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Page 1 of 25 07/18/2001 04:05PM

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BK 1031 PG 819  
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## GRANT OF CONSERVATION RESTRICTIONS

WHEREAS, USGen New England, Inc., a Delaware corporation with its principal place of business in Bethesda, Maryland, (hereinafter "Grantor"), is the owner in fee of certain real property and of other real estate interests in Franklin and Berkshire Counties, Massachusetts, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, Grantor is the owner and licensed operator of the Deerfield River Hydroelectric Project as authorized under the Federal Energy Regulatory Commission License No. 2323 (hereinafter the "Deerfield River Hydroelectric Project") which makes certain property of the Grantor, being part of the Deerfield River Hydroelectric Project ("Project Lands"), subject to all terms and conditions of Federal License No. 2323 and to all other rules and regulations of the Federal Energy Regulatory Commission ("hereinafter FERC"); and

WHEREAS, this property contains approximately 1362 acres of primarily undeveloped land (provided, however, Grantor makes no representations herein regarding actual acreage), some of which is in agricultural and forestry use, which provides wildlife habitat, natural resource protection, as well as recreational and scenic opportunities; and

WHEREAS, the Massachusetts Department of Environmental Management is a state agency whose purposes include the preservation of undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific and natural resources of the state through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic and environmental health of Massachusetts is closely linked to its agricultural and forest lands, which not only produce food products, fuel, timber and other products, but also provide much of Massachusetts' scenic beauty, upon which the state's tourist and recreation industries depend; and

WHEREAS, the Grantor's predecessor in title to the aforesaid real estate, New England Power Company, entered into a Settlement Agreement dated October 5, 1994 (hereafter "Settlement"), providing for the re-licensing of the Deerfield River and the Bear Swamp Hydroelectric Projects, which by its terms is binding upon the Grantor as successor in title; and

WHEREAS, the Settlement calls for the protection of the Project Lands and certain riverine non-Project lands both as defined therein;

NOW, THEREFORE, Grantor, in consideration of Ten Dollars and other valuable consideration paid, GRANTS to the Massachusetts Department of Environmental Management whose principal offices are at 251 Causeway Street, Boston, Massachusetts 02114, and its successors and assigns (hereinafter "Grantee") forever, perpetual conservation restrictions (as more particularly set forth below), as defined in G. L. c. 184, §§ 31-33, and for the purposes set forth in Article 97 of the Massachusetts Constitution, on certain tracts of land consisting of the Project Lands and the riverine non-Project lands, situated in the Towns of Rowe, Monroe,

Property Location: Deerfield River - Rowe, Monroe, Charlemont, Buckland,  
Conway, Shelburne and Deerfield, Franklin County  
Florida, Berkshire County

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BK 1031 PG 820

Charlemont, Buckland, Conway, Shelburne and Deerfield, in Franklin County, and Florida in Berkshire County, Massachusetts (hereinafter "Protected Property"), said Protected Property being more particularly described by the documents set forth in Schedule A, attached hereto and incorporated herein, and shown on maps on file with FERC.

The conservation restrictions hereby conveyed to Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below, subject to rights specifically reserved by Grantor herein. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and run with the land. Grantee accepts such covenants in order to achieve the Purposes set forth in Section I, below.

#### I. Purposes of this Grant

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

1. This Grant serves to implement the agreement to preserve in their natural state the Protected Property associated with the Deerfield River Hydroelectric Project, while allowing for the continued operation of the Electricity Business as described in Paragraph I of Section III, below, that was negotiated as part of the Deerfield River Re-licensing Settlement entered into on October 5, 1994. The intent of this Grant is to implement the conservation protections agreed to, consistent with the Settlement, with the exception that the protections granted herein will be of perpetual duration.
2. To contribute to the implementation of the policies of the Commonwealth of Massachusetts designed to foster the conservation of the state's scenic, agricultural, forestry and other natural resources.
3. To conserve wood lands and open lands, and public access thereto, conserve wildlife and riverine habitat and other natural resource values of the Protected Property for the scenic, recreational and educational benefit of the public.

Grantor and Grantee recognize these scenic, forestry, recreational, agricultural, and natural values of the Protected Property, and share the common purpose of conserving these values by the conveyance of the conservation restrictions, to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of these scenic, forestry, recreational, agricultural, and natural resource values, except as herein set forth. Grantee accepts such conservation restrictions in order to conserve these values for present and future generations.

#### II. Restricted Uses of Protected Property

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1. The Protected Property shall not be used for purposes other than agricultural, forestry, educational, non-commercial recreation, open space and electric transmission and hydroelectric generation purposes as set forth herein. No residential, commercial, industrial, or mining activities shall

be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Protected Property, except in furtherance of the Grantor's business described in Paragraph 1 of Section III or as specifically permitted under this Grant.

2. Except in furtherance of the Grantor's business described in Paragraph 1 of Section III or as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be conveyed, constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantee. Grantee may grant such permission if it determines, in its sole reasonable discretion, that any such improvement would be consistent with the Purposes of this Grant, and not adversely affect the agricultural and forestry potential, wildlife habitat value, or the scenic beauty of the Protected Property.

3. Except when incidental to the furtherance of the Grantor's business described in Paragraph 1 of Section III, there shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain signs indicating the name of the Protected Property, boundary markers, directional signs, signs restricting hunting or trespassing on the Protected Property, memorial plaques, temporary signs indicating that the Protected Property is for sale or lease, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises and temporary political or religious signs. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee.

4. The placement, collection or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except in connection with the Grantor's business described in Paragraph 1 of Section III and otherwise at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The storage and spreading of manure, lime or other fertilizer for agricultural practices and purposes and the temporary storage of trash in receptacles for periodic off-site disposal shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as incidental to the business operation of Grantor described in Paragraph 1 of Section III hereof and except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall mining of subsurface oil, gas, or other minerals be permitted.

6. The Protected Property shall not be subdivided or conveyed in separate parcels except (a) when necessary in furtherance of the uses permitted in Paragraph 1 of Section III, or (b) to carry out one of the other permitted uses in Section III. Any subdivision pursuant to subparagraph (b) will be subject to the Grantee's approval, such approval not to be unreasonably withheld. Any subdivision must be consistent with maintaining forestry management units that maintain the potential and current productivity of the lands for commercial forestry and preventing the fragmentation of wildlife habitat.

7. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is inconsistent with the Purposes of this Grant.

3812

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BK 1031 PG 822

### III. Permitted Uses of the Protected Property

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

1. The right to use the Protected Property for all uses and activities associated with the present and future operation of the business of the generation of hydroelectric energy and the transmission and distribution of high and low voltage electricity and the transmission of intelligence by electrical energy or other means ("the Electricity Business"). Existing hydroelectric developments may be operated, maintained and replaced as necessary, but wholly new hydroelectric developments (e.g., dams and associated facilities) shall not be constructed, operated or maintained. New facilities may be added involving the transmission of intelligence in connection with the generation, transmission, and distribution of electricity, in which case, Grantor will use best efforts, to the extent practicable, to cause such facilities to be located on, or in proximity to, areas already used by facilities associated with the Electricity Business and to avoid or minimize negative impacts to the scenic, forestry, recreational, agricultural and natural values of the Protected Property.

The Grantor shall also have the right to make the following uses of the Protected Property, while using best efforts to avoid major negative impacts to the scenic, forestry, recreational, agricultural, and natural resource values of the Protected Property, or at a minimum, using best efforts to minimize, to the extent practicable, such impacts where they cannot be avoided:

2. The right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair access roads for these purposes; provided, however, that Grantor shall secure the written approval of Grantee prior to any clearing of forest land to establish new fields, orchards or pastures. Grantee's approval shall not be unreasonably withheld or conditioned, provided that such clearing is consistent with the Purposes of this Grant and the Forestry Management Plan prepared pursuant to Section IV.

3. The right to perform forest management activities in accordance with Section IV. Grantor will provide fifteen (15) days prior written notice to the Grantee of any commercial timber harvesting activity, unless such activities or notice for such activities are already specified in the plan prepared pursuant to Section IV.

4. The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned provided that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant. The conditions, restrictions and prohibitions set forth in this paragraph shall not apply to the Electricity Business. Any rights retained by the Grantor in this paragraph are in addition to and subject to the rights and obligations set out in Paragraph 1 of Section III.

5. The right to clear, construct, and maintain public campgrounds, boat launches, trail shelters, parking areas, visitor and information facilities and trails for walking, horseback riding, skiing, and other non-motorized, recreational activities within and across the Protected Property. Snowmobiling may be permitted at the discretion of Grantor. The Grantor will provide free public access with no charge or fees to the water and undeveloped lands. Grantor may charge reasonable user fees to recover the actual cost of providing and operating developed public recreation facilities. Any rights retained by the Grantor in this paragraph are in addition to the reserved right to continue the Electricity Business.

#### IV. Forest Management

In connection with Grantor's operation of the Deerfield River Hydroelectric Project, and as an activity secondary thereto, Grantor shall perform forest management activities but only in accordance with a Forest Management Plan ("Forestry Plan"), to be approved by the Grantee prior to implementation. Said plan shall be consistent with the Deerfield River Project L.P. 2323 Forest Management Plan ("Management Plan") dated June 9, 1998, as approved and modified by FERC by Order issued November 24, 1999, and the Massachusetts Forestry Cutting Practices Act, G. L. c. 132, §§ 40-46 ("Mass. Cutting Practices Act") as applicable. All updates, amendments or other changes to the Forestry Plan shall be submitted to Grantee for its approval prior to any harvesting. The Forestry Plan as updated, amended or changed from time-to-time is hereinafter referred to as the "Amended Forestry Plan." Grantee's approval of the Forestry Plan and any Amended Forestry Plan shall not be unreasonably withheld or conditioned if the Forestry Plan and Amended Forestry Plan has been prepared by a professional forester and if the Forestry Plan and the Amended Forestry Plan are consistent with the Purposes of this Grant and the Mass. Cutting Practices Act. The Forestry Plan and any Amended Forestry Plan shall be consistent with the Purposes of this Grant and the Management Plan, and shall include at least the following elements (except that, those elements of the Forestry Plan or Amended Forestry Plan which do not change need not be re-submitted in updates, amendments or changes to the Forestry Plan):

- a) Grantor's forest management objectives;
- b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
- c) Forest stand ("treatment unit") descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment);
- d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);
- e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places); and
- f) Historic and cultural resource considerations (identification of known resources and associated management recommendations).

3812

95

BK 1031 PG 824

The Forestry Plan shall be updated at least once every ten (10) years if Grantor intends to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event the Grantor proposes a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five (5) years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forestry Plan for Grantee's approval prior to conducting any alternative treatment.

Disapproval by Grantee of a Forestry Plan or an Amended Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantee, however, may approve a Forestry Plan or an Amended Forestry Plan in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of trees or the establishment or re-establishment of a field, orchard or pasture. Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantee may select to determine whether the Forestry Plan or Amended Forestry Plan would be detrimental to the values identified in Section 1. "Heavy cut" shall mean the harvesting of wood products below the "C-Line" or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Service Silvicultural Guidelines for the Northeast, or by applying a similar, successor standard approved by Grantee, or the harvesting of wood products that does not conform with the standards provided in the Mass. Cutting Practices Act.

#### V. Enforcement of the Restrictions

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the restrictions herein. In connection with such efforts, Grantee, or its designee, may, at its own risk, make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes Grantee, or its designee, shall have the right of reasonable access to the Protected Property upon such terms and conditions and following such prior notice to Grantor as Grantor may from time to time reasonably impose and require. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages when recovered, may be applied by Grantee to corrective action on the Protected Property, if necessary. If such court determines that Grantor has failed to comply with this Grant after receiving notice of noncompliance and reasonable opportunity to correct, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with the terms of this Grant, and

that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

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

#### VI. Integrity of the Hydroelectric Project

1. The Grantee covenants and agrees with the Grantor that at any and all times that Grantee enters upon the Protected Property the Grantee shall take all necessary precautions to protect the scenic, recreational and environmental values of the Protected Property.

2. The Grantee covenants and agrees with the Grantor that Grantee's enforcement of the conservation restrictions set forth herein shall not endanger health, create a nuisance or otherwise be incompatible with the current use and operation of the Deerfield River Hydroelectric Project, or any future change in use as may from time to time be approved by FERC.

3. The Grantee acknowledges and agrees with the Grantor that this Grant of Conservation Restrictions and all terms and conditions contained herein are subject to Grantor's Federal License No. 2323 as issued by FERC and all the terms and conditions thereof and all amendments thereto or other licenses or orders which may be issued by FERC in connection with the Deerfield River Hydroelectric Project as well as any rules and regulations promulgated by FERC in the future.

4. The Grantee acknowledges and agrees with the Grantor that nothing in this Grant of Conservation Restrictions shall defeat, lessen or be in degradation of any interest or right acquired or reserved by the Grantor in connection with the Deerfield River Hydroelectric Project and issued under Federal License No. 2323.

5. The Grantee acknowledges that this grant of Conservation Restrictions by the Grantor is in full satisfaction of the Grantor's obligations under Section V, subsection A, of the Settlement, dated October 5, 1994.

#### VII. Notices

1. Unless otherwise provided herein or by law Grantor shall provide at least forty-five (45) days written notice prior to commencing any activity requiring Grantee's prior approval under the terms of this Grant. Grantor shall provide Grantee information reasonably necessary to determine whether the proposed activity is consistent with the purposes of this Grant. Grantee shall respond within forty-five

3812

97

BK 1031 PG 826

(45) days of receipt of such notice providing its consent, or specifying why the proposed activity is in conflict with this Grant. Grantee's approval shall not be unreasonably withheld. In the event that Grantee does not respond within forty-five (45) days of confirmation of actual receipt of such prior notice, Grantee will be deemed to have approved the activity.

#### VIII. Miscellaneous Provisions

1. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable law.
2. Grantee may transfer the conservation restrictions conveyed by Grantor herein only to a qualified government or non-government conservation organization that (a) agrees to enforce the conservation Purposes of this Grant, in accordance with the regulations established by the Internal Revenue Service governing such transfers (if applicable) and (b) has first been approved in writing by Grantor, The Conservation Law Foundation (CLF) and The Appalachian Mountain Club (AMC) (to the extent that CLF and AMC continue to exist), each of whom may withhold such approval in its sole discretion.
3. In the event the conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any damages which are specifically allocated to the extinguishment of the conservation restrictions created by this Grant. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific and natural resources of the state through non-regulatory means.
4. This grant is made subject to existing rights of third parties, if any, including but not limited to all existing rights and easements of record of New England Power Company; without any warranties or covenants of title; and subject to all matters now of record in the Registries of Deeds of the Counties in which the Protected Property is located.
5. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation restrictions described herein and shall indicate that said restrictions are binding upon all successors in interest in the Protected Property in perpetuity.
6. Grantee shall be entitled to record any instruments necessary in the future to continue the validity of this Grant, and Grantor agrees to cooperate and execute any instruments necessary to do so.
7. If circumstances arise under which amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment may be made that will be inconsistent with the purposes of this Restriction, affect its perpetual duration, violate the provisions of Article 97 of the Amendments to the Massachusetts Constitution, nor adversely affect any of the significant conservation values of the Protected Property. Any amendment to this restriction shall be duly recorded in the appropriate Registry of Deeds.



3812

98

BK 1031 PG 827

8. In the event all or any portion of the Protected Property is no longer required for electrical generation and transmission purposes, then existing, approved or with regulatory approvals pending (the "Surplus Property"), Grantee shall have, upon receipt of notice from the Grantor of the availability of Surplus Property ("Grantor's Notice"), an option to purchase the Surplus Property, subject to all regulatory approvals. Grantee shall exercise such option by giving written notice to Grantor at any time during the period ending six (6) months after Grantee's receipt of Grantor's Notice. The purchase price for the Surplus Property shall be the Fair Market Value of the Surplus Property (determined as hereafter provided).

If Grantor and Grantee shall not agree on the Fair Market Value of the Surplus Property within thirty (30) days after Grantee's notice exercising such option to purchase the Surplus Property, Fair Market Value shall be determined by appraisers (who shall hold the MAI designation), one to be chosen by Grantor, one to be chosen by Grantee, and a third to be selected, if necessary, as below provided. The written decision of a majority of the three appraisers shall be conclusive. Grantor and Grantee shall each notify the other of its chosen appraiser within fifteen (15) days following the call for appraisal. Such two appraisers shall attempt to reach a unanimous decision within thirty (30) days after their designation. If such two appraisers do not reach a unanimous decision within such time, they shall be afforded seven (7) days to choose a third appraiser. If they shall be unable to select a third appraiser, then they shall so notify the then President of the Greater Boston Real Estate Board and request him to select an impartial third appraiser, who shall hold the MAI designation. Such impartial third appraiser and the first two chosen shall hear the parties and their evidence and render their decision. Grantor and Grantee shall bear the expense of the third appraiser (if any) equally.

If Grantee shall exercise the option set forth in this Section, Grantor shall sell, and Grantee shall buy, subject to appropriation and necessary governmental approvals, the Surplus Property upon the terms set forth in this Section, including the following:

- (a) Unless otherwise agreed by Grantee, included in the sale as part of the Surplus Property are the buildings, structures and improvements now or hereafter thereon and the fixtures belonging to Grantor and used in connection therewith, including, if any, all furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing fixtures, electrical and lighting fixtures, fences, gates, trees, shrubs, plants, and, if built in, air conditioning equipment and ventilators.
- (b) The Surplus Property shall be conveyed by a good and sufficient quitclaim deed running to Grantee, or to the nominee designated by Grantee, and such deed shall convey a good and clear record and marketable title thereto, free from all encumbrances, except
  - (i) provisions of existing building and zoning laws;
  - (ii) such real estate taxes that are not Grantee's obligation to pay under this Lease;
  - (iii) any liens for municipal betterments assessed after the date of this Lease; and
  - (iv) all matters of record in the appropriate Registry of Deeds on the date Grantee exercises its option.
- (c) The purchase price for the Surplus Property shall be paid at the time of delivery of the deed by a check of the Commonwealth drawn by the State Treasurer or his designee.

3812

99

BK 1031 PG 828

- (d) Such deed shall be delivered at 10:00 a.m. on the thirtieth (30th) day (or if such day is not a business day, the first business day thereafter) after the purchase price shall be determined ("Closing Date"), at the offices of Foley, Hoag & Eliot, One Post Office Square, Boston, Massachusetts, unless otherwise agreed in writing. It is agreed that time is of the essence.
- (e) Full possession of the Surplus Property, free of all tenants and occupancy shall be delivered at the time of delivery of the deed, the Surplus Property to be in its then "as-is" condition.
- (f) If Grantor shall be unable to give title or to make conveyance or to deliver possession of the Surplus Property, all as herein stipulated, then, at the option of either party, all obligations of all parties under this Section shall cease and this Section shall be void without recourse to the parties hereto.
- (g) Grantee shall have the election to accept such title as Grantor can deliver to the Surplus Property in its then condition and to pay therefor the purchase price without deduction, in which case Grantor shall convey such title, provided that if there exists any title defect which may be cured by the payment of a readily ascertainable sum, such sum shall be deducted from the purchase price and used by Grantee to cure such defect simultaneously with the Closing.
- (h) The acceptance of a deed by Grantee or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation contained or expressed in this Section.

9. The term "Grantor" shall include the successors and assigns of USGen New England, Inc. The term "Grantee" shall include the permitted successors and assigns of the original Grantee, the Massachusetts Department of Environmental Management.

The land and real property interests held by Grantor to which these restrictions apply are described in deeds set out in Schedule A attached hereto, to which deeds reference may be had for Grantor's title.

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

TO HAVE AND TO HOLD said granted conservation restrictions, with all the privileges and appurtenances thereof, to the said Grantee, the Massachusetts Department of Environmental Management, its permitted successors and assigns, to their own use and behoof forever.

3812

100

BK 1031 PG 829

IN WITNESS WHEREOF, Grantor executes this Grant under seal this 16<sup>th</sup> day of July, 2001.

Signed and delivered  
In The Presence Of:

GRANTOR  
USGen New England, Inc.

Thomas B. Powers  
Witness to GEORGE T. GRUNBECK

By: George T. Grunbeck

## COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

At One Bowdoin Square, Boston, this 16<sup>th</sup> day of July, 2001, personally appeared George Grunbeck, VICE PRESIDENT of US Gen New England, Inc., duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of USGen New England, Inc., before me.

Robert M. Polatin  
Notary Public:

My commission expires: 3/3/06

3812

101

BK 1031 PG 830

**SCHEDULE A  
PROTECTED PROPERTY**

All those parcels of land and other real property interests, whether appurtenant or in gross, located in the towns of Rowe, Monroe, Buckland, Conway, Shelburne and Deerfield, Franklin County, Massachusetts, and the town of Florida, Berkshire County, Massachusetts, conveyed by New England Power Company (NEPCO) to Grantor by several instruments on record with the Franklin County Registry of Deeds in Greenfield, Massachusetts, and with the Berkshire Northern District Registry of Deeds in Adams, Massachusetts, being recorded as follows:

**Franklin Registry:**

1. Deed of NEPCO to Grantor dated August 21, 1998, Book 3393, Page 285 (Sherman).
2. Deed of NEPCO to Grantor dated August 18, 1998, Book 3393, Page 342 (Deerfield 2)<sup>1</sup>.
3. Deed of NEPCO to Grantor dated August 18, 1998, Book 3393, Page 333 (Deerfield 3)<sup>2</sup>.
4. Deed of NEPCO to Grantor dated August 21, 1998, Book 3393, Page 323 (Deerfield 4).
5. Deed of NEPCO to Grantor dated August 21, 1998, Book 3393, Page 299 (Deerfield 5).

**North Berkshire Registry:**

1. Deed of NEPCO to Grantor dated August 21, 1998, Book 963, Page 221 (Deerfield 4).
2. Deed of NEPCO to Grantor dated August 21, 1998, Book 963, Page 197 (Deerfield 5).

Also, unrecorded deed of NEPCO to Grantor dated July 10, 2001 (Zoar Gap picnic area).

Said parcels of land are shown on enlarged USGS topographic and other maps on file with the Federal Energy Regulatory Commission, License No. 2323.

Excepting from this conveyance any portion of the land or interests in land located within the bounds of the Bear Swamp Pumped Storage Facility located in the towns of Florida and Rowe, Massachusetts, shown on a plan entitled "Existing Conditions Plan of Bear Swamp - Project No. 2669 Prepared for USGen New England, Inc., Florida & Rowe, Massachusetts" dated November 23, 1998, by Cullinan Engineering Company, Inc., of Auburn and Boston, Massachusetts, a copy of which is on file with the Grantor and the Grantee, the bounds of said Facility being more particularly described in Exhibit A, attached.

Excepting also from this conveyance a parcel of land containing 14 acres, more or less, located in the Shelburne Village area of the town of Buckland, Massachusetts, shown on an unrecorded plan entitled "Plan of F.E.R.C. License Exclusion Buckland (Franklin Co.), MA Surveyed for USGen New England, Inc." dated September 14, 2000, by Ainsworth Associates, Inc., of Greenfield, Massachusetts, a reduced

<sup>1</sup> See also Document No. 5665 on Certificate of Title 7, and Certificate of Title 1202, Registration Book 7, Page 107  
<sup>2</sup> See also Document No. 5664 on Certificate of Title 8, and Certificate of Title 1201, Registration Book 7, Page 106

3812

102

BK 1031 PG 831

copy of which is attached hereto as Exhibit B; another parcel of land located in Buckland on the west side of the Deerfield River on which Grantor's No. 4 Development, so-called, is located, including the powerhouse, penstock, forebay, gates and other facilities associated therewith, as shown on Exhibits C and C-1, attached hereto, being all or a portion of the parcel identified as DRE 180 on said Exhibits, and another parcel of land also located in the Shelburne Village area of Buckland on which Grantor's dam, gateworks, and associated facilities are located, and which is identified as DRE 210 on Exhibit D attached hereto.

3812

103  
BK 1031 PG 832EXHIBIT A  
BEAR SWAMP DESCRIPTION

DESCRIPTION OF LAND IN THE COMMONWEALTH OF MASSACHUSETTS, LOCATED ON TUNNEL ROAD IN THE TOWN OF ROWE, FRANKLIN COUNTY, AND ALSO ON RIVER ROAD IN THE TOWN OF FLORIDA, BERKSHIRE COUNTY, BEING OWNED BY USGEN NEW ENGLAND, INC., KNOWN AS AND LICENSED BY THE FEDERAL ENERGY REGULATORY COMMISSION AS "BEAR SWAMP - PROJECT 2669" BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND ON THE NORTHERLY SIDELINE OF TUNNEL ROAD AT THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF USGEN NEW ENGLAND INC.;

THENCE: N 01° 54' 58" W A DISTANCE OF 338.16 FEET ;

THENCE: N 42° 05' 30" E A DISTANCE OF 46 FEET ;

THENCE: N 00° 23' 30" E A DISTANCE OF 759 FEET ;

THENCE: N 53° 51' 30" W A DISTANCE OF 167 FEET ;

THENCE: N 81° 38' 30" W A DISTANCE OF 199 FEET ;

THENCE: S 81° 40' 30" W A DISTANCE OF 172 FEET ;

THENCE: S 88° 40' 30" W A DISTANCE OF 178 FEET ;

THENCE: N 74° 09' 30" W A DISTANCE OF 2323 FEET ;

THENCE: S 88° 02' 30" W A DISTANCE OF 448 FEET ;

THENCE: N 89° 11' 30" W A DISTANCE OF 200 FEET ;

THENCE: N 85° 53' 30" W A DISTANCE OF 852 FEET ;

THENCE: N 09° 28' 30" W A DISTANCE OF 396 FEET TO AN IRON PIN FOUND ON THE SOUTHERLY SIDELINE OF THE RIVER ROAD ;

THENCE: CROSSING THE RIVER ROAD ON A TIE COURSE OF N 09° 28' 30" W A DISTANCE OF 67.15 FEET TO THE NORTHERLY LINE OF SAID ROAD ;

THENCE: N 09° 28' 30" W A DISTANCE OF 415.95 FEET ;

THENCE: N 09° 28' 30" W A DISTANCE OF 495 FEET ;

THENCE: N 09° 28' 30" W A DISTANCE OF 1180 FEET TO FIFE BROOK ;

THENCE: SOUTHEASTERLY ALONG SAID BROOK A DISTANCE OF 114 FEET ;

3812

104

BK 1031 PG 833

THENCE: N 03° 28' 25" E A DISTANCE OF 1150 FEET ;  
THENCE: S 84° 46' 35" E A DISTANCE OF 1399 FEET ;  
THENCE: N 13° 46' 05" E A DISTANCE OF 926 FEET ;  
THENCE: N 75° 36' 07" W A DISTANCE OF 2024.90 FEET ;  
THENCE: S 56° 26' 48" W A DISTANCE OF 833.26 FEET ;  
THENCE: S 04° 32' 25" W A DISTANCE OF 84.84 FEET ;  
THENCE: N 72° 16' 35" W A DISTANCE OF 1199.80 FEET ;  
THENCE: N 27° 08' 25" E A DISTANCE OF 191.92 FEET ;  
THENCE: S 84° 32' 35" E A DISTANCE OF 1087.60 FEET ;  
THENCE: S 03° 23' 40" W A DISTANCE OF 35.51 FEET ;  
THENCE: N 56° 24' 25" E A DISTANCE OF 756.82 FEET ;  
THENCE: S 75° 41' 33" E A DISTANCE OF 1852.87 FEET ;  
THENCE: N 56° 09' 51" E A DISTANCE OF 968.51 FEET ;  
THENCE: S 68° 43' 44" E A DISTANCE OF 1251.80 FEET ;  
THENCE: S 84° 23' 17" E A DISTANCE OF 2067.75 FEET ;  
THENCE: N 63° 15' 24" E A DISTANCE OF 1484 FEET TO OTHER LAND OF USGEN NEW  
ENGLAND, INC., KNOWN AS "DEERFIELD NO. 5 - PROJECT 2323" ;  
THENCE: S 22° 15' 37" E A DISTANCE OF 381.22 FEET TO RIVER ROAD, SAID POINT LAYING  
234 FEET EASTERLY OF A CONCRETE BOUND FOUND ;  
THENCE: N 67° 12' 19" E ALONG RIVER ROAD A DISTANCE OF 193.00 FEET ;  
THENCE: S 05° 55' 41" E CROSSING RIVER ROAD A DISTANCE OF 68.96 FEET ;  
THENCE: S 05° 55' 41" E A DISTANCE OF 526 FEET TO THE 880 FOOT CONTOUR ELEVATION ;  
THENCE: EASTERLY AND NORTHERLY ALONG THE 880 FOOT CONTOUR BUT EXCEPTING  
THE DEERFIELD NO. 5 POWERHOUSE A DISTANCE OF 5430 FEET TO SAID "DEERFIELD NO.  
5 - PROJECT 2323" ;  
THENCE: S 88° 49' 20" E A DISTANCE OF 1360 FEET ;  
THENCE: S 13° 08' 40" W A DISTANCE OF 1645 FEET ;

3812

105

BK 1031 PG 834

THENCE: S 88° 09' 20" E A DISTANCE OF 165 FEET ;  
THENCE: S 08° 08' 40" W A DISTANCE OF 1655 FEET ;  
THENCE: S 88° 09' 20" E A DISTANCE OF 231 FEET ;  
THENCE: S 11° 12' 34" E A DISTANCE OF 527.74 FEET ;  
THENCE: S 25° 19' 40" W A DISTANCE OF 231 FEET ;  
THENCE: S 10° 19' 40" W A DISTANCE OF 924 FEET ;  
THENCE: S 89° 19' 40" W A DISTANCE OF 231 FEET ;  
THENCE: S 38° 40' 05" W A DISTANCE OF 771.72 FEET ;  
THENCE: S 07° 48' 55" E A DISTANCE OF 496.13 FEET ;  
THENCE: S 08° 15' 10" E A DISTANCE OF 412.91 FEET ;  
THENCE: S 13° 53' 39" E A DISTANCE OF 792.18 FEET ;  
THENCE: S 87° 39' 54" W A DISTANCE OF 1665.96 FEET ;  
THENCE: S 05° 30' 19" E A DISTANCE OF 725.91 FEET ;  
THENCE: S 87° 51' 22" W A DISTANCE OF 501 FEET ;  
THENCE: S 05° 30' 19" E A DISTANCE OF 1161 FEET TO TUNNEL ROAD ;  
THENCE: S 88° 12' 20" W A DISTANCE OF 178.10 FEET ;  
THENCE: N 76° 13' 02" W A DISTANCE OF 117.15 FEET ;  
THENCE: S 87° 20' 38" W A DISTANCE OF 402.92 FEET ;  
THENCE: AN ARC DISTANCE OF 156.62 FEET ALONG A CURVE TO THE RIGHT HAVING A  
RADIUS OF 200.00 FEET AND AN INTERIOR ANGLE OF 44° 52' 08" ;  
THENCE: N 47° 47' 14" W A DISTANCE OF 99.24 FEET ;  
THENCE: N 65° 51' 26" W A DISTANCE OF 326.50 FEET ;  
THENCE: AN ARC DISTANCE OF 142.91 FEET ALONG A CURVE TO THE LEFT HAVING A  
RADIUS OF 150.00 FEET AND AN INTERIOR ANGLE OF 54° 35' 13" ;  
THENCE: S 59° 33' 21" W A DISTANCE OF 182.30 FEET ;  
THENCE: AN ARC DISTANCE OF 134.59 FEET ALONG A CURVE TO THE LEFT HAVING A  
RADIUS OF 300.00 FEET AND AN INTERIOR ANGLE OF 25° 42' 18" ;



3812

106

BK 1031 PG 835

THENCE: S 33° 51' 03" W A DISTANCE OF 152.04 FEET ;

THENCE: S 42° 17' 56" W A DISTANCE OF 81.03 FEET ;

THENCE: S 50° 33' 56" W A DISTANCE OF 68.40 FEET ;

THENCE: S 56° 55' 56" W A DISTANCE OF 97.07 FEET ;

THENCE: S 47° 50' 56" W A DISTANCE OF 140.37 FEET ;

THENCE: AN ARC DISTANCE OF 231.29 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 351.75 FEET AND AN INTERIOR ANGLE OF 37° 40' 26" ;

THENCE: S 85° 31' 22" W A DISTANCE OF 89.88 FEET ;

THENCE: AN ARC DISTANCE OF 114.72 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 158.50 FEET AND AN INTERIOR ANGLE OF 41° 28' 05" ;

THENCE: S 44° 03' 17" W A DISTANCE OF 231.85 FEET ;

THENCE: S 42° 38' 29" W A DISTANCE OF 211.03 FEET ;

THENCE: S 39° 11' 00" W A DISTANCE OF 223.95 FEET ;

THENCE: S 62° 50' 19" W A DISTANCE OF 249.64 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

EXCEPTING RIVER ROAD, DESCRIBED AS FOLLOWS :

BEGINNING AT AN IRON PIN FOUND ON THE WESTERLY SIDELINE OF LAND OF USGEN NEW ENGLAND, INC., AND ON THE SOUTHERLY SIDELINE OF RIVER ROAD

THENCE: S 88° 50' 48" E A DISTANCE OF 528.64 FEET ;

THENCE: S 82° 37' 35" E A DISTANCE OF 200.00 FEET TO A POINT 33 FEET RIGHT OF STATION 0+00 AS SHOWN ON THE DECEMBER 5, 1972 BERKSHIRE COUNTY LAYOUT OF RIVER ROAD IN FLORIDA ;

THENCE: S 82° 37' 35" E A DISTANCE OF 390.00 FEET ;

THENCE: AN ARC DISTANCE OF 673.77 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF 100° 47' 39" ;

THENCE: N 03° 25' 13" W A DISTANCE OF 180.17 FEET ;

THENCE: AN ARC DISTANCE OF 212.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 406.20 FEET AND AN INTERIOR ANGLE OF 30° 00' 02" ;

THENCE: N 33° 25' 13" W A DISTANCE OF 728.80 FEET ;

3812

107

BK 1031 PG 836

THENCE: AN ARC DISTANCE OF 380.24 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF  $68^{\circ} 43' 34''$ ;

THENCE: N  $35^{\circ} 18' 20''$  E A DISTANCE OF 134.75 FEET;

THENCE: AN ARC DISTANCE OF 283.73 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF  $42^{\circ} 26' 43''$ ;

THENCE: N  $07^{\circ} 08' 25''$  W A DISTANCE OF 84.94 FEET;

THENCE: AN ARC DISTANCE OF 207.38 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF  $37^{\circ} 28' 58''$ ;

THENCE: N  $30^{\circ} 20' 35''$  E A DISTANCE OF 166.46 FEET;

THENCE: AN ARC DISTANCE OF 110.71 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF  $16^{\circ} 33' 43''$ ;

THENCE: N  $13^{\circ} 46' 52''$  E A DISTANCE OF 1570.56 FEET;

THENCE: AN ARC DISTANCE OF 591.41 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF  $106^{\circ} 53' 36''$ ;

THENCE: S  $59^{\circ} 19' 32''$  E A DISTANCE OF 453.82 FEET;

THENCE: AN ARC DISTANCE OF 407.91 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 993.00 FEET AND AN INTERIOR ANGLE OF  $23^{\circ} 32' 11''$ ;

THENCE: S  $82^{\circ} 51' 44''$  E A DISTANCE OF 761.09 FEET;

THENCE: AN ARC DISTANCE OF 401.91 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6512.67 FEET AND AN INTERIOR ANGLE OF  $3^{\circ} 32' 09''$ ;

THENCE: S  $86^{\circ} 23' 53''$  E A DISTANCE OF 1091.37 FEET;

THENCE: AN ARC DISTANCE OF 335.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.84 FEET AND AN INTERIOR ANGLE OF  $40^{\circ} 00' 00''$ ;

THENCE: AN ARC DISTANCE OF 245.05 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1040.02 FEET AND AN INTERIOR ANGLE OF  $13^{\circ} 30' 00''$ ;

THENCE: N  $67^{\circ} 06' 07''$  E A DISTANCE OF 173.00 FEET;

THENCE: AN ARC DISTANCE OF 287.22 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1061.70 FEET AND AN INTERIOR ANGLE OF  $15^{\circ} 30' 00''$ ;

THENCE: AN ARC DISTANCE OF 428.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1573.56 FEET AND AN INTERIOR ANGLE OF  $15^{\circ} 36' 12''$ ;

THENCE: N  $67^{\circ} 12' 19''$  E A DISTANCE OF 406.98 FEET TO OTHER LAND OF USGEN NEW ENGLAND INC., KNOWN AS "DEERFIELD NO. 5 - PROJECT 2323";

3812

108

BK 1031 PG 837

THENCE: CROSSING RIVER ROAD ON A TIE COURSE OF N 05° 55' 41" W A DISTANCE OF 68.96 FEET;

THENCE: S 67° 12' 19" W A DISTANCE OF 427.00 FEET;

THENCE: AN ARC DISTANCE OF 446.50 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1639.56 FEET AND AN INTERIOR ANGLE OF 15° 36' 12";

THENCE: AN ARC DISTANCE OF 269.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 995.70 FEET AND AN INTERIOR ANGLE OF 15° 30' 00";

THENCE: S 67° 06' 07" W A DISTANCE OF 173.00 FEET;

THENCE: AN ARC DISTANCE OF 260.60 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1106.02 FEET AND AN INTERIOR ANGLE OF 13° 30' 00";

THENCE: AN ARC DISTANCE OF 289.61 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 414.84 FEET AND AN INTERIOR ANGLE OF 40° 00' 00";

THENCE: N 86° 23' 53" W A DISTANCE OF 1091.37 FEET;

THENCE: AN ARC DISTANCE OF 397.84 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 6446.67 FEET AND AN INTERIOR ANGLE OF 3° 32' 09";

THENCE: N 82° 51' 44" W A DISTANCE OF 761.09 FEET;

THENCE: AN ARC DISTANCE OF 380.80 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 927.00 FEET AND AN INTERIOR ANGLE OF 23° 32' 11";

THENCE: N 59° 19' 32" W A DISTANCE OF 453.82 FEET;

THENCE: AN ARC DISTANCE OF 714.54 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF 106° 53' 36";

THENCE: S 13° 46' 52" W A DISTANCE OF 1570.56 FEET;

THENCE: AN ARC DISTANCE OF 91.63 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF 16° 33' 43";

THENCE: S 30° 20' 35" W A DISTANCE OF 166.46 FEET;

THENCE: AN ARC DISTANCE OF 250.56 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF 37° 28' 58";

THENCE: S 07° 08' 25" E A DISTANCE OF 84.94 FEET;

THENCE: AN ARC DISTANCE OF 234.84 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF 42° 26' 43";

THENCE: S 35° 18' 20" W A DISTANCE OF 134.75 FEET;

3812

109

BK 1031 PG 838

THENCE: AN ARC DISTANCE OF 459.41 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET AND AN INTERIOR ANGLE OF  $68^{\circ} 43' 34''$ ;

THENCE:  $S 33^{\circ} 25' 13''$  E A DISTANCE OF 728.80 FEET;

THENCE: AN ARC DISTANCE OF 178.13 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.20 FEET AND AN INTERIOR ANGLE OF  $30^{\circ} 00' 02''$ ;

THENCE:  $S 03^{\circ} 25' 13''$  E A DISTANCE OF 180.17 FEET;

THENCE: AN ARC DISTANCE OF 557.66 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 317.00 FEET AND AN INTERIOR ANGLE OF  $100^{\circ} 47' 39''$ ;

THENCE:  $N 82^{\circ} 37' 35''$  W A DISTANCE OF 390.00 TO STATION 0+00 OF SAID COUNTY LAYOUT;

THENCE:  $N 82^{\circ} 37' 35''$  W A DISTANCE OF 203.59 FEET;

THENCE:  $N 88^{\circ} 50' 48''$  W A DISTANCE OF 544.64 TO A POINT ON THE WESTERLY LINE OF LAND OF USGEN NEW ENGLAND INC.;

THENCE: CROSSING THE RIVER ROAD ON A TIE COURSE OF  $S 09^{\circ} 30' 06''$  E A DISTANCE OF 67.16 TO AN IRON PIN FOUND AT THE POINT OF BEGINNING.

CONTAINING 1256 ACRES, MORE OR LESS

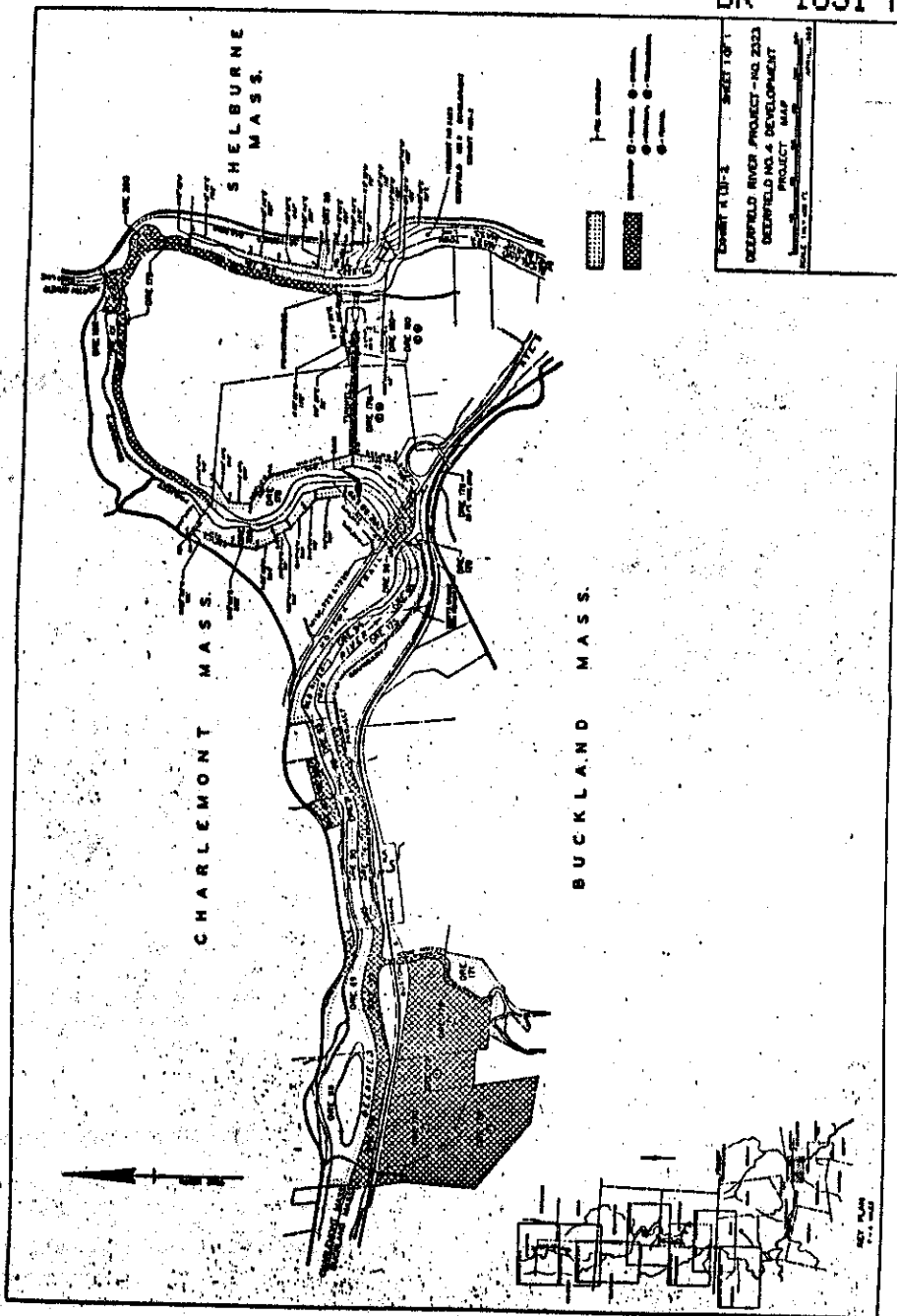


3812

111

EXHIBIT C

BK 1031 PG 840

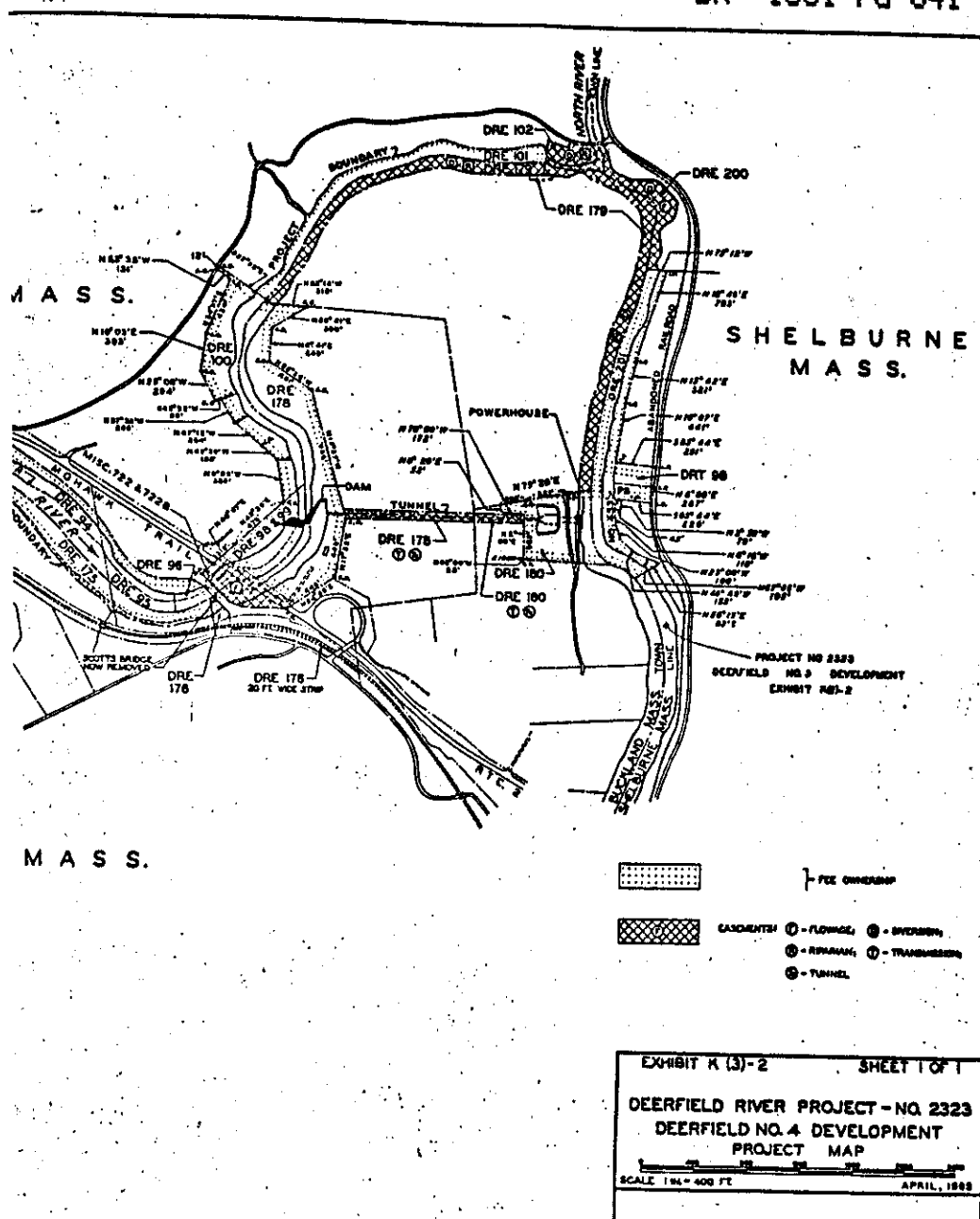


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112

EXHIBIT C-1

BK 1031 PG 841



3812

113

EXHIBIT D

BK 1031 PG 842





3812

114

## ACCEPTANCE OF GRANT

BK 1031 PG 843

Grantee joins herein for the purpose of accepting the foregoing grant and agreeing to be bound by the provisions thereof.

IN WITNESS WHEREOF, Grantee executes this Grant under seal this 11th day of July, 2001.

GRANTEE  
Commonwealth of Massachusetts  
Department of Environmental Management

By: Peter C. Webber  
Peter C. Webber, Commissioner

## COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

At 11:00am, this 11th day of July, 2001, personally appeared Peter C. Webber, the Commissioner of the Massachusetts Department of Environmental Management, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Commonwealth of Massachusetts, before me.

John Black  
Notary Public: John Black

My commission expires: May 27, 2001

Commonwealth of Massachusetts  
Berkshire County  
A True Copy from Book 1031 Page 819  
in the Northern District Registry  
of Deeds  
Attest: Christopher J. Jolan  
REGISTER

END OF DOCUMENT  
Northern Berkshire Registry of Deeds

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register