

# **Antrim Wind Energy LLC**

## **Project Mitigation Package**

### **PURPOSE:**

The purpose of this document is to describe in detail the land conservation and additional mitigation measures that have been undertaken by Antrim Wind Energy LLC ("AWE") in connection with the Project. This document contains a description of each element of the conservation and mitigation package together with all supporting documentation.

### **ELEMENTS OF THE MITIGATION PACKAGE:**

In addition to all of the direct and indirect benefits that will result from the construction and operation of the planned 28.8 MW Antrim Wind Project ("Project"), AWE has developed a comprehensive mitigation package that will significantly reduce and mitigate project impacts. Taken together, the benefits of the Project with the land conservation and mitigation measures will bring substantial benefits to a wide range of stakeholders in Antrim, the surrounding region and the State of New Hampshire.

#### ***1 – Physical changes to the Project:***

In 2013 the Project was denied a Certificate of Site and Facility by the NHSEC (Docket # 2012-01). In resubmitting an application AWE has substantially modified the Project to significantly reduce and mitigate Project related impacts. The following is a list of those modifications:

Elimination of Turbine #10. This turbine raised aesthetic concerns in the 2012-01 docket. Eliminating this turbine has the dual benefit of erasing all visual impact while at the same time shrinking the overall size of the project by removing approximately ½ mile of new road and accompanying electrical infrastructure.

Significant height reduction of Turbine #9. The hub height of Turbine #9 was reduced from 92.5 meters to 79.5 meters. This hub height is only 1 meter taller than the turbines at Lempster. The rotor diameter was also reduced from 116 meters to 113 meters. Taking these changes together, the tower and nacelle are not visible from Willard Pond, leaving only a portion of a blade visible above the tree line. Ms. Vissering noted in the 2012-01 docket that she was much less concerned about blade visibility, because the tower and nacelle was where the mass of the turbine was.

Change of the Turbine Model. AWE has changed the turbine manufacturer and model from the Acciona AW3000/116 to the Siemens SWT-3.2-113. This change brings the following reductions in impact and increased benefits:

- i. The Siemens turbines produce more electricity: Each turbine is now able to produce 200 kilowatts more emission free energy per unit for a total of 1.8 MW of increased capacity for the same number of installed units. Reducing the number of turbines by 10% only reduced the facility's rated energy output by roughly 4%.
- ii. The Siemens turbines are less obtrusive: The tower and nacelle for the Siemens turbine is smaller than the previous tower and nacelle for the Acciona turbine. The table below demonstrates the reductions in tower and nacelle size:

Turbine	Diameter of Tower at Base (ft)	Diameter of Tower at Top (ft)	Nacelle Length (ft)	Nacelle Width (ft)
Acciona AW3000/116	15.01	10.48	40.82	13.80
Siemens SWT-3.2-113	13.00	8.86	33.02	13.60
Percent Change	-13%	-15%	-19%	-1%

- iii. The Siemens turbines are quieter: The maximum sound power level of the Siemens turbine is 1.4 dBA lower than the Acciona turbine and the uncertainty factor is 0.5 dBA lower than the Acciona turbine. Thus, the overall sound created by the Project will be reduced.

Landscaping Plan. The revised Project now includes a landscaping plan to provide visual screening to reduce potential aesthetic impacts associated with the construction of the new substation and O&M building.

## ***2 – Commitments to Reduce and Restore Impacts Associated with Construction and Operation of the Project:***

Radar Activated Lighting: AWE has committed to employ a radar activated lighting control system as soon as the FAA approves such systems for wind projects. Similar systems have been operating on other types of structures in the United States for many years and testing has been completed by the FAA of a system installed at the National Renewable Energy Lab ("NREL") in Colorado. These systems effectively eliminate night time lighting impacts associated with required FAA obstruction lighting, as the lights are always turned off at night unless a low flying aircraft is detected within the area. AWE expects approval for these systems will be released in time to coincide with

the commercial operations date ("COD") for the Project. If FAA approval is delayed, AWE will ensure that the system is operational on the Project no later than 12 months from the date of FAA approval.

Site Restoration: AWE has committed to restore and revegetate all road edges, cut and fill slopes, temporary roads, and staging areas and to reduce the width of all crane paths from 34 down to 16 feet. AWE will use soils and organic matter from the site together with a native seed mix to re-establish natural vegetation. Areas that are not required to be mowed for operations and maintenance purposes will be allowed to regrow naturally with woody vegetation.

### **3 – On Site Land Conservation:**

AWE has established a large and comprehensive land conservation package to bring additional community and regional benefits while also mitigating aesthetic impacts associated with the Project. AWE has entered into binding letters of intent ("LOIs") to permanently conserve approximately 908 acres of valuable forestland in the Project area – including 100% of the Project ridgeline and vast areas that will have no impacts from the Project whatsoever, including the summit of Willard Mountain and the entire 295 acres owned by Lyle Micheli. The onsite land conservation plan consists of 6 distinct LOIs for permanent conservation easements, described in more detail below. Five of the LOIs are between AWE, private landowners and the Harris Center for Conservation Education ("HCCE") and one is between AWE, a private landowner and the Town of Antrim.

Permanent conservation easements provide significant environmental, aesthetic and recreational benefits to the region and the State. There is also widespread agreement among conservation groups in New Hampshire that permanent conservation easements are an acceptable form of mitigation for aesthetic impacts.

Clearly the six easements entered into by AWE will provide meaningful benefits to the region. HCCE is a widely respected and active conservation organization. By signing on to five of the six easement LOIs, HCCE has clearly agreed that *"this agreement and easement will make a valuable contribution to the conservation interests of stakeholders in this region."* Furthermore, the LOI's specifically state that the purpose of the easements is to generate environmental, aesthetic and recreational benefits, saying, *"The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee,"* and *"preservation and conservation of open spaces, particularly the conservation of the \_\_\_\_ acres, more or less, of productive forest land of which the*

*Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public."*

The LOIs also clearly state that the easements may serve as mitigation for any Project impacts: *"the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency."*

The easements also fulfill numerous local and state goals around conservation and furthering renewable energy. As stated in the easement documents, the property subject to the easements *"has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of un-fragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents."*<sup>1</sup>

In addition to being worthy of protection, the same properties have also been identified *"as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems."* The Town of Antrim has specifically agreed to support AWE's application for up to 10 turbines not to exceed 500 ft in height on these properties (Town of Antrim Agreement 2012) and the Antrim Master Plan acknowledges *"planning boards should encourage the installation and use of solar, wind, or other renewable energy systems."*

The easements will also advance clear State policies encouraging the preservation of open space and investment in renewable energy generation, stating:

*"the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."*

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<sup>1</sup> in addition to the language in the easement documents contained in this Appendix, see Antrim Master Plan (2010) Chapter 3 and Antrim Open Space Committee Final Report to Antrim Selectmen dated November 11, 2005, pages 17 & 19.



and:

*"the Property comprises significant area, in conjunction with other adjacent properties, capable of the production of substantial amounts of pollution free wind generated electricity, the advancement of which is pursuant to the clearly delineated state policy on renewable energy, RSA 362-F:1, which states that "It is therefore in the public interest to stimulate investment in low emission renewable energy generation technologies in New England and, in particular, New Hampshire, whether at new or existing facilities."*

The individual easements provide for certain retained rights for the individual landowners and, for a limited period, to AWE. These reserved rights are described in detail in each of the individual easement documents that have been negotiated and agreed by each Landowner. AWE will have the right to construct and operate its Project within the easement area until the expiration of the lease terms, at which point, it must remove the facilities as detailed in the Project decommissioning plan. AWE's maximum impact within the conserved area will occur during initial clearing for construction. The construction period impact will be 55.3 acres, or approximately 6% of the overall conserved area. This impact will be reduced quickly to 11.25 acres, or approximately 1.2% of the conserved area, once construction is complete.

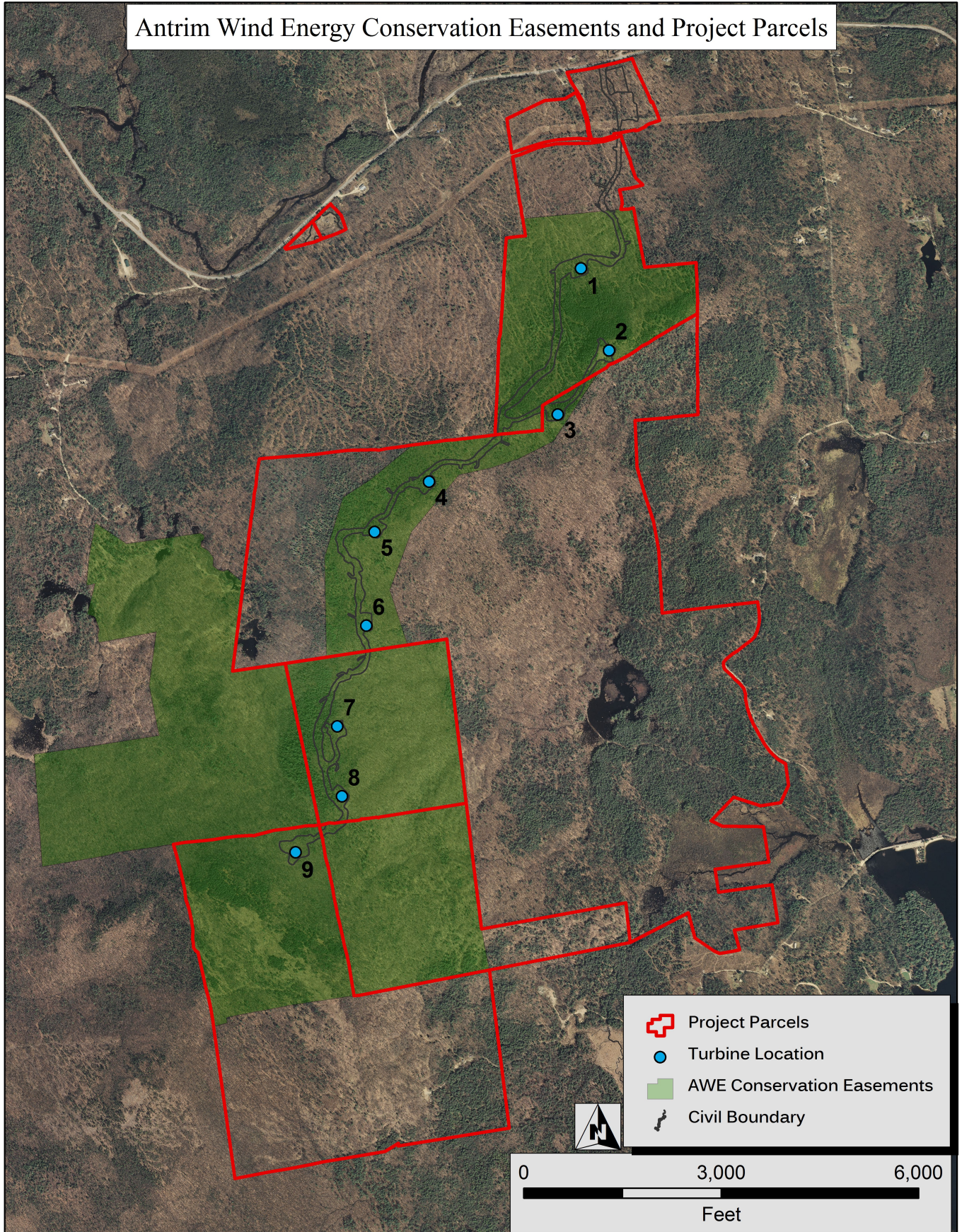
Three of the six easements allow the landowner to construct a single home in the future; one allows for a hunting cabin and two do not allow any homes or cabins. Of the three homes that are allowed, two of them are restricted in their location so that they cannot be placed on the ridgeline. The table below provides an overview of the landowner building rights within the easements:

<b>Landowner</b>	<b>LOI Counterparty</b>	<b>Easement Acreage</b>	<b>Building Allowed?</b>	<b>Location Restriction?</b>	<b>Max Size (ft2)</b>
Michael Ott	HCCE	150	one home	No	3500
Steven Cotran	HCCE	130	cabin	No	2000
Antrim Ltd. Partnership	Town of Antrim	100	No	N/A	0
Paul Whittemore	HCCE	110	one home	Yes	3000
Lyle Micheli	HCCE	295	one home	Yes	4500
Whittemore Trust	HCCE	123	No	N/A	0
<b>TOTAL</b>		<b>908</b>			<b>13000</b>
					Convert to acres 0.298
					Clearing & Outbuilding Multiplier 20.00
					<b>Total Expected Impact 5.97</b>
					<b>% of Total Conserved Land 0.66%</b>

The figures below represent: (a) a depiction of the entire 908 acres of conserved land showing the limits of disturbance for the wind farm; and (b) the entire 908 acres of conservation land together with approximate maximum impacts anticipated in association with potential construction of future structures by the landowners, shown to scale.

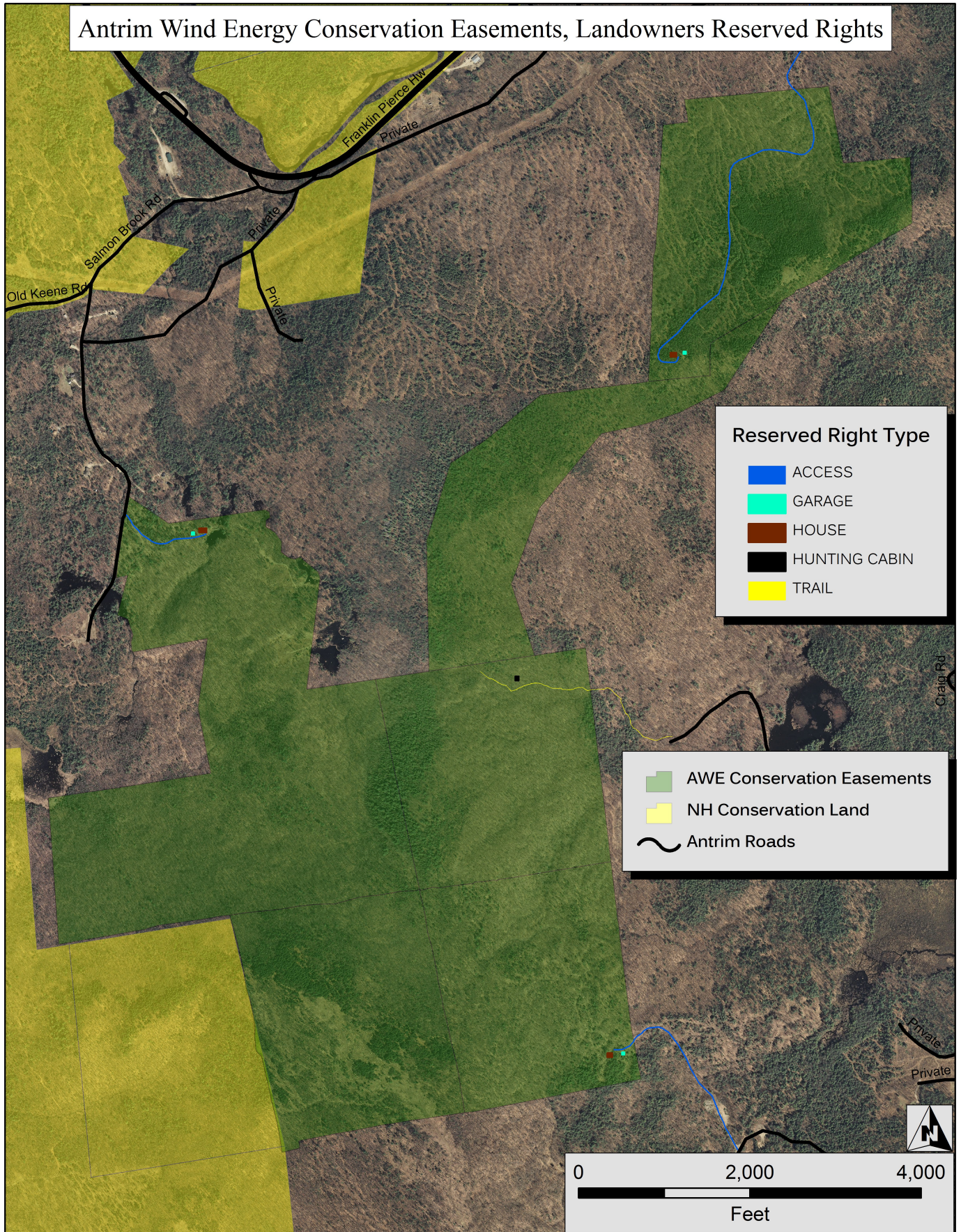


# Antrim Wind Energy Conservation Easements and Project Parcels





# Antrim Wind Energy Conservation Easements, Landowners Reserved Rights





## Notes on Reserved Rights:

1. The Whittemore Trust conservation easement (123 acres including the top of Willard Mountain) does not allow any homes to be constructed within it.
2. The Paul Whittemore conservation easement (110 acres) has been restricted via a letter agreement dated December 31, 2013 such that construction cannot occur on the ridgeline. Given the topographic characteristics of the land and existing access to lower elevations, it is expected that any new home construction would be in approximately the area depicted, but in any event, will not include the ridge. The restricted area map is attached to the letter agreement, which is included as part of this Appendix.
3. The Lyle Micheli conservation easement (295 acres) has no project impacts within it and has been further restricted via a letter agreement dated January 5, 2012 such that any new home construction must be located in a limited area in the lowlands, as depicted in the figure above. The restricted area map is attached to the letter agreement, which is included as part of this Appendix.
4. The Steve Cotran conservation easement (130 acres) allows one hunting cabin. While not explicitly restricted in location, Mr. Cotran's property does not have any existing access to any of the higher elevations and due to the rugged terrain it is expected that, if built, any hunting cabin would be located in approximately the area depicted or lower in elevation.
5. The Antrim Limited Partnership ("ALP") conservation easement (100 acres) does not allow any homes within it. It allows access across the easement to connect the two portions of ALP property bifurcated by the easement.
6. The Michael Ott conservation easement (150 acres) allows Mr. Ott to construct a single home, which could be located at higher elevations. Because Mr. Ott also has the wind project access road on his property, he is also permitted to use this road to access a potential home site after the project is decommissioned. Mr. Ott is not permitted to grant any third party any ROW to use this road or any other road through his conserved land, which eliminates the potential for any continued access through his property to the rest of the project site. Additionally, HCCE has the right to reseed the abandoned project road after decommissioning is complete.

In total, AWE's onsite conservation package brings substantial, permanent conservation benefits that enhance scenic beauty, public recreation, wildlife habitat and recreation. The 908 acres of lands contained in the agreements are more than 16.4x the initial clearing impacts of the project over 80x the footprint of the permanent facilities and the residual home building activities allowed within the easements will impact less than 1% of the total conserved area, with only one home being allowed to

be built on the ridge. AWE's agreements with the Harris Center for Conservation Education and the Town of Antrim accomplish significant and beneficial conservation goals and are clear evidence that the very limited retained rights allowed within these easements do not substantially diminish their value or ability to achieve their stated purposes.

#### ***4 – Other Mitigation Agreements:***

In addition to the substantial physical changes to the Project, the commitments to reduce and restore project impacts during construction and operations and the extensive on-site land conservation program, AWE has also entered into several other agreements to ensure substantial and adequate mitigation for any impacts associated with the Project.

Gregg Lake Letter Agreement: AWE and the Town of Antrim entered into a letter agreement dated April 22, 2013. In this Agreement, AWE has committed to make a one-time payment of forty thousand dollars (\$40,000.00) to the Town of Antrim "to be used for enhancement of the recreational activities and aesthetic experience at the Gregg Lake Recreational Area." The Town of Antrim has agreed that this payment "constitutes full and acceptable compensation for any perceived visual impacts to the Gregg Lake area."

NEFF Land Conservation Funding Agreement: AWE has entered into a Land Conservation Funding Agreement with the New England Forestry Foundation ("NEFF"), whereby AWE will fund one hundred thousand dollars (\$100,000.00) to NEFF to acquire additional conservation lands in the region for the enhancement and maintenance of the region's aesthetic character, wildlife habitat, working landscape, and public use and enjoyment.

Antrim Scholarship Committee Fund: AWE has made a commitment to the Town of Antrim to provide an annual gift of five thousand dollars (\$5,000.00) starting in the first year of commercial operations and continuing each year thereafter until the Project ceases operations. This gift will be applied to the Town's existing Scholarship Committee budget (currently approximately \$20,000.00) and will be used as directed by the Antrim Scholarship committee to provide funding assistance for the continued education of Antrim residents.

#### **SUMMARY**

AWE has made extensive efforts to modify the Project to address concerns identified in Docket 2012-01 and to add significant additional mitigation in targeted ways that will bring substantial and lasting benefit to the Town of Antrim, the region and the State of

New Hampshire. Together with the significant clean energy benefits, stable PILOT Agreement payments to the Town of Antrim and increase in economic activity created by the Project, AWE has met its burden to ensure the Project as proposed will remain consistent with the orderly development of the region, is in the public interest, and will not create unreasonable adverse effects on scenic, environmental or other resources in the region.

**ATTACHMENTS:**

1. Conservation Easement LOI between Michael J. H. Ott, AWE and HCCE
2. Conservation Easement LOI between Antrim Limited Partnership, AWE and the Town of Antrim
3. Conservation Easement LOI between Steven Cotran, AWE and HCCE
4. Conservation Easement LOI between Paul Whittemore, AWE and HCCE
5. Easement LOI restriction letter from Paul and Helen Whittemore to HCCE with map
6. Conservation Easement LOI between Lyle Micheli, AWE and HCCE
7. Easement LOI restriction Letter from Lyle Micheli to HCCE with map
8. Conservation Easement LOI between the Whittemore Trust, AWE and HCCE
9. First Amendment to Conservation Easement LOI between the Whittemore Trust, AWE and HCCE
10. Gregg Lake Letter Agreement between AWE and the Town of Antrim
11. NEFF Land Conservation Funding Agreement
12. Antrim Scholarship Committee Funding Agreement Letter to the Trustees of Trust Funds

December 16, 2011

Harris Center for Conservation Education  
Attn: Stephen Froling  
83 King's Highway  
Hancock, New Hampshire 03449

Michael J. Ott  
P.O. Box 160  
Antrim, New Hampshire 03449

**Re: Conservation Easement**

Gentlemen:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Michael J. Ott (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property it leases from the Owner in Antrim, New Hampshire (the "Premises") in connection with its wind energy project (the "Project"). AWE, HCCE and the Owner may be referred to individually as a "Party" or collectively referred to as the "Parties".

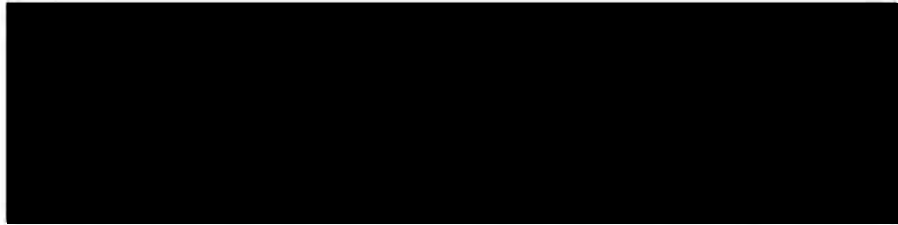
This letter is intended to set out the terms of a proposed conservation easement (the "Easement"). The Parties recognize that the terms outlined herein are specifically intended to be binding upon HCCE, AWE, and the Owner, subject to the conditions outlined below. The Owner and HCCE agree to prepare, execute and deliver a definitive Easement that will reflect the terms set forth in this Agreement and be in a form substantially similar to the Easement attached hereto as **Exhibit A**. The Parties further agree that although this Agreement and the Easement are not intended to serve as mitigation for any potential impacts created by the Project, the Easement may be counted by AWE as a component of any habitat conservation or mitigation plan required by any local, state, or federal permitting agency. The Parties further recognize that, if the Project proceeds, the Agreement and Easement will make a valuable contribution to the conservation interests of stakeholders in this region.

In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

Easement:                   The Owner will grant the Easement to HCCE or its qualified designee, and HCCE will accept, the Easement, in a form substantially similar to the Easement attached hereto as **Exhibit A** and adapted, if necessary, to accommodate the final parameters of the Project as permitted, but in any event granted pursuant to New Hampshire RSA 477:45-47.



Consideration:



Agreement Effective: This Agreement is one of a series of four Agreements with owners of land in the Project Area and shall take effect upon (i) execution of this Agreement and (ii) execution of similar agreements with each of the other three owners. If such agreements are not fully executed by June 30, 2012, this Agreement shall be null, void and of no effect.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations, but will become effective not more than one hundred eighty (180) days following the Commercial Operations Date of AWE's Wind Power Facilities on portions of the Premises and other adjacent land. For the Purposes of this Agreement, the "Commercial Operations Date" shall be the date on which all permitted wind turbines have been fully commissioned and accepted by AWE, in accordance with industry practices, and ISO New England Inc. (or other applicable system operator or regional transmission organization) certifies that commercial operations of the Project have commenced and the Project is capable of delivering electricity on a commercial basis (i.e., in quantities and for periods greater than required for testing) to a third party power purchaser (otherwise referred to as "Commercial Operations").

Appraisal: Not more than 60 days following the Commercial Operations Date, AWE shall, in consultation with HCCE and the Owner, obtain a duly qualified individual or firm to appraise the value of the Easement to determine the fair market value of the Easement and prepare a report that satisfies standards necessary to justify the Purchase Price.

Survey; marking AWE shall share with the other Parties the results of surveys of the Premises and of the areas in which it intends to conduct Commercial Operations. If so requested by HCCE, it shall cause internal boundaries to be monumented and blazed prior to the Easement Effective Date.

- Tax Benefits:** The Parties will cooperate to the extent appropriate to allow the Owner to obtain a tax benefit in respect of a charitable deduction as a result of the Easement grant. Notwithstanding the foregoing, nothing contained herein, nor any future course of dealings among the Parties, should be construed as AWE or HCCE providing tax advice to the Owner or as a representation that any such benefit is lawfully available.
- Expiration:** This Agreement shall expire upon the earlier of (a) the execution of the Easement or (b) December 31, 2015, provided that this date may be extended for up to three (3) one (1) year increments by AWE upon prior notice to HCCE and the Owner and further provided that AWE is working diligently to complete the Project.
- Closing:** AWE shall specify, upon not less than ten days' notice delivered to the other parties, a time and date not later than the Effective Date for Closing. The Closing shall take place at the office of Atkins Callahan PLLC, 20 Depot Street, Suite 220 Peterborough, NH, or such other place as the Parties may agree.
- Protection of Rights:** Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without HCCE's consent,
- a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to HCCE in this Agreement or to be granted in the Easement provided that nothing contained herein shall be construed in such a way to prevent or hinder AWE from obtaining financing for the Project and in connection therewith collateralizing its leasehold and contract rights as well as its improvements.
  - b) grant to any third party a right of way across the Premises for any purpose except construction and operation of the Project; or
  - c) take any other action which would violate the terms of the Easement if it were in force.
- Filing:** Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in certain circumstances. The Parties agree to give reasonable cooperation in the filing of such notice and to execute, without additional consideration, a form of notice prepared by HCCE at its sole cost and expense.
- Notices:** Any notice required or permitted by this Agreement shall be in

writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so delivered.

- Subordination:** In the event that the Premises is encumbered by a mortgage, the Owner shall, prior to the Easement Effective Date, obtain and furnish to HCCE, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to HCCE
- Arbitration:** Any dispute arising under this Agreement shall be submitted to arbitration in accordance with NH RSA 542 and Article 11 of the Easement and any award made in such arbitration may be entered and enforced in and by any court of competent jurisdiction.
- Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
- Binding Effect:** This Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- Severability:** If any term of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.
- Defined Terms:** Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

If the foregoing is acceptable to HCCE and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it me by facsimile and expedited delivery, no later than the close of business on December 30, 2011, time being of the essence.


Very truly yours,

Antrim Wind Energy, LLC

By:   
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By:   
Name: MEADE CADOT  
Title: LAND PROG. DIRECTOR

Owner

  
Michael J. Ott

## CONSERVATION EASEMENT DEED

**Michael J. Ott**, single, whose mailing address is P.O. Box 160, Antrim, County of Hillsborough, New Hampshire 03440 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Harris Center For Conservation Education**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 83 King's Highway, Town of Hancock, County of Hillsborough, State of New Hampshire 03449, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns).

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon situated in the western part of the Town of **Antrim**, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement is subject to a Lease between the Grantor and **Antrim Wind Energy, LLC** (the "Lessee"), dated as of December 25, 2009 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8214, Page 2699 (the "Lease").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 150 acres of forestland; and

WHEREAS the Property comprises a significant portion of a larger, relatively natural habitat for

wide-ranging umbrella species such as moose, bear, bobcat, fisher, wild turkey and the like; and

WHEREAS the Property is contiguous to or nearly contiguous to other land now protected by easement or fee ownership under the auspice of the Grantee and other conservation organizations; and

WHEREAS the Property comprises scenic open space which may be viewed from Route 9 in Antrim, NH, a public road, and from other public roads and water bodies; and

WHEREAS the Property has been identified as open space worthy of protection in the Antrim Master Plan of 2010 and the Antrim Open Space Committee Open Space Plan adopted by the Town of Antrim in 2006, both of which state that preservation of unfragmented forest areas in the Western portion of Antrim, including the Property, is one of the principal objectives of its residents; and

WHEREAS the Property has also been identified as being well-suited for the conversion of wind energy to electricity, a renewable form of energy, the furtherance of which is also identified in the aforesaid Master Plan as one of the principal objectives of Antrim residents, who also voted to adopt the NH Climate Change Resolution, which identified the risks climate change presents to the integrity and health of New Hampshire ecosystems in stating:

*“Whereas, The protection of our forests, air and water quality, fisheries and other natural resources are important to the health and quality of life of our citizens; and*

*“Whereas, There is evidence that climate change is already impacting New Hampshire’s environment and natural resources, from increased intensity of storms, higher sea level, less snow cover, and more winter rain; and*

*“Whereas, New Hampshire state government has taken steps to lead by example by reducing energy use of state operations and committing to an overall state goal of using 25 percent renewable energy by 2025*

; and

WHEREAS the Property comprises scenic open space forestland, preservation of which is pursuant to the following clearly delineated state conservation policy, that is, NH RSA 79-A:1 which states that "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, and wildlife resources."; and

WHEREAS the Property comprises significant area, in conjunction with other adjacent properties, capable of the production of substantial amounts of pollution free wind generated electricity, the advancement of which is pursuant to the clearly delineated state policy on renewable energy, RSA 362-F:1, which states that “It is therefore in the public interest to stimulate investment in low emission renewable energy generation technologies in New England



and, in particular, New Hampshire, whether at new or existing facilities.”

all to the benefit of the public and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, acknowledged by the signatures of Grantors and Grantee and to be filed at the offices of Grantee, said inventory consisting of a report, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provides an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The preservation of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and

B. The preservation and conservation of open spaces, particularly the conservation of the 150 acres, more or less, of productive forest land of which the Property consists and of the wildlife habitat thereon, and for the scenic enjoyment of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the aforesaid Master Plan and Open Space Plan and with New Hampshire RSA Chapter 79-A

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. Subject to the reserved rights specified in Section 3, below, including, without limitation, the Development Activities, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, forestry and Windpower Facilities, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, “agriculture” and “forestry” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the

processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

B. Except as expressly hereinafter provided, the Property shall not be subdivided or otherwise divided in ownership and none of the individual tracts which together comprise the Property shall be conveyed separately from one another nor shall Grantor grant to any third party a right of way across the Property. For purposes of this Easement, the Lease, or any reconfiguration of the area subject to the Lease, shall not be considered to be a subdivision.

C. Except as expressly hereinafter provided, no structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the



Property except as desirable or necessary for public safety or in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed twelve square feet in size and no sign shall be artificially illuminated unless required for public safety.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

### 3. RESERVED RIGHTS

All uses of the Property not expressly prohibited herein and not inconsistent with the Purposes of this Easement are expressly reserved to the Grantor, his heirs, successors and assigns, including without limitation, the following:

A. To use portions of the Property and to permit the Lessee, its successors and assigns, to use portions of the Property, for wind energy purposes and related uses, activities and development pursuant to the Lease.

i. For purposes of this Easement, "wind energy purposes" means converting wind energy to electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("Development Activities"), including, without limitation, (a) determining the feasibility of wind energy generation on the Property, including studies of wind speed, wind direction and other meteorological data, conducting engineering, geotechnical, environmental and other surveys and studies and extracting soil samples; and, (b) accessing via rights of way on the Property, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, repairing and operating, up to three (3) wind turbines (including supporting towers and foundations) (collectively, "Wind Turbines"), electrical distribution, collection, transmission and communications lines, substations, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (all of the above, including the Wind Turbines, collectively, "Windpower Facilities") on the Property.

ii. In connection with the development, construction and operation of the Windpower Facilities, the Lessee, its successors and assigns, shall be permitted to:

(a) excavate, remove and export material to adjoining parcels; grade, level, and fill the land; remove trees and shrubs; install and maintain foundations, roadways and walkways; and install, access and maintain utilities, provided all are done in connection

with the Windpower Facilities;

(b) replace, repair, add or otherwise modify its equipment or any portion thereof during the term of the Lease. Lessee shall have the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Windpower Facilities on the Property, including, without limitation, guy wires and supports;

(c) permit the rotors of Wind Turbines located on adjacent properties to overhang the Property; and

(d) install a chain link or other security fence around the Windpower Facilities or any portion thereof at its sole and absolute discretion if required to do so by any regulatory or permitting agency or if required for insurance purposes or if dictated by industry best practices.

iii. The Lease contemplates that prior to the effective date of this Easement, Lessee shall designate a portion of the Property for use for the Windpower Facilities. ("the Reduced Lease Area") The rights reserved in this Section 3A shall be exercised exclusively within the Reduced Lease Area; provided, however, that Lessee shall retain all rights, and shall be permitted to exercise such rights, over Grantor's property, including the Property, other than the Reduced Lease Area, as provided in the Lease. Lessee shall promptly and, in no event later than the effective date of this Easement, (i) create a survey plan prepared by a licensed surveyor, locating and depicting the said Reduced Lease Area and (ii) notify Grantee of the location of the said area.

iv. Notwithstanding any provision to the contrary contained herein, the reserved rights outlined in this Section 3A shall terminate 50 years from the Lease Effective Date; accordingly, the rights reserved in this Section 3A shall expire no later than 50 years plus 180 days from December 25, 2009 (to allow for the removal obligations as required in the Lease). In the event that the current Lease is terminated prior to the end of the 50-year period, Grantor shall continue to have the reserved right for Windpower Facilities for the remainder of the full 50-year term from December 25, 2009, provided that such use occurs only within the Reduced Lease Area.

v. At or before termination of the rights reserved in this Section 3A, Grantee shall ensure that the Lessee has decommissioned and removed the Windpower Facilities as provided in the Lease and in any regulatory permit. In addition, the Grantee shall have the right, but not the obligation, to make the access road impassable within fifty (50') feet of Property's southerly boundary.

B. The right to construct, maintain, utilize, repair and replace one single-family house, such house not to exceed 3,500 square feet in total footprint, (together with (i) all outbuildings, barns, sheds, domestic garages and other structures, all such structures to be within 300 feet of the aforesaid house, and (ii) driveways, utilities, septic systems and the like normally appurtenant to residential use of such a house). This Easement shall not be construed to prohibit access to the aforesaid house site by means of the Wind Facilities Access Road but shall prohibit use of said road as access for any other development (other than as provided in Section 3A) on the Property. Grantor shall also be permitted to use said road for agricultural and forestry purposes as provided in Section 2A. Not less than sixty (60) days prior to the exercise of the aforesaid right, the

Grantor must submit to the Grantee a survey plan prepared by a licensed surveyor, recordable at the Hillsborough County Registry of Deeds, locating and depicting the improvements proposed.

C. The right, subject to Zoning Ordinances, Rules and Regulations as may then be in effect, to erect, install, provide access and service to, use and maintain one "cell tower" anywhere on the Property, such "cell tower" being a "personal service wireless service facility" within the meaning of 47 USC 332 (7)(c)(ii).

D. The right, subject to the applicable laws of the State of New Hampshire, to non-commercially hunt any and all legal species of wildlife upon the property with no notice to the Grantee or Lessee. Not less than 30 days prior to any hunting approved for crop deprivation purposes, that occurs outside of the posted state hunting seasons, the Grantor or his designee shall notify the Grantee and Lessee of hunt and the anticipated days it will occur.

E. To the extent that there is an inconsistency between the Use Limitations outlined in Section 2, above, and the provisions of this Section 3 regarding Reserved Rights, the provisions of this Section 3 shall control.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement, provided, however that the Grantee shall give not less than fourteen (14) days written notice to the Lessee of Grantee's intention to inspect and shall comply with all reasonable regulations imposed by Lessee with respect to safety or other operational considerations within the Reduced Lease Area during the Lease Term.

C. The Grantee shall have the right to place signs on the Property boundaries and on internal boundaries designating the Reduced Lease Area for the purpose of identifying it as conservation easement land protected by the Grantee.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage, provided that the breach, conduct, or damage is directly attributable to actions of the Grantor. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

F. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the Purposes of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution. If an amicable resolution cannot be reached, then the provisions of section 11. Arbitration of Disputes will control.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder in lieu of condemnation) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT; AMENDMENT; NO MERGER

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.