

## WIND POWER PROJECT EASEMENT

THIS EASEMENT is made by **DARRELL WAITE AND GAIL WAITE** of 11 Woodbury Street, Bangor, Maine (together the "Grantors"), the owner of a certain lot or parcel of land situated in the Town of Canton, Oxford County, Maine more particularly described in the Warranty Deed from Dorothy Waite dated July 28, 2004 and recorded at the Oxford County (East) Registry of Deeds in Book 3559, Page 337 and shown on the attached Exhibit A (hereinafter referred to as the "Property").

WHEREAS, **CANTON MOUNTAIN WIND, LLC**, and **PATRIOT RENEWABLES, LLC**, both being Massachusetts limited liability companies having a mailing address at 549 South Street, Quincy, MA 02169 ("Grantee"), or its or their successors and assigns, plan to operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project"), on lands near the Property that are further described in leases to Grantee Patriot Renewables, LLC as the same may be or have been further assigned by and among each Grantee, such leases dated October 15, 2009, a memorandum of which is recorded in the Oxford County Registry of Deeds in Book 4591, Page 146; dated February 20, 2009, a memorandum of which is recorded in said Registry in Book 4417, Page 217; dated February 20, 2009 a memorandum of which is recorded in said Registry in Book 4417, Page 221; dated January 27, 2009 a memorandum of which is recorded in said Registry in Book 4541, Page 166; and dated December 22, 2008 a memorandum of which is recorded in said Registry in Book 4417, page 229 (together and collectively "Grantee's Land" it being acknowledged that the memorandum recorded at Book 4417, page 229 shall be terminated on near or even date herewith), all as the same may be reconfigured or amended from time to time, including (without limitation) that portion of Grantee's Land shown on the attached Exhibit A; and

WHEREAS, the Wind Power Project may emit sound at levels that may exceed current Maine Department of Environmental Protection quiet nighttime sound limits for the Property, and additionally may cast shadows onto or produce a shadow flicker effect on the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grants, with Quitclaim Covenant, a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Property and exceed otherwise applicable federal, state, local or other maximum sound level limits applicable to locations on the Property; (b) the right to have any audio, visual, light, vibration, electromagnetic, ice or weather hazard resulting from Wind Power Project operations or activities impact the Property; and (c) the right to cast shadows or shadow flicker from the Wind Power Project onto the Property.

If the Wind Power Project is not constructed and delivering energy to the electrical grid within ten (10) years of the date of this Easement, this easement shall automatically expire, without any written release by Grantee. This Easement shall also automatically expire, without any written release by Grantee, in the event the Wind Power Project shall be decommissioned or abandoned and then remain inoperative for a period of two (2) consecutive years.

This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easement and rights hereby granted shall run with the Property and shall pass automatically to successor owners of the Property. The benefit of the easement and rights hereby granted is appurtenant to and shall initially benefit the leasehold interest(s) of Grantee in Grantee's Land, but may further, at the option of Grantee be further transferred in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the specific intent of the parties that such benefit may be transferred and/or further assigned by Grantee to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded from time to time.

The benefit of the Easement hereby granted and the covenants and agreements contained herein may be enforced by Grantee, its successors and assigns, by any appropriate legal or equitable remedy. In the event that Grantee, its successors or assigns, shall bring an action against Grantors, their successors or assigns, by reason of a breach or violation of this Easement by Grantors or their successors and assigns, to enforce its rights hereunder, the substantially prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and court costs incurred in such action from the non-prevailing party.

Grantors acknowledge that they have been fully and fairly compensated for any and all claims of damages or harm (including diminished property value) related to the foregoing and Grantors, for themselves and their successors and assigns, hereby release Grantee, its successors and assigns and any operating entities claiming by, through or under any of them, all of whom are expressly intended as beneficiaries of this release, from and for any and all claims, demands, causes of action, losses, liabilities, costs and expenses arising in any way out of emissions or emanations or other manners of disturbance or nuisance associated with the Wind Power Project, including, without limitation, claims or causes of action relating to public or private nuisance. Grantors also will not initiate or support, either directly or indirectly, any appeals of or other legal challenges to any local, state or federal licenses or regulatory approvals granted to the Wind Power Project.

Each party agrees that they shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement, including but not limited to, executing and delivering such additional documents as may be reasonably required by any lenders or assignees.

WITNESS our hands and seals this 3<sup>rd</sup> day of July, 2014.

In the presence of:

Miguel Arroyo

Miguel Arroyo

GRANTORS

Darrell Waite

Darrell Waite

Gail Waite

Gail Waite

STATE OF MAINE

COUNTY OF

Penobscot

7/3, 2014

Personally appeared the above-named Darrell Waite and Gail Waite and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Janet L Kochis  
Notary Public  
Print: Janet L Kochis  
My commission expires:

JANET L. KOCHIS  
Notary Public • State Of Maine  
My Commission Expires JANUARY 10, 2021

# EXHIBIT A

