers of Vermont LLC, and on the southerly and westerly by Conservation Easement #1. Said parcel is more fully described as follows: (All bearings refer to Vermont grid north).

Commencing at a point on the boundary between the Town of Milton and the Town of Georgia Vermont, being also the boundary between Chittenden County and Franklin County, said point being located S 59-32-35 E, 85.32 feet from the northeasterly corner of property of Jane Fitzgerald, said Fitzgerald corner being numbered 17.3 on said map and having State plane coordinates N 789,068.77; E

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1,492,236.90; thence proceeding in a general easterly direction, along the Town boundary between the Town of Milton and the Town of Georgia, 608 feet more or less to a point; thence proceeding S 29-01-55 W, 460 feet, more or less, to the northwesterly corner of Conservation Easement #2; thence continuing S 29-01-55 W, 586.81 feet to the southwesterly corner of Conservation Easement #2; thence proceeding S 60-06-40 E, 585.28 feet to the northwesterly corner of property of Independent Towers of Vermont LLC, said point being marked in the field by a 5/8 inch diameter steel reinforcing bar; thence proceeding S 34-13-35 W, 483.69 feet to the northeasterly corner of Conservation Easement #1; thence proceeding N 67-49-20 W, 982.29 feet to the southwesterly corner of the parcel herein described; thence proceeding N 22 - 10 - 40 E, 1210.21 feet to a point; thence proceeding N 25-27-20 E, 468.65 feet to the point of beginning; encompassing within the aforescribed boundaries an area of 26.6 acres, more or less.

The description of the Wind Farm Area contained in the aforereferenced Notice of Lease is being amended and recorded by separate instrument contemporaneously herewith. Grantor acknowledges that there are legal constraints on Grantee's ability to alter this excluded parcel in a manner that impacts the Protected Property. In no event shall Grantee be obligated to amend this Grant or otherwise approve an alternative size, shape or location of the Wind Farm Area in order to comply with any local or state legal or regulatory requirement for the development, subdivision and use of the Wind Farm Area or to otherwise enable the development, subdivision or use of the Turbine Lease Area as defined in Section VI of this Grant.

Should the Executory Interest be exercised, a total of one hundred and thirteen and seventy nine hundredths (113.79) acres shall be under conservation as described more fully in the Grant.

Reference is made to the aforementioned plans and deeds, together with the Order and Certificate of Public Good issued to Georgia Mountain Community Wind, LLC on June 10, 2010, and the Order Re: Conservation Easement issued May 13, 2011 in Public Service Board Docket No. 7508 (said Orders and Certificates which are not of record but available through the Vermont Public Utility Commission), in further aid of this description.

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