

Conveyance & General Release Agreement

Between

Vermont Transco LLC,

And

**[ENTITY OR PERSON REQUESTING TREATED WOODEN X-BRACES AND/OR
CROSS ARMS]**

This Conveyance & General Release Agreement (the “Agreement”), dated [REDACTED], 2024 is made by and between **VERMONT ELECTRIC POWER COMPANY, INC.**, a Vermont corporation with its principal place of business in Rutland, Vermont and **VERMONT TRANSCO LLC**, a Vermont limited liability company with its place of business in Rutland, Vermont (collectively “VELCO”) and [REDACTED] (“Recipient”) of Georgia, Vermont.

WHEREAS: Recipient desires to take, own, utilize, transport, and eventually dispose of certain wooden X-braces and/or cross arms (“Cross Members”) previously used in the transmission of electricity by VELCO on Line K80. This agreement explicitly does not include the request for treated wooden utility poles.

WHEREAS: VELCO agrees to convey title, if any, ownership, if any, and possession of one or more Cross Members in exchange for Recipient’s acceptance of sole responsibility for the transportation of the Cross Members from their respective locations in situ; a complete release and general waiver of all present and future liability for the Cross Members; and full indemnity for any and all resultant damage said Recipient may experience after title to the Cross Members vests in Recipient.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the non-cash consideration paid pursuant hereto, and intending to be legally bound, the parties hereby agree as follows:

Recipient agrees that upon pick-up or possession, title will transfer to Recipient, and VELCO will have no further responsibility, liability, or other duty related to the Cross Members, nor is any representation made with regard to the existence of any deficiencies or status of integrity. Recipient explicitly acknowledges that it waives any and all claims, suits, demands, or other rights whatsoever, that it may have had, or in the future may have, against VELCO, any or all of its affiliates, directors, officers, employees, agents, and assigns, with regard to the Cross Members.

Recipient expressly acknowledges that the Cross Members may have been chemically treated and takes possession with full risk thereof, and agrees that the Cross Members are not intended

for use in playgrounds or other structures intended for use by children, and are not intended for use in applications involving livestock feed and/or in the vicinity of food crops.

VELCO HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE CROSS MEMBERS TRANSFERRED HEREUNDER ARE TAKEN AT THE SOLE RISK OF THE RECIPIENT AND ARE CONVEYED AND ACCEPTED “AS IS, WHERE IS” AND “WITH ALL FAULTS.”

If this Agreement is subject to the approval of any regulatory body, including but not limited to state or federal environmental permitting, Recipient agrees to make the appropriate filings with such regulators following execution and delivery of this Agreement. Recipient further agrees to obtain all applicable permits and approvals as may be required by any governmental authorities or third-persons with an interest in the conveyance of the Cross Members.

Recipient hereby agrees to indemnify and hold harmless VELCO, any or all of its affiliates, directors, officers, employees, agents, and assigns, from any and all third-party claims, causes of action, suits, losses, demands and damages related to any and all liability resulting or arising from this Agreement or the conveyed Cross Members. Recipient is responsible for all liability, consequence, loss or damage that may result after taking title to any Cross Members, not to be limited to foreseeable potential liability or damages.

This Agreement is subject to the law of the State of Vermont, notwithstanding conflicts of law principles.

This Agreement is effective as of the date first written above.

Vermont Transco LLC

Name

ROW/RE Specialist
Title

Recipient

**Environmental Fact Sheet #WM-1001
“Managing Treated Wood Waste”**

Name

_____ was provided

Address