

## RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF [REDACTED], cash in hand paid, and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, **KENNEBEC WEST FOREST L.L.C.**, a Delaware limited liability company having an address at 40 Rowes wharf, Boston, MA 02110, hereinafter called "GRANTOR", hereby grants and conveys to **REDINGTON MOUNTAIN WINDPOWER, LLC**, a Maine limited liability company having a place of business at 57 Ryder Road, Yarmouth, ME 04096, hereinafter called "GRANTEE", its successors and assigns, a non-exclusive, appurtenant and perpetual easement for the right to cross by vehicle or foot the following described land together with the right to maintain and repair existing roads thereon situated in **Coplin Plantation, Franklin County, Maine**, to-wit:

That certain piece of property more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

The easement herein conveyed is for the benefit of land of the Grantee located in **Redington Township, Franklin County, Maine**;

It is expressly understood that this easement is granted to GRANTEE subject to the following terms, conditions, limitations and stipulations:

- 1) GRANTEE shall have the right to cross by vehicle or foot on existing roads or their functional replacements, together with the right to maintain and repair existing roads thereon.
- 2) GRANTEE shall make every reasonable effort not to cross by vehicle during conditions when soils are water saturated, such as during spring breakup, which could result in excessive damage to the roads. If such use is unavoidable, GRANTEE shall make every reasonable effort to use equipment that minimizes damage.
- 3) GRANTEE recognizes that GRANTOR shall have contemporaneous use of the land management roads for its forest management business, including but not limited to, timber harvesting, road construction, planting, herbicide release, fire and other emergencies, and recreational access.
- 4) GRANTEE shall not construct gates or other barriers on said road.
- 5) GRANTEE shall not have the right to construct other improvements on the lands of the GRANTOR including, but not limited to, power lines, communication lines, towers, or poles.
- 6) GRANTEE agrees to indemnify, save and hold GRANTOR harmless against any and all loss, damage, liability, cost or expense, including reasonable attorney's fees, on account of damage to property and for physical injuries to any person, to the extent caused by the operations and/or activities of GRANTEE or GRANTEE'S agents, assigns, or contractors. GRANTEE shall keep the Property free and clear of all liens and claims of liens for labor and services performed on and materials, supplies or

equipment furnished to, the Property in connection with GRANTEE'S use of the Property pursuant to the easement; provided, however, that if GRANTEE wishes to contest any such lien, GRANTEE shall, within the time permitted by Maine law, remove, such lien from the Property.

- 7) This grant is made subject to all liens, encumbrances, reservations, exceptions, easements, servitudes, and public ways and rights of way in use or of record affecting the above described property.
- 8) It is specifically understood and agreed that GRANTEE herein shall have the full responsibility of obtaining any and all federal, state or local permits or licenses. GRANTEE shall fully comply with all of the laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to the use of the land for the purposes here in granted, and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water and air, and the prevention of forest fires. GRANTOR will be held harmless by GRANTEE from any and all legal actions resulting from acts performed by or for GRANTEE under this provision.
- 9) In the event of failure of title of GRANTOR to the lands on which this easement is granted, GRANTOR'S obligation hereunder to GRANTEE shall be limited to the return of the consideration, or such proportionate part thereof, as to which title has failed, without interest thereof paid to it by GRANTEE for this easement
- 10) In the event GRANTEE damages a road of the GRANTOR'S, GRANTEE shall repair the road to a condition as near as practicable to the condition of the road prior to damage. If GRANTEE does not repair such damage within thirty (30) days (or such longer time as needed to complete the repair using diligent efforts) after written notice from GRANTOR that such damage caused by GRANTEE needs repair, GRANTOR may complete the repairs and GRANTEE shall reimburse GRANTOR for its costs plus a supervision fee equal to ten percent (10%) of such costs. GRANTEE may also construct such roads or lanes, straighten corners, or upgrade bridges as it may need to access the Property with specialized equipment and material having received prior written consent from GRANTOR to do so.
- 11) Abandonment of this easement herein authorized to be used, and failure of GRANTEE to use same for a period of two years for the purpose herein granted, shall be deemed an abandonment and all the rights of GRANTEE shall ipso facto cease and terminate as to the easement and the property affected by such abandoned easement shall revert to GRANTOR free of any claim on the part of GRANTEE. GRANTOR shall provide notice to GRANTEE of its intent to terminate the easement and GRANTEE shall have forty-five (45) days to cure. If GRANTEE does not cure in that time period, GRANTOR shall record an affidavit in the Registry of Deeds that such abandonment has taken place. For purposes hereof, abandonment shall mean the cessation of all efforts on the part of the GRANTEE to develop or operate its wind energy facility in Redington Township.
- 12) Terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument

containing conditions and obligations on the part of GRANTEE herein shall not be binding unless and until same is executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 24<sup>th</sup> day of February 2006.

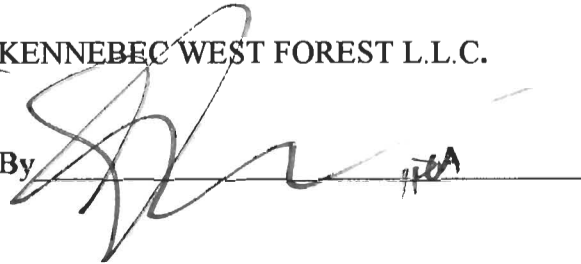
ATTEST:

GRANTOR:

Madison A. Stede

KENNEBEC WEST FOREST L.L.C.

By



ATTEST:

GRANTEE:



REDINGTON MOUNTAIN WINDPOWER, L.L.C.

MARY B. SINCLAIR

By  
Its

Harley C. Lee (Harley C. Lee)  
President, Endless Energy Corp,  
RMW's Manager

STATE OF  
COUNTY OF

BEFORE ME, the undersigned NOTARY PUBLIC in and for the aforesaid jurisdiction, this day personally came and appeared EVG GRENE MORSE, BY HER ATM <sup>IN-FACT</sup> who, being by me duly sworn, did say that he/she is PRESIDENT of **KENNEBEC WEST FOREST L.L.C.**, A DELAWARE LIMITED LIABILITY COMPANY, the GRANTOR named in and who executed the foregoing instrument, that said instrument was signed by Appearer on behalf of said corporation by authority of its Board of Directors as the act of, and on behalf of said company; and Appearer acknowledged said instrument to be the free act and deed of said company and the execution thereof on behalf of said company to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16<sup>th</sup> day of March, 2006.

Madison A. Stedl  
Notary Public

SEAL

My Commission Expires:

5/26/11

MADISON A. STEDL  
Notary Public, Maine  
My Commission Expires May 26, 2011

STATE OF Maine  
COUNTY OF Cumberland

Before me, the undersigned authority within and for aforesaid jurisdiction, this day personally came and appeared the within named Harley Lee who duly acknowledged that he/she signed, sealed, and delivered the foregoing instrument as the voluntary act and deed of Redington Mountain Lodge, of which he/she is Manager, on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 20<sup>th</sup> day of February, 2006

Jennifer S. Doten  
Notary Public

My Commission Expires:

Jennifer S. Doten  
Notary Public, Maine  
My Commission Expires  
October 11, 2008

**EXHIBIT A**  
**to Right-of-Way Easement**

A right-of-way following existing land management gravel roads or their functional equivalents on lands of the GRANTOR in **Coplin Plantation, Franklin County, Maine** and more particularly described as:

Beginning on the south side of State Highway 16 at a point 2 miles, more or less, along said highway east of the west line of Coplin Plantation; then following the "IP Road", so-called, south and east to the south line of Coplin Plantation; meaning to include existing roads, or their functional equivalents.

*Don Fowler  
King*

FRANKLIN COUNTY  
*Susan A. Black*  
Register of Deeds