

EASEMENT

The undersigned **ARTHUR D. HASELTINE** and **GAYE ELIZABETH T. HASELTINE**, residents of Roxbury, Maine, with a mailing address of 248 Roxbury Notch Road, Roxbury, Maine 04275 (hereinafter, collectively, "Grantor") for consideration paid by **ROXWIND LLC**, a Massachusetts limited liability company with a mailing address of c/o Palmer Management Corporation, 13 Elm Street, Suite 200, Cohasset, Massachusetts 02025 (hereinafter, "Grantee"), the receipt of which is hereby acknowledged, hereby grant unto Grantee, its successors and assigns, forever, with warranty covenants, the exclusive perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, re-space, replace, operate, patrol and remove energy, fuel and communications transmission and distribution lines consisting of suitable and sufficient poles, towers, pipes, duct-banks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, fuel and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including interconnection and communication facilities and a structure, and for all Utility Services defined in accordance with 33 M.R.S. Section 458, over, upon, under and across land situated in the Town of Roxbury, Oxford County, Maine, known as Lot 14 on Assessor's Map 12 and further described in a deed to Arthur T. Haseltine and Gaye Elizabeth T. Haseltine by deed dated [November 18, 2002] and recorded in the Oxford County Registry of Deeds in Book [3202], Page [45].

The location of said easement is more particularly described as follows:

See EXHIBIT A attached hereto and incorporated herein (the "Easement Area").

Also conveying to Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said Easement Area of all trees, timber, and bushes growing on said easement area by such means as Grantee may select.

Grantee shall have the right and easement to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors and associated facilities. Grantee intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the Easement Area. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate.

Grantor, personally and for their successors, heirs, personal representatives, and assigns, covenant and agree to and with Grantee, that Grantor will not erect or permit the erection or

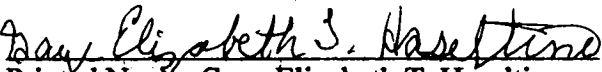
maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described Easement Area, and will not place any materials on, or permit or allow any material of any kind or nature to accumulate on or be removed from said Easement Area if, in the reasonable opinion of Grantee, such erection, maintenance or action would endanger or interfere with the current or the future use of said Easement Area in its operation.

This easements granted hereby are intended to benefit RoxWind LLC, its successors and assigns, including, but not limited to, Central Maine Power Company and any service providers or contractors to RoxWind LLC for the construction, installation, operation, maintenance and interconnection of the wind power electric generation facility to be located primarily on adjacent property leased by RoxWind LLC by virtue of a Land Lease Agreement ("Lease") between Linkletter Timberlands, LLC, as Lessor, and Maine Distributed Power, LLC, as Lessee, dated September 5, 2012, said Lease having been subsequently assigned by Maine Distributed Power, LLC, to Horseshoe Valley Wind, LLC, and by Horseshoe Valley Wind, LLC, to RoxWind LLC, as such Lease has been amended from time to time and as may be amended in the future.

The terms Grantor and Grantee shall include their respective heirs, administrators, successors, personal representatives, affiliates and assigns.

GRANTOR:


Printed Name: Arthur D. Haseltine

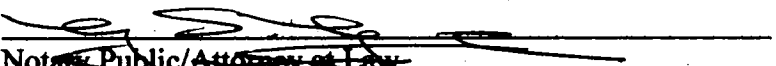

Printed Name: Gaye Elizabeth T. Haseltine

State of Maine

County of Oxford, ss

The above-named Arthur D. Haseltine and Gaye Elizabeth T. Haseltine, personally appeared before me and acknowledged the foregoing instrument to be their free acts and deeds.

Date: 6/13/18


Notary Public/Attorney at Law

Printed Name: Greg S. Gagne

My Commission expires: 5-10-24

Greg S. Gagne
Notary Public • State of Maine
My Commission Expires May 10, 2024



Grantors' Initials ADH GH

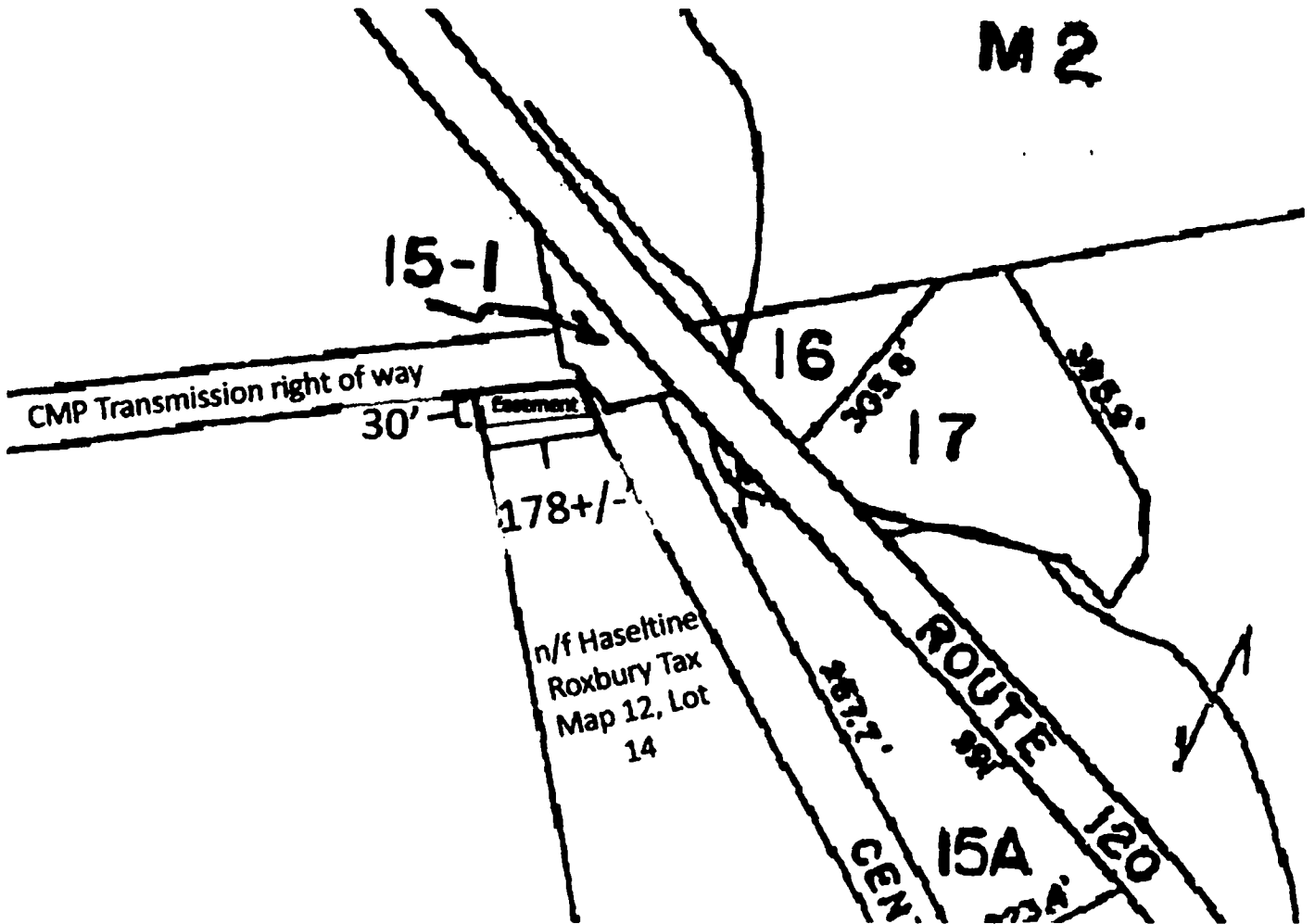
EXHIBIT A

The Easement Area generally as shown on the attached **EXHIBIT A-1** – is a proposed conceptual layout for Grantee’s proposed transmission lines and equipment for interconnection to a power line owned by Central Maine Power Company located on Grantor’s property. The portion of Grantor’s land being encumbered by the easement rights is referenced herein as the “Easement Area”.

Grantor and Grantee agree that upon completion of final engineering and prior to Closing, Grantee will prepare a final description that will definitively locate and describe the Easement Area, and that this final description will be attached as Exhibit A to the Easement.

EXHIBIT A-1

PDF of Sketch or Aerial Plan with Grantor's initials



Recorded: Oxford County 6/27/2018 01:29:12 PM
Patricia A Shearman Register of Deeds

Grantors' Initials *AD Leth*