

Section 1
Project Description and Site Plans

1.0 PROJECT DESCRIPTION

Highland Wind LLC (Highland) has proposed to construct an approximately 128.6-megawatt (MW) wind energy project located in Highland Plantation and Pleasant Ridge Plantation, Somerset County, Maine (Figure 1). The Highland Wind Project (Project) includes 48 turbines, a 34.5-kilovolt (kV) electrical collector system, an electrical collection substation, a 115-kV generator lead, an Operations and Maintenance (O&M) building, and four permanent 80-meter meteorological (met) towers.

The turbines will be located in two distinct strings. The western string will include 26 turbines located on the ridgeline that connects Stewart Mountain, Witham Mountain, and Bald Mountain. The meteorological data collected on this ridgeline suggests that weather conditions can be extreme, and that the wind resource is excellent. These conditions can support the use of a “Class I turbine” that can generate significant amounts of renewable energy in these high powered winds. The wind regime found on the eastern ridge is more moderate and thus is relatively comparable to the winds found at other, previously permitted wind power projects in the state such as the Record Hill Wind Project, which is being built by the same development team as is proposing this Project.

Highland is presenting in this application a range of potential development scenarios that contemplate the project being built using one of several different combinations of turbines to cover the variable wind conditions across the Project area. The need is not only to maximize electrical output from the Project but also to negotiate most effectively for turbine purchases. Final turbine selection and purchase agreements will not be completed until after the Land Use Regulation Commission has acted on the application. All will use the same turbine pad and road locations. The most likely options for final turbine arrays are explained in this application. Throughout this application, we have selected the “worst case” (i.e., the largest potential impact) as the option that will be selected. For example, the loudest turbine combinations have been used as the basis for the sound impact studies, and the longest turbine blades for the purposes of visual and shadow flicker impacts. The actual Project impacts will ultimately be somewhat less, as the final turbine selections will include some turbine characteristics that will be less than the “worst case.”

The turbines under consideration for the Project are as follows.

Stewart Mountain Ridge:¹

- Vestas V90 – 3 MW turbine with an 80-meter hub height and 90-meter rotor diameter
- Siemens SWT-2.3-93 and SWT-2.3-101 – 2.3 MW turbine with an 80-meter hub height and either 93 or 101 meter rotor diameter

Briggs Hill-Burnt Hill Ridge:

- Vestas V90
- Siemens SWT-2.3-93 and Siemens SWT-2.3-101
- General Electric 2.5xl – 2.5 MW turbine with an 85-meter hub height and 100-meter rotor diameter

As with the turbines, flexibility in selecting permanent met towers is also necessary. Thus, this permit application proposes six potential permanent met tower locations – three on each ridge. The Project design addresses stormwater and other impacts from all six locations, but at most, only four of these locations will actually be developed (two of the three alternative sites on each ridge will be used). The remaining two locations will not be developed.

The electrical collector system will transfer power from the turbines to the proposed collector substation located in the middle of the Project area, north of Witham Mountain. These collector lines will generally be located underground along the ridgeline to reduce the Project footprint and to reduce potential line

¹ The ridge from Stewart Mountain-Witham Mountain-Bald Mountain varies in wind resource. Generally speaking, the wind is strongest at Stewart Mountain, and thus this is the area that is most restricted in terms of available turbine technology.

maintenance costs along the exposed ridges. The approximately 11-mile long, 115-kV generator lead will connect the on-site collector station to the existing Wyman Dam substation located in Moscow, Maine, where power will be transferred to the Central Maine Power Company (CMP) system and ultimately distributed to the New England grid. The vast majority of this line's route is co-located with an existing CMP-owned 115-kV line that travels from the Bigelow substation to the Wyman Dam. Details of the Project's electrical system plans are included as part of this section of the permit application.

The ridgeline area, including the location of the turbine strings, O&M building, and collector substation, currently is managed primarily for commercial timber production. Much of the area has been harvested within the past 20 years. An extensive road system and clearings are present throughout the Project area as a result of these timber management activities. To the extent practicable, the Project design capitalizes on this existing network of roads and clearings and proposes to repurpose them for the Project. In some instances, these existing roads will need to be widened or, in some locations, realigned to meet minimum road widths and maximum slope requirements for the development. In areas where roads need to be realigned or shifted, portions of old road beds will be allowed to revegetate naturally. Civil engineering plans depicting turbine and road layouts, as well as other aspects of the Project, are being submitted separately as part of this permit application. In addition to the hard copies of these plans, a CD of the permit application, which is included with the paper copy of the application, provides electronic versions of all plan sets.

Civil engineering plans are broken into the following sections.

- Cover Series: Cover sheet, overall plan index, O&M building site plan, and detail sheets including typical roadway cross sections, bridge details, and sedimentation and erosion control 'toolbox' details. Sheet C-1 of this series provides a basic legend for the plans including a key to the various hatch types depicted on the plans (ex. Phosphorous Restriction Areas are gray shaded).
- 100 Series: Civil design of the access road leading from the Long Falls Dam Road to the west ridgeline, as well as the connector road leading from the west ridgeline to the east ridgeline. Plans include roadway alignments, plan and profile information, grading extents, and clearing extents.
- 200 Series: Civil design of crane path and turbine pads for turbines W1 through W26 on the western ridgeline. Plans include roadway alignments, plan and profile information, pad layout, grading extents, and clearing extents.
- 300 Series: Civil design of crane paths and turbine pads for turbines E27 through E48 on the eastern ridgeline. Plans include roadway alignments, plan and profile information, pad layout, grading extents, and clearing extents.
- 400 Series: Stormwater plans of the access and connector roads. Plans include phosphorous restriction area, stormwater buffers, ditch turnouts, and sedimentation and erosion control measures.
- 500 Series: Stormwater plans of the western turbine pads and crane paths. Plans include phosphorous restriction area, stormwater buffers, ditch turnouts, and sedimentation and erosion control measures.
- 600 Series: Stormwater plans of the eastern turbine pads and crane paths. Plans include phosphorous restriction areas, stormwater buffers, ditch turnouts, and sedimentation and erosion control measures.
- 700 Series: Pre- and post-development stormwater plans. Plans include watershed boundaries, project drainage paths (Tc lines), and subcatchment areas (referenced in the HydroCad report included in Appendix 10-3).

In advance of permitting activities for the Project, the following ecological field surveys were conducted:

- two seasons of nocturnal radar surveys;
- two seasons of raptor migration surveys;
- two seasons of acoustic bat surveys;
- one season of breeding bird surveys;

- one season of vernal pool surveys;
- wetland delineations;
- rare, threatened, and endangered (RTE) species surveys specifically targeting the northern spring salamander (*Gyrinophilus porphyriticus*), northern bog lemming (*Synaptomys borealis*), and Roaring Brook mayfly (*Epeorus frisoni*); and
- rare plant and natural community surveys, conducted in conjunction with wetland delineation and vernal pool surveys.

Additional reports and surveys include an analysis of historic and cultural resources, visual impact analysis, shadow flicker analysis, sound analysis, and soils evaluation.

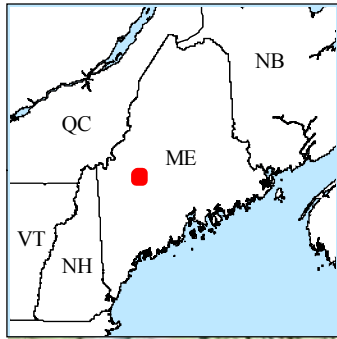
The final design for the Project includes approximately 281,213 square feet (6.46 acres) of wetland clearing and 19,707 square feet (0.45 acre) of wetland fill associated with the Project design. Of the approximately 140 streams identified within the ridgeline portion of the Project area, 21 perennial streams and 33 intermittent streams will be crossed by roads or directly impacted by a component of the project. Forty-six of the crossings will involve culverts and 8, including the crossing of Sandy Stream, will be bridged. In addition, two small stream segments will be directly filled by grading for turbine and access road construction.

Table 1. Highland Wind Project Key Facts





Key Facts	Preliminary Plan Units	Comments
Number of Turbines		
Stewart-Witham-Bald Mountains:	26 turbines	
Briggs-Burnt Hill:	22 turbines	
Wind Output		
Total Layout	128.6 MW	360,000 MW/hr/yr
Maine Homes Equivalent	Approximately 48,300 homes	Calculated using the Energy Information Administration's Residential Energy Consumption Survey: http://www.eia.doe.gov/emeu/recs/recs2005/c&e/detailed_tables2005c&e.html
Wind Resource		
Prevailing wind direction	Northwest	
Average wind speed	Approximately 6.5-9.5 meters/second	Between a Class IA and Class IIA wind resource using the IEC classification system.
Pollution Avoided		
Total wind farm average per day – CO ₂	Approximately 990,250 pounds/day	Calculated using http://www.iso-ne.com/genrtion_resrcs/reports/emission/2007_mea_report.pdf
Total wind farm average per year -- CO ₂	Approximately 162,650 metric tons/year	Calculated using http://www.iso-ne.com/genrtion_resrcs/reports/emission/2007_mea_report.pdf
Total wind farm average per day – SO ₂	Approximately 562 pounds/day	Calculated using http://www.iso-ne.com/genrtion_resrcs/reports/emission/2007_mea_report.pdf
Total wind farm average per year -- SO ₂	Approximately 92 metric tons/year	Calculated using http://www.iso-ne.com/genrtion_resrcs/reports/emission/2007_mea_report.pdf
Cleared acreage		
48 Turbine Pads Temporary clearing Permanent clearing	117.8 acres 6.54 acres	
New/Improved Roads–West Ridge Temporary clearing Permanent clearing	100.41 acres 16.91 acres	46,041 feet, average 95 feet wide 46,041 feet, average 16 feet wide
New/Improved Roads-East Ridge Temporary clearing Permanent clearing	80.26 acres 13.52 acres	36,802 feet, average 95 feet wide 36,802 feet, average 16 feet wide
New/Improved Roads-Access Rd Temporary clearing Permanent clearing	57.7 acres 13.19 acres	35,904 feet, average 70 feet wide 35,904 feet, average 16 feet wide
Operations and Maintenance Building and Substation	2.61 acres	
Laydown Area Temporary clearing	24 acres	

Key Facts	Preliminary Plan Units	Comments
Transmission and Collector Line Corridors Temporary clearing	150.1 acres	
Total Project Clearing Temporary clearing Permanent clearing	530.27 acres 52.77 acres	
Wetlands and Streams Impacted		
Roads and Turbines Permanent wetland fill Permanent stream fill	17,939 square feet 3,195 linear feet	Includes replaced culverts and bridges
Buildings: Permanent fill	1,747 square feet	
Electrical Design Clearing Permanent Wetland Fill Temporary Wetland Fill Temporary Stream Fill	6.46 acres 20 square feet 19,696 square feet 752 linear feet	
Total wetland impact Clearing Fill Total stream impact	6.46 acres 0.45 acres 3,195 linear feet	
Road Mileage		
Total upgraded roads	3.2 miles	
Total new roads	22.5 miles	

Figures




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Legend
 Turbine
 Approximate Project Area
 Proposed Access Road and Turbine Pads
 Proposed Collector Line and Generator Lead

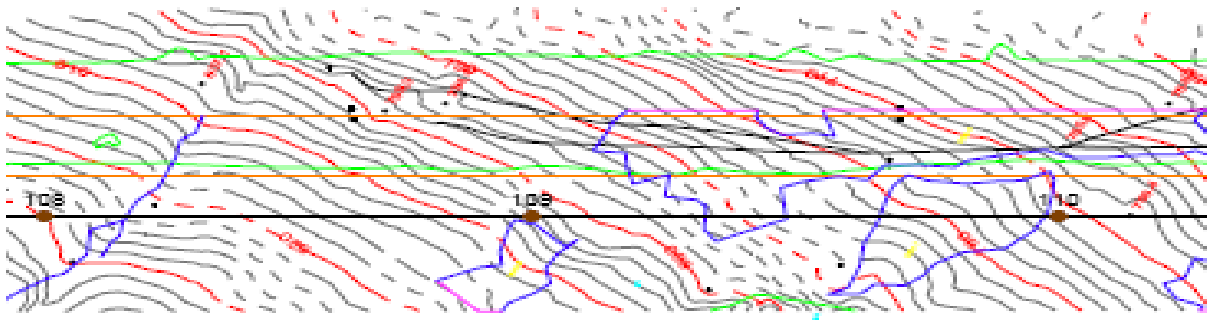
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Highland Wind, LLC
Highland Wind Project
Highland Plantation, Maine
 Figure No. 1
 Title
 Project Location Map
 November 12, 2009

Transmission & Collector Lines Plan and Profile Drawings – Legend Narrative

Profile View

For the 34.5 kV collector lines and the 115 kV transmission line shown on RLC Plan and Profile drawings T-1 through T-34 the top portion of the drawings shows a plan view of the proposed line construction.

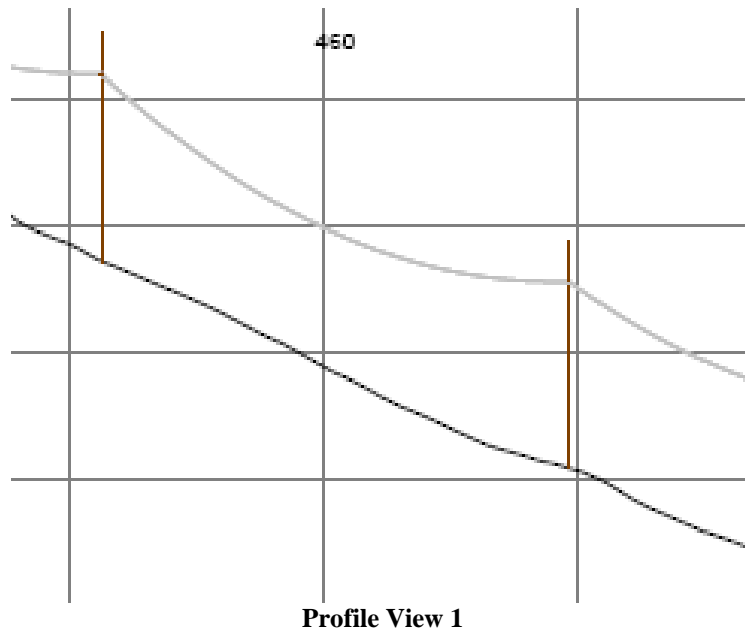
This view basically consists of contour lines (red elevation lines and red labels for every 20' contour and black lines for intermediate 2' contours) and the proposed transmission structures shown using numbered brown circles for structure locations and a heavy black line for the centerline of the conductors between structures. Additional features on this view include wetlands (shown in blue shapes), streams (blue lines) and existing tree lines (green lines). In those areas where there is an existing Central Maine Power transmission line the CMP centerline is shown in orange with black dots representing the existing structure locations. Another orange line represents the boundary between the CMP right of way and the proposed Highland right of way.

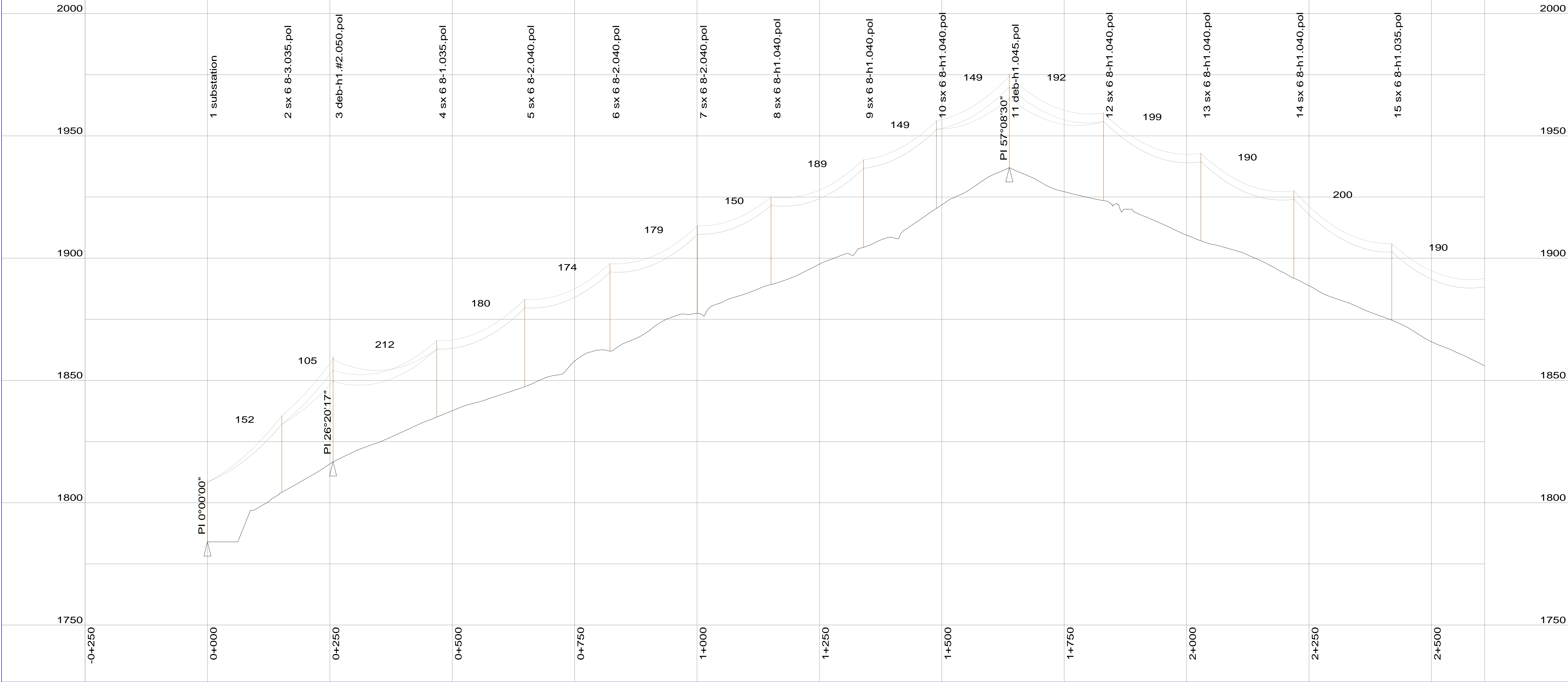
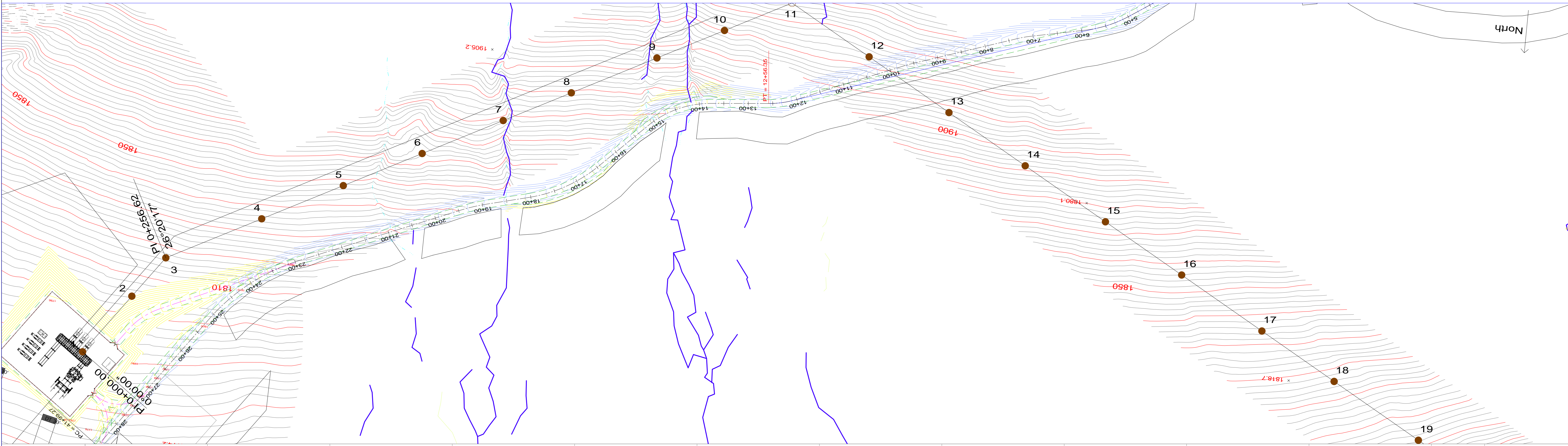


Plan View 1

Plan View

The bottom portion of the Plan and Profile drawings shows the transmission line in a simple profile or elevation view with **brown** representing the structure locations and the conductor represented by the **lighter gray lines** connecting between structures. The **heavy black line** along the bottom of the brown structure location represents the ground profile at that location. The **horizontal gray lines** represent vertical elevation changes of 25' while the **gray vertical lines** represent longitudinal distances of 250'. The **number** shown in the middle of the span above the conductor represents the horizontal distance between structure locations.





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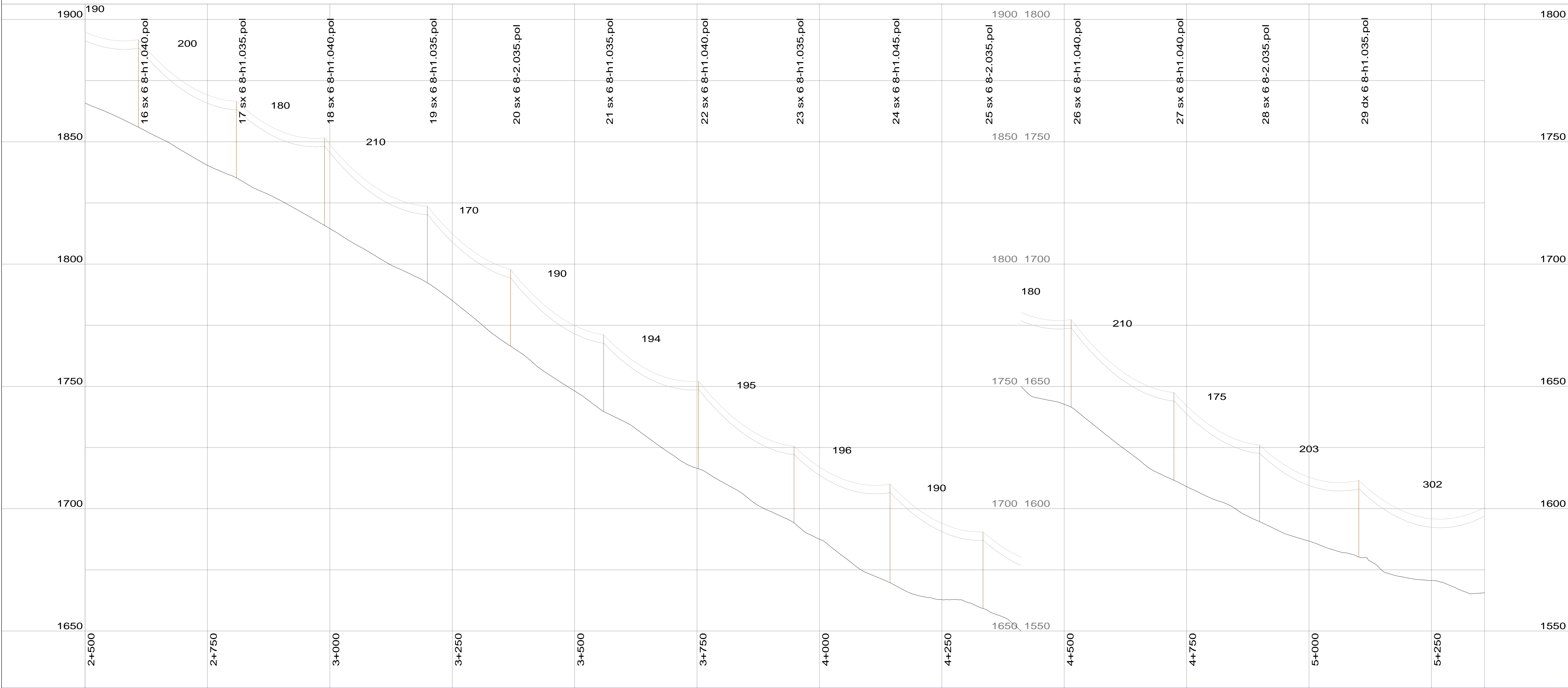
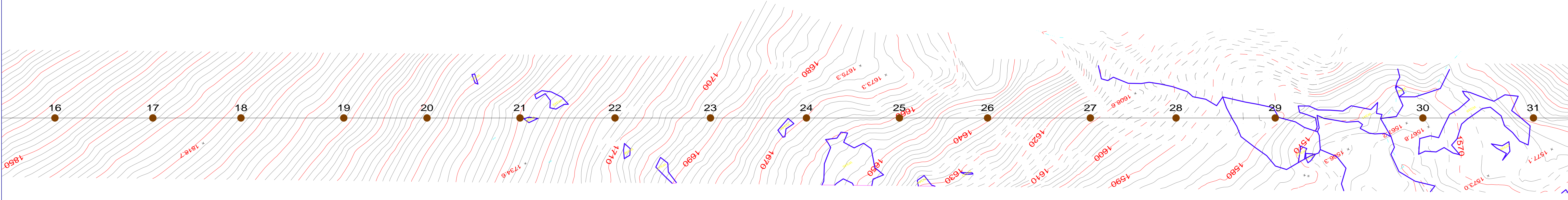
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 Drawing Description: STEWART 34.5KV COLLECTOR

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-1**

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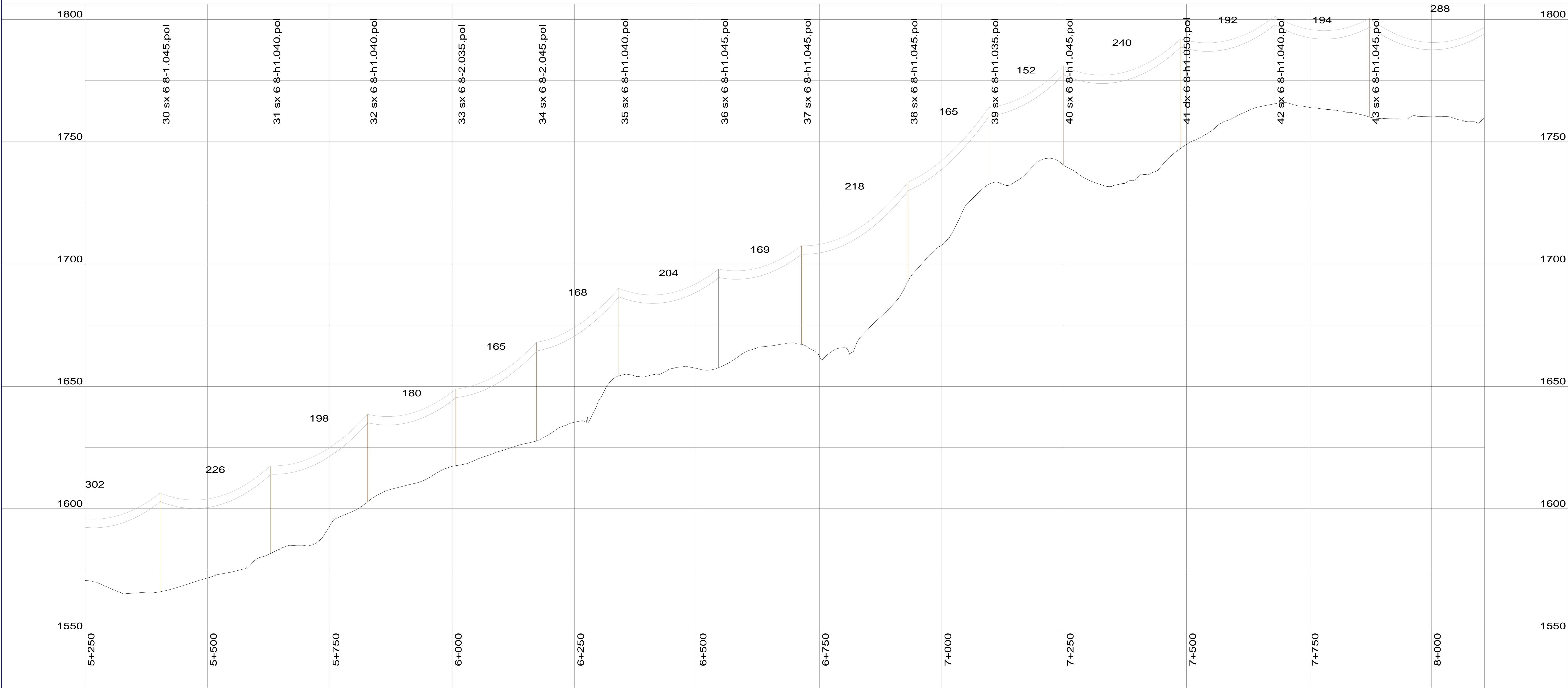
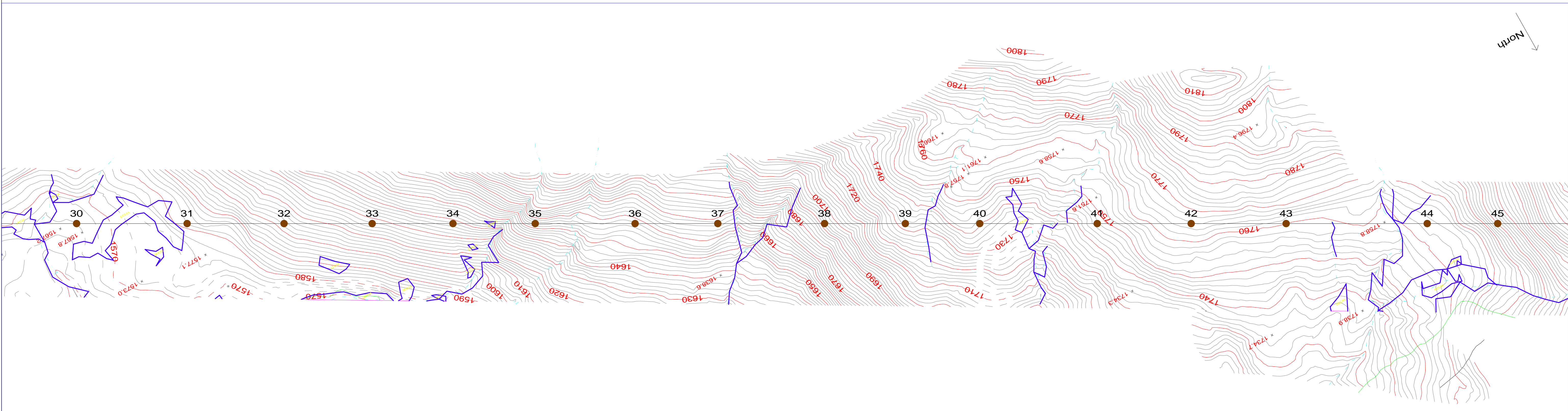
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Project Number: **14001**
 Engineer: **RLC ENGINEERING**
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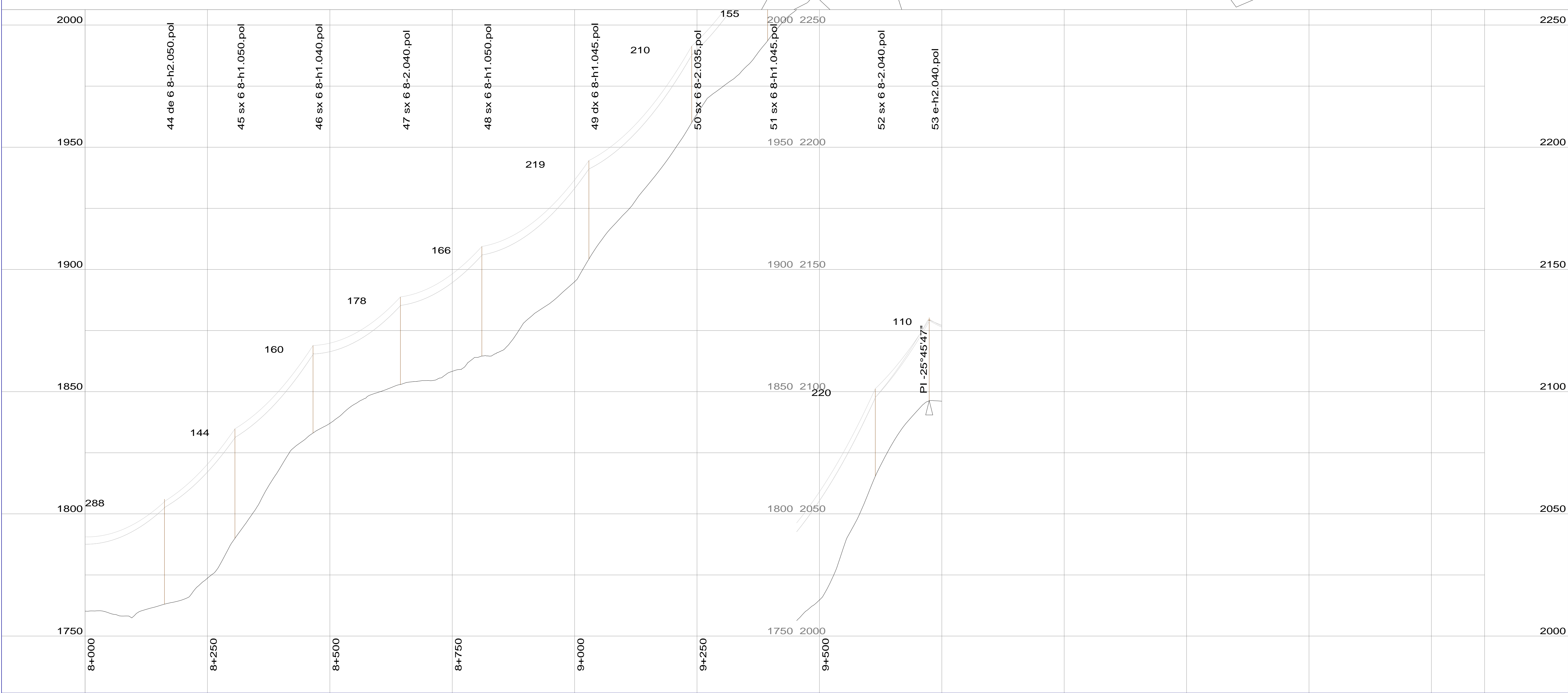
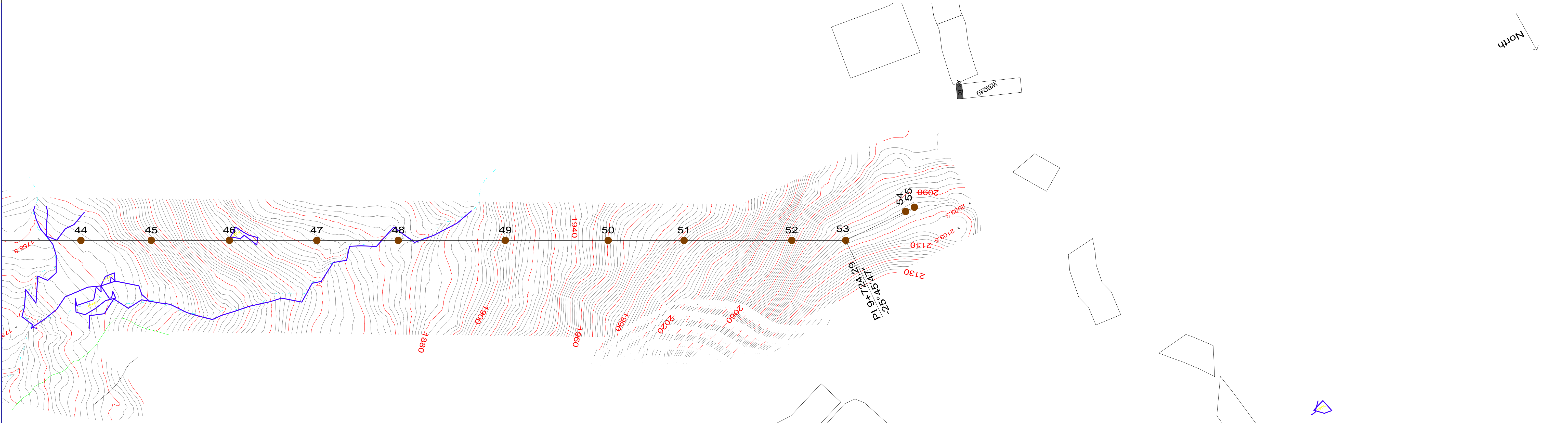
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 Drawing Description
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 Engineer
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Sheet Number
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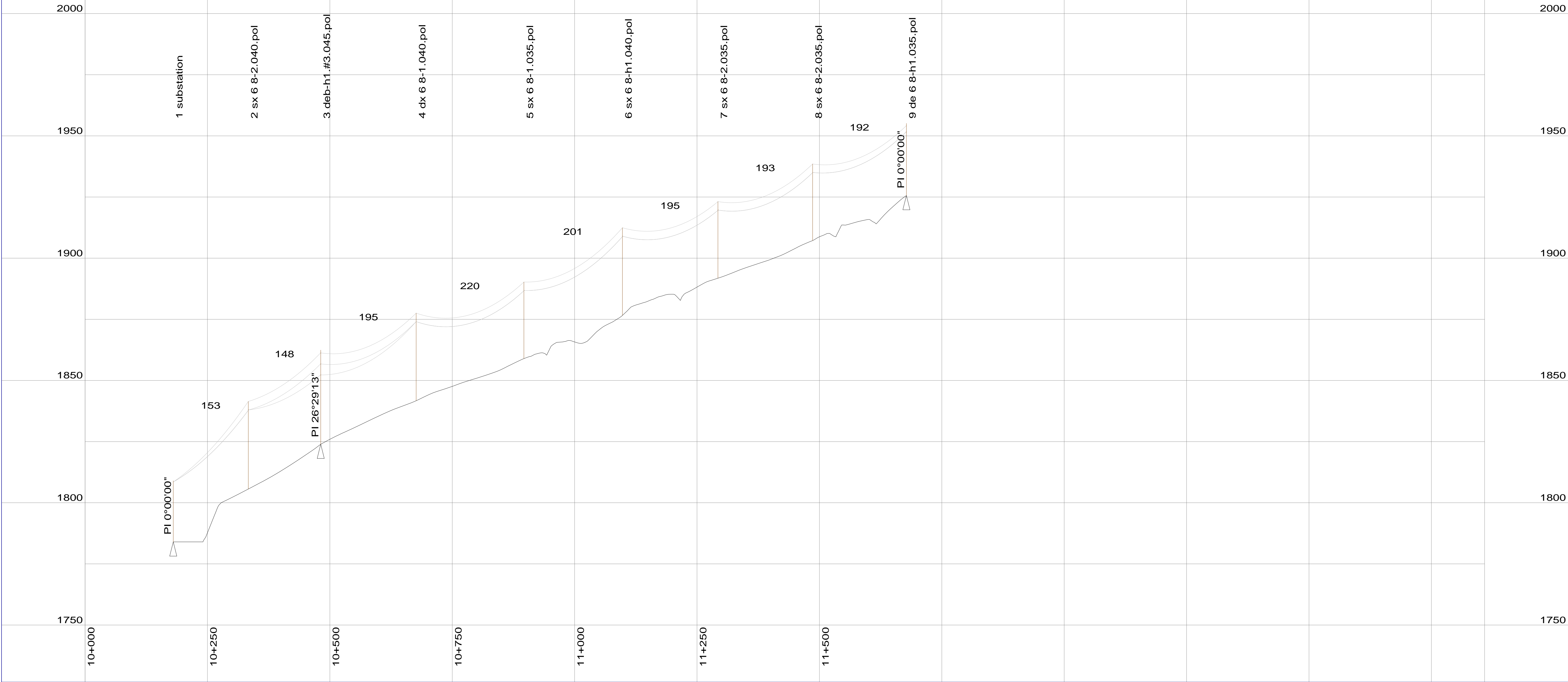
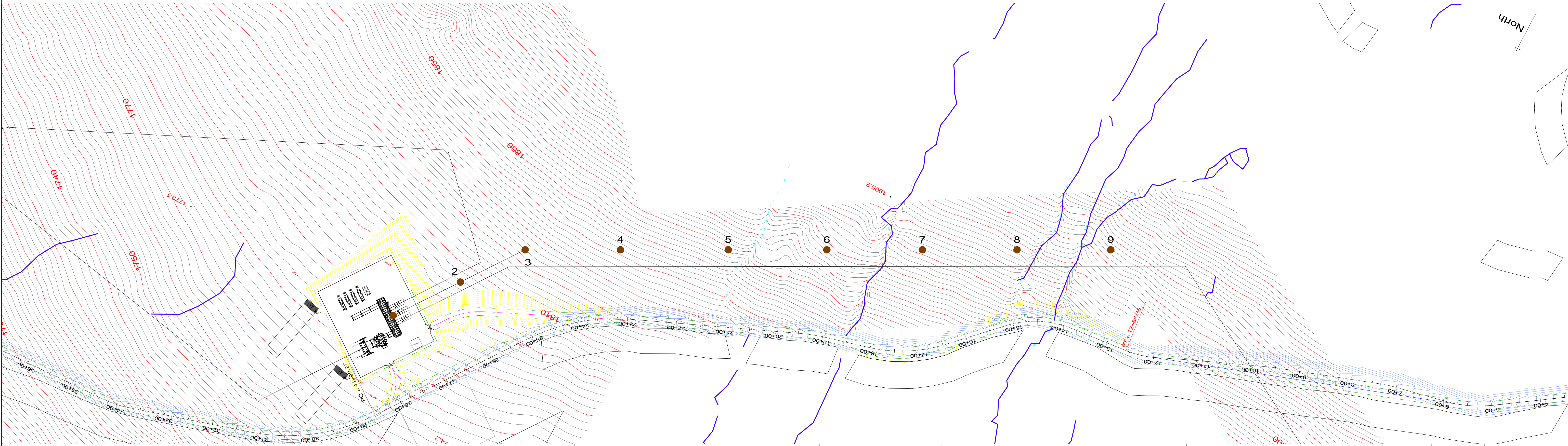
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 Drawing Description: STEWART 34.5kV COLLECTOR

Project Number: 14001
 Engineer: RLC ENGINEERING
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 Sheet Number: T-4

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HIGHLAND WIND, LLC
 Project Location
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 Drawing Description
 WITHAM/BALD 34.5kV COLLECTOR

Project Number
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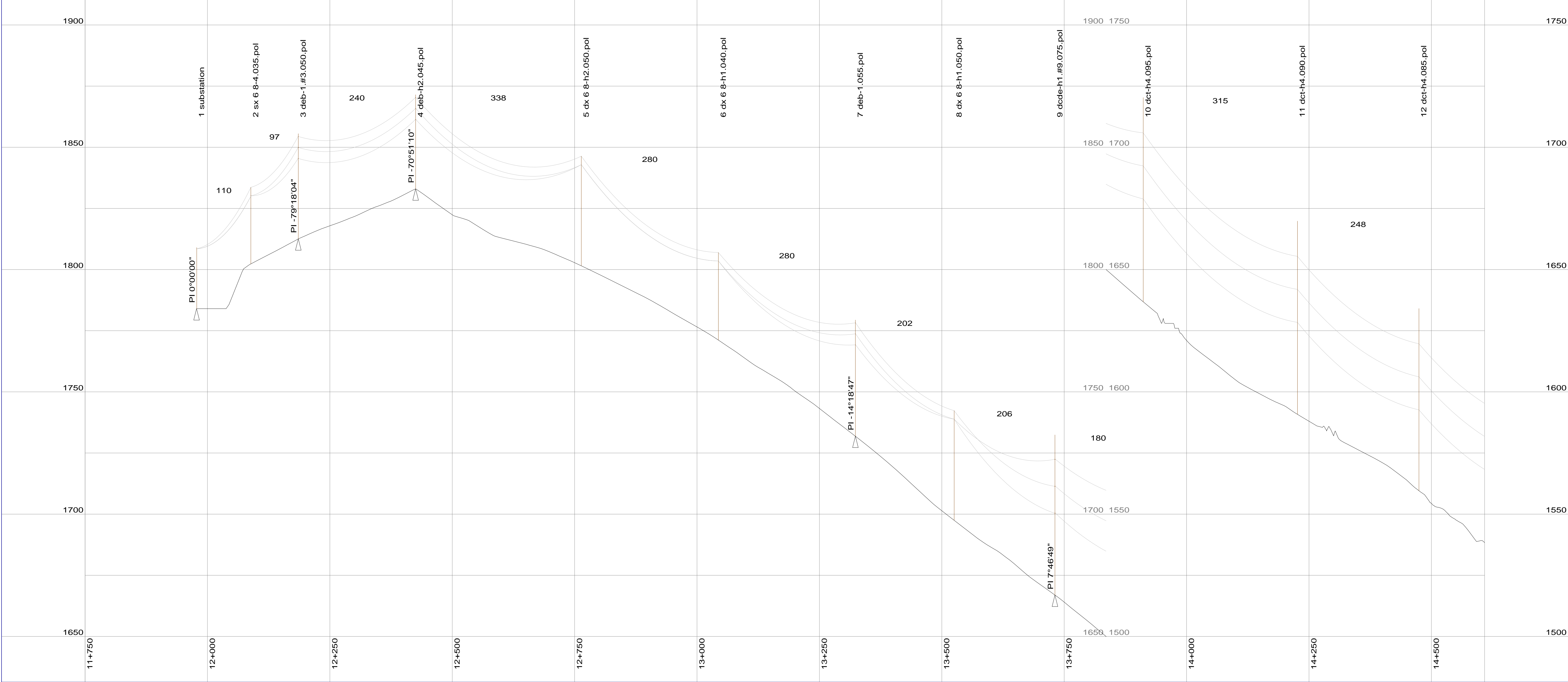
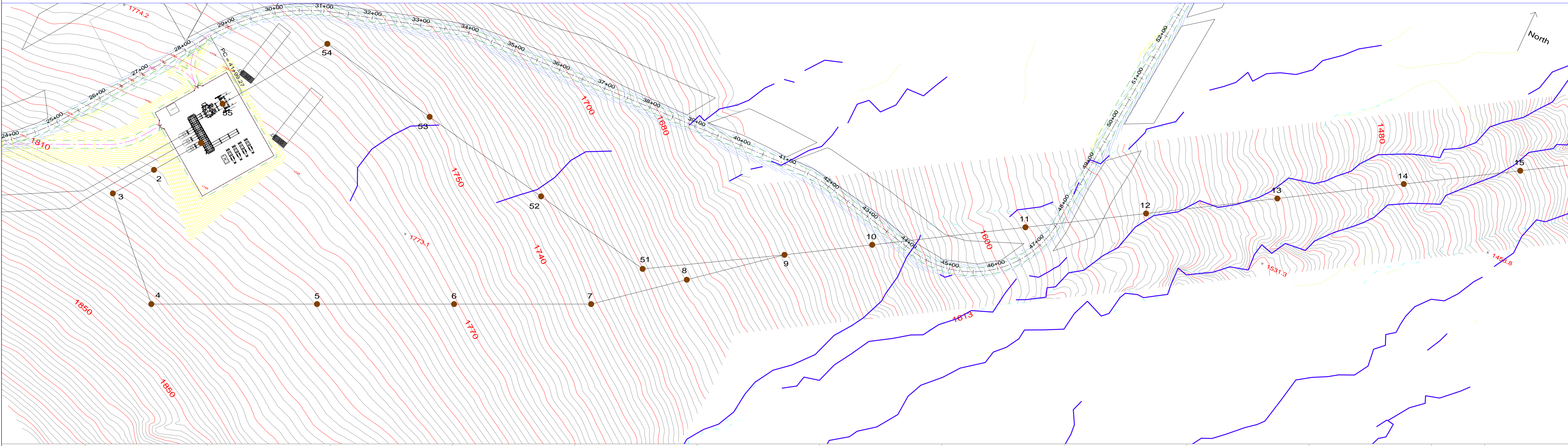
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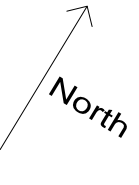
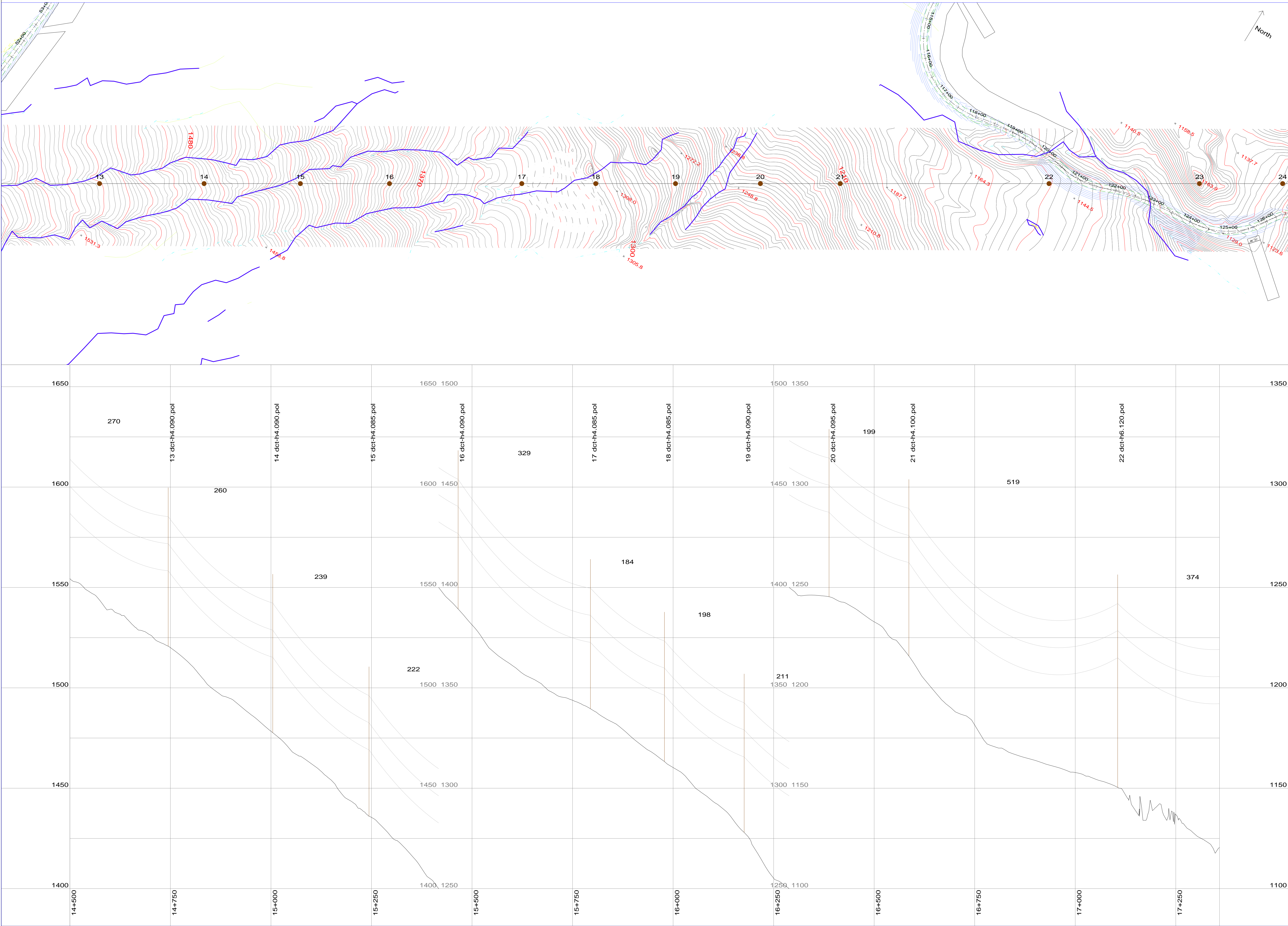
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 Drawing Description: BURNT/BRIGGS 34.5kV COLLECTOR

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
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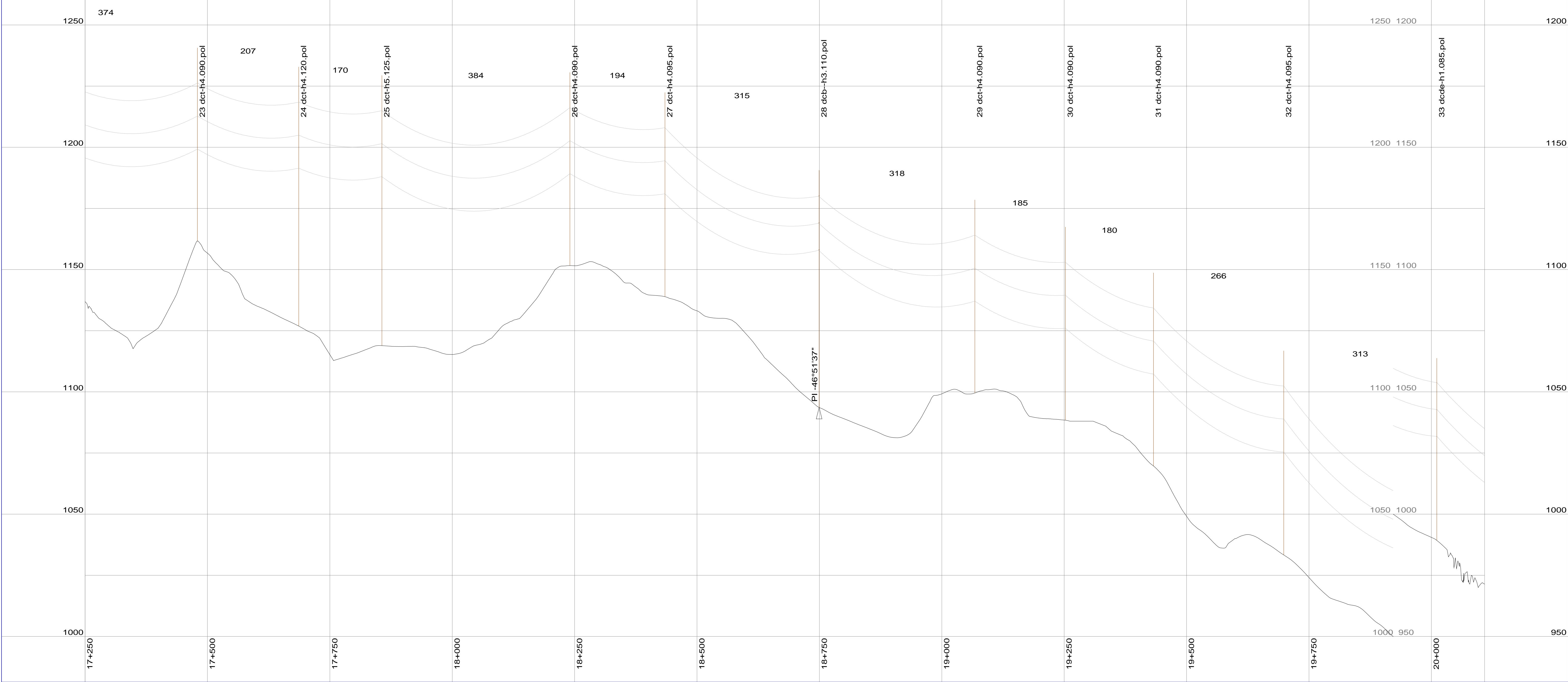
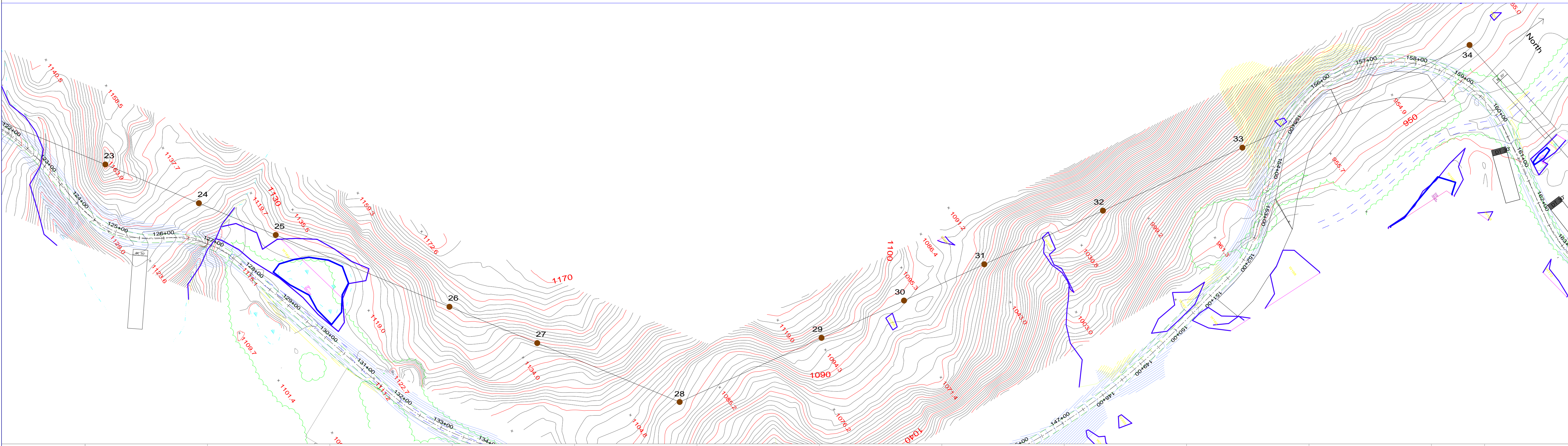


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Project Number	14001
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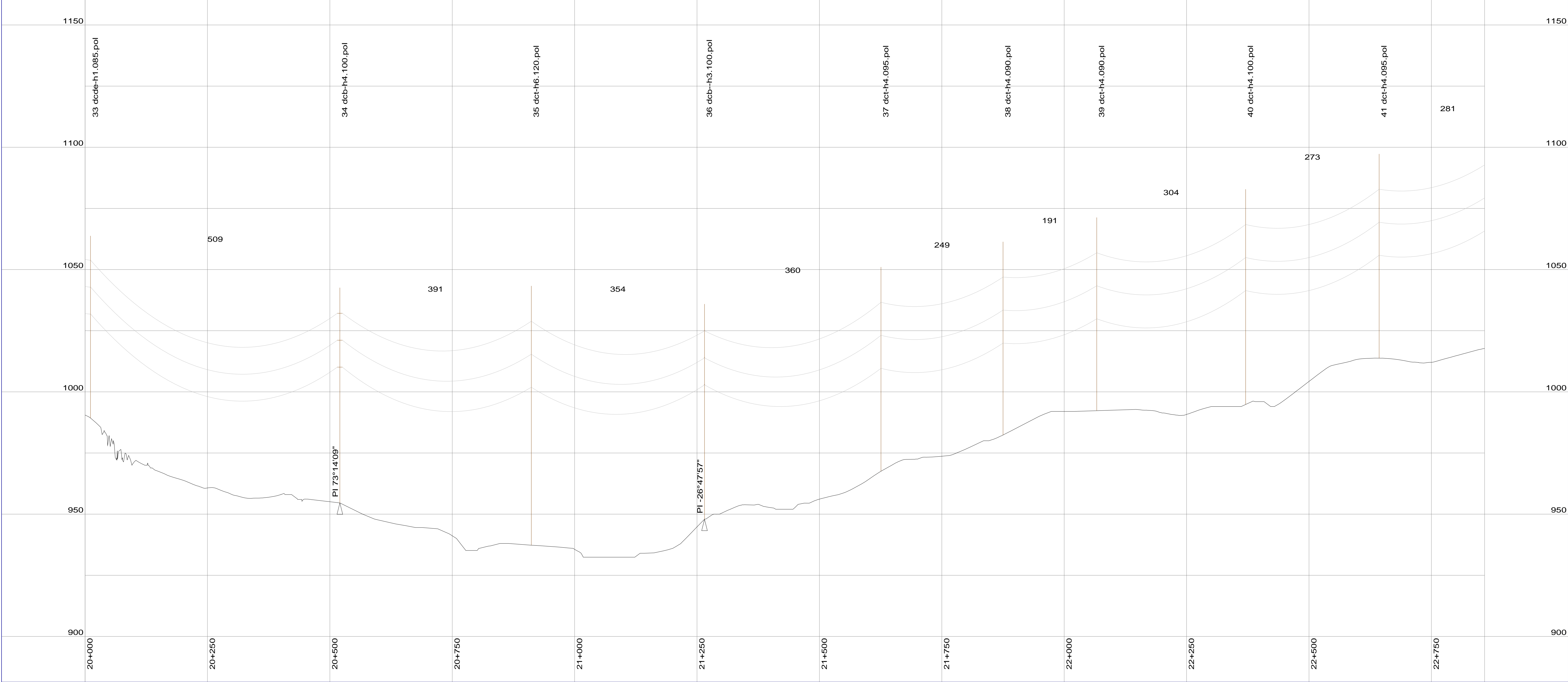
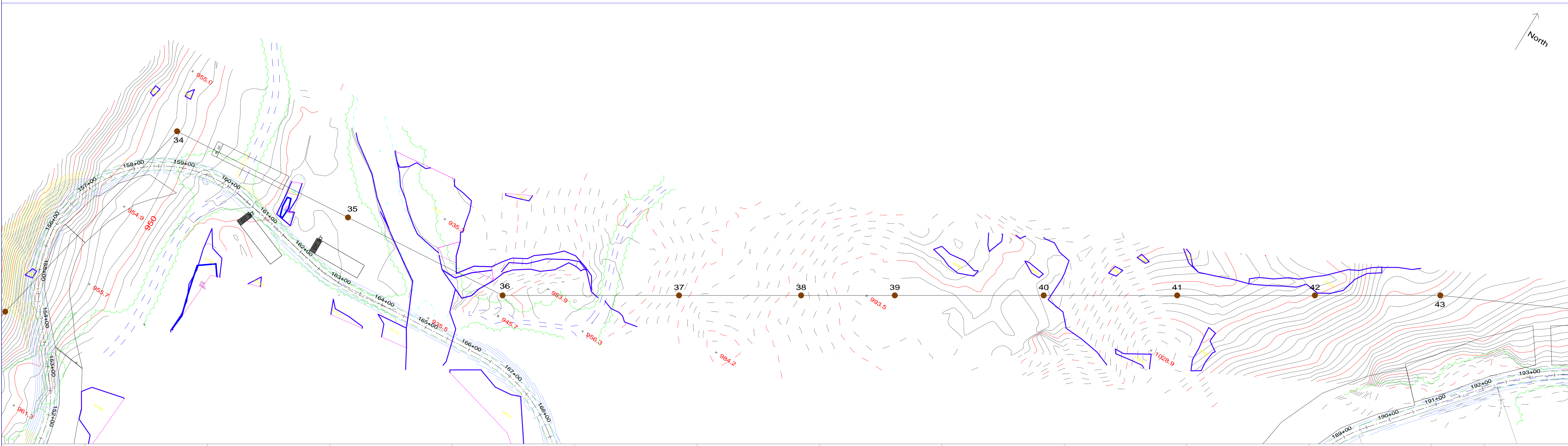
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 Engineer: **RLC ENGINEERING**
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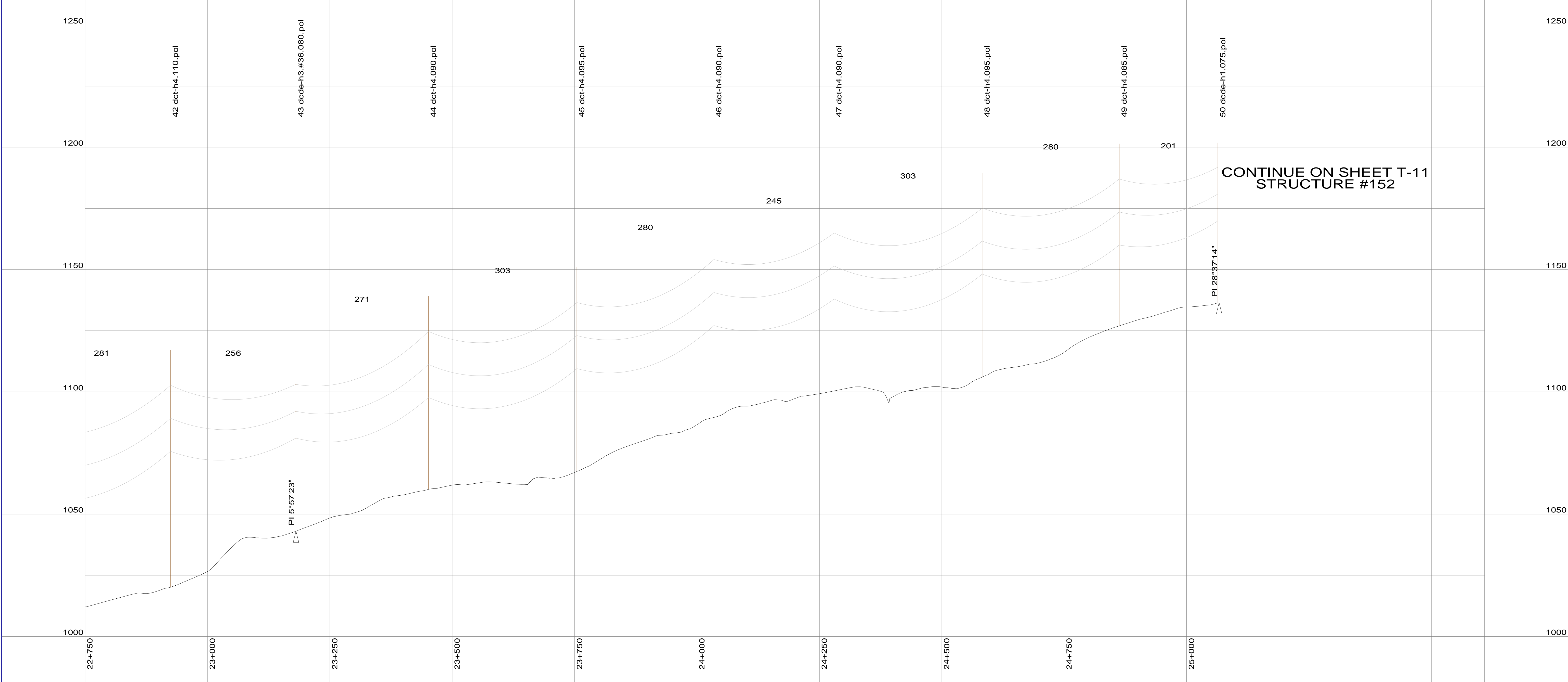
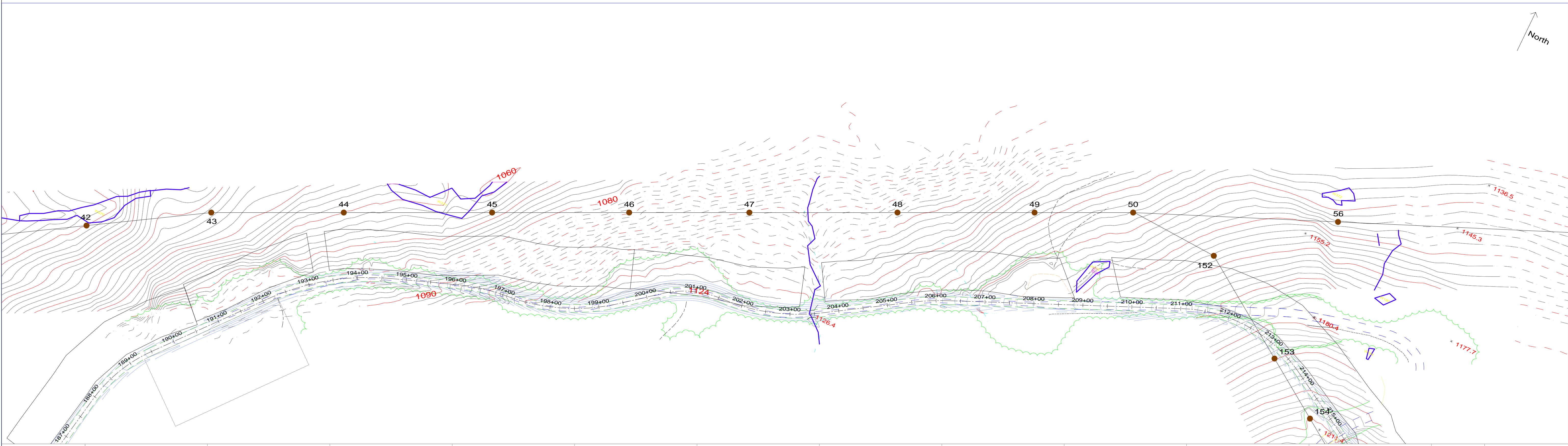
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HIGHLAND WIND, LLC

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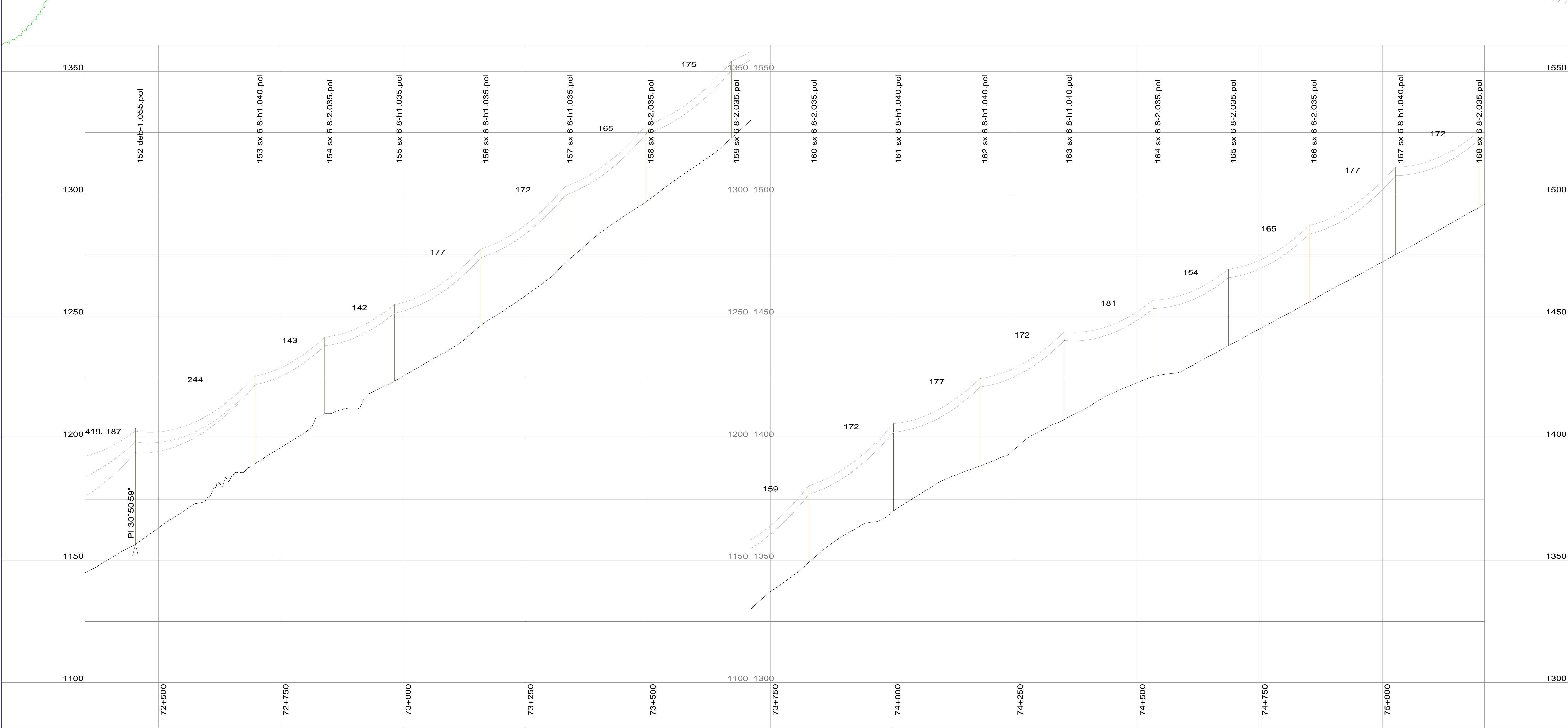
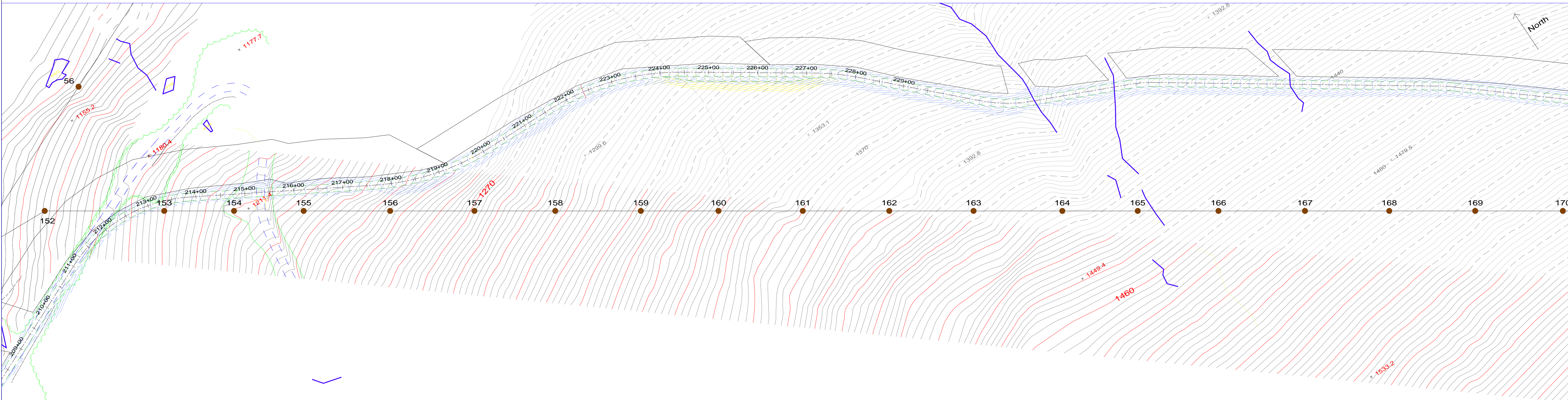
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Engineer: **RLC ENGINEERING**

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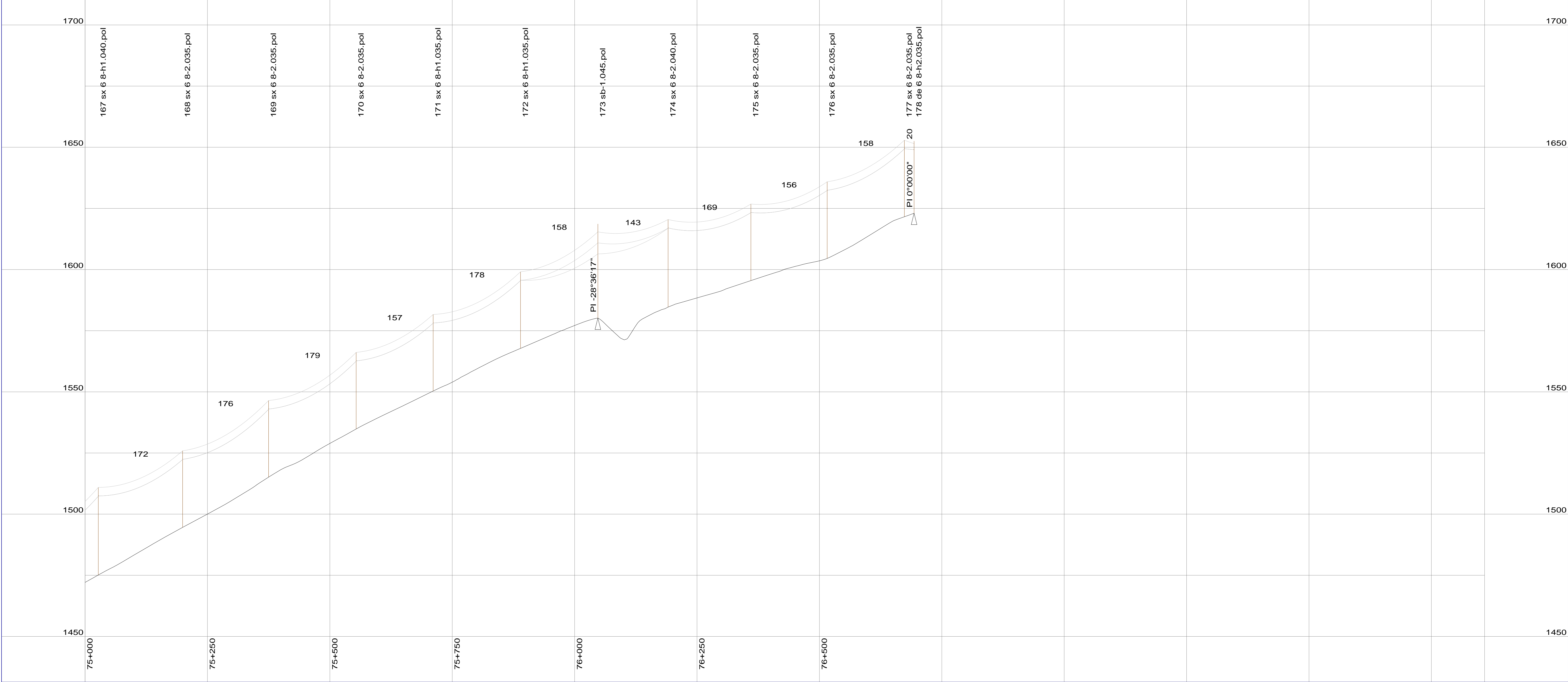
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 HIGHLAND WIND, LLC
 HIGHLAND PLANTATION, ME
 BURNT/BRIGGS 34.5KV COLLECTOR

Project Number: 14001
 Engineer: RLC ENGINEERING
 18 MEADOW ROAD
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 207.621.1077

Phase: PERMIT
 Sheet Number: T-11

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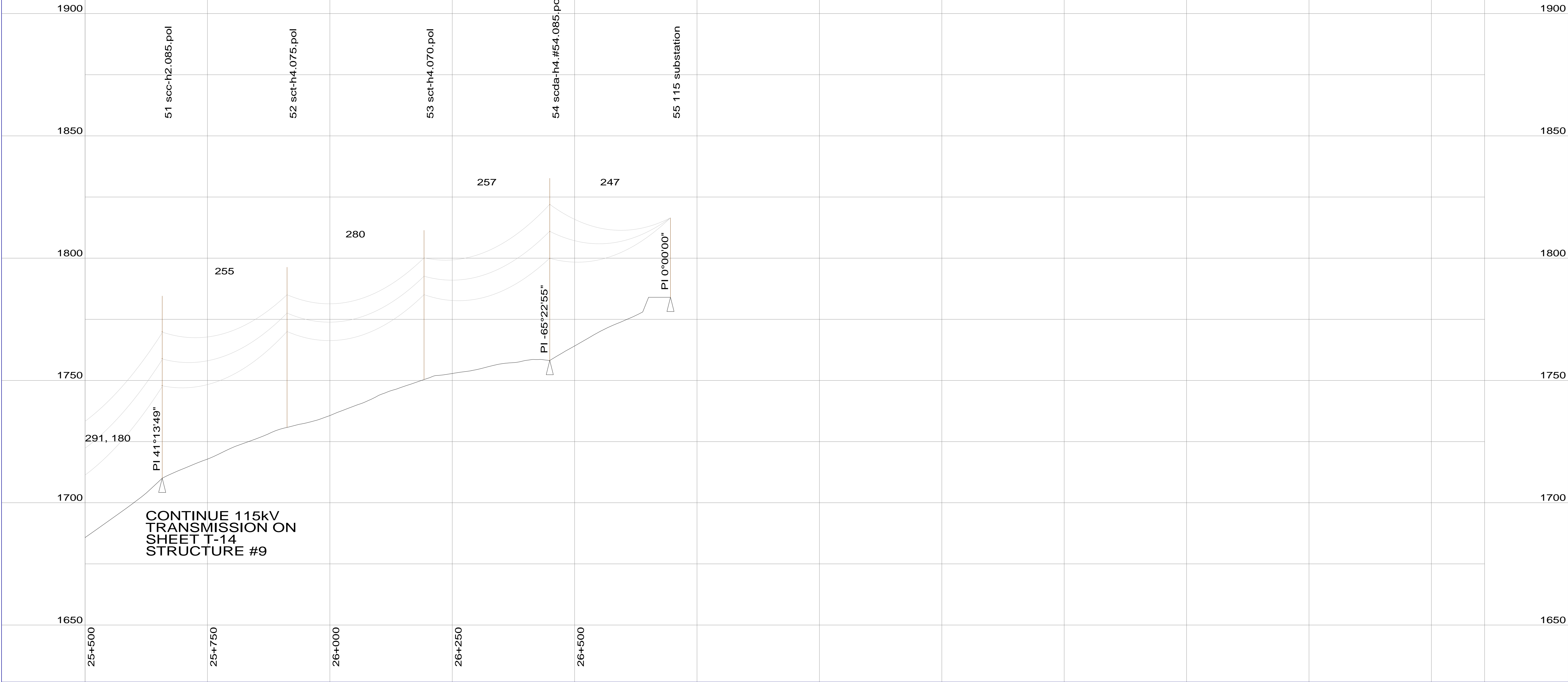
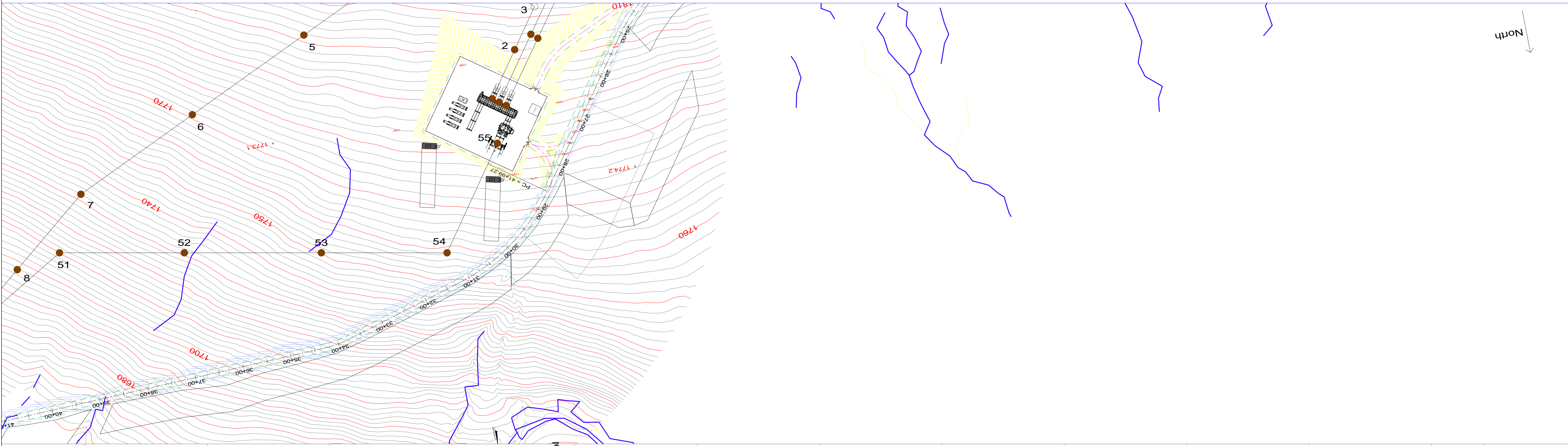
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Sheet Number
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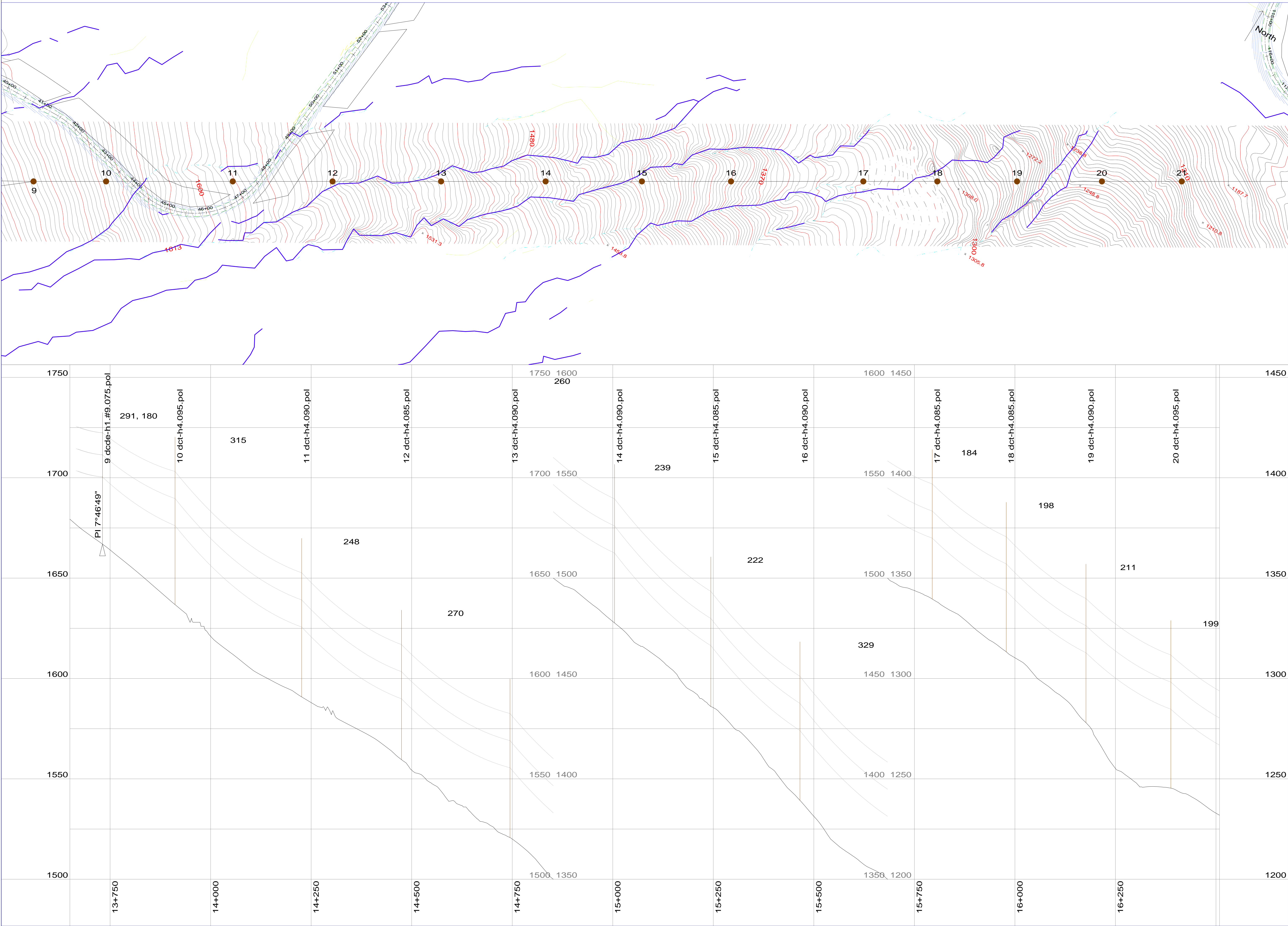
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Engineer: **RLC ENGINEERING**

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Sheet Number: **T-13**



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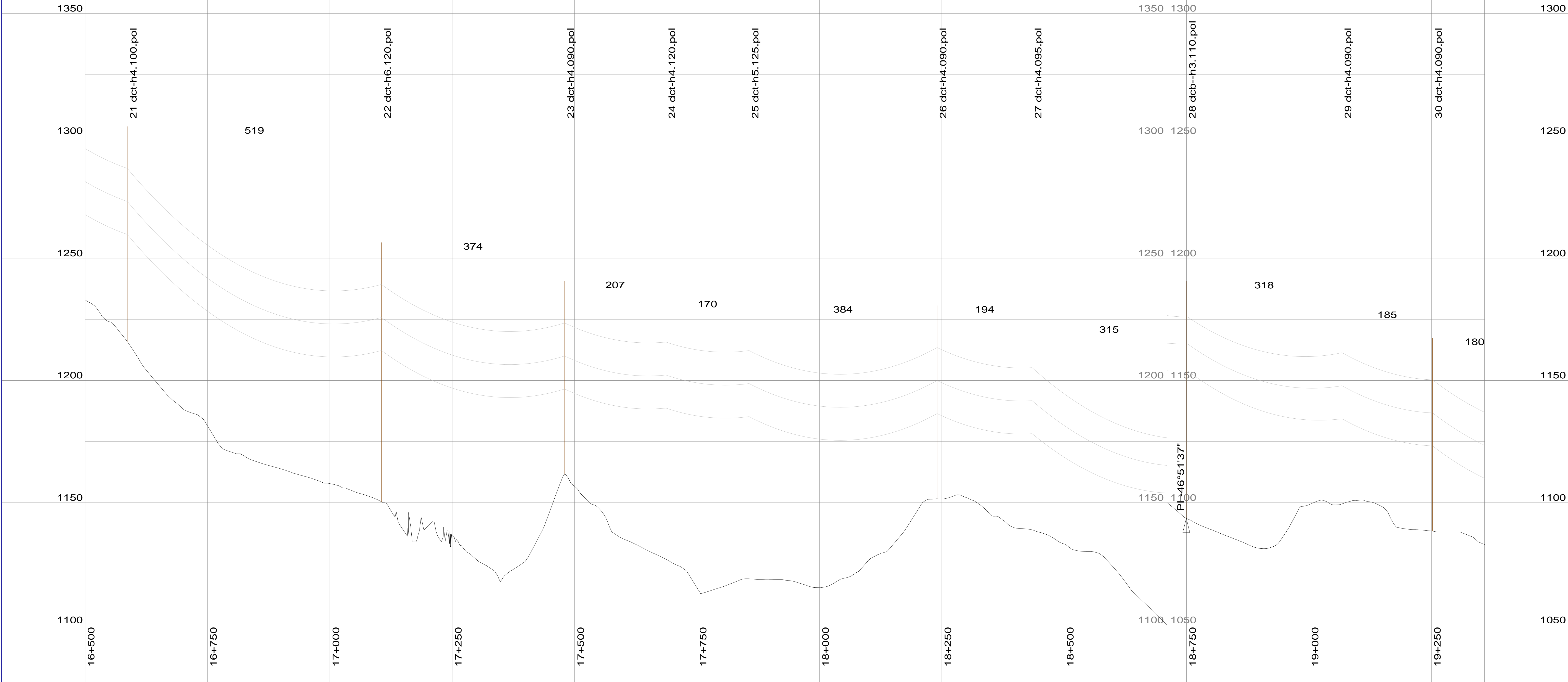
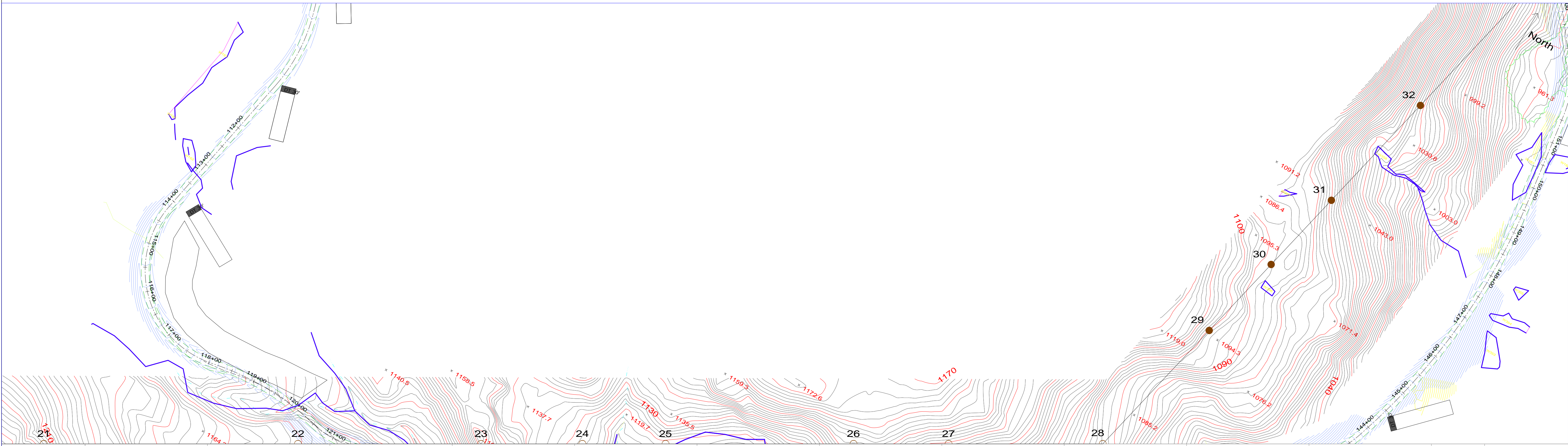
Drawn By: ARH
 Checked By: NSH
 Date: 11/30/2009
 Scale: 1:100H 1:20V
 Approved By: NSH

HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: 14001
 Engineer: RLC ENGINEERING

18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-14**



Date	Drawn By	Checked By
	ARH	NSH

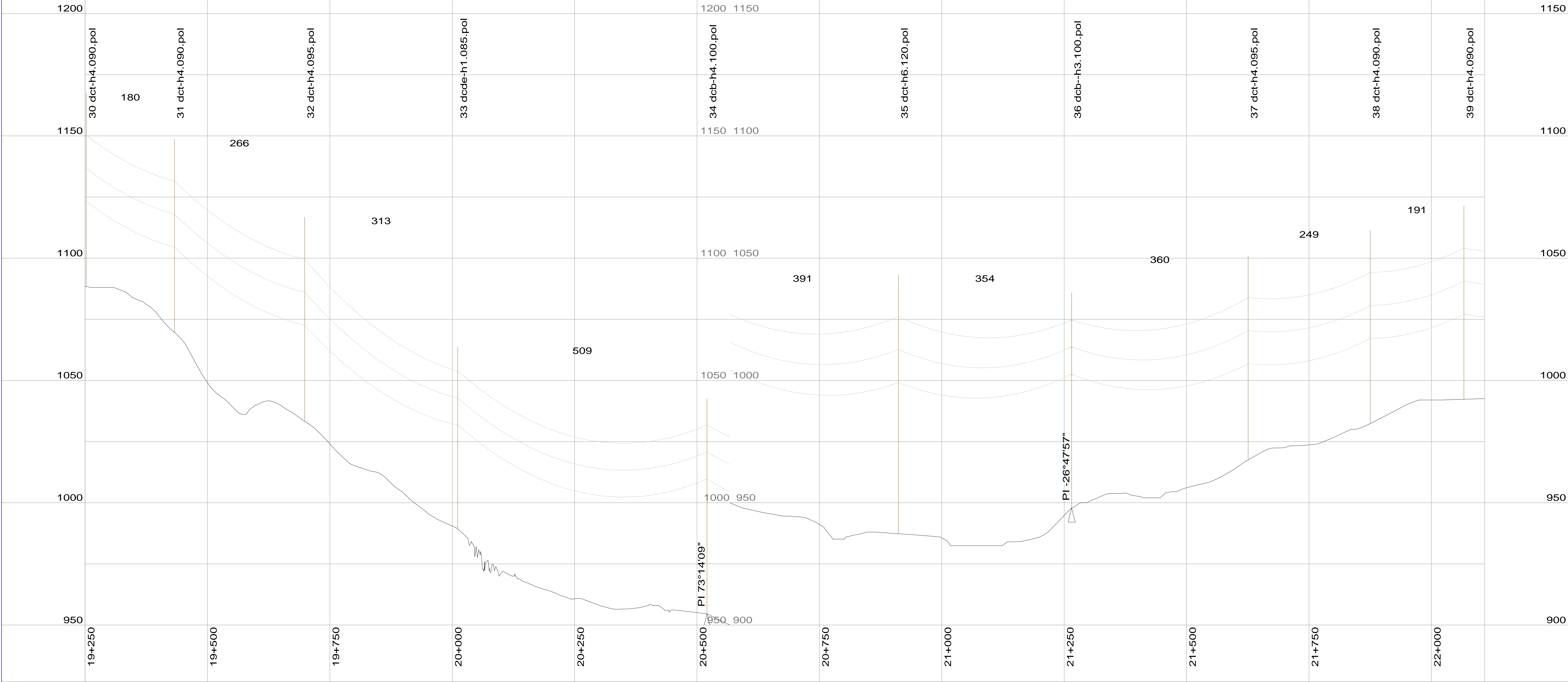
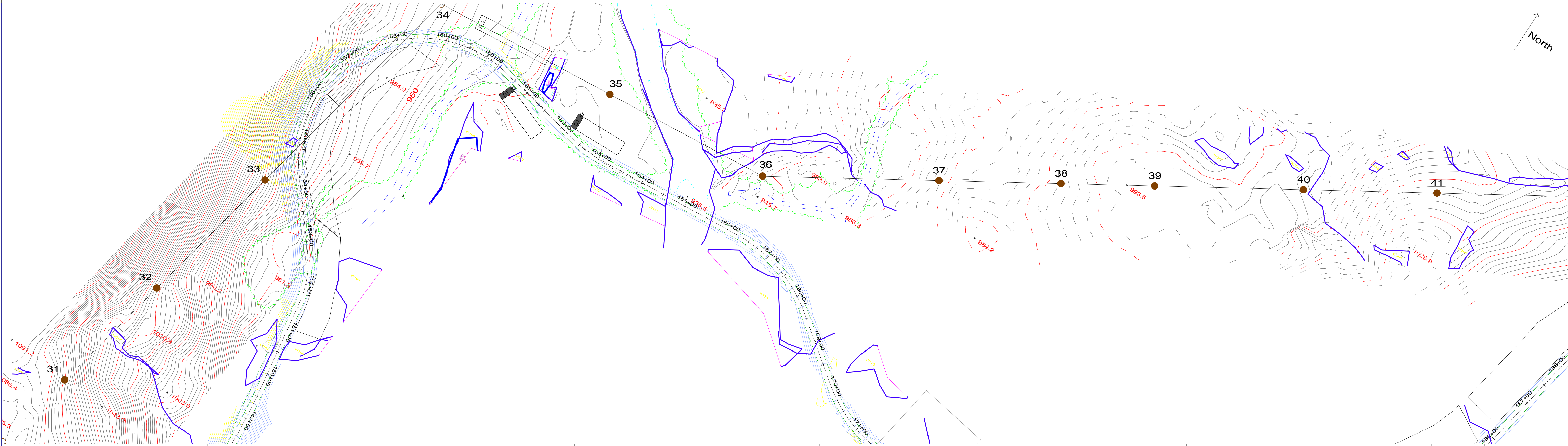
Designed By	Date	Scale	Approved By
ARH	11/30/2009	1:100H 1:20V	NSH

HIGHLAND WIND, LLC
 HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: 14001
 Engineer: RLC ENGINEERING
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: PERMIT
 Sheet Number: T-15

NOT FOR CONSTRUCTION



Date	Drawn By	Description
	ARH	115kV TRANSMISSION LINE

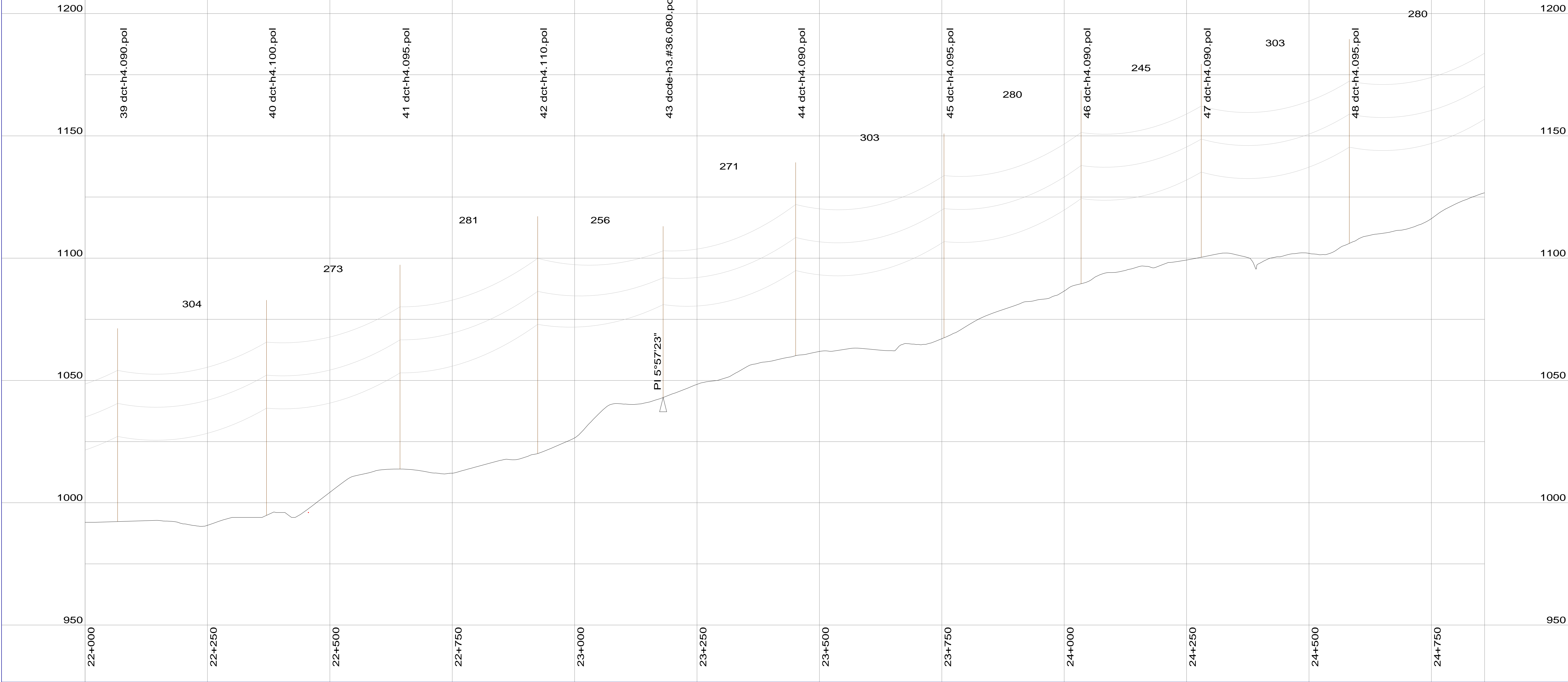
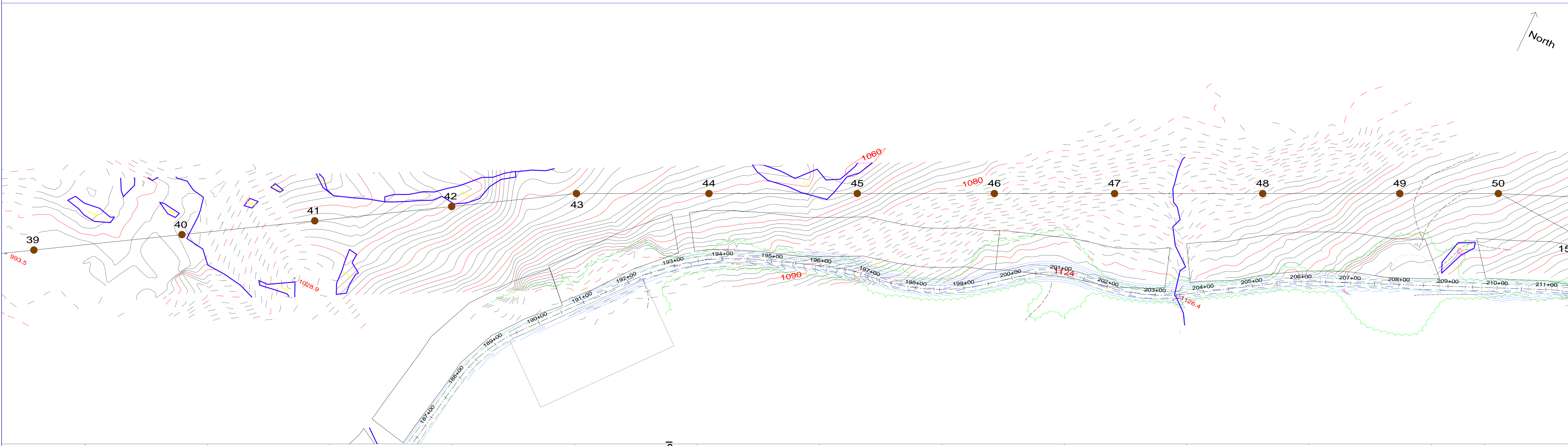
Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

HIGHLAND WIND, LLC
 HIGHLAND WIND, LLC
 HIGHLAND PLANTATION, ME
 115kV TRANSMISSION LINE

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-16**

NOT FOR CONSTRUCTION



Date	Drawn By	Description
	ARH	

Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

Project Location	HIGHLAND WIND, LLC HIGHLAND PLANTATION, ME
Drawing Description	115KV TRANSMISSION LINE

Project Number
Engineer
14001

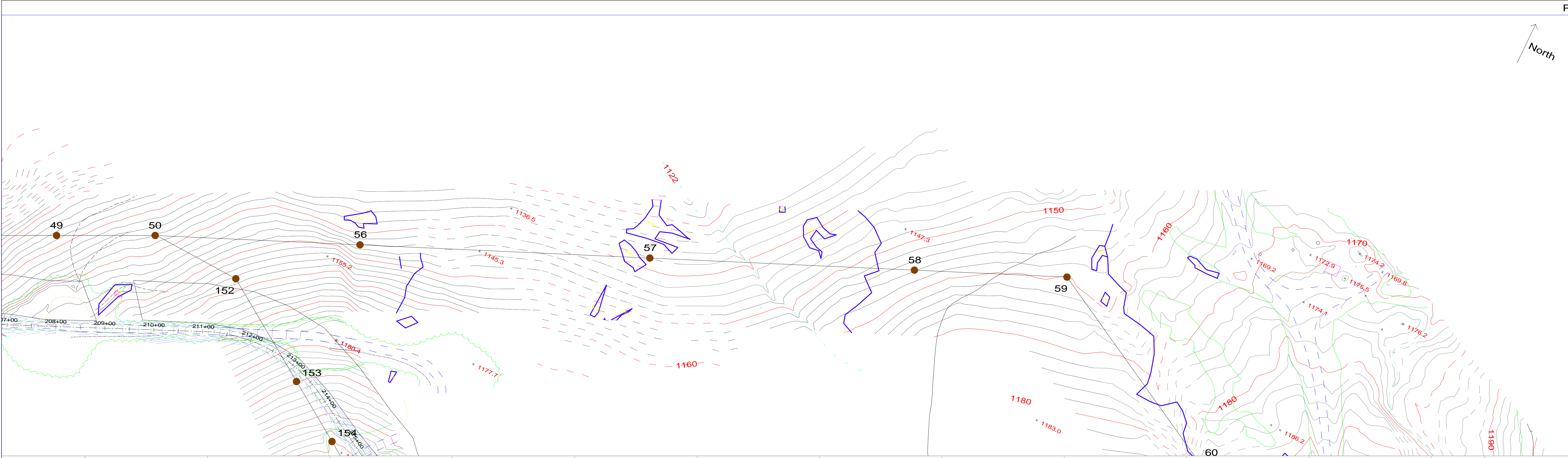
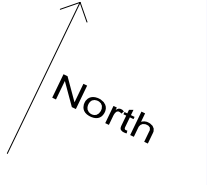
18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

RLC
ENGINEERING

Phase
PERMIT

Sheet Number
T-17

NOT FOR CONSTRUCTION



49 dct-h4.085.pol

50 dcde-h1.075.pol

201

PI 28°37'14"

CONTINUE 115kV TRANSMISSION
ON SHEET T-19 STRUCTURE #56

Date	
Drawn By	ARH
Checked By	NSH
Approved By	NSH
Scale	1:100H 1:20V
Date	11/30/2009
Designed By	ARH
Drawn By	ARH
Checked By	NSH
Approved By	NSH

HIGHLAND WIND
HIGHLAND WIND, LLC
Project Location: HIGHLAND PLANTATION, ME
Drawing Description: 115kV TRANSMISSION LINE

Project Number: **14001**

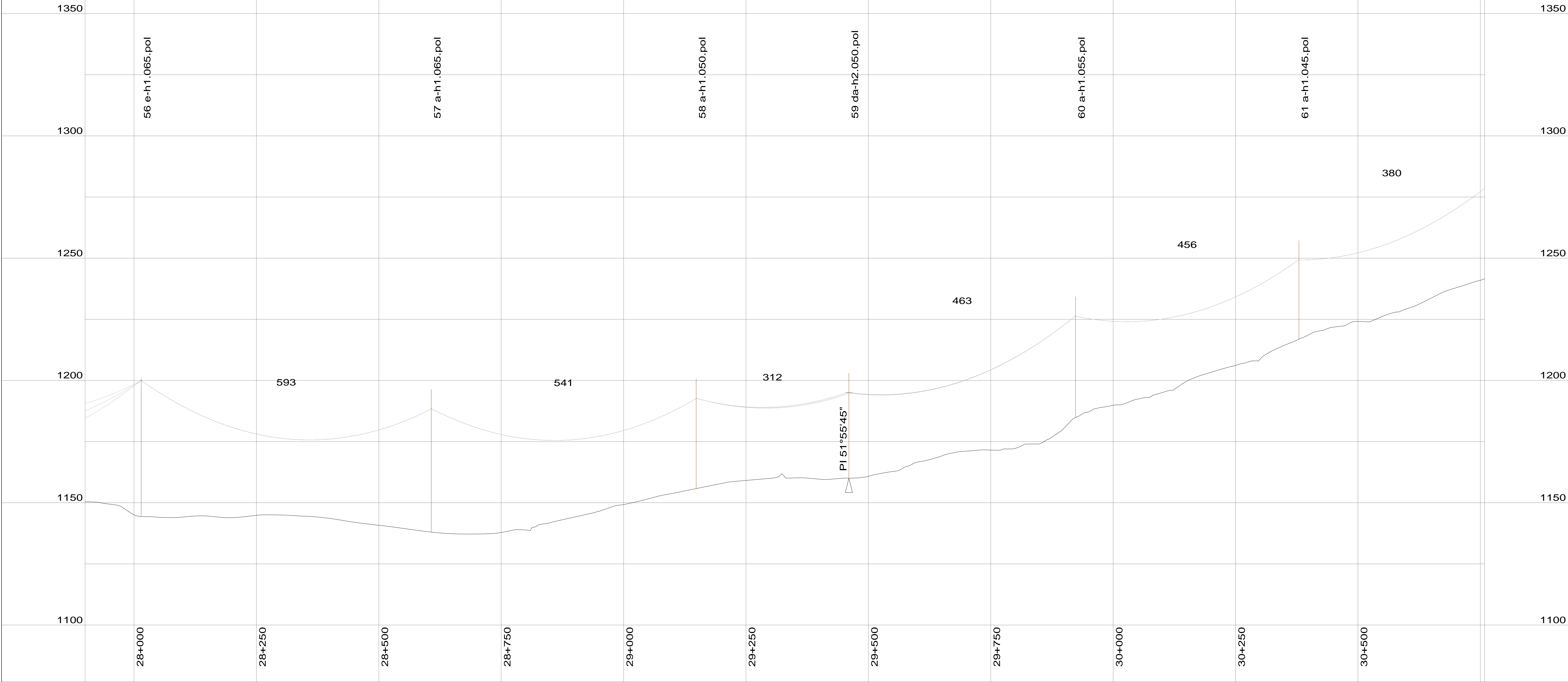
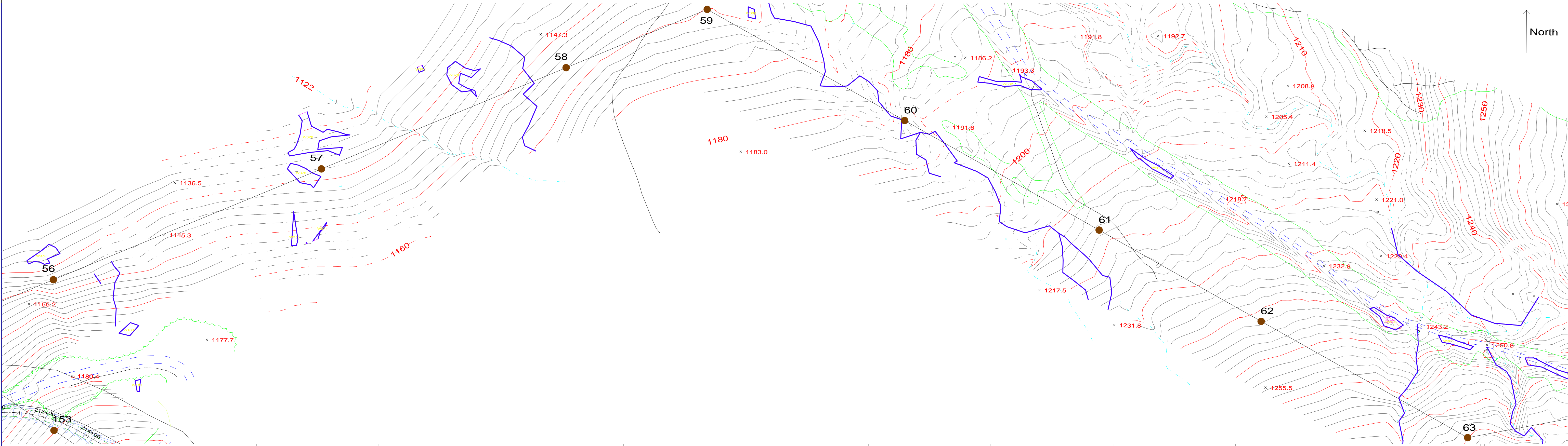
Engineer: **RLC ENGINEERING**

18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

Phase: **PERMIT**

Sheet Number: **T-18**

NOT FOR CONSTRUCTION



Date	Drawn By	Checked By
	ARH	NSH

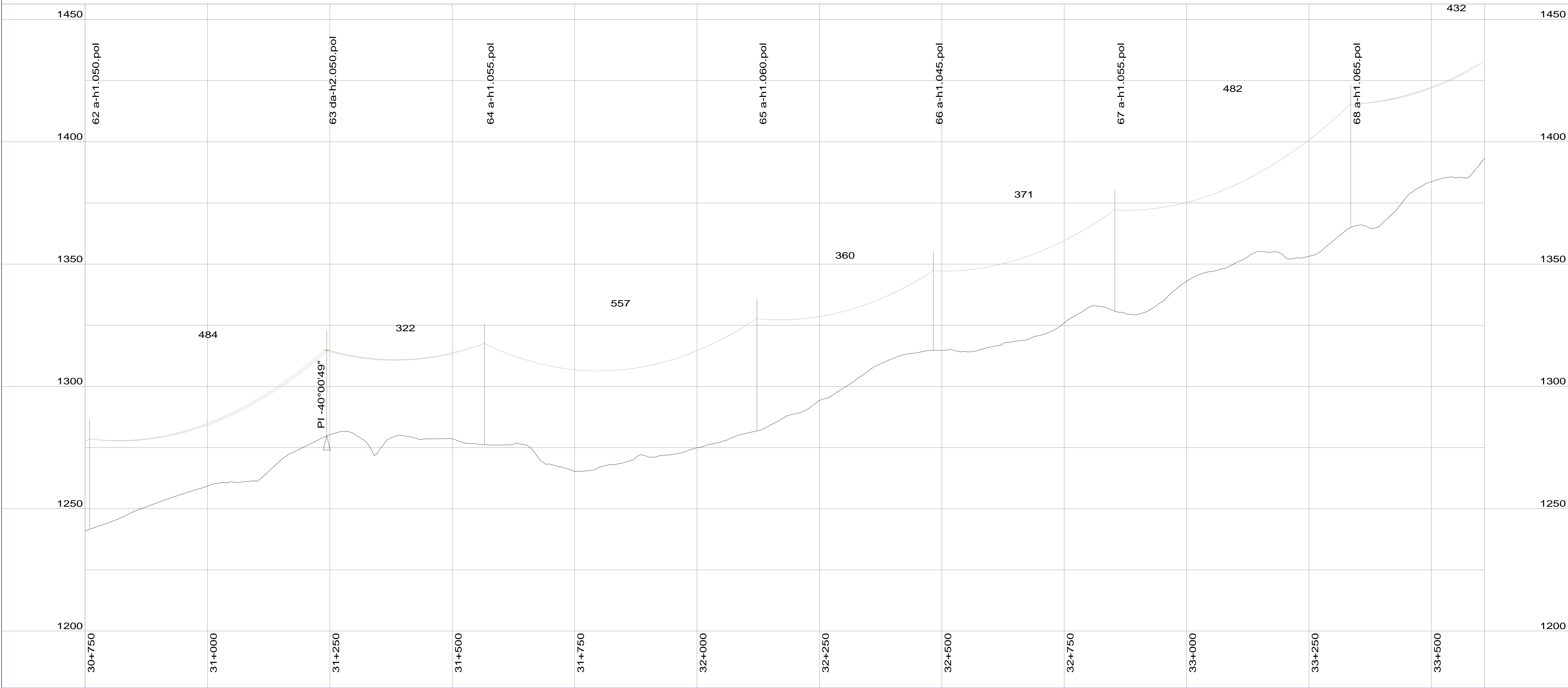
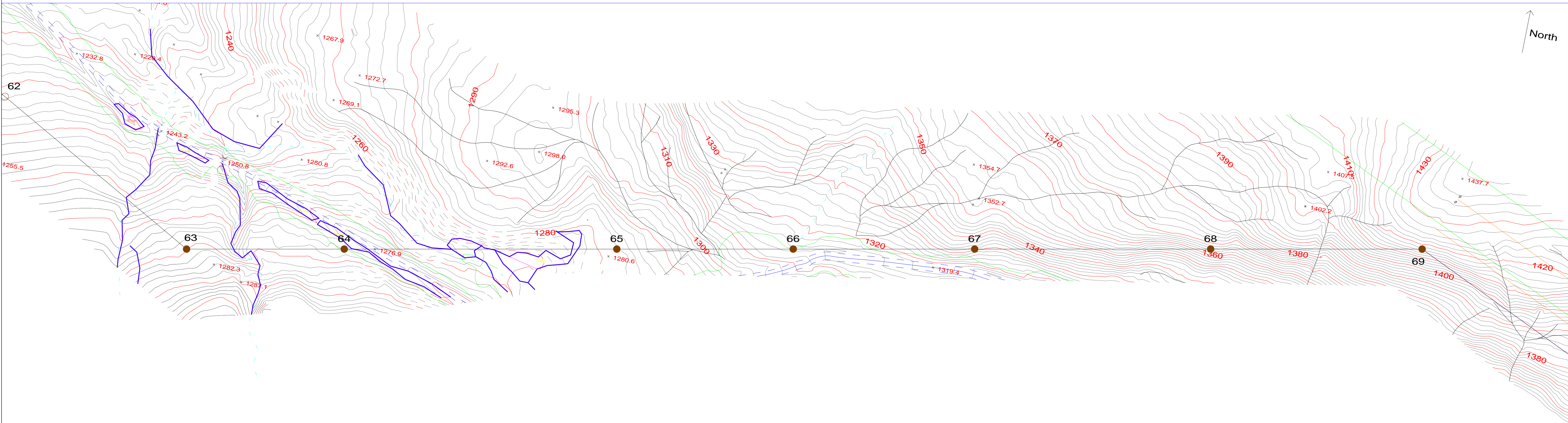
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Drawn By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

HIGHLAND WIND
HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-19**

NOT FOR CONSTRUCTION



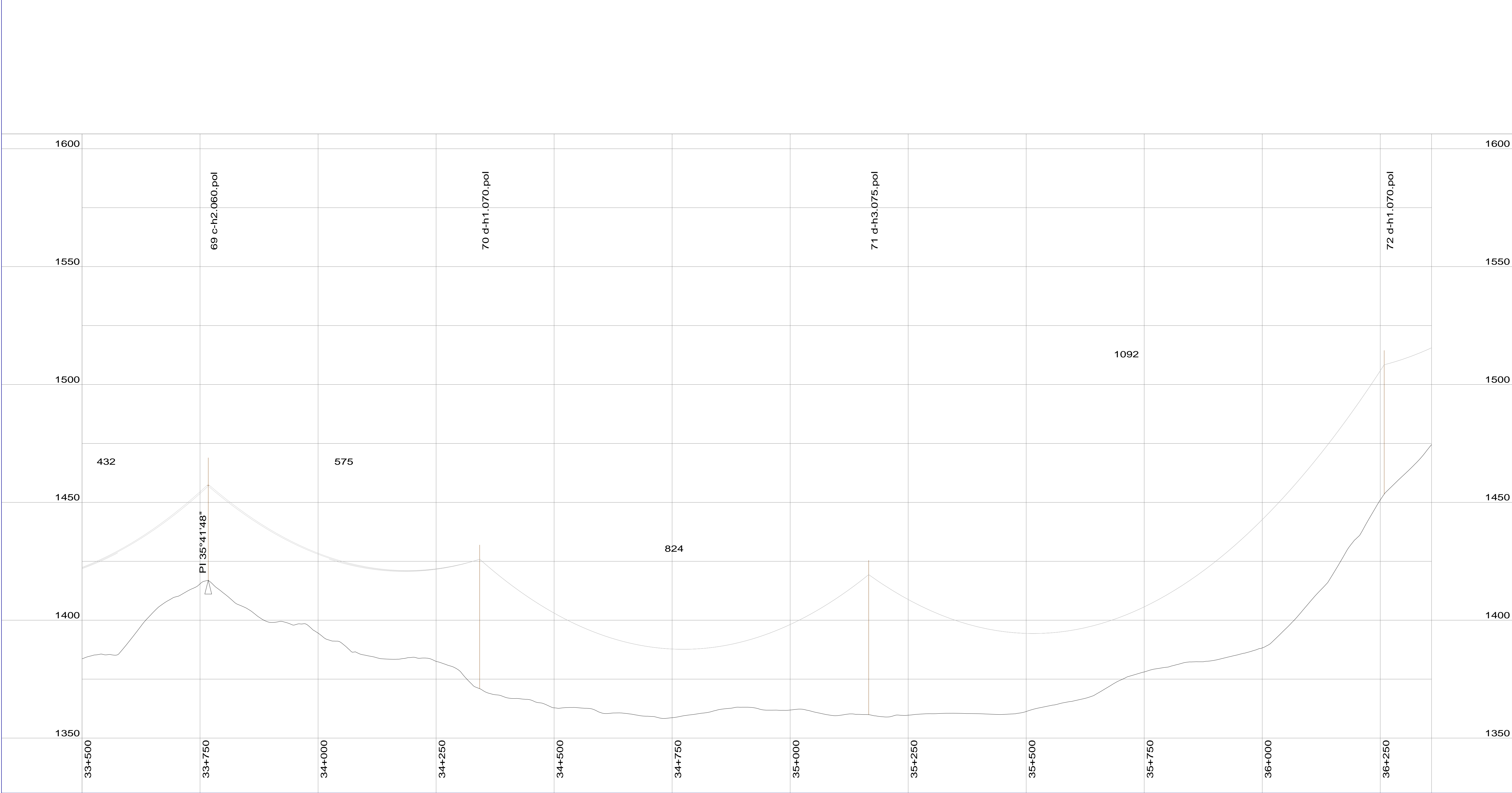
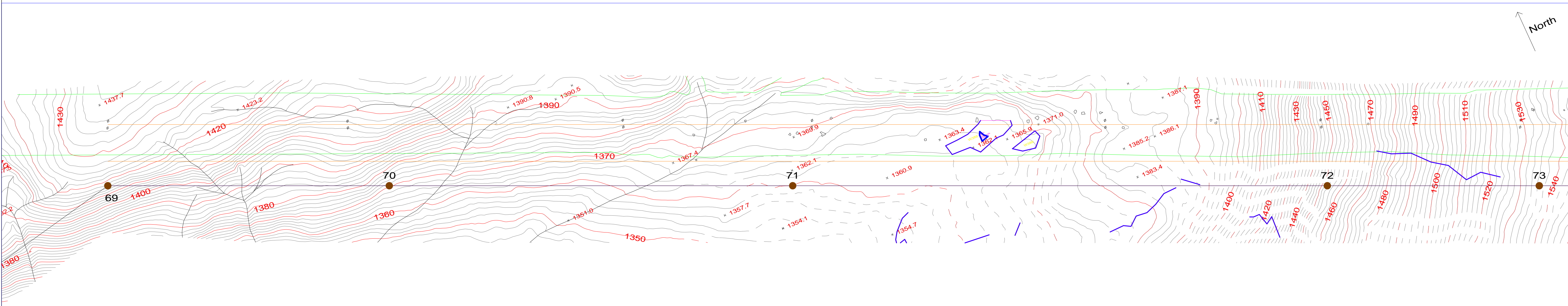
Date	
Drawn By	ARH
Checked By	NSH
Approved By	NSH
Scale	1:100H 1:20V
Date	11/30/2009
Designed By	ARH
Drawn By	ARH
Checked By	NSH
Approved By	NSH

HIGHLAND WIND, LLC
 HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: 14001
 Engineer: RLC ENGINEERING
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: PERMIT
 Sheet Number: T-20

NOT FOR CONSTRUCTION



Date	Drawn By	Checked By
	ARH	NSH

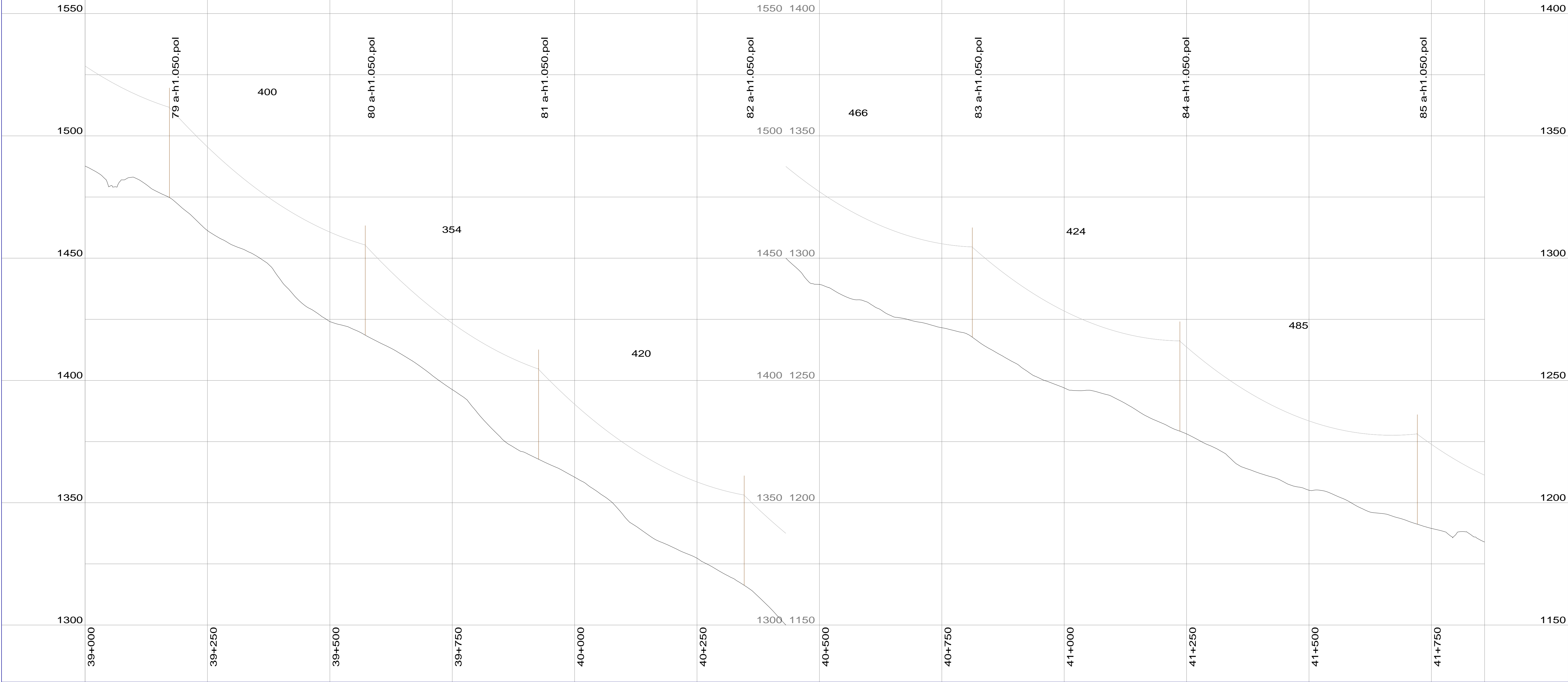
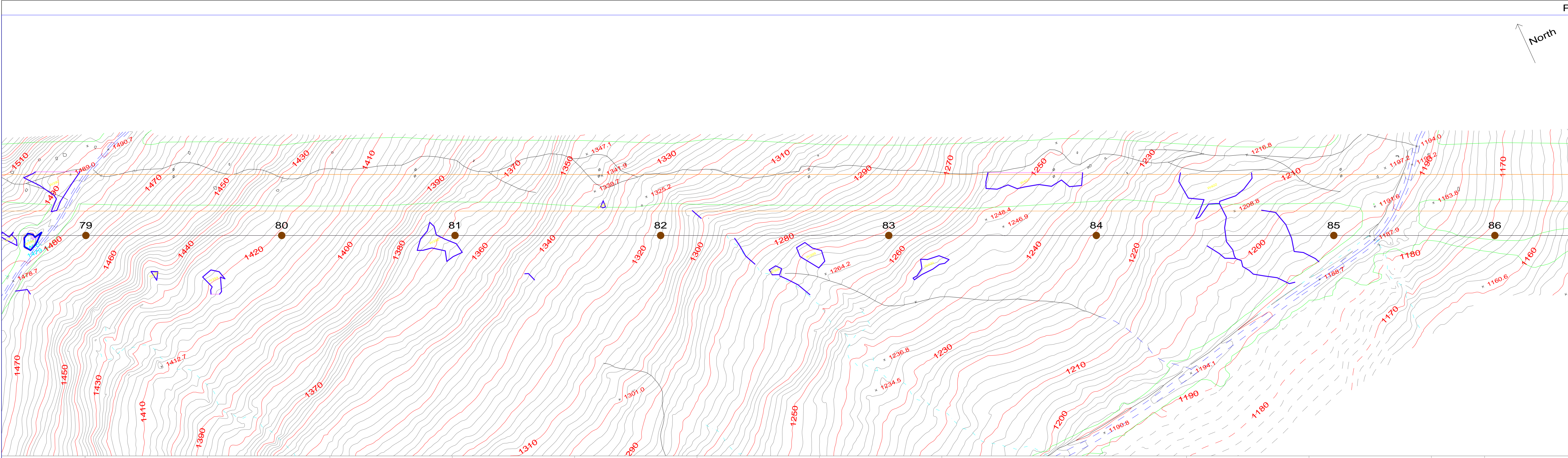
Designed By	ARH
Date	11/30/2009
Scale	1:1000H 1:20V
Approved By	NSH
Checked By	NSH

HIGHLAND WIND
HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-21**

NOT FOR CONSTRUCTION



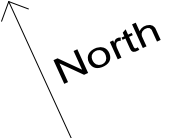
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Checked By	NSH
Designated By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

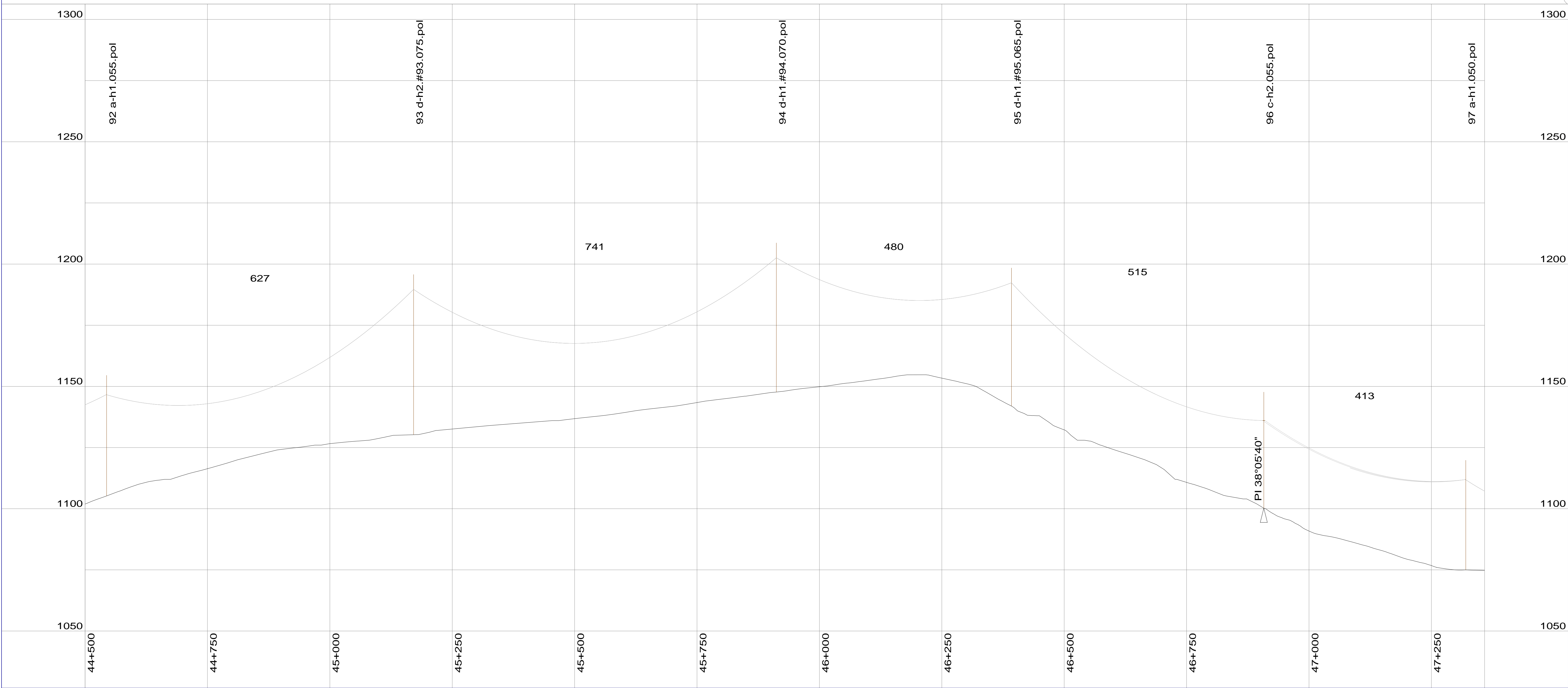
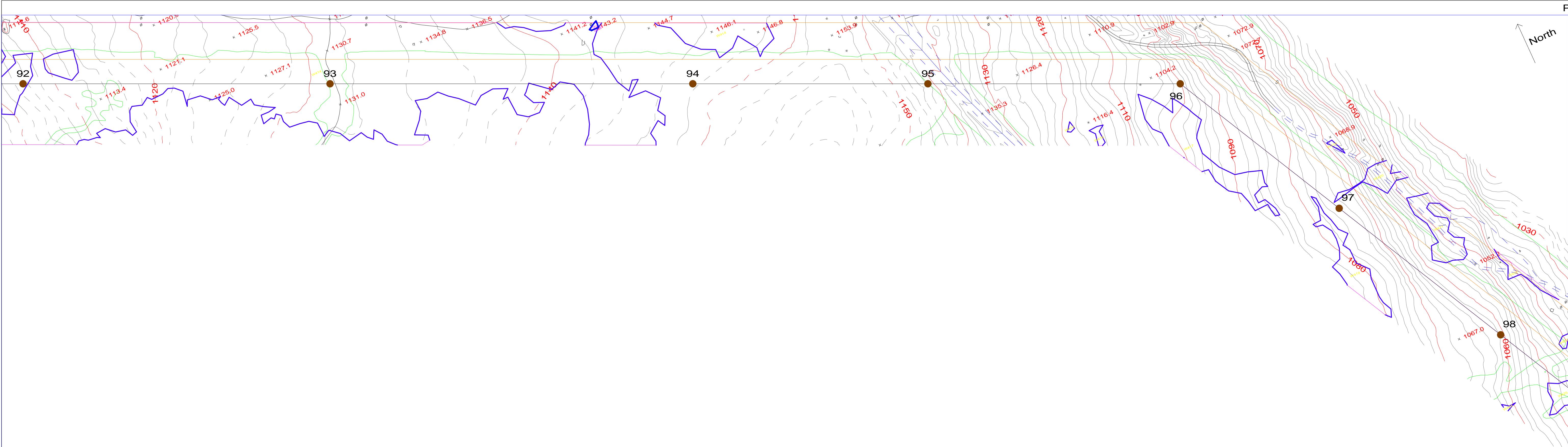
HIGHLAND WIND, LLC
 HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: 14001
 Engineer: RLC ENGINEERING
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: PERMIT
 Sheet Number: T-23

NOT FOR CONSTRUCTION





Date	Drawn By	Checked By
	ARH	NSH

Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH

NOT FOR CONSTRUCTION

14001

RLC ENGINEERING

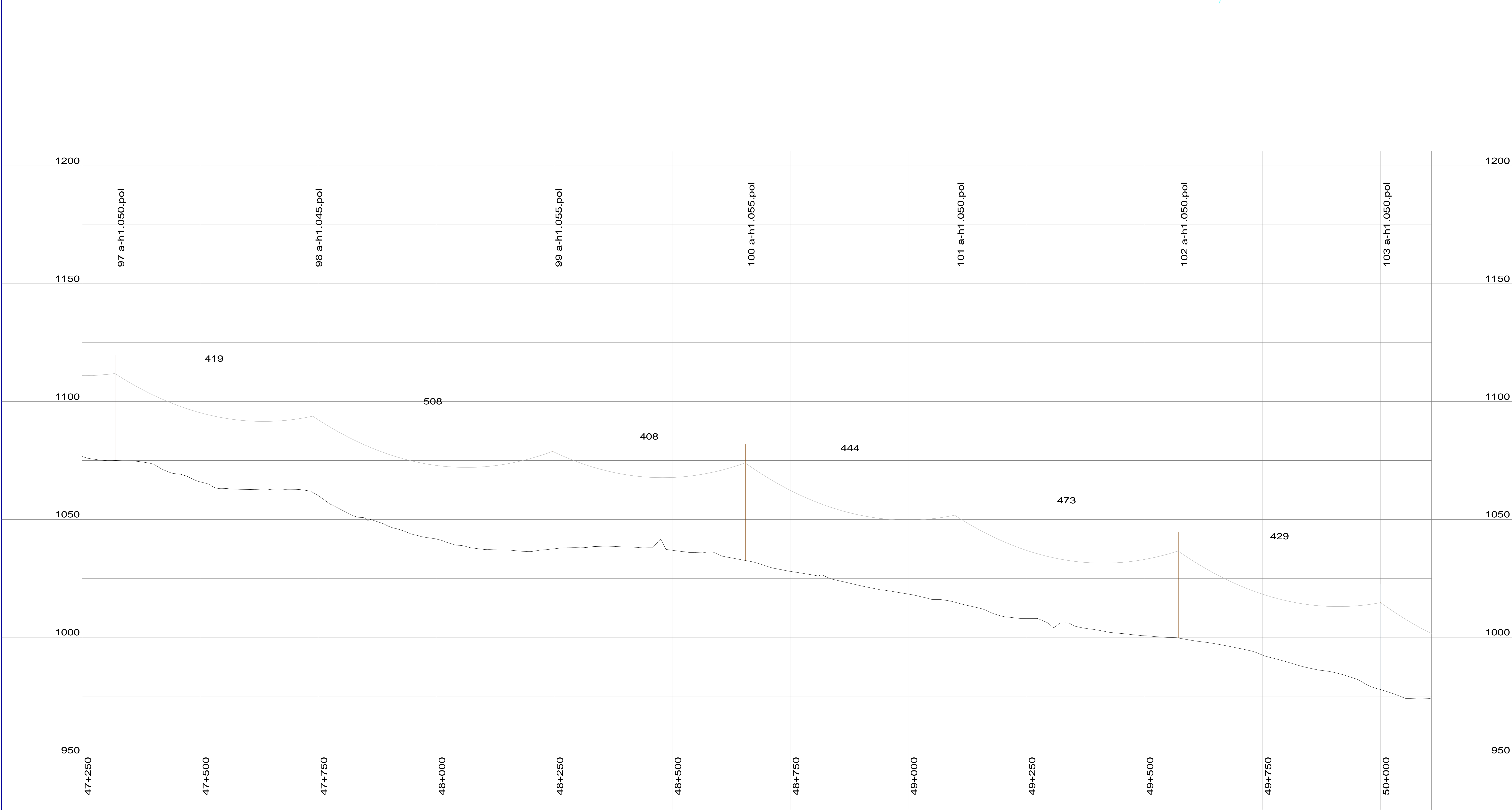
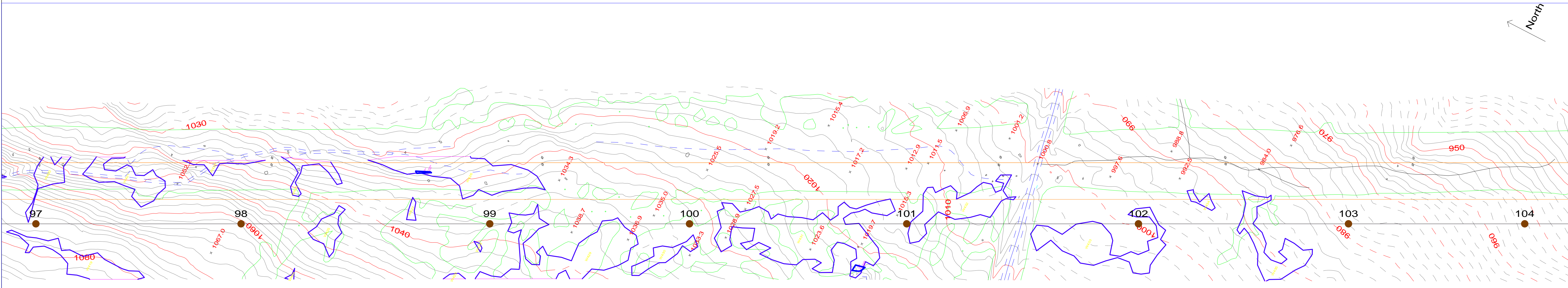
18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

Project Number
Engineer

Phase
PERMIT

Sheet Number
T-25

HIGHLAND WIND, LLC
HIGHLAND PLANTATION, ME
115KV TRANSMISSION LINE



Date	Drawn By	Description
	ARH	

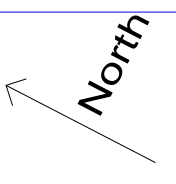
Designed By	Date	Scale	Approved By	Checked By
ARH	11/30/2009	1:100H 1:20V	NSH	NSH

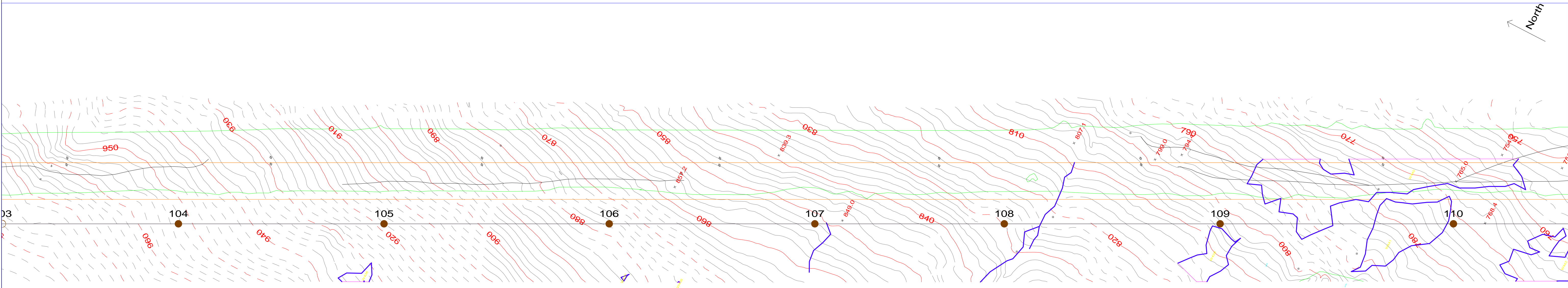
HIGHLAND WIND
HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-26**

NOT FOR CONSTRUCTION



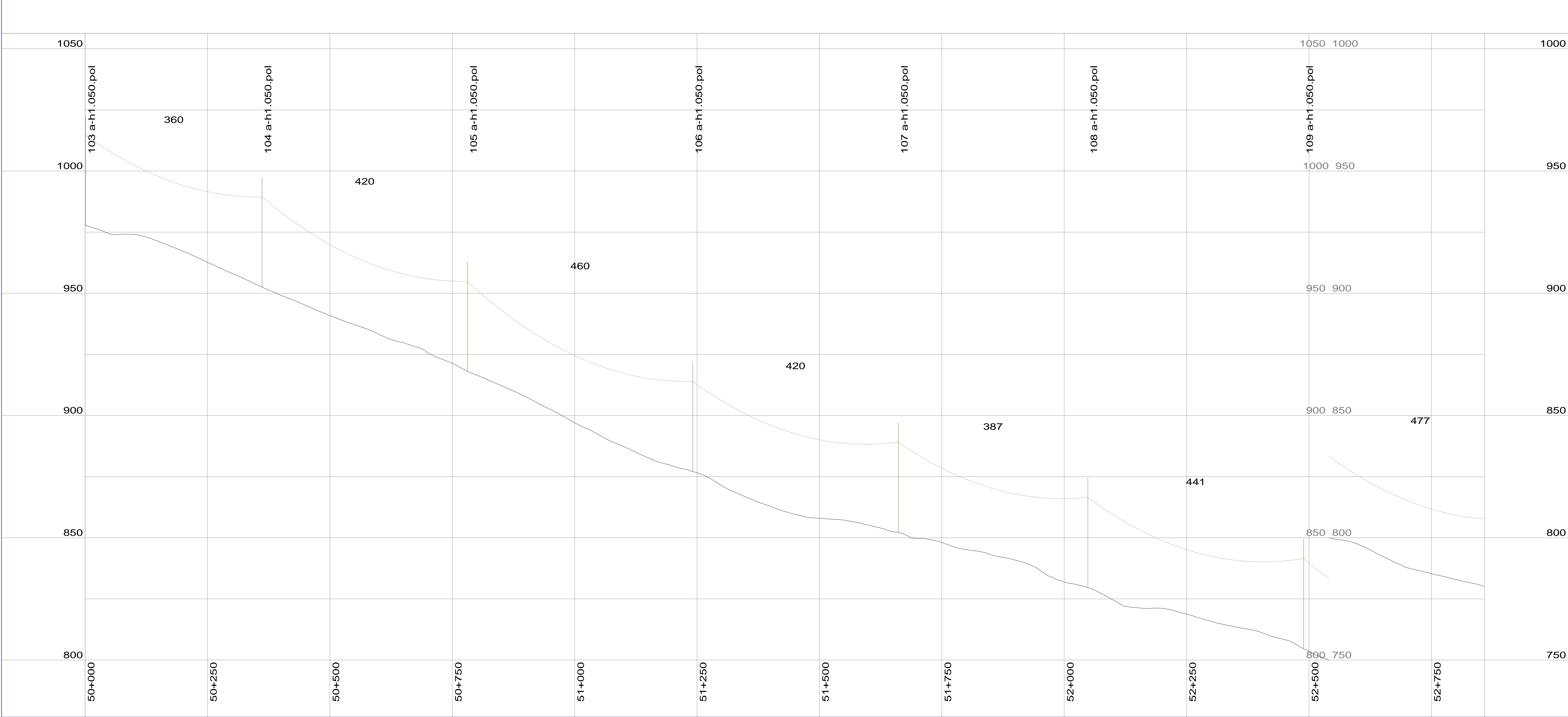


Drawn By	ARH
Checked By	NSH
Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

NOT FOR CONSTRUCTION

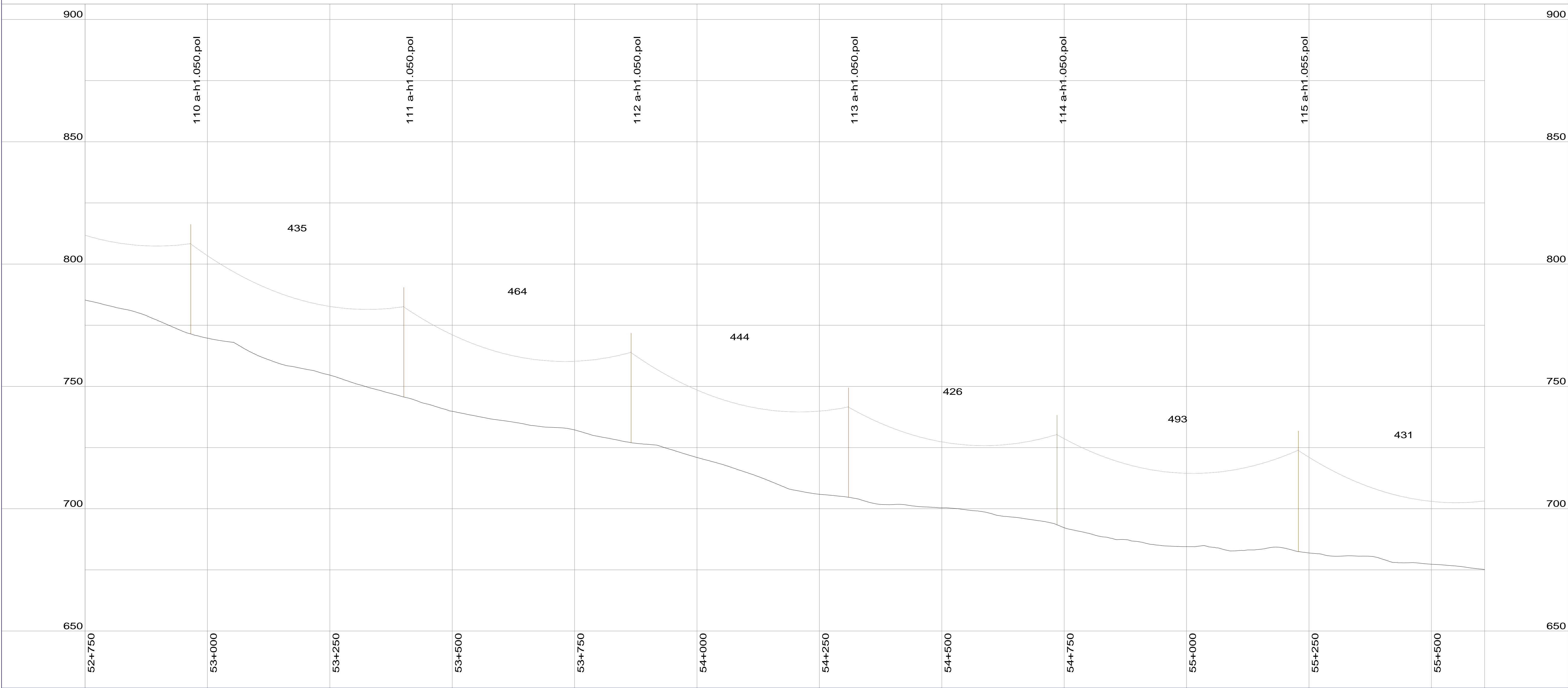
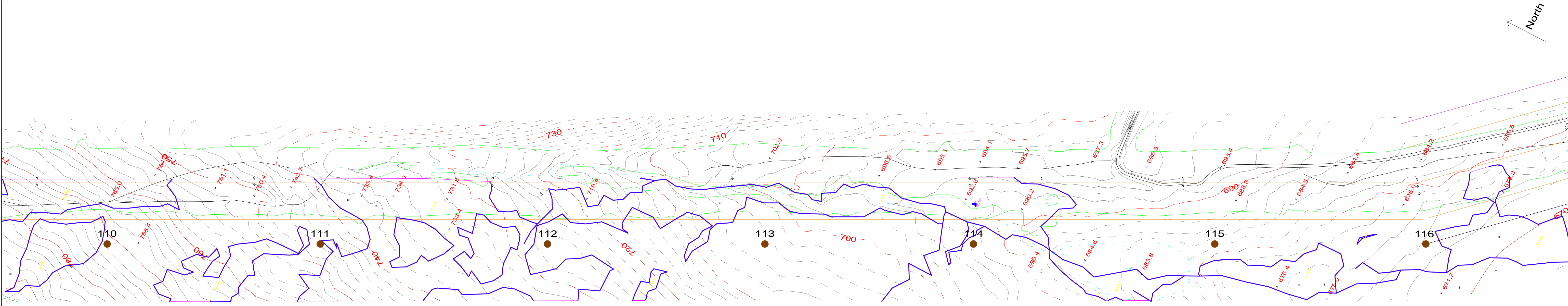
Project Location	HIGHLAND WIND, LLC HIGHLAND PLANTATION, ME
Drawing Description	115KV TRANSMISSION LINE

Project Number	14001
Engineer	RLC ENGINEERING
Address	18 MEADOW ROAD P.O. Box 722 AUGUSTA, ME 04332 207.621.1077
Phase	PERMIT
Sheet Number	T-27



HIGHLAND WIND
HIGHLAND WIND, LLC
Project Location
HIGHLAND PLANTATION, ME
Drawing Description
115KV TRANSMISSION LINE

Project Number
14001
Engineer
RLC ENGINEERING
18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077
Phase
PERMIT
Sheet Number
T-27



Date	Drawn By	Description
	ARH	

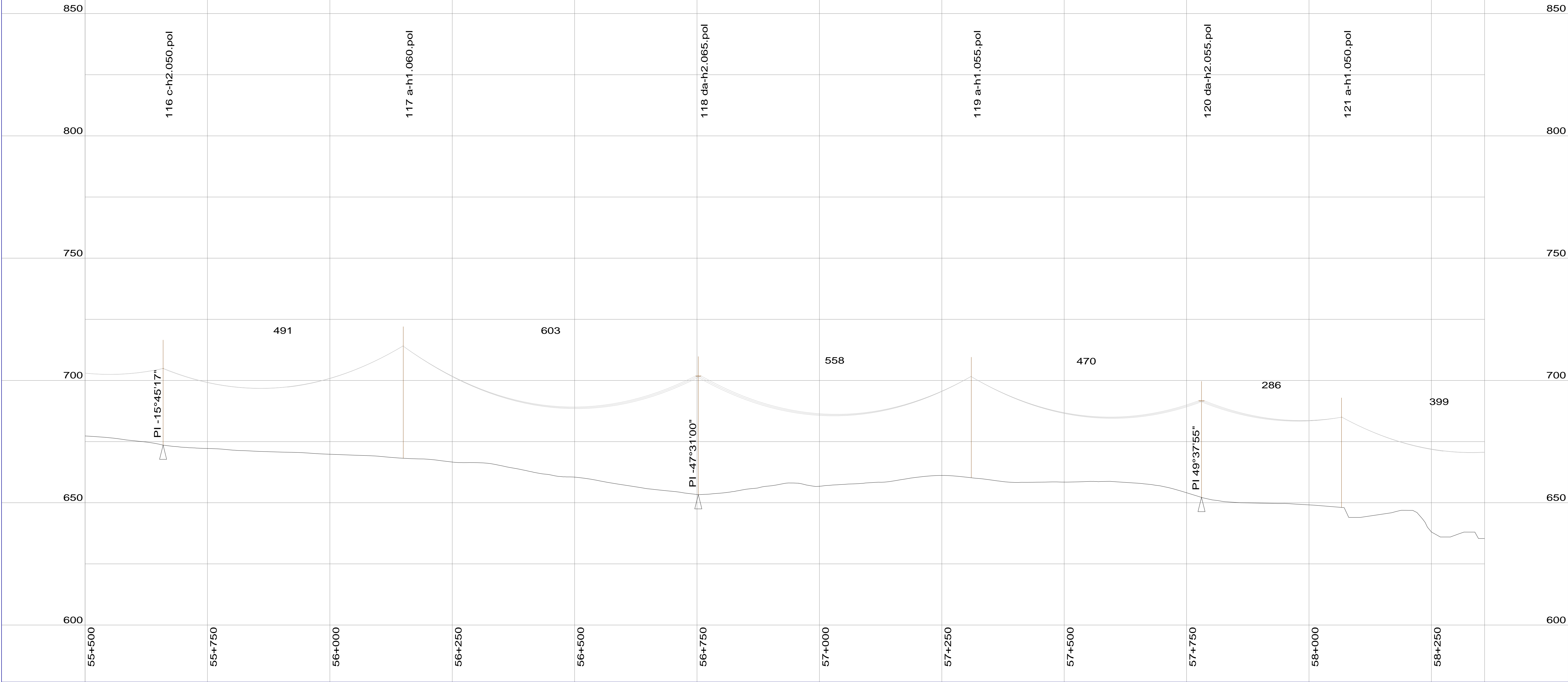
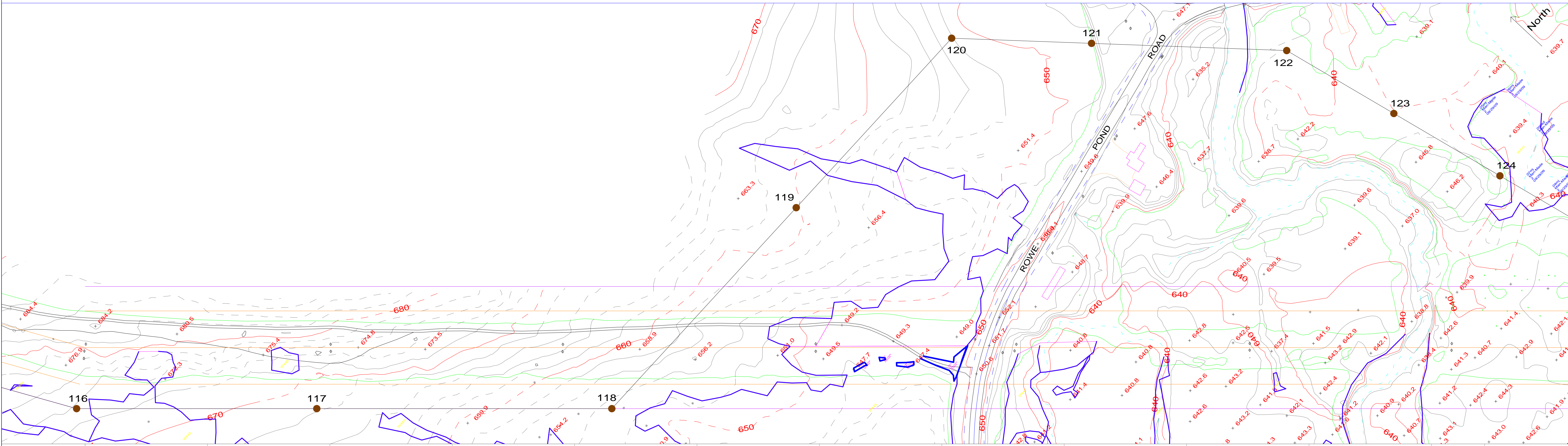
Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

HIGHLAND WIND
HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-28**

NOT FOR CONSTRUCTION



Date	Drawn By	Checked By
	ARH	NSH

Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

Project Number
Engineer
14001

Project Location
HIGHLAND WIND, LLC
HIGHLAND PLANTATION, ME

Drawing Description
115KV TRANSMISSION LINE

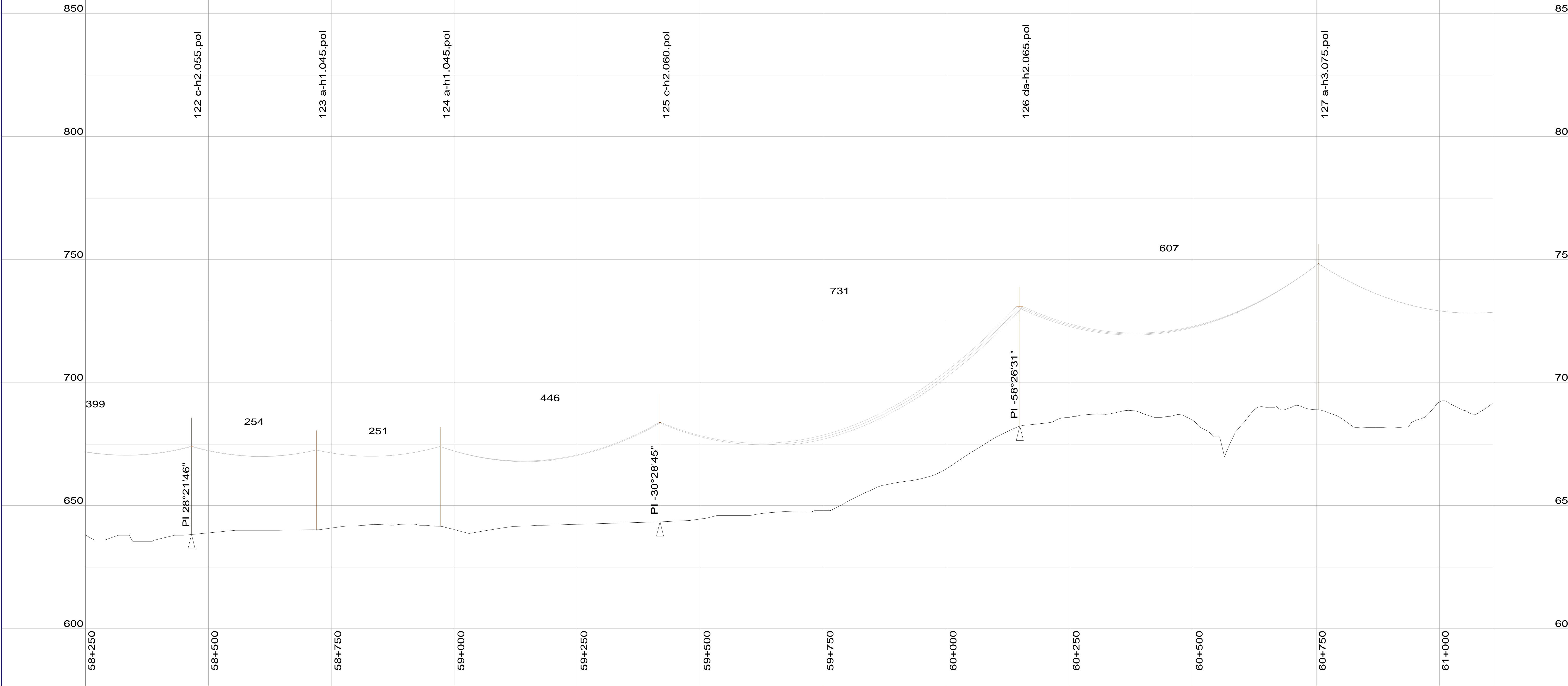
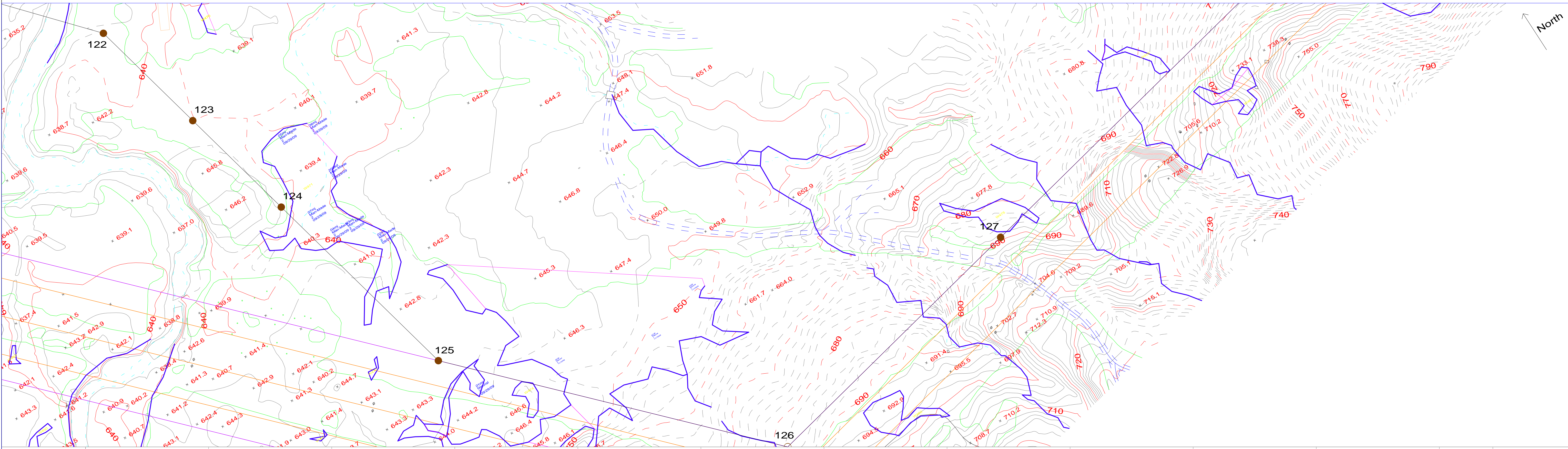
Phase
PERMIT

Sheet Number
T-29

18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

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ENGINEERING

NOT FOR CONSTRUCTION



Date	Drawn By	Checked By
	ARH	NSH

Drawn By	Checked By
ARH	NSH

Project Location	Project Description
HIGHLAND WIND, LLC HIGHLAND PLANTATION, ME	115KV TRANSMISSION LINE

Project Number
Engineer
14001

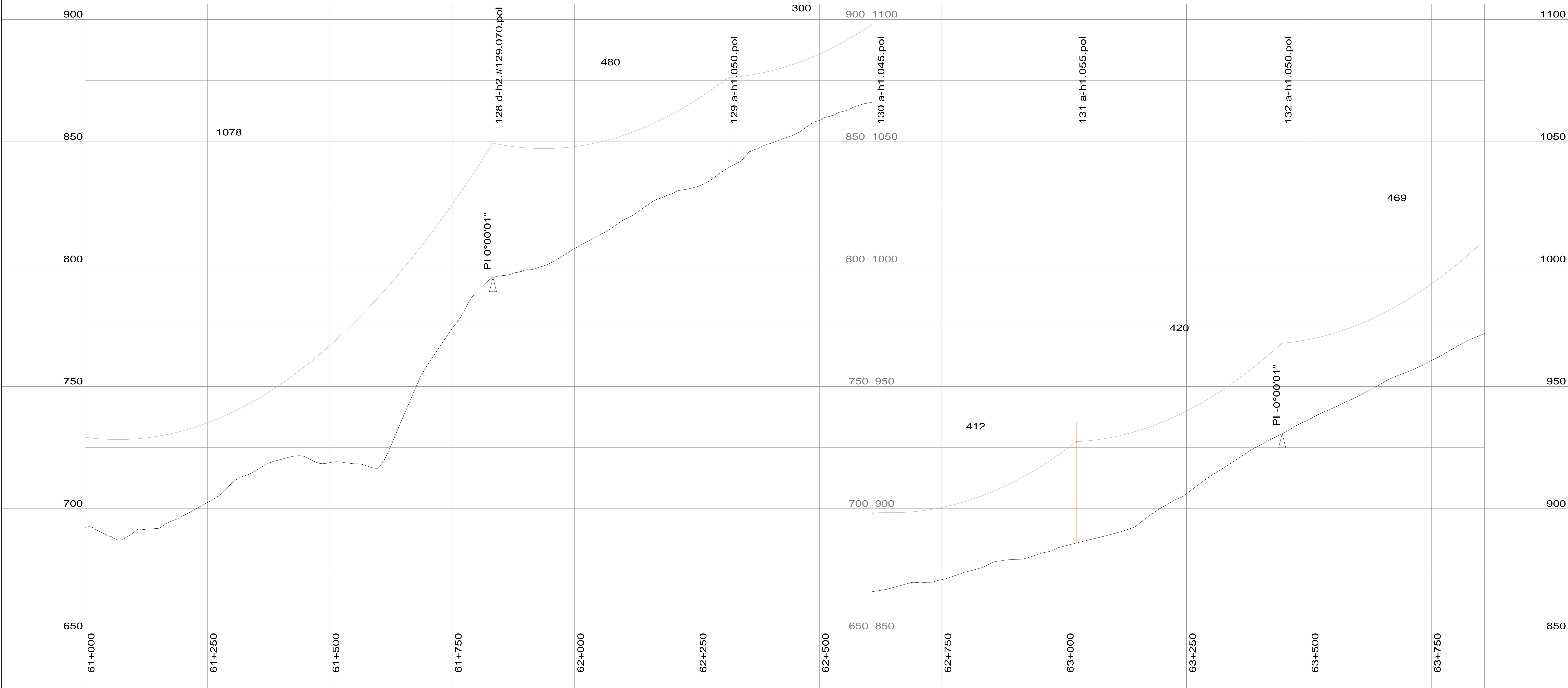
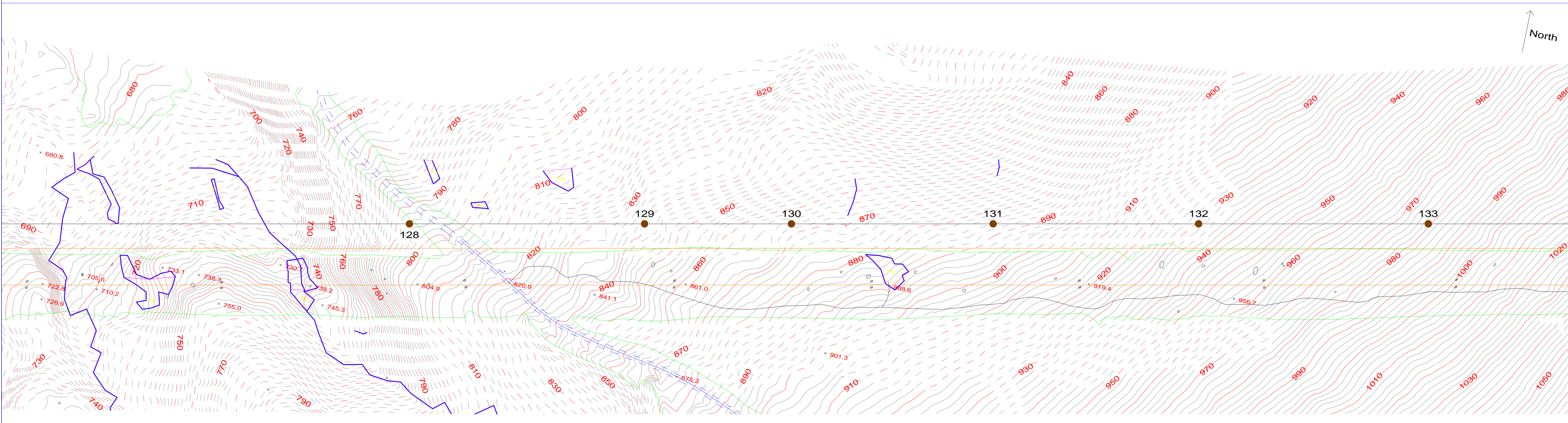
18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

RLC
ENGINEERING

Phase
PERMIT

Sheet Number
T-30

NOT FOR CONSTRUCTION



Date	Drawn By	Checked By
	ARH	NSH

Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

Project Location
 HIGHLAND WIND, LLC
 HIGHLAND PLANTATION, ME

Project Number
14001

Engineer
RLC ENGINEERING

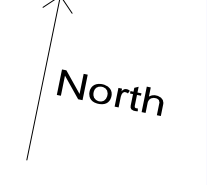
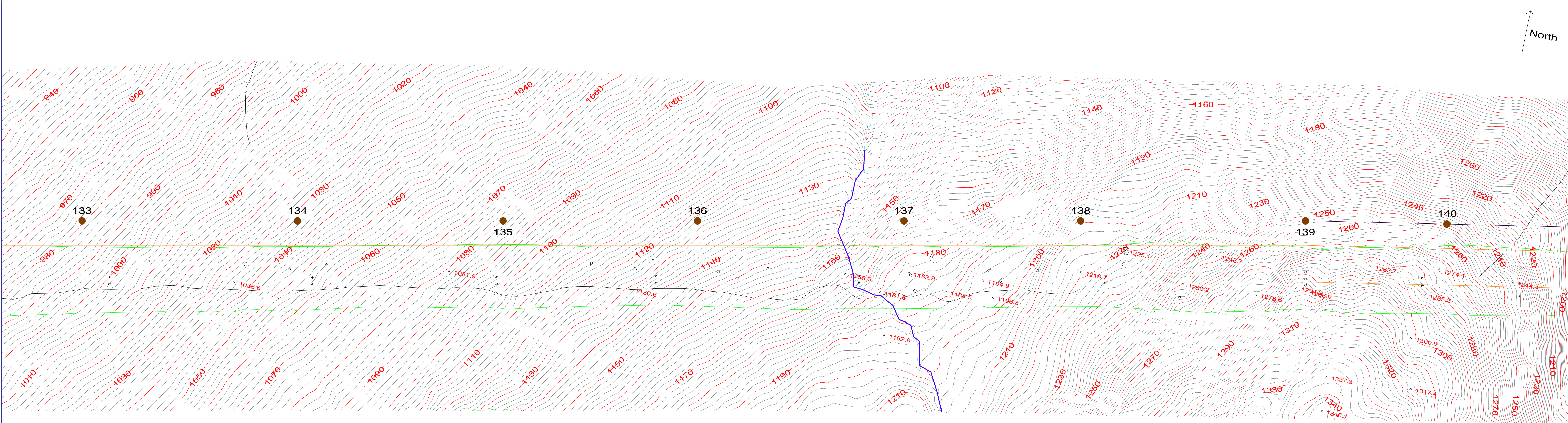
18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase
PERMIT

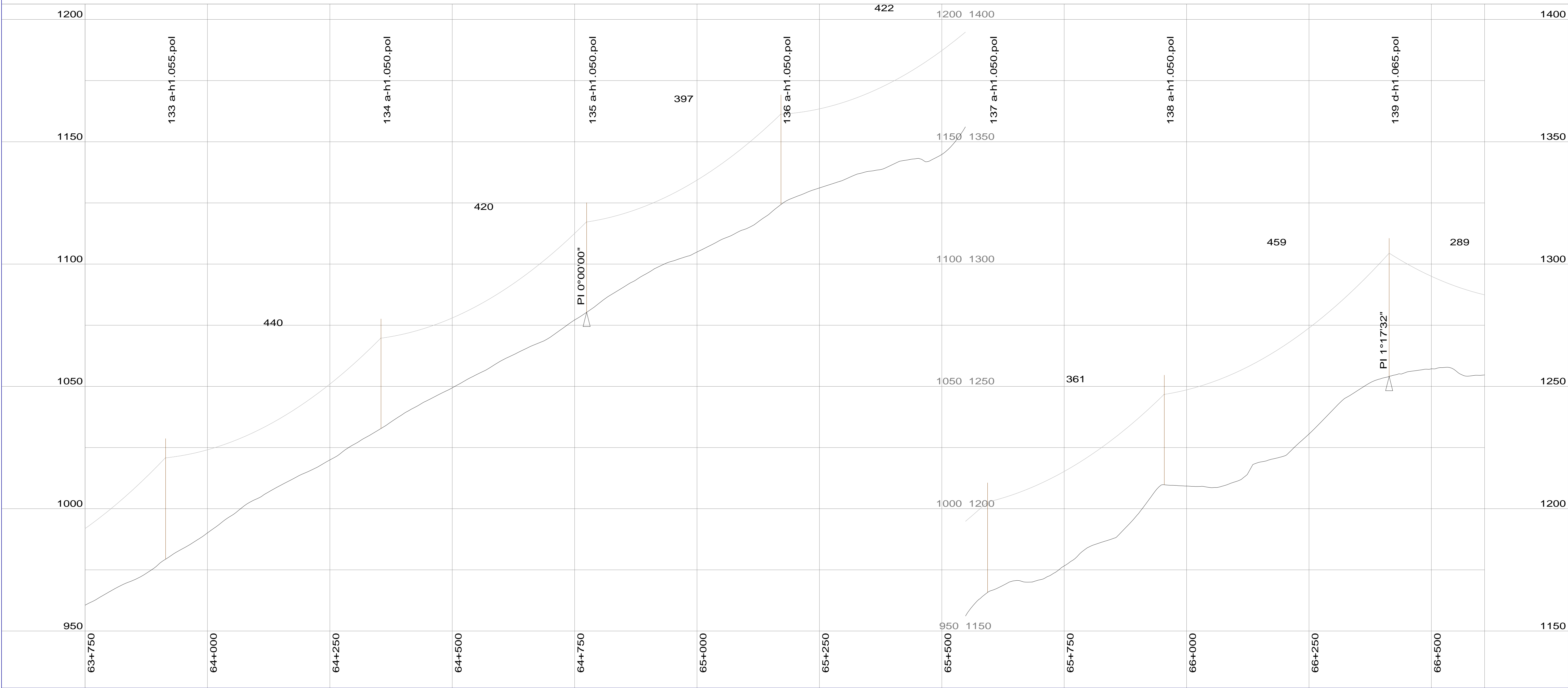
Sheet Number
T-31

NOT FOR CONSTRUCTION

Drawing Description
 115KV TRANSMISSION LINE

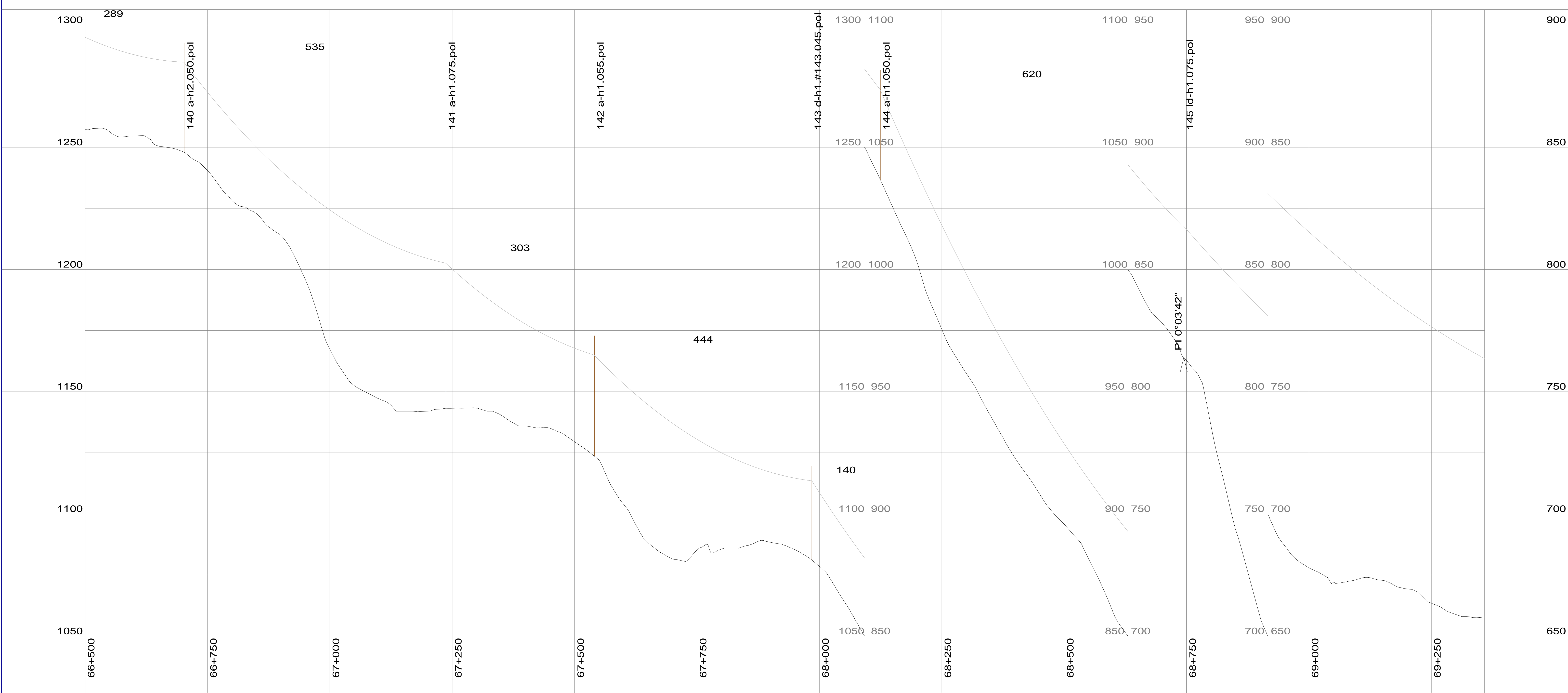
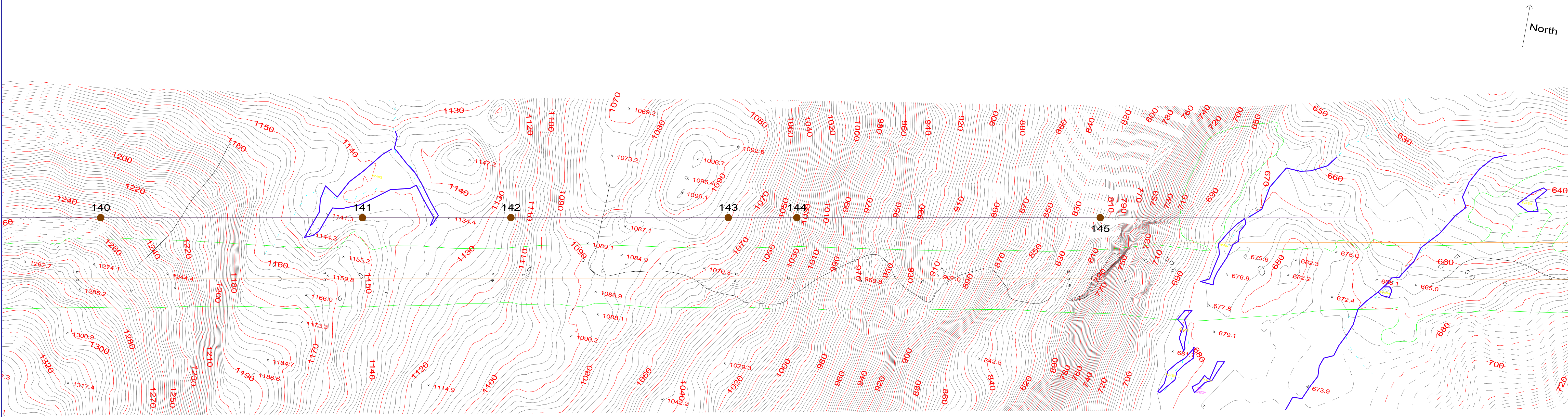


NOT FOR CONSTRUCTION



Drawn By: ARH
 Date: 11/30/2009
 Scale: 1:100H 1:20V
 Project Location: HIGHLAND WIND, LLC
 HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

Project Number: 14001
 Engineer: RLC ENGINEERING
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077
 Phase: PERMIT
 Sheet Number: T-32



Date	Drawn By	Description
	ARH	

Designed By	ARH
Date	11/30/2009
Scale	1:100H 1:20V
Approved By	NSH
Checked By	NSH

Project Name	HIGHLAND WIND
Client	HIGHLAND WIND, LLC
Project Location	HIGHLAND PLANTATION, ME
Drawing Description	115KV TRANSMISSION LINE

Project Number
Engineer
14001

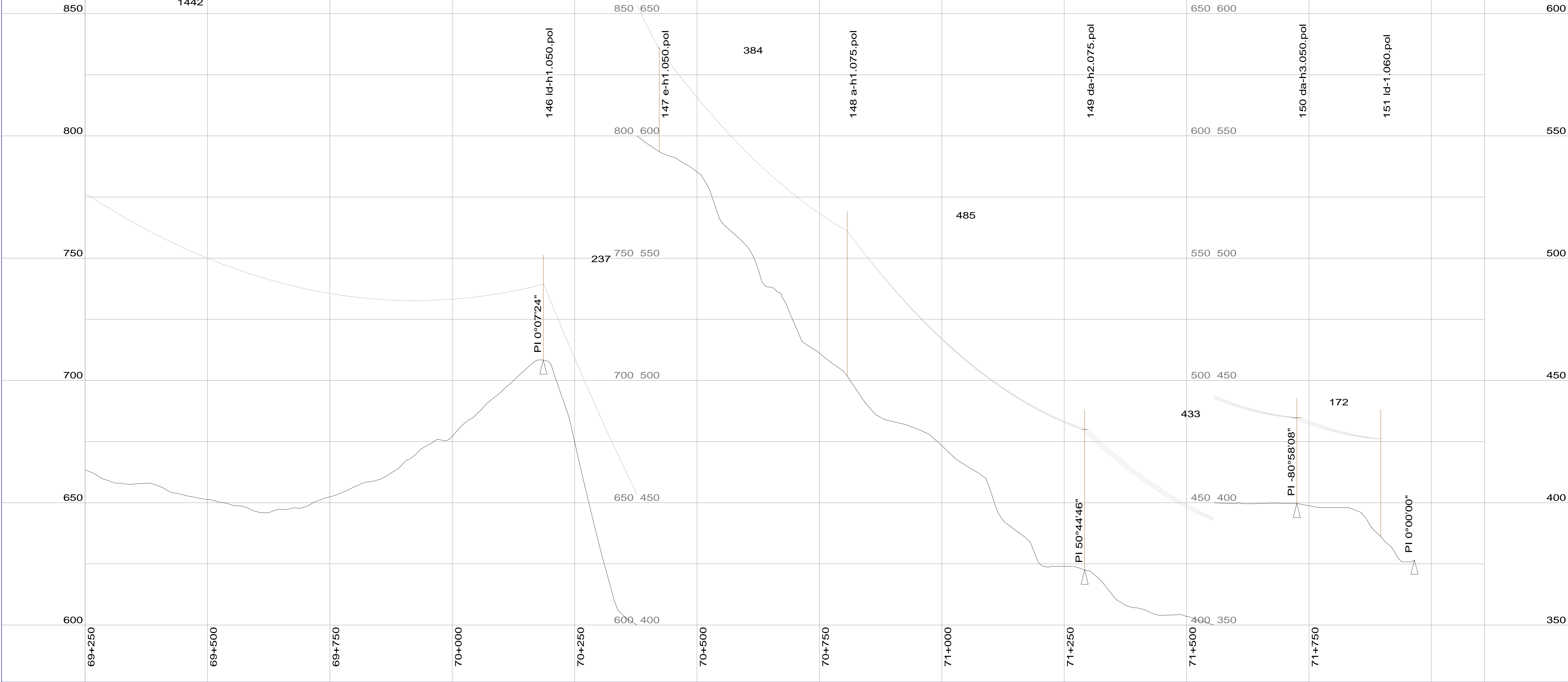
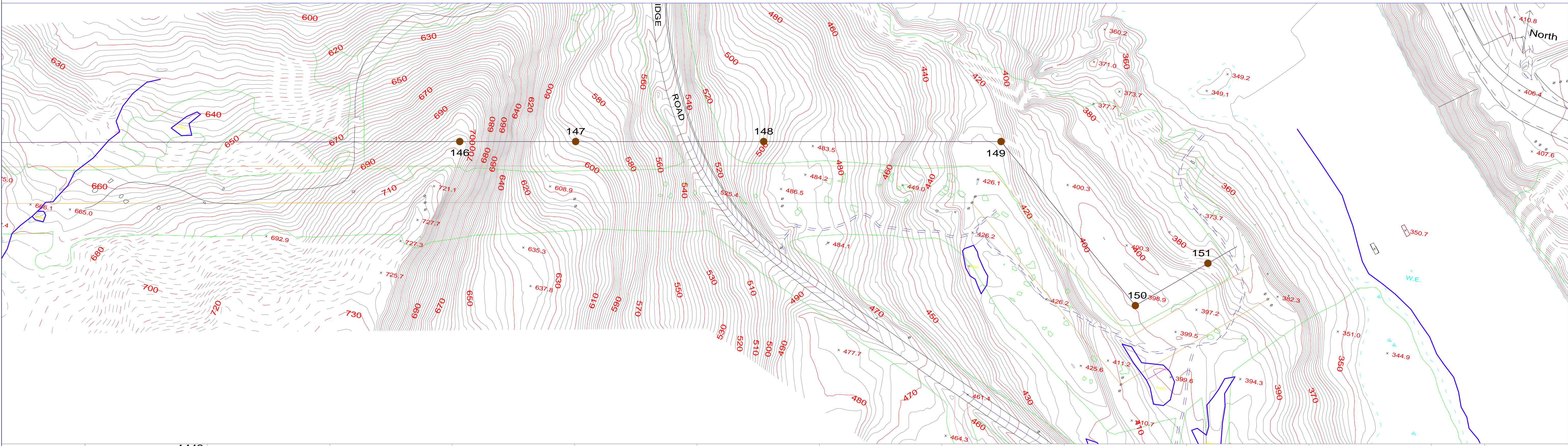
18 MEADOW ROAD
P.O. Box 722
AUGUSTA, ME 04332
207.621.1077

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ENGINEERING

Phase
PERMIT

Sheet Number
T-33

NOT FOR CONSTRUCTION



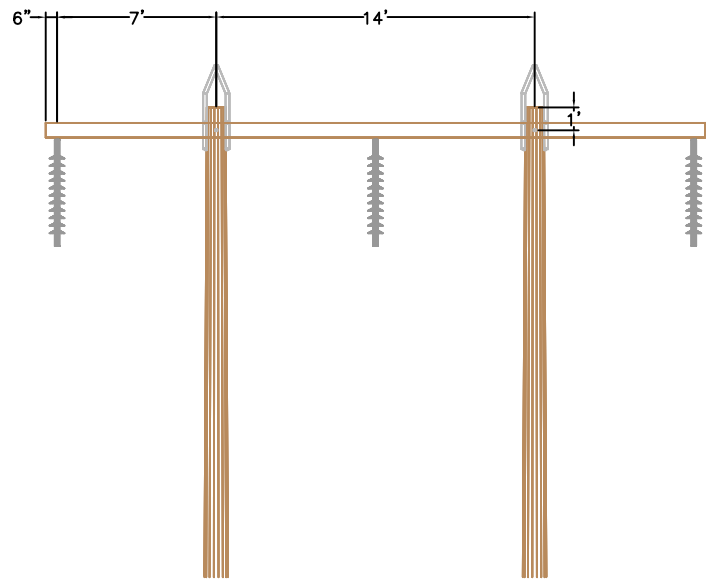
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Drawn By	ARH
Checked By	NSH
Approved By	NSH
Scale	1:100H 1:20V
Date	11/30/2009
Designed By	ARH

HIGHLAND WIND
HIGHLAND WIND, LLC
 Project Location: HIGHLAND PLANTATION, ME
 Drawing Description: 115KV TRANSMISSION LINE

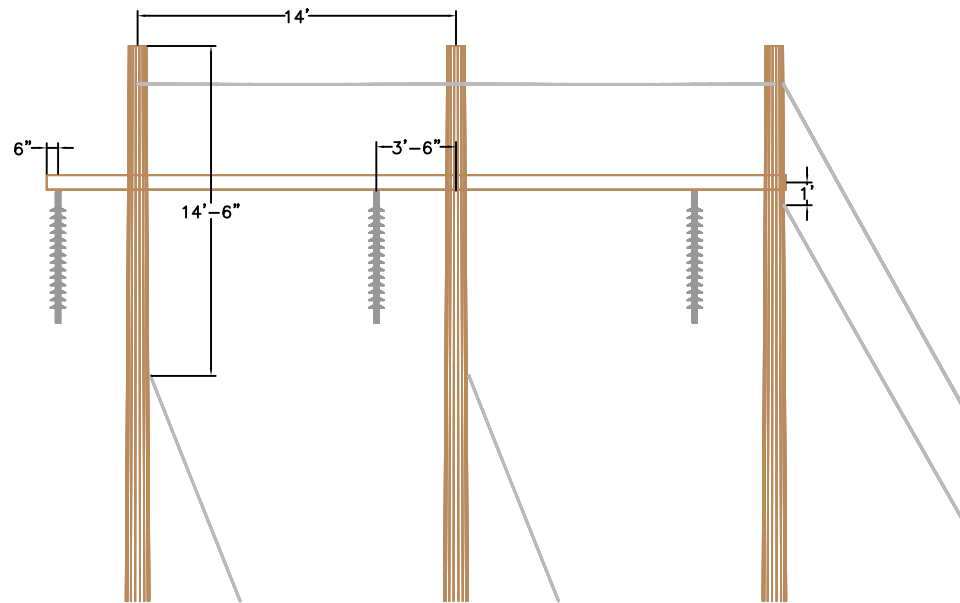
Project Number: **14001**
 Engineer: **RLC ENGINEERING**
 18 MEADOW ROAD
 P.O. Box 722
 AUGUSTA, ME 04332
 207.621.1077

Phase: **PERMIT**
 Sheet Number: **T-34**

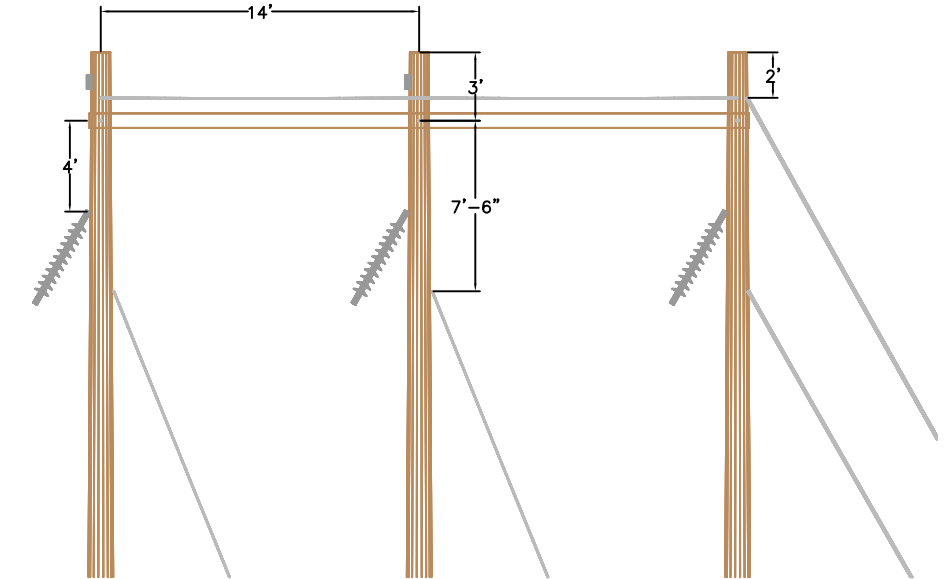
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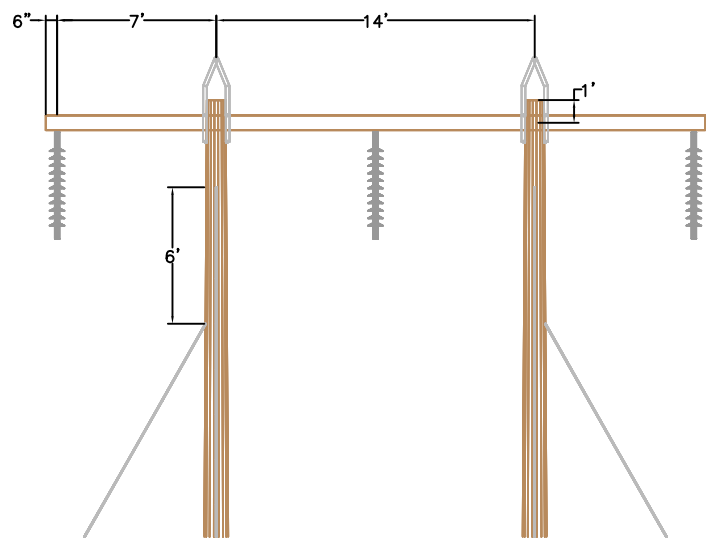
TANGENT STRUCTURE



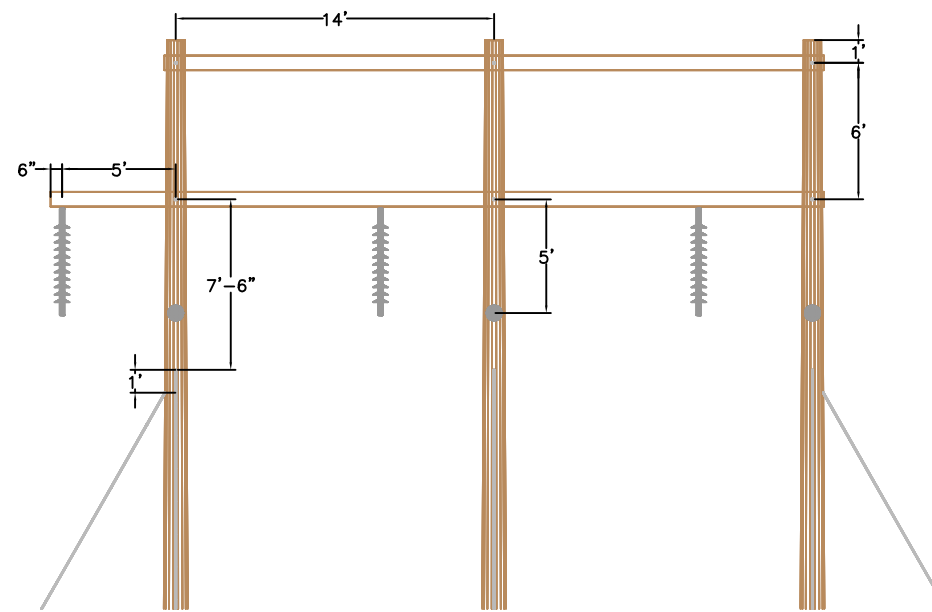
ANGLE STRUCTURE
0 - 12°



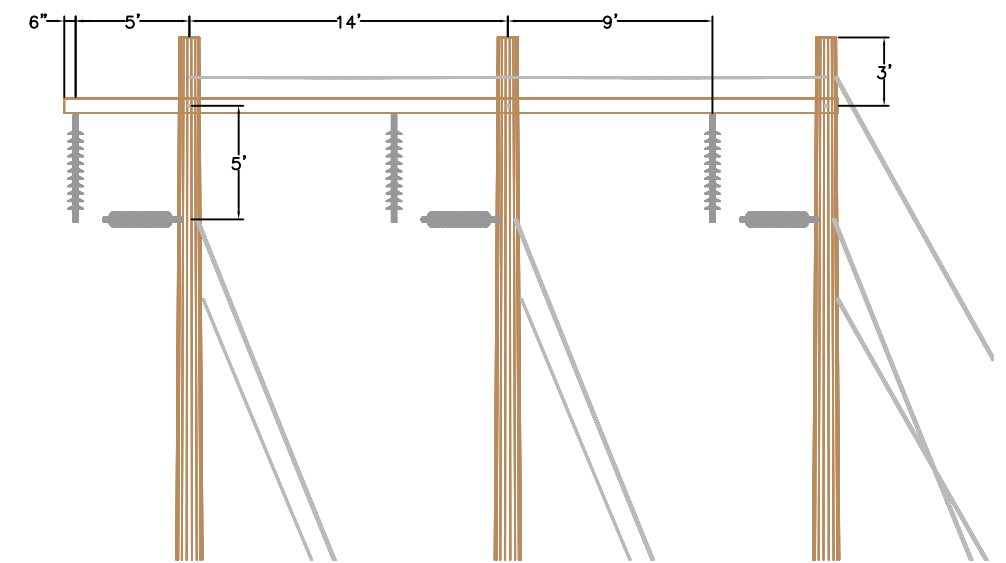
ANGLE STRUCTURE
12 - 40°



DOUBLE X-ARM
TANGENT STRUCTURE



LONG SPAN
DEAD END STRUCTURE



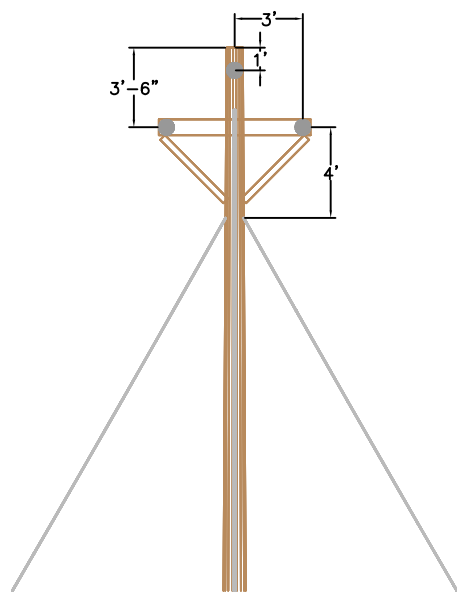
DEAD END
ANGLE STRUCTURE

NO.	REVISION/ISSUE	DATE
1	NOT FOR CONSTRUCTION	12/8/09

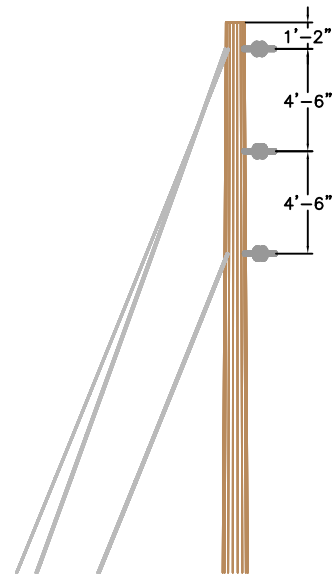
RLC
ENGINEERING
18 Meadow Road
P.O. Box 722
Augusta, ME 04332
Phone 207-621-1077

HIGHLAND WIND PROJECT
HIGHLAND WIND, LLC
HIGHLAND PLANTATION, MAINE
TYPICAL 115KV H-FRAME STRUCTURES
SHEET 1 OF 3

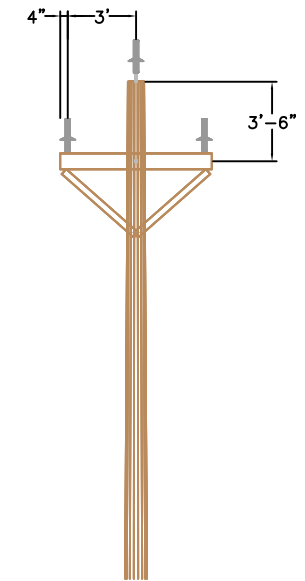
PROJECT #:
14001
ENGIN'D BY:
ARH
DRAWN BY:
NRM
DATE:
11-11-09



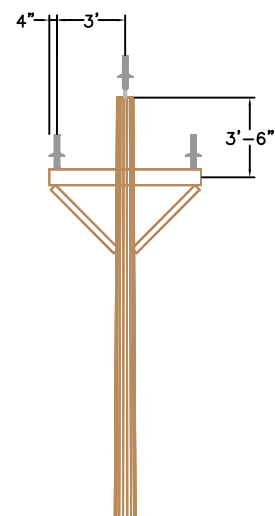
DEAD END
TANGENT STRUCTURE



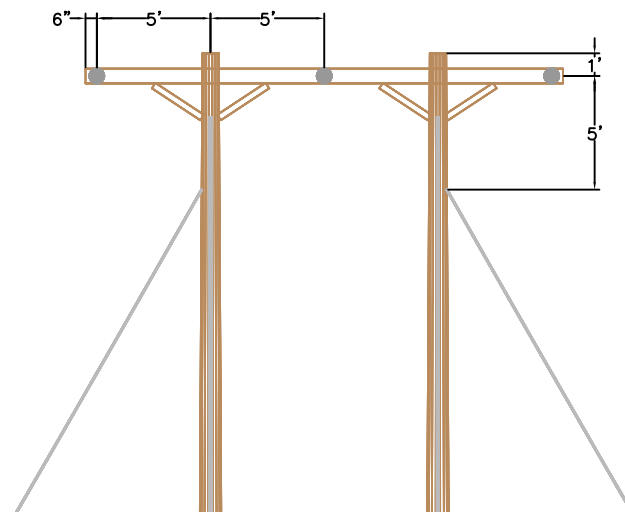
DEAD END
ANGLE STRUCTURE



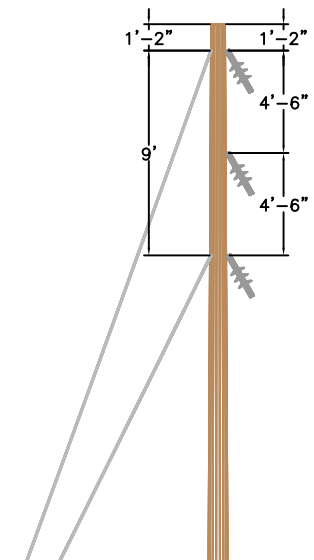
SINGLE X-ARM
TANGENT STRUCTURE



DOUBLE X-ARM
TANGENT STRUCTURE



H-FRAME
DEAD END STRUCTURE



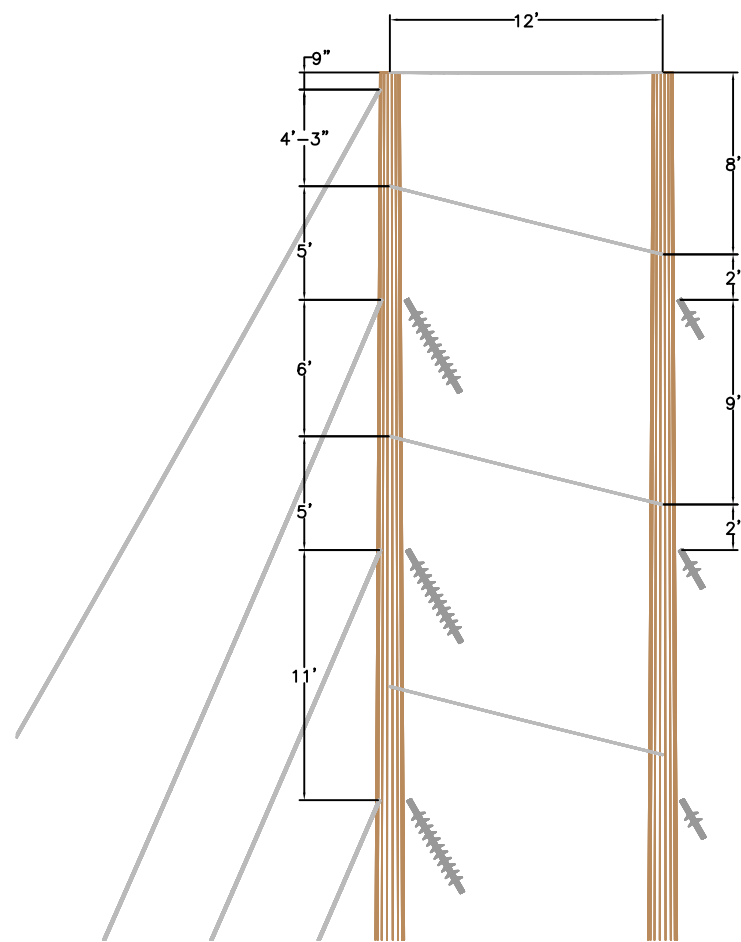
ANGLE STRUCTURE
0 - 12°

NO.	REVISION/ISSUE	DATE
1	NOT FOR CONSTRUCTION	12/8/09

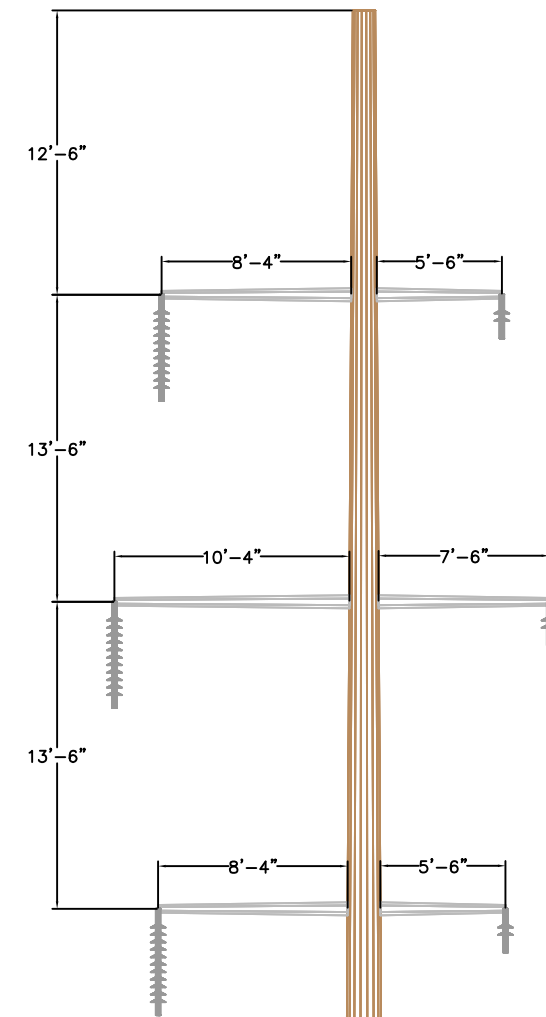
RLC
ENGINEERING
18 Meadow Road
P.O. Box 722
Augusta, ME 04332
Phone 207-621-1077

HIGHLAND WIND PROJECT
HIGHLAND WIND, LLC
HIGHLAND PLANTATION, MAINE
TYPICAL 34.5KV STRUCTURES
SHEET 2 OF 3

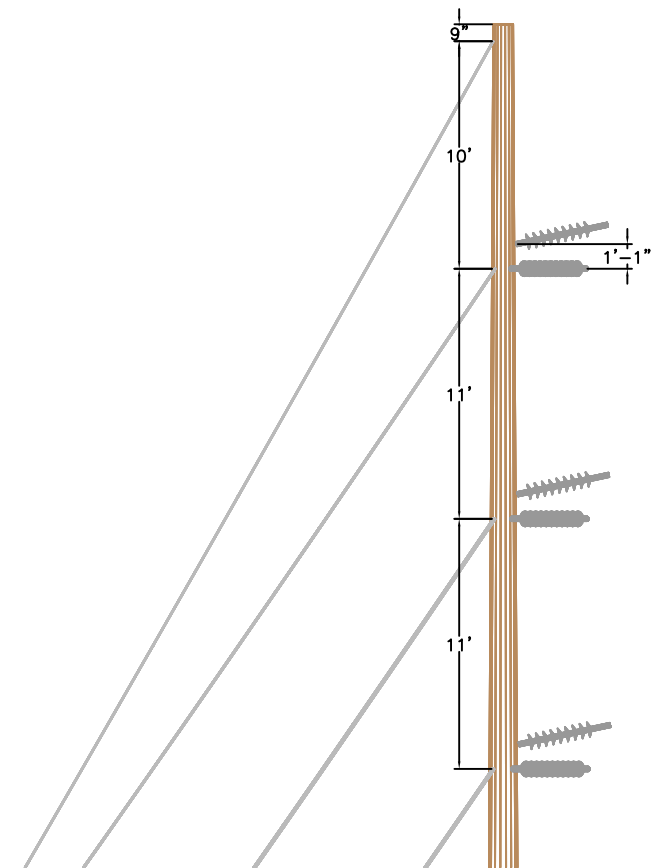
PROJECT #:
14001
ENGIN'D BY:
ARH
DRAWN BY:
NRM
DATE:
11-11-09



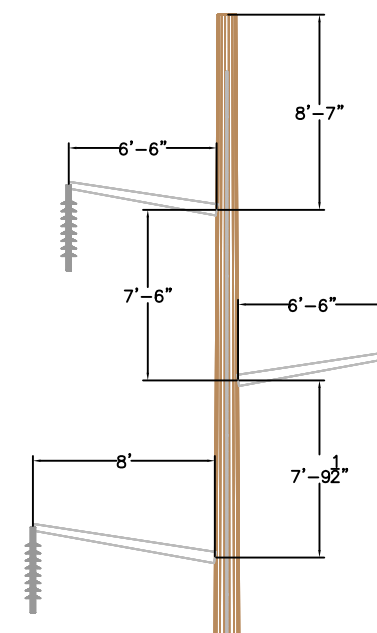
DOUBLE CIRCUIT
ANGLE STRUCTURE



DOUBLE CIRCUIT
TANGENT STRUCTURE



SINGLE POLE DEAD END
ANGLE STRUCTURE



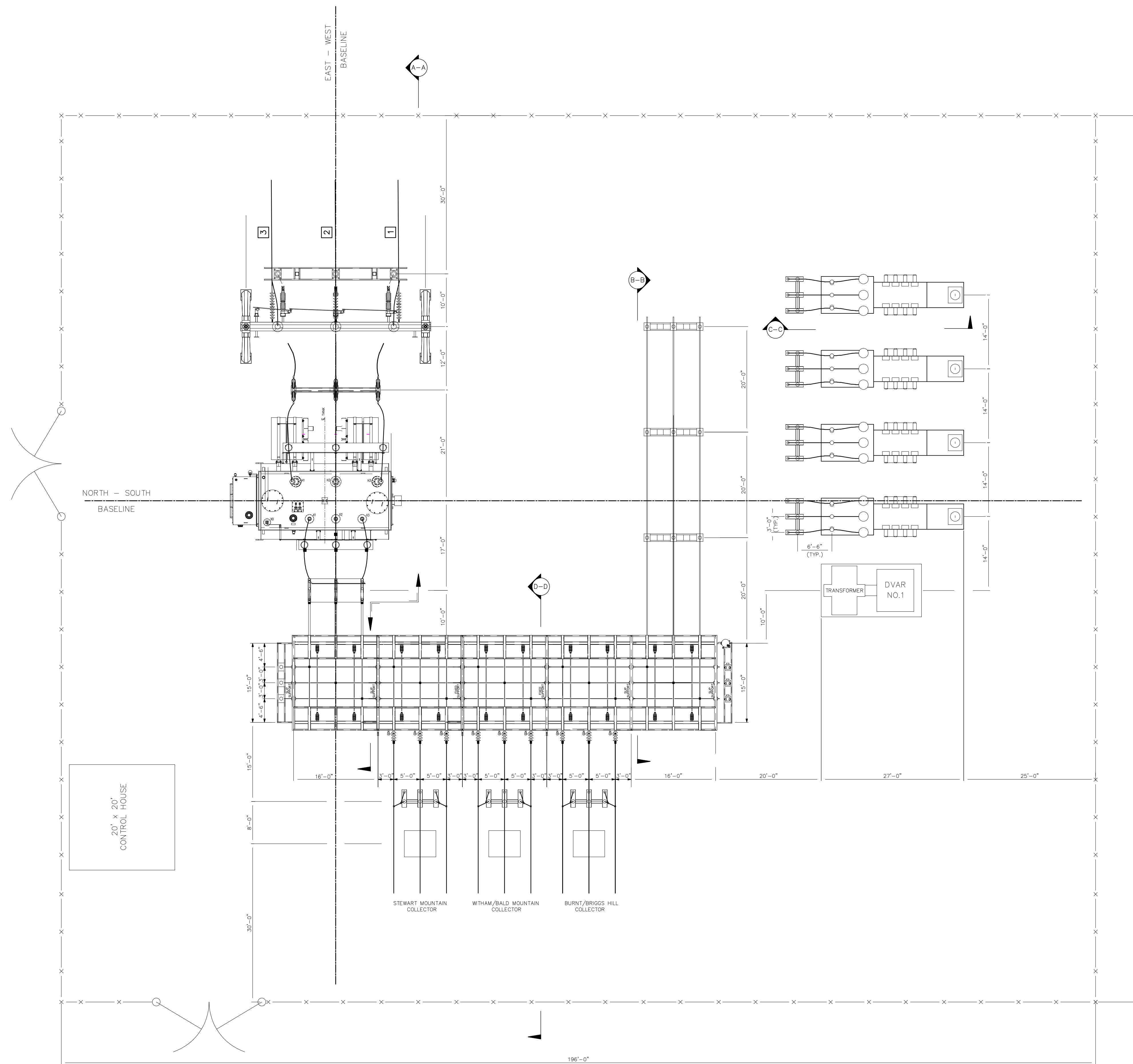
SINGLE POLE
TANGENT STRUCTURE

NO.	REVISION/ISSUE	DATE
1	NOT FOR CONSTRUCTION	12/8/09

RLC
ENGINEERING
18 Meadow Road
P.O. Box 722
Augusta, ME 04332
Phone 207-621-1077

HIGHLAND WIND PROJECT
HIGHLAND WIND, LLC
HIGHLAND PLANTATION, MAINE
**DOUBLE CIRCUIT AND
SINGLE POLE 115KV STRUCTURES**
SHEET 3 OF 3

PROJECT #:	14001
ENGIN'D BY:	ARH
DRAWN BY:	NRM
DATE:	11-11-09



HIGHLAND WIND COLLECTOR SUBSTATION PLAN VIEW

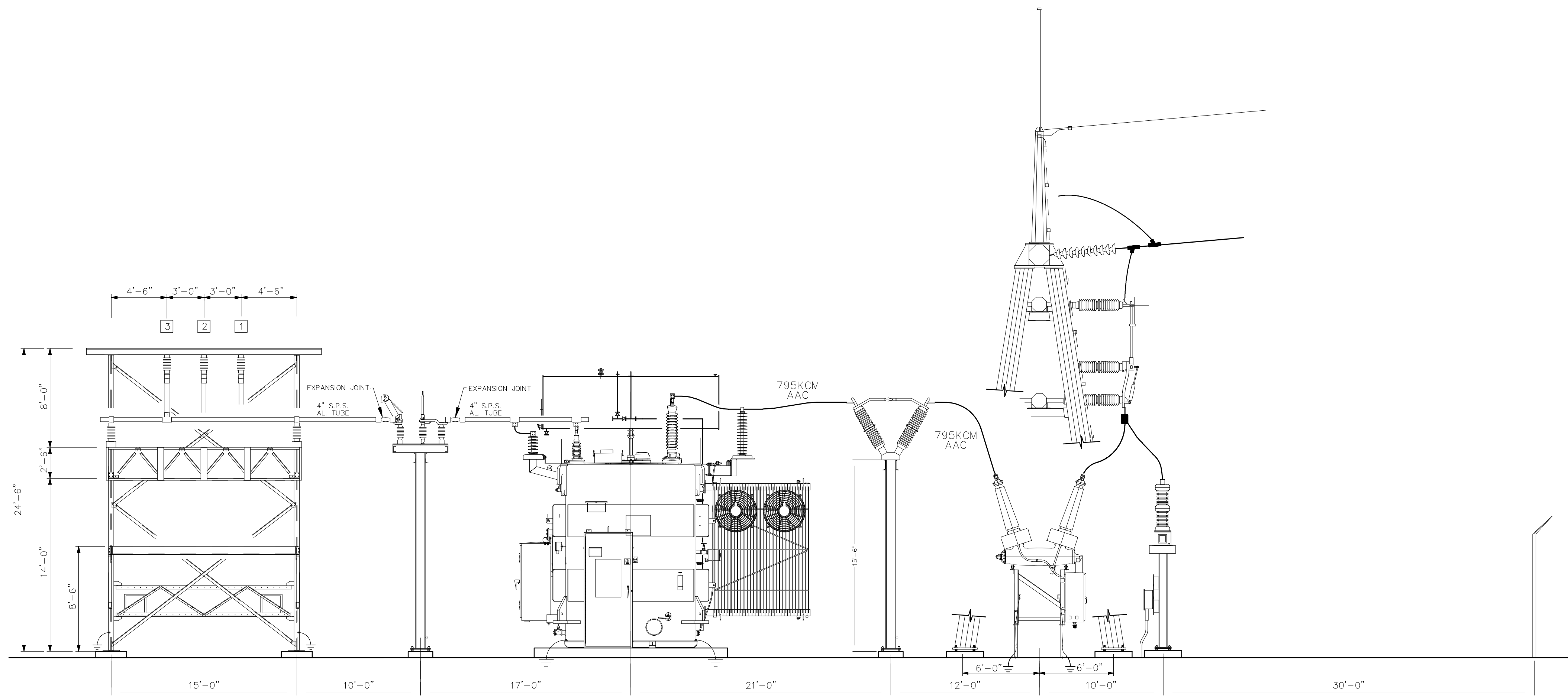
FOR APPROVAL

NO.	REVISION/ISSUE	DATE
A	ISSUED FOR REVIEW AND APPROVAL	7/9/09

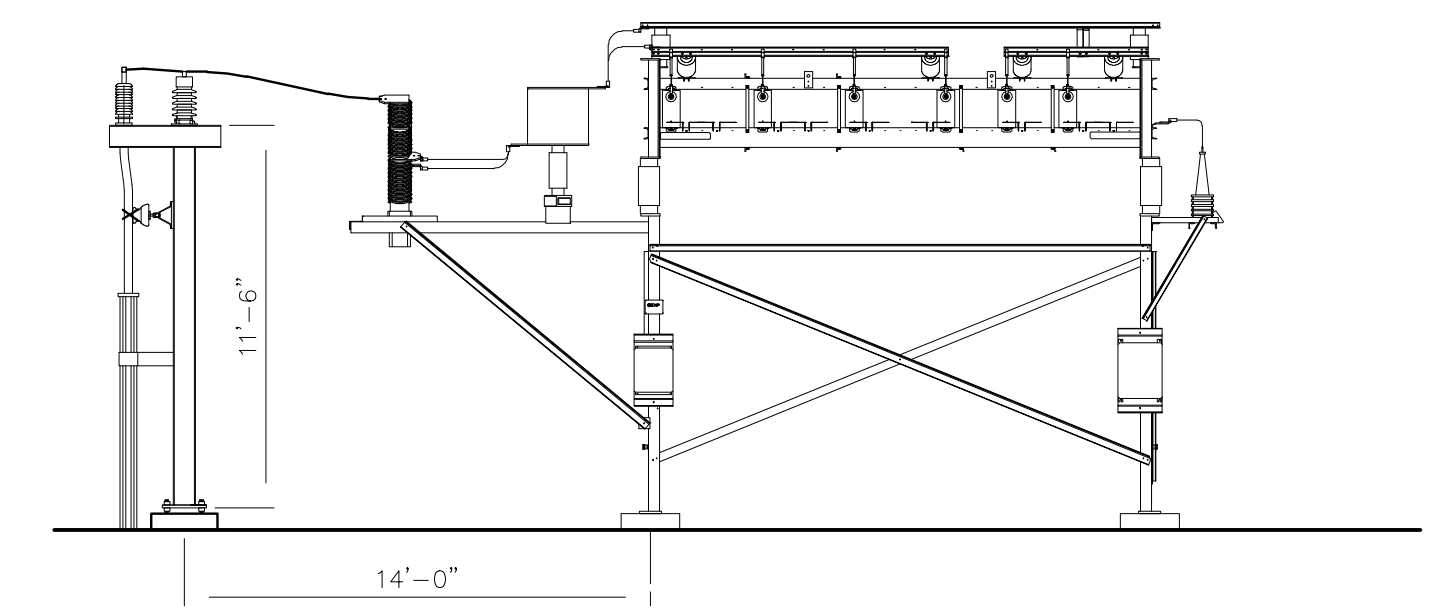


HIGHLAND WIND PROJECT
HIGHLAND PLANTATION, MAINE
COLLECTOR SUBSTATION GENERAL
ARRANGEMENT PLAN
SHEET 2 OF 2

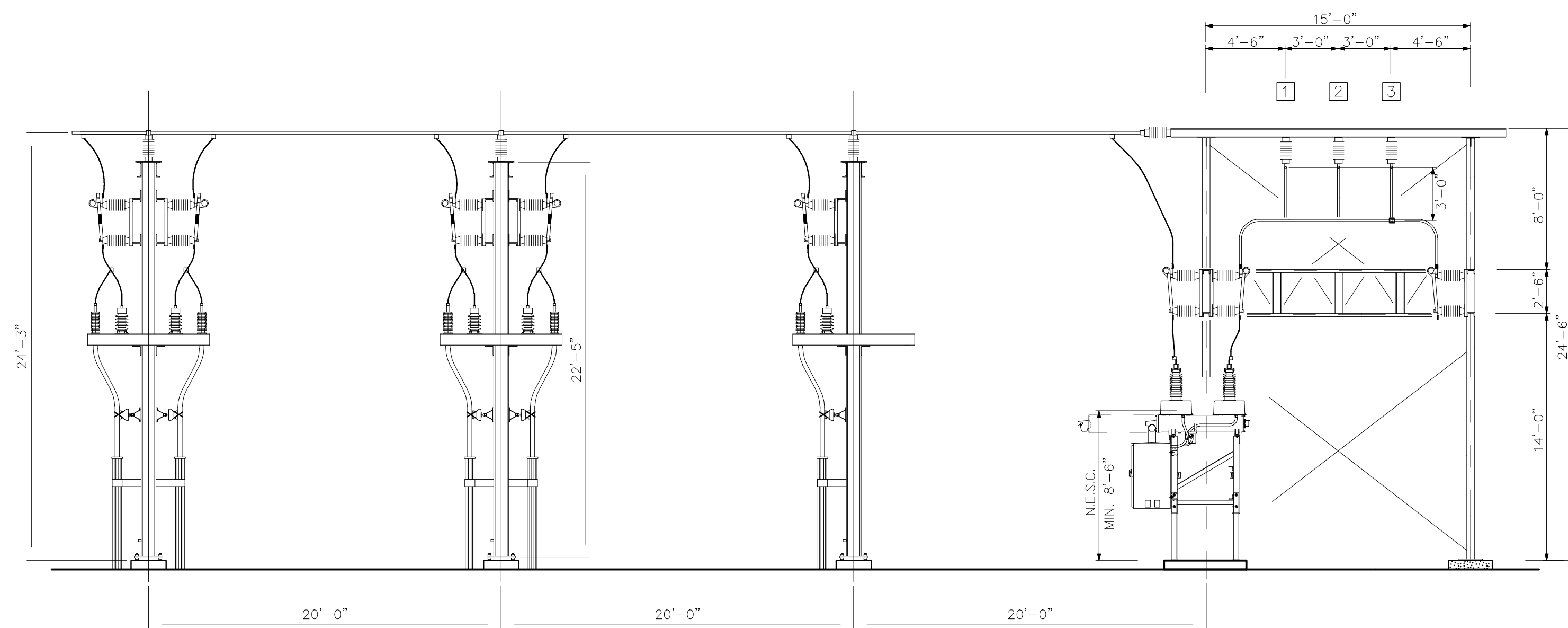
DRAWING #:	24002-SH.1
ENGINE'D BY:	DPE
DRAWN BY:	NRM
DATE:	7-8-09



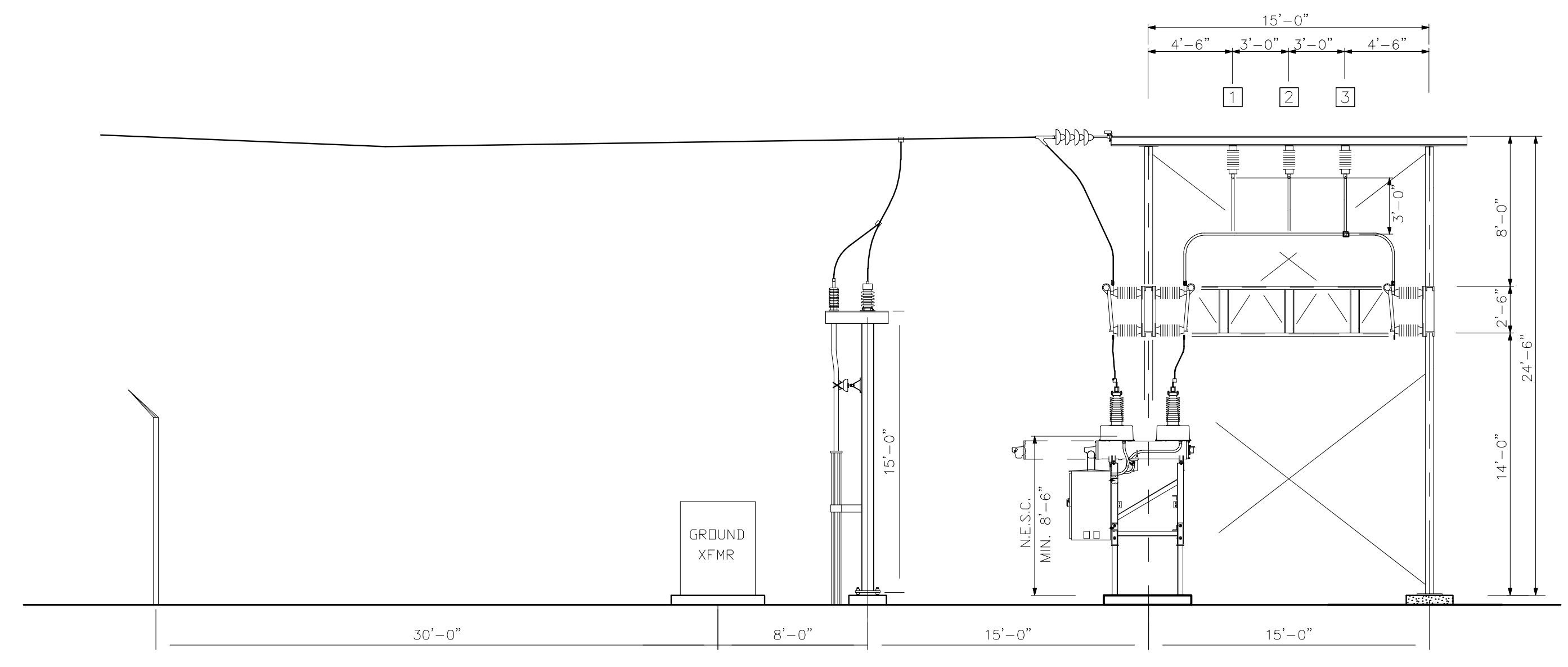
SECTION A-A



ELEVATION C-C



SECTION B-B



SECTION D-D

FOR APPROVAL

NO.	REVISION/ISSUE	DATE
A	ISSUED FOR REVIEW AND APPROVAL	7/9/09

RLC
ENGINEERING
18 Meadow Road
P.O. Box 722
Augusta, ME 04332
Phone 207-621-1077

HIGHLAND WIND PROJECT
HIGHLAND PLANTATION, MAINE
COLLECTOR SUBSTATION SECTION AND
ELEVATION VIEWS
SHEET 1 OF 2

DRAWING #:
24002-SH.1
ENGIN'D BY:
DPE
DRAWN BY:
NRM
DATE:
7-8-09

Section 2
Project Cost and Financial Capacity

2.0 PROJECT COST AND FINANCIAL CAPACITY

2.1 Project Cost

The total project cost is expected to be approximately \$273 million, as outlined below:

Project Element	Estimated Costs (\$ million)
Turbines	\$170
Collector System and Generator Lead	\$ 26
Turbine Foundations and Erection	\$ 17
Roads	\$ 26
Development	\$ 5
All other costs	\$ 29
Total	\$273

2.2 Good Standing

Highland Wind LLC is the project applicant and holds title, right, or interest in the project area. Highland Wind LLC is a Delaware-organized company in good standing in the State of Maine, as evidenced by the database summary shown in Appendix 2-1.

2.3 Financial Capability

The Highland Wind Project is being developed by the same ownership team that has successfully licensed the Record Hill Wind project in Roxbury. The Record Hill Wind project is currently under construction. The 50.6-megawatt Record Hill Wind project demonstrated the ownership team's ability to obtain financing for large wind projects.

As with Record Hill, the developer expects to seek and obtain project financing for the Highland Wind project. Project financing is a common mechanism for financing of large infrastructure projects, and has been utilized on most of the large wind projects constructed in Maine. Enclosed as Appendix 2-2 is a letter from CoBank, ACB demonstrating that the Highland Wind project will be able to attract project financing.

CoBank, based in Denver, Colorado, is a \$60 billion cooperative bank that is part of the \$208 billion Farm Credit system. The Farm Credit system was founded over 90 years ago to help fund businesses in rural America. The Farm Credit system plays a vital role in funding rural agricultural, energy, communication, and water companies. Wagner Forest Management, Ltd., a partial owner of Highland Wind LLC, has been doing business with the Farm Credit system for over 30 years. For more on CoBank go to <http://cobank.com>.

The project does not currently have financeable contracts for power. In general, such contracts are not available until later in the project's development cycle. For example, other recent independently developed projects in Maine such as Stetson (First Wind developer) did not have final power purchase agreements in place until after permitting was complete. Indeed, in the case of Stetson, public information indicates that final power purchase agreements were not in place until after the project was under construction. Based off conversations with entities capable of purchasing the large amount of energy to be generated by the project, such contracts are not generally available at commercially reasonable terms prior to receiving a permit for construction – a site permit is generally a prerequisite indicator that the project has all authority necessary to commence construction.

That being said, the applicant will certainly utilize a sales mechanism which provides cash flows adequate to service any debt the project obtains. Financing institutions such as banks are notoriously rigorous in their due diligence efforts for project financing, and there is no reason not to expect such scrutiny for this

project. We anticipate that any institution providing project financing would evaluate very carefully the ability of the applicant to repay any loans based on expected project cash flows.

An additional source of financing will be stimulus funds allocated under the American Recovery and Reinvestment Act of 2009 (ARRA). One of the primary stimulus benefits under the American Recovery and Reinvestment Act of 2009 was an Investment Tax Credit equivalent to 30% of the project's total costs. Because not all costs of the project will be eligible for these incentives, we expect approximately to receive Federal incentives equivalent to approximately 25% (or 70 million) of total project costs. These funds are granted to qualifying renewable energy projects that begin construction by the end of 2010.

Due to intricacies within corporate tax law, the ARRA incentives are considered by many to be superior to other Federal renewable energy incentives (such as the Production Tax Credit). However, we note that the Production Tax Credit is of substantially similar monetary value to the project as ARRA benefits and have been authorized through the end of 2012. Thus while the project hopes to be able to start construction in time to qualify for ARRA benefits, these funds are not absolutely essential to the overall success of the project.

Timely permitting of this project will allow the project to bring federal funds to Maine and Somerset County. The Applicant has retained legal counsel experienced with the nuances of the ARRA and is prepared to commence construction in a manner consistent with meeting all requirements of the ARRA. It may be useful to note that funds authorized by the ARRA are not awarded competitively. Funds are awarded within 60 days of application to any applicant who meets the program's requirements.

Appendix 2-1



MAINE

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

[Corporate Name Search](#)

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Wed Oct 14 2009 10:05:46. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
HIGHLAND WIND LLC	20080475FC	LIMITED LIABILITY COMPANY (FOREIGN)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
02/11/2008	N/A	DELAWARE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

GERALD T. POULIN
C/O WAGNER FOREST MANAGEMENT LTD.
80 EXCHANGE STREET - 5TH FLOOR
BANGOR, ME 04401

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Appendix 2-2



November 25, 2009

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

RE: Highland Wind LLC Project

To Whom It May Concern:

CoBank, ACB ("CoBank") is writing this letter in support of Highland Wind LLC's proposed wind project to be located in Highland Plantation, Maine (the "Project").

We also understand that Highland Wind LLC intends to raise non-recourse debt financing for the Project. CoBank, as a provider of construction and term debt financing for wind energy projects, hereby confirms that it intends to provide financing for the Project subject to certain conditions including, among other things, financeable contracts for power. In order to be financeable, the off-takers must be creditworthy and purchase electricity to provide cash flows over the contracted period sufficient to amortize all of the debt.

CoBank has been a leader in energy and power finance for many years, having arranged and provided financing for numerous power related projects in the United States. In the last two years, CoBank has either led or participated in several wind financings. CoBank is a member of the Farm Credit System, a Government Sponsored Enterprise, which has over \$208 billion in assets. CoBank individually has over \$45 billion in assets and carries a credit rating of AA – by S&P and Fitch.

In addition, CoBank has had an excellent working relationship with Wagner Forest Management who oversees the property being developed by Highland Wind LLC. Based upon several discussions, CoBank believes that Highland Wind LLC has the ability to develop, construct, own and operate the Project.

This letter is not meant to be, nor shall it be construed as, a binding commitment to provide financing. Any commitment by CoBank to provide financing is subject to satisfactory due diligence (including the receipt of such information as may be deemed necessary, as well as review of all documentation) and obtaining credit approval from CoBank's credit committees. Please feel free to contact us if you have any questions in connection with the above.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Challenger", written over a light blue horizontal line.

Brett A. Challenger
Managing Director – Division Manager
Energy Services Group
CoBank, ACB

Section 3
Technical Capacity

3.0 TECHNICAL CAPACITY

The project team for development of the Highland Wind Project is nearly identical to the Record Hill Wind project team and has significant experience in project design and wind project development.

The project team consists of Independence Wind LLC; Wagner Forest Management Ltd.; Stantec Consulting (natural resource assessments, permitting); James W. Sewall Company (civil engineering); RLC Engineering, Inc. (electrical engineering design); Terrence J. DeWan and Associates, (visual impact analysis); Resource Systems Group (sound assessment); TRC/Northeast Cultural Resources (prehistoric archaeological resources), Independent Archeological Consulting (historic archaeological resources), Public Archeology Lab (historic architectural resources); and Albert Frick Associates, Inc. (soils). Each consultant was chosen because of their expertise and experience in their respective disciplines. Resumes of the key personnel are attached.

ROBERT H. GARDINER

PROFESSIONAL POSITIONS:

2007 - present	President, Independence Wind LLC
2004-07	Vice President and Maine Advocacy Center Director, Conservation Law Foundation, Brunswick, Maine
1992 - 2002	President, Maine Public Broadcasting Corporation
1988-92	President & General Manager, WCBB-TV Lewiston, Maine
1983-87	Director, Maine Bureau of Public Lands (State Government Agency)
1978-83	Executive Director, Natural Resources Council of Maine
1971-78	Production Manager & Producer/Director WCBB-TV
1968-70	Lt. (JG) in U.S. Navy

OTHER ACTIVITIES:

Current:

Director, Baskahegan Company
Trustee, Dresden Church Fund
Member and past Chairman, National Wildlife Federation's President's Council
Member, Savings Bank of Maine Advisory Board
Trustee, Forest Society of Maine
Trustee, John Merck Fund
Member, Trust for Public Lands Maine Advisory Board

Past:

Vice Chair, PBS Board of Directors
Chairman, PBS Membership Committee
Chairman, Subcommittee on Enhanced Underwriting Research
Chairman, PBS Governance Committee
Chairman, National Wildlife Federation
Vice-Chair, Organization of State Broadcasting Executives
Director, Central Maine Power Company
Trustee, Conservation Law Foundation
Trustee, American Program Service
Member, Maine Economic Growth Council
Trustee, National Wildlife Federation Endowment
Member, Maine Coalition for Excellence in Education
Member, Maine Humanities Council

Trustee, College of the Atlantic (Bar Harbor)
Trustee, Portland Museum of Art
Trustee, Wolfe's Neck Farm Foundation
Member, Governor's Commission on Scientific Literacy
Baxter State Park Advisory Committee
Maine Forest Products Council
Cooperative Forestry Research Unit (UMO) - Advisory Committee
Maine Audubon Society Board of Trustees
Moderator, New Gloucester Town Meeting
New Gloucester Conservation Commission
Governor's Commission to Evaluate the Department of
Environmental Protection
Co-Chair, New England Earth Day 1990

DEGREES:

Harvard University, BA 1966
University of New England, Honorary Doctor of Humane Letters, 1993

AWARDS:

Maine Broadcaster of the Year, 2002
Virginia Ball Volunteer Leadership Award, National Wildlife Federation, 1999
Special Leadership Award, PBS Board of Directors, 1997
Twenty-first Century Award, America's Public Television Stations, 1992
Media Advocate of the Year, U.S. Small Business Administration, 1990
President's Award, The Nature Conservancy, 1987
Special Merit Award, Environmental Protection Agency Region I, 1982
Affiliate of the Year, National Wildlife Federation, 1982
Special Award, The Wildlife Society, 1977

PERSONAL:

Married to Anne McIlhenny

Children: Marsh (36), Avery (33), Kate (30), Elizabeth (20)

Address: 110 Foreside Road
Cumberland Foreside, Maine 04110
(Home) (207) 781-8741
e-mail address: roberthgardiner@gmail.com

Angus S. King, Jr.
15 Potter Street
Brunswick, Maine 04011

- Born:** Alexandria, Virginia, March 31, 1944
- Education:** BA, Dartmouth College 1966;
LL.B. University of Virginia Law School, 1969
- Personal:** Married to Mary J. Herman; five children--Angus III (born 1970),
Duncan (born 1973), James (born 1975), Benjamin (born 1990),
and Molly (born 1993).
- Employment:** 1969-1972, Staff Attorney, Pine Tree Legal
Assistance, Skowhegan, Maine;
- 1972-1975, Legislative Assistant, Chief Counsel, United States
Senator William D. Hathaway. Responsibilities included
legislation involving labor matters, education, transportation,
and communications;
- 1975-1983, Private practice of Law with the firm of
Smith, Loyd, and King, Brunswick, Maine;
- 1983-1989, Vice President and Chief Counsel, Swift River-
Hafslund Company, Boston, Massachusetts and Portland, Maine.
The company developed alternative energy (hydro and biomass)
projects in New England, ranging in size from 1 to 15 MW;
responsibilities included permitting, equipment contracting and
purchase, project finance, and general business activities;
- 1989-1994, Founder, Owner, and President, Northeast Energy
Management, Inc. The company developed, installed, and operated
large-scale electrical energy conservation projects at commercial
and industrial facilities throughout south-central Maine. Upon
completion, the projects saved the company's customers 48 million
kwh per year (enough power to supply 8,000 homes).
Responsibilities included initial conception of the business model,
contracting, project finance, and overall supervision of staff and
subcontractors.
- 1976-1993, host and co-producer of public affairs programming on

Maine PBS stations (part-time). Hosted weekly McNeil-Lehrer type program from 1980 to 1993 as well as various public issue discussions, candidate debates, and special productions, including interviews with Ed Muskie, George Mitchell, Malcolm Forbes, Margaret Chase Smith, William F. Buckley, David Broder, and others.

1995-2003, Governor, State of Maine. Elected as an independent in 1994 in first run for public office; re-elected in 1998 by one of the largest margins in Maine history. Policy focus during term included economic development and job creation, education, mental health services, corrections, land conservation and environmental protection, and improvements in service delivery by state government. Responsible for \$2.5 billion budget and 13,000 employees.

Accomplishments included a major rebuild of the state's mental health and corrections systems, including both program and infrastructure; improvements in the state's service capability, especially including on-line services; a substantial increase in the state's commitment to research and development; the largest increase of lands in conservation in the state's history; and the nationally recognized program to provide a laptop computer to every seventh and eighth grade student in the state, regardless of location or family income, aimed at making Maine's students the most computer literate in the world.

Current Employment:

Distinguished Lecturer, Bowdoin College, Brunswick, Maine;
Of Counsel, Bernstein, Shur, Shur, Sawyer and Nelson,
Portland, Maine;
Associate, Leaders LLC, Portland, Maine
Fall 2004, Visiting Fellow, Institute of Politics, John F.
Kennedy School of Government, Harvard University
Commentator, NOW with David Brancaccio (PBS-TV)
Principal, Independence Wind, LLC (energy development)

Boards:

W.P. Stewart & Co., Inc., Investment advisors;
Hancock Lumber/Hancock Land Companies, Casco, Maine;
Lee Auto Group, Westbrook, Maine;
Maine Chapter, The Nature Conservancy
Chair, Maine Learning Technology Foundation
Vice Chair, Federal Commission on the Future of Medicaid

Michael Novello

Wagner Forest Management, Ltd.

Education

Rensselaer Polytechnic Institute

- **Lally School of Management and Technology**
- Master of Business Administration
- Customized study to focus on Renewable Energy Systems Management and Policy
- Relevant courses: Managing Energy Issues, Solar Energy Engineering, Electricity Systems in Developing Countries, Managing Environmental Disputes, Managing Technical Projects, Competitive Advantage (Strategy)

Dartmouth College

- Bachelor of Arts
- **Biology Major** with High Honors

Experience

Wagner Forest Management, Ltd.

- Renewable Energy Analyst

GE Energy – Clean Coal & IGCC

- Financial Analyst – Sales and Margin

GE Energy – Solar Technologies

- Financial Analyst – Operations

AstroPower

- Financial Analyst

Lighting Research Center

- Energy Policy Intern

Education **M.Eng. Cornell University, College of Engineering** **Aug 2006**
Electrical and Computer Engineering, Power Systems Focus
Design Project: “A Study of Emissions and Cost Minimization for the New York State Power System”

B.S. Cornell University, College of Engineering & College of Ag. and Life Sciences **May 2004**
Biological and Environmental Engineering, Environmental Option

Experience **President** **July 2008 – present**
Boreas Renewables, LLC
Founded Boreas Renewables, LLC to perform renewable energy project development consulting. Core competencies include technical project management of utility scale wind project development and managing interconnection and Forward Capacity Market participation in the New England market.

Senior Project Developer **May 2008 – July 2008**
Project Developer **July 2006 – April 2008**
Tamarack Energy, Inc.

Sole electrical engineer in startup renewable energy project development company focused on utility scale wind and biomass energy. Technical project manager on development of a 50MW and a 150MW wind energy project in the Northeast. Additionally managed interconnection of all company projects with electrical grid and interfaced with energy, capacity, and REC markets.

Independent Consultant **Aug - Dec 2005**
Performed wind resource analysis and wind farm energy production estimates for Massachusetts Technology Collaborative-sponsored community wind program feasibility studies. Located existing data sets, performed data analysis, wrote summary reports for clients.

Electrical/Mechanical Designer **Jan - Jul 2005**
Northern Power Systems, Waitsfield, VT - Distributed generation project engineering group
Projects included electrical design of 400kW photovoltaic system, feasibility studies and data analysis for 100kW-5MW wind projects, and mechanical drafting and plant layout for 1.5MW natural gas CHP project. Performed AutoCAD drafting, NFPA 90 code research, component selection and sizing, and plant layout.

Graduate Intern **Jun - Dec 2004**
National Wind Technology Center, National Renewable Energy Laboratory, Golden, CO
Worked primarily with systems integration group. Analysis of time-of day and seasonal load following requirements imposed by integration of intermittent wind power onto power grid based on historical wind and load data. Modeling of distributed wind systems using VisSim. Paper published.

Project Assistant **2003 - 2004**
Cornell Utilities Department, Ithaca, NY - Cornell wind project
Initiated 10MW Cornell wind farm effort. Did preliminary research, made initial proposal to University administration. Cornell Utilities Department took on project, hired me to assist project manager, but later put project on hold due to community opposition.

Publications Krich, Abigail. “Wind Energy’s Role in the New England Forward Capacity Market.” Poster presentation at American Wind Energy Association’s WindPower 2008 conference.

Krich, Abigail. “Self Powered Solar Data Logger.” Circuit Cellar Magazine. January 2007, Issue 198. pp 12 – 19. (Cover story. Available at www.circuitcellar.com/library/print/0107/Krich198/Krich-198.pdf)

Krich, A., Milligan, M. “Impact of Wind Energy on Hourly Load Following Requirements: An Hourly and Seasonal Analysis.” 2005 Preprint. 20 pp. NREL Report No. CP-500-38061. (Presented at American Wind Energy Association’s WindPower 2005. <http://www.nrel.gov/docs/fy05osti/38061.pdf>)

“Operating Experience with Several Energy Efficient Lab Systems” by D Randall Lacey, PE, and Abigail Krich, Cornell University. (Presented at 2002 EPA Labs for the 21st Century conference in Durham, NC. Available at www.labs21century.gov/conf/past/2002/abstracts/a2_lacey.htm)

Jon Ryan is a Project Manager responsible for providing large-scale project management, regulatory support, and permitting assistance. Mr. Ryan has specific management experience in the development of utility-scale alternative energy projects, major retail commercial facility projects, and regional transportation facility improvement projects. Mr. Ryan offers the unique ability to combine accomplished project management skills with established regulatory expertise. He has extensive experience composing and reviewing federal and state environmental permitting documents for projects of all sizes and is well versed in relating ecological principles to rules and regulations. Mr. Ryan has significant experience providing environmental compliance advice to commercial and industrial entities.

Prior to joining Stantec, Mr. Ryan was associated with Pierce Atwood, LLP, a Portland, Maine, based law firm. At Pierce Atwood, his practice focused on permitting, counseling, and enforcement issues involving land use, water law, and forest products industry regulation. Mr. Ryan is adept at complex project management. He has demonstrated the ability to successfully manage and oversee staff and subcontractors from a wide range of technical and scientific disciplines.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Project Manager.
- Woodlot Alternatives, Inc. 2007. Project Manager.
- Pierce Atwood, LLP. 2002-2006. Associate.

EDUCATION

J.D., Duke University School of Law, Durham, NC, 2002

M.A., Environmental Sciences and Policy, Duke University, Durham, NC, 2002

B.A., Political Science, Colgate University, Hamilton, NY, 1998

PROJECT EXPERIENCE

Airport Planning and Environmental

Hancock County Regional Airport Expansion, Trenton, Maine

Managed state and federal natural resource permitting and mitigation design associated with a major runway expansion project. Work managed included wetland delineations, impact assessments, and mitigation design.

Natural Resource Services

Private Client Gas Pipeline, Central Maine

Manages and oversees natural resource assessments and wetland delineations for a proposed 8-mile gas pipeline project. Provides natural resource constraint evaluation services, strategic planning, and route selection advice.

Stroudwater Place, Westbrook, Maine

Provides overall project management in the development of this proposed \$300 million destination retail development. Work managed includes natural resource assessment as well as preliminary strategy and constraint evaluation.

Juniper Ridge Landfill Expansion, West Old Town, Maine

Provides overall project management for this project to expand Maine's only publicly-owned landfill. Oversight of impact assessments and mitigation options. Responsibility for preparing state and federal natural resource permit applications.

Jonathan T. Ryan

Project Manager, Regulatory Specialist

Regulatory Permitting / Entitlements / Approvals

NPDES Permitting, Bennington, New Hampshire*

Coordinated NPDES permitting for specialty paper manufacturing facility. The facility discharges treated process water into the Contoocook River, a tributary to the Merrimack River. Responsibility included review of monitoring data, review of process revisions, and drafting and submitting the NPDES application.

Dragon Products Company, Thomaston, Maine*

Advised cement manufacturing facility concerning federal and state hazardous and solid waste implications of storing and/or reusing process byproducts. Also assisted in guiding client through a contested proceeding to close and fully reclaim two large stockpiles of waste material from the cement manufacturing process.

Representation of Telecommunications Companies, Plaistow, Epping, and Atkinson, New Hampshire*

Represented telecommunications companies in the towns of Plaistow, Epping, and Atkinson, New Hampshire for the siting of telecommunications facilities, including new telecommunications towers. Work centered on acquiring necessary land use permits and approvals.

Master Planning and Development, Biddeford, Maine*

Represented University of New England in successfully completing master planning and development projects on its Biddeford, Maine campus, including land use permitting for a new marine research facility and new dormitories. Also assisted the University in acquiring financing for these projects.

Regulatory Guidance and Strategic Planning Services, Augusta, Maine*

Provided a full range of regulatory guidance and strategic planning services to this industry organization. Successfully drafted and testified in favor of legislation before Maine State Legislature. Provided long-range planning assistance for development of the Sustainable Forestry Initiative in Maine.

NPDES Permit Support, Groveton, New Hampshire*

Represented New Hampshire-based pulp and paper mill in NPDES permit proceedings and appeal. Successfully appealed EPA enforcement action on facility's NPDES permit to use and discharge Connecticut River and Ammonoosuc River waters. Process went to the EPA's Environmental Appeals Board but was resolved prior to a formal hearing. Ultimately acquired NPDES permit without penalty provisions.

Wind Farm Development

Private Client Wind Project, Western Maine

Provides overall project management and strategic planning services for this proposed 45-megawatt wind energy project. Responsible for managing natural resource inventories, avian and bat surveys, and civil design.

Private Client Wind Project, New Hampshire

Provides oversight for desktop environmental inventory and natural resource constraint evaluation for prospective wind development in New Hampshire.

Granite Reliable Project, Coos County, New Hampshire

Provided NHSEC testimony preparation and strategy development for wildlife biologists for this 66-megawatt wind project in northern New Hampshire.

Private Client Wind Project, Central Maine

Provides overall project management and strategic planning services for this proposed 40-megawatt wind energy project. Responsibility for managing initial natural resource assessments and electrical interconnection feasibility analysis.

Highland Wind Project, Highland Plantation, Maine

Provides overall project management and strategic planning services for this proposed 132-megawatt wind energy project. Provides oversight over extensive natural resource inventories, avian radar surveys, raptor surveys, bat surveys, rare species evaluations, wetland assessments, and associated data analysis.

* denotes projects completed with other firms

Jonathan T. Ryan

Project Manager, Regulatory Specialist

Record Hill Wind Project, Roxbury, Maine

Manages and drives necessary state and federal permitting for the proposed 55-megawatt wind energy project. Specific work includes management of numerous subconsultants, oversight of all civil and electrical design, and primary authorship of necessary permit application materials.

Jonathan T. Ryan

Project Manager, Regulatory Specialist

PUBLICATIONS

Gray, K.F., and J.T. Ryan. Drinking Water Regulation. *In The Law of Environmental Protection, chs. 15.5 & 17.* (Environmental Law Institute, ed.), 2007.

Gray, K.F and J.T. Ryan. The Uniform Environmental Covenants Act. *Maine Bar Journal, at 168.* Available at <http://www.mainebar.org/images/temppdf/MBJsummer06.pdf>, 2006.

Ryan, J.T. New Agendas at the Maine Air, Waste, and Land and Water Bureaus. *New England's Environment, at 40, Oct-Nov, 2004.*

Ryan, J.T. Editor's Note. *Duke Environmental Law & Policy Forum, vol. XI/XII, n. 2/1, Spring/Fall, 2001.*

Ms. Worden is a wildlife biologist and wetlands ecologist who has participated in natural resource investigations throughout the United States. As a field project manager for Stantec, she directs wetland delineations and assessments, coordinates permitting activities, and assists in mitigation design and monitoring. She specializes in providing these services for airport and other transportation projects as well as wind power development sites. She has conducted wetland delineations and vernal pool surveys throughout New England.

Her background also has involved big game, fur-bearer and endangered species research, field surveys in support of risk assessments, and environmental remediation of sites contaminated with petroleum products, lead and PCBs.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Project Manager.
- Woodlot Alternatives, Inc. 1999-2007. Project Manager.
- Coastal Environmental Corporation. 1995-1999. Project Manager and Senior Biologist.
- NH Fish and Game Dept. 1994-1995. Data Compiler.
- ME Dept. of Inland Fisheries & Wildlife. 1993 and 1994. Wildlife Technician.
- University of New Hampshire, Durham. 1990-1992. Research Assistant.

EDUCATION

MS, Wildlife, University of New Hampshire, Durham, NH, 1992

BS, Wildlife Management, University of New Hampshire, Durham, NH, 1989

40-hour HAZWOPER Certified, OSHA, Topsham, Maine, 2009

REGISTRATIONS

Certified Wetland Scientist #00153, State of New Hampshire

PROFESSIONAL ASSOCIATIONS

Recognized Wetland Delineator, New Brunswick Department of Environment

Member, Maine Association of Wetland Scientists

PROJECT EXPERIENCE

Natural Resource Services

Interface Fabrics Finishing, East Douglas, Massachusetts
Project Manager/Scientist. Completed wetland delineations on the approximately 97-acre property associated with the Interface Fabrics Finishing mill and prepared a report presenting the results of the delineation and discussing applicable state, federal and local regulations.

Mount Carberry Landfill, Success, New Hampshire
Project Scientist. Completed wetland delineation and vernal pool surveys for an 81-acre expansion of the existing Mount Carberry Landfill. Prepared natural resource reports based upon delineation and survey efforts and assisted with state and federal permitting.

CMP Power Line Upgrades, Saco, Biddeford and Old Orchard Beach, Maine
Project Scientist. Conducted wetland delineation and vernal pool surveys along 15.2 mile power line corridor for proposed upgrade projects. Prepared ecological characterization report summarizing results of delineation and other natural resource surveys.

* denotes projects completed with other firms

Karol A. Worden

Wetland Scientist

Record Hill Wind Farm, Roxbury, Maine

Project Scientist. Conducted QA/QC of natural resource reports and map products included in state and federal environmental permits for a proposed 22-turbine wind project in western Maine. Provided permitting support including preparing responses to agency comments.

Highland Wind, Maine

Project Scientist. Conducted wetland delineations and natural resource surveys within 1,500-acre project area for a proposed wind project in western Maine. Assisted with preparation of natural resources reports based upon delineation efforts and other natural resource surveys and completed QA/QC of natural resource reports and map products.

Redington Wind Farm, Maine

Project Scientist. Conducted wetland delineations within a 1,700-acre project area for a proposed wind project in western Maine. Prepared natural resource reports based upon delineation efforts and other natural resource surveys.

Downeast LNG Ecological Characterization and Permitting, Robbinston, Maine

Project Scientist. Completed wetland delineation of the 47-acre proposed liquefied natural gas port facility and assisted with delineations and vernal pool surveys along prospective 30-mile natural gas pipeline.

Hancock County Bar Harbor Airport, Maine

Project Scientist. Provided assistance with permitting and mitigation design associated with runway safety area upgrade. Work included wetland delineations, GPS surveys, impact assessments, mitigation design, permit preparation and agency consultations.

Skowhegan Bypass Feasibility Studies, Maine

Project Scientist. Assisted in conducting natural resource investigations along route alternatives surrounding the Town of Skowhegan and crossing the Kennebec River. Studies included botanical and wildlife surveys, wetland mapping and assessments, geological resource reviews, and rare species surveys. Documentation of resources included an assessment of permitting issues and mitigation requirements, and production of natural resources sections of a NEPA Environmental Assessment.

Wiscasset Municipal Airport, Maine

Project Manager. Conducted wetland delineations and functions and values assessment for taxiway extension project.

Pittsfield Airport Projects, Maine

Project Manager. Performed wetland evaluations, permitting, mitigation and vegetation management plan development for various projects related to the runway safety area.

Knox County Airport, Maine

Project Scientist. Provided natural resource evaluations and permitting assistance for the expansion of runways and taxiways at this regional airport. Work included evaluation of compliance issues, wetland evaluations, mitigation design, permitting, and construction monitoring.

Hancock County-Bar Harbor Airport, Maine

Project Scientist. Provided assistance with permitting and mitigation design associated with runway safety area upgrade. Work included wetland delineations, GPS surveys, impact assessments, mitigation design, permit preparation and agency consultations.

Light Rail Transit Project, New Jersey*

Wetland Scientist. Conducted wetland delineations for light rail transit project between Trenton and Camden, New Jersey.

Turnpike Extension Projects, Oklahoma*

Wetland Scientist. Conducted wetland delineations for three turnpike extension projects in eastern Oklahoma.

* denotes projects completed with other firms

Karol A. Worden
Wetland Scientist

PUBLICATIONS

Worden, K.A., P.J. Pekins. Seasonal change in feed intake, body composition, and metabolic rate of white-tailed deer - Worden, K.A., P.J. Pekins. *Canadian Journal of Zoology*, 73: 452-457, 1995.

Matthew P. Arsenault

Certified Ecologist, Botanist, Project Manager



Mr. Arsenault is a Certified Ecologist and expert Botanist responsible for performing ecological and botanical assessments and characterizations; natural resource inventories including rare, threatened, and endangered species surveys; wetland delineations and function and value assessments; wildlife population surveys; long-term biological monitoring; and water quality monitoring surveys.

Mr. Arsenault has worked on numerous ecological projects, including natural community and rare plant and wildlife survey projects throughout the northeastern and mid-Atlantic United States. These projects have ranged from general reconnaissance observations to quantitative, community- and species-specific surveys. These projects have involved detailed natural community mapping and analysis. He has provided expert witness testimony regarding the findings of various ecological field studies.

Mr. Arsenault has taught many workshops and led field trips on plant identification and ecology. Continuing education and training has included many workshops with the New England Wildflower Society, Josselyn Botanical Society, Maine Association of Wetland Scientists, and Delta Institute of Natural History.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Project Manager.
- Woodlot Alternatives, Inc. 2005-2007. Project Scientist.
- Delorme Mapping. 2004-2005. Map Technician.
- Maine Natural Areas Program. 2003-2004. Assistant Ecologist.
- Shenandoah National Park. 2003. Biological Science Technician (Exotic Survey Crew).
- University of Maine. 2001-2003. Biological Research Assistant

EDUCATION

BS, Botany, summa cum laude honors, University of Maine, Orono, Maine, 2003

Wetland Delineation Methods, University of New Hampshire, Durham, New Hampshire, 2005

10-Hour Construction Safety & Health Certified, OSHA, Topsham, Maine, 2009

40-hour HAZWOPER Certified, OSHA, Topsham, Maine, 2009

REGISTRATIONS

Ecologist, Ecological Society of America

PROFESSIONAL ASSOCIATIONS

Survey-approved Botanist, Massachusetts Division of Fisheries & Wildlife, Natural Heritage and Endangered Species Program

Plant Conservation Program Task Force, New England Wildflower Society

Member, Maine Natural Areas Program (Botanical Advisory Group)

Member, New England Wildflower Society

Member, New England Botanical Club

Matthew P. Arsenault

Certified Ecologist, Botanist, Project Manager

Member, Friends of the Maine Herbarium, The University of Maine Herbaria

Member, Josselyn Botanical Society

Recognized Wetland Delineator, New Brunswick Department of Environment

Member, Ecological Society of America

Member, Maine Association of Wetland Scientists

PROJECT EXPERIENCE

Natural Resource Services

Blanding's Turtle Survey, Galloo Island, New York
Project Scientist responsible for performing surveys for Blanding's turtles at a proposed development site. Survey methods included binocular surveys, nesting surveys, and trapping.

Rare Plant Survey, Lower Chichester, Pennsylvania
Lead Project Scientist responsible for performing a rare plant survey and natural community characterization of a proposed development site.

Rare Plant Survey, Londonderry, New Hampshire
Lead Project Scientist responsible for performing a rare plant survey and natural community characterization of a proposed development site.

Moresville Wind Power Project, Delaware County, New York
Lead Project Scientist. Conducted a broad-spectrum survey and characterization of the existing natural resources including natural communities, rare plants, and rare wildlife along an approximately 5-mile ridgeline in south central New York. Provided a detailed report of the results of the field surveys.

Ecological Characterizations, Windham and Westbrook, Maine

Field Manager and Lead Project Scientist. Responsible for leading field surveys including surveys for rare, threatened, and endangered species of plants and wildlife; assessments of existing wildlife habitat values; and mapping of wetland and stream resources. Provided detailed reports of the findings as well as an analysis on the overall landscape value of each parcel and mitigation potential.

Wetland Mitigation Monitoring, Kennebunkport, Maine

Project manager responsible for conducting and coordinating annual wetland monitoring of a created wetland mitigation site in southern Maine. Prepared annual reports that were submitted to state regulatory agencies describing the existing wetland conditions as well as functions and values. Assessments were made regarding the overall success of the wetland mitigation site.

Wetland Delineation and Vernal Pool Survey, Madison, Maine

Project manager responsible for conducting and coordinating field efforts and report preparation for a wetland delineation and subsequent vernal pool survey of an approximately 100-acre parcel.

Blanding's Turtle Survey, Lyman, Maine

Field Manager and Lead Project Scientist. Conducted binocular and meander surveys targeting the state endangered Blanding's turtle at a project site in southwestern Maine. Prepared a detailed report describing the methodology and results of the field surveys.

MBTA Greenbush Line Ecological Monitoring, Scituate, Cohasset, and Hingham, Massachusetts

Project Scientist. Conducted annual monitoring of wetlands and vernal pools including quantitative sampling of vegetation, macroinvertebrates, and water quality. Responsible for conducting radio telemetry monitoring of spotted turtles to determine seasonal movement patterns. Conducted regional de novo surveys targeting spotted turtles. Survey methods included binocular surveys, meander surveys, and trapping.

* denotes projects completed with other firms

Matthew P. Arsenault

Certified Ecologist, Botanist, Project Manager

Proposed Transmission Line Natural Resource Identification, Penobscot and Aroostook Counties, Maine

Project Scientist. Completed vernal pool surveys, wetland delineations, and rare plant surveys along over 40 miles of a proposed transmission line corridor in northern Maine. Coordinated with the State agencies regarding potential impacts to several species of rare plants that were identified within the project corridor.

Saddleback Maine Ski Area Expansion, Rangeley and Dallas Plantation, Maine

Field Manager and Lead Project Scientist. Completed landscape analyses and field surveys to identify and characterize the existing natural resources present on Saddleback Mountain in western Maine prior to construction of a proposed development. Provided detailed analyses and expert witness testimony relative to the potential effects of the proposed development on significant natural resources including plants and wildlife and their associated habitats.

Stetson Mountain Wind Power Project, Washington and Penobscot Counties, Maine

Project Scientist. Completed wetland delineations and rare, threatened, and endangered plant surveys of a low elevation ridgeline and over 30 miles of a proposed transmission line associated with a proposed wind power facility.

Commercial Spring Source Biological Monitoring, Southern and Western Maine

Field Manager and Lead Project Scientist. Developed and implemented biological monitoring plans designed to provide long-term monitoring of potential impacts as a result of groundwater withdrawal to significant natural resources including wetland and stream habitats. Field efforts include annual quantitative sampling of wetland and stream habitats as well as identification of rare, threatened, or endangered species of plants and wildlife. Responsible for providing detailed analyses of the potential effects of water withdrawal operations on significant natural resources.

Significant Ecological Resource Evaluations, Moosehead Lake Region, Piscataquis and Somerset Counties, Maine

Field Manager and Lead Project Scientist. Responsible for coordinating and conducting field efforts on over 300,000 acres of forest land in northern Maine. Efforts included completing a landscape analysis focused on identifying areas likely to support significant natural resources including large wetland systems, exemplary natural communities, and rare, threatened, and endangered species of plants and wildlife and their associated habitats. Subsequent field surveys targeted areas to identify and characterize the existing natural resources and their overall landscape significance. Species-specific targeted surveys were conducted for several species of sensitive wildlife including rusty blackbird, Bicknell's thrush, and Clayton's copper butterfly. Conducted detailed analyses and provided expert witness testimony relative to the potential effects of a proposed development and conservation easements on the significant natural resources present within the project area.

Matthew P. Arsenault

Certified Ecologist, Botanist, Project Manager

PUBLICATIONS

Workshop: Carex Identification. *Maine Association of Wetland Scientists*, 2009.

Workshop: Winter Twig Identification. *Stantec Consulting*. 2006, 2008.

Campbell, C.S., R.C. Evans, D.R. Morgan, T.A. Dickinson, and M.P. Arsenault. Phylogeny of subtribe Pyrinae (formerly the Maloideae, Rosaceae): Limited resolution of a complex evolutionary history. *Plant Systematics and Evolution*. 266. pp. 119-145, 2007.

Potter, D., T. Eriksson, R. Evans, S.-H. Oh, J. Smedmark, D. Morgan, M. Kerr, K. Robertson, M. Arsenault, and C. Campbell. Rosaceae phylogeny and classification. *Plant Systematics and Evolution*. 266. pp. 5-43, 2007.

Presentation: Natural Resource Inventories. *Maine Land Trust Conference, Maine Coast Heritage Trust*, 2007.

Presentation: The Genus Galium. *Plant Identification Workshop for Josselyn Botanical Society Annual Meeting*, 2006.

Campbell, C.S, W.A. Wright, M. Cox, T.F. Vining, C.S. Major, M.P. Arsenault. Nuclear ribosomal DNA internal transcribed spacer 1 (ITS1) in Picea (Pinaceae): Sequence divergence and structure. *Molecular Phylogenetics and Evolution*, 35: 165-185, 2005.

Arsenault, M. and A. Haines. Rediscovery of *Carex typhina* (Cyperaceae) in Maine. *Rhodora*, 106:52-54, 2004.

Presentation: Alpine Ecology. *Appalachian Mountain Club Ridge Runner Program*, 2004.

Arsenault, M. et al. Incongruence between three genomes in phylogenetic studies within Picea (Pinaceae). *Botany 2003 conference, Alabama*, 2003.

Dale F. Knapp

Senior Project Manager, Wetland Scientist, Soil Scientist



Mr. Knapp is a Senior Project Manager and the Director of the Water Resources Division at Stantec. His primary responsibilities include project administration and management, ecological field surveys, strategic planning for permitting, and report preparation. In addition to managing and implementing large scale permitting and restoration projects, Mr. Knapp has conducted a variety of field biological sampling efforts to determine risk to ecological receptors and water quality determinations. He has also provided expert witness testimony regarding the findings of various ecological field surveys.

Under Mr. Knapp's direction, the Water Resources Division performs wetland delineations, vernal pool surveys, threatened and endangered species surveys, ecological community characterizations, permitting, biological assessments, environmental planning, fish and wildlife surveys, wetland mitigation and compensation, project management and document preparation in accordance with the state and federal regulatory agencies.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Senior Project Manager, Director of Water Resources.
- Woodlot Alternatives, Inc. 2005-2007. Project Manager.
- Corinne Leary. 2002-2005. Field Scientist.
- Leary Soil Works. 2001-2002. Construction.

EDUCATION

BA, University of Maine, Orono, Maine, 2003

Preserving the Wetland Landscape - Tools for Successful Mitigation, Grappone Center, Concord, New Hampshire, 2006

Subsurface System Inspector, Joint Environmental Training Coordination Committee, Portland, Maine, 2006

Hydric Sandy Soils Workshop, Maine Association of Professional Soil Scientists, Scarborough, Maine, 2006

40-Hour HAZWOPER Certification, OSHA, Topsham, Maine, 2009

REGISTRATIONS

Onsite Sewage Disposal System Inspector #523, State of Maine, An Office of the Department of Health and Human Services - Subsurface Wastewater Program

Apprentice Wetland Scientist #WSA-18, New Hampshire Joint Board

Licensed Site Evaluator #386, State of Maine, An Office of the Department of Health and Human Services - Subsurface Wastewater Program

Enviro-Septic Certified #5058MEES, Presby Environmental Inc.

PROFESSIONAL ASSOCIATIONS

Professional Member, Society of Soil Scientists of Southern New England

President, Maine Association of Wetland Scientists

Dale F. Knapp

Senior Project Manager, Wetland Scientist, Soil Scientist

Soil Judging Team, The University of Maine

Director, Maine Association of Site Evaluators

Recognized Wetland Delineator, New Brunswick
Department of Environment

Member, Association of State Wetland Managers

Member, Maine Association of Professional Soil
Scientists

PROJECT EXPERIENCE

Natural Resource Services

Old Port Village Peer Review, Kennebunkport, Maine

Senior Project Manager. Reviewed documents filed by the applicant as they pertained to natural resource impacts associated with a proposed subdivision and the presence or absence of rare, threatened, and endangered (RTE) species that may occur within the proposed project area. Work done on behalf of an abutting property owner to the proposed development.

Penobscot River Restoration Natural Resource, Penobscot County, Maine

Technical Lead. Coordinated and participated in natural resource assessment of three dam impoundments along a 10-mile stretch of the Penobscot and Piscataquis Rivers. Characterized existing ecological resources and collecting existing infrastructure information. Tasks included wetland reconnaissance, site specific delineation and Function Value Assessments along the backwater of all three impoundments. In addition coordination of invasive/exotic plant management and supporting development of ecological changes post removal.

Wind Farm Development Surveys and Risk Assessments, Maine

As Senior Project Manager, Mr. Knapp has managed preconstruction wind farm development surveys and assessments at multiple sites throughout Maine. These assessments include site prospecting for wind farm sites, landscape analyses, fatal flaws, and ecological community characterization.

Hoosac Wind Project, Massachusetts

Field Manager/Senior Project Manager. Conducted a series of wetland delineations in concert with other environmental team members. Field surveys included confirming mapped wetlands and other natural communities and delineating the boundaries of wetlands, streams, and other natural resource features. He also conducted extensive botanical field surveys within the project area to determine if any state- or federal-listed rare plant species were present.

Cabelas Retail Development, Scarborough, Maine

Wetland Scientist. Conducted wetland delineations and vernal pool surveys. Completed a systematic mitigation site search through several counties in support of permitting efforts.

Highland Wind, Maine

Senior Project Manager responsible for the organization and management and oversaw the QA/QC of the wetland delineations, vernal pool surveys, natural community mapping, and RTE plant and wildlife surveys conducted on an approximately 1,500-acre project area.

Line 56, Maine

Senior Project Manager responsible for organization and management of all natural resource work along more than 50 miles of transmission line corridor.

Maine Power Connection Transmission Corridor, Maine

Senior Project Manager: Dale was responsible for the organization and management and oversaw the QA/QC of the wetland delineations, vernal pool surveys, natural community mapping, and RTE plant and wildlife surveys conducted along over 140 miles of existing and proposed power line corridor between Haynesville and Chester, Maine.

Dale F. Knapp

Senior Project Manager, Wetland Scientist, Soil Scientist

Grand Manan Wind Farm Phase I, New Brunswick

Senior Project Manager responsible for organization and management of all wetland delineations and impact assessments for a 20 MW wind project covering 250 acres on the island of Grand Manan.

Stetson Wind Farm, Maine

Field Manager and Permitting Support. Responsible for completing natural resource surveys on a 1300-acre project area for this 24 MW wind project. Mr. Knapp functioned as field leader responsible for leading teams of 4-6 person crews. Studies included wetland delineations, vernal pool surveys, natural community mapping, and RTE plant and wildlife surveys. Assisted in the completion of required state and Federal permit applications filed in support of the project.

Record Hill Wind Farm, Roxbury, Maine

Senior Project Manager supporting the Record Hill wind project, which is a 22-turbine, 55 MW wind project on a forested ridge environment in the western Maine mountains. This project has included planning and feasibility studies, wetland delineations, wildlife impact studies, noise and visual impact assessments, and coordination of all state and Federal environmental permitting.

Redington Wind Farm, Maine

Field Manager and Permitting Support. Responsible for completing natural resource surveys on a 1700-acre project area. Functioned as field leader responsible for leading teams of 4-6 person crews. Studies included wetland delineations, vernal pool surveys, natural community mapping, and RTE plant and wildlife surveys. Assisted in the completion of required State and Federal permit applications filed in support of the project.

Dale F. Knapp

Senior Project Manager, Wetland Scientist, Soil Scientist

PUBLICATIONS

Emerson, B., D. Knapp, J.D. DeGraaf, and G. Carpentier. Potential Impacts to Wetland Functions and Values from Dam Removal. *Poster presented at The Diadromous Species Restoration Research Network Science Meeting, University of Maine, Orono, Maine, 2009.*

Mr. Gravel is a Project Manager at Stantec responsible for coordinating ecological inventories and environmental resource evaluations, including wildlife population surveys, avian impact evaluations, and habitat studies. Mr. Gravel has most recently been involved in organizing and conducting large-scale natural resource investigations associated with wind power and transmission projects. He has provided permitting and expert testimonial support to several New England wind projects and is Stantec's Technical Lead for Avian Radar Surveys. His field biology experience has allowed him to conduct avian radar surveys, breeding-bird surveys, winter track surveys, bat surveys, raptor surveys, and natural community surveys in Maine, New Hampshire, Vermont, Pennsylvania, Ohio, West Virginia, Virginia, and New York. Mr. Gravel takes an innovative, solution oriented approach to survey design and implementation which has enabled Stantec to conduct ecological surveys in some of the Northeast's most remote and challenging locations.

PROFESSIONAL EXPERIENCE:

- Stantec Consulting. 2007-present. Project Manager.
- Woodlot Alternatives, Inc. 2004-2007. Project Manager.
- New Hampshire Division of Forests and Lands. 2003. Field Research Technician.
- University of New Hampshire. 2002-2003. Research Lab Technician.
- University of New Hampshire. 2002. Field Research Assistant.

EDUCATION

BS, Wildlife Management, University of New Hampshire, Durham, New Hampshire, 2003

40-hour HAZWOPER Certified, OSHA, Topsham, Maine, 2009

PROJECT EXPERIENCE

Natural Resource Services

Wind Farm Development Bird and Bat Surveys and Impact Studies, Mid-Atlantic, New England, Pennsylvania, Ohio, and New York

Mr. Gravel has managed pre-construction wind farm development surveys and impact assessments and multiple sites in the Mid-Atlantic, New England, Pennsylvania, Ohio, and New York. These assessments include habitat analyses, fatal flaw analyses, migration surveys using marine radar, acoustic bat surveys, breeding bird surveys, raptor surveys, and ecological community characterization. Mr. Gravel has effectively served as liaison between clients and regulatory agencies, to insure that studies and monitoring plans are in accordance with federal and state guidelines. Study results and determinations of risk have been provided to clients to assist with their project planning and permit applications in compliance with applicable local, state, and federal natural resource regulations.

Adam J. Gravel

Project Manager, Wildlife Biologist

Hounsfield Wind Farm, Galloo Island, New York

As Project Manager for the nocturnal migration surveys conducted to determine site suitability, Mr. Gravel negotiated and designed a marine radar survey reflective of the unique location of this island site. Solutions to transport, maintenance, and site coverage were carefully determined in order to produce one of the most extensive migration surveys to date, successfully documenting avian abundance, flight patterns, and flight altitudes surrounding the site. Mr. Gravel and his project team were praised for their thoroughness and insights provided to state agencies.

Granite Reliable Wind Park, Coos County, New Hampshire

Mr. Gravel has acted as the Project Manager on this long-term project supervising and conducting a variety of natural resource surveys to assess potential concerns raised by the proposed project. Surveys included several seasons of nocturnal radar surveys, a winter track survey (to document occurrence of American marten (state threatened) within the project site, wetland and vernal pool reconnaissance surveys, multiple seasons of acoustic bat surveys, rare plant surveys, a raptor migration survey, and a Natural Community Characterization. Mr. Gravel also gave several agency presentations to summarize the multiple seasons of environmental surveys and their implications for the project. He is currently involved in the permitting process by providing expert witness testimony on behalf of Stantec and the client.

Stetson Mountain Wind Farm, Washington County, Maine

Stetson is a 57 MW generation facility consisting of 38 turbines on a 6.5-mile, low-elevation ridge in Washington County, Maine. Mr. Gravel acted as Technical Lead responsible for avian and bat studies during the planning process and assisted in the design of post-construction avian monitoring program.

Lempster Wind Project, New Hampshire

As the Project Manager, Mr. Gravel was responsible for coordinating and conducting environmental surveys and assisted in permitting for this 24 MW wind project, the first in New Hampshire. Tasks included developing and negotiating work plans with agencies, performing avian and bat studies, rare species investigations, vernal pool surveys, and providing testimonial support. Mr. Gravel was also involved in the development of post-construction monitoring protocols for the project.

Record Hill Wind Farm, Maine

Mr. Gravel acted as Project Manager for the Record Hill wind project, which is a 22-turbine, 55 MW wind project on a forested ridge environment in the western Maine mountains. For this project, he coordinated planning and feasibility studies, wetland delineations, wildlife impact studies, noise and visual impact assessments, and helped to coordinate all state and Federal environmental permitting.

Adam J. Gravel

Project Manager, Wildlife Biologist

PUBLICATIONS

Giumarro, G. and A. Gravel. Assessing The Risk Of Avian And Bat Mortality At Commercial Wind Farms. *Presentation at the Windpower 2009 Conference and Exhibition, Chicago, IL, 2009.*

Pelletier, S.K., A.J. Gravel, and T.S. Peterson. Nocturnal avian flight heights relative to risk of collision with wind turbines. *Poster presentation at the National Wind Coordinating Collaborative conference in Wind Wildlife Research Meeting VII in Milwaukee, Wisconsin. October, 2008.*

Pelletier, S.K., C.W. Meinke, T.S. Peterson, and A.J. Gravel. 2008. Radar and acoustic bat surveys in pre and post-construction bird and bat mortality monitoring. *Poster presentation at the 2008 American Wind Energy Association conference in Los Angeles, California., 2008.*

Gravel, A. Windpower and Wildlife an Overview of Pre-construction Survey Methods and Results. *Presentation to State and Federal Natural Resource Agencies., 2008.*

Brett C. Hart, P.E.

Project Manager

Engineering, Survey, & Utilities Division

Brett Hart joined the James W. Sewall Company in 1999 offering a strong background in site design and surveying. Mr. Hart brings to Sewall nearly 10 years of experience in site development and permitting, traffic and transportation engineering, roadway and intersection design, and stormwater management. Recently, Brett has been responsible for managing three wind turbine road and site design projects located within the State of Maine.

EDUCATION

B.S., Bio-Resource Engineering Technology, University of Maine, Orono
Traffic and Transportation Engineering Seminar, Northwestern University, Evanston Illinois

PROFESSIONAL LICENSES AND AFFILIATES

Licensed Professional Engineer, Maine #10658
Treasurer, American Council of Engineering Companies of Maine

RELEVANT EXPERIENCE

Record Hill Wind Project, Roxbury, Maine. Project Manager for civil road and site design for a proposed 55-megawatt (MW) wind farm including 22 Clipper C96 2.5-MW wind turbine generators. Responsible for oversight and development of project design plans and Maine Department of Environmental Protection (MDEP) permitting submittals. Review required by MDEP. Permit application pending.

Kibby Wind Power Project, Kibby & Skinner Townships, Maine. Project Manager for civil road and site design for a proposed 132-megawatt (MW) wind farm including 44 Vestas V90 3.0-MW wind turbine generators. Initially responsible for value-engineering existing design to improve project constructability and reduce overall construction costs. Ultimately responsible for oversight and development of new design plans and Land Use Regulation Commission (LURC) permitting submittals for the Owner's revised turbine layout. Review required by LURC. Project is under construction.

198-MW Wind Project, Confidential Client, Maine. Project Manager for civil road and site design for a proposed 198-megawatt (MW) wind farm including 66 wind turbine generators. Responsible for oversight and development of project design plans and Maine Department of Environmental Protection permitting submittals. Review required by MDEP. Permit application pending.

The Widewaters Group, Offsite Mitigation, Bangor, Maine. Project Manager responsible for design of offsite mitigation improvements for approximately one-half mile of Stillwater Avenue. Project included roadway widening, signalization, underdrain system installation, utility relocation, and Right of Way acquisition. Review required by the City of Bangor and the Maine Department of Transportation. Project is complete.

Wal-Mart Real Estate Business Trust, Offsite Mitigation, Bangor, Maine. Senior Consultant to Sewall Project Team responsible for design of offsite mitigation improvements for portions of Stillwater Avenue and Hogan Road. Project included roadway widening, signalization, underdrain system installation, utility relocation, and easement/right of way acquisition. Review required by the City of Bangor and the Maine Department of Transportation. Project is under construction.

First Hartford Realty Corporation, Triangle Center Offsite Mitigation, Bangor, Maine. Project Manager responsible for design of offsite mitigation improvements for portions of Stillwater Avenue. Project included roadway widening, signalization, underdrain system installation, utility relocation, and easement/right of way acquisition. Review required by the City of Bangor and the Maine Department of Transportation. Project is under construction.

Traffic Impact Analysis. Performed numerous traffic impact analyses per municipal ordinance requirements for development projects located throughout the State of Maine.

Traffic Movement Permits. Drafted and contributed to numerous Maine Department of Transportation traffic movement permit application sections 1 through 6 and section 7 for projects located throughout the State of Maine.

Pleasant Point Passamaquoddy Tribe, Pleasant Point, Maine. Development of a 20 year Long Range Transportation Plan for the Passamaquoddy Tribe utilizing Federal Highway Administration guidelines. Review required by the Bureau of Indian Affairs. Project is complete.

Downeast Heritage Center – Downtown Revitalization, Calais, Maine. Site and road reconstruction design for a downtown revitalization museum and community center in conjunction with Lewis & Malm Architecture. Project included site layout, upgrading the stormwater collection system, and road reconstruction for approximately 1,000 feet of Union Street. Review required by the Maine Department of Transportation. Project is complete.

Pleasant Point Passamaquoddy Tribe, Pleasant Point, Maine. Design of a 2.6-mile shared use bicycle/pedestrian path along an abandoned Maine Central Railroad Line. Review required by Maine Department of Transportation. Project is complete.

Pleasant Point Passamaquoddy Tribe, Perry, Maine. Design of a new residential subdivision including a 0.7-mile long road, sewer and water infrastructure, and site layout of 28 housing units. Review required by Bureau of Indian Affairs, Indian Health Services, USDA Rural Development, and the Federal Highway Administration. Project is complete.

Pleasant Point Passamaquoddy Tribe, Perry, Maine. Roadway design for the construction of four residential roads in Pleasant Point, Maine. Project included extensive underdrain and stormwater collection systems. Review required by Bureau of Indian Affairs and the Federal Highway Administration. Portions of the project are complete.

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 Analysis and Support of Wind Power Project Developed analysis and compliance documents for Maine DEP permit requirement of a 28-turbine 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.

Kibby Wind Power Project Designed stormwater systems for a proposed 132-megawatt (MW) wind farm including 44 Vestas 3.0-MW wind turbine generators. Prepared relevant sections of Land Use Regulation Commission (LURC) permitting submittals for the Owner's revised turbine layout. Review required by LURC. Project is currently under construction.

Stetson I and II Wind Power Projects Designed stormwater systems and prepared permitting for two wind projects. Phase I included 38 turbines (57 MW) and was constructed in 2008. Phase II has 17 turbines (25.5 MW) and was recently submitted to the Maine Land Use Regulation Commission (LURC) for review and approval.

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.

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.

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.

Jodi O'Neal, EI, CPESC

Staff Engineer

Mrs. O'Neal joined the James W. Sewall Company in January of 2007. She has seven years of experience in engineering design and permitting. Her primary focus is in wind power, commercial/retail development and subdivision design which includes site and utility design, stormwater management, and environmental and construction related permitting.

EDUCATION

BS in Civil Engineering, University of Maine, Orono 2002

PROFESSIONAL CERTIFICATION

Engineer Intern

Certified Professional in Erosion and Sediment Control #3888

RELEVANT EXPERIENCE

STAFF ENGINEER

Stormwater Design and Analyses Successfully designed and permitted several stormwater systems for many different types of sites from complex wind power projects, commercial developments, subdivisions and mining operations to small site reconfigurations throughout the state. She uses the existing grade of the land to accomplish stormwater treatment to the best extent possible. This preserves the natural beauty of the site and minimizes development costs.

Kibby Wind Power Project, Kibby & Skinner Townships, Maine. Stormwater analysis, erosion and sedimentation control and permitting for civil road and site redesign for proposed 132MW wind farm including 44 Vestas V90 3.0MW wind turbine generators. Permitting was done through the Maine Land Use Regulation Commission

Record Hill Wind Project, Roxbury, Maine. Stormwater analysis, erosion and sedimentation control and permitting for civil road and site redesign for proposed 50.6MW wind farm including 22 Siemens 23MW wind turbine generators. Permitting was done through the Maine Department of Environmental Protection for a Site Location of Development Act permit.

ALSID Site, Bangor, Maine. Design and permitting for 3+ acre commercial lot including site and storm drainage design and utility coordination. Permitting included MDEP Stormwater Permit and local Site Plan approval.

Emerson Mill Road Pit, Hermon, Maine. Design and permitting for a commercial clay mining pit. This was a sensitive erosion and sedimentation control project because it was a large exposed area that is constantly being disturbed. This project had to meet both State and Local requirements.

Kayden's Corner Subdivision, Hermon, Maine. Designed roadway and lotting for a 10 lot residential subdivision. configuration to maximize lot efficiency and minimize wetland impacts. Used soil filters for stormwater drainage control. Represented the client at planning board meetings. Achieved State and local approval.

The logo for RLC Engineering, featuring the letters 'RLC' in a bold, blue, sans-serif font. A thick, blue, curved underline sweeps under the letters from the left side of the 'R' to the right side of the 'C'.

RLC

ENGINEERING

**empowering energy solutions
for today and tomorrow**

Statement of Qualifications

RLC Engineering, LLC

18 Meadow Road • PO Box 722 • Augusta, Maine • 04332 • (207) 621-1077 • www.rlc-eng.com



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Company Profile

RLC Engineering, LLC (RLC) is a Maine consulting firm offering a full range of services in the electric utility engineering field from conception to commissioning. Our mission is to provide expert consulting services and innovative solutions for our clients and to achieve and maintain the highest levels of technical competence and productivity.

With an experienced staff of electrical and civil engineers, RLC offers an exceptional level of competence in a wide range of technical, licensing, and permitting needs. RLC delivers creative, cost effective solutions to our clients. While we provide a broad range of services in the utility markets, we specialize in solving client energy and infrastructure-related problems. Our staff provides a high caliber of expertise on energy-related technical issues at industrial facilities, utilities, power generation plants, and commercial establishments. Our responsive project team knows how to plan, design, and engineer facilities that meet a client's financial, technical, and scheduling goals.

RLC has a staff of 20 technical professionals who routinely work on engineering projects from planning physical plant additions to the implementation or modification of protection and controls.

RLC Engineering personnel can work as a supplement to your in-house staff or provide complete turnkey planning, design, permitting, and project management services for industrial plants, power generation facilities, electrical substations and transmission lines. RLC Engineering delivers measurable results based on your needs and requirements.

With our comprehensive range of services, we can provide complete solutions starting with system planning, site selection and estimating, through detailed design, permitting, and construction management. Whatever your needs, RLC can assist you and provide expert consulting services to meet your schedule and budgetary requirements.

RLC Engineering- **empowering** energy solutions for today and tomorrow.



Power System Studies

Power System Studies is an integral RLC service offered to support clients in the assessment of power system facility planning and operation. With an experienced staff of Professional Engineers, RLC is able to provide knowledgeable, in-depth analyses related to the electrical grid and its technical requirements. RLC offers analysis and planning of transmission, distribution and industrial power systems. Our staff of well qualified and experienced engineers understands the complex local and regional electrical grid and internal plant issues. We provide assistance and training in areas of power system relaying, conceptual design, planning and operation.

Power system studies conducted by experienced professionals offer the most reliable foundation for effective planning and market assessment. Particularly in the northeast region, timely planning and proper system expansion will help avoid the bottlenecks that could potentially compromise the high standard of reliability expected from the electrical supply system. In order to maintain exceptional reliability and improve access to competitive power sources, the transmission system owner must understand how best to operate and upgrade the transmission network.

Transmission system and power generation resource planning are key components for developing and designing the robust and reliable electric grid needed for the next decade and beyond. The use and access issues require thorough assessment by all the key stakeholders interested in operating and upgrading the regional transmission and distribution systems. RLC's core competency is focused on understanding the complex needs and functions of transmission and distribution owners, large industrial customers, generation developers, and regional transmission system operators.



RLC performs transmission and distribution system planning analyses and system impact studies for a variety of customers including large investor-owned utilities, merchant power plant developers and independent system operators. Examples of Power System Studies experience includes:

- Generation System Impact Studies
- System Expansion Studies
- System Modeling and Analysis
- Power Systems Protection Studies
- Transmission System Operating Studies
- Capacitor Bank Switching and Application Studies
- Generator Feasibility Studies

RLC specializes in system planning work in the areas of steady state, stability, short-circuit and transient switching analyses. Other study expertise offered includes:

- Power Systems Computer Modeling and Analyses
- Motor Start Analyses
- Detailed Loss Analyses
- Reactive Compensation Analysis
- Harmonics Analyses
- Generation & Emergency Generation Analyses
- Power Management System Studies
- Evaluation of Power Supply Alternatives
- Transmission Line Protection & Coordination
- Substation Bus & Transformer Protection
- Generation Plant Internal/Intertie Protection & Coordination
- Field Surveys of Electrical Facilities
- Insulation Coordination
- Grounding Analyses
- Switching Surge Studies
- EMF Analyses & Measurements
- Arc Flash Hazard Analysis
- Cable Sizing
- Voltage Drop Studies
- Circuit Breaker Rating Analysis

RLC personnel are competent and knowledgeable users of PSS/E, PSLE, ASPEN, SKM and ATP software analysis tools for power system studies.



ENGINEERING SERVICES

In addition to our Power System Studies capabilities, RLC is an experienced designer of wind farm collectors, interconnection substation, and transmission facilities for power plant and utility service applications. RLC Engineering can facilitate client progress through the conceptual, preliminary and detail design stages as well as through the material procurement, construction and commissioning stages of a project. RLC has the capability and resources to create detailed project designs, develop material procurement and construction services specifications, and to facilitate construction and commissioning of high voltage substations, transmission lines and auxiliary systems. RLC engineers are well qualified and experienced engineers who understand the complex local and regional electrical grid and interconnection requirements of the transmission owner.

RLC engineers have performed interconnection design, construction management and/or commissioning services for a variety of customers including large investor-owned utilities and merchant power plant developers. Recent examples of interconnection design and/or construction experience include:

- Conceptual design of 345 kV interconnection facilities for wind projects - 150 to 300MW
- Conceptual design of 115 & 138 kV interconnection facilities for combined cycle and wind projects
- Detailed design, procurement and construction management of 115 & 138 kV interconnection facilities
- Detailed design, procurement and construction management of medium voltage transmission and collector systems – underground and overhead
- High voltage transmission line design
- Ground grid design
- Equipment specifications (transformers, breakers, insulators, steel, switches, relays, etc.)
- Power one line diagrams
- Protection one line diagrams
- Site plans
- Foundation plans
- Grounding plans & details



- Commissioning plans
- Project scheduling & coordination

RLC personnel are also proficient with AutoCAD2009 and PLSCadd software tools.

POWER PROJECT EXPERIENCE

RLC engineers have significant experience in the design, management, procurement and construction oversight of balance of plant facilities associated with wind projects including collector systems, transmission lines, interconnection facilities, and communication needs). The following is a summary of the wind related projects that RLC engineers have been involved with:

- Nantucket Sound – 462 MW wind project – Transmission Issues
- Reddington Mountain, Me – 90 MW wind project – Preliminary Design of 34.5 kV collector system, 115/34.5 kV collector substation and 115 kV transmission line
- Florida & Monroe, Mass – 30 MW wind project - Preliminary Design of 34.5 kV collector system and 69/34.5 kV collector substation
- Searsburg, Vt– 45 MW wind project- Preliminary Design of 34.5 kV collector system and 69/34.5 kV collector substation
- Sheffield, Vt - 40 MW wind project – Transmission/Interconnection testimony on system impact
- West Cape, PEI – 99 MW wind project – Detailed design and construction management of 34.5 kV collector system and 138/34.5 kV collector substation
- Norway, PEI – 9 MW wind project – Detailed design and construction management of 34.5 kV collector system and 69/34.5 kV collector substation
- Freedom, Me – 4.5 MW wind project – Detailed design and construction management of 34.5 kV collector system 34.5 kV interconnection
- COOS County, NH – 99 MW wind project – Preliminary design of 34.5 kV collector system, 115/34.5 kV collector substation, 115 kV 3 breaker ring bus interconnection substation and 115 kV transmission line
- Vinalhaven Island, Me – 4.5 MW wind project – Detailed design of 12.47 kV collector system and 34.5/12.47 kV Substation upgrade
- Highland Plantation, Me – 156 MW wind project - Preliminary design of 34.5 kV collector system, 115/34.5kV collector substation, and 115 kV transmission line
- Adams, Mass 24 MW wind project – conceptual design of 34.5 kV collection system and Interconnection
- Brodie Mountain, Mass 15 MW wind project – 23 kV Distribution system impact analysis
- Saddleback Mountain, Me 34.5 MW wind project – Conceptual design of 34.5 kV collection system



and interconnection

- Spruce Mountain, Me 18 MW wind project – Conceptual design of 34.5 kV collection system and interconnection
- Canton, Me 51 MW wind project – Conceptual design of 34.5 kV collection system and interconnection
- Rutland, VT 85.5 MW wind project – Conceptual design of 34.5 kV collection system and interconnection
- Moose Mountain, VT 42 MW wind project – Conceptual design of 34.5 kV collection system and interconnection
- Georgia Mountain, VT 12 MW wind project – Conceptual design of 34.5 kV collection system and interconnection
- Wildorado 2 AR, 79.2 MW wind project – Collector system cable sizing and loss analysis
- Walnut Ridge, Ill. – 200 MW wind project - 345 kV Interconnection option assessment
- Taloga, OK – 300 MW wind project – 345 kv & 138 kV transmission interconnection option assessments

OTHER RELEVANT PROJECT EXPERIENCE

The largest and perhaps most relevant project that RLC has been involved with to date is the Maine Power Reliability Program (MPRP). RLC provided the system studies for the 550+ miles of preliminary alternate routes, and the selected routes including report writing and presentation before ISO-NE, Maine Public Utilities Commission and other regulatory stakeholders. RLC has assisted in the preparation of the permit applications for the Maine Department of Environmental Protection as well as other local and state permitting bodies. RLC has also played a significant role in the construction sequence and planning for the MPRP proposed substation and transmission improvements.

In addition to the above activities RLC has performed numerous analyses of the potential MPRP impact on the “other” existing CMP substation facilities. Tasks performed in this effort include:

- Steady State Impacts on existing station equipment bus, breaker and switch configurations.
- Fault Current Impacts on circuit breaker duty ratings, circuit breaker TRV, bus support insulators, disconnect switches, grounding switches, line traps, capacitor banks, and shunt capacitors
- System Impacts on protection relays, shunt capacitor settings, line relay applications, SPS systems, series capacitor, ground relay polarization and out of step stability.



Personnel Profiles

MR. RICKY CONANT, PE

Manager, Power Systems Studies

Mr. Conant has 22 years in the electric utility industry and fourteen years experience managing a technical staff of engineers, programmers, and a support staff of business analysts. He has managed planning studies and conducted operational studies for major transmission equipment outages for electric utilities and independent system operators. In addition, his experience includes:

- Conducting planning studies to develop expansion plans for transmission, sub-transmission, and distribution systems
- Analyzing problems with the system ability to transfer load or generation to transmission and distribution system customers
- Conducting loss evaluations and reliability impacts of different project alternatives to determine preferred solutions
- Directing generation plant operational studies for new plants to assess operating requirements and system transfer capability during normal and contingency operating conditions
- Identifying generating unit restrictions or must-run needs for transmission area reliability
- Performing steady state, dynamic, and transient electric power system studies
- Comprehensive understanding of open access transmission tariffs (OATT) and same-time information system (OASIS)
- Significant involvement in the development and implementation of NEPOOL Operating Procedures (OPs) and Market Rules and Procedures (MRPs) for the electric wholesale energy markets in New England

MR. GEORGE BARTOK, PE

Principal Power System Engineer, Connecticut Office

Mr. Bartok has over 40 years of experience in power system planning, operation, design, and protection, including 20 years managing the protection and controls engineering group in a large New England utility. Grouping this capacity, he was responsible for the specification, development, and implementation of all protection and control systems for transmission and substation facilities as well as all nuclear, fossil, and hydro generating plants. His technical accomplishments include:

- Conducted steady state analyses for the Southwest Connecticut Transmission Expansion Team consisting of representatives from Northeast Utilities, United Illuminating, and ISO-NE



- Performed numerous electrical transient studies in generating stations including motor starting, supply transfer and voltage regulator interaction, as well as complex steady state and transient studies of power system performance
- Developed protection criteria for 345 kV transmission lines and power plant generators
- Developed major electrical equipment protection philosophy
- Performed power system studies and calculations associated with the application of protective relaying systems and dynamic stability
- Established protection and control standards for engineering and design
- Developed alternatives for both transmission and distribution system expansions to provide for load growth and to improve system reliability
- Developed and presented numerous courses on electric system design, operation and protection
- Senior Member of Institute of Electrical and Electronics Engineers
- Appointed to the Accreditation Board for Engineering & Technology (ABET)

MR. DAVID P. ESTEY, P.E.

Principal Electrical Engineer

Mr. Estey is a Licensed Professional Engineer in the State of Maine, State of New Hampshire and the Canadian Province of Prince Edward Island. He offers more than thirty three (33) years of engineering and project management experience in the electric utility industry. Mr Estey is experienced with power facility interconnection design, wind turbine installation, project management and outage planning. He offers excellent oral and written communication skills and is proficient at project economic analysis. He is additionally proficient with PSLF, SKM and PSS/E power system models and possesses a solid understanding of power and control systems, Demand Side Management (DSM), generator interconnection systems, renewable energy resources and electric service rates and issues. His experience includes:

- Designed collector systems and transmission interconnections for proposed wind farms in Canada, Maine, Massachusetts, New Hampshire, New York, Texas and Vermont.
- Designed and managed the balance of plant construction for the Norway (9 MW) and West Cape (99 MW) wind projects on Prince Edward Island; and Beaver Ridge (4.5 MW) wind project in Freedom, Maine.
- Designed multiple 2.5 MVA medium voltage service additions for Procter & Gamble's Tambrands Facility in Auburn, Maine.
- Conducted economic due diligence reviews for Central Maine Power Company on several alternate energy projects.
- Designed 1.7 MW Emergency Power System with automatic transfer for waste water treatment facilities at International Paper's Bucksport mill.
- Performed short circuit, protection coordination and arc flash hazard analysis of plant-wide electrical systems at The Jackson Laboratory, Procter & Gamble's Tambrands Auburn facility and Groveton Paper Board's Groveton facility.



- Performed comprehensive EMF surveys and calculations for proposed power plants in Dighton, Massachusetts; Chelsea, Massachusetts; Johnston, Rhode Island; and Tiverton, Rhode Island; Middletown Connecticut; Yarmouth, Massachusetts; Meriden, Connecticut; Norwalk, Connecticut and testified before both the Connecticut and Massachusetts Facility Siting Council on the issue.
- Served as owner's representative for the Commissioning of Jamaica Private Power Company's (JPPC) 60 Mw diesel power plant in Kingston, Jamaica.
- Performed detailed surge protection analysis for transmission facilities at International Paper Company, AES Londonderry, Public Service of New Hampshire and Meriden.
- Served as Manager of Power System Analysis for TRC Engineers, LLC.
- Served as oversight witness for interconnection relay and trip testing for Central Maine Power Company.
- Served as Project Manager of Androscoggin Energy LLC (AELLC), Rumford Power Associates (RPA), and Bucksport Energy, LLC (BELLC) Merchant Plant Interconnection Projects.
- Managed the Central Maine Power Company's power contracts and joint owner's agreements associated with Maine Yankee, Connecticut Yankee, Vermont Yankee, Yankee Rowe and Millstone Unit 3.
- Served as Director of System Engineering for Central Maine Power responsible for relay and control panel designs for line terminal and transformer panels, procurement specifications for large power transformers, uninterruptable power supplies, battery systems and other electrical components.

MR. NORMAN ST.HILAIRE, P.E.

Principal Civil Engineer

Mr. St.Hilaire is a Licensed Professional Engineer in the State of Maine with more than thirty five (35) years of construction, project management and engineering experience involving electric utility, industrial and commercial projects. Mr. St.Hilaire's experience includes the management and construction of power generation plants, transmission line planning, permitting, and construction, marine facilities, industrial plants including paper mill and cement plant construction, and commercial distribution facilities. He offers excellent oral and written communication skills and is proficient at project scheduling and project management techniques and tools, including Primavera products. His experience includes:

- Current position as Principal Civil Engineer responsible for Project Management and civil design of substation and transmission line projects.
- Nineteen (19) years experience with a large nationally prominent construction firm specializing in power, marine and heavy construction projects. Positions held included Senior Project Engineer, Project Manager, and Corporate Contracts Manager. Projects managed include microchip plant expansion (\$60 mm), paper mill machine rebuild (\$60mm), large catalog company design/build of new distribution center (\$20mm not including equipment), shipyard facility design/build demolition/construction (\$20mm), numerous hydropower generation plant construction (12MW, 25 MW) and 115kV transmission line construction.
- Two and one half (2 1/2) years as Contracts Manager, Procurement Manager, Real Estate Manager and Manager of Construction & Procurement Planning for a billion dollar transmission



expansion project from inception through permitting interfacing with all phases of the project team including the engineering, environmental, legal, real estate and planning functions.

- Ten (10) years experience as Construction Manager and Director of Construction Engineering for a large Maine utility. Responsibilities included engineering oversight of the construction of all generation, substation, transmission and commercial facilities.
- Extensive experience managing claim avoidance and disputes activities, including mediation, arbitration, Dispute Review Board and legal proceedings.
- Extensive experience constructing large civil site work, bridge/highway and other power plant facilities.



Software Applications

RLC utilizes the functionality and capability of the following power system software simulation programs and software application tools:

- Siemens/PTI's PSSE Program
- GE's PSLF Program
- ASPEN's Short-circuit Program
- SKM's Power Tools
- Alternative Transients Program ATPDraw

RLC engineers have performed numerous studies using these tools for generator interconnection projects, system expansion studies, equipment design and specifications, transmission and distribution planning studies, and plant protection and coordination studies. The proficient utilization of these software applications allows us to provide in-depth study work of complex problems of any type. In addition, supplemental algorithms have been developed to assist in compiling and interpreting results and to generate clear and concise reports.

RLC employs the flexible and widely used AutoCAD2009 design software to create and amend design drawings for projects. We also employ PLSCadd for transmission line design activities. These systems allow for a readily retrievable and electronically transferable document. RLC is adept at using Microsoft Project and Primavera scheduling software to create project schedules and track project progress.

RLC has considerable experience using collaborative web based project document control software such as Constructware and Primavera's Contract Manager.

Section 4
Title, Right, and Interest

4.0 TITLE, RIGHT AND INTREST

Highland Wind LLC (Highland) holds a lease from Bayroot LLC for the portions of Highland Plantation necessary to construct and operate the Highland Wind Project (Project). Included in Appendix 4-1 are redacted copies of that lease and the underlying deed. Bayroot has owned the property at issue for more than five years. The LURC-required land division history for the past 20 years is attached as Appendix 4-2.

Highland also has acquired option agreements for access and use of land necessary to construct and operate the generator lead portion of the Project. These options have been acquired by Independence Wind LLC, a project partner, and have been assigned to Highland. Copies of the options and the assignments are attached in Appendix 4-3. Also included in Appendix 4-3 is a letter demonstrating the ongoing good faith negotiations between Highland and the Central Maine Power Company concerning interconnection location and line configuration.

Highland Wind LLC is the project company, and who owns all project assets (including leases and intellectual property) and thus is the correct entity as Applicant. Both Independence Wind and Wagner Forest Management, LTD own part of Highland Wind LLC. In addition, Wagner Forest Management, LTD, acting as the Manager of Wagner Wind Energy II, LLC is the ultimate manager of Highland Wind LLC. In this capacity as manager, Wagner Forest Management, LTD is frequently noted as the manager or agent on corporate documents. It should also be noted that many of the easements for right of way have been transferred to Highland Wind LLC to ensure ownership by the proper legal entity.

The point of interconnection for the project is the CMP-owned substation at the Florida Power & Light-owned Wyman Station in Moscow, Maine. FPL's Wyman Station (the dam and associated generation equipment) is a federally (FERC) licensed hydroelectric generation facility that owns land along the Kennebec River and around the CMP owned Wyman Substation. When CMP sold the Wyman station to FPL, it reserved crossing rights to provide it access to its retained substation. It is our understanding that permission to cross the FPL property with a transmission line for the purposes of accessing CMP's Wyman Hydro Substation cannot be unreasonably withheld. FPL has the right to determine what impact, if any, the proposed transmission line crossing would have on the licensed facility, and this determination could take several months. The final agreement with FPL will incorporate any determined impacts and provide reasonable compensation for those yet to be determined impacts. It is Highland Wind's opinion that impacts from the transmission line crossing of FPL's Wyman Station Project property will be minimal. While we have sought to achieve agreement for quite a few months, staff turnover at FPL and their large corporate structure for dealing with unusual requests such as this have made it a slow process. We have begun discussions and expect to offer LURC a final agreement well before the permit review process concludes.

Appendix 4-1

WIND ENERGY FACILITY GROUND LEASE

THIS WIND ENERGY FACILITY GROUND LEASE (the “**Lease**”) is made and entered into as of November __, 2009 (the “**Effective Date**”) by and between **BAYROOT LLC** (the “**PROPERTY OWNER**” or “**Bayroot**”), a Delaware limited liability company whose address is c/o Wagner Forest Management, Ltd., its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768, and **Highland Wind LLC**, a Delaware limited liability company whose address is c/o Wagner Energy LLC, its Manager, 150 Orford Road, P.O. Box 160, Lyme, NH 03768 (the “**COMPANY**”).

Whereas, Bayroot owns land in Highland Plantation, Somerset County, Maine, including ridgelines with wind power development potential.

Whereas, COMPANY wishes to enter into this ground lease with Bayroot to allow development of the wind energy potential along said ridgelines.

Whereas, COMPANY wishes to enter into this ground lease with Bayroot to allow development of access and transmission lines across Bayroot lands in said Highland Plantation.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, , the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease; Premises; Leased Premises

- 1.1. Lease. PROPERTY OWNER owns certain real estate in Highland Plantation, Maine, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds, but including for purposes of this Lease as to the real estate of PROPERTY OWNER located in Highland Plantation only that portion of PROPERTY OWNER’s property lying northerly and easterly of the Long Falls Dam Road (the “**Premises**,” as more particularly described in **Exhibit A** hereto.) The Premises are shown and described on **Exhibit A**. PROPERTY OWNER hereby leases to COMPANY a portion of the

Premises, as described in Sections 1.2 and 1.3 below and on **Exhibit B** hereto, the “**Leased Premises**”) for the term of years set forth in this Lease, as such term may be extended, for the purpose of wind analysis, wind energy facility construction and operation, and related uses all as described in Section 1.4 below, and for transmission lines and access routes to and from the Wind Energy Facility (as defined in Section 1.4) for purposes of ingress and egress to and from the Wind Energy Facility, all as more fully set forth herein.

- 1.2 Leased Premises. The Leased Premises consist of certain portions of the Premises, together with designated access roads and transmission lines over the Premises or pursuant to easements in favor of Bayroot located in Highland Plantation, Maine. The Leased Premises shall be a portion of the Premises and are described in particular on **Exhibit B** (including any map or maps referenced in Exhibit B). The Leased Premises includes certain appurtenant rights, privileges and easements as further described in this Section 1 and Section 2. **Exhibit B** describes the intended Leased Premises as of the Effective Date.
 - 1.2.1 However, the wind analysis and other studies that will occur on the Leased Premises may indicate that the Leased Premises should be modified so as to better fulfill the intentions of the COMPANY. Prior to making its permit application to the Land Use Regulation Commission (LURC), COMPANY will present layout plans for the Wind Energy Facility and a corresponding plan depicting any revisions requested to the Leased Premises to PROPERTY OWNER for review, input, and written approval, which approval shall not be unreasonably withheld or delayed, provided the revised Lease Premises do not depart from initial plans in a manner that materially adversely affects PROPERTY OWNER. The failure of the PROPERTY OWNER to provide COMPANY with its written objection to such revised Lease Premises within ten (10) business days of its submittal by COMPANY to PROPERTY OWNER shall be deemed approval thereof by PROPERTY OWNER.
 - 1.2.2 During the pendency of COMPANY’s LURC permit application, COMPANY shall communicate promptly in writing to PROPERTY OWNER any material changes to the layout plan for the Wind Energy Facility that occur.
 - 1.2.3 Upon LURC approval of COMPANY’s permit application, COMPANY shall promptly provide PROPERTY OWNER with notice and a depiction of any further revisions to the Leased Premises required. To the extent such revisions depart from initial plans in a manner that materially adversely affects PROPERTY OWNER, COMPANY shall fairly compensate PROPERTY OWNER for such revisions.

1.2.4 The final layout (“**Final Plan**”) will show the as-built Wind Energy Facility and the boundaries of the Leased Premises, including but not limited to the land involved for access, power lines, Turbines (as defined below in this Section 1.2.4), underground improvements, and test towers as further provided for in Sections 1.3, 2.1, and 2.2. Prior to the recording of the Final Plan, the Property Owner shall have opportunity to review the same for legal sufficiency and may comment on the legal descriptions and the Final Plan. Once the agreed-upon Final Plan is approved by both PROPERTY OWNER and COMPANY, Exhibit B of this Wind Energy Facility Ground Lease shall be amended to reflect the Final Plan. The Leased Premises will include real property interests (including allowing road construction and maintenance) for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer’s nameplate of up to three megawatts (3 MW) (the “**Turbines**” and each a “**Turbine**”), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY’s operations under this Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER. In addition, the COMPANY shall have the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER’s use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

1.3 Additional Specifics of Leased Premises. The Leased Premises shall include a five hundred foot (500’) foot radius from the base of each Turbine. Turbines will not be constructed within one

thousand feet (1,000') of an occupied dwelling without the prior written consent of PROPERTY OWNER. The right-of-way width for COMPANY's power lines and access road shall each be up to fifty feet (50') in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

1.4 Definition of Wind Energy Facility. The term "**Wind Energy Facility**" includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment ("**Transmission Equipment**"), (iii) areas needed for construction, security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment ("**Civil Works**"), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility ("**Utilities**"), and (v) a sign or signs displaying COMPANY's or assignee's names, symbols or other information. If needed, other property interests owned by Property Owner outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s), a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately negotiated between the two parties using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

1.5 Leasehold Exclusive. The leasehold interests granted to COMPANY under this Lease are exclusive as to any Wind Energy Facility on the Leased Premises. Accordingly, the PROPERTY OWNER shall not grant, convey, assign or provide any other leases, easements or rights with respect to the Leased Premises to any person or entity other than COMPANY for the purpose of or relating to converting and delivering wind energy into electricity, except as expressly provided in this Section 1.5. Additionally, PROPERTY OWNER shall not grant, convey, assign or provide any other leases, easements or rights with respect to the Premises that would unreasonably interfere with COMPANY'S physical development, construction or operation of the Wind Energy Facility. Subject to the limitations set forth in the previous sentences of this Section 1.5, it is agreed (i) that PROPERTY OWNER may seek to develop

one or more facilities related to converting and delivering wind energy into electricity on other lands owned by Bayroot and (ii) in connection with such other facilities, subject to COMPANY's prior written approval, which approval may not unreasonably be withheld or denied and provided that PROPERTY OWNER reimburses COMPANY for the cost of any repairs and/or damage caused by such use, PROPERTY OWNER and others under its authority (x) may utilize access roads and related rights of way which the COMPANY uses as part of the Leased Premises, so long as such use does not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility, and (y) may utilize all or a portion of any areas cleared for above ground power lines of COMPANY and expand the width of such cleared area, in order to place additional electric power lines in such areas and further may connect any such additional lines near the COMPANY's point of interconnection to the utility electrical network system, so long as such lines and interconnection would not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility, meet applicable engineering and safety requirements, and comply with applicable laws, commercially standard terms of COMPANY's interconnection and transmission contracts, and permit conditions binding on the COMPANY. Subject to COMPANY's prior reasonable approval, PROPERTY OWNER and others under its authority may seek modification of permit conditions applicable to the COMPANY to allow such additional lines and interconnection, and COMPANY agrees to cooperate in the seeking of such permit modifications, at PROPERTY OWNER's sole cost and expense and so long as such permit modifications would not unreasonably interfere with COMPANY's development, construction or operation of the Wind Energy Facility.

2. Permitted Uses of the Leased Premises by COMPANY.

2.1. Wind Resource and Other Evaluations. COMPANY shall have the right to install, relocate, maintain, and operate on the Leased Premises wind monitoring equipment, consisting of one or more meteorological towers and related guy wires, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate COMPANY's wind monitoring activities. COMPANY shall also have the right to use tethered balloons and conduct other meteorological studies, conduct soil and geologic studies, and take photographs upon and of the Leased Premises.

2.2. Wind Energy Facility Construction and Operation. COMPANY shall have the right to construct, reconstruct, maintain, replace, repair, use and operate the Wind Energy Facility. COMPANY shall have the right to select the size, type, manufacturer, and quantity of wind turbines as COMPANY determines in its sole discretion. Prior to any and all clearing of timber associated with these activities, COMPANY shall provide notice to PROPERTY OWNER of the location of all such timber to be cleared, the reason the clearing is required, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to meeting any permit conditions, clearing operations shall comply with Best Management Practices unless expressly exempted by permit. COMPANY must clearly mark with flagging in the field the boundaries of all such areas to be cleared prior to notice, or such notice is not valid. If less than 10 days' notice before the intended start date are provided by COMPANY to PROPERTY OWNER, or if PROPERTY OWNER fails to provide affirmative notice to COMPANY at least 10 days in advance of the intended start date of PROPERTY OWNER's intent to conduct the clearing operations itself, COMPANY shall be responsible for all such clearing, and all timber harvested shall be left on roadside log landings, with all boles to a minimum of 3" top diameter stacked with (a) hardwood, (b) spruce and fir, and (c) other softwood separated, and all topwood piled separately ("**Company Clearing Rules**"). This harvested timber remains the property of PROPERTY OWNER, who shall make good faith efforts to effect the removal of all such wood from the landing areas promptly. If PROPERTY OWNER provides affirmative notice to COMPANY at least 10 days in advance of the intended start date that PROPERTY OWNER intends to conduct the clearing operations itself, PROPERTY OWNER has the right to undertake such clearing operations, pursuant to permit conditions and COMPANY timetables. If COMPANY reasonably believes that PROPERTY OWNER is not performing as required by project permits or COMPANY timetables, it may require PROPERTY OWNER to cease work and allow COMPANY to complete the required clearing operations, and Company Clearing Rules apply.

3. Term. Subject to the provisions of Section 17 entitled Default and Termination:

3.1. Development Term. This Lease shall have an initial **Development Term** which shall commence at the Effective Date and continue up until the Operations Term (as defined below). This term shall be for a period of **one (1) year**.

- 3.2. Operations Term. This Lease shall have an Operations Term in regard to operating the Wind Energy Facility and calculating Operations Term Rental Payments to the PROPERTY OWNER. This Operations Term shall commence on the day the Wind Energy Facility (which shall include at least ten (10) operating Turbines on the Leased Premises) first produces and delivers electrical energy to the utility electrical network system or any other consumer or buyer (the “**Commercial Operations Date**”), and shall continue for a period of **twenty (20) years** from the Commercial Operations Date.
- 3.3. Extension of the Development Term. COMPANY shall have the right to extend the term of the Development Term for up to two (2) successive renewal terms of **one (1) year** each, subject to the following conditions:
- 3.3.1. For the first extension of the Development Term COMPANY shall demonstrate within one (1) year of the commencement of the Development Term to the reasonable satisfaction of the PROPERTY OWNER that (i) it has obtained or has submitted an application for a Site Location of Development Law permit (the “**Permit**”) as defined under Maine statute for the Wind Energy Facility and (ii) has obtained or has applied for any and all other necessary federal, state and local governmental approvals for operation of the Wind Energy Facility; alternatively, such extension may be granted by PROPERTY OWNER acting in its sole discretion; and
- 3.3.2. For the second extension of the Development Term COMPANY shall demonstrate within two (2) years of the commencement of the Development Term to the reasonable satisfaction of the PROPERTY OWNER that circumstances beyond the COMPANY’s control warrant an extension of the Development Term. Such circumstances would include, but are not limited to, delayed extension of the Federal Production Tax Credit for wind, and/or delays in the obtaining any one or more final and effective permits required pursuant to the Permit or otherwise and notwithstanding commercially reasonable efforts of the COMPANY to obtain such final and effective permits.
- 3.3.3. In order for the COMPANY to exercise a right to extend the Development Term (subject to fulfillment of conditions) it must give PROPERTY OWNER written notice at least thirty (30) days prior to the then date of expiration of the Development Term.
- 3.3.4. If the Operations Term does not commence by four (4) years from the Effective Date, this Lease shall automatically terminate, unless otherwise agreed in writing by the

PROPERTY OWNER and THE COMPANY, with the PROPERTY OWNER having sole discretion whether to agree otherwise.

3.3.5. Notwithstanding the above, the Development Term is automatically extended upon “Start of Construction” (defined below), and shall continue until the start of the Operations Term, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] “Start of Construction” means when the COMPANY having received all required permit for construction of the Wind Energy Facility begins any material site work or construction work in accordance with said permits, such as road construction, foundation construction, or utility line trenching, on the PROPERTY OWNER’s Premises. Company must also have paid to Property Owner before Start of Construction the one time “per acre” payment required by the last sentence of the introductory paragraph in Section 4.

3.4. Extension of Operations Term. COMPANY may extend the Operations Term, upon terms and conditions substantially similar to this Lease for one successive renewal term of ten (10) years (the “Extension Period”), provided that the terms and conditions of the Extension Period shall be no less favorable to the PROPERTY OWNER than the terms and conditions in effect in year 20 of the Operations Term, without the written consent of the PROPERTY OWNER. COMPANY may so extend this Lease for the Extension Period by giving PROPERTY OWNER written notice at least twelve (12) months prior to the date of expiration of the Operations Term. The Operations Term, as it may be extended by the Extension Period, shall be referred to herein as the “Operations Term.”

4. Rent

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Additional Rights of COMPANY

5.1. Existing Rights of Way and Easements. The Leased Premises shall include the right to use on a non-exclusive basis all existing rights of way and easements upon or serving the Premises, subject to the terms of each instrument granting the same. COMPANY agrees not to do or cause to be done any damage or material interference with the rights and interests of the PROPERTY OWNER or other holders of said rights of way and easements. PROPERTY OWNER agrees to perform its obligations under the instruments granting such rights of way and easements in a commercially reasonable manner so as to prevent any material interference with the use rights or interests of COMPANY under this Lease.

- 5.2. Title Report. The PROPERTY OWNER grants the COMPANY the right to obtain at COMPANY's expense a current title report relating to the Premises to determine the condition of PROPERTY OWNER's title to the Premises and its rights and the rights of others, including COMPANY under this Lease, in and to all of the recorded rights of way and easements benefiting or encumbering the Premises. PROPERTY OWNER covenants that it is fee owner of the Premises and that it has full authority to enter into and execute this Lease, subject to entry by the COMPANY into a subordination, nondisturbance and attornment agreement with the mortgage lender of PROPERTY OWNER, as provided in Section 12.3
- 5.3. Litigation Disclosure. If PROPERTY OWNER learns of any material litigation or administrative action proposed, threatened or instituted with respect to the Premises prior to or following the Effective Date, PROPERTY OWNER shall promptly deliver notice thereof to the COMPANY. COMPANY shall have the option, but not the obligation, at its cost and expense, to participate in such litigation.

6. Rights of PROPERTY OWNER

- 6.1. Rights Reserved by PROPERTY OWNER. PROPERTY OWNER reserves the right to use the Leased Premises for any purpose now existing or hereafter arising, due to construction by the PROPERTY OWNER, or otherwise, , including but not limited to those rights specifically reserved in Section 1.6, so long as such use of the Leased Premises by the PROPERTY OWNER's use (and use of others authorized by PROPERTY OWNER) would not unreasonably interfere with COMPANY's physical development, construction or operation of the Wind Energy Facility.
- 6.2. Audit Rights. PROPERTY OWNER shall have the right at PROPERTY OWNER's expense to request an audit of COMPANY's records of the Leased Premises and the Wind Energy Facility, at reasonable times and in a reasonable manner, for the purpose of evaluating/verifying COMPANY's Operations Term Rent to PROPERTY OWNER. PROPERTY OWNER'S auditor shall have the right to view such information as is relevant and necessary for such audit including but not limited to contracts for purchase or sale of electric power, electric power invoices and statements, checks and receipts from sale of electric power, and actual results of electric power generation, including available charts, graphs, and computer data files.

PROPERTY OWNER shall provide to COMPANY a copy of the audit results certified by the auditor. Such audit right for the purpose of evaluating/verifying COMPANY'S Operations Term Rent to PROPERTY OWNER may be exercised only once in any twelve (12) month period and not within ninety (90) days after the end of the calendar year. COMPANY shall have the right, within thirty (30) days after receipt of the certified audit results, to contest the audit results. If COMPANY does not exercise its right to contest the audit results within such thirty (30) day period, COMPANY shall be deemed to have waived its right to dispute the audit results and shall make any underpayments revealed by the audit within forty-five (45) days after its initial receipt of the audit results. If COMPANY does contest the audit results, COMPANY shall have no obligation to make any payments unless and until PROPERTY OWNER and COMPANY agree upon the audit findings. Any disputes under this section shall be submitted to mediation and/or arbitration pursuant to Section 26 below. COMPANY shall reimburse PROPERTY OWNER for the audit expenses should such audit reveal an underpayment to PROPERTY OWNER of at least one-half percent (0.5%) of all payments due over a twelve (12) month period. COMPANY has the right to retain all information used for audit purposes and is under no obligation to provide said information to PROPERTY OWNER, unless and until the issue is submitted to mediation and/or arbitration, at which point all relevant materials must be shared with PROPERTY OWNER in so far as it does not breach confidentiality agreements between COMPANY and other parties.

7. Duties and Obligations of COMPANY. COMPANY promises, represents and warrants to PROPERTY OWNER as follows:

7.1. Compliance with Law. COMPANY shall obtain and pay for all required permits and studies with respect to construction and operation of the Wind Energy Facility. COMPANY shall at all times comply with all laws, rules, ordinances, orders, statutes, and regulations applicable to COMPANY'S operations on and use of the Leased Premises. COMPANY reserves the right to contest the applicability of any law at no cost to PROPERTY OWNER. All costs or penalties resulting from non-compliance with the same shall be borne by COMPANY.

7.2. Mechanic's Liens. COMPANY shall keep the Leased Premises free and clear of any mechanic's liens and other liens for supplies, equipment, materials, services and labor purchased by COMPANY, except that the COMPANY reserves the right to contest any such lien at no cost to PROPERTY OWNER. COMPANY will post a bond or escrow sufficient

proceeds to cover the cost of removing the lien if COMPANY intends to or does contest the lien.

7.3. Taxes and Utilities. COMPANY shall pay when due all real and personal property taxes attributable to the Wind Energy Facility on the Leased Premises, as such taxes are determined in accordance with Section 8.6. COMPANY shall provide a copy of any payment in lieu of tax agreement, and any amendments thereto, to the PROPERTY OWNER within 30 days of entering into the same with a taxing authority. COMPANY is not required to pay increases in taxes due to improvements made by PROPERTY OWNER, excepting improvements made by PROPERTY OWNER at the request of COMPANY and for COMPANY's primary benefit. COMPANY shall also pay when due all charges for electricity, water, gas, telecommunications and other utility services used by COMPANY on the Leased Premises. COMPANY shall pay both seller and purchaser portion of any and all Maine real estate transfer taxes when due.

7.3.1. Tree Growth Tax Classification. COMPANY shall be responsible for and shall reimburse PROPERTY OWNER for any penalties for withdrawal of any or all of the Leased Premises and/or the Premises or any portion thereof from Maine Tree Growth Tax Law or any similar tax classification arising from this Lease and from COMPANY's activities under this Lease. COMPANY will reimburse PROPERTY OWNER for any additional taxes or assessments or increase in taxes or assessments that are imposed for tax years during the term of this Lease solely due to such withdrawal. COMPANY shall reimburse PROPERTY OWNER within 30 days of receiving any such reimbursement request from PROPERTY OWNER, except that each and every aforesaid withdrawal penalty assessed by a municipal or state tax authority shall be paid to the appropriate municipal or state tax assessor directly by the COMPANY on or before the tax payment due date upon presentation of the tax bill for the same to the COMPANY by the PROPERTY OWNER or funds to pay the same provided to the PROPERTY OWNER by the COMPANY before the payment due date. This Subsection 7.3.1 shall apply only provided that the Premises and the Leased Premises were subject to Maine Tree Growth Tax classification at the time of the Effective Date of this Lease. This obligation of COMPANY shall survive termination of this Lease.

- 7.4. Hazardous Substances. COMPANY shall not store, use, dispose of or release or cause or permit to be stored, used, disposed of or released on or under the Leased Premises or Premises during the term of this Lease any “toxic substance”, “hazardous material”, “hazardous substance” or “solid waste” as defined in any applicable federal, state, county or municipal laws and regulations, except in such amounts as (a) may be needed to construct, operate, maintain, and decommission the Wind Energy Facility and (b) are in compliance, in all material respects, with all applicable laws and regulations. COMPANY shall promptly notify PROPERTY OWNER orally (within three business days) and in writing (within seven business days) in the event any action or claim is brought against COMPANY in connection with the foregoing.
- 7.5. Maintenance of Wind Energy Facility. The COMPANY shall keep the Wind Energy Facility in good condition and repair at no cost to the PROPERTY OWNER, abiding by all applicable laws and regulations of all governmental agencies in this regard. COMPANY shall be responsible for the disposal of all trash and waste generated by the COMPANY’s use of the Leased Premises at no cost to the PROPERTY OWNER.
- 7.6. Excavations Filled In. In every location where COMPANY excavates during the construction of the Wind Energy Facility, it shall promptly (a) fill any holes with material substantially the same as was excavated, (b) restore an appropriate grade and (c) re-seed with native grass or as otherwise specified by permit condition. COMPANY will remove any topsoil left over unless prior to its removal PROPERTY OWNER requests in writing that it be left on site for PROPERTY OWNER’s use, or as required by applicable laws and regulations.
- 7.7. Surrender of Possession and Restoration of Leased Premises. COMPANY agrees to quietly surrender and return the Leased Premises to PROPERTY OWNER on termination of this Lease. COMPANY agrees to remove within nine (9) months after expiration of the term or termination all footings, concrete pads, anchors, guy wires, fences, towers and other fixtures (up to three feet underground) that are part of the Wind Energy Facility, to cover or fill all holes, trenches and other excavations made by COMPANY, and to replace any topsoil that was removed in putting up wind monitoring equipment and wind turbines and re-seed to the extent allowed by applicable permitting with native grass. COMPANY shall have no obligation to remove any fixture or part thereof located more than three feet underground. COMPANY shall have no obligation to remove any access roads constructed by COMPANY. Subject to COMPANY agreeing to indemnification and insurance provisions comparable to Section 11

hereunder, and to COMPANY's (a) following all applicable laws, regulations, and permit conditions, and (b) obtaining all necessary state and federal permits and approvals, Property Owner shall license the Company to enter the Premises for such purpose during such removal period.

7.8. Decommissioning Fund. COMPANY shall submit a decommissioning plan in its application to the Maine Land Use Regulation Commission (LURC), and shall comply with LURC's permit conditions regarding decommissioning of the Wind Energy Facility. The Company is liable for any and all costs of removal under Section 7.7, whether or not they are fully provided for by the Company's decommissioning plan or the LURC permit conditions. In the event Company cannot or does not comply in full with the requirements of Section 7.7, then Property Owner, may remove and dispose of such wind turbines and improvements from the Premises without notice and without liability to Company for any damage to removed equipment, and the Company shall on request promptly reimburse Property Owner for all of its removal expenses. Liabilities of Company under Sections 7.7 and 7.8 shall survive the termination or expiration of this Lease.

7.9. Specifications. COMPANY shall provide PROPERTY OWNER copies of relevant drawings of the Wind Energy Facility for the purpose of identifying the locations of COMPANY's equipment on the Leased Premises.

8. Duties and Obligations of PROPERTY OWNER. PROPERTY OWNER promises, represents and warrants to COMPANY as follows:

8.1. Title to Leased Premises. COMPANY shall satisfy itself as to PROPERTY OWNER's title to Premises and Leased Premises by obtaining its own title report or title insurance prior to the execution of this Lease. PROPERTY OWNER and each person signing the Lease on behalf of PROPERTY OWNER have the full and unrestricted power and authority to execute and deliver this Lease and grant the easements and rights herein granted. The execution and delivery of this Lease will not violate any agreement or other obligation by which PROPERTY OWNER is bound, subject to agreement of its existing mortgage lender as to this Lease and all related agreements between PROPERTY OWNER and COMPANY and/or other persons or entities and compliance with Section 12.3.

8.2 [REDACTED]

8.3 Quiet Enjoyment; No Material Interference. As long as COMPANY is not currently in default under this Lease beyond the expiration of any applicable notice and/or cure period, COMPANY shall have the quiet use and enjoyment of the Leased Premises in accordance with the terms of this Lease. PROPERTY OWNER will not use the Leased Premises or the Premises in a way which would unreasonably interfere with COMPANY's development, construction, or operation of the Wind Energy Facility. In accordance with the terms and conditions set forth in Section 1.6, PROPERTY OWNER may carry out activities on the Leased Premises and/or Premises regarding another wind energy facility on other lands of Bayroot. PROPERTY OWNER will not use the Leased Premises or Premises in any way that would (i) impede or decrease the wind energy reaching the Leased Premises, and/or (ii) interfere with the wind speed or direction across the Leased Premises. PROPERTY OWNER will not take or permit its agents to take any actions that would interfere with the use of or damage COMPANY's underground power lines. PROPERTY OWNER will not assign or encumber the Leased Premises (except as authorized by Sections 12.2 and 12.3) without COMPANY's prior written consent. PROPERTY OWNER will not grant any license, easement or other right with respect to the Leased Premises, which would unreasonably interfere with COMPANY's operation of the Wind Energy Facility, without COMPANY's consent. Notwithstanding anything to the contrary herein, PROPERTY

OWNER, without prior written consent from COMPANY, will neither build nor permit to be built on the Premises any obstruction over one hundred feet (100') in height within two thousand feet (2,000') in any direction of any wind turbine built on the Leased Premises.

8.4 Hazardous Substances. To PROPERTY OWNER's knowledge no "toxic substance", "hazardous material", "hazardous substance" or "solid waste" as defined in any federal, state, county or municipal law or regulation has been stored, used, disposed of or released on or under the Leased Premises or Premises by the PROPERTY OWNER before the Effective Date of this Lease, except in such amounts as may have been needed in agricultural or forest management use and in full compliance with all applicable laws and regulations. PROPERTY OWNER shall not store, use, dispose of or release or cause or permit to be stored, used, disposed of or released on or under the Leased Premises or Premises during the term of this Lease any "toxic substance", "hazardous material", "hazardous substance" or "solid waste" as defined in any federal, state, county or municipal laws and regulations, except in such amounts as may be needed in agricultural or forest management use and in compliance with all applicable laws and regulations. PROPERTY OWNER shall promptly notify COMPANY orally (within three business days) and in writing (within seven business days) in the event any action or claim is brought against PROPERTY OWNER concerning the Premises or the Leased Premises in connection with the foregoing. COMPANY shall have the option, but not the obligation, at its cost and expense, to participate in litigation regarding any such action or claim.

8.5 Mortgage Payments; Mechanic's Liens. PROPERTY OWNER agrees to pay, when due, any and all mortgage obligations of PROPERTY OWNER in regard to the Leased Premises and the Premises. COMPANY has the right, but is not obliged, to pay any such obligations which PROPERTY OWNER fails to pay, and to deduct that amount from payments which otherwise would have been made to PROPERTY OWNER under this Lease. PROPERTY OWNER shall keep the Leased Premises at all times free and clear of any mechanic's liens and other liens for labor, services, supplies, equipment or materials purchased by PROPERTY OWNER, except that PROPERTY OWNER reserves the right to contest any such lien at no cost to COMPANY. PROPERTY OWNER will post bond or escrow sufficient proceeds to cover the cost of removing the lien if PROPERTY OWNER intends to or does contest the lien.

8.6 Property Taxes. PROPERTY OWNER shall pay when due, all real property taxes and assessments on the Leased Premises and the Premises, excluding those taxes and assessments attributable to the Wind Energy Facility, which Company shall pay as detailed in Section 7.3 and Section 7.3.1. COMPANY has the right, but is not obliged, to pay any such obligations which PROPERTY OWNER has failed to pay, and to deduct that amount from payments which otherwise would have been made to PROPERTY OWNER under this Lease. PROPERTY OWNER agrees to cooperate with COMPANY in proposing to the local tax assessor that the Wind Energy Facility be assessed separately as a suffix to PROPERTY OWNER's tax parcel with COMPANY being solely liable for payment of any and all taxes levied on the Wind Energy Facility. In the event such a proposal is denied and taxes related to the Wind Energy Facility are levied in the name of PROPERTY OWNER, COMPANY agrees to promptly reimburse PROPERTY OWNER for that portion of taxes levied on the Wind Energy Facility, along with any penalties or interest due because of late payment on the part of COMPANY. Alternatively, COMPANY shall have the right to pay any taxes levied on the Wind Energy Facility directly to the taxing authority. PROPERTY OWNER agrees to provide COMPANY prompt written notice of the amounts that are due. It is agreed that PROPERTY OWNER and COMPANY retain the right to contest, at their respective cost and expense, the amount or legal validity of any taxes, assessments or other charges for which each is responsible under this Lease, and may take whatever action they consider appropriate.

8.7 Cooperation. PROPERTY OWNER agrees to promptly sign and execute all applications and related documents (which documents do not constitute a sale, assignment, mortgage, transfer or grant of subleases of any or all of COMPANY's rights and interests under this Lease requiring written consent of the PROPERTY OWNER under Section 12.3) when requested by COMPANY so that COMPANY may obtain land use permits, building permits, environmental impact reviews or any other approvals necessary for the construction, operation or financing of the Wind Energy Facility. PROPERTY OWNER agrees that, within twenty (20) days after receipt of written notice request by COMPANY, PROPERTY OWNER shall: (i) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as COMPANY shall deem necessary or desirable for its development and use of the Leased Premises; (ii) join with COMPANY in requesting any and all zoning changes or other land use permits and/or approvals necessary or desirable for COMPANY's development and use of the Leased Premises as contemplated by this Lease; (iii) join in any necessary or desirable nondisturbance,

subordination and attornment agreements contemplated by Sections 12 and 13 and meeting the terms thereof as to PROPERTY OWNER requirements, in order to assist the COMPANY with obtaining or maintaining project financing; (iv) join with the COMPANY in contesting any real property tax or assessment applicable to the Leased Premises and/or the Wind Energy Facility; and (v) execute and deliver such other documents (including without limitation such modifications to this Lease as may be necessary or desirable for COMPANY to benefit from any governmental or private grants, credits or other benefits associated with COMPANY's business or at the request of any mortgagee) so long as such modifications do not adversely affect PROPERTY OWNER in PROPERTY OWNER's sole and reasonable estimation. All costs incurred in regard to the activities under this Section 8.6 will be paid by COMPANY. COMPANY shall use reasonable efforts to keep PROPERTY OWNER notified of the progress of the major development and operating activities and any impending activities that would require the cooperation of both parties as described in this Section 8.7.

8.8 To the knowledge of PROPERTY OWNER, PROPERTY OWNER has complied in all material respects with all environmental laws applicable to the Leased Premises, and no action, suit, proceeding, hearing investigation, complaint, claim, demand or notice has been filed, commenced or, to the knowledge of PROPERTY OWNER, threatened against PROPERTY OWNER alleging the failure to comply with any such applicable environmental law. PROPERTY OWNER does not have any knowledge of any condition, fact or circumstance that would reasonably be expected to result in the imposition of liabilities under any applicable environmental laws at the Leased Premises.

9 Waived Right to Object. PROPERTY OWNER acknowledges that certain aspects inherent to the operation of the Wind Energy Facility may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. COMPANY will attempt to minimize any impacts to PROPERTY OWNER in part by taking every reasonable measure to meet or exceed standard U.S. wind industry practices in designing the Wind Energy Facility, and abiding by all regulations pertaining to the permitting and design of the Wind Energy Facility. PROPERTY OWNER understands and has been informed by COMPANY that the Wind Energy Facility on the Leased Premises may result in some nuisance, and hereby accepts such nuisance and waives its right to object to such nuisance.

10 Access to Leased Premises

10.1 Third-Party Access. PROPERTY OWNER and COMPANY shall each have the right to authorize access of third parties upon the Leased Premises without permission from the other, provided that no material inconvenience is caused to the other. COMPANY may authorize third party access for the purposes of this Lease. PROPERTY OWNER and COMPANY shall each have the right to prevent and control access of third parties to the Leased Premises, unless either PROPERTY OWNER or COMPANY has authorized the third parties.

10.2 Safety. PROPERTY OWNER understands and has been informed that certain safety hazards may exist due to COMPANY's equipment being installed on the Leased Premises. PROPERTY OWNER agrees to take appropriate precautions on and around the Leased Premises (including without limitation avoiding the Leased Premises) during certain hazardous conditions that may impose a safety hazard to PROPERTY OWNER and its agents, employees and permittees. Such hazardous conditions include, but are not limited to, lightning storms, high wind conditions, icing, and construction and maintenance activities relating to COMPANY's equipment. High wind conditions are present where sustained wind at a specific wind turbine meets or exceeds that wind turbine's maximum rated operating wind speed (the "cut-out" wind). High wind conditions can be visually observed during periods of excessive wind and where the turbine rotor is not rotating. Icing conditions are present where specific weather conditions promote the accretion of rime or glaze ice on stationary or rotating components of the wind turbine, and where shedding of such ice may pose a safety hazard to individuals present within a certain distance from the turbine. COMPANY shall provide PROPERTY OWNER an assessment of the icing hazards and risks specific to the Wind Energy Facility and Premises, and, if deemed necessary, establish a control or notification protocol. During such hazardous conditions it is advised that PROPERTY OWNER take appropriate precautions within a five hundred foot (500') radius of the wind turbine. In addition, PROPERTY OWNER and its agents, employees and permittees shall not approach within a five hundred foot (500') radius of a wind turbine during Wind Energy Facility major construction or maintenance activities without prior approval from COMPANY. COMPANY shall provide prior notification as soon as practical to PROPERTY OWNER of the start and end dates of such major activities.

10.3 Public Use Restrictions. COMPANY recognizes that public access may be generally permitted on the Premises and Leased Premises. COMPANY may restrict public access within a five hundred foot (500') radius of the wind turbines. In icing conditions the Company may request that this five hundred foot (500') radius be extended to one thousand feet (1,000'). Upon this election, COMPANY shall post appropriate signage indicating this restriction. COMPANY will be responsible for all costs associated with this public use restriction, including tax payments described in and consistent with Section 7.3 above. COMPANY reserves the right to revise and amend this Section 10.3 provided that it (a) complies with the applicable regulations imposed by permitting and taxing authorities and (b) obtains prior written consent of PROPERTY OWNER, such consent not to be withheld unreasonably.

11 Indemnification Provisions and Insurance

11.1 Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and such party's mortgagees, officers, directors, employees and agents (the "Indemnified Party") against any and all liabilities, claims, losses, damages (subject to the limitations of Section 24), or expenses of any type or kind, including reasonable attorneys' fees, resulting from or arising out of (i) any breach of the terms and conditions of this Lease by the Indemnifying Party, its employees, agents or permittees, (ii) any operations of the Indemnifying Party, its employees, agents or permittees on the Leased Premises or the Premises; (iii) any misrepresentation by the Indemnifying Party in this Lease; (iv) any negligent act or negligent failure to act on the part of the Indemnifying Party, its employees, agents or permittees. This indemnification shall survive the expiration or earlier termination of this Lease. This indemnification shall not apply to liabilities, claims, losses, damages or expenses of any type or kind caused by any negligent or deliberate act or omission on the part of the Indemnified Party or its employees, agents or permittees.

11.2 Insurance. At all times during the terms of this Lease, COMPANY shall maintain and pay for liability insurance covering all risks arising directly or indirectly out of COMPANY's activities on the Leased Premises or the Premises and shall name PROPERTY OWNER as an additional insured. Such coverage shall include an annual limitation of One Million Dollars (\$1,000,000) per occurrence for bodily and property damage claims, and an annual limitation of Two Million Dollars (\$2,000,000) for general aggregate claims. Precedent to the Start of Construction, the annual limitation for general aggregate claims shall be Five Million Dollars

(\$5,000,000). COMPANY shall agree that during the term of this Lease it will maintain appropriate and reasonable insurance coverage with rates commensurate with industry standards should such standards be different from those described in this Section 11.2.

12 Assignments

12.1 COMPANY. COMPANY shall at all times have the right to sell, assign, mortgage, transfer or grant subleases of any or all of its rights and interests under this Lease with PROPERTY OWNER's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the term of any such transfer shall not extend beyond the term of this Lease and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Lease. No such sale, assignment, transfer, or sublease shall relieve COMPANY of its obligations under this Lease, unless COMPANY assigns its entire interest hereunder (including the Decommissioning Fund) and the assignee assumes all obligations of COMPANY hereunder, in which event COMPANY shall have no continuing liability, except as to previously incurred indemnification obligations. The burdens of the leasehold rights granted in this Lease to the COMPANY shall run with and against the Leased Premises and, to the extent applicable under this Lease, with and against the Premises and shall be a burden thereon for the length of the Lease and shall be binding upon and against PROPERTY OWNER and its successors, assigns, permittees, licensees, employees, and agents. The leasehold rights granted to the COMPANY by this Lease shall inure to the benefit of COMPANY and, subject to the terms of this Lease, to its successors, assigns, permittees, licensees, employees and agents. COMPANY shall give written notice to PROPERTY OWNER of any assignment including the name, address, and phone number of the party receiving the assignment. Furthermore, COMPANY shall designate one party as the sole party to which PROPERTY OWNER shall make all notifications (hereinafter called the "Designated Party"), and it shall be the responsibility of the COMPANY to notify PROPERTY OWNER of any changes to the identity of or contact information for this Designated Party. Within five (5) business days, the Designated Party will convey each such notice to each and every party holding any portion of COMPANY's initial interests under this Lease.

12.2 PROPERTY OWNER. PROPERTY OWNER shall continue to have the right to sell, mortgage or transfer the Premises and the Leased Premises and/or assign its rights under this Lease. No such sale, mortgage, assignment, or transfer shall relieve PROPERTY OWNER of its obligations under this Lease, unless PROPERTY OWNER assigns its entire interest

hereunder and the assignee becomes the owner of the legal rights requisite to fulfill, and does assume, all obligations of PROPERTY OWNER hereunder, in which event PROPERTY OWNER shall have no continuing liability. PROPERTY OWNER may retain the right to receive payments under this Lease in whole or in part after the sale or transfer of the Premises or Leased Premises; provided, however, that in such case PROPERTY OWNER shall fully remain liable for all of PROPERTY OWNER's obligations under this Lease. PROPERTY OWNER shall give written notice to the Designated Party of any assignment or transfer, including the name, address, and phone number of the party receiving the assignment and the extent of any such assignment or transfer.

[REDACTED]

12.4 Further Assurances. Each of the parties to this Lease agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be necessary or desirable to fully effectuate each and all of the purposes and intent of this Lease, including consents to any assignments, pledges or transfers permitted under Sections 12.2 and 12.3 and reasonable amendments hereto as may be required by any Lender (as defined in Section 13.1) or required in connection with the transfer by COMPANY of the rights granted hereunder to one or more entities, including encumbrance of the Leased Premises by the

COMPANY as contemplated by Section 13. PROPERTY OWNER expressly agrees that it shall from time to time enter into reasonable non-disturbance agreements with any Lender which requests such an agreement providing that PROPERTY OWNER shall recognize the rights of the Lender and not disturb its possession of the Leased Premises so long as COMPANY is not in default of any of the provisions of this Lease. Any such agreement shall contain provisions identical or similar to those described in Section 13.2 hereof. PROPERTY OWNER and COMPANY further agree that they shall, at any time and from time to time during the term of this Lease within fifteen (15) days of a written request by the other party, execute, acknowledge and deliver to the requesting party an estoppel certificate certifying to the other party and/or to any third party specified by the other party that this Lease is unmodified and in full force and effect (or modified and stating the modifications). The estoppel certificate shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing (or that defaults exist and the nature of such defaults).

13 Encumbrance of Leased Premises; Required Notices to Lenders

13.1 Right to Encumber. COMPANY shall have the right at any time to mortgage to any entity (herein, a “Lender”) all or any part of COMPANY’s interest under this Lease and the rights created by this Lease, subject to the written consent of PROPERTY OWNER under Section 12.1.

13.2 Covenants for Lenders’ Benefit. Should COMPANY mortgage any of its interest as provided in Section 12.1 and 13.1 above, COMPANY and PROPERTY OWNER expressly stipulate and agree between themselves and for the benefit of any Lenders as follows:

13.2.1 They shall not mutually alter or mutually cancel this Lease without the prior written consent of any and all Lenders, which consent shall not be unreasonably withheld or delayed.

13.2.2 Each Lender shall have the right to do any act or thing required to be performed by COMPANY under this Lease, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Lease and/or a forfeiture of any of COMPANY’s rights under this Lease as if done by COMPANY itself.

13.2.3 No default which requires the giving of notice to COMPANY shall be effective unless a like notice is given to the Designated Party (as that term is defined in Section 12.1). If PROPERTY OWNER shall become entitled to terminate this Lease due to an uncured default by COMPANY, PROPERTY OWNER shall not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to the Designated Party and has then waited at least thirty-five (35) days to allow any Lender (noticed by the Designated Party, pursuant to Section 12.1) to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty-five (35) day period a Lender notifies PROPERTY OWNER that it must foreclose on COMPANY's interest or otherwise take possession of COMPANY's interest under this Lease in order to cure the default, PROPERTY OWNER shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire COMPANY's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by COMPANY, provided that such Lender agrees to compensate PROPERTY OWNER for any such delay by making the payments required hereunder to PROPERTY OWNER during any such period of delay.

13.2.4 In case of the termination of this Lease as a result of any default or the insolvency, bankruptcy or appointment of a receiver in bankruptcy for COMPANY, PROPERTY OWNER shall give prompt notice to the Designated Party. PROPERTY OWNER shall, upon written request of the first priority Lender (as reported to PROPERTY OWNER by Designated Party), made within forty-five (45) days after notice to the Designated Party, enter into a new lease agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination of this Lease, upon the prevailing terms, covenants, conditions and agreements contained in this Lease. Upon the execution of any such new lease agreement, the Lender shall (i) pay PROPERTY OWNER any amounts which are due PROPERTY OWNER from COMPANY, (ii) pay PROPERTY OWNER any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by COMPANY to the

extent that COMPANY failed to perform the same prior to the execution and delivery of the new lease agreement.

13.3 Any notices by PROPERTY OWNER for the benefit of any and all Lenders as described in this Section 13 shall be made by the PROPERTY OWNER to the Designated Party. Within five (5) business days, the Designated Party will convey such notice to each and every Lender. Also, within ten (10) days of receipt of a written request from the PROPERTY OWNER, the Designated Party shall provide PROPERTY OWNER with a current and complete list of Lenders, with designation of the first priority Lender, upon which PROPERTY OWNER may rely for the purposes of Section 13.2.

14 Notices. All notices or other communications required or permitted by this Lease, including payments to PROPERTY OWNER, notices to the Designated Party and changes to the following addresses, shall be in writing and shall be deemed given when (i) personally delivered to PROPERTY OWNER, COMPANY or the Designated Party (ii) five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, (iii) one day after deposit with a nationally recognized overnight delivery service. The following addresses shall be used for the foregoing purposes.

If to PROPERTY OWNER:
Bayroot LLC
c/o Wagner Forest Management, Ltd
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

with a copy to PROPERTY OWNER'S counsel:
Karen A. Huber, Esq.
Eaton Peabody
P.O. Box 1210, 80 Exchange Street
Bangor, ME 04402-1210

If to COMPANY:
Highland Wind LLC
c/o Wagner Energy LLC
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

with a copy to Angus S. King, Jr.
COMPANY'S Bernstein Shur
counsel: 100 Middle Street, P.O. Box 9729
Portland, Maine 04104.
If to Designated Record Hill Wind LLC
Party: c/o Wagner Energy LLC
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768
with a copy to Angus S. King, Jr.
Designated Party's Bernstein Shur
counsel: 100 Middle Street, P.O. Box 9729
Portland, Maine 04104

or such address as PROPERTY OWNER, COMPANY, Designated Party, and/or the counsel of each may from time to time specify by giving written notice to the other parties.

15 Condemnation Provisions

15.1 Termination of Lease. If all of the Leased Premises is taken by condemnation, or is purchased by any government agency or governmental body exercising the power of eminent domain, or should a partial taking render the remaining portion of the Leased Premises substantially unusable for COMPANY's permitted uses, determined in COMPANY'S reasonable discretion, then this Lease shall terminate upon the vesting of title or taking of possession. If the taking is partial, the COMPANY shall have the option of terminating this Lease or continuing this Lease with the payments to PROPERTY OWNER being recalculated to the mutual agreement of the parties hereto to reflect the taking.

15.2 Awards and Damages. All payments made on account of any taking by eminent domain shall be made to PROPERTY OWNER, except that COMPANY shall be entitled to any portions of said award made for the reasonable removal and relocation costs of any removable Wind Energy Facility property that COMPANY has the right to remove, and for the loss and damage to any such Wind Energy Facility property that COMPANY elects or is required not to remove, and for the loss of use of the Leased Premises by COMPANY. It is agreed that COMPANY shall

have the right to participate in any settlement or court proceedings. If the parties do not agree upon a division of such payment(s), it shall be set by mediation and arbitration, pursuant to Section 26. In no event shall the PROPERTY OWNER be liable to COMPANY for any amounts in excess of the payment(s) received, less PROPERTY OWNER's reasonable legal and other expenses incurred in association with said taking.

16 Abandonment Provisions. Any improvements constructed or placed on the Leased Premises by COMPANY permitted by this Lease shall be owned and remain the sole property of COMPANY. In the event that some of the wind turbines are not running and generating electrical power for a period of twelve (12) consecutive months, those wind turbines and improvements shall be considered abandoned unless the cause of the non-operation of the wind turbine is beyond COMPANY's reasonable control, and COMPANY shall remove them from the Leased Premises in accordance with Section 7. above. In the event COMPANY cannot remove said abandoned turbines, PROPERTY OWNER may remove such wind turbines and improvements from the Leased Premises without notice and without liability for damage at COMPANY's sole expense. Notwithstanding the foregoing, no property shall be considered abandoned during any period during which COMPANY is making current payments to PROPERTY OWNER with respect thereto under Section 4 hereof.

17 Default and Termination.

17.1 If an event of default occurs and remains uncorrected, the non-defaulting party shall have the right, subject to Section 13 above, to terminate this Lease without prejudice to any other rights and remedies under this Lease. Each of the following shall constitute an event of default:

17.1.1 Either party fails to pay amounts required to be paid by this Lease when due, and such failure or omission has continued for thirty (30) days after written notice from the other party; or

17.1.2 Either party fails in any material respect to perform or comply with any of the other terms, duties, obligations or conditions of this Lease and such failure or omission has continued for thirty (30) days (or such longer period as may be reasonably required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

- 17.1.3 A party makes a general assignment for the benefit of creditors, files for protection or liquidation under the bankruptcy or other similar laws of the United States or any other jurisdiction or has a involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.
- 17.2 Termination by COMPANY. COMPANY may terminate this Lease at any time by giving PROPERTY OWNER at least ninety (90) days notice (one hundred eighty (180) days notice after the Commercial Operations Date) and paying all payments due through the date of termination. PROPERTY OWNER shall be entitled to retain all payments made to the date of termination. In accordance with Section 7, COMPANY shall remove the Wind Energy Facility and related equipment.
- 17.3 Casualty. If all of the Leased Premises is destroyed or damaged by a casualty event (i.e., fire, flood or earthquake) or if a portion of the Leased Premises is so destroyed or damaged such as to render the Leased Premises substantially unusable for COMPANY'S permitted uses, determined in COMPANY'S sole discretion in the event of total loss and in it's reasonable discretion in the event of partial loss, then COMPANY shall have the right, upon thirty (30) days prior notice to PROPERTY OWNER, to terminate this Lease and any rent payments due to PROPERTY OWNER shall be prorated accordingly.
- 18 Force Majeure - Delays. If PROPERTY OWNER or COMPANY are prevented from performing any act required by this Lease due to any acts of God, strike, lock-out, labor trouble, restrictive governmental laws or regulations (not in existence upon the Effective Date of this Lease), or for any other reason beyond the control of the party required to perform the act, the time for the performance of the act shall be extended for a period equivalent to the period of delay.
- 19 Notice of Termination. In the event of termination of this Lease, COMPANY shall properly execute, acknowledge and deliver to PROPERTY OWNER within thirty (30) days of request thereof, a Notice of Termination or any other such instrument or document as may be necessary or desirable in order to remove the Lease from PROPERTY OWNER's title. The promise of COMPANY to properly execute and deliver said Notice of Termination and/or any other document

is a material consideration to entering into this Lease and shall survive the termination of this Lease.

- 20 No Waiver. No waiver of any right under this Lease shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provisions of this Lease. The waiver of time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.
- 21 Time of Essence. Time is of the essence in regard to this Lease and to all the terms, conditions, promises, representations, warrants, duties, obligations, and agreements contained in this Lease.
- 22 Construction of Lease
- 22.1 Governing Law. The terms and provisions of this Lease shall be interpreted and enforced in accordance with the laws of the State of Maine applicable to contracts made and to be performed wholly within such State and without reference to the choice of law principles of the State of Maine or any other state.
- 22.2 Interpretation. The parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.
- 22.3 Partial Invalidity. If any term, provision, condition, or part of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Lease to be frustrated.
- 22.4 Headings. The section and paragraph headings in this Lease are for convenience only and shall not limit or affect the meaning of this Lease in any way.
- 22.5 Approvals; Consents. Whenever any party to this Lease is given an approval/consent right and unless otherwise expressly stated in this Lease, any such approval/consent shall not

unreasonably be withheld or delayed. If approval is withheld, then within ten (10) business days of the date on which the request is delivered, the withholding party shall state in writing with particularity the reason or reasons for the withholding of approval and shall propose conditions or changes that would facilitate approval. If no such notice withholding approval is received within 10 business days of the on which the request is delivered, then approval shall be deemed granted.

23 Notice of Lease. PROPERTY OWNER and COMPANY hereby agree that this Lease shall not be recorded in the public records of appropriate governmental subdivision. PROPERTY OWNER and COMPANY shall execute a Notice of Lease, in the form attached hereto as **EXHIBIT C**, wherein a legal description of the Premises and Leased Premises, the term and certain other terms and provisions hereof, excepting, however, the provisions hereof relating to the amount of payment payable hereunder, are set forth. The Notice of Lease shall be recorded with the Register of Deeds of the appropriate County. Any and all recording fees, cost and real estate transfer tax (buyer and seller portion) if any, required in connection with the recording of the Notice of Lease shall be at the sole cost and expense of COMPANY.

24 Limitations. Neither the PROPERTY OWNER nor COMPANY shall be liable to the other party claiming by or through them for any special, indirect, incidental, punitive, exemplary or consequential damages including, but not limited to lost profits or loss of business arising out of or in any manner connected with the performance or non-performance of this Lease even if the parties have knowledge of the possibility of such damages, but this shall not apply to any claim of PROPERTY OWNER for unpaid rent.

25 Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

26 Mediation and Arbitration

26.1 Mediation of Disputes. Any controversy, claim or dispute between the PROPERTY OWNER and COMPANY arising out of or related to this Lease or the breach hereof which cannot be resolved by mutual agreement shall be first resolved by mediation where the third party mediator is mutually agreed upon by both parties or is chosen by a representative of each party.

The costs of mediation shall be borne equally and each party shall bear its own attorneys' fees incurred in connection with the mediation.

26.2 Arbitration of Disputes. Should such mediation fail to resolve the dispute, the parties shall resolve the dispute by submitting such dispute for binding arbitration in accordance with the provisions contained herein and in accordance with the commercial arbitration rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the parties shall have the right to take depositions and obtain discovery in accordance with the Civil Practice Law and Rules of the State of Maine regarding the subject matter of the arbitration, and further provided that the arbitration shall not be consummated as an American Arbitration Association sanctioned arbitration except with the consent of all parties thereto. Judgment of any arbitration award may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

26.3 Commencement of Arbitration Proceeding. Any party desiring arbitration shall serve on the other party its notice of intent to arbitrate ("notice"), accompanied by the name of the arbitrator selected by the party serving the notice. A second arbitrator shall be chosen by the other party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the party upon whom the notice is served fails to select an arbitrator and advise the other party of its selection within fifteen (15) days after receipt of the notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. PROPERTY OWNER and COMPANY may agree to arbitration by a single, mutually agreed arbitrator in lieu of the foregoing procedure. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

26.4 Cost of Arbitration. If the arbitrators find decisively in favor of one of the parties, the losing party shall pay the entire cost of the arbitration, and also shall pay the prevailing party's reasonable attorneys' fees incurred in connection with the arbitration. If the arbitrators instead settle the dispute by awarding each party a material part of what it was seeking, then the costs

of arbitration shall be borne equally and each party shall bear its own attorneys' fees incurred in connection with the arbitration.

26.5 Location. All arbitration proceedings shall be held in the State of Maine.

26.6 Filing deadlines. Notice of the demand for arbitration shall be filed in writing with the other party to this Lease. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

26.7 **ACKNOWLEDGEMENT OF ARBITRATION.** **Each party understands that this Lease contains an agreement to arbitrate. After signing this Lease, neither party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such suit to an impartial arbitrator or arbitrators.** If either party refuses to submit to arbitration after agreeing to this provision, that party may be compelled to arbitrate under the authority of the Civil Practice Laws and Rules of the State of Maine. A party's agreement to this arbitration provision is voluntary. By signing the Lease PROPERTY OWNER warrants that PROPERTY OWNER has read and understood the foregoing and agrees to submit disputes arising out of the matters included in the arbitration of disputes' provision to neutral arbitration.

27 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

28 Entire Agreement. This Lease, together with its attached Exhibits A, B, and C, contains the entire agreement between PROPERTY OWNER and COMPANY and supersedes and replaces any prior agreements, discussions or understandings, written or oral between PROPERTY OWNER and COMPANY pertaining in any way to this Lease. This Lease may not be changed, modified or amended, in whole or in part, except in writing signed by both PROPERTY OWNER and COMPANY or their authorized representatives.

29 PROPERTY OWNER Review. PROPERTY OWNER acknowledges that PROPERTY OWNER has been afforded sufficient time to review and understand the terms and effects of this Lease and to submit it to legal counsel of PROPERTY OWNER's choosing for review and advice. PROPERTY OWNER represents that the agreements and obligations herein are made voluntarily, knowingly and without duress.

30 Confidentiality. Except as may be disclosed on the Notice of Lease under Section 23, the terms and conditions of this Lease shall remain confidential between the PROPERTY OWNER and COMPANY for the duration of the Lease, except that PROPERTY OWNER shall have the right to disclose portions or all of this Lease to its lenders, insurers or where required by law or regulation, and COMPANY shall have the right to disclose portions or all of this Lease to its lenders, investors, and insurers of the Wind Energy Facility or where required by law or regulation.

{Signatures appear on following pages.}

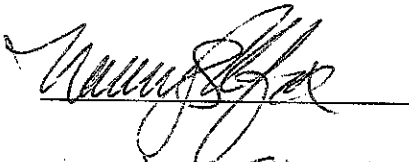
IN WITNESS WHEREOF, PROPERTY OWNER and COMPANY have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

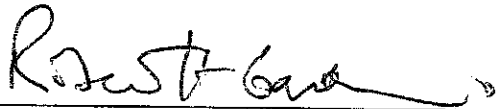
Witnesses:

COMPANY:

Highland Wind LLC,


a Delaware Limited Liability Company


Printed Nancy Stockford

By: 
Name: Robert H. Gardiner
Title: President

STATE OF Massachusetts SS:
COUNTY OF Suffolk

On the 16th day of Dec, 2009 before me, the undersigned, personally appeared Robert H. Gardiner personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHELLE A. BRAMBLE, Notary Public
My Commission Expires February 28, 2014

Witnesses:

PROPERTY OWNER:

Bayroot LLC,
a Delaware limited liability company
By Its Manager
Wagner Forest Management, LTD.,
a New Hampshire corporation

Gatherer/Kandler

Printed _____

By: *D. H. Hudnut*

Name: Daniel H. Hudnut

Title: Senior Project Analyst

Acknowledgements

STATE OF NEW HAMPSHIRE

SS:

COUNTY OF GRAFTON

On the 9th day of Dec., 2009 before me, the undersigned, personally appeared Daniel H. Hudnut personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Carolyn C. Demers
Notary Public

CAROLYN C. DEMERS, Commissioner of Deeds
My Commission Expires August 31, 2010

EXHIBIT A

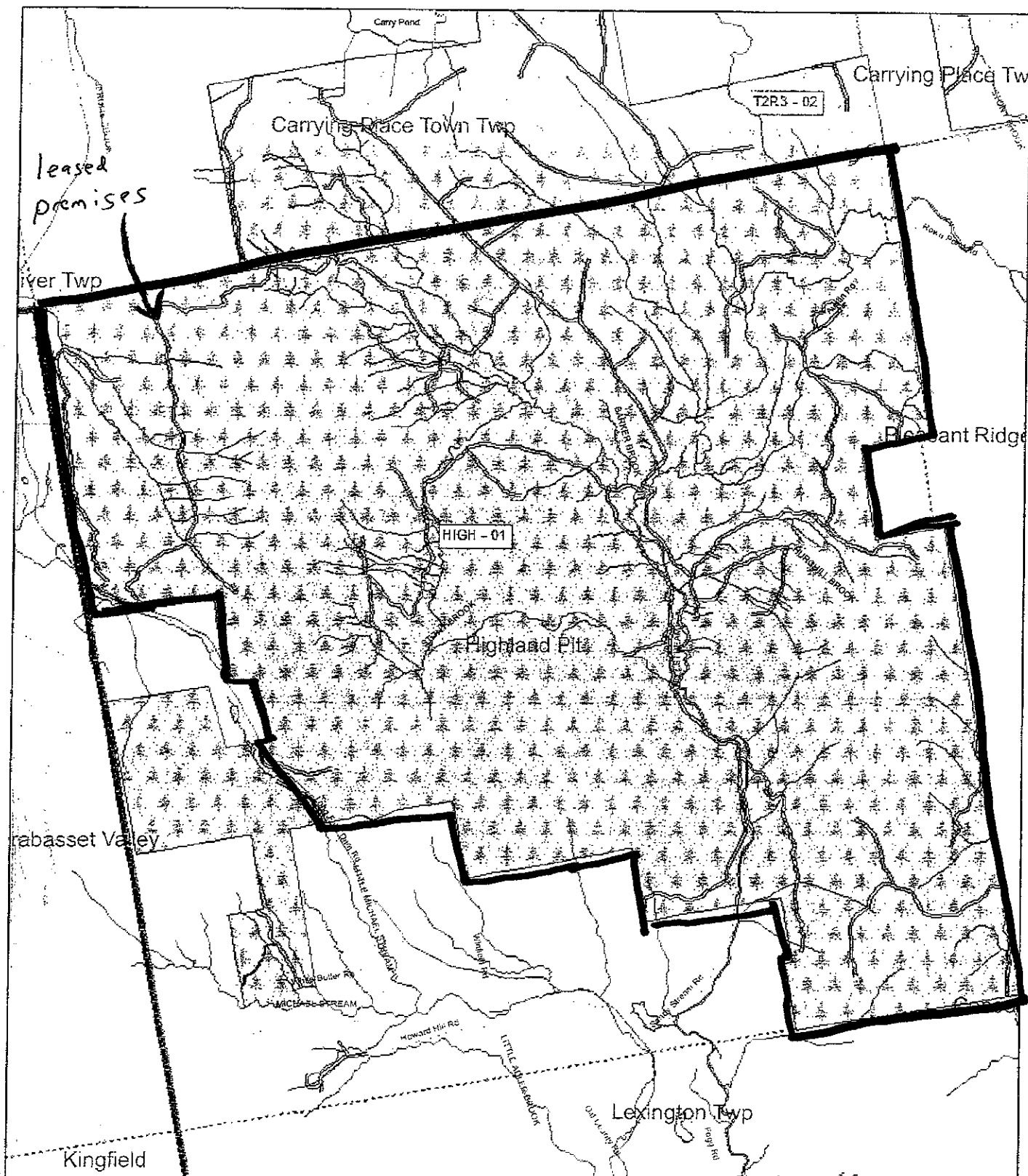
Legal Description of the Premises

That portion of PROPERTY OWNER's property in Highland Plantation, Maine, lying northerly and easterly of Long Falls Dam Road as depicted on the attached sketch map Exhibit A-1, this being a portion only of PROPERTY OWNER'S lands in the said town, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds.

Together with any and all easement rights hereafter acquired by Bayroot relating to setback waivers, sound emanations, and/or access to the premises.

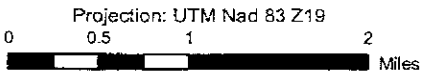
This Exhibit A may be updated periodically by mutual agreement of PROPERTY OWNER and COMPANY.

EXHIBIT A-1



- Roads**
- Primary Paved Hwy
 - Secondary Paved Hwy
 - Light Duty Rd
 - Main Gravel Rd
 - Secondary Gravel Rd
 - Railroad

Bayroot LLC Lands
Highland Pit, Somerset Co., ME



☐ Moxie TF
 Date: 6/13/05



EXHIBIT B

Leased Premises

The Leased Premises are a portion of the Premises located in Highland Plantation, Maine, as described on previous Exhibit A (the "Premises"). The Premises are owned by Bayroot, LLC (the "PROPERTY OWNER") and the landlord under the Ground Lease. The Leased Premises include those portions of the Premises where a Wind Energy Facility (as defined below) will be designed, constructed, operated, maintained and ultimately removed by Highland Wind LLC (the "COMPANY"), or the then current owner and the tenant under the Ground Lease. The Leased Premises are further described as follows.

The Leased Premises constitute those parts of the Premises and the right to use rights of way and easements appurtenant to the Premises, with the right to construct and maintain new access roads and above ground and below ground electric power lines used and to be used for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer's nameplate of up to three megawatts (3 MW) (the "Turbines" and each a "Turbine"), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1 of the Ground Lease, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY's operations under the Ground Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER.

In addition, the COMPANY has the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER's use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

Additional Specifics as to Leased Premises. The Leased Premises shall include a five hundred foot (500 ft.) foot radius from the base of each Turbine. Turbines will not be constructed within one thousand feet (1,000 ft) of an occupied dwelling without the prior written consent of PROPERTY OWNER.

The right-of-way width for COMPANY's power lines and access road shall each be up to fifty feet (50 ft) in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

Definition of Wind Energy Facility. The term "Wind Energy Facility" includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to (i) Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment ("Transmission Equipment"), (iii) areas needed for construction, , security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment ("Civil Works"), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility ("Utilities"), and (v) a sign or signs displaying COMPANY's or assignee's names, symbols or other information.

If needed, other property interests outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s) a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately

negotiated between the PROPERTY OWNER and the COMPANY using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

The Leased Premises shall be depicted on a colored map, entitled Exhibit B-1 – Premises and Leased Premises, which map shall further define and describe the Leased Premises. This map shall be available for inspection at the offices of the PROPERTY OWNER and the COMPANY.

EXHIBIT C

The form of Notice of Lease is a separate document to be attached hereto.

Notice of Lease

Lessor: BAYROOT LLC

Lessee: HIGHLAND WIND LLC

Leased Premises: Described in Exhibit A to this Notice

Term: Original term of one year beginning on December 11, 2009.

Option to Renew: Lessee may renew annually prior to Commercial Operations Date, provided specified conditions are met.

Upon Commercial Operations Date, twenty-year Operations Term commences. This Operations Term may be extended for ten years.

Option to Purchase: None.

In witness whereof, BAYROOT LLC has caused this Notice of Lease to be signed and sealed by Thomas J. Colgan, in his capacity as President of Wagner Forest Management, Ltd., the Manager of Bayroot LLC, this ____ day of _____, 2010.

Witness: BAYROOT LLC
By Wagner Forest Management, Ltd.
Its Manager

_____ By _____
Thomas J. Colgan
President

State of New Hampshire
Grafton County _____, 2010

Then personally appeared Thomas J. Colgan, President of Wagner Forest Management, Ltd., the Manager of Bayroot LLC, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayroot LLC.

Notary Public/Attorney at Law

Print or type name as signed

EXHIBIT A

Leased Premises

The Leased Premises are a portion of the Premises located in Highland Plantation, Maine, as described in the following Exhibit B (the “Premises”). The Premises are owned by Bayroot, LLC (the “PROPERTY OWNER”) and the landlord under the Ground Lease. The Leased Premises include those portions of the Premises where a Wind Energy Facility (as defined below) will be designed, constructed, operated, maintained and ultimately removed by Highland Wind LLC (the “COMPANY”), or the then current owner and the tenant under the Ground Lease. The Leased Premises are further described as follows.

The Leased Premises constitute those parts of the Premises and the right to use rights of way and easements appurtenant to the Premises, with the right to construct and maintain new access roads and above ground and below ground electric power lines used and to be used for: (i) wind energy turbines, including foundations, related supporting towers and electrical controllers, with each turbine rated by the manufacturer’s nameplate of up to three megawatts (3 MW) (the “Turbines” and each a “Turbine”), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Facility, (v) subject to the written consent of PROPERTY OWNER under the provisions of Section 12.1 of the Ground Lease, the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further COMPANY’s operations under the Ground Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the Wind Energy Facility and are agreed to in writing by PROPERTY OWNER.

In addition, the COMPANY has the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the PROPERTY OWNER’s use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

Additional Specifics as to Leased Premises. The Leased Premises shall include a five hundred foot (500 ft.) foot radius from the base of each Turbine. Turbines will not be constructed within one thousand feet (1,000 ft) of an occupied dwelling without the prior written consent of PROPERTY OWNER.

The right-of-way width for COMPANY’s power lines and access road shall each be up to fifty feet (50 ft) in width. Such width may be increased where the COMPANY provides reasonable evidence to the PROPERTY OWNER that engineering or permitting requirements require a greater width for any such right-of-way.

Definition of Wind Energy Facility. The term “Wind Energy Facility” includes all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including but not necessarily limited to (i) Turbines, (ii) above and below-ground electric transmission, distribution and power lines, meters, transformers, protection equipment, and other related power production and delivery equipment (“Transmission Equipment”), (iii) areas needed for construction, ,

security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment (“Civil Works”), (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility (“Utilities”), and (v) a sign or signs displaying COMPANY’s or assignee’s names, symbols or other information.

If needed, other property interests outside the Leased Premises for related appurtenances not intended to be included in Transmission Equipment, Civil Works or Utilities, such as temporary workspace including laydown yard(s) a substation and interconnect facilities, and/or an operation and maintenance facility, shall be separately negotiated between the PROPERTY OWNER and the COMPANY using fair market value rates, based on negotiation or, failing mutual agreement, appraisal.

EXHIBIT B

Legal Description of the Premises

That portion of PROPERTY OWNER's property in Highland Plantation, Maine, lying northerly and easterly of Long Falls Dam Road, this being a portion only of PROPERTY OWNER'S lands in the said town, as described in and being a portion of land conveyed by deed of MeadWestvaco Oxford Corporation to PROPERTY OWNER dated November 21, 2003 and recorded in Book 3237, Page 181 of the Somerset County Registry of Deeds.

TRANSFER TAX PAID

QUITCLAIM DEED WITH COVENANT

MEADWESTVACO OXFORD CORPORATION, a corporation organized under the laws of the State of Delaware, ("Grantor") with a principal place of business in Rumford, County of Oxford and State of Maine, with a mailing address of 35 Hartford Street, Rumford, Maine 04276, for consideration paid, grants to BAYROOT, LLC, a limited liability company organized under the laws of the State of Delaware, ("Grantee") with a mailing address C/O Wagner Forest Management, Ltd., 150 Oxford Road, Lyme, New Hampshire, with quitclaim covenants, the premises located in Somerset County, State of Maine, and bounded and described upon Exhibit A, annexed hereto, together with all buildings, structures, down and standing trees and improvements of every kind, all rights-of-way, easements and appurtenances, riparian rights, littoral rights, causes of action, leases, licenses, minerals and mining rights, prescriptive rights, rights of adverse possession, reversionary and remainder interests, executory interests, rights of entry, and every other interest in the Premises or which may have accrued or may be in the process of accrual to Grantor at the date hereof (hereinafter sometimes referred to as the "Premises").

The Premises are conveyed subject to the Permitted Encumbrances listed on Exhibit B annexed hereto and that certain Real Estate Rights Agreement between Grantor and Grantee executed of even date herewith.

Grantor covenants to Grantee, its successors and assigns, that Grantor will warrant and forever defend the Property to Grantee, against the lawful claims and demands of all persons claiming by, through or under Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said MEADWESTVACO OXFORD CORPORATION has caused this deed to be executed upon its behalf by Eugene G. Parker, its Vice-President-Forestry thereunto duly authorized, this 21st day of November, 2003.

MEADWESTVACO OXFORD CORPORATION

Janice B. Williams
Witness

By: [Signature]
Its: Vice-President-Forestry
Print Name: Eugene G. Parker

STATE OF SOUTH CAROLINA
Berkeley, SS.

The personally appeared before me the said Eugene G. Parker, Vice-President-Forestry of MeadWestvaco Oxford Corporation and acknowledged the foregoing to be his free and voluntary act and deed in his / her said capacity and the free and voluntary act and deed of said MeadWestvaco Oxford Corporation, this 21st day of November, 2003.

SEAL

Miriam L. Holladay
Notary Public / Attorney-at-Law
Print Name: Miriam L. Holladay
My Commission Expires: July 22, 2008

Exhibit A Somerset County

All of those premises located in Somerset County, State of Maine, which were conveyed by Oxford Paper Company to Mead Oxford Corporation by deed dated November 1, 1996 and recorded in the Somerset County Registry of Deeds in Book 2256, Page 59, and that parcel of land conveyed by Richard E. Parsons, Sr. to MeadWestvaco Oxford Corporation by deed dated July 21, 2003, and recorded in said Registry in Book 3161, Page 210, and those certain rights of way and easements described in the deeds from Buckfield Timber LLC to Mead Oxford Corporation dated June 30, 1999 and recorded in Book 2573, Pages 79 and 128, together with all other land or interests in land owned by Grantor MeadWestvaco Oxford Corporation in said Somerset County, excepting and reserving, however, the following premises and interests to be retained by MeadWestvaco Oxford Corporation:

1. A parcel of land situated in the Town of Anson, (and only in Anson as lands in other towns were also conveyed in this referenced deed), a parcel of land and interests in land as described in a deed from Timberlands, Inc., to Oxford Paper Company, recorded at said Registry in Book 1151, Page 44. Land containing an area of approximately 31 acres.
2. A parcel of land situated in the Town of Bingham, together with the buildings thereon, described in the deed of Gerard B. Guay, *et al* to Oxford Paper Company dated December 4, 1984 and recorded in the Somerset County Registry of Deeds in Book 1169, Page 215.
3. Those mineral rights reserved by Oxford Paper Corporation in the deed to Stetson Timberlands, Inc. dated December 6, 1988 and recorded in the Somerset County Registry of Deeds in Book 1487, Page 297, which reserved rights are not located within the property conveyed herein.

Also excepting and reserving and the property is conveyed subject to the following parcels or interest in land previously conveyed by MeadWestvaco Oxford Corporation (previously Mead Oxford Corporation):

1. In Book 2573, Page 75 of said Registry, a conveyance by Mead Oxford Corporation to Buckfield Timber, LLC of a right-of-way which appears to be a release of a right-of-way previously granted either by Mead Oxford Corporation or by its predecessors-in-title.

2. In the following books and pages, Mead Oxford Corporation conveyed out the indicated numbered lots on the Moxie Lot Plan, which is recorded in said Registry in Plan File, B91- Pages 27-69:

BOOK	PAGE	LOT NO.
2747	96	67
2747	80	133
2747	84	7
2747	92	33
2747	100	88.1
2747	130	74
2747	134	86
2747	138	101
2747	142	113
2747	148	119
3158	137	130
2748	334	52
2747	88	15
2763	257	10
2764	154	11
3055	26	51
3052	33	50

3. In a deed recorded in said Registry in Book 2747, Page 104, there is a deed to Douglas Tatham, et al, of a parcel of property adjacent to, but not shown upon the Subdivision Plan referred to above.
4. In Book 2747, Page 154 of said Registry, there is a deed conveying a lot on Moxie Pond to Ruth Wansor Niklas, et al.
5. In Book 3161, Page 206, of said Registry, there is a deed from MeadWestvaco Oxford Corporation to Richard E. Parsons, Sr. conveying a parcel of land.
6. In the following Books and Pages, Mead Oxford Corporation conveyed out the indicated numbered lots on the Pleasant Pond Plan, which is recorded in said Registry in Plan File, B89-P26, B89-P27 and B89-P28:

Book	Page	Lot
2747	121	42
2763	248	7
3159	321	31

7. A Notice of Layout and Taking recorded in said Registry in Book 2934, Page 299, whereby the State of Maine acquired approximately 2.32 Acres of land, slope, drainage and grading rights in the Towns of Moscow and Caratunk.
8. In Book 3052, Page 37, a deed from Mead Oxford Corporation to Linkletter Timberland LLC of a parcel of land in Athens.
9. In Book 751, Page 383 of said Registry, there is a conveyance by Oxford Paper Company to Ervin W. Martin of a Lot on Moose Pond in Harmony.
10. In Book 810, Page 564 of said Registry, there is a conveyance by Ethyl Corporation to Thomas L. Dickson of a parcel of approximately 1.47 acres in Carrying Place.
11. In Book 901, Page 451 of said Registry, there is a Deed from Oxford Paper Company to Vincent Sy, which appears to be a confirmatory deed to a previously owned cottage lot in Emden.
12. In Book 751, Page 332 of said Registry, there is a conveyance by Oxford Paper Company to Cianbro Realty Corporation and Hurd & Susi, Inc. of a parcel of land in Hartland; provided nevertheless that this conveyance conveys all rights reserved by Oxford Paper Company in said Deed.

Exhibit B (Exceptions)
To Deed from MeadWestvaco Oxford Corporation to Bayroot LLC
Somerset County

1. In Book 1672, Page 232 of said Registry, there is a Declaration of Rights, Covenants, Restrictions and Easements imposed by Oxford Paper Company on lots to be sold at Moxie Pond.
2. In Book 2562, Page 287 of said Registry, there is a Declaration of Rights, Terms, etc. pertaining to certain rights-of-way to be conveyed and/or exchanged between Emil Winter, et als. and Mead Oxford Corporation, as further affected by conveyance by Mead Oxford Corporation to Emil J. Winter of a right of way recorded at Book 2574, Page 332. In Book 2574, Page 347 of said Registry, there is a conveyance by Mead Oxford Corporation to Emil J. Winter, et als., of thirteen rights-of-way located in Lexington.
3. In Book 2573, Page 83 of said Registry, there is a conveyance by Mead Oxford Corporation to Buckfield Timber, LLC of rights-of-way in various locations.
4. In Book 2575, Page 5 of said Registry, there is a conveyance by Mead Oxford Corporation to Tyler K. Winter of a right-of-way located in Lexington.
5. In Book 2575, Page 1 of said Registry, there is a conveyance by Mead Oxford Corporation to Libby Keoski of a right-of-way located in Lexington.
6. In Book 2165, Page 348 of said Registry, there is a conveyance by Mead Oxford Corporation to Central Maine Power Company of an easement. In Book 2697, Page 343 of said Registry there is a conveyance by Mead Oxford Corporation to Central Maine Power Company which confirms and modifies said easement.
7. A Notice of Layout and Taking recorded in said Registry in Book 2934, Page 299, whereby the State of Maine acquired approximately 2.32 Acres of land, slope, drainage and grading rights in the Towns of Moscow and Caratunk.

I:\Documents\Client Data\m\MeadWestvaco\Maverick\11-24-03 GLW Drafts\DeedExhibits\Somerset Schedule B.doc

Received
Recorded Register of Deeds
Dec 02, 2003 12:18:09P
Somerset County
Diane M Godin

Appendix 4-2

We have reviewed the land records of Bayroot LLC with respect to its property in Highland Plantation, Somerset County, starting with the 1996 deed from Oxford to Mead (#2 below) and find the following items of record affecting Highland Plantation:

1. Oxford Paper Company's ownership of the relevant properties in Highland Plantation date back prior to 1989.
2. Deed from Oxford Paper Company to Mead Oxford Corporation dated January 1, 1996, recorded in Book 2256, Page 59 (Mead's source deed).
3. Deeds of Easements between Buckfield Timber LLC and Mead Oxford Corporation dated July 2, 1999 and recorded in Book 2573, Pages 75, 83 and 128.
4. Deed of Easements from Julian M. and Lelia G. Dunphy to Mead Oxford Corporation dated June 11, 2002, recorded in Book 2962, Page 61.
5. Amended Application of Mead Oxford Corporation reflecting name change to MeadWestvaco Oxford Corporation, dated January 16, 2003, recorded in Book 3088, Page 182.
6. Deed from MeadWestvaco Oxford Corporation to Bayroot LLC dated November 24, 2003, recorded in Book 3237, Page 181 (Bayroot's source deed).
7. Deed from Bayroot LLC to Linkletter Timberlands, LLC dated May 24, 2004 and recorded in Book 3327, Page 329, conveying stand-alone parcel on southerly town line, adjacent to Lexington.
8. Notice of Layout and Taking in favor of the State of Maine dated March 8, 2006 and recorded in Book 3650, Page 159, conveying slope, drainage and channel diversion rights, but no fee interest.

Appendix 4-3

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Mary Jo Baker

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 18 on Tax Map 7 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 175 Feet in length, located at the far north east corner of the subjects property, at the intersection of Pleasant Ridge Road, Rowe Pond Road, and Carry Pond Road.. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before Sept. 29, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 29 day of Sept., 2009.

Witness:

Justin J Brown

Mary Jo Baker

Printed Name: MARY JO BAKER

State of Maine

Somerset County

Sept. 29, 2009

Personally appeared the above named Mary Jo Baker and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Option to Purchase an Easement dated September 29, 2009 with Mary Jo Baker (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cumtland Maine, this 12th day of December, 2009.

Witness:

Katharine Taylor

Independence Wind, LLC

By: [Signature]
Its: President

[Signature]

Highland Wind LLC

By: [Signature]
Its: President

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Option to Purchase an Easement dated October 14, 2009 with the Inhabitants of Pleasant Ridge Plantation (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cataumet Maine, this 12th day of December, 2009.

Witness:

Katharine Mytuder

Independence Wind, LLC

By: Robert Ford
Its: President

Paul Gardner

Highland Wind LLC

By: Robert Ford
Its: President

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Option to Purchase an Easement dated October 7, 2009 with Robert Smith and Elizabeth Smith (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cumtland Maine, this 12th day of December, 2009.

Witness:

Katharine M. Tucker

Anne Gardner

Independence Wind, LLC

By: [Signature]
Its: President

Highland Wind LLC

By: [Signature]
Its: President

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Options to Purchase an Easement dated October 15, 2009 with Arthur Cummings, June Pedrick, and Loann Thomas (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cumberland, Maine, this 12th day of December, 2009.

Witness:

Katharine May Tucker

Independence Wind, LLC

By: [Signature]
Its: President

June Gardner

Highland Wind LLC

By: [Signature]
Its: President

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Options to Purchase an Easement dated October 15, 2009 with Arthur Cummings, June Pedrick, and Loann Thomas (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cambden Maine, this 12th day of December, 2009.

Witness:

Kathrynningtwater

Independence Wind, LLC

By: [Signature]

Its: President

Rune Cardier

Highland Wind LLC

By: [Signature]

Its: President

ASSIGNMENT OF OPTION AGREEMENT

Independence Wind, LLC (hereinafter *Assignor*), Buyer under the Option to Purchase an Easement dated October 29, 2009 with Peter Richmond (the "Option") as to land in Pleasant Ridge Plantation, Maine described in the Option, for consideration paid by **Highland Wind LLC**, a Delaware limited liability company with a mailing address of C/O Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768 (hereinafter *Assignee*), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee, all its right, title and interest in and to the said Option, including any option consideration paid thereunder, subject to the conditions therein contained, and Assignee accepts this assignment.

Dated at Cundahard, Maine, this 12th day of December, 2009.

Witness:

Katharine M. Gaudin

Independence Wind, LLC

By: Rose St. Gaudin
Its: President

Highland Wind LLC

Anne St. Gaudin

By: Rose St. Gaudin
Its: President



Central Maine Power

Rob Gardiner
Independence Wind
110 Foreside Road
Cumberland Foreside, ME 04110

November 2, 2009

Re: Highland Plantation Wind Project Queue# 244

To whom it may concern:

Highland Wind LLC has informed Central Maine Power Company that it intends to permit and construct wind turbines in Highland Plantation, along with a collector system and generator lead to allow interconnection to the ISO New England system at Wyman substation at Moscow, Maine. The generator lead is planned to run from the eastern boundary of Highland Plantation parallel and adjacent to CMP's Section 215 line, which runs between the Bigelow and Wyman Substations.

CMP and Highland Wind are studying the ways that interconnection at Wyman can be best accomplished. Highland Wind has completed a Feasibility Study and has commissioned a System Impact Study under the ISO New England Tariff, which will provide essential data to determine the final plans for interconnection at Wyman. This letter is to confirm that the parties to allow the project to meet all ISO-NE interconnection requirements are discussing other analyses as needed.

CMP consents to Highland Wind's inclusion of this letter in its LURC permit application for the Highland Wind Project.

Sincerely,

Carol Purinton
Project Manager
Central Maine Power
83 Edison Drive
Augusta, Maine 04336

Office (207) 623-7356
Cell (207) 776-8347

An equal opportunity employer

83 Edison Drive | Augusta, ME 04336-0002
tel (207) 623-3521 | fax (207) 623-7380

www.cmpco.com

An Energy East Company

OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this 15th day of Oct. 2009, by 1/Arthur Cummings; 2/June Pedrick; 3/ Loanne Thomas (hereinafter "Seller") having a mailing address of 1/ 463 Bakerstown Road, Poland Springs, Maine 04274; 2/P.O.Box 513, 818 Mulbery St., Keosauqua, Iowa 52565; 3/ 5 Tanagjer, Topsham, Maine 04086 to Independence Wind et, a Maine Co. et having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer").

RG

AC

1. **GRANT OF OPTION.** Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on April 15, 2010 to purchase an easement over a certain parcel of land situated in Pleasant Ridge Plt., Maine, generally depicted as Lot 7 on Tax Map 4 for the Town of Pleasant Ridge Plt., or certain rights therein (hereinafter "Premises") for the purchase price of Twenty one thousand Dollars (\$ 21,000.00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel.

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is One thousand Dollars (\$ 1000.00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price. not R&P RG

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:
Arthur Cummings, 463 Bakerstown Road, Poland Springs, Maine 04274
June Pedrick, P>O.Box 513, 818 Mulbery St., Keosauqua, Iowa 52565
Loanne Thomas, 5 Tanagjer, Topsham, Maine 04086 RG

or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing

activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 1637 feet in length, which strip is immediately adjacent to an existing Central Maine Power 115kv line corridor on Seller's property. The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) of easement and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Easement to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right

to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to April 15, 2010. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of One thousand

Dollars (\$ 1000.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.
- G. In the event Buyer's need for this Transmission Line is no longer needed and it sits unused for a period exceeding two years, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations, until such time as poles are removed.
- H. The purpose of this easement is for the transmission of electricity from the Highland Plantation & Vct. windpower project to the Moscow, Bingham area.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before Nov. 15, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto

and supersedes all prior discussions and agreements whether written or oral between the parties hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

Marlene Cummings

Jessie Solomon

R. Pedrick

SELLERS:

Arthur Cummings

Loann Thomas

Jane R. Pedrick

BUYER:

Robert A. Gardini

SCHEDULE A

MEMORANDUM OF OPTION

OK RLP

Optionor: 1/Arthur Cummings; 2/June Pedrick; 3/Loanné Thomas

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 7 on Tax Map 4 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 1637 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 15, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 15 day of Oct, 2009.

Witness:

Marlene Cummings

Arthur Cummings

Printed Name: Arthur Cummings

State of Maine

Androscoggin County

Oct 15, 2009

Personally appeared the above named Arthur Cummings and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 19 day of Oct, 2009.

Witness:

Janice Solomon

Loann Thomas
Printed Name: Loann Thomas

State of Maine

Sagadahoc County

Oct 19, 2009

Personally appeared the above named Loann Thomas and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.
Printed Name
My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 28 day of October, 2009.

Witness:

June Pedrick

June Pedrick
Printed Name: June Pedrick

State of Iowa

VanBuren County

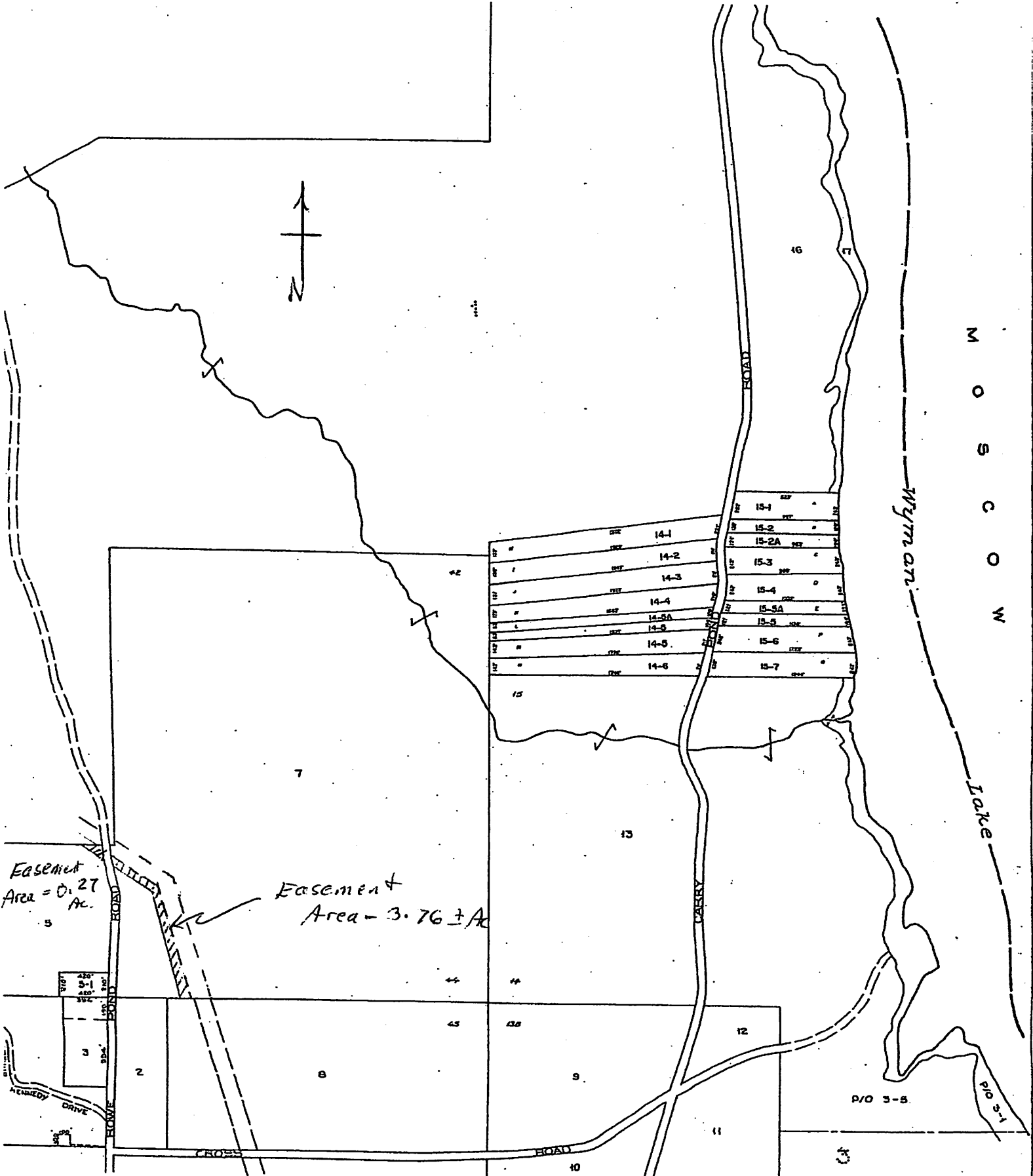
October 28, 2009

Personally appeared the above named June Pedrick and acknowledged before me the foregoing instrument to be his/her free act and deed.

Barbara Morris
Notary Public/Attorney at Law

Barbara Morris
Printed Name
My Commission Expires 4.11.2011





M
O
S
C
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N

WYMAN
Lake

Easement
Area = 0.27
Ac.

Easement
Area = 3.76 ± Ac

435'	3-1	310'
480'	3-1	310'
310'	3-1	310'
90'-0"		

D/O 3-5

P/O 3-1

OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this 15th day of Oct. 2009, by 1/Arthur Cummings; 2/June Pedrick; 3/Loanne Thomas (hereinafter "Seller") having a mailing address of 1/463 Bakerstown Road, Poland Springs, Maine 04274; 2/P.O.Box 513, 818 Mulbery St., Keosauqua, Iowa 52565; 3/5 Tanagier, Topsham, Maine 04086 to Independence Wind, a Maine Co. having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on April 15, 2010 to purchase an easement over a certain parcel of land situated in Pleasant Ridge Plt., Maine, generally depicted as Lot 5 on Tax Map 4 for the Town of Pleasant Ridge Plt., or certain rights therein (hereinafter "Premises") for the purchase price of \$11,000 Eleven thousand Dollars (\$ 11,000.00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel.

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is \$1,000 One thousand Dollars (\$ 1,000.00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price.

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:
Arthur Cummings, 463 Bakerstown Road, Poland Springs, Maine 04274
June Pedrick, P>O.Box 513, 818 Mulbery St., Keosauqua, Iowa 52565
Loanne Thomas, 5 Tanagier, Topsham, Maine 04086
or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing

activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 250 feet in length, which strip is immediately adjacent to an existing Central Maine Power 115kv line corridor on Seller's property. The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) of easement and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Easement to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right

to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to April 15, 2010. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of One thousand

Dollars (\$~~100~~0.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.
- G. In the event Buyer's need for this Transmission Line is no longer needed and it sits unused for a period exceeding two years, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations, until such time as poles are removed.
- H. The purpose of this easement is for the transmission of electricity from the Highland Plantation & Vct. windpower project to the Moscow, Bingham area.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before Nov. 15, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto

Dollars (\$ 1000.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.
- G. In the event Buyer's need for this Transmission Line is no longer needed and it sits unused for a period exceeding two years, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations, until such time as poles are removed.
- H. The purpose of this easement is for the transmission of electricity from the Highland Plantation & Vct. windpower project to the Moscow, Bingham area.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before Nov. 15, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto

and supersedes all prior discussions and agreements whether written or oral between the parties hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

Marlene Cumming
Janice Solomon
Pedrick

SELLERS:

Arthur Cumming
Loann Thomas
June P. Pedrick

BUYER:

Rafael

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: 1/Arthur Cummings; 2/June Pedrick; 3/ Loanne Thomas

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 5 on Tax Map 4 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 250 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 15, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 15 day of Oct, 2009.

Witness:

Marlene Cummings

Arthur Cummings

Printed Name: Arthur Cummings

State of Maine

Androscoggin County

Oct 15, 2009

Personally appeared the above named Arthur Cummings and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 19 day of Oct, 2009.

Witness:

Juice Solomon

Loann Thomas
Printed Name: Loann Thomas

State of Maine

Sagadahoc County

Oct 19, 2009

Personally appeared the above named Loann Thomas and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.
Printed Name
My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 28th day of October, 2009.

Witness:

June Pedrick

June Pedrick
Printed Name: June Pedrick

State of Iowa

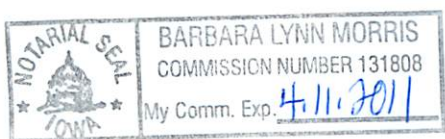
Van Buren County

October 28, 2009

Personally appeared the above named June Pedrick and acknowledged before me the foregoing instrument to be his/her free act and deed.

Barbara Morris
Notary Public/Attorney at Law

Barbara Morris
Printed Name
My Commission Expires 4.11.2011



OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this 29th day of Oct 2009, by Peter Richmond (hereinafter "Seller") having a mailing address of HCR 31 Box 35, Harmony, Maine 04942 to Independence Wind, a Maine Co. having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer"). 1.

GRANT OF OPTION. Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on Dec 31, 2009 to purchase an easement over a certain parcel of land situated in Pleasant Ridge Plt., Maine, generally depicted as Lot 6 on Tax Map 4 for the Town of Pleasant Ridge Plt., or certain rights therein, (hereinafter "Premises") for the purchase price of \$45,000 forty five thousand Dollars (\$ 45,000.00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel.

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is One Five Thousand Dollars (\$ 5000.00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price. *Rd. H. P.M.R.*

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:

Peter Richmond
HCR 31 Box 35
Harmony, Maine 04942

or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 2,334 feet in length, which strip is immediately adjacent to an existing Central Maine Power 115kv line corridor on Seller's property. The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii)

waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.
- G. Seller Agrees to the Confidentiality of this document and the terms contained herein, and further agrees not to disclose prior to the closing any of the agreed to terms with any of the other parties (Property Owners or Relatives) Buyer is negotiating with as part of the project.
- H. Seller Agrees to provide deeded access across his remainder parcel at a mutually agreeable location, and further has the right to harvest the timber on the subject parcel for up to five (5) years from the signing of this option as long as all local and state rules and regulations, including buffer limits around wet lands etc. are followed, and the land is left in reasonably good condition.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to Dec. 31, 2009. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of five thousand Dollars (\$5000.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.

G. See page 5 *RLP* P.M.R., R.H.G.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before NOV 17, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto and supersedes all prior discussions and agreements whether written or oral between the parties hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

RLLH P.W.R. RLLH

G. Continued from page 4 - Seller request new boundary created by easement limit be surveyed + pinned -

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

Barry D. Sandford

SELLERS:

Peter M. Richmond

Peter M. Richmond

BUYER:

Robert H. Gardner

ROBERT H. GARDNER

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Peter Richmond

Optionee: Independence Wind

Property: A certain parcel generally depicted as the southwesterly portion of Lot 6 on Tax Map 4 Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 2,334 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before December 31, 2009.

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 29th day of Oct, 2009.

Witness:

Barry D. Sanford

Peter N. Richmond

Printed Name: Peter Richmond

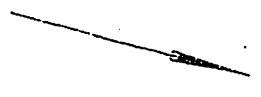
State of Maine
Somerset County
Oct 29, 2009

Personally appeared the above named Peter Richmond and acknowledged before me the foregoing instrument to be his/her free act and deed.

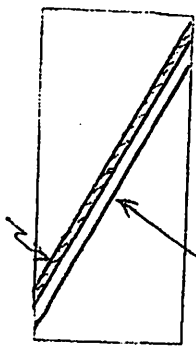
Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.
Printed Name

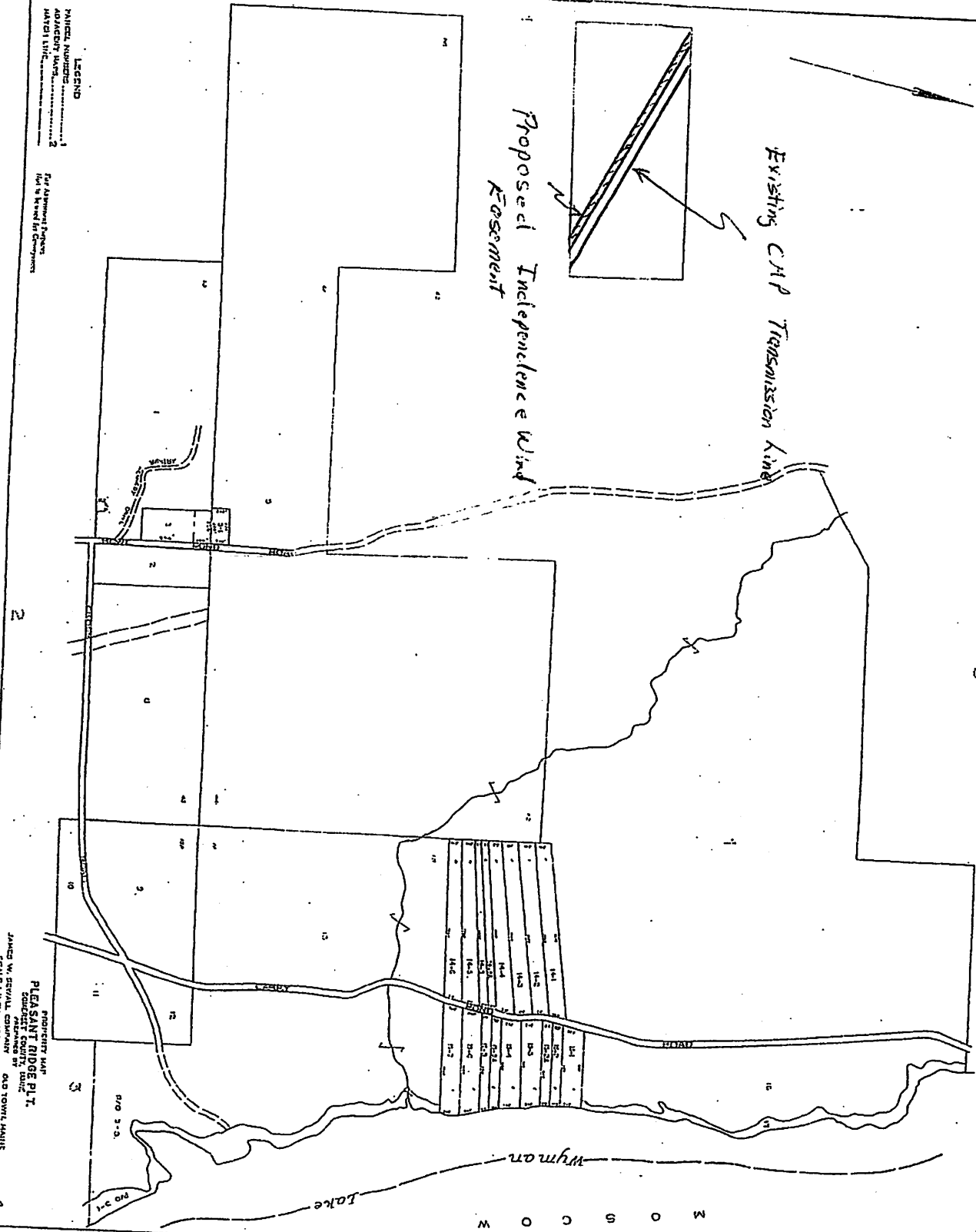
My Commission Expires April 26, 2014



Existing CHP Transmission Line



Proposed Independence Wind Rosement



LEGEND

- 1 PARCEL NUMBER
- 2 ADJACENT PARCEL
- 3 MATCH LINE

For Allowing Easements
Not to be used for easements

PROSPECT MAP
 PLEASANT RIDGE PL.
 SHOWING
 JAMES W. SEWELL COMPANY
 ADDRESS BY
 OLD TOWN, MAINE
 SCALE 1 INCH = 500 FEET

OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this ^{7th} ~~Oct 7th~~ day of Oct 2009, by Robert & Elizabeth Smith (hereinafter "Seller") having a mailing address of 519 Rowe Pond Rd., Pleasant Ridge Pt., Maine 04920 to Independence Wind, a Maine Co. having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on April 7, 2010 to purchase an easement over a certain parcel of land situated in Pleasant Ridge Pt., Maine, generally depicted as Lot 12 on Tax Map 2 for the Town of Pleasant Ridge Pt., or certain rights therein (hereinafter "Premises") for the purchase price of Twenty One thousand Dollars (\$ 21,000.00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel. ** In the event R.O. doesn't remove it first.*

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is one thousand Dollars (\$ 1000.00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price.

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:
Robert & Elizabeth Smith
519 Rowe Pond Road
Pleasant Ridge Pt., Maine 04920

or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, ~~including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.~~

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing

activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 1365 feet in length, which strip is immediately adjacent to an existing Central Maine Power 115kv line corridor on Seller's property. ~~The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any, otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.~~ *RSP* *MS* *RH6*

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) of easement and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Easement to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right

to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to April 7, 2010. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of \$1,000

Dollars (\$1000.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.
- G. In the event Buyer's need for this Transmission Line is no longer needed and it sits unused for a period exceeding two years, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations, until such time as poles are removed.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before Oct 21, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto and supersedes all prior discussions and agreements whether written or oral between the parties

hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

Janis M. Robinson

Ann Gardner

SELLERS:

Robert B. Smith

Elizabeth B. Smith

BUYER:

Bob St. Clair

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Robert & Elizabeth Smith

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 12 on Tax Map 2 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 1,362 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 7, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 7th day of Oct, 2009.

Witness:
Jenia M. Robinson

Robert B Smith
Elizabeth B Smith

Printed Name: Robert + Elizabeth Smith

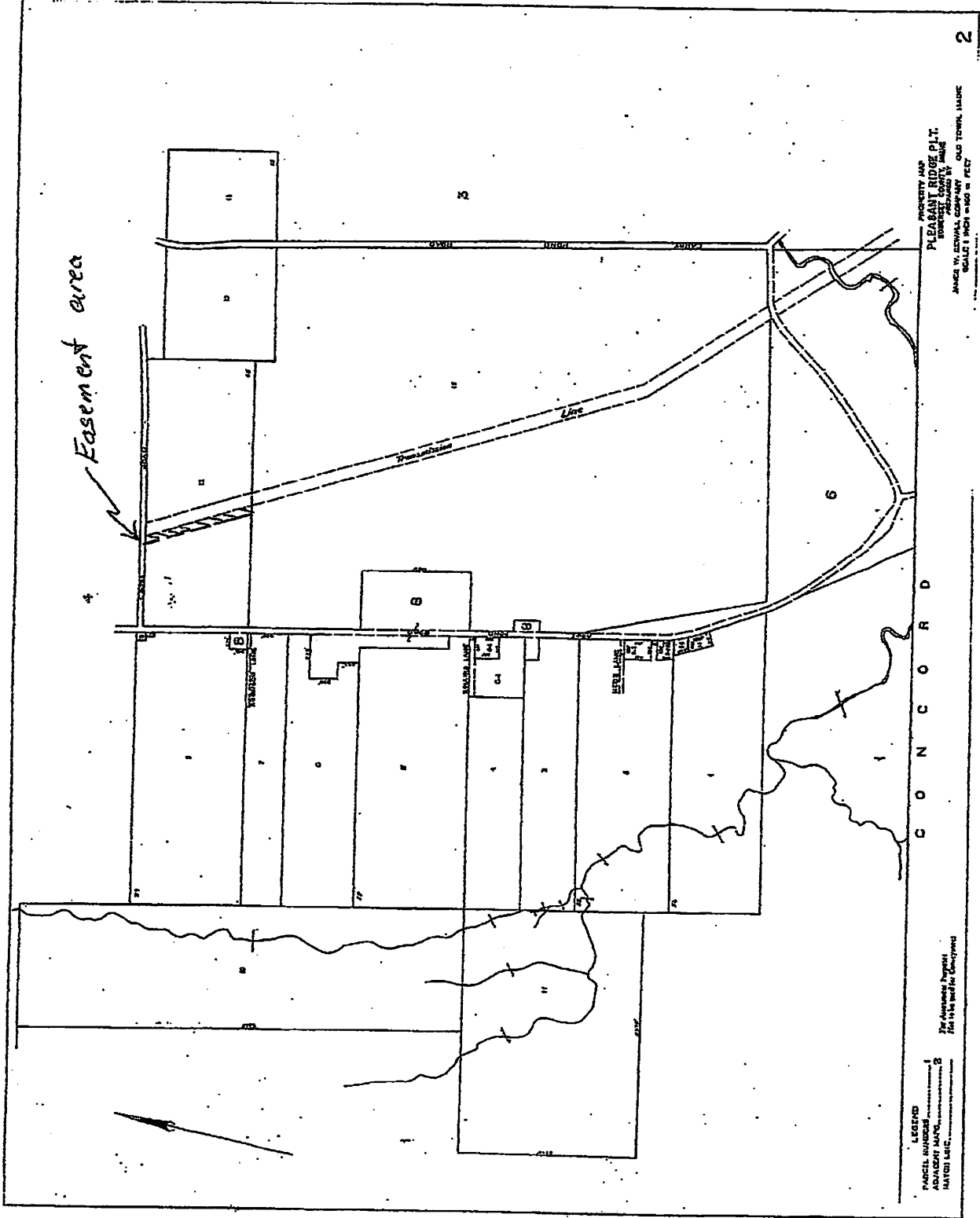
State of Maine
Somerset County

Oct 7th, 2009

Personally appeared the above named Robert & Elizabeth Smith and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.
Printed Name
My Commission Expires April 26, 2014



PROPERTY MAP
 PLEASANT RIDGE P.I.T.
 TOWN OF PLEASANT RIDGE
 ANNEAUX TR. SURVIVAL COMPANY OLD TOWN, ILLINOIS
 SCALE 1 INCH = 500 FEET

C O N C O R D

LEGEND
 PARCEL BOUNDARIES
 EASEMENT BOUNDARIES
 THE ABOVE MAP IS FOR INFORMATION ONLY
 AND IS NOT TO BE USED FOR CONVEYANCE

OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this 29th day of Sept. 2009, by Mary Jo Baker (hereinafter "Seller") having a mailing address of 14 Rowe pond Road, Pleasant Ridge Plt., Maine 04920 to Independence Wind, a Maine Co. having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on _____, _____ to purchase an easement over a certain parcel of land situated in Pleasant ridge Plt., Maine, generally depicted as Lot 18 on Tax Map 7 for the Town of Pleasant Ridge Plt., or certain rights therein (hereinafter "Premises") for the purchase price of \$1000*One thousand Dollars (\$ 1000 .00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel.

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is \$200 Two hundred Dollars (\$ 200 .00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price.

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:

Mary Jo Baker
14 Rowe Pond Road
Pleasant Ridge Plt., Maine 04920

or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing

activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 75-100 feet in length, said strip is located at the far northeasterly corner on Seller's property. The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) of easement and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Easement to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right

to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to Sept 29, 2010. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of \$200.00

Dollars (\$____.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before March 29 2011.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto and supersedes all prior discussions and agreements whether written or oral between the parties hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

Joan E Brown

SELLERS:

Mary B Baker

BUYER:

Arne Gustafson

R. S. Baker

HIGHLAND WIND LLC
ROBERT H. GARDNER

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Mary Jo Baker

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 18 on Tax Map 7 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 175 Feet in length, located at the far north east corner of the subjects property, at the intersection of Pleasant Ridge Road, Rowe Pond Road, and Carry Pond Road.. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before Sept. 29, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 29 day of Sept., 2009.

Witness:

Jessie J Brown

Mary Jo Baker

Printed Name: MARY JO BAKER

State of Maine

Somerset County

Sept. 29, 2009

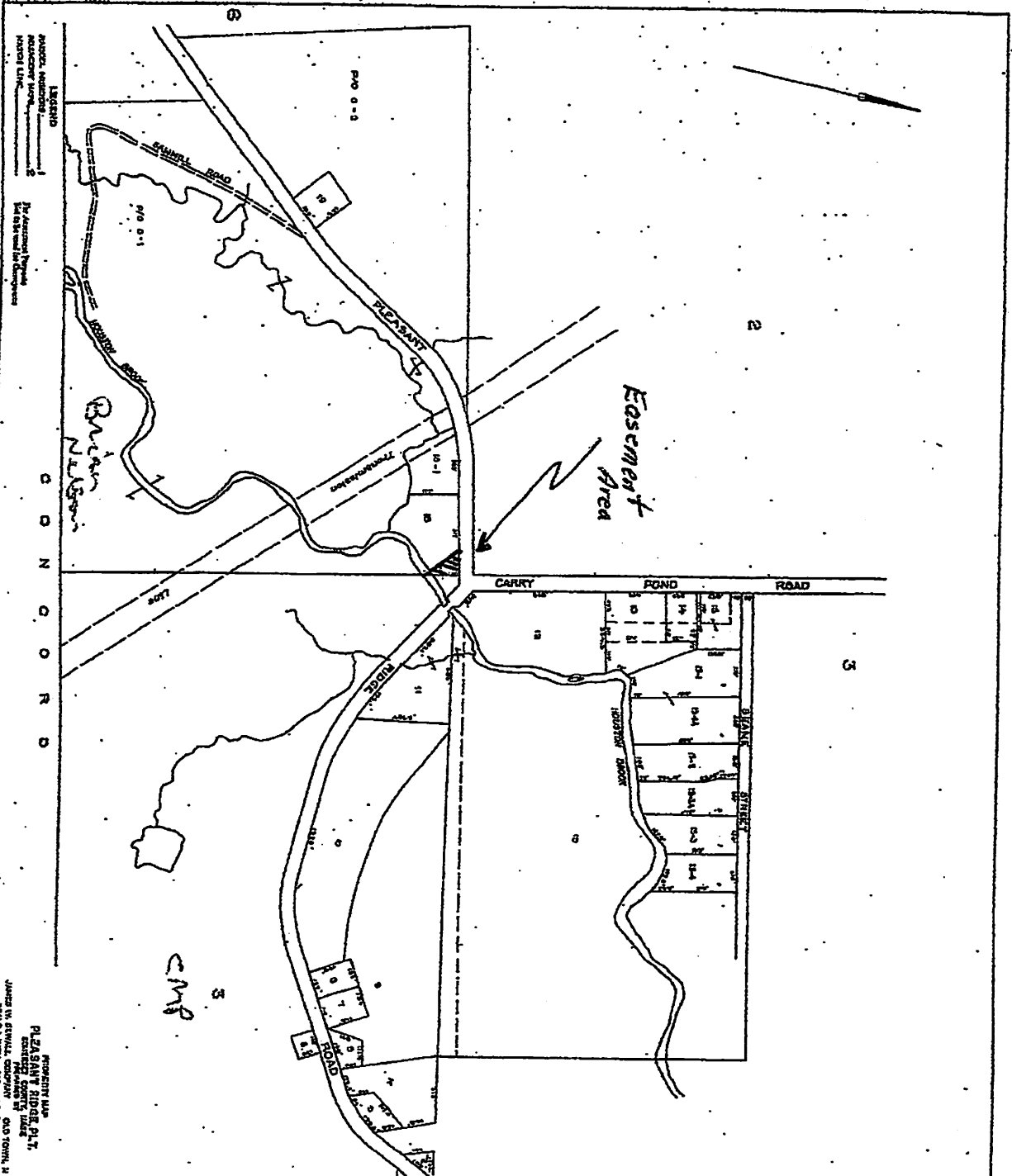
Personally appeared the above named Mary Jo Baker and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014



Map 7

PROPOSED MAP
 PLEASANT RIDGE PT.
 EXISTING LOTS AND
 PROPOSED LOTS
 DRAWN BY STEWART, COMPANY
 SCALE 1 INCH = 50 FEET

OPTION TO PURCHASE AN EASEMENT

OPTION TO PURCHASE granted this 17th day of Oct., 2009, by Pleasant Ridge Plt. (hereinafter "Seller") having a mailing address of 343 Rowe Pond Rd., Pleasant Ridge Plt., Maine 04920 to Independence Wind, a Maine Co. having its principal place of business at P.O. Box 457, Brunswick Maine 04011, its successors and assigns (hereinafter "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants Buyer the exclusive and irrevocable right and option until 11:59 P.M. on Apr. / 14, 2009 to purchase an easement over certain parcels of land (consisting of roadways) situated in Pleasant Ridge Plt., Maine, generally depicted as Rowe Pond Rd., Cross Rd., Pleasant Ridge Rd., and Carry Pond Rd. for the Town of Pleasant Ridge Plt., or certain rights therein (hereinafter "Premises") for the purchase price of One thousand Dollars (\$ 1000.00) (hereinafter "Purchase Price"). Purchase Price includes all merchantable wood growing on said parcel.

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is \$200 Two hundred Dollars (\$ 200.00), payable by Buyer within fifteen (15) days after receipt and acceptance by Buyer of this agreement signed by Seller (the "Option Consideration"). The consideration for this Option shall be applied toward the Purchase Price.

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing the same to the following address on or before the expiration date of this Option, or any extension thereof:

Pleasant Ridge Plt.

Rowe Pond Road

Pleasant Ridge Plt., Maine 04920

or delivering the same in person to Seller. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, and any extension thereof, and prior to closing, Seller agrees not to sell the Premises, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, use or alter the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing

activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the premises for overhead electrical transmission lines and related facilities. The easement shall be located within a strip of land, 75-100 feet in width, approximately 66 feet X 4 = 264ft in length, which strip is immediately adjacent to an existing Central Maine Power 115kv line corridor on Seller's property as well as in a new location in the vicinity of the intersection of Rowe Pond Rd., Carry Pond Road, and Pleasant Ridge Road, Cross Road, and Pleasant Ridge Road. The parties acknowledge that the easement location may be relocated if required by project permits, engineering requirements or the results of any survey conducted by Buyer. The easement rights shall include a right of way for ingress to and egress from the easement property across adjacent lands of Seller by means of existing trails and roads thereon, if any; otherwise by such trails and roads as shall cause the least practicable damage and inconvenience to Seller and further provided that Buyer shall have the right to build, construct, maintain, and repair such trails and roads thereon for access to the easement property. The description of the land burdened by the easements shall be prepared by Buyer.

Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits, provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within 60 days of notice of the exercise of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) of easement and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing and shall be in a form customarily used by Buyer. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Seller's expenses for legal and consultant services (if any) arranged for and obtained by Seller.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Easement to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, good and marketable fee simple title, free and clear of any liens, claims, encumbrances, rights-of-way, easements, leases, reservations, covenants, restrictions and any other title defects, except for the lien of then-current taxes which are not delinquent and utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery

thereof. If Seller fails or refuses to cure such defect within the specified 60 calendar days, or any extension consented to by Buyer, Buyer shall have the right to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by any mortgages or other monetary liens, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgages or other monetary liens. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages and monetary liens, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations and, by signing below, Seller represents that Seller has no knowledge of the presence of the same on the Property.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof and, by signing below, Seller represents that Seller has no knowledge of the same.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises and, by signing below, Seller represents that Seller has no knowledge of the same.
- F. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Somerset County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" in a form substantially similar to the form attached hereto as **SCHEDULE A**.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **EXTENDING THE OPTION.** The Buyer may extend the Option for a period of six (6) months if the request is made in writing prior to April 14th, 2010. Upon extending the Option, Buyer will pay to Seller additional Option Consideration of \$200~~00~~^{Two hundred} Dollars (\$200.00) to be applied to the Purchase Price. This consideration will be sent to the Seller within 15 days of the notice of extension. The initial Option Consideration will be retained by the Seller and not applied to the Purchase Price.

10. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

11. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument. For purposes of this Option Agreement, a facsimile signature shall be deemed an original.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event Seller shall default on any of its obligations herein, Buyer may seek to employ any and all available legal and equitable remedies, including specific performance, and Seller shall return all Option payments to Buyer. In the event of default by Buyer on any of its obligations herein, Buyer and Seller agree that Seller shall retain the Option Payment as liquidated damages as Seller's sole remedy.
- G. In the event Buyer's need for this Transmission Line is no longer needed and it sits unused for a period exceeding two years, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations, until such time as poles are removed.

11. **SIGNING.** This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. Buyer reserves the right to rescind its offer to option and make any option payments if this Option Agreement is not executed on or before Oct 28, 2009.

12. **ENTIRE AGREEMENT.** This Option Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties hereto and supersedes all prior discussions and agreements whether written or oral between the parties hereto with respect to the Option Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties hereto with respect thereto. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

IN WITNESS WHEREOF, Seller has signed and sealed this Option on the date first written above.

WITNESS:

David W. Robinson

SELLERS:

Janis M. Robinson
Margene B. Messell
Charles J. Rollin

BUYER:

Anne Cardini

Roger Howard

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Pleasant Ridge Plt.

Optionee: Independence Wind

Property: A certain parcel generally depicted as Carry Pond Rd, Rowe Pond Rd, Cross Rd, and Pleasant Ridge Rd. for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 264 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property, as well as in a new location in the vicinity. of the intersection of Rowe Pond Rd., Carry Pond Road, and Pleasant Ridge Road, Cross Road, and Pleasant Ridge Road.. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 14, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this ~~14th~~ day of Oct., 2009.

Witness:

David W. Robinson

Jenis M. Robinson
Marlene B Merrill
Charles F. Rollins

Printed Name: Jenis M. Robinson
Marlene B. Merrill
CHARLES F. ROLLINS

State of Maine
Somerset County

Oct. 14, 2009

Personally appeared the above named Select People ^{Jenis M. Robinson} ^{Marlene B. Merrill} ^{Charles F. Rollins} and acknowledged before me the foregoing instrument to be his/her free act and deed.

[Signature]
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: 1/Arthur Cummings; 2/June Pedrick; 3/Loanne Thomas

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 5 on Tax Map 4 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 250 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 15, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 15 day of Oct, 2009.

Witness:

Marlene Cummings

Arthur Cummings

Printed Name: Arthur Cummings

State of Maine

Androscoggin County

Oct 15, 2009

Personally appeared the above named Arthur Cummings and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 19 day of Oct, 2009.

Witness:

Jessie Solomon

Loann Thomas

Printed Name: Loann Thomas

State of Maine

Sagadahoc County

Oct 19, 2009

Personally appeared the above named Loann Thomas and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 28th day of October, 2009.

Witness:

Richard L. Parent Jr.

June Pedrick

Printed Name: June Pedrick

State of Iowa

Van Buren County

October 28, 2009

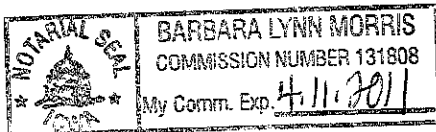
Personally appeared the above named June Pedrick and acknowledged before me the foregoing instrument to be his/her free act and deed.

Barbara Morris
Notary Public/Attorney at Law

Barbara Morris

Printed Name

My Commission Expires 4.11.2011



SCHEDULE A

MEMORANDUM OF OPTION

JK RLP

Optionor: 1/Arthur Cummings; 2/June Pedrick; 3/Loanné Thomas

Optionee: Independence Wind

Property: A certain parcel generally depicted as Lot 7 on Tax Map 4 for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 1637 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 15, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 15 day of Oct, 2009.

Witness:

Marlene Cummings

Arthur Cummings

Printed Name: Arthur Cummings

State of Maine

Androscoggin County

Oct 15, 2009

Personally appeared the above named Arthur Cummings and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 19 day of Oct, 2009.

Witness:

Jessie Solomon

Loann Thomas

Printed Name: Loann Thomas

State of Maine

Sagadahoc County

Oct 19, 2009

Personally appeared the above named Loann Thomas and acknowledged before me the foregoing instrument to be his/her free act and deed.

Richard L. Parent Jr.
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 28 day of October, 2009.

Witness:

June Pedrick

June Pedrick

Printed Name: June Pedrick

State of Iowa

Van Buren County

October 28, 2009

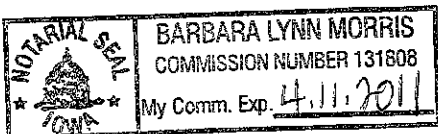
Personally appeared the above named June Pedrick and acknowledged before me the foregoing instrument to be his/her free act and deed.

Barbara Morris
Notary Public/Attorney at Law

Barbara Morris

Printed Name

My Commission Expires 4.11.2011



SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Pleasant Ridge Plt.

Optionee: Independence Wind

Property: A certain parcel generally depicted as Carry Pond Rd, Rowe Pond Rd, Cross Rd, and Pleasant Ridge Rd. for the Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 264 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property, as well as in a new location in the vicinity. of the intersection of Rowe Pond Rd., Carry Pond Road, and Pleasant Ridge Road, Cross Road, and Pleasant Ridge Road. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before April 14, 2010

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 14th day of Oct., 2009.

Witness:

David W. Robinson

Jenis M. Robinson
Marlene B Merrill
Charles F. Rollins

Printed Name: Jenis M. Robinson
Marlene B. Merrill
CHARLES F. ROLLINS

State of Maine
Somerset County

Oct. 14, 2009

Personally appeared the above named Select People ^{Jenis M. Robinson} ^{Marlene B. Merrill} ^{Charles F. Rollins} and acknowledged before me the foregoing instrument to be his/her free act and deed.

[Signature]
Notary Public/Attorney at Law

Richard L. Parent Jr.

Printed Name

My Commission Expires April 26, 2014

MEMORANDUM OF OPTION AGREEMENT

Optionor: Plum Creek Maine Timberlands, L.L.C.

Optionee: Highland Wind LLC

Description of Option Premises:

Powerline easement affecting lands of Optionor in Pleasant Ridge Plantation and Concord Plantation, Somerset County, Maine, generally parallel to and abutting the existing Central Maine Power Company easement and described in Exhibit "A" attached.

Date of Option: November 18th, 2009

Term of Option: Two years

In witness whereof, Plum Creek Maine Timberlands, L.L.C. has hereunto caused this instrument to be signed and sealed by the undersigned duly authorized this 18 day of November, 2009.

Witness: Cornelia

Plum Creek Maine Timberlands, L.L.C.

By: [Signature]
Russell S. Hagen, Vice-President,
Energy and Renewables and Natural Resources

State of Georgia
County of Fulton

November 18, 2009

Then personally appeared the above-named Russell S. Hagen in his capacity as Vice President – Energy Renewable and Natural Resources of Plum Creek Maine Timberlands, L.L.C., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

[Signature]

SEAL

Notary Public

Printed name: Marlyn Minor

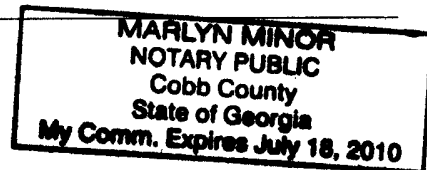
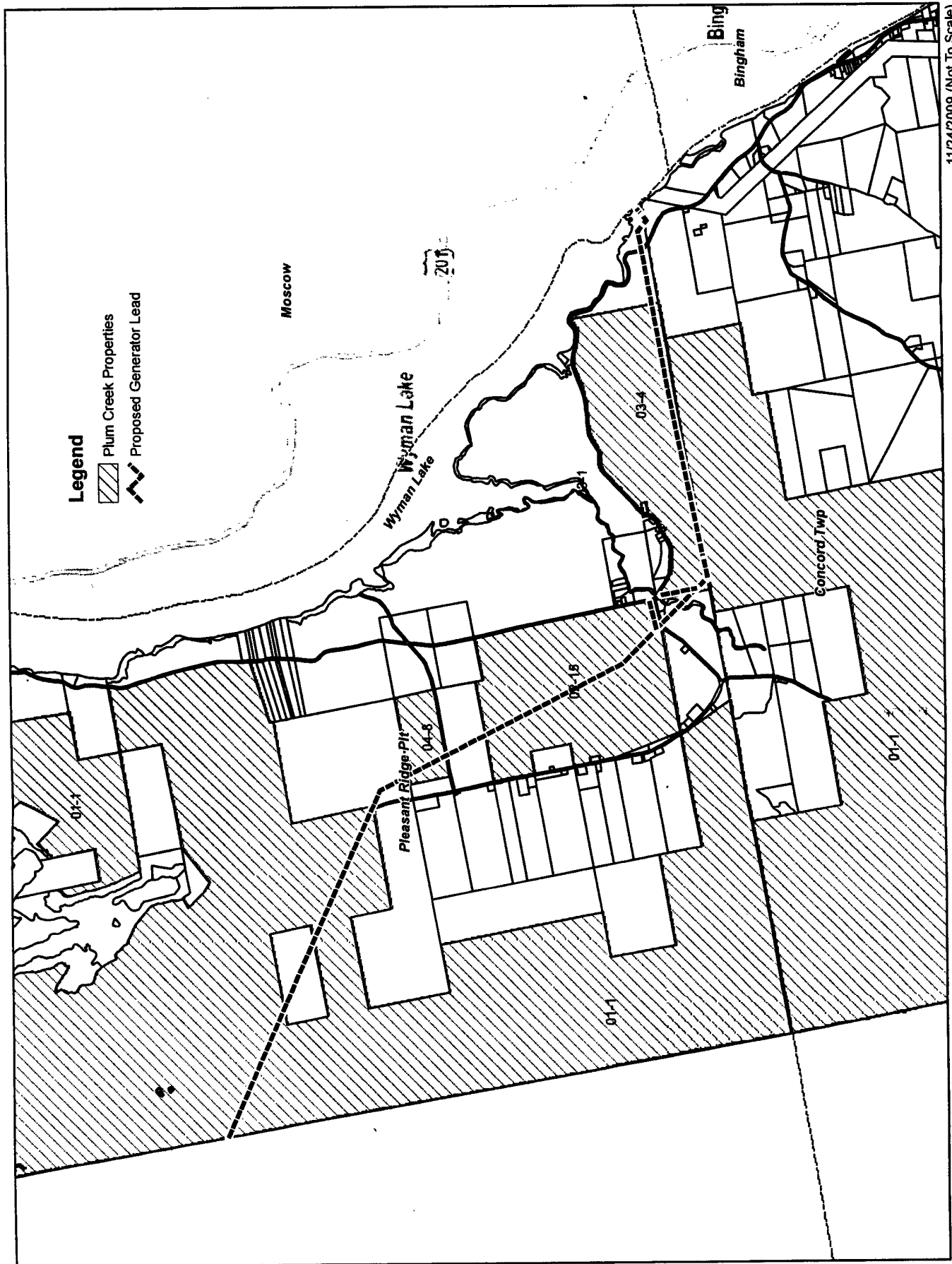


EXHIBIT "A"

Several parcels or lots of land situate in Pleasant Ridge Plantation and Concord Township located in Somerset County, Maine and owned by Plum Creek Maine Timberlands, L.L.C., which parcels are each 75 feet wide and together comprise approximately 6-7 miles in length, the east line of each of said parcels being immediately adjacent to an existing Central Maine Power 115kv line corridor on land of Plum Creek Maine Timberlands, L.L.C. in said Pleasant Ridge Plantation and Concord Plantation, Maine. The location of said parcels being generally depicted on the sketch attached hereto as Exhibit A-1.

Received
Recorded Register of Deeds
Nov 30, 2009 10:17A
Somerset County
Diane M Godin

EXHIBIT A-1





December 18, 2009

To whom it may concern,

I am writing to you in connection with Highland Wind LLC's ("**Highland**") proposed wind turbine electrical generation facility in Highland Plantation (the "**Wind Farm**"). It is FPL Energy Maine Hydro LLC's ("**Maine Hydro**") understanding that Highland proposes to construct a generator lead between the Bigelow and the Wyman substations (transmission line) that will serve the Wind Farm, a portion of which would be over Maine Hydro's land. This proposed Highland transmission line would connect the Wind Farm to the Central Maine Power electrical system at Wyman Sub-station, Moscow, Maine. It is Highland's proposal to locate this one hundred feet (100') wide transmission line easement parallel and adjacent to CMP's existing one hundred fifty feet (150') wide Section 215 line.

Maine Hydro has agreed to enter into discussions with Highland regarding Highland's proposed purchase of a transmission line easement to serve the Wind Farm over Maine Hydro's land located in Pleasant Ridge Plantation, Moscow and Concord Township. As a part of these discussions, Maine Hydro must review certain studies, plans and specifications for Highland's proposed transmission line and interconnection to ensure that: i) the Federal Energy Regulatory Commission ("FERC") licensed hydroelectric projects of Maine Hydro (including the Wyman facility) will not be adversely affected by such an easement grant and interconnection; ii) that the grant of such a transmission easement within the boundaries of the FERC licensed project is consistent with the license issued by the FERC; and iii) that Highland's proposed use of Maine Hydro lands for a transmission corridor will be subject to all necessary corporate and governmental approvals, including approval of the FERC.

Maine Hydro agrees that this letter may be attached to Highland's LURC permit application for the Highland Wind Project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad P. Clark".

Chad P. Clark, P.E.

Vice President

FPL Energy Maine Hydro LLC

SCHEDULE A

MEMORANDUM OF OPTION

Optionor: Peter Richmond

Optionee: Independence Wind

Property: A certain parcel generally depicted as the southwesterly portion of Lot 6 on Tax Map 4 Town of Pleasant Ridge Plt. over which parcel will be located an easement within a strip of land, 75-100 feet in width, approximately 2,334 Feet in length, immediately adjacent to an existing Central Maine Power 115kv line corridor on Optionor's property. The easement location may be relocated on the Optionor's property if required by project permits, engineering requirements or the results of any survey conducted by Optionee. The easement rights include a right of way for ingress to and egress from the easement property across the Optionor's property.

Term: To be exercised on or before December 31, 2009.

In witness whereof, the Optionor has caused this instrument to be signed and sealed this 29th day of Oct, 2009.

Witness:

Barry D. Sandford

Peter N. Richmond

Printed Name: Peter Richmond

State of Maine
Somerset County
Oct 29, 2009

Personally appeared the above named Peter Richmond and acknowledged before me the foregoing instrument to be his/her free act and deed.

[Signature]
Notary Public/Attorney at Law

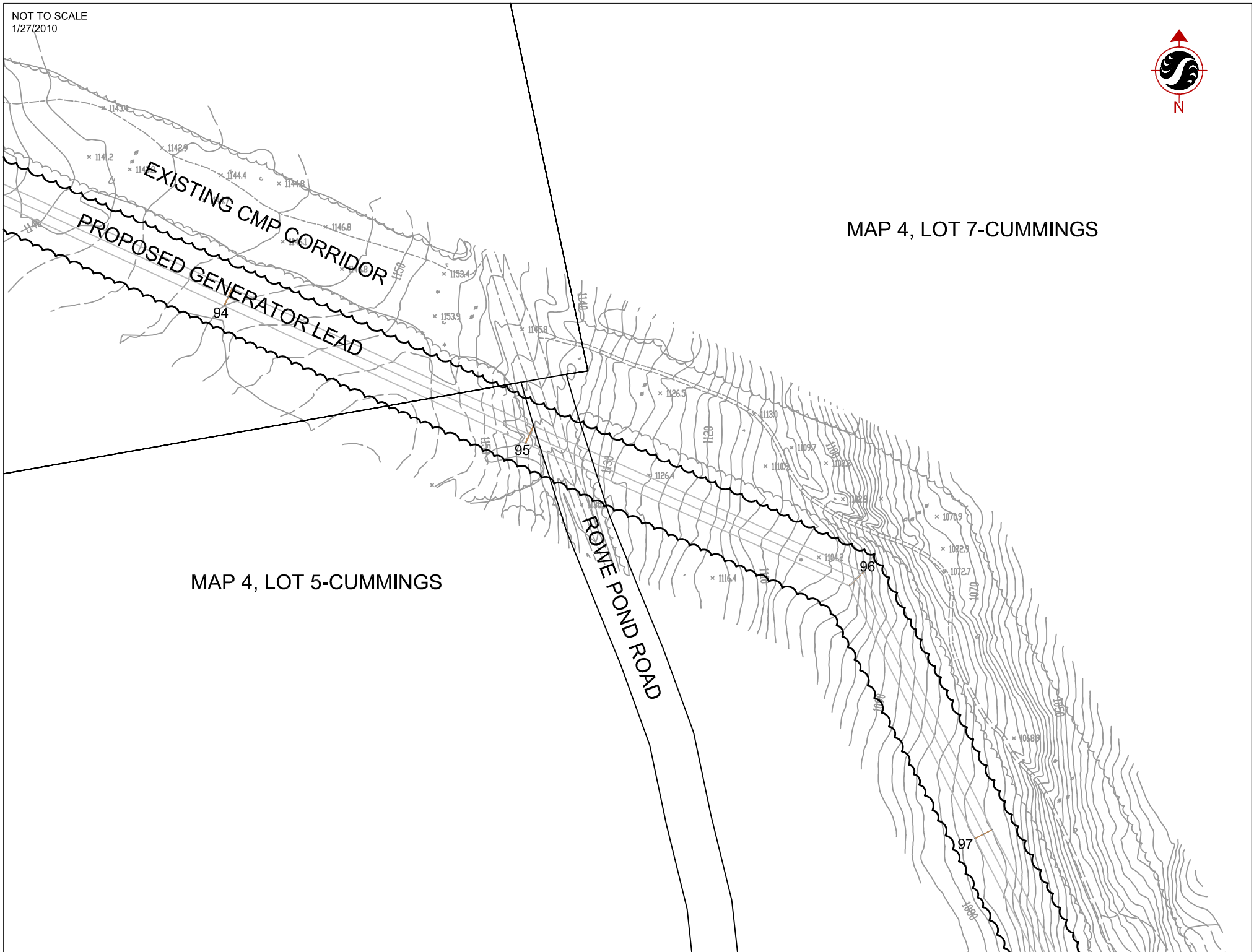
Richard L. Parent Jr.
Printed Name
My Commission Expires April 26, 2014

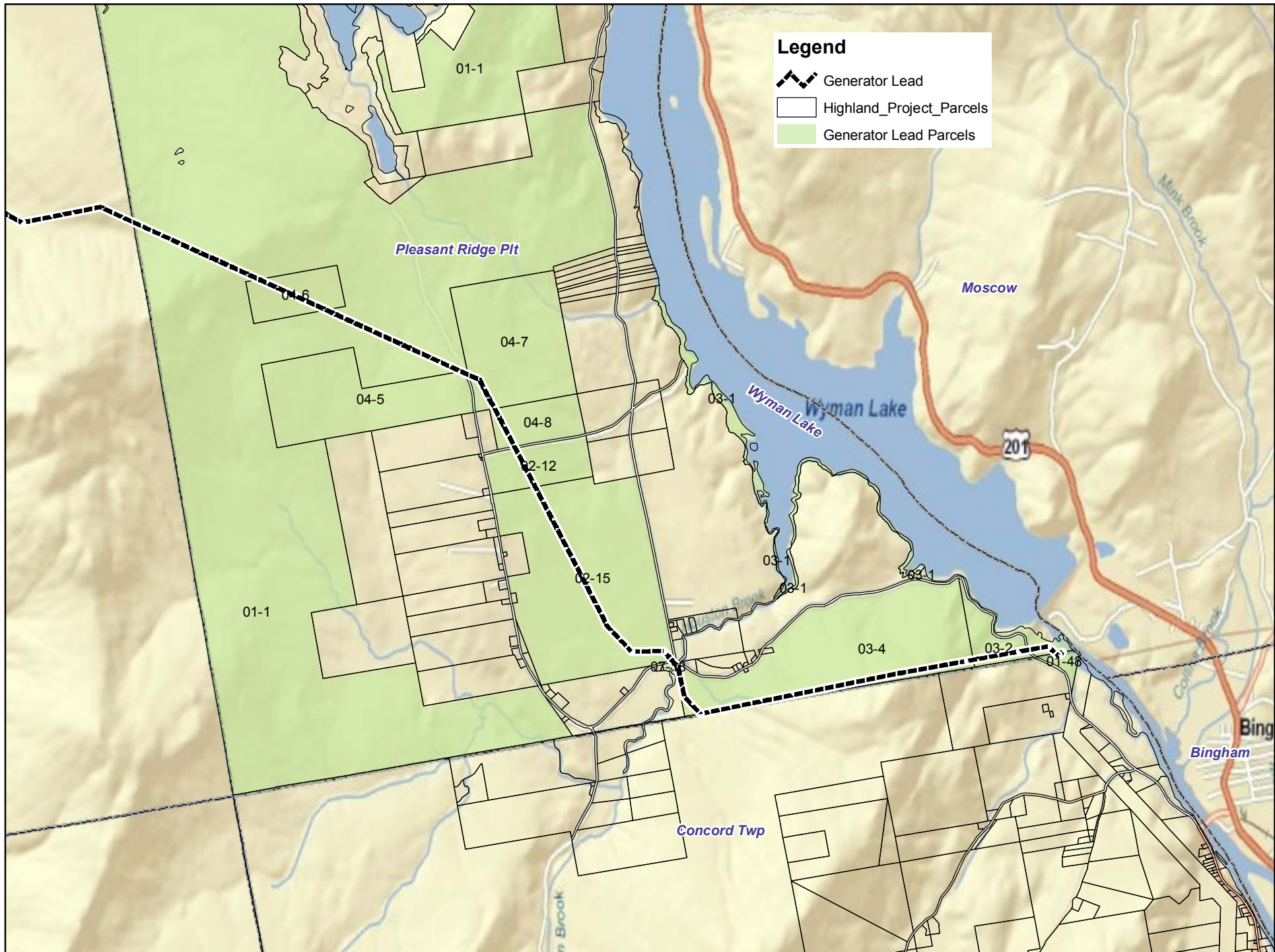
NOT TO SCALE
1/27/2010



MAP 4, LOT 7-CUMMINGS

MAP 4, LOT 5-CUMMINGS





Section 5 Alternatives Analysis

5.0 ALTERNATIVE ANALYSIS

Highland Wind LLC (Highland) proposes to construct a 128.6-megawatt (MW) wind energy project located in Highland Plantation and Pleasant Ridge Plantation, Somerset County, Maine (Figure 1). The Highland Wind Project (Project) includes 48 turbines, a 34.5-kilovolt (kV) electrical collector system, an electrical collection substation, a 115-kV generator lead, an Operations and Maintenance (O&M) building, and four permanent 80-meter meteorological (met) towers. Highland seeks approval of the Project from the Land Use Regulation Commission (LURC).

5.1 Project Description

As currently designed, the Project proposes to construct up to 48 wind turbines on two distinct ridgelines in Highland Plantation, Maine. The western string will include 26 turbines located on the ridgeline that connects Stewart Mountain, Witham Mountain, and Bald Mountain. The meteorological data collected on this ridgeline suggests that weather conditions can be extreme, and that the wind resource is excellent. These conditions can support the use of a "Class I turbine" that can generate significant amounts of renewable energy in these high powered winds. The wind regime found on the eastern ridge, on which 22 turbines are proposed, is more moderate. A single, continuous access road will allow construction and maintenance access to both ridgelines.

The 34.5-kV electrical collector system will transfer power from the turbines to the proposed collector substation located north of Witham Mountain. These collector lines will be placed underground in the shoulder of Project roads along the ridgeline. Locating these lines in the road shoulders reduces the Project footprint and reduces potential line maintenance costs along the exposed ridges. The approximately 11-mile long, 115-kV generator lead will connect the on-site collector station to the existing Wyman Dam substation located in Moscow, Maine, where power will be transferred to the Central Maine Power Company (CMP) system and ultimately distributed to the New England grid.

The final design for the Project includes approximately 19,695 square feet of temporary wetland fill associated with mats for collector line and generator lead construction. Approximately 6.46 acres of wetland vegetation will be permanently maintained as low growing shrubs and herbaceous vegetation. In the summit areas, 19,707 square feet of permanent wetland fill will occur from the development of the Project. In addition, 54 streams will be directly impacted by a component of the Project, totaling 3,195 linear feet of stream impact. This impact total includes culvert and bridge crossings, and the direct fill of two small stream segments. Bridge crossings will occur at eight stream crossings, including the crossing of Sandy Stream.

5.2 Project Purpose and Need

5.2.1 Project Purpose

The purpose of the Project is to construct an environmentally acceptable, large-scale wind energy project in the Western Maine mountains that can deliver a substantial amount of inflation-resistant, clean, renewable energy to customers in Maine and New England.

5.2.2 Project Need

At its current level, energy production in New England may not be fully sufficient to meet future consumer demand. According to the ISO New England *2009 Regional System Plan*, due to the reduced overall demand for electricity in 2009, there likely will be sufficient electrical generation capacity to meet consumer needs through 2018, provided the 37,283 MW of cleared capacity is operational by 2011.¹ This same report also states that peak demands may not be met. One of the operational capacity forecasts determined that a shortfall of 120 MW could occur by the summer of 2010, and a deficit peak of

¹ ISO New England, Inc. October 15, 2009. *2009 Regional System Plan*. Available at: http://www.iso-ne.com/trans/rsp/2009/rsp09_final.pdf. Last visited November 13, 2009.

1,150 MW could occur by the summer of 2012. Energy to meet these peak demands would have to come from outside the region.

There is also a need to reduce greenhouse gases through the employment of clean, renewable energy. In 2009, approximately 70 percent of the region's installed generator capacity was fossil fuel-based (i.e., natural gas, oil and coal), and only about 14 percent of electricity was generated by renewable resources such as hydro-and wind-power.² The actual generation of electricity in 2008 utilized fossil fuels for approximately 57 percent of the electrical energy produced. In the past decade, Maine and New England have set statewide and regional goals and policies designed to address greenhouse gas emission concerns. The primary policy designed to address these concerns is the Regional Greenhouse Gas Initiative (RGGI). The RGGI is designed to help cap and control carbon dioxide emissions from power production facilities without increasing the energy cost passed onto consumers. The RGGI meets these goals by setting a cap on total emissions. Unlike fossil fuel-based power production facilities, wind power projects can provide power without any carbon dioxide emissions, or acid-rain producing SO_x, and therefore provide a means for meeting increasing energy demands consistent with the goals and objectives of the RGGI.

In 2004, the Maine State Legislature enacted legislation designed to encourage low-emission power production facilities. The Electric Restructuring Act includes a renewable portfolio standard, which requires retail power suppliers to include 30 percent of renewable or efficient sources in their portfolios. In 2007, the Legislature enacted an Act to Stimulate Demand for Renewable Energy, which added the requirement that retail power suppliers include certain percentages of new renewable resources. The requirement begins with 1 percent in 2008 and increases by 1 percent per year to 10 percent in 2017.³ Through this legislation, Maine's goal was to return greenhouse gases to 1990 levels by 2010 and reduce these levels by an additional 10 percent by 2020. To achieve this goal, the combined legislation was intended to foster an environment conducive to development and use of an energy portfolio that includes more environmentally favorable sources and to encourage development of such sources by requiring suppliers to include this power in their portfolios. Additional legislation passed in 2009 furthered the intent to reduce greenhouse gases by setting a goal to cut consumption of liquid fossil fuels by 30 percent by 2030.⁴

In 2008, the Maine Legislature made a significant statement of its preference and desire to attract wind power in the State through its adoption of recommendations of the wind power task force.⁵ This emergency legislation, referred to loosely as the "Maine Wind Energy Act" (the Act), mandated the State to "take every reasonable action to encourage the attraction of appropriately sited development related to wind development" and includes measures designed to streamline and standardize the regulatory process for wind farm development. It was deemed to be "immediately necessary for the preservation of the public peace, health and safety."⁶ The Act goes further to state that the encouragement of wind energy may displace power generation through fossil fuels and thus "improve environmental quality."⁷ In addition to specific provisions governing the permitting of wind power in Maine, the Act establishes a goal of developing at least 2,000 MW of installed wind power capacity in Maine by 2015, and 3,000 MW of installed capacity by 2020. Currently, there is 99 MW of installed commercial wind power capacity operating in Maine, although there is an additional 208 MW of wind power capacity that has been permitted and is currently under construction. At 128.6 MW, this Project represents an important and

² Id.

³ Maine Public Utilities Commission Review of Emerging Technologies as Eligible Resources under State's Portfolio Requirement, Feb. 10, 2005. Available at: http://www.maine.gov/mpuc/staying_informed/legislative/2005legislation/emerging_tech_rpt.htm). Annual Report on the New Renewable Resource Portfolio Requirement, Maine Public Utilities Commission, March 31, 2008. Available at: www.maine.gov/mpuc/legislative/archive/2006legislation/RPSreport.doc

⁴ P. L., ch 372 (effective September 12, 2009); *An Act Regarding Maine's Energy Future*.

⁵ P.L. 2007, ch. 661 (effective Apr. 18, 2008); *An Act to Implement Recommendations of the Governor's Task Force in Wind Power Development*.

⁶ Id.

⁷ Id.

substantial step toward meeting the State's goal of developing more than 2,000 MW of wind power by 2015.

5.3 Alternatives Analysis

The Applicant has extensively examined practical alternatives in selecting the site for the Project. The objective of the following analysis is to describe the screening process that led to the selection of the proposed facility location as the Least Environmentally Damaging Practicable Alternative (LEDPA) in accordance with the Environmental Protection Agency's Clean Water Act (CWA) 404(b)(1) guidelines.

LURC standards require a project altering over 15,000 square feet or any *Wetlands of Special Significance*⁸ to show that it will "not cause a loss in wetland area, functions and values if there is a practicable alternative to the project that would be less damaging to the environment."⁹ In addition, projects "must limit the amount of wetland to be altered to the minimum amount necessary to complete the project."¹⁰ Section 404(b)(1) of the CWA, administered by the U.S. Army Corps of Engineers (Corps), requires a project to avoid unnecessary filling of waters and wetlands. The Corps guidelines prohibit the discharge of fill where less environmental damaging practicable alternatives exist and if all appropriate and practical mitigation has not been taken. According to the Corps "[a]n alternative is practicable if it is available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes."¹¹

For each alternative presented below, a discussion is provided regarding feasibility, logistics, and potential environmental impacts. A number of options were reviewed, with the ultimate goal of identifying an alternative that meets the Project purpose and has the least environmental impacts. As discussed more thoroughly below, the selected site is the most practicable site available to achieve the applicant's goal of developing a large-scale wind power project in Western Maine capable of producing a substantial amount of renewable energy.

5.3.1 Wind Project Site Selection

The site that was selected best meets the Project purpose of developing an environmentally acceptable, large-scale wind energy project in western Maine to deliver inflation-resistant, clean, renewable energy to customers in Maine and New England. The Applicant conducted a wide-reaching survey of potential wind power sites before selecting the Project area.

Highland considered multiple factors when selecting the site, both in terms of overall environmental impacts and economic viability of sites. These factors included wind quality, relative proximity to transmission infrastructure, general site topography and accessibility, land use compatibility, and overall environmental impacts. Highland initially screened a number of sites that each had significant concentrations of the characteristics necessary for acceptable wind power development. The geographic scope of this survey covered the entire western third of the State of Maine. The Applicant has interest in developing a site in the western part of the state because of the high class winds found there. The screening analysis utilized publicly available information concerning the criteria set forth above.

After completing the initial analysis, the Applicant pared down the list of potential sites to the eight sites shown, as analyzed, in Appendix 5-1. As the matrix demonstrates, many of the sites had at least one serious deficiency that would make development extremely difficult, expensive, or environmentally unacceptable. Of the sites without critical deficiencies, the selected site had the best combination of all characteristics. The Applicant acknowledges that there are other good opportunities in some of the remaining areas, but none with as strong an overall appeal and capability of supporting a project as low in

⁸ Land Use Regulation Commission, Land Use Districts and Standards, Chapter 10.23,N(2).

⁹ Id. at 10.25,P(2)

¹⁰ Id.

¹¹ Part 230: Section 404(b)(1) Guidelines for Specification of Disposal Sites for Dredge or Fill Material, § 230.10 Restrictions on Discharge.

environmental impact relative to its size and projected energy output. There are no existing wind power facilities that could be expanded as an alternative to this Project and meet the Applicant's production goals.

The following narrative further describes the application of the Project selection criteria.

Analysis of Selected Wind Project Sites

Quality of Wind Resource

Wind resource quality is the primary driver when selecting the location for a wind power development. Without sufficient wind quality, commercial scale wind energy projects are infeasible. The quality of the wind resource is based on the strength and consistency of the wind. The wind resource map for the State of Maine (Appendix 5-2) demonstrates that there are distinct portions of the State where high class wind can be found. The Project area is one of those areas.

Based on this knowledge, project developers erected a series of pre-development met towers on the Project ridgelines in 2008. Since their installation, these met towers have collected data on wind speed, direction, and consistency. These data indicate the wind resources are excellent on the western ridgeline and more moderate on the eastern ridgeline. This site specific wind data, in combination with the land form and surrounding landscape, confirm that these ridgelines are well suited for an economically viable commercial scale wind development. In fact, given the turbine technology selected for the Project, the Highland layout is capable of producing approximately 360,000 MW/hour/year. According to the U.S. Energy Information Administration, that is enough electricity to power approximately 48,300 homes based on the most recent average energy consumption data for New England.¹² For reference, the 2000 U.S. Census reported that *combined* Somerset, Piscataquis, and Franklin counties have 39,580 households.¹³

Topography and Accessibility

Most economically viable alternatives are limited to areas where the land forms are of sufficient size to allow development of a significant number of turbines in a string, oriented perpendicular to the prevailing wind direction, and are elevated such that they concentrate the wind resource without compromising accessibility. This combination of characteristics allows for a greater ability to harness the power of the prevailing winds. The Project area offers an excellent example of a site that features each of these characteristics.

The prevailing wind in the Project area is from the northwest. The Stewart Mountain ridgeline is located just "downwind" from geographic features that serve as a "funnel" for these prevailing winds. Before reaching the Project area, the prevailing winds cross Flagstaff Lake; a resource that offers no wind resistance. The Bigelow Range, located south of Flagstaff Lake, backstops this wind and funnels it toward the southeastern tip of the lake, where the wind compresses and then continues towards Stewart Mountain. This setting provides an ideal arrangement for wind power generation, as this compressed wind sweeps into the ridgeline turbine string.

Stewart Mountain is an approximately three-mile long, north-south oriented ridge, as is the Burnt Hill-Briggs Hill ridgeline. The other Project ridgeline consisting of Witham Mountain and Bald Mountain is approximately two miles long and has a west-east orientation. These ridgelines will allow for principally linear turbine strings, which will reduce power losses resulting from "wake effect" or turbulence that occurs when one turbine is downwind from another. Wake effect issues are further minimized on Stewart Mountain and the Burnt Hill-Briggs Hill ridgeline because the north-south orientation places the turbine strings perpendicular to the prevailing west-east wind direction.

¹² 2005 Residential Energy Consumption Survey, Table US3. Available at:

http://www.eia.doe.gov/emeu/recs/recs2005/c&e/detailed_tables2005c&e.html. Last visited: December 14, 2009.

¹³ 2000 United States Census. Available at: <http://www.census.gov/main/www/cen2000.html>. Last visited December 14, 2009. The U.S. Census uses the term "household" to mean "a housing unit."

In addition to offering appealing topographical features for capturing wind power, the Project area also offers easy access. Access to the western portion of the Project for both construction and maintenance will occur from Long Falls Dam Road and will follow an existing access road for a portion of its length. From Long Falls Dam Road, initial topography is gradual to moderate, which should help reduce costs and environmental impact. Access along the actual ridgelines will follow the west side of Stewart Mountain and the north side of Witham Mountain where topography is more gradual. Access to the eastern portion of the Project will occur from the northwest side of Burnt Hill and will follow an existing road for a portion of its length. Topography in this area is gradual, making it appealing for an access route. Access will follow the western side of the ridgeline where topography is generally less steep.

In summary, the Project ridgelines have a combination of ridge length, orientation, and surrounding topography, making the prospect of wind development appealing.

Proximity to Transmission Infrastructure

The proximity of existing electrical transmission infrastructure is an important site selection criterion, as this directly influences both Project costs and environmental impacts. It is well known that Maine's transmission infrastructure is limited, and the infrastructure network is often weakest in areas that offer high class winds. The lack of robust power infrastructure has required some viable wind power sites constructed in Maine to build 20 or 30 miles of new lines in order to reach existing distribution points. The Project site will require approximately 11 miles of new line construction to reach the CMP substation in Moscow. While 11 miles is a considerable distance, for over half its length, the Project electrical generator lead will be co-located with an existing CMP transmission line. The relatively short length of this line in conjunction with co-location will reduce costs and environmental impacts.

Compatibility with Existing Land Uses

The Project's generation facility will be located in an area currently used for commercial logging operations, a land use that is particularly compatible with wind power development. Logging activities will continue unimpeded in the surrounding area. In addition, the existing network of logging roads will be utilized and upgraded where appropriate to provide construction and operational access, thereby reducing development of new roads. A total of approximately 3.2 miles of existing logging roads will be rebuilt for the Project, and approximately 22.5 miles of new roadway will be constructed. These improvements will facilitate continued commercial land management activities in the area. New roads will be constructed to avoid wetland and stream impacts where practicable.

The generator lead for the Project similarly takes advantage of existing land uses. In addition to being co-located with an existing transmission line for much of its length, the generator lead route passes over harvested timberland for significant distances.

Environmental Impacts

The Project area provides an excellent location for a wind power development. As stated above, the property currently is and has historically been used for commercial logging. A number of existing roads provide access within the property, and existing clearings can be incorporated into the Project design, thereby reducing the need to clear land. Because the Project design utilizes existing roads and clearings, it minimizes impacts to wetlands and streams and aids in limiting additional forest habitat fragmentation. The natural communities observed within the Project area are common in the northern/western Maine landscape and as a result of timber harvesting, would not be considered exemplary examples of their individual community types. No rare, threatened, or endangered plant species were documented within the Project area.

Only one mapped Significant Wildlife Habitat,¹⁴ an Inland Waterfowl and Wading Bird Habitat, occurs within the larger Project area. The Project results in no direct disturbance to this habitat. This mapped habitat, which is associated with Stony Brook, is located north of the proposed collector line that will run between Stewart and Witham Mountains. Based upon the existing habitat map, the proposed corridor will

¹⁴ Site-specific vernal pool surveys identified three Significant Vernal Pools within the Project area. These are further discussed below in Section 5.4.1.

be located outside of the habitat, including its 250-foot buffer. Since construction activities will be outside of the habitat buffer, adverse impacts are expected to be limited.

The entire Project (generation facility and associated infrastructure) is located outside of the Critical Habitat for Atlantic salmon (*Salmo salar*) and Canada lynx (*Lynx canadensis*). In addition, there are no bald eagle (*Haliaeetus leucocephalus*) nests within four miles of the generation facility. However, three state-identified rare wildlife species occur or are thought to occur within the Project area: northern spring salamander (*Gyrinophilus porphyriticus*), a Species of Special Concern; northern bog lemming (*Synaptomys borealis*), a state-threatened species; and Roaring Brook mayfly [also known as the flat-headed mayfly (*Epeorus frisoni*)], a state-endangered species. Targeted surveys identified the northern spring salamander in two streams on the ridgeline, and this species was incidentally observed in two other ridgeline streams and two streams along the generator lead. Evidence of bog lemming activity (e.g., fecal pellets, grass clippings, and runways) was observed in three ridgeline wetlands. Although these observations do not conclusively support the presence of the northern bog lemming, they were treated as such. Roaring Brook mayflies were identified from two ridgeline streams; one of these streams also was the site of a northern spring salamander observation. Impacts to these species were avoided or minimized to the extent practicable through extensive redesign efforts and through the use of bridges to cross these resources where necessary.

The Project design has attempted to avoid and minimize environmental impacts by incorporating existing infrastructure, avoiding direct impacts to sensitive resources where practicable, and maintaining wooded buffers on streams and sensitive wildlife habitats. This design in conjunction with strong and consistent winds makes this Project a good candidate for wind power development.

5.4 Avoidance and Minimization

Highland undertook significant efforts to identify the LEDPA for the Project. Although as designed the Project will present some impact to natural resources, developing a Project of this scale without impacts is impracticable. Thus, throughout planning and design, wetland and sensitive wildlife habitat impacts were avoided, and unavoidable impacts were minimized to the maximum extent possible. The final design for the entire Project includes approximately 6.46 acres of wetland clearing, 19,707 square feet of permanent wetland fill, 19,695 square feet of temporary wetland fill, and 3,195 linear feet of permanent stream impact and 7,977 linear feet of clearing associated with stream crossings. There will be some impact to sensitive wildlife habitats, including new stream crossings and minimal alteration of critical terrestrial habitat at Significant Vernal Pools.

5.4.1 Avoidance

Efforts to avoid environmental impacts throughout the Project were ongoing during Project planning. This involved using existing roads and placing roads and turbine platforms outside of wetland areas to the maximum extent practicable. Wetland fill associated with Project components are limited to relatively small and scatter impacts at road crossings, the Project O&M building site, and at eight turbine locations.

Access Road Design

The Project access roads, which when combined with crane paths total approximately 25.7 miles, were designed to avoid wetland resources where possible; however, the over 300 wetlands and nearly 140 stream resources on the ridgelines could not be completely avoided. The road layouts generally avoid those larger and higher functioning wetlands, which helps to reduce direct functional losses. There will likely be some indirect functional losses, particularly of wildlife habitat, for those wetlands that will be bounded on multiple sides by roads. However, this occurs at only a few locations, and typically occurs in areas of past disturbance. The proposed Project design proposes to revegetate some discontinued road segments, which will help with stormwater management and reduce indirect wetland impacts.

In numerous locations, including at Sandy Stream, the Project proposes to cross stream resources with bridges to avoid in-stream impacts. The Sandy Stream crossing will demand an extensive bridge design

that will span from bank to bank and will utilize an upland island to provide stability to the approximately 100-foot long structure.

In regard to reducing potential impacts to sensitive wildlife habitat, roads were re-aligned to avoid direct impacts to wetlands where bog lemming activity was identified. The road layout also maintains travel corridors in one wetland complex to allow for the potential dispersal of bog lemmings. The road alignments were designed to avoid streams where possible. To avoid in-stream work at those streams where the northern spring salamander and/or Roaring Brook mayfly were identified or are likely to occur, existing roads will be utilized where possible and bridges will be used at new road crossings to reduce impacts.

Turbine Pad and Permanent Met Tower Location

As is typical for wind power development, the initial turbine layout was designed to maximize energy output. Design revisions were then employed to avoid impacts where feasible. Accordingly, the redesign of the entire Project took into consideration visual impacts as well as wetland and sensitive wildlife habitat impacts associated with turbine pad and met tower development. The original Project design included a total of 66 turbines. Ten of these turbines were located on the northern end of Stewart Mountain, extending from the peak of Stewart Mountain to the boundary of Carrying Place Township. To reduce visual impacts for surrounding areas including the Appalachian Trail, the number of turbines located on the northern end of Stewart Mountain was reduced to two. Specific turbine pads and associated yard/lay-down areas were placed to avoid wetland areas where possible and minimize those impacts that could not be avoided. For example, Turbine E37 was re-located to avoid direct impact to an adjacent stream, and two of the yard/lay-down areas were adjusted to avoid temporary wetland impacts. At the request of biologists from the Maine Department of Inland Fisheries and Wildlife, the pad for Turbine W21 was redesigned to avoid stormwater and erosion/sedimentation concerns within the micro-watershed of wetland W134, one of the identified bog lemming habitats. Turbine W25 is the only turbine in the western string that presents direct wetland impacts; other turbines and associated yard/lay-down areas in this string will be constructed in available uplands. Along the eastern turbine string, a number of turbines will have minimal direct impacts to wetlands, but there will be no direct impact to the envelopes of Significant Vernal Pools on the eastern ridgeline. Turbine E44 will be located within the critical terrestrial habitat of vernal pool 05ED. Approximately 35 percent of the critical terrestrial habitat of this pool has already been cleared by activities related to timber harvesting, and the placement of this turbine will alter an additional 19 percent of this habitat. Individual impacts associated with the turbines are generally small given the scope and scale of this Project, and typically affect small, isolated resources. The total area to be cleared for the 48 turbine pads totals over 117 acres, and yet total wetland and stream impacts amount to only 9,700 square feet and principally affect small isolated wetlands.

The met towers will not result in any direct wetland impacts, but there will be one stream crossing. The access way to the Burnt Hill met tower will cross a small intermittent stream, and this crossing will involve installation of a culvert.

Electrical Design

Power from each of the 48 turbines needs to be collected by a 34.5-kV system that gathers the power from each machine and transmits the power to the collector substation. Much of the impact associated with the collector lines will be avoided by burying the line in the shoulder of the ridgeline access roads. This approach eliminates the need to clear additional widths in order to provide safe distances between overhead lines and nearby vegetation and avoids potential fill impacts associated with poles. The use of underground lines also avoids additional clearing within and adjacent to wetlands with documented bog lemming activity.

Although the use of buried line would essentially eliminate impacts associated with the collector line system, this approach is generally much more expensive than using aboveground line. Because of its expense, delivering all power to the collector substation using underground line is impracticable, so some aboveground lines will be employed. For the aboveground line portion of the collector line system, fill impacts were avoided by locating poles in available upland areas. Communication lines for the Project will be located with the collector lines and will be buried in the road shoulder or carried on the same pole

as the collector lines. As a result, there will be no additional impacts associated with this Project component. In addition, there is no direct wetland impacts associated with the proposed collector substation.

The electrical generator lead is approximately 11 miles long and extends from the Project collector substation to an existing CMP substation in Moscow. For over half its length, the generator lead will be co-located with an existing CMP transmission line. There will be minimal permanent fill impact associated with the electrical generator lead. Two proposed structures associated with the generator lead were relocated to avoid wetland fill impacts, resulting in only one of the 426 total electrical poles being placed within a wetland. All other poles will be placed in available uplands, including upland islands within large wetland complexes. The wetland complex located northwest of Cross Road is so large it makes spanning difficult and expensive, and thus a single structure will be placed in that wetland and will be the only permanent fill impact of the entire electrical design.

To reduce clearing within wetlands, a portion of the generator lead located north of Pleasant Ridge Road was realigned to avoid crossing a large wetland community. This realignment also eliminated fill associated with one of the pole structures. The Project will tie into an existing CMP substation, so there will be no additional impacts associated with this component of the electrical design. Access for construction of the generator lead line corridor will occur from public roads and will follow the length of the corridor thereby avoiding additional impacts. No additional clearing beyond the corridor will be required for construction access, and all temporary fill impacts will fall within the corridor clearing limits.

Operation and Maintenance Location

Highland considered different locations for the Project O&M building and selected a former log yard near Long Falls Dam Road as the preferred site. The majority of this site has been cleared previously in connection with timber management activities, which will reduce the need for additional clearing. The proximity of this site to Long Falls Dam Road will confine much of the regular traffic associated with operation of the facility to this small segment of the access road. In addition since access to the O&M building will need to be maintained year round, this location will reduce the length of road that will require winter maintenance (i.e., plowing and sanding). This location has only a few existing wetland resources, which were avoided to the extent practicable. As designed, a 25-foot buffer will be maintained on two streams, which are located to the north and south of the proposed building site. There will be fill impacts to one wetland located north of the building site. Because the access road from Long Falls Dam Road must be realigned to provide the necessary turning radius for large trucks, the O&M building cannot be shifted south to avoid this wetland. However, impacts have been minimized.

5.4.2 Minimization

Generally, crossing broad flat areas of wetlands were avoided. In the areas where wetland impacts could not be avoided, Highland minimized wetland impacts using various techniques, including narrowing road shoulders where possible and modifying cut and fill slopes on roads. The majority of cut and fill slopes will be graded at 2H:1V; however, in a few select areas, fill slopes will be as steep as 1.5:1 to prevent abnormally long fill extensions (Refer to Appendix 5-3¹⁵). Other attempts to minimize impacts included shifting the location of Turbine W21 away from wetland W134 and substantially adjusting grading associated with this turbine. The pad supporting Turbine W21 also was redesigned to minimize its size, reduce necessary grading and provide drainage that will direct stormwater away from wetland W134. These design modifications should eliminate potential stormwater runoff concerns at that wetland. The intent of these efforts was to minimize potential sedimentation or other effect on this wetland where bog lemming activity was identified. In numerous areas, roads were threaded between wetlands to avoid impacts or to cross the narrowest point of a wetland and have minimal effect on the wetland functions. Rock sandwiches will be used in some locations to maintain existing groundwater interchange between wetlands in proximity to one another. For example, where the proposed road will thread between wetlands W148 and W149, a rock sandwich will be used to maintain site hydrology. To minimize indirect

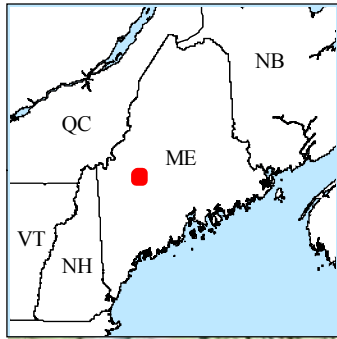
¹⁵ Appendix 5-3 provides the grading and fill plan and the associated blasting plan is provided in Appendix 5-4.

impacts such as disturbance to wildlife, buffers were maximized between Project components such as roads and turbine pads and wetland areas.





Road alignments will impact the critical terrestrial habitat of two identified Significant Vernal Pools. One of the pools, 04AA, has two existing gravel roads, Sandy Stream Valley Road and an access segment to Sandy Stream, within its critical terrestrial habitat. The proposed road design would discontinue that portion of Sandy Stream Valley Road within the critical terrestrial habitat and allow it to naturally revegetate; restoring approximately 2 percent of the critical terrestrial habitat. The new Project road would be placed at the very outer edge of the critical terrestrial habitat and would replace the discontinued portion of Sandy Stream Valley Road. The second existing gravel road that currently provides access to Sandy Stream would be incorporated into the proposed Project access road. Existing clearing within the critical terrestrial habitat of pool 04AA is approximately 18 percent, and the proposed Project would increase this clearing to 30 percent, less the discontinued portion of Sandy Stream Valley Road. At the second Significant Vernal Pool, 08ED, existing clearing as a result of timber harvesting activities is approximately 44 percent of the critical terrestrial habitat. The Project has been designed to restrict development to the previously disturbed areas without creating additional clearing. An existing skidder trail within this area of clearing will be converted into a gravel road to provide access to Turbines E47 and E48.

Impacts associated with the aboveground portion of the collector line will be minimized by locating poles in available uplands and by reducing clearing limits at all streams. Beginning within 100 feet of each stream, the clearing limits will be reduced from 80 feet to 40 or 50 feet depending on whether the pole carries one or two wires. These are minimum clearing widths to allow safe operation of these lines within the given location and environmental conditions. Further narrowing the corridors could result in wires coming into contact with surrounding vegetation, particularly during high wind events. This same approach to clearing will be used at streams within the proposed electrical generator lead where single pole structures are used. This minimization effort reduces the total area of clearing by 154 acres. Reducing the width of clearing impacts should help protect water quality and wildlife/fisheries habitat within these resources. For the electrical generator lead, additional minimization efforts included co-locating this corridor with an existing CMP transmission line. Co-locating this corridor reduces the effects of habitat fragmentation and results in essentially the widening of an existing right-of-way.

Figure 1




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Legend
 Turbine
 Approximate Project Area
 Proposed Access Road and Turbine Pads
 Proposed Collector Line and Generator Lead

Client/Project 195600385
Highland Wind, LLC
Highland Wind Project
Highland Plantation, Maine
 Figure No. 1
 Title
 Project Location Map
 November 12, 2009

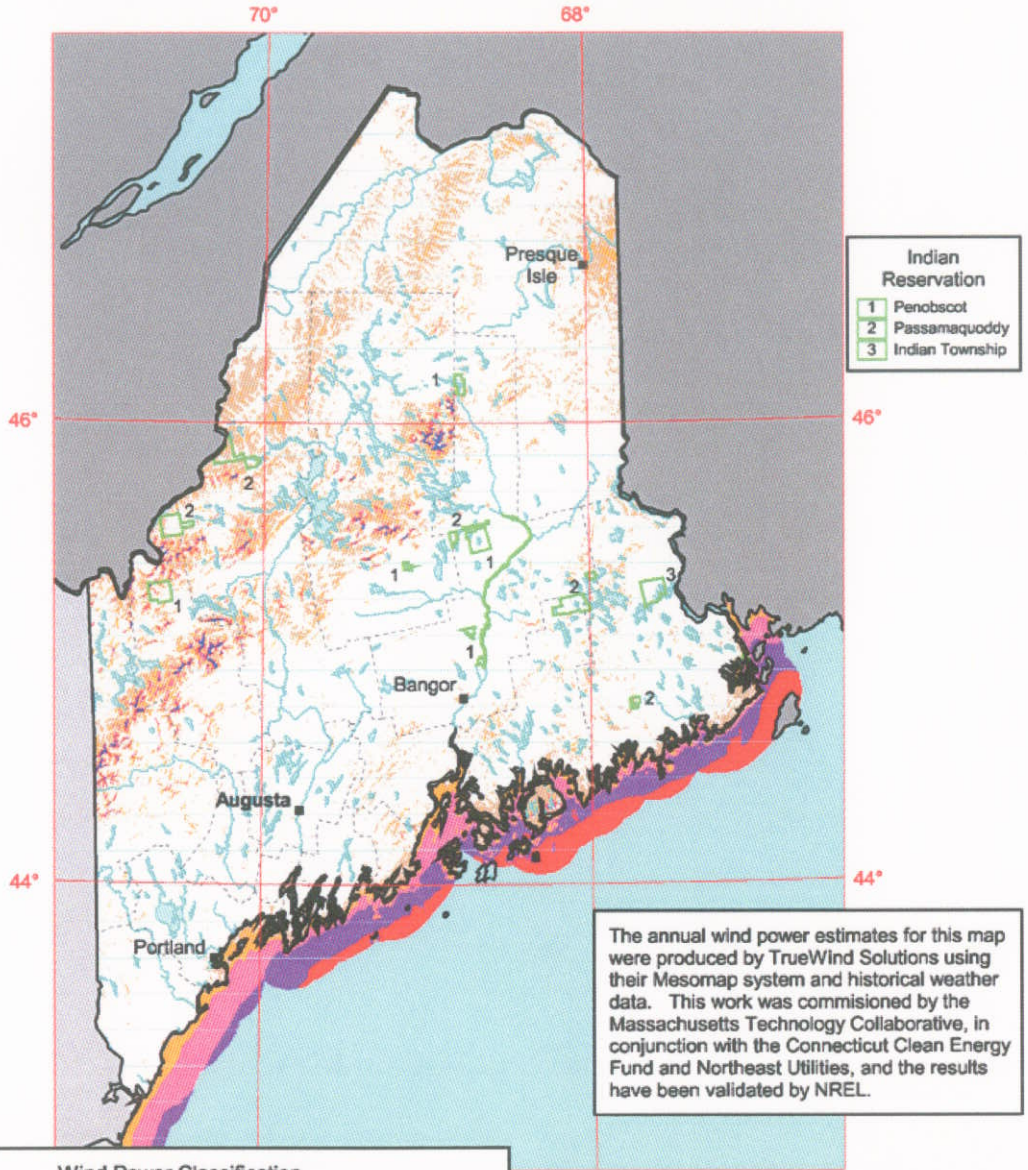
Appendix 5-1

Highland Alternatives Matrix

Site or Area	Wind Quality	Transmission Infrastructure	Topography and Accessibility	Land Use Compatibility/ Ownership Issues	Environmental Impacts	LEDPA Determination
Highland	Good to Excellent	Good	Very Favorable	Single landowner; compatible land uses	Low	LEDPA
Western Mountains #1	Good to Excellent	Fair to Good	Favorable	Significant land use conflicts	Moderate to low	Not LEDPA due to longer transmission lines and land use conflicts.
Western Mountains #2	Good	Fair to Poor	Fair; Road access problematic	Multiple owners, including one incompatible	Moderate to low	Not LEDPA due to longer transmission lines and one ownership land use conflict.
Western Mountains #3	Good-Excellent	Poor	Fair	Appalachian Trail conflict	Moderate	Not LEDPA due to longer transmission lines and Appalachian Trail conflict.
Western Mountains #4	Good	Very Good	Favorable but the site is small and will accommodate relatively few turbines	Multiple owners and some set-back limitations	Moderate except sound problems	Not LEDPA due to multiple owners, small scale and noise issues.
Western Mountains #5	Good	Fair	Fair -- some access problems	Large number of owners required.	Moderate	Not LEDPA due to many owners and length of transmission lines
Western Mountains #6	Good to Excellent	Fair to poor	Steep slopes	Significant	Steep slopes	Not LEDPA due to longer transmission lines and steep terrain
Western Maine #1	Good	Fair	Fair to Poor	Several land owners, some conflicting land use	Moderate	Not LEDPA because western Maine location considered was practicable only for a smaller project that would fail to meet the basic project purpose, and project location conflicted with neighboring land uses

Appendix 5-2

Maine - 50 m Wind Power



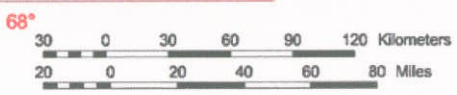
Indian Reservation

- 1 Penobscot
- 2 Passamaquoddy
- 3 Indian Township

The annual wind power estimates for this map were produced by TrueWind Solutions using their Mesomap system and historical weather data. This work was commissioned by the Massachusetts Technology Collaborative, in conjunction with the Connecticut Clean Energy Fund and Northeast Utilities, and the results have been validated by NREL.

Wind Power Classification				
Wind Power Class	Resource Potential	Wind Power Density at 50 m W/m ²	Wind Speed ^a at 50 m m/s	Wind Speed ^a at 50 m mph
1	Poor	0 - 200	0.0 - 5.6	0.0 - 12.5
2	Marginal	200 - 300	5.6 - 6.4	12.5 - 14.3
3	Fair	300 - 400	6.4 - 7.0	14.3 - 15.7
4	Good	400 - 500	7.0 - 7.5	15.7 - 16.8
5	Excellent	500 - 600	7.5 - 8.0	16.8 - 17.9
6	Outstanding	600 - 800	8.0 - 8.8	17.9 - 19.7
7	Superb	> 800	> 8.8	> 19.7

^a Wind speeds are based on a Weibull k value of 2.0



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National Renewable Energy Laboratory



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Appendix 5-3

Grading and Filling

The Highland Wind Project (Project) plan takes advantage of the existing topography at each turbine location and, where possible, utilizes existing roads to reduce overall cut and fill for the Project. However, the Project will require use of aggregate material for improvement of the existing logging roads and construction of new access roads and crane paths. Turbine sites must be graded to approximately level with no more than three percent cross slope. Table 1 below outlines the cut and fill requirements for the different portions of the Project. As the table demonstrates, despite efforts to minimize total cut and fill, a substantial amount of earthwork is necessary due to the Project's overall size and existing topography. A total of approximately 3.2 miles of existing logging roads are being rebuilt, and approximately 22.5 miles of new roadway are being constructed. Roadway construction along with the 48 turbine pads results in the earthwork volumes listed below.

Table 1. Cut and Fill Calculations

Project Section	Cut (Cubic Yards)	Fill (Cubic Yards)	Net (Cubic Yards)	
Stewart, Witham, & Bald Mtns (West)	887,500	820,600	66,900	cut
Burnt & Briggs Hills (East)	723,600	819,300	95,700	fill
Total	1,611,100	1,639,900	28,800*	fill

*Excavated rock material swells when processed. Removing 100 cubic yards of rock by means of blasting will result in approximately 115-130 cubic yards of blast rock material available for use as either roadway aggregate or common fill. Although Table 1 indicates a need for additional material, it is expected that additional material will be available on-site for use in balancing earthwork. This will minimize or eliminate importing or exporting material from the project site.

These calculations are based on the following assumptions.

- Competent rock material will generally be found within five feet of existing grade (based on preliminary geotechnical investigation).
- The Project site is suitable for rock anchor type foundations.
- Blast rock material will be reused on-site as roadway and turbine clearing fill material.
- Grubbings (i.e., duff layer and top layer of soil that is heavy with organics) will be stockpiled on-site and reused in areas to promote revegetation and provide final stabilization. Stump grindings and duff material generated from grubbing will be utilized as erosion control mix while top soil will likely be spread in areas with gradual slopes such as turbine pads and temporary laydown areas.
- The existing access roads are logging roads that are in generally good condition. These roads will be topped and stabilized with blast rock material generated from Project grading work, as necessary. Regrading will be minimized to the greatest extent practicable and will be done only as necessary to remove irregularities that could potentially cause issues with the turbine delivery vehicles and to improve any stormwater concerns.
- The majority of Project cut and fill slopes have been graded at 2H:1V. It is assumed that suitable blast rock material will be available for fill slopes and slope stabilization. In a few select areas, fill slopes as steep as 1.5:1 have been used to prevent abnormally long fill extensions. These 1.5:1 slopes will be stabilized with rip rap or appropriate blast rock. Cut slopes may be as steep as 1H:4V should competent rock be encountered.

The vast majority of this aggregate material will come from blasted rock produced during ledge removal operations and will be graded for reuse in accordance with the Project geotechnical specifications. Based on earthwork balance calculations, additional sources of aggregate will not likely be required. However, additional sources of aggregate from gravel pits under control of the applicant and near the Project site may be utilized in isolated areas of construction.

It is anticipated that during construction, blasting will be required in some locations to break up bedrock ledge. This will enable road grades to accommodate oversized loads accessing the site and allow for construction of the turbine foundations and underground electrical lines. This blasting and other areas of excavation cuts will provide fill that can be used elsewhere on-site for road, turbine pad, and turbine crane pad material. When designing the access road and crane path for this project, the project cut/fill balance attempted to minimize the net import or export of fill to or from the site. Any excess material will likely be utilized on-site. In addition, any waste concrete from tower foundations will also be used as fill in the turbine clearings.

Geotechnical investigations at each turbine site are currently under way but not complete; therefore, turbine foundation types have yet to be specified for this Project. Preliminary indications suggest that the majority of turbine foundations will be a rock anchor type of foundation.

Appendix 5-4

BLASTING PLAN

General

Blasting operations shall follow all local, state and federal regulations related to transportation and use of explosives.

Pre-Blast Surveys/Notifications

Pre-blast surveys will be offered to all property owners within a 500-foot radius of the blast site. Appropriate notices will be given and appointments arranged for those owners who desire a survey. Results of those surveys will be documented through video or still photographs and appropriate narration or written reports.

Property owners within 500 feet of the blast area will be provided a blasting schedule. The blasting schedule shall contain, at a minimum: (1) Name, address, and a telephone number of the operator; (2) identification of the specific areas in which blasting will take place, (3) dates and time periods when explosives are to be detonated; (4) methods to be used to control access to the blasting areas, and (5) type and patterns of audible warning and all-clear signals to be used before and after blasting.

Blast Monitoring

All blasts will be monitored by a representative who has been properly trained in the setup and use of seismic monitoring equipment. At least one seismograph will be in use at all times. Placement of monitoring equipment will be at the nearest structure to the blast site.

Sequence of Blasting

All blasting operations will be strictly coordinated with all appropriate parties, including the fire department. Emphasis will be on the safe and efficient removal of the rock existing on the Project site without impact to surrounding structures. Blasts will be developed so as to create adequate relief that will minimize ground vibrations and offer the greatest protection possible to the surrounding structures.

Blasting Procedures

1. Blasting operations shall commence after 6:00 AM and cease before 6:00 PM, Monday through Friday.
2. Blasting cannot be conducted at times different from those announced in the blasting schedule except in emergency situations, such as electrical storms or public safety-required unscheduled detonation.
3. Warning and all-clear signals of different character that are audible within a range of one-half mile from the point of the blast shall be given. All persons within the permit area shall be notified of the meaning of the signals through appropriate instructions and signs posted.
4. Access to blasting area shall be regulated to protect the public from the effects of blasting. Access to the blasting area shall be controlled to prevent unauthorized entry before each blast and until the perimeter's authorized representative has determined that no unusual circumstances exist after the blast. Access to and travel in or through the area can then safely resume.
5. Areas in which charged holes are awaiting firing shall be guarded, barricaded, and posted or flagged against unauthorized entry.
6. All stemming shall be minimum as specified using clean, dry 3/8" crushed stone.
7. Blasting mats shall be used as necessary to cover blasts.

Blasting Mats

Blasting mats and backfill will be used to control excessive amounts of rock movement and flyrock when blasting in close proximity to structures. Mats will be placed so as to protect all people and structures and to prevent flyrock from entering a protected natural resource on or surrounding the blast site and property.

Blast Security and Warning Whistles

Each blast will be preceded by a security check of the affected area and then a series of warning whistles. Communications will be made with job site supervisors and local officials as required to ensure the safest possible operation. All personnel in the vicinity closest to the blast area will be warned. The warning whistles will be as follows.

- 3 Whistles – 5 Minutes to Blast
- 2 Whistles – 1 Minute to Blast
- 1 Whistle – All Clear

The blast site will be examined by the blaster prior to the all clear signal to determine that it is safe to resume work. No blast will be fired until the area has been secured and determined safe.

Explosives

All explosives will be delivered to the job site on a daily basis. There will be no overnight storage. Only the amount of explosives required to perform the day's work will be brought to the site. All explosives will be stored in approved magazines when not in use.

Blasting Personnel

All blasting operations shall be conducted by experienced, trained and competent persons who understand the hazards involved. Persons working with explosive materials shall:

1. have demonstrated a knowledge of, and willingness to comply with, safety and security requirements;
2. be capable of using mature judgment in all situations; and
3. Be of good physical condition and not addicted to intoxicants, narcotics, or other similar type of drugs.

In addition, the person(s) responsible for the explosives shall possess current knowledge of the local, state and federal laws and regulations applicable to his work and shall have obtained a Certificate of Competency or a license as required by state law.

Licenses and Permits

Blasting operations will be performed by a blaster who is fully licensed and insured for the transportation, use, and handling of explosives. Blasting permits will be applied for as required from local authorities.

Blast Vibration

Blast vibration will be monitored at the blast site, typically at the structure(s) closest to the blast site. Vibration limits will closely follow limits described in state regulations. Blast designs will be modified as required to stay within the guidelines. Blasting operations will be modified accordingly when approaching buildings and utilities.