

**SECTION 2**

**Title, Right or Interest**

## Section 2. Title, Right or Interest

### A. Narrative.

The original property associated with the proposed project was purchased by SWEB Development USA, LLC from Paul C. Fuller and Sandy L. Fuller by deed, dated November 21, 2016. The deed was registered in the Penobscot County Registry of deeds in Book 14342 Page 208 (attached). This property parcel is approximately 132 acres.

An additional property parcel, which abuts the original parcel, was purchased by SWEB Development USA, LLC from Gary M. Pomeroy Logging, Inc by deed, dated August 15, 2019. The deed was registered in the Penobscot County Registry of Deeds in Book 15247 Page 1 (attached). This parcel is approximately 13.53 acres and resulted in the total land holdings associated with the project (total of 145.53 acres).

Also attached are two mitigation waivers associated with the proposed project as follows:

1. Pisgah Mountain, LLC and SWEB Development USA, LLC (Book 15225, Page 110)
2. Bangor Water District and SWEB Development USA, LLC (Exhibit 2)

Please refer to the following pages for a complete list of project Land Control.

Exhibit 2.1: Bangor Water District Mitigation Waiver

Exhibit 2.2: Paul and Sandy Fuller Quitclaim Deed

Exhibit 2.3: G&D Logging Inc. Quitclaim Deed

Exhibit 2.4: Assignment of Easements (Pisgah Mountain, LLC to SWEB Development USA, LLC)

# Exhibit 2.1

BK 15143 Pg 98 #12159  
05-13-2019 @ 12:33p

## EASEMENT

(Mitigation Waiver Agreement)

This Easement (a/k/a Mitigation Waiver Agreement) is made by BANGOR WATER DISTRICT, a Maine quasi-municipal corporation with a place of business in Bangor, Maine ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Clifton, Penobscot County, Maine, as more particularly described in the deed from Champion International Corporation, dated July 14, 1999, recorded at the Penobscot County Registry of Deeds in Book 7111, Page 345, a copy of which deed is attached hereto as Exhibit A and incorporated herein by reference (said lot or parcel of land hereinafter referred to as the "Burdened Property").

WHEREAS, SWEB Development USA, LLC, a Delaware limited liability company having a registered office at 2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware, 19808 and a mailing address at 6080 Young Street, Suite 106, B3K 5L2, Halifax, Canada ("Grantee"), the owner of a certain lot or parcel of land situated in the Town of Clifton, Penobscot County, Maine, as more particularly described in the deed from Paul C. Fuller and Sandy L. Fuller dated November 21, 2016, recorded in the Penobscot Registry of Deeds in Book 14342, Page 208, and copy of which is attached hereto as Exhibit B (the "Benefitted Property").

WHEREAS, Grantee plans to construct and operate a wind power project (a/k/a wind energy facility), including wind turbine generators and towers (collectively, the "wind turbines") and related equipment, facilities, infrastructure, substructures or other improvements (hereinafter referred to as the "Wind Power Project"), on lands which include but are not limited to the Benefitted Property; and

WHEREAS, the Benefitted and Burdened Properties abut and the Wind Power Project (1) will emit sound, including at levels that may exceed applicable state or municipal maximum sound levels for the Burdened Property, (2) may cast shadows or blade glint onto or produce a shallow flicker effect or blade glint at Burdened Property, (3) may be constructed and maintained less than the required setback from any property lines of the Burdened Property, or (4) may be constructed and maintained less than the required setback from any occupied structures on the Burdened Property.

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a non-exclusive easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Burdened Property and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Burdened Property; (b) the right to cast shadows, shadow flicker, or blade glint from the Wind Power Project onto the Burdened Property; and (c) the right to construct and operate wind turbines on the Benefitted Property notwithstanding any applicable setback requirement of any federal, state, municipal statute, ordinance, or regulation with respect to any wind turbine on the Benefitted Property (hereby expressly waiving any setback requirement of any applicable state or municipal statute, ordinance or regulation with respect to any wind turbine, sometimes hereinafter referenced as a "prescribed Setback"), provided that the quantity of such wind turbines are expressly limited to and location of such wind turbines shall be in substantial conformity with the map attached hereto and incorporated herein as Exhibit C.

No later than thirty (30) days from Grantee's construction or relocation of any wind turbine within any prescribed Setback of any Burdened Property property line, and prior to such wind turbine being

operational, Grantee shall provide Grantor with an as-built which depicts where each wind turbine within any prescribed Setback of the Burdened Property property line is/are located, as well as the boundary of the Burdened Property.

This Easement, shall extend to, be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The burden of the easement hereby granted shall run with the Burdened Property. The benefit of the easement hereby granted is appurtenant to the fee simple ownership interest of the Grantee in and to the Benefited Property, and may be transferred 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 (subject to the terms of this Easement), provided written notice of assignment of this Easement, including the assignee's name and mailing address, shall be provided to Grantor within fifteen (15) days of any such assignment.

The terms and conditions of this Easement may be enforced by either party, or their respective successors and assigns, by an appropriate legal or equitable remedy, and in such event the substantially prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

Grantee assumes all risks, known and unknown, associated with the easements granted herein, and Grantor expressly waives any and all duty to maintain the Burdened Property and/or to provide notice to Grantee of any risk or dangerous conditions on the Burdened Property, including but not limited to any duty to cut or remove trees which may cause injury to person or property.

The easements granted hereinabove shall terminate upon the earlier of thirty (30) years from the date of execution of this Easement, or termination or expiration of the existing fee simple ownership interest (including any extension periods) of Grantee, its successor or assign.

Grantee acknowledges the Grantor is a municipal water district and the Burdened Property is critical to preservation of the water quality provided to the City of Bangor, among others. The following subparagraphs (a) - (c) shall collectively be defined as the "Grantee Hold Harmless Provisions":

- a) Grantee shall at times maintain sufficient and appropriate storm water and erosion controls with respect to the Wind Power Project as it affects the Burdened Property to avoid any material change in those conditions which are presently occurring.
- b) Grantee shall indemnify, defend, protect, and hold Grantor harmless from and against any loss, costs, damages, liabilities or expenses for injury, death or damage to any person or property to the extent such injury, death and/or damage results from any act or failure to act, by Grantee, its employees, agents or contractors ( each a "Grantee Responsible Party").
- c) Furthermore, if Grantee or any Grantee Responsible Party places, disposes or in any way release ( each, being a "Hazardous Release") any Hazardous Material ( as hereinafter defined) in, onto or near the Burdened Property, Grantee shall immediately report such Hazardous Release to Grantor and any governmental entity having jurisdiction over the Hazardous Release, and Grantee shall be responsible to remediate (including all costs related thereto ) such Hazardous Materials to the extent required by any applicable governmental authority with jurisdiction over the Hazardous Release. The term "Hazardous Materials" means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely

hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under all Environmental Laws (as hereinafter defined). The term "Environmental Laws" means all statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.); the Maine Uncontrolled Hazardous Substance Sites Act, as amended (38 M.R.S.A. § 1361, et seq.), and the Maine Hazardous Matter Law, as amended (38 M.R.S.A. § 1317, et seq.).

Notwithstanding anything to the contrary contained herein, the Grantee Hold Harmless Provisions are joint and several among Grantee and its successors and assigns. No assignment of this Easement shall have the effect of altering, limiting or avoiding any prior or existing Grantee's duty pursuant to the Grantee Hold Harmless Provisions, nor shall this paragraph alter, limit or avoid the liability of any assignee for the same. Furthermore, the Grantee Hold Harmless Provisions are continuing obligations which shall survive expiration or termination of this Easement.

Prior to the commencement of construction of the Wind Power Project, and for the remainder of the term of this Easement, Grantee shall procure and maintain insurance from a reputable insurance company authorized to do business in the State of Maine, which insurance shall provide reasonable and appropriate coverage in connection with the Wind Power Project against injury, casualty and Hazardous Release, and upon written request from Grantor shall provide evidence of such insurance binders.

This Easement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine, as a sealed instrument, and any action involving this Easement shall be brought and heard before a judge sitting in the applicable State or Federal Court of Maine.

Wherever possible each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Easement shall be prohibited by, unenforceable or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Easement.

This Option may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on their behalf as a sealed instrument this 11<sup>th</sup> day of April, 2019.

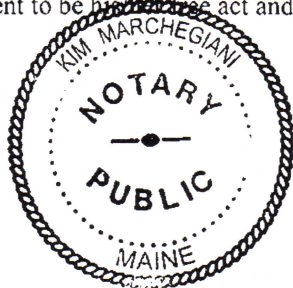
Paul Keller  
Witness

BANGOR WATER DISTRICT (Grantor)

By: Kathy Moriarty  
Name: Kathy Moriarty  
Title: General Manager

STATE OF MAINE  
PENOBSCOT, ss.

Personally appeared before me the above named Kathy Moriarty, in his/her capacity as General Manager of BANGOR WATER DISTRICT, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Bangor Water District.



My Commission Expires 8-11-21

Kim Marchegiani  
Notary Public Attorney at Law

Kim Marchegiani  
Printed Name

SWEB DEVELOPMENT USA, LLC (Grantee)

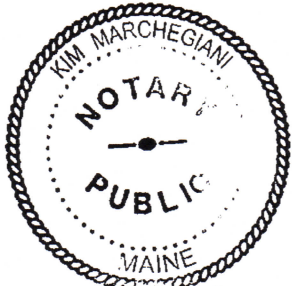
Paul Kelly  
Witness

By: MJ

Name: Michael Carey

Title: Development Manager

Personally appeared before me the above named Michael Carey, in his/her capacity as Development manager of the SWEB DEVELOPMENT USA, LLC, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said SWEB Development USA, LLC.



My Commission Expires 8-11-21

[Signature]  
Notary Public Attorney at Law

Kim Marchegiani  
Printed Name

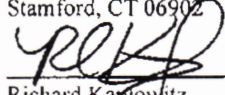


## **Exhibit A**

# Exhibit 2.2

Bk 15143 Pg105 #12159  
BK07111 PG345 24840  
07-16-1999 @ 03:44p

Prepared by:  
Richard Kaplowitz, Esq.  
Champion International Corporation  
One Champion Plaza  
Stamford, CT 06902



Richard Kaplowitz

Record and Return to:  
General Manager  
Bangor Water District  
P. O. Box 1129  
Bangor, Maine 04402-1129

## QUITCLAIM DEED WITH COVENANT

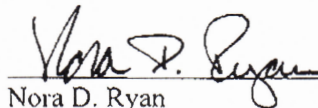
CHAMPION INTERNATIONAL CORPORATION, a New York corporation with a place of business at One Champion Plaza, Stamford Connecticut 06921, FOR CONSIDERATION PAID, grants to BANGOR WATER DISTRICT with a mailing address of P. O. Box 1129, Bangor, Maine 04402-1129, with QUITCLAIM COVENANTS certain real property, together with any improvements, thereon, located at Penobscot County, Clifton, Maine; more particularly described in Exhibit A attached hereto and incorporated herein.

This conveyance is made subject to the following exceptions:

1. all reservations, covenants, restrictions and other matters of record;
2. powerline and waterline easements;
3. matters not of record that would be disclosed by a survey or physical inspection of the property; and
4. existing zoning regulations.

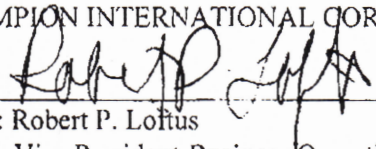
IN WITNESS WHEREOF, CHAMPION INTERNATIONAL CORPORATION has caused this instrument to be executed by Robert P. Loftus, its Vice President-Business Operations Forest Products there unto duly authorized this 14<sup>th</sup> day of July, 1999.

Witness:



Nora D. Ryan

CHAMPION INTERNATIONAL CORPORATION

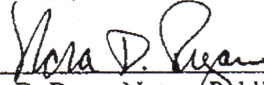
By:   
Name: Robert P. Loftus  
Its: Vice President-Business Operations  
Forest Products

State of Connecticut  
County of Fairfield, ss.

July 14, 1999

Personally Appeared the above-named Robert P. Loftus, Vice President-Business Operations of Champion International Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,



Nora D. Ryan, Notary Public

My Commission Expires: 6/30/00



**Exhibit A**

A certain lot or parcel of land with the situate in the Town of Clifton, County of Penobscot, State of Maine, more particularly described as follows:

Beginning on the south line of Lot 8, which is also the town line between Clifton and Otis, at a point on the northeasterly side of the Bangor Water District Road; thence following the northeasterly side of said road northwesterly about 1,800 feet, more or less, to a post and a number 5 rebar with an aluminum cap numbered 288, marking the westerly line of said Lot 8; thence along the westerly line of Lots 8, 24 and 39, generally following a line marked by spotted trees painted yellow, a distance of 6,234 feet, more or less, to a number 5 rebar driven into the ground on or near the height of land; thence South 47 degrees, 35 minutes, 15 seconds East, generally following a line marked by spotted trees painted yellow, a distance of 1,245.1 feet to a number 5 rebar driven into the ground; thence North 66 degrees, 39 minutes, 0 seconds East, generally following a line marked by spotted trees painted yellow, a distance of 2,795.0 feet to a number 5 rebar driven into the ground; thence South 12 degrees, 43 minutes, 0 seconds East, generally following a line marked by spotted trees painted yellow, a distance of 1140.2 feet to a number 5 rebar driven into the ground; thence South 46 degrees, 42 minutes, 30 seconds West, generally following a line marked by spotted trees painted yellow, a distance of 777.9 feet to a number 5 rebar driven into the ground; thence South 16 degrees, 28 minutes, 30 seconds East, generally following a line marked by spotted trees painted yellow, a distance of 2,748.6 feet to a number 5 rebar driven into the ground; thence South 83 degrees, 53 minutes, 30 seconds East, generally following a line marked by spotted trees painted yellow, a distance of 469.8 feet to a number 5 rebar driven into the ground; thence southerly in a straight course generally following a line marked by spotted trees painted yellow, a distance of 3,984 feet, more or less, to a number 5 rebar driven into the ground marked by an aluminum cap numbered 287, marking the southeasterly corner of said Lot 7; thence westerly along the Clifton-Otis town line generally following a line marked by spotted trees painted red, a distance of 3,729 feet, more or less, to the point of beginning.

Bearings referenced herein are oriented to magnetic north, 1999, as determined by a survey conducted to define a portion of the boundary of the within described tract by Plisga & Day, Land Surveyors.

Being a portion of the premises conveyed by Time, Inc., to St. Regis Paper Company by deed dated December 17, 1946, recorded in Penobscot County Registry of Deeds, Book 1254, Page 273. St. Regis Paper Company changed its name to St. Regis Corporation, a Certificate of Name Change dated June 29, 1983, is recorded in Penobscot County Registry of Deeds, Book 3412, Page 83. St. Regis Corporation merged with Champion International Corporation, a Certificate of Merger dated April 1, 1985 is recorded in Penobscot County Registry of Deeds, Book 3654, Page 145.

PENOBSCOT COUNTY, MAINE

*Susan F. Butay*  
Register of Deeds

"Maine Real Estate  
Transfer Tax Paid"

## **Exhibit B**



**EXHIBIT A**

**Property Description  
Clifton, Penobscot County, Maine**

A certain lot or parcel of land situated on Pisgah Mountain, in the Town of Clifton, County of Penobscot, State of Maine, the bounds of which being more particularly described as follows:

**BEGINNING** at a  $\frac{5}{8}$ " iron rod found at the easterly most corner of land of Bangor Water District (BWD) as described in a quitclaim deed with covenant from Champion International Corporation dated July 14, 1999, recorded in Book 7111, Page 345 of the Penobscot County Registry of Deeds (PCRD);

**THENCE**, South 30° 33' 32" West, along the southeasterly line of said land of BWD, a distance of 777.58 feet to a  $\frac{5}{8}$ " iron rod found;

**THENCE**, South 32° 38' 01" East, along the northeasterly line of said land of BWD, a distance of 2,748.11 feet to a  $\frac{5}{8}$ " iron rod found;

**THENCE**, North 79° 56' 56" East, along the northerly line of said land of BWD, a distance of 469.73 feet to a  $\frac{5}{8}$ " iron rod found in the westerly line of land of Timothy Higgins and Diana Higgins as described in a warranty deed from Peter A. Lyford and Marcia J. Lyford dated July 13, 1998, recorded in Book 6749, Page 198 of the PCRD;

**THENCE**, North 10° 08' 45" West, along the westerly line of said land of Higgins, a distance of 1,666.03 feet to a  $\frac{5}{8}$ " capped (PLS #280) iron rod found at the southwest corner of land of G and D Properties, Inc. (GDP) as described in a warranty deed from Gary M. Pomeroy Logging, Inc. dated January 27, 2004, recorded in Book 9204, Page 247 of the PCRD;

**THENCE**, North 02° 12' 58" East, along the westerly line of said land of GDP, a distance of 978.39 feet to a point;

**THENCE**, South 88° 40' 33" East, along the northerly line of said land of GDP, a distance of 1,304.00 feet to a point;

**THENCE**, North 07° 20' 33" West, along the westerly line of said land of GDP, a distance 393.00 feet to a point;

**THENCE**, North 29° 14' 33" West, along the westerly line of said land of GDP, a distance of 2,461.01 feet to a point situated in the center of an existing road way;

**THENCE**, following the centerline of said existing road way by the following courses and distances: North 63° 41' 33" West, a distance of 15.69 feet;

North 55° 37' 37" West, a distance of 69.37 feet;  
North 62° 13' 04" West, a distance of 97.10 feet;  
North 59° 03' 30" West, a distance of 366.81 feet;  
Westerly, along a tangent curve to the left having a radius of 70.00 feet, an arc distance of 52.65 feet;  
South 77° 50' 38" West, a distance of 21.39 feet;  
South 84° 40' 20" West, a distance of 160.17 feet;  
South 88° 49' 58" West, a distance of 79.52 feet;  
South 81° 18' 59" West, a distance of 45.15 feet;  
South 76° 20' 56" West, a distance of 39.36 feet;  
South 58° 30' 47" West, a distance of 37.90 feet;  
South 40° 14' 22" West, a distance of 42.83 feet;  
South 21° 52' 48" West, a distance of 41.00 feet;  
South 10° 48' 21" West, a distance of 38.17 feet;  
South 02° 35' 07" East, a distance of 60.93 feet;  
South 19° 46' 44" East, a distance of 44.68 feet;  
South 34° 43' 34" East, a distance of 57.31 feet;  
South 40° 44' 54" East, a distance of 50.50 feet;  
South 50° 53' 38" East, a distance of 60.69 feet;  
South 47° 20' 50" East, a distance of 51.79 feet;  
South 42° 38' 37" East, a distance of 51.41 feet;  
South 35° 04' 50" East, a distance of 47.54 feet;  
South 28° 50' 23" East, a distance of 46.27 feet;  
South 22° 27' 08" East, a distance of 42.24 feet;  
South 15° 22' 58" East, a distance of 45.75 feet;  
South 09° 07' 20" East, a distance of 48.90 feet;  
South 05° 37' 24" East, a distance of 140.14 feet;  
South 08° 54' 03" East, a distance of 184.29 feet;  
South 08° 42' 47" East, a distance of 57.24 feet;  
South 14° 54' 13" East, a distance of 155.53 feet;  
South 18° 40' 49" East, a distance of 171.18 feet;  
South 22° 15' 03" East, a distance of 124.47 feet;  
South 30° 58' 46" East, a distance of 192.34 feet;  
South 27° 04' 27" East, a distance of 48.66 feet;  
South 22° 50' 21" East, a distance of 99.44 feet;  
South 27° 27' 39" East, a distance of 80.47 feet;  
South 20° 09' 34" East, a distance of 150.83 feet;  
South 18° 09' 22" East, a distance of 94.08 feet;  
South 24° 12' 23" East, a distance of 114.89 feet;  
South 18° 42' 57" East, a distance of 23.59 feet;  
South 23° 47' 38" East, a distance of 72.72 feet;  
Southeasterly, along a tangent curve to the left having a radius of 292.00 feet, an arc distance of 48.21 feet;  
South 33° 15' 15" East, a distance of 275.77 feet;  
Southwesterly, along a tangent curve to the right having a radius of 140.00 feet, an arc distance of 226.24 feet;  
South 59° 20' 10" West, a distance of 93.07 feet;  
Southwesterly, along a tangent curve to the left having a radius of 192.00 feet, an arc distance of 30.87 feet;  
South 50° 07' 26" West, a distance of 155.23 feet;



South 53° 57' 15" West, a distance of 156.72 feet;  
South 61° 30' 42" West, a distance of 44.08 feet;  
South 58° 08' 51" West, a distance of 145.45 feet;  
Southwesterly, along a tangent curve to the left having a radius of 298.00 feet, an arc distance of 73.16 feet;  
South 44° 04' 50" West, a distance of 56.12 feet;  
Westerly, along a tangent curve to the right having a radius of 143.00 feet, an arc distance of 268.43 feet;  
North 28° 22' 00" West, a distance of 184.49 feet;  
Northwesterly, along a tangent curve to the left having a radius of 210.00 feet, an arc distance of 32.46 feet;  
North 37° 13' 27" West, a distance of 181.01 feet;  
Northwesterly, along a tangent curve to the right having a radius of 300.00 feet, an arc distance of 107.39 feet;  
North 16° 42' 50" West, a distance of 140.83 feet;  
Northwesterly, along a tangent curve to the left having a radius of 400.00 feet, an arc distance of 126.58 feet;  
North 34° 50' 42" West, a distance of 73.00 feet;  
South 55° 09' 18" West, departing from the center of said existing road way, a distance of 160.48 feet to the **POINT OF BEGINNING**.

The parcel herein described contains 132 acres, more or less.

Grantor herein further grants to Grantee the right and easement to use the entire width of the existing roadway referenced above, as the same may be relocated from time to time for ingress and egress to and from Springy Pond Road (so-called) and State Route 180. Grantee's rights shall include the right to traverse the road with personnel, vehicles and equipment, to maintain the full width of the roadway (including ditching and drainage control) and to install electric or other utility lines above or below ground within the full width of the roadway, and shall reasonably include such further rights to install drainage infrastructure, ditches, guys, anchors, poles or other electrical conduit apparatus on the land of Grantor reasonably adjacent to the roadway for the foregoing purposes.

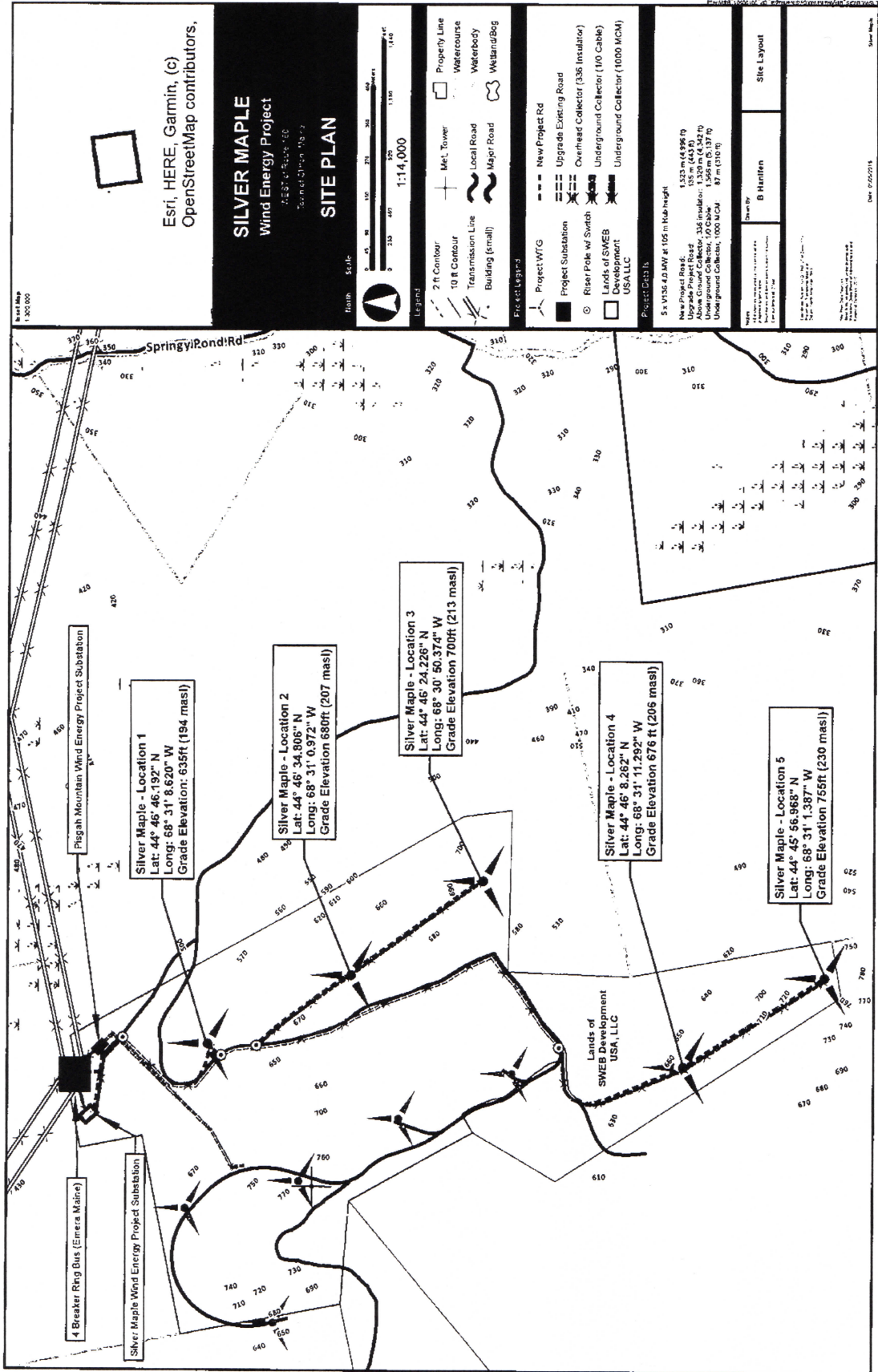
Reference is made to a plan entitled "ALTA/ACSM Land Title Survey of property of Paul and Sandy Fuller prepared for Pisgah Mountain, LLC, dated October 31, 2016, prepared by CES, Inc.

The direction of lines herein refer to the Grid North Meridian.

~~Maine Real Estate  
Transfer Tax Paid~~

~~Susan E. Bulay, Register  
Penobscot County, Maine~~

## Exhibit C



Poor Original At Time of Recording

Susan F. Bulay, Register Penobscot County, Maine

QUITCLAIM DEED WITH COVENANT

GARY M. POMEROY LOGGING, INC., a Maine corporation, with a place of business at 1909 Hammond Street, Hermon, Maine 04401 (the "Grantor"), FOR CONSIDERATION PAID, grants to SWEB DEVELOPMENT USA, LLC, a Delaware limited liability company, with a mailing address of P.O. Box 1791, Bangor, Maine 04402-1791 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, located in the Town of Clifton, County of Penobscot and State of Maine, more particularly described on Exhibit A attached hereto and made a part hereof and being a of the premises conveyed to the Grantor by deed from G & D Properties, Inc. dated May 12, 2016 and recorded of the Penobscot County Registry of Deeds in Book 14160, Page 36.

Grantor hereby releases all of its right, title and interest in and to any mineral and timber rights in the property granted herein. The property granted hereby is further conveyed together with the benefit and burden, as the case may be, of all rights, easements, privileges and appurtenances belonging to the property.

IN WITNESS WHEREOF, Gary M. Pomeroy Logging, Inc. has caused this instrument to be executed by Gayle Pomeroy, its President, thereunto duly authorized, this 15 day of August, 2019.

[Signature]  
Witness

GARY M. POMEROY LOGGING, INC.

By: [Signature]  
Print Name: Gayle Pomeroy  
Title: President

State of Maine  
County of Penobscot, ss

August 15, 2019

PERSONALLY APPEARED the above-named Gayle Pomeroy, President of said Corporation, as aforesaid, and acknowledge the foregoing instrument to be his/her free act and deed and in his/her said capacity and the free act and deed of said Corporation.

Before me,

[Signature]  
Notary Public/Attorney At Law  
Commission Expires: 7/4/22  
Print Name: Brina M. Carle



## EXHIBIT A

A certain lot or parcel of land situated in the Town of Clifton, County of Penobscot, State of Maine, being more particularly described as follows:

BEGINNING at the northeast corner of a property now or formally of SWEB Development USA, LLC as described in a deed registered in book 14342, page 208 of the Penobscot County Registry of deeds, said corner also shown on a plan entitled "Pisgah Mountain LLC, Clifton, Penobscot County, ALTA/ASCM Land Title Survey" dated 1-22-16 prepared by CES INC. Said corner located approximately 190 feet northeast of the substation shown on referenced plan. Described corner being the Point of Beginning;

THENCE, N 78°-43'-27" E, along the northerly boundary of a property now or formally of G&D Properties, Inc as described in a deed registered in Book 9204, Page 247 of the Penobscot County Registry of Deeds, six hundred twenty-three and zero hundredths (623.00) feet to a point;

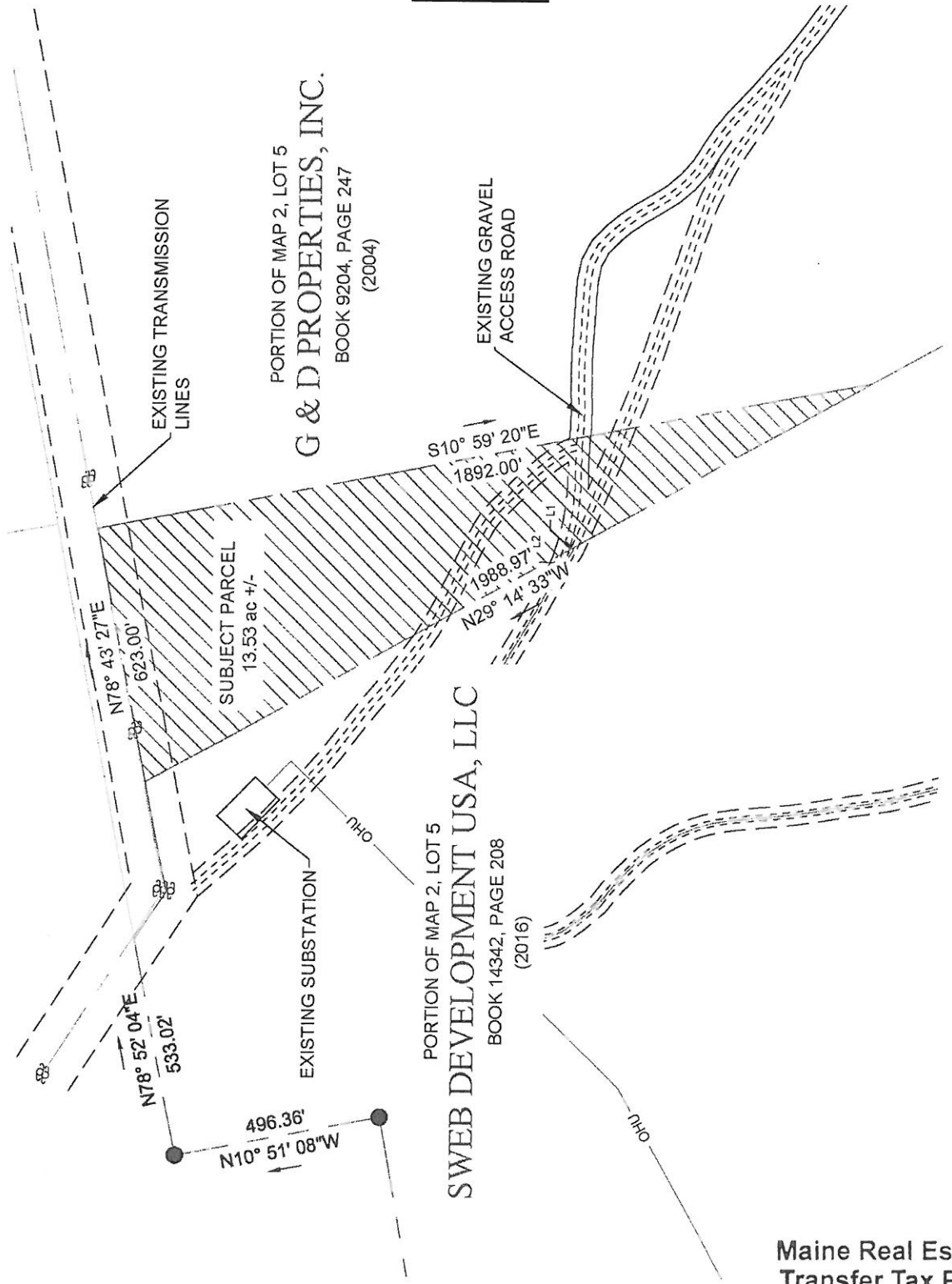
THENCE, S 10°-59'-20" E, one thousand eight hundred and ninety-two and zero hundredths (1892.00) feet to a point in the easterly sideline of the SWEB Development USA, LLC property;

THENCE, N 29°-14'-33" W, along the easterly sideline of the SWEB Development USA, LLC Property, one thousand nine hundred eighty-eight and ninety-seven hundredths (1988.97) feet to the Point of Beginning.

Described parcel containing 13.53 acres, being a portion of a property now or formally of G&D Properties, INC. as described in a deed registered in Book 9204, Page 247 of the Penobscot County Registry of Deeds, and as shown on Exhibit B.

EXCEPTING AND RESERVING TO THE GRANTOR, its successors and assigns, forever, as appurtenant to and for the benefit of the premises more particularly described in the deed from G&D Properties, Inc. to the Grantor dated May 12, 2016 and recorded in Book 14160, Page 36, in common with the Grantee, its successors and assigns and all others entitled to the same, for all purposes of way (including but not limited to, the ingress and egress of persons, vehicles and equipment, the installation and maintenance of electrical, telephone and other public or private overhead and underground utility lines and services servicing said premises; and the installation and maintenance of a roadway) over and across all roads situated on the aforescribed parcel as shown on Exhibit B appended hereto and incorporated herein. SUBJECT, HOWEVER, to the right of the Grantee, its successors and assigns, to relocate said roads, at the Grantee's sole expense, provided the relocated roads provide equivalent access to Grantor's appurtenant property recorded in Book 14160, Page 36 as do the existing roads.

**EXHIBIT B**



Maine Real Estate  
Transfer Tax Paid

Susan F. Bulay, Register  
Penobscot County, Maine

## ASSIGNMENT AND ASSUMPTION AGREEMENT

### MITIGATION WAIVER EASEMENTS

This Assignment and Assumption Agreement is dated and effective as of July 16, 2019 (the "Effective Date"), by and among Pisgah Mountain, LLC, a Maine limited liability company (the "Assignor") and SWEB Development USA, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor entered into certain Mitigation Waiver Easement Agreements as evidenced by instruments recorded in the Penobscot County Registry of Deeds and in the Hancock County Registry of Deeds, as set forth on Exhibit A attached hereto, (the "Easements"), with respect to certain real property located in the Town of Clifton in Penobscot County and the Town of Otis in Hancock County, Maine more particularly described in said Easements (the "Premises");

WHEREAS, from and after the Effective Date, Assignor desires to transfer and assign the Easements to Assignee, and Assignee desires to assume Assignor's rights and obligations under the Easements; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Easements.
2. Assignee hereby accepts such assignment, and hereby assumes Assignor's obligations under the Easements from and after the Effective Date.
3. Assignee hereby assumes and agrees to pay, perform and observe all of the terms, covenants, conditions and provisions contained in the Easements on the part of the Grantee thereunder to be paid, performed and observed, all as fully and effectively as if Assignee had been named the Grantee therein.
4. This Agreement shall inure to the benefit of, and shall be binding upon, Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.
5. The parties hereto hereby confirm the continuing validity and enforceability of the Easements, acknowledging that Assignee shall succeed to all rights and obligations of the Assignor thereunder as of the Effective Date.
6. This Assignment may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered under seal as of the Effective Date.

ASSIGNEE AND SUBSTITUTE GRANTEE:

ASSIGNOR:

SWEB DEVELOPMENT USA, LLC,  
a Delaware limited liability company

PISGAH MOUNTAIN, LLC,  
a Maine limited liability company

By: [Signature]  
Name: Rory Cantwell  
Title: CBDO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

~~STATE OF~~ Province of Nova Scotia  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2019

Personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of Pisgah Mountain, LLC, a Maine limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name:  
Date Commission Expires:

~~STATE OF~~ Province of Nova Scotia  
COUNTY OF Halifax

July 16, 2019

Personally appeared the above-named Rory Cantwell of SWEB Development USA, LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: JOSEPH S. ROZA  
Date Commission Expires: \_\_\_\_\_  
A Notary Public in and for the  
Province of Nova Scotia  
My Commission is for life



IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered under seal as of the Effective Date.

ASSIGNEE AND SUBSTITUTE GRANTEE:

ASSIGNOR:

SWEB DEVELOPMENT USA, LLC,  
a Delaware limited liability company

PISGAH MOUNTAIN, LLC,  
a Maine limited liability company

By: \_\_\_\_\_  
Name:  
Title:

By: Paul Fuller  
Name: Paul Fuller  
Title: owner/manager

STATE OF Maine  
COUNTY OF Penobscot

July 15, 2019

Personally appeared the above-named Paul Fuller of Pisgah Mountain, LLC, a Maine limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

Kristal Trott  
Notary Public, State of Maine  
My Commission Expires October 18, 2023  
Notary Public  
Print Name: Kristal Trott  
Date Commission Expires: 10/18/2023

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2019

Personally appeared the above-named \_\_\_\_\_ of SWEB Development USA, LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name:  
Date Commission Expires:

EXHIBIT A  
MITIGATION WAIVER EASEMENT AGREEMENTS

1. Easement (Mitigation Waiver Agreement) by and between Joseph L. Mannisto and Pisgah Mountain, LLC, a Maine limited liability company, dated July 8, 2010 and recorded in the Penobscot County Registry of Deeds in Book 12186, Page 257, as the same may have been, or may be further amended.
2. Easement granted by Barbara D. Moore to Pisgah Mountain, LLC, a Maine limited liability company, dated May 11, 2016 and recorded in the Penobscot County Registry of Deeds in Book 14342, Page 212, as the same may have been, or may be further amended.
3. Easement (Mitigation Waiver Agreement) by and between Shane T. Pagnozzi and Pisgah Mountain, LLC, a Maine limited liability company, dated April 4, 2016 and recorded in the Penobscot County Registry of Deeds in Book 14130, Page 314, as the same may have been, or may be further amended.
4. Easement granted by EMERA Maine, a Maine corporation to Pisgah Mountain, LLC, a Maine limited liability company, dated May 25, 2016 and recorded in the Hancock County Registry of Deeds in Book 6617, Page 270, as the same may have been, or may be further amended.
5. Easement granted by G&D Properties, Inc., a Maine corporation, to Pisgah Mountain, LLC, a Maine limited liability company, dated February 29, 2016 and recorded in the Penobscot County Registry of Deeds in Book 14090, Page 207, as the same may have been, or may be further amended.
6. Easement (Mitigation Waiver Agreement) by and between Daniel W. Oliver and Amy L. Oliver, as grantors, and Pisgah Mountain, LLC, a Maine limited liability company, as grantee, dated January 27, 2011 and recorded in the Penobscot County Registry of Deeds in Book 12392, Page 101, as the same may have been, or may be further amended.
7. Easement (Mitigation Waiver Agreement) by and between G&D Properties, Inc., a Maine corporation, as grantors, and Pisgah Mountain, LLC, a Maine limited liability company, as grantee, dated July 27, 2010 and recorded in the Penobscot County Registry of Deeds in Book 12201, Page 269, as the same may have been, or may be further amended.