

WIND POWER PROJECT EASEMENT

THIS EASEMENT is made by and between John & Diane Jochum of 74 Chipmunk Lane, Monmouth, Maine ("Grantor"), the owner(s) of a certain lot or parcel of land situated in the Town of Carthage, Franklin County, Maine more particularly described in the deed to Grantor, dated March 18, 2011 and recorded at the Franklin County Registry of Deeds in Book 3331, Page 261, and shown on the attached Exhibit A (hereinafter referred to as the "Property"), and **SADDLEBACK RIDGE WIND, LLC**, a Massachusetts limited liability company having a mailing address at 549 South Street, Quincy, MA 02169 ("Grantee"), or its successors and assigns.

WHEREAS Grantee plans to operate a wind power project, including wind turbine generators and towers on Saddleback Mountain in Carthage, Maine and related equipment, facilities, infrastructure and substructures (hereinafter referred to as the "Wind Power Project"), on lands near the Property that are further described in a lease to Grantee dated November 15, 2012, memorandum of which is recorded in the Franklin County Registry of Deeds in Book 3500, Page 195; a lease to Grantee dated June 2, 2009, recorded in Book 3215, Page 42; a lease to Grantee dated October 8, 2008, recorded in Book 3124, Page 349; a lease to Grantee dated February 17, 2009, recorded in Book 3124, Page 345; and a lease to Grantee to be recorded for land described in deeds dated September 14, 2011 and recorded in Book 3384, Page 94 and dated January 14, 2013 and recorded in Book 3518, Page 276, all as the same may be reconfigured from time to time ("Grantee's Land"); and

WHEREAS, the Wind Power Project may emit sound at levels that may exceed current or future Maine Department of Environmental Protection quiet nighttime sound limits for the Property, and additionally may cast shadows onto or produce a shadow flicker effect on the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, with Quitclaim covenant, a perpetual easement to Grantee for: (a) the right to have sound generated from the Wind Power Project impact the Property and exceed otherwise applicable federal, state, local or other maximum sound level limits applicable to locations on the Property; (b) the right to have any audio, visual, light, vibration, electromagnetic, ice or weather hazard resulting from Wind Power Project operations or activities impact the Property; and (c) the right to cast shadows or shadow flicker from the Wind Power Project onto the Property.

If the Wind Power Project is not constructed and delivering energy to the electrical grid within ten (10) years of the date of this Easement, this easement shall automatically expire, without any written release by Grantee. This Easement shall also automatically expire, without any written release by Grantee, in the event the Wind Power Project shall be decommissioned or abandoned and then remain inoperative for a period of five (5) consecutive years.

This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto. The burden of the