Interactive Corporate Services

MAINE

Department of the Secretary of State

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Corporate Name Search

Information Summary

Subscriber activity report

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Legal Name	Charter Number	Filing Type	Status
STETSON WIND II, LLC	20080241FC	LIMITED LIABILITY COMPANY (FOREIGN)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
10/24/2007	N/A	DELAWARE

Other Names **(A=Assumed ; F=Former)**

NONE

Clerk/Registered Agent

C T CORPORATION SYSTEM
ONE PORTLAND SQUARE
PORTLAND, ME 04101

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August 1st, 2008

Marcia Spencer-Famous
Maine Land Use Regulation Commission
22 State House Station
Augusta, Maine 04333-0022

RE: Financial support for the Stetson II Wind Project

Dear Ms. Spencer-Famous:

This letter is to provide evidence of the commitment and ability of First Wind Holdings, LLC (formerly UPC Wind Partners, LLC) ("First Wind") to fund the development, construction, and operation of the approximately $60 million Stetson II Wind Project ("Stetson II") to be located in Washington County, Maine proposed by Stetson Wind II, LLC ("Stetson Wind II").

Stetson II is a wholly-owned project subsidiary of First Wind and was formed to develop, finance, construct, own and operate Stetson II. First Wind is funding the development of the project through its subsidiaries. With assets in excess of $840 million, First Wind is dedicated to the business of financing, constructing and operating wind power projects in Maine. First Wind's financing expertise has raised in excess of $2 billion of capital for the development, construction, and operation of wind power projects in the U.S. and specifically in excess of $230 million for the development and construction of wind power projects in the State of Maine, with potential future investment of approximately $370 million in the next two years.

In 2006, a member of D.E. Shaw group and an affiliate of Madison Dearborn Partners each made a significant investment in First Wind. The D.E. Shaw group is a specialized investment and technology development firm with approximately $30 billion in aggregate capital. Madison Dearborn Partners is a private equity management firm focusing on investments in basic industries, energy and power, communications, consumer, financial services and health care and currently has approximately $19 billion of equity capital under management.

In 2006, First Wind, through an affiliate company, financed and constructed the approximately $95 million wind energy project located in Mars Hill, Maine. Approximately $22 million of the construction costs went to Maine firms and local spending. The Mars Hill wind energy project is a 42 MW facility consisting of 28 wind turbines and commenced commercial operations in March 2007.

In 2008, First Wind, through an affiliate company, financed and began construction of the approximately $155 million wind energy project located in Washington County, Maine ("Stetson"). An estimated $35 million of the construction costs is expected to be spent on Maine firms and local spending. Stetson is a 57 MW facility consisting of 38 wind turbines is expected to be fully operational in the end of 2008.

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The foregoing should provide sufficient information about First Wind's experience and activities in wind energy and about First Wind's ability to finance Stetson II, however, please let me know if you require any additional information about First Wind, Stetson II or our plans for wind energy development in the State of Maine.

Sincerely,

Paul Gaynor
President

FIRST WIND HOLDINGS, LLC AND SUBSIDIARIES
(formerly known as UPC Wind Partners, LLC)

Consolidated Balance Sheets

(in thousands)

	December 31, 2006	December 31, 2007	June 30, 2008 (Unaudited)
Assets			
Current assets:			
Cash and cash equivalents	$ 5,797	$ 3,527	$ 10,349
Restricted cash	6,420	621	17,661
Accounts receivable	1,225	2,713	2,663
Prepaid expenses and other current assets	2,029	2,689	8,492
Deferred financing costs, net of accumulated amortization of $1,371, $4,346 and $5,212 as of December 31, 2006 and 2007 and June 30, 2008 (unaudited), respectively	4,698	4,183	4,774
Total current assets	20,169	13,733	43,939
Property, plant and equipment, net	81,452	192,076	188,040
Construction in progress	85,153	346,320	463,566
Turbine deposits	170,759	201,472	315,365
Other non-current assets	14,967	17,065	20,215
Total assets	$372,500	$ 770,666	$1,031,125
Liabilities and Members' Capital			
Current liabilities:			
Accrued capital expenditures	$ 2,854	$ 75,024	$ 41,992
Accounts payable and accrued expenses	9,024	15,267	24,240
Derivative liabilities	1,259	4,181	13,264
Due to related parties	—	21,722	—
Debt with maturities less than one year	193,015	222,028	679,361
Total current liabilities	206,152	338,222	758,857
Long-term debt, net of current portion	64,869	243,421	21,670
Long-term derivative liabilities	10,006	37,791	81,981
Deferred revenue	850	850	2,085
Asset retirement obligations	2,104	2,506	2,587
Total liabilities	283,981	622,790	867,180
Commitments and contingencies (Note 13)			
Minority interest	—	79,081	59,345
Members' capital:			
Members' capital	136,870	185,217	290,137
Accumulated deficit	(48,351)	(116,422)	(185,537)
Total members' capital	88,519	68,795	104,600
Total liabilities and members' capital	$372,500	$ 770,666	$1,031,125

Paul J. Gaynor

President,
Chief Executive Officer

Executive Summary

Paul J. Gaynor is responsible for the strategic direction and day-to-day management of First Wind projects in North America.

Career Highlights

Mr. Gaynor has more than 20 years of experience in the energy field, encompassing leadership and finance roles in the energy, power, and pipeline sectors. In addition, he has been engaged in several landmark energy and power financings across the globe.

Mr. Gaynor was formerly Chief Financial Officer of Noble Power Assets, LLC, a private equity-backed power acquisition company. Prior to that, he was the Senior Vice President and Chief Development Officer of Singapore Power Group (SP) and Chief Operating Officer of SP International (SPI).

Mr. Gaynor led a comprehensive restructuring of SP and oversaw project development and asset management at SPI. He joined SP as Senior Vice President and Chief Financial Officer, where he was responsible for all financial matters, including leading the initial public offering and introducing world-class finance practices into the organization.

From 1998 to 2000, Mr. Gaynor was the Senior Vice President and Chief Financial Officer of PSG International, a pipeline development company owned by GE Capital and Bechtel Enterprises. PSG developed, financed, built, owned, and operated gas, oil, and water pipeline systems across the globe. Mr. Gaynor assisted in the establishment of the company and oversaw financial matters. He was also responsible for acquiring a 32.5% interest in a natural gas system in Mexico and subsequently sat on the board of directors. In addition, he led the fundraising process for the $3 billion TransCaspian Gas Pipeline project in Central Asia.

Before PSG, Mr. Gaynor was Vice President and Manager of Asia Pacific operations for GE Capital's Structured Finance Group (SFG). He was responsible for deal analysis, execution, and internal approvals, leading a team that evaluated over 20 power projects between 1994 and 1998. Mr. Gaynor also led the Group's $400 million investment in Paiton Energy and Quezon Power, and he received internal approval for over $1 billion of projects. He also worked at GE Capital SFG in the U.S. before moving to Asia, and he sold power plants for GE Power Systems prior to attending business school.

Education and Credentials

- Master of Business Administration, University of Chicago Graduate School of Business
- Bachelor of Science, Mechanical Engineering, Worcester Polytechnic Institute

Michael Alvarez

Executive Vice President,
Chief Operating Officer

Executive Summary

Michael Alvarez is responsible for First Wind operations and asset management, as well as the firm's commercial transactions and mergers and acquisitions.

Career Highlights

Mr. Alvarez joined First Wind from Edison International, where he was the Vice President of Strategic Planning.
Prior to Edison, he served as Executive Vice President, Chief Financial Officer, and General Counsel at Nexant Inc., a privately held San Francisco-based company that provides software and advisory services to the global energy industry.

Before Nexant, Mr. Alvarez was at PSG International in London, where he managed the development of the $2.3 billion, 1,700-kilometer TransCaspian natural gas pipeline.

Previously, he was a senior executive at Kenetech Energy Systems Inc., successfully managing the development of electric generation projects, as well as a global operating portfolio of wind, gas, biomass, and oil-fired projects.

Mr. Alvarez began his career with the San Francisco law firm of Thelen, Marrin, Johnson & Bridges (now Thelen, Reid & Priest), where he was a partner specializing in commercial and project finance.

Education and Credentials

- Juris Doctor, University of Virginia
- Bachelor of Art, Economics, University of Virginia
- Trustee, California State Parks Foundation
- Member of the Bar of California, New York and Washington, D.C.

Evelyn Lim

Senior Vice President and General Counsel

Executive Summary

Evelyn is responsible for strategizing, managing, and directing the company's legal affairs and providing legal expertise to company personnel.

Career Highlights

Ms. Lim joined First Wind after serving as a partner in the finance group of McDermott, Will & Emery LLP in Los Angeles.

Prior to that, she was an associate with Milbank, Tweed, Hadley & McCloy LLP, where she represented the underwriters in a cross-border, dual tranche senior secured bond financing of the Autopista Central toll road in Santiago, Chile. Due in part to her efforts, the project was named "Best Project Finance Deal" for 2003 by *Euromoney*.

In addition, Ms. Lim was involved in the bond financing of the Monterrey-Cadereyta toll road in Mexico, representing the issuer in a transaction that *Project Finance Magazine* named "Infrastructure Deal of the Year—Americas, 2004."

Ms. Lim's experience also encompasses the representation of underwriters in private and public offerings of debt and equity securities, including Rule 144A/Regulation S; high-yield and structured debt offerings; monetizations of energy contracts; and other structured products.

Education and Credentials

- Law Degree, Fordham University
- Bachelor of Science, Applied Economics and Business Management, Cornell University
- Member of the Bar of New York and California

Dave Cowan

Vice President,
Environmental Affairs

Executive Summary

Dave Cowan oversees environmental assessment, permitting, and compliance for the development and operation of First Wind's utility-scale wind energy development projects throughout North America.

Career Highlights

Mr. Cowan has over 25 years of experience in project management, environmental assessment, regulatory, permitting, and mitigation services for major utility, transportation, and renewable energy projects throughout the U.S.

His previous experience includes Project Manager and Senior Scientist positions with Devine, Tarbell & Associates; Duke Engineering & Services; and Normandeau Associates offices in Maine and New Hampshire. Prior to entering the environmental consulting field, he was a Research Associate with the Cornell University Lab of Ornithology.

Among his wind energy career highlights, Mr. Cowan served as Senior Scientist on the team that successfully permitted the first utility-scale wind energy project in New England in 1994—the 640-turbine New England Wind Energy Station in Maine's Western Boundary Mountains. More recently he was the Project Manager for permitting of Evergreen Wind Power's 50 MW Mars Hill wind farm project in Northern Maine.

In addition, Mr. Cowan led the development of the first Habitat Conservation Plan (HCP) for a wind energy project in the U.S. (Maui's Kaheawa Wind project) and oversaw environmental permitting for the Sheffield Wind project in Vermont.

As Vice President of Environmental Affairs, Mr. Cowan and his team are involved in projects from their earliest inception, screening for feasibility and flaws, identifying potential environmental concerns, and developing plans to avoid or minimize adverse environmental impacts, often in cooperation with regulatory resource agencies and project stakeholders. In addition, he advises the President and CEO on each project's potential permitting risks/opportunities and secures the necessary documentation for financing.

Mr. Cowan represents First Wind before environmental and energy siting boards, and participates in regional and national environmental forums on behalf of the industry, actively shaping environmental regulations and wind power policy.

Education and Credentials

- Master of Science, Marine Biology, SUNY Stony Brook, Marine Sciences Research Center
- Bachelor of Science, Wildlife Biology, SUNY Syracuse College of Environmental Science and Forestry
- Certified Wildlife Biologist and Professional Wetland Scientist

Steve Vavrik

Vice President,
Origination

Executive Summary

Steve Vavrik is responsible for managing First Wind's energy and renewable commodity risks.

Career Highlights

Mr. Vavrik brings a wide range of skills and experience to First Wind, including 10 years in the energy industry. After beginning his energy career with GE Capital, he joined Enron in London in a project development and gas trading capacity. His role at Enron included trading natural gas forward contracts and negotiating structured power deals.

Subsequent to that, he became a key member of the management team for Dynegy's 1600 MW of power generation assets in New York State and led PPM Energy's wind energy origination efforts in the Northeast U.S.

Education and Credentials

- JJ.D., Yale Law School
- Masters in Public Administration, Woodrow Wilson School, Princeton University
- Master of Science, Mechanical Engineering, University of Illinois
- Bachelor of Science, Mechanical Engineering, University of Illinois

Tim Rosenzweig

Senior Vice President,
Finance

Executive Summary

Tim Rosenzweig leads all of First Wind's external financing efforts including tax equity financing, loans and raising new capital.

Career Highlights

Since joining First Wind in 2002, Mr. Rosenzweig has led the firm's capital raising efforts, which total in excess of $1.5 billion to date.

Prior to his current position, he worked as a Vice President at a Nomura-backed private equity fund in New York. Before that, he was a Vice President at GE Capital Market Services group in Hong Kong, Singapore, and Stamford, Connecticut.

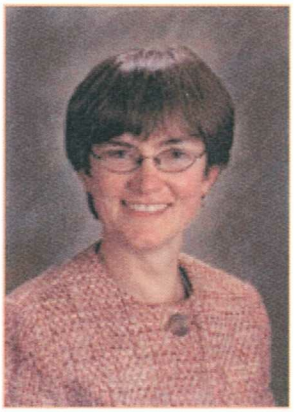
His extensive financial and international experience began in 1992, when he served as an analyst for Lehman Brothers' Utilities and Project Finance Group in New York and Hong Kong.

Education and Credentials

- Masters of Business Administration, Columbia Business School
- Bachelor of Science, Civil Engineering, Johns Hopkins University

Verrill Dana LLP

Attorneys at Law



Juliet T. Browne

Partner

(207) 253-4608
jbrowne@verrilldana.com
Portland, ME

Juliet T. Browne is a Partner at Verrill Dana, and is Chair of the Environmental Law Group and Vice-Chair of the Litigation Department. She specializes in all aspects of environmental law, including project permitting under federal, state and local laws, compliance with federal and state environmental laws, litigation in state and federal courts, redevelopment of contaminated properties, and transactional matters. Juliet represents individuals, businesses and environmental groups, and works collaboratively to resolve their environmental challenges. She also works with regulators and stakeholder groups to develop and update environmental regulations and programs in the State.

Juliet's current representative client matters include:

- Representing a coalition of conservation groups and the Penobscot Indian Nation on their groundbreaking proposal to remove several dams located on the Penobscot River
- Representing a leading provider of comprehensive waste and environmental services in North America on its Maine facilities' compliance with state and federal environmental regulations
- Representing the developer of a 130 MW wind power project in Franklin County
- Representing the developer of a 55 MW wind power project in Washington County
- Representing the proponent of an expansion of existing interstate natural gas pipeline facilities in Maine

Prior to joining Verrill Dana in 1996, Juliet practiced with Skadden, Arps, Slate, Meagher & Flom in San Francisco. Subsequently, she served as Assistant Attorney General for the Republic of Palau, a former U.S. Trust Territory located in the Western Pacific.

She is the co-author of the Maine chapter in *Brownfields, A Comprehensive Guide to Redeveloping Contaminated Property* (2002), and serves on the Advisory Board for Maine's Corporate Wetlands Restoration Partnership, a non-profit public-private initiative created to restore environmentally valuable wetlands and other aquatic habitats.

Practice Areas:

Litigation

Environmental

Bar Admissions:

1990, California; 1993, Republic of Palau; 1996, Maine

Professional Memberships:

Maine State Bar Association

Education:

University of California, Boalt Hall School of Law (J.D., 1990) Articles Editor, California Law Review, 1989-1990

University of Michigan (B.A., 1984)

Community/Public Service:

Advisory Board, Maine's Corporate Wetlands Restoration Partnership

Honors:

Recognized in the 2005 and 2006 *Chambers USA: America's Leading Lawyers for Business* under Environment

Verrill Dana LLP

Attorneys at Law

Practice Area

Environmental

Verrill Dana's Environmental Law Group is an experienced team that provides clients throughout New England with proactive advice to successfully manage the full range of their environmental permitting, compliance, development, and litigation needs. While not the largest, the practice is the most successful in Maine, and the Group's lawyers have been involved in virtually every major permitting project or environmental issue in Maine over the last several years, including the following:

- Obtaining state and federal permits and necessary land interests for more than 200 miles of natural gas transmission line, Maine's largest infrastructure project in the last 50 years;
- Creating and continuing to act as general counsel for company that first developed business model for acquiring and remediating environmental liabilities using insurance and risk transfer agreements;
- Obtaining a federal court order limiting Maine's jurisdiction over the decommissioning and cleanup of a nuclear power plant and then obtaining the necessary State permits;
- Obtaining the permits necessary to expand one of only two commercial landfills in Maine;
- Successfully represented an environmental group opposed to development of land adjacent to the State's most significant wetland resource;
- Successfully defended against a challenge to Maine's first constructed commercial wind power project;
- Representing a coalition of environmental groups and the Penobscot Indian Nation on their groundbreaking proposal to purchase and remove several dams located on the Penobscot River;
- Negotiating the nature and scope of Maine's first investigation and remediation of a former mine on behalf of a Canadian mine company;
- Successfully obtained permits for more than 80 miles of electric transmission line connecting the bulk electrical transmission systems of New England and Canada; and
- Representing the developer of a 130 MW wind power project in Franklin County and the developer of a 55 MW wind power project in Washington County.

The Environmental Law Group fashions innovative solutions to clients' environmental problems and anticipates and avoids potential legal and regulatory hurdles. By drawing on our expertise in the regulatory framework and government experience, we are able to provide our clients prompt, efficient and practical assistance with project approvals and permits, investigations and allegations of non-compliance, environmental cleanups and remedial actions, civil and criminal enforcement actions, consent agreements, facility inspections and audits, property reuse and business acquisition. When faced with litigation, that same expertise and experience translates to courtroom success in citizen suit cases, enforcement actions, administrative appeals, landowner disputes, and CERCLA and RCRA litigation.

Representative environmental clients include: Bangor Hydro-Electric Company; Bowdoin College; Emsource; Evergreen Power/UPC Wind Management; First Technology; GAC Chemical Corp.; Great Island Development; International Paper; Loring Development Authority; Maine Audubon; Maine Community College System; Maine Department of Transportation; Maritimes & Northeast Pipeline, L.L.C.; Natural Resources Council of Maine; The Nature Conservancy; Noranda, Inc.; Portland Water District; Prime Tanning Co.; TransCanada; Verizon Wireless; Waste Management; and York County.

Attorneys

Portland, ME

Scott D. Anderson

Kelly B. Boden

Juliet T. Browne

James T. Kilbreth

Sean Mahoney

Patricia A. McAllister

Jeffrey T. Selser

Publications:

Environmental Alert-Fall 2006

Environmental Alert-Summer 2006

Fish and Wildlife Service to Consider American Eel for Endangered Species List

Environmental Law Group Alert

Brooke Barnes

Senior Project Manager
Regulatory Specialist

Capabilities

Regulatory Expertise:

- Clean Water Act Secs. 401 / 404 and 404(b)(1) Analyses
- River and Harbors Act, Sec. 10
- Support for EIS and EA preparation
- FERC Hydroelectric Licensing (Exhibit E and EAs)
- Avoidance and Minimization Support
- NEPA Compliance and Documentation
- State and Local Wetland Alteration Permitting
- Shoreland and Coastal Zone Management Permitting
- Maine DEP Site Location Permits
- Maine Land Use Regulatory Commission (LURC) Wind Power Permitting

Education

Juris Doctor. 1986. University of Maine School of Law.

B.A. Sociology. 1980. University of Southern Maine.

Certifications and Licenses

- Erosion Control Plan Certification, 1997

Affiliations

- Maine Management Service
- International Law Enforcement Coordinating Committee, Steering Committee
- EPA/State Environmental Enforcement Committee
- Interim Advisory Committee on Alternative Dispute Resolution, Governor's Appointee

Mr. Barnes is a recognized expert in environmental regulations and permitting, with more than 20 years experience in the regulatory field. As a former Deputy Commissioner of the Maine DEP, Mr. Barnes offers Stantec clients unparalled expertise in evaluating critical permitting issues for projects, developing permit applications, conducting negotiations with state and federal agencies, and assisting in expert witness testimony preparation.

Mr. Barnes' 15 years of experience at the Maine DEP included extensive work in policy analysis, compliance, policy development and implementation, licensing, rulemaking, and administration.

Experience

Stantec Consulting. 2007-present. Senior Project Manager.

Woodlot Alternatives, Inc. 2006 - 2007. Project Manager.

Maine Department of Environmental Protection. 1998 - 2003. Deputy Commissioner.

Office of Governor Angus S. King, Jr., Augusta, Maine. 2002. Acting Chief Legal Counsel.

Maine Department of Environmental Protection. 1995-1998. Director, Policy Development & Implementation.

Maine Department of Environmental Protection. Director, Enforcement and Procedures

Maine Department of Environmental Protection. Chief Policy Analyst.

Sherman, Sandy and Lee. 1987-1988. Associate Attorney.

Contact: brooke.barnes@stantec.com
(207) 729-1199

Dale F. Knapp

Senior Project Manager
Wetland Scientist
Soil Scientist

Capabilities

Wetland Science:

- Wetland delineations
- Function value assessments
- Wetland mitigation site monitoring
- Wetland mitigation site searches
- Large scale linear delineation
- Stream assessment and identification
- Natural Resources Protection Act compliance and documentation

Natural Resource Evaluations:

- Endangered and threatened plant and animal species
- Rare plants and natural communities
- Unusual natural areas
- Vernal pool assessment

Environmental Science:

- Soil classification and taxonomy
- Hydric soil determination
- Geomorphology
- Site evaluation
- Subsurface disposal system design

Education

B.A., University of Maine, Orono, ME.

Training and Certificates

- Preserving the Wetland Landscape – Tools for Successful Mitigation
- Site Evaluation Refresher, Joint Environmental Training Coordination Committee, 2006.
- Subsurface System Inspector, Joint Environmental Training Coordination Committee, 2006.
- Hydric Sandy Soils Workshop, Maine Association of Professional Soil Scientists, 2006.
- Maine Association of Soil Scientists/Maine Association of Professional Soil Scientists Joint Workshop, 2006.
- 40-Hour Safety Training Course for Hazardous Waste Operations in compliance with OSHA 29 CFR1910.120
- Wilderness First Aid
- Heart saver /AED

Additional Experience

- GPS Systems and Topographic Mapping
- Forest Mapping and Land Surveying

Mr. Knapp is a Senior Project Manager responsible for directing natural resource evaluations and sampling programs, coordinating wetland delineations and functional assessments, and assisting clients in the preparation of federal and state permit applications. He also has strong professional experience in completing site evaluations, septic designs, soil surveys, and wetland delineations in Maine. His project experience ranges from work on large scale transmission corridors and wind power projects to residential and commercial developments.

Mr. Knapp has also worked on a variety of natural community and rare plant survey projects ranging from general reconnaissance observations to quantitative, community- and species-specific surveys. These projects have involved natural community mapping and analysis.

Affiliations

- Maine Association of Wetland Scientists, Treasurer
- Maine Association of Professional Soil Scientists
- Maine Association of Site Evaluators, Director
- Association of State Wetland Managers
- University of Maine Soil Judging Team
- Soil Science Society of Southern New England

Certifications

- Certified Onsite Subsurface Wastewater System Inspector (Cert. Number 523)
- New Hampshire Certified Wetland Scientist Apprentice (Cert. Number WSA-18)
- Licensed Site Evaluator (License Number 386)
- Enviro-Septic Certified (Certification No. 5058MEES)

Experience

Stantec Consulting. 2007- present. Senior Project Manager.

Woodlot Alternatives, Inc. 2005-2007. Project Manager.

Corinne Leary. 2002 - 2005. Field Technician.

Leary Soil Works. 2001 - 2002. Construction.

Contact: dale.knapp@stantec.com
(207) 729-1199

Steven K. Pelletier PWS, CWB, LPF

Principal, Environmental Management

Mr. Pelletier is a Certified Wildlife Biologist, Professional Wetland Scientist, and Certified and licensed Professional Forester with more than 25 years of professional experience. He specializes in a variety of landscape and site level habitat analyses, including avian risk assessments related to wind power development, forest ecology and management, wetland assessments, and impact compensation. He offers particular expertise in rare species impact evaluations and for developing impact avoidance and mitigation measures for a variety of projects ranging from transportation to energy development.

Mr. Pelletier has provided third-party review and expert witness testimony on a variety of ecological issues and concerns, and teaches courses for certifying municipal Code Enforcement Officers and refresher courses for state Department of Environmental Protection staff.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Senior Principal.
- Woodlot Alternatives, Inc. Topsham, ME. 1987-2007. Vice President and Founder.
- Maine Dept. of Environmental Protection, Portland, ME. 1984-1989. Environmental Enforcement Specialist.
- Maine Dept. of Inland Fisheries and Wildlife, Gray, ME 1980-1985. Seasonal Biological Asst.
- U.S. Forest Service, Platina, California 1982-1983. Wildlife Biologist.
- U.S. Forest Service, Cordova, AK 1981. Wildlife Biologist Assistant.

EDUCATION

AS, Forest Management Technology, with Distinction, University of Maine, Orono, Maine, 1978

BS, Wildlife Management & Forestry, University of Maine, Orono, Maine, 1980

REGISTRATIONS

Professional Wetland Scientist #899, Society of Wetland Scientists Certification Program

Certified Wetland Scientist #136, State of New Hampshire

PROFESSIONAL ASSOCIATIONS

Member, The Wildlife Society

Member, Society of Wetland Scientists

Member, Society of American Foresters

Co-founder, Chairman, Past President, Maine Association of Wetland Scientists

** denotes projects completed with other firms*

Steven K. Pelletier PWS, CWB, LPF

Principal, Environmental Management

PUBLICATIONS

Pelletier, S. 2008. Radar and Acoustic Bat Surveys in Pre- and Post-Construction Bird and Bat Mortality Monitoring. *Windpower 2008 Annual Meeting; Houston, Texas.*

Pelletier, S. 2007. Windpower and Wildlife: Survey Techniques, Impacts, and Future Research. *Hoffman Bird Club Annual Meeting; Pittsfield, Massachusetts.*

Pelletier, S. 2005. MBTA Greenbush Rail Line - Wildlife Crossing Demonstration Project. *2005 International Conference on Ecology and Transportation (ICOET); San Diego, California; with others.*

Pelletier, S. 2004. Windpower and Wildlife – Risks and Benefits. *The Wildlife Society New England Fall Meeting.*

Pelletier, S. 2004. Railroad Crossing Structures for Spotted Turtles. *International Society of Wetland Scientists 25th Anniversary Conference, Charting the Future: A Quarter Century of Lessons Learned; Seattle, Washington; with others.*

Pelletier, S. 2003. A Survey of Potential Vernal Pool Habitats in the Town of Falmouth, Maine. *Association of State Wetland Managers (ASWM) National Symposium, Wetlands 2003: Landscape Scale Wetland Assessment & Management; Nashua, New Hampshire; with others.*

Pelletier, S. 2001. Wildlife and critical habitat concerns associated with windpower facilities. *New England Wind Power Siting Workshop; Boston, Massachusetts.*

Pelletier, S. 2000. A GIS-based Wetland Characterization of the Casco Bay Watershed – A Pilot Study. *Society of Wetland Scientists (SWS) Quebec 2000: Millennium Wetland Event.*

Pelletier, S. 1999. Biodiversity in the Forests of Maine: Guidelines for Land Management. *UMCE Bulletin #7147, University of Maine Cooperative Extension; with others.*

Pelletier, S. 1996. An analysis of forest sustainability issues in Maine. *Maine Forest Service and Maine Natural Areas Program.*

Pelletier, S. 1986. Distribution and abundance of breeding birds and small mammals in the high salt marsh and adjacent upland critical edge in southern Maine. *Maine Biological and Medical Science Symposium; Bowdoin College; Brunswick, Maine; with others.*

Emily Flaherty Walsh

Project Manager

Emily Walsh is a Project Manager responsible for providing regulatory support and permitting assistance. She is experienced in reviewing federal and state environmental permitting documents and is well versed in relating ecological principles to rules and regulations. Ms. Walsh also has experience providing environmental compliance advice to commercial and industrial entities.

Prior to joining Stantec, Ms. Walsh was employed by the Maine Land Use Regulation Commission. At LURC, she reviewed advisory rulings and development proposals for projects of all sizes to ensure their compliance with local and state regulations. She has practiced environmental and land use law before state regulatory bodies.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2008-present. Project Manager.
- Emily F. Walsh, Attorney at Law. 2007-2008.
- Land Use Regulation Commission, Dept. of Conservation. 2006-2007. Senior Planner.
- Dept. of Health and Human Services, Office of Quality Improvement. 2005-2007. Research and Planning Associate I.
- ACE Corporation. 2004-2006. Vice President of Operations.

EDUCATION

Juris Doctor, University of Maine School of Law, Portland, Maine, 2004

BS, Environmental Education, Unity College, Unity, Maine, 2001

PROFESSIONAL ASSOCIATIONS

Member, Maine State Bar Association

Member, American Bar Association

PROJECT EXPERIENCE

Natural Resource Services

Spinney Island, Tomhegan, Maine

Project Manager advising client and negotiating with the Land Use Regulation Commission to resolve permitting issues.

Line 56, Maine

Project Manager preparing permit application materials for local permitting for a transmission line in Northern Maine.

Highland Wind Project, Maine

Project Technician participating in the ecological characterization of the site of the proposed wind farm. She is conducting Global Positioning System surveys and assisting with the wetland delineation of the project area. Field work is being completed in anticipation of the preparation of local, state, and federal permits.

Rollins Wind, Lincoln, Maine

Project Manager assisting with the preparation and review of permit application materials for a proposed wind farm in Northern Maine. She is conducting reviews of prepared documents and mapping to ensure that they comply with federal and state permitting regulations.

** denotes projects completed with other firms*

SEWALL
JAMES W. SEWALL COMPANY / Since 1880

Chester C. Bigelow III, P.W.S.

Senior Environmental Scientist

Chester Bigelow brings to Sewall over twenty-five years of experience in aquatic and wetland ecology and environmental engineering as it relates to water quality monitoring, storm water management, wetland restoration, and ecological conservation and management. His areas of specialization include wetland restoration, delineation and functional assessment, spill response and damage assessment, field collection and statistical analysis of chemical and biological data, environmental assessments, and Section 401/404 permitting. Most recently, Mr. Bigelow has led efforts at the Virginia Department of Environmental Quality to establish Total Maximum Daily Loads (TMDLs) for shellfish harvest and recreational use impaired waters in Virginia, and guided GIS data development efforts to support the TMDL program.

EDUCATION

M.S., Biology, Virginia Commonwealth University, Richmond, Virginia, 1987
B.S., Biology, Virginia Commonwealth University, Richmond, Virginia, 1979
Sergeant United States Marine Corps, 1971-1975, Honorably Discharged

PROFESSIONAL LICENSES AND AFFILIATIONS

Certified Professional Wetland Scientist 0001038
Society of Wetland Scientists

EXPERIENCE

Virginia Department of Environmental Quality, Richmond, Virginia

Shellfish TMDL and Watershed Implementation Planning Coordinator

Researched, developed and coordinated the development of Total Maximum Daily Load reports for shellfish harvest and recreation use impaired waters in Virginia. Coordinated between researchers, consultants, local governments and private citizens in the development of TMDL reports designed to set reduction targets for bacterial contamination in estuarine waters. Conducted modeling to establish reduction targets and a geographic information system to analyze watersheds. Guided watershed implementation efforts undertaken by local governments and stakeholder groups.

Wetland Restoration Ecologist

Appointed by the Virginia Secretary of Natural Resources to lead a team of government scientists, private stakeholder groups, public land managers, landowners and other groups to facilitate wetland restoration throughout the state. Advised and trained regional biologists in the survey and design of wetland creation and restoration projects. Developed procedures for providing potential restoration project evaluations to the multi-agency state wetland restoration review committee. Developed procedures and provided training in conducting site reconnaissance of lands for wetland restoration potential

Environmental Program Manager

Created and managed a statewide environmental permitting program which included the supervision and training of a staff of ten. Negotiated permit conditions, enforcement and compliance conditions, for a variety of development projects with industries, private individuals, state and federal agencies. Served as the Departmental expert on wetland ecology, regulation, federal and state water law related to wetlands, storm water management and wetlands, wetland and stream restoration, as well as, the environmental effect of projects involving the physical modification of watersheds on aquatic resources.

Reviewed and evaluated permit applications, and environmental impact statements, for technical accuracy and assessed the environmental impacts of proposed activities on water quality and aquatic resources. Prepared final permit actions in accordance with the Clean Water Act and the Laws and regulations of the Commonwealth of Virginia for issuance, denial or waiver of permits as appropriate. Provided technical consultation to all applicants on the construction and restoration of wetland habitats. Conducted extensive public speaking, and provided training on water regulation and wetland mitigation to consultants, staff and the general public.

Analyzed and interpreted the environmental impact of program activities which reduced phosphorus and infiltration and inflow sewers to Bay tributaries. Reviewed technical documents, including environmental impact statements, and research reports for accuracy and adequacy. Represented the agency at meetings with federal and state agencies. Initiated and carried out a study of the effects of chlorinated wastewater discharges on macroinvertebrate diversity and abundance below treatment plant out falls.

Provided technical guidance on water quality issues, prepared technical reports and regional input for biennial water quality reports to the Environmental Protection Agency. Administered the regional component of the surface water withdrawal reporting program. Collected water quality data for Virginia's water quality monitoring network in the rivers and streams of the central Piedmont Region. Performed investigations of pollution complaints, combined sewer outfalls, and hazardous materials spills.

Paciulli Simmons and Associates, Reston, Virginia

Senior Wildlife and Aquatic Ecologist

Researched and prepared an integrated Fish and Wildlife Management Plans and Wetland Refuge Management Plans as part of an overall integrated ecological management effort for the Department of the Army. Components of these plan included fulfillment of the requirements of the Sikes Act, AR 200-3, and environmental permitting. Evaluated current management practices, and recommended future directions in order to enhance ecosystem biodiversity and water quality. Provided analysis and recommendations for watershed management, emphasizing habitat development for fishery and game resources, neotropical/interior forest birds, endangered species and other non-game species.

Virginia Department of Highways and Transportation, Richmond, Virginia

Environmental Specialist

Researched and prepared NEPA environmental impact statements and assessments, water quality technical reports, and other documents for highway projects. Designed wetland mitigation projects, conducted wetland delineations, benthic surveys, underwater biological surveys and conducted similar technical investigations in support of the assessment, and permitting of impacts for road and highway projects.

SEWALL
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Janine S. Murchison, P.E.

Project Manager, Engineering & Survey Division

Ms. Murchison joined James W. Sewall Company in 2007 with over 20 years of experience in the civil engineering field. Ms. Murchison has managed, designed, and monitored construction activities on a wide variety of projects including roadway, storm drain, water, and sewer systems. She also has practical experience with downtown revitalizations, airport improvements, pedestrian trails, landfill closures, boat landings, parking lots, site design, environmental permitting, and all aspects of construction services.

EDUCATION

B.S., Civil Engineering, University of Maine, 1986
M.S., Business, Husson College, Caribou, Maine 1995

PROFESSIONAL CERTIFICATIONS AND AFFILIATES

Registered Professional Engineer, Maine #7125
Trustee, Caribou Public Library
Trustee, Caribou Utilities District
Former Member, Washburn Planning Board

REVELANT EXPERIENCE

Twin Pine Camps, LLC Expansion Project, T1 R8 WELS, Maine: Managed and prepared successful application for an Amendment to Development Permit per Maine Land Use Regulation Commission (LURC) requirements. Assisted with site design of roads, driveways, and parking lots for the addition of nine (9) transient Cove Cabins and a library/sauna building. Coordinated the efforts of the owner, environmental, and architectural team members.

KTAADN Resorts, T1 R8 WELS, Maine: Currently in the final stages of managing and preparing a Development Permit application per Maine Land Use Regulation Commission (LURC) requirements for the 'Adventure Lodge' portion of the resort. Managed the site design development of the proposed access roads, the proposed Lodge, a hotel/restaurant/conference center, in addition to the proposed 21 transient Family Cabins adjacent to the Lodge. Coordinated the efforts of the owner, environmental, and architectural team members.

Prior to joining James W. Sewall Company, Ms. Murchison worked on numerous projects, primarily in the northern Maine area; several of which are outlined below:

Maysville Street Extension and Reconstruction Project; Presque Isle, Maine: Assisted with the preparation of a Site Location application; designed roadway, storm drain and sewer collection systems; managed concrete bridge, landscape, traffic and lighting design; managed construction monitors and provided construction services for one mile stretch of road adjacent to and in conjunction with the Aroostook Centre Mall. Also coordinated the work between engineering subconsultants, financially interested parties, and the Maine Department of Transportation (MDOT).

Big Rock Ski Area; Mars Hill, Maine: Assisted with the preparation of a site location application for proposed improvements to include additional ski trial development, additional ski lift sites, base area building construction and renovations, and parking area expansions; managed design improvements to ski trail lighting system. Also prepared a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the facility.

Allagash Road Reconstruction Project; Dickey, Maine: Designed and monitored the reconstruction of a portion of the Allagash Road (Rapid Road) between the Little Black River Bridge and the St. John River Bridge as a result of previous flooding. This project involved coordination with MDOT as both the Little Black River and St. John River Bridges were being reconstructed simultaneously with this project. The Maine DEP and the Army Corps of Engineers were also involved due to the road's proximity to the rivers and correlated flood plain wetland issues.

Presque Isle Boat Landing; Maine: Designed access road and boat launch on the Aroostook River; project included concrete launch planking, paved parking lot and access road; provided construction monitoring and construction services. Environmental permitting was also completed as required by the Maine DEP and the Maine Department of Inland Fisheries and Wildlife.

Caribou Downtown Revitalization Project, Phases I and II; Maine: Completed site topographical survey and managed Design Charrette for conceptual site and façade design master planning. Managed and assisted with the preliminary and final designs of the Phase I Sweden Street portion of the project and the Phase II Downtown Mall portion of the project. Improvements included the removal of a 26' x 280' mall canopy and associated concrete sidewalks as well as the installation of sidewalk trees, historic lighting, decorative pole banners, and the removal and reuse of existing concrete sidewalk pavers. The project also included electrical coordination with Maine Public Service for the removal of an underground transformer and the subsequent replacement with an above-ground transformer, serving 32 businesses. Provided construction monitoring and administrative services for both phases of the project. Each portion was funded, in part, by CDBG.

Collins Pond Corridor Project; Caribou, Maine: Designed pedestrian trail around Collins Pond; managed timber/steel pedestrian bridge design as well as landscape and site amenity design; managed construction monitoring and provided construction services. This project dealt with facilitating multiple property owners, wetland impacts, and MDOT.

Fort Kent Downtown Revitalization Project; Maine: Designed sidewalk and storm drain systems; designed electrical service relocations for each business and building in the project area; managed design of the landscaping, site amenities, and street lighting; and provided construction monitoring and construction services. Worked in conjunction with MDOT as they were simultaneously designing the roadway reconstruction portion of the project.

Tri-Community Recycling and Sanitary Landfill; Fort Fairfield, Maine: Prepared the Spill Prevention, Control, and Countermeasure (SPCC) Plan for the solid waste facility and completed an Environmental Audit for the vehicle maintenance facility.

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Jeffrey L. Allen, P.E.

Project Engineer, Engineering & Survey Division

Jeff Allen joined James W. Sewall Company in January 1999 bringing a strong background in civil and environmental engineering. Jeff routinely works on complex projects balancing the needs of the environmental, wetland, wildlife and economic facets of the project. He works directly with clients to assure their goals and requirements are consistently met while maintaining good relationships with regulatory agencies. This approach facilitates the open communication necessary to move quickly through the permitting process.

Mr. Allen coordinates and supervises environmental analysis done by other staff and trains them on complex analytical techniques and current environmental regulations.

EDUCATION

B.S., Civil Engineering, University of Maine, 1983

PROFESSIONAL CERTIFICATION

Registered Professional Engineer (Maine #6059, Vermont #5677)
Certified Professional in Erosion and Sediment Control #3884

RELEVANT EXPERIENCE

1999 - Present, James W. Sewall Company

Project Engineer

Stormwater Design and Analyses Designed complex stormwater systems for large commercial developments throughout the state. Worked with Maine DEP to create prototypical bioretention cell details for treating parking lot runoff. Designed underground stormwater retention, treatment and detention systems.

Environmental Permitting for Condominiums Completed state and federal permitting for a 108-unit condo development located on 16.4 acres of land in Orono, ME. An irregular shaped lot and stringent local requirements complicated permitting.

Environmental Permitting for Campground Development Designed and permitted large campground project in Hermon, ME. Design included innovative use of Low Impact Development Techniques to minimize the impact of stormwater runoff. Recently adopted Maine DEP stormwater regulations were utilized to enable permitting. Coordinated with Maine DEP during review to ensure compliance. Assisted with local permitting of the project.

Stormwater Analysis and Support of Wind Power Project Developed analysis and compliance documents for Maine DEP permit requirement of a 28-tower commercial wind power project in Mars Hill, ME. Stormwater discharges had to be compliant with DEP regulations despite rugged terrain. Negotiated with DEP to determine Best Practicable Treatment technology for this unusual situation.

Residential Subdivisions Prepared or supervised preparation of numerous stormwater analyses and local permit applications for projects in many communities with differing environmental requirements. Works closely with developers to design stormwater systems to meet stringent local and state requirements while minimizing environmental impact and cost to the developer.

Peer Review Acts as peer reviewer for several central Maine towns. Reviews subdivision and site plans submitted for local Planning Board approval. Ensures that the application submitted by other engineers meet the technical requirements of the individual community's land development and zoning ordinances and good engineering practices.

Widewaters Stillwater Co., LLC, Bangor, Maine. Design, permitting and construction overview for 28+ acre site including roadways, water, wastewater, storm drainage, power and communication facilities. Permitting included Maine DEP Site Location of Development and Tier 1 Wetland Alteration permit. Project built. Performed stormwater analyses and assisted in preparation of Maine DEP Site Location Permit. Worked closely with development team and regulatory agencies to minimize environmental impacts adjacent to a very sensitive area.

Large Commercial Project Bangor, Maine. Design, permitting and construction overview of a 209,934 sf development on a 50-acre parcel in a sensitive environmental setting. Designed and successfully permitted a stormwater treatment system for a client near an Urban Impaired Stream as defined by Maine DEP. Treatment system included underdrained swales, underground wet ponds (to reduce discharge temperatures) and filtration.

Orono Economic Development Corporation. Supervised fast-track permitting of a 50,000 sf office building to house the EnvisioNet Corporation's offices in Orono, Maine, including preparation of all permitting through Maine Department of Environmental Protection and Army Corps of Engineers.

Cumberland County Soil and Water Conservation District. Supervised flood study in the Presumpscot and Stroudwater River Basins, coordinated study of nine tributaries, and performed all hydraulic modeling for several miles of streams.

Previous Experience

Mr. Allen has designed and executed water quality evaluations for federal relicensing of hydroelectric projects in Maine, Vermont, New Hampshire, New York, Pennsylvania and South Carolina, negotiating with federal and state regulators to determine water discharge permit conditions. He was also responsible for the design and supervision of long term, on-site water quality monitoring programs in many states.

While employed at the Maine Department of Environmental Protection, Mr. Allen collected data and assisted in the evaluation of water quality data of several Maine rivers and streams. He was responsible for researching federal guidelines and performing detailed calculations to determine wastewater discharge limitations based on type of effluent and quality of receiving water, while negotiating with major industrial clients to refine their discharge license limitations.

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Patrick N. Graham, P.E.

Director of Project Development
Engineering, Survey & Utilities Division

Mr. Graham joined the James W. Sewall Company in 2006 with over thirteen years of experience in civil and environmental engineering as it relates to site development & permitting, stormwater management, wastewater collection & treatment, soil and water quality, and human health risk assessment. His areas of specialization include civil site design, environmental permitting (e.g., site law, stormwater, NEPA, NPDES and wetland), environmental site assessments, environmental site and field investigations, stormwater management, and municipal utility GIS development.

EDUCATION

B.S.P.H., Environmental Science and Engineering, University of North Carolina at Chapel Hill, 1992
M.S, Environmental Engineering, Georgia Institute of Technology, 1997

PROFESSIONAL LICENSES AND AFFILIATIONS

Licensed Professional Engineer, Maine #11236
Registered Professional Engineer, Georgia #26690
Licensed Professional Engineer, South Carolina #24401

RELEVANT EXPERIENCE

Senior Project Manager

Stetson Mountain Wind Project, Washington County, Maine. Responsible for civil road and site design for proposed 57MW wind farm including 38 GE 1.5MW wind turbine generators. Design included turbine micrositing, roadway plan and profile, stormwater management facilities and erosion & sedimentation control plans. Assisted project team with rezoning and site development permitting submittals to the Maine Land Use Regulation Commission.

Sheffield Wind Project, Sheffield, Vermont. Responsible for final civil road and site design for proposed 40MW wind farm including 16 Clipper 2.5MW wind turbine generators. Design included turbine micrositing, roadway plan and profile, stormwater management facilities and erosion & sedimentation control plans. Assisted project team with construction and operational stormwater permit submittals to the Vermont Department of Environmental Conservation.

25MW Wind Project, Confidential Client, Maine. Responsible for civil road and site design for proposed 25MW wind farm including 17 GE 1.5MW wind turbine generators. Design included turbine micrositing, roadway plan and profile, stormwater management facilities and erosion & sedimentation control plans. Assisting project team with site development permit submittal to the Maine Land Use Regulation Commission.

Kibby Wind Power Project, Kibby & SkinnerTownships, Maine. Senior consultant to Sewall Project Team for civil road and site redesign for proposed 132MW wind farm including 44 Vestas V90 3.0MW wind

turbine generators. Responsible for review of project design plans and Maine Land Use Regulation Commission permitting submittals.

Record Hill Wind Project, Roxbury, Maine. Senior consultant to Sewall Project Team for civil road and site redesign for proposed 66MW wind farm including 22 Vestas V90 3.0MW wind turbine generators. Responsible for review of project design plans and Maine Department of Environmental Protection site permitting submittals.

Various Potential Wind Project Sites, Mid-Atlantic United States. Senior consultant to Sewall Project Team for conducting GIS-based fatal flaw analyses for prospective wind project development sites across the mid-Atlantic area of the eastern United States. Responsible for development of fatal flaw process and review of final reports.

KTAADN Resorts Development, Penobscot County, Maine. Responsible for site planning, design and permitting for proposed 244-acre resort development on Hammond Ridge near Millinocket Lake. Proposed development includes 80-room lodge, conference center, family campgrounds, resort homes, rental cabins and 35-lot residential subdivision. Design development with project team included conceptual master plan, site layout and preliminary subdivision plan. Assisted project team with successful rezoning permit submittal to the Maine Land Use Regulation Commission.

Commercial Site Developments, Bangor, Maine. Project Manager responsible for design, permitting and construction drawings development for commercial sites including site layout, parking lots, water, wastewater, storm drainage, power and communication facilities. Permitting included local Land Development Permit applications, Penjajawoc Mall/Marsh Commission review, and City of Bangor Planning Board approvals.

Phase I and II Environmental Site Assessments. Responsible for numerous Phase I ESAs of commercial, industrial, residential, and undeveloped properties in Bangor, Lincoln and Sanford, Maine. All ESAs were completed in accordance with the US EPA All Appropriate Inquiry Rule and ASTM Standard Practice 1527-05. Each ESA included assessment and opinion regarding items of business environmental risk associated with the proposed property purchase. Also responsible for limited Phase II subsurface investigation of a former mobile home park in Bangor. The project included test pit excavations, confirmation soil sampling and laboratory analysis to investigate a subset of former underground kerosene tank locations at the mobile home park.

Wastewater Treatment Facility & Sewer Collection System Upgrades, Dover-Foxcroft, Maine. Responsible for design, construction administration and inspection of $1.8 million in upgrades to the Town's wastewater treatment plant and sanitary sewer collection system. The project includes repairs to the existing wastewater treatment plant lagoon and process piping systems, design and construction of two reed beds for sludge dewatering, replacement of several existing sanitary collection systems, and construction of a new cross-country gravity sewer system. The project is funded through USDA Rural Development grants and loans.

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Sandra M. Duchesne, P.E., PTOE

Project Engineer, Engineering & Survey Division

Ms. Duchesne joined the James W. Sewall Company in 2005. She has over 15 years of experience in engineering design, planning, permitting, and project management, particularly in the areas of transportation safety, multimodal transportation design and planning, smart growth practices, and access management. She has a special interest in developing innovative transportation solutions that address traffic congestion and safety concerns, support community integrity, and respect local values.

EDUCATION

B.S. and M.S., Civil Engineering, University of Maine
B.A., Government and Russian Civilization, Smith College
Additional coursework in engineering and project management through the National Cryptologic School, Boston University, Northwestern University, and University of New England

PROFESSIONAL LICENSES AND AFFILIATIONS

Licensed Professional Engineer:
Maine #9560, New Hampshire #12003, Virginia #44046, Connecticut #26142
Professional Transportation Operations Engineer #2273
Member, Institute of Transportation Engineers (Technical Committee Chair, District 1)
Member, American Society of Civil Engineers
Member, Society of Women Engineers
Member, Order of the Engineer
Member, Association of Pedestrian and Bicycle Professionals

PUBLISHED WORKS

Soil Nail Retaining Walls in Cold Weather Regions, Sandra M. Duchesne, PE, Thomas C. Sandford, PE, Dana N. Humphrey, PE, and Thomas C. Sheahan, PE: Proceedings of the 56th Canadian Geotechnical Conference, Winnipeg, Manitoba, September 28 - October 1, 2003.

Effects of Frost Heave on a Soil Nail Wall in Brunswick, Maine, Sandra M. Duchesne, PE, Thomas C. Sandford, PE, Dana N. Humphrey, PE, and Thomas C. Sheahan, PE: Graduate Thesis, University of Maine Press, Orono, Maine, 2003.

RELEVANT EXPERIENCE

2005 – Present, James W. Sewall Company

Project Engineer

Transportation and traffic engineering consultant for clients in the public and private sectors. Work assignments have included multimodal transportation design, transportation studies and planning services, traffic circulation studies, travel demand modeling and analysis, and traffic signal systems design, operation, and optimization.

2000 – 2005, Bangor Area Comprehensive Transportation System

Transportation Planning Engineer and Bicycle-Pedestrian Coordinator

Planned, scoped, developed cost estimates, and coordinated funding for multimodal transportation improvements in a metropolitan planning organization (MPO) serving 59,000 people in ten municipalities. Assisted municipal staff with engineering design, traffic operations, estimating, and contractor selection as needed and requested. Created a regional GIS-based pedestrian and bicycle facilities inventory and crash history database for the metropolitan region. Served as project manager for the first two in-pavement crosswalk lighting demonstration projects installed in Maine.

1997 – 2000, Maine Department of Transportation

Assistant Engineer and Project Manager, Highway Design Division

Designed rural highways, pavements, and drainage systems. Developed detailed cost estimates and construction documents for bidding contracts. Cross-trained in highway construction engineering and inspection on Route 9 in Wesley, Maine. Established and monitored project milestones, performance standards, work schedules, and budgets for multidisciplinary work teams on highway design projects from initial funding approval through construction hand-off. Facilitated public meetings and delivered formal and informal presentations as needed to communicate project goals, report progress, and respond to internal and external feedback and concerns.

Additional Work Experience

Ms. Duchesne previously worked in geotechnical and environmental engineering positions. Her assignments have included soils analysis, frost penetration modeling, internal and external stresses on retaining walls, permitting and inspection for landfill closures, secondary wastewater treatment analysis, and solid waste studies. In 1996 she received the Graduate Teaching Award from the College of Engineering at the University of Maine. Prior to earning her engineering degrees, Ms. Duchesne held positions as a special projects manager for a career development agency, as sole proprietor of a technical translation and abstracting business, and as a senior staff officer (GS-13) for the U.S. Department of Defense. She currently serves as a Commander (O-5) in the Navy Reserve.

COMMUNITY INVOLVEMENT

Board of Directors, Penobscot Valley Chapter of Maine Audubon, 1992-present;
Chapter President, 2004-2007.
Board of Directors, Bicycle Coalition of Maine, 2002-2006.
Board of Directors, Bangor Region Partners for Health, 2003-2005.
Steering Committee, Bangor Region Wellness Council, 2002-2005.
Steering Committee, Caribou Bog-Penjajawoc Project (a regional initiative to acquire at least 20 contiguous miles of greenway corridor for conservation and recreational uses), 2002-2005.
Board of Trustees, Maine Audubon Society, 1994-2000.
Community Development Committee and Recycling Committee, Town of Clifton, Maine, 1990-1996.

LAWRENCE R. BILLINGS, P.E.
Senior Transmission Engineer

SGC ENGINEERING, LLC
- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

Offices - Westbrook & Orono, Maine
South Burlington, Vermont

Academic Background

A.S. Electrical Engineering Technology
University of Maine - 1969

B.S. Electrical Engineering Technology
University of Maine - 1975

Continuing Education – Skills of Utility Management

Maine DEP
Erosion and Sediment Control

Professional Registrations

Professional Engineer
Maine - #8407

Professional Affiliations

National Society of Professional Engineers (NSPE)

Maine Society of Professional Engineers (MSPE)

Institute of Electrical and Electronic Engineers (IEEE)

INTRODUCTION

Mr. Billings is a Senior Transmission Engineer with over 30 years of experience associated with transmission and distribution design, construction services and electric utility operation and planning. Mr. Billings has had overall management and project experience related to owning a Line Construction company for over thirteen years as well as responsibility for several utility transmission and distribution line construction projects that included conceptual planning, project development, design, procurement, scheduling, construction and cost control. He has extensive management oversight experience for transmission line right of way corridor selection, procurement, and customized agreements as well as railroad, water and other utility line crossing designs and permitting.

Mr. Billings also has current experience in all aspects of shoreland zone permitting with DEP and Corp of Engineers involving ocean pier engineering, design, and construction and currently holds a US Coast Guard Master Captain's License.

Mr. Billings has managed the development, procurement, integration and implementation of a Geographical Information System (GIS) for a major utility.

Mr. Billings is recognized for his strong adherence to safety and compliance with all utility and governmental regulations as well as the ability to work well as a team member and has proven technical and interpersonal communications skills. His participation and direct management in many diverse utility projects is representative of his ability to understand other client's objectives and help them obtain satisfactory completion of those objectives.

PROFESSIONAL EXPERIENCE

- 115kV Transmission line – 4 miles of "H" frame: Lead engineer on this new 115KV transmission line and was directly responsible for the engineering, design, material procurement, right of way clearing, structure staking, daily inspection for all construction, environmental compliance and safety.

- 115kV New Single pole and "H" frame and New 46kV single pole: Served as project manager for multiple 115kV and 46kV transmission projects. Overall management responsibility included, right of way corridor selection, acquisition and clearing, material procurement, project scheduling, construction, cost containment, safety, and environmental compliance.

REPRESENTATIVE PROJECTS (continued)

- 115kV Transmission line – Fast Track Design & Construction: Directly supervised the complete new construction of nine miles of 115kV line, after the 1998 ice storm, including, contractor selection, removal of old line, cost estimate, structure staking, material procurement and staging, construction and inspection in 29 days.

- 115kV Transmission line – existing 1955 "H" frame rebuild: Directly responsible for the design, contract writing, bidding, contractor selection, right of way environmental compliance and review for the rebuild of 25 miles of 115KV reconstruction to new taller poles, arms and hardware.

- 115kV Transmission line – 23 miles of Alternative Pole Design: Overall management responsibility for route selection and right of way acquisition for electric utilities first single pole 115kV transmission line. Responsibility also included project scheduling, material procurement, bidding and bid selection, land clearing, construction, including both OPGW and ADSS fiber optic cable, project cost control, environmental compliance, safety and the overall coordination of two construction groups working on the project simultaneously

- 345kV and 115kV Transmission lines - Various structures: Overall responsibility for planned and un-planned execution of maintenance change out of poles and arms.

- Transmission and Distribution Maintenance – 46 – 115 – 34kV: Overall responsibility for ongoing maintenance of transmission and distribution line facilities including vegetation control, erosion control, periodic aerial inspection patrols, infrared scans, and structure testing for integrity of poles and arms.

- Submarine Cable Installation: Overall responsibility for the route selection, contracting and installation of a 2 mile, 34.5kV submarine cable at Deer Isle, Maine

- Geographic Information System: Directly managed the development, implementation, and operation of Bangor Fiber Company, LLC and served as its Vice President and General Manager. Worked with multiple legal firms, gave testimony at the Public Utility Commission, formulated and executed operating and lease agreements, and managed the engineering, design, cost estimates, procurement and installation of over 50 miles of both OPGW and ADSS dark fiber optic cable on both transmission and distribution lines.

JASON T. FITZGERALD
Electrical Engineer

SGC ENGINEERING, LLC
- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

Offices - Westbrook & Orono, Maine
South Burlington, Vermont

Academic Background

B.S. Electrical Engineering Technology
University of Maine-2006

A.A.S. Electrical and Automation Technology
Eastern Maine Community College

Professional Registrations

Passed State of Maine Journeyman's Electrician Exam

Professional Affiliations

IEEE Member

INTRODUCTION

Mr. FitzGerald is an electrical engineer and a recent graduate of the University of Maine. He gained relevant experience as an electrical engineering intern and as a laboratory technician while attending the university. During his tenure at SGC, Mr. FitzGerald has participated in several projects during the design phase. His involvement has consisted of substation facility layout, industrial plant layouts, and equipment specification. He has specific experience in the following areas:

- Industrial projects: Device protection, panel layouts, equipment specification.
- Substation Design Engineering: Experience in substation and control house layout, protective relaying elementaries and wiring.
- Transmission and Distribution projects: Line and structure digitization, and modeling based on existing plan and profile information.

REPRESENTATIVE PROJECTS

- Kennebunk Light & Power District: Provided design and drafting support for construction of 115kV to 12.5kV substation in West Kennebunk, Maine including:
  - Site orientation
  - Substation equipment/steel location
  - Control house layout
  - Ground-grid design
  - Protection & Controls package

- Vermont Transco, LLC (VELCO): Provided design/drafting support for Y25 transformer replacement in Bennington, Vermont as follows:
  - Drafting of new and spare transformer locations
  - Assisted with new control panel layout
  - Developed one-line, three-line, DC elementaries, and wiring diagrams for new transformer and associated protection and control schemes, as well as SCADA system updates

  - Eastern Maine Electric Co-op: Generated one-line drawings of EMEC installations in AutoCAD, replacing hand-drafted drawings, to facilitate future changes to power system

- IEA/Beaird Co: Provided support in equipment specification, and panel layout for evaporative distiller installation
  - Equipment specification, including junction boxes, operators, conductor, fittings, and terminals in accordance with NEC/IEC standards
  - Panel layout
  - Generation of wiring diagrams, panel layouts, and connection details in AutoCAD

OTHER EXPERIENCE

- Engineering Intern:
  - Performed troubleshooting and repair of various electrical problems
  - Developed new part-check program for machine PLCs
  - Improved PLC programs to increase efficiency and decrease defective part output in accordance with lean manufacturing guidelines

- Laboratory Technician:
  - Developed new modular Allen-Bradley SLC 500 PLC lab trainer stations
  - Designed, installed, and configured lab trainer stations consisting of inputs/outputs, and sensors
  - Setup communication with various Allen-Bradley DC and variable speed drives using Remote
  - I/O and Allen-Bradley PLC 5 system
  - Created laboratory activities for students
  - Maintained PLCs and associated systems

THOMAS M. HENAGHEN, P.E.
Senior Civil Engineer

SGC ENGINEERING, LLC
- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

Offices - Westbrook & Orono, Maine
South Burlington, Vermont

Academic Background

Bachelor of Science
Civil Engineering
Clarkson University, 1996

OSHA 10-hour Construction Safety & Health Training

Professional Registrations

Professional Engineer
Massachusetts - #45045

Professional Affiliations

Society of American Military Engineers

American Society for Testing and Materials

INTRODUCTION

As a Senior Civil Engineer for SGC Engineering, LLC, Mr. Henaghen is responsible for the design, computation, and preparation of plans, specifications, and engineering reports for civil engineering projects. He has particular experience in the areas of: site planning and design, development feasibility and due diligence studies, stormwater analysis and design of best management practices, subdivision layout, roadway design, utility design and coordination, state, local and federal permitting. Mr. Henaghen has advanced proficiency in both HydroCAD Stormwater Modeling Software and AutoCAD Land Development packages.

Mr. Henaghen is a registered professional engineer with over 12 years of consulting experience. He has significant experience in the planning, design and permitting of site development projects including residential, commercial and industrial facilities.

REPRESENTATIVE PROJECTS

- Stetson II Wind Farm Project: Project Lead responsible for coordinating the electrical design of the 34.5kV collector system for this 17 turbine wind farm development. Responsible for coordinating with the developer and other project consultants to complete the permitting for this project.

- Stetson Substation Design: Engineer responsible for the preparation of the civil/structural design plans and specifications associated with the construction of this substation. Design included foundations, grading, stormwater management, oil containment and fencing. Project required planning for the future expansion of the substation to accommodate the Stetson II Wind Farm in the future. Provided construction administration services during construction including review of shop drawings and responding to RFIs.

- Rollins Substation: Provided civil support with regards to the geometric layout, grading, stormwater management and oil containment associated with the construction of this 34.5/115kV substation required to support the Rollins Wind Farm project.

- Hancock Substation: Design engineer responsible for the preparation of the civil design plans to support the permitting of this fast track design-build project. Design included geometric layout, grading, stormwater management and fencing and coordination with others for survey and foundation design. The project required Site Plan Review and a new driveway permit from the New Hampshire Department of Transportation.

REPRESENTATIVE PROJECTS (continued)

- Weathervane Village and Weathervane Golf Course, MA: Responsible for the site design and permitting for the expansion of this on-going project to include 31 additional housing units and extension of the golf course from a par 32 to a par 36 layout
- Meredith Way Residential Development, MA: Responsible for site design and permitting for this residential cluster development in Weymouth, MA. The development was designed to avoid impacts to three vernal pools and their associated habitat. In addition, the stormwater management system was designed to mitigate existing drainage problems identified by abutters. The project also included an Environmental Assessment of impacted fill material on the property.
- Cook Estate Age-Restricted, Mixed-Income Residential Development, Cohasset, MA: Preparation of a feasibility and master plan study for a 45-unit cluster development on a 28-acre site in Cohasset, MA; master plan minimized off-site and environmental impacts while creating a quaint, New England coastal mixed-income development consistent with the intent of the Cohasset planning staff
- Westwood Housing Development Study, Westwood, MA: Assisted the Owner to assess the development potential for multi-family residential development of a 28-acre parcel in Westwood, MA; completed four concept layouts with various densities and products to include single family detached, duplex/triplex, town houses and 4-story flats
- Wrentham Town Center Multi-Use Development Study, Wrentham, MA: Assisted nationally based developer to assess the site suitability and potential for housing development on this 75-acre DEP-listed former industrial site; included preparation of over ten mixed-use and residential development schemes, site development cost estimates and phasing plans
- Stonewood Realty Trust, MA: Design and permitting of a 15,000 square foot commercial building project
- Lawrence Airport Industrial Park, MA: Preparation and filing of various Federal Aviation Administration (FAA) documents required to obtain a land release from the FAA to allow for the development of an industrial park on airport-owned property.

James Logan

EDUCATION:

Bachelor of Science, May 1985
University of Maine, Orono, Maine
Program: Natural Resources – Land Use Planning

Rutgers – The State University of New Jersey, 1979-1983
Program: Environmental Science – Water Resources

WORK EXPERIENCE:

July 1987 - Present
Consulting Soil Scientist and Site Evaluator. Albert Frick Associates, Inc. Gorham, Maine.
Professional associate in small consulting firm that produces high-intensity soil maps, subsurface wastewater disposal system designs, environmental studies, and subdivision planning with regard to soil utilization.

March 1986 - June 1987
Research Technician II. University of Maine at Orono. Department of Plant & Soil Sciences.
Responsible for soil site-disturbance study assessing the effects of paper industry cultural practices on the chemical components of soils and groundwater quality.

May 1985 - March 1986
Biologic Aide. Soil Conservation Service. U.S. Dept. of Agriculture
Compilation and construction of soil maps for Cooperative Soil Survey (Knox-Lincoln, Hancock, and Oxford counties), using aerial photos and field observation.

September 1984 - May 1985
Research Assistant. Soil & Water Resources Center. University of Maine at Orono.
Acid deposition studies with regard to soil properties, including in-depth chemical laboratory analysis.

July 1981 - December 1981
Compliance Investigator. New Jersey Department of Environmental Protection.
Had enforcement responsibility for state and federal discharge permits for treatment facilities, also including flood control, stream encroachment and sludge application.

January 1981 - July 1981 **Staff Scientist. ECOL Science Environmental Consulting Group**
Preparation and presentation of Environmental Impact Statements, Comprehensive Plans, and other environmental documents for private and public-sector organizations.

1980 – 1981. **Environmental Compliance Investigator, New Jersey Department of Environmental Protection**.
Inspected municipal wastewater treatment facilities for compliance with state and federal regulatory programs.

PUBLICATIONS: **An Investigation into the Effects of Site Disturbance on the Mobilization of Accumulated Trace Metals from Forest Floors and the Implications for Groundwater Quality**. Land & Water Resources Center, University of Maine (October, 1987).

PROFESSIONAL AFFIL1ATIONS AND ORGANIZATIONS:

Maine Certified Soil Scientist #213
Maine Licensed Site Evaluator #237
Maine Association of Professional Soil Scientists, past Vice-President
Maine Associates of Site Evaluators (Secretary, 1991-1992), present
MASE Technical Review Committee, Chairman
Soil Conservation Society of America, Pine Tree Chapter member.
Co-chair of Subcommittee on Design, Soils and Site Conditions for Task Force on Review of Maine Subsurface Wastewater Disposal Rules (2006-present)

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR
Lakeville Shores, Inc.
Its successors and assigns
P.O. Box 96
40 Route 168
Winn, ME 04495

LESSEE
Stetson Wind II, LLC
c/o UPC Wind Management, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), hereby lease to the Lessee a portion of the Property to be determined by Lesssee with the reasonable consent of Lessors (the "Leased Land"), together with the wind resource over the entirety of the Property, and hereby grant to Lessee over the Property the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said Leased Land, including the rights-of-way and other interests over the Property, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessors hereby agree to grant an additional right-of-way either to the Lessee or to the public utility at no cost to the Lessee.

At such time as the legal description for the Leased Land has been determined, the parties agree to execute an amendment to this Memorandum of Lease evidencing the legal description describing the Leased Land which shall be recorded in the official records of Washington County, Maine at Lessee's expense.

TERM OF LEASE: Lease shall be for an initial term of twenty (20) years and shall commence on the Effective Date.

EXTENSION TERM: The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

RIGHTS UPON SALE: Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way.

NON-INTERFERENCE Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property.

DATED at Millinocket, Maine this ____ day of November, 2007.

Herbert C Haynes
Lessor

STATE OF MAINE)
) ss.:
COUNTY OF PENOBSCOT)

On this 7th day of ~~November~~ December, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert C. Haynes, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Notary Public
Dean A. Beaupain
Attorney at Law

Washington

Doc#: 15152
Bk: 2961 Pg: 150

DEED OF SALE BY CO-PERSONAL REPRESENTATIVES (TESTATE)

JOHN M. WEBBER of Bangor, Penobscot County, Maine, not individually, but solely in his capacity as duly appointed and acting **CO-PERSONAL REPRESENTATIVE** of the **ESTATE OF G. PEIRCE WEBBER**, deceased, and **BANGOR SAVINGS BANK**, a Maine banking corporation having a place of business in said Bangor, not individually, but solely in its capacity as duly appointed and acting **CO-PERSONAL REPRESENTATIVE** of the **ESTATE OF G. PEIRCE WEBBER**, deceased (testate), as shown by the probate records of Penobscot County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants, to the following Grantees, said Estate's in common and undivided interests in and to the land, together with all improvements thereon situated in **Piscataquis, Penobscot, Hancock, Washington and Aroostook Counties, Maine,** more particularly bounded and described in Exhibit A attached hereto and hereby incorporated by reference:

TRANSFER TAX PAID

PRENTISS & CARLISLE COMPANY, INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

McCRILLIS TIMBERLAND, LLC, a Delaware limited liability company, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

GREENTREES INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***100/2400*** interest in common and undivided;

ANDRE EMERSON CUSHING CORPORATION, a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***50/2400*** interest in common and undivided;

3096152 NOVA SCOTIA COMPANY, a Nova Scotia corporation with a mailing address of 1255, 98th Street, St-Georges (Quebec), Canada, G5Y 8J5, a **720/2400** interest in common and undivided; and

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H.C. HAYNES, INC., a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495, a **960/2400** interest in common and undivided.:

This deed is executed in six (6) originals to be recorded in the Piscataquis, Penobscot, Hancock, Washington and Aroostook (Southern and Northern Divisions) Counties Registries of Deeds.

Reference is made to the deed from John M. Webber, Co-Personal Representative of the Estate of G. Peirce Webber *et al*, to Steven E. Spetnagel, of substantially even or near date herewith and to be recorded in the Washington County Registry of Deeds.

TOWNSHIP 8, RANGE 4, N.B.P.P.

A 1,156,417/10,000,000 in common and undivided interest in and to the following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

Doc#: 15153
Bk: 2961 Ps: 208

QUITCLAIM DEED WITH COVENANT

JOHN M. WEBBER of Bangor, Penobscot County, Maine, for consideration paid, grants, with QUITCLAIM COVENANT, to the following Grantees, his in common and undivided interests in and to the land, together with all improvements thereon situated in **Piscataquis, Penobscot, Hancock, Washington and Aroostook Counties, Maine**, more particularly bounded and described in Exhibit A attached hereto and hereby incorporated by reference:

PRENTISS & CARLISLE COMPANY, INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

McCRILLIS TIMBERLAND, LLC, a Delaware limited liability company, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

GREENTREES INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***100/2400*** interest in common and undivided;

ANDRE EMERSON CUSHING CORPORATION, a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***50/2400*** interest in common and undivided;

3096152 NOVA SCOTIA COMPANY, a Nova Scotia corporation with a mailing address of 1255, 98th Street, St-Georges (Quebec), Canada, G5Y 8J5, a **720/2400** interest in common and undivided; and

H.C. HAYNES, INC., a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495, a **960/2400** interest in common and undivided.:

This deed is executed in six (6) originals to be recorded in the Piscataquis, Penobscot, Hancock, Washington and Aroostook (Southern and Northern Divisions) Counties Registries of Deeds.

IN WITNESS WHEREOF, John M. Webber has hereunto set his hand and seal this 23 day of December 2004.

Witness:

John M. Webber

TRANSFER TAX PAID

S:\w\Webber, Estate of G Peirce\Contract\Deeds\deed John Webber to P & C et al.doc

Received 12/23/2004 by Registry.

19. Lease to Juanita M. and George A. Smith, dated August 1, 1978, and recorded in said Registry in Book 1119, Page 200.

20. Lease and Option to Purchase given by G. Peirce Webber *et al*, to Stanley J. Leen, dated September 25, 1968, and recorded on February 26, 1988 in the Washington County Registry of Deeds in Book 1496, Page 222.

21. Maine Land Use Regulation Commission ("LURC") Subdivision Permit, Big Lake Section, Lot 23, 34-A, 39-A, Lot 13, Grand Lake East, S. Section, recorded in said Registry in Book 1305, Page 40.

22. LURC Certificate of Compliance, dated February 14, 1991, and recorded in the Washington County Registry of Deeds in Book 1686, Page 46.

23. Easement granted by G. Peirce Webber *et al*, to Georgia Pacific Resins, Inc., dated September 18, 1995, and recorded in said Registry in Book 2037, Page 175.

24. Cross Release Deed and Boundary Line Agreement among Jerold A. Hamza and John M. Webber *et al*, dated March 3, 2003, and recorded in the Washington County Registry of Deeds in Book 2740, Page 318.

25. Easement for an electric distribution line granted by Webber *et al*, to Eastern Maine Electric and New England Telephone, dated April 28, 2003, and recorded in said Registry in Book 2740, Page 337.

26. LURC Advisory Ruling AR-03-029, dated January 12, 2004, and recorded in Washington County Registry of Deeds in Book 2842, Page 175.

THE STRIP NORTH OF TOWNSHIP 6 N.D.

A 1,266,258/20,000,000 in common and undivided interest in and to the following described property, situate in the Strip North of Township 6 N.D., Washington County, Maine, more particularly bounded and described as follows:

A certain tract of land commonly called the Gore and now known as the strip north of Township 6 north division, more particularly bounded and described as follows:

Bounded easterly by Hinckley Township, northerly by Township 6, Range 1 and southerly and westerly by Grand Lake.

TOWNSHIP 8, RANGE 4, N.B.P.P.

A 1,767,892/20,000,000 in common and undivided interest in and to the following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

Doc#: 15154
Bk: 2961 Pg: 276

QUITCLAIM DEED WITH COVENANT

STEVEN E. SPETNAGEL of Alpharetta, Georgia, for consideration paid, grants, with QUITCLAIM COVENANT, to the following Grantees, his in common and undivided interests in and to the land, together with all improvements thereon situated in **Piscataquis, Penobscot, Hancock, Washington and Aroostook Counties, Maine,** more particularly bounded and described in Exhibit A attached hereto and hereby incorporated by reference:

PRENTISS & CARLISLE COMPANY, INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

McCRILLIS TIMBERLAND, LLC, a Delaware limited liability company, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***285/2400*** interest in common and undivided;

TRANSFER TAX PAID

GREENTREES INC., a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***100/2400*** interest in common and undivided;

ANDRE EMERSON CUSHING CORPORATION, a Maine corporation, having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, a ***50/2400*** interest in common and undivided;

3096152 NOVA SCOTIA COMPANY, a Nova Scotia corporation with a mailing address of 1255, 98th Street, St-Georges (Quebec), Canada, G5Y 8J5, a **720/2400** interest in common and undivided; and

H.C. HAYNES, INC., a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495, a **960/2400** interest in common and undivided.:

This deed is executed in six (6) originals to be recorded in the Piscataquis, Penobscot, Hancock, Washington and Aroostook (Southern and Northern Divisions) Counties Registries of Deeds.

Received 12/24/2004 by Registry

Certain lots or parcels of land located in WASHINGTON COUNTY, MAINE, more particularly bounded and described as follows.

COOPER (Webber)

A 1,223,107/20,000,000 in common and undivided interest in and to the following described property, situate in Cooper, Washington County, Maine, more particularly bounded and described as follows:

Palmeter and Sadler lot, and bounded on the north by the county road; on the east by William Frost lot; on the south by Mary Love and Burbanks lots; and on the west by the Collis lot, all so-called, EXCEPTING easements granted to Dennys River Electric Cooperative.

Also, the Elmore Henderson wildland, bounded on the north by the William Frost lot; on the east by the town line of Meddybemps; on the south by Palmeter and Hitchens lot; and on the west by E. G. Henderson and Burbank lots, all so-called.

Also, the Burbank home lot, bounded north by Palmeter and Sadler lot, on the east by the Elmore Henderson wildland; on the south by Oscar Dodge and L. Clark lots, and on the west by Mary Love lot, all so-called.

Also one other certain lot or parcel of land situated in said town of Cooper, commonly known as the Palmeter and Hitchens Lot, bounded and described on the north by the town line of Meddybemps; on the south by land now or formerly of Seaboard Paper Company; on the east by Dennys River; and on the west by E. G. Henderson lot, all so-called.

EXCEPTING the interest conveyed by Charles J. Webber *et al*, to New England Telephone and Telegraph Company, by deed dated October 8, 1956, and recorded in the Washington County Registry of Deeds in Book 542, Page 114.

The above-described property is SUBJECT TO an easement given by C. J. Webber to New England Telephone and Telegraph Company, dated October 8, 1956, and recorded in the Washington County Registry of Deeds in Book 542, Page 114.

TOWNSHIP 8, RANGE 4, N.B.P.P.

A 1,380,944/20,000,000 in common and undivided interest in and to the following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

Doc#: 15280
Bk: 2963 Pg: 233

QUIT-CLAIM DEED WITH COVENANT

H. C. HAYNES, INC., a/k/a Herbert C. Haynes, Inc., a Maine corporation with a mailing address of P.O. Box 96, Winn, Maine, 04495, for consideration paid, grants to LAKEVILLE SHORES, INC., a Maine corporation with a mailing address of P.O. Box 96, Winn, Maine, 04495, with quit-claim covenants, the land, together with any improvements thereon, situated in Piscataquis, Penobscot, Hancock, Washington and Aroostook Counties, State of Maine, more particularly bounded and described in Exhibit A attached hereto and incorporated herein by reference.

For Grantor's source of title, see deeds of:

1. John M. Webber, not individually, but solely in his capacity as duly appointed and acting co-personal representative of the Estate of G. Peirce Webber and Bangor Savings Bank, not individually, but solely in its capacity as duly appointed and acting co-personal representative of the Estate of G. Peirce Webber, to Prentiss & Carlisle Company, Inc., McCrillis Timberland, LLC, Greentrees Inc., Andre Emerson Cushing Corporation, 3096152 Nova Scotia Company and H. C. Haynes, Inc., dated December 23, 2004 and recorded in the Piscataquis, Penobscot, Hancock, Washington and Aroostook (Southern and Northern Divisions) Counties Registries of Deeds.

2. John M. Webber to Prentiss & Carlisle Company, Inc., McCrillis Timberland, LLC, Greentrees Inc., Andre Emerson Cushing Corporation, 3096152 Nova Scotia Company and H. C. Haynes, Inc., dated December 23, 2004 and recorded in the Piscataquis, Penobscot, Hancock, Washington and Aroostook (Southern and Northern Divisions) Counties Registries of Deeds.

8/2109 - 00001285

Washington

19. Lease to Juanita M. and George A. Smith, dated August 1, 1978, and recorded in said Registry in Book 1119, Page 200.

20. Lease and Option to Purchase given by G. Peirce Webber *et al*, to Stanley J. Leen, dated September 25, 1968, and recorded on February 26, 1988 in the Washington County Registry of Deeds in Book 1496, Page 222.

21. Maine Land Use Regulation Commission ("LURC") Subdivision Permit, Big Lake Section, Lot 23, 34-A, 39-A, Lot 13, Grand Lake East, S. Section, recorded in said Registry in Book 1305, Page 40.

22. LURC Certificate of Compliance, dated February 14, 1991, and recorded in the Washington County Registry of Deeds in Book 1686, Page 46.

23. Easement granted by G. Peirce Webber *et al*, to Georgia Pacific Resins, Inc., dated September 18, 1995, and recorded in said Registry in Book 2037, Page 175.

24. Cross Release Deed and Boundary Line Agreement among Jerold A. Hamza and John M. Webber *et al*, dated March 3, 2003, and recorded in the Washington County Registry of Deeds in Book 2740, Page 318.

25. Easement for an electric distribution line granted by Webber *et al*, to Eastern Maine Electric and New England Telephone, dated April 28, 2003, and recorded in said Registry in Book 2740, Page 337.

26. LURC Advisory Ruling AR-03-029, dated January 12, 2004, and recorded in Washington County Registry of Deeds in Book 2842, Page 175.

THE STRIP NORTH OF TOWNSHIP 6 N.D.

A 2,056,525/20,000,000 in common and undivided interest in and to the following described property, situate in the Strip North of Township 6 N.D., Washington County, Maine, more particularly bounded and described as follows:

A certain tract of land commonly called the Gore and now known as the strip north of Township 6 north division, more particularly bounded and described as follows:

Bounded easterly by Hinckley Township, northerly by Township 6, Range 1 and southerly and westerly by Grand Lake.

TOWNSHIP 8, RANGE 4, N.B.P.P.

A 5,461,670/20,000,000 in common and undivided interest in and to the following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

Doc#: 10623
Bk: 3188 Pg: 38

TRUSTEE'S DEED

BRENT R. SLATER, in his capacity as Trustee of BSQIEAT Trust, having a mailing address of 23 Water Street, Bangor, Maine, by the power conferred by law, and every other power, for consideration paid, grants to **LAKEVILLE SHORES, INC.**, a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495, all right title and interest in and to the fractional interests of Grantor in lands in **Washington County, Maine** described in the deed from Prentiss & Carlisle Management Company, Inc., as Successor Trustee to Fleet Bank of Maine, effective, June 30, 1992, under Indenture of Trust entered into with Charles P. Webber dated March 1, 1971 for the benefit of Diane Webber Wallace to Brent R. Slater, et al., dated August 1, 2006, and recorded in the Washington County Registry of Deeds in Book 3173, Page 272.

NO TRANSFER TAX PAID

The premises hereby conveyed are conveyed subject to and/or with the benefit of:

a. Any rights of way and easements, including, without limitation, utility easements, on record in the Washington County Registry of Deeds which may affect the premises hereby conveyed.

b. All easements, conditions and restrictions of record including, but not limited to, any and all conditions, restrictions easements, and reservations in the deed from Prentiss & Carlisle Management Company, Inc., as Successor Trustee to Fleet Bank of Maine, effective, June 30, 1992, under Indenture of Trust entered into with Charles P. Webber dated March 1, 1971 for the benefit of Diane Webber Wallace to

Brent R. Slater, et al., dated August 1, 2006, and recorded in the Washington County Registry of Deeds in Book 3173, Page 272.

Grantee acknowledges that the premises are taxed under the provisions of the Tree Growth Tax Law.

This deed shall be construed according to the laws of the State of Maine.

This conveyance is made TOGETHER WITH an assignment hereby of the Grantor's in common and undivided interests in any and all leases which may be located on any portion of the above-described premises, and includes the Grantor's pro-rata share of all rentals due thereunder

IN WITNESS WHEREOF, Brent R. Slater, in his aforesaid capacity as Trustee has caused this deed to be signed as an instrument under seal, as of this 30th day of August, 2006.

WITNESS:

Trustee of BSQIEAT Trust

_____

By: _____
Brent R. Slater, Trustee
Duly Authorized

STATE OF MAINE
COUNTY OF PENOBSCOT

August 30, 2006

Then personally appeared the above-named Brent R. Slater in his aforesaid capacity, and acknowledged the foregoing to be his free act and deed in said capacity.

Before me, _____
Notary Public/~~Attorney-at-Law~~

Printed Name: _____

JEAN M. ST. PIERRE
State of Maine • Notary Public
My commission expires April 13, 2007

Received
Recorded Register of Deeds
Sep 05,2006 10:12:17A
Washington County
Sharon D. Strout

Wash.
1.25.06 (3d)

QUITCLAIM DEED WITH COVENANT

3096152 NOVA SCOTIA COMPANY, a Nova Scotia corporation with a mailing address of 1255 98th Street, St-Georges (Quebec), Canada, G5Y 8J5, for consideration paid, grants with Quitclaim Covenant, to **LAKEVILLE SHORES, INC.**, a Maine corporation having a mailing address of P.O. Box 96, Winn, Maine 04495 the in common and undivided fractional interests of Grantor in land in Washington County, Maine described on Exhibit A attached hereto.

Doc#: 3105 Bk: 910 Pg: 49

IN WITNESS WHEREOF, 3096152 Nova Scotia Company has caused this instrument to be signed in its corporate name as an instrument under seal, by Danny Dufour, its President, hereunto duly authorized, this 25 day of January, 2006.

WITNESS:

3096152 NOVA SCOTIA COMPANY

By: _____
Danny Dufour
Its President
Hereunto Duly Authorized

TRANSFER TAX PAID

PROVINCE OF QUEBEC CANADA
BEAUCE COUNTY

January 25, 2006

Then personally appeared the above-named Danny Dufour in his aforesaid capacity, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said 3096152 Nova Scotia Company.

Before me,

SEAL

_____
Print Name: André Poirier

Notary authorized to perform notarial acts in Quebec

47131/48102/54047.RE

Bounded easterly by Hinckley Township, northerly by Township 6, Range 1 and southerly and westerly by Grand Lake.

TOWNSHIP 8, RANGE 4, N.B.P.P.

A 5,461,670/20,000,000 in common and undivided interest in and to the following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

Washington – 12-4-06
Webber to LSI

Doc#: 15325
Bk: 3229 Pg: 33

PARTITION DEED WITH QUITCLAIM COVENANT

LANGE TIMBER LIMITED LIABILITY COMPANY, a Maine limited liability company, with a place of business at Carlsbad, San Diego County, California;

WEBBER TIMBER, LLC, a Maine limited liability company, with a place of business in New Canaan, Fairfield County, Connecticut;

ANDRE EMERSON CUSHING CORPORATION, a Maine corporation, having a place of business at Bangor, Penobscot County, Maine;

THE CUSHING FAMILY CORPORATION, a Maine corporation having a place of business in Bangor, Penobscot County, Maine;

GREENTREES INC., a Maine corporation having a place of business in Bangor, Maine;

MCCRILLIS TIMBERLAND, LLC, a Delaware limited liability company having a place of business in Bangor, Penobscot County, Maine; and

PRENTISS & CARLISLE COMPANY, INC., a Maine corporation having a place of business in Bangor, Penobscot County, Maine;

TRANSFER TAX PAID

for consideration paid, grant to **LAKEVILLE SHORES, INC.** a Maine corporation having a mailing address of P. O. Box 96, Winn, Maine 04495, with Quitclaim Covenant, their in common and undivided interests in the land, together with the improvements thereon, situated in **Washington County, Maine,** more particularly described in **Exhibit A** attached hereto and made a part hereof, subject, however, to the Permitted Exceptions listed on **Exhibit B** hereto. Without limiting the interests hereby conveyed, **Exhibit C** attached hereto states the Grantors' agreed proportional interests in the parcels being partitioned hereby.

In witness whereof, the Grantors have caused this deed to be signed and sealed in their names by their duly authorized undersigned representatives as of the dates set forth beneath their signatures.

0008/2241

Exhibit A

A certain lot or parcel of land situate in **WASHINGTON COUNTY, MAINE** more particularly bounded and described as follows.

TOWNSHIP 8, RANGE 4, N.B.P.P.

The following described property situate in Township 8, Range 4, N.B.P.P., Washington County, Maine, more particularly bounded and described as follows:

Being Township 8, Range 4 of townships east of the Penobscot River and north of the Lottery Lands, so-called, and being in said Washington County.

EXCEPTING the due proportion of the 960 acres reserved for public uses. Also 6 lots lying east of the Hot Brook Lakes, surveyed by George Herrick in 1848 and known as the Settler's Lots.

Also EXCEPTING 2 other lots adjoining the above-described lots: 1 containing 148 acres, more or less, and the other containing 152 acres, more or less.

Also EXCEPTING Lot A in the plan of said Township 8, Range 4, which contains 91 acres, more or less.

Also EXCEPTING the land described in the deed from Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in the Washington County Registry of Deeds in Book 2246, Page 137.

The above-described property is SUBJECT TO:

1. Easement given by Webber Timberlands to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company, dated August 6, 1969, and recorded in the Washington County Registry of Deeds in Book 679, Page 302.

2. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated April 27, 1972, and recorded in the Washington County Registry of Deeds in Book 752, Page 194.

3. Easement given by G. Peirce Webber, as agent for Webber Timberlands, to the State of Maine, dated September 8, 1978, and recorded in the Washington County Registry of Deeds in Book 1031, Page 182.

4. Rights of way and subdivision restriction recited in the deed from Edward D. Leonard III, Trustee of Land Exchange Trust, to Charles and Eleanor

Webber, Trustees, dated May 29, 1998, and recorded in said Registry in Book 2246, Page 212.

AS TO ALL PARCELS

Also SUBJECT TO the rights to cross and recross of owners in common with John M. Webber reserved in deeds to Edward D. Leonard III, Trustee of Land Exchange Trust, as referred to in the deed of said Trustee to John M. Webber, dated September 29, 2000, and recorded in (i) Book 1280, Page 47 of the Piscataquis County Registry of Deeds, (ii) Book 7488, Page 301 of the Penobscot County Registry of Deeds, (iii) Book 2967, Page 316 of the Hancock County Registry of Deeds, (iv) Book 2463, Page 211 of the Washington County Registry of Deeds, and (v) Book 3443, Page 31 of the Southern Aroostook County Registry of Deeds, SUBJECT TO the terms of said reservations. HEREBY CONVEYING similar rights to cross and recross benefited land of the Grantor created under the deeds from John M. Webber and his co-tenants to said Trustee, which deeds were companions to the aforesaid September 29, 2000 deeds to John M. Webber.

This conveyance is SUBJECT TO and there is EXCEPTED from this conveyance as appropriate, all real estate or rights therein, if any, including without limitation, flowage rights, rights of way, easements, licenses, leases, and permits conveyed of record by the Grantor or Grantor's predecessors in interest and all real estate or rights therein, if any, acquired by the exercise of the power of eminent domain by the State of Maine or any political subdivision thereof or any other quasi-municipal or public utility entity having the power of eminent domain, which may be of record but not specifically referred to herein.

EXCEPTING from this conveyance all rights of the State of Maine in any great ponds, and the property underlying said great ponds, falling in whole or in part within the property herein conveyed.

This conveyance is made TOGETHER WITH an assignment hereby of the Grantor's in common and undivided interests stated above (only) in any and all leases which may be located on any portion of the above-described premises, and includes the Grantor's pro-rata share (based on the above stated fractions) of all rentals due thereunder.

It is the intent of the Grantors to convey to the Grantee and there is hereby conveyed all of Grantors' right, title, and interest in the parcels of land above described, whether or not said interest is specifically described herein and without limited by any fraction or decimal set forth herein, including but not limited to all real property, buildings, flowages, estates, tenements, hereditaments and appurtenances to the premises herein conveyed. Conveyance hereby of all of the Grantors' right, title and interest in the premises is not intended as a limitation of liability under the Grantors' Quitclaim Covenant, but

Verrill Dana LLP
Attorneys at Law

Memorandum

To: Marcia Spencer-Famous, Land Use Regulation Commission

From: Jeffrey T. Selser

Date: November 13, 2008

Re: 20-year land division history: T8R4 NBPP
Stetson Wind II, LLC

In the previous 20 years, the parent parcel in T8R4 NBPP has undergone considerable consolidation, fragmentation, and reconsolidation of interests (see below), but has been divided only twice.

The first division was accomplished in 1998 through Trustee's Deed of Edward D. Leonard, III, Trustee of Land Exchange Trust to Herbert C. Haynes, Inc., dated May 29, 1998, and recorded in Book 2246, Page 137. The second division was accomplished in 2006 through a Land Lease Agreement dated October 12, 2006 by and between Lakeville Shores, Inc. and Evergreen Wind Power V, LLC. Because Stetson Wind II, LLC is leasing the entire ownership of Lakeville Shores, Inc. in T8R4 not covered by existing leases, no new lot is being created and no "subdivision" exists by virtue of the present lease from Lakeville Shores, Inc. to Stetson Wind II, LLC.[1]

The parent parcel in T8R4 NBPP was conveyed to Lakeville Shores, Inc. by the following instruments (each conveying a percentage ownership interest in the parent parcel in T8R4 NBPP).

1. Deed of H.C. Haynes, Inc. to Lakeville Shores, Inc. dated December 30, 2004, and recorded in Book 2963, Page 233 (as to a 2,184,668/20,000,000 in common and undivided interest).

[1] Because no new lot is being created, this memorandum treats the entire ownership as a single parent parcel. However, the Lakeville Shores ownership in T8 R4 is bisected by State Route 169. We have not undertaken an analysis of the ownership interest beneath State Route 169, and have assumed for purposes of this memorandum that the land is owned in fee by Lakeville Shores. It is possible the land is owned in fee by the State of Maine, in which case there would be two parent parcels, and additional divisions of the land on each side of Route 169 may be permitted.

2. Deed of 3096152 Nova Scotia Company to Lakeville Shores, Inc. dated January 25, 2006, and recorded in Book 3105, Page 49 (as to a 1,638,501/20,000,000 in common and undivided interest).

3. Deed of Prentiss & Carlisle Company, Inc., Trustee f/b/o Diane Webber Wallace to Lakeville Shores, Inc. and Brent Slater, Trustee of BSQIEAT Trust dated August 1, 2006, recorded in Book 3173, Page 272 (as to a 400,235/20,000,000 in common and undivided interest).

4. Deed of Brent Slater, Trustee of BSQIEAT Trust to Lakeville Shores, Inc. dated August 30, 2006, and recorded in Book 3188, Page 38 (as to a 400,235/20,000,000 in common and undivided interest).

5. Deed of Lange Timber Limited Liability Company, Webber Timber, LLC, Andre Emerson Cushing Corporation, The Cushing Family Corporation, Greentrees Inc., McCrillis Timberland, LLC, and Prentiss & Carlisle Company, Inc. to Lakeville Shores, Inc. recorded December 18, 2006, in Book 3229, Page 33 (collectively as to a 15,376,361/20,000,000 in common and undivided interest).

Prior to the consolidation of interests into Lakeville Shores, Inc. by the above-referenced deeds, the parent parcel in T8R4 NBPP was held as a single parcel in 10,000,000 common and undivided ownership interests held among numerous parties at various times, but the parent parcel, itself, remained as a single lot.

In addition to the foregoing, there are four existing camp lot leases affecting the parent parcel, all located north of State Route 169. Three of these are located in the northwest quarter of T8 R4 NBPP on Upper and Lower Hot Brook Lakes. The fourth is located in the northeast quarter of the township, on Hawkins Brook. All of these lease are part of a lease program in existence since at least 1965. The recent history of each of these leases is as follows:

Lease No. 040625-0002: This lot (located at the northern end of Upper Hot Brook Lake) is presently leased by Wade Parker. The lease was transferred to Mr. Parker by the prior lessee, Robert Bonner, in 1998. Copies of the current lease with Mr. Parker and a 1987 lease with Mr. Bonner are attached to this memorandum.

Lease No. 040625-0003: This lot (located southerly of Hawkins Brook) is presently leased by Jill Knight. The lease was transferred to Ms. Knight by the prior lessee, Clifford Knight, in 1995. Copies of the lease to Ms. Knight and documentation related to the 1995 transfer of the lease from Mr. Knight are attached to this memorandum. The present landowner is not able to locate the earlier Clifford Knight lease.

Lease No. 040625-0004: This lot (located on the westerly shore of Lower Hot Brook Lake) is presently leased by Teddy Harris. The lease was transferred to Mr. Harris by the prior lessee, Jeff Kinney in 1996. Copies of the lease to Teddy Harris and documentation related to

the 1996 transfer from Jeff Kinney to Teddy Harris are attached to this memorandum. The present landowner is unable to locate the earlier Kinney lease.[2]

Lease No. 040625-0005: This lot (located on Kittery Island) is presently leased by Michele Rinfret, Michael Harris, and Teddy Harris. The lease was transferred to Ms. Rinfret and Messrs. Harris by Peggy Harris in 2008. Ms. Harris acquired the lease interest from Philip Harris. Copies of the current lease, documents related to the transfer of the lease from Ms. Harris to Ms. Rinfret and Messrs. Harris, and the earlier lease to Mr. Harris (and his then-cotenant Theodore Kinney) are attached to this memorandum.

[2] Although copies of the Clifford Knight and Jeff Kinney leases are not available at this time, even if these lots had been created in 1995 and 1996, respectively, subdivision review would not have been triggered under then-existing LURC regulations. The creation of the Knight lot in 1995 would have been the first division of land within a 5-year period. The creation of the Kinney lot would have been the second division within a 5-year period, but the retained land would not have been counted as a lot as it was (and continues to be) used exclusively for forest management purposes. The 1998 division referenced in the second paragraph of this memorandum also would not have triggered subdivision review as both the new lot and the retained land were (and continue to be) used exclusively for forest management purposes.

Lease No. 0406-0002

Prentiss & Carlisle
Management Company Inc. *Timberland Service*
107 COURT STREET • P.O. BOX 637 • BANGOR, MAINE 04402-0637
TELEPHONE 207 942-8295 • FAX 207 942-1488

LEASE

Lease No. 040625-0002

THIS INDENTURE, made this 8th Day of April A.D. 1998 by and between:

Prentiss & Carlisle Management Co., Inc. as Agents for the owners of the Webber Timberlands, each in an individual capacity

as lessor(s) and Wade A. Parker [redacted] as lessee

LOCATION: Lessors hereby lease to the Lessee, and Lessee hereby rents and takes from the Lessor the premises described as follows: Situate in T8 R4 NBPP, Washington County, Maine being Lot 2 located at the Thoroughfare, so-called, and having a frontage of 100 feet, more or less, on Upper Hot Brook Lake, and a depth of 200 feet, more or less. This lot formerly leased to Robert A. Bonner.

TERM: To have and to hold said premises until the first day of June next following the date of this lease, and thereafter from year to year, subject to the right of either party to cancel this lease by notice in writing given at least thirty days prior to any June first.

RENT: The Lessee shall pay the initial sum of $[redacted] to the first day of June next and $[redacted] * annually thereafter during the term of this lease. The annual rent may, at the discretion of the lessor, be adjusted from year to year provided that the Lessor give to the Lessee a notice in writing at least thirty (30) days prior to June first in any year. Rent is payable in advance and is due when billed. PAYMENTS SHALL BE MADE TO:

Webber Timberlands and mailed to **PRENTISS & CARLISLE MANAGEMENT CO., INC., P. O. BOX 637, BANGOR, ME 04402-0637,** on or before June first of current year.

* Lease fee subject to increase in 1999 and subsequent years.

CONDITIONS: The Lessor shall, at any time and in its sole discretion, have the right to make changes or additions to any restrictions, and any such changes or additions, shall, upon written notice to Lessee, become a part of this agreement.

USE: Lessee's use of said premises shall be limited to noncommercial, seasonal and recreational purposes. Such purposes and usage shall not include "principal or year round residential uses." It shall be the sole responsibility of the Lessee to obtain all necessary permits to place, construct or maintain any buildings or improvements on the leased premises. Copies of any applications for such permits shall be sent to Lessor for written approval prior to construction. Lessor reserves the right to terminate this lease in the event Lessee fails to obtain requisite permits or in the event Lessee constructs buildings or improvements which do not conform to the conditions contained on such permits, or which are constructed without Lessor's written consent. In addition, Lessee will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant.

ASSIGNMENT: Lessee shall not sublease, assign or transfer this lease or give or surrender possession of the leased premises or sell or dispose of the buildings thereon to another without the prior written consent of said Lessor.

INDEMNITY: Lessee agrees to defend or cause to be defended and to indemnify and hold the Lessor harmless against any and all claims, suits, damages, or causes of action for damages, and against any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or loss of life sustained on the leased premises or in or about any buildings or other structures, or upon land or property of the Lessor by Lessee or the invitees, guests, employees or agents of Lessee.

DEFAULT: If Lessee shall fail to pay the rent, taxes, or charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this lease, said Lessor shall have the right to terminate this lease after giving thirty (30) days advance notice in writing to said Lessee. If, during said thirty (30) day period the Lessee shall cure his default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies which said Lessor may have at Law.

SURRENDER: Upon termination of this lease for any reason, Lessee shall without demand peaceably leave the premises and deliver said premises to Lessor. Any buildings, improvements, or other personal property constructed or brought upon said premises by the Lessee shall, if not removed from said premises within 60 days after termination of this lease or at such time as mutually agreed upon, for any reason, become the personal property of Lessor.

PROPERTY TAXES: Lessee agrees that all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the leased premises shall be paid and discharged by the Lessee when due and payable.

(a) **CREATION OF LIEN:** If Lessee fails to pay when due, any assessments, taxes, charges, and other impositions and liabilities, together they shall become, with interest and reasonable costs of collection, a continuing lien upon buildings and improvements owned by Lessee.

TIMBER CUTTING: During the term of this lease the Lessor agrees not to cut any trees from the leased premises without the prior notification to the Lessee. No living trees shall be killed or removed except to provide a clearing for the construction of a permitted structure and an access driveway. Branches or living trees may be removed or pruned to improve the view, or for safety purposes, with prior written permission of Lessor.

BUILDINGS AND IMPROVEMENTS: Except for any building or improvement already on the demised premises, Lessee shall not construct or place any permanent building, addition or improvements of any kind, on the leased premises, without prior written consent of Lessor. All such buildings and improvements shall conform to all state and local laws governing such activity. No mobile homes shall be permitted on the premises without the prior express written consent of the Lessor.

ROADS AND UTILITIES: Lessee shall not build any roads or request any public utility to provide electrical, telephone or other services without the prior consent of Lessor. Furthermore, Lessee shall construct no roads upon the leased premises except at Lessee's expense and with written approval of the Lessor as to the design, construction and location of the road. Nothing herein shall imply any duty or obligation upon the Lessor to construct or maintain any roads, paths or trails on the leased premises. It is further agreed that Lessor is under no obligation to provide access to the above described premises.

MISCELLANEOUS: (a) Lessor, its employees, agents, and servants, shall have the right to go onto and pass over the leased premises for any purpose, including inspection of the leased premises during reasonable hours.

(b) Corner posts and survey markers indicating lot boundaries shall not be disturbed in any way. Replacement and/or re-establishment of survey markers or corner posts shall be at the expense of the Lessee.

(c) Whenever leased premises are accessible by automobile, Lessee shall provide an "off-street" parking area, so called, located on the leased premises. If such an area cannot be created, Lessee shall provide alternate parking facilities so that cars are not parked in such a manner as to obstruct any road open to travel.

(d) Lessee shall not interfere with dams, log booms, logging equipment, boats, tools, signs, notices, telephone lines or other property of the Lessor or its agents, employees, or licensees, whether on or off the leased premises; and Lessee shall prevent such interference by any invitees, guests, employees or agents of the Lessee.

(e) Lessee shall use every precaution to prevent damage to the leased premises by fire, vandalism, malicious mischief or otherwise, and shall take all reasonable action to suppress any fire or mischief which may occur and immediately notify the Lessor of any fire or damage.

(f) Lessee shall not at any time or in any way mortgage or otherwise encumber the premises leased from Lessor. However, nothing contained herein shall prevent Lessee form giving a mortgage on buildings and improvements erected by him; provided, however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Lessor hereunder, particularly with reference to termination of this lease and regaining possession of the demised premises at its termination, and any mortgagee or creditor of the Lessee shall be limited to the same rights of the Lessee which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

(g) Outdoor fires are permitted only in full compliance with applicable State and local laws and regulations.

(h) No noxious, dangerous, offensive or noisy activity, nor any activity that may be or become a nuisance to other persons lawfully present on said tract shall be permitted thereon.

(i) The erosion of any soils, stone or sediment into any lake, pond or watercourse shall be prevented. No chemical defoliants, brush killer, residual pesticides or fertilizers shall be used or kept upon said property or any portion thereof, nor any livestock or poultry be kept temporarily or permanently thereon.

(j) Garbage, trash or other solid waste shall be disposed of only in an area selected and maintained for such purpose by a governmental unit or other lawfully authorized entity. No incinerators shall be permitted. No waste or trash shall be thrown into woods or water.

(k) No fences shall be allowed unless approved by Lessor. No signs shall be erected or maintained other than one sign no larger than 6 inches by 24 inches identifying the lot leased.

NOTICES: Any notice to be given by either party hereto under the provisions of this lease shall be given to said party's address as stated herein, or to such other address as a party may so notify the other in writing. Any notice shall have been deemed to have been given when mailed.

SPECIAL PROVISIONS:

WEBBER TIMBERLAND OWNERS

SIGNATURES:

Lessee: X Wade A Parker 4-12-98

Lessors: David M. Carlisle

David M. Carlisle
President

Request of Transfer

Fee Paid GSV

FROM Mar 30, 98

I Robert Bonner would like to transfer my lease - T8R4 NBPP at thoroughfare - to

Wade A. Parker - [redacted]

[redacted]

[redacted]

[redacted]

Location Code
40625-0002

Robert G Bonner

[redacted]

APR 02 1998

REC'D - P&C. GSV

LEASE

PRENTISS & CARLISLE COMPANY, INC.
BANGOR, MAINE

REV 3-20-86 Lease No. 0406200002

THIS INDENTURE, made this 19th Day of June, A.D. 1987 by and between:

Prentiss & Carlisle Co., Inc., as Agents for the owners of the Webber Timberlands, each in an individual capacity

Owner File_____

P. C. File #_____

as lessor(s) and

JUN 25 1987

Robert A. Bonner
[redacted]

lessee

REC'D — P & C

Throw_____ FMIS_____

LOCATION: Lessors hereby lease to the Lessee, and Lessee hereby rents and takes from the Lessor the premises described as follows: Situate in T8 R4 NBPP, Washington County, Maine being Lot #2, a location at the Thoroughfare, so-called, and having a frontage of 100 feet, more or less, on Upper Hot Brook Lake, and a depth of 200 feet, more or less. This lot formerly leased to Claude A. Bonner.

TERM: To have and to hold said premises until the first day of June next following the date of this lease, and thereafter from year to year, subject to the right of either party to cancel this lease by notice in writing given at least thirty days prior to any June first.

RENT: The Lessee shall pay the initial sum of $[redacted] to the first day of June next and $[redacted] annually thereafter during the term of this lease. The annual rent may, at the discretion of the Lessor, be adjusted from year to year provided that the Lessor give to the Lessee a notice in writing at least thirty (30) days prior to June first in any year. Rent is payable in advance and is due when billed. PAYMENTS SHALL BE MADE TO:

Webber Timberlands and mailed to **PRENTISS & CARLISLE CO., INC. P.O. BOX 637, BANGOR, ME 04401,** on or before June first of current year.

* Lease fee subject to increase in 1988 and subsequent years.

CONDITIONS: The Lessor shall, at any time and in its sole discretion, have the right to make changes or additions to any restrictions, and any such changes or additions, shall, upon written notice to Lessee, become a part of this agreement.

USE: Lessee's use of said premises shall be limited to noncommercial, seasonal and recreational purposes. Such purposes and usage shall not include "principal or year round residential uses." It shall be the sole responsibility of the Lessee to obtain all necessary permits to place, construct or maintain any buildings or improvements on the leased premises. Copies of any applications for such permits shall be sent to Lessor for written approval prior to construction. Lessor reserves the right to terminate this lease in the event Lessee fails to obtain requisite permits or in the event Lessee constructs buildings or improvements which do not conform to the conditions contained on such permits, or which are constructed without Lessor's written consent. In addition, Lessee will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant.

ASSIGNMENT: Lessee shall not sublease, assign or transfer this lease or give or surrender possession of the leased premises or sell or dispose of the buildings thereon to another without the prior written consent of said Lessor.

INDEMNITY: Lessee agrees to defend or cause to be defended and to indemnify and hold the Lessor harmless against any and all claims, suits, damages, or causes of action for damages, and against any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or loss of life sustained on the leased premises or in or about any buildings or other structures, or upon land or property of the Lessor by Lessee or the invitees, guests, employees or agents of Lessee.

DEFAULT: If Lessee shall fail to pay the rent, taxes, or charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this lease, said Lessor shall have the right to terminate this lease after giving thirty (30) days advance notice in writing to said Lessee. If, during said thirty (30) day period the Lessee shall cure his default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies which said Lessor may have at Law.

SURRENDER: Upon termination of this lease for any reason, Lessee shall without demand peaceably leave the premises and deliver said premises to Lessor. Any buildings, improvements, or other personal property constructed or brought upon said premises by the Lessee shall, if not removed from said premises within 60 days after termination of this lease or at such time as mutually agreed upon, for any reason, become the personal property of Lessor.

PROPERTY TAXES: Lessee agrees that all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the leased premises shall be paid and discharged by the Lessee when due and payable.

(a) **CREATION OF LIEN:** If Lessee fails to pay when due, any assessments, taxes, charges, and other impositions and liabilities, together they shall become, with interest and reasonable costs of collection, a continuing lien upon buildings and improvements owned by Lessee.

TIMBER CUTTING: During the term of this lease the Lessor agrees not to cut any trees from the leased premises without the prior notification to the Lessee. No living trees shall be killed or removed except to provide a clearing for the construction of a permitted structure and an access driveway. Branches or living trees may be removed or pruned to improve the view, or for safety purposes, with prior written permission of Lessor.

BUILDINGS AND IMPROVEMENTS: Except for any building or improvement already on the demised premises, Lessee shall not construct or place any permanent building, addition or improvements of any kind, on the leased premises, without prior written consent of Lessor. All such buildings and improvements shall conform to all state and local laws governing such activity. No mobile homes shall be permitted on the premises without the prior express written consent of the Lessor.

ROADS AND UTILITIES: Lessee shall not build any roads or request any public utility to provide electrical, telephone or other services without the prior consent of Lessor. Furthermore, Lessee shall construct no roads upon the leased premises except at Lessee's expense and with written approval of the Lessor as to the design, construction and location of the road. Nothing herein shall imply any duty or obligation upon the Lessor to construct or maintain any roads, paths or trails on the leased premises. It is further agreed that Lessor is under no obligation to provide access to the above described premises.

MISCELLANEOUS: (a) Lessor, its employees, agents, and servants, shall have the right to go onto and pass over the leased premises for any purpose, including inspection of the leased premises during reason able hours.

(b) Corner posts and survey markers indicating lot boundaries shall not be disturbed in any way. Replacement and/or re-establishment of survey markers or corner posts shall be at the expense of the Lessee.

(c) Whenever leased premises are accessible by automobile, Lessee shall provide an "off-street" parking area, so called, located on the leased premises. If such an area cannot be created, Lessee shall provide alternate parking facilities so that cars are not parked in such a manner as to obstruct any road open to travel.

(d) Lessee shall not interfere with dams, log booms, logging equipment, boats, tools, signs, notices, telephone lines or other property of the Lessor or its agents, employees, or licensees, whether on or off the leased premises; and Lessee shall prevent such interference by any invitees, guests, employees or agents of the Lessee.

(e) Lessee shall use every precaution to prevent damage to the leased premises by fire, vandalism, malicious mischief or otherwise, and shall take all reasonable action to supress any fire or mischief which may occur and immediately notify the Lessor of any fire or damage.

(f) Lessee shall not at any time or in any way mortgage or otherwise encumber the premises leased from Lessor. However, nothing contained herein shall prevent Lessee from giving a mortgage on buildings and improvements erected by him; provided, however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Lessor hereunder, particularly with reference to termination of this lease and regaining possession of the demised premises at its termination, and any mortgagee or creditor of the Lessee shall be limited to the same rights of the Lessee which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

(g) Outdoor fires are permitted only in full compliance with applicable State and local laws and regulations.

(h) No noxious, dangerous, offensive or noisy activity, nor any activity that may be or become a nuisance to other persons lawfully present on said tract shall be permitted thereon.

(i) The erosion of any soils, stone or sediment into any lake, pond or watercourse shall be prevented. No chemical defoliants, brush killer, residual pesticides or fertilizers shall be used or kept upon said property or any portion thereof, nor any livestock or poultry be kept temporarily or permanently thereon.

(j) Garbage, trash or other solid waste shall be disposed of only in an area selected and maintained for such purpose by a governmental unit or other lawfully authorized entity. No incinerators shall be permitted. No waste or trash shall be thrown into woods or water.

(k) No fences shall be allowed unless approved by Lessor. No signs shall be erected or maintained other than one sign no larger than 6 inches by 24 inches identifying the lot leased.

NOTICES: Any notice to be given by either party hereto under the provisions of this lease shall be given to said party's address as stated herein, or to such other address as a party may so notify the other in writing. Any notice shall have been deemed to have been given when mailed.

SPECIAL PROVISIONS:

SIGNATURES:

Lessee: x Robert G Bonner

Lessors:

WEBBER TIMBERLAND OWNERS

PRENTISS & CARLISLE CO., INC. Agent

By Mark M. Carlisle

Pres.-Treas.

Lease No. 040625-0003

Prentiss & Carlisle
Management Company Inc. *Timberland Service*

107 COURT STREET P.O. BOX 637
BANGOR, MAINE 04402-0637
TELEPHONE 207 942-8295

LEASE

Lease No. 040625-0003

THIS INDENTURE, made this 13th Day of January, A.D.19 95 by and between:

Prentiss & Carlisle Management Co., Inc.,
Agents for the owners of the Webber
Timberlands, each in an individual capacity

as lessor(s) and Jill E. Knight [redacted] as lessee

LOCATION: Lessors hereby lease to the Lessee, and Lessee hereby rents and takes from the Lessor the premises described as follows: Situate in T8 R4 NBPP, Washington County, Maine being Lot #03, a location southerly of Hawkins Brook, to include an area 200 feet, more or less, by 200 feet, more or less. This lot formerly leased to Clifford S. Knight, Jr.

TERM: To have and to hold said premises until the first day of June next following the date of this lease, and thereafter from year to year, subject to the right of either party to cancel this lease by notice in writing given at least thirty days prior to any June first.

RENT: The Lessee shall pay the initial sum of $[redacted] to the first day of June next and $[redacted] annually thereafter during the term of this lease. The annual rent may, at the discretion of the Lessor, be adjusted from year to year provided that the Lessor give to the Lessee a notice in writing at least thirty (30) days prior to June first in any year. Rent is payable in advance and is due when billed. PAYMENTS SHALL BE MADE TO:

Webber Timberlands and mailed to **PRENTISS & CARLISLE MANAGEMENT CO., INC. P.O. BOX 637, BANGOR, ME 04401,** on or before June first of current year.

* Lease fee subject to increase in 1995 and subsequent years.

CONDITIONS: The Lessor shall, at any time and in its sole discretion, have the right to make changes or additions to any restrictions, and any such changes or additions, shall, upon written notice to Lessee, become a part of this agreement.

USE: Lessee's use of said premises shall be limited to noncommercial, seasonal and recreational purposes. Such purposes and usage shall not include "principal or year round residential uses." It shall be the sole responsibility of the Lessee to obtain all necessary permits to place, construct or maintain any buildings or improvements on the leased premises. Copies of any applications for such permits shall be sent to Lessor for written approval prior to construction. Lessor reserves the right to terminate this lease in the event Lessee fails to obtain requisite permits or in the event Lessee constructs buildings or improvements which do not conform to the conditions contained on such permits, or which are constructed without Lessor's written consent. In addition, Lessee will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant.

ASSIGNMENT: Lessee shall not sublease, assign or transfer this lease or give or surrender possession of the leased premises or sell or dispose of the buildings thereon to another without the prior written consent of said Lessor.

INDEMNITY: Lessee agrees to defend or cause to be defended and to indemnify and hold the Lessor harmless against any and all claims, suits, damages, or causes of action for damages, and against any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or loss of life sustained on the leased premises or in or about any buildings or other structures, or upon land or property of the Lessor by Lessee or the invitees, guests, employees or agents of Lessee.

DEFAULT: If Lessee shall fail to pay the rent, taxes, or charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this lease, said Lessor shall have the right to terminate this lease after giving thirty (30) days advance notice in writing to said Lessee. If, during said thirty (30) day period the Lessee shall cure his default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies which said Lessor may have at Law.

SURRENDER: Upon termination of this lease for any reason, Lessee shall without demand peaceably leave the premises and deliver said premises to Lessor. Any buildings, improvements, or other personal property constructed or brought upon said premises by the Lessee shall, if not removed from said premises within 60 days after termination of this lease or at such time as mutually agreed upon, for any reason, become the personal property of Lessor.

PROPERTY TAXES: Lessee agrees that all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the leased premises shall be paid and discharged by the Lessee when due and payable.

(a) **CREATION OF LIEN:** If Lessee fails to pay when due, any assessments, taxes, charges, and other impositions and liabilities, together they shall become, with interest and reasonable costs of collection, a continuing lien upon buildings and improvements owned by Lessee.

TIMBER CUTTING: During the term of this lease the Lessor agrees not to cut any trees from the leased premises without the prior notification to the Lessee. No living trees shall be killed or removed except to provide a clearing for the construction of a permitted structure and an access driveway. Branches or living trees may be removed or pruned to improve the view, or for safety purposes, with prior written permission of Lessor.

BUILDINGS AND IMPROVEMENTS: Except for any building or improvement already on the demised premises, Lessee shall not construct or place any permanent building, addition or improvements of any kind, on the leased premises, without prior written consent of Lessor. All such buildings and improvements shall conform to all state and local laws governing such activity. No mobile homes shall be permitted on the premises without the prior express written consent of the Lessor.

ROADS AND UTILITIES: Lessee shall not build any roads or request any public utility to provide electrical, telephone or other services without the prior consent of Lessor. Furthermore, Lessee shall construct no roads upon the leased premises except at Lessee's expense and with written approval of the Lessor as to the design, construction and location of the road. Nothing herein shall imply any duty or obligation upon the Lessor to construct or maintain any roads, paths or trails on the leased premises. It is further agreed that Lessor is under no obligation to provide access to the above described premises.

MISCELLANEOUS: (a) Lessor, its employees, agents, and servants, shall have the right to go onto and pass over the leased premises for any purpose, including inspection of the leased premises during reasonable hours.

(b) Corner posts and survey markers indicating lot boundaries shall not be disturbed in any way. Replacement and/or re-establishment of survey markers or corner posts shall be at the expense of the Lessee.

(c) Whenever leased premises are accessible by automobile, Lessee shall provide an "off-street" parking area, so called, located on the leased premises. If such an area cannot be created, Lessee shall provide alternate parking facilities so that cars are not parked in such a manner as to obstruct any road open to travel.

(d) Lessee shall not interfere with dams, log booms, logging equipment, boats, tools, signs, notices, telephone lines or other property of the Lessor or its agents, employees, or licensees, whether on or off the leased premises; and Lessee shall prevent such interference by any invitees, guests, employees or agents of the Lessee.

(e) Lessee shall use every precaution to prevent damage to the leased premises by fire, vandalism, malicious mischief or otherwise, and shall take all reasonable action to supress any fire or mischief which may occur and immediately notify the Lessor of any fire or damage.

(f) Lessee shall not at any time or in any way mortgage or otherwise encumber the premises leased from Lessor. However, nothing contained herein shall prevent Lessee from giving a mortgage on buildings and improvements erected by him; provided, however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Lessor hereunder, particularly with reference to termination of this lease and regaining possession of the demised premises at its termination, and any mortgagee or creditor of the Lessee shall be limited to the same rights of the Lessee which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

(g) Outdoor fires are permitted only in full compliance with applicable State and local laws and regulations.

(h) No noxious, dangerous, offensive or noisy activity, nor any activity that may be or become a nuisance to other persons lawfully present on said tract shall be permitted thereon.

(i) The erosion of any soils, stone or sediment into any lake, pond or watercourse shall be prevented. No chemical defoliants, brush killer, residual pesticides or fertilizers shall be used or kept upon said property or any portion thereof, nor any livestock or poultry be kept temporarily or permanently thereon.

(j) Garbage, trash or other solid waste shall be disposed of only in an area selected and maintained for such purpose by a governmental unit or other lawfully authorized entity. No incinerators shall be permitted. No waste or trash shall be thrown into woods or water.

(k) No fences shall be allowed unless approved by Lessor. No signs shall be erected or maintained other than one sign no larger than 6 inches by 24 inches identifying the lot leased.

NOTICES: Any notice to be given by either party hereto under the provisions of this lease shall be given to said party's address as stated herein, or to such other address as a party may so notify the other in writing. Any notice shall have been deemed to have been given when mailed.

SPECIAL PROVISIONS:

SIGNATURES:

Lessee: Jill E. Kuglis

Lessors: WEBBER TIMBERLAND OWNERS
PRENTISS & CARLISLE MANAGEMENT
COMPANY, INC., AGENTS

BY: David M. Carlisle IV
Pres. - Treas.

Prentiss & Carlisle
Management Company Inc. *Timberland Service*
107 COURT STREET • P.O. BOX 637 • BANGOR, MAINE 04402-0637
TELEPHONE 207 942-8295 • FAX 207 942-1488

August 23, 1995

TO WHOM IT MAY CONCERN

According to our Lease Records, Jill E. Knight, [redacted] is the lessee of record of Lot # 040625-0003 located in T8R4 NBPP, Washington County, Maine. This lot was formerly leased to Clifford S. Knight, Jr. until January 13, 1995, which is the date on the current lease attached, at which time the lease was transferred to Jill E. Knight.

Sincerely,

Gilbert S. Viitala

Gilbert S. Viitala

GSVgv
Enclosures

Lease No. 040625-0004

Prentiss & Carlisle
Management Company Inc. *Timberland Service*

107 COURT STREET P.O. BOX 637
BANGOR, MAINE 04402-0637
TELEPHONE 207 942-8295

LEASE

Lease No. 040625-0004

THIS INDENTURE, made this 6th Day of August, A.D.19 96 by and between:

Prentiss & Carlisle Co., Inc., as Agents for the owners of the Webber Timberlands, each in an individual capacity

as lessor(s) and Teddy Harris [redacted] as lessee

LOCATION: Lessors hereby lease to the Lessee, and Lessee hereby rents and takes from the Lessor the premises described as follows: Situate in T8 R4 NBPP, Washington County, Maine being Lot #4 on the westerly shore of Lower Hot Brook Lake, having a frontage of 100 feet, more or less, and a depth of 200 feet, more or less. This lot formerly leased to Jeff Kinney.

TERM: To have and to hold said premises until the first day of June next following the date of this lease, and thereafter from year to year, subject to the right of either party to cancel this lease by notice in writing given at least thirty days prior to any June first.

RENT: The Lessee shall pay the initial sum of $[redacted] to the first day of June next and $[redacted] annually thereafter during the term of this lease. The annual rent may, at the discretion of the Lessor, be adjusted from year to year provided that the Lessor give to the Lessee a notice in writing at least thirty (30) days prior to June first in any year. Rent is payable in advance and is due when billed. PAYMENTS SHALL BE MADE TO: Webber Timberlands and mailed to **PRENTISS & CARLISLE MANAGEMENT CO., INC. P.O. BOX 637, BANGOR, ME 04401,** on or before June first of current year.

*Lease fee subject to increase in 1997 and subsequent years.

CONDITIONS: The Lessor shall, at any time and in its sole discretion, have the right to make changes or additions to any restrictions, and any such changes or additions, shall, upon written notice to Lessee, become a part of this agreement.

USE: Lessee's use of said premises shall be limited to noncommercial, seasonal and recreational purposes. Such purposes and usage shall not include "principal or year round residential uses." It shall be the sole responsibility of the Lessee to obtain all necessary permits to place, construct or maintain any buildings or improvements on the leased premises. Copies of any applications for such permits shall be sent to Lessor for written approval prior to construction. Lessor reserves the right to terminate this lease in the event Lessee fails to obtain requisite permits or in the event Lessee constructs buildings or improvements which do not conform to the conditions contained on such permits, or which are constructed without Lessor's written consent. In addition, Lessee will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant.

ASSIGNMENT: Lessee shall not sublease, assign or transfer this lease or give or surrender possession of the leased premises or sell or dispose of the buildings thereon to another without the prior written consent of said Lessor.

INDEMNITY: Lessee agrees to defend or cause to be defended and to indemnify and hold the Lessor harmless against any and all claims, suits, damages, or causes of action for damages, and against any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or loss of life sustained on the leased premises or in or about any buildings or other structures, or upon land or property of the Lessor by Lessee or the invitees, guests, employees or agents of Lessee.

DEFAULT: If Lessee shall fail to pay the rent, taxes, or charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of this lease, said Lessor shall have the right to terminate this lease after giving thirty (30) days advance notice in writing to said Lessee. If, during said thirty (30) day period the Lessee shall cure his default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies which said Lessor may have at Law.

SURRENDER: Upon termination of this lease for any reason, Lessee shall without demand peaceably leave the premises and deliver said premises to Lessor. Any buildings, improvements, or other personal property constructed or brought upon said premises by the Lessee shall, if not removed from said premises within 60 days after termination of this lease or at such time as mutually agreed upon, for any reason, become the personal property of Lessor.

PROPERTY TAXES: Lessee agrees that all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the leased premises shall be paid and discharged by the Lessee when due and payable.

(a) **CREATION OF LIEN:** If Lessee fails to pay when due, any assessments, taxes, charges, and other impositions and liabilities, together they shall become, with interest and reasonable costs of collection, a continuing lien upon buildings and improvements owned by Lessee.

TIMBER CUTTING: During the term of this lease the Lessor agrees not to cut any trees from the leased premises without the prior notification to the Lessee. No living trees shall be killed or removed except to provide a clearing for the construction of a permitted structure and an access driveway. Branches or living trees may be removed or pruned to improve the view, or for safety purposes, with prior written permission of Lessor.

BUILDINGS AND IMPROVEMENTS: Except for any building or improvement already on the demised premises, Lessee shall not construct or place any permanent building, addition or improvements of any kind, on the leased premises, without prior written consent of Lessor. All such buildings and improvements shall conform to all state and local laws governing such activity. No mobile homes shall be permitted on the premises without the prior express written consent of the Lessor.

ROADS AND UTILITIES: Lessee shall not build any roads or request any public utility to provide electrical, telephone or other services without the prior consent of Lessor. Furthermore, Lessee shall construct no roads upon the leased premises except at Lessee's expense and with written approval of the Lessor as to the design, construction and location of the road. Nothing herein shall imply any duty or obligation upon the Lessor to construct or maintain any roads, paths or trails on the leased premises. It is further agreed that Lessor is under no obligation to provide access to the above described premises.

MISCELLANEOUS: (a) Lessor, its employees, agents, and servants, shall have the right to go onto and pass over the leased premises for any purpose, including inspection of the leased premises during reasonable hours.

(b) Corner posts and survey markers indicating lot boundaries shall not be disturbed in any way. Replacement and/or re-establishment of survey markers or corner posts shall be at the expense of the Lessee.

(c) Whenever leased premises are accessible by automobile, Lessee shall provide an "off-street" parking area, so called, located on the leased premises. If such an area cannot be created, Lessee shall provide alternate parking facilities so that cars are not parked in such a manner as to obstruct any road open to travel.

(d) Lessee shall not interfere with dams, log booms, logging equipment, boats, tools, signs, notices, telephone lines or other property of the Lessor or its agents, employees, or licensees, whether on or off the leased premises; and Lessee shall prevent such interference by any invitees, guests, employees or agents of the Lessee.

(e) Lessee shall use every precaution to prevent damage to the leased premises by fire, vandalism, malicious mischief or otherwise, and shall take all reasonable action to supress any fire or mischief which may occur and immediately notify the Lessor of any fire or damage.

(f) Lessee shall not at any time or in any way mortgage or otherwise encumber the premises leased from Lessor. However, nothing contained herein shall prevent Lessee from giving a mortgage on buildings and improvements erected by him; provided, however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Lessor hereunder, particularly with reference to termination of this lease and regaining possession of the demised premises at its termination, and any mortgagee or creditor of the Lessee shall be limited to the same rights of the Lessee which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

(g) Outdoor fires are permitted only in full compliance with applicable State and local laws and regulations.

(h) No noxious, dangerous, offensive or noisy activity, nor any activity that may be or become a nuisance to other persons lawfully present on said tract shall be permitted thereon.

(i) The erosion of any soils, stone or sediment into any lake, pond or watercourse shall be prevented. No chemical defoliants, brush killer, residual pesticides or fertilizers shall be used or kept upon said property or any portion thereof, nor any livestock or poultry be kept temporarily or permanently thereon.

(j) Garbage, trash or other solid waste shall be disposed of only in an area selected and maintained for such purpose by a governmental unit or other lawfully authorized entity. No incinerators shall be permitted. No waste or trash shall be thrown into woods or water.

(k) No fences shall be allowed unless approved by Lessor. No signs shall be erected or maintained other than one sign no larger than 6 inches by 24 inches identifying the lot leased.

NOTICES: Any notice to be given by either party hereto under the provisions of this lease shall be given to said party's address as stated herein, or to such other address as a party may so notify the other in writing. Any notice shall have been deemed to have been given when mailed.

SPECIAL PROVISIONS:

WEBBER TIMBERLAND OWNERS

SIGNATURES:

Lessee: Teddy N. Harris 8-9-96

Lessors: David M. Carlisle
David M. Carlisle
President

Prentiss & Carlisle
Management Company Inc. *Timberland Service*
107 COURT STREET • P.O. BOX 637 • BANGOR, MAINE 04402-0637
TELEPHONE 207 942-8295 • FAX 207 942-1488

August 8, 1996

Mr. Teddy Harris
840 S Main Street
Old Town, Maine 04468

Re: Transfer of Lease #040625-0004 at Lower Hot Brook Lake

Dear Mr. Harris:

We recently received a letter concerning the transfer of the above referenced lease from Jeff Kinney requesting to transfer the lease to you.

Enclosed is a new lease made out to you. Please sign the new lease and fill out and sign the lease application form enclosed. We acknowledge receipt of the 1996 rent and the [redacted] transfer fee.

Once you have signed the documents, please forward them to this office for processing. We will send you a copy of the fully executed lease for your records. If you have any questions don't hesitate to call.

Sincerely,

Gilbert S. Viitala

GSVgv

Rent + Fee Pd

July 1st 96

I Jeffrey Kinney transfer the lease of TBB 4 NBPP 40635-0004 & WR Hat Block Rale to my nephew Teddy Harris, Mike Harris.

paid

Jeffrey B Kinney
July 1st 96"

[redacted]

[redacted]

use Teddy Harris

Lease No. 0406-0005

LEASE ASSIGNMENT AND ASSUMPTION WITH LESSOR'S CONSENT

MAINE LEASE NO. 040625-0005

THIS LEASE AGREEMENT AND ASSUMPTION is made this 31st day of March, 2008, by and between:

ASSIGNOR (Original Lessee): Peggy Harris

ASSIGNOR'S MAILING ADDRESS: [redacted]

AND

ASSIGNEES (New Lessees): Michele Rinfret
Micheal Harris
Teddy Harris

ASSIGNEE'S MAILING ADDRESS: [redacted]

Assignor hereby assigns and conveys to Assignee all Assignor's right, title, and interest in and to **Maine Lease No. 040625-0005**, between Assignor as Lessee and Lakeville Shores, Inc., as Lessor, relating to premises as a campsite situated in T8, R4 NBPP, Washington County, Maine, on Kittery Island, so-called, in Hot Brook Lake to include land with a frontage of 100 ft. on the lake and a depth of 125 ft. Said Lease was sold by Webber Timberlands to Lakeville Shores, Inc.

To have and to hold the same unto Assignee, from the date of this Assignment until the expiration of the term of the Lease and any renewals or continuations thereof, unless sooner terminated pursuant to the provisions of the Lease, and subject to the rents, terms, covenants, conditions and provisions to the Lease.

In consideration of the foregoing and for other good and valuable consideration, Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the terms, covenants and conditions required to be performed on the part of the Lessee under the Lease from and after the date of this Assignment.

Assignor warrants, represents, and agrees that:

(a) Assignor is the sole owner of the leasehold estate under the Lease, free and clear of all liens, claims, charges and encumbrances;

(b) The Lease is in full force and effect;

(c) There are no uncured defaults on the part of Assignor under the Lease; and

(d) There are no other terms or agreements with the Lessor under the Lease pertaining to the terms of the Lease, except as expressly set forth in the Lease.

Assignee warrants, represents, and agrees that:

(a) Lessor shall have the same rights and remedies against Assignee as Lessor had against Assignor, in the same manner as if Assignee had originally signed the Lease.

This Assignment shall not be effective until consented to in writing by Lessor, or Lessor's Agent.

The warranties, representations, and agreements in this document shall be binding upon Assignor and Assignee and shall inure to the benefit of Assignor, Assignee, and Lessor, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have signed this document in triplicate, as an instrument under seal, this 31st day of March, 2008.

WITNESS:

_____ Peggy Harris ASSIGNOR

_____ Michele Rinfret ASSIGNEE

_____ Micheal Harris ASSIGNEE

_____ Teddy Harris ASSIGNEE

CONSENT OF LESSOR

Lessor consents to the foregoing Lease Assignment and Assumption between Original Lessee, Peggy Harris, as Assignor, and New Lessees, Michele Rinfret, Micheal Harris and Teddy Harris, as Assignees.

Dated this 31st day of March, 2008.

LAKEVILLE SHORES, INC.

_____ By: Ginger Maxwell
Name: Ginger Maxwell
Capacity: Treasurer

LEASE NO. 040625-0005

THIS LEASE AGREEMENT is made this 1st day of June, 2008, by and between:

LESSOR NAME:	**LAKEVILLE SHORES, INC.**
LESSOR'S MAILING ADDRESS:	**P.O. Box 96** **Winn, ME 04495** **207-736-3412**

(hereinafter referred to as "Lessor"), and

LESSEES' NAMES:	Michele Rinfret Micheal Harris Teddy Harris
LESSEES' MAILING ADDRESSES:	[redacted]

(hereinafter referred to as "Lessee").

Lessor has agreed to let and hereby leases the premises hereinafter described to Lessee, subject to and with the benefit of the terms, covenants and provisions of this Lease Agreement.

I. SUMMARY OF LEASE AGREEMENT

The following is a summary of the description of the leased premises, rent term, and other pertinent provisions of this Lease, which are more fully set forth in later sections of this Agreement:

Location:	T8 R4 NBPP, Washington County, Maine
Initial Term:	June 1, 2008 to May 31, 2009
First Year Rental:	[redacted]
Use:	Non-commercial, Seasonal and Recreational

II. LEASED PREMISES

Lessor hereby leases to Lessees and Lessees hereby rent from Lessor, subject to the Conditions of this Agreement the following described land:

Situate in T8 R4 NBPP, Washington County, Maine being a campsite on Kittery Island, so-called, in Hot Brook Lake to include land with a frontage of 100 ft. on the lake and a depth of 125 ft. This lot was formerly leased to Peggy Harris.

III. RENEWALS

This Lease shall automatically renew itself from year to year, unless Lessee notifies Lessor in writing of Lessee's intention not to renew at least sixty (60) days prior to the end of a yearly lease extension or unless Lessor notifies Lessee in writing of the Lessor's intention not to renew at least one year prior to the end of a yearly lease extension.

IV. RENTAL

Lessee shall pay to Lessor, without any setoff or deduction whatsoever, at the offices of LAKEVILLE SHORES INC., Winn, Maine, or at such other place as Lessor may from time to time designate in writing, rental as follows:

Annual rent shall be due on the date of commencement of this Lease, and on the anniversary date in each succeeding year, and shall be subject to increases as set forth below:

Commencing with the second lease year and for each succeeding year for all renewals the rent may be increased by the sole discretion of Lessor. Such increases may be based upon but not limited to Lessor's taxes, management expenses and adjustments for inflation.

Lessee shall pay any rent so-increased within thirty (30) days of receiving notice of increase from Lessor, unless a later date is specified. Any rental payment due hereunder shall be deemed delinquent if not received by Lessor on the date on which it first became due.

V. LATE FEES

Lessor may assess a penalty against Lessee for late payment of all which is not made within thirty (30) days from the time such payments are due, which penalty shall not exceed four percent (4%) of each such late payment.

VI. RIGHT OF FIRST REFUSAL

If at any time during the term hereof Lessor shall offer the leased lot for sale to a third party, Lessor shall promptly send Lessee by registered mail or certified mail addressed to Lessee, a copy of such offer or the proposed contract for sale, omitting the name of the proposed purchase, and Lessee may within ninety (90) days after such a copy is mailed elect to purchase the leased premises on the same terms as those set forth in such offer. If Lessee does not elect to purchase within the ninety (90) day period, The right of refusal shall be extinguished and Lessor may sell the leased premises to other parties at a negotiated price which may differ from the offered price. Any neglect or failure on the part of Lessee to respond to Lessor's notice of the purchase offer from a third party shall be conclusively deemed to be an election not to purchase the premises.

If Lessee elects to purchase as provided above, Lessee and Lessor shall execute a Purchase and Sale Agreement, which Agreement may allow Lessee up to six (6) months to close the purchase. This right of first refusal shall be inapplicable (i) to a transfer to an affiliate, subsidiary or parent corporation of Lessor, or to Lessor's successor by merger or consolidation, (ii) to the holder or holders of an ownership interest in the leased premises, or an ownership interest (including shares of stock) in Lessor, or (iii) to any bulk sale of leased lots (presumed hereunder to include any sale of three (3) or more leased lots to a single purchaser). If the premises are conveyed to Lessee by virtue of this right of first refusal, any prepaid rent shall be apportioned and applied against the purchase price of the premises.

If Lessee does not purchase the leased lot, and it is sold by Lessor to a Third Party, Lessee will furnish to the purchaser of the lot at Lessors request, a certificate (Lessee Estoppel Certificate) for the benefit of the new purchaser confirming Lessee's knowledge as to the status of Lessor and Lessees lease obligations in such form as Lessor may reasonably require. The sale to any such third party shall be subject to Lessee's rights under this Lease. The third party purchaser shall have all other rights and remedies of Lessor under this Lease, unless otherwise specified in the transfer documents.

VII. ADDITIONAL TERMS

THE PARTIES FURTHER AGREE THAT THIS LEASE WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED SUPPLEMENT ENTITLED 'ADDITIONAL LEASE TERMS AND CONDITIONS."

BY SIGNING BELOW, LESSEE ACKNOWLEDGES HAVING READ AND ACCEPTED THE "ADDITIONAL LEASE TERMS AND CONDITIONS" ATTACHED TO THIS LEASE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

WITNESS:

_____

_____

_____

_____

Michele Rinfret
LESSEE (Michele Rinfret)

Micheal L Harris
LESSEE (Micheal Harris)

Teddy M Harris
LESSEE (Teddy Harris)

LAKEVILLE SHORES, INC.

Ginger Maxwell
LESSOR (Ginger Maxwell, Treasurer)

CAMP LEASE

Rent pd.

THIS INDENTURE, made this 5 day of APRIL A. D. 19 65
by and between ANNE WEBBER CHASE & F. ROSCOE WEBBER, III, INDIVIDUALLY AND AS TRUSTEES U/W OF C.P. WEBBER; RALPH B. WEBBER, JR., AND G. PEIRCE WEBBER AS JOINT TENANTS; THE BOSTON SAFE DEPOSIT AND TRUST CO., TRUSTEES U/W OF MINNIE B. WEBBER; RALPH B. WEBBER, JR., AND FRANK M. WEBBER; GRACE W. CUSHING AND G. PEIRCE WEBBER OF BANGOR, MAINE; FLORENCE W. ROGERS OF SHERMAN, CONN., AND CHARLES P. WEBBER OF SANTA BARBARA, CALIFORNIA; C. RICHMOND CUSHING OF FAIRFIELD, MAINE AND ANDRE E. CUSHING, JR., OF BANGOR, MAINE.
as lessors, and THEODORE KINNEY 8 EATON PLACE, BANGOR, MAINE
AND PHILIP HARRIS R#2 BANGOR, MAINE
as lessee WITNESSETH:

LOCATION

That the said lessors do hereby grant permission to said lessee to enter upon and occupy, as hereinafter stated the following described premises, situate in 3 R 4 BEING A CAMPSITE ON KITTERY ISLAND, SO-CALLED, IN HOT BROOK LAKE TO INCLUDE LAND WITH A FRONTAGOE OF 100 FT. ON THE LAKE AND A DEPTH OF 125 FT.

RIGHTS

with the right to erect, occupy and use the buildings thereon and to use the same for HIS PRIVATE AND RECREATION

with the right to pass in common with others over roads on other lands of lessors in going to or from said premises;

This lease being made subject to the right of said lessors, their heirs and assigns, or any other person may wish to give the right to flow the shores and draw off the water of any water way on said land, at pleasure.

TERM

To hold the premises for the term of 3 years from the date hereof, and subject always to the reservations and conditions on the back hereof.

PAYMENTS

The said lessee to pay therefor an annual rent of [redacted] dollars in advance each year.

All taxes assessed on the buildings and improvements during the term of this lease are to be paid by the lessee .

IF RENT IS NOT PAID WITHIN SIXTY DAYS OF ANY DUE DATE SHING, JR.
THE LESSORS MAY AT THEIR OPTION FORTHWITH TERMINATE THIS LEASE.
C. RICHMOND CUSHING

SIGNATURES

Please sign & return

Theodore M Kinney

Mr. Phil Harris

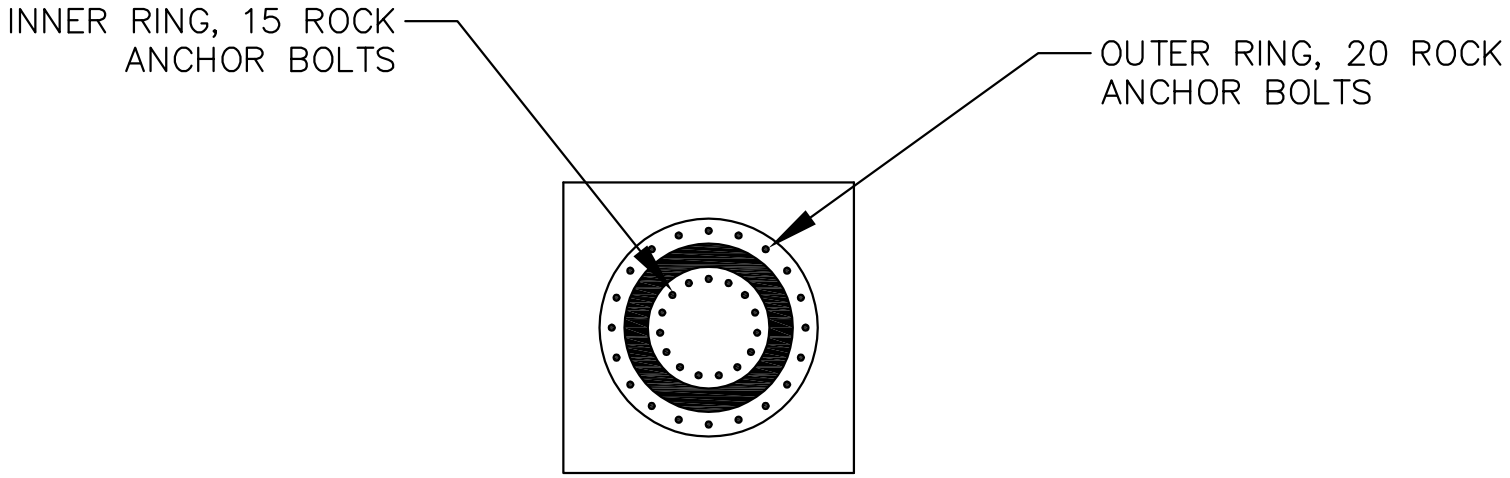
By G. Peirce Webber
Attorney in Fact
ANNE WEBBER CHASE
F. ROSCOE WEBBER, III
GRACE W. CUSHING
FLORENCE W. ROGERS
CHARLES P. WEBBER
G. Peirce Webber

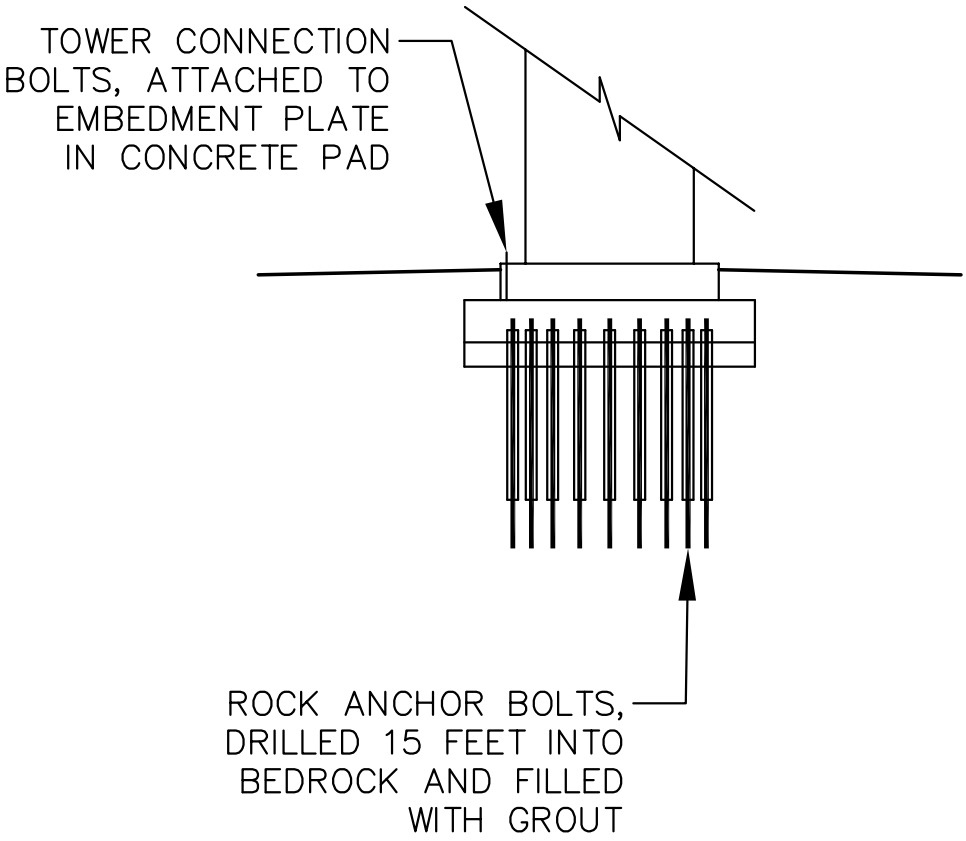
RALPH B. WEBBER, JR. } AS JOINT
G. PEIRCE WEBBER } TENANTS
By G. Peirce Webber
Individually and as agent for
RALPH B. WEBBER, JR.

THE BOSTON SAFE DEP. & TR. CO.
TRUSTEES U/W MINNIE B. WEBBER
RALPH B. WEBBER, JR.
FRANK M. WEBBER
By Agt. G. Peirce Webber

Trustees under the will of
CHARLES P. WEBBER

Anne Webber Chase } Trustees
F. Roscoe Webber 3rd
G. Peirce Webber





Project No.

56570E

Engineer

JAMES W. SEWALL COMPANY

ENGINEERS, SURVEYORS
RESOURCE CONSULTANTS

136 CENTER STREET
OLD TOWN, MAINE 04468
(207) 827–4456

EVERGREEN V, LLC
STETSON WIND PROJECT

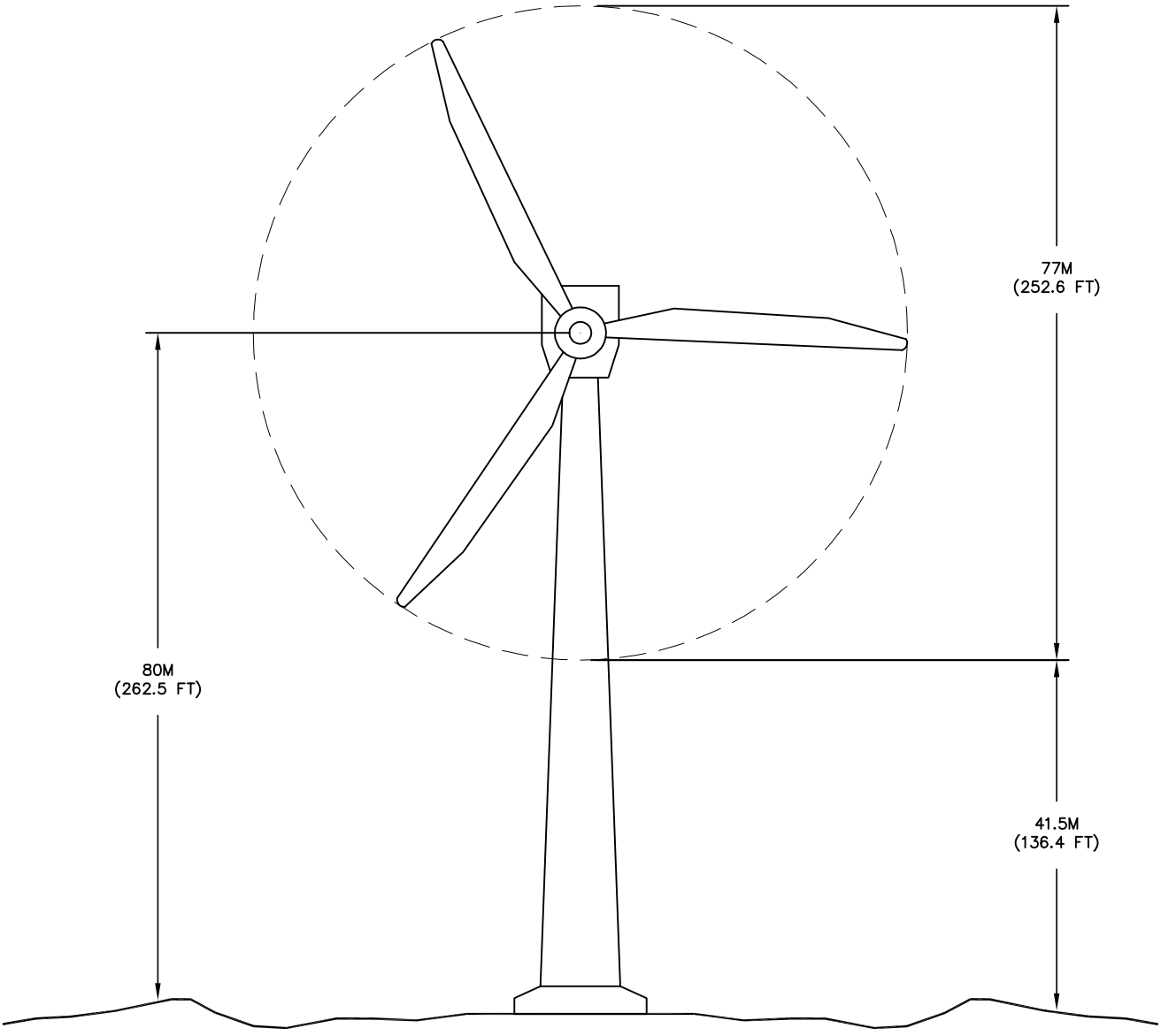
Project Location	Date	Drawn by	Checked by
STETSON MOUNTAIN	02/05/2007	JCH	-

Drawing Description: **ROCK ANCHOR FOOTING DETAIL**

Scale: NTS

detail pancake.dwg

APPROXIMATE DIMENSIONS



GE 1.5 SLE WIND TURBINE
STETSON WIND PROJECT

Y:\Templates\Details\WIND\GE1.5MW.dwg

In addition to ripping, blasting and trench rock removal will be required in some areas of the project site to develop roadways and turbine clearings and to install turbine foundations. The project spur and crane path roads and grading for the turbine clearings are designed to minimize the amount of cut required. While some proposed access roads will be constructed on top of stabilized, existing logging roads, some blasting of bedrock will be unavoidable. Blasted bedrock, as feasible, will be broken into a well-graded mixture in accordance with the geotechnical engineer's specifications and used on-site for surface gravel for crane path and access roads, riprap, and potentially for deeper fills greater than two feet below finish grade.

Soils along the Owl and Jimmey crane paths primarily consist of Chesuncook-Elliotsville Complex and Monson-Elliotsville Complex. Depths to bedrock for these soils are generally as shown in the following table.

Soil Type	Depth to Bedrock
Monson	Shallow, 10-20"
Elliotsville	Moderately deep, 20-40"
Chesuncook	Very deep, >60"

The shallow depth to bedrock, especially in Monson soil areas, suggests that more blasting may be required in areas that include these soils.

Blasting is expected to be required for the 17 turbine foundations, the crane paths in areas requiring extensive cuts, and the underground electric line trenches. Geotechnical investigations at the turbine sites have not been completed, and therefore turbine foundation types have yet to be specified for this project. Given previous construction experience at the adjacent Stetson Wind Project, the turbine foundations are likely to be the rock anchor type of foundation.

Blasting will be performed in conformance with the "Blasting Guidance Manual", Office of Surface Mining, Reclamation, and Enforcement, U.S. Department of Interior. Blasting will also be conducted in accordance with Figure B-1 of Appendix B, U.S. Bureau of Mines RI 8507. The contractor will prepare a blasting plan prior to commencing project blasting. This will include sketches of each blast location, drill pattern, delay period, and decking. It will also indicate the type and amount of explosive to be used and identify any structures to be protected. There are no wells or structures within close proximity of the project that would be impacted by the blasting. A blasting schedule will be prepared and distributed to local governments and public utilities. The schedule will conform with 30 CFR 816.64.

1.0 TYPICAL CLEARING AREAS

1.1 Turbine Clearings

There are 17 wind turbine sites proposed for the Stetson II Wind Project (project), shown on the turbine site plans included in Exhibit 1. The proposed circular clearing for each turbine site has a diameter of 250 feet. Some additional clearing around each turbine site will be required to allow for site grading and leveling, but will vary depending on the existing grades in the area. The average clearing is approximately 1.26 acres per turbine site, for a total of approximately 21.5 acres for the project.

Following completion of construction and startup of commercial operations, approximately 1.01 acres of each wind turbine site will be allowed to revegetate. The only portions of each turbine site that will remain permanently cleared include a 0.25-acre area consisting of an approximately 50-foot radius circular area around the turbine tower, a gravel crane pad, and a 32-foot wide access drive.

A 300 to 450-ton crane will be used to assemble the turbine rotors, erect the tower sections, and lift the nacelles and rotor assemblies onto the towers. These cranes are too large to be transported to the project site in one piece, and therefore must be delivered in component sections and assembled on-site. Crane assembly will take place within the clearings for turbine areas 1 and 7.

1.2 Road Clearings

The project will include construction of three types of roads: 16-foot wide access roads that provide access to the turbine sites from Route 169; 32-foot wide crane path roads that provide crane travel access to turbine sites along the Owl and Jimmey ridgelines; and 32-foot wide spur roads that provide access to turbine sites from the crane path roads.

The total length of road to be utilized for the project is approximately 6.61 miles, the majority of which is comprised of existing roads. This will include 2.82 miles of 32-foot wide crane paths that will interconnect the turbine sites, 0.07 mile of 32-foot wide spur roads that access the turbine sites from the crane path roads, and 3.65 miles of 16-foot wide access roads that will be used to access the Owl and Jimmey Mountain ridgelines from Route 169 (see road plans in Exhibit 1). The average clearing width required for construction of the crane path roads is 75 feet. This clearing width includes the 32-foot wide road, associated stormwater ditching and treatment systems, grading side slopes, and area for the electrical collector system lines and pole structures.

Approximately 51 percent (i.e., 3.34 miles) of the total roads identified for this project are existing logging roads that access Owl and Jimmey Mountains. These existing logging roads have an average cleared width of 50 feet. In areas with proposed roadside collector lines, an additional 20 feet of clearing will be required. Proposed access road segments (i.e., 0.31 mile) have an average proposed cleared width of 50 feet, and an average proposed cleared width of 70 feet with proposed roadside collector lines. The turbine site and road plans included in Exhibit 1 illustrate where the existing access roads will be improved, as well as the location of the existing tree line. The remaining 2.96 miles of road will consist of proposed 32-foot wide crane paths and a spur road that will be constructed through existing forested areas. The average proposed cleared width on these wider roads is 60 feet. In proposed crane path areas with roadside collector lines, the average proposed cleared with is 100 feet.

1.3 Laydown Areas

Approximately 5.5 acres of equipment/material laydown areas have been designated for use along the access roads and crane paths for Owl and Jimmey Mountains. Exhibit 1. The 5.5 acres do not include those laydown areas that utilize existing cleared areas. The laydown areas will be used frequently during project construction, and with the exception of 0.5 acre of permanent clearing required near Meteorological Tower #1, the laydown areas will be allowed to completely revegetate following completion of construction activities.

1.4 Electrical Collector Line

The electrical collector line will be constructed to interconnect the project's 17 turbines with the adjacent Stetson Wind Project to the south. The cross-county sections of electrical collector line total approximately 3,000 linear feet, with a required clearing width of 80 feet. The remainder is along the existing roadway and, as described above, will require an additional 30 feet of clearing. The estimated clearing required for construction of the approximately 32,000 linear feet of collector line from Route 169 to Turbine 17, including clearing along roadways, is 33 acres. This includes approximately 11,581 square feet of clearing in wetlands.

Construction Schedule

TASK	DURATION
Geotechnical work completed for the road and turbine foundations	Fall 2008/ Spring 2008
Preliminary layout and staking of new road segments, turbine clearings, and laydown areas	Week 1 - Week 4
Installation of erosion control measures in areas to be disturbed	Week 2 - Week 12
Clearing for roads, turbines, and laydown areas	Week 3 - Week 5
Grubbing and initial grading for roads, turbine and laydown areas	Week 4 - Week 16
Underground trench/conduit work	Week 4 - Week 16
Blasting as necessary and on-site stockpiling of reusable blasted bedrock	Week 5 - Week 22
Stockpiling of aggregate from local borrow pits	Week 5 - Week 31
Final grading for roads and turbine areas	Week 6 - Week 15
Construction of turbine foundations and substation transformer pad	Week 18 - Week 32
Turbine delivery, assembly of rotors, tower erection, lifting of nacelles and rotor assemblies, construction of above ground and underground collection system	Week 25 - Week 33
Installation of transformers, initial activation of turbines	Week 32 - Week 34
Commissioning and testing of wind turbine generators and electrical interconnections	Week 34 - Week 38
Start of commercial operations	Week 38
Reseed temporary clearings	Week 38 - Week 44
Removal of temporary erosion and sedimentation control materials upon final site stabilization and reseeding.	Week 44 - Week 50

1.0 THE PURPOSE OF THE THIRD-PARTY INSPECTION

The Maine Land Use Regulation Commission (LURC) requires Stetson Wind II, LLC (Stetson II) to retain the services of a third-party inspector to monitor compliance with LURC permit conditions during construction. The objectives of this condition are:

1) to ensure that all construction and stabilization activities comply with the permit conditions and the LURC-approved drawings and specifications;
2) to ensure that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and
3) to ensure communication between the contractor and LURC regarding any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan.

This document establishes the inspection program and outlines the responsibilities of the permit applicant, the LURC, and the inspector.

2.0 SELECTING THE INSPECTOR

At least 30 days prior to starting any construction activity on-site, the applicant will submit the names of at least two inspector candidates to LURC staff. Each candidate must meet the minimum qualifications listed under Section 3.0. The candidates may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or agency. LURC staff will have 15 days from receiving the names to select one of the candidates as the inspector or to reject both candidates. If LURC staff fail to act within 15 days, Stetson II may use either of the proposed candidates. If LURC staff reject both candidates, than LURC shall state the particular reasons for the rejections. In this case, the applicant may either dispute the rejection to the Director of LURC or start the selection process over by nominating two new candidates.

3.0 THE INSPECTOR'S QUALIFICATIONS

Each inspector candidate nominated by the applicant shall have the following minimum qualifications:

1) a degree in an environmental science, civil engineering, or other demonstrated expertise;
2) a practical knowledge of erosion control practices and stormwater hydrology;
3) experience in management or supervision on large construction projects;
4) the ability to understand and articulate permit conditions to contractors concerning erosion control or stormwater management;
5) the ability to clearly document activities being inspected;
6) appropriate facilities and, if necessary, support staff to carry out the duties and responsibilities set forth in Section 6.0 in a timely manner; and
7) no ownership or financial interest in the development other than that created by being retained as the third-party inspector.

4.0 INITIATING THE INSPECTOR'S SERVICES

The applicant will not formally and finally engage for service any inspector under this permit condition prior to approval or waiver by omission under Section 2.0. Unless authorized by the terms of the permit approval for the Stetson II Wind Project, no clearing, grubbing, grading, filling, stockpiling, or other construction activity will take place on the development site until the applicant retains the LURC-approved inspector for service.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not terminate the services of the LURC-approved inspector at any time between commencing construction and completing final site stabilization without first getting written approval to do so from the LURC.

6.0 THE INSPECTOR'S DUTIES AND RESPONSIBILITIES

The inspector's work shall consist of the duties and responsibilities outlined below.

1) Prior to construction, the inspector will become thoroughly familiar with the terms and conditions of the LURC-issued permit and other relevant permits, conditions, and restrictions related to the protection of natural resources within the project area.
2) Prior to construction, the inspector will become thoroughly familiar with the proposed construction schedule, including the timing for installing and removing erosion controls, the timing for constructing and stabilizing any basins or ponds, and the deadlines for completing stabilization of disturbed soils.
3) Prior to construction, the inspector will become thoroughly familiar with the project plans and specifications, including those for building detention basins, installing the erosion control measures to be used on-site, and temporarily or permanently stabilizing disturbed soils in a timely manner.
4) During construction, the inspector will monitor the contractor's installation and maintenance of the erosion control measures called for in the state permit(s) and any additional measures the inspector believes are necessary to prevent sediment discharge to off-site properties or natural resources. This direction will be based on the approved erosion control plan, field conditions at the time of construction, and the natural resources potentially impacted by construction activities.
5) During construction, the inspector will monitor the contractor's construction of the stormwater management resources, including the construction and stabilization of ditches, culverts, detention basins, water quality treatment measures, and storm sewers.
6) During construction, the inspector will monitor the contractor's installation of any stream or wetland crossings and observance of permit conditions or restrictions related to the same.
7) During construction, the inspector will monitor the contractor's final stabilization of the project site.
8) During construction, the inspector will keep logs recording any rain storms at the site, the contractor's activities on the site, discussions with the contractor(s), and possible violations of the permit conditions.
9) During construction, the inspector will inspect the project site at least once a week and before and after any significant rain event. The inspector will photograph protected natural resources both before and after construction and will photograph areas of non-compliance. Photographs will be identified with, at a minimum, the date the photo was taken, the location, and the name of the individual taking the photograph. *Note: the frequency of these inspections as contained in this condition can be varied to best address the particular project needs.*
10) During construction, the inspector will prepare and submit weekly inspection reports to LURC staff.
11) During construction, the inspector will notify LURC immediately of any significant non-compliance issues.
12) Subsequent to construction, the inspector will monitor the stormwater and erosion and sedimentation control measures at the site monthly for a period of one year after the project begins power production.

7.0 INSPECTION REPORTS

The inspector will submit weekly written reports to LURC that will include photographs of representative compliance measures and potential violations. Reports will be prepared using a form provided by LURC. Each report will be due by the Friday following the inspection week (Monday through Sunday). The weekly report will summarize construction activities and events on the site for the previous week as outlined below.

1) The report will state the name of the development, its permit number(s), and the start and end dates for the inspection week (Monday through Sunday).
2) The report will state the date(s) and time(s) when the inspector was on-site.
3) The report will state the date(s) and approximate duration(s) of any rainfall events on the site for the week.
4) The report will identify and describe any erosion problems that resulted in sediment leaving the property or sediment being discharged into a wetland or stream. The report will describe the contractor's actions to repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.
5) The report will list the buildings, roads, turbine pads, detention basins, stream crossings, or other features open to construction for the week, including those features or areas actively worked and those left unworked (dormant).
6) For each area open to construction, the report will list the date of initial soil disturbance for the area.
7) For each area open to construction, the report will note which areas were actively worked that week and which were left dormant for the week. For those areas actively worked, the report will briefly state the work performed in the area that week and the progress toward final stabilization of the area (e.g., grubbing in the process, grubbing complete, rough grading in progress, rough grading complete, finish grading in progress, finish grading complete, permanent seeding completed, and area fully stable and temporary erosion controls removed).
8) For each area open to construction, the report will list the erosion and sedimentation control measures installed, maintained, or removed during the week.
9) For each erosion control measure in-place, the report will note the condition of the measure and any maintenance performed to bring it to standard.

1.0 INTRODUCTION

This is a Spill Prevention and Discharge Control Plan prepared for construction activities at the Stetson II Wind Project.

2.0 CONTINGENCY MEASURES

Preventative Measures:

1. Refueling will be done in designated areas at each site. No refueling will occur within 100 feet of a wetland or stream. Caution will be taken to prevent overflow of fuel. Absorbent pads will be on hand while refueling is taking place.

Emergency Measures:

1. A 20-gallon spill lab pack will be provided on-site.
2. An excavator will be on-site, and hand tools will be available to clean up any spills.
3. Absorbent pads will be available on-site, and the lab pack will be equipped with a containment boom.
4. A 55-gallon drum will be available on-site to place any used absorbent pads.

3.0 SPILL AND DISCHARGE CONTROL ACTIONS

1. In case of spill, contractor will notify the Maine Department of Environmental Protection Spill Control and the Owner's Representative immediately.
2. The site crew will be prepared to take immediate measures to contain the spill to within the site boundaries.
3. Measures will be taken to stop the source of the spill.
4. If the spill is discharged into the soil, absorbent pads will be used to absorb as much of the spill as possible. The material will be excavated and disposed of in accordance with federal and state regulations.
5. If the spill discharges into the water, the containment boom will be used to contain and absorb the spill. The absorbent material will be disposed of in accordance with applicable federal and state regulations.
6. If the spill is deemed reportable by Federal Regulations Title 40 CFR 302 and Title 40 CFR 117, and/or human health or the environment is threatened, the contractor will immediately contact the agencies list in Appendix A.
7. If materials cannot be decontaminated on-site, and if clean-up is required to eliminate traces of the substance spilled or reduce it to an acceptable level, the contractor will be prepared to remove such material. The materials will be properly containerized and disposed of as soon as possible.
8. If required, the contractor will perform any sampling and testing necessary to confirm the area contaminated has been cleaned to an acceptable level. Sampling and analysis will be performed in accordance with federal and state requirements.
9. The contractor will file a written report with the Owners/Owners Representative and the appropriate agencies immediately after clean-up is complete.
10. Emergency contact representatives and numbers are listed below.

4.0 EMERGENCY CONTACT LIST

Maine DEP Oil Spills	800-482-0777
Maine DEP Local Contact	207-941-4570
Danforth Fire Department	207-448-2255
Construction Site Supervisor	TBD
Construction Ops. Manager	TBD
Construction Project Manager	TBD
First Wind (Owners Rep.) David Cowan	207-541-1940

Transportation Assessment

The traffic study completed for the Stetson Wind Project is included here. This study analyzed routes for delivery of turbines to the Stetson Wind Project in 2007. The delivery of the turbines to the Stetson Wind Project worked well, and due to the close proximity of the Stetson II Wind Project, the same basic entry points and routes will be utilized. Thus the same transportation plan is being used for the Stetson II Wind Project.

TETRA TECH EC, INC.

TECHNICAL MEMORANDUM

TO: Matt Kearns, UPC Wind

FROM: Daniel Wilk, PE

DATE: December 20, 2006

SUBJECT: Stetson Wind Farm – Transportation Assessment

In accordance with our agreement with UPC Wind, Tetra Tech EC conducted a field transportation assessment for delivery of wind power equipment from the harbor point of delivery in Searsport ME to the proposed Stetson Wind Farm project site off Atlas Road in Washington County ME. Searsport was the location where equipment was delivered for the Mars Hill Wind Farm project and is considered to be the likely delivery point for this project. The assessment was conducted on December 12th and 13th, 2006. The assessment included a visual inspection of the existing roadway network to identify potential problems along the route relative to the construction vehicles' ability to transport windpower equipment to the site. UPC Wind is considering the installation of either GE 1.5 MW wind turbines or Clipper Windpower's 2.5 MW Liberty wind turbines for the Stetson Project. Both turbine types are mounted on a similar 80 meter steel tower. Since the Liberty wind turbine blades may be longer than the GE wind turbine blades, depending on the final configuration, this transportation assessment assumed use of the longer Liberty blades as the baseline for establishing load limits and mobility.

Both the GE 1.5 MW wind turbine and the Clipper 2.5 MW Liberty wind turbine each require 14 trucks to deliver the components for on-site assembly of one operating unit. Four of these are conventional over-the-road tractor-trailers; the remainder are oversized vehicles including three low bed multi-axle trailers; four Schnaubel type multi-axle trailers and three long flat bed trailers. The longest vehicle is the long flat bed trailer for delivery of the blades which has a trailer length of 148 feet. These will have a total vehicle length in excess of 160 feet. On this basis, the emphasis for this assessment was on the oversized load construction vehicles needed to transport the Clipper blades, since these oversized vehicles present the biggest challenge in finding a suitable transportation route.

For the purposes of this preliminary assessment, all options were evaluated based on a visual inspection of the roadways involved. This is not intended to be a detailed assessment, since that would require field survey or as-built drawings of the critical areas along with simulation of vehicle maneuvers to verify impacts and precise extents of roadway modifications required. This assessment included examining intersection geometry, bridge clearances, weight limitations, to assess where roadway modifications may be needed and identify feasible alternative routes to accommodate construction.

133 Federal Street, 6th Floor, Boston, MA 02110
Tel 617.457.8200 Fax 617.457.8498/8499
www.tteci.com

Based on our investigation, it appears that the most likely point of debarkation for the components by truck will be from Searsport. Therefore, the routes evaluated extend from Searsport to the project site. The length of the route from the southern end at Searsport to the proposed project site is approximately 140 miles. To simplify the presentation and focus on specific locations, the assessment will be broken into three segments: the southern segment (Searsport to Bangor), the central segment (Bangor to Lincoln) and the northern segment (Lincoln to the potential development area). The following includes a summary of the transportation routes and issues identified by the field assessment.

Southern Segment

The southern segment of the assessment starts at the trucking facility at the Searsport dock. Construction vehicles will exit the guardhouse and travel up Trundy Road to Route 1. Trundy Road is paved to a width of approximately 44 feet and intersects Route 1 at a 90 degree angle. Route 1 consists of 2-12 foot lanes with 8 foot shoulders. Oversize construction vehicles will need to utilize the entire pavement surface area and take this 90 degree turn with a police escort. Traveling east on Route 1, there is one overpass without a posted clearance. This bridge appears to have a clearance greater than 14'-6" and should not be an issue. Construction vehicles can merge from Route 1 to Route 1A at a "Y" type intersection without any difficulty. Proceeding north on Route 1A, the Bangor and Aroostook Railroad overpass crosses Route 1A. This bridge has a 15'-3" clearance along the centerline and a minimum 14'-2" clearance at the outside shoulder. Route 1A is on a curve with a radius of approximately 650 feet at this location. Oversize construction vehicles will need to utilize the entire roadway along the curve and proceed at an extremely slow speed to negotiate the horizontal and vertical constraints at this location. Further north, Route 1A contains a 90 degree bend near Frankfort center before crossing the Marsh River. This 90 degree bend occurs at a "Y" type intersection and includes a wide area of pavement with no obstacles to limit the path of the construction vehicles. The bridge over the Marsh River is in good condition with no posted weight limitations. Route 1A continues north to Bangor at Interstate 395 with no major obstacles for construction vehicles. This completes the southern segment of the assessment.

Central Segment

The central segment of the transportation assessment consists of multiple options. These options were based on input from knowledgeable persons related to transportation routes used for the Mars Hill Wind project. The persons providing background information included Patrick Graham from James W. Sewall Co., Andy Perkins from Perkins Engineering and local residents in downtown Bangor. Based on discussions with these individuals, it appears that multiple routes were used for different vehicle types. Some of the routes were used for oversized construction vehicles while others were used for standard flatbed trailers and standard van trailers. This transportation assessment considered each option to determine the best route for the oversized (Clipper blade) construction vehicles. All of these routes begin at Route 1 and I-395 and end at Lincoln Center.

The first option (Option 1) in the central segment is to continue on Route 1A under I-395 straight through the center of Bangor. At the junction with Route 2, vehicles merge right and continue on

State Street. The angle of the turn is approximately 50 degrees within the thickly settled downtown area. It is constrained by light poles, mast arms and related traffic signal equipment and other site furnishings which make this area one of the biggest challenges on this route. Although some equipment for the Mars Hill project made this turn, a detailed analysis of this intersection would be required to verify if the oversized loads for the Clipper blades could negotiate this turn. This route would continue on Route 2 (State Street) and climb a grade of about 8%. After this grade, the route has minimal constraints as it passes over the west branch of the Penobscot River to Old Town. At this point, vehicles would turn right onto the bridge over the Penobscot River then turn left after the bridge and proceed north on Route 2 along the east side of the river. The bridge over the Penobscot is presently being reconstructed. The curve at the bridge approach and the curve beyond the bridge cannot be fully assessed without examining the final conditions proposed for this reconstruction project. Contract drawings from the Maine D.O.T. would need to be acquired to evaluate the feasibility of this maneuver. Beyond the bridge over the Penobscot River, option 1 travels north on Route 2 parallel to the river with no visible constraints. Route 2 consists of 2-12 foot lanes and shoulders ranging from 4 feet to 8 feet along this entire stretch. At West Enfield, Route 2 merges with Route 6 and together continues north to Lincoln center without issues.

The second option considered (Option 2) in the central segment passes under I-395 on Route 1A requiring vehicles to immediately turn right onto the ramp to I-395 west. Vehicles would then travel on I-395 west to I-95 north, and follow I-95 north to the first exit (183) to Route 2/2A (Hammond Street). The movements using the on and off ramps to and from the Interstate roadways appear to be viable routes for construction vehicles. Although this route accommodated construction vehicles for the Mars Hill project, further evaluation will be required to verify that the larger Clipper windpower equipment can negotiate these turns. Once on Route 2/2A, continue straight through the center of Bangor and merge onto State Street. This route avoids the tight turn from Route 1A to Route 2 mentioned in Option 1. Beyond this intersection, Option 2 follows the same route as Option 1 all the way to Lincoln center.

The third option considered (Option 3) in the central segment also passes under I-395 on Route 1A and immediately turns right onto the ramp to I-395 west. Vehicles would also travel on I-395 west to I-95 north, but instead of taking exit 183 to Hammond Street, they would continue on I-95 north to exit 193 (Stillwater Avenue). The geometry of the off ramp to Stillwater Avenue contains a small deflection angle of about 30 degrees and is the most desirable connection of any of the ramps from I-95 to the local roadway network. Once on Stillwater Avenue (Route 2A), this route passes through the center of Stillwater, over the west branch of the Penobscot River and travels northeast to the “Y” intersection of Stillwater Avenue and Center Street. The route bends to the right and follows Center Street (2A) and crosses Main Street where Route 2A becomes Route 2. At this point, vehicles would go straight across the bridge over the Penobscot River and veer left on Main Road (Route 2). This bridge over the Penobscot River is being reconstructed as mentioned in Option 1. The approach to the bridge is more desirable than Option 1 because it travel straight from Route 2A, through the intersection and onto the bridge, instead of the right turn movement required in Option 1. The left turn at the bridge departure cannot be fully assessed without further evaluation because of the bridge reconstruction project that is presently ongoing. Beyond the bridge over the Penobscot River, Option 3 (like Option 1)

vehicles would travel north on Route 2 parallel to the river with no visible constraints. At West Enfield, Route 2 merges with Route 6 and vehicles could continue north to Lincoln center without issues.

Two other alternate routes were evaluated in the central segment that could carry construction vehicles from I-95 north to Routes 2 and 6 to Lincoln center. Both routes travel further north on I-95 which at first appears beneficial, but both require more roadway upgrades than the first three options identified. These alternates are not considered viable and are not discussed further.

The fourth option (Option 4) in the central segment also follows I-95 north. For this option, vehicles would exit at Exit 217 (Route 6 and 155). Vehicles would have to make a 90 degree turn to the right onto Coffin Street and then a sharp left to continue on Route 6. The right turn onto Coffin Street is restricted by a one story building adjacent to the corner on the right. This appears to be a difficult turn for construction vehicles and would need to be closely examined using field survey or as-built plans and vehicle path modeling to verify that the vehicles can negotiate this turn. The sharp left to continue on Route 6 involves an island on the left with roadway signs and a utility pole. This island would need to be removed and the utility pole and signs relocated to permit the passage of the long oversized vehicles required for this project. Vehicles would then pass over the Penobscot River on a steel truss bridge and then take a 60 degree left turn onto Route 6 and 2 in West Enfield. The bridge has no posted weight limitations and the left turn to Route 6 and 2 appears to have no major issues. At this point in West Enfield, vehicles could continue on Route 2 and Route 6 north to Lincoln center without issues.

The fifth option (Option 5) in the central segment follows I-95 north to exit 227 to Penobscot Valley Avenue. Although this route appears to be the most direct, the off ramp contains a sharp curve with steep side slopes which make it the least desirable ramp off I-95. Continuing on Penobscot Valley Avenue, this route requires a sharp left turn onto Route 6 and 2. The geometry of this intersection requires vehicles to make a turn greater than 90 degrees. This intersection also contains an island with traffic signal mast arms which would need to be relocated to make this turn possible. Relocating the traffic signal equipment at this intersection would be very difficult and costly. Although this route appears viable, it is the least desirable of the 5 options.

Northern Segment

The northern segment of the assessment begins in the town of Lincoln. There is a “T” intersection in the center of town which requires traffic on Route 6 and 2 to take a 90 degree left turn. In the middle of this intersection is a median with a veteran’s memorial monument and statue. The roadway geometry is tight and, based on visual assessment, it does not appear that construction vehicles can make this turn. To avoid this monument, vehicles could make a left turn onto Flemming Street approximately 100 feet before the monument. There is a small asphalt island that may need to be removed but the intersection appears to be wide enough to accommodate construction vehicles. Vehicles would continue down Flemming Street, turn right onto Depot Street, cross Route 2 to Clay Street and then turn left onto Route 6. It appears that a utility pole at the corner of Depot Street would need to be relocated and minor widening would be required at the curb corner. The intersection at Clay Street to Route 6 would need to be further evaluated to determine if widening along the curbline is required. Once construction vehicles

turn onto Route 6, there are no visible constraints until the town of Springfield. Throughout this stretch of roadway, Route 6 consists of 2-12 foot lanes and shoulders ranging from 4 feet to 8 feet. In the town of Springfield, construction vehicles will be required to take a left turn onto Route 169/170 (Park Street). There is a wide gravel parking lot on the right side of Park Street that will allow construction vehicles to encroach if necessary. The only potential roadway upgrade at this location would be to cut back the curb corner, remove about 1 foot of sod and topsoil and put back about 6 inches of gravel on the right side of the intersection. The street name sign would also need to be relocated. Traveling north on Park Street, which is a 24 foot roadway, construction vehicles will bear right at the split of Route 169/170 and follow Route 169 (Averill Road). They will continue north to Tar Ridge Road. At this point, there are two access points to the wind power project site; access from the south and access from the north.

The access from the south requires vehicles to make a right turn onto Tar Ridge Road. The right turn is 90 degrees and Tar Ridge Road is also a 24 foot roadway at this location. The intersection appears to be too narrow for construction vehicles to make this turn. This intersection will require significant improvements. Widening will be required on the west side of Averill Road. A corrugated metal pipe culvert will need to be extended and the entire open channel drainage system will need to be shifted west with gravel fill material used to level and widen the roadway. The east side corner will also need some widening. Widening the entire intersection will allow construction vehicles to take a right onto Tar Ridge Road without impacting the houses on each side of the road. Tar Ridge Road turns into a 16 foot wide gravel road with some sharp curves and minimal shoulders. The entire length of Tar Ridge Road to Atlas Road will require some widening, grading and compacting to smooth out the steepness of the crown and allow construction vehicles to navigate the turns in the road. This will also be required as Tar Ridge Road splits into a “Y” type fork at Atlas Road. Access to the south of the wind power project site will be off Atlas Road. The widening and grading of Atlas Road along with selective tree trimming will provide an adequate pathway to the southern end of the site.

The access to the north of the site requires Construction vehicles to continue on Averill Road to the split of Route 171 (Center Street) and Route 169 (Averill Road). Construction vehicles will need to turn right and follow Averill Road. This turn has sufficient width; however the superelevation on this curve is steep which will cause construction vehicles to tip to the right. Reconstruction and leveling of this curve may be required to allow construction vehicles to safely navigate this turn. Construction vehicles will continue to follow Averill Road until it turns into Springfield Road in Washington County. Access to the northern end of the site will be via a right turn onto the northern end of Atlas Road. The 90 degree intersection at Springfield Road and Atlas Road will require some clearing, leveling and widening to permit oversize vehicles to negotiate the turn. The site can be directly accessed off of Atlas Road.

Conclusions

In conclusion, several alternative routes to transport construction equipment were identified. During this assessment, several constraints to construction vehicle access were identified. Viable routes exist for oversize component delivery vehicles to access the site; however, some improvements will be required at some locations.

Different types of construction vehicles may access the site via a number of different routes. This will help to diffuse traffic and minimize the impact to the surrounding community.

The options for the oversized load construction vehicles to transport the Clipper blades are more limited. The southern segment of the assessment had the least number of issues encountered. The one location that presents a possible issue is the Aroostook Railroad overpass over a curved section of Route 1A. The field conditions need to be assessed with vehicle simulation to verify the extent of the geometric constraints. The central segment to get through Bangor, across the Penobscot River and to the town of Lincoln presents the most difficult challenge to the overall routing of oversize vehicles. Of the five options considered, Option 3 appears to be the route with the least number of constraints. The on ramp to I-93 west requires closer study to verify that the largest construction vehicles can make this movement within the existing pavement or if widening of the ramp is necessary. The location where Route 2A becomes Route 2 and passes over the Penobscot River presents another challenge. The bridge is presently being reconstructed and the departure geometry to continue north on Route 2 will need to be assessed from more detailed evaluation of the final configuration for this intersection. Consideration should also be given to the timing of the construction. Once vehicles get beyond this location, there are no visible constraints until we reach the town of Lincoln at the northern segment of the assessment. Although the town of Lincoln has a “T” intersection at a Veterans Monument, there is an alternative route. This route on Flemming Street to Depot, Clay and onto Route 6 includes some curves that will require roadway widening and utility pole relocation; however, it presents the only viable option to continue along Route 6 without removing the monument in the center of town. Only minor widening and grading are required where Route 6 meets Route 169. The biggest obstacle in the northern segment is the right turn from Route 169 to Tar Ridge Road. To avoid impacts to adjacent homes, considerable widening is required on the west side of Route 169 so construction vehicles can swing wide and make this turn. Tar Ridge Road to Atlas Road will require some widening, fine grading and compacting along with selective tree trimming to access the site from the south. To access the site from the north, the Route 171/169 diverge will require leveling and reconstruction to remove the superelevation to accommodate construction vehicles. The northern intersection of Springfield road and Atlas Road will require widening and clearing but there are no constraints in this wooded rural setting to accomplish this. The attached appendix (Appendix A) includes photographs that document some of the issues encountered along these routes.

APPENDIX A

STETSON WIND FARM PROJECT

Transportation Assessment Photographs

Southern, Central and Northern Segments

Southern Segment: Searsport Trucking Facility

Southern Segment: Trundy Road at Route 1

Southern Segment: Bridge over Route 1 near Route 1A Diverge

Southern Segment: Aroostook Railroad over Route 1A

Southern Segment: Intersection of Route 1A and Franklin Center

Southern Segment: End of Southern Segment

Central Segment: Route 1A to Route 2 in Downtown Bangor

Central Segment: Steep Grade on Route 2 (State Street)

Central Segment: Route 2 Bridge over West Branch of Penobscot River

Central Segment: Route 2 Bridge Reconstruction over the Penobscot River

Central Segment: Route 2 Milfort to West Enfield

Central Segment: Option 4 Right Turn onto Coffin Street

Central Segment: Option 4 Island at Coffin Street Left Turn to Route 6

Central Segment: Option 4 Bridge over Penobscot River

Central Segment: Option 5 Exit 227 off I-95

Central Segment: Option 5 Left Turn to Route 6/2

Northern Segment: Monument in Lincoln Center

Northern Segment: Monument Blocking Left Turn to Route 6/2

Northern Segment: Alternative Route – Flemming Street

Northern Segment: Flemming Street to Depot Street

Northern Segment: Clary Street to Route 6

Northern Segment: Route 6 at Route 169/170 (Park Street)

Northern Segment: Right Turn to Tar Ridge Road – South Access to Site

Northern Segment: Looking up Tar Ridge Road – South Access to Site

Northern Segment: Tar Ridge Road Turns to Gravel – South Access to Site

Northern Segment: Tar Ridge Road at Atlas Road – South Access to Site

Northern Segment: Entering Southern End of Site

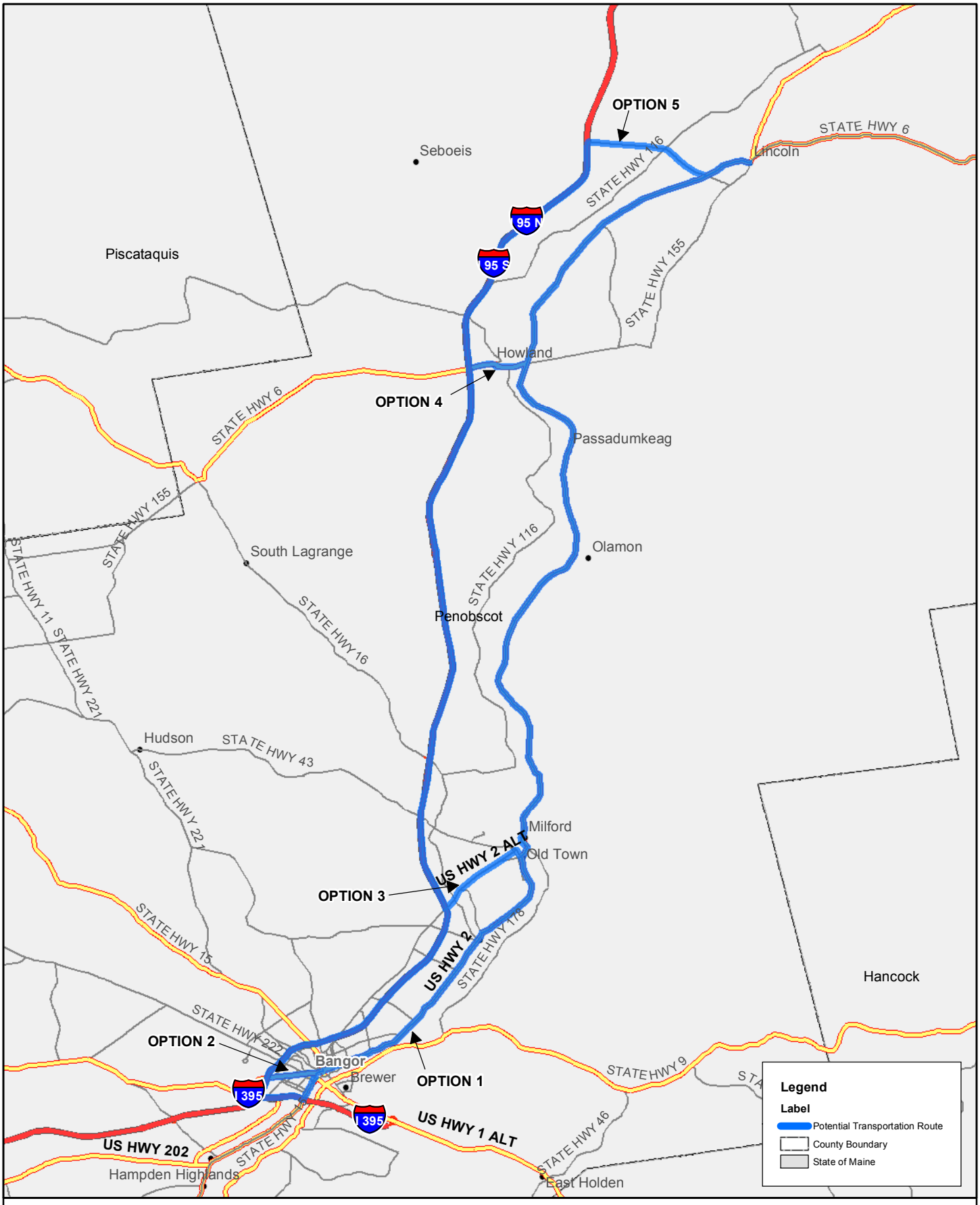
Northern Segment: Route 171/169 Split – North Access to Site

Northern Segment: Averill Road Turns to Springfield Road – North Access to Site

Northern Segment: Springfield Road Right Turn to Atlas Road – North Access to Site

Northern Segment: Atlas Road – North Access to Site

Northern Segment: Atlas Road at Northern End of Site



TETRA TECH EC, INC.

Data Source:
ESRI® Data & Maps, 2004
ESRI, Redlands, California, USA

Central Segment

Stetson Wind Farm
Transportation Assessment

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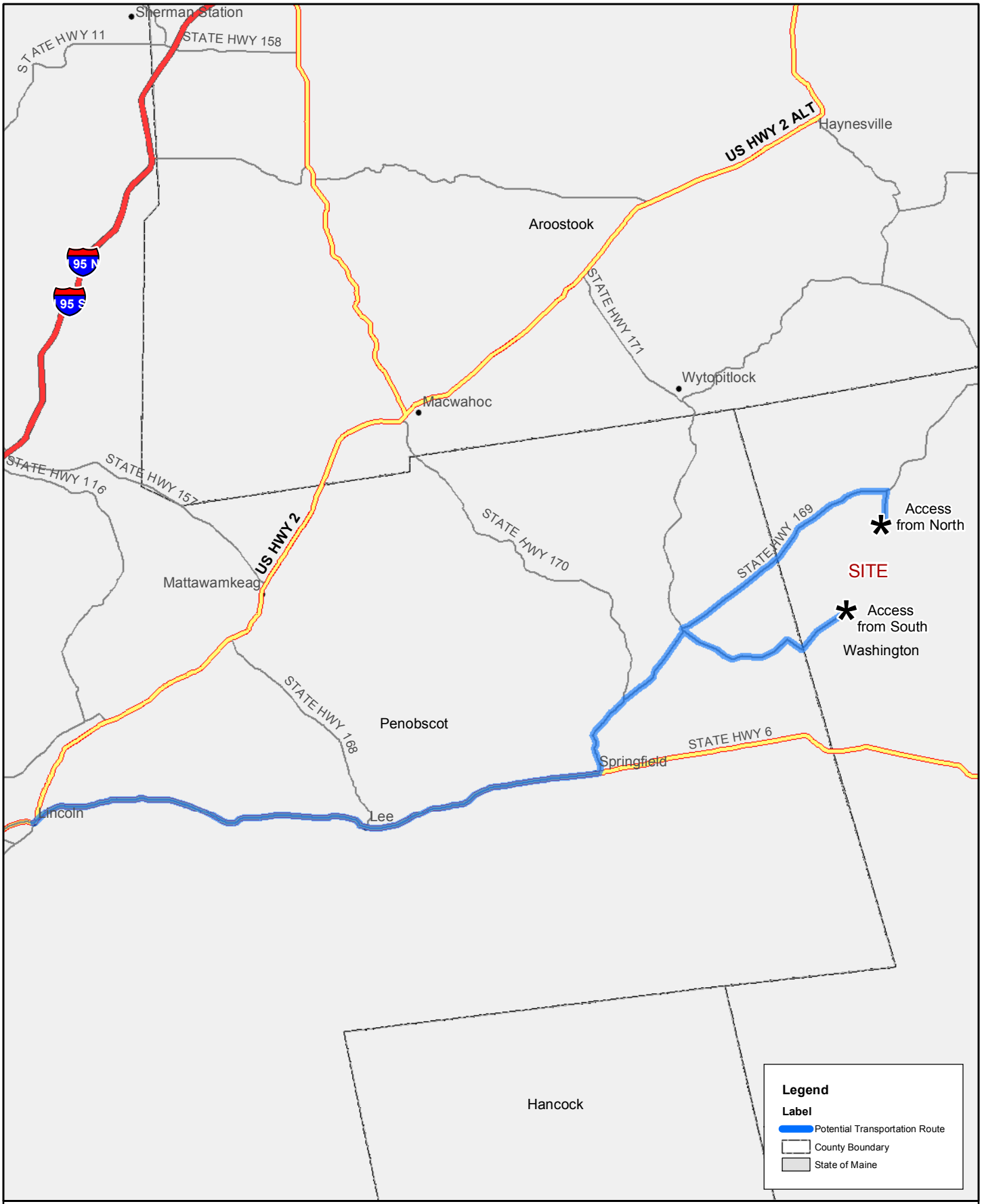
Miles



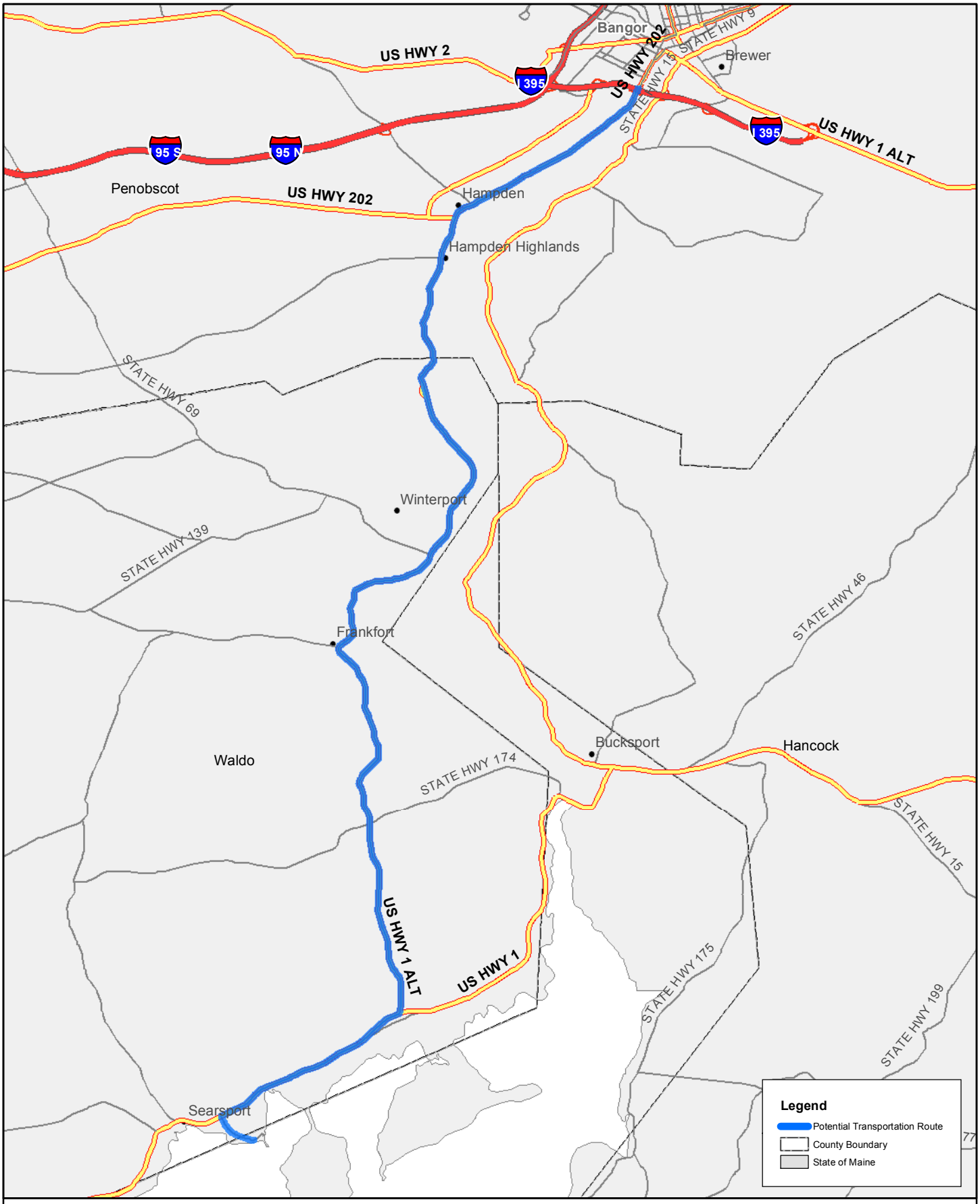
TETRA TECH EC, INC.

Data Source:
ESRI® Data & Maps, 2004
ESRI, Redlands, California, USA

Northern Segment

Stetson Wind Farm
Transportation Assessment

0 1 2 4 6 8
Miles



TETRA TECH EC, INC.

Data Source:
ESRI® Data & Maps, 2004
ESRI, Redlands, California, USA

Southern Segment

Stetson Wind Farm
Transportation Assessment

0 0.5 1 2 3 4
Miles

Federal Aviation Administration
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Aeronautical Study No.
2008-WTE-1385-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine T1 0532.MA.001
Location:	Prentiss, ME
Latitude:	45-35-06.02N NAD 83
Longitude:	67-57-33.99W
Heights:	389 feet above ground level (AGL) 1031 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1385-OE.

Signature Control No: 585936-103403272 (DNE)
Michael Blaich
Specialist

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Aeronautical Study No.
2008-WTE-1386-OE

Issued Date: 10/07/2008

Ryan Chaytors
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**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT2
Location:	Prentiss, ME
Latitude:	45-35-12.91N NAD 83
Longitude:	67-57-39.26W
Heights:	389 feet above ground level (AGL) 1072 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1386-OE.

Signature Control No: 585937-103403306 (DNE)
Michael Blaich
Specialist

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Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1387-OE

Issued Date: 10/07/2008

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85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT3
Location:	Prentiss, ME
Latitude:	45-35-20.40N NAD 83
Longitude:	67-57-40.55W
Heights:	389 feet above ground level (AGL) 1099 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1387-OE.

Signature Control No: 585938-103403312 (DNE)
Michael Blaich
Specialist

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Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1388-OE

Issued Date: 10/07/2008

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85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT4
Location:	Prentiss, ME
Latitude:	45-35-28.43N NAD 83
Longitude:	67-57-40.10W
Heights:	389 feet above ground level (AGL) 1087 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
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This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1388-OE.

Signature Control No: 585939-103403270 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1389-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT5
Location:	Prentiss, ME
Latitude:	45-35-38.16N NAD 83
Longitude:	67-57-33.90W
Heights:	389 feet above ground level (AGL) 1145 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1389-OE.

Signature Control No: 585940-103403307 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1390-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT6
Location:	Prentiss, ME
Latitude:	45-35-45.46N NAD 83
Longitude:	67-57-31.14W
Heights:	389 feet above ground level (AGL) 1108 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1390-OE.

Signature Control No: 585941-103403273 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1391-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT7
Location:	Prentiss, ME
Latitude:	45-37-01.35N NAD 83
Longitude:	67-58-06.26W
Heights:	389 feet above ground level (AGL) 1014 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1391-OE.

Signature Control No: 585942-103403268 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1392-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT8
Location:	Prentiss, ME
Latitude:	45-37-10.66N NAD 83
Longitude:	67-58-14.86W
Heights:	389 feet above ground level (AGL) 1045 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1392-OE.

Signature Control No: 585943-103403310 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1393-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT9
Location:	Prentiss, ME
Latitude:	45-37-19.45N NAD 83
Longitude:	67-58-30.91W
Heights:	389 feet above ground level (AGL) 1120 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1393-OE.

Signature Control No: 585944-103403267 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1394-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT10
Location:	Prentiss, ME
Latitude:	45-37-27.33N NAD 83
Longitude:	67-58-37.74W
Heights:	389 feet above ground level (AGL) 1197 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1394-OE.

Signature Control No: 585945-103403313 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1395-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT11
Location:	Prentiss, ME
Latitude:	45-37-36.00N NAD 83
Longitude:	67-58-48.52W
Heights:	389 feet above ground level (AGL) 1288 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1395-OE.

Signature Control No: 585946-103403269 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1396-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT12
Location:	Prentiss, ME
Latitude:	45-37-43.45N NAD 83
Longitude:	67-58-47.33W
Heights:	389 feet above ground level (AGL) 1280 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1396-OE.

Signature Control No: 585947-103403309 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1397-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT13
Location:	Prentiss, ME
Latitude:	45-37-50.91N NAD 83
Longitude:	67-58-48.30W
Heights:	389 feet above ground level (AGL) 1296 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1397-OE.

Signature Control No: 585948-103403311 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1398-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT14
Location:	Prentiss, ME
Latitude:	45-37-58.32N NAD 83
Longitude:	67-58-47.06W
Heights:	389 feet above ground level (AGL) 1235 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 04/07/2010 unless:

(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1398-OE.

Signature Control No: 585949-103403266 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1399-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT15
Location:	Prentiss, ME
Latitude:	45-38-05.10N NAD 83
Longitude:	67-58-42.68W
Heights:	389 feet above ground level (AGL) 1184 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
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A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1399-OE.

Signature Control No: 585950-103403308 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1400-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT16
Location:	Prentiss, ME
Latitude:	45-38-12.35N NAD 83
Longitude:	67-58-39.69W
Heights:	389 feet above ground level (AGL) 1165 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint only - Chapters 12&13(Turbines).

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part I)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

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A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1400-OE.

Signature Control No: 585951-103403314 (DNE)
Michael Blaich
Specialist

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2008-WTE-1401-OE

Issued Date: 10/07/2008

Ryan Chaytors
First Wind
85 Wells Avenue, Suite 305
Newton, MA 02459-3210

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Wind Turbine WT17
Location:	Prentiss, ME
Latitude:	45-38-20.76N NAD 83
Longitude:	67-58-41.43W
Heights:	389 feet above ground level (AGL) 1104 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, white paint/synchronized red lights - Chapters 4,12&13(Turbines).

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A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (770) 909-4329. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-WTE-1401-OE.

Signature Control No: 585952-103403271 (DNE)
Michael Blaich
Specialist

Washington County Sheriff's Office

Donald Smith
Sheriff

Michael St. Louis
Chief Deputy

Robert Gross
Jail Administrator

Paula A. Johnson
Administrative Assistant

Emergency: Dial 9-1-1
Post Office Box 120
Machias, ME 04654
Telephone: (207) 255-4422
Toll Free: 800-432-7303
Fax: (207) 255-3641

Mr. Ryan Chaytors
Project Manager
Stetson Wind II, LLC
100 Wells Avenue, Suite 201
Newton, MA 02459

Dear Mr. Chaytors:

This letter is in regards to the proposed Stetson II Wind Project in T8 R4, Washington County, Maine. It is my understanding that the proposed Project is an extension of Stetson I to the north of Route 169. The project will consist of 17 turbines located on Jimmey Mountain and Owl Mountain and will have 2 access points off of Route 169.

Overall, we expect that any services the project will require will be consistent with the services that are currently provided in northern Washington County and in particular surrounding the existing Stetson I. This project is likely to have little, if any, need for police services. There do not seem to be any unique safety risks that will need to be addressed and the police services currently provided will be adequate to ensure safety. The Washington County Sheriff's Office can provide adequate police services for the Stetson II Project.

The Sherriff's Office looks forward to working with Stetson II during the continued development and construction of this Project. If I can be of any further assistance please do not hesitate to contact me.

Sincerely, Sheriff Donnie Smith
Washington County Sheriff's Office

STATE OF MAINE
DEPARTMENT OF CONSERVATION
MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0022

JOHN ELIAS BALDACCI
GOVERNOR

PATRICK K. MCGOWAN
COMMISSIONER

Land Use Regulation Commission
22 State House Station
Augusta, Maine 04333
Attn: Marcia Spencer Famous

September 22, 2008

Re: Impact of Stetson II Wind Project on Local Wildland Fire Protection Services

Dear Ms. Spencer Famous

I have reviewed the Stetson Mountain II Wind Power, LLC development of a 25.5 MW wind power project on Owl and Jimmy Mountains in T8R4 NBPP, Washington County. The project will consist of 17 turbines and associated transmission lines. The project is associated with and just north of the original Stetson Mountain wind project.

I serve as the district ranger who provides forest fire protection for this area on behalf of the Maine Forest Service. The Maine Forest Service is not a structural fire agency, but we would lend assistance to the level that we are trained and equipped. I have determined, based on my review of the Stetson II project and my discussions with their representative that this project will be reasonably self-sufficient and will have little, if any, impact on the services that we provide to this region. The need for additional wildfire protection services should be minimal and will be consistent with the services currently provided.

With respect to the Stetson II wind project, the appropriate wildfire protection services are available and no special circumstances or conditions will be required prior to the provisions of such services.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

William Hamilton
District Ranger

Cc: Ryan Chaytors
M. Ricci
B. Williams
File

PINE TREE
WASTE SERVICES

July 22, 2008

Stetson Wind Power II, LLC
85 Wells Avenue, Suite 305
Newton, MA 02459
Attn: Ryan Chaytors

Re: Capabilities Statement

Dear Mr. Chaytors,

This letter is to confirm that Pine Tree Waste Services located in Hermon, ME has the capabilities to pick up, truck, and dispose of annual volumes of (CDD) construction demolition debris as well as CDD material generated by proposed construction at the windpower project located in T8 R4 NBPP. These materials can be disposed of at the Pine Tree Secured Landfill Facility located in Hamden, ME. (Tax ID #01-0329311A)

Pine Tree Waste Services can also transport volumes of non-hazardous MSW (Municipal Solid Waste) to the Penobscot Energy Recovery Corporation facility located in Orrington, ME. We are also prepared to handle all amounts of recycled products that may be generated from this development.

This letter is not a quote for services. Rather it is a statement of capabilities. The sole purpose of this letter is to communicate the willingness and capabilities that Pine Tree Waste Services has towards providing this services as requested.

Please feel free to contact me with any future requests. I can be reached at (207) 848-7551 ext.115

Sincerely,

Adam Graham
Accounts Manager
Pine Tree Waste Services

1.0 INTRODUCTION

This erosion and sedimentation control plan has been developed to (1) satisfy the requirements of the Land Use Regulation Commission (LURC) Chapter 10 Rules and Standards and (2) identify road construction and stormwater management techniques that will minimize unreasonable soil erosion and prevent potential reductions in the water storage capacity of existing soils. The erosion control plan is included on Sheets ES-1 through ES-7 of the project design plans located in Exhibit 5. The plan identifies best management practices (BMPs) that can be implemented during project construction to minimize and control soil erosion. The plans, details, and specifications included in the plan identify appropriate BMPs for various soil and environmental conditions, explain the basis for their use, and provide details for their installation.

2.0 OVERVIEW OF EROSION AND SEDIMENTATION CONCERNS

Activities that may potentially cause erosion during project construction primarily consist of grading of the access and crane path roads and grading and site preparation for the 17 wind turbine clearings (i.e., foundations, crane pads, and rotor assembly areas). As part of the Stetson II Wind Project, approximately 3.65 miles of 16-foot wide access road, 2.82 miles of 32-foot wide crane path roads, and 0.14 mile of 32-foot wide spur roads leading to the turbine sites will be used. A portion of these roads, approximately 3.34 miles (51%), will be improvements to the existing logging roads. The remaining 3.27 miles (49%) will be new construction that is primarily through wooded areas. Each turbine clearing will consist of approximately 1.01 acre of temporary clearing and 0.25 acre of permanent clearing, for a total of approximately 1.26 acres of proposed clearing for each wind turbine location. As project design plans are further developed, the geometry of these clearings will likely be reduced and tailored to the specific site conditions (e.g., existing grades, depth to bedrock and soil types) to minimize steep grades and extended fill zones. In addition to the roads and turbine clearings, approximately 5.5 acres of the project site will be cleared for use as laydown areas for construction materials and equipment. This is summarized in Table 1.

Table 1. Cleared Acreage for Stetson II Wind Project

Cleared Acreage			
17 Turbine Pads Temporary clearing Permanent clearing		 17.2 acres 4.3 acres	Temporary clearing = pad clearings + grading = 1.01 ac each. Permanent clearing = crane pad + OHE + driveway + foundation + 50' perimeter = 0.25 ac each
New Crane Path Segments Temporary clearing Permanent clearing		 4.7 acres 9.8 acres	 Jimmey 2.79 ac + Owl 1.91 ac Jimmey 6.09 ac + Owl 3.71 ac
New Spur Roads Temporary clearing Permanent clearing		 0.3 acre 0.5 acre	 One spur road on Owl Crane Path., none on Jimmey Rd.
New Access Roads Temporary clearing Permanent clearing		 0.5 acre 0.4 acre	 Jimmey 0.00 ac + Owl 0.50 ac Jimmey 0.08 ac + Owl 0.33 ac
Existing Roads, Widening Temporary clearing Permanent clearing		 1.0 acre 0.1 acre	 Jimmey 0.84 ac + Owl 0.12 ac Jimmey 0.06 ac + Owl 0.01 ac
Stump Dump		<1 acre	
Lay down areas Temporary clearing		 5.0 acres 0.5 acres	 material/equipment laydown areas only
Met Towers Permanent clearing		 2.1 ac	Three separate towers
Collector line corridor Temporary clearing		 33 acres	Corridor 80 ft wide
Temporary clearing **Permanent clearing** **Total Project Clearing**		**61.7 acres** **18.7 acres** **80.4 acres**	

3.0 EROSION AND SEDIMENTATION CONTROL MEASURES

The proposed erosion and sedimentation control plan includes installation of silt fencing, erosion control mulch, riprap slope protection, and rock sandwich road construction. These BMPs will be designed in accordance with the following standard references on erosion and sedimentation control in the State of Maine:

- *Maine Erosion and Sedimentation Control Best Management Practices* [Maine Department of Environmental Protection (MDEP), 2003];
- *Erosion and Sediment Control Handbook for Maine Timber Harvesting Operations – Best Management Practices* (1991); and
- *Land Use Handbook – Section 6 – Erosion Control on Logging Jobs and Revision (Supplement)* (effective January 5, 1981).

Erosion and sedimentation control design plans, details, and specifications will be reviewed by a State of Maine licensed Professional Engineer and Certified Professional in Erosion and Sediment Control who specializes in design and implementation of erosion control methods.

If winter or early spring construction occurs, the recommended winter construction BMPs will be followed. These include application of hay mulch at twice the standard rate and installing a double row of sediment barriers for areas within 75 feet of a wetland. Winter construction specifications are also provided on Sheet C15.

Following is a brief summary of the implementation of each of the BMPs in the proposed erosion and sedimentation control plan. Typical details for each BMP are included with the turbine site and road plans in Exhibit 1.

Silt Fence

Silt fence, or a combination of silt fencing and erosion control mulch, will be installed down-gradient of construction and clearing activities. In critical areas, particularly near wetlands, a double layer of silt fencing may be installed. Multiple rows of silt fencing may also be necessary in long areas of cuts. The final layout will be prepared in accordance with typical design methods for these BMPs included in the above references. Silt fence should not be used in areas of concentrated stormwater runoff.

Erosion Control Mulch

Erosion control mulch will be used to provide cover for denuded or hydroseeded areas until vegetation is established for slope stabilization. Mulch placed on slopes less than 10 percent will be anchored by applying water or another tackifier; mulch placed on slopes steeper than 10 percent will be covered with fabric netting and anchored with staples as deemed necessary. Wood mulch generated by chipping trees and other cleared woody vegetation will be used to provide cover material over bare slopes as an erosion control material. Depending on up-gradient slopes, erosion control mulch may also be bermed up to 12 inches high on the uphill side of silt fences. Erosion control mulch should not be used in areas of concentrated stormwater runoff.

Riprap

Steeply sloped ditches along project roadways will be armored with appropriately sized riprap armoring to stabilize the ditch. Cross culverts or culverts under spur roads may also be necessary as part of this project. Plunge pools, check dams, and level spreaders will be used to dissipate concentrated flows that might cause erosion and thereby protect culvert outlets.

Rock Sandwich Road Construction

The erosive potential of water that may be concentrated in ditches will be minimized by the use, where applicable, of “rock sandwich” road construction as suggested by State Soil Scientist David Rocque. Rock sandwich construction will be used in fill areas at the bottom of any low points with high ground water or poor soils to enable water to flow down to cross slopes that are intercepted by the project roadway. This will eliminate the concentration of flows in a ditch on the uphill side of the road and allow water from uphill areas to continue flowing under the road in a layer of coarse gravel.

Ditch Turnouts and Level Spreaders

Where ditches are necessary, primarily in cut sections of the roadway, appropriately sized and located cross-culverts and ditch turnouts will be used to dissipate collected stormwater runoff back to sheet flow. These ditches will be designed as suggested by MDEP and LURC Chapter 10 criteria, which requires a ditch turnout ending with a level spreader every 250 feet if both sides of a crowned road are being diverted, and every 400 feet if only one side of the road is discharged through the ditch and level spreader. In areas of long deep cuts, MDEP has found that the creation of the level spreaders themselves are an unnecessary disturbance and has allowed longer runs and oversized spreaders at the end of the cut section. The final erosion and sedimentation control plan will reflect these findings.

3.1 Site Plans

James W. Sewall Company prepared the road and turbine site design plans for the site development application that identify vegetation types and locations, slopes, and other nature features near the disturbed areas. The plans and accompanying details show and describe temporary and permanent erosion control measures.

3.2 Sequence of Construction

In general, erosion control measures will be implemented down-gradient of each work area before earthwork begins. Construction activities will be sequenced to minimize the project area that is disturbed but unstabilized at any point in time. Disturbed and stockpiled soil will be temporarily stabilized at the end of each workday. Temporary erosion control measures will be the first items installed and the last items to be removed after healthy vegetation is established.

After preliminary layout and staking of the new road segments and areas to be cleared, erosion control measures will be installed. As the roads are constructed and areas are cleared, additional measures will be implemented. As roads reach final grade, permanent measures, such as ditch turnouts and level spreaders, will be constructed.

Cleared areas will receive temporary mulching and seeding. Topsoil stockpiles will be protected by double measures such as temporary seeding and silt fences. After turbines are installed, a significant portion of each turbine clearing will be regraded with the stockpiled topsoil and permanently stabilized with mulch.

Because stabilization of areas following completion of final grading is very important to prevent erosion, areas will be stabilized within seven days of work completion. Final stabilization will consist of coarse gravel or blast rock (project roadways), mulch (turbine clearings), permanent seeding and erosion control mulch/matting (less steep cut and fill slopes), and riprap (steep cut/fill slopes, ditches and culvert outlets).

3.3 Maintenance and Inspection of Erosion Control Measures

Maintenance of erosion control measures is key to their successful operation. BMPs will be inspected at least weekly and after any rainstorm greater than 0.5 inch by the project General Contractor, who will be certified in erosion control practices by the MDEP, and periodically by a third-party inspection personnel under direct supervision of a licensed Professional Engineer. Inspections will be documented in writing and be made available to LURC upon request. Workers on-site will be instructed to report problems as they occur so remedial action can be taken as soon as possible.

NOTICE OF INTENT TO COMPLY WITH MAINE CONSTRUCTION GENERAL PERMIT

PLEASE TYPE OR PRINT IN *BLACK INK ONLY*

Name of applicant:	Stetson Wind II, LLC			**Name of owner or lessee:**	Stetson Wind II, LLC		
Mailing Address:	85 Wells Ave., Suite 305 Newton, MA 02459			**Town/City:**	T8R4 NBPP		
State:		**Zip Code:**		**Daytime phone: (with area code)**	617-767-6956	**Email if available:**	
Size of disturbed area proposed:	61.7 acres temporary 18.7 acres permanent	Creating a common plan of development or sale?		**Yes**	**No** X	**# of lots**	
Name of waterbody(ies) to which the disturbed area drains, or name municipality if drains to an MS4:		Upper Hot Brook Lake, Mattawamkeag River, Penobscot River, Webster Brook, Hot Brook					
Does site drain to an Impaired Waterbody (C)? If so, give name:		**Detailed directions to site, including address if available:**					
From Lincoln head east on Route 6 through Lee and Springfield.							
Take a Left onto Route 169. Immediately after Altas Road on the right are Owl and Jimmey							
access roads on the left.							
Project Location: (Town/City):	T8R4 NBPP	**UTM Northing: (if known)**		**UTM Easting: (if known)**			
Map #:	T8R4 Map 1	**Lot #:**	T8R4 Lot 1	**County:**	Washington		
Description of project and its purpose:	Applicant is proposing to install 17 wind turbines along Owl Ridge and Jimmey						
Ridge to generate electricity.							
Creating a common plan of development or sale?	**Yes**	**No** X		**Part of a larger project?**	**Yes**	**No** X	

I am filing notice of my intent to carry out work which meets the requirements of the Construction General Permit (effective 2/17/03). I have a copy of the Construction General Permit. I have read and will comply with all of the standards. I have attached all the required submittals. *Notification forms cannot be accepted without the necessary attachments.*

- ☒ ALL: A check for $100 (non-refundable) made payable to: "Treasurer, State of Maine" if ESC plan is attached for review. Otherwise, check for $75.
- ☒ ALL: A U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☒ ALL: Drawing of the proposed activity (site plan)
- ☐ IF this form is not being signed by the landowner or lessee of the property, attach documentation showing authorization to sign.
- ☐ IF disturbed area drains to an Impaired Waterbody (C), attach an ESC plan.
- ☐ IF disturbed area drains to any other waterbody and is 3 or more acres, EITHER (1) attach an ESC plan OR (2) include a statement that certification has been obtained for an ESC plan for the project, and indicate who certified the plan.
- ☐ IF any construction activity will occur in essential habitat, attach written approval from the Dept. of Inland Fisheries & Wildlife.

I authorize staff of the Departments of Environmental Protection to access the project site for the purpose of determining compliance with the general permit. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

Signature of Applicant: Paul Gay **Date:** 10/28/08

Keep a copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. An approved NOI is valid until 7/1/04. **Work carried out in violation of any standard is subject to enforcement action.**

OFFICE USE ONLY	Ck.#		Staff	Staff	
NOI #	FP	Date	Acc. Date	Def. Date	After Photos