

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

This Easement (a/k/a Mitigation Waiver Agreement) is made by G & D Properties, Inc. (a/k/a G. and D. Properties, Inc.), a Maine corporation with a place of business in Carmel, Maine ("Grantor"), the owner of a certain lot or parcel of land situated in the Town of Clifton, Penobscot County, Maine, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (said lot or parcel of land hereinafter referred to as the "Burdened Property").

WHEREAS, PISGAH MOUNTAIN, LLC, a Maine limited liability company having a mailing address of 129 7th Street, Bangor, Maine 04401 ("Grantee"), plans to construct and operate a wind power project (a/k/a wind energy facility), including wind turbine generators and towers and related equipment, facilities, infrastructure, substructures or other improvements (hereinafter referred to as the "Wind Power Project"), on lands near the Burdened Property (said lands of the Wind Power Project hereinafter referred to as the "Benefited Property"), including (without limitation) the lands described in a Warranty Deed from G & D Properties, Inc. to Paul C. Fuller and Sandy L. Fuller dated May 14, 2009, recorded in the Penobscot County Registry of Deeds in Book 11762, Page 317, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Wind Power Project (1) will emit sound, including at levels that may exceed applicable state or municipal maximum sound level limits for the Burdened Property, (2) may cast shadows or blade glint onto or produce a shadow flicker effect or blade glint at the Burdened Property, (3) may be less than the required setback from any property lines of the Burdened Property, or (4) may be less than the required setback from any occupied structures on the Burdened Property.

NOW, THEREFORE, for good and valuable consideration received, Grantor hereby grants a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Burdened Property and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the

Burdened Property; (b) the right to cast shadows, shadow flicker, or blade glint from the Wind Power Project onto the Burdened Property; (c) the right to construct and operate wind turbines on the Burdened Property within 100 feet of the property lines of the Burdened Property (hereby expressly waiving any setback requirement of any applicable state or municipal statute, ordinance, or regulation); and (d) the right to construct and operate wind turbines on the Burdened Property within 100 feet of any occupied structure on the Burdened Property (hereby expressly waiving any setback requirement of any state, municipal statute, ordinance, or regulation). Grantor also agrees that the foregoing easement rights shall apply to Parcel 2 as described in the deed recorded in Book 11762, Page 317 in the event that Grantor, its successors or assigns, exercises the right to repurchase Parcel 2 as reserved in said deed.

This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the easement hereby granted shall run with the Burdened Property. The benefit of the easement hereby granted is not appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

The benefit of the easement hereby granted may be enforced by Grantee, its successors and assigns, by any appropriate legal or equitable remedy. In the event that Grantee, its successors or assigns, shall bring an action against Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor, its successors and assigns, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on their behalf this 27 day of July A N , 2010.

O F F I C I A L  
C O P Y

O F F I C I A L  
G & D Properties, Inc. (Grantor)

[Signature]  
Witness

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

O F F I C I A L  
C O P Y

O F F I C I A L  
C O P Y

PISGAH MOUNTAIN, LLC (Grantee)

[Signature]  
Witness

By: [Signature]  
Paul C. Fuller  
Its Duly Authorized Member

STATE OF MAINE  
County of Penobscot, ss.

July 27, 2010

Personally appeared before me the above named David A. Woodhead, in his/her capacity as President of G & D Properties, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

[Signature]  
Notary Public / Attorney at Law

Printed Name: \_\_\_\_\_

**DIANNE J. BOWDEN**  
Notary Public • State of Maine  
My Commission Expires Nov. 14, 2016



N O T

N O T

of the Grantor herein; thence N 83° W a distance of 101 chains, more or less, along Lots 50, 51 and part of 52 along a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 293 near the center on the north line of said Lot 52; thence S 7° W a distance of 7.75 chains, more or less, along a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 292 near the center; thence N 83° W a distance of 25.0 chains, more or less, to a rebar driven into the ground with an aluminum cap affixed to the top numbered 291 near the center on the westerly line of said Lot 52; thence S 7° W a distance of 19.85 chains, more or less, following the westerly line of said Lot 52 to a rebar driven into the ground with an aluminum cap affixed to the top numbered 290 near the center at the northwesterly corner of Lot 38; thence N 83° W 40.0 chains, more or less, along the northerly line of Lot 39 and a spotted line painted yellow to a rebar driven into the ground with an aluminum cap affixed to the top numbered 269 near the center at the northwesterly corner of Lot 39; thence S 7° W a distance of 815 feet, more or less, along the westerly line of said Lot 39 and along a spotted line painted yellow to a No. 5 rebar driven into the ground at or near the height of land; thence S 47°-35'-15" E following a spotted line painted yellow a distance of 1,245.1 feet to a No. 5 rebar driven into the ground; thence N 66°-39'-00" E following a spotted line painted yellow a distance of 2,795.0 feet to a No. 5 rebar driven into the ground; thence S 12°-43'-00" E following a spotted line painted yellow a distance of 1,140.2 feet to a No. 5 rebar driven into the ground; thence S 46°-42'-30" W following a spotted line painted yellow a distance of 777.9 feet to a No. 5 rebar driven into the ground; thence S 16°-28'-30" E following a spotted line painted yellow a distance of 2,748.6 feet to a No. 5 rebar driven into the ground; thence South 83°-53'30 E following a spotted line painted yellow a distance of 469.8 feet to a No. 5 rebar driven into the ground on the easterly line of Lot 23 at the point of beginning, containing 1,336 acres, more or less.

All bearings are magnetic, the coarse bearings are from a survey by Prentiss & Carlisle Co., Inc. dated December 1932 and the fine bearings are from a survey by Plisga & Day dated 1999.

EXCEPTING AND RESERVING THEREFROM the lots or parcels of land conveyed by by the following deeds:

1. Quitclaim Deed With Covenant from G. & D. Properties, Inc. to Christopher W. Fickett dated April 12, 2005, recorded in the Penobscot County Registry of Deeds in Book 9818, Page 145.
2. Warranty Deed from G & D Properties, Inc. to Paul C. Fuller and Sandy L. Fuller dated May 14, 2009, recorded in the Penobscot County Registry of Deeds in Book 11762, Page 317.

Bk 11762 Ps317 #15275  
05-14-2009 @ 01:33p

N O T N O T  
A N WARRANTY DEED A N

G & D PROPERTIES, INC., a Maine corporation with a place of business at 1909 Hammond Street, Hermon, Maine 04401, for consideration paid, grants to PAUL C. FULLER and SANDY L. FULLER, both of 129 7th Street, Bangor, Maine 04401, with Warranty Covenants, as Joint Tenants, the land and improvements in Clifton, County of Penobscot, State of Maine described in Exhibit A attached hereto.

Being a portion of the premises described in deed from Gary M. Pomeroy Logging, Inc. and David A. Woodhead to the Grantor, dated January 27, 2004 and recorded in the Penobscot Registry of Deeds in Book 9204, Page 247.

Grantor reserves the right to repurchase Parcel 2 after five (5) years from the date of this deed for the sum of \$100.00.

EXCEPTING AND RESERVING for the Grantor, its successors and assigns, a right to use all roads now existing on the premises conveyed herein. Also excepting and reserving all easements of record, and the rights retained by International Paper Company in its deed to Gary M. Pomeroy Logging, Inc. and David Woodhead, dated November 2, 2001 and recorded in the Penobscot Registry of Deeds in Book 7951, Page 254.

ALSO EXCEPTING AND RESERVING the merchantable timber and the right to harvest it for a period of five (5) years from the date of this deed.

In Witness Whereof G & D Properties, Inc. has caused this deed to be signed as an instrument under seal by David A. Woodhead, its President duly authorized, this 14th day of May, 2009.

Witness:

G & D Properties, Inc.

Lawrence E. Merrill

David A. Woodhead  
David A. Woodhead, President

STATE OF MAINE  
PENOBSCOT, ss.

May 14, 2009

Personally appeared the above named David A. Woodhead as President of G & D Properties, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

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



seventy-eight (778) <sup>N O T</sup> feet, more or less, to an iron pin;  
Thence S 16-29 <sup>N O T</sup> E by and along a spotted line two thousand  
seven hundred forty-four (2744) <sup>N O T</sup> feet, more or less, to an iron  
pin; <sup>C O P Y</sup> <sup>C O P Y</sup>

Thence S 83-02 E by and along a spotted line four hundred  
sixty-five (465) feet, more or less, to the point of beginning,  
containing two hundred <sup>N O T</sup> seventy (270) <sup>N O T</sup> acres, more or less.

Being a portion of Parcel one - Springy Pond West Tract as  
described in a mortgage deed between Gary M. Pomeroy Logging,  
Inc. and David A. Woodhead to Farm Credit of Maine, ACA. Dated  
November 20, 2001 recorded in Penobscot County Registry of Deeds  
Book 7951 Page 261.

Parcel 2:

Beginning at an iron pin at the northwesterly corner of Lot  
38 referenced in Parcel 1 above;

Thence N 85-22 W by and along a spotted line two thousand  
six hundred fifty-five (2655) feet, more or less, to an iron pin  
at the northwesterly corner of Lot 39;

Thence S 05-16 W by and along the westerly line of Lot 39  
eight hundred fifteen (815) feet, more or less, to an iron pin;

Thence S 49-20 E by and along a spotted line one thousand  
two hundred forty-five (1245) feet, more or less, to an iron pin;

Thence N 66-39 E by and along a spotted line two thousand  
seven hundred ninety-five (2795) feet, more or less, to an iron  
pin;

Thence N 69-10 W by and along a newly spotted line eight  
hundred forty-four (844) feet, more or less, to the point of  
beginning, containing seventy-five and five tenths (75.5) acres,  
more or less.

Being a portion of Parcel one - Springy Pond West Tract as  
described in a mortgage deed between Gary M. Pomeroy Logging,  
Inc. and David A. Woodhead to Farm Credit of Maine, ACA. Dated  
November 20, 2001 recorded in Penobscot County Registry of Deeds  
Book 7951 Page 261.

All bearings are oriented to Magnetic North, 1999 with  
several new points located with GPS in April, 2009. Descriptions  
were prepared by GSV Surveying & Land Services, Inc., Greenbush,  
Maine.

Also conveying a 50' wide right of way over the existing access  
road to the Springy Pond Road, along with the right to maintain and  
improve said road. The Grantor shall retain the right to use said  
access road and all roads on the premises conveyed herein.

Also conveying 500 yards of 2" gravel, to be loaded, at no cost  
to buyers.

**Maine Real Estate  
Transfer Tax Paid**

PENOBSCOT COUNTY, MAINE

*Susan F. Bulley*  
Register of Deeds

PENOBSCOT COUNTY, MAINE

*Susan F. Bulley*  
Register of Deeds