

APR 07 2016

GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT

THIS GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT ("Grant") is made this 3rd day of February, 2016, by WR Vilas LLC, a Vermont limited liability company with its principal place of business located in Burlington, Vermont, its successors and assigns ("Grantor"), for the benefit of the State of Vermont, Agency of Natural Resources, and any successor agencies ("Agency of Natural Resources") ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns the lands and premises known as and numbered 258 & 260 North Winooski Avenue in the City of Burlington, in Chittenden County, Vermont (the "Parcel"), consisting of 0.494 acres, more or less, as more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Parcel was formerly used for a mixture of residential and commercial purposes, and the Parcel has been issued SMS Site #2012-4337 by the Agency of Natural Resources as a result of the presence of tetrachloroethene (PCE) in subsurface soil and soil vapor on the Parcel, as well as the presence of Polycyclic Aromatic Hydrocarbons (PAHs) in soil on the Parcel; and

WHEREAS, the Grantor has re-developed the Parcel for residential and commercial uses; and

WHEREAS, the Grantor and its predecessor in title have cooperated with the Agency of Natural Resources to study and evaluate conditions on the Parcel associated with the prior commercial uses of the Parcel and of lands and premises that adjoin the Parcel, and Grantor has performed certain activities on the Parcel and constructed certain improvements to the Parcel (the "Corrective Actions") with the prior written approval of the Agency of Natural Resources (as indicated by Notice of Approved Corrective Action dated October 29, 2013, as modified by Updated Notice of Approved Corrective Action dated December 31, 2013) and with the expectation that the Agency of Natural Resources would issue a Certificate of Completion for the Parcel upon the completion thereof (as indicated by Brownfields Reuse and Liability Limitation Act Determination of Eligibility dated December 23, 2013); and

WHEREAS, the Corrective Actions consist of the excavation of two building foundations each measuring $\pm 3,500$ sq. ft., the installation of vapor barriers and active sub-slab depressurization systems beneath the two building foundations, and the removal of PCE contaminated soils from an area measuring $\pm 2,200$ sq. ft. prior to the construction of a parking lot, all as summarized on the plan entitled "Corrective Action Site Plan", prepared by Waite - Heindel Environmental Management dated January 28, 2015, a copy of which is attached hereto as Exhibit B and made a part hereof, which also indicates the portion of the Parcel on which the Corrective Actions were performed; and

WHEREAS, it is the purpose of this instrument to convey certain real property rights to the Grantee, being the easements, rights of access, obligations, covenants and use restrictions set forth below, which will run with the Parcel in perpetuity, which are necessary with respect to those portions of the Parcel on which the Corrective Actions were performed to ensure that the Corrective Actions remain in effect and to ensure that future activities on the Parcel do not interfere with the Corrective Actions, or in any way increase the ecological, human, or environmental risks at the Parcel; and

WHEREAS, these environmental restrictions, rights of access and easement are required under the terms of the Certificate of Completion entered into between Grantor and Grantee with respect to the Parcel, dated January 7, 2016, a true and correct copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the Grantor agrees that these environmental restrictions, right of access and easement, will run with the Parcel in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Certificate of Completion, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor and Grantee, the Grantor, by these presents does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee, the State of Vermont, Agency of Natural Resources and its authorized representatives, successors and assigns, and with WARRANTY, COVENANTS forever, the following easements, rights of access, obligations, covenants and use restrictions with respect to the Parcel:

1. Easement Rights of Access.

a. Subject to the terms and conditions of Section 1(b), Grantor grants to Grantee the perpetual right and easement and right of access in, on, upon, to, through, over and under the Parcel for the following purposes:

- i. monitoring and oversight of all aspects of the Corrective Actions;
- ii. verifying any data or information submitted by Grantor or its agents to the Agency of Natural Resources;
- iii. assessing the need for, planning, or implementing additional response actions at the Parcel;
- iv. determining whether the Parcel is being used in a manner that is prohibited or restricted by this Grant;
- v. enforcing the rights of Grantee to the Parcel and the covenants of the Grantor set forth herein;
- vi. all other activities necessary to implement, construct, operate or maintain the Corrective Actions.

b. By its acceptance of this Grant, Grantee acknowledges that the Parcel has been developed with two buildings that include both residential dwelling units and commercial spaces, and agrees that (i) except in the event of an emergency, including the existence of an actual or potential threat to human health or the environment, Grantee shall not exercise its rights hereunder in a manner that will or may be disruptive to the residents or tenants of the Parcel without first providing Grantor with at least ten (10) calendar days prior written notice of the actions that it desires or intends to take, (ii) in exercising its rights hereunder, Grantee will not unreasonably interfere with the rights, use and enjoyment of the Parcel by Grantor and the residents or tenants of the Parcel, (iii) Grantee will repair and restore any damage to the Parcel caused by the exercise of its rights hereunder to the condition

that existed prior to Grantee's exercise of its rights hereunder, and (iv) Grantee will indemnify and hold Grantor and the residents or tenants of the Parcel harmless from and against loss or damage from property damage or personal injury to the extent caused directly by the acts of Grantee or its agents in the exercise of Grantee's rights hereunder.

2. Restricted Uses and Activities. By its acceptance of this Grant, Grantee approves the use of the Parcel for the construction and operation of two buildings that include both residential dwelling units and commercial spaces that may be used, subject to the terms of this Grant, for restaurant, office or retail uses. Subject to the foregoing approval, Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:

- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel;
- b. Grantor shall not use the Parcel, conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
 - i. unreasonably interfere with any investigations of the environmental conditions at the Parcel;
 - ii. cause or exacerbate contamination of the Parcel or contamination of off-site properties; or
 - iii. pose or present any risk to the implementation, construction, operation, or maintenance of the Corrective Actions.
- c. Grantor shall not take or authorize any of the following activities or actions on the Parcel without the prior express written consent from the Grantee:
 - i. Construction, substantial improvement, or stabilization of buildings or any work on the foundations of buildings;
 - ii. Plowing, tilling, ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials;
 - iii. Construction activities which will materially change hydrogeologic conditions or will likely cause migration of contaminated groundwater;
 - iv. Any other use that may impact or adversely affect the implementation, construction, operation, and maintenance of the Corrective Actions.

3. Enforcement.

- a. The Grantee shall be entitled to enforce the terms of this Grant by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont.
- b. The Grantor agrees that a material violation of this Grant will constitute irreparable harm and entitle Grantee to injunctive relief.
- c. All reasonable costs and expenses of Grantee, including, but not limited to, reasonable attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
- d. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in this Grant shall be construed to limit or otherwise affect the Agency of Natural Resources' rights of entry and access provided by law or regulation.
- e. Enforcement of the terms of this Grant shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this Grant shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this Grant.
- f. Grantee shall be entitled to recover monetary damages for violations of the terms of this Grant, or for any injury to the response actions.
- g. Grantee shall be entitled to recover damages for injury to the public health and welfare or to the environment protected by this Grant.

4. Severability. The provisions of this Grant are severable. If any provision of this Grant is invalid, or if any application of this Grant to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

5. Provisions to Run With the Land in Perpetuity. The environmental restrictions, rights of access, easements, obligations and covenants, granted in this Grant shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors and assigns.

6. Incorporation into Leases. Grantor hereby agrees to incorporate the terms and provisions of this Grant, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Parcel, or any portion thereof, is conveyed.

7. Termination.

- a. This Grant may be modified, or terminated in whole or in part only upon written agreement between the Grantor, its successors or assigns, and the Grantee, signed by the Grantee and recorded in the land records in the City of Burlington.

- b. The Grantee may terminate this Grant, in whole or in part, at such time or times, if ever, when the Grantee, in its sole reasonable discretion, determines that termination is necessary or that the purposes for which this Grant was granted have been achieved.

8. Miscellaneous Rights and Obligations.

- a. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of this Grant.
- b. If Grantor or its successors and assigns become delinquent in payment of property taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.
- c. Grantor does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel is free and clear of any and all encumbrances except as set forth on Exhibit D attached hereto and made a part hereof, that Grantor shall warrant, defend, and indemnify against all lawful claims whatever, and that Grantee and its successors and assigns shall have the use of and enjoyment all of the benefits derived from and arising out of this Grant.
- d. Grantee shall be entitled to record this Grant, or to record a notice making reference to the existence of this Grant, in the Land Records for the City of Burlington as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A. Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.
- e. The parties hereto recognize and agree that the benefits of the environmental restrictions, easement, and right of access granted and imposed herein are in gross and are assignable by Grantee, subject to notice to Grantor and recording of the assignment in the Land Records for the City of Burlington.

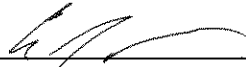
TO HAVE AND TO HOLD the easements, rights of access, obligations, covenants and use restrictions set forth above unto the said Grantee, Vermont Agency of Natural Resources, its authorized representatives, successors and assigns forever. Grantor, WR Vilas LLC, for itself and its successors and assigns, does covenant with the Grantee and its successors and assigns that until the ensembling of these presents, it is the sole owner of the Parcel, and has good right and title to convey the easements, rights of access, obligations, covenants and use restrictions set forth above in manner aforesaid; and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

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

WR Vilas LLC


Witness

By:


Erik J. Hoekstra, Manager

STATE OF VERMONT
COUNTY OF CHITTENDEN, ss.

At Burlington this 3rd day of February, 2016, Erik J. Hoekstra, Manager of WR Vilas LLC, personally appeared and acknowledged this Grant by him sealed and subscribed to be his own free act and deed and the free act and deed of WR Vilas LLC.

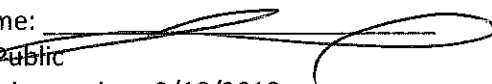
Before me: 
Notary Public
Commission expires: 2/10/2019

Exhibit A
Property Description

Being all and the same lands and premises conveyed by Warranty Deed from 256-262 N. Winooski, LLC to WR Vilas LLC dated January 27, 2014 and recorded on January 29, 2014 in Volume 1242, Page 267 of the City of Burlington Land Records, and by Warranty Deed from 256-262 N. Winooski, LLC to WR Vilas LLC dated January 27, 2014 and recorded on January 29, 2014 in Volume 1242, Page 268 of the City of Burlington Land Records, and being more particularly described in such deeds as follows:

260-262 North Winooski Ave., Burlington, VT

Being all and the same lands and premises conveyed to 256-262 N. Winooski, LLC by Warranty Deed from Opportunities Credit Union dated November 19, 2012 and recorded in Volume 1196, Page 419 of the City of Burlington Land Records and being all and the same lands and premises conveyed to 256-262 N. Winooski, LLC by Quit Claim Deed from Bushey Property Holdings, LLP, Leo W. Bushey (a/k/a Leo W. Bushey, Jr.) and Larry J. Bushey dated September 17, 2013 and recorded in Volume 1233 at Page 228 of the City of Burlington Land Records, and described therein in both instruments as follows:

"Being all and the same lands and premises conveyed to Opportunities Credit Union by Deed of Collector of Delinquent Taxes for the City of Burlington of Scott Schrader duly appointed Collector of Delinquent Taxes for the City of Burlington, dated December 1, 2011 and recorded December 15, 2011 in Volume 1155, Page 487 of the City of Burlington Land Records, and being more particularly described therein as follows:

'Being the property conveyed by Quit Claim Deed of Larry J. Bushey and Leo W. Bushey to Bushey Property Holdings, LLP, dated March 6, 2002 and recorded in Volume 813, Page 231 of the Burlington Land Records and described as "Being lands and premises commonly known and designated as 260-262 North Winooski Ave., Burlington, VT."

And being the same lands and premises conveyed to Larry J. Bushey and Leo W. Bushey by Warranty Deed of Albert Kao, dated January 30, 2002, and recorded in Volume 720 at Page 42 in the Land Records of the City of Burlington."

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

256 North Winooski Ave., Burlington, VT

Being all and the same lands and premises conveyed to 256-262 N. Winooski, LLC by Warranty Deed from Opportunities Credit Union dated November 19, 2012 and recorded in Volume 1196, Page 417 of the City of Burlington Land Records, and being all and the same lands and premises conveyed to 256-262 N. Winooski, LLC by Quit Claim Deed from Leo W. Bushey, Jr. and Larry J. Bushey dated September 17, 2013 and recorded in Volume 1233 at Page 227 of the City of Burlington Land Records, and described therein in both instruments as follows:

"Being all and the same lands and premises conveyed to Opportunities Credit Union by Deed of Collector of Delinquent Taxes City of Burlington of Scott Schrader duly appointed Collector of Delinquent Taxes for the City of Burlington, dated December 1, 2011 and recorded December 15, 2011 in Volume

1155, Page 488 of the City of Burlington Land Records, and being more particularly described therein as follows:

'Being the property conveyed by Quit Claim Deed of Leo W. Bushey, Sr. and Joanne T. Bushey to Leo W. Bushey, Jr and Larry J. Bushey, dated August 10, 1995 and recorded in Volume 680, Page 478 of the Burlington Land Records and described as "Being land and premises commonly known and designated as 256 North Winooski Ave., Burlington, VT".'

And being the same lands and premises conveyed to Leo W. Bushey, Sr. and Joanne T. Bushey by Warranty Deed of Earl W. Bushey (widower), dated February 10, 1976, and recorded in Volume 235 at Page 242 in the Land Records of the City of Burlington."

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

Exhibit B

Plan entitled "Corrective Action Site Plan", prepared by Waite – Heindel Environmental Management dated January 28, 2015.

Attached

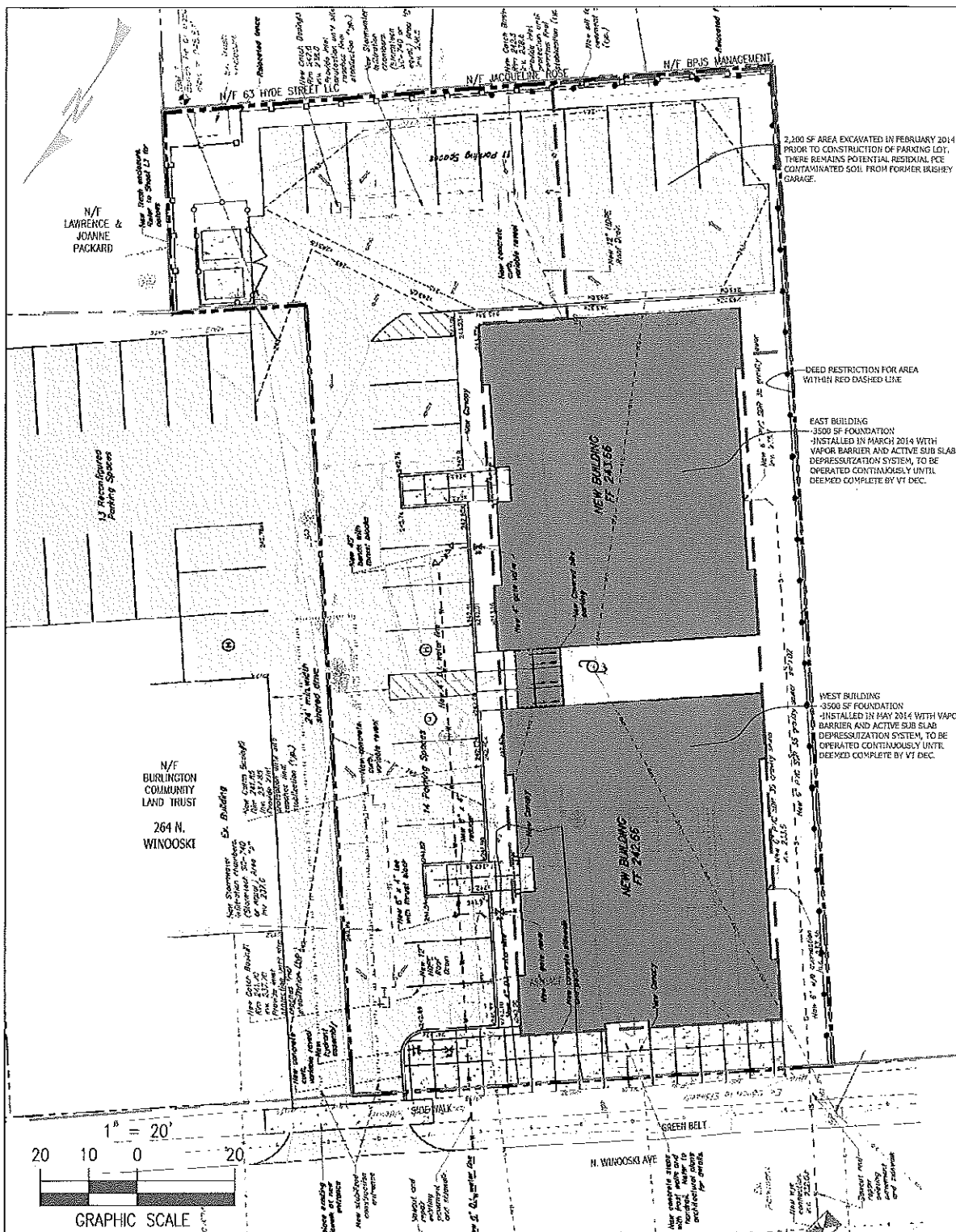


EXHIBIT: CORRECTIVE ACTION SITE PLAN

SILVERSMITH COMMONS / FORMER BUSHEY AUTO PROPERTY

258-260 N. WINOOSKI AVENUE

SMS SITE #2012-4337

Waite - Heindel
Environmental Management



• Hydrogeology • Environmental Services •
• Water and Wastewater Design •
Burlington, Vermont • (802) 860-9400

NOTES:

1. BASE PLAN IS "SITE PLAN, SHEET C-1", FOR 260 NORTH WINOOSKI AVENUE BY SMITH, ALVAREZ, DENKENITZ ARCHITECTS, JUNE 14, 2013 (ZONING SUBMISSION). PLAN HAS BEEN ASSAULTED BY NHEM.

SCALE	1"=20'	DATE	1/28/15
PROJECT NO.	MW	PROJECT NO.	07121-61
PROJECT MANAGER	CP	APPROVED BY	MW
LAYOUT: SITE PLAN	DRAFT	FINAL	
SHEET	1	OF	1

Exhibit C
Certificate of Completion
Attached



Vermont Department of Environmental Conservation
Commissioner's Office
One National Life Drive, Main 2 [phone] 802-828-1556
Montpelier, VT 05620-3520 [fax] 802-828-1541

Agency of Natural Resources

Certificate of Completion
Applicant - WR Vilas LLC
SMS #2012-4337
Former Bushey's Auto
256-262 North Winooski Ave.
Burlington, Vermont

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Legal Description of Property Subject to Certificate of Completion

This Certificate of Completion is for the Former Bushey's Auto, SMS Site #2012-4337, located at 256-262 North Winooski Avenue, Burlington, VT. The property subject to this Certificate of Completion is detailed in the Burlington Book of Deeds #1242 Page #267, and Book #1242 Page #268.

Site History

The site consists of two parcels that together total 0.494 acres in size, and was redeveloped to include two mixed-use residential structures totaling approximately 20,850 ft², including 22 residential units and 1,526 ft² of retail space. Prior to redevelopment, the site included a residential duplex and two single-family residences all greater than 100 years old, as well as the Bushey's Auto service and sales garage which was constructed in the mid-1980's. A smaller, private auto garage was constructed on the property sometime between 1942 and 1950, and was subsequently demolished prior to the construction of the Bushey's Auto building.

History and Ownership of the Site in the Brownfield Reuse and Environmental Liability Limitation Program

WR Vilas, LLC submitted an application to the Brownfields Reuse and Environmental Liability Limitation Act (BRELLA) Program as a prospective purchaser of the Former Bushey's Auto property located at 256-262 North Winooski Avenue, Burlington. The BRELLA application was signed on December 5, 2013. A determination of eligibility was granted on December 23, 2013. WR Vilas, LLC purchased the property on January 27, 2014.

Site Investigation Activities

The Vermont Department of Environmental Conservation (VTDEC) has received the following reports regarding site investigation activities:

- *Phase I Environmental Site Assessment Report* – July 2012 – Waite Environmental Management, LLC
- *Phase II Environmental Site Assessment Report* – September 2012 – Waite Environmental Management, LLC

- *Additional Site Investigation Report* – June 2013 – Waite-Heindel Environmental Management
- *Corrective Action Plan* – October 2013 – Waite-Heindel Environmental Management
- *Property Line Soil Sampling Results* – November 2013 – Waite-Heindel Environmental Management
- *Offsite Soil Vapor Sampling Results* – December 2013 – Waite-Heindel Environmental Management
- *As-Built Report* – May 2015 – Waite-Heindel Environmental Management
- *Post-Occupancy SSD System Testing and Off-Site Vapor Point Abandonment* – June 2015 – Waite-Heindel Environmental Management

The VT DEC has reviewed these reports and determined that site investigation and remediation activities are complete. During site investigation activities, polycyclic aromatic hydrocarbons (PAHs), metals, and chlorinated volatile organic compounds (VOCs) were detected in shallow soils on-site, primarily in the area of the former Bushey's Auto building and in the former waste oil Underground Storage Tank (UST) area. Tetrachloroethene (PCE) was also detected in several shallow soil gas samples, in concentrations significantly in excess of the Vermont Vapor Intrusion Screening Values for shallow soil gas.

Corrective Action and Remedial Activities

Remediation activities intended to address the above mentioned contaminants were completed between January and September 2014. The following activities were completed in response to the approved Corrective Action Plan:

- Demolition of four existing buildings, including the removal of two fuel oil Aboveground Storage Tanks (ASTs).
- Following demolition, the removal of two hydraulic lift cylinders from the former Bushey Auto garage building. The hydraulic oil in each of the cylinders was tested for the presence of PCBs; upon confirmation that no PCBs were present, the hydraulic oil was disposed of as non-hazardous waste.
- Excavation and disposal of approximately 130 yds³ of PCE contaminated soil from under and around the Bushey Auto garage building footprint. Post excavation confirmatory soil sampling indicates that PCE concentrations remaining on-site range from 14.6 to 261 ppb. The area was subsequently re-graded and paved for use as a parking lot.
- Installation, inspection, initial performance testing, and post-occupancy performance testing of vapor barriers and sub-slab depressurization systems (SSDs) for each of the two new on-site buildings.

Subsequent to the completion of corrective action activities, the following environmental issues remain on-site:

- PCE concentrations ranging from 14.6 to 261 parts per billion (ppb) in soils in the vicinity of the former Bushey Auto garage foundation.
- PCE concentrations ranging from 0.23 to 4.4 µg/m³ in soil gas beneath the two on-site buildings, as measured in SSD system effluent.
- Benzo(a)pyrene is presumed to be present in excess of the Vermont Department of Health (VDH) Soil Screening Value (SSV) at 3.0 feet below ground surface (bgs) or greater in the vicinity of the former waste oil UST. Multiple PAHs, including Benzo(a)pyrene, are presumed to be present in excess of the Residential and/or VDH SSVs in the area of the former Bushey's Auto building slab.

Based on the findings in the above referenced reports, the VT DEC has determined that no further investigation, abatement, removal, remediation, or monitoring activities are required to adequately protect human health and the environment. This decision is supported by the following findings:

- The planned redevelopment of the site will not cause, contribute to, worsen, or delay any releases or threatened releases on hazardous materials on the site.
- The releases that are not abated, removed, or remediated do not pose an unacceptable risk to human health and the environment, and applicable remediation standards are met.

The VT DEC may require that these issues be addressed should future site redevelopment activities disturb these remaining areas of concern.

Long Term Operation, Maintenance and Reporting

While in operation, the SSD systems in each building will remain connected to an alert system intended to notify users of a system malfunction. The SSDs will be monitored on an annual basis to ensure that system performance objectives are met. WR Vilas, LLC may choose to conduct periodic sub-slab sampling of PCE, to determine if it is possible to switch one or both of the SSD systems from active to passive operation. No switch of any of SSD system from active operation to passive operation may occur without prior notification and consent of the Agency.

The integrity of the existing asphalt surface, or any other future barrier intended to prevent direct contact with remaining impacted soil, will be inspected annually and maintained on an as-needed basis.

Land Use Restriction


A deed restriction, titled *Grant of Environmental Restriction, Right of Access and Easement* from WR Vilas, LLC to the State of Vermont Agency of Natural Resources (ANR) will be placed on this site and recorded in the City of Burlington Land Records. To ensure compliance with the deed restriction, an annual inspection of the site must be completed and a report submitted to the VT ANR by October 1st of each year. The annual report must include the results of all site monitoring and maintenance activities previously described.

All deed restriction requirements must be complied with as a condition to receiving the benefits of this Certificate of Completion.

Certificate of Completion

The rights, obligations, covenants, and restrictions granted in this Certificate of Completion shall run with the land, and any portion thereof, and shall be binding on the Agency of Natural Resources and successor Agency, and shall inure to the benefit of WR Vilas, LLC and its authorized representatives, successors and assigns. *All required assessment has been completed at this site and no further active remediation is required, with exception of the requirements in Land Use Section of this document and deed restriction document.* As required by the Program, this Certificate of Completion shall be recorded in the Burlington Land Records for this property. Once recording is complete, the protection from liability provided in 10 V.S.A. § 6641, et. al. is in effect.

Signed: _____



Alyssa Schuren, Commissioner
Department of Environmental Conservation

Date: _____


1/7/16

APPROVAL FOR LAND ACQUISITION


We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, of the Grant of Environmental Restrictions, Right of Access, and Easement on the property consisting of 0.494 acres, more or less, located at 256-262 North Winooski Avenue, Burlington, in Chittenden County, Vermont to be owned and maintained by WR Vilas, LLC.

This approval is pursuant to Title 10 §§ 6615 and 10 V.S.A. Chapter 155.

1/15/16
Date


Peter Shumlin, Governor
State of Vermont

1/11/16
Date


Deb Markowitz, Secretary
Agency of Natural Resources

1/7/16
Date



Alyssa Schuren, Commissioner
Dept. of Environmental Conservation

Exhibit D
Existing Encumbrances

1. Construction, Maintenance and Access Easement by and between 256-262 N. Winooski, LLC and Champlain Housing Trust, Inc. dated June 11, 2013 and recorded in Volume 1221 at Page 517 of the City of Burlington, Land Records.
2. City of Burlington Zoning Permit / Certificate of Appropriateness, Permit No. 13-1262CA/MA dated August 7, 2013.
3. State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-4072 dated August 5, 2013 and recorded in Volume 1228 at Page 412 of the City of Burlington Land Records, as amended by Wastewater System and Potable Water Supply Permit No. WW-4-4072-1 dated November 20, 2014 and recorded December 19, 2014 in Volume 1265 at Page 268 of the City of Burlington Land Records and as amended by Wastewater System and Potable Water Supply Permit No. WW-4-4072-2 dated April 22, 2015 and recorded May 1, 2015 in Volume 1274 at Page 692 of the City of Burlington Land Records.
4. State of Vermont Land Use Permit 4C1261 dated October 11, 2013 and recorded in Volume 1235 at Page 5 of the City of Burlington Land Records, as amended by State of Vermont Land Use Permit 4C1261-1 dated February 5, 2014 and recorded on February 6, 2014 in Volume 1242 at Page 624 of the City of Burlington Land Records.
5. Agreement Regarding Housing Replacement Ordinance Obligations For 181-185 Pearl Street, Burlington, Vermont dated April 1, 2014 and recorded on April 23, 2014 in Volume 1246 at Page 416 of the City of Burlington Land Records.
6. Notice of Lease between NYNEX Mobile Limited Partnership 1 d/b/a Verizon Wireless and WR Vilas LLC dated May 14, 2014 and recorded May 20, 2014 in Volume 1248 at Page 487 of the City of Burlington Land Records.
7. Housing Subsidy Covenant, 258 North Winooski Avenue (West Bldg) Unit #101 & 102, 260 North Winooski Ave (East Bldg) Unit #102, Burlington, Vermont 05401 by and between WR Vilas LLC and the City of Burlington dated July 28, 2014 and recorded July 28, 2014 in Volume 1254 at Page 312 of the City of Burlington Land Records.

Received for Record at City of Burlington, VT
On 02/05/2016 At 2:52:20 pm

Robert Ruster