NEWBURY TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
THIS 24 DAY OF January A.D., 2017
AT 1 O'CLOCK — MINUTES P M, AND
RECORDED IN NEWBURY RECORDS, BOOK 168 PAGE 242-246
ATTEST Susan B. Underwood TOWN CLERK

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
ACKNOWLEDGMENT
Return No.
Signed
Date 1/24/17

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that Newbury Hydro Company, LLC, a Delaware limited liability company having a place of business in the Town of Newbury, the successor in interest to Newbury Hydro Company, a Vermont Partnership by virtue of a Certificate of Conversion filed with the Delaware Secretary of State's Office on March 13, 2015, a certified copy of which is recorded herewith, Grantor, in consideration of **TEN AND MORE DOLLARS** and other good and valuable consideration, paid to its full satisfaction by Green Mountain Power Corporation, a Vermont corporation with a place of business in the Town of Colchester, Grantee, by these presents, does freely **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantee, Green Mountain Power Corporation, and its successors and assigns forever, certain lands and premises in the Town of Newbury, County of Orange and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Newbury Hydro by the following deeds:

1. Warranty Deed of Maury Wallace, dated April 4, 1983, recorded April 4, 1983 in Book 70 at Page 67 of the Newbury Land Records; and

2. Quitclaim Deed of Maury Wallace, dated May 17, 1983, recorded June 1, 1983 in Book 70 at Page 175 of the Newbury Land Records.

The property being conveyed, including any and all water rights, flowage rights and empoundment rights, is more particularly described in the attached Exhibit A and is incorporated herein by reference.

Meaning and intending to convey all of the property of Newbury Hydro Company, LLC, consisting of, and associated with, the Newbury hydroelectric facility, located in and around the Town of Newbury, Vermont.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said granted lands and premises, with all the privileges and appurtenances thereof, to the said Grantee, Green Mountain Power Corporation, and its successors and assigns, to its own use and behoof forever; and Newbury Hydro Company, LLC, the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, Green Mountain Power Corporation, and its successors and assigns, that until the ensealing of these presents, it is the sole owner of said lands and premises, and has good right and title to convey the same in manner aforesaid; that they are free from every encumbrance except as aforesaid; provided that such exceptions shall not reinstate any such rights or encumbrances previously extinguished by Title 27 V.S.A. Chapter 5, Subchapter 7, and it hereby engages to Warrant and Defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, Newbury Hydro Company, LLC hereunto sets its hand and seal this 19th day of December, 2016.

Newbury Hydro Company, LLC

By: Rafael Gonzalez
Its: President and CEO

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Essex, S.S.

At Andover, in said County this 19th day of Decembe, 2016, personally appeared Rafael Gonzalez, duly authorized agent of Newbury Hydro Company, LLC, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed, and the free act and deed of Newbury Hydro Company, LLC.

Before me, Megan Beauregard
Notary Public
My commission expires 2-16-18

MEGAN BEAUREGARD
MY COMMISSION EXPIRES 02-16-2018
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC

Exhibit A

1. Warranty Deed of Maury Wallace to Newbury Hydro, dated April 4, 1983, recorded April 4, 1983 in Book 70 at Page 67 of the Newbury Land Records, and being more particularly described therein as follows:

"Being a part of all and the same land and premises as were vested in Maury Wallace by Judgment and Decree of Foreclosure in an action entitled Vermont Industrial Development Authority v. Corning Fibers, Inc. et al. dated September 10, 1982 along with Certificate of Redemption in the same action dated October 6, 1982, all of which are recorded at Book 69 Pages 142-150 of the Newbury Land Records.

Being a part of all and the same land and premises as were conveyed to Corning Fibers, Inc. by deed of Vermont Industrial Development Authority dated May 25, 1977 and recorded at Book 61 Pages 147-148 of the Newbury Land Records. That portion of the above referred to land and premises hereby conveyed may be described as follows.

First, all that portion of that land and premises located west of a line parallel to and 100 feet east of the western edge of a dam now across the Wells River located on the above referred to land and premises which line commences at the northerly assumed right-of-way of United States Route 302 and runs N 07° W to the northerly property line of the above referred to land and premises and which line is more particularly shown on a plat entitled "Plan of Wallace Mill and Property--Newbury, Vt." dated October 11, 1982 and drawn by L. Macrae Rood. Meaning to convey all the land and premises vested in Maury Wallace through the above referred to instruments located west of the above described line, including the dam.

Second, all water rights, flowage rights and empoundment rights vested in Maury Wallace through the above referred to instruments and appurtenant to the dam located on the herein conveyed land and premises, reserving, however, to the grantor that amount of water needed for the operation of a paper mill on lands retained by the grantor, being no more than .6 of a cubic foot per second.

Third, an easement and right of way in perpetuity to the use of the existing penstock and tailrace, as currently located, for the generation of electric power by means of the dam hereby conveyed to grantees; together with the right to relocate that penstock as described on the above referred to plan as "alternate penstock location," or at such other place on lands of the grantor as may be mutually agreed between grantor and grantee. Grantee will have all rights as may be convenient to enter

upon lands of grantor for repair, maintenance and replacement or reconstruction of that penstock and tailrace wherever located, doing as little damage as possible to lands of the grantor and restoring the lands of the grantor as nearly as possible to their condition prior to such entry.

Grantee shall have a perpetual easement for access to and use of an area of approximate dimensions of 15 feet by 30 feet for use as a switch yard as indicated on the above referred to plan and on lands retained by grantor at the southeast corner of the structure now existing on the herein conveyed land and premises.

Grantee shall have a perpetual easement in common with grantor for use of the parking, loading and access spaces to the structure now located on lands retained by grantor and to those lands and premises conveyed to grantee by this deed whether in fee or in easement.

Reference may be had to the above referred to instruments and their records, and to all prior instruments and their records, for a more particular description of the herein conveyed land and premises.

The herein conveyed land and premises are subject to State of Vermont Deferral of Subdivision Permit #D-3-1046. The herein retained land and premises are subject to State of Vermont Deferral of Subdivision Permit D-3-1047. Both are subject to the following waiver of development rights:

'In order to comply with State of Vermont Environmental Protection Rules on the subdivision of lands and disposal of waste including sewage, the grantee shall not construct or erect a structure or building on the parcel of land conveyed herein, the useful occupancy of which will require the installation of plumbing and sewage treatment facilities or convey this land without first complying with said State regulations. The grantee by acceptance of this deed acknowledges that this lot may not qualify for approval for development under the appropriate environmental protection or health regulations and that the State may deny an application to develop the lot.'

Also conveyed hereby is all right, title and interest acquired by deed of Sarah Lamare dated March 21, 1983 and to be recorded in the Newbury Land Records."

2. Quitclaim Deed of Maury Wallace to Newbury Hydro, dated May 17, 1983, recorded June 1, 1983 in Book 70 at Page 175 of the Newbury Land Records, and being more particularly described therein as follows:

"Being a part of all and the same land and premises as were vested in Maury Wallace by Judgment and Decree of Foreclosure in an action

entitled Vermont Industrial Development Authority v. Corning Fibers, Inc. et al. dated September 10, 1982 along with Certificate of Redemption in the same action dated October 6, 1982, all of which are recorded at Book 69 Pages 142-150 of the Newbury Land Records.

Being a part of all and the same land and premises as were conveyed to Corning Fibers, Inc. by deed of Vermont Industrial Development Authority dated May 25, 1977 and recorded at Book 61 Pages 147-148 of the Newbury Land Records. That portion of the above referred to land and premises hereby conveyed may be described as follows:

Being any and all right, title and interest I may have in and to a certain ten (10) acres, more or less, located on the northerly side of the Wells River, located across said river from the so-called Paper Mill. It is the purpose of this deed to convey any and all interest I may acquire or have acquired in and to said ten (10) acre parcel. No warranty is made as to acreage."

This conveyance is made subject to and with the benefit of any utility easement, public rights-of-way, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly of record; provided however, that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Chapter 5, subchapter 7 of Title 27, Vermont Statutes Annotated. If it should be determined that all or a portion of the conveyed lands and premises are Vermont perpetual lease land, then same are conveyed as such.