Section 5
Noise

Evergreen Wind Power II, LLC conducted a sound level assessment in order to enable as-built compliance with Maine Department of Environmental Protection (MDEP) regulatory requirements for sound as found in 06-096 CMR c. 375.10. Included as Appendix 5-1 is a *Sound Level Assessment* by Resource Systems Engineering. This assessment determines expected sound levels from the project and compares them to the MDEP sound level limits for "quiet areas" of 45 decibels (dBA) nighttime and 55 dBA daytime at protected locations. Those areas where the sound level limits may be exceeded are either part of the project area or, in 10 other locations, sound easements have been acquired. (see Appendices 5-2 and 5-3).

The report conservatively estimates wind turbine sound levels and propagation by:

- utilizing conservative factors for ground attenuation by specifically mapping lakes and ponds as reflective surfaces and excluding potential sound attenuation due to foliage;
- adding 5 dBA to the manufacturer's wind turbine performance specification to account for uncertainty in measurements used to derive turbine sound output; and
- assuming that all turbines are operating simultaneously at continuous full sound output.

The report concludes that the operation of the Oakfield Wind Project will not exceed MDEP sound level limits at protected locations during construction or routine operation.

Appendix 5-1

EVERGREEN WIND POWER II, LLC
OAKFIELD WIND PROJECT
AROOSTOOK COUNTY, MAINE

SOUND LEVEL ASSESSMENT

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APRIL 2, 2009

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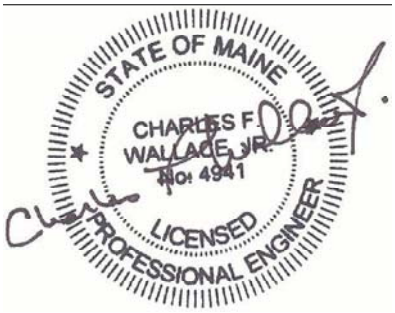

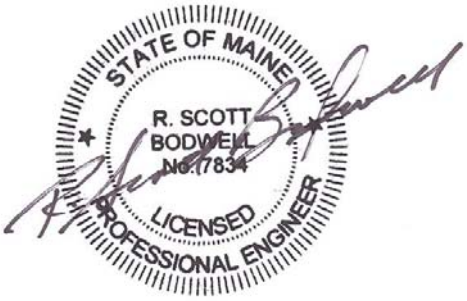

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DISCLAIMER

This document has been prepared in accordance with generally accepted engineering practices associated with environmental acoustics. No other warranty, expressed or implied, is made.

EVERGREEN WIND POWER II, LLC
OAKFIELD WIND PROJECT
AROOSTOOK COUNTY, MAINE
SOUND LEVEL ASSESSMENT

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LIST OF ACRONYMS

ANSI	American National Standards Institute
dB	Decibel (Unit of Sound Pressure Level)*
dBA	Decibel A-weighted
DEP	Department of Environmental Protection
Hz	Hertz (cycles per second)
ISO	International Organization for Standardization
kVA	Kilovolt-Ampere
L_{A1}	Sound Level Exceeded 1% of a Measurement Period (dBA)
L_{A10}	Sound Level Exceeded 10% of a Measurement Period (dBA)
L_{A50}	Sound Level Exceeded 50% of a Measurement Period (dBA)
L_{A90}	Sound Level Exceeded 90% of a Measurement Period (dBA)
L_{Aeq}	Equivalent Sound Level (dBA)
$L_{Aeq\text{-}Hr}$	Hourly Equivalent Sound Level (dBA)
L_w	Sound Power Level
L_{wA}	A-weighted Sound Power Level
mph	Miles per hour
MRSA	Maine Revised Statutes Annotated
RSE	Resource Systems Engineering

* Sound Pressure Level is represented by the term Sound Level in this report.

EVERGREEN WIND POWER II, LLC
OAKFIELD WIND PROJECT
AROOSTOOK COUNTY, MAINE

SOUND LEVEL ASSESSMENT

1.0 INTRODUCTION

Resource Systems Engineering (RSE) completed an analysis of sound levels for the Oakfield Wind Project, a proposed wind energy facility with up to 34 utility-scale wind turbines to be located on 36 potential locations in the Oakfield area of Aroostook County, Maine. The objective of the sound assessment was to determine the expected sound levels from routine operation of the wind project and compare them with relevant environmental noise standards.

Sound levels generated during construction and operation of many types of facilities can be regulated by federal, state, and local noise standards. The Maine Department of Environmental Protection (DEP) regulates noise under authority of the Site Location of Development Law (38 M.R.S.A 481-490). The current Maine DEP noise regulation, Chapter 375.10, Control of Noise, was established in November 1989 to protect certain existing land uses, such as residential properties, schools, and recreation areas, from excessive sound levels generated by new or expanded developments.

The Sound Level Assessment report provides a description of the proposed wind project, identifies land uses in the project vicinity, and presents sound level estimates for future wind turbine operations. Specifically, this report provides a comprehensive evaluation of sound levels from construction and operation of the wind turbines. Operation of the substation and other electric transmission facilities are briefly discussed. The sound level estimates are compared to Maine DEP sound level limits to demonstrate that the Oakfield Wind Project will meet applicable sound level limits.

2.0 SOUND AND DECIBELS

Sound is a rapid fluctuation in pressure that the human ear has the potential to detect. The decibel or dB is the unit of measurement for sound. The decibel scale is logarithmic to avoid large unmanageable numbers normally associated with pressure change. Figure 1 shows a comparison of sound pressure and decibel levels for some typical sound environments.

Sound level performance specifications often provide the sound power level emitted by a particular noise source such as a wind turbine. Similar to sound pressure level, the sound power level or L_w is a logarithmic measure of sound expressed in decibels compared to a specified reference level. The difference is that the reference level for sound power is 10^{-12} watts compared to the reference level for sound pressure which is in units of micropascals.

Undesirable sound is generally referred to as *noise*. The effects of noise depend both on its frequency (or pitch), decibel level, and duration, particularly in relationship to changes in existing sound levels. The frequency of a sound generally refers to the number of vibrations per second, measured in hertz (Hz). The frequencies of sounds audible to humans range from about 20 Hz to 20,000 Hz, with greater sensitivity to frequencies above 1,000 Hz.

Sound may consist of a single frequency known as a pure tone, but is generally a disorderly mixture of many frequencies. When measuring sound, the A-weighted sound levels are typically used in order to

simulate the hearing response of the human ear to varying sound level frequencies. A-weighted sound levels are expressed as dBA.

Sound propagation in air can be compared to ripples on the surface of a pond. The ripples spread out uniformly in all directions of the pond surface decreasing in amplitude as they move further from the source. For every doubling of distance from a stationary hemispherical point source, the sound level drops by 6 dB. Thus if the sound level is 50 dBA at 500 feet, the sound level at 1000 feet will be 44 dBA, and will be 38 dBA at 2000 feet. With an obstacle in the sound path, such as intervening terrain or a building, part of the sound is reflected, part is absorbed and the remainder is transmitted through or around the object. The amount of sound that is reflected, absorbed or transmitted depends on the properties of the object, its size, and the frequency (Hz) of the sound. Properties of an object and its effect on sound propagation are primary considerations in the design of noise control measures.

For constant sounds, a brief measurement close to the source can generally quantify the level of sound over both long and short periods. However, when sound sources vary, longer sampling periods are needed to accurately quantify the sound levels. Integrating sound level meters are commonly used to measure fluctuating sound sources. These meters record the sound level every 1/8 of a second when set to fast response and every one-second on slow response. When set to fast, the instrument measures 480 sound levels every minute and over 28,000 records in an hour. Due to the large number of readings, statistical parameters are used for analysis and comparison of measurement data.

The most commonly used parameter is the A-weighted equivalent sound level or L_{Aeq}. The L_{Aeq} is used to represent the sound energy during a given sampling period as a constant decibel level. The L_{Aeq} takes all sound level fluctuations into account similar to an averaging technique; however, this is accomplished mathematically to deal with decibels as logarithmic expressions. At a site influenced by variable sounds such as vehicle or aircraft traffic, the L_{Aeq} distributes the traffic sound energy over the entire measurement period to calculate a single decibel level. Short periods of elevated sound levels can significantly increase the L_{Aeq} over a measurement period. For example, if the sound level over an hour was 30 dBA except for five minutes when traffic noise measured 60 dBA, the L_{Aeq} for the hour would be 49 dBA.

Other common statistical parameters include L_{A10}, L_{A50} and L_{A90}, which represent the sound level exceeded 10%, 50%, and 90% of the time during the measurement, respectively. The L_{A90} excludes most transient or intermittent noise sources and therefore, is commonly used to determine the value of constant or *background* sound during a measurement. L_{A50} is the median sound level and can be used to quantify nearly steady operations by removing the contribution of occasional, louder sound events such as wind gusts or traffic. L_{A10} is frequently used to quantify sound levels of such occasional events.

In order to calculate sound levels resulting from multiple sources, such as several wind turbines, it is necessary to combine decibel levels from each source. Decibel levels must be added mathematically to reflect the logarithmic nature of the decibel unit. When two sounds of the same decibel level are combined, the resulting combined sound level is just 3 dB higher than the individual sound levels (e.g. 50 dB + 50 dB = 53 dB). The analysis contained in this report addresses both individual and combined sound sources associated with the proposed wind project.

3.0 SITE DESCRIPTION

The Oakfield Wind Project will consist of up to 34 General Electric 1.5 megawatt (MW) turbines capable of generating as much as 51 megawatts of electricity. The project also includes access roads, permanent meteorological towers, an electrical interconnection facility to tie to the existing Maine Public Service 69kV transmission line, an electrical substation, and an operations and maintenance facility. A site location map is presented as Figure 2.

The project involves permitting 36 potential turbine locations to allow flexibility in final location; only 34 turbines will be constructed. All of the turbines will be located in the town of Oakfield. The wind turbines will be located in two clusters, Oakfield North and Oakfield South. Both clusters include 17 turbine sites and one alternate. Power from the turbines will be collected by an overhead 34.5-kV collector line, delivered to the on-site substation at the north end of the project, and converted to 69 kV for transmission to a connection point. Relative to applicable sound level limits, operation of the substation and transmission line is not expected to generate significant sound levels. Consequently, sound level estimates for the wind project do not include these facilities.

The majority of the proposed project area is presently used for commercial forestry operations and contain developed logging roads that will be upgraded and used, where appropriate, to minimize clearing and wetland impacts. The turbines will generally run southwest to northeast along various ridges with base elevations of the turbines ranging from approximately 910 to 1,430 feet above mean sea level. In addition to the turbine structures, the project will include construction of an operations and maintenance facility to the northwest of Oakfield South and a substation to the west of Oakfield North.

Each turbine is 262 feet from the base to the center of the rotor hub, and a total of 389 feet to the tip of a fully extended rotor blade. For the proposed GE wind turbines, spacing between turbines within the two turbine clusters will range from a minimum of approximately 660 to 1,750 feet. The distance between the two clusters is approximately 1.6 miles. There are no external ladders or similar structures proposed on the towers and no guy wires or external cables. Access for maintenance will be provided by ladders located inside the towers.

Based on aerial photography, field surveys and local tax records, uses in the vicinity of the project consist mostly of undeveloped/forestry land and rural residential properties at various distances from the proposed wind turbines. Residential properties are located around the perimeter of Oakfield North, northwest of Oakfield South, along South Road which bisects Oakfield South, and along Nelson Road between the two clusters. A residential subdivision was approved in 1987 that consists of 23 lots that are generally more than 40 acres in size. Lots within this subdivision are located both north and south of Nelson Road. The large residential subdivision is labeled “Patten Subdivision” on Figure 3.

Evergreen Wind Power II (Evergreen II) has purchased property or obtained leases with local landowners to install and operate wind turbines at the proposed locations. Evergreen II has also obtained agreements with landowners who may experience sound levels from the project that have the potential to exceed applicable sound level limits. A Vicinity Site Plan showing the proposed wind turbine layout and substation location in relation to surrounding land uses and residences is shown as Figure 3. Figure 3 also depicts parcels that Evergreen II has purchased or leased and parcels where required sound easements have been obtained. As set forth by Maine DEP 375.10, Section C.5.s, a noise (sound) easement exempts the project from Maine DEP noise limits and remains in effect for the specific noise, parcel of land and term covered by the agreement.

4.0 NOISE CONTROL STANDARDS

Relevant noise standards consist of regulations established by the Maine DEP. Maine DEP Chapter 375.10, *Control of Noise*, established in November 1989, applies hourly sound level limits at facility property boundaries and at nearby *protected locations*. Protected locations are defined as "any location accessible by foot, on a parcel of land containing a residence or planned residence or approved residential subdivision.…" Under this definition, a residence is considered planned when the landowner has received all applicable building and land use permits and the timeframe for beginning construction under such permits has not expired. Similarly, a residential subdivision is considered approved when the developer has received all applicable land use permits for the subdivision and the timeframe for beginning construction under such permits has not expired. In addition to residential parcels, protected locations also include but are not limited to schools, state parks, and designated wilderness areas (ref. Maine DEP 375.10.G.16).

The hourly equivalent sound level ($L_{Aeq\text{-}Hr}$) resulting from routine operation of the wind project is limited to 75 dBA at any facility property boundary. The limits at protected locations vary depending on local zoning or surrounding land uses and existing (pre-development) ambient sound levels.

At protected locations within commercially or industrially zoned areas, or where the predominant surrounding land use is non-residential, the hourly sound level limits for routine operation are 70 dBA daytime (7:00 a.m. to 7:00 p.m.) and 60 dBA nighttime (7:00 p.m. to 7:00 a.m.). At protected locations within residentially zoned areas or where the predominant surrounding land use is residential, the hourly sound level limits for routine operation are 60 dBA daytime and 50 dBA nighttime. In addition, where the daytime pre-development ambient hourly sound level at a protected location is equal to or less than 45 dBA and/or the nighttime hourly sound level is equal to or less than 35 dBA, the hourly sound level limits for routine operation are 55 dBA daytime and 45 dBA nighttime. For areas where pre-development ambient sound levels exceed the specified limits at a protected location, hourly sound level limits may be chosen as 5 dBA less than the pre-development sound levels (ref. Maine DEP 375.10.C.1).

In all cases, nighttime limits apply to areas within a protected location that are up to 500 feet from a residence or sleeping quarters. At distances over 500 feet or where no residence or sleeping quarters exist, daytime limits apply during all facility operating hours (ref. Maine DEP 375.10.G.16). Where various limits apply depending on the distance from a residence or sleeping quarters, all limits must be met at the protected location. For lots within a residential subdivision where no residence has been constructed and no building permit received, RSE assumes in this report that the daytime limit applies during all facility operating hours. For subdivision lots with an existing residence or residential building permit, the nighttime limit applies within 500 feet of the existing or planned residence.

The Maine DEP regulation establishes sound level limits for construction, maintenance, and tonal and short duration repetitive sounds as follows:

> *Construction* - Sound from nighttime construction is subject to the same nighttime limits as routine operation. Even though daytime construction limits are contained in Maine DEP Chapter 375.10, normal daytime construction sound levels are exempt from this regulation by Maine Statute (38 M.R.S.A. Section 484). Equipment used in construction must also comply with applicable federal noise regulations and must include environmental noise control devices in proper working condition as originally provided by its manufacturer (ref. Maine DEP 375.10.C.2).
>
> *Maintenance* -- Sound from routine, ongoing maintenance activities are considered part of routine operations and subject to the daytime and nighttime limits for routine operation. Sound from occasional, major overhaul activities is regulated as construction activity (ref. Maine DEP 375.10.C.3).

Short Duration Repetitive and Tonal Sounds - When routine operations produce a short duration repetitive or tonal sound, 5 dBA is added to the observed sound levels of these sounds for determining compliance. There is also a maximum sound level (L_{Amax}) limit for certain types of short duration repetitive sounds (ref. Maine DEP 375.10.C.1.d and e).

Sounds associated with certain activities are exempt from regulation under Maine DEP Chapter 375.10. Exempt activities associated with the proposed wind project may include (ref. Maine DEP 375.10.C.5):

- Construction activity during daylight or daytime hours, whichever is longer;
- Emergency maintenance and repairs.

An exemption also applies at protected locations where the landowner has conveyed a sound or noise easement to the project that allows the project to potentially exceed the Maine DEP sound level limits.

When a development is located in a municipality that has duly enacted a quantifiable noise standard that (1) contains limits that are not higher than the Maine DEP limits by more than 5 dBA, and (2) limits or addresses the types of sounds regulated by the Maine DEP, then the Maine DEP is to apply the local standard rather than the Maine DEP standard. Further, when noise produced by a facility is received in another municipality, the quantifiable noise standards of the other municipality must be taken into consideration (ref. Maine DEP 375.10.B.1).

Inquiries to town offices and review of land use ordinances for Oakfield, Maine indicate that no quantitative local noise standards have been enacted.

5.0 EXISTING SOUND LEVELS

Measurements of the pre-development ambient sound levels are required only when the developer elects to establish that the daytime and nighttime ambient hourly sound level at representative protected locations exceed 45 dBA and 35 dBA, respectively (ref. Maine DEP 375.10.H.3.1). Without such ambient measurements, the Maine DEP quiet limits of 55 dBA daytime and 45 dBA nighttime apply at nearby protected locations. In recognition of the rural nature of the site and to be conservative, Evergreen II has elected to apply quiet limits at nearby protected locations even though pre-development ambient sound levels under weather conditions suitable for wind turbine operation can exceed the quiet area thresholds of 45 dBA daytime and 35 dBA nighttime.

6.0 SOUND LEVEL LIMITS

Maine DEP sound level limits at protected locations and property lines have been determined for the Oakfield Wind Project based on land uses and landowner agreements. Evergreen II has purchased land and obtained leases or agreements with local landowners that exempt the project from sound level limits under the Maine DEP noise regulation. As set forth in Maine DEP Chapter 375.10, sound level limits at protected locations not subject to landowner agreements apply to routine operation of the proposed wind project and substation.

The most restrictive Maine DEP sound level limit of 45 dBA applies during nighttime hours at locations on residential parcels that are within 500 feet of an existing or planned residence. The quiet daytime limit of 55 dBA applies during daytime hours (7 am to 7 pm) and during all hours at locations on residential parcels that are over 500 from an existing or planned residence and RSE assumes for this report on the entire area of lots within a residential subdivision where no residence has been constructed or building permit received. Maine DEP sound level limits do not apply at protected locations where

landowners have signed agreements with Evergreen II allowing sound levels from the project that could exceed otherwise applicable Maine DEP sound level limits. Excluding purchase or leased land and parcels where required sound easements have been obtained (see Figure 3), Table 1 presents a list of receiver points in the vicinity of Oakfield Wind where applicable sound level limits are most restrictive to the project. These receiver points are also shown on Figure 3.

Table 1

Maine DEP Hourly Sound Level Limits (dBA)

Receiver Point [A]	Description	Distance From Nearest Wind Turbine (ft)	Maine DEP Hourly Limit (dBA) Daytime	Nighttime	Limit Basis
R1	Residential parcel off Bear Gulch Road north of Oakfield North	2,550	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R2	Residential parcel off North Road northeast of Oakfield North	1,950	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R3	Residential parcel off Brown Road east of Oakfield North	2,160	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R4	Residential parcel off Nelson Road southwest of Oakfield North	1,990	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R5	Residential parcel off Thompson Settlement Road west of Oakfield North	2,200	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R6	Residential parcel off Nelson Road northeast of Oakfield South	1,850	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R7	Residential parcel off South Road east of Oakfield South	2,190	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R8	Residential parcel off Thompson Settlement Road west of Oakfield South	1,860	55	45	Quiet limits at protected location within 500 feet of existing dwelling
R9	Residential parcel off Thompson Settlement Road northwest of Oakfield South	2,690	55	45	Quiet limits at protected location within 500 feet of existing dwelling

[A]See Figure 3, Vicinity Site Plan.

The Maine DEP regulation specifies sound level limits in terms of hourly A-weighted equivalent sound levels (L_{Aeq-Hr}). At protected locations where tonal or short duration repetitive sounds are present from operation of the wind project, 5 dBA is added to these sound levels for purposes of determining compliance with applicable sound level limits.

7.0 FUTURE SOUND LEVELS

7.1 Construction

Sound from construction activity is both temporary and variable. Many construction machines operate intermittently and equipment varies with each construction phase. A variety of construction equipment will be used to build the wind project including earth-moving equipment for land clearing, excavation,

and site grading, and cranes to erect the wind turbines. Typical earth moving equipment and cranes generate sound levels of 75 to 88 dBA at a distance of 50 feet.

Sound levels from construction may be noticeable in the vicinity of the site, especially during blasting, excavation and grading. Local traffic during construction is expected to increase on some public roads along with associated sound levels from construction vehicles. Because of the temporary nature of construction, no adverse or long-term sound level effects are anticipated.

The mobile nature of construction equipment and the manner in which construction work must be done makes complete control of construction sound infeasible. With the possible exception of nighttime blade lifts, construction activity will occur between the hours of 7 a.m. and 7 p.m. or daylight hours, and therefore is not subject to Maine DEP sound limits. Sound from nighttime crane lifts is not expected to exceed sound levels from routine operation.

Other measures to mitigate construction sound levels will include compliance with federal regulations limiting sound from trucks and portable compressors, and ensuring that equipment and sound muffling devices provided by the manufacturer (or equivalent) are kept in good working condition.

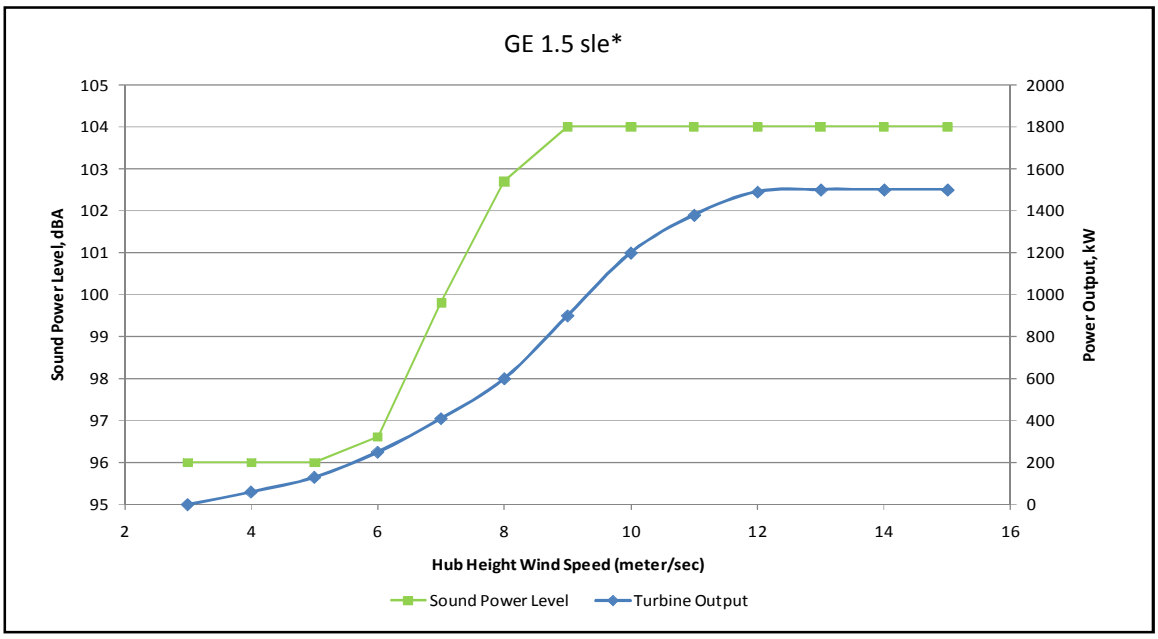
7.2 Proposed Operation

Operation of the proposed project will consist of 34 wind turbines operating up to 24 hours per day and seven days per week depending on weather conditions.

RSE developed a sound level prediction model to estimate sound levels from simultaneous operation of wind turbines at all 36 possible turbine locations for Oakfield Wind. The acoustic model was developed using the CADNA/A software program to map area terrain in three dimensions, locate proposed wind turbines and calculate outdoor sound propagation from the wind turbines. Area topography and wind turbine locations, for entry into CADNA, were provided to RSE by Stantec based on USGS topographic information and project design.

The wind project will be capable of operating any time of the day or night, including holidays and weekends. However, the wind turbines will only operate when the wind incident on the turbine hub is at or above the cut-in wind speed of 3 meters per second (6.7 mph). During periods of light or calm winds, sound level emissions from the wind project will be virtually non-existent. As the hub-height wind speed increases to 3 meters/sec, the turbines begin to rotate and will reach full sound power output at a wind speed of approximately 9 meters per second (20.1 mph) or 60% of rated power output. Full power generation from the wind turbines occurs when the hub-height wind speed is at or above 11.5 meters per second (25.7 mph). The turbines shutdown or “cut-out” when winds reach 25 meters per second (56 mph). Figure 4 presents a plot of the sound power level and power generation versus wind speed at the turbine hub for wind speeds ranging from 3 to 15 meters per second. Figure 4 indicates that full sound power occurs at or above 9 meters per second and the sound power level is approximately 4 dBA less at a wind speed of 7 meters per second.

Figure 4. Sound Power Level and Power Output of GE 1.5 sle Wind Turbine in Relation to Hub Wind Speed



Excludes Uncertaintly Factor of ± 2 dBA per GE Technical Documentation – Noise Emission Characteristics (2005) and Confidence Level of +2dBA per GE Technical Specification – Noise Emission Compliance, GE Wind Energy, May 2005.

RSE calculated sound levels for simultaneous operation of the GE 1.5 sle wind turbines at all 36 prospective wind turbine locations at full sound power as defined by GE Energy. These moderate to full load conditions exist with wind speeds at or above 9 meters per second (20.1 miles per hour) at the turbine hub. The wind turbines were treated as point sources at the hub height of 80 meters (262 feet) above base/grade elevation using sound power levels from GE Energy (Technical Documentation Wind Turbine Generator System GE 1.5 sl/sle 50 & 60 Hz, Noise Emission Characteristics, 2005). Sound level estimates are based on the operating sound level at full sound power plus an uncertainty factor of plus 2 dBA based on the GE specification and measurements by RSE of similar turbines during full operation. Sound levels from the wind turbines are not expected to increase at wind speeds greater than 9 meters/sec.

GE Energy determined turbine sound power levels in accordance with IEC 61400-11, Wind Turbine Generator Systems – Part 11: Acoustic Noise Measurement Techniques, 2002. Table 2 provides sound power levels by third octave and whole octave frequency as provided by GE Energy.

Sound levels from wind turbine operation were calculated for nine receiver points (R1 to R9) in the vicinity of the proposed wind project. Receiver points represent nearby protected locations where the most stringent Maine DEP nighttime limits apply. Sound levels at these receiver points have the greatest potential to exceed applicable Maine DEP limits. Dwellings and protected locations closer to the wind turbines than the receiver points (see Figures 3 and 5) have entered into a lease or agreement with Evergreen II so that Maine DEP sound level limits do not apply at these properties (ref. Maine DEP 375.10, Section C.5.s). Sound level attenuation from the wind turbines to the receiver points was calculated by the acoustic model in accordance with ISO 9613-2 "Attenuation of sound during propagation outdoors". ISO 9613-2 is an international standard commonly used for predicting sound levels from a noise source for moderate downwind condition in all directions.

TABLE 2 WIND TURBINE SOUND POWER LEVELS (Wind Speed ≥ 9.0 m/s at turbine hub)				
3rd Octave Band Center Frequency, Hz	**Sound Power Level, dBA**	**Octave Band Center Frequency, Hz**	**Sound Power Level, dBA**	**Sound Power Level, dBA (as modeled by RSE)**
50	76.2			
63	79.9	63	85.1	90.1
80	82.6			
100	84.8			
125	86.7	125	94.0	99.0
160	92.4			
200	90.7			
250	92	250	97.2	102.2
315	94			
400	94.3			
500	93.8	500	98.6	103.6
630	93.2			
800	94			
1000	92.8	1000	97.9	102.9
1250	92.3			
1600	91.5			
2000	89.6	2000	94.5	99.5
2500	87.1			
3150	84.8			
4000	82.2	4000	87.3	92.3
5000	78.6			
6300	75.9			
8000	71.3	8000	78.1	83.1
10000	70.8			
SUM	**104**	**SUM**	**104**	**109**
Source: Technical Documentation Wind Turbine Generator System GE 1.5sl/sle 50 & 60 Hz, Noise Emission Characteristics, 2005				

For Oakfield Wind, the prediction model calculates attenuation due to distance, atmospheric absorption and intervening terrain. Conservative factors were applied for ground absorption assuming a mix of hard and soft ground. The surfaces of nearby lakes were specifically mapped and assigned no ground absorption as appropriate for a hard, reflective surface. The model calculations exclude attenuation from foliage, which has the potential to reduce sound levels.

The stated accuracy of sound level attenuation calculations per ISO 9613-2 is plus or minus 3 dBA. To compensate for accuracy inherent in the calculation and measurement methods, 3 dBA has been added to the specified sound power levels. This is in addition to the plus 2 dBA uncertainty factor from the GE specification. Consequently, the overall adjustment to the rated sound power levels from GE specifications (Table 2) is plus 5 dBA yielding a sound power level of 109 dBA for model calculations. This adjustment reflects the range of sound levels for the proposed wind project based on RSE sound level measurements of similar operating wind turbines under a variety of weather and site conditions.

Using the model, sound level contours for operation of the proposed wind project were calculated for the entire study area. These results are presented in Figure 5 with the sound level contours of 55 dBA and 45 dBA highlighted to correspond to Maine DEP quiet daytime and nighttime limits. Information for the project study area as presented on Figure 5 includes the turbine locations, parcel mapping, dwelling locations, a residential subdivision, public and private roads, and water bodies. A legend indicating the map symbols is provided on Figure 5.

From these contours, the expected sound level from full operation of the wind turbines can be determined for any point within the study area. Initially, the results were used to identify residential parcels (protected locations) where estimated sound levels may exceed Maine DEP sound level limits and, therefore, sound easements would be required to comply with Maine DEP noise regulations. Evergreen II has either purchased, leased or obtained sound easements on these parcels as indicated on Figure 5. To evaluate compliance with Maine DEP at other protected locations, receiver positions were selected where, excluding purchased, leased or easement parcels, the Maine DEP limits would be most restrictive. In addition to sound level contours, calculated sound levels at these receiver positions are indicated on Figure 5. Table 3 compares estimated sound levels at the receiver positions with Maine DEP nighttime sound level limits.

TABLE 3

ESTIMATED SOUND LEVELS FROM WIND TURBINE OPERATION

Receiver Position	Distance to Nearest Wind Turbine, Feet	Estimated Hourly Sound Level, $L_{Aeq\text{-}Hr}$	Maine DEP Nighttime Limit, dBA
R1	2,550	44	45
R2	1,950	42	45
R3	2,160	43	45
R4	1,990	44	45
R5	2,200	44	45
R6	1,850	45	45
R7	2,190	44	45
R8	1,860	43	45
R9	2,690	44	45

The results from Table 3 indicate that sound levels at full operation of the wind project will be at or below the Maine DEP nighttime noise limits at the receiver points.

Dwelling locations have also been added to Figure 5, Sheets 1 and 2 and are presented in Table 4. Table 4 provides the owners names and ownership status of the properties that require a sound easement or ownership interest to be in compliance with regulatory requirements.

TABLE 4

PROPERTY DESIGNATIONS

Dwelling ID	Map(s)	Lot(s)	Parcel Owner	Document
D1	1	20-A	Collins	Lease
D2	1	21	Franco	Easement
D3	5	12	Gorham	Easement
D4	5	2-15	Greenlaw/Provost	Easement
D5	5	2-18	Michaud	Easement
D6	8	22	Sico	Easement
D7	8	29-6	Hartford	Easement
D8	8	29-8	Greenlaw	Easement
D9	8	23-2	Swallow	Easement
D10	5	7-1	Burpee	PSA

There are likely to be large fluctuations in wind speed from the hub height of the wind turbines at 262 feet to the regulated height of four to five feet above ground level. This can be a significant factor in sound emissions and outdoor propagation from both the wind project and ambient, non-turbine sound levels. The quietest periods of the day or night generally occur when the ground level and 10-meter winds are light or calm. In addition, as the wind speed incident on a wind turbine drops below 9

meters/sec, sound levels from the turbine are reduced. Ambient, non-turbine sound levels, particularly from wind forces acting on trees and vegetation, may increase significantly when the turbine wind speed reaches 9 meters/sec or greater, as required for full sound power.

Variations in wind speed with elevation (wind gradient) may result in very different wind speeds near the ground than at turbine/rotor heights. In addition, there may be areas near the ground that are shielded from winds at certain directions. For example, with the general ridge line direction running north-south, lower land to the east would be protected from a westerly wind. Under these conditions, high winds may be present near the top and to the west of the wind turbines, but winds may be relatively calm just east of the ridgeline. Consequently, the degree of masking by wind-induced ambient sound will fluctuate depending on the wind speed, direction, and location.

A regulated tonal sound occurs when the sound level in a one-third octave band exceeds the arithmetic average of the sound levels in the two adjacent one-third octave bands by a specified dB amount based on octave center frequencies (ref. Maine DEP 375.10.G.24). Turbine performance specifications indicate some potential for tonal sounds to occur in the 160 Hz third-octave band. Both the specifications and measurements of operating turbines by RSE indicate that the tonal threshold of 8 dBA is not likely to be exceeded. Therefore, the wind turbines are not expected to generate regulated tonal sounds.

Short duration repetitive (SDR) sounds are a sequence of sound events each clearly discernible that causes an increase of 6 dBA or more in the sound level observed before and after the event. SDR sound events are typically less than 10 seconds in duration and occur more than once within an hour. Measurements and observations by RSE during wind turbine operations indicate that sound levels can fluctuate over brief periods as noted by the passage of wind turbine blades. Observed measurements further indicate that overall broadband sound level fluctuations typically range from 2 to 4 dBA and thus do not result in the 6 dBA increase required to be SDR sounds as set forth in Maine DEP 375.10.

8.0 CONCLUSIONS AND RECOMMENDATIONS

The primary objectives of the Sound Level Assessment were to determine applicable sound level limits at protected locations and lot lines, estimate future sound levels from the proposed wind power project, and evaluate compliance with applicable sound level limits. Existing land uses were identified using a combination of site maps, aerial images, and field observations. Sound level estimates of future wind operation were calculated using a terrain-based acoustic model.

Sound level limits were applied per Maine DEP 375.10 based on land use mapping, purchased and leased land, and landowner agreements. To be conservative with this sound level assessment, quiet limits of 45 dBA nighttime and 55 dBA daytime were utilized per Maine DEP regulations even though pre-development sound levels during conditions suitable for wind turbine operation can exceed Maine DEP thresholds for existing sound levels in a quiet area.

The results of this assessment indicate that sound levels from operation of the Oakfield Wind Project will not exceed Maine DEP sound levels limits during construction or routine operation and that regulated levels of tonal and short duration repetitive sounds are not expected to be produced. Specifically, model estimates show that sound levels from the wind project will be below the Maine DEP nighttime limit of 45 dBA within 500 feet of a residence at nearby protected locations. Model estimates show that the property limit of 75 dBA will also be met.

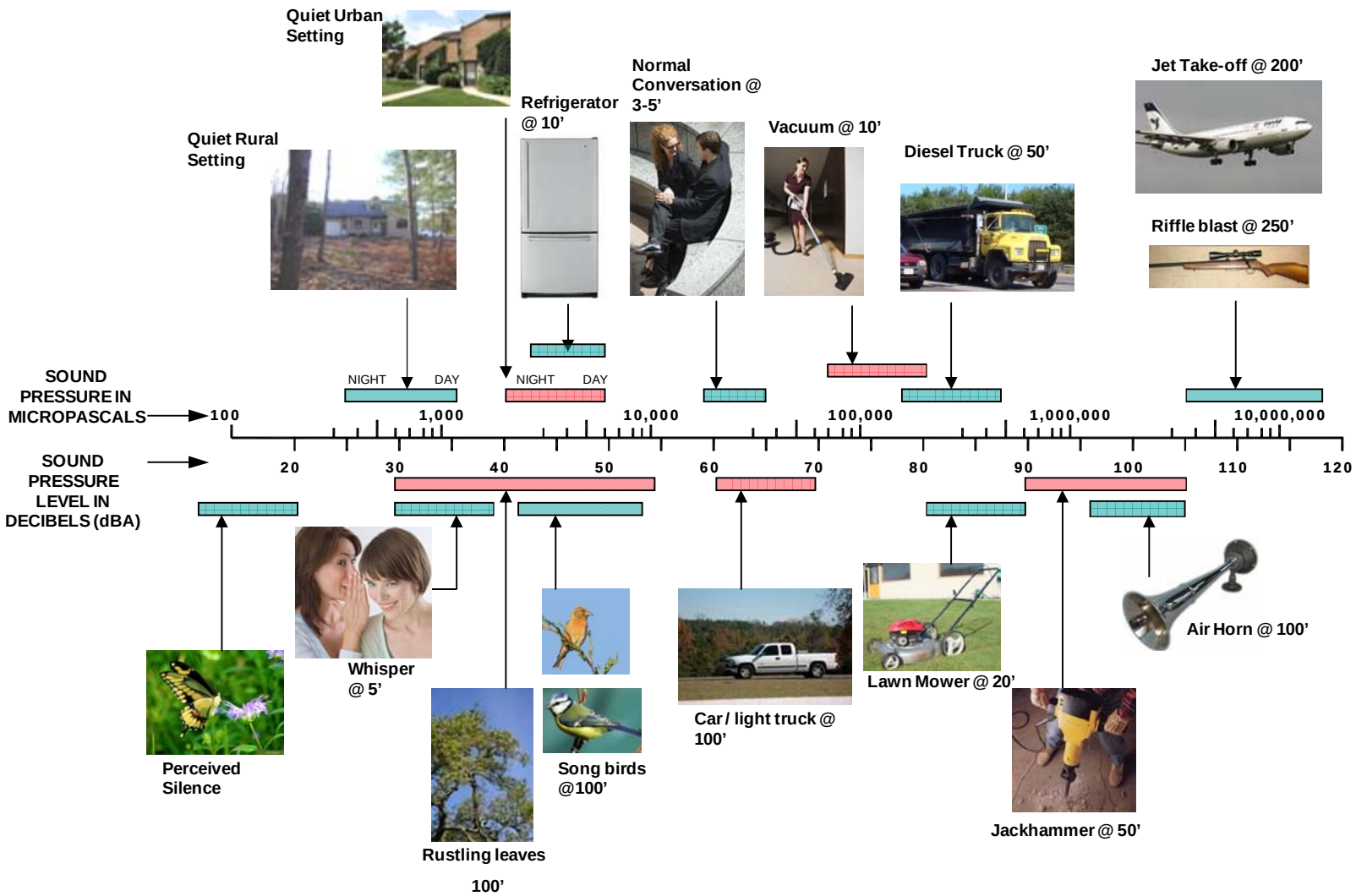
Prior to operation of the wind project, RSE recommends monitoring pre-development ambient sound levels at points representing nearby protected locations and during periods representing wind turbine

operating conditions. Ambient sound level measurements will provide useful data concerning the contribution of non-turbine sound levels during future operation of the wind project.

Once construction and startup of the wind project are complete, RSE recommends monitoring sound levels during routine operation to verify compliance with relevant Maine DEP sound level limits.

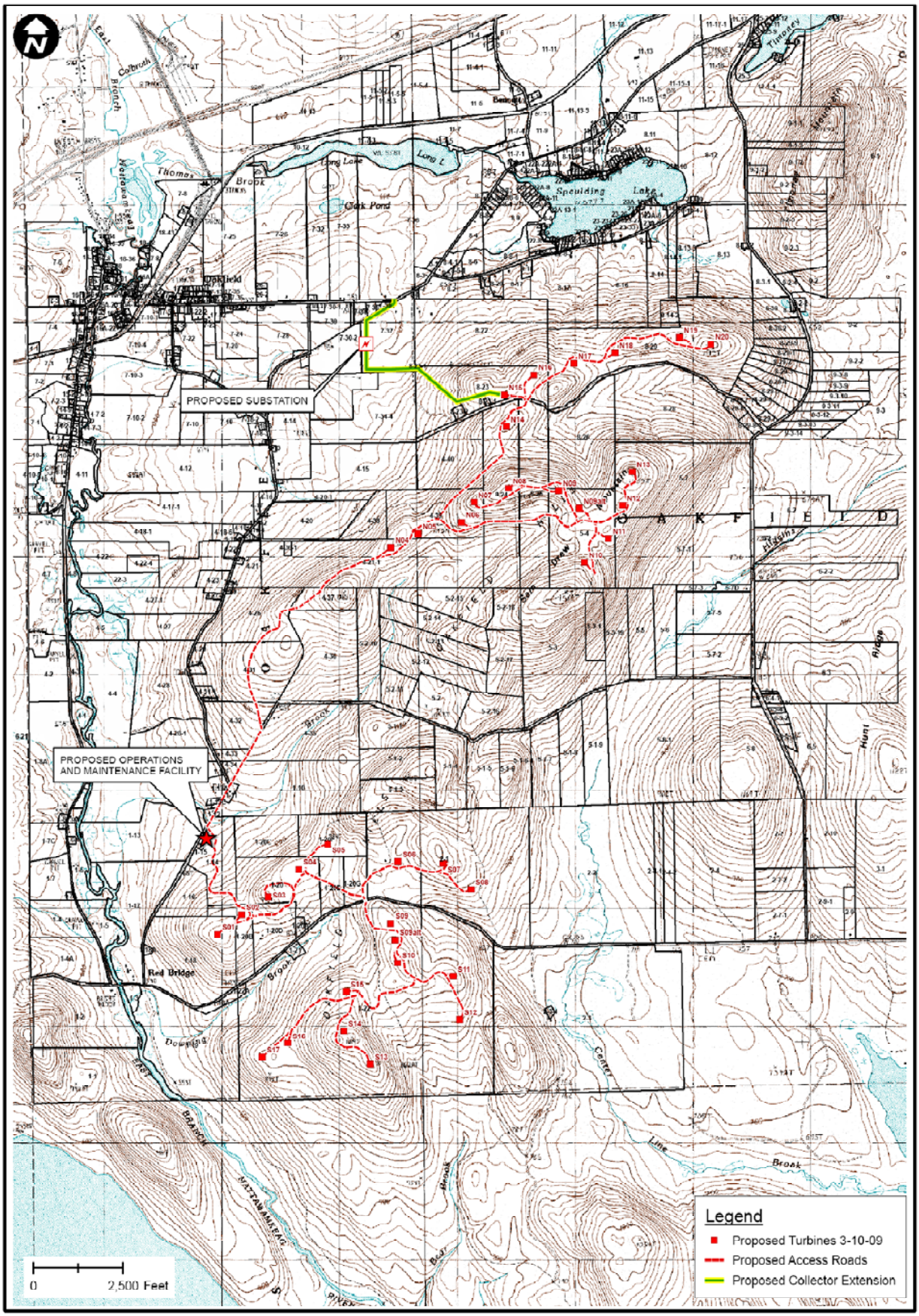
FIGURE 1

RELATION BETWEEN SOUND PRESSURE IN PASCALS AND TYPICAL SOUND PRESSURE LEVELS IN DECIBELS



Compiled by RSE from Multiple Sources Including: RSE measurements; U.S.E.P.A, "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances," Dec. 1971.; Handbook of Acoustical Measurements and Noise Control, Third Edition, edited by C.M. Harris, McGraw-Hill,1991.; "FHWA Highway Traffic Noise Prediction Model," U.S. Dept. of Transportation, Federal Highway Admin, Washington D.C., FHWA-RD-77-108, December 1978.; U.S.E.P.A, "Information on Levels Noise Requisite to Protect Health and Welfare with an Adequate Margin of Safety," March 1974.; Handbook of Environmental Acoustics, J.P.Cowan, Van Norstrand Reinhold, 1994.

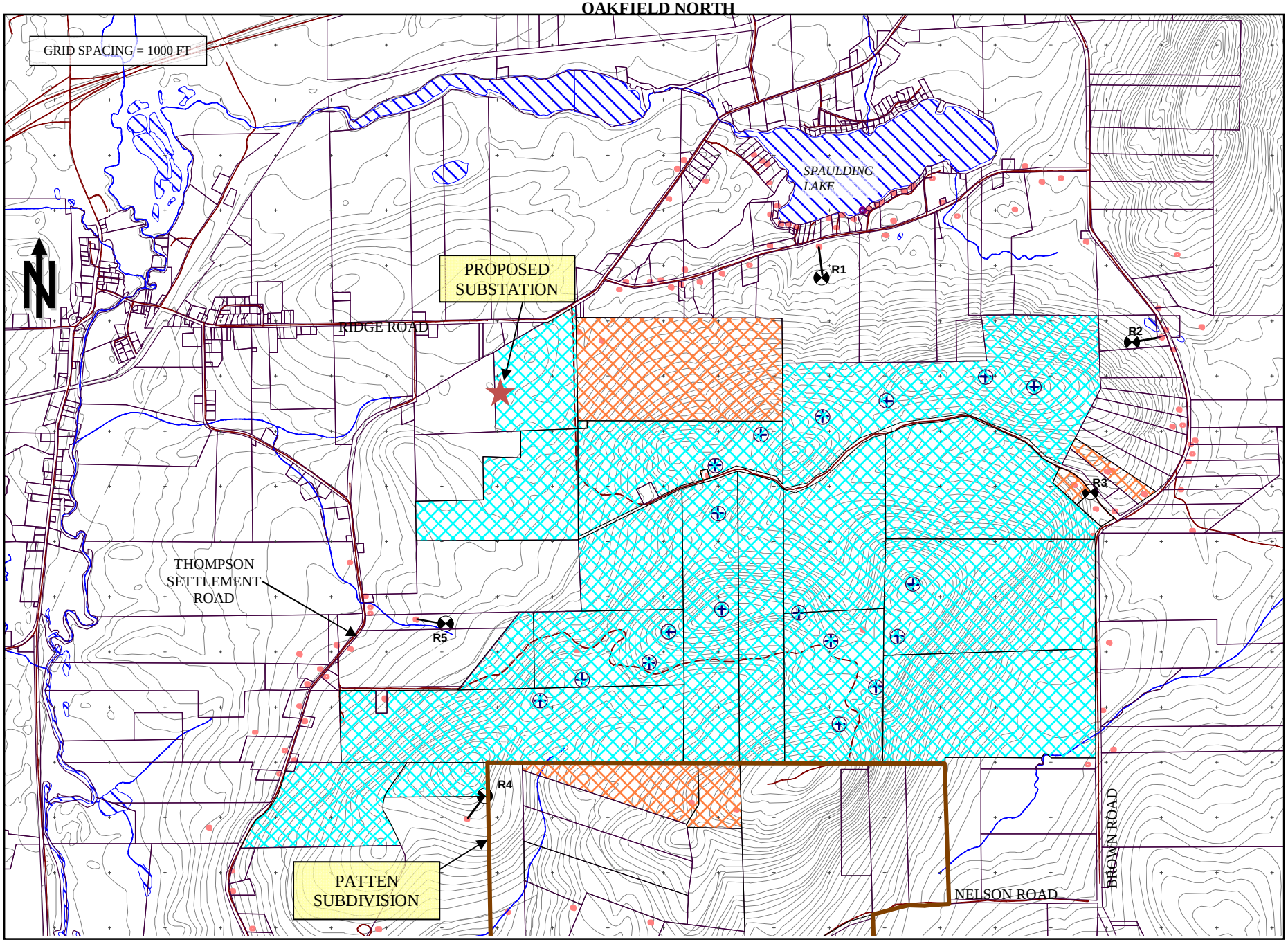
FIGURE 2. SITE LOCATION MAP



Source: Stantec Consulting, March 2009

FIGURE 3. VICINITY SITE PLAN (1 OF 2)

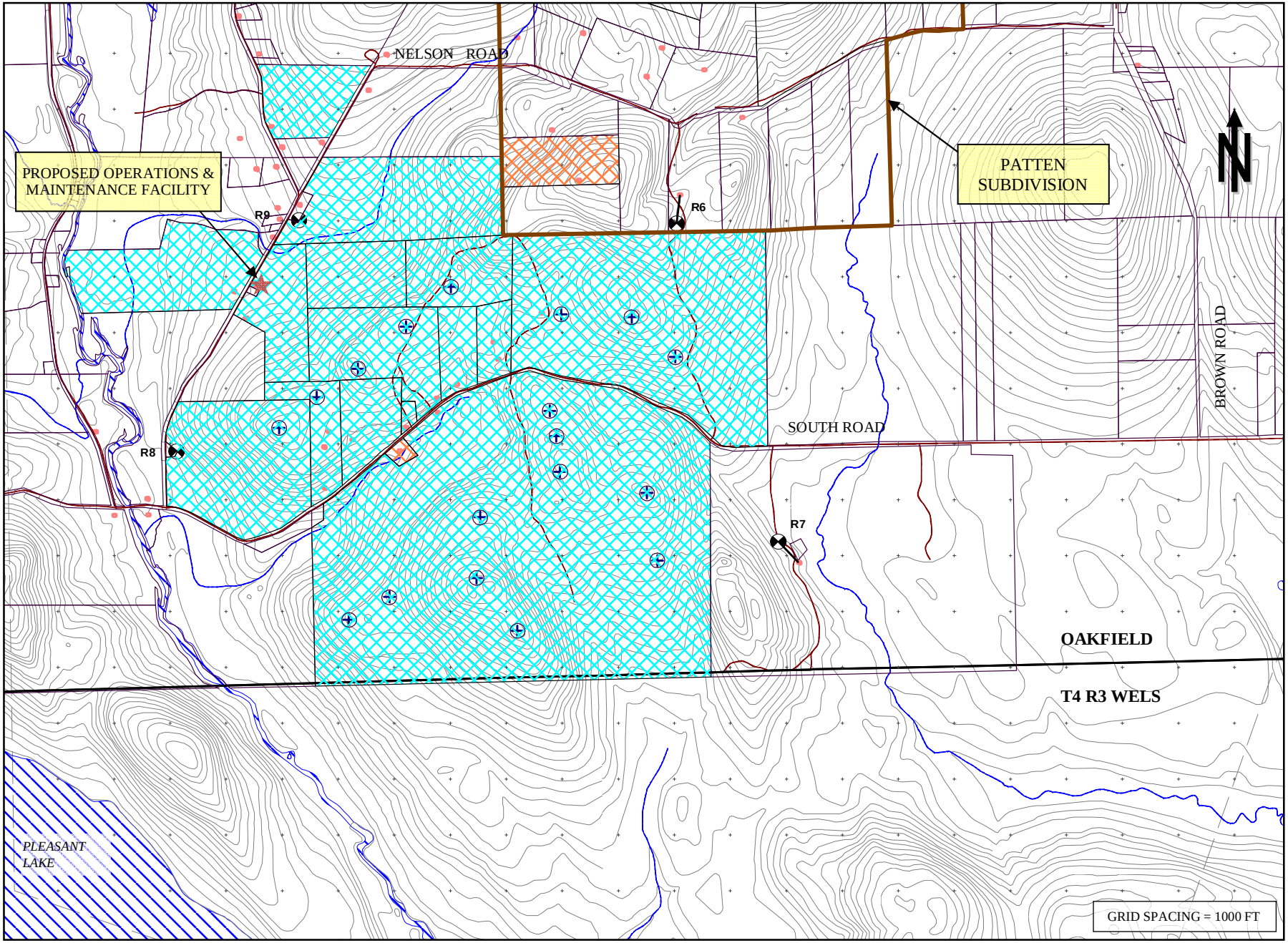
OAKFIELD NORTH



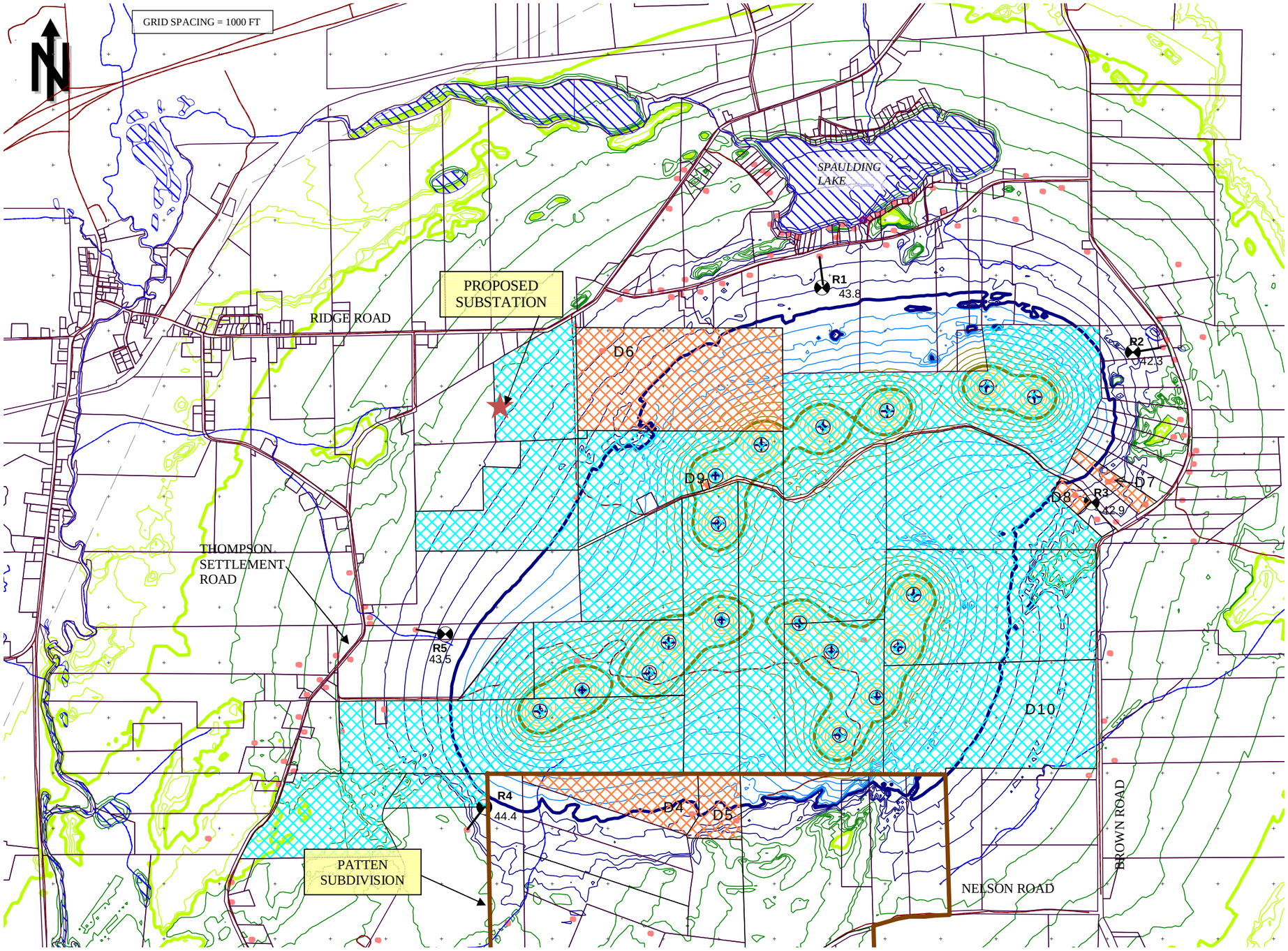
WIND TURBINE LOCATION | DWELLING LOCATION | LEASED OR PURCHASED | SOUND EASEMENT | RECEIVER POSITION

FIGURE 3. VICINITY SITE PLAN (2 OF 2)

OAKFIELD SOUTH



WIND TURBINE LOCATION | DWELLING LOCATION | LEASED OR PURCHASED | SOUND EASEMENT | RECEIVER POSITION



WIND TURBINE LOCATION

DWELLING LOCATION

LEASED OR PURCHASED

SOUND EASEMENT

42.3 RECEIVER POSITION & ESTIMATED SOUND LEVEL

= 55 dBA (MDEP DAYTIME LIMIT)

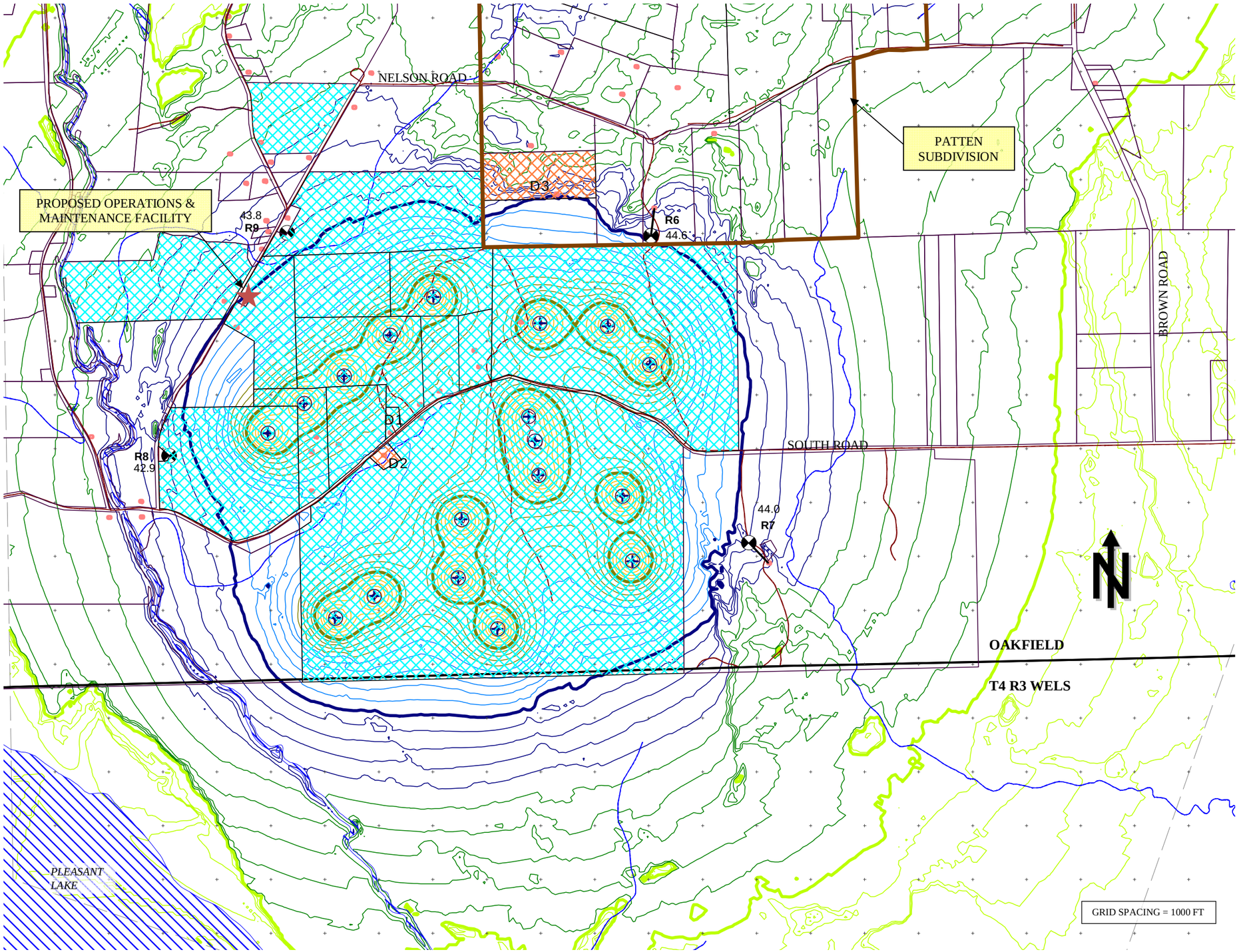
= 45 dBA (MDEP NIGHTTIME LIMIT)

= 35 dBA

SOUND LEVEL CONTOUR INTERVAL = 1 dBA

FIGURE 5.
ESTIMATED SOUND LEVEL CONTOURS
(1 OF 2)

OAKFIELD NORTH



WIND TURBINE LOCATION

DWELLING LOCATION

LEASED OR PURCHASED

SOUND EASEMENT

42.3 RECEIVER POSITION & ESTIMATED SOUND LEVEL

= 55 dBA (MDEP DAYTIME LIMIT)

= 45 dBA (MDEP NIGHTTIME LIMIT)

= 35 dBA

SOUND LEVEL CONTOUR INTERVAL = 1 dBA

FIGURE 5.
ESTIMATED SOUND LEVEL CONTOURS
(2 OF 2)

OAKFIELD SOUTH

Appendix 5-2

OAKFIELD PROJECT SOUND DOCUMENTATION

Map(s)	Lot(s)	Name	Document
1	20-A	Brian Collins	Lease
1	21	Vincent Franco (formerly owned by Joseph D. Lawler)	Easement
5	1-2	Roseanna Gorham	Easement
5	2-15	Greenlaw/Provost	Easement
5	2-18	Janine H. Michaud	Easement
8	22	Gary C. and Janine C. Sico	Easement
8	29-6	Wayne B. and Sandra A. Hartford	Easement
8	29-8	Steve C. and Syndey Greenlaw	Easement
8	23-2	Rodney Swallow	Easement
5	7-1	Estate of Kermit Burpee c/o Barbara D. Easterling	Purchase and Sale Agreement

Appendix 5-3

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS
Brian Collins (formerly Brian Neal)
his successors and assigns
PO Box 389
Island Falls, ME 04747
(See Certificate of Change of Name filed in the Aroostook County Probate Court on September 16, 1998 -- Docket No. 98-249.)

LESSEE
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 – 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessors hereby agree to grant an additional right-of-way either to the Lessee or to the public utility at no cost to the Lessee.

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

	the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.
TERM OF LEASE:	Lease shall be for an initial term of twenty seven (27) years and shall commence on November 9, 2007.
EXTENSION TERM:	The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.
RIGHTS UPON SALE:	Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way.
NON-INTERFERENCE	Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20

_____ rotor diameters from any WTG, whether located on or off the Property.

DATED at Houlton, Maine this 9th day of nov., 2007.

(SEAL)
Lessor Brian Collins

STATE OF Maine)
) ss.:
COUNTY OF Aroostook)

On this 9th day of Nov., 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Collins (Seal), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Cynthia K. Knapp
Notary Public

CYNTHIA K. KNAPP
MY COMMISSION EXPIRES NOV. 09, 2012

022307

Exhibit A

Quitclaim Deed – Book 2666, Page 98

BOOK 2666 PAGE 98

003187

QUITCLAIM DEED

RICHARD RILEY, having a mailing address of RFD #2, Box 313, Houlton, County of Aroostook and State of Maine, for consideration paid, grants to BRIAN W. NEAL, having a mailing address of General Delivery, Oakfield, County of Aroostook and State of Maine, with QUITCLAIM COVENANTS:

The land in Oakfield, County of Aroostook, and State of Maine, to wit:

> Beginning at a point situated at the intersection of the Southwest corner of Lot #112 according to the 1858 Burleigh and Coney plan of said town; and the northerly boundary of the South Oakfield Road; thence easterly along the northerly boundary of the said South Oakfield Road 358 feet, more or less, to a point situated on the westerly boundary of the Bartlett Road; thence northerly in a direction parallel with the westerly boundary of said Lot #112, 300 feet to a point; thence westerly at a right angle 358 feet, more or less, to a point situated on the westerly boundary of said Lot #112, thence southerly along the westerly boundary of said Lot #112 to the point of beginning.

Being part of Lot #112 according to the 1858 Burleigh and Coney plan of the Town of Oakfield, Maine.

And, being the same premises conveyed to the Grantor by the Quitclaim Deed of Brian W. Neal, dated June 3, 1993, and recorded in Volume 2574, Page 50, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand and seal this 22nd day of January, 1994.

WITNESS

Richard W. Riley

Maine Real Estate Transfer Tax Paid

STATE OF MAINE
AROOSTOOK, ss.

January 22, 1994

Personally appeared the above named Richard W. Riley, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Patrick E. Hunt
Attorney at Law

PATRICK E. HUNT, P.A.
ATTORNEY AT LAW
P.O. BOX 130
ISLAND FALLS, MAINE 04747

TEL. (207) 463-2285
FAX (207) 463-2226

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

FORM SUPERCOPY

EASEMENT

THIS EASEMENT is made by Vincent Franco ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the deed dated February 4, 2009 and recorded at the Aroostook County Registry of Deeds in Book 4668, Page 298 (hereinafter referred to as the "Servient Land").

WHEREAS, **Evergreen Windpower II, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 20 day of Feb, 2009.

In the presence of:

SUSAN RADOCCHIO

LAURA GIULIANO

GRANTOR

VINCENT J. FRANCO

Print:

Print:

STATE OF CT)
) ss.: Cheshire
COUNTY OF NEW HAVEN)

On this day of 20, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

Laura Giuliano
Notary Public, Connecticut
My Commission Expires Dec. 31, 2013

—File Copy—

EASEMENT

THIS EASEMENT is made by Roseanna Gorham ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the discharge of deed dated May 5, 1957and recorded at the Aroostook County Registry of Deeds in Book 3008, Page 348 (hereinafter referred to as the "Servient Land").

WHEREAS, Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 3 day of April, 2009.

In the presence of:

GRANTOR

Roseanna Gorham

Print: Roseanna Gorham

STATE OF RHODE ISLAND)
) ss.:
COUNTY OF KENT)

On this 3 day of April, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Roseanna Gorham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

BK 3008 PG 348

004569

QUIT-CLAIM DEED

We, **Roseanna S. Gorham** (formerly Roseanna DeMaranville) of 7042 Flat River Road, Greene, RI 02827 and **Steven DeMaranville** of 134 Derby Street, Salem, Massachusetts 01970 (both formerly of 41 Cedar Street, Amesbury, Essex County, Massachusetts) and **Atsuko Shakespeare** of 51A Mayfield Avenue, Cranston, Rhode Island do hereby **QUIT-CLAIM** to **Roseanna S. Gorham** of 7042 Flat River Road, Greene, RI 02827, the land together with the buildings thereon in Oakfield, Aroostook County, Maine, bounded and described as follows:

> Lot 2 as shown on a plan entitled "Oakfield Hills Properties, Phase I", dated October 22, 1987 to December 12, 1987, prepared by Dale R. Blackstone, and recorded in the Aroostook County Registry of Deeds, Southern District, in Plan Book 37, Page 103A.
>
> This conveyance is subject to all of the conditions and restrictions of record. Meaning and intending to convey the same parcel of property as described in the Warranty Deed dated December 15, 1987, from Patten Corporation-DownEast to Roseanne DeMaranville, Steven DeMaranville and Atsuko Shakespeare recorded as of record on March 30, 1988, in Book 2068, at Page 96.

This conveyance is such that no real estate transfer tax need to be paid.

IN WITNESS WHEREOF, the parties have executed this instrument as their free act and deed on the dates as indicated in the following attestation clauses.

Steven DeMaranville

Date: 3-1 , 1997

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Personally appeared Steven DeMaranville, the above named person, before me and he acknowledged the above instrument to be his free act and deed.

Notary Public
My Commission expires:

SEAL

MY COMMISSION EXPIRES NOV. 8, 2002

Grantees Address:
Roseanna S. Gorham
7042 Flat River Road
Greene, RI 02827

Roseanna S. Gorham
Roseanna S. Gorham

Date: March 22, 1997

Atsuko Shakespeare
Atsuko Shakespeare

Date: March 22, 1997

STATE OF RHODE ISLAND
COUNTY OF KENT

Personally appeared Roseanne S. Gorham and Atsuko Shakespeare, the above named persons, before me and they acknowledged the above instrument to be their free act and deed.

SEAL

Mary-Ann McGinnis
Notary Public
My Commission expires: June 27, 1997

RECEIVED AROOSTOOK, SS
97 MAY -5 PM 12: 28
ATTEST: Mary C Bennett
REGISTER OF DEEDS

EASEMENT

THIS EASEMENT is made by Jon A. Provost and Tamara R. Greenlaw (collectively, "Grantor"), the owner(s) of certain lots or parcels of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in that certain deed recorded at the Penobscot County Registry of Deeds in Book 4459, Page 155 and more particularly known as Oakfield Tax Map 5, Lot 2-15 (hereinafter referred to as the "Servient Land").

WHEREAS, **Evergreen Wind Power II, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 9th day of March, 2009.

In the presence of:

GRANTOR

Print: Jon A Provost

Print: Tamara R Greenlaw

STATE OF Massachusetts)
) ss.:
COUNTY OF Middlesex)

On this day of March 9, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Tamara Greenlaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

YVETTE M. SPIRITO
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sep 25, 2009

STATE OF Maine)
) ss.:
COUNTY OF Cumberland)

On this day of March 9, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon A. Provost, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

Maria I. C. Berube
Notary Public
My Commission Expires
April 9, 2013
State of Maine

EXHIBIT A
Proposed Wind Power Project Lands
(not intended to be exhaustive)

Town Of Oakfield Tax	Map 4 Lot 37
	Map 4 Lot21-1
	Map 4 Lot 39
	Map 8 Lot 24

EASEMENT

THIS EASEMENT is made by Janine Michaud (collectively, "Grantor"), the owner(s) of certain lots or parcels of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in that certain deed recorded at the Penobscot County Registry of Deeds in Book 3779, Page 130 and more particularly known as Oakfield Tax Map 5, Lot 2-18 (hereinafter referred to as the "Servient Land").

WHEREAS, **EVERGREEN WIND POWER II, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 21 day of January, 2008~~8~~9

In the presence of:

GRANTOR

Janine H. Michaud

Janine H. Michaud
Print: Janine Michaud

STATE OF Maine
COUNTY OF Penobscot

1-21, 2008~~8~~9

Personally appeared the above-named JANINE H. MICHAUD and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Wanda Libbey
Notary Public/Attorney-at-Law
Print Name: Wanda Libbey
My Commission Expires: Notary Public • Maine
My commission expires 6 -16 - 09

EASEMENT

THIS EASEMENT is made by Gary and Janine Sico ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the deed dated June 18, 2003 and recorded at the Aroostook County Registry of Deeds in Book 3823, Page 26 (hereinafter referred to as the "Servient Land").

WHEREAS, Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 2nd day of Dec., 2008

In the presence of:

GRANTOR

Gary C. Sico GARY C. SICO

Print: Gary C. Sico

Ja-Janine C. Sico

Print: Janine C. Sico

Janine C Sico

STATE OF Maine)
) ss.:
COUNTY OF Aroostook)

On this 2 day of Dec, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Melanie Hardy
Notary Public

MELANIE J. HARDY
NOTARY PUBLIC
STATE OF MAINE
My Commission Expires Nov. 3, 2013

FORM SUPERCOPY

EASEMENT

THIS EASEMENT is made by Wayne and Sandra Hartford ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the deed dated October 24, 1995 and recorded at the Aroostook County Registry of Deeds in Book 2841, Page 183 (hereinafter referred to as the "Servient Land").

WHEREAS, Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 28 day of Nov., 2008

In the presence of:

GRANTOR

Wayne B. Hartford

Print: Wayne B. Hartford

Sandra A. Hartford

Print: Sandra A. Hartford

STATE OF Maine)
) ss.:
COUNTY OF Aroostook)

On this 28th day of Nov., 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne B. & Sandra A. Hartford, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Donna M. Maher

DONNA M. MAHER Notary Public

My Commission Expires
May, 2009

EASEMENT

THIS EASEMENT is made by Steven and Sydney Greenlaw ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the deed dated September 10, 2007 and recorded at the Aroostook County Registry of Deeds in Book 4490, Page 232 (hereinafter referred to as the "Servient Land").

WHEREAS, Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 2nd day of December, 2008

In the presence of:

GRANTOR

Steven C. Greenlaw

Sydney Greenlaw

STATE OF Aroostook Maine)
) ss.:
COUNTY OF Aroostook)

On this 2nd day of December, 20 08 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven & Sydney Greenlaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

EASEMENT

THIS EASEMENT is made by Rodney Swallow, 10 South Street, Houlton, Maine, 04730, ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook, and State of Maine, more particularly described in the deed Charles and Francis Loiacono to the Grantor herein by deed dated September 16, 1996, and recorded in the Aroostook County Registry of Deeds in Book 2992, beginning at Page 309 (hereinafter referred to as the "Servient Land").

WHEREAS, Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("Grantee"), plans to construct and 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 Servient Land, including (without limitation) the lands described on the attached Exhibit A; and

WHEREAS, the Wind Power Project will emit sound including at levels that may exceed applicable state or local maximum sound level limits for the Servient Land, and may cast shadows onto or produce a shadow flicker effect at the Servient Land;

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Servient Land and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Wind Power Project onto the Servient Land.

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 hereby granted shall run with the Servient Land. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted 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 Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

WITNESS our hands and seals this 23rd day of March, 2009.

In the presence of:

GRANTOR

Rodney Swallow

STATE OF MAINE) ss:

COUNTY OF AROOSTOOK)

On this 23rd day of March, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney Swallow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public

Stephen O. Nelson

Maine Bar #9316

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EXHIBIT A

Lands Near the Servient Land

Lands now or formerly of Quint, as shown on Oakfield Tax Map 8, lot 23

Lands now or formerly of Haynes, as shown on Oakfield Tax Map 8, lot 24 and Tax Map 8, lot 29

Lands now or formerly of Brannen, as shown on Oakfield Tax Map 4 lot 39

Lands now or formerly of Katahdin Development Co as shown on Oakfield Tax Map 5 lot 4

ESTATE OF KERMIT BURPEE 1.9.09 N 1 S

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of JAN, 2009 (the "Effective Date"), by and between the Burpee, Kermit c/o Barbara D. Easterling, P.R., having a mailing address at (hereinafter referred to as "Seller") and Evergreen Wind Power II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 (hereinafter referred to as "Purchaser").

1. PURCHASE AND SALE OF PROPERTY: Seller agrees to sell and Purchaser agrees to purchase, for the price and on the terms and conditions hereinafter set forth, certain real property in the Town of Oakfield, Aroostook County, Maine (the "Property"), which Property is shown as Oakfield Tax Map [5], Lot [7-1] and more particularly described in that certain deed to Seller recorded at the Southern Aroostook County Registry of Deeds in Book 1170, Page ~~278~~, a copy of which deed is attached hereto as Schedule A. 193 BV 1.7.09

2. PURCHASE PRICE; DEPOSIT:

   a.

   b.

3. TITLE:

   a. Title to the Property shall be conveyed by Seller to Purchaser in fee simple, with good and marketable title thereto, free and clear of all liens, encumbrances, and title defects.

   b. In the event that the record title should prove to be defective at the Closing, Purchaser shall notify Seller of such fact and Seller shall have a reasonable period of time, but in no event longer than thirty (30) days, during which period Seller shall, at its expense, make every reasonable effort to cure the objectionable title defects. If Seller fails to cure the objectionable title defects during said thirty (30) day period, Purchaser may, at its option, either: (i) cure any such defect and deduct the cost thereof from the purchase price at Closing and/or accept title to the Property as it then is with the right to deduct from the purchase price the value of any liens or encumbrances of a definitive or ascertainable amount; or (ii) terminate this Agreement, in which case this Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement.

   c. From and after the Effective Date, Seller shall not grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Property without the prior written consent of Purchaser.

REDACTED

4. CLOSING:

a.

b. Against payment of the purchase price, Seller shall, on the date of Closing, execute and deliver to Purchaser a good and sufficient ~~warranty~~ deed (the "Deed") conveying the Property. In addition, each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out their obligations under this Agreement or as may be required by law, or reasonably requested by Purchaser's title insurance company (including title insurance affidavits and sufficient evidence of Seller's authority).

c.

5. INSPECTIONS:

a.

b. At any time after the Effective Date, Purchaser, its agents, representatives, consultants and employees shall be entitled to enter upon the Property with materials and equipment for the purposes of making a physical inspection of the Property and making subsurface tests, test borings, soils test, topographical and boundary surveys, drainage determinations, tests for hazardous materials, environmental audits, and for such other inspection, testing or planning purposes as may seem necessary to Purchaser, its successors or assigns.

c.

REDACTED

6. POSSESSION: Seller shall deliver sole and undisturbed physical possession of the Property to Purchaser at the Closing, in the same condition as it now is, free of all leases, tenancies and encumbrances.

7. SELLER'S WARRANTIES:

8. NO BROKER:

REDACTED

9. CONDEMNATION:

10. DEFAULT:

a.

b. In the event Seller fails or refuses to consummate the sale of the Property in accordance with the provisions of this Agreement for any reason constituting a default on the part of Seller, with Purchaser having fully performed all of its obligations under this Agreement, Purchaser shall have the right to terminate this Agreement and the right to all remedies at law or in equity, including the right to specific performance of this Agreement.

11. ATTORNEYS' FEES.

12. TIME OF THE ESSENCE.

13. NOTICES:

REDACTED

14. MISCELLANEOUS:

a. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

c. This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understanding between them, and shall not be altered or amended, except by written amendment signed by Seller and Purchaser.

d.

e.

f.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

Estate of
Burpee, Kermit c/o Barbara D. Easterling, P.R

Barbara D. Easterling
By:
Its:

PURCHASER:

Evergreen Wind Power II, LLC

By:
Print: Evelyn Lin
Its: Secretary

Attachments:

- Schedule A - Copy of deed of Property to Seller

E:\Apps\MSOFFICE\word\SDN\bartlett P+S 9-26-08-nonrefundable deposit - close Houlton.docx

REDACTED