

## EASEMENT

THIS EASEMENT is granted and conveyed by **243 DARRINGTON ROAD LLC**, a Maine limited liability company with a mailing address of P.O. Box 23, Dixfield, ME 04224 (“Grantor”), to **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 (“Grantee”).

WHEREAS, Grantor is the owner of certain lands in Canton, Oxford County, Maine, described in a certain deed to Grantor recorded in Book 4722, Page 205 of the Oxford County (East) Registry of Deeds.

WHEREAS, Grantee desires to use a portion of such lands for purposes of using, upgrading and maintaining Ludden Lane, a discontinued town road that crosses Grantor’s property for the express purpose of accessing, developing, permitting, building and operating a wind turbine project on Canton Mountain and Colonel Holman Mountain in Canton and Dixfield, Maine (the “Easement”) in accordance with the terms set forth below (the “Permitted Use”), which portion is more generally depicted on the Plans attached hereto as Exhibit A (the “Plans”) and more particularly bounded and described below, and which portion is hereinafter referred to as the “Easement Property.” The Easement shall be within the Easement Property, being a corridor Fifty (50) feet in width, the centerline of which is identified as Ludden Lane and by reference to those coordinates set forth at Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Ludden Lane is or may be formerly a town road with certain rights reserved for the public and others, and Grantee desires to use any portion of Ludden Lane owned or controlled by Grantor to access property for the purpose of developing, constructing, maintaining and operating a wind energy project and/or related transmission line facility on adjacent or nearby parcels.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the “Easement”) over and upon the Easement Property, for the following purposes: To enter upon the Easement Property at any time with men, vehicles, and all necessary tools and machinery for the purposes described herein: to clear vegetation, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, build ditches, place aggregate and grade useful for the transportation of wind turbine components and operation of a wind turbine project and/or access to an energy transmission corridor, all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property.

## GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective.
3. Indemnification. Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Easement by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Easement.
4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Easement Property.
5. Clearing Operations. Grantee agrees to compensate Grantor for any timber harvested on the Easement Property at the then market value of any stumpage or provide all marketable timber harvested directly to Grantor.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantee shall provide certificates or other proof of such insurance when requested by Grantor.
7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by

Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). The obligations herein shall survive any termination of this Easement.

8. Maintenance of Easement Property. Grantee shall maintain its improvements and personal property within the Easement Property in good repair. Grantee shall at all times keep the Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Easement Property, but shall keep the same free and clear of all such refuse that comes to exist by, through, or under Grantee after the date hereof. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its pre-existing (cleared) condition as may be practicable.
9. Relocation. Grantee may not relocate this Easement without Grantor's prior written consent.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. These rights are granted in gross to Grantee but are specifically intended to be freely assignable by Grantee. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.
11. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, 243 DARRINGTON ROAD LLC, P.O. Box 23, Dixfield, ME 04224 and if to Grantee, CANTON MOUNTAIN WIND, LLC, 549 South Street, Quincy, MA 02169.
12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.

14. Entire Agreement. This Easement constitutes the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 21<sup>st</sup> day of March, 2012.

Witness:

Theresa M. Henningway

Grantor: **243 Darrington Road, LLC**

By:

Loando Brann  
Loando Brann, Manager

Witness:

Charlotte M. Quinn

STATE OF MAINE  
OXFORD COUNTY

Then personally appeared the above named Loando V. Brann and acknowledged the foregoing instrument to be his free act and deed.

Before me this 21<sup>st</sup> day of March, 2012.

Vickie R. Carrier  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Witness:

Quidway Galbraith

Grantee: **CANTON MOUNTAIN WIND, LLC**

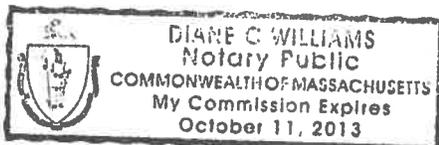
By:

Jay M. Cashman  
Jay M. Cashman, Manager

STATE OF MASSACHUSETTS  
COUNTY OF NORFOLK

Then personally appeared the above named Jay M. Cashman, as Manager of Canton Mountain Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 29 day of MARCH, 2012.



Diane C. Williams  
Printed Name: Diane C. Williams  
Notary Public  
My Commission Expires: 10/11/13



Exhibit A  
The Plans

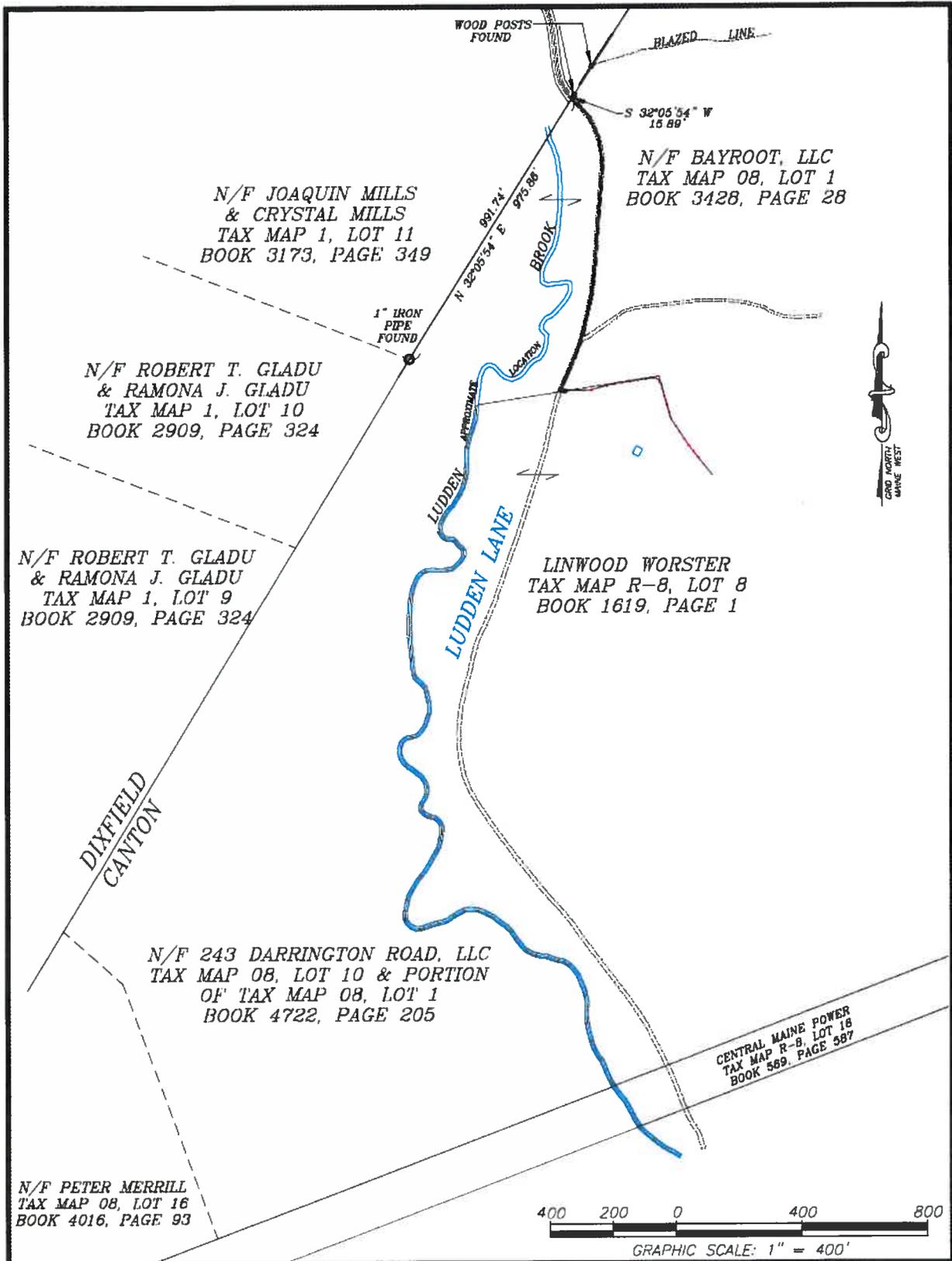


Exhibit A-1  
Coordinates of Easement

A certain fifty foot wide easement and right-of-way located along the centerline of the fifty-foot roadway known as Ludden Lane, being bounded and described as follows:

Beginning a point located at the intersection of the center of a gravel way known as Ludden Lane and also known as the Dunn or Whittemore Road and the north line of the land of Linwood Worster said point being located on a bearing of South eighty-one degrees fourteen minutes thirty-eight seconds West (S 81°14'38" W) a distance of seventeen and sixty-three hundredths (17.63) feet from a wooden post found marking or witnessing a corner of a parcel of land owned by of Bayroot, LLC as described in deed recorded in the Oxford County Registry of Deeds Book 3428, Page 28;

Thence from said point and along said centerline of said road which is bounded on the West by the land now or formerly of 243 Darrington Road, LLC and bounded on the East by the land now or formerly of Bayroot, LLC following thirteen (13) courses;

L1) North twenty-two degrees fifty-seven minutes sixteen seconds East (N 22°57'16"E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L2) North twenty-four degrees twelve minutes forty-two seconds East (N 24°12'42" E) a distance of fifty and zero hundredths (50.00) feet to a point;

L3) North twenty degrees forty-six minutes forty-three seconds East (N 20°46'43" E) a distance of fifty-three and forty hundredths (53.40) feet to a point;

L4) North thirteen degrees twenty-eight minutes seventeen seconds East (N 13°28'17" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L5) North twelve degrees forty-six minutes zero seconds East (N 12°46'00" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L6) North six degrees seven minutes eight seconds East (N 06°07'08" E) a distance of one hundred one and zero hundredths (101.00) feet to a point;

L7) North three degrees fifty-six minutes thirty seconds East (N 03°56'30" E) a distance of one hundred thirty-six and zero hundredths (136.00) feet to a point;

L8) North five degrees ten minutes one second East (N 05°10'01" E) a distance of one hundred eleven and zero hundredths (111.00) feet to a point;

L9) North three degrees three minutes twenty-two seconds East (N 03°03'22" E) a distance of eighty and zero hundredths (80.00) feet to a point;

L10) North nine degrees fifteen minutes one second West (N 09°15'01" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L11) North twenty-three degrees fifty-four minutes fifty-two seconds West (N 23°54'52" W) a distance of sixty-five and zero hundredths (65.00) feet to a point;

L12) North thirty-seven degrees fifty-nine minutes one second West (N37°59'01" W) a distance of thirty-five and twenty-five hundredths (35.25) feet to a point;

L13) North forty-six degrees fifty-three minutes forty-seven seconds West (N 46°53'47" W) a distance of fifty and zero hundredths (50.00) feet to a point located approximately two and five tenths (2.5) feet southwesterly of the center of said gravel way at the land now or formerly of Joaquin & Crystal Mills said point also being located on a bearing of South Thirty two degrees five minutes fifty-four seconds West (S 32°05'54" W) a distance of a distance of fifteen and eighty-nine hundredths (15.89) feet from a wooden post found marking or witnessing a corner of the land of the aforementioned Bayroot, LLC and being the termination said easement said easement having a width of fifty (50) feet and being parallel and twenty-five (25) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline. However the eastern boundary on the line of Bayroot, LLC has an additional course of North thirty-four degrees one minute twenty-seven seconds West (N 34°01'27" W) to its point of intersection with the Dixfield and Canton Town Line & the land of said Mills.

Received  
Recorded Register of Deeds  
Apr 30, 2012 02:56P  
Oxford East County  
Patricia A. Shearman

## EASEMENT DEED

THIS EASEMENT is granted and conveyed by **BAYROOT LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme NH 03768 ("Grantor"), to **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("Grantee").

WHEREAS, Grantor is the owner of certain lands in Canton, Oxford County, Maine, described in the deed recorded on Book 3428, Page 28 of the Oxford County (East) Registry of Deeds ("Grantor's Property");

WHEREAS, Grantee desires to use a portion of said lands for purposes of using, upgrading and maintaining that portion of Ludden Lane, a discontinued town road, that crosses Grantor's Property, for the sole purposes of accessing, developing, permitting, building and operating a single permitted wind energy project on each of the parcels of land owned or controlled by GRANTEE or its permitted assigns in Carthage, Canton and Dixfield, Maine (each of the three projects a "Wind Energy Facility"), except as provided elsewhere herein and subject to the further terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a perpetual non-exclusive easement (the "Easement"), to be used in common with Grantor and others lawfully entitled to use discontinued Ludden Lane, over and upon the Easement Property, for the Permitted Uses (as each term is defined below).

"Easement Property": a corridor forty (40) feet in width, the centerline of which is the centerline of Ludden Lane located within Grantor's Property, said centerline being described in and depicted on **Schedule A** attached hereto and made a part hereof. Grantee may not relocate this Easement without Grantor's prior written consent.

"Permitted Uses": To enter upon the Easement Property at any time with men, vehicles, and all necessary tools and machinery for the purposes of improving, constructing, maintaining, and using a roadway suitable for the transportation of wind turbine components useful for the operation of a Wind Energy Facility, all as the Grantee, its successors and assigns, may from time to time reasonably require, including, but not limited to the following activities: clearing vegetation; constructing, reconstructing, replacing, removing, maintaining, operating, repairing, rebuilding, and/or upgrading the roadway; building ditches; placing aggregate and grade and installation of utility services benefitting a Wind Energy Facility; together with the rights (i) to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and (ii) to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property. Notwithstanding any other provision herein, in no event shall this Easement be used for the transmission or distribution of or any other

interconnection for electricity from any wind energy facility or project, which use is expressly not a Permitted Use hereunder.

### GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Uses. Grantor conveys the Easement to Grantee only for the Permitted Uses listed above and hereby expressly reserves any and all other rights to the Easement Property. No other use of any kind by Grantee of the easement rights or the lands described herein will be permitted by Grantor nor may be authorized or permitted by Grantee. Except as expressly set forth herein, this conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Easement Property except as may be set forth herein. Grantee has had full, complete and unlimited access to the Easement Property for all tests and inspections that Grantee, in its sole discretion, deems sufficiently diligent for the protection of Grantee's interests. The foregoing acknowledgements are a material and integral part of this agreement, and are a component of the consideration paid for this Easement.
  
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise on the Easement Property of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such governmental authority or within such earlier time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to (i) temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with evidence of

compliance acceptable to Grantor and/or (ii) at any time thereafter cure such default for the account of Grantee, and Grantee shall reimburse Grantor for any amount paid and any expense or contractual liability so incurred, including but not limited to reasonable attorneys' fees, subject to any good faith dispute relating to the reasonableness of the amount of any such expenditure; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until a final administrative decision has been made on such application or appeal, so long as Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.

3. Indemnification. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (a) Grantee's exercise or non-exercise of its rights under the Easement, including, but not limited to, the use of the Easement Property by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Easement or Easement Property, or (c) any lien on any of Grantor's Property, including but not limited to the Easement Property, arising in connection with Grantee's operations or exercise or non-exercise of any rights hereunder. The obligations herein shall survive any termination of this Easement.

Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (i) the use of the Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Easement Property.

4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or

any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee Grantor's clearing of any portion of the Easement Property, or this Easement. The obligations herein shall survive any termination of this Easement.

5. Clearing Operations. Prior to any and all clearing of timber associated with the Permitted Use, Grantee shall provide notice to Grantor of the location of all such timber to be cleared, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to conforming with all applicable laws, regulations, and permit conditions, clearing operations shall comply with Best Management Practices, unless expressly exempted by permit. Grantee must clearly mark with flagging in the field the boundaries of all such areas to be cleared prior to notice. All timber harvested shall be left on roadside log landings, with all boles to a minimum of 3" top diameter stacked with (a) hardwood, (b) spruce and fir, and (c) other softwood separated, and all topwood piled separately ("**Company Clearing Rules**"). This harvested timber remains the property of Grantor, who shall effect the removal of all such wood from the landing areas as soon as is reasonably practicable. All trees and timber in the Easement Property remain the property of Grantor.
  
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Prior to exercise of any rights granted herein and thereafter when reasonably requested by Grantor, Grantee shall provide certificates or other proof of such insurance.

During the term of this Easement, Grantor shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantor's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of

coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantor shall provide certificates or other proof of such insurance upon the reasonable request of Grantee.

7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's Property, including but not limited to the Easement Property, duly and fully protected against liens of every character arising by, through, or under Grantee in connection with or resulting from the same. The obligations herein shall survive any termination of this Easement.
8. Maintenance of Easement Property. Grantee shall maintain its improvements and personal property within the Easement Property in good repair. Grantee shall at all times keep the Easement Property in as safe and clean condition as existing on the date hereof, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's Property, including but not limited to the Easement Property, but shall keep the same free and clear of all such refuse. If Grantee or Grantee's employees, agent or independent contractors ("Grantee Party") makes road improvements, within a reasonable time after completion of road improvement, Grantee shall level, fill and remove or cause to be leveled, filled or removed its refuse from the Easement Property, and render the surface of the road to its improved condition. Grantee shall remain liable to Grantor and others for maintenance and repairs to the Easement Property and other lands of Grantor, reasonable wear and tear excepted, arising from the exercise by Grantee or any Grantee Party of the easements granted hereunder. The obligations herein shall survive any termination of this Easement. Nothing herein shall be construed to require Grantee to improve or maintain any road surface or road improvements on or in any portion of the Easement Property except to the extent Grantee or any Grantee

Party shall actually use same and/or to the extent Grantee or any Grantee Party causes damage or harm to the Easement Property by its exercise of rights hereunder.

Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Easement Property except as may be set forth herein. Grantee has had full, complete and unlimited access to the Easement Property for all tests and inspections that Grantee, in its sole discretion, deems sufficiently diligent for the protection of Grantee's interests. The foregoing acknowledgements are a material and integral part of this agreement, and are a component of the consideration paid for this Easement.

9. Termination. In the event sixteen (16) years from the date of recording of this Easement any Wind Energy Facility is not operational, then Grantor shall be entitled to terminate this Easement upon written notice to Grantee and, upon such notice, this Easement shall terminate and be of no further force and effect as to the subject Wind Energy Facility only. This provision shall not apply, however, to any Wind Energy Facility previously operational that, as of said sixteenth anniversary date, is not operational due to ongoing maintenance and repairs. Grantee shall be entitled at any time to terminate this Easement as to any Wind Energy Facility that is served by this Easement upon providing prior notice of termination to Grantor and upon the date set forth in such notice (which date shall be not later than ninety (90) days of the date of said notice), this Easement shall terminate and be of no further force and effect as to the subject Wind Energy Facility only, but otherwise to remain in full force and effect in accordance with its terms.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. These rights are granted in gross to Grantee but are specifically intended to be assignable by Grantee only as provided herein. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto. Grantee may transfer, convey, lease, sell or otherwise assign (collectively "assign") this Easement, as the same may have been amended, only in accordance with the following provisions. Assignments of this Easement may be made without consent of Grantor but only to entities and/or individuals that own or control the land in Carthage, Canton or Dixfield, Maine on which a Wind Energy Facility is located, such that this Easement, as the same may have been amended, may be assigned to each and any of the parties who own or control from time to time each of said three (3) Wind Energy Facilities (a "permitted assignee" and "permitted assignment", respectively); provided, however, that for all notice purposes hereunder, any notice given by the Grantor to only this Grantee, Canton Mountain Wind, LLC, or, in lieu of Grantee, any other party designated by Grantee as the party to whom notices shall be delivered, provided such other party is a holder of the Easement hereunder (the "Notice Party") shall be deemed effective and delivered to any and all holders and permitted assignees of this Easement. The Notice Party may be up to two parties, so long as notice designating such parties is provided in accordance with this Easement and the foregoing sentence. Grantee for itself and its

successors and assigns agrees that: (i) Grantor shall not be required to provide any notice required or permitted to be provided by Grantor to Grantee to any other holder or permitted assignee of this Easement pursuant to a permitted assignment other than the Notice Party; notwithstanding anything to the contrary herein, in no event shall Grantor be required to send notices to more than two (2) parties at any time; and (ii) notice to the Notice Party shall constitute notice for all purposes to any and all holders or assignees of rights hereunder. Grantee shall give Grantor written notice of any such permitted assignment and any such permitted assignment shall only be effective upon execution by the permitted assignee of an assumption agreement in form reasonably acceptable to Grantor and in recordable form. The foregoing limitations, however, shall not be construed to preclude the lease or leases by Grantee of all or any portion of the Easement, which leases may include all or a portion of the rights granted to Grantee herein, whether or not used in common with Grantee and/or other permitted assignees and/or lessees. Grantee shall give Grantor written notice of any such lease, which notice shall include the name and address of the lessee for notice purposes. Notwithstanding anything to the contrary herein or in any lease, Grantor shall have the right, but not the obligation, to send any notices required hereunder to any such lessee. Notwithstanding the terms of any lease by Grantee, Grantee shall remain fully liable hereunder and Grantor may exercise any and all remedies hereunder or otherwise available directly against Grantee, notwithstanding any such lease by Grantee, and with or without prior notice to any such lessee.

11. Notices. Subject to section 10 respecting permitted assignments, all notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, Bayroot LLC, c/o Wagner Forest Management, Ltd., Attn: Thomas J. Colgan, P.O. Box 160, 150 Orford Road, Lyme, New Hampshire 03768 and if to Grantee, to Canton Mountain Wind, LLC, 549 South Street, Quincy, MA 02169 and to Patriot Renewables, LLC as a Notice Party under Section 10 hereof, 549 South Street, Quincy, MA 02169 (or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.
12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement.
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.

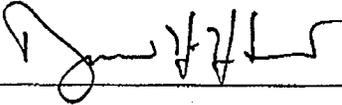
14. Entire Agreement. This Easement constitutes the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 15<sup>th</sup> day of March, 2013.

Witness:

Grantor: **BAYROOT LLC**  
By: Wagner Forest Management, Ltd.  
Its Manager

  
\_\_\_\_\_

By:   
Thomas J. Colgan, Its President

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

Then personally appeared the above named Thomas J. Colgan, President of Wagner Forest Management Ltd. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 15<sup>th</sup> day of MARCH, 2013.

  
\_\_\_\_\_

Notary Public **JOHN G. SOBETZER**  
My Commission Expires **Notary Public-New Hampshire**  
**My Commission Expires: January 12, 2015**

Witness:

Grantee: CANTON MOUNTAIN WIND, LLC

Friday Galbraith

By:

Jay M. Cashman

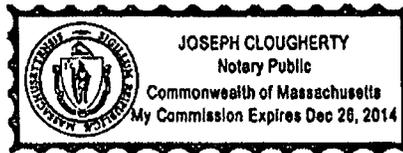
Jay M. Cashman, Its Manager

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Norfolk

Then personally appeared the above named Jay M. Cashman, manager of Canton Mountain Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 5 day of April, 2013.

Joseph Clougherty  
Notary Public  
My Commission Expires: 12.26.2014



SCHEDULE A to Easement Deed

**Description of Centerline of Ludden Lane  
(Legal description and one-page depiction thereof)**

A certain forty foot wide easement or right-of-way the centerline of which being bounded and described,as follows:

Beginning a point located at the intersection of the center of a gravel way known as Ludden Lane and also known as the Dunn or Whittemore Road and the north line of the land now or formerly of Linwood Worster said point being located on a bearing of South eighty-one degrees fourteen minutes thirty-eight seconds West (S 81°14'38" W) a distance of seventeen and sixty-three hundredths (17.63) feet from a wooden post found marking or witnessing a corner of a parcel of land owned by of Bayroot, LLC as described in deed recorded in the Oxford County Registry of Deeds Book 3428, Page 28;

Thence from said point and along said centerline of said road which is bounded on the West by the land now or formerly of 243 Darrington Road, LLC and bounded on the East by the land now or formerly of Bayroot, LLC following thirteen (13) courses;

L1) North twenty-two degrees fifty-seven minutes sixteen seconds East (N 22°57'16"E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L2) North twenty-four degrees twelve minutes forty-two seconds East (N 24°12'42" E) a distance of fifty and zero hundredths (50.00) feet to a point;

L3) North twenty degrees forty-six minutes forty-three seconds East (N 20°46'43" E) a distance of fifty-three and forty hundredths (53.40) feet to a point;

L4) North thirteen degrees twenty-eight minutes seventeen seconds East (N 13°28'17" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L5) North twelve degrees forty-six minutes zero seconds East (N 12°46'00" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L6) North six degrees seven minutes eight seconds East (N 06°07'08" E) a distance of one hundred one and zero hundredths (101.00) feet to a point;

L7) North three degrees fifty-six minutes thirty seconds East (N 03°56'30" E) a distance of one hundred thirty-six and zero hundredths (136.00) feet to a point;

L8) North five degrees ten minutes one second East (N 05°10'01" E) a distance of one hundred eleven and zero hundredths (111.00) feet to a point;

L9) North three degrees three minutes twenty-two seconds East (N 03°03'22" E) a distance of eighty and zero hundredths (80.00) feet to a point;

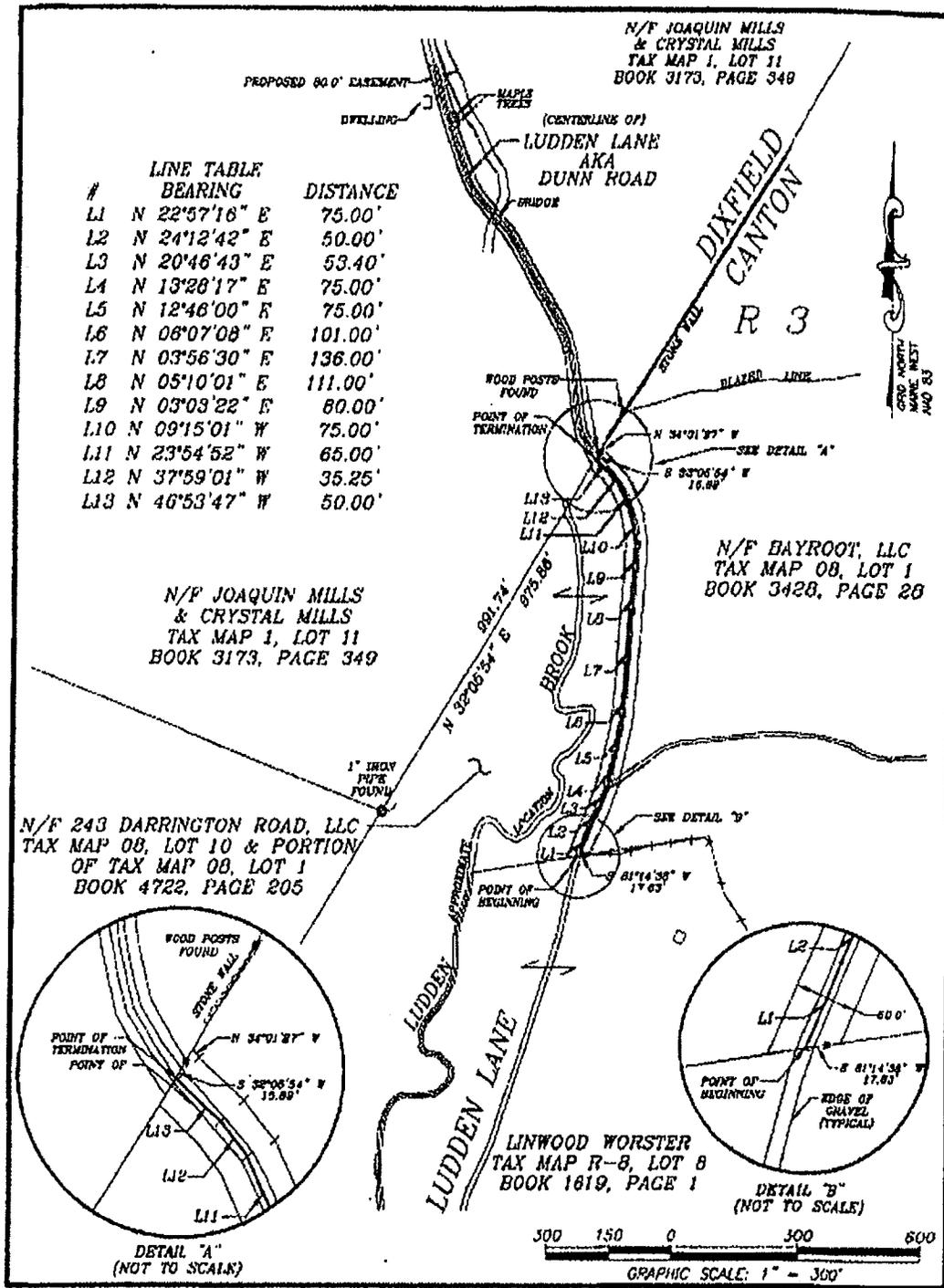
L10) North nine degrees fifteen minutes one second West (N 09°15'01" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L11) North twenty-three degrees fifty-four minutes fifty-two seconds West (N 23°54'52" W) a distance of sixty-five and zero hundredths (65.00) feet to a point;

L12) North thirty-seven degrees fifty-nine minutes one second West (N37°59'01" W) a distance of thirty-five and twenty-five hundredths (35.25) feet to a point;

L13) North forty-six degrees fifty-three minutes forty-seven seconds West (N 46°53'47" W) a distance of fifty and zero hundredths (50.00) feet to a point located approximately two and five tenths (2.5) feet southwesterly of the center of said gravel way at the land now or formerly of Joaquin & Crystal Mills said point also being located on a bearing of South Thirty two degrees five minutes fifty-four seconds West (S 32°05'54" W) a distance of a distance of fifteen and eighty-nine hundredths (15.89) feet from a wooden post found marking or witnessing a corner of the land of the aforementioned Bayroot, LLC and being the termination said easement said easement having a width of **forty (40) feet** and being parallel and twenty (20) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline. However the eastern boundary on the line of Bayroot, LLC has an additional course of North thirty-four degrees one minute twenty-seven seconds West (N 34°01'27" W) to its point of intersection with the Dixfield and Canton Town Line & the land of said Mills

The foregoing uses as a basis for bearing (NAD83) North American Datum of 1983.



(EP - 01304531 - v3)

A TRUE COPY ATTEST

4/16/13

*Patricia A. Shearman*  
 Register of Deeds, Oxford County East

Received  
 Recorded Register of Deeds  
 Apr 16, 2013 12:35P  
 Oxford East County  
 Patricia A. Shearman

## EASEMENT

THIS EASEMENT is granted and conveyed by **JOAQUIN MILLS and CRYSTAL MILLS**, Maine residents with a mailing address of 140 Ludden Lane, Canton, ME 04221 ("Grantor"), to **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("Grantee").

WHEREAS, Grantor is the owner of certain lands in Dixfield, Oxford County, Maine, recorded as Lot 1-11 in the Town of Dixfield tax records and on Book 3173, Page 349 in the Oxford (East) Registry of Deeds; and

WHEREAS, Grantee desires to use a portion of such lands for purposes of using, upgrading and maintaining Ludden Lane, a discontinued town road that crosses Grantor's property for the express purpose of accessing, developing, permitting, building and operating a wind turbine project on Canton Mountain and Colonel Holman Mountain in Canton and Dixfield, Maine (the "Easement") in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the Plans attached hereto as Exhibit A (the "Plans") and more particularly bounded and described below, and which portion is hereinafter referred to as the "Easement Property." The Easement shall be within the Easement Property, being a corridor of thirty (30) feet in width, the centerline of which is identified as Ludden Lane and by reference to those coordinates set forth at Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Ludden Lane is formerly a town road with certain rights reserved for the public, and Grantee desires to use Ludden Lane to access property for the purpose of developing, constructing, maintaining and operating a wind energy project on adjacent parcels.

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the "Easement") over and upon the Easement Property, for the following purposes: To enter upon the Easement Property at any time with men, vehicles, and all necessary tools and machinery for the purposes described herein: to clear vegetation, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, build ditches, place aggregate and grade useful for the transportation of wind turbine components and operation of a wind turbine project, all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property.

## GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective.
3. Indemnification. Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Easement by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Easement.
4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Easement Property.
5. Clearing Operations. Grantee agrees to compensate Grantor for any timber harvested on the Easement Property at the then market value of any stumpage or provide all marketable timber harvested directly to Grantor.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantee shall provide certificates or other proof of such insurance when requested by Grantor.
7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are

in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). The obligations herein shall survive any termination of this Easement.

8. Maintenance of Easement Property. Grantee shall maintain its improvements and personal property within the Easement Property in good repair. Grantee shall at all times keep the Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Easement Property, but shall keep the same free and clear of all such refuse. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable.
9. Relocation. GRANTEE may not relocate this Easement without GRANTOR'S prior written consent.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. These rights are granted in gross to Grantee but are specifically intended to be freely assignable by Grantee. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.
11. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, Joaquin and Crystal Mills, 140 Ludden Lane, Canton, ME 04221 and if to Grantee, Canton Mountain Wind, LLC, 549 South Street, Quincy, MA 02169.
12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
14. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of

the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 1st day of November, 2011.

Witness:  
Carol A. Sweatt

Grantor: Joaquin Mills

By: Joaquin Mills  
Joaquin Mills

Witness:  
Carol A. Sweatt

Grantor: Crystal Mills

By: Crystal Mills  
Crystal Mills

STATE OF MAINE  
OXFORD COUNTY

**Joaquin Mills and  
Crystal Mills**

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed.

Before me this 1st day of November, 2011.

Carol A. Sweatt  
Printed Name: Carol A. Sweatt  
Notary Public  
My Commission Expires: 12/28/2011

Witness:

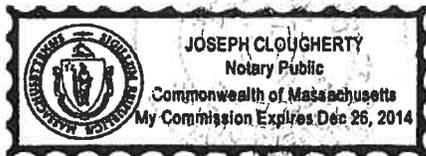
Grantee: **CANTON MOUNTAIN WIND, LLC**

By: Jay M. Cashman  
Jay M. Cashman, Manager

STATE OF MASSACHUSETTS  
COUNTY OF NORFOLK

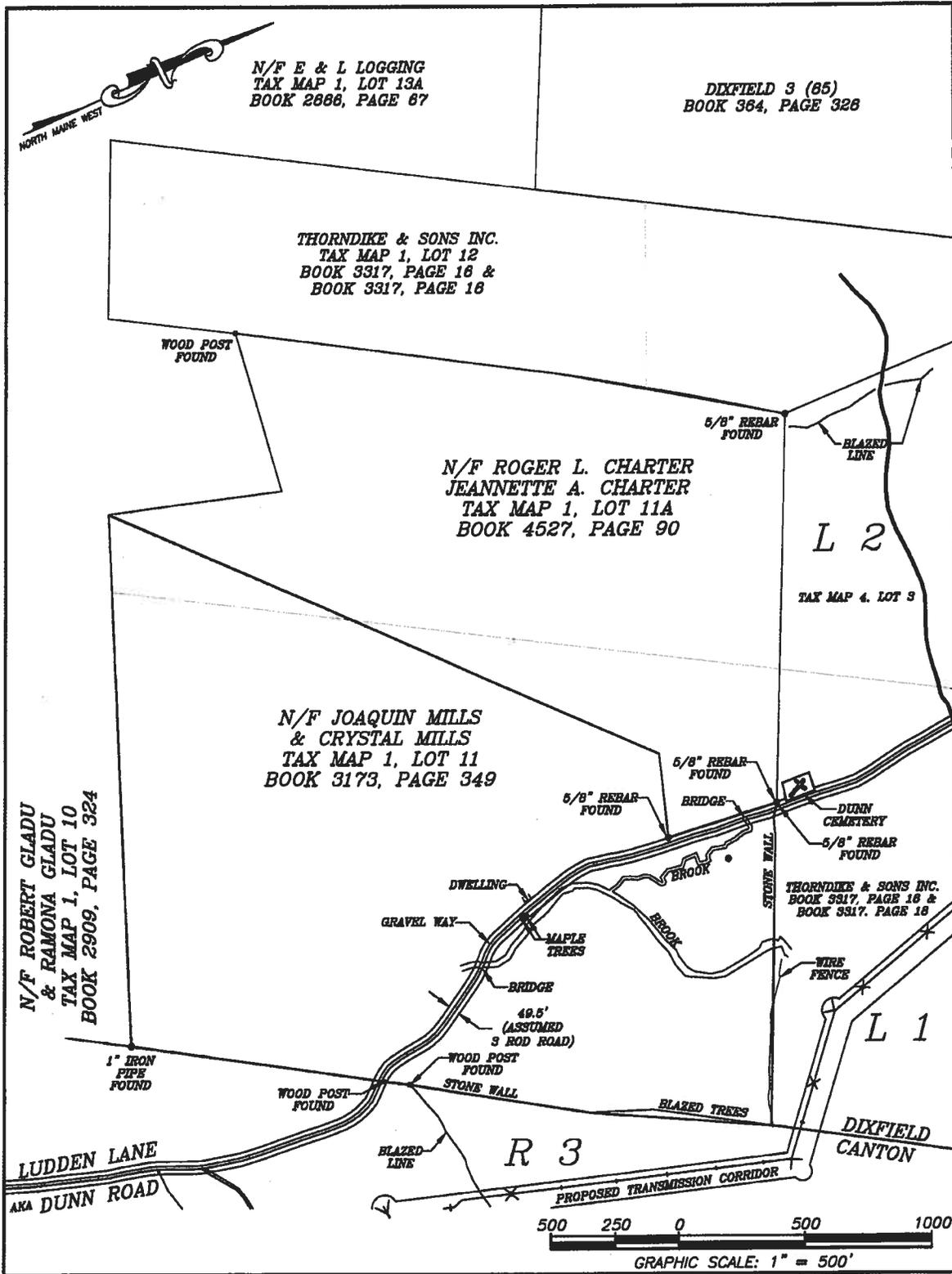
Then personally appeared the above named Jay M. Cashman, as Manager of Canton Mountain Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 9 day of November, 2011.



Joseph Clougherty  
Printed Name: Joseph Clougherty  
Notary Public  
My Commission Expires: 12/26/2014

Exhibit A  
The Plans



**Exhibit A-1**  
Coordinates of Easement

