

EASEMENT

THIS EASEMENT is granted and conveyed by **243 DARRINGTON ROAD LLC**, a Maine limited liability company with a mailing address of P.O. Box 23, Dixfield, ME 04224 (“Grantor”), to **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 (“Grantee”).

WHEREAS, Grantor is the owner of certain lands in Canton, Oxford County, Maine, described in a certain deed to Grantor recorded in Book 4722, Page 205 of the Oxford County (East) Registry of Deeds.

WHEREAS, Grantee desires to use a portion of such lands for purposes of using, upgrading and maintaining Ludden Lane, a discontinued town road that crosses Grantor’s property for the express purpose of accessing, developing, permitting, building and operating a wind turbine project on Canton Mountain and Colonel Holman Mountain in Canton and Dixfield, Maine (the “Easement”) in accordance with the terms set forth below (the “Permitted Use”), which portion is more generally depicted on the Plans attached hereto as Exhibit A (the “Plans”) and more particularly bounded and described below, and which portion is hereinafter referred to as the “Easement Property.” The Easement shall be within the Easement Property, being a corridor Fifty (50) feet in width, the centerline of which is identified as Ludden Lane and by reference to those coordinates set forth at Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Ludden Lane is or may be formerly a town road with certain rights reserved for the public and others, and Grantee desires to use any portion of Ludden Lane owned or controlled by Grantor to access property for the purpose of developing, constructing, maintaining and operating a wind energy project and/or related transmission line facility on adjacent or nearby parcels.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the “Easement”) over and upon the Easement Property, for the following purposes: To enter upon the Easement Property at any time with men, vehicles, and all necessary tools and machinery for the purposes described herein: to clear vegetation, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, build ditches, place aggregate and grade useful for the transportation of wind turbine components and operation of a wind turbine project and/or access to an energy transmission corridor, all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property.

GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective.
3. Indemnification. Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Easement by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Easement.
4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Easement Property.
5. Clearing Operations. Grantee agrees to compensate Grantor for any timber harvested on the Easement Property at the then market value of any stumpage or provide all marketable timber harvested directly to Grantor.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantee shall provide certificates or other proof of such insurance when requested by Grantor.
7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are

in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). The obligations herein shall survive any termination of this Easement.

8. Maintenance of Easement Property. Grantee shall maintain its improvements and personal property within the Easement Property in good repair. Grantee shall at all times keep the Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Easement Property, but shall keep the same free and clear of all such refuse that comes to exist by, through, or under Grantee after the date hereof. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its pre-existing (cleared) condition as may be practicable.
9. Relocation. Grantee may not relocate this Easement without Grantor's prior written consent.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. These rights are granted in gross to Grantee but are specifically intended to be freely assignable by Grantee. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.
11. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, 243 DARRINGTON ROAD LLC, P.O. Box 23, Dixfield, ME 04224 and if to Grantee, CANTON MOUNTAIN WIND, LLC, 549 South Street, Quincy, MA 02169.
12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.

14. Entire Agreement. This Easement constitutes the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 21st day of March, 2012.

Witness:

Theresa M. Hemingway

Grantor: **243 Darrington Road, LLC**

By: Loando Brann
Loando Brann, Manager

Witness:

Charlotte M. Quinn

STATE OF MAINE
OXFORD COUNTY

Then personally appeared the above named Loando V. Brann and acknowledged the foregoing instrument to be his free act and deed.

Before me this 21st day of March, 2012.

Vickie R. Carrier
Printed Name: _____
Notary Public
My Commission Expires: _____

**VICKIE R. CARRIER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOV. 17, 2018**

Witness:

Quincy Galbraith

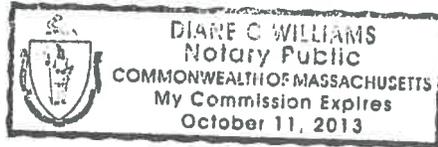
Grantee: **CANTON MOUNTAIN WIND, LLC**

By: Jay M. Cashman
Jay M. Cashman, Manager

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

Then personally appeared the above named Jay M. Cashman, as Manager of Canton Mountain Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 29 day of MARCH, 2012.


DIANE C WILLIAMS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 11, 2013

Diane C Williams
Printed Name: Diane C Williams
Notary Public
My Commission Expires: 10/11/13

Exhibit A
The Plans

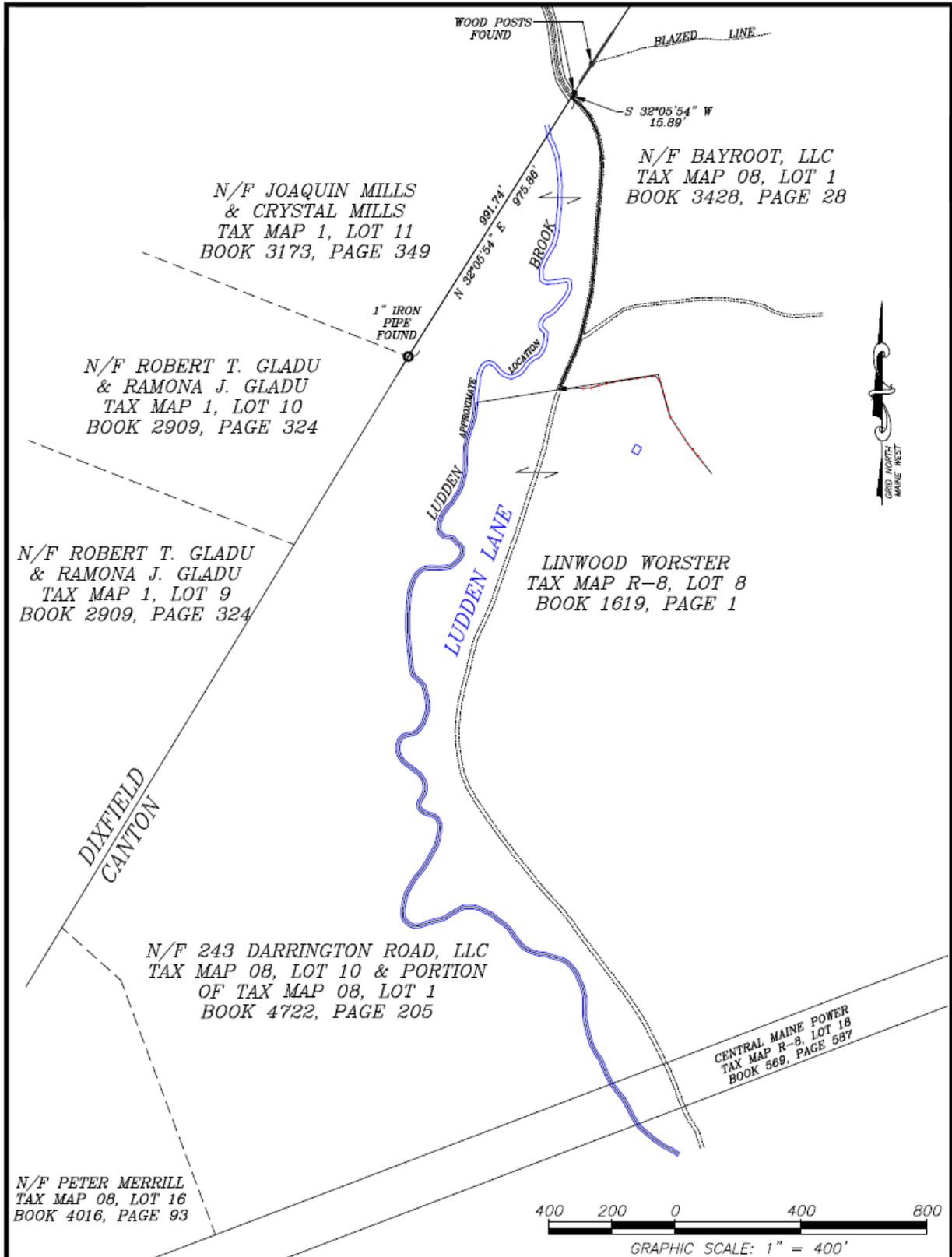


Exhibit A-1
Coordinates of Easement

A certain fifty foot wide easement and right-of-way located along the centerline of the fifty-foot roadway known as Ludden Lane, being bounded and described as follows:

Beginning a point located at the intersection of the center of a gravel way known as Ludden Lane and also known as the Dunn or Whittemore Road and the north line of the land of Linwood Worster said point being located on a bearing of South eighty-one degrees fourteen minutes thirty-eight seconds West (S 81°14'38" W) a distance of seventeen and sixty-three hundredths (17.63) feet from a wooden post found marking or witnessing a corner of a parcel of land owned by of Bayroot, LLC as described in deed recorded in the Oxford County Registry of Deeds Book 3428, Page 28;

Thence from said point and along said centerline of said road which is bounded on the West by the land now or formerly of 243 Darrington Road, LLC and bounded on the East by the land now or formerly of Bayroot, LLC following thirteen (13) courses;

L1) North twenty-two degrees fifty-seven minutes sixteen seconds East (N 22°57'16"E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L2) North twenty-four degrees twelve minutes forty-two seconds East (N 24°12'42" E) a distance of fifty and zero hundredths (50.00) feet to a point;

L3) North twenty degrees forty-six minutes forty-three seconds East (N 20°46'43" E) a distance of fifty-three and forty hundredths (53.40) feet to a point;

L4) North thirteen degrees twenty-eight minutes seventeen seconds East (N 13°28'17" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L5) North twelve degrees forty-six minutes zero seconds East (N 12°46'00" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L6) North six degrees seven minutes eight seconds East (N 06°07'08" E) a distance of one hundred one and zero hundredths (101.00) feet to a point;

L7) North three degrees fifty-six minutes thirty seconds East (N 03°56'30" E) a distance of one hundred thirty-six and zero hundredths (136.00) feet to a point;

L8) North five degrees ten minutes one second East (N 05°10'01" E) a distance of one hundred eleven and zero hundredths (111.00) feet to a point;

L9) North three degrees three minutes twenty-two seconds East (N 03°03'22" E) a distance of eighty and zero hundredths (80.00) feet to a point;

L10) North nine degrees fifteen minutes one second West (N 09°15'01" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

L11) North twenty-three degrees fifty-four minutes fifty-two seconds West (N 23°54'52" W) a distance of sixty-five and zero hundredths (65.00) feet to a point;

L12) North thirty-seven degrees fifty-nine minutes one second West (N37°59'01" W) a distance of thirty-five and twenty-five hundredths (35.25) feet to a point;

L13) North forty-six degrees fifty-three minutes forty-seven seconds West (N 46°53'47" W) a distance of fifty and zero hundredths (50.00) feet to a point located approximately two and five tenths (2.5) feet southwesterly of the center of said gravel way at the land now or formerly of Joaquin & Crystal Mills said point also being located on a bearing of South Thirty two degrees five minutes fifty-four seconds West (S 32°05'54" W) a distance of a distance of fifteen and eighty-nine hundredths (15.89) feet from a wooden post found marking or witnessing a corner of the land of the aforementioned Bayroot, LLC and being the termination said easement said easement having a width of fifty (50) feet and being parallel and twenty-five (25) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline. However the eastern boundary on the line of Bayroot, LLC has an additional course of North thirty-four degrees one minute twenty-seven seconds West (N 34°01'27" W) to its point of intersection with the Dixfield and Canton Town Line & the land of said Mills.