

Appendix 6.2.TDI-NE.7

NECPL - Deeds and Options for Converter Station Properties

- NECPL - Vermont Warranty Deed Re 27 Nelson Road (October 31, 2013)
- NECPL - Notice of Option Agreement Re Stowell Property (May 22, 2014)
- NECPL - Ludlow Vermont Subdivision Approval, Stowell Property

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, DONALD W. ANDERSON, the undersigned principal, of the Town of Guilford, Connecticut, do hereby make, constitute and appoint GREGORY V. MAURIELLO of the Town of Ludlow, and State of Vermont, my true and lawful attorney in fact for me and in my name, place and stead, and my behalf, and for my benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, as specifically pertains to the sale of real property located at **278 Nelson Road, Ludlow, Vermont**, herein "the property."
2. To sign, acknowledge and deliver any and all documents necessary and required to consummate the sale of the property including, but not limited to purchase and sale contracts, property transfer tax returns, closing statements, deeds, all required disclosures and affidavits, and any and all other documents incident to the sale and to receive all reimbursements and to pay all closing expenses, including legal fees and other costs.
3. This is a limited power of attorney applicable only to any and all duties, obligations, rights, powers, and responsibilities arising from the sale of the property. Granting and giving unto said attorney in fact authority and power to do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the grantor might or could do if personally present.
4. This power of attorney shall not be affected by the disability of the principal. All acts done by the attorney in fact pursuant to the power during any period of disability or incompetence or uncertainty as to whether the principal is dead or alive have the same effect and inure to the benefit of and bind the principal or his heirs, devisees and personal representative as if the principal were alive, competent and not disabled.
5. To induce any third party to act hereunder, I agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on this instrument. This Power of Attorney shall be effective for ninety days from the date executed below.

Dated this 25th day of October, 2013.



DONALD W. ANDERSON

In the presence of:

I declare that the principal appeared to be of sound mind and free from duress at the time the power of attorney was signed and that the principal has affirmed his awareness of the nature of the document and is signing it freely and voluntarily.


WITNESS DONNA AMENTO

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

At said state and county this 25th day of October, 2013, personally appeared Donald W. Anderson, personally known to me, and he acknowledged the foregoing instrument, by him signed and subscribed, to be his free act and deed.

Before me:



Notary Public

My commission expires:

JACQUELINE A. MONTCLAIR

NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2014

LUDLOW, VT Town Clerk's Office
Received For Record
October 31, 2013
at 11 o'clock 15 minutes A M
Recorded in Book 374 Page 413
Neal - Co
Town Clerk

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, SUSAN E. ANDERSON, the undersigned principal, of the Town of Guilford, Connecticut, do hereby make, constitute and appoint GREGORY V. MAURIELLO of the Town of Ludlow, and State of Vermont, my true and lawful attorney in fact for me and in my name, place and stead, and my behalf, and for my benefit:

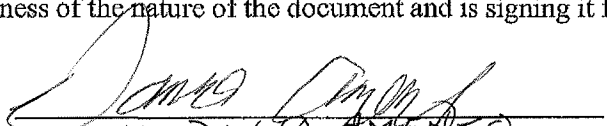
1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, as specifically pertains to the sale of real property located at **278 Nelson Road, Ludlow, Vermont**, herein "the property."
2. To sign, acknowledge and deliver any and all documents necessary and required to consummate the sale of the property including, but not limited to purchase and sale contracts, property transfer tax returns, closing statements, deeds, all required disclosures and affidavits, and any and all other documents incident to the sale and to receive all reimbursements and to pay all closing expenses, including legal fees and other costs.
3. This is a limited power of attorney applicable only to any and all duties, obligations, rights, powers, and responsibilities arising from the sale of the property. Granting and giving unto said attorney in fact authority and power to do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the grantor might or could do if personally present.
4. This power of attorney shall not be affected by the disability of the principal. All acts done by the attorney in fact pursuant to the power during any period of disability or incompetence or uncertainty as to whether the principal is dead or alive have the same effect and inure to the benefit of and bind the principal or her heirs, devisees and personal representative as if the principal were alive, competent and not disabled.
5. To induce any third party to act hereunder, I agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on this instrument. This Power of Attorney shall be effective for ninety days from the date executed below.

Dated this 25 day of October, 2013.


SUSAN E. ANDERSON

In the presence of:

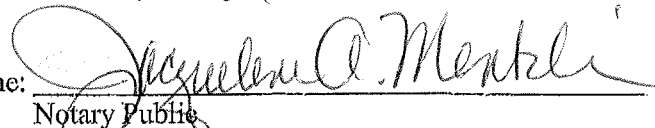
I declare that the principal appeared to be of sound mind and free from duress at the time the power of attorney was signed and that the principal has affirmed her awareness of the nature of the document and is signing it freely and voluntarily.


WITNESS DONNA AMATO

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

At said state and county this 25th day of October, 2013, personally appeared Susan E. Anderson, personally known to me, and she acknowledged the foregoing instrument, by her signed and subscribed, to be her free act and deed.

Before me:


Notary Public

My commission expires: _____

JACQUELINE A. MONTCLAIR
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2014

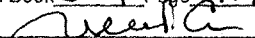
LUDLOW, VT Town Clerk's Office

Received For Record

October 31, 2013

at 11 o'clock 15 minutes A M

Recorded in Book 374 Page 414


Town Clerk

VERMONT WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, **DONALD W. ANDERSON and SUSAN E. ANDERSON**, of the Town of Guilford and State of Connecticut, Grantors, in the consideration of One Dollar and other valuable consideration paid to our full satisfaction by **Champlain VT, LLC**, a Delaware Limited Liability Company, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee,

CHAMPLAIN VT, LLC

to it and its successors and assigns forever, a certain piece of land in the Town of Ludlow in the County of Windsor, and State of Vermont described as follows:

Being all and the same lands and premises conveyed to Donald W. Anderson and Susan E. Anderson by Warranty Deed of Deborah C. Beardsley and Charles W. Beardsley, Jr., dated October 1, 2001 and recorded in Book 210 at Page 1 of the Town of Ludlow Land Records and more particularly described therein as follows:

Being all and the same lands and premises conveyed to Deborah C. Beardsley by Warranty Deed of Donald R. Edwards and C. Jennie Edward dated September 5, 1997 and recorded in Book 168 at page 512 of the Ludlow Land Records in which Deed said lands and premises are more particularly described as follows:

“Being all and the same lands and premises conveyed to Donald R. Edward and C. Jeannie Edwards by warranty deed of Raymond Long and Suzanne Long dated March 22, 1985 and recorded March 26, 1985 in Book 92, Page 221 of the Ludlow Land Records. The premises are therein described as follows:

‘Being all and the same lands and premises as were conveyed to the said Grantors by Martin and Alice W. Nitka by deed dated August 23, 1984, recorded in Book 87, pages 80-81 of the Ludlow Land Records and in said deed described as follows:

Being all and the same land and premises as were conveyed to Martin Nitka and Alice W. Nitka by Ruby B. Smith by deed dated February 22, 1973 and recorded in Book 61, Page 443-4 of the Ludlow Land Records and in said deed described as follows:

Being a portion of the same lands and premises as were conveyed to Charles L. Smith, Sr., Ruby B. Smith, Anita L. Smith Andersen and Ingar Fred Andersen by Wallace C. Schinoski by deed dated September 27, 1963, recorded in Book 51, Pages 263-4 of the Ludlow Land Records and described as follows:

Commencing at an iron stake driven in the ground at the easterly edge of the road leading from Twenty Mil Stream Road to the Pettiner Hill Road at the end of a wire fence which point is northwest of the Ruby B. Smith homestead and sugar-house and the northwest corner of the herein conveyed premises; thence easterly along said wire fence a distance of approximately 509 feet to a junction of another wire fence and the Deryl and Jennifer Stowell boundary; thence southwesterly along a wire fence and the aforesaid bound and premises a distance of approximately 557 feet to the junction of another wire fence; thence southwesterly along said wire fence and the said Stowell bound and premises a distance of approximately 243 feet to the easterly edge of the aforesaid road; thence northwesterly along the edge of said road a distance of approximately 575 feet to the point of beginning, meaning to convey the Ruby B. Smith homestead structure, sugar-house, and approximately 3 acres of land be the same more or less.

Reference is hereby had to a deed from Anita L. Smith Andersen and Ingar Fred Andersen to Ruby B. Smith dated February 3, 1973, to be recorded in the Ludlow and Records.

The water rights set forth in said deed from Ruby Smith to the herein Grantors are purposely excluded from this conveyance.”

Reference is hereby made to the aforementioned deed, to the deeds mentioned therein and to the Town of Ludlow Land Records in aid of this description.

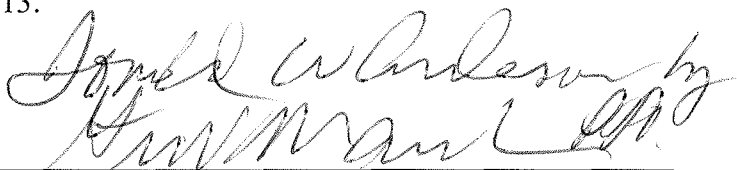
TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Champlain VT, LLC, to it and its successors and assigns forever, to their own use and behoof forever; and we, Donald W. Anderson and Susan E. Anderson, for ourselves and our heirs, executors and administrators, do

COVENANT with the said Grantee, Champlain VT, LLC, and its successors and assigns, that until the en sealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are

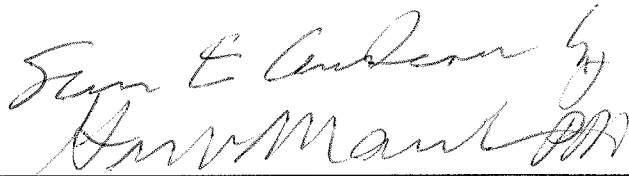
FREE FROM EVERY ENCUMBRANCE, except as aforesaid; and we hereby engage to

WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

Dated this 31st day of October, 2013.

A handwritten signature in cursive script, appearing to read "Donald W. Anderson by Gregory V. Mauriello".

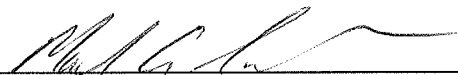
DONALD W. ANDERSON by Gregory V. Mauriello,
his Attorney-In-Fact by Power of Attorney



SUSAN E. ANDERSON by Gregory V. Mauriello,
her Attorney-In-Fact by Power of Attorney

STATE OF VERMONT)
COUNTY OF WINDSOR)

At Ludlow, Vermont, this 31st day of October, 2013, personally appeared Gregory V. Mauriello, Attorney-In-Fact for Donald W. Anderson and for Susan E. Anderson, and he acknowledged this instrument, by him signed and subscribed, to be his free act and deed and the free act and deed of Donald W. Anderson and Susan E. Anderson.

Before me: 
Notary Public
My Commission expires: 2/10/15

LUDLOW, VT Town Clerk's Office

Received For Record

October 31, 2013

at 11 o'clock 15 minutes A M

Recorded in Book 374 Page 415-417

[Signature]
Town Clerk

ACKNOWLEDGEMENT
RETURNED RECEIVED

SIGNED [Signature] CLERK

DATE 10/31/2013

Notice of Option Agreement

This Notice of Option Agreement is made as of the 22nd day of May, 2014. Notice is hereby given of an Option Agreement (the "Agreement") dated May 22, 2014, by and between Deryl J. Stowell, Jennifer U. Stowell and Sara E. Stowell, Co-Trustees of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000, and Jennifer U. Stowell, Deryl J. Stowell and Sara E. Stowell, Co-Trustees of the Jennifer U. Stowell Revocable Trust U/A dated June 12, 2000 (referred to herein together as the "Grantor"), and Champlain VT, LLC, a Delaware limited liability company, its successors and assigns (the "Grantee").

1. The names and addresses of the parties to the Agreement are as follows:

Grantor: Deryl J. Stowell Revocable Trust U/A dated June 12, 2000
PO Box 231
Ludlow, VT 05149

Jennifer U. Stowell Revocable Trust U/A dated June 12, 2000
PO Box 231
Ludlow, VT 05149

Grantee: Champlain VT, LLC
600 Broadway
Albany, NY 12207

2. The date of the Agreement is as set forth above.
3. The Grantor has granted the Grantee an option to purchase certain real property owned by the Grantor and located at Nelson Road, Ludlow, Vermont, which is a portion of the real property described on Exhibit A hereto.
4. The initial term for the exercise of the option is four years from the date hereof.
5. The term for the exercise of the option may be renewed by the Grantee for an additional two-year period.
6. The Grantor has granted the Grantee a right of first refusal with respect to certain real property owned by the Grantor and located at Nelson Road, Ludlow, Vermont, which is a portion of the real property described on Exhibit A hereto.
7. The initial term for the right of first refusal is co-extensive with the option term.
8. The term for the right of first refusal may be extended by the Grantee for an additional twenty-year period.
9. A copy of the Agreement is on file with the Grantor and the Grantee.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Notice of Option Agreement effective as of the date first set forth above.

GRANTOR:

DERYL J. STOWELL REVOCABLE TRUST U/A
DATED JUNE 12, 2000

Deryl J. Stowell
Deryl J. Stowell, Trustee

Jennifer U. Stowell
Jennifer U. Stowell, Trustee

Sara E. Stowell
Sara E. Stowell, Trustee

STATE OF VERMONT
Windsor COUNTY, SS.

At Springfield, Vermont this 22 day of May, 2014, personally appeared Deryl J. Stowell, Trustee of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000 and acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000.

[Signature]
Notary Public

STATE OF VERMONT
Windsor COUNTY, SS.

At Springfield, Vermont this 22 day of May, 2014, personally appeared Jennifer U. Stowell, Trustee of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000 and acknowledged the foregoing instrument by her signed and sealed to be her free act and deed and the free act and deed of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000.

[Signature]
Notary Public

STATE OF VERMONT
Windsor COUNTY, SS.

At Springfield, Vermont this 22 day of May, 2014, personally appeared Sara E. Stowell, Trustee of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000 and acknowledged the foregoing instrument by her signed and sealed to be her free act and deed and the free act and deed of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000.

[Signature]
Notary Public

IN WITNESS WHEREOF, the parties have executed this Notice of Option Agreement effective as of the date first set forth above.

GRANTEE:

CHAMPLAIN VT, LLC

By: 

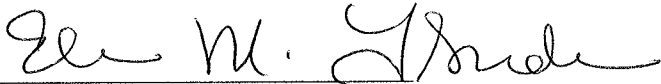
Name: Donald J. Sessone

Title: CEO

STATE OF NEW YORK

New York COUNTY, SS

At Ny, New York, this 3 day of June, 2014, personally appeared Donald J. Sessone of Champlain VT, LLC, and acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of Champlain VT, LLC.



Notary Public

ELLEN M. TUM SUDEN
Notary Public, State of New York
No. 01TU4638969
Qualified in New York County
Commission Expires 2/28/15

Exhibit A

Legal Description

Being all and the same land and premises conveyed to Deryl J. Stowell and Jennifer U. Stowell, Co-Trustees of the Deryl J. Stowell Revocable Trust U/A dated June 12, 2000 and Jennifer U. Stowell and Deryl J. Stowell, Co-Trustees of the Jennifer U. Stowell Revocable Trust U/A dated June 12, 2000 by Quit Claim Deed of Deryl J. Stowell and Jennifer U. Stowell dated June 12, 2000 and recorded June 19, 2000 in Book 195 at Page 154 of the Town of Ludlow Land Records.

Being all the same lands and premises located in Ludlow, Vermont conveyed to Deryl J. Stowell and Jennifer U. Stowell by Deed of Donald L. Markwell and Deanna L. Markwell dated August 1, 1966 and recorded in the Ludlow Town Land Records regarding that certain portion of said conveyance located in Ludlow and therein described as follows:

“Also another piece of land, in Ludlow in the County of Windsor aforesaid described as follows: Bounded on the south by land now or formerly owned by Samuel N. Flack, Ameretta Flack, Worth C. Flack and Caroline Flack, a stone wall; on the west by the highway leading from the former residence of the said Flacks past the dwelling house formerly of L.J. White to Tyson; on the north by land formerly of the said L.J. White and the 12 acre lot owned by Kate D. Wheeler; and on the east by land belonging to the Bates Farm so-called and land now owned by the said Herbert F. Riford, being a pasture and containing 70 acres of land more or less.”

LUDLOW, VT Town Clerk's Office
Received For Record

June 5, 2014

at 10 o'clock 55 minutes A M

Recorded in Book 378 Page 135-158

[Signature]
Town Clerk



Ludlow, Vermont

Town & Village Subdivision Application

Property Location: Nelson Road

Parcel ID: 040409.000

Circle one: **Subdivision** Boundary Line Adjustment Amendments

Property Owner: Jennifer U. Stowell Revocable Trust

Phone No.: 802-226-7439

Mailing Address: PO Box 212, Proctorsville, VT 05153

Applicant: Champlain VT, LLC, d/b/a TDI New England

Phone No.: 802-477-3830

Mailing Address: PO Box 155, Charlotte, VT 05445

Zoning District: TR Floodway/Plain: N/A Lot Size: 27 AC Number of Lots: 1 Road Frontage: 1,375'

Proposed Lots: One lot for Vermont Section 248 Project (New England Clean Power Link)

Waste Water Approved on: N/A for Lots Bedrooms

Permit No.: N/A

A plot plan, showing the information required by Article 2, must be attached to this application. Also submit copies of any required State (Subdivision) or Federal permits already obtained and named here:

No State or Federal Permits have been obtained yet.

The property owner must sign this application.

Property Owner Signature: Jennifer U. Stowell Revocable Trust

Date: May 3 2015

Applicant Signature: [Signature]

Date: May 4, 2015

Application No:

Fee:

Date:

Date Referred to the Development Review Board:

Compliance with Zoning District Regulations:

Scheduled for Hearing at p.m.

Administrative Officer:

Date: