

# 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:

<u>Turbine</u>	<u>Diameter of Tower at Base (ft)</u>	<u>Diameter of Tower at Top (ft)</u>	<u>Nacelle Length (ft)</u>	<u>Nacelle Width (ft)</u>
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.”*

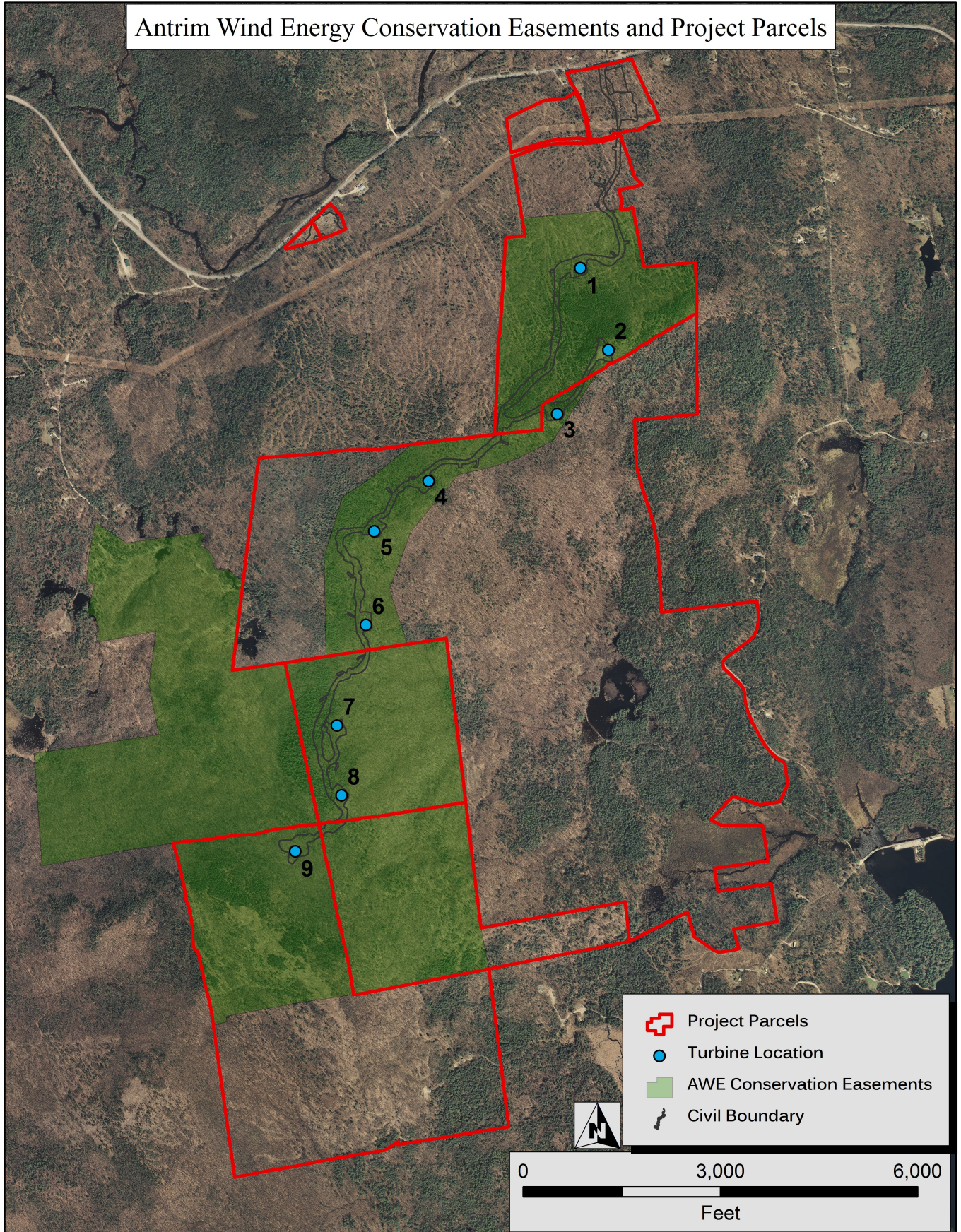
The individual easements provide for certain retained rights for the individual landowners and, for a limited period, to AWE. These reserved rights are described in detail in each of the individual easement documents that have been negotiated and agreed by each Landowner. AWE will have the right to construct 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:

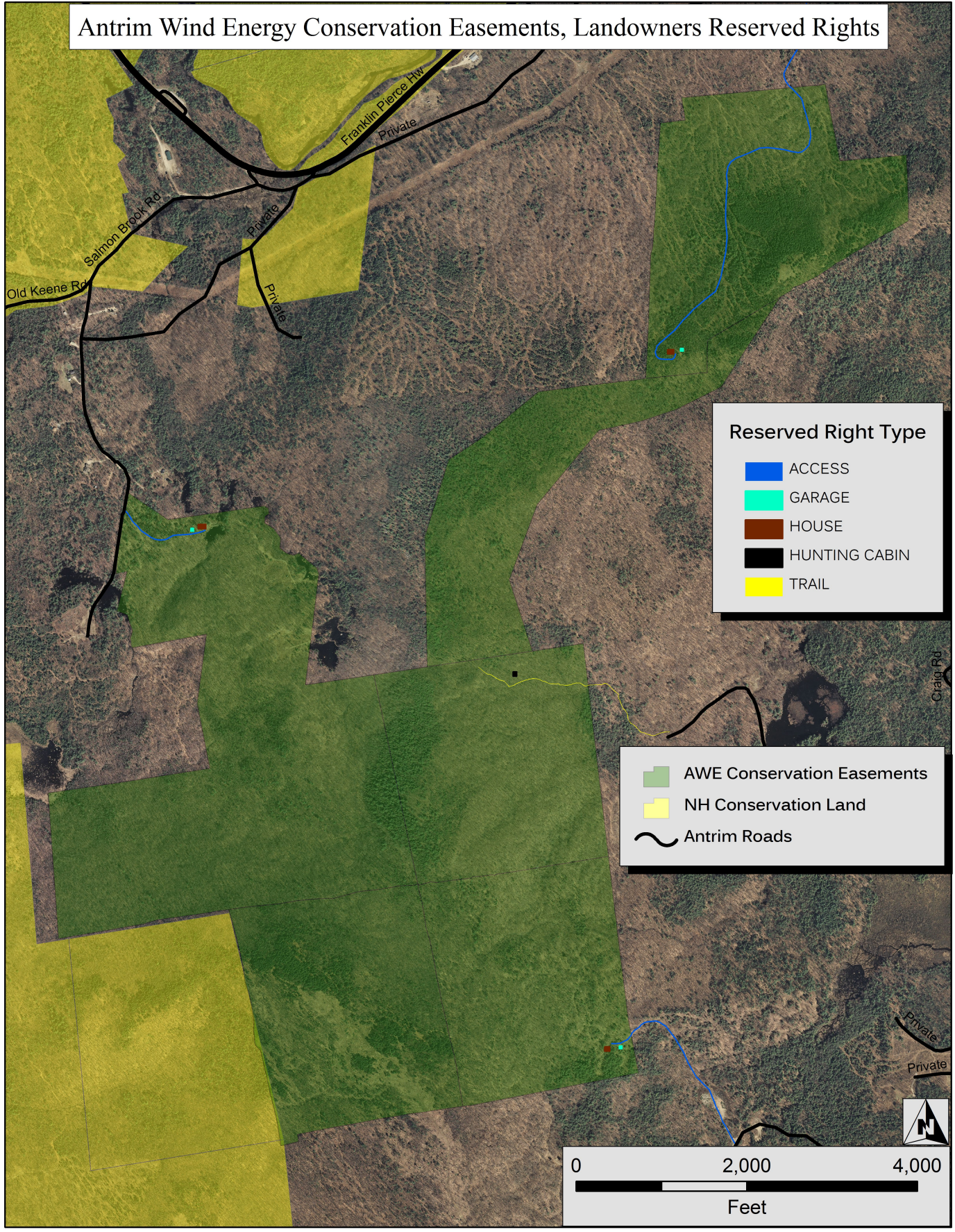
<b>Landowner</b>	<b>LOI Counterparty</b>	<b>Easement Acreage</b>	<b>Building Allowed?</b>	<b>Location Restriction?</b>	<b>Max Size (ft2)</b>
Michael Ott	HCCE	150	one home	No	3500
Steven Cotran	HCCE	130	cabin	No	2000
Antrim Ltd. Partnership	Town of Antrim	100	No	N/A	0
Paul Whittemore	HCCE	110	one home	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</b>	<b>5.97</b>
				<b>% of Total Conserved Land</b>	<b>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

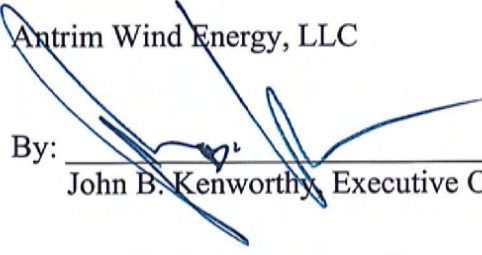
writing and shall be sent by one Party to the others by certified mail, return receipt requested, at their respective addresses given above or such other address as may be designated by notice so delivered.

- 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

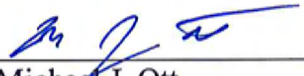
By:   
John B. Kenworthy, Executive Officer

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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

#### 11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

\_\_\_\_\_  
Michael J. Ott

State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Michael J. Ott, to me known, this \_\_\_ day of \_\_\_\_\_ 20\_\_, and acknowledged the within Easement Deed as his voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

## **Appendix A**

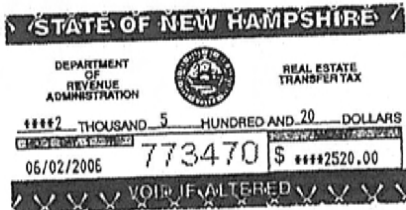
One certain tract or parcel of land with the buildings thereon, if any, situated in Antrim, County of Hillsborough and State of New Hampshire, bounded and described as Tract II in the below Warranty Deed, record at the Hillsborough County Registry of Deeds in Book 7685, Page 865.

EXHIBIT A to MEMORANDUM OF LEASE

6038778

2006 JUN -2 PM 2: 37

AL7  
Record and return to:  
Craighead and Martin, PLLC  
62 Stark Street  
Manchester, NH 03101



9-60  
9-61  
9-64

22.39  
2  
24.39

2520

WARRANTY DEED

TS

KNOW ALL MEN BY THESE PRESENTS, That, we, John A. Eddy and Laura C. Eddy, husband and wife, both of 763 Templeton Turnpike Road, Fitzwilliam, County of Cheshire, and State of New Hampshire, for consideration paid, grants to Michael James Hutchins Ott, a single person of 493 Ocean Boulevard, #24, Hampton, County of Rockingham, and State of New Hampshire, with Warranty Covenants:

9-60-33  
9-61-205  
9-64-2.5

The following four (4) tracts of land situated in Antrim, County of Hillsborough and State of New Hampshire:

Tract 1:

A certain tract of land situated in the northwest part of Antrim in the County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at the Northeast corner of the premises at a stake and stones by an old road leading from near the dwelling formerly occupied by Walter Buchanan to the dwelling of the late William R. Carr; thence

1. Westerly by the same old road about 101.5 rods to land formerly owned by the late Hiram Griffin; thence
2. Southerly by said Griffin land about 62 rods to the corner of the wall by land of the Steele heirs; thence
3. Easterly by said last mentioned land about 94 rods to the corner of the wall by land of the late William R. Carr; thence
4. Northerly by said Carr land about 19.5 rods to a stake and stones; thence

9-61-205  
212-30-241 acc  
9-60-33  
212-27-39 acc  
9-64-2.5  
212-35-5.1 acc  
BK 7685PC0864

ORIGINAL NOT SUITABLE FOR  
PROPER REPRODUCTION

5. Easterly by said Carr land about 21.5 rods to a stake and stones; thence
6. Northerly by said Carr land about 49 rods to the first named bound.

Estimated to contain 43 acres, more or less.

**Tract 2:**

Also another tract of land situated in the northwest part of said Antrim, New Hampshire, bounded and described as follows:

Beginning at the Northeast corner of the premises; thence

1. Southerly by land formerly owned by Samuel Tuttle 52 rods; thence
2. Westerly by the wall by land formerly owned by Dodge to the Northwest corner of said Dodge land; thence
3. Southerly by said Dodge land to land formerly owned by Davis; thence
4. Westerly by said Davis land and land formerly owned by Handley to land formerly of Samuel Curtis; thence
5. Northerly and Easterly by said Curtis land to land formerly owned by John McClure, et al; thence
6. Easterly by said McClure land to land formerly owned by Samuel Weston; thence
7. Southerly by said Weston land to land formerly owned by Samuel Tuttle, et al, about 57 rods; thence
8. Easterly by said Tuttle land to the point of beginning.

Said to contain 150 acres, more or less.

**Tract 3:**

A certain tract of land with the buildings thereon, if any, situate in the north part of Antrim, Hillsborough County and State of New Hampshire, bounded and described as follows:

BK 7685 PG 0865

Beginning at the Northwest corner of the premises at a stake and stones by land formerly owned by John Dodge; thence

1. Southerly by said Dodge land to the old road leading from the former residence of William R. Carr to the former residence of Samuel Dinsmore, to a stake and stones; thence
2. Easterly by said road about 37 rods to stake and stones; thence
3. Northerly by land formerly owned by Chandler Boutelle to a stake and stones by land formerly owned by Grafton Curtice; thence
4. Westerly by said Curtice land to the bound first mentioned.

Estimated to contain 6.5 acres, more or less, but reserving to the Public Service Company of New Hampshire and those claiming under it, any pole rights it may have acquired.

**Tract 4:**

Also another tract adjoining the above tract, bounded and described as follows:

Beginning at a bound on the Southerly side of the Keene Road, State Highway, at an old roadway; thence

1. Easterly by said Keene Road to land formerly of William M. Conn; thence
2. Southerly by wall and said Conn land to land formerly of William Boutelle; thence
3. Westerly by said Boutelle land to a stake and stones; thence
4. Southerly by said Boutelle land to the Old Town Road; Thence
5. Westerly by said Old Road to road first above mentioned; thence
6. Northerly by said roadway to the bound of beginning.

Said premises are subject to the rights of the public of the State highway and rights heretofore conveyed to the Public Service Company of New Hampshire.

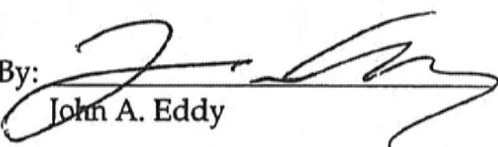
BK 7685 PG 0866

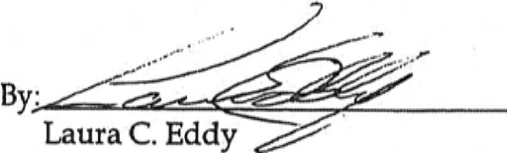
Subject to current use tax recorded with the said Registry of Deeds at Book 3696, Page 137.

This conveyance of the within described properties are not subject to homestead rights.

Meaning and intending to describe and convey the same premises conveyed to the within grantor by Warranty Deed of Donald H. Hardwick, Sr., dated June 10<sup>th</sup>, 1999, and recorded at the Hillsborough County Registry of Deeds at Book 6115 Page 1762.

SIGNED this 2<sup>nd</sup> day of June, 2006.

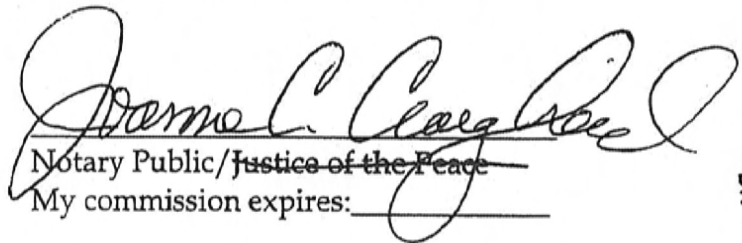
By:   
John A. Eddy

By:   
Laura C. Eddy

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 2<sup>nd</sup> day of June, 2006, personally appeared the above-named John A. Eddy and Laura C. Eddy, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same in that capacity, and for the purposes therein contained.



  
Notary Public/~~Justice of the Peace~~  
My commission expires: \_\_\_\_\_

BK 7685 PG 0867



APPENDIX B  
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC  
155 Fleet Street  
Portsmouth, NH 03801  
Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.  
Atkins Callahan PLLC  
20 Depot Street, Suite 220  
Peterborough, NH 03458

Signed and Agreed

\_\_\_\_\_  
John Kenworthy  
Executive Officer

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

June 27, 2013

Board of Selectmen  
Attn: Gordon Webber, Chair  
Town of Antrim  
66 Main Street  
Antrim, New Hampshire 03440

Charles S. Bean III  
Antrim Limited Partnership  
100 Lowder Brook Road  
Suite 1000  
Westwood, MA 02090

**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 Antrim Limited Partnership (the “Owner”) to the Town of Antrim (“the Town”) on property it leases from the Owner in Antrim, New Hampshire (the “Premises”) in connection with its wind energy project (the “Project”). AWE, the Town 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 the Town, AWE, and the Owner, subject to the conditions outlined below. The Owner and the Town 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 the Town, and, subject to the conditions set forth herein, the Town 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: Cash consideration shall be paid to the Owner by AWE in exchange for the grant of the Easement in an amount equivalent to [REDACTED] Dollars per acre of land contained in the Easement. Payment shall be due immediately upon the Effective Date of the Easement. AWE also agrees to make a one-time payment of [REDACTED] to the Town to cover reasonable costs to the Town associated with monitoring the Easement, which shall be paid on or before the Effective Date of the Easement.

Agreement Effective: This Agreement is one of a series of Agreements with owners of land in the Project Area and shall take immediate effect upon execution of this Agreement; provided, however, that the Selectboard's execution of this Agreement and the Town's acceptance of the Easement shall be subject to and conditioned upon compliance with applicable law regarding municipal acquisition of property, specifically including RSA 41:14-a.

Easement Effective: The Easement shall not take effect unless and until the Project achieves Commercial Operations and no fewer than four (4) turbines are located on the Premises, 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 four 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 the Town 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 documenting the same.

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 the Town, it shall cause internal boundaries to be 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 the Town 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 the Town 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 a location agreed to by the Parties.

Protection of Rights: Between the date of this Agreement and the Effective Date, neither AWE nor the Owner shall, without the Town's consent,  
a) enter into any agreement or permit any lien or encumbrance on the Premises which would interfere with the rights granted to the Town 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, the Town 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

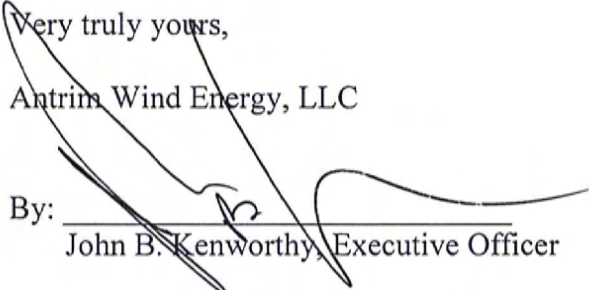
such notice and to execute, without additional consideration, a form of notice prepared by the Town at its sole cost and expense.

- 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 as of the date of the signing of this Agreement, the Owner shall, prior to the Easement Effective Date, obtain and furnish to the Town, either (a) a discharge or (b) an agreement subordinating the mortgage to the Easement for each such mortgage in recordable form reasonably satisfactory to the Town.
- 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 the Town and the Owner, kindly execute a copy of this Agreement in the place set forth below and return it to me by facsimile and expedited delivery.

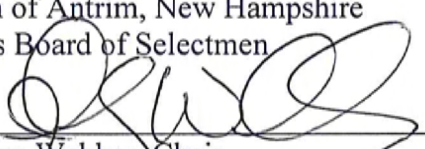
Very truly yours,

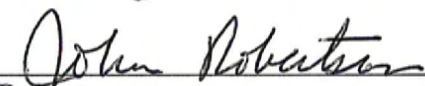
Antrim Wind Energy, LLC

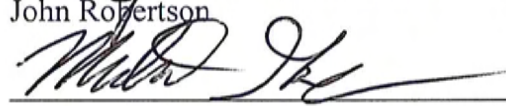
By:   
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Town of Antrim, New Hampshire  
By Its Board of Selectmen


  
Gordon Webber, Chair

  
John Robertson

  
Michael Genest

Owner

Antrim Limited Partnership

  
Charles S. Bean III, Manager of the General Partner, Bean Family LLC

**EXHIBIT A**

**Conservation Easement**

## CONSERVATION EASEMENT DEED

**Charles S. Bean III**, whose mailing address is 100 Lowder Brook Drive, Suite 1000, Westwood, County of Norfolk, Massachusetts 02090 as Manager of the general partner (Bean Family LLC) of Antrim Limited Partnership (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 **Town of Antrim**, a New Hampshire municipal corporation situated in Hillsborough County, State of New Hampshire, with a mailing address of 66 Main Street, Antrim, New Hampshire 03440, a political subdivision of the State of New Hampshire, 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 June 1, 2010 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8211, Page 1362 (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 100 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 100 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 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 other purposes in association with the reserved rights in Section 3 A.

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, its 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, four (4) 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 upon the end of the Lease Term or, at Lessee's option, at the end of the Extension Term, as those terms are defined in the Lease. For clarity, the Lease has a maximum term (including the Extension Term) of 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 January 1, 2011 (to allow for the removal obligations as required in the Lease). Lessee agrees to notify Grantee within 60 days of such termination or such earlier termination, as the case may be.

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~~ After termination of the rights reserved in this Section 3A, Grantee shall have the right, but not the obligation, to remove and reseed the Wind Facility access road.

B. To construct and maintain an access road and electrical service through the Property to be constructed in a to-be-determined location by Grantor, approximately perpendicular to the Easement, for the purposes of providing vehicular access between the northern and southern portions of Grantor's lands. Grantor shall use reasonable efforts to minimize the width of the road, clearing and disturbance from the installation of any such access road and in no instance shall the width of the road and all associated clearings exceed eighty (80) feet.

C. 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 renew and maintain painted blazes on any Property boundary not monumented by a stone wall for the purpose of identifying it as land subject to this conservation easement.

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. 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 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.

#### 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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.



B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Antrim Limited Partnership:

By: \_\_\_\_\_  
Charles S. Bean III

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me, the undersigned officer, personally appeared Charles S. Bean III as the duly authorized representative of Antrim Limited Partnership and executed the foregoing instrument as his voluntary act and deed for the purposes therein contained on behalf of said limited partnership.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

Accepted: \_\_\_\_\_  
Grantee: Town of Antrim, New Hampshire

By: Its Board of Selectmen:

\_\_\_\_\_  
Gordon Webber, Chair

\_\_\_\_\_  
John Robertson

\_\_\_\_\_  
Michael Genest

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me, the undersigned officer, personally appeared the above-mentioned Gordon Webber, John Robertson, and Michael Genest, in their capacities as members of the Selectboard of the Town of Antrim, who executed the foregoing instrument on behalf of the Town of Antrim as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

## **Appendix A**

That certain tract of land, situated in the southwesterly part of Antrim, County of Hillsborough and State of New Hampshire, bounded and described as follows:

*Description to be inserted here*

APPENDIX B  
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC  
155 Fleet Street  
Portsmouth, NH 03801  
Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.  
Bowditch and Dewey, LLP  
45 Main Street  
Peterborough, NH

Signed and Agreed

\_\_\_\_\_  
John Kenworthy  
Executive Officer

\_\_\_\_\_  
Date:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_



December 19, 2011

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

Steven R. Cotran  
26 McIntosh Lane  
Bedford, New Hampshire 03110

**Re: Conservation Easement**


Gentlemen:

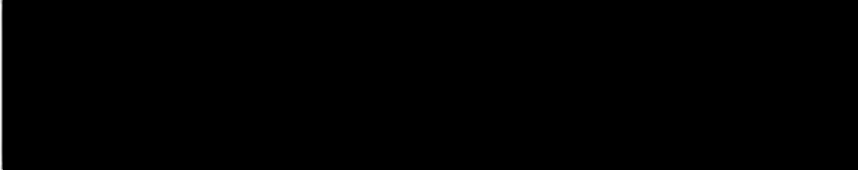
This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Steven R. Cotran (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property it leases from the Owner in Antrim, New Hampshire (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.

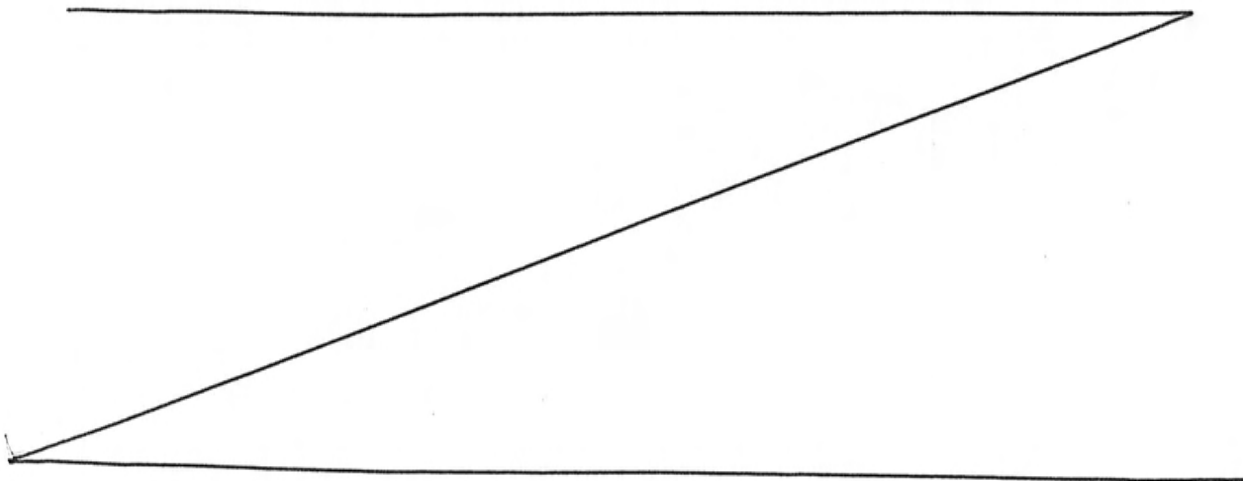
**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

**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.

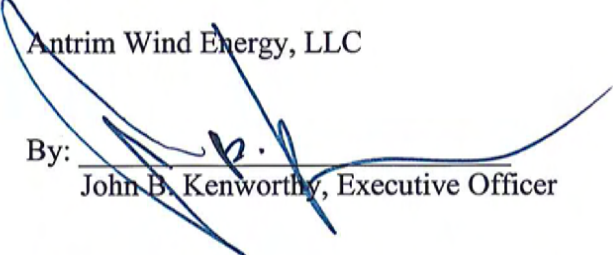
**Defined Terms:** Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement.

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.



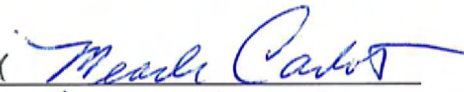
Very truly yours,

Antrim Wind Energy, LLC

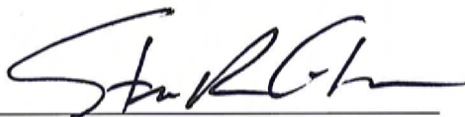
By:   
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By:   
Name: MEADE CAPOT  
Title: LAND PROC. DIRECTOR

Owner

  
Steven R. Cotran

## CONSERVATION EASEMENT DEED

**Steven R. Cotran**, [single/married], whose mailing address is 26 McIntosh Lane, Bedford, County of Hillsborough, New Hampshire 03110 (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 January 1, 2011 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8277, Page 354 (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 130 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 130 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 January 1, 2011 (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 January 1, 2011, 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 remove and reseed the Wind Facilities access road.

B. The right to construct, maintain, utilize, repair and replace a hunting cabin not to exceed 2,000 square feet in total footprint. 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. Grantor shall permit public pedestrian access to, on, and across the Property (except the Reduced Lease Area and except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.



D. 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. 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 and 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.

#### 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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

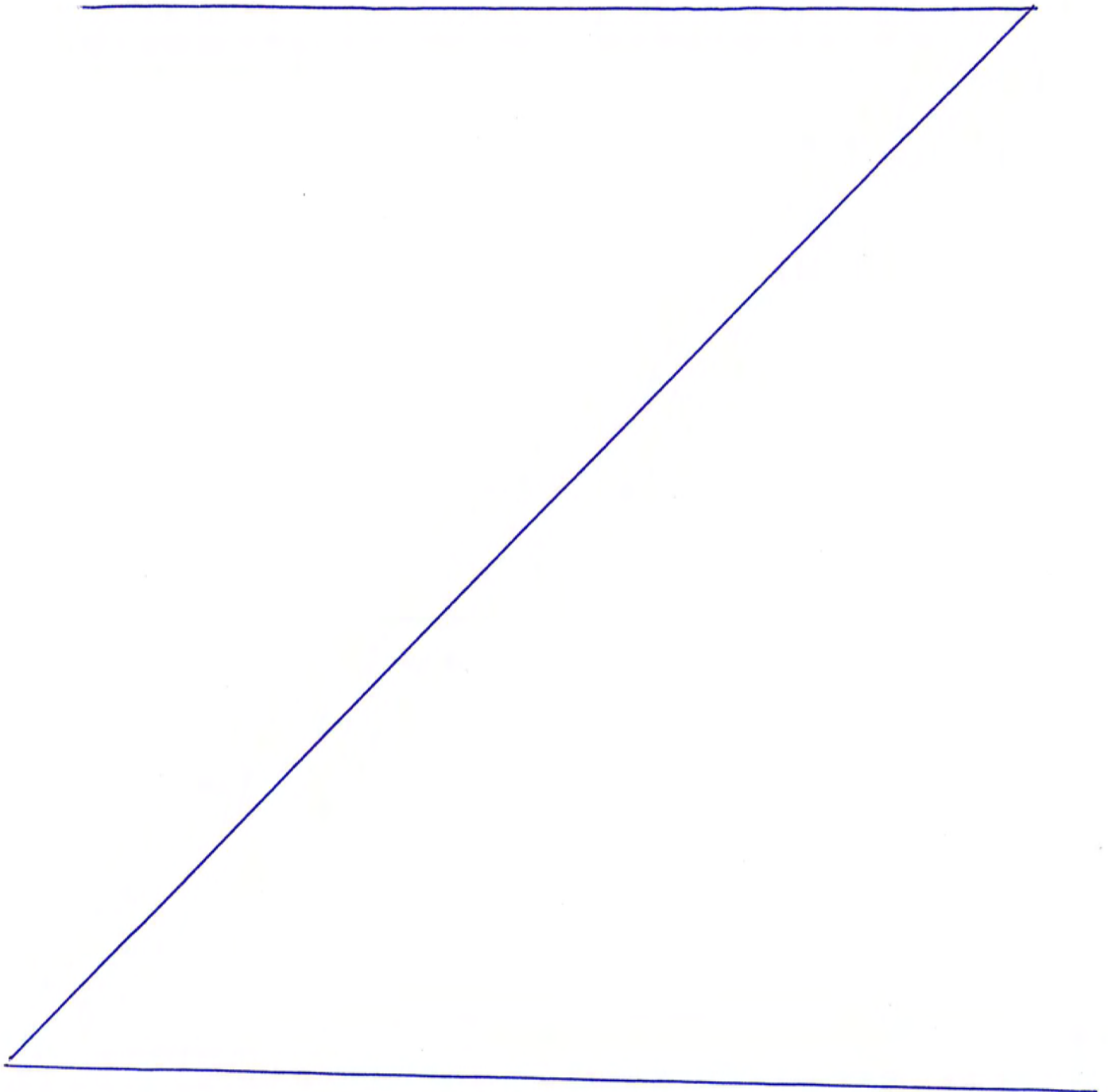
11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written

notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.



The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

\_\_\_\_\_  
Steven R. Cotran

State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Steven R. Cotran, to me known, this \_\_\_ day of \_\_\_\_\_ 20\_\_, and acknowledged the within Easement Deed as his voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

## **Appendix A**

A certain tract or parcel of land, with the buildings thereon, situated in the Town of Antrim, County of Hillsborough and State of New Hampshire, on Pigeon Mountain, being more particularly bounded and described as follows:

Containing one hundred thirty (130) acres, be the same more or less, and is Lot #21 in the Great right number five, drawn to the original right of Pierce and Moore, bounded on the north by land now or formerly of Artemus Brown, on the east by land now or formerly of George Brown, on the south by land now or formerly of Condry and others, and on the west by Hubbard Lot, so-called.

Being shown on the Town of Antrim tax maps as Map 236, Lot 001-000.

APPENDIX B  
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC  
155 Fleet Street  
Portsmouth, NH 03801  
Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.  
Atkins Callahan PLLC  
20 Depot Street, Suite 220  
Peterborough, NH

Signed and Agreed

\_\_\_\_\_  
John Kenworthy  
Executive Officer

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

December 19, 2011

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

Paul Whittemore  
P.O. Box 528  
Auburn, New Hampshire 03032

Helen Whittemore  
16501 N. El Mirage Road #735  
Surprise, Arizona 85374-3600

**Re: Conservation Easement**

Gentlemen and Lady:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Paul Whittemore and Helen Whittemore (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.

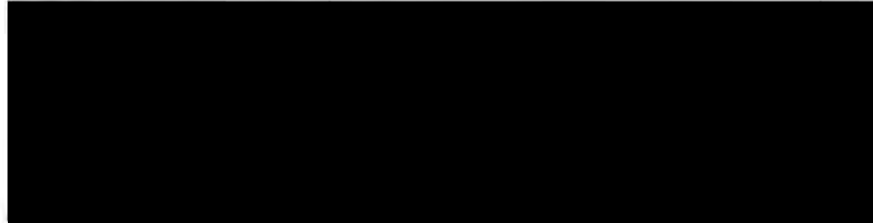
In consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

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, 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.

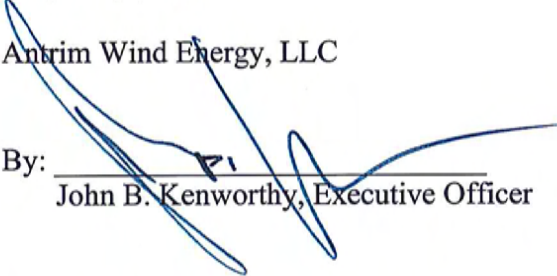
**Filing:** Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in 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 CADUS  
Title: LAND. PROG. DIRECTOR

Owner

  
Paul Whittemore

---

Helen Whittemore

Very truly yours,

Antrim Wind Energy, LLC

By: \_\_\_\_\_  
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner

\_\_\_\_\_  
Paul Whittemore

*Helen Whittemore*  
\_\_\_\_\_  
Helen Whittemore

## CONSERVATION EASEMENT DEED

**Paul J. Whittemore**, single/married, whose mailing address is P.O. Box 528, Auburn, County of Rockingham, New Hampshire 03032 (“PW”) and **Helen M. Whittemore**, single/married, whose mailing address is 16501 N. El Mirage Road #735, Surprise, Arizona 85374-3600 (“HW”) (collectively PW and HW 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 January 1, 2011 (the “Lease Effective Date”), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds (“Registry”) at Book 8288, Page 340 (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 110 acres of forestland; and

WHEREAS the Property comprises a 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 110 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, wireless communications 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.

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 one (1) 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 January 1, 2011 (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 January 1, 2011, 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.

B. The right to construct, maintain, utilize, repair and replace one single-family house not to exceed 3,000 square feet in total footprint (together with (i) all outbuildings, barns, sheds, domestic garages and other structures, all such structures to be within 500 feet of the aforesaid house, and (ii) driveways, utilities, septic systems and the like normally appurtenant to residential use of such a house). As part of Grantor's right to construct the aforementioned structures and appurtenances, Grantor shall also have the right to utilize gravel extracted from the site of the area under and around the footprint of said structures for the purposes of building the driveway; provided, however, that the area utilized for extraction of gravel shall be graded and reseeded after construction is complete. 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. Grantor shall permit public pedestrian access to, on, and across the Property (except the Reduced Lease Area and except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.

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. 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.

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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in

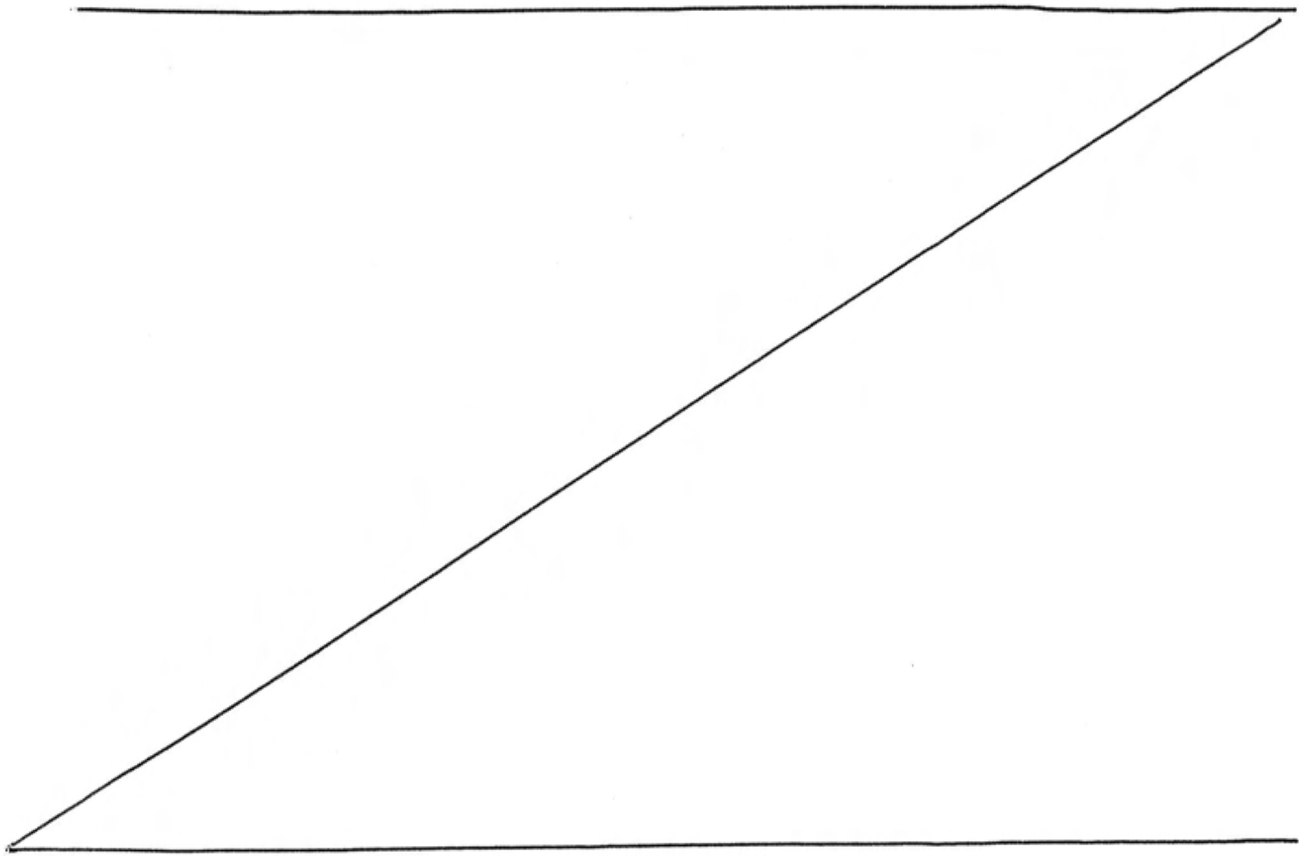
perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.



The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

\_\_\_\_\_  
Paul J. Whittemore

\_\_\_\_\_  
Helen M. Whittemore

State of New Hampshire  
County of \_\_\_\_\_

Personally appeared Paul J. Whittemore, to me known, this \_\_\_ day of \_\_\_\_\_ 2011, and acknowledged the within Easement Deed as his voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Personally appeared Helen M. Whittemore, to me known, this \_\_\_ day of \_\_\_\_\_ 2011, and acknowledged the within Easement Deed as her voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_



Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

### **Appendix A**

One certain tract or parcel of land with the buildings thereon, if any, situated in Antrim, County of Hillsborough and State of New Hampshire, bounded and described as follows:

#### Tract 1:

Beginning at the southwest corner of the premises at land now or formerly of one Harrington; thence northerly by said Harrington land to land of Alfred G. Holt, now or formerly of Arthur F. Holt and Gladys H. Warner; thence easterly by land of said Holt-Warner to land now or formerly of Alvin Brown; thence southerly by said Brown land and land formerly of James W. Jameson and of John Cuddihy to land now or formerly of R. B. Harrington; thence westerly by said Harrington land to the place of beginning.

Containing one hundred ten (110) acres, more or less, and being known as the Mountain Pasture.

The above tract of land being shown on the Town of Antrim tax maps as Map 236, Lot 001-000.

For title reference see deed dated January 14, 2000, recorded at the Registry, Volume 6211, Page 1465. See also deed dated April 21, 2009, recorded at the Registry, Volume 8199, Page 261.

APPENDIX B  
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC  
155 Fleet Street  
Portsmouth, NH 03801  
Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.  
Atkins Callahan, PLLC  
20 Depot Street, Suite 220  
Peterborough, NH 03458

Signed and Agreed

\_\_\_\_\_  
John Kenworthy  
Executive Officer

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

**Appendix B**

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

*Dec 31*, 2013

Dear Mr. Froling,

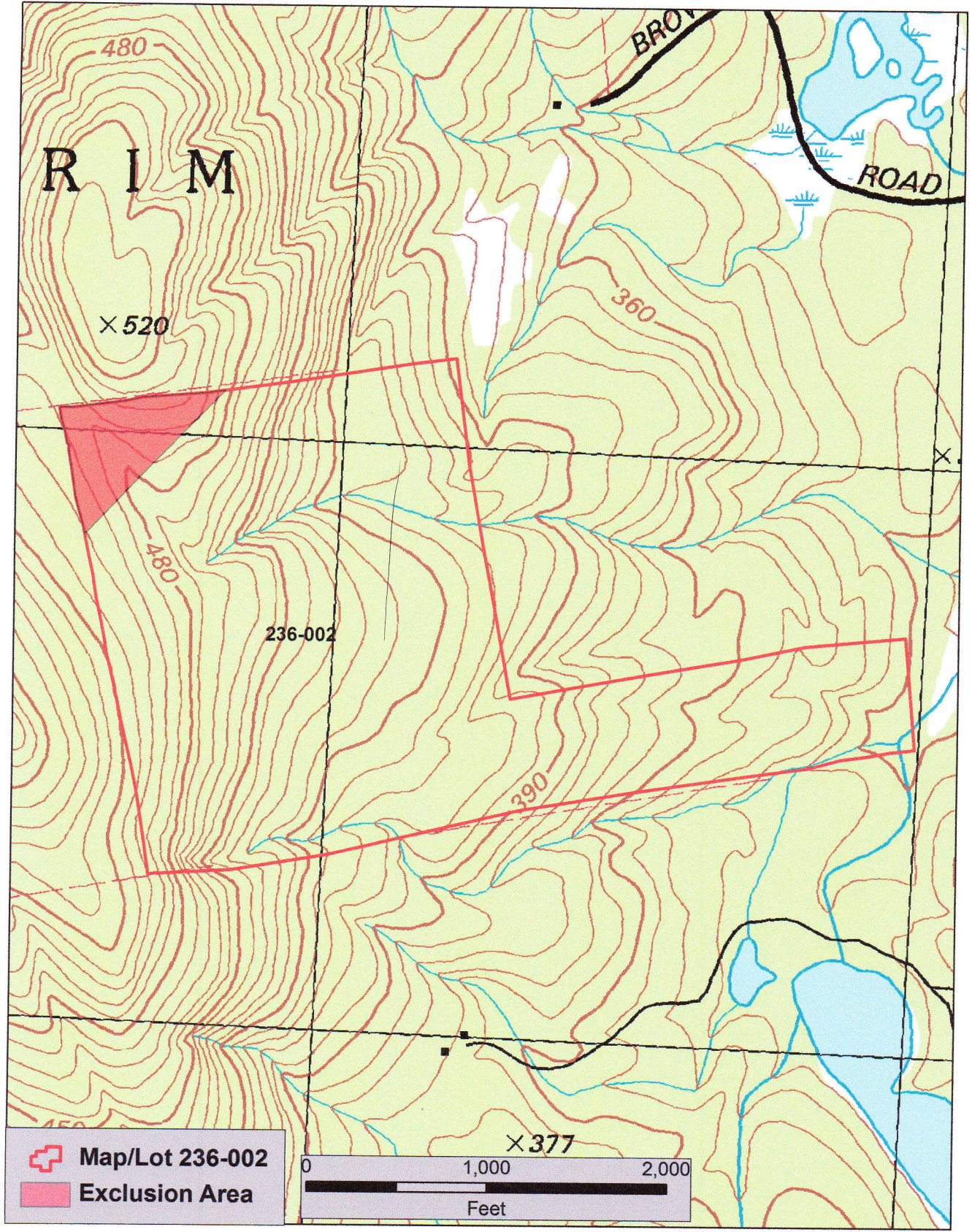
This letter is a follow up to the Letter of Intent ("LOI") dated December 19<sup>th</sup>, 2011, allowing a conservation easement to be purchased on our property in Antrim, NH after the construction of the Antrim Wind project. Pursuant to your request, by this letter we agree that the reserved right to build a home within the easement on our property, as described in the easement document that is attached to the LOI, shall exclude the area depicted on the map attached to this letter labeled as "exclusion area". We will retain the freedom to locate any residential structure within the easement outside of the exclusion area in accordance with the easement terms. We also agree to make any changes to the easement should the wind project be built and the easement purchased that are required to memorialize the statements in this letter.

Signed,

Owner

  
Paul Whittomore

  
Helen Whittomore



R I M

BROV

ROAD

480

360

X 520

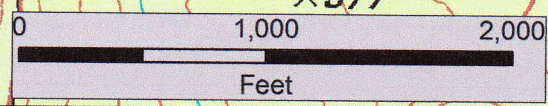
480

236-002

390

X 377

Map/Lot 236-002  
Exclusion Area



December 19, 2011

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

Lyle J. Micheli and Anne J. Micheli  
319 Longwood Avenue  
Boston, Massachusetts 02155

**Re: Conservation Easement**

Mr. Froling, Dr. & Mrs. Micheli:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Dr. Lyle J. Micheli and Ms. Anne J. Micheli (the "Owner") to the Harris Center for Conservation Education ("HCCE") on property upon which it holds a sound/flicker/setback easement option 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 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 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 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

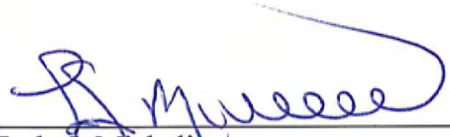
By:   
John B. Kenworthy, Executive Officer

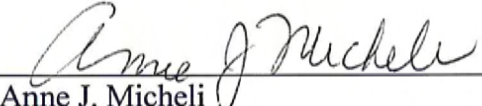
ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

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

Owner

  
Lyle J. Micheli

  
Anne J. Micheli

## CONSERVATION EASEMENT DEED

**Lyle J. Micheli** and **Anne J. Micheli**, husband and wife, whose mailing address is 319 Longwood Avenue, County of Suffolk, Massachusetts 02115 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, includes 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 an easement waiving noise, setbacks and certain other rights, between the Grantor and **Antrim Wind Energy, LLC**, dated as of \_\_\_\_\_, 201\_, and recorded in the Hillsborough County Registry of Deeds ("Registry") at Book \_\_\_\_, Page \_\_\_\_ (the "Waiver").

The Property is not homestead property.

WHEREAS the Property comprises a relatively natural habitat for diverse plant and animal species and contains approximately 295 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 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 295 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, and the Optionor's rights under the Option, the Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture, and forestry, 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 easement rights granted pursuant to the Option 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, their heirs, successors and assigns, including without limitation, the following:

A. To allow and abide by all conditions contained in the Waiver (easement) granted to Antrim Wind Energy LLC and to benefit from any consideration provided by such easement.

B. The right to construct, maintain, utilize, repair and replace one single-family house not to exceed 4,500 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 any access roads or rights of way, but shall prohibit use of said road or right of way as access for any other development on the Property. Grantor shall also be permitted to use said road or rights of way 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. Grantor shall permit public pedestrian access to, on, and across the Property (except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping. Grantee shall have the right, from time to time, to post the Property to the extent necessary to preserve conservation values.

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

C. The Grantor and Grantee shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, cooperate to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage.

D. If the either party fails to cooperate in taking such proper action under the preceding paragraph, the other party 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 other party'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, provided, however, that the cost thereof, including the Grantor's expenses, court costs, and legal fees, shall be paid by the Grantee, provided that the Grantee is directly or primarily responsible for the breach

E. 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.

F. 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.

#### 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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

\_\_\_\_\_  
Lyle J. Micheli

\_\_\_\_\_  
Anne J. Micheli

Commonwealth of Massachusetts  
County of \_\_\_\_\_

Personally appeared Lyle J. Micheli, to me known, this \_\_\_ day of \_\_\_\_\_ 20\_\_,  
and acknowledged the within Easement Deed as his voluntary act and deed for the purposes  
therein contained.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
My commission expires on \_\_\_\_\_

Commonwealth of Massachusetts  
County of \_\_\_\_\_

Personally appeared Anne J. Micheli, to me known, this \_\_\_ day of \_\_\_\_\_ 20\_\_,  
and acknowledged the within Easement Deed as her voluntary act and deed for the purposes  
therein contained.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
My commission expires on \_\_\_\_\_

Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Meade Cadot, Director - Land Protection

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned officer, personally appeared Meade Cadot, who acknowledged himself to be the Director - Land Protection of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

## Appendix A

KNOW ALL MEN BY THESE PRESENTS

THAT We, Michael F. Saviano of Atkinson, Rockingham County, New Hampshire; Arthur W. Saviano of Winchester, Middlesex County, Massachusetts; Paul Stuart of Chelmsford, Middlesex County, Massachusetts; and Richard Stuart of Quincy, Norfolk County, Massachusetts, being 100% of the stock holders of the dissolved corporation known as Decker, Saviano & Stuart, Inc., a New Hampshire corporation dissolved by the State of New Hampshire.

for consideration paid, grant to Lyle J. Micheli and Anne J. Micheli, husband and wife, both of 319 Longwood Avenue, Boston, County of Suffolk, Commonwealth of Massachusetts, as joint tenants with rights of survivorship, and not as tenants in common, with Warranty covenants

A certain tract or parcel of land together with any improvements thereon, situated in the Town of Antrim, Hillsborough County, State of New Hampshire, being Lot G as shown on a plan by Clifford P. Richer, dated August 16, 1973, entitled, "Subdivision of the DAVID W. STRICKLAND Land in Antrim, N.H. for Land/Vest, Inc., 14 Kilby Street, Boston, Mass., 02109", recorded in said Registry as Plan #7249, containing 295.0 acres, more or less, according to said Plan, and being more particularly bounded and described, all as shown on said Plan, as follows:

Beginning at an iron pipe set in the ground on the Easterly limit of the Westerly branch of the Kilbin Road near a boulder, said iron pipe marking a corner in line of land now or formerly of J. Manning;

THENCE by line of land assumed to be now or formerly of said J. Manning in four courses as follows for the distances indicated:

- (1) S 85° 00' E, 132 feet to an iron pipe set in the ground;
- (2) S 23° 30' W, 462 feet to an iron pipe set in the ground;
- (3) S 60° 00' E, 132 feet to a point on Butler Brook, so-called;

(4) Thence in a general Southerly direction, 396 feet by Butler Brook to an iron pipe set in said Brook approximately 50 feet Northerly of the junction of Butler Brook with a smaller brook, said iron pipe marking a corner in line of land assumed to be formerly of William Boyce and now of Mark and Amy Linda Solomon;

THENCE by line of said land assumed to be now of said Solomon in three courses as follows for the distances indicated:

- (1) S 83° 30' E, 854 feet to an iron pipe set in stones;
- (2) S 19° 00' W, 820 feet to an iron pipe set in a clump of rock maple trees;
- (3) S 02° 15' W, 760 feet to an iron pipe set in the ground;

THENCE N 84° 00' W along line of said land assumed to be now of said Solomon and then along line of land now or formerly of Mrs. Jennie Newhall a distance of 1,885 feet to an iron pipe set in the ground at a corner in line of land now of the Town of Antrim;

THENCE S 10° 00' W along line of said land now of the Town of Antrim a distance of 1,658 feet to an iron pipe set in a corner of walls; said iron pipe and corner of walls marking a corner in line of land now or formerly of T. V. Williams;

THENCE in a general Easterly direction along line of said land of T. V. Williams and along line of land now or formerly of Wittemore (which lines are marked by a stone wall and wire fences) a distance of 4,227 feet to an iron pipe set in a corner of walls, the compass course of this last described line being approximately S 85° 00' E;

THENCE N 03° 15' E along line of land formerly of A. Holt and now assumed to be owned by Arthur Holt and Gladys Warner a distance of 2,520 feet to an iron pipe set in the ground approximately 18 feet Easterly from the center line of a small brook, said iron pipe marking a corner in line of land now or formerly of Leon and Hoster Bean known as the "Brown Pasture";

96 DEC 11 PM 1:58

661307

BK5774PG1777

JOHN TATEOSIAN  
ATTORNEY - AT - LAW  
P.O. BOX 689  
HAMPSHAD,  
NEW HAMPSHIRE  
03841

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

12/11/1996

250166

1150.00

VOID IF ALTERED

THENCE by line of said Brown Pasture in two courses as follows for the distances indicated:

- (1) N 82° 45' W, 805 feet to an iron pipe set in a pile of stones;
- (2) N 22° 15' E, 1,275 feet to an iron pipe set on the Northerly side of a brook by a blazed rock maple tree, said iron pipe marking the most Southerly corner of Lot F;

THENCE by line of Lot F in sixteen courses as follows for the distances indicated:

- (1) N 49° 15' W, 109 feet to a pile of stones;
- (2) N 03° 30' W, 74 feet to a pile of stones;
- (3) N 34° 15' W, 192 feet to the top of a beaver dam;
- (4) N 31° 45' W, 78 feet to a point;
- (5) S 85° 30' W, 71 feet to a point;
- (6) N 57° 00' W, 75 feet to a point;
- (7) N 33° 00' W, 89 feet to a point;
- (8) N 19° 00' E, 116 feet to a point;
- (9) N 18° 15' W, 123 feet to a point;
- (10) N 41° 45' E, 123 feet to a point;
- (11) N 18° 00' E, 75 feet to a point;
- (12) N 65° 45' E, 59 feet to a point;
- (13) N 09° 15' E, 68 feet to a point;
- (14) N 45° 00' W, 57.3 feet to a point;
- (15) N 82° 00' W, 1,150 feet to an iron pipe set in the ground;
- (16) N 40° 00' W, 530 feet to an iron pipe set in the ground on the Easterly limit of the Westerly branch of the Kilbin Road;

THENCE in a general Southwesterly direction along the Easterly limit of said Westerly branch of the Kilbin Road a distance of 1,000 feet to the point of beginning.

All distances are more or less; all bearings are magnetic (1973).

ALSO CONVEYING the right to pass and re-pass by vehicle or otherwise and in common with others, over and along the Kilbin Road.

SUBJECT, HOWEVER, to any rights and easements of record, if any, affecting the within conveyed premises.

Being the same premises conveyed to it by deed of J. E. D. Associates, Inc., dated June 1, 1979, and recorded in Hillsborough County Registry of Deeds at Book 2729, Page 665

The above-described premises are ALSO CONVEYED SUBJECT TO, and with the benefit of, all of the covenants, restrictions, easements, rights, conditions and other matters set forth in a Declaration of Protective Covenants, Restrictions, and Easements dated March 18, 1974, and recorded in said Registry, Volume 2351, Page 99, and the Grantees. by the acceptance of this Deed, covenant and agree, for themselves, and their successors and assigns, with the said Land/Vest Properties, Inc., in its capacity as Trustee for Land/Vest Properties 1971 Limited Partnership, and its successors and assigns, that they will well and truly observe and perform all the covenants, restrictions, easements, rights, conditions and other matters set forth in said Declaration to be performed or observed by the Owners of the above-described Parcel, which shall be a burden upon, and run with, the land.

The above-described premises are further conveyed subject to the following covenants and restrictions which shall also be a burden upon, and run with, the land:

JOHN TATEOSIAN  
ATTORNEY - AT - LAW  
P.O. BOX 659  
HAMPSTEAD,  
NEW HAMPSHIRE  
03841

BK5774 PG 1778

1. The above-described premises shall not be subdivided except in strict accordance with the then existing subdivision regulations and zoning ordinance of the Town of Antrim, New Hampshire.

2. Until the Mortgage of even date given by J. E. D. Associates, Inc. to Land/Vest Properties, Inc., as Trustee for Land/Vest Properties 1971 Limited Partnership, has been discharged, all parcels resulting from a permitted subdivision of the within conveyed premises or any part thereof shall have frontage on a street or road which has been legally accepted and is maintained by the said Town of Antrim.

**This is not the homestead property of the Grantors or their spouses.**

Witness our hands and seals this 6th day of December, 1996

WITNESS:

John Tateosian  
to all  
\_\_\_\_\_  
\_\_\_\_\_

Michael F. Saviano  
Michael F. Saviano  
Arthur W. Saviano  
Arthur W. Saviano  
Paul Stuart  
Paul Stuart  
Richard D. Stuart  
Richard Stuart

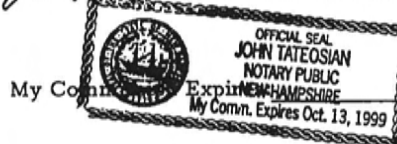
STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this the 6th day of December, 1996, before me the undersigned officer, personally appeared Michael F. Saviano, Arthur W. Saviano, Paul Stuart and Richard Stuart, all being the last and only stock holders of the dissolved corporation known as Decker, Saviano & Stuart, Inc., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

John Tateosian  
Notary Public / Justice of the Peace



BK5774PG1779



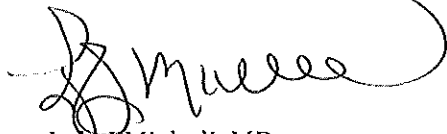
The Harris Center for Conservation Education  
Attn: Stephen Froling  
83 King's Highway  
Hancock, NH 03449

January 5, 2012

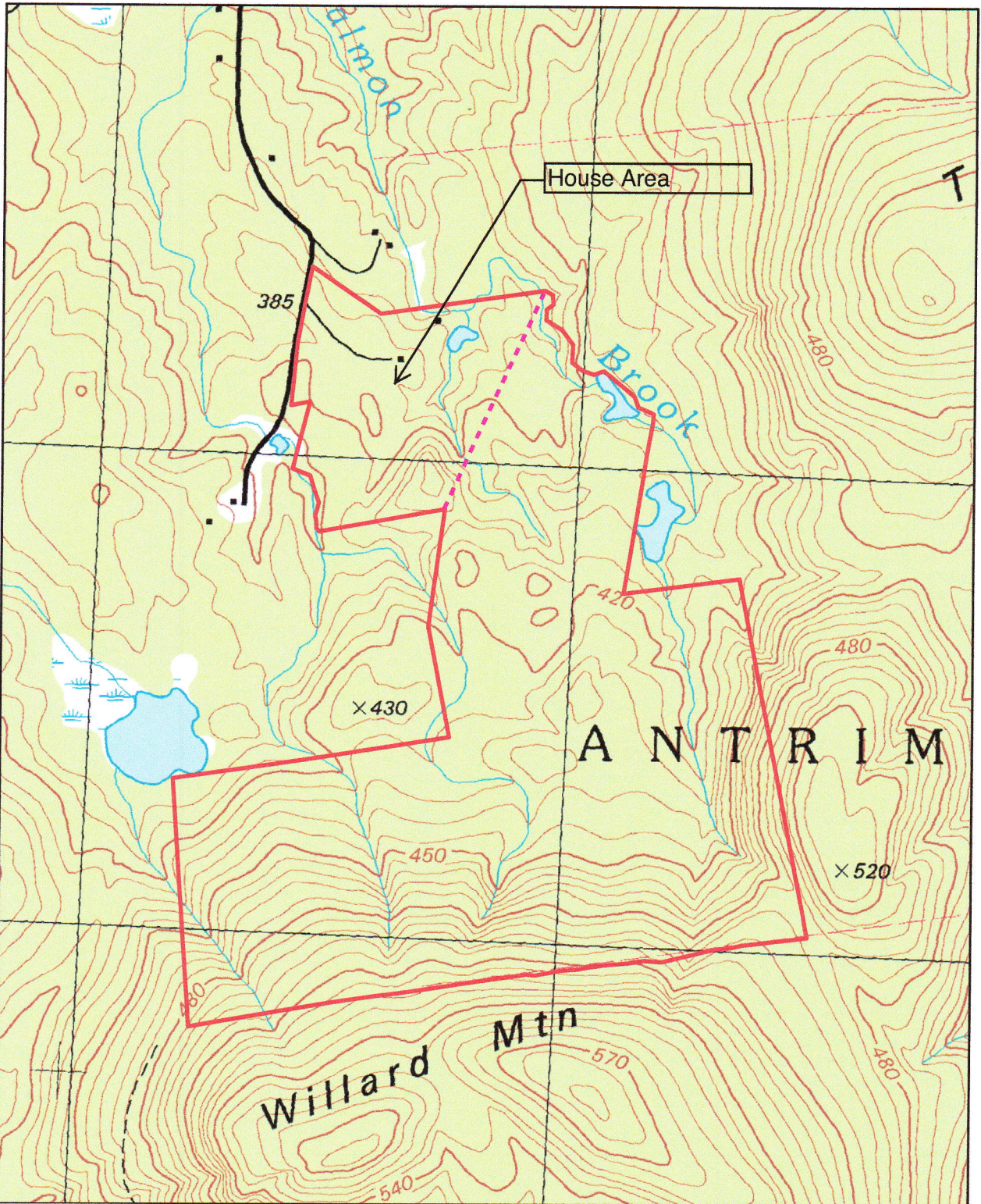
Dear Mr. Froling,

This letter is a follow up to the Letter of Intent which I recently signed allowing a conservation easement to be purchased on my property in Antrim, NH after the construction of the Antrim Wind project. Pursuant to your request, by this letter I agree that the reserved right to build a home within the easement on my property, as described in the easement document that is attached to the LOI, shall be restricted to the area depicted on the map attached to this letter and labeled "house area". I will retain the freedom to locate any residential structure in accordance with the easement terms, within the bounds of the area depicted. I also agree to make any changes to the easement should the wind project be built and the easement purchased that is required to memorialize the statements in this letter.

Signed,



Lyle J Micheli, MD



Town of Antrim, New Hampshire



Map/Lot 224-003, Owner: Micheli, Lyle J. & Anne J.

December 31, 2012

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

Paul Whittemore, Trustee  
Whittemore Trust under Indenture dated October 2, 1992  
P.O. Box 528  
Auburn, New Hampshire 03032

Helen Whittemore, Trustee  
Whittemore Trust under Indenture dated October 2, 1992  
16501 N. El Mirage Road #735  
Surprise, Arizona 85374-3600

**Re: Conservation Easement**

Gentlemen and Lady:

This letter outlines the terms and conditions upon which Antrim Wind Energy, LLC ("AWE") will facilitate the conveyance of a conservation easement from Paul Whittemore and Helen Whittemore as Trustees of the Whittemore Trust u/i/d October 2, 1992 (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:** Cash consideration shall be paid to the Owner by AWE in exchange for the grant of the Easement in an amount equivalent to [REDACTED] Dollars per acre of land contained in the Easement. Payment shall be due immediately upon the Effective Date of the Easement.

**Agreement Effective:** This Agreement is one of a series of five Agreements with owners of land in the Project Area and shall take immediate effect upon execution of this Agreement.

**Easement Effective:** The Easement shall not take effect unless and until the Project, using the amount and specification of turbines as submitted in an application to the New Hampshire Site Evaluation Committee for a Certificate of Site and Facility in Docket 2012-1 (e.g. ten (10) 3.0 Megawatt turbines), 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 documenting the same.

**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 a location agreed to by the Parties.

**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.

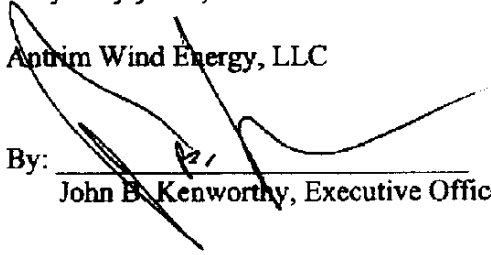
**Filing:** Upon prior approval of AWE, which shall not be unreasonably withheld, conditioned or delayed, between the date of this Agreement and the Effective Date, HCCE shall have the right to file a notice with the Hillsborough County Registry of Deeds reflecting its right to acquire the Easement in 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 31, 2012, time being of the essence.

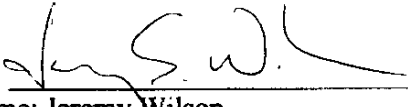
Very truly yours,

Antrim Wind Energy, LLC

By:   
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By:   
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

\_\_\_\_\_  
Paul Whittemore, Trustee

\_\_\_\_\_  
Helen Whittemore, Trustee

Very truly yours,

Antrim Wind Energy, LLC

By: \_\_\_\_\_  
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

\_\_\_\_\_  
Paul Whittemore, Trustee

*Helen Whittemore*  
Helen Whittemore, Trustee



Very truly yours,

Antrim Wind Energy, LLC

By: \_\_\_\_\_  
John B. Kenworthy, Executive Officer

ACCEPTED AND AGREED TO:

Harris Center for Conservation Education

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

Owner

Whittemore Trust under Indenture dated October 2, 1992

  
Paul Whittemore, Trustee

\_\_\_\_\_  
Helen Whittemore, Trustee

## CONSERVATION EASEMENT DEED

**Paul J. Whittemore**, whose mailing address is P.O. Box 528, Auburn, County of Rockingham, New Hampshire 03032 and **Helen M. Whittemore**, whose mailing address is 16501 N. El Mirage Road #735, Surprise, Arizona 85374-3600, both successor **Trustees of the Whittemore Trust under Indenture dated October 2, 1992** (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 January 1, 2011 (the "Lease Effective Date"), and evidenced by a Memorandum of Lease recorded in the Hillsborough County Registry of Deeds ("Registry") at Book 8304, Page 1113 (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 123 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 123 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 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 other purposes in association with the reserved rights in Section 3 A.

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, its 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, two (2) 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 upon the end of the Lease Term or, at Lessee's option, at the end of the Extension Term, as those terms are defined in the Lease. For clarity, the Lease has a maximum term (including the Extension Term) of 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 January 1, 2011 (to allow for the removal obligations as required in the Lease). Lessee agrees to notify Grantee within 60 days of such termination or such earlier termination, as the case may be.

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 remove and reseed the Wind Facility access road.

B. Grantor shall permit public pedestrian access to, on, and across the Property (except the Reduced Lease Area and except within 300 feet of any dwelling) for nature observation, hiking, cross country skiing and similar transitory low-impact, recreational purposes, but not for camping.

C. 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 renew and maintain painted blazes on any Property boundary not monumented by a stone wall for the purpose of identifying it as land subject to this conservation easement.

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. 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.

#### 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.

B. If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Registry. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

C. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the conservation restrictions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Grantee shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

#### 11. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators,

made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

The undersigned, Helen M. Whittemore and Paul J. Whittemore, successor Trustees under the Whittemore Trust, under indenture dated October 2, 1992, and any amendments thereto, hereby certify the Trust remains in full force and effect and that we are the sole successor Trustees of said Trust, and the Trustees have full and absolute power in said Trust Agreement to convey any interest in real estate and improvements thereon held in said Trust and no person dealing with the Trustees hereunder shall be under any obligation or liability to see to the application of any purchase money or to any other money or property loaned or delivered or transferred to the Trustees nor to see that the terms and conditions of this Trust have been complied with.

Whittemore Trust u/d/t dated October 2, 1992, by its duly authorized Trustees:

By: \_\_\_\_\_  
Helen M. Whittemore, Trustee

By: \_\_\_\_\_  
Paul J. Whittemore

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me, the undersigned officer, personally appeared Paul J. Whittemore, as the duly authorized Trustee of the Whittemore Trust and executed the foregoing instrument as his voluntary act and deed for the purposes therein contained on behalf of said Trust.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me, the undersigned officer, personally appeared Helen M. Whittemore, as the duly authorized Trustee of the Whittemore Trust and executed the foregoing instrument as her voluntary act and deed for the purposes therein contained on behalf of said Trust.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

Accepted:

Grantee: Harris Center for Conservation Education

By: \_\_\_\_\_  
Jeremy Wilson, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011, before me, the undersigned officer, personally appeared Jeremy Wilson who acknowledged himself to be the Executive Director of the Harris Center for Conservation Education, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of the Harris Center for Conservation Education as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_

## Appendix A

That certain tract of land, situated in the southwesterly part of Antrim, County of Hillsborough and State of New Hampshire, bounded and described as follows:

### Tract 3:

Beginning at the northwesterly corner of the premises at the corner of walls running southerly and westerly; thence southerly by land formerly of Lee and Holden to the southwest corner of the premises to land now or formerly of William Weston; thence easterly by land now or formerly of said Weston and land now or formerly of Worthley and Hill to the southeast corner of the premises at the corner of land now or formerly of Samuel Fletcher by the corner of walls; thence northerly by land now or formerly of said Fletcher and land now or formerly of Davis to the northeast corner at land formerly of Darias Hubbard; thence westerly by land formerly of said Hubbard to the bound first mentioned. Containing one hundred twenty-three (123) acres and thirty-six (36) rods, more or less.

The above tract of land being shown on the Town of Antrim tax maps as a portion of Map 239, Lot 001-000.

For title reference see deed dated October 2, 1992, recorded at the Registry, Volume 5480, Page 1135.

*[The parties intend to substitute a description based on a recent survey in lieu of the foregoing language]*

APPENDIX B  
Consent of Lessee

Antrim Wind Energy LLC, its successors and assigns ("Lessee") does hereby consent to be bound by such terms and conditions contained in this easement as are intended to apply to it.

Notices to be sent to Lessee shall be delivered to the address set forth below, or at any other address provided by the Lessee to the Grantor and Grantee in the manner set forth for Notices under this Easement.

To Lessee: Antrim Wind Energy LLC  
155 Fleet Street  
Portsmouth, NH 03801  
Facsimile: (603) 386-6743

Copy to: James Callahan, Esq.  
Bowditch and Dewey, LLP  
45 Main Street  
Peterborough, NH

Signed and Agreed

\_\_\_\_\_  
John Kenworthy  
Executive Officer

\_\_\_\_\_  
Date:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned officer, personally appeared John Kenworthy, who acknowledged himself to be an Executive Officer of Antrim Wind Energy LLC, and acting in said capacity, and being authorized to do so, executed the foregoing instrument on behalf of Antrim Wind Energy LLC as its voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires on \_\_\_\_\_



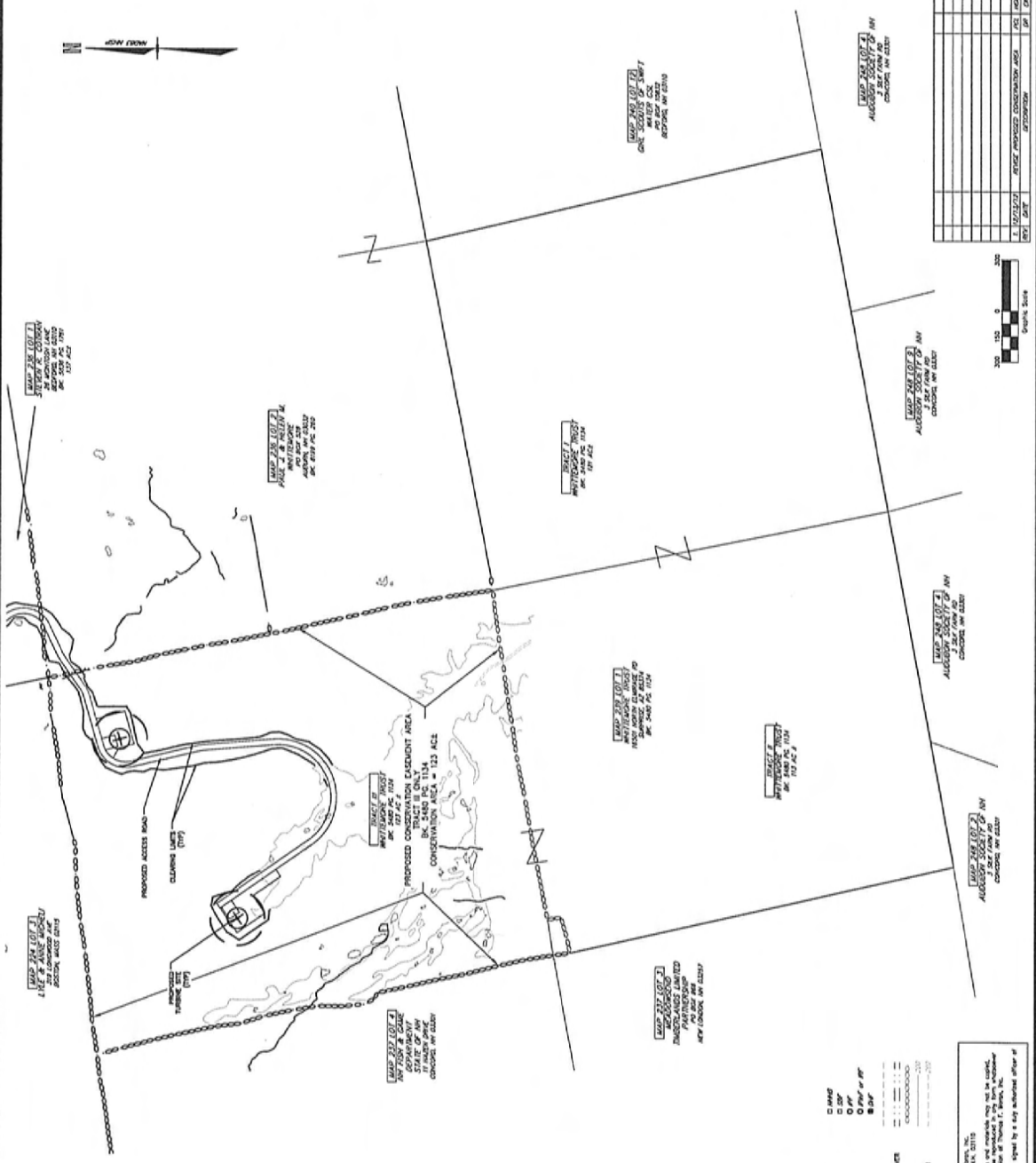
**VICINITY PLAN**

**REFERENCE PLANS**

1. MAP 239 LOT 1, IS WITHIN THE TRUST
2. THE MAP OF THIS TRUST IS LOCATED IN THE RECORDS OF THE REGISTERED PROFESSIONAL ENGINEER, JAMES K. SWALL, CONVOY IN 2010 AND 2011.
3. THE GREAT BAY NO. 3, FORMERLY KNOWN TO JOHN PRICE, DEC. AND OTHERS PRESENTED BY JOHN SWALL, NOVEMBER 18, 1860 "IN ANSWERS" V. 28
4. THE GREAT BAY NO. 3, FORMERLY KNOWN TO JOHN PRICE, DEC. AND OTHERS PRESENTED BY JOHN SWALL, NOVEMBER 18, 1860 "IN ANSWERS" V. 28
5. THE GREAT BAY NO. 3, FORMERLY KNOWN TO JOHN PRICE, DEC. AND OTHERS PRESENTED BY JOHN SWALL, NOVEMBER 18, 1860 "IN ANSWERS" V. 28

**NOTES**

1. OWNER OF RECORD FOR MAP 239 LOT 1, IS WITHIN THE TRUST
2. THE MAP OF THIS TRUST IS LOCATED IN THE RECORDS OF THE REGISTERED PROFESSIONAL ENGINEER, JAMES K. SWALL, CONVOY IN 2010 AND 2011.
3. THE GREAT BAY NO. 3, FORMERLY KNOWN TO JOHN PRICE, DEC. AND OTHERS PRESENTED BY JOHN SWALL, NOVEMBER 18, 1860 "IN ANSWERS" V. 28
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5. THE GREAT BAY NO. 3, FORMERLY KNOWN TO JOHN PRICE, DEC. AND OTHERS PRESENTED BY JOHN SWALL, NOVEMBER 18, 1860 "IN ANSWERS" V. 28



TAX MAP 239 LOT 1  
**CONSERVATION EASEMENT PLAN**  
**ANTRIM WIND ENERGY LLC**  
 ROUTE 9  
 ANTRIM, NH  
 OWNED BY  
**WHITTEMORE TRUST**

SCALE: 1"=200'  
 NOVEMBER 10, 2011

765003.04  
 1:10000  
 76503 BASE.DWG  
 SHEET 1 OF 1

NO.	DATE	BY	DESCRIPTION
1	11/10/11	JMS	ISSUED FOR CONVOY
2	11/10/11	JMS	ISSUED FOR CONVOY
3	11/10/11	JMS	ISSUED FOR CONVOY
4	11/10/11	JMS	ISSUED FOR CONVOY
5	11/10/11	JMS	ISSUED FOR CONVOY
6	11/10/11	JMS	ISSUED FOR CONVOY
7	11/10/11	JMS	ISSUED FOR CONVOY
8	11/10/11	JMS	ISSUED FOR CONVOY
9	11/10/11	JMS	ISSUED FOR CONVOY
10	11/10/11	JMS	ISSUED FOR CONVOY

**LEGEND**

- PROPOSED CONSERVATION EASEMENT AREA
- PROPOSED ACCESS ROAD
- CLEARING LANES
- EXISTING ROAD
- EXISTING LOT
- EXISTING EASEMENT
- EXISTING CONVEYANCE
- EXISTING DEED
- EXISTING PLAT
- EXISTING SURVEY
- EXISTING RECORD
- EXISTING MAP
- EXISTING PLAN
- EXISTING DRAWING
- EXISTING SPECIFICATION
- EXISTING CONTRACT
- EXISTING AGREEMENT
- EXISTING INSTRUMENT
- EXISTING DOCUMENT
- EXISTING RECORDATION
- EXISTING FILING
- EXISTING DEPOSIT
- EXISTING RECORDS
- EXISTING ARCHIVES
- EXISTING LIBRARY
- EXISTING COLLECTION
- EXISTING HOLDINGS
- EXISTING ASSETS
- EXISTING LIABILITIES
- EXISTING OBLIGATIONS
- EXISTING RESPONSIBILITIES
- EXISTING DUTIES
- EXISTING OBLIGATIONS
- EXISTING RESPONSIBILITIES
- EXISTING DUTIES

Copyright 2011, Whittemore Trust, Inc.  
 48 Cavendish Drive, North, NH, 03215  
 ANTRIM WIND ENERGY LLC  
 1000 Main Street, Antrim, NH, 03218  
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF Whittemore Trust, Inc.

## FIRST AMENDMENT TO LETTER AGREEMENT

THIS FIRST AMENDMENT TO LETTER AGREEMENT (the "Amendment"), made this 15th day of May, 2013, by and among the Harris Center for conservation Education, with a mailing address of 83 King's highway, Hancock, New Hampshire, 03449 ("HCCE"), Helen M. Whittemore and Paul J. Whittemore, as Trustees of the Whittemore Trust, under Indenture of Trust dated October 2, 1992, with a mailing address of c/o Paul J. Whittemore, P.O. Box 528, Auburn, New Hampshire 03032 ("Owner") and ANTRIM WIND ENERGY LLC, a Delaware limited liability company with a mailing address of c/o Eolian Renewable Energy, LLC, 155 Fleet Street, Portsmouth, New Hampshire 03801 ("AWE"). HCCE, Owner and AWE are referred to collectively as the "Parties."

WHEREAS, the Parties entered into a Letter Agreement dated December 31, 2012 (the "Letter Agreement") which set out the terms of a proposed conservation easement for certain property located in Antrim, Hillsborough County, New Hampshire; and

WHEREAS, the Parties desire to amend certain provisions of the Letter Agreement as hereinafter described.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the Letter Agreement is amended as follows:

1. **Easement Effective.** The section of the Letter Agreement entitled "Easement Effective" is deleted in its entirety and replaced with the following:

The Easement shall not take effect unless and until the Project achieves Commercial Operations and at least one wind turbine is located on the Property, 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").

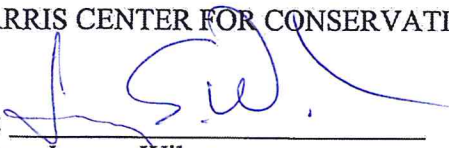
2. **Ratification.** Except as amended by this Amendment, all of the terms and conditions of the Lease shall remain unchanged, are hereby ratified and confirmed by the parties and remain in full force and effect.

*Signatures appear on the following page*

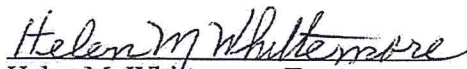


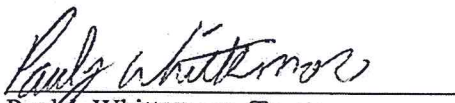
IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first above written.

HARRIS CENTER FOR CONSERVATION EDUCATION

By:   
Name: Jeremy Wilson  
Title: Executive Director

WHITTEMORE TRUST UNDER INDENTURE DATED OCTOBER 2, 1992

  
Helen M. Whittemore, Trustee

  
Paul J. Whittemore, Trustee

ANTRIM WIND ENERGY LLC


By: \_\_\_\_\_  
Name: John B. Kenworthy (Jack)  
Title: Executive Officer

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the parties hereto as of the date first above written.

HARRIS CENTER FOR CONSERVATION EDUCATION

By: \_\_\_\_\_  
Name: Jeremy Wilson  
Title: Executive Director

WHITTEMORE TRUST UNDER INDENTURE DATED OCTOBER 2, 1992

  
Helen M. Whittemore, Trustee

  
Paul J. Whittemore, Trustee

ANTRIM WIND ENERGY LLC

By:   
Name: John B. Kenworthy (Jack)  
Title: Executive Officer



April 22<sup>nd</sup>, 2013

Town of Antrim  
c/o Board of Selectmen  
66 Main Street  
Antrim, NH 03440

**Re: Agreement on Gregg Lake Enhancement Payment**

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Dear Members of the Board of Selectmen:

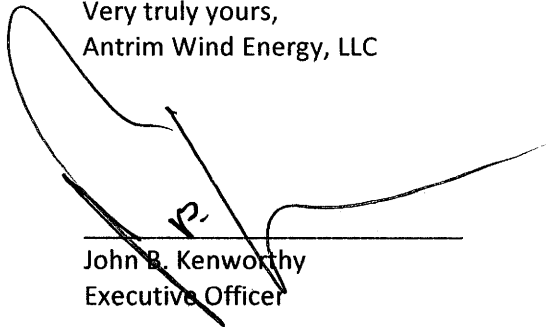
This letter sets forth the understandings and agreement between Antrim Wind Energy, LLC ("AWE") and the Town of Antrim concerning a one-time payment by AWE to the Town of Antrim as compensation for any perceived visual impacts created by the Antrim Wind Project ("Project") upon the Gregg Lake area.

As you are aware, the New Hampshire Site Evaluation Committee ("SEC") has voted to deny the Project's application for a certificate of site and facility due to the Project's anticipated aesthetic impacts. During the SEC's hearings and deliberations on the Antrim Wind Project, the Project's aesthetic impact on Gregg Lake was identified as an area of concern. Once the SEC's written order is issued, AWE intends to file a motion for rehearing along with a proposal to specifically address visual impacts, the details of which are still being developed. Part of this proposal will include a commitment by AWE 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.

AWE will make the above-referenced payment to the Town of Antrim only if the Antrim Project is constructed. The payment shall be made no later than 180 days after the date the Project commences commercial operations. The ultimate use of these funds will be at the Town's sole discretion. The Town of Antrim agrees that this one-time payment of \$40,000.00 constitutes full and acceptable compensation for any perceived visual impacts to the Gregg Lake area.

If the terms of this letter are acceptable, please countersign in the space provided below.

Very truly yours,  
Antrim Wind Energy, LLC



John B. Kenworthy  
Executive Officer



Accepted and agreed.

Town of Antrim, New Hampshire

By:   
Gordon Webber, Chairman  
Antrim Board of Selectmen  
Duly Authorized

Date: May 13 2013

## LAND CONSERVATION FUNDING AGREEMENT

This LAND CONSERVATION FUNDING AGREEMENT (the "Agreement") is made this 25<sup>th</sup> day of March, 2015 by and between the New England Forestry Foundation, Inc. ("NEFF") with a mailing address of 32 Foster Street, Littleton, MA 01460, and Antrim Wind Energy LLC, a Delaware limited liability company qualified to do business in New Hampshire ("AWE") with an address of 155 Fleet Street, Portsmouth, New Hampshire, 03801. NEFF and AWE are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, AWE is seeking or plans to seek a Certificate of Site and Facility ("Certificate") from the New Hampshire Site Evaluation Committee ("SEC") in accordance with NH RSA 162:H to construct and operate a nine (9) turbine, 28.8 MW wind energy facility in the Town of Antrim, New Hampshire (the "Project");

WHEREAS, in accordance with NH RSA 162-H:16(IV)(c), in order to issue a Certificate the Committee must find that the site and facility will not have an unreasonable adverse effect on aesthetics;

WHEREAS, the permanent conservation of forest land and its maintenance in an undeveloped state in perpetuity is a viable and recognized form of mitigation for aesthetic impacts from development activities;

WHEREAS, AWE has determined it to be appropriate, and has voluntarily agreed, to provide a Contribution (as hereinafter defined) to NEFF as mitigation for any aesthetic impacts associated with the Project;

WHEREAS, NEFF was founded in 1944 and is a 501(c)(3) nonprofit corporation whose mission is to conserve New England's working forests through conservation and ecologically sound management of privately owned forestlands in New England, throughout the Americas and beyond;

WHEREAS, NEFF holds and/or manages conservation easements on over one million acres of private lands in New Hampshire, Maine, Vermont, Massachusetts and Connecticut and maintains a professional staff of licensed foresters, educators and stewardship professionals to sustainably manage such lands for wildlife, scenic beauty, public enjoyment, timber and forest products;

WHEREAS NEFF has agreed to accept the Contribution and has also agreed that it will use the Contribution exclusively in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RTP  
IBK

1. Conservation Fund Contribution; Timing of Payment; Obligation

(a) Contribution Payment: AWE shall make an irrevocable, single payment to NEFF in an amount equal to one hundred thousand dollars (\$100,000) (the "Contribution") which will be made by wire transfer or other immediately available funds within thirty (30) days of the date the Project reaches Commercial Operation, as defined below.

(b) NEFF shall hold the Contribution in a separate designated account or shall otherwise identify the funds as restricted for the purposes of this Agreement in accordance with generally accepted practices for restricted gifts in the land conservation business.

(c) Commercial Operation: The date of Commercial Operation shall mean the date certain set forth in a notice to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement. AWE shall provide to NEFF a copy of such written notice, when issued by AWE.

(d) Obligation: Upon notice to NEFF of the date of Commercial Operation AWE becomes automatically obligated to NEFF for the Contribution as described herein.

2. Use of Contribution; NEFF Responsibilities

(a) The purpose of the Contribution is to enable NEFF to permanently conserve valuable working forest land in southern New Hampshire in perpetuity either through (i) a fee purchase of the lands and subsequent conveyance of a perpetual conservation easement to a qualified third party (such as the Monadnock Conservancy, Society for the Protection of New Hampshire Forests, The Harris Center for Conservation Education or similar qualified organization), or (ii) the purchase of a perpetual conservation easement on private lands owned by a third party, and in either case shall include NEFF's reasonable overhead costs directly incurred as a result of the transaction or transactions resulting from the Contribution and this Agreement (collectively, the "Approved Uses"). As a condition of NEFF's receipt of the Contribution under this Agreement, NEFF shall utilize the Contribution solely for the Approved Uses.

(b) Upon receipt of the Contribution, NEFF shall commence the process of selecting appropriate lands to place in conservation as described above.

(c) For the first six (6) months after NEFF receives the Contribution, NEFF shall look for suitable properties only in Hillsborough and Cheshire Counties. If, after six months, no suitable property has been found, then NEFF shall continue to look for suitable conservation properties in Hillsborough and Cheshire Counties and also may search in Merrimack, Sullivan and Rockingham Counties.

(d) Any conservation easement purchased by NEFF or, if NEFF purchases land in fee, conveyed by NEFF, shall:

- i. Be in perpetuity
- ii. Extinguish all development rights, except those explicitly set forth in Section 2 (d) iv, below.
- iii. Preserve and/or enhance the aesthetic and natural characteristics of the region
- iv. Allow sustainable forestry including the sustainable harvest of timber and other forest products in accordance with a forest management plan and forestry best practices
- v. Allow public recreational access

(e) The Contribution may be used for one or more transactions as described above and may be commingled with other funds for the Approved Uses provided that any such use is in accordance with the terms of this Agreement.

(f) Upon receipt of the Contribution, NEFF shall use reasonable efforts to complete the Approved Uses as quickly as possible.

(g) Upon closing a transaction for an Approved Use, NEFF shall provide notice to AWE providing the details of such transaction. Such notice obligation shall continue until the entire amount of the Contribution has been expended for Approved Uses and shall survive termination of this Agreement. At AWE's written request, NEFF shall provide a written accounting of funds expended to explore transactions that did not close.

### 3. Value to the Region

The Parties agree that the Contribution, when used for Approved Uses in accordance with this Agreement, shall make a valuable contribution to conservation interests in the region, including the enhancement and maintenance of the region's aesthetic character, wildlife habitat, working landscape, and public use and enjoyment.

### 4. Term; Assignments and Transfers

This Agreement shall terminate on the earlier to occur of (a) five years from the effective date of this Agreement, and (b) the date that AWE makes the Contribution payment to NEFF.

Prior to any sale or transfer of the Project or of a controlling interest in the Project, AWE shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of AWE or of the Project and any successor, assignee, transferee or purchaser shall deliver to NEFF its written guarantee that it will assume all of AWE's obligations under this Agreement, including, without limitation, the payment of the Contribution.

### 5. AWE Representations and Warranties.

AWE makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) AWE is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of New Hampshire.
- (b) AWE has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. AWE is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of AWE, enforceable in accordance with its terms.

6. NEFF Representations and Warranties.

NEFF makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) NEFF validly exists and is in good standing under the laws of the Commonwealth of Massachusetts.
- (b) NEFF has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. NEFF has duly authorized the execution and delivery of this Agreement and NEFF's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of NEFF, enforceable in accordance with its terms.

7. Entire Agreement

The entire agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

8. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both Parties to this Agreement.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions in such state.

1370  
JBK



10. Indemnification

Each Party shall indemnify the other Party for any costs, expenses, fees, and other damages incurred due to, and to the extent of, the offending Party's negligent, willful, or intentional acts or omissions, as determined by a court of competent jurisdiction, except if the Party seeking indemnification acted in a willful, reckless or intentional manner that contributed to such damages or to the extent that its own negligence contributed to the damages.

11. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to AWE:

Antrim Wind Energy LLC  
c/o Eolian Renewable Energy, LLC  
155 Fleet Street  
Portsmouth, New Hampshire 03801  
Attention: Jack Kenworthy  
Facsimile: (603) 386-6743

If to NEFF:

New England Forestry Foundation  
32 Foster Street  
Littleton, MA  
Attention: Robert Perschel  
Facsimile: (978) 952-6356

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

12. Miscellaneous

- (a) Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.


RJP  
SBK

- (b) Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- (c) Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, both Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.
- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

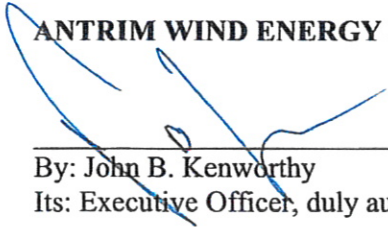
*Signatures on the following page.*

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed effective on the date indicated above.

**NEW ENGLAND FORESTRY FOUNDATION. INC.**

  
\_\_\_\_\_  
By: Robert T. Perschke  
Its: Executive Director

**ANTRIM WIND ENERGY LLC**

  
\_\_\_\_\_  
By: John B. Kenworthy  
Its: Executive Officer, duly authorized



May 22, 2015

Town of Antrim  
Mr. Ronald Haggett, Trustee  
Trustees of Trust Funds  
P.O.Box  
Antrim, NH 03440

**Re: AWE Commitment to Donate Funds for Scholarship Committee**

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Dear Mr. Haggett:

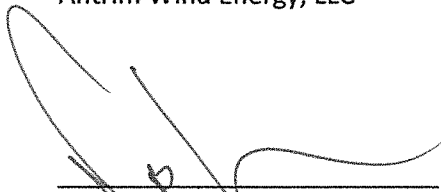
This letter sets forth the understandings and agreement between Antrim Wind Energy, LLC ("AWE") and the Trustees of Trust Funds in Antrim, New Hampshire concerning AWE's commitment to make an annual donation for the benefit of the residents of the Town of Antrim.

In accordance with our discussion at the Board of Selectmen's meeting on April 27, 2015, AWE hereby makes a pledge and commitment to contribute five thousand dollars (\$5,000.00) per year, starting with the year in which the Antrim Wind Project ("Project") reaches commercial operations and commencing each year thereafter until the Project ceases operations to support scholarships for Antrim residents (the "Scholarship Funds"). The Trustees of Trust Funds will be the custodian of the funds contributed by AWE each year. The funds will be for the purpose of supporting educational scholarships for Antrim residents, as administered each year by the Antrim Scholarship Committee. The Antrim Scholarship Committee shall not be restricted in their use of the Scholarship Funds.

AWE shall make its first annual contribution within 60 days of the Project reaching commercial operations. Thereafter, AWE shall make subsequent annual payments on or before January 31. If the Scholarship Committee awards less than 100% of the Scholarship Funds in a given year, the remaining funds shall be combined with the otherwise available funds for the following year.

If the terms of this letter are acceptable, please countersign in the space provided below.

Very truly yours,  
Antrim Wind Energy, LLC



\_\_\_\_\_  
John B. Kenworthy  
Executive Officer



Accepted and agreed.

Town of Antrim, New Hampshire

By: Ronald Haggitt  
Ronald Haggitt, Trustee  
Trustees of Trust Funds  
Duly Authorized

Date: 5/27/2015

CC: Antrim Board of Selectmen  
Antrim Scholarship Committee