

EASEMENT
(Mitigation Waiver Agreement)

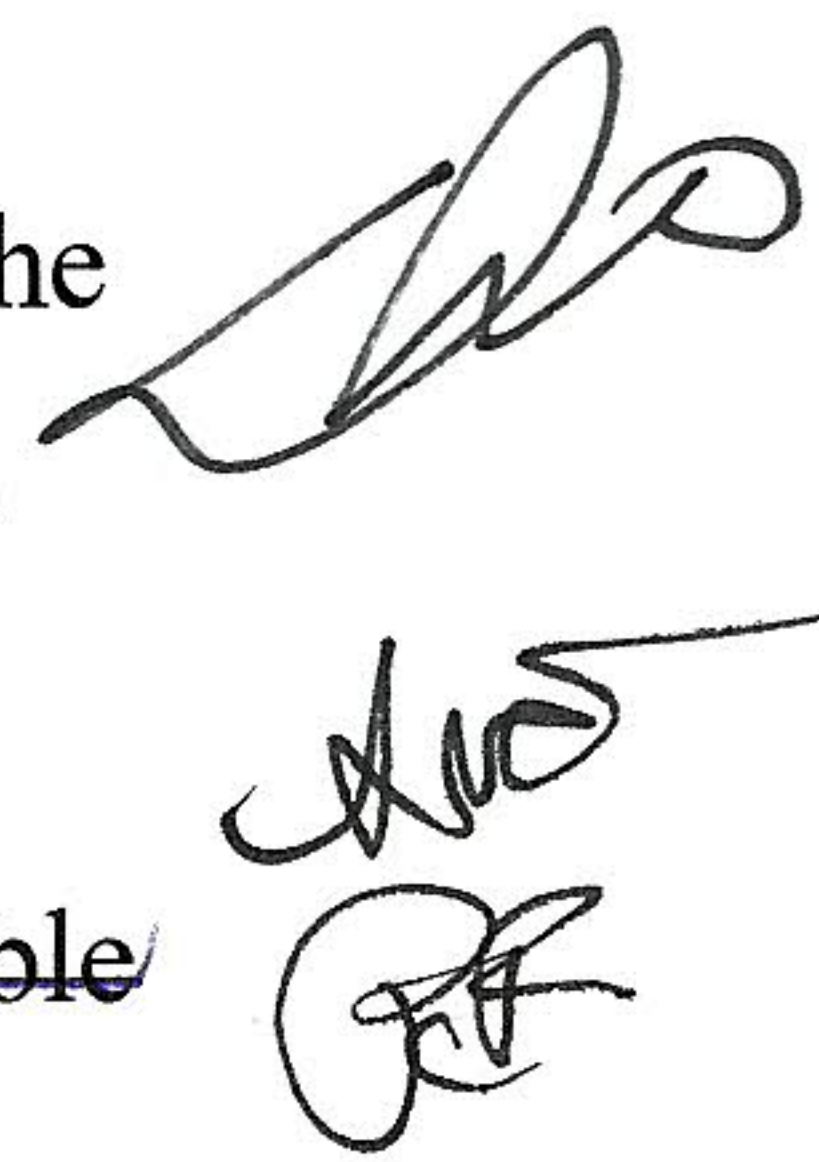
This Easement (a/k/a Mitigation Waiver Agreement) is made by Daniel W. Oliver and Amy L. Oliver ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Clifton, Penobscot County, Maine, as more particularly described in the deed from Andrew J. Arola and Nicole C. Arola, dated December 22, 2008, recorded at the Penobscot County Registry of Deeds in Book 11616, Page 138, a copy of which is attached hereto as Exhibit A (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 statute, ordinance, or regulation); and (d) the right to construct and operate wind turbines on 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).~~

Handwritten signatures and initials in the right margin. At the top is a large, stylized signature. Below it are two sets of initials, one appearing to be 'MS' and the other 'RF'.

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 27 day of January, 2011.

Daniel W. Oliver (Grantor)

Kathleen S. Bennett
Witness

Kathleen S. Bennett
Witness

Witness

By: [Signature]
Name: DANIEL W. OLIVER
Title: Home owner.



By: [Signature]
Amy L. Oliver
PISGAH MOUNTAIN, LLC (Grantee)

By: [Signature]
Paul C. Fuller
Its Duly Authorized Member

STATE OF MAINE
County of Penobscot, ss.

Personally appeared before me the above named 1-27, 2011
Daniel Oliver
Individuals, in
his/her capacity as _____ of Daniel W. Oliver and Amy
L. Oliver, and acknowledged the foregoing instrument to be his/her free act and deed and
the free act and deed of said corporation.

Before me,
[Signature]
Notary Public / Attorney at Law

Printed Name: Becky L Ham

Becky L. Ham
Notary Public
State of Maine
My commission expires 12-30-2015