11

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, That **DALLAS COMPANY**, a Maine general partnership, whose mailing address is PO Box 40, Stratton, Maine 04982 ("Grantor" or "Dallas"), for consideration paid, grants to **REDINGTON MOUNTAIN WINDPOWER L.L.C.,** a Maine limited liability company, whose mailing address is 57 Ryder Road, Yarmouth, Maine 04096 ("Grantee" or "RMW"), with Quitclaim Covenant, the land in Redington Township, Franklin County, Maine, described more particularly as follows (collectively, the "Purchase Property"):

<u>Parcel I</u> – Black Nubble Parcel, Redington Township ("Black Nubble Parcel")

A certain lot or parcel of land situated in Redington Township (also known as T1-R2 W.B.K.P.), County of Franklin and State of Maine, bounded and described as follows:

Beginning at a capped rod monument at a corner of land conveyed to the United States Department of the Navy by deed dated March 24, 1986 and recorded in the Franklin County Registry of Deeds in Book 890, Page 79, said land referenced as Parcel No. 1 in said deed;

Thence, by the following courses along land of said Department of Navy:

South 80°29'48" West, 2467.86 feet to a capped rod monument; South 56°31'17" West, 750 feet to a point;

Thence, by the following courses across land of the grantor:

North 00°49'30" West, 1107.25 feet to a point; North 89°10'30" East, 1853.4 feet to a point; North 04°53'30" East, 1628.4 feet to a point; North 89°10'30" East, 883.7 feet to a point; South 01°59'40" West, 1500.3 feet to a point; North 88°10'20" East, 2359.3 feet to a point; North 58°16'30" East, 4181.8 feet to a point; North 00°11'10" East, 4569.9 feet to a point; North 42°18'20" East, 1023.6 feet to a point; South 18°43'00" East, 2149.4 feet to a point; South 02°34'00" West, 2852.0 feet to a point; South 52°11'30" East, 2511.6 feet to a point; South 77°28'50" East, 841.8 feet to a point; South 04°00'20" East, 834.6 feet to a point; North 77°28'30" West, 4251.8 feet to a point; South 58°20'20" West, 3496.7 feet, more or less, to land of said Department of Navy;

Thence, North 83°30'40" West along land of said Department of Navy, 2683.6 feet to the Point of Beginning, containing 459.0 acres.

Being a portion of the land conveyed by Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company by deed dated December 2, 1994 and recorded in Franklin County Registry of Deeds in Book 1496, Page 212.

Bearings are based on the above-referenced deed to the United States Department of the Navy dated March 24, 1986 and recorded in the Franklin County Registry of Deeds in Book 890, Page 79.

<u>Parcel II</u> – Maintenance Building Lot, Redington Township ("Maintenance Building Lot")

A certain lot or parcel of land situated in Redington Township (also known as T1-R2 W.B.K.P.), County of Franklin and State of Maine, bounded and described as follows:

Beginning at a capped iron rod to be set on the northerly side of the Dallas Company road, so called, said point being distant 1950 feet, more or less, southeasterly from the intersection of the northerly side of said Dallas Company road with the northerly town line of said Redington Township;

Thence, North 43°35'00" East across land of the grantor, 506.0 feet to a capped iron rod to be set;

Thence, South 46°25'00" East across land of the grantor, 466.3 feet to a capped iron rod to be set;

Thence, South 43°35'00" West, across land of the grantor, 477.6 feet to a capped iron rod to be set on the northerly side of said Dallas Company road;

Thence, North 38°00'00" West, along the northerly side of said Dallas Company road, 235.6 feet to a capped iron rod to be set;

Thence, North 61°30'00" West, along the northerly side of said Dallas Company road, 241.6 feet to a capped iron rod to be set and the Point of Beginning, containing 5.0 acres.

Being a portion of the premises conveyed by Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company by deed dated December 2, 1994 and recorded in the Franklin County Registry of Deeds in Book 1496, Page 212.

All bearings are magnetic in the year 2003.

The conveyance of the Purchase Property includes any timber (subject to the other terms set forth in this deed), buildings, and improvements thereon. Dallas and RMW (collectively, the "Parties", and each individually a "Party") agree that RMW will not be required to blaze and paint boundary lines. RMW acknowledges that without accurately monumented and marked bounds, Dallas' forestry operations may inadvertently encroach upon the Purchase Property, and RMW agrees not to hold Dallas responsible for damages for such inadvertent encroachments insofar as they do not affect the safe and economical use of the land for wind generation. RMW may blaze and monument the Purchase Property in which case Dallas shall not encroach on it.

The above-described Parcels I and II are conveyed together with and subject to the following:

Powerline Easements. Two (2) seventy-five (75) foot wide easements, one (1) one hundred fifty (150) foot wide easement, and one (1) one hundred (100) foot wide easement over the remaining portion of Dallas' Existing Property ("Existing Property" is defined as all the land of Dallas Company in Redington Township and in Dallas Plantation and generally being that certain parcel conveyed by Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company by deed dated December 2, 1994 and recorded in the Franklin County Registry of Deeds in Book 1496, Page 212, excepting therefrom the Redington Range Parcel (as hereinafter defined)) to build, operate, and maintain transmission lines and substations for use in common with Dallas, as described below, so long as said use by Dallas does not interfere with RMW's easement rights (collectively, the "Powerline Easements", and individually, a "Powerline Easement"). The locations of the Powerline Easements are identified, approximately, on Exhibit A-1 attached hereto as the black lines identified as "Black Line ±5,388' 75' Wide," "Red Line ±12,722' 75' Wide," "Main Line $\pm 14,603$ ' 150' Wide," and "Western Line $\pm 39,500$ ' 100' Wide." The "Western Line" is also shown in its entirety on Exhibit A-6. Each Powerline Easement shall be located within 500 feet of the location of such Powerline Easement shown on Exhibit A-1 attached hereto except for the north/south section of the Main Line between the "Substation Interconnect" and the Coplin township line which may be located within $\pm 1,500$ ' of the location shown on Exhibit A-1. Upon the construction of a power line, above or below ground, in each Powerline

Easement, such power line shall be the centerline of such Powerline Easement (which easement shall be 75, 100, or 150 feet wide, whichever is applicable). If a power line is not constructed in a Powerline Easement on or before the fifth anniversary date hereof, RMW shall, at RMW's sole cost and expense, survey, mark, and blaze the exact location of such Powerline Easement (which easement shall be 75, 100, or 150 feet wide, whichever is applicable), and RMW will complete such work within nine (9) months after the fifth anniversary date of this Agreement. Upon determining the exact location of any Powerline Easement pursuant to the terms of this Section (a), RMW shall cause to be prepared, at RMW's sole cost and expense, a metes and bounds description of such Powerline Easement and execute and deliver a release deed to Dallas releasing all of RMW's right, title, and interest in the remaining portion of Dallas' Existing Property which is not encumbered by any of the Powerline Easements or Road Easements, which description and release deed shall be in forms and substance reasonably satisfactory to Dallas.

Dallas may cross and/or travel along the Powerline Easements at any time as long as such use does not interfere with RMW's use of the Powerline Easements. RMW may clear and keep clear the Powerline Easements and may trim trees and shrubbery to the extent necessary to keep them clear of its lines or systems, and cut down from time to time dead trees and trees which because of their abnormal conditions may constitute a danger to the lines or systems of RMW, all within the Powerline Easements. If RMW's use of the Powerline Easements requires the harvesting of timber, RMW shall notify Dallas of such. Dallas shall have the right to harvest and market all of said timber within sixty (60) days of notification. If Dallas does not choose to harvest all of said timber, RMW may do so. Any growth after the initial harvesting of timber on any part of the Powerline Easements which is routinely maintained by RMW may be removed by RMW without notification to Dallas.

- b. <u>Road Easements</u>: The following road easements (the "Road Easements") for use in common by Dallas and RMW:
 - i. <u>Use of existing roads</u>: An easement to use, maintain, or upgrade such portions of the existing roads on Dallas' Existing Property, or such roads as may be constructed thereon by Dallas hereafter (the "Existing Roads"), as are reasonably necessary for access to the Redington Range Parcel (being that certain parcel described in the Warranty Deed from Dallas to RMW dated March 10, 1998, and recorded in the Franklin County Registry of Deeds at Book 1737, Page 132), the Purchase Property, the Powerline Easements, or to connect to the New Roads (as defined below).
 - ii. New roads: A sixty (60) foot wide easement for construction of new fifteen (15) foot wide roads (the "New Roads") over Dallas' Existing Property to be used to access the Redington Range Parcel, the Purchase Property, and the Powerline Easements from public or other roads connecting to Dallas' Existing Property, (collectively, the "New Road Easements", and individually, a

"New Road Easement"). The locations of the New Road Easements are identified, approximately, on Exhibit A-1 attached hereto as the dashed lines identified as "RE2" and "RE6a and RE6b". Each New Road Easement shall be located within 500 feet of the location of such New Road Easement shown on Exhibit A-1 attached hereto. Upon the construction of a New Road in each New Road Easement, the centerline of such New Road shall be the centerline of such New Road Easement (which easement shall be 60 feet wide). If a New Road is not constructed in a New Road Easement on or before the fifth anniversary date hereof, RMW shall, at RMW's sole cost and expense, survey, mark, and blaze the exact location of such New Road Easement (which easement shall be 60 feet wide), and RMW will complete such work within nine (9) months after the fifth anniversary date hereof. Upon determining the exact location of any New Road Easement pursuant to the terms of this Section (b), RMW shall cause to be prepared, at RMW's sole cost and expense, a metes and bounds description of such New Road Easement and execute and deliver a release deed to Dallas releasing all of RMW's right, title, and interest in the remaining portion of Dallas' Existing Property which is not encumbered by any of the Powerline Easements or Road Easements, which description and release deed shall be in forms and substance reasonably satisfactory to Dallas.

Both Parties agree to mitigate the impact of their activities on the roads which are within the Road Easements such that normal forest management, harvesting, and wind generation activities are not affected. RMW may clear and keep clear the Road Easements and may trim trees and shrubbery to the extent necessary to keep them clear of the roads which are within the Road Easements, and cut down from time to time dead trees and trees within the Road Easements which because of their abnormal conditions may constitute an impediment to travel by RMW. If RMW's use of the Road Easements requires the harvesting of timber, RMW shall notify Dallas of such. Dallas shall have the right to harvest and market all of said timber within sixty (60) days of notification. If Dallas does not choose to harvest all of said timber, RMW may do so. Any growth after the initial harvesting of timber on any part of the Road Easements which is routinely maintained by RMW may be removed by RMW without notification of Dallas.

Dallas shall retain full right of use of any and all roads outside the Redington Range Parcel and the Purchase Property. Dallas shall also retain full right of use of any and all roads on the Redington Range Parcel and the Purchase Property in existence on the date hereof or as thereafter installed by RMW; provided, that such use is for forestry purposes and does not unreasonably interfere with RMW's use of Redington Range Parcel and the Purchase Property. Dallas agrees to maintain the condition of jointly used roads on Redington Range Parcel and the Purchase Property at the time of use by Dallas in future logging operations at the level encountered prior to their substantial use by Dallas. RMW shall have the right to gate roads on Redington Range Parcel and the Purchase Property to deny access to the general public in which case RMW will provide to Dallas means of

access for its own use if such use will not unreasonably interfere with RMW's use of the land.

All of Dallas' rights and privileges under Sections (a) and (b) above shall be for the benefit of Dallas and its successors and assigns. Without limiting the foregoing, Dallas shall have the right to assign to others, for use in common with Dallas, (i) easements or other rights to use all or any part of the Existing Roads and the New Roads, (ii) easements or other rights to cross and/or to travel along the Powerline Easements, and (iii) any or all of Dallas' rights and privileges described in Sections (a) and (b) above; provided, however, that all of such rights, privileges and easements shall be subject to the terms, conditions and restrictions set forth herein.

Gravel To Build Roads: So long as RMW is the sole owner of the Purchase Property and Harley Lee directly or indirectly controls RMW, RMW shall have the right to take gravel from one or more designated gravel pit(s) on Dallas' Existing Property free of charge (the "Gravel"), subject to the following: (i) the designated gravel pit(s) from which RMW may take the Gravel may be changed by Dallas from time to time and RMW's access to and use of such designated gravel pit(s) shall be subject to reasonable access and use restrictions provided to RMW by Dallas from time to time, (ii) the Gravel shall be used solely for the construction of the New Roads on Dallas' Existing Property and reasonable roads on the Purchase Property and the Redington Range Parcel, and the amount of the Gravel taken by RMW shall be reasonable based on such limited uses, (iii) RMW shall be solely responsible for transporting the Gravel, (iv) RMW shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations, orders, decrees, and ordinances relating to RMW's taking, transportation and use of the Gravel, and (v) RMW rights under this Section 8 are not assignable or transferable except to a special entity controlled by or under common ownership with RMW set up to construct and own a wind farm project at the Purchase Property.

All rights and obligations of the Parties hereunder shall be binding on their respective successors and assigns.

The conveyance of the Powerline Easements and the Road Easements is made SUBJECT TO the following, to the extent any of these matters affect the conveyed premises:

- 1. Terms and conditions and rights and restrictions, including easement, pasture and flowage rights, described in deed from George F. Goodspeed Company to Hudson Pulp & Paper Corp. dated March 30, 1950 and recorded in the Franklin County Registry of Deeds in Book 305, Page 503.
- 2. Rights of others described in deed from Grace M. Bancker to Hudson Pulp & Paper Corp. dated November 5, 1954 and recorded in said Registry of Deeds in Book 334, Page 171.

- 3. Possible rights of persons claiming by, through, or under Thomas Mathieson to the 10 acre parcel described in a release deed from the Inhabitants of the Town of Dallas Plantation to Hudson Pulp and Paper Corp. dated April 7, 1958 and recorded in said Registry of Deeds in Book 347, Page 242.
- 4. Rights of others over all public rights of ways and over that portion of the "old abandoned Route 16" which is contained within the conveyed premises.
- 5. Notice of Layout and Taking by the State of Maine by instrument dated April 22, 1959 and recorded in said Registry of Deeds in Book 358, Page 245.
- 6. Spring rights granted to Alton B. Stewart by deed from Hudson Pulp & Paper Corp. dated June 14, 1960 and recorded in said Registry of Deeds in Book 364, Page 147.
- 7. Easements granted to Rangeley Power Company by Hudson Pulp & Paper Corp. by instrument dated October 8, 1963 and recorded in said Registry of Deeds in Book 384, Page 183.
- 8. Easements granted to the State of Maine by Hudson Pulp & Paper Corp. by instrument dated March 27, 1967 and recorded in said Registry of Deeds in Book 402, Page 509.
- 9. Rights and easements described in a deed from Hudson Pulp & Paper Corp. to Saddleback Mountain, Inc. by instrument dated January 17, 1984 and recorded in said Registry of Deeds in Book 767, Page 77.
- 10. Rights and easements described in a deed from Hudson Pulp & Paper Corp. to Franklin Timberlands, Inc. dated January 17, 1984 and recorded in said Registry of Deeds in Book 767, Page 84.
- 11. Terms, conditions and exceptions set forth in the quit-claim deed with covenant from Furbish Timberland Company to Hudson Pulp & Paper Corp. dated December 24, 1948 and recorded in said Registry of Deeds in Book 305, Page 59.
- 12. Exceptions, reservations, terms, conditions and permitted encumbrances referred to or described in deed from Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company dated December 2, 1994 and recorded in said Registry of Deeds in Book 1496, Page 212.

Rights and easements granted by Dallas Company to Kibby Windpower, 13. LLC by deed acknowledged March 10, 1998 and recorded in said Registry of Deeds in Book 1737, Page 132.

IN WITNESS WHEREOF, the said Dallas Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by and the said Redington Mountain Power L.L.C. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by , this <u>الح</u> day of حري 2003.

DALLAS COMPANY

a Maine general partnership

Printed Name: LUKE BROCKU

STATE OF MAINE

COUNTY OF FRANKLIN, SS.

On Octored 1, 2003, personally appeared the above-named Luke Rechit, Rechit of said Dallas Company, a Maine general partnership, in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said Dallas Company.

Before me,

Foreld 9, Former of Law Notary Public and Attorney of Law Printed Name: DOWALD A, FORMERS TR

13.	Rights and easements granted by Dallas Company to Kibby Windpower, LLC by deed acknowledged March 10, 1998 and recorded in said Registry of Deeds in Book 1737, Page 132. Redinsten Mountain Windpewer L.L.C.
IN W	TNESS WHEREOF, the said Dallas Company has caused this instrument with its corporate seal and signed in its corporate name by Harley Lee, President of
to be sealed w	with its corporate seal and signed in its corporate name by Harley Lee, Viesney
<u>Ludless Ener</u>	this <u>Manage</u> , this <u>1st</u> day of <u>Oct</u> , 2003, dedington Mountain Yower L.L.C. has caused this instrument to be sealed
with its corpo	rate seal and signed in its corporate name by, its, this _/s/T day of Off, 2003.
	, this <u>777</u> day of <u>\$\sigma \chi 1</u> , 2003.
	DALLAS COMPANY
	a Maine general partnership
	_
	By:
	Its: Printed Name:
	Filmed Name.
STATE OF M	MAINE
COUNTY OF	, ss.
On	, 2003, personally appeared the above-named
	, of said Dallas Company, a Maine general
-	n his/her said capacity, and acknowledged the foregoing to be his/her free
act and deed	and the free act and deed of said Dallas Company.
	Before me,
	Notary Public
	Printed Name:

REDINGTON MOUNTAIN	
WINDPOWER L.L.C., a Maine limite	d

By: Half Chen freshold Endless Constitute

Its: Manager of RMW

Printed Name: Harley Lee

Endless Energy Corp

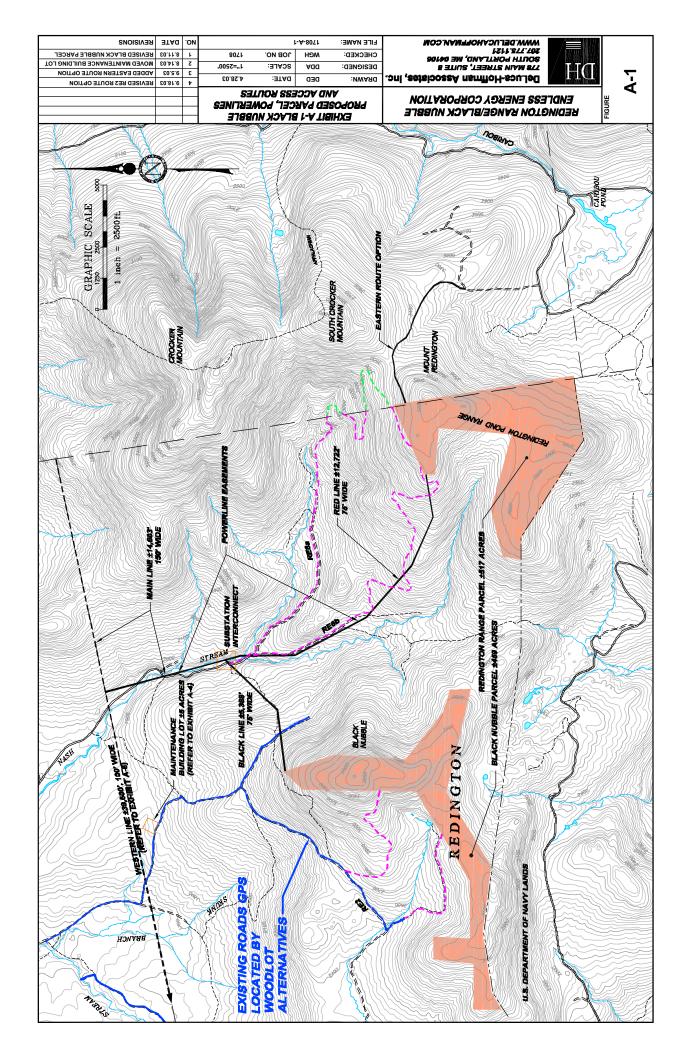
STATE OF MAINE COUNTY OF ______ Level (and , ss.

Mountain Windpower L.L.C. and of said Endless Energy Corporation.

Before me,

Notary Public Printed Name:

JUDITH A.F. WOODBURY Notary Public, Maine My Commission Expires October 31, 2005



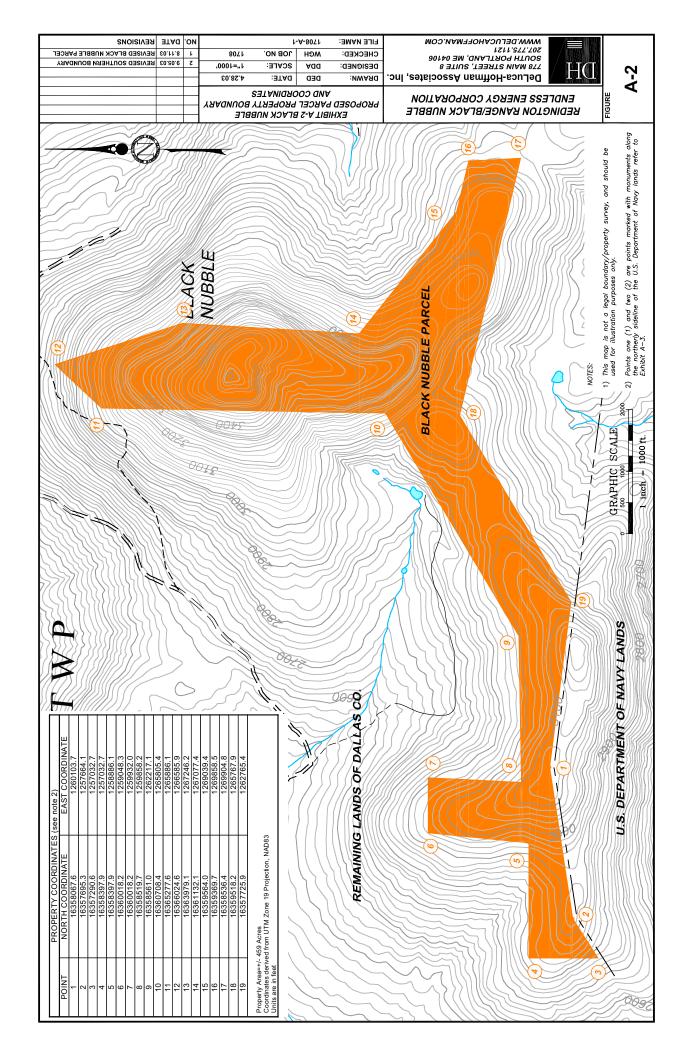


Exhibit A-3

Legal Description of **Black Nubble Property** Redington Township

A certain lot or parcel of land situated in Redington Township (also known as T1-R2 W.B.K.P.), County of Franklin and State of Maine bounded and described as follows:

Beginning at a capped rod monument at a corner of land conveyed to the United States Department of the Navy by deed dated March 24, 1986 and recorded in the Franklin County Registry of Deeds Book 890, Page 79, said land referenced as Parcel No. 1 in said deed;

Thence by the following courses along land of said Department of Navy:

S 80 -29'-48" W - 2467.86 feet to a capped rod monument;

S 56 -31'-17" W - 750 feet to a point;

Thence by the following courses across land of the grantor:

N 00 -49'-30" W - 1107.25 feet to a point;

N 89 -10'-30" E - 1853.4 feet to a point;

N 04 -53'-30" E 1628.4 feet to a point;

N 89 -10'-30" E - 883.7 feet to a point;

S 01 -59'-40" W - 1500.3 feet to a point;

N 88 -10'-20" E - 2359.3 feet to a point;

N 58 -16'-30" E - 4181.8 feet to a point;

N 00 -11'-10" E - 4569.9 feet to a point;

N 42 -18'-20" E - 1023.6 feet to a point;

S 18 -43'-00" E - 2149.4 feet to a point;

S 02 -34'-00" W - 2852.0 feet to a point;

S 52 -11'-30" E - 2511.6 feet to a point;

S 77 -28'-50" E - 841.8 feet to a point;

S 04 -00'-20" E - 834.6 feet to a point;

N 77 -28'-30" W - 4251.8 feet to a point;

S 58 -20'-20" W - 3496.7 feet, more or less, to land of said Department of Navy;

Thence N 83 -30'-40" W along land of said Department of Navy, 2683.6 feet to the point of beginning, containing 459.0 acres;

Being portion of the land conveyed to the grantors by deed dated said Franklin County Registry of Deeds Book , Page

and recorded in the

Bearings are based on the above-referenced deed - FCRD 890/79.

