

EXCEPTION LOTS 5, 6, 8, 12 & 14 – Reading: 25.59 Acres; Plymouth: 28.56 Acres.

August 30, 1993

- State of Vermont (Department of Fish & Wildlife) acquires from Atkinson-Davis Corporation the so-called Exception Lots 5, 6, 8, 12 & 14 totaling 55.15 acres in Plymouth and Reading.

October 27, 1993

Department of Fish and Wildlife executes a Conservation Agreement with the Vermont Housing and Conservation Board. Both parties agree that “perpetual restrictions” shall apply to the “Protected Property”, the so-called Exception Lots..

Page 1, paragraph 6 refers to Grant Agreement #93-065; there is no copy of this Grant Agreement in the acquisition file.

READING POND LOT – Reading: 34.65 Acres; Plymouth: 20.66 Acres

December 28, 1994 – Conveyances recorded *first* in the land records.

- The Nature Conservancy executed a Grant of Development Rights and Conservation Restrictions with the Vermont Housing and Conservation Board. TNC conveyed to VHCB “the development rights and perpetual conservation easement and restrictions.” TNC reserved the fee ownership and certain restricted and permitted uses.

December 28, 1994 – Conveyances recorded *second* in the land records.

- TNC conveys Reading Pond property to the Department of Fish and Wildlife. The conveyance is made subject to the Grant of Development Rights and Conservation Restrictions to VHCB. In addition the State is required to install a plaque recognizing the assistance of TNC and VHCB.

KNOW ALL PERSONS BY THESE PRESENTS

THAT The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, with an office in Montpelier in the County of Washington and State of Vermont, Grantor, in consideration of TEN OR MORE DOLLARS paid to its full satisfaction by THE STATE OF VERMONT, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, THE STATE OF VERMONT, DEPARTMENT OF FISH AND WILDLIFE, its successors and assigns forever,

A parcel of land nearly surrounding Reading Pond, being situate in the Towns of Plymouth and Reading, Windsor County, Vermont, being more particularly described as follows:

Commencing at a point near the low water mark of Reading Pond on the westerly shore line thereof;

Thence North 66° 00' West, 22.0 feet to a steel fence post;

Thence North 66° 00' West, 200.0 feet to a point in or near the Plymouth-Reading town line;

Thence North 66° 00' West, 290.0 feet to a steel fence post near the easterly line of a road;

Thence North 66° 00' West, 10.0 feet to a point in the center line of said road;

Thence North 08° 30' West, 675.0 feet to a point;

Thence North 22° 00' East, 925.0 feet to a point;

Thence North 70° 30' East, 740.0 feet to a point on or near the Plymouth-Reading town line;

Thence North 70° 30' East, 430.0 feet to a steel fence post;

Thence South 47° 30' East, 800.0 feet to a steel fence post;

Thence South 02° 30' East, 725.0 feet to a steel fence post;

Thence South 33° 00' West, 1,165.0 feet to a steel fence post;

Thence North 82° 00' West, 380.0 feet to a 30-inch blazed maple tree near the low water line of said Reading Pond;

Thence northerly, westerly and southerly following the low water line of Reading Pond to the point of beginning, which said point of beginning bears North 82° 00' West, 494.0 feet from the last described corner.

MEANING AND INTENDING to convey all of the same parcel of land conveyed to The Nature Conservancy by Warranty Deed of Atkinson-Davis Corporation, a New Hampshire corporation, dated and recorded February 7, 1992, in Book 63, Page 433, of the Plymouth Land Records, and recorded February 19, 1992, in Book 49, Page 141, of the Reading Land Records.

To the extent applicable, said premises are conveyed subject to the right of the State of Vermont, its successors and assigns, to the lands under Reading Pond, together with the right to impound additional waters through the repair and improvement of the existing dam, and the right to raise and lower the level of Reading Pond as set forth in the deed of Atkinson-Davis Corporation to the State of Vermont dated December 17, 1959, recorded in Book 27, Page 407, of the Plymouth Land Records and Book 42, Page 38 of the Reading Land Records.

To the extent applicable, also conveying all right, title, and interest of the Grantor in and to the following covenant contained in the deed of Atkinson-Davis Corporation to the State of Vermont dated December 17, 1959, recorded in Book 27, Page 407, of the Plymouth Land Records and Book 42, Page 38, of the Reading Land Records: "It is agreed that no such dam, other than the dam at the outlet of Reading Pond, shall be erected which will cause the flooding of an area greater than 30 acres or that will mean the removal and destruction of a good potential forest crop without the permission of the Grantor herein, its successors and assigns.

To the extent applicable, said premises are conveyed subject to a building restriction with respect to the grand list value of any permanent dwelling as set forth in the deed of Atkinson-Davis Corporation to the State of Vermont dated December 17, 1959, recorded in Book 27, Page 407, of the Plymouth Land Records and Book 42, Page 38, of the Reading Land Records.

This conveyance is subject to a Grant of Development Rights and Conservation Restrictions to the Vermont Housing and Conservation Board dated December 28, 1994 and recorded this date. Said Grant is binding upon the Grantee and its successors and assigns in perpetuity.

A portion of the lands hereby conveyed may be held under perpetual lease and as to such lands the covenants of warranty hereinafter expressed shall apply only so far as appropriate to lease lands generally.

As part of the consideration for this Deed, and by acceptance thereof, the Grantee agrees to erect and maintain a permanent plaque or other appropriate record at a prominent location on the within described premises bearing the following statement: "This area was acquired with the assistance of The Nature Conservancy and the Vermont Housing and Conservation Board.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, THE STATE OF VERMONT, its successors and assigns, to its own use and behoof forever; and the said Grantor, The Nature Conservancy, for itself and its successors and assigns does covenant with the said Grantee, the STATE OF VERMONT, its successors and assigns, that until the ensembling of these presents that it is the

sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; EXCEPT AS HEREIN STATED and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, The Nature Conservancy hereunto set its corporate hand and seal this 28th day of DECEMBER, 1994.

In Presence of:

Manaf Rowa
LEE MEINDICKE

THE NATURE CONSERVANCY

Laura A. Johnson
By: Laura A. Johnson
Its: Regional Director

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS:

On this 28th day of DECEMBER, 1994, before me personally appeared Laura A. Johnson, to me personally known, who being by me duly sworn did say that she is the Regional Director of The Nature Conservancy, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Jeffrey S. Larson (seal)
Notary Public
My Commission Expires:

JEFFREY S. LARSON
Notary Public
My Commission Expires April 1, 1999

RECEIVED FOR RECORD
DATE December 30 AD 1994
AT 10 O'CLOCK 00 MIN. A. M.
AND RECORDED IN Reading
BOOK 52 PAGE 11 OF LAND RECORDS
ATTEST Gene S. Goodhouse
Asst. Town Clerk of Reading, VT.

PLYMOUTH TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
DATE Jan 12, 1995 TIME 10:35 AM
RECORDED IN BOOK 69 PAGE 171-173
ATTEST Chyllis B. Martin TOWN CLERK

Vermont Property Transfer Tax 32, V.S.A. Chap. 231
- ACKNOWLEDGMENT -
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd -
Vt. Land Use & Development Plans Act. Cert. Rec'd
Signed Chyllis B. Martin, Clerk
Date Jan 12, 1995 Time 10:35 AM

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, the Vermont Housing and Conservation Board ("VHCB"), a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. §311 (the "Act"), provides grants and loans to eligible entities for projects which fulfill the dual goals of creating affordable housing for Vermonters and conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, eligible activities under the Act include, but are not limited to, the protection of important wildlife habitat and important natural areas, the preservation of historic properties or resources and the protection of areas suited for outdoor public recreational activity;

WHEREAS, the State of Vermont, acting through the Department of Fish and Wildlife (the "Department") wishes to acquire conservation land consisting of approximately 55 acres surrounding Reading Pond in the Towns of Reading and Plymouth, for addition to the Arthur Davis Wildlife Management Area, said land currently being owned by The Nature Conservancy ("TNC"); and

WHEREAS, VHCB, the Department and TNC have entered into Amended Grant Agreement #90-102A which provides, in part, that VHCB will make a grant in the amount of One Hundred Twenty Thousand Dollars (\$120,000) to the Department and the Department will use such funds to acquire the aforementioned land from TNC, subject to this Grant.

KNOW ALL PERSONS BY THESE PRESENTS, that The Nature Conservancy, a nonprofit corporation organized under the laws of the District of Columbia (hereinafter, the "Grantor"), pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155, and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the Vermont Housing and Conservation Board, a public instrumentality of the State of Vermont, and its respective successors and assigns (hereinafter, the "Grantee"), the development rights and a perpetual conservation easement and restrictions (all as more particularly set forth below) in a certain tract of land situated in the Towns of Reading and Plymouth, County of Windsor and State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein (hereinafter, the "Protected Property").

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 consists 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 these covenants shall constitute a servitude upon and shall run with the land.

I. Purposes of the Grant; Management Plan.

Grantor and Grantee acknowledge that the "Purposes of this Grant" are as follows:

- 1) Consistent with the goals set forth in 10 V.S.A. §6301, the primary purpose of this Grant is to conserve and protect the scenic, wildlife, forestry, open space and natural resources of the Protected Property and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
- 2) As a secondary purpose, to ensure public access to the Protected Property and provide opportunities for public outdoor recreation and educational activities and to permit the construction and maintenance of public trails and structures incident to appropriate public recreational use.

These purposes will be advanced by conserving the Protected Property because it has an undeveloped shoreline on Reading Pond with natural, scenic and recreational values. Grantor shall develop a management plan for the Protected Property, which shall be consistent with the Purposes of this Grant (the "Management Plan"). The Management Plan shall be developed, and future amendments or updates to the Management Plan shall be made, with appropriate public input. Such input shall be consistent with applicable laws, regulations, policies and procedures governing ownership and management of the Protected Property. Copies of the Management Plan, including any amendments or updates thereto, shall be provided to Grantee.

II. Restricted Uses of Protected Property.

1. The Protected Property shall be maintained in its natural condition as a public conservation area in perpetuity. No residential, commercial, industrial or mining activities shall be permitted. No building or structures shall be constructed, created, erected or moved onto the property, except as permitted by the Management Plan.

2. No rights-of-way, easements of ingress or egress, driveways, roads or utility lines shall be constructed, developed or maintained into, on, over, under or across the Protected Property, except as specifically permitted hereunder.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed; provided, however, that Grantor may erect and maintain reasonable signs indicating the name of the property, boundary markers, directional signs, signs informing the public about reasonable use, memorial plaques, or historical markers.

4. Except as permitted by the Management Plan or as may be reasonably necessary to carry out the uses permitted by the Management Plan, there shall be no disturbance of the surface of the Protected Property 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. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

5. The Protected Property shall not be leased, subdivided or conveyed without the prior written permission of Grantee.

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

III. Permitted Uses of the Protected Property.

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

7. The right to conduct all activities allowed by the Management Plan, provided that such activities are reasonably necessary to carry out the Purposes of this Grant. Such activities may include, but are not necessarily limited to timber and vegetative management, and wildlife and recreational improvement.

8. The right to clear, construct, repair, maintain and replace roads, structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that such roads, structures or facilities are used for purposes allowed by the Management Plan.

9. The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property, except where such disturbance is made in order to improve drainage, reduce soil erosion or improve the Protected Property.

IV. Miscellaneous Provisions.

10. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations. It is also hereby agreed that Grantor shall consult with the Vermont Division for Historic Preservation (or any successor historic preservation expert identified by the Division) concerning the protection of historic properties or resources and underwater historic properties, as defined in 22 V.S.A. §701, on or near the Protected Property.

11. Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts,

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. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition.

12. 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. Grantor and Grantee specifically acknowledge and agree that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly that the appropriate remedy in the event of non-compliance with this Grant shall be the specific performance of this Grant and 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 rights or remedies or be construed as a waiver.

13. Grantee shall transfer the development rights and conservation restrictions conveyed by Grantor herein only to a state agency or qualified organization, as defined in Title 10 V.S.A. §6301a, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

14. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to the grant of development rights and conservation easement, 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. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

15. Grantee shall be entitled to rerecord this Grant or to record a notice making reference to the existence of this Grant, in the Land Records of the Town(s) in which the Protected Property is located, as may be necessary to satisfy the requirements of the Marketable Record Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

16. The term "Grantor" shall include the successors and assigns of the original Grantor. The term "Grantee" shall include the respective successors and assigns of the original Grantee.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD all right and title in and to said granted development rights

and conservation easement and restrictions, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to their own use and behoof forever; and Grantor, for itself and its successors and assigns, does covenant with Grantee, its successors and assigns, that until the ensembling of these presents, Grantor is the sole owner of the Protected Property, and has good right and title to convey the same in the manner aforesaid, that the Protected Property is free from every encumbrance, and Grantor hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent on this 28th day of DECEMBER, 1994.

IN THE PRESENCE OF

THE NATURE CONSERVANCY

Margaret Cowan
Witness

By: [Signature]
Its Duly Authorized Agent

LEE MENDICEE
Witness

MASSACHUSETTS
STATE OF VERMONT
COUNTY OF SUFFOLK, SS.

At Boston, Massachusetts, Vermont, on this 28 day of DECEMBER, 1994, personally appeared LAURA A. JOHNSON, duly authorized agent of The Nature Conservancy, and ~~he~~she acknowledged this instrument, by ~~his~~her sealed and subscribed, to be ~~his~~her free act and deed and the free act and deed of The Nature Conservancy.

Before me, [Signature]
JEFFREY S. LARSON Notary Public
My Commission Expires: 4/1/99

Approved by the Vermont Housing and Conservation Board:

11/17/94
Date

By: [Signature]
Its Duly Authorized Agent

EXHIBIT "A"

Schedule of Encumbrances for lands and premises owned by The Nature Conservancy in Plymouth and Reading, Vermont:

1) The right of the State of Vermont, its successors and assigns, to the land under Reading Pond, together with the right to impound additional waters through the repair and improvement of the existing dam and the right to raise and lower the level of Reading Pond, all as set forth in the Warranty Deed from Atkinson-Davis Corporation to The Nature Conservancy dated February 7, 1992 and recorded the same date in Book 63 at Page 433 of the Plymouth Land Records and February 19, 1992 in Book 49 at Page 141 of Reading Land Records.

2) The possibility that a portion of the subject lands and premises may be "lease land" held under perpetual lease.

3) The subject premises appear to be subject to a Building Restriction with respect to the construction of any dwelling on the lands with a Grand List value of less than \$1,000 as referenced in the Deed of Atkinson-Davis Corporation to the State of Vermont dated December 17, 1959 and recorded in Book 27 at Page 407 of the Plymouth Land Records and in Book 42 at Page 38 of the Reading Land Records.

SCHEDULE A

Protected Property

A parcel of land surrounding Reading Pond, being situate in the Towns of Plymouth and Reading, Windsor County, Vermont, as more particularly described in a Warranty Deed of Atkinson-Davis Corporation, a New Hampshire corporation, dated and recorded February 7, 1992, in Book 63, Page 433 of the Plymouth Land Records, and recorded February 19, 1992, in Book 49, Page 141 of the Reading Land Records.

TO THE TOWN OF PLYMOUTH
FROM THE RECORDS

SCHEDULE A

Protected Property

A parcel of land surrounding Reading Pond, being situate in the Town of Plymouth, Reading, Windsor County, Vermont, as more particularly described in a Warranty Deed of Addison Davis Corporation, New England Electric Corporation, dated and recorded February 1, 1922, in Book 43, Page 133 of the Plymouth Land Records, and recorded February 19, 1922, in Book 43, Page 141 of the Reading Land Records.

RECEIVED FOR RECORD
DATE December 30 AD 1994
AT 10 O'CLOCK 00 MIN. 7 M.
AND RECORDED IN Reading
BOOK 50 PAGE 67 OF LAND RECORDS
ATTEST Gene A. Handhouse
Asst. Town Clerk

PLYMOUTH TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
DATE Jan 12, 1995 TIME 10:35 AM
RECORDED IN BOOK 69 PAGE 165-170
ATTEST Phyllis B. Martin TOWN CLERK

Vermont Property Transfer Tax 32, V.S.A. Chap. 231
- ACKNOWLEDGMENT -
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd -
Vt. Land Use & Development Plans Act. Cert. Rec'd
Signed Phyllis B. Martin, Clerk
Date 1-12-95 Time 10:35 AM

Exception lots

CONSERVATION AGREEMENT

(Arthur Davis Wildlife Management Area - Inholdings)

WHEREAS, the Vermont Housing and Conservation Board (the "Board") is a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. §311 (the "Act"), which provides grants and loans to eligible entities for projects which fulfill the dual goals of creating affordable housing for Vermonters and conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, eligible activities under the Act include, but are not limited to, the protection of important wildlife habitat and important natural areas, the preservation of historic properties or resources and the protection of areas suited for outdoor public recreational activity;

WHEREAS, the Department of Fish and Wildlife of the Agency of Natural Resources of the State of Vermont (the "State") is entrusted with implementing the policy and purposes of Chapter 103 of Title 10, including the policy of the State that the protection, propagation, control, management and conservation of fish, wildlife and fur-bearing animals in this state is in the interest of the public welfare, and that safeguarding of this valuable resource for the people of Vermont requires a constant and continual vigilance;

WHEREAS, the State is the owner of certain land in the **Towns of Reading and Plymouth** know as the **Arthur Davis Wildlife Management Area** and the State plans to acquire certain inholdings consisting of approximately 55 acres (the "Inholdings") and located within the boundary of the Wildlife Management Area;

WHEREAS, the State and the Board have signed Grant Agreement #93-065 (the "Grant Agreement"), an independent, enforceable contract which requires that in return for a grant from the Board in the amount of up to Sixty Seven Thousand Eight Hundred Fifty Dollars (\$67,850) the State shall keep the property in public ownership as part of the Wildlife Management Area;

WHEREAS, the Grant Agreement requires the State to complete a management plan for the Inholdings within four (4) months from the date of this Agreement; and

WHEREAS, the State and the Board agree that purposes of this Agreement are as

follows:

- 1) The primary purpose is to conserve and protect the scenic, wildlife, forestry, recreational, open space, historic and natural resources of the Protected Property, as hereinafter described, and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
- 2) As a secondary objective, to ensure public access to the Protected Property and to allow public outdoor recreation and educational activities and to permit the construction and maintenance of public trails and structures incident to appropriate recreational public use.
- 3) These objectives will be advanced by conserving the Protected Property because it is part of the undeveloped Arthur Davis Wildlife Management Area with natural, scenic and recreational values.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the State of Vermont, acting through the Agency of Natural Resources, Department of Fish and Wildlife, on behalf of itself and its successors and assigns (the "State"), in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction by the Vermont Housing and Conservation Board, a public instrumentality of the State of Vermont, and its respective successors and assigns (the "Board"), agrees that the following perpetual restrictions (all as more particularly set forth below) shall apply to those certain tracts or parcels of land (the "Protected Property") situated in the Towns of Reading and Plymouth, County of Windsor and State of Vermont, said Protected Property being more particularly described as follows:

Being all and the same land and premises conveyed to the State of Vermont by Warranty Deed of the Atkinson-Davis Corporation executed on the 29th day of OCTOBER, 1993 and to be recorded in the Land Records of the Towns of Reading and Plymouth, consisting of the so-called exception lots 5, 6, 8, 12 and 14, and including of a total of 55 acres, more or less.

Restricted Uses of the Protected Property. The restrictions hereby imposed upon the Protected Property and the acts which the State shall do or refrain from doing, are as follows:

1. The Protected Property shall be maintained in its natural condition as a public conservation and wildlife management area in perpetuity as part of the Arthur Davis Wildlife Management Area. No residential, commercial, industrial or mining activities shall be permitted and no building or structures shall be constructed, created, erected or moved onto the property, except as permitted by the Management Plan required by paragraph 6 of this Agreement (the "Management Plan").

2. No new private rights-of-way, easements of ingress or egress, driveways, roads or utility lines shall be constructed, developed or maintained into, on, over, under or across the Protected Property, except as permitted by the Management Plan.

3. There shall be no signs, billboards, or outdoor advertising erected or displayed except as permitted by the Management Plan and consistent with State policies and procedures governing the erection, maintenance and removal of signs on property owned by the State.

4. Except as permitted by the Management Plan or as may be reasonably necessary to carry out the uses permitted by the Management Plan, there shall be no disturbance of the surface of the Protected Property 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. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

5. The Protected Property shall not be leased, subdivided or conveyed without the prior written permission of the Board.

Permitted Uses of the Premises. Notwithstanding the foregoing, the State shall have the right to make the following uses of the Protected Property:

6. The right to conduct all activities allowed by a comprehensive management and operating plan for the Arthur Davis Wildlife Management Area (the "Management Plan") or a draft interim plan. Such activities may include but are not limited to those activities related to timber and vegetative management, and wildlife and recreational improvement. The draft interim plan shall be completed within four (4) months of the date of this Agreement, or on a date mutually acceptable to the State and Board, and shall be provided to the Board for its review and approval, which approval shall not be unreasonably withheld as long as it is consistent with the purposes of this Agreement, stated above. However, no Board approval shall be required for the Management Plan described herein as long as it is consistent with the purposes of this Agreement, stated above. Future amendments or updates to the Management Plan shall be made with appropriate public input. Such input shall be consistent with applicable laws, regulations, policies or procedures governing the State of Vermont's ownership and management of property. Amendments or updates shall become the valid Management Plan of the Protected Property for purposes of this Agreement. Copies of the Management Plan, including any amendments or updates thereto, shall be provided to the Board.

7. The right to clear, construct, repair, maintain and replace roads, structures or facilities, together with necessary parking lots, access drives and utilities, on the Protected Property, provided that such roads, structures or facilities are used for purposes allowed by the Management Plan.

Miscellaneous Provisions

8. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Agreement, shall be in accordance with all applicable ordinances, statutes and regulations of the Towns of Reading and Plymouth and the State of Vermont. It is also hereby agreed that the State shall consult with the Vermont Division for Historic Preservation (or any successor historic preservation expert identified by the Division) concerning the protection of historic properties or resources and underwater historic properties, as defined in 22 V.S.A. §701, on or near the Arthur Davis Wildlife Management Area.

9. The Board shall make reasonable efforts from time to time to assure compliance by State with all of the covenants and restrictions herein. In connection with such efforts, the Board may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, the Board shall have the right of reasonable access to the Protected Property. In the event that the Board becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Board shall give notice to State of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by the State sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition.

10. Failure by the State to cause discontinuance, abatement, or such other corrective action as may be demanded by the Board within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Board to bring an action in a court of competent jurisdiction to enforce the terms of this Agreement. The State and Board specifically acknowledge and agree that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly that the appropriate remedy in the event of non-compliance of this Agreement shall be the specific performance of this Agreement and 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 the Board at law, in equity, or through administrative proceedings. No delay or omission by the Board in the exercise of any right or remedy upon any breach by State shall impair the Board's rights or remedies or be construed as a waiver.

11. This Agreement may be amended with the express written permission of both State and Board, provided that such amendment is consistent with the Act, Chapter 83 of Title 10 and Chapter 155 of Title 10.

IN WITNESS WHEREOF, I set my hand and seal this 27th day of October, 1993.

Signed, sealed and delivered
In The Presence Of:

STATE OF VERMONT

Angelo Inzerpi
Duly Authorized Agent

Witness

Shirley Murphy

Witness

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At WATERBURY, this 27th day of OCTOBER, 1993,
Angelo INZERPI 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 the State of
Vermont.

Before me, Joseph M. Healy
Notary Public

My commission expires: 7/10/95

IN WITNESS WHEREOF, I set my hand and seal this 28th day of Oct., 1993.

Signed, sealed and delivered
In The Presence Of:

VERMONT HOUSING AND
CONSERVATION BOARD

John A. McFendon Jr.
Witness

Gustave Seelig
Gustave Seelig, Authorized Agent

Daniel Boyd
Witness

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At Montpelier, this 28th day of October, 1993 Gustave Seelig personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be in free act and deed and the free act and deed of the VERMONT HOUSING AND CONSERVATION BOARD.

Before me, Daniel Boyd
Notary Public

My commission expires: February 10, 1995

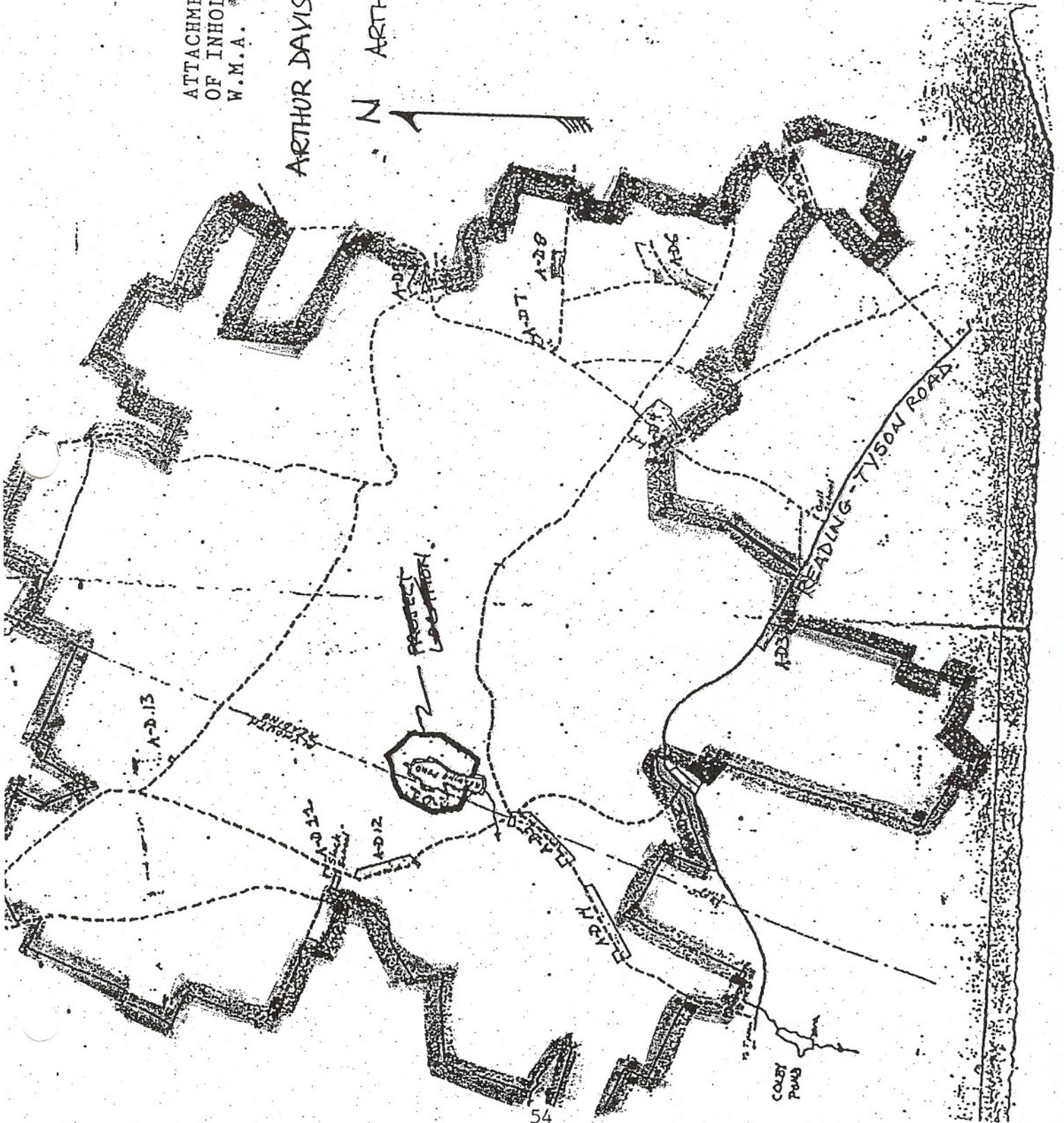
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NOV 11 1993 53

ATTACHMENT #4 - LOCATION
OF INHOLDINGS, ARTHUR DAVIS
W.M.A.

ARTHUR DAVIS INHOLDING PROTE

AND
ARTHUR DAVIS WMA
BOUNDARY



PLYMOUTH TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

DATE 11/01/93 TIME 8:30 AM.

RECORDED IN BOOK 67 PAGE 25-30

Margaret Brady TOWN CLERK
Asst.

RECEIVED FOR RECORD

DATE 11-15 AD 1993

AT 10 O'CLOCK 30 MIN. + M.

AND RECORDED IN READING

BOOK 57 PAGE 319 OF LAND RECORDS

ATTEST Walter D. Wall

Town Clerk of Reading, VT

Exception Lots

Vermont Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That Atkinson-Davis Corporation, a New Hampshire Corporation with a place of business in Hartland, Windsor County, Vermont, Grantor, in the consideration of one dollar and other good and valuable consideration, paid to its full satisfaction by the State of Vermont, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said grantee, the State of Vermont and its successors and assigns forever, certain pieces or parcels of land situate in Plymouth and Reading, Windsor County, Vermont, being the so-called exception lots 5, 6, 8, 12 and 14, described as follows:

5. A parcel of land situate in both the town of Plymouth and the town of Reading, being a portion of the so-called Dunlap farm, the so-called Hosley place and the so-called Sheldon farm, commencing at a point in the center of the bridge crossing Barker Brook, so-called, thence following the center line of the highway three courses as follows;

- (1) N 12° 45' E., 51.7 ft. to a point
- (2) N 26° 15' W., 127.7 ft. to a point
- (3) N 13° 15' W., 60.9 ft. to a point
- thence S 87° 00' W., 8.6 ft. to a steel post
- thence S 87° 00' W., 191.4 ft. to a steel post
- thence N 01° 00' W., 177.1 ft. to a steel post
- thence S 83° 45' E., 183.5 ft. to a steel post
- thence S 78° 00' E., 194.3 ft. to a steel post
- thence S 07° 00' E., 446.0 ft. to a steel post
- thence S 45° 15' W., 1715.5 ft. to a steel post
- thence N 33° 00' W., 177.4 ft. to a steel post
- thence N 33° 00' W., 30.7 ft. to a steel post
- thence N 33° 00' W., 191.9 ft. to a steel post
- thence N 50° 00' E., 244.8 ft. to a steel post
- thence S 45° 00' E., 193.3 ft. to a steel post
- thence S 45° 00' E., 6.7 ft. to the center line of the highway
- thence following the center line of the highway five courses as follows:
- (1) N 44° 00' E., 244.5 ft. to a point
- (2) N 43° 00' E., 270.7 ft. to a point
- (3) N 48° 45' E., 350.0 ft. to a point
- (4) N 43° 45' E., 189.9 ft. to a point
- (5) N 41° 45' E., 297.1 ft. to the point of beginning.

6. A portion of the so-called Fay place situate entirely in the town of

Reading, commencing at a point in the center of the highway in the line between the said Fay place and the so-called Williams land,

thence N 85° 30' E., 11.3 ft. to a steel post

thence following an old stone wall eight courses as follows:

- (1) N 85° 30' E., 268.9 ft. to a point
- (2) N 11° 15' E., 232.5 ft. to a steel fence post
- (3) N 66° 30' E., 155.5 ft. to a point
- (4) N 61° 30' E., 322.1 ft. to a steel fence post
- (5) N 77° 00' E., 263.1 ft. to a steel post
- (6) S 06° 15' W., 97.4 ft. to a steel post
- (7) S 15° 45' W., 122.5 ft. to a point
- (8) S 21° 15' W., 215.2 ft. to a steel post

thence S 21° 15' W., 9.1 ft. to the center line of the highway

thence following the center line of the highway three courses as follows:

- (1) S 74° 00' W., 177.1 ft. to a point
- (2) S 60° 30' W., 97.8 ft. to a point
- (3) S 54° 15' W., 338.5 ft. to a point

thence S 02° 00' E., 14.2 ft. to a steel post

thence S 02° 00' E., 234.3 ft. to a steel post

thence S 02° 00' E., 295.6 ft. to a steel post in an old stone fence line,

thence following said stone fence line eight courses as follows:

- (1) N 80° 45' W., 107.6 ft. to a point
- (2) S 25° 30' W., 515.8 ft. to a point
- (3) S 16° 15' W., 152.6 ft. to a point
- (4) S 06° 45' W., 153.5 ft. to a steel post
- (5) S 83° 00' W., 198.5 ft. to a point
- (6) N 70° 30' W., 148.7 ft. to a point
- (7) N 12° 00' E., 13.3 ft. to a point
- (8) N 63° 45' W., 48.1 ft. to a steel post

thence N 22° 00' E., 111.7 ft. to a point in the center line of the highway

thence following the center line of the highway eleven courses as follows:

- (1) N 06° 15' E., 64.9 ft. to a point
- (2) N 17° 30' E., 59.3 ft. to a point
- (3) N 25° 00' E., 83.2 ft. to a point
- (4) N 26° 45' E., 97.6 ft. to a point
- (5) N 19° 15' E., 96.4 ft. to a point
- (6) N 36° 45' E., 146.5 ft. to a point
- (7) N 27° 00' E., 82.0 ft. to a point
- (8) N 25° 00' E., 174.3 ft. to a point
- (9) N 03° 45' E., 204.6 ft. to a point
- (10) N 03° 45' W., 147.8 ft. to a point
- (11) N 06° 00' E., 198.0 ft. to the place of beginning.

8. A portion of the aforesaid Williams land situate entirely in the town of Reading and known as the Rich place, commencing at a point in the center of the

highway leading to Bailey Mills,
thence N 07° 45' E., 18.2 ft. to a steel post
thence N 07° 45' E., 268.6 ft. to a point in the line of a stone wall
thence S 61° 45' E., 695.6 ft. to a steel post
thence S 28° 15' W., 256.5 ft. to a steel post
thence S 28° 15' W., 21.5 ft. to a point in the center line of the highway
thence N 61° 45' W., 596.6 ft. to the point of beginning.

12. A portion of the so-called Walter Slack farm and the so-called Eben Slack farm situate entirely in the town of Plymouth, commencing at a point in the highway leading southerly from the so-called Slack School
thence S 63° 15' E., 16.7 ft. to the end of an old stone wall
thence following said stone wall S 63° 15' E., 183.3 ft. to a point
thence S 15° 30' E., 1340.0 ft. to a steel post
thence S 41° 00' W., 183.5 ft. to a steel post
thence S 41° 00' W., 33.0 ft. to a steel post
thence S 41° 00' W., 183.5 ft. to a steel post
thence N 49° 00' W., 102.8 ft. to a steel post
thence N 41° 00' E., 183.5 ft. to a steel post
thence N 41° 00' E., 16.5 ft. to the center line of the aforesaid highway
thence following the center line of the aforesaid highway nine courses as follows:

- (1) N 49° 00' W., 41.4 ft. to a point
- (2) N 33° 00' W., 136.2 ft. to a point
- (3) N 18° 00' W., 108.6 ft. to a point
- (4) N 07° 15' W., 457.3 ft. to a point
- (5) N 19° 00' W., 334.2 ft. to a point
- (6) N 07° 00' W., 62.8 ft. to a point
- (7) N. 27° 45' W., 183.1 ft. to a point
- (8) N 05° 30' E., 115.9 ft. to a point
- (9) N 22° 00' E., 129.6 ft. to the point of beginning.

14. A portion of the so-called Boynton place and the so-called Dunlap farm situate entirely in the town of Plymouth, commencing at a point in the center line of the highway leading southerly to the Tyson-South Reading road,
thence S 44° 00' E., 17.9 ft. to a steel post
thence S 44° 00' E., 182. 1 ft. to a point
thence S 37° 15' W., 2055.5 ft. to a steel post
thence N 50° 45' W., 185.3 ft. to a point
thence N 50° 45' W., 27.4 ft. to a point
thence N 50° 45' W., 187.5 ft., to a steel post
thence N 35° 45' E., 246.5 ft. to a steel post
thence S 64° 00' E., 185.9 ft. to a steel post
thence S 64° 00' E., 14.1 ft. to the center of the aforesaid highway
thence following the center line of the aforesaid highway five courses as follows:

- (1) N 27° 30' E., 321.1 ft. to a point

- (2) N 35° 30' E., 379 .8 ft. to a point
- (3) N 39° 15' E., 339.8 ft. to a point
- (4) N 38° 45' E., 517.7 ft. to a point
- (5) N 47° 45' E., 234.9 ft. to the point of beginning.

The lands above described are shown on a map of such lands by Lee H. Lowell attached hereto and made a part hereof, a copy of which map is recorded in the land records of the towns of Reading and Plymouth.

All bearings in the aforesaid description are Magnetic (1959).

Meaning and intending to convey a portion of the land and premises conveyed by Davis and Symonds Lumber Company to Atkinson-Davis Corporation by quitclaim deed dated November 30, 1955, recorded in Book 28, Page 453 of the Plymouth Land Records and recorded in Book 35, Page 426-428 of the Reading Land Records, and being Lots 5, 6, 8, 12, and 14 excepted in the warranty deed of Atkinson-Davis Corporation to the State of Vermont in deed dated December 17, 1959, recorded in Book 27, Page 407 of the Plymouth Land Records and recorded in Book 35, Page 443 of the Reading Land Records.

Said premises are conveyed subject to easements, rights of way, covenants and restrictions of record, if any, and subject to the rights of the public and others in and to any highways abutting or running through the property.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the **State of Vermont**, its successors and assigns, to their own use and behoof forever;

And the said Grantor, **Atkinson-Davis Corporation**, for its self and its successors, does covenant with the said Grantee, the **State of Vermont**, its successors and assigns, that until the ensealing 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 they are **FREE FROM EVERY ENCUMBRANCE**, except as above-noted; and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as above-noted.

- (2) N 35° 30' E., 379 .8 ft. to a point
- (3) N 39° 15' E., 339.8 ft. to a point
- (4) N 38° 45' E., 517.7 ft. to a point
- (5) N 47° 45' E., 234.9 ft. to the point of beginning.

The lands above described are shown on a map of such lands by Lee H. Lowell a copy of which map is recorded in the land records of the towns of Reading and Plymouth.

All bearings in the aforesaid description are Magnetic (1959).

Meaning and intending to convey a portion of the land and premises conveyed by Davis and Symonds Lumber Company to Atkinson-Davis Corporation by quitclaim deed dated November 30, 1955, recorded in Book 28, Page 453 of the Plymouth Land Records and recorded in Book 35, Page 426-428 of the Reading Land Records, and being Lots 5, 6, 8, 12, and 14 excepted in the warranty deed of Atkinson-Davis Corporation to the State of Vermont in deed dated December 17, 1959, recorded in Book 27, Page 407 of the Plymouth Land Records and recorded in Book 35, Page 443 of the Reading Land Records.

Said premises are conveyed subject to easements, rights of way, covenants and restrictions of record, if any, and subject to the rights of the public and others in and to any highways abutting or running through the property.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the **State of Vermont**, its successors and assigns, to their own use and behoof forever;

And the said Grantor, **Atkinson-Davis Corporation**, for its self and its successors, does covenant with the said Grantee, the **State of Vermont**, its successors and assigns, that until the ensealing 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 they are **FREE FROM EVERY ENCUMBRANCE**, except as above-noted; and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as above-noted.

Executed this AUGUST 30, 1993.

IN PRESENCE OF:

Atkinson-Davis Corporation

[Signature]
Witness

By: [Signature]
Norman Fauteux, Duly Authorized

[Signature]
Witness

State of New Hampshire
County of Merrimack, SS.

On this 30th day of August 1993, before me, the undersigned officer, personally appeared Norman Fauteux, as duly authorized agent of **Atkinson-Davis Corporation**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged execution of same for the purposes therein contained as the free act and deed of the corporation.

James E. Langille
Notary Public Justice of the Peace
My commission expires: April 28, 1997

FOR RECORD

NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- VCKIOMGEDGWEI -

- ACKNOWLEDGMENT -
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd -
Vt. Land Use & Development Plans Act Cert. Rec'd
Signed Margaret Brady ASST. Clerk
Date 11/01/93 Time 8:30 A.M.

FLYMOUTH TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
DATE 11/01/93 TIME 8:30 A.M.
RECORDED IN BOOK 67 PAGE 19-24
ATTEST Margaret Brady TOWN CLERK

ACKNOWLEDGMENT -
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd -
Vt. Land Use & Development Plans Act Cert. Rec'd
Return No. 144-32-93
Signed WILLIAM B. WELCH Clerk
Date 11-15-93

RECEIVED FOR RECORD
DATE 11-15 AD 1993
AT 10 O'CLOCK 25 MIN. A M.
AND RECORDED IN READING
BOOK 50 PAGE 363 OF LAND RECORDS
ATTEST WILLIAM B. WELCH
Town Clerk of Reading, VT

JUN 1 1982

Act. Jarvis W. W. G. (#502)

Kevin Koff

ATKINSON-DAVIS CORP.

to

THE STATE OF VERMONT

WARRANTY DEED

Reading, Vt. Town Clerk's
Office Dec. 24, A.D. 1959
at 11:30 o'clock A.M.
Received for record and
recorded in Book 35, Pages
443-451 of Reading Land
Records.

Attest:

Nancy D. McFadden
Town Clerk

Plymouth Town Clerk's Office
Received for record February
18, A.D. 1960 at 11 o'clock
15 minutes A.D. Recorded in
Book 27 Page 407-414 of
Plymouth Land Records

Attest:

Ella B. Ward
Town Clerk

KNOW ALL MEN BY THESE PRESENTS that Atkinson-Davis Corporation, a New Hampshire corporation, having its principal office at Claremont in the County of Sullivan and State of New Hampshire, GRANTOR, in the consideration of Fifteen Thousand Six Hundred Eighty-Eight Dollars, paid to its full satisfaction by The State of Vermont, a Sovereign State, GRANTEE, by these presents do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, The State of Vermont, its successors and assigns forever, a certain piece or parcel of land situate in Plymouth and Reading in the County of Windsor and State of Vermont, described as follows, viz:

All of the so-called Mount Tom land now owned by the Grantor herein being a portion of the lands described in deed from Mount Tom Sulphite Pulp Company to Davis & Symonds Lumber Co. dated December 14, 1953, recorded in Plymouth Land Records Book 26, Page 199, and in Reading Land Records Book 32, Page 428, excepting and reserving therefrom the following described parcels of land:

1. A parcel of land nearly surrounding Reading Pond being situate in both towns aforesaid and being more particularly described as follows:
Commencing at a point near the low water mark of Reading Pond on the westerly shore line thereof,
thence N 66° 00' W., 22.0 ft. to a steel fence post
thence N 66° 00' W., 200.0 ft. to a point in or near the Plymouth-Reading town line,
thence N 66° 00' W., 290.0 ft. to a steel fence post near the easterly line of a road,
thence N 66° 00' W., 10.0 ft. to a point in the center line of said road,
thence N 08° 30' W., 675.0 ft. to a point,
thence N 22° 00' E., 925.0 ft. to a point,
thence N 70° 30' E., 740.0 ft. to a point on or near the aforesaid Plymouth-Reading town line,
thence N 70° 30' E., 430.0 ft. to a steel fence post,
thence S 47° 30' E., 800.0 ft. to a steel fence post,
thence S 02° 30' E., 725.0 ft. to a steel fence post,
thence S 33° 00' W., 1165.0 ft. to a steel fence post,
thence N 82° 00' W., 380.0 ft. to a 30-inch blazed maple tree near the low water line of said Reading Pond,
thence northerly, westerly and southerly following the low water line of Reading Pond to the point of beginning, which said point of beginning bears N 82° 00' W., 494.0 ft. from the last described corner.

2. Situate entirely in the town of Reading and being a portion of the so-called Buswell Place, commencing at a point in the center line of the highway leading from So. Reading to Tyson at the most southerly corner of said Buswell Place,
thence N 18° 30' E., 26.7 ft. to a steel fence post
thence crossing a small brook and following an old stone wall N 18° 30' E., 223.0 ft. to a point
thence N 67° 45' E., 1165.0 ft. to a steel fence post
thence N 73° 30' E., 787.0 ft. to a steel fence post
thence N 38° 30' E., 878.0 ft. to a steel fence post
thence N 82° 00' E., 494.0 ft. to a steel fence post
thence S 06° 30' W., 210.0 ft. to a steel fence post
thence S 06° 30' W., 27.7 ft. to the center line of the aforesaid South Reading-Tyson highway,
thence following the center line of said highway three courses

14. A portion of the so-called Boynton place and the so-called Dunlap farm situate entirely in the town of Plymouth, commencing at a point in the center line of the highway leading southerly to the Tyson-South Reading road,

thence S 44° 00' E., 17.9 ft. to a steel post
thence S 44° 00' E., 182.1 ft. to a point
thence S 37° 15' W., 2055.5 ft. to a steel post
thence N 50° 45' W., 185.3 ft. to a point
thence N 50° 45' W., 27.4 ft. to a point
thence N 50° 45' W., 187.3 ft. to a steel post
thence N 35° 45' E., 246.5 ft. to a steel post
thence S 64° 00' E., 185.9 ft. to a steel post
thence S 64° 00' E., 14.1 ft. to the center of the afore-

said highway

thence following the center line of the aforesaid highway

five courses as follows:

- (1) N 27° 30' E., 321.2 ft. to a point
- (2) N 35° 30' E., 379.8 ft. to a point
- (3) N 39° 15' E., 339.8 ft. to a point
- (4) N 38° 45' E., 517.7 ft. to a point
- (5) N 47° 45' E., 234.9 ft. to the point of beginning.

The lands above excepted and reserved from this conveyance are shown on a map of such lands by Lee H. Lowell attached hereto and made a part hereof, a copy of which map will be recorded with the record of this deed in the towns of Reading and Plymouth.

All bearings in the aforesaid description are Magnetic (1959).

The Grantor reserves unto itself and its successors and assigns forever all the timber or other forest products which may at any time grow on the within granted premises, including all standing timber, trees and other forest products which may be planted or commence to grow at any time hereafter, together with the perpetual right to enter upon, through and across said lands for the purpose of cutting and removing said timber and other forest products, together with the perpetual right of ingress and egress in, to, upon and from said lands for the Grantor's agents, employees, vehicles and machinery. The Grantor further reserves the right to construct such roads as may be necessary to cut and remove said timber and other forest products, together with the perpetual right to erect and maintain and later remove such buildings and portable to semi-portable saw mills as may be convenient and necessary for the cutting and removing of said timber or other forest products, including the clearing of a lumber drying yard, if necessary or beneficial to the Grantor, its successors and assigns. The Grantor agrees to remove the buildings, vehicles and machinery from said premises as soon as convenient after each cutting or harvesting, it being the intent of this reservation to reserve to the Grantor and its successors and assigns forever all of the timber or other forest products now growing, or which may hereafter grow, or to be planted to grow in the future, as well as the rights and easements set forth above. (The Grantor also reserves all mineral rights on the lands hereby conveyed.)

This conveyance is made subject to all existing utility and highway easements of record.

The Grantor agrees that the timber and other forest products hereinbefore reserved and excepted shall be harvested in accordance with acceptable forest practices existing at the time of such harvest.

There is included in this conveyance all of the Grantor's title to the lands lying under Reading Pond, together with the

right to impound additional waters through the repair and improvement of the existing dam, it being understood that the said dam shall have a spillway not to exceed a height of 100.0 based upon a bench mark of 100.16 as established at an 18-inch yellow birch tree at or near the southwesterly end of the present dam. There is included in this conveyance the right to lower the level of Reading Pond at such times as sound fisheries management may require.

It is agreed that the taxes upon the land hereby conveyed shall be paid by the Grantee and that the Grantor shall pay taxes which may be assessed upon the aforesaid timber and other forest products growing or harvested on said lands. The Grantee agrees to pay all lease rentals in full without regard to division of land and timber rights.

There is included in this conveyance the right to maintain by the use of chemicals or other means such open areas as now exist and to release all existing apple trees for wild life consumption where such practices will be beneficial to game production.

A portion of the lands hereby conveyed are held under perpetual lease and as to such lands the covenants of warranty hereinafter expressed shall apply only so far as appropriate to lease lands generally.

There is included in this conveyance the right to construct and maintain such roads and parking areas as may be required for game and fire protection and also the right to construct dams for the management of fish and game.

It is agreed that no such dam, other than the dam at the outlet of Reading Pond, shall be erected which will cause the flooding of an area greater than 30 acres or that will mean the removal and destruction of a good potential forest crop without the permission of the Grantor herein, its successors and assigns.

It is agreed that the Grantor herein shall not permit the erection of a permanent dwelling on any of the lands hereby reserved and excepted which shall be entered into the Grand List at a value of less than \$1,000.00.

Both parties hereto, their successors and assigns, shall have common use of such road building materials as may be found on the lands hereby conveyed, provided such materials are used exclusively for the construction and maintenance of roads, parking areas, landings and related improvements on the lands hereby conveyed.

All existing roads, whether or not presently owned by the respective towns, shall be for the common use of both parties to this conveyance, their successors and assigns. Where such roads are located on any of the excepted parcels above described such roads or rights of way shall be for the joint use of the parties hereto and this provision shall be a covenant running with the land.

It is agreed that the Grantor shall hereafter give to the Grantee a quit claim deed containing a metes and bounds description of the lands hereby conveyed, such description to be prepared at the expense of the Grantee.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, The State of Vermont, its successors and assigns, to its own use and behoof forever, and the said Grantor, Atkinson-Davis Corporation,

for itself and its successors and assigns, does covenant with the said Grantee, The State of Vermont, its successors and assigns, that until the ensealing of these presents it is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF the said Atkinson-Davis Corporation has caused this instrument to be executed in its name this 17 day of December, A. D. 1959.

In presence of:

Roger Seamans

ATKINSON-DAVIS CORPORATION L.S.

By Arthur A. Davis
Its agent duly authorized

Walter F. Breckenridge

State of New Hampshire)
County of Sullivan, ss.) At Claremont in said County this 17th day of December, A. D. 1959, Arthur A. Davis, duly authorized agent of Atkinson-Davis Corporation, personally appeared and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of Atkinson-Davis Corporation.

Before me,

Walter F. Breckinridge
Notary Public

Approved as to form

Louis P. Peck
Legal Assistant to
Attorney General 12/15/59