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EASEMENT
(Mitigation Waiver Agreement)

This Easement (a/k/a Mitigation Waiver Agreement) is made by Shane T. Pagnozzi of 15 Bruckoff Road, Clifton, ME 04428, 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", being book 13762 page 242 in the Penobscot Registry of Deeds, Bangor, Maine).

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.

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).

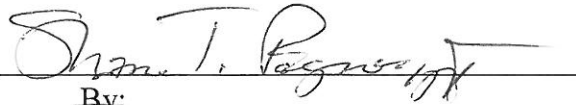
This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easement hereby granted shall run with the Burdened Property. The benefit of the easement hereby granted is not appurtenant 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 4 day of April, 2016.

Shane T. Pagnozzi (Grantor)


By: _____

~~Witness~~

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Witness

Name: _____

Sam Robbins

Title: _____

Michael G. Hill
Witness

MICHAEL G. SHUTT

PISGAH MOUNTAIN, LLC (Grantee)

By: Paul C. Fuller

Paul C. Fuller

Its Duly Authorized Member

STATE OF MAINE

County of Penobscot, ss.

April 11, 2016

Personally appeared before me the above named Shane Pagnozzi, in his/her capacity as owner of 75.5 acres of land indicated by Book 13762 and Page 242 and acknowledged the foregoing instrument to be his/her free act and deed.

Before me, Cathy A. Jordan
Notary Public/~~Attorney at Law~~

Name: Shane Pagnozzi

Printed



CATHY A. JORDAN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 3-12-20

WARRANTY DEED

G & D PROPERTIES, INC., a Maine corporation with a place of business at 1909 Hammond Street, Hermon, Maine 04401, for consideration paid, grants to SHANE T. PAGNOZZI of 15 Bruckoff Road, Clifton, Maine 04428, with Warranty Covenants, the land and improvements in Clifton, County of Penobscot, State of Maine described in Exhibit A attached hereto.

Being the same premises conveyed to the Grantor by deed of Paul C. Fuller and Sandy L. Fuller to be recorded herewith.

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.

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 4th day of February, 2015

Witness:

G & D Properties, Inc.

Lawrence E. Merrill

David A. Woodhead
David A. Woodhead, President

STATE OF MAINE
PENOBSCOT, ss.

February 4, 2015

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,

Lawrence E. Merrill
Notary Public--Attorney at Law
Printed Name:
Lawrence E. Merrill
Bar # 990

EXHIBIT A

DESCRIPTION OF LAND IN CLIFTON, MAINE

A certain lot or parcel of land situated westerly of Springy Pond Road in the Town of Clifton, County of Penobscot, State of Maine, bounded and described as follows, to wit:

Beginning at an iron pin at the northwesterly corner of Lot 38 referenced in Parcel 1 in the deed from the G & D PROPERTIES, INC. to Paul C. Fuller and Sandy L. Fuller dated May 14, 2009 and recorded in the Penobscot Registry of Deeds in Book 11762, Page 317;

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. Pomeroy 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.

Also conveying to the Grantee, his heirs and assigns, the right to use all roads now existing on the premises conveyed herein in common with the grantor.

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.

EXCEPTING AND RESERVING to the Grantor, its successors and assigns, the exclusive right to build, operate and maintain cell towers, wind towers, or similar structures, including such outbuildings as may be necessary or convenient, on the generally easterly five acres of the land conveyed herein, including a right of way for all purposes

of a way, including utilities, to enter and reenter the five acre lot for construction, maintenance, or other related uses.

This conveyance is made subject to the Easement (Mitigation Waiver. Agreement) between the Grantor herein and PISGAH MOUNTAIN, LLC, dated July 27, 2010, recorded in Penobscot Registry of Deeds, Book 12201, Page 269, of which Grantee has received a copy.

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.

~~Maine Real Estate
Transfer Tax Paid~~

~~PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds~~

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds