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A (Mitigation Waiver Agreement)
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This Easement (Ak A Mitigation Waiver Agreement) Fis and by G & D

Properties, Inc. (a/k/a G. and D. Properties, Inc.), a Maine corporation with a place of business in Carmel, 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 Exhibit A attached hereto and incorporated herein by reference (said lot or parcel of land hereinafter referred to as the "Burdened Property").

WHEREAS, PISGAH MOUNTAIN, LLC, a Maine limited liability company having a mailing address of 129 7th Street, Bangor, Maine 04401 ("Grantee"), plans to construct and operate a wind power project (a/k/a wind energy facility), including wind turbine generators and towers and related equipment, facilities, infrastructure, substructures or other improvements (hereinafter referred to as the "Wind Power Project"), on lands near the Burdened Property (said lands of the Wind Power Project hereinafter referred to as the "Benefited Property"), including (without limitation) the lands described in a Warranty Deed from G & D Properties, Inc. to Paul C. Fuller and Sandy L. Fuller dated May 14, 2009, recorded in the Penobscot County Registry of Deeds in Book 11762, Page 317, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Wind Power Project (1) will emit sound, including at levels that may exceed applicable state or municipal maximum sound level limits for the Burdened Property, (2) may cast shadows or blade glint onto or produce a shadow flicker effect or blade glint at the Burdened Property, (3) may be less than the required setback from any property lines of the Burdened Property, or (4) may be 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 perpetual 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; (c) the right to construct and operate wind turbines on the Benefited Property within 100 feet of the property lines of the Burdened Property (hereby expressly waiving any setback requirement of any applicable state or municipal statuta, ordinance, or regulation); and (d) the right to construct and operate wind turbines for the Benefited Property within 100 feet of any occupied structure on the Burdened Property (hereby expressly waiving any setback requirement of any state, municipal statute, ordinance, or regulation). Grantor also agrees that the foregoing easement rights shall apply to Parcel 2 as described in the deed recorded in Book 11762, Page 317 in the event that Grantor, its successors or assigns, exercises the right to repurchase Parcel 2 as reserved in said deed.

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 Burdened Property. 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.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly	
executed on their behalf this 37 day of	<u>July</u> A N , 2010.
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$//^{\circ}$	G & D Properties, Inc. (Grantor)
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	Br. Olikati Tobblesce
Witness OFFICIAL	OName: I C I A L
СОРУ	Title _{C O P Y}
	PISGAH MOUNTAIN, LLC (Grantee)
0 < 1	
MISI IN A TO	n (Lung O Salle
Witness	By: Aud C. Fuller
Withess	Its Duly Authorized Member
STATE OF MAINE	
County of Penobscot, ss.	July 27, 2010
•	
Personally appeared before me the above named David A. Wood had, in	
his/her capacity as of G & D Properties, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act	
acknowledged the foregoing instrument to the and deed of said corporation.	se ms/ner free act and deed and the free act
and deed of said corporation.	
	Before me,
	Dien Khan
	Notary Public / Attempts at Law
	Notary Public / Attorney at Law
	Printed Name:
	DIANNE J. BOWDEN
	Notary Public • State of Maine
	My Commission Expires Nov. 14, 2016

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AN EXHIBIT A AN
G &ODF PFopeCtieA, Linc. / PoisEgaFh MoCintaAn, LLC
COPY COPY

A certain lot or parcel pof land located in Clifton, Penobs pot ounty, Maine, described as follows:

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Springy Pond West Tract

C O P Y

Beginning at a No. 5 rebar driven into the ground on the easterly line of Lot 23, said rebar being located a distance of 3,984 feet, more or less, northerly of the southeasterly corner of Lot 7; thence N 7° E along said easterly line of Lot 23 and a spotted line painted yellow to the northeasterly corner of said Lot 23 and a rebar driven into the ground with an aluminum cap affixed to the top numbered 286 near the center; thence S 83° E following the southerly line of Lots 37 and 36 and a spotted line painted yellow 84.56 chains, more or less, to the southwesterly corner of Lot 35; thence continuing on the same bearing and the lot lie between Lots 20 and 35, a distance of 3.81 chains. more of less, to the southwesterly corner of a parcel of land conveyed by Champion International Corporation to Albert Weatherbee; thence northerly a distance of 100 feet along a spotted line painted yellow to a corner; thence easterly parallel with the northerly line of said Lot 20 a distance of 5.75 chains following a spotted line painted yellow to a corner; thence southerly 100 feet following a spotted line painted yellow to a comer on the northerly line of Lot 20 at the westerly edge of the flowage of Springy Pond; thence following the northerly line of said Lot 20 to the low water mark of said Springy Pond; thence following sald low water mark northeasterly, easterly, southerly and by whatever the course may be to the southerly line of the Grantor's land in the Town of Clifton at Lower Springy Pond; thence easterly following said line to a rebar driven into the ground with an aluminum cap affixed to the top numbered 284 near the center on the easterly bank of said Lower Springy Pond; thence easterly following a spotted line painted yellow and across Lots 4 and 3 about 72 chains to a rebar driven into the ground with an aluminum cap affixed to the top numbered 283 near the center on the westerly edge of Route 180 or the Rebel Hill Road; thence northerly following the westerly sideline of said Route 180 about 64 chains to a rebar driven into the ground with an aluminum cap affixed to the top numbered 282 near the center on the westerly sideline of said Route 180; thence N 76°-30' W a distance of 15.49 chains, more or less. along a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 281 near the center; thence N 4° E a distance of 13,14 chains, more or less, along a spotted line painted vellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 280 near the center; thence S 83° W a distance of 32.25 chains, more or less, along a spotted line painted vellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 279 near the center; thence N 38° W a distance of 79.33 chains, more or less, along a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 278 near the center; thence N 72° E a distance of 42.85 chains, more or less, along a spotted line painted yellow to a rebar driven in to the ground with an aluminum cap affixed to the top numbered 277 near the center on the westerly sideline of said Route 180; thence continuing on the same bearing to the centerline of said Route 180; thence northwesterly about 10 chains to the northerly line

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of the Grantor herein; thence N 83° W a distance of 104 chains, more or less, along Lots 50, 51 and part of 52 along a spotted line painted yellow to a repar driven into the ground with an aluminum cap, affixed to the top numbered 293 near the center on the north line of said Lot 52; thence S 7° W a distance of 7.75 chains, more of less, along a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 292 near the center; theree N 83° W a distance of 25.0 chains, more or less, to a rebar driven into the ground with an aluminum cap affixed to the top numbered 1291 nearthe center on the westerly line rofeats Lot 52; thence S 7° W a distance of 19.85 chains progre or less, following the westerly/line of said Lot 52 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 290 near the center at the northwesterly corner of Lot 38; thence N 83° W 40.0 chains, more or . less, along the northerly line of Lot 39 and a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 269 near the center at the northwesterly corner of Lot 39; thence S 7° W a distance of 815 feet, more or less, along the westerly line of said Lot 39 and along a spotted line painted yellow to a No. 5 rebar driven into the ground at or near the height of land; thence S 47°-35'-15" E following a spotted line painted vellow a distance of 1,245.1 feet to a No. 5 rebar driven into the ground: thence N 66°-39'-00" E following a spotted line painted yellow a distance of 2,795.0 feet to a No. 5 rebar driven into the ground; thence S 12°-43'-00" E following a spotted line painted yellow a distance of 1,140.2 feet to a No. 5 rebar driven into the ground; thence S 46°-42'-30" W following a spotted line painted yellow a distance of 777.9 feet to a No. 5 rebar driven into the ground; thence S 16°-28'-30" E following a spotted line painted yellow a distance of 2,748.6 feet to a No. 5 rebar driven into the ground; thence South 83°-53'30 E following a spotted line painted yellow a distance of 469.8 feet to a No. 5 rebar driven into the ground on the easterly line of Lot 23 at the point of beginning, containing 1,336 acres, more or less.

All bearings are magnetic, the coarse bearings are from a survey by Prentiss & Carlisle Co., Inc. dated December 1932 and the fine bearings are from a survey by Plisga & Day dated 1999.

EXCEPTING AND RESERVING THEREFROM the lots or parcels of land conveyed by by the following deeds:

- 1. Quitclaim Deed With Covenant from G. & D. Properties, Inc. to Christopher W. Fickett dated April 12, 2005, recorded in the Penobscot County Registry of Deeds in Book 9818, Page 145.
- 2. Warranty Deed from G & D Properties, Inc. to Paul C. Fuller and Sandy L. Fuller dated May 14, 2009, recorded in the Penobscot County Registry of Deeds in Book 11762, Page 317.

Bk 11762 Ps317 **\$15275** 05-14-2009 & 01:33p

NOT NOT WARRANTY DEED A N A N

G & D PROPERTIES, FINC., la Maine corporation with la place of business at 1909 Hammond Street, Hermon, Marne 04401, for consideration paid, grants to PAUL C. FULLER and SANDY L. FULLER, both of 129 7th Street, Bangor, Maine 04401, with Warranty Covenants, as Joint Temants, the land and improvements in Clifton, County of Penobscot, StateCof Maine described in Exhibit Ay attached hereto.

Being a portion of the premises described in deed from Gary M. Pomeroy Logging, Inc. and David A. Woodhead to the Grantor, dated January 27, 2004 and recorded in the Penobscot Registry of Deeds in Book 9204, Page 247.

Grantor reserves the right to repurchase Parcel 2 after five (5) years from the date of this deed for the sum of \$100.00.

EXCEPTING AND RESERVING for the Grantor, its successors and assigns, a right to use all roads now existing on the premises conveyed herein. Also excepting and reserving all easements of record, and the rights retained by International Paper Company in its deed to Gary M. Pomeroy Logging, Inc. and David Woodhead, dated November 2, 2001 and recorded in the Penobscot Registry of Deeds in Book 7951, Page 254.

ALSO EXCEPTING AND RESERVING the merchantable timber and the right to harvest it for a period of five (5) years from the date of this deed.

In Witness Whereof G & D Properties, Inc. has caused this deed to be signed as an instrument under seal by David A. Woodhead, its President duly authorized, this ////day of May, 2009.

Witness:

G & D Properties, Inc.

rurena E. Therest

Woodhead.

STATE OF MAINE PENOBSCOT, ss.

May <u>//</u>, 2009

Personally appeared the above named David A. Woodhead as President of G & D Properties, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Courence B. Mervill

Bar# 990.

NOT NOT A N A N EXHIBIT A OFFICIAL ÖFFICIAL DESCRIPPION OF LAND IN CLIFTON MAYNE

Two certain lots or parcels of land situated westerly of Springy Pond Road Nin the Town of Clifton, County of Penobscot, State of Maine bounded and described as follows, to wit:

OFFICIAL OFFICIAL Parcel 1:

Beginning at Can Fron pin in the easter Mine of Lot 23 and being 3,984 feet northerly of the southeasterly corner of Lot 7

on the Town Line between Clifton and Otis;

Thence N 06-07 W (Magnetic, 1999) by and along the easterly line of said Lot 23 and a spotted line one thousand six hundred sixty-four (1664) feet, more or less, to an iron pin at the

northeasterly corner thereof;
Thence N 18-35 E by and along a newly spotted line, nine hundred eighty (980) feet, more or less, to a point in the center

of an existing gravel road;
Thence S 72-18 E by and along a newly spotted line one thousand three hundred four (1304) feet, more or less, to an iron

Thence N 09-02 E by and along a newly spotted line three hundred ninety-three (393) feet, more or less, to an iron pin

set;

Thence N 12-52 W by and along a newly spotted line three thousand six hundred thirty-five (3635) feet, more or less, to an iron pin set at or near the centerline of a transmission line owned by Bangor Hydro-Electric Company;

Thence N 84-54 W by and along the center line of said transmission line two hundred seventy-one (271) feet, more or

less, to an iron pin set near an angle pole;
Thence N 40-01 W by and along said transmission line one hundred twenty-nine (129) feet, more or less, to an iron pin set in the northerly line of Lot 52;

Thence N 84-14 W by and along the northerly line of said Lot 52 and spotted line five hundred thirty-eight (538) feet,

more or less, to an iron pin;

Thence S 05-16 W by and along a spotted line five hundred eleven and five tenths (511.5) feet, more or less, to an iron pin;

Thence N 84-44 W by and along a spotted line one thousand six hundred fifty (1650) feet, more or less, to an iron pin in the westerly line of Lot 52;

Thence S 05-16 W by and along said westerly line of Lot 52 one thousand three hundred ten (1310) feet, more or less, to an

iron pin at the northwesterly corner of Lot 38;

Thence S 69-10 E by and along a newly spotted line eight hundred forty-four (844) feet, more or less, to an iron pin;

Thence S 12-43 E by and along a spotted line one thousand one hundred forty (1140) feet, more or less, to an iron pin; Thence S 46-42 W by and along a spotted line seven hundred

seventy-eight (778) feet, more or less, to an iron pin;
Thence S 16-29 E by and along a spotted line two thousand seven hundred forty-four (2744) feet, more or less, to an iron COPY pin;

Thence S 83-02 E by and along a spotted line four hundred sixty-five (465) feet, more or less, to the point of beginning, containing two hundred seventy (270) acres, more or less.

Being a porthom of Parcel one - Springy Pond West Tract as

described in a mortgage deed between Gary M. Pomerpy Logging, Inc. and David A. Woodhead to Farm Credit of Maine, ACA. Dated November 20, 2001 recorded in Penobscot County Registry of Deeds Book 7951 Page 261.

Parcel 2:

Beginning at an iron pin at the northwesterly corner of Lot

38 referenced in Parcel 1 above;

Thence N 85-22 W by and along a spotted line two thousand six hundred fifty-five (2655) feet, more or less, to an iron pin at the northwesterly corner of Lot 39;

Thence S 05-16 W by and along the westerly line of Lot 39

eight hundred fifteen (815) feet, more or less, to an iron pin; Thence S 49-20 E by and along a spotted line one thousand

two hundred forty-five (1245) feet, more or less, to an iron pin; Thence N 66-39 E by and along a spotted line two thousand seven hundred ninety-five (2795) feet, more or less, to an iron

pin;

Thence N 69-10 W by and along a newly spotted line eight hundred forty-four (844) feet, more or less, to the point of beginning, containing seventy-five and five tenths (75.5) acres, more or less.

Being a portion of Parcel one - Springy Pond West Tract as described in a mortgage deed between Gary M. Pomercy Logging, Inc. and David A. Woodhead to Farm Credit of Maine, ACA. Dated November 20, 2001 recorded in Penobscot County Registry of Deeds Book 7951 Page 261.

All bearings are oriented to Magnetic North, 1999 with several new points located with GPS in April, 2009. Descriptions were prepared by GSV Surveying & Land Services, Inc., Greenbush, Maine.

Also conveying a 50' wide right of way over the existing access road to the Springy Pond Road, along with the right to maintain and improve said road. The Grantor shall retain the right to use said access road and all roads on the premises conveyed herein.

Also conveying 500 yards of 2" gravel, to be loaded, at no cost to buyers.

> Maine Real Estate Transfer Tax Paid

PENOBSCOT COUNTY, MAINE

PENOBSCOT COUNTY, MAINE