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O F F I C I A L E A S E M E N T O F F I C I A L
C O P Y C O P Y
(Mitigation Waiver Agreement)

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This Easement (a/k/a Mitigation Waiver Agreement) is made by Thomas F. Rounsville
O F F I C I A L O F F I C I A L
Jr., Mary L. Rounsville, and Joshua D. Griffin, all residence with a mailing address of 96
Woodchuck Hill Rd. ("Grantor"), the owners 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, SWEB DEVELOPMENT USA LLC, a Delaware limited liability company
having a registered office at 2711 Centreville Rd. Suite 400. Wilmington, New Castle County,
Delaware, 19808 and a mailing address at 6080 Young Street, Suite 106, B3K 5L2 Halifax,
Canada, ("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 of 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
Quitclaim Deed with Covenant from Paul C. Fuller and Sandy L. Fuller to SWEB Development
USA LLC, dated November 21, 2016, recorded in the Penobscot County Registry of Deeds in
Book 15143, Page 109-112, 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 to comply with state regulations not more than 42dBA nighttime hourly equivalent sound level. (b) the right to cast shadows, shadow flicker, or blade glint from the Wind Power Project onto 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 shall initially be appurtenant to the Benefited Property, but shall further 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 3rd day of February, 2020

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Joshua D. Griffin
Joshua D. Griffin (Grantor)

Paul Fuller
Witness

By: Name: *Paul Fuller*
Title:

STATE OF MAINE
County of Penobscot, ss Maine

February 3 2020

Personally appeared before me the above named *Joshua D. Griffin*, in his/her capacity as *owner* of *Resident*, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me, *Deborah Hodgins*
3-29-2020

Notary Public/Attorney at Law

Printed Name: *Deborah Hodgins*



IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on their behalf this 30th day of February 2020. AN OFFICIAL COPY

AN OFFICIAL COPY Thomas F. Rounselle, Jr. (Grantor) AN OFFICIAL COPY

NOT AN OFFICIAL COPY [Signature] Witness

By: Name: Title:

STATE OF MAINE County of Penobscot, ss Maine

February 3, 2020

Personally appeared before me the above named Thomas F Rounselle, in his/her capacity as Owner of Residential, 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] 3-29-2020

Notary Public/Attorney at Law

Printed Name: Deborah Hodgins



NOT AN IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on their behalf this 3 day of February, 2020. OFFICIAL COPY

NOT AN OFFICIAL COPY Mary L. Rounselle (Grantor) OFFICIAL COPY

Witness Paul Fuller

By: Name: Paul Fuller Title:

STATE OF MAINE County of Penobscot, ss Maine

February 3 2020

Personally appeared before me the above named Mary L. Rounselle, in his/her capacity as owner of Resident, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me, Deborah Hodgins 3-29-2020

Notary Public/Attorney at Law

Printed Name: Deborah Hodgins



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Witness

Boisjoly, N. Nova Scotia
STATE OF MAINE
County of Halifax, ss

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By:

Name: R. Cantwell
Title: CBDO

February 14, 2020

Personally appeared before me the above named Rory Cantwell, in his/her capacity as CBDO of SWEB Development, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.



Before me,

[Handwritten signature of Joseph S. Roza]

Notary Public/Attorney at Law

Printed Name:

JOSEPH S. ROZA
A Notary Public in and for the
Province of Nova Scotia
My Commission is for life

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Exhibit A

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WARRANTY DEED

DLN: 1001940048737

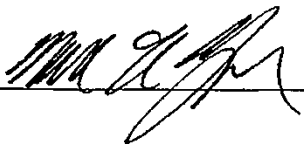
MATTHEW J. PIRIE, of Clifton, Penobscot County, State of Maine, for consideration paid, grants a two-thirds interest in common and undivided to **THOMAS F. ROUNSVILLE, JR.** and **MARY L. ROUNSVILLE**, both of Old Town, Penobscot County, State of Maine, as **joint tenants inter se**, their heirs and assigns forever, and a one third interest in common and undivided to **JOSHUA D. GRIFFIN**, of Old Town, Penobscot County, State of Maine, as a **tenant in common**, his heirs and assigns forever, with WARRANTY COVENANTS, a certain lot or parcel of land, together with any improvements located thereon, situated in Clifton, Penobscot County, Maine, more particularly described as follows:

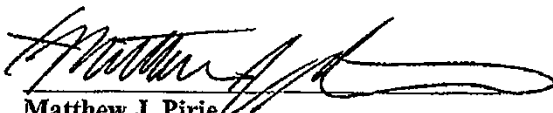
See **EXHIBIT A** attached hereto for the legal description.

Grantees' address: 7 Connecticut Street, Apt. #1, Old Town, ME 04468.

WITNESS my hand and seal this 18 day of January, 2019.

Witness:

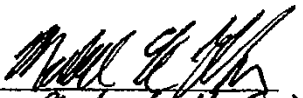



Matthew J. Pirie

STATE OF MAINE
PENOBSCOT, ss.

Date: January 18, 2019

Personally appeared the above-named Matthew J. Pirie and acknowledged the foregoing instrument to be his free act and deed.

Before me, 
Name: Michael H. Griffin
Notary Public
Maine Attorney-at-Law

Tax Map 4 Lot 18 - 96 Woodchuck Hill Road, Clifton
ROUNSVILLE & GRIFFIN - A-18040 - WD (ln/md/lre/deeds/rounsville)

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EXHIBIT A

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Two certain lots or parcels of land, together with any improvements thereon, situated in Clifton, Penobscot County, Maine, more particularly described as follows:

Parcel One: Beginning at a 3/4 inch rebar set on the northerly boundary of the herein conveyed premises, said rebar being located North 88° 43' 15" East, a distance of 30 feet, more or less, from the center of a gravel road running in a southwesterly and southerly direction from Route 180, said road sometimes known as the Thomas Laurie Road, said 3/4 inch rebar also being located South 0° 30' 40" West, a distance of 404.5 feet from a pile of stones marking the northwesterly corner of Parcel Two of the premises described in deed from Marguerite Cobb to Harold B. Swan, Trustee of Highland Brook Realty Trust, said deed recorded in the Penobscot Registry of Deeds in Volume 3539, Page 311; thence North 88° 43' 15" East through land of the now or formerly of the Highland Brook Realty Trust and generally along a partial stone wall a distance of 265.28 feet to a 3/4 inch rebar set in the center of a woods road; thence South 15° 01' 05" East through land of the Highland Brook Realty Trust, and generally along the easterly side of a stone wall a distance of 111.93 feet to a 3/4 inch rebar set; thence South 0° 06' 45" East through land of the Highland Brook Realty Trust a distance of 130.67 feet to a 3/4 inch rebar set about 2 feet northerly of the northerly bank of a small brook at the point of intersection of said brook and another brook: thence continuing South 0° 06' 45" East through land of the Highland Brook Realty Trust a distance of 4 feet, more or less, to the center of said brook; thence in a generally westerly direction following the center of a small brook through land of the Highland Brook Realty Trust a distance of 352 feet, more or less, to the center of the aforementioned Thomas Laurie Road; thence in a generally northerly direction along the center of said Thomas Laurie Road and through land of the Highland Brook Realty Trust a distance of 317 feet, more or less, to a point; thence North 88° 43' 15" East through land of the Highland Brook Realty Trust a distance of 30 feet, more or less, to the 3/4 inch rebar at the place of beginning. Containing 1.58 acres, more or less.

Excepting and reserving to the Highland Brook Realty Trust, its successors and assigns, a right of way for all purposes, 30 feet in width and approximately 317 feet in length over the herein conveyed premises, the westerly boundary of said right of way being the center of said Thomas Laurie Road as above described.

There was a 20 foot right of way that was previously an exception in this description; however, in Volume 9028, Page 26, said 20 foot right of way was extinguished by Harold B. Swan, Trustee of the Highland Brook Realty Trust. Therefore, said 20 foot right of way is purposefully excluded from this description.

The above description was prepared by Maine Land Services and is based on a traverse and plan dated December 2, 1992. All bearings being magnetic as observed in December, 1992.

Parcel Two: Beginning at a 3/4 inch rebar set in 1992 on the northerly boundary of the premises conveyed to Sherry D. Smith by Harold B. Swan, Trustee of Highland Brook Realty Trust, by deed recorded in Volume 6223, Page 128 of the Penobscot County

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Registry of Deeds, said rebar being located North eight-eight degrees, forty-three minutes fifteen seconds East (N 88° 43' 15" E) a distance of thirty (30) feet, more or less, from the center of a gravel road running in a southwesterly and southerly direction from Route 180, said road sometimes known as the Thomas Laurie Road, said rebar also being located South zero degrees thirty minutes forty seconds West (S 0° 30' 40" W) a distance of four hundred four and five tenths (404.5) feet from a pile of stones marking the northwesterly corner of Parcel Two of the premises described in a deed from Marguerite Cobb to Harold B. Swan, Trustee of Highland Brook Realty Trust, said deed recorded in Volume 3539, Page 311 of the said Registry of Deeds; thence North eight-eight degrees forty-three minutes fifteen seconds East (N 88° 43' 15" E) along the northerly line of said premises conveyed to Sherry D. Smith by deed recorded in Volume 6223, Page 128 of the said Registry of Deeds, a distance of two hundred sixty-five and twenty-eight hundredths (265.28) feet to a 3/4 inch rebar set in 1992 at the northeasterly corner of said land now or formerly of Sherry D. Smith; thence North fifteen degrees twenty-eight minutes ten seconds West (N 15° 28' 10" W) through land now or formerly of the Highland Brook Realty Trust a distance of one hundred forty-five and thirty-six hundredths (145.36) feet to a 3/4 inch rebar set; thence South sixty-one degrees seven minutes fifty-five seconds West (S 61° 07' 55" W) through land of the Highland Brook Realty Trust a distance of two hundred sixty-six and fifty-six hundredths (266.56) feet to a 3/4 inch rebar set, said rebar being located North twenty-one degrees fifty-nine minutes forty-five seconds West (N 21° 59' 45" W) a distance of eighteen and sixty-eight hundredths (18.68) feet from the first mentioned 3/4 inch rebar; thence continuing South sixty-one degrees seven minutes fifty-five seconds West (S 61° 07' 55" W) through land of the Highland Brook Realty Trust a distance of thirty (30) feet, more or less, to the center of the aforementioned Thomas Laurie Road; thence in a generally southerly direction along the center of said Thomas Laurie Road and through land of the Highland Brook Realty Trust a distance of five (5) feet, more or less, to a point marking the northwesterly corner of the premises described in said deed to Sherry D. Smith recorded in Volume 6223, Page 128 of the said Registry of Deeds; thence North eighty-eight degrees forty-three minutes fifteen seconds East (N 88° 43' 15" E) along the northerly line of said land of Sherry D. Smith a distance of thirty (30) feet, more or less, to the place of beginning. Containing 0.49 of an acre, more or less.

Excepting and reserving to the Highland Brook Realty Trust, its successors and assigns, a right of way for all purposes, thirty (30) feet in width over the herein conveyed premises, the westerly boundary of said right of way being the center of said Thomas Laurie Road as above-described.

The above description was prepared by Maine Land Services and is based on a traverse and plan dated December 2, 1992 and revised September 30, 1996. All bearings being magnetic as observed in December, 1992. A sketch of Parcel One and Parcel Two is appended to this deed.

Also conveying an easement for Parcel One and Parcel Two for all purposes of a way, including ingress and egress, together with utility services as defined in 33 M.R.S. § 458 to service the parcels described above, said easement to be along and near the Woodchuck Hill Road, which borders the above described parcels on the west, said road formerly known as Thomas Laurie Road, and beginning at the centerline of said road at the culvert that is situated at the southwesterly corner of Parcel One of the above described property; thence in a northerly and

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northeasterly direction following said Woodchuck Hill Road a distance of 2,750 feet, more or less, to the center of Rebel Hill Road, also known as State Route 180A N

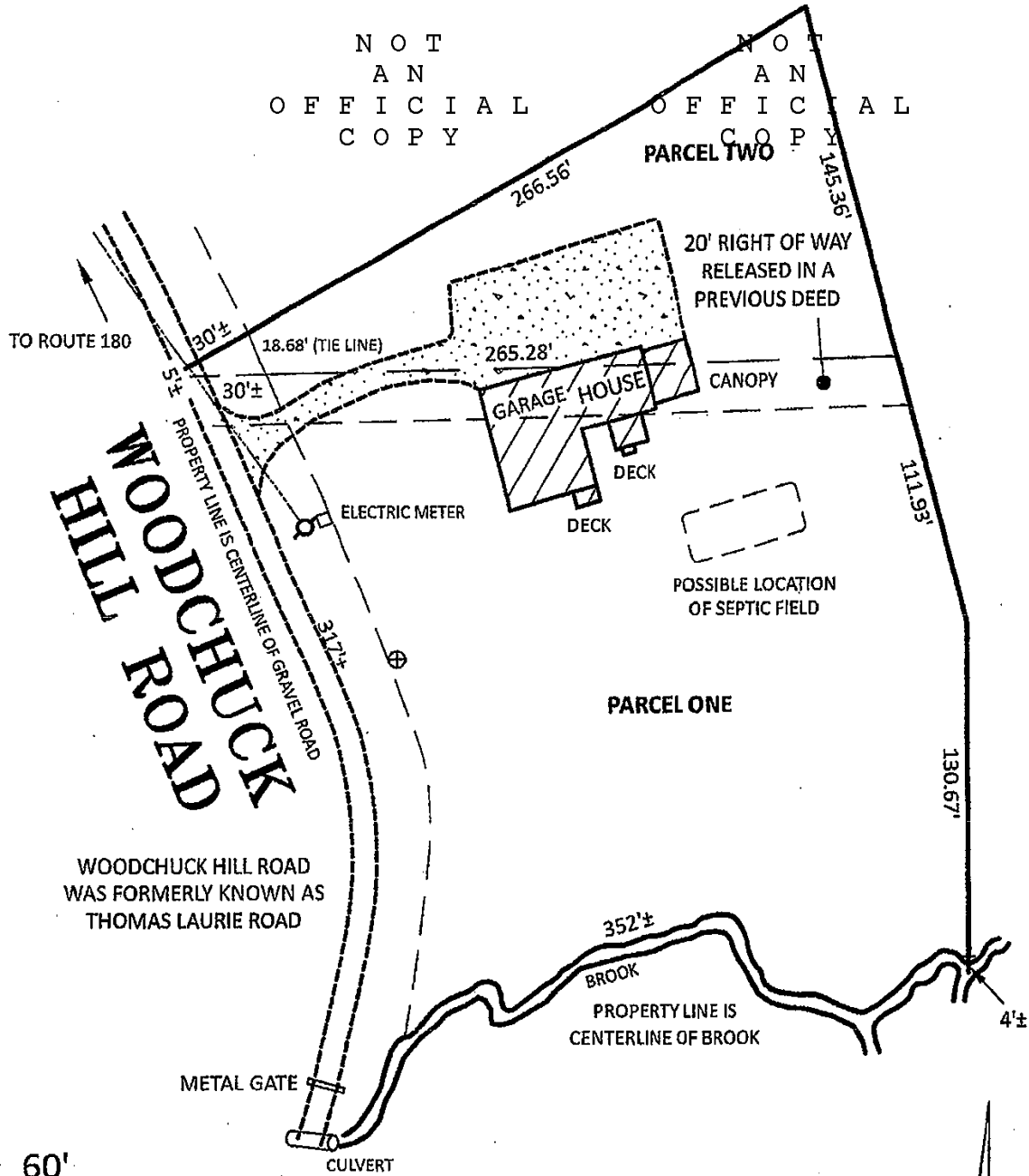
Meaning and intending to convey the same premises conveyed by Warranty Deed of Bruce J. Cummings and Vivian J. Cummings to Matthew J. Pirie, dated October 14, 2011 and recorded in Volume 12625, Page 167 of the Penobscot County Registry of Deeds.

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PARCEL TWO



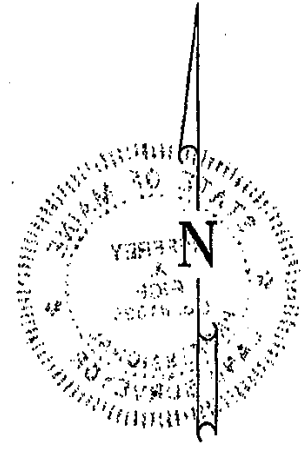
1" = 60'

LEGEND:

- PIN, ROD, BOLT, PIPE OR REBAR
- GRANITE, STONE MONUMENT
- WOOD POST
- ⊕ UTILITY POLE
- ⊕ WELL
- ▨ BUILDING
- ▨ DRIVEWAY, PARKING AREA
- OVERHEAD UTILITY WIRES
- STONE WALL
- WIRE FENCE, CHAIN LINK FENCE
- WOOD, PLASTIC FENCE

Maine Real Estate
Transfer Tax Paid

Susan F. Bulay, Register
Penobscot County, Maine



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EXHIBIT B

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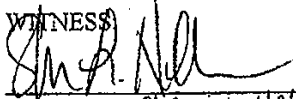
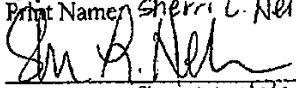
QUITCLAIM DEED WITH COVENANT

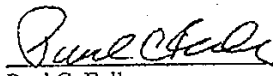
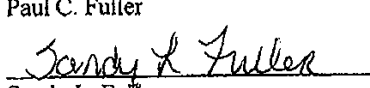
Paul C. Fuller and Sandy L. Fuller having a mailing address of 129 7th Street, Bangor, ME 04401 (together "Grantor" herein), for consideration paid, hereby grant to **SWEB DEVELOPMENT USA, LLC**, a Delaware limited liability company with a mailing address of PO Box 1791, Bangor, Maine 04402-1791 ("Grantee" herein), with quitclaim covenant, certain real property located in the Town of Clifton, Maine, being more particularly bounded and described on Exhibit A attached hereto and made a part hereof, and being a portion of the premises conveyed to Grantor herein by G&D Properties, Inc. by deed dated May 14, 2009 and recorded in the Penobscot County Registry of Deeds in Book 11762, Page 317.

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 and such further rights and easements as are described on Exhibit A.

Dated as of November 21, 2016.

WITNESS our hands and seals this 21st day of November, 2016.

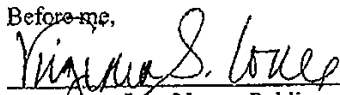
WITNESS

Print Name: Sherri L. Nelson

Print Name: Sherri L. Nelson


Paul C. Fuller

Sandy L. Fuller



State of Maine
County of Kennebec, ss. November 21, 2016

PERSONALLY APPEARED the above-named Paul C. Fuller and Sandy L. Fuller and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Attorney at Law/Notary Public
Commission Expires:
Print Name: **VIRGINIA S. COULL**
Notary Public, Maine
My Commission Expires October 1, 2020

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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 1/4" 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 1/8" 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 1/8" 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 1/8" 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 1/8" capped (PLS #280) iron rod found at the southwesterly 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;

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- 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;

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C O P Y

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~~

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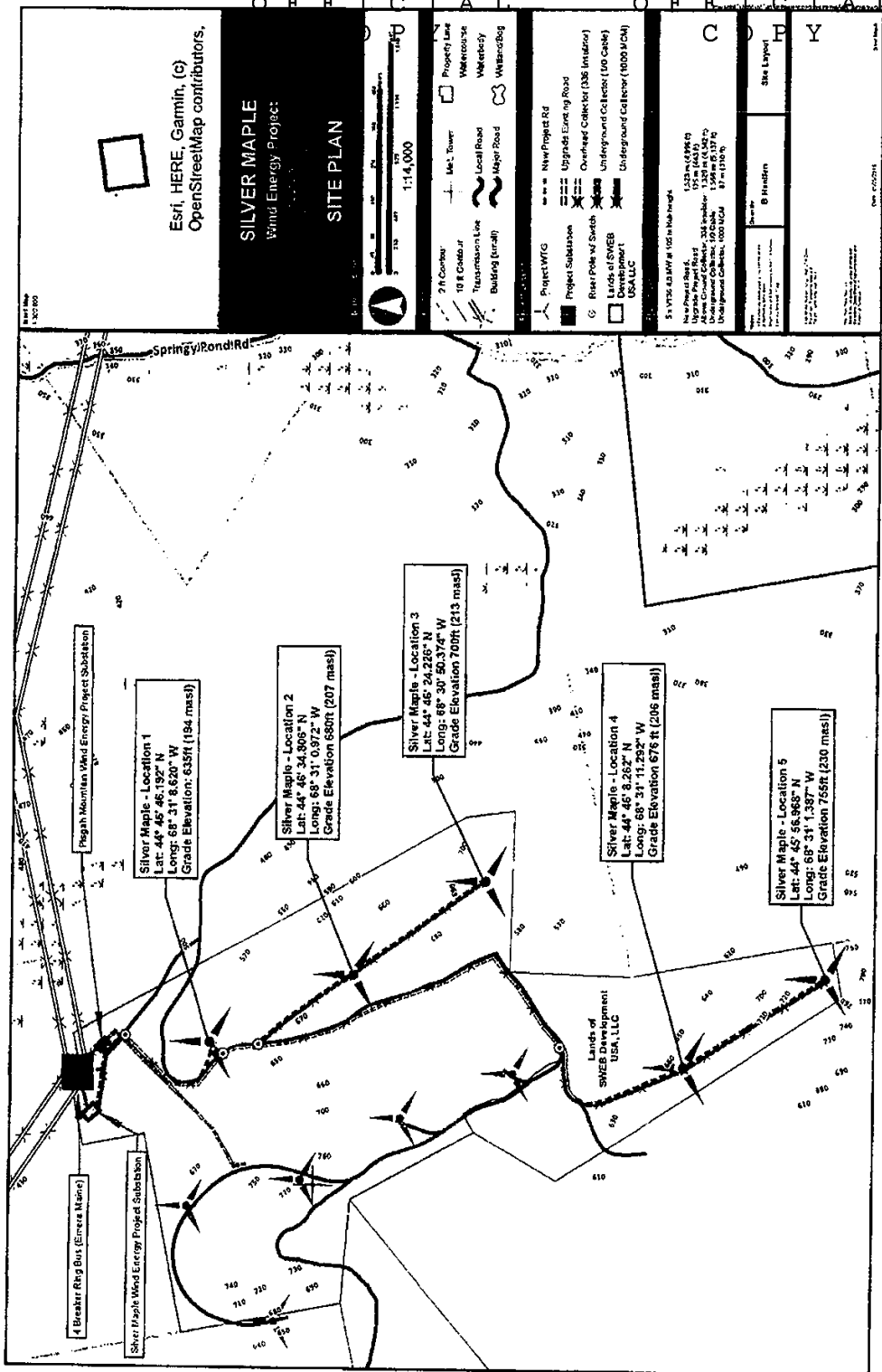
Exhibit C

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Susan F. Bulay, Register Penobscot County, Maine

Poor Original At Time of Recording

Susan F. Bulay, Register Penobscot County, Maine