

TAX STABILIZATION CONTRACT

THIS TAX STABILIZATION CONTRACT (the “Agreement”), dated as of the ___ day of _____ 2016, is by and among the Town of Vernon, Vermont (the “Town”), and Entergy Nuclear Vermont Yankee, LLC, a Delaware limited liability company (“Vermont Yankee”).

WITNESSETH

WHEREAS, Vermont Yankee owns the Vermont Yankee Nuclear Power Station (the “VY Station”) located in the Town; and

WHEREAS, Vermont Yankee permanently ceased all nuclear power generating operations at the VY Station on December 29, 2014, and is in a period of post-shutdown decommissioning activities to manage the transition of spent nuclear fuel to the Independent Spent Fuel Storage Installation (the “ISFSI”); and

WHEREAS, in a Special Town and Town School District Meeting held May 7, 1997, the residents of the Town by a two-thirds vote of those present and voting passed a duly warned resolution that provides general authority for the Board of Selectman to enter into contracts of not more than 10 years’ duration as application is made, with existing or new owners, lessees, bailees or operators, or persons who intend to become owners, lessees, bailees or operators, of industrial or commercial real and personal property and alternate-energy generating plants for the purpose of (1) fixing and maintaining the valuations of such property in the Grand List; (2) fixing and maintaining the rate or rates of tax applicable to such property; (3) fixing the amount in money which shall be paid as an annual tax upon such property; or (4) fixing the tax applicable to such property at a percentage of annual tax. Hereinafter, this resolution is referred to as the “TSA Authorization Resolution,” and

WHEREAS, the Town and Vermont Yankee are Parties to the Tax Stabilization Contract, dated as of January 8, 2007, as amended by the First Amendment to the Tax Stabilization Contract, dated as of May 7, 2012; the Second Amendment to the Tax Stabilization Contract,

dated May 20, 2013; the Third Amendment to the Tax Stabilization Contract, dated April 1, 2014; and as further amended by the Fourth Amendment to the Tax Stabilization Contract, dated January 19, 2015, and such Tax Stabilization Contract, as so amended, will expire on March 31, 2016; and

WHEREAS, the Town has engaged an independent appraiser, who, along with the Town Listers, have determined a conclusion of fair market value for the combined real and personal property owned by Vermont Yankee as of April 1, 2016 that is the subject of this Agreement, and that such conclusion of fair market value includes all anticipated improvements required for the ISFSI to be made during the term of this Agreement; and

WHEREAS, the Town and Vermont Yankee desire to establish a fixed tax payment amount for the real and personal property owned by Vermont Yankee that is the subject of this Agreement during the term of this Agreement; and

WHEREAS, Vermont Yankee, through its respective duly authorized officers, has agreed to the terms of this Agreement. The Town Selectboard, as of the date hereof, has voted to enter into this Agreement, a certified copy of such vote being attached hereto and made a part hereof; and

WHEREAS, the Town Selectboard and Vermont Yankee understand that this Agreement shall become a binding agreement upon execution by the parties; and

WHEREAS, the Town and Vermont Yankee agree and understand that this Agreement will remain binding, and that this Agreement will terminate, under the terms set forth below.

Agreement

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

SCOPE AND TERM

1.01 The parties agree that the fixed amount of the annual payment, as determined pursuant to the terms and conditions of this Agreement throughout its term, shall be in lieu of the annual Municipal Services Property Tax (as hereinafter defined) for all of the Vermont Yankee Real Property and the Vermont Yankee Personal Property (as such terms are hereinafter defined). The term of this Agreement shall be effective April 1, 2016 and end on the earlier of March 31, 2022 or the termination date as provided in Article IV hereof (such period hereinafter referred to as the "Term of this Agreement").

1.02 The "Vermont Yankee Property" shall consist of:

(i) the real property located within the Town and legally or beneficially owned by Vermont Yankee as of April 1, 2016, as more specifically described in Exhibit A, which is attached hereto and incorporated herein. The parties acknowledge that Exhibit A has been provided by Vermont Yankee in good faith, that Exhibit A is being accepted and relied upon by the Town in good faith, and that neither party has run title on the parcels described in Exhibit A;

(ii) all personal property of every kind and description, tangible and intangible, legally or beneficially owned by Vermont Yankee and located within the Town as of April 1, 2016;

(iii) all property thereafter acquired and legally or beneficially owned by Vermont Yankee during the Term of this Agreement, and located within the plant boundaries as more specifically described in Exhibit A, together with all improvements thereon or therein, including, but not limited to, all improvements and machinery or equipment, regardless of whether such items of property are replacements or additions, which property

and improvements are used in connection with the management of spent nuclear fuel (the “ISFSI Property”);

(iv) All property existing as of the beginning of this agreement which is in use, to be used, or continue to be used for decommissioning activities, site management activities, and spent nuclear fuel storage, preparation, and cask confinement as part of the development of the ISFSI. This section includes the casks, both during their preparation and as finally placed and complete with spent nuclear fuel installed, and all other existing property elements used at the site and acquired in the future, including all casks acquired in the future and placed on the ISFSI storage pad. The listed value in section 2.01, valuation of \$58 million will include the value of all property in the ISFSI. The total remaining value of \$20 million is assigned to the real property, land and buildings, both new and old used as part of the ISFSI and spent nuclear fuel preparation and storage. It is anticipated that the ISFSI will contain 58 casks when completed, but in no way will the listed value in section 2.01 be adjusted for the casks of any number during the Term of this Agreement.

(v) The parties acknowledge that Vermont Yankee Property currently includes several residential and/or commercial parcels which Vermont Yankee acquired over the years for various purposes. The parties agree that if one or more of such residential and/or commercial parcels are sold to third parties, separate and apart from the sale of the Vermont Yankee Property as a whole, then those residential and/or commercial parcels shall be returned to the Town’s tax grand list at the time of such sale(s) without reduction in the tax payment schedule set forth in Article III, below.

1.03 Any real or personal property which is not Vermont Yankee Property shall be subject to ad valorem taxation outside of this Agreement, to the extent otherwise allowable under applicable Vermont law. It is agreed the real property consisting of Parcel numbers 36200.1,

362200, 361700, 361701 and 361500 shall not be Vermont Yankee Property for purposes of this Agreement.

ARTICLE II
VALUATION

2.01 The total listed value of all Vermont Yankee Property as of April 1 of each year (or any other date that may be specified under present or future law for determining ownership and valuation of property for purposes of ad valorem property taxes assessed to fund municipal services and Vermont's cost of funding its school districts' education spending), which value is determined for purpose of assessment of Municipal Services Property Tax (hereinafter defined) and the Vermont education property tax (the "Statewide Education Tax") as provided in Section 5402 of Title 32, Vermont Statutes Annotated, for the fiscal years 2016 through 2021 (hereinafter, the "Listed Value") shall be \$78,000,000. Absent any material addition to or disposition of the real or personal property that comprise the VY Station, which for this purpose is treated as including the improvements required for the ISFSI that are expected to be put in place during the term of this Agreement, the Listed Value shall remain unchanged for the Term of this Agreement.

2.02 The Town agrees that any inventory form due to be filed by Vermont Yankee during the Term of this Agreement for purposes of assessment of Municipal Services Property Tax shall be accepted by the Town as complete provided it reflects the valuation for each year as set forth in paragraph 2.01 above.

ARTICLE III

TAX PAYMENT

3.01 In lieu of the annual Municipal Services Property Tax, Vermont Yankee shall make the follow annual tax payments for each fiscal year listed below (hereinafter, the “Annual Payment”):

<u>Fiscal Year</u>	<u>Annual Payment</u>
2016-2017	\$750,000.00
2017-2018	\$600,000.00
2018-2019	\$450,000.00
2019-2020	\$400,000.00
2020-2021	\$400,000.00
2021-2022	\$400,000.00

The term “Municipal Services Property Tax” shall mean any tax or special assessment that is imposed by the Town for the purpose of raising funds used to provide municipal services or improvements and that is in any way determined by, based upon or calculated with respect to the value of the Vermont Yankee Property as defined above.

3.02 The Town shall bill the Annual Payment and Vermont Yankee shall pay the Annual Payment in three installments with thirty three and four tenths percent (33.4%) of the Annual Payment due on or before the eighth of September of the fiscal year, the second installment of 33.3% due on or before the twelfth day of January of the fiscal year, and the third installment of 33.3% due on or before the fourth day of May of the fiscal year.

3.03 The Town shall bill the Statewide Education Tax pursuant to 32 V.S.A. §5402 and Vermont Yankee shall pay said Statewide Education Tax based on the education grand list value of \$78,000,000 for the Term of this Agreement. Vermont Yankee’s Statewide Education Tax payments are due at the same time and in the same percentage as the Statewide Education Tax payments of other Vernon property owners.

ARTICLE IV

TERMINATION

4.01 This Agreement may be terminated at any time upon the mutual agreement of the parties in writing.

4.02 In the event there is a change of law, rule or regulation of the State of Vermont, the adoption of any ordinance or rule by the Town, or decision by a federal or Vermont state court (each a "Change of Law"), which effectively prevents any of the parties from realizing, in whole or in part, property tax stabilization as contemplated herein, then this Agreement shall terminate to the extent of such failure.

4.03 If a Change of Law causes termination in whole or in part of this Agreement, the parties hereto agree to use their best efforts to negotiate in good faith the terms of a new agreement, should that action be necessary to achieve the tax stabilization and tax fairness and certainty objectives of this Agreement, and the Town agrees to promptly bring such new agreement to the voters of the Town in a duly warned annual or special meeting for their ratification, if such ratification is required.

ARTICLE V

ASSIGNMENT

5.01 Except as provided in Section 5.02 and Article VII hereof, Vermont Yankee may not assign its rights and obligations under this Agreement without the prior written approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned.

5.02 Prior written approval from the Town of an assignment by Vermont Yankee of its rights and obligations under this Agreement shall not be required in the case of:

- (i) a transfer, merger or consolidation of Vermont Yankee to or with any other entity; or

(ii) a sale, transfer or other disposition of substantially all of the assets of Vermont Yankee to any other entity.

5.03 Notwithstanding anything to the contrary stated herein, Vermont Yankee, its successors and assigns shall give the Town sixty (60) days advance written notice of any proposed assignment; and Vermont Yankee shall be obligated to provide to the Town the Assignee's written acknowledgement and acceptance of all obligations and liabilities under the terms of this Agreement before such assignment shall be deemed effective. As of the effective date of any assignment pursuant to this Article V, the Assignee shall be obligated to perform all of Vermont Yankee's obligations and shall bear all of Vermont Yankee's liabilities under this Agreement; but Vermont Yankee shall have no further rights, obligations or liabilities with respect to this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.01 Vermont Yankee represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to enter into this Agreement. Vermont Yankee further represents and warrants that it is the owner of the real and personal property covered by this Agreement and it is not violating the terms of any mortgage, indenture or other obligation by entering into this Agreement. Vermont Yankee further represents and warrants that the person executing and delivering this Agreement on behalf of Vermont Yankee is acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of Vermont Yankee, enforceable in accordance with its terms.

6.02 The Town represents and warrants that it is a municipal corporation organized and in good standing under the laws of the State of Vermont. The Town further represents and warrants that the TSA Authorization Resolution is valid and effective, and that it has full power and authority to enter into this Agreement. The Town further represents and warrants that the

Town Selectboard, as of the date hereof, has voted to enter into this Agreement, a certified copy of such vote being attached hereto as Exhibit B and made a part hereof. The Town further represents and warrants that this Agreement is the valid and binding obligation of the Town, enforceable in accordance with its terms and that no additional authorization of the Town's voters is required for that purpose.

ARTICLE VII

MISCELLANEOUS

7.01 This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding upon any party only if set forth in a writing executed by such party. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

7.02 This Agreement together with the attached exhibits:

(a) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement, shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument;

(b) shall be governed by and construed under the laws of the State of Vermont without regard to principles of conflicts of laws;

(c) constitutes the entire agreement between the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between or among any or all of the parties in such respect, including, but not limited to, superseding the Tax Stabilization Contract dated January 8, 2007 as previously amended;

(d) contains headings only for convenience, which headings shall not be used

in construction of this Agreement;

(e) shall bind and inure to the benefit of the parties and their respective successors and assigns, except that no obligation under this Agreement may be delegated, nor may this Agreement be assigned, except as expressly provided herein;

(f) may be judicially enforced only in courts located within the State of Vermont; and the parties herein agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and such parties consent to service of process by registered mail, return-receipt requested, or by any other manner provided by law.

Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given when placed in the United States mail, postage pre-paid, addressed to the last known address of the party to be notified.

7.03 The parties acknowledge the Town's belief that this Agreement requires the approval of the Vermont Director of Property Valuation and Review ("the Director"); and Vermont Yankee agrees to cooperate fully with the Town's efforts to obtain such approval. Accordingly, this Agreement shall become fully effective upon the Director's written approval of this Agreement or written acknowledgment that such approval is not necessary.

ARTICLE VIII

TERMINATION OF PRIOR AGREEMENT

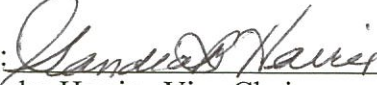
8.01 Vermont Yankee and the Town, by mutual agreement, hereby terminate the Tax Stabilization Contract dated January 8, 2007.


TAX STABILIZATION CONTRACT

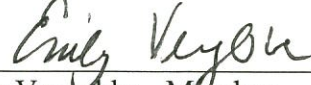
This Tax Stabilization Contract is by and among the Town of Vernon, and Entergy Nuclear Vermont Yankee, LLC. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

TOWN OF VERNON

By: 
Christiane Howe, Chairperson,
The Town Selectboard

By: 
Sandra Harris, Vice Chair,
The Town Selectboard

By: 
Josh Unruh, Member,
The Town Selectboard

By: 
Emily Vergobbe, Member,
The Town Selectboard

By: 
Stephen Skibniowsky, Member,
The Town Selectboard

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____
Cory Gruntz, Tax Officer
Duly Authorized

By: _____
Patricia Galbraith,
Managing Director, Tax

AGREED AND ACCEPTED:

STATE OF VERMONT

By: _____
Douglas Farnham, Director of
Property, Valuation and Review

TOWN OF VERNON

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The Town Selectboard

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The Town Selectboard


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By: _____
Stephen Skibniowsky, Member,
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Managing Director, Tax

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STATE OF VERMONT

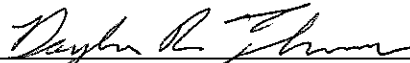
By: 
Douglas Farnham, Director of
Property, Valuation and Review

Exhibit A

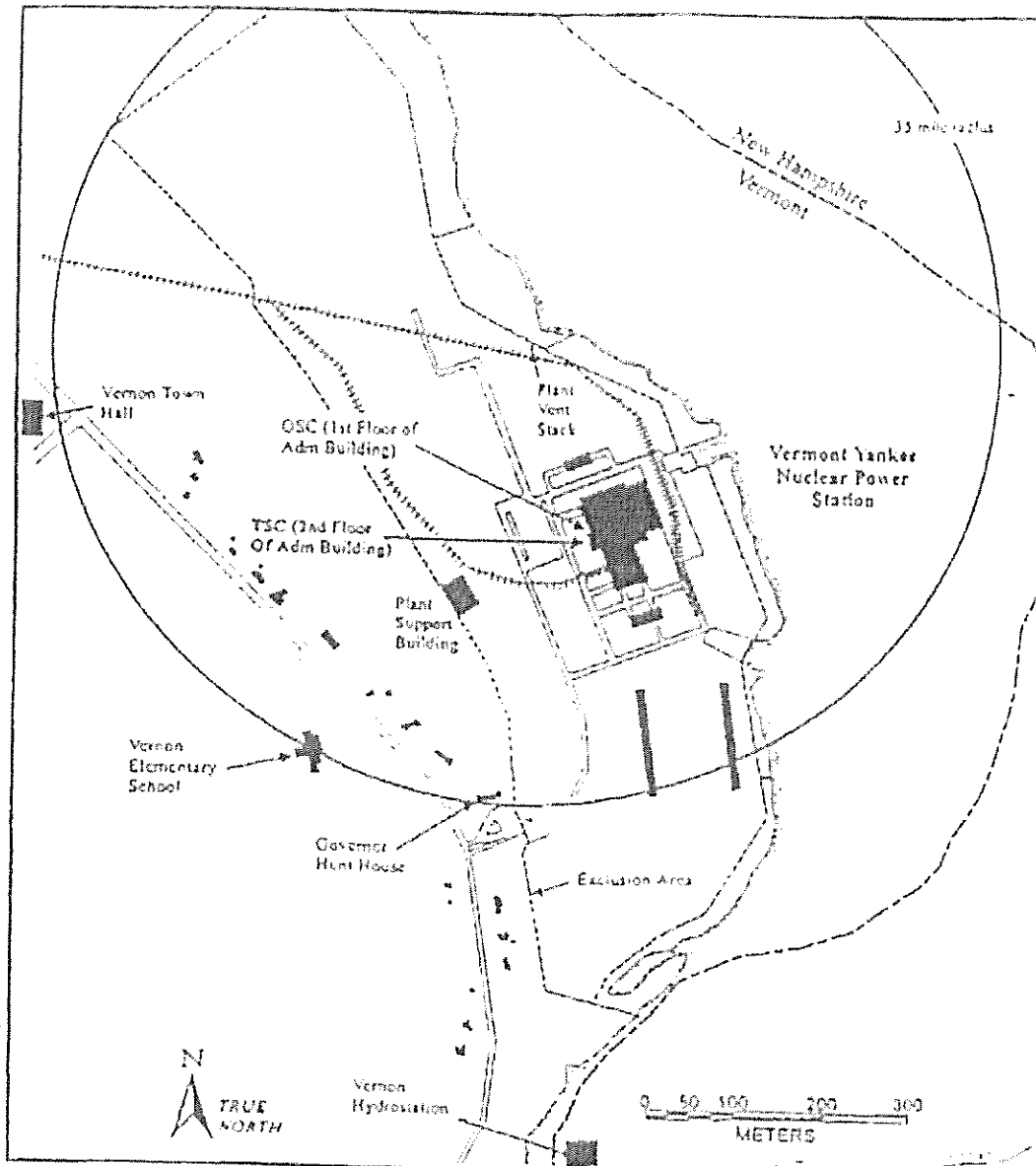


Figure 4.1

Vermont Yankee Site

Revision No. 7
Effective Date: 10/25/99

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

FIRST PARCEL

Being that portion of the lands and premises located in the Town of Vernon, Vermont, as described in the Quit Claim Deed from Vermont Yankee Nuclear Power Corporation to Entergy Nuclear Vermont Yankee, LLC dated July 31, 2002, recorded in Book 83 at Page 303 of the Vernon Land Records, and being more particularly described as follows:

Nuclear Power Plant Property and Monitoring Sites
Vernon, Vermont

Being a tract of land comprised of seven contiguous parcels of land which were conveyed to Vermont Yankee Nuclear Power Corporation by deed to each of PARCELS 1, 2, 3, 4, 5, 6 and 7 herein below described and three non-contiguous parcels conveyed to Vermont Yankee Nuclear Power Corporation by deeds to each of Monitoring Site 1, 2-I and 2-II herein below described:

PARCEL 1

Being the same land and premises from William B. Price and Jerome Lieberthal, Co-Executors of the Estate of Florence L. Stol, by Administrator's Deed dated 3/06/1968 and recorded in the Vernon Land Records in Book 30, page 379.

PARCEL 2

Being the same land and premises from Central Vermont Public Service Corporation by Warranty Deed dated 3/06/1968 and recorded in Book 30, page 382. Being six parcels of land which were conveyed to Central Vermont Public Service Corporation by the following deeds:

PARCEL 2-I

An approximately 112.91 acre parcel of land from John L. Williams and Dorothy W. Williams by Warranty Deed dated 5/26/1966 and recorded in Book 30, page 126.

PARCEL 2-II

An approximately 6.58 acre parcel of land together with a "camp" type dwelling from Ralph Chapman and Hope S. Chapman by Warranty Deed dated 6/09/1966 and recorded in Book 30, page 159.

PARCEL 2-III

An approximately 0.86 acre parcel of land located between Parcel II and Parcel IV from Lawrence B. Underwood and Ellen A. Underwood by Warranty Deed dated 7/08/1966 and recorded in Book 30, page 144.

PARCEL 2-IV

An approximately 2.80 acre parcel of land together with a "camp" type dwelling from Marion C. Willard, widow, by Warranty Deed dated 8/06/1966 and recorded in Book 30, page 160.

PARCEL 2-V

An approximately 0.5 acre parcel of land together with a dwelling house located adjacent to the northwest corner of Parcel 2-I from J. Maynard Miller and Marjorie H. Miller by Warranty Deed dated 1/17/1967 and recorded in Book 30, page 204.

PARCEL 2-VI

An approximately 0.74 acre triangular-shaped parcel of land located northerly of Parcel 2-V and easterly of the Central Vermont Railway from J. Maynard Miller and Marjorie Miller, and Paul E. Miller and Mary E. Miller by Warranty Deed dated 1/17/1967 and recorded in Book 30, page 204.

EXCEPT the following out conveyance from PARCEL 5 by Vermont Yankee Nuclear Power Corporation:

To Paul E. Miller and Mary E. Miller by Quit Claim Deed dated 10/22/1970 and recorded in Book 32, page 147.

PARCEL 3

Being the same lands and premises from Maizey Fletcher Tkaczyk by Warranty Deed dated 12/16/1987 and recorded in Book 50, page 401. Being two contiguous parcels of land conveyed to Paul L. Tkaczyk and Maizey Fletcher Tkaczyk by the following two deeds:

PARCEL #1

A parcel of land located northerly of Parcel #2 from Robert J. Kuhn by deed dated 5/26/1947 and recorded in Book 25, page 155.

PARCEL #2

A parcel of land from Robert J. Kuhn 10/28/1947 and recorded in Book 25, page 179.

PARCEL 4

Being the same land and premises from John L. Williams and Dorothy W. Williams by Warranty Deed dated 1/04/1989 and recorded in Book 52, page 308.

EXCEPT the following out conveyance from PARCEL 4 by Vermont Yankee Nuclear Power Corporation:

To Stanley J. and Christine P. Jefferson by Warranty Deed dated 12/16/1980 and recorded in Book 41, page 431.

PARCEL 5

Being the same land and premises containing approximately 0.58 acres from Lurlyn S. Smith by Warranty Deed dated 10/31/1991 and recorded in Book 57, page 291.

PARCEL 6

Being the same land and premises containing approximately 7.5 acres from Anthony Cersosimo by Warranty Deed dated 4/22/1992 and recorded in Book 58, page 452.

PARCEL 7

Being the same land and premises containing approximately 5 acres from Dorothy W. Williams, Trustee of the Dorothy W. Williams Revocable Trust dated 4/24/1990 by Warranty Deed dated 12/29/1993 and recorded in Book 63, page 64.

EXCEPT the following out conveyance from PARCEL 7 by Vermont Yankee Nuclear Power Corporation:

To William T. Gilbert and Karen L. Gilbert by Warranty Deed dated 6/21/1995 and recorded in Book 65, page 545.

These PARCELS 1, 2, 3, 4, 5, 6 and 7 are located between the Governor Hunt Road and Vernon Pond on the Connecticut River in the Town of Vernon, County of Windham, State of Vermont, and the perimeter of PARCELS 1, 2, 3, 4, 5, 6 and 7 is more particularly described as follows:

Beginning at the northwest corner of lands of Vermont Yankee Nuclear Power Corporation at the northwesterly corner of Parcel 2-VI, at CORNER 15, a granite monument set on the easterly side of, and 24.75 feet from the center of the railroad tracks of Central Vermont Railway, Inc., which corner is Northerly, a distance of approximately 442 feet along the said tracks from its crossing of Vermont Route 142, also known as the "Miller Crossing", which crossing is approximately 300 feet north of the intersection of Vermont Route 142 with the Governor Hunt Road, also known as the "old County Road".

Thence along the northeasterly and northwesterly lines of this parcel common to lands of Paul E. Miller and Mary E. Miller the following 2 courses:

1. South 37 degrees 53 minutes East a distance of 417.50 feet to the northerly corner of Parcel 2-V, and the westerly corner of Parcel 2-I at CORNER 16, a granite monument set in place of a broken marble monument found on the southerly side of, and approximately 12 feet from the center of a farm road and on the northeasterly side of, and 18.7 feet from the easterly rail of the railroad siding tracks which lead in a southeasterly direction to the Vermont Yankee nuclear power plant.
2. North 49 degrees 21 minutes East, at a distance of 750.9 feet passing through MONUMENT 17, a capped rebar set 3 inches deep in place of a broken marble monument found under a chain link fence 20 feet easterly from the northwest corner of the said fence, from which MONUMENT VY2, a 4 ½" x 4 ½" granite control monument with 3 inch brass cap found on the southerly side of the chain link fence around the meteorological tower bears South 39 degrees 11 minutes East a distance of 586.4 feet, at a distance of 1758.7 feet passing through MONUMENT 18, a marble monument found exposed 6 inches at the top of a steep, easterly-facing bank, IN ALL a distance of 1852.1 feet to the northerly corner of Parcel 2-I at CORNER 19, a granite monument set at the bottom of the bank. MONUMENT VY2 has NAD83 (92) Northing and Easting coordinates of 102,970.88 and 1,635,102.80, respectively.

Thence along the easterly, southerly and westerly lines of this parcel common to lands of USGEN New England, Inc. the following 20 courses:

1. South 24 degrees 44 minutes East a distance of 297.9 feet to CORNER 20, a granite monument set 20-25 feet easterly from the bottom of the bank.
2. South 40 degrees 44 minutes East, at a distance of 246.22 feet passing through MONUMENT 20A, a capped rebar set 23 feet west from the edge of Vernon Pond, IN ALL a distance of 510.1 feet to CORNER 21, a granite monument set on the shoulder of the slope, 20 feet west from the edge of the river.
3. South 11 degrees 19' East, at a distance of 394.9 feet passing through MONUMENT 21A, a capped rebar set on the westerly bank of, and 7 feet from a 4 foot wide stream flowing northerly, IN ALL a distance of 602.2 feet to CORNER 22, a granite monument set on a steep easterly slope.
4. South 37 degrees 24 minutes East, at a distance of 210.4 feet passing through MONUMENT 22A, a capped rebar set on the southerly rim of a north-south basin, IN ALL a distance of 460.03 feet to CORNER 23, a granite monument set between the chain link fence and the top of the bank, from which MONUMENT VY1, a 4½" x 4½" granite control monument with 3 inch brass cap found 2 feet northeast of the north rail of the siding tracks on the south side of the Stack bears South 10 degrees 09 minutes East a distance of 133.5 feet. VY1 has NAD 83(92) Northing and Easting coordinates of 102,398.21 and 1,636,446.25, respectively.
5. South 42 degrees 04 minutes East a distance of 355.1 feet to CORNER 24, a granite monument set 50 feet southwest from the west rail of the siding tracks.
6. North 86 degrees 41 minutes East, at a distance of 132 feet passing a point (not monumented) at an easterly corner of Parcel 2-I and a northerly corner of Parcel 2-II, IN ALL a distance of 165.0 feet to CORNER 25, a granite monument set on a moderate easterly slope.
7. South 64 degrees 28 minutes East a distance of 194.0 feet to CORNER 26, a granite monument set on the westerly edge of the boat launch 15 feet south from the edge of Vernon Pond.
8. South 04 degrees 39 minutes East, at a distance of 339.0 feet passing through MONUMENT 26A, a capped rebar set 13 feet easterly from the pavement and 39.5 feet southerly from the pump house, at a distance of 448 feet passing a point (not monumented) at the easterly corner of Parcel 2-II and the northerly corner of Parcel 2-III, at a distance of 522 feet passing a point (not monumented) at the easterly corner of Parcel 2-III and the northerly corner of Parcel 2-IV, IN ALL a distance of 787.2 feet to the southeasterly corner of Parcel 2-IV and an easterly corner of Parcel 2-I at CORNER 27, a granite monument set in the pavement near the southwest corner of the Containment Access Building (CAB) and 15.9 feet west of the west rail of the siding tracks.

9. North 66 degrees 56 minutes East a distance of 92.02 feet to CORNER 28, a granite monument set in the pavement, from which the northwest corner of the Clean Work Shop bears South 85 degrees East a distance of 20.9 feet.
10. South 19 degrees 39 minutes East, at a distance of 276.4 feet passing through MONUMENT 28A, a 3 inch diameter brass cap set on the top of the northeasterly abutment of the Discharge Structure, 12.2 feet westerly from the easterly end, from which MONUMENT VY3, a 1½" brass cap found on the southeasterly side of, and 10" from the face of the Discharge Structure bears South 43 degrees 43 minutes West a distance of 57.1 feet, IN ALL a distance of 428.11 feet to a 10 inch long capped rebar drilled and grouted into ledge on the westerly bank of, and 3 feet from the edge of Vernon Pond and approximately 30 feet southeasterly from the southeasterly end of the Discharge Structure wingwall at CORNER 29. MONUMENT VY3 has NAD83(92) Northing and Easting coordinates of 101,141.76 and 1,637,202.28, respectively.
11. South 14 degrees 23 minutes East, at a distance of 221.8 feet passing through MONUMENT 29A, a capped rebar set on the westerly bank of, and 7 feet from the edge of Vernon Pond, IN ALL a distance of 472.1 feet to CORNER 30, a point in Vernon Pond, from which REFERENCE CORNERS 30A and 30B, capped rebars set on an easterly bank bear North 58 degrees 35 minutes West a distance of 49.0 feet and South 51 degrees 04 minutes West a distance of 49.6 feet, respectively. REFERENCE CORNER 30A to REFERENCE CORNER 30B bears South 03 degrees 15 minutes East a distance of 56.8 feet.
12. South 04 degrees 17 minutes West a distance of 175.0 feet to CORNER 31, a granite monument set on the westerly bank of, and 6 feet from the edge of Vernon Pond and 11.3 feet southwest from the end of a 24" metal culvert, from which REFERENCE CORNERS 31A and 31B, capped rebars set in line on an easterly bank bear North 89 degrees 58 minutes West at distances of 21.82 feet and 48.56 feet, respectively.
13. South 29 degrees 52 minutes West, at a distance of 214.7 feet passing through MONUMENT 31C, a capped rebar set near the bottom of the slope, IN ALL a distance of 443.0 feet to CORNER 32, a brass cap drilled and grouted into a subsurface boulder at the bottom of a steep easterly slope.
14. South 63 degrees 11 minutes West a distance of 208.0 feet to CORNER 33, a granite monument set in a ditch of stone riprap 6 feet up from the bottom of a steep easterly slope.
15. South 51 degrees 26 minutes West a distance of 242.1 feet to CORNER 34, a granite monument set near the bottom of a steep easterly slope.
16. South 30 degrees 11 minutes West, at a distance of 151.0 feet passing through MONUMENT 34A, a capped rebar set 21.6 feet northeasterly from a chain link fence and 6 feet easterly from the bottom of an easterly slope, IN ALL a distance of 384.1 feet to CORNER 35, a granite monument set in a swampy area 6 feet easterly from the bottom of the bank.

17. South 69 degrees 47 minutes West a distance of 72.0 feet to CORNER 36, a granite monument set on the northerly bank of, and 8-12 feet from a 3 foot wide stream flowing southeasterly.
18. South 88 degrees 12 minutes West a distance of 108.0 feet to the southwesterly corner of Parcel 2-I at CORNER 37, a granite monument set in place of a broken, 6"x 6"x 6' concrete monument found on the southwest side of, and 10 feet from the center of a gravel road, from which MONUMENT 107, a 5 inch brass tablet found at the USGen New England, Inc. Vernon Station turbine building bears South 14 degrees 36 minutes East a distance of 465.55 feet. MONUMENT 107 is stamped "THE SUPREME COURT OF THE UNITED STATES VERMONT - NEW HAMPSHIRE LINE MARKER NUMBER 1 PENALTY FOR DISTURBING BOUNDARY COMMISSION 1934".
19. North 15 degrees 40 minutes West a distance of 162.3 feet to CORNER 38, a leaning 6"x 6"x 4' concrete post found which was reset plumb on the northerly shoulder of a high sandy knoll.
20. North 84 degrees 56 minutes West a distance of 61.92 feet to CORNER 39, a 6"x 6" concrete monument found exposed 4" on the easterly side of, and 8.6 feet from the paved edge of the Governor Hunt Road.

Thence along the westerly line of this parcel running within the right of way of the Governor Hunt Road, North 04 degrees 53 minutes West a distance of 111.0 feet to CORNER 39A, an unmonumented point, from which WITNESS CORNER 40, a marble monument found exposed 2" on the easterly side of, and 7.1 feet from the easterly edge of the sidewalk bears North 78 degrees 37 minutes East a distance of 5.5 feet.

Thence along the southerly and easterly lines of the Edward D. Sprague Revocable Real Estate Trust the following 2 courses:

1. North 78 degrees 37 minutes East, at a distance of 5.5 feet passing through WITNESS CORNER 40, from which a nail found in the pavement at centerline Station 36+50.31 of "Project Vernon - 4" bears North 26 degrees 00 minutes West a distance of 82.23 feet, IN ALL a distance of 173.9 feet to CORNER 42, a marble monument found exposed 6" on the easterly bank of a wet area.
2. North 09 degrees 17 minutes West a distance of 169.5 feet to CORNER 43, a 1¼ inch diameter iron pipe found exposed 24" at a distance of 3½ feet westerly from an angle in the chain link fence.

Thence along the easterly Line of Frank A. LaFlam Jr. and Lynn LaFlam, North 09 degrees 40 minutes West a distance of 100.58 feet to CORNER 44, a marble monument found exposed 6" at distance of 4.4 feet westerly from the chain link fence.

Thence along the easterly and northerly lines of Evelyn B. Edson the following 2 courses:

1. North 08 degrees 53 minutes West a distance of 274.7 feet to CORNER 45, a marble monument found flush with the ground on the southerly side of, and 21 feet from a board fence.

2. South 78 degrees 45 minutes West a distance of 180.1 feet to CORNER 46, a marble monument found 22" deep in the ground on the easterly side of, and 3 feet from the edge of the sidewalk.

Thence along the southwesterly line of this parcel running within the right of way of the Governor Hunt Road the following 3 courses:

1. North 17 degrees 07 minutes West a distance of 188.9 feet to a westerly corner of Parcel 2-I and the southerly corner of Parcel 1 at CORNER 47, a brass cap drilled and grouted into the sidewalk, 2' from the face of curb.
2. Northwesterly a distance of 212.25 feet along a tangent curve concave westerly with a Radius of 867.64 feet and through a central angle of 14 degrees 01 minutes to the westerly corner of Parcel 1 and the southerly corner of Parcel 3 at CORNER 53, a 1/2" iron pipe found flush with the ground on the easterly side of, and 9.0 feet from the edge of the sidewalk, which corner bears North 26 degrees 55 minutes West a distance of 211.7 feet.
3. Northwesterly a distance of 200.28 feet along a tangent curve concave westerly with a Radius of 867.64 feet and through a central angle of 13 degrees 14 minutes to the westerly corner of Parcel 3 at CORNER 56, a 4"x 4" concrete monument found flush with the ground on the easterly side of, and 12.9 feet from the edge of the sidewalk, which corner bears North 40 degrees 32 minutes West a distance of 199.8 feet.

Thence along the southeasterly line of Paul T. McLoughlin, North 68 degrees 04 minutes East a distance of 173.1 feet to CORNER 57, a 1 inch iron pipe found exposed 12".

Thence along the southeasterly and northeasterly lines of Jeanne M. Mansur the following 3 courses:

1. North 68 degrees 00 minutes East a distance of 189.0 feet to the northerly corner of Parcel 3 and a westerly corner of Parcel 2-I at CORNER 58, a marble post found exposed 9".
2. North 68 degrees 19 minutes East a distance of 31.89 feet to CORNER 50, a 6"x 6" concrete monument found exposed 6" on the westerly side of, and 3.2 feet from the chain link fence.
3. North 21 degrees 53 minutes West a distance of 198.2 feet to the southeasterly corner of Parcel 4 at CORNER 51, a 6"x 6" concrete monument found buried 6" deep on the westerly side of, and 3.2 feet from an angle in the chain link fence.

Thence along the northeasterly and northwesterly lines of Patricia M. Thomas the following 2 courses:

1. North 57 degrees 17 minutes West a distance of 141.2 feet to CORNER 60, a 1 inch iron pipe found exposed 9":
2. South 68 degrees 05 minutes West a distance of 280.51 feet to CORNER 61, a 4"x 4" concrete monument found exposed 5".

Thence along the northeasterly line of Walter Zaluzny and Julia Zaluzny, North 43 degrees 04 minutes West a distance of 380.0 feet to CORNER 62, a 4"x 4" concrete monument found exposed 12".

Thence along the northeasterly and northwesterly lines of the out conveyance from Parcel 4 from Vermont Yankee Nuclear Power Corporation to Stanley J. and Christine P. Jefferson the following 2 courses:

1. North 43 degrees 01 minutes West a distance of 130.21 feet to a corner in the southeasterly line of Parcel 5 at CORNER 63, a 1 inch iron pipe found flush with the ground.
2. South 68 degrees 13 minutes West a distance of 161.04 feet to the westerly corner of Parcel 4 and the southerly corner of Parcel 5 at CORNER 67, a granite monument set in place of a 7" spike found 5" deep in the ground on the northeasterly side of, and 9.2 feet from the edge of the sidewalk.

Thence along the easterly line of the Governor Hunt Road, North 41 degrees 52 minutes West a distance of 113.54 feet to CORNER 68, a granite monument set place of a leaning, 2"x 1.5' long iron pipe found 6" deep in the ground.

Thence along the southerly, easterly and northerly lines of the Zelia J. Staten Estate the following 3 courses:

1. North 68 degrees 27 minutes East a distance of 234.7 feet to the northerly corner of Parcel 5 at CORNER 69, a 1 inch iron pipe found 12" deep in a corn field.
2. North 39 degrees 14 minutes West a distance of 17.27 feet to a northwesterly corner of Parcel 4, and in the southeasterly line of Parcel 6 at CORNER 70, a capped rebar set 19" deep in a corn field.
3. South 68 degrees 23 minutes West a distance of 34.98 feet to CORNER 71, a granite monument set in place of a crooked, "1/2"x 36" long iron pipe found flush with the ground 3 feet southeasterly from the southeast corner of Jean Fortin's chain link fence.

Thence along the easterly and northerly lines of the Tkaczyk Estate the following 2 courses:

1. North 31 degrees 31 minutes West a distance of 154.2 feet to CORNER 72, a 5/8 inch rebar found 18" deep in the ground, from which Jean Fortin's chain link fence bears South 13 degrees West a distance of 4.2 feet.
2. South 61 degrees 06 minutes West a distance of 236.6 feet to CORNER 74, a granite monument set in place of a bent, 3/4"x 30" long iron pipe found flush with the ground at the easterly edge of the sidewalk.

Thence along the southwesterly line of this parcel running within the right of way of the Governor Hunt Road, North 43 degrees 03 minutes West a distance of 148.0 feet to CORNER 75, a granite monument set in place of a bent, 3/4"x 40" long iron pipe found at the easterly edge of the sidewalk.

Thence along the southerly, easterly and northerly lines of Gary J. and Marlene K. Shepard the following 4 courses:

1. North 48 degrees 27 minutes East a distance of 226.9 feet to CORNER 76, a granite monument set in place of a bent, $\frac{1}{2}$ "x 36" long iron pipe found flush with the ground.
2. North 47 degrees 45 minutes West a distance of 67.1 feet to CORNER 77, a granite monument set.
3. North 83 degrees 17 minutes West a distance of 81.3 feet to CORNER 78, a granite monument set place of $\frac{3}{4}$ x 37" long iron pipe found exposed 2" from which the northerly corner of the garage bears South 40 degrees East a distance of 23.5 feet.
4. South 47 degrees 16 minutes West a distance of 168.8 feet to CORNER 79, a granite monument set in place of a bent, $\frac{3}{4}$ "x 38" long iron pipe found at the easterly edge of the sidewalk.

Thence along the southwesterly line of this parcel running within the right of way of the Governor Hunt Road the following 2 courses:

1. North 43 degrees 07 minutes West a distance of 195.54 feet to the westerly corner of Parcel 6 at CORNER 80, a $\frac{3}{4}$ " iron pipe found at the easterly edge of the sidewalk at the southerly end of a curb cut.
2. North 48 degrees 15 minutes East a distance of 9.46 feet to Parcel 7 at CORNER 81, a marble monument 15" deep in the ground with the top broken off, and with a $\frac{5}{8}$ " rebar found along the east side.

Thence along the northeasterly line of the Governor Hunt Road, North 43 degrees 45 minutes West a distance of 94.7 feet to CORNER 83, 4"x 4" granite monument with magnet found flush with the ground on the northeasterly side of, and 8.6 feet from the edge of the sidewalk.

Thence along the southeasterly, northeasterly and northwesterly lines of the out conveyance from Parcel 7 from Vermont Yankee Nuclear Power Corporation to William T. Gilbert and Karen L. Gilbert the following 3 courses:

1. North 56 degrees 22 minutes East a distance of 172.83 feet to CORNER 84, a 4"x 5" granite monument with magnet found flush with the ground.
2. North 32 degrees 00 minutes West a distance of 242.04 feet to CORNER 85, a 4"x 4" granite monument with magnet found flush with the ground.
3. South 57 degrees 34 minutes West a distance of 220.99 feet to CORNER 86, a 4"x 4" granite monument with magnet found exposed 2" on the northeasterly side of, and 15 feet from the edge of the pavement.

Thence along the northeasterly Line of the Governor Hunt Road, North 42 degrees 47 minutes West a distance of 197.67 feet to the westerly corner of Parcel 7 and a westerly or southwesterly corner of Parcel 2-I at CORNER 87, a $\frac{5}{8}$ " rebar found flush with the ground on the northeasterly side of, and 16 feet from the edge of the pavement.

Thence along the southwesterly line of this parcel running within the right of way of the Governor Hunt Road, North 43 degrees 02 minutes West a distance of 149.97 feet to CORNER 90, a marble monument found exposed 5" on the northeasterly side of, and 16 feet from the edge of the pavement.

Thence along the southeasterly line of Faith M. Jobin, North 49 degrees 19 minutes East a distance of 149.7 feet to CORNER 91, a 4"x4" marble monument found exposed 2".

Thence along the northeasterly lines first of Faith M. Jobin and then of Marietta D'Alessandro, North 37 degrees 50 minutes West, at a distance of 220.0 feet and offset 0.4 feet right passing MONUMENT 92, a 3"x 6" granite monument found exposed 20", IN ALL a distance of 396.5 feet to the easterly corner of Parcel 2-V and the easterly corner of the out conveyance from Parcel 4 from Vermont Yankee Nuclear Power Corporation to Paul E. Miller and Mary E. Miller at CORNER 94, a 3 3/4"x 3 3/4" concrete monument with magnet found flush with the ground.

Thence along the northeasterly and northwesterly lines of Paul E. Miller and Mary E. Miller the following 3 courses:

1. North 37 degrees 53 minutes West a distance of 44.62 feet to CORNER 95, a granite monument set on the southwesterly side of, and 25 feet from the center of the railroad siding tracks.
2. Northwesterly a distance of 113.76 feet running parallel to, and 25 feet from the center of the said railroad tracks along a tangent curve concave northeasterly with a Radius of 602.52 feet and through a central angle of 10 degrees 49 minutes to CORNER 96, a granite monument set flush with the ground on the southeasterly side of, and 12 feet from the center of a farm road, which corner bears North 63 degrees 07 minutes West a distance of 113.6 feet.
3. South 49 degrees 21 minutes West a distance of 101.47 feet to the westerly corner of Parcel 2-V and the said out conveyance, and the southwesterly corner of Parcel 2-VI at CORNER 97, a granite monument set on the northeasterly side of, and 13.2 feet from the paved edge of Vt. Route 142.

Thence along the northeasterly line of Vt. Route 142, North 37 degrees 49 minutes West a distance of 12.23 feet to CORNER 99, a granite monument set 3" deep in the ground on the easterly side of, and 24.75 feet from the center of the railroad tracks.

Thence along the easterly line of the Central Vermont Railway, Inc., Northwesterly a distance of 438.9 feet and running parallel to and 24.75 feet from the center of the tracks along a tangent curve concave westerly with a Radius of 120.26 feet and through a central angle of 02 degrees 05 minutes to CORNER 15 and the Point of Beginning, which bears North 17 degrees 56 minutes West a distance of 438.88 feet.

Reference is hereby made to a mylar sheet entitled "Monument Descriptions" recorded in the Vernon Town Records at Slide 273A showing the monuments and corners used in the description of the perimeter of PARCELS 1, 2, 3, 4, 5, 6 and 7 hereof. Bearings and distances refer to the Vermont Grid, NAD83.

With regard to the perimeter description of these PARCELS 1, 2, 3, 4, 5, 6 and 7, "granite monument set" refers to granite posts with 3" brass caps stamped "VERMONT YANKEE SURVEY MONUMENT LS480 1999 No. ____" (with the designated number stamped thereon). Monuments were 5" x 5" x 36" long with the exception of 24, 26A, 27 and 28 which were 4"x 4" x 24" to 30" long. Two-10" spikes were set alongside the granite monuments for purposes of metal detection. "Capped rebar set" refers to a ¾" x 48" long rebar with a 3" brass cap stamped as above. "Brass cap" refers to a 3" stemmed brass cap stamped as above. Monuments were set flush, or as noted otherwise. Many of the monuments (particularly those away from residential buildings, roads or structures) were also witnessed by a 6' steel post with a 6" x 8" sign set alongside. "Marble monument found" refers to a 4"x 4" marble monument. All references to pipe sizes refer to the inside diameter.

Together with the right to take water from and pump water into the project reservoir for the operation of the Vermont Yankee Nuclear Plant; and

Together with easements to install, construct, maintain, and operate on land of New England Power Company adjacent to and/or under Vernon Pond:

- a. pumping equipment and other facilities, including buildings or structures containing the same, and the right to excavate such basins and channels on land of New England Power Company under Vernon Pond, as may be necessary and proper to convey water from Vernon Pond to the Vermont Yankee Plant and back to Vernon Pond;
- b. lines of pipes, conduits, and other equipment and facilities as may be necessary and proper to convey water from Vernon Pond or the Vermont Yankee Plant or both to cooling tower installations, if any, to be constructed, maintained and operated on the Vermont Yankee Plant site and the right to convey water from the aforementioned cooling tower installations to the Vermont Yankee Plant or Vernon Pond or both;
- c. roadways and the right to excavate and fill the land of New England Power Company as may be necessary and proper;
- d. a line of track and all necessary ties, fittings, equipment and appurtenances for railroad purposes in connection with the Vermont Yankee Plant and the right to excavate, fill and grade the land of New England Power Company and to install such pilings, walls, cribwork and riprap thereon, as may be necessary and proper to prevent the sliding or erosion thereof;
- e. such foundations, footings, pilings, walls, cribwork and riprap as may be necessary and proper to construct and maintain any stack to be constructed on the Vermont Yankee Plant Site and to prevent the sliding or erosion thereof;
- f. a fence or suitable barrier upon the land of New England Power Company at whatever locations Vermont Yankee Nuclear Power Corporation deems necessary in the area of the Vernon Development, subject to the reasonable approval of New England Power Company.

As created and limited by the Indenture between New England Power Company and Vermont Yankee Nuclear Power Corporation, dated August 1, 1970 and recorded in Volume 32, Page 128 of the Vernon Land Records and The Order Approving the Use of Project Lands and Reservoir issued July 31, 1970 by the Federal Power Commission for Project 1904.

MONITORING SITE 1

Being the same lands and premises from Cersosimo Lumber Company, Inc., a Vermont corporation by Quit-Claim Deed dated October 17, 1969 and recorded in the Vernon Land Records in Book 31, page 290, and described as follows:

Beginning at the Northwest corner of the premises hereby conveyed, it being the point of intersection of the town line between the Town of Brattleboro on the North and the Town of Vernon on the South with the easterly boundary line of the right-of-way of the Central Vermont Railways, Inc., formerly the New London and Northern Railroad; thence Easterly along said Town Line to the Westerly bank of the Connecticut River; thence Southerly along the Westerly bank of the Connecticut River to a point of intersection with a line extending easterly from and at right angles to the aforesaid easterly boundary line of the right-of-way of

the Central Vermont Railways, Inc., said point of intersection being 800 feet, measured along said easterly boundary line southerly from the point of beginning; thence Westerly by remaining land of the Grantor to the last point hereinabove described; thence Northerly along the easterly boundary line of the right-of-way of said Railroad, 800 feet to the point of beginning. Containing by estimation 3 acres of land, be the same more or less.

Subject to flowage rights of New England Power Company, pole line rights of New England Telephone & Telegraph Company, easement rights of Central Vermont Public Service Company and Connecticut River Power Company as the same may appear of record.

The lands hereby conveyed are a part of the lands and premises described as Parcel (2) in the deed of Woodward Lumber Company to Woodruff Lumber Company dated September 14, 1959, and recorded in the Land Records of said Vernon in Volume 27, Page 244. By Agreement of Merger between said Woodruff Lumber Company and said Cersosimo Lumber Company dated October 15, 1960, and recorded in the Land Records of the Town of Brattleboro in Book 107, Page 250, Cersosimo Lumber Company became successor in title to the land and premises hereby conveyed.

MONITORING SITE 2-I

Being the same lands and premises from Bradley and Felch, Inc., a Vermont corporation by Quit-Claim Deed dated October 16, 1969 and recorded in the Vernon Land Records in Book 31, page 303, and described as follows:

Beginning at a point on the easterly boundary line of the right-of-way of the Central Vermont Railroad (formerly the New London and Northern Railroad) said point being 368 feet North of the South face of the North abutment of the Railroad bridge over the Broad Brook, so called; thence South $51^{\circ} - 30'$ East to the original West bank of the Connecticut River; thence Southerly down the West bank of the Connecticut River to the aforesaid Broad Brook; thence up Broad Brook, along its Southerly bank, bounded by land now or formerly of Jason and Florence M. Bushnell to the right-of-way of the aforesaid Central Vermont Railroad; thence Northerly along the right-of-way of said Railroad to the point of beginning.

Subject to flowage rights of New England Power Company and other rights and easements, if any, as the same may appear of record.

Title to the hereinabove described lands and premises was derived by deed of Edward B. Bushnell et al. to the Grantor hereto by deed dated November 3, 1964 and recorded in the Land Records of the Town of Vernon in Volume 29, Page 410. Said above described premises being a portion of the property conveyed by said deed.

Reference is also hereby made to deeds recorded in said Land Records in Volume 27 at Pages 327 and 350.

MONITORING SITE 2-II

Being the same land and premises from Vernon Advent Christian Home, a Vermont corporation, by Warranty Deed dated June 27, 1967 and recorded in the Vernon Land Records in Book 30, page 267, and described as follows:

PARCEL OF LAND: Beginning at a point marked by an iron pin in the Westerly Line of the transmission line Right of Way conveyed to Connecticut River Power Company of Maine (now New England Power Company) by Martin H. Powers by easement deed dated November 18, 1907, recorded in Book 12 at Page 454 of the Land Records for the said Town of Vernon; thence running southwesterly on a course at ninety (90) degrees to said Westerly Line of the Connecticut River Power Company Right of Way for a distance of fifty (50) feet to a point, said point being the southwesterly corner of the parcel of land herein conveyed and being marked by an iron pipe driven in the ground; thence turning an included angle of ninety (90) degrees and running northwesterly forty-nine (49) feet to an iron pin set in the ledge and then continuing on the same course to the Vermont State Line on the southerly bank of the Connecticut River; thence running easterly along said State Line to a point on the said Westerly Line of the Connecticut River Power Company Right of Way; thence running southerly along said Westerly Line of the said Right of Way to an iron pin set in the ledge and continuing southerly along said Westerly Line of the Right of Way for a distance of seventy (70) feet to the point of beginning, containing approximately eight-hundredths (0.08) of an acre.

RIGHT OF WAY: The perpetual right and easement to construct, inspect, operate, maintain, reconstruct and remove a line of poles with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity, including necessary guy wires, push braces and other fixtures and appurtenances used or adopted for the purpose, upon, over, along and across lands of the Grantor which lie within that certain right of way hereinabove mentioned and conveyed by Martin H. Powers to Connecticut River Power Company of Maine (now New England Power Company) by an easement deed dated November 18, 1907 and recorded in Book 12 at Page 454 of the Land Records of the Town of Vernon.

Together with the right to cut down, keep trimmed or eliminated by such means as Grantee deems desirable all trees and underbrush within the said right of way conveyed by Martin H. Powers to Connecticut River Power Company of Maine, as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said line.

Together also with the right to pass and repass along and within the said right of way conveyed by Martin H. Powers to Connecticut River Power Company of Maine for the purposes of exercising any of the rights herein granted and to gain access to the parcel of land hereinabove described on foot and with motor vehicles and construction equipment.

Reference is hereby made and had to a survey entitled "Plot Plan, Monitor Site, Vermont Yankee Nuclear Power Corp., Vernon, Vermont; dated 5-5-67, dwg No. 1 of 1," a print of which is attached hereto and made a part hereof, for a more particular description of the herein conveyed land and rights.

Being a portion of those lands and premises conveyed to Vernon Advent Christian Home, Inc., by deed of Marion W. Towner, dated 29 March 1955 and recorded in the Land Records of the Town of Vernon in Book 26 at Page 124, to which deed and the record thereof, and to

the deeds, instruments and records therein or thereby referred to further reference may be had for a more particular description of the premises herein conveyed.

SECOND PARCEL

Being all and the same lands and premises described in the Warranty Deed from Patricia M. Thomas to Entergy Vermont Yankee, LLC dated September 29, 2004, recorded in Book 94 at Page 108 of the Vernon Land Records, and being more particularly described as follows:

Being all and the same land and premises conveyed to Kenneth V. Thomas, now deceased, and Patricia M. Thomas by Warranty Deed of Vermont Yankee Nuclear Power Corporation dated August 13, 1982 and recorded in Book 42, Page 493 of Vernon Land Records, wherein said land and premises are more particularly described as follows:

Being a portion of the same lands and premises conveyed by Warranty Deed of the Central Vermont Public Service Corporation to the Vermont Yankee Nuclear Power Corporation dated March 6, 1968 and recorded in the Vernon Land Records in Book 30, at Page 382, being Parcel VII therein; being all and the same lands and premises conveyed by Warranty Deed of Eva I. Capon, Widow, to the Central Vermont Public Service Corporation dated April 12, 1967 and recorded in the Vernon Land Records in Book 30, at Page 239, and described therein as follows:

“Being all and the same lands and premises conveyed to Allen Capen, now deceased, and Eva I. Capen, husband and wife, by deed of John L. Williams and wife dated May 26, 1966 and recorded in Vernon Land Records in Book 30, at Page 124 and in said deed described as follows:

Beginning at an iron spike set in the easterly line of the Old County Road, so-called, in the northerly line of lands of Connecticut River Power Co., said spike being located North 68° 08' 30" East at a distance of 9.00 feet from an old concrete bound believed to mark the northwest corner of lands of said Connecticut River Power Co.; thence North 42° 58' 45" West in the east line of said highway 76.00 feet to a new 1" iron pin marking the southwest corner of lands conveyed by Grantors John L. Williams and Dorothy W. Williams to Walter Zaluzny and Julia M. Zaluzny; thence North 50° 55' East in the south line of said Zaluzny lands 150.35 feet to a new 1" iron pin at the southeast corner thereof; thence North 68° 08' 30" East along lands of John L. Williams and Dorothy W. Williams, 280.46 feet to a new 1" iron pin for a corner; thence South 57° 08' East, 141.36 feet along lands of the said John L. Williams and Dorothy W. Williams to an old concrete bound marking the northeast corner of lands of Connecticut River Power Co., 478.32 feet to the point of beginning; together with buildings thereon; said conveyed premises including (1) part of the premises conveyed by deed of Staten to the said Capens by deed recorded in Book 18, Page 109, (2) all of the premises conveyed to said Capens by deed of said Staten as recorded in Book 18, Page 102, (3) the extreme southeasterly part of the premises conveyed by Emery G. Howe and Edith M. Howe to Walter Zaluzny and Julia M. Zaluzny as recorded in Book 26, Page 18, and (4) a part of the premises conveyed to Grantors John L. Williams and Dorothy W. Williams by deed of Emery G. Howe and Edith M. Howe, as recorded in Book 26, Pages 221-222, all of Vernon Land Records.”

The two deeds between John L. Williams and Dorothy W. Williams, husband and wife, and Allen Capen and Eva I. Capen, husband and wife, dated May 26, 1966 and recorded on

June 14, 1966 in the Vernon Land Records in Book 30, at Page 124, and Book 30, Page 125, were recorded in reverse order.

Reference is hereby made to the aforementioned deeds and their records and to the deeds referred to therein and their records in further aid of this description.

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