

LAW OFFICES OF
RICHARD A. CAWLEY
33 NORTH MAIN STREET
P. O. BOX 723
BRADFORD, VERMONT 05033

ADMITTED TO PRACTICE
VERMONT
NEW HAMPSHIRE

TELEPHONE: (802) 222-9234
FAX: (802) 222-5783

May 20, 2019

Town of Vershire
Gene Craft, Town Clerk
6894 VT Route 113
Vershire, VT 05079

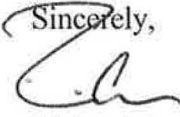
RE: Dwight Hill Forest, LLC to Vermont Agency of Natural Resources, Vershire, VT

Dear Gene:

Enclosed please find the Grant of Environmental Restrictions, Right of Access and Easement dated May 14, 2019; and certified copy of the Consent Order in the matter of *State of Vermont, Agency of Natural Resources v. Green Crow Corporation and Dwight Hill Forest, LLC*, Vermont Superior Court, Washington Unit Docket No. 164-3-19 Wncv, dated May 2, 2019, with all appendices thereto relative to the above referenced matter for recording in the Vershire Land Records.

Also enclosed is a check for \$1,750.00 for the recording fees and prepaid return postage to Downs Rachlin Martin PLLC at their Montpelier office.

Thank you for your assistance and please call if you have any questions.

Sincerely,

Richard A. Cawley

cc: Joshua D. Leckey, Esq.

RAC/rac
Enclosures

**GRANT OF ENVIRONMENTAL RESTRICTIONS,
RIGHT OF ACCESS, AND EASEMENT**

THIS GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT (“Grant”) is made this 14th day of May, 2019, by Dwight Hill Forest, LLC, its successors and assigns (“Grantor”), for the benefit of the State of Vermont (“State”) Agency of Natural Resources, and any successor agencies, (“Agency of Natural Resources” or “ANR”), Grantee.

WITNESSETH:

WHEREAS, Ely Mine, a former copper mine, is situated in on lands and premises owned by Grantor, consisting of 502.7 acres, more or less, located off South Vershire Road, in Orange County, Vermont (the “Parcel”), as more particularly described in **Exhibit A**; and

WHEREAS, the portions of the Grantor’s property subject to these environmental land use restrictions are depicted in **Exhibit B**, and are referred to herein, as the “Parcel;” and

WHEREAS, the United States Environmental Protection Agency (hereinafter “EPA”) has, pursuant to Section 105 of the Comprehensive Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9605, placed on the National Priorities List certain lands and premises located in the Town of Vershire, in Orange County, Vermont, being known as “the Ely Copper Mine Superfund Site” (the “Site”); and

WHEREAS, EPA has divided the Site into the following Operable Units (“OUs”):

- “Operable Unit 1” or “OU1” of the Site includes the waste rock, tailing, and roast beds along with the surface water, soil, and sediment for all areas of the Ely Brook Valley except the Smelter and Slag Areas and any underground shaft and adits.
- “Operable Unit 2” or “OU2” of the Site is the Underground Workings (the tunnels, shafts, adits, and other mine-related features located beneath the ground surface) and associated groundwater and surface water discharge impacts associated with the Underground Mine Workings underlying the former Ely Mine Forest, Inc. 300.5 acre portion of the Parcel.
- “Operable Unit 3” or “OU3” of the Site is the portion of the Underground Mine Workings that extends beneath property formerly owned by Green Crow Corporation and currently owned by Dwight Hill Forest, LLC.

- “Operable Unit 4” or “OU4” of the Site is the smelter/slag area, surface water and sediments of Schoolhouse Brook and Ompompanoosuc River, and groundwater contamination not associated with the Underground Mine Workings.

WHEREAS, EPA selected a response action for OU1 of the Site, including a Remedial Action which is described in a Record of Decision (“OU1 ROD”) dated September 28, 2011. The OU1 ROD includes a requirement to prevent residential use throughout the OU1 area until such time as all contamination exceeding residential risk levels, as defined in the OU1 ROD, is consolidated into two containment cells to be constructed on the Site.

WHEREAS, once the containment cells are constructed, the OU1 ROD requires permanent restrictions on any disturbance to the two cells, monitoring wells, and any other components of the remedial action called for in the OU1 ROD and such permanent restrictions will be added to those established by this Grant once construction of the remedy required by the OU1 ROD is complete; and

WHEREAS, EPA selected an Early Action for OU2 of the Site, to prevent groundwater use within portions of the Site and to prevent residential development of the Smelter/Slag Area of the Site. The areas to be restricted are described in a Memorandum dated September 28, 2011 (“Early Action Memo”); and

WHEREAS, EPA selected a response action for OU2/OU3 of the Site, including a Remedial Action which is described in a ROD dated June 29, 2016 (“OU2/OU3 ROD”). The OU2/OU3 ROD includes a requirement to implement land use restrictions to prevent consumption of the contaminated groundwater in the Underground Workings and to prevent the installation of wells that could draw contaminated water away from the Underground Workings Main Shaft Mine Pool. The land use restrictions will also include protections for components of the remedy (i.e., monitoring wells, passive treatment system).

WHEREAS, EPA has determined in the OU1 ROD, the Early Action Memo, and the OU2/OU3 ROD (hereinafter collectively referred to as the “Remedial Action”) that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at certain portions of the Site, to ensure that future activities on these properties do not interfere with or adversely affect the implementation, integrity or protectiveness of the Remedial Action; and

WHEREAS, the Grantor is on notice that any disturbance of the Parcel which causes migration of hazardous substances within the Site or to locations beyond the

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From Dwright Hill Forest, LLC to the State of Vermont
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Site may result in liability under Vermont's Hazardous Waste Management Statutes and/or CERCLA; and

WHEREAS, Grantee acknowledges and agrees that, subject to the above restriction that Grantor not disturb the Parcel so as to cause the migration of hazardous substances within the Site or to locations beyond the Site, the Grantor retains the right to harvest and manage timber, other wood products and non-timber forest products, and to conduct maple-sugaring operations on the Parcel.

WHEREAS, it is the purpose of this Grant to convey real property rights from the Grantor, to the Grantee, such rights including, but not limited to, easements, rights of access, other rights, obligations, covenants and use restrictions, all of which will run with the Parcel, in perpetuity, to facilitate and to allow the EPA and the Agency of Natural Resources to fully construct, operate, monitor, inspect, evaluate and maintain the Remedial Action and any future response action on the Parcel, including, but not limited to, any measures deemed necessary by the Agency of Natural Resources or EPA to protect human health and the environment; and

WHEREAS, this Grant is required under the terms of the EPA Settlement Agreement entered into between Grantor and EPA, CERCLA Docket No. 01-2016-0001, with an Effective Date of July 21, 2016 ("EPA Settlement Agreement") and the State Consent Order entered into between Grantor and Grantee, ("State Consent Order"),

true and correct copies of which will be recorded with this Grant in the land records in the Town of Vershire, Orange County, Vermont, and

WHEREAS, the Grantor agrees that this Grant will run with the Parcel in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor and Grantee, the Grantor, on behalf of itself, by these presents does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee, and its authorized representatives, successors and assigns, and with WARRANTY, COVENANTS forever, this Grant, which shall apply to the Parcel, as further set forth below.

1. Easement Rights of Access and Grant of Rights to Construct Remedy. Notwithstanding the Restricted Uses and Activities established in Paragraph 2, Grantor grants to Grantee, Grantee's agents, contractors, employees and designees (including but not limited to EPA, EPA's agents, contractors, employees, designees

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and any person performing a response action under the direction of Grantee or EPA) the perpetual right and easement and right of access in, on, upon, to, through, over and under the Parcel for the following purposes:

- a. designing, implementing, constructing, maintaining, operating, monitoring and oversight of all aspects of the Remedial Action and any future response action at or near the Parcel;
- b. conducting any investigation activity, including but not limited to sampling activity, for the Remedial Action and other response action (current or future) at or near the Parcel;
- c. capping and closure and completing post-closure work at or near the Parcel;
- d. drilling, maintaining, repairing, sampling, and abandoning monitoring wells at or near the Parcel;
- e. drilling and performing hydrogeologic work necessary for the design, implementation, construction, operation, and maintenance of the Remedial Action and any future response action at or near the Parcel;
- f. without warranty, the right to use water from any water source on or underlying the Parcel for the purpose of supplying a sufficient quantity of water for the implementation, construction, operation, and maintenance of the Remedial Action and any future response action at or near the Parcel;
- g. maintaining the Remedial Action, and any future response action at or near the Parcel, and all related improvements, including, but not limited to, environmental monitoring, including long-term sampling, testing and treating of contaminated surface waters and groundwater and soils; maintenance of surface water and groundwater diversions; stabilizing slopes; collecting or treating any run-off; excavating contaminated soils, installing storm water controls; cleaning any drainage pipes; mowing or maintaining vegetated covers; removing woody plants; repairing eroded areas; keeping storm water controls free of debris; inspecting and repairing any response action put in place on the Parcel; monitoring compliance with this Grant; and any other activities ANR determines necessary to respond to the release or threatened release of hazardous substances at or from the Site;

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- h. conducting investigations relating to the hydrology, hydrogeology, or contamination at or near the Parcel;
 - i. verifying any data or information submitted to EPA or ANR;
 - j. extracting and permanently removing Borrow Material (as defined in the EPA Settlement Agreement and State Consent Order) from the Parcel in accordance with the EPA Settlement Agreement and State Consent Order;
 - k. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
 - l. determining whether the Parcel is being used in a manner that is prohibited or restricted;
 - m. assessing Green Crow Corporation's and Dwight Hill's compliance with the Settlement Agreement and Consent Order and enforcing the rights of Grantee;
 - n. surveying the Parcel;
 - o. mowing, brush-hogging and clearing of vegetation on the Parcel;
 - p. ingress and egress to and from the Parcel;
 - q. conducting surveys and research related to bat populations at and within the mine, implementing on-site restoration and recovery plans for state and federal endangered bats, and managing public access to the mine, including constructing and maintaining bat-friendly gates at mine adits and shafts.
 - r. implementing, monitoring, maintaining, reporting on and enforcing any institutional controls; and
 - s. all other activities necessary to implement, construct, operate or maintain any remedial investigation, the Remedial Action and any future response action at or near the Parcel.
2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and

obligations shall run with and bind the Parcel in perpetuity. The restrictions set forth below in this paragraph shall not apply to any response action undertaken by EPA or ANR, or their respective agents, representatives, contractors, subcontractors, or employees.

- a. The following Restricted Uses and Activities apply to the Parcel:
 - i. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel.
 - ii. Grantor shall not use the Parcel or conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
 1. Permit public access, without consent of EPA or ANR, during EPA or ANR's implementation of response actions, including monitoring or operation and maintenance activities relating to any response actions;
 2. interfere with any investigations of the environmental conditions at the Site or the Parcel;
 3. cause or exacerbate contamination of the Parcel or contamination of properties other than the Parcel;
 4. pose or present any risk to the implementation, construction, operation, or maintenance of the Remedial Action and any future response action, including accessing any areas where EPA is implementing a response action, including monitoring or operation and maintenance activities relating to any response actions, unless notice is provided to EPA in advance and EPA agrees that the presence of Grantor is acceptable;
 5. disturb, harm, harass, or take hibernating bats within the mine; or
 6. affect the mine's climactic conditions necessary for bat hibernacula.
 - iii. Other than as provided in Paragraph 1 of this Grant, Grantor shall not undertake or authorize the installation of wells at any location on the

Parcel or undertake or authorize the use of the groundwater on the Parcel.

- iv. Grantor shall not use the Parcel, or any portion thereof, for residential purposes, and shall not conduct any residential activities on the Parcel or any portion thereof, or allow such uses or activities to be conducted on the Parcel, or any portion thereof.
 - v. Grantor shall not use the Parcel, or any portion thereof, for the storage, treatment or disposal of solid waste or hazardous materials or wastes, including, but not limited to, fuel, solvents, lubricants, ashes, trash, garbage, construction or demolition debris, or other unsightly or offensive material; or land application or disposal of biosolids, sludges, or septage.
 - vi. Grantor shall not conduct an activity that could cause erosion or siltation on any portion of the property where waste rock, tailings, or any other hazardous material may be located.
3. Determination of appropriate uses. The following provisions provide for an administrative process by which the Grantor can seek a determination as to whether a proposed use or activity is consistent with this Grant. Any determination made under this Paragraph 3 shall be binding on Grantor. Failure to seek such a determination does not limit the Grantee from enforcing the terms of this Grant.
- a. Grantee, subject to consultation with EPA, retains the sole right to determine whether any use or activity conducted within or upon the Parcel violates the terms of this Grant.
 - b. The Grantor may request in writing that the Grantee determine whether an activity is consistent with the terms of this Grant.
 - c. Any determination made by the Grantee, or its successor, after reasonable opportunity for review and comment by EPA, or its successor, shall be signed by the Commissioner of the Vermont Department of Environmental Conservation (VT DEC).
 - d. Grantor shall record all determinations made under this section in the Town of Vershire land records within twenty-one (21) days of receipt. A certified copy of the same shall be sent to the ANR and EPA within twenty-one (21) days of the date of recording.

4. Dispute resolution.

In cases where the VT DEC Commissioner (“Commissioner”) determines, in the Commissioner’s sole reasonable discretion, that a dispute regarding implementation of this Grant, or that a proposed use of or activity on has the potential to create a threat to public health or the environment, the Commissioner may waive these dispute resolution provisions. In all other disputes regarding this Grant between Grantee and Grantor, or their respective successors and assigns, the following dispute resolution provisions shall be followed:

- a. The Grantor or the Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute and requesting that this dispute resolution process be initiated. In the event of such notice, the parties shall attempt to resolve the matters in dispute through informal discussions within ten (10) working days after receipt of such notice.
- b. If informal discussions are unable to resolve the dispute within the ten (10) working day period, the Grantor and Grantee shall each submit to the other a written summary of the matter(s) in dispute and a statement of their respective position on that matter (“Statement of Position”), including any data, analysis, opinion, or other documentation supporting that position.
- c. Within ten (10) working days of submitting the Statement of Position and supporting documentation, the Grantor and Grantee shall confer and attempt to resolve the dispute. If there is no resolution following the ten (10) working day period, then the Commissioner or the Commissioner’s designee shall compile an administrative record consisting of all documents submitted by either party together with this Grant and the EPA Settlement Agreement and State Consent Order. Based upon that record, the Commissioner or the Commissioner’s designee shall issue a written decision, after a reasonable opportunity for review and comment by EPA, and send the decision to the Grantee within thirty (30) working days of the decision. The decision of the Commissioner will be the final position of the Grantor and Grantee and shall be binding on the Grantor and Grantee, unless a court of competent jurisdiction grants review of the Commissioner’s decision as set forth in subparagraph 4(d) below.
- d. If a court of competent jurisdiction grants review of a dispute under this Grant, the court’s review shall be limited to the administrative

record and the Commissioner's decision established under Paragraph 4(c) above. In such a proceeding, Grantor shall have the burden of demonstrating that the decision of the Commissioner is arbitrary and capricious or otherwise not in accordance with the law. Grantor and Grantee agree not to object to the authority of a court of competent jurisdiction to review the dispute.

- e. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and Grantee. Grantor and Grantee agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety and the environment.

5. Enforcement.

- a. Grantor expressly acknowledges that a violation of the terms of this Grant could result in the following:
 - i. Upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief. Such injunctive relief could include, without limitation, the issuance of an order to modify or remove any improvements constructed in violation of the terms of the within Grant.
 - ii. The assessment of penalties or enforcement action by the Grantee to enforce the terms of the Grant pursuant to 10 V.S.A. §§ 6615, 6615a, 8221, CERCLA and the National Contingency Plan, 40 CFR Part 300, separate from, or in addition to, any penalties applicable by virtue of non-compliance with the EPA Settlement Agreement and/or State Consent Order; and
 - iii. The assessment by Grantee of all costs and expenses incurred by the Grantee, in the event of either provisions (5)(a)(i) or (ii), above, including, without limitation, attorneys' fees.
- b. Any action taken by the Grantee, pursuant to this Section shall be in addition to, but not in lieu of such rights as the EPA or the State possesses to enforce the terms and conditions of the EPA Settlement Agreement and/or State Consent Order, which enforcement rights EPA and the State fully reserve.

- c. Grantor expressly agrees that any violation of this Grant constitutes irreparable harm.
 - d. The Grantee shall be entitled to enforce the terms of this Grant by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont, jurisdiction of which Grantor acknowledges and consents to.
 - e. All reasonable costs and expenses of Grantee, including, but not limited to, attorneys' fees, incurred in any enforcement action shall be paid by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
 - f. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in this Grant shall be construed to limit or otherwise affect; (i) EPA's or the State's rights of entry and access provided by law or regulation, (ii) the EPA Settlement Agreement, or (iii) the State Consent Order.
 - g. Enforcement of the terms of this Grant shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise their rights under this Grant shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this Grant.
6. Damages. Grantee shall be entitled to recover monetary damages for violations of the terms of this Grant, or for any injury to the Remedial Action or any future response action.
- a. Grantee shall be entitled to recover damages for injury to the public health and welfare or to the environment protected by this Grant.
 - b. In addition to enforcement by the Grantee, the provisions of this Grant shall be enforceable by EPA as third party beneficiary in accordance with applicable law.
7. Notice Requirements.
- a. The official service list for written notices required to be given under the terms of this Grant shall be maintained by Grantee and available upon the request of Grantor.

- b. Grantor shall provide Grantee with the name of the person or persons who will be the point of contact and physical address for written notices required to be given under the terms of this Grant.
 - c. Grantor shall provide Grantee with notice of a change in the point of contact information 30 days prior to such a change being made.
 - d. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and shall either be served personally or sent by certified mail to all points of contact on the official service list.
8. Severability. The provisions of this Grant are severable. If any provision of this Grant is invalid, or if any application of this Grant to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.
 9. Provisions to Run With the Land in Perpetuity. This Grant shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's agents, successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors and assigns.
 10. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Grant, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Parcel, or any portion thereof, is conveyed.
 11. Amendment, Modification and Release. This Grant may be amended, modified, or released only by the Grantee, after a reasonable opportunity for review and comment by EPA. Grantor may submit to EPA and the VT DEC Site Manager a proposal for modifying or withdrawing the restrictions contained herein or a portion thereof. Said restrictions contained herein may be modified or withdrawn in whole or in part consistent with the public interest and the public purposes of protecting human health and the environment. The Grantee shall, after reasonable opportunity for review and comment by EPA, issue a written decision with an explanation of the reasons for the approval, modification, or denial of such petition, which shall be binding on Grantor.

Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment, modification, or release.

12. Miscellaneous Rights and Obligations.

- a. Grantor acknowledges that EPA is a third party beneficiary to this Grant, and covenants not to contest the ability of the EPA to utilize or enforce any provision or restriction contained within this Grant.
- b. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of this Grant.
- c. If Grantor or its successors and assigns become delinquent in payment of taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.
- d. Grantor, for itself, its agents, successors and assigns, does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel is free and clear of any and all encumbrances, that Grantor shall warrant and defend against all lawful claims whatever, and that Grantee and its successors and assigns shall have the use of and enjoyment of all of the benefits derived from and arising out of this Grant.
- e. Grantee shall be entitled to record this Grant, or to record a notice making reference to the existence of this Grant, in the Land Records for the Town of Vershire 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.
- f. The parties hereto recognize and agree that the benefits of this Grant are in gross and are assignable by Grantee, subject to notice to Grantor and recording of the assignment in the Land Records for the Town of Vershire.

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13. No Dedication Intended. Nothing herein set forth shall be construed to be a gift or a dedication of the Parcel to the Grantee, or to the general public for any purpose whatsoever.
14. Rights Reserved. It is expressly agreed that acceptance of this Grant by the Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the State and/or EPA to issue any future order or take response action(s) with respect to the Site or Parcel or in any way affect any other claim, action, suit, cause of action, or demand which the State and/or EPA may otherwise possess with respect thereto.

TO HAVE AND TO HOLD this Grant unto the said Grantee Agency of Natural Resources, its authorized representatives, successors and assigns forever.

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IN WITNESS WHEREOF, the Grantor Dwight Hill Forest, LLC has caused these presents to be executed and sealed below the day and year first above written.

Tricia A Augeri
Witness

by: [Signature]
Printed name: Christopher J. Loomis
Dwight Hill Forest, LLC
Its: Member

(Attach shareholder resolution authorizing entity's authority to bind corporation.)

STATE OF VERMONT
COUNTY OF Washington, ss.

At 8:43 am this 14th day of May, 2021, Christopher J. Loomis
of Whitefield, VT, personally appeared and
acknowledged this instrument by her sealed and subscribed to be her own free act
and deed.

Before me: Tricia A Augeri
Notary Public Tricia A Augeri
Commission expires 1/31/2021

[Affix Seal]



EXHIBIT A

PARCEL DESCRIPTION

Parcel 1

Being all and the same lands and premises described in the proposed Warranty Deed from Green Crow Corporation to the Dwight Hill Forest, LLC, dated May 15, 2018 and recorded in Book 63, Page 547 of the Vershire Land Records wherein said lands and premises are more particularly described as follows:

"Being a parcel of land said to contain 202.6 acres, more or less, and being a portion only of the lands and premises conveyed to Green Crow Corporation by Warranty Deed of the Ely Mine Forest, Inc. dated March 25, 1997 and recorded in Book 40, Page 293 of the Vershire Land Records

Said parcel of land is depicted on a plan entitled, "Property Subdivision Survey of a Portion of the Lands of Green Crow Corporation to be conveyed to Dwight Hill Forest, LLC, Vershire, Vermont" prepared by Lawrence E. Swanson, L.S., Licensed Land Surveyor, of Sharon, Vermont recorded in Map Book 2 as Map #59 in the Vershire Land Records,

Also meaning and intending to convey a 30' wide, non-exclusive right of way conveyed to Green Crow Corporation by Quitclaim Deed of Douglas H. Dresser dated January 11, 2017 and recorded in Book 62, Page 21 of the Vershire Land Records as well as a non-exclusive right of way for forestry management and non motorized recreational activities over the existing logging trails on the retained lands of the Grantor herein entering the property of Grantor from Vermont Route 113 and then dividing with the lower fork meeting up with the Dresser right of way and the upper fork running to and entering the northerly boundary of the herein conveyed lands and premises. Permission only is also granted to use other existing logging trails located between said forks for the same purposes granted herein.

Further conveying:

1. A non-exclusive easement to construct, maintain and utilize for forest management purposes a log landing on the westerly side of Vermont Route 113 located southerly of the stream that crosses under said highway and extending no further than 200 feet back from the side of said highway.
2. An easement, not to exceed 1.8 acre of land, for the construction and operation of a sugaring facility, including necessary utilities, located on the westerly side of Vermont Route 113 and running from the northerly boundary of lands of Dresser along said highway to the log landing described above;
3. A 30' wide easement for sugaring infrastructure running along the southerly boundary of the lands retained by the Grantor herein and the northerly boundary of lands of Dresser.

Excepting and reserving to the Grantor herein, and its successors and assigns, an undivided one half interest in the timber on the herein conveyed lands and premises which interest shall include an undivided one half interest in the woodlot's potential for maple sugar production.

Pursuant to Vermont Agency of Natural Resources regulation, the above described lands and premises are conveyed subject to the following restriction:

"Notice of permit requirements. In order to comply with applicable state rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation or connection to a potable water supply or wastewater systems, without first complying with the applicable rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved."

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Parcel 2

Being the same lands and premises conveyed to Dwight Hill Forest, LLC by Warranty Deed of Ely Mine Forest, Inc. dated September 16, 2016 and recorded in Book 61, Page 575 of the Vershire Land Records, wherein said lands and premises are more particularly described as follows:

Being a portion of the land and premises conveyed to Ely Mine Forest, Inc. by Warranty Deed from Frederick J. Pearson, dated August 12, 1983, and recorded in Volume 31, Page 321 of the Town of Vershire land records (the "Land Records"), and being further described as that certain 300-acre, more or less, parcel reserved to Ely Mine Forest, Inc. in the Warranty Deed to Green Crow Corporation dated March 25, 1997, and recorded in Volume 40, Page 293 of the Land Records, being more particularly depicted on a survey entitled, "A Portion of the Lands of Ely Mine Forest, Inc.," prepared by Blake Thomsen, L.S., dated May, 1996, and recorded in the Land Records on December 17, 1996 in Map Volume 1, Page 147.

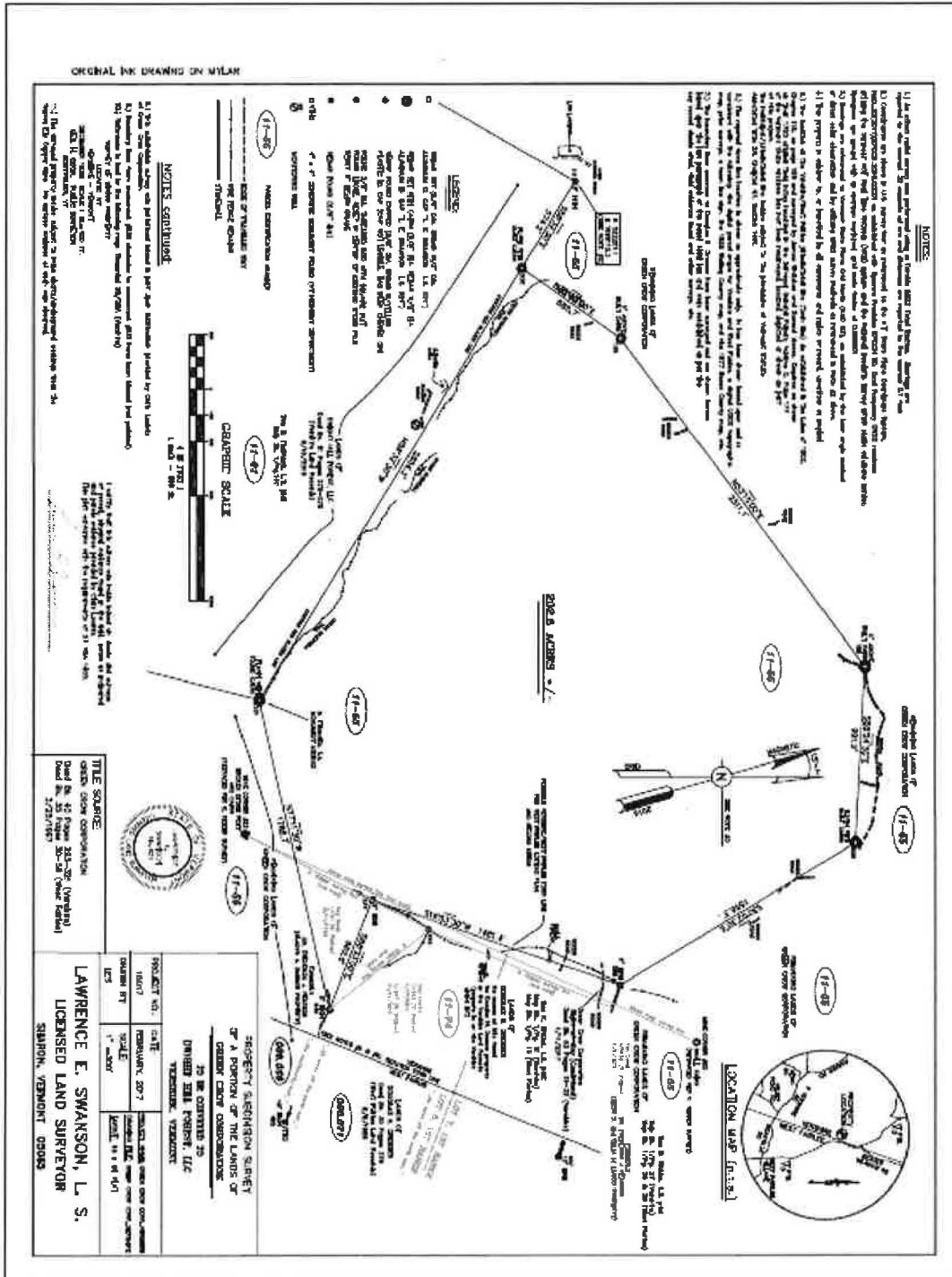
Grantor hereby conveys, but by quitclaim only, all right, title and interest it may have in the lands lying between the center line of South Vershire Road (also known as Copperfield Road) and the lands herein conveyed.

Reference is hereby made to the instruments and plans referred to above and the records thereof, and the instruments and plans referred to therein and the records thereof, in further aid of this description.

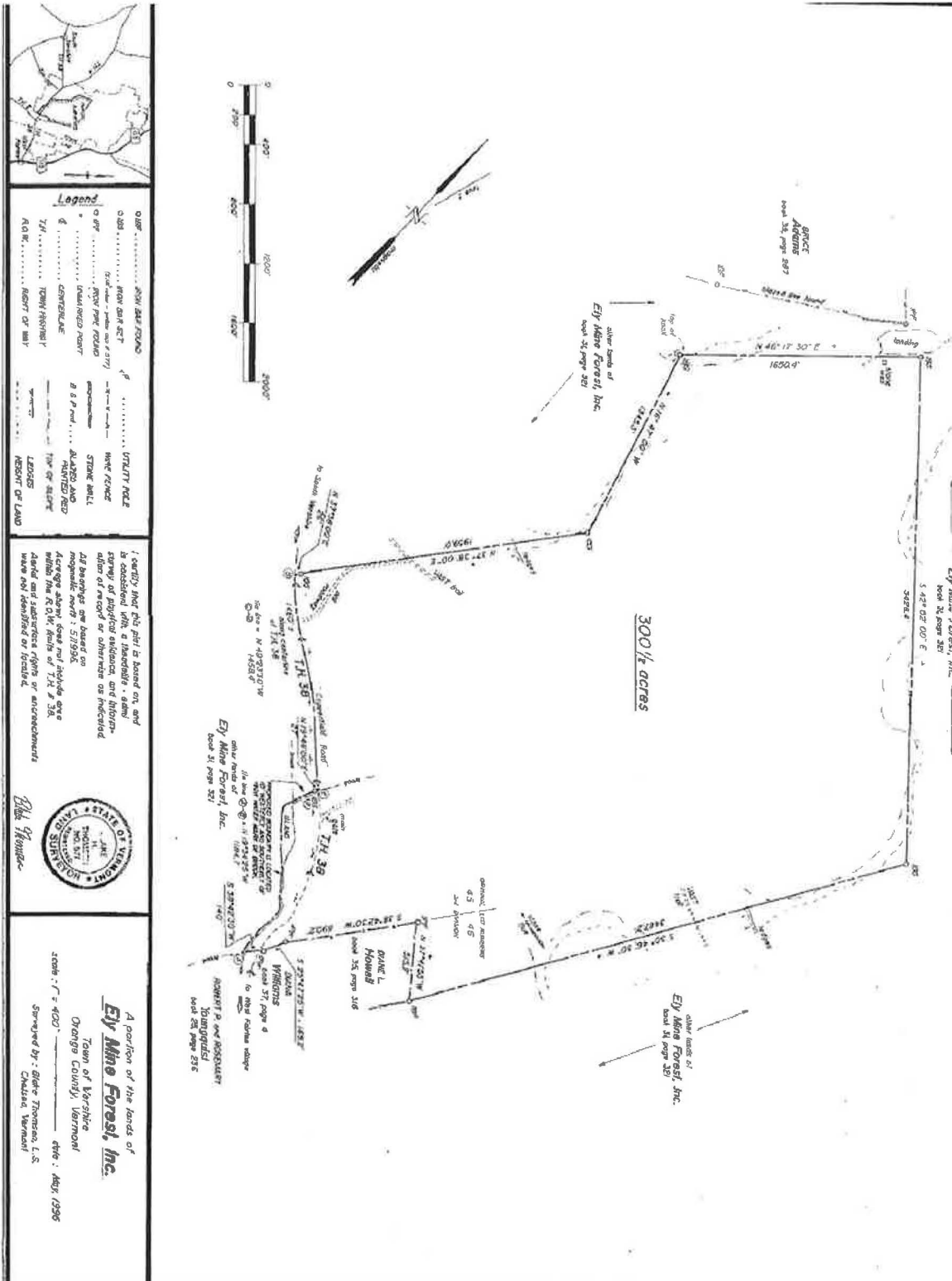
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EXHIBIT B

MAP OF PARCEL



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Legend

○	IRON NAIL FOUND
○	NEW DATA SET
○	EXISTING DATA SET
○	PROPERTY CORNER
○	UNIDENTIFIED POINT
○	CONTRIBUTOR
○	TOWN PROPERTY
○	RIGHT OF WAY
○	GRANT FIELD
○	WHITE FENCE
○	STAKE MARK
○	BLANKETS AND
○	TRAIL
○	LEASERS
○	RESORT OF LAND

I certify that this plat is based on, and is consistent with, a trustworthy & accurate survey of sufficient accuracy and information of record or otherwise as indicated. All bearings are based on magnetic north: 57936.

All bearings shown here are true bearings and are not magnetic bearings. All bearings are based on magnetic north: 57936.

All bearings and distances shown here are based on the Vermont State Plane North Carolina Zone of 1983.



A portion of the lands of
Ely Mine Forest, Inc.
 Town of Berkshire
 Orange County, Vermont
 are: Acy 1396
 Surveyed by: Peter Thomas, L.S.
 Cheshire, Vermont

DWIGHT HILL FOREST, LLC

**Written Consent of the Members
in Lieu of a Special Meeting**

March 30, 2018

The undersigned, being all of the members (the "Members") of Dwight Hill Forest, LLC, a member-managed Vermont limited liability company (the "Company"), hereby consent to and adopt the following resolutions in accordance with Title 11, Chapter 25 of the Vermont Statutes Annotated, and hereby direct that this Written Consent be filed with the minutes of the proceedings of the Members of the Company.

WHEREAS, the Members wish to approve and authorize the transfer of certain real property located in Vershire, Vermont (the "Property"), as more particularly described in that certain Warranty Deed, dated on or about the date hereof, made by Green Crow Corporation, a corporation organized and existing under the laws of the State of Washington (the "Transferor"), in favor of the Company;

WHEREAS, the Members wish to approve the form, terms and conditions of all other such other agreements, instruments, certificates and other documents necessary or appropriate to consummate the transfer of the Property from the Transferor to the Company (the "Transaction Documents"), and authorize any Member of the Company, acting singly or together, to execute, and deliver the Transaction Documents for and on behalf of the Company;

WHEREAS, upon the consummation of the transfer of the Property from the Transferor to the Company, the Members wish to approve the form, terms and conditions of that certain Grant of Environmental Restrictions, Right of Access, and Easement (the "Grant") made by the Company in favor of the State of Vermont Agency of Natural Resources (the "State"), pursuant to which the Company shall grant certain rights in and to the Property to the State in accordance with the terms and conditions of the Grant; and

WHEREAS, the Members wish to authorize any Member of the Company, acting singly or together, to execute and deliver the Grant for and on behalf of the Company, together with any and all agreements, instruments, certificates and other documents to be made in connection therewith (the "State Documents").

NOW, THEREFORE, BE IT

RESOLVED, that the Members hereby approve the transfer of the Property from the Transferor to the Company, and authorize the Members, acting singly or together, to execute and deliver the Transaction Documents, the execution and delivery thereof to be conclusive evidence of the Members' and the Company's approval thereof; and be it further

RESOLVED, that the Members are hereby authorized to execute and deliver on behalf of the Company all such further documents, certificates, instruments, and to take on behalf of the Company all such further actions as the Members shall deem necessary or desirable in order to consummate the transfer of the Property from the Transferor to the Company, the execution and

delivery of any such documents, certificates or instruments, and the taking of such actions to be conclusive evidence of the Members' and the Company's approval thereof; and be it further

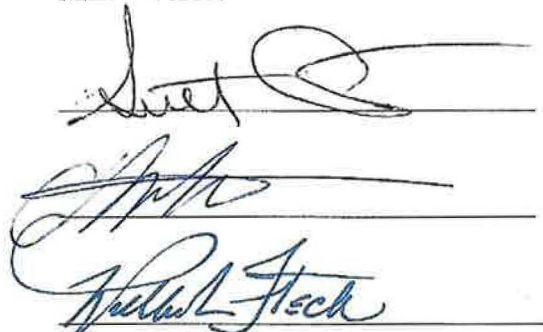
RESOLVED, that the Members approve the form, terms and conditions of the Grant, and authorize the Members, acting singly or together, to execute and deliver the Grant and the State Documents for and on behalf of the Company, the execution and delivery thereof to be conclusive evidence of the Members' and the Company's approval thereof; and be it further

RESOLVED, that any and all actions taken by any of the Members prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of the Company; and be it further

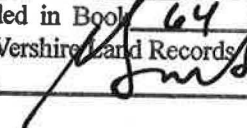
RESOLVED, that this consent may be executed in any number of counterparts, each of which, when executed by the undersigned, will be deemed to be an original, and all of which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Members have caused this Written Consent to be executed as of the first date written above.

MEMBERS:



18198759.1

Vershire Town Clerk's Office
Received for Record
May 21 A.D. 2019
at 10 o'clock 10 Minutes 9 M
Recorded in Book 64 Page 408
of the Vershire Land Records
Attest:  Town Clerk