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Columbia Falls, ME 04623
(207) 483-4336
(207) 483-6057 FAX
dsf@panax.com
www.mainesalmonrivers.org

Blue Sky East LLC
120 Middle St.
Portland, ME 04101
Attn.: Geoffrey West, Environmental Coordinator

January 21, 2011

Dear Mr. West,

I take this opportunity to acknowledge your company's commitment to the conservation of the Narraguagus River Watershed through your pledge of \$25,000 to our land trust program. The Downeast Rivers Land Trust was established in 1999 by our organization to maintain the quality of the environment and public access associated with the salmon rivers in this region.

The contribution by your company constitutes a significant "Tangible Benefit" associated with your proposed development of the Bull Hill wind power site on the height of land that divides the Union River Watershed and the Narraguagus.

Our organization believes that wind power generation is an appropriate and necessary component of the future for our country and that the development at Bull Hill in TWP 16 is well planned. We have been assured that the construction and maintenance phases of the project will have minimal environmental consequences, while the economic benefits are quite substantial. Conservation of the most important and threatened features of the landscape – such as the work we do to protect critical riparian habitats – costs money. The funds supplied by Blue Sky East under this Tangible Benefits award will help in this regard and will provide long term and positive impact in the nearby communities.

Sincerely,

Dwayne Shaw
Executive Director

*The Downeast Salmon Federation operates the:
Downeast Rivers Land Trust, Wild Salmon Resource Center & Pleasant River Hatchery
(and is progressing toward establishment of the East Machias Aquatic Research Center)*



COUNTY OF HANCOCK

Commissioners' Office
50 State Street, Suite 7
Ellsworth, Maine 04605

Commissioners:

Percy L. Brown Jr., Chairman
Steven E. Joy, District I
Fay A. Lawson, District III

Cynthia A. DePrenger
County Clerk

Taken from the November 9, 2010 Hancock County Commissioners Regular Meeting:

Dave Fowler of First Wind and Joan Fortin, Esq. of Bernstein Shur updated the commissioners on the proposed wind project in Township 16.

Ms. Fortin suggested a tangible benefit solution as an annual cash payment contribution, which are unrestricted funds, to Hancock County. TIF district boundaries can be drawn around **any** UT area. It was suggested that all of the captured taxable value be considered under the TIF. An 80/20 reimbursement was proposed. The County portion would be 20%. The life expectancy for the turbine generator is 20 years, the tower sections and associated roads are much longer. TIF boundaries can be amended in the same manner as they were created. Once the commissioners decide that they would agree to a community benefit agreement, the process for implementation will begin but does not have a strict timeline. Space on the meteorological tower for RCC communications was requested. Decommissioning of the project and bankruptcy was discussed. The company has to bond the site as part of the state permitting process. The creation of jobs and the use of local people were discussed.

Michael Aube, President of Eastern Maine Development Corporation (EMDC) stated that the EMDC is very aware of the TIF process and offered to assist the County in the process. Hancock County Planning Commission representative Thom Martin suggested speaking to Charlie Yeo, the Eastbrook Town Manager and Dan Pileggi Esq., to see where the Town of Eastbrook is in the process.

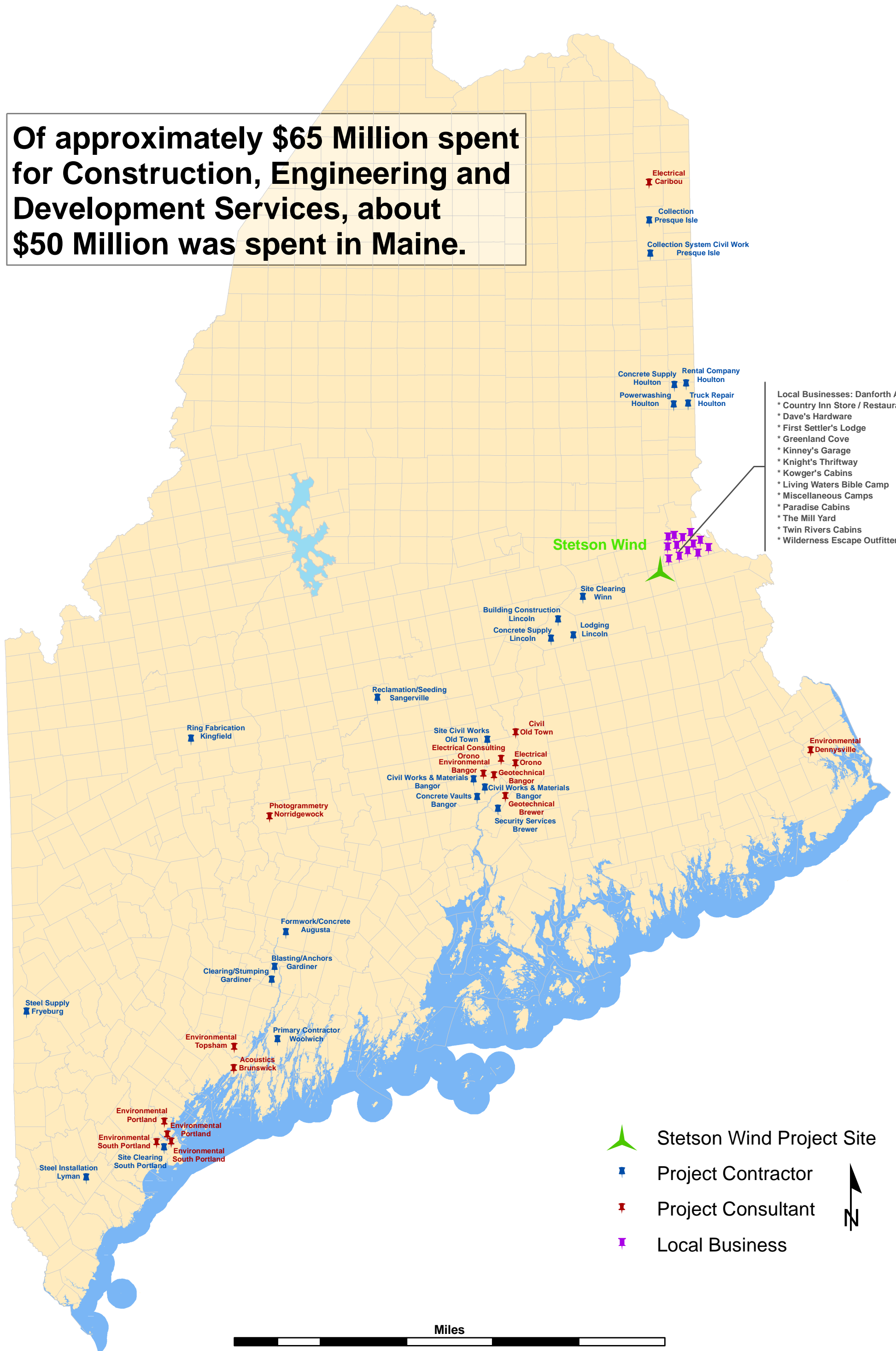
Commissioner Joy stated that he is in favor of the tangible benefits coming to the County and creating a TIF district. Commissioner Lawson was concerned with the human and animal elements as well as environmental studies. Commissioner Brown was in favor of moving forward with the tangible benefits and TIF portion of the project, he was interested in where the power was going to be utilized. Mr. Fowler offered to take the commissioners on a tour of the Stetson project.

MOTION: The commissioners agreed to move ahead on the tangible benefits and TIF's portion of the project. (Joy/Lawson 2-0-1, motion passed. Lawson abstained)

Discussion: This does not commit the County to the project. EMDC will help with setting up the TIF and tangible benefit portion. CFO Roy suggested having an agreement for First Wind to reimburse the county's cost to set up the TIF.

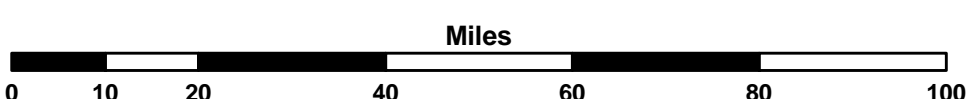
Maine Businesses Benefitting from Stetson Wind

Of approximately \$65 Million spent for Construction, Engineering and Development Services, about \$50 Million was spent in Maine.



- Local Businesses: Danforth Area
- * Country Inn Store / Restaurant
 - * Dave's Hardware
 - * First Settler's Lodge
 - * Greenland Cove
 - * Kinney's Garage
 - * Knight's Thriftway
 - * Kowger's Cabins
 - * Living Waters Bible Camp
 - * Miscellaneous Camps
 - * Paradise Cabins
 - * The Mill Yard
 - * Twin Rivers Cabins
 - * Wilderness Escape Outfitters

-  Stetson Wind Project Site
-  Project Contractor
-  Project Consultant
-  Local Business





DET NORSKE VERITAS

DESIGN EVALUATION CONFORMITY STATEMENT

Vestas V100-1.8MW 7.5 m/s 60Hz VCUS MK7

IEC DE-224604-0

Conformity Statement number

2010-09-30

Date of issue

Manufacturer:

Vestas Wind Systems A/S

Alsvej 21

8940 Randers SV, Denmark

This conformity statement attests compliance with IEC 61400-1 ed. 3: 2005 concerning the design. The conformity evaluation was carried out according to **IEC WT 01: 2001 "IEC system for conformity testing and certification of wind turbines, Rules and procedures"**. Any change in the design is to be approved by DNV. Without approval the Statement loses its validity.

Evaluation reports:

Final Verification Report: PD-642246-12PVMBF-17

Wind Turbine specification:

IEC WTGS class: S. For further information see Appendix 1 of this Certificate.

Date: 2010-09-30

Claus F Christensen

**Management Representative
Det Norske Veritas, Danmark A/S**



Date: 2010-09-30

Pia Redanz

**Project Manager
Det Norske Veritas, Danmark A/S**

DET NORSKE VERITAS, DANMARK A/S

APPENDIX 1 - WIND TURBINE TYPE SPECIFICATION

General:

IEC WT class acc. to IEC 61400-1 ed. 3: 2005:	S
Rotor diameter:	100 m
Rated power:	1800 kW
Rated wind speed V_r :	9.9 m/s
Hub height(s):	80 m
Operating wind speed range V_{in} - V_{out} :	4 m/s – 20 m/s
Design life time:	20 years

Wind conditions:

V_{ref} (hub height):	42.5 m/s
V_{ave} (hub height):	7.5 m/s
I_{ref}	0.16
Mean flow inclination:	8°

Electrical network conditions:

Normal supply voltage and range:	6-34.5 KV
Normal supply frequency and range:	60 Hz
Voltage imbalance:	-
Maximum duration of electrical power network outages:	-
Number of annual electrical network outages:	-

Other environmental conditions (where taken into account):

Air density	1.225 kg/m ³
Normal ambient temperature ranges	-20°C to +40° C
Extreme temperature, idling	-30°C to +50° C
Relative humidity	100 % (max 10% of lifetime)
Solar radiation	The turbine shall resist solar radiation (including UV) with 1000 W/m ² and 8000 MJ/m ² per year throughout the design lifetime.
Salinity	Onshore conditions
Design conditions in case of offshore WT (water depth, wave conditions etc.):	N/A
Description of lightning protection system:	-
Earthquake model and parameters:	-

Main components:

Blade type:	Vestas Prepreg 49m
Gear box type:	1 planetary stage/2 helical stages



	1:92.541
Generator type:	Winergy PEAB 4435.2 Asynchronous with wound rotor, slip rings and VCS by VND
Tower type:	Conical tubular steel
Service lift:	Avanti, Power Climber (as an option Vestas offers lift)
Crane:	N/A

Vestas[®]

V100
1.8 MW

Wind. It means the world to us.[™]

V100-1.8 MW

Opening up a new world of opportunities

Extracts power from extremely low winds thanks to its 49 m blades

This new turbine allows you to increase productivity by opening up low-wind onshore sites that you previously regarded as non-viable. To maximise power output at such locations, this turbine's 100 m rotor squeezes more from the available wind – starting at an incredibly low 3 m/s. Thanks to its 49 m blades, the V100-1.8 MW delivers a remarkable rotor-to-generator ratio that produces a capacity and yield that's higher than was once thought possible at low wind sites.

The platform is tested and tried more than 6,500 times

What's more, the V100-1.8 MW is based on the mature and reliable Vestas 2 MW platform. Vestas has installed over 6,500 of its 2 MW turbines around the world since 1999, which is now enhanced to maximise your output and revenues.

The 2 MW class is the most thoroughly tested turbine on the market, with a proven availability of over 97% in 2009. And now this platform has been improved once again and has a new standard-bearer: The V100-1.8 MW – specifically designed for low-cost energy production at low-wind onshore sites.

+6,500

installed turbines and
+97% availability.

Wind. It means the world to us.™
Wind is all we do. We are relentlessly committed to the success of wind as a source of energy for the world, providing everything you need to succeed in your wind power ambitions.

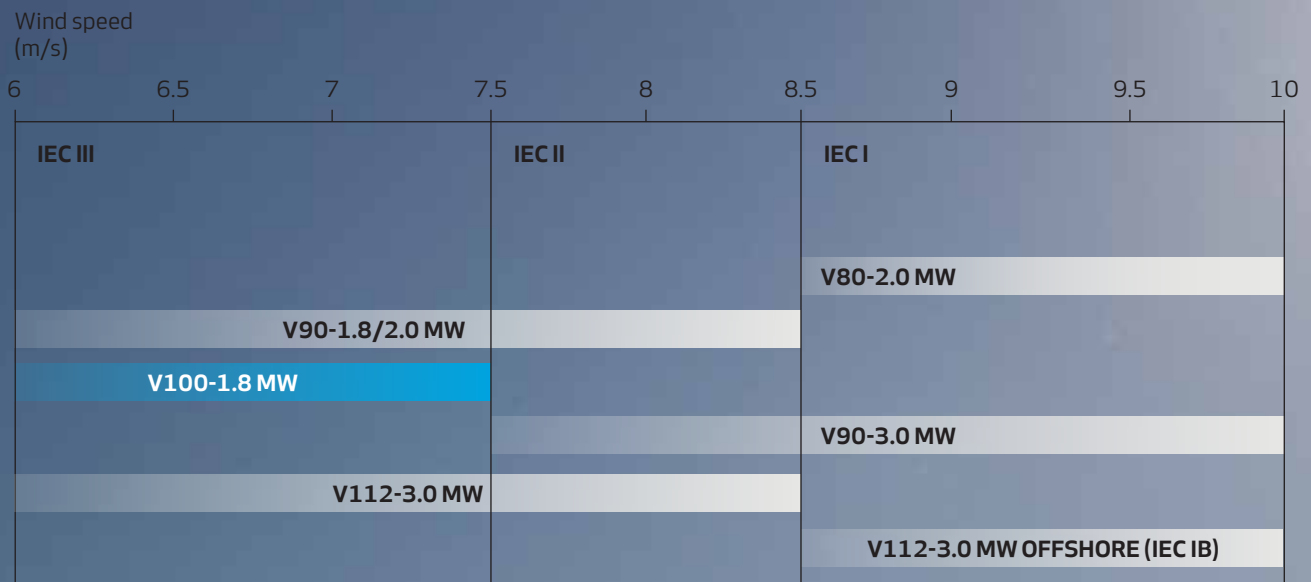


Vestas

Low wind
Strong
technology

Unprecedented productivity, reliability and performance

If you want to ensure the yield of your low-wind (IEC IIIA) locations, the reliable V100-1.8 MW is an excellent choice.



- - 100 meter rotor diameter
- - 1.8 MW rated power

Optimise energy production

- Designed for high productivity
- Noise mode that minimises noise at low-wind with minimal impact on power production
- Excellent grid support

Reduce energy costs

- Low Balance of Plant (BOP), installation and transportation costs
- 24/7 remote control with VMP Global™
- Innovative CoolerTop™
- Designed for serviceability

Secure your investment

- Proven technology
- Reliable and robust product
- Redesigned bed frame and main bearing housing
- Improved yaw system

Here's an overview of selected benefits that optimise your energy production, lower your operating costs and strengthen the business case for choosing the V100-1.8 MW.

Industry-leading technology generates **more energy**

Designed for high productivity

To allow you to exploit the low-wind sites that you had to ignore until now, Vestas took on the huge technical challenge of using longer blades without compromising safety or availability. We were able to overcome these issues thanks to a rigorous design process using advanced 3D tools, and the Vestas Test Centre's exhaustive assessment regime, which included both static and dynamic testing.

At 49 m long, the blades of the V100-1.8 MW sweep an area of 7,850 m² – a 23% increase compared to the V90-1.8/2.0 MW. This ensures that the V100-1.8 MW maximises energy production at even the lowest wind speeds, generating a higher capacity and yield compared to other turbines in the 2 MW class.

Noise mode that minimises noise at low-wind with minimal impact on power production

The V100-1.8 MW has various noise modes to meet the operational sound-level restrictions specific to any site.

Thanks to the Vestas Converter System (VCS), the turbine is able to reduce the rotor speed and therefore the noise, which is a significant factor when considering the suitability of the V100-1.8 MW for an onshore site with low winds.

In fact, you can run this turbine in site-specific configurable modes, and keep within defined decibel ranges, without significantly reducing productivity. So even in areas where sound-level restrictions are in place, the V100-1.8 MW is a very versatile option.

Excellent grid support

The VCS inside the V100-1.8 MW delivers a constant and consistent output to the grid. The system is able to maintain grid stability by quickly regulating the turbine's power provision when needed. It swiftly responds to faults and other grid disturbances. The VCS also lessens the load on the gearbox and other key components, reducing wear and tear.





Reduce wind energy cost by design

Low balance of plant (BOP), installation and transportation costs

Just like the other turbines in the Vestas 2 MW series, it's possible to easily transport the V100-1.8 MW (by rail, truck or barge) to virtually any site around the world. In terms of weight, height and width, all of its components comply with local and international limits for standard transportation. This ensures that you incur no unforeseen or unusual costs for getting the turbine on site.

In addition, the V100-1.8 MW can be built and maintained using tools and equipment that are standard within the installation and servicing industries – minimising the ongoing maintenance costs.

24/7 remote control with VMP Global™

To reduce the cost of energy, the V100-1.8 MW is equipped with VMP Global™, the latest turbine control and operation software from Vestas.

Developed to run this latest generation of Vestas turbines, the modular VMP Global™ software package automatically manages the turbine around the clock and ensures that you're always able to generate the maximum power from your V100-1.8 MW. In addition, the application supports your site management by monitoring and troubleshooting the wind turbines – both onsite and remotely – to keep maintenance costs as low as possible.

Innovative CoolerTop™

The CoolerTop™ installed on the V100-1.8 MW uses the wind's own energy to generate the cooling required, rather than consuming energy generated elsewhere. The fact that the CoolerTop™ has no moving parts means that it requires little maintenance, shaving costs once more. In addition, the absence of any electrical components ensures that the cooling system makes no noise and reduces the nacelle's energy consumption.

The CoolerTop™ also allows for a temperature range of up to 40° C without de-rating and without needing a high temperature option that would inevitably compromise the amount of space available within the nacelle.

Designed for serviceability

The service crews are helped by the overall design of the V100-1.8 MW, which, like all other Vestas turbines, shields every rotating part and positions components for easy access.

CoolerTop™

- New feature designed for efficient cooling to maximise power production

Gearbox

- Planetary gearbox with combined two-stage parallel gearbox

Main-bearing housing

- One piece
- Stronger construction to absorb higher loads from rotor

Main shaft

- Forged
- All rotating parts shielded provides higher serviceability

Transformer room

- More space available
- 34.5 kV transformer optional allowing installation up to 2,000 m above sea level in USA/Canada

Generator

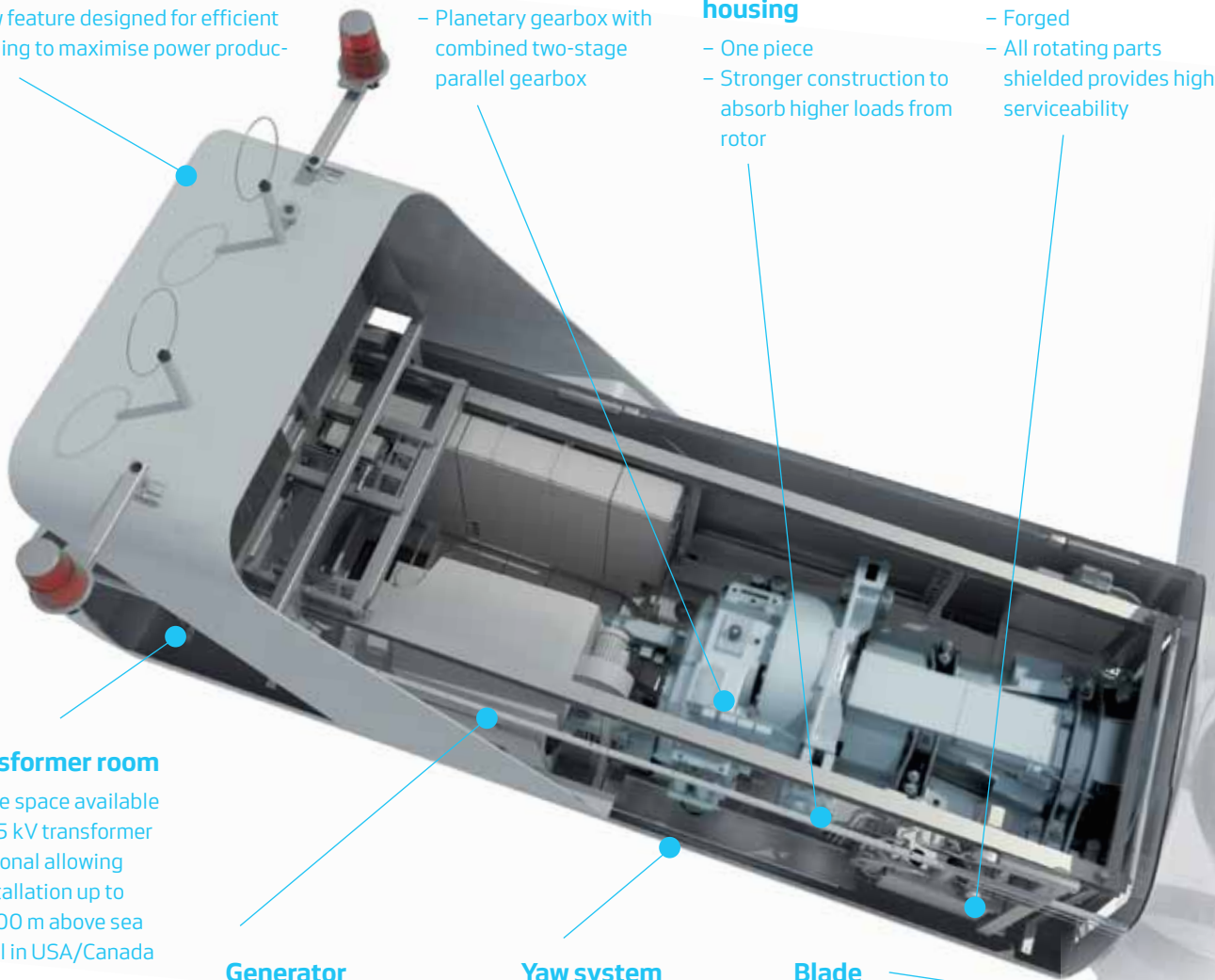
- A reliable slip ring system
- Hybrid bearings with ceramic balls prevent bearing current for improved durability
- Improved generator cooling unit makes cooling effective

Yaw system

- 6 yaw gears
- Automatic lubrication greasing
- Less downtime and higher energy production

Blade

- Market-leading aerodynamic design
- Glass fibre and carbon fibre combination
- Single point greasing system, reducing service time



Our passion and
commitment are
your guarantee
for safer business
investments



Proven technology

The V100-1.8 MW is based upon the proven technologies that underpin the +6,500 2 MW Vestas turbines installed around the world. Using the best features from across the range, as well as some of the industry's most stringently tested components and systems, this turbine's reliable design minimises downtime – helping to give you the best possible return on your investment.

Reliable and robust product

The Vestas Test Centre is unrivalled in the wind industry and has the unique ability to test complete nacelles using a.o. Highly Accelerated Life Testing (HALT) to ensure reliability. At the critical component level, potential failure modes and mechanisms are identified, and specialised test rigs are used to ensure strength and robustness for the gearbox, generator, yaw and pitch system, lubrication system and accumulators.

The Vestas quality-control system ensures that each component is produced to validated design specifications, and performs at site. We also employ a Six Sigma philosophy and aim to perform at Six Sigma levels by during 2011. We have identified critical manufacturing processes (both in-house and for sub-suppliers), and we systematically monitor measurement trends that are critical to quality, to identify variation and make changes before any defects occur.

Redesigned bed frame and main bearing housing

Created with future generations of turbines in mind, the new single bed frame and stronger main bearing housing of the V100-1.8 MW provide a better foundation for loads.

The strengthened frame and housing – each made from single-piece castings – work in conjunction to absorb higher loads from the rotor. In addition, the housing ensures correct alignment during bearing assembly, making the process more accurate and efficient, and distributes loads evenly.

These improvements combine to increase the production capabilities of this turbine and to reduce downtime.

Improved yaw system

Previous generations of turbines in the 2 MW class included a four-gear yaw system. But the Vestas commitment to continuous improvement means that the system included within the V100-1.8 MW is even better – it features a six-gear yaw system and 110 mm yaw rim that's been subjected to induction hardening, making it more robust and reliable than ever before.

The maintenance savings associated with this improvement are boosted yet further by the partly automatic yaw lubrication system fitted as standard on the V100-1.8 MW. This partly automated greasing mechanism delivers tangible service savings and raises revenues by increasing your uptime.



Full control through service experts and our surveillance system

Surveillance, maintenance and service

Vestas provides 24/7 monitoring, performance reporting and predictive maintenance systems to improve turbine uptime, production and availability. Operating a large wind power plant today calls for highly efficient management strategies, to ensure that power production is uninterrupted and that operational and maintenance expenses are controlled. The ability to predict when your critical components are most likely to break down is essential to this effort, as it helps to avoid costly emergency repairs and unscheduled interruptions to energy production.

The Vestas Condition Monitoring System performs this predictive maintenance function, assessing the status of the V100-1.8 MW by analysing measured signals such as vibrations and temperatures (e.g. in gearbox bearings and the main bearings). For example, by measuring the vibration of the drive train, the system can detect faults at an early stage and monitor the progress of the damage. This information allows the service organisation to plan and execute the required maintenance work before the component fails, reducing repair costs and production loss.

What's more, our Active Output Management (AOM) concept provides detailed plans for service and maintenance, online monitoring, optimisation and troubleshooting, and includes a competitive insurance scheme. It is even possible to get a full availability guarantee, under which Vestas pays compensation if the turbine fails to meet the agreed availability targets.

Vestasonline® Business

Vestas wind turbines benefit from the latest Supervisory Control and Data Acquisition (SCADA) system for modern wind power plants: VestasOnline® Business.

This flexible system includes an extensive range of monitoring and management functions that allow you to control your wind power plant in the same way as a conventional power plant. VestasOnline® Business enables you to optimise production levels, monitor performance and produce detailed, tailored reports from anywhere in the world while the system's power plant controller provides active and reactive power regulation, power ramping and voltage control.



Vestas turbines include a range of additional features that give you the control you need to maximise your production and ensure a high return on your investment. Thanks to our superior operations and maintenance capabilities, we also provide a level of service unparalleled in the industry.

V100-1.8 MW

Facts and figures

POWER REGULATION pitch regulated with variable speed

OPERATING DATA

Rated power	1,800 kW (50 Hz)
	1,815 kW (60 Hz)
Cut-in wind speed	3 m/s
Rated wind speed	12 m/s
Cut-out wind speed	20 m/s
Wind class	IEC S (IEC IIIA average wind/ IEC IIA extreme wind)
Operating temperature range	standard turbine: -20 °C to 40 °C low temperature turbine: -30 °C to 40 °C

SOUND POWER

(Mode 0, 10 m above ground, hub height 80 m,
air density 1,225 kg/m³)

3 m/s	94.0 dB (A)
4 m/s	96.2 dB (A)
5 m/s	100.1 dB (A)
6 m/s	103.9 dB (A)
7 m/s	105.0 dB (A)
8 m/s	105.0 dB (A)

ROTOR

Rotor diameter	100 m
Swept area	7,850 m ²
Nominal revolutions	14.5 rpm
Operational interval	9.3 – 16.6 rpm
Air brake	full blade feathering with 3 pitch cylinders

ELECTRICAL

Frequency	50/60 Hz
Generator type	4-pole (50 Hz)/6-pole (60 Hz) doubly fed generator, slip rings

GEARBOX

Type one planetary stage and two helical stages

TOWER

Type tubular steel tower
Hub heights 80 m and 95 m

BLADE DIMENSIONS

Length 49 m
Max. chord 3.9 m

NACELLE DIMENSIONS

Height for transport 4 m
Height installed (incl. CoolerTop™) 5.4 m
Length 10.4 m
Width 3.4 m

HUB DIMENSIONS

Max. diameter 3.3 m
Max. width 4 m
Length 4.2 m

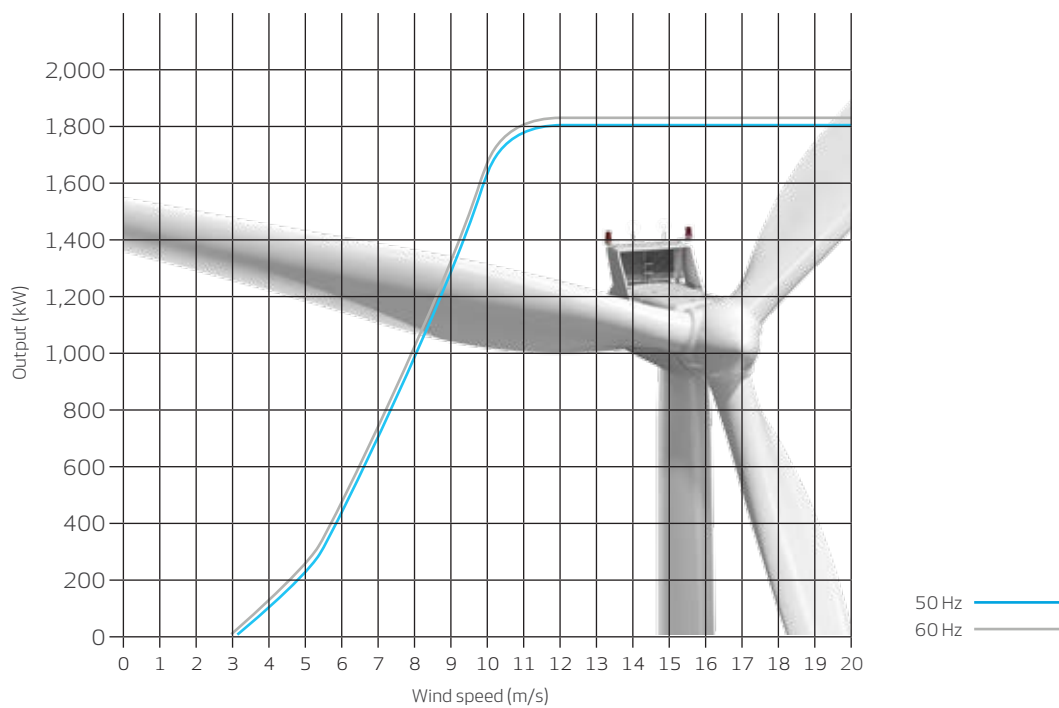
Max. weight per unit for transportation 70 metric tonnes

+20,000

committed, highly-trained employees around the globe are always ready to help in any aspect of wind power production.

POWER CURVE FOR V100-1.8 MW

Noise reduced sound power modes are available



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vestas@vestas.com
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VCS turbines are not available in the USA or Canada.

SETBACK EASEMENT

THIS EASEMENT is made by **Tree Top Manufacturing, Inc.**, a Maine corporation (“Grantor”), the owner of a certain lot or parcel of land situated in the Town of Eastbrook, Hancock County, Maine more particularly described in the Deed from Sugar Hill Independent Trail System, LLC dated July 17, 2009 and recorded at the Hancock County Registry of Deeds in Book 5257, Page 179 (hereinafter referred to as the “Servient Land”), generally depicted in hatching on the attached EXHIBIT A.

WHEREAS, **Blue Sky East, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (“Grantee”), plans to construct and operate a wind power project, including wind turbine generators and towers and related equipment, facilities, infrastructure and substructures, which may be built in one or more phases (hereinafter referred to as the “Wind Power Project”), on lands near the Servient Land, including (without limitation) the lands located in Township 16 MD BPP, Hancock County, Maine described on the attached EXHIBIT B; and

WHEREAS, the Wind Power Project may include a turbine, tower, or other improvements located a distance from the boundary of the Servient Land that is less than the Maine Department of Environmental Protection recommended setback of 1.5 times the turbine height (the “Safety Setback”), and/or the Maine Land Use Regulation Commission dimensional requirements set forth in Chapter 10 of the Commission’s Rules and Standards (the “LURC Requirements”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, with Quitclaim Covenant, an assignable easement to Grantee for the non-possessory right to have one or more wind turbines, towers, or other improvements included in the Wind Power Project located closer to the easterly boundary of the Servient Land than the Safety Setback, and/or the LURC Requirements; provided, however, that in no event shall the Impact Area (as hereinafter defined) exceed 2.0 acres. This grant is subject to existing easements of record, as well as to the rights of others under any existing but unrecorded easements that may have been created by use of existing pathways, trails, or roadways.

As used herein, the “Impact Area” shall mean the total area of the Servient Land falling within the Safety Setback as measured from the center of the foundation of any wind turbine actually constructed for the Wind Power Project upon lands located in Township 16 MD BPP, Hancock County, Maine. EXHIBIT A attached hereto shows an estimated Impact Area of approximately 0.9 acres (based on an estimated Safety Setback of 715 feet) for illustrative purposes only; however, the parties agree that the actual Impact Area for purposes of this Easement shall be measured only from the center of the foundation of any wind turbine actually constructed for the Wind Power Project upon lands located in Township 16 MD BPP, using the Safety Setback based on the actual turbine height.

Within sixty (60) days after completion of construction of any such wind turbine with a defined Impact Area, Grantee shall deliver to Grantor, and also record with the Hancock County

Registry of Deeds, a written notice defining the Impact Area by survey description (a “Notice of Active Setback Easement”).

Grantor further agrees not to establish any public use areas, including but not limited to parking areas, snowmobile or ATV trails, or other similar uses intended for access and use by the public, within the Impact Area. The foregoing limitation shall not prevent hunting activities within the Impact Area, nor shall Grantor be required to post the Servient Land or otherwise take affirmative steps to prevent transient public access to the Servient Land, including the Impact Area. Prior to delivery by Grantee of any Notice of Active Setback Easement, the foregoing limitation shall apply to the estimated Impact Area shown on EXHIBIT A; after delivery by Grantee of any Notice of Active Setback Easement, the foregoing limitation shall apply to the Impact Area of the last recorded Notice of Active Setback Easement.

Grantor intentions for grant of this Easement are contained only within the terms and conditions specifically addressed herein. All rights not granted in this Easement are retained and reserved by Grantor and Grantor’s successors and assigns, including, but in no way limited to, the full, free and unobstructed timber-harvesting operations or other commercial or non-commercial activity on all parts of the Servient Land, subject only to the specific non-possessory easement rights granted herein.

Grantee shall indemnify and hold Grantor harmless for any and all claims, demands, expenses, judgments and awards against, incurred by or imposed upon the Grantor arising in connection with the Grantee’s exercise or non-exercise of its right and duties under this grant, including, but not limited to, any use of this Easement by Grantee, Grantee’s employees, agents, lessees, independent contractors, successors or assigns, including reasonable attorneys’ fees in the event the Grantor is made a party to any legal action involving this Easement, unless the foregoing shall arise from improper acts of the Grantor or non-exercise of its duties hereunder. Included within this paragraph, Grantee shall indemnify and hold Grantor harmless from any and all legal actions, claims, demands, expenses, judgments and awards against, incurred by or imposed upon the Grantor under any environmental law and rules and regulations promulgated thereunder as a result of acts performed by or for the Grantee under this grant of Easement, unless the foregoing shall arise from improper acts of the Grantor or non-exercise of its duties hereunder.

This Easement shall extend to, be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The burden of the easement hereby granted (including rights and duties set forth herein) shall run with the Servient Land and shall pass automatically to successor owners of the Servient Land. The benefit of the easement hereby granted (including rights and duties set forth herein) is not appurtenant to any particular property, but shall be transferable, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantee that own or operate the Wind Power Project, as it may be modified, divided or expanded.

This Easement shall expire in the event that Grantee, its successors or assigns, shall no longer hold any fee, leasehold, or other property interest or license sufficient to construct or

operate a Wind Power Project in Township 16 MD BPP, Hancock County, Maine. In such event, Grantee shall execute and deliver to Grantor a release deed terminating this Easement.

The benefit of the Easement hereby granted may be enforced by Grantee, its successors and assigns, by any appropriate legal or equitable remedy. In the event that Grantee, its successors or assigns, shall bring an action against Grantor, its successors or assigns, by reason of a breach or violation of this Easement by Grantor or its successors and assigns, to enforce its rights hereunder, the substantially prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and court costs incurred in such action from the substantially non-prevailing party.

If Grantee violates the terms or conditions of this Easement, Grantor shall be entitled to any remedy available under applicable law or equity, provided, however that no such violation by Grantee shall result in a termination of the easements or rights granted by this Easement prior to expiration as set forth above. The easement rights granted herein shall not be terminable by Grantor under any circumstances.

Hancock County, Maine, shall be the appropriate jurisdiction for any adjudication regarding this Easement.

Each party agrees that they shall execute such additional documents or instruments as are necessary and appropriate to effectuate the intent of this Easement as expressed by the terms herein, including but not limited to, executing and delivering such additional documents as may be reasonably required by any lenders or assignees or either party, or (with respect to the Safety Setback or the LURC Requirements) by the Maine Department of Environmental Protection and/or the Maine Land Use Regulation Commission.

[Intentional end of page. Signature and acknowledgment follow.]

IN WITNESS WHEREOF, Tree Top Manufacturing, Inc. has caused this Easement to be executed under seal by a duly authorized officer this 10th day of December, 2010.

In the presence of:

TREE TOP MANUFACTURING, INC.

By: *Duane H Jordan*
Print: Duane H Jordan
Its: Pres.

STATE OF Maine
COUNTY OF Hancock

December 10, 2010

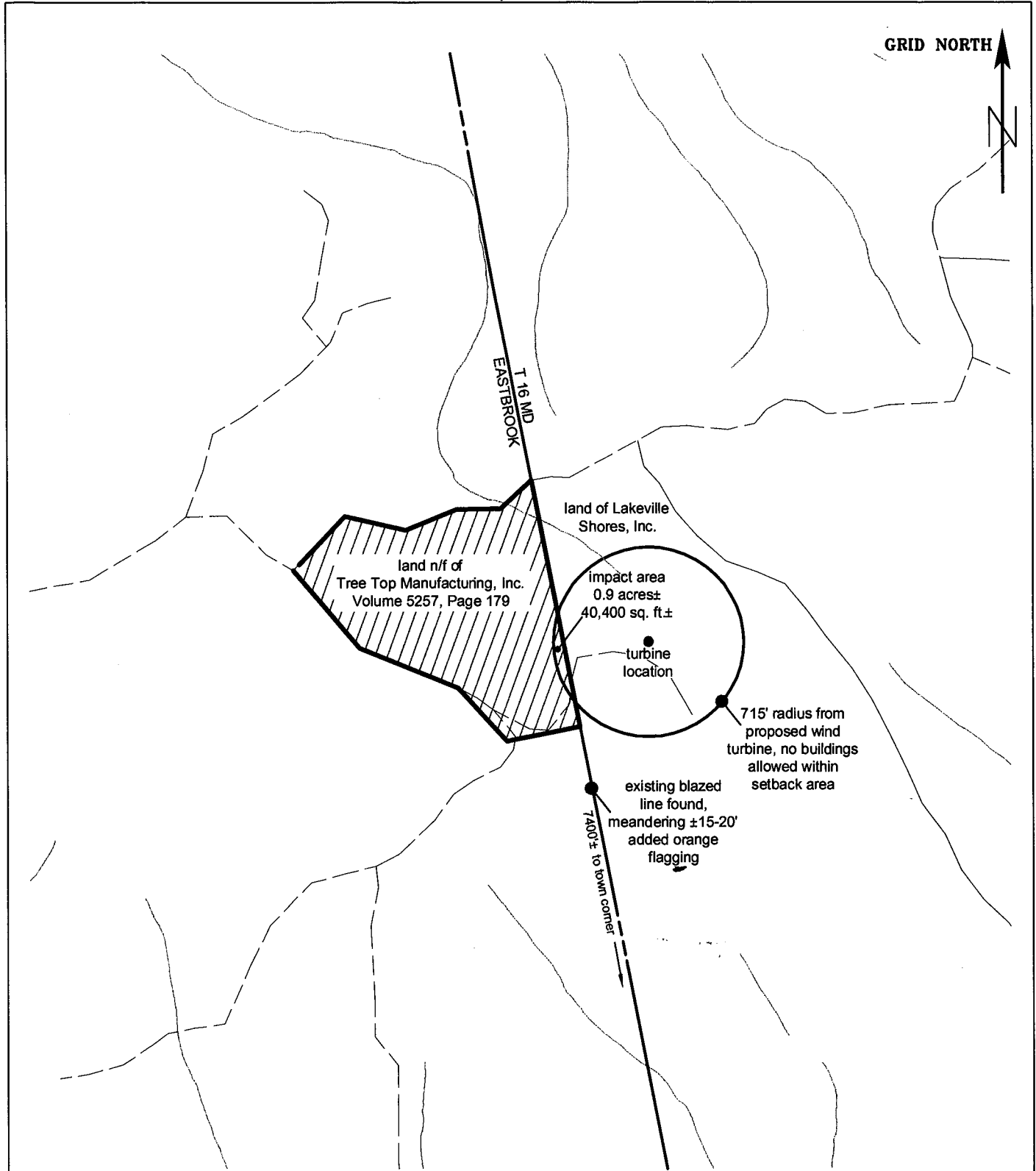
Personally appeared the above-named Duane H. Jordan,
President of Tree Top Manufacturing, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

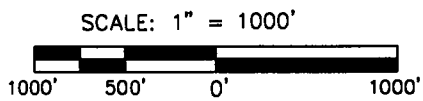
Dale Worthen
Notary Public Attorney-at-law #139
Print: DALE L. WORTHEN
My commission expires: -

EXHIBIT A

GRID NORTH



Tree Top Manufacturing, Inc.
Exhibit A
Eastbrook
Hancock County, Maine
1"=1000'



MAPLEGEND

 Tree Top Manufacturing, Inc.
(leased premises)

Date: November 4, 2010
Project No.10039

boundaries depicted on this sketch are approximate

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT B
Proposed Wind Power Project Lands

NOTE: THE FOLLOWING IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF LANDS COMPOSING THE PROPOSED WIND POWER PROJECT, AND GRANTOR ACKNOWLEDGES THAT THE BENEFIT OF THE EASEMENT AND RIGHTS HEREBY GRANTED SHALL APPLY TO THE WIND POWER PROJECT AS IT MAY BE CONSTRUCTED OR EXPANDED UPON LANDS NOT IDENTIFIED BELOW.

TOWNSHIP 16 MD BPP, HANCOCK COUNTY, MAINE –
LANDS OF LAKEVILLE SHORES, INC.: A certain lot or parcel of land more particularly described in the Memorandum of Lease dated November 17, 2010 and recorded at the Hancock County Registry of Deeds in Book 5523, Page 201.

TERMINATION OF LEASE

THIS TERMINATION OF LEASE (the "Termination Agreement") is made as of this ____ day of _____, 2011, by and between LAKEVILLE SHORES, INC., a Maine corporation with a principal place of business at P.O. Box 99, Winn, Maine (hereinafter "Lessor"), and MARK A. DESROSIERS, an individual with a mailing address of 81 Lori Drive, Plainfield, CT 06374 (hereinafter "Lessee"), WHO AGREE as follows:

1. RECITALS. This Termination Agreement is made with reference to the following facts and objectives:
 - a. Five Islands Land Company, as lessor, and Lessee entered into a certain Lease Agreement dated May 1, 2007 (the "Lease") for a certain camp lot known as "Lookout" or "State Camp" near Sugar Hill in Township 16 MD BPP, Hancock County, Maine (the "Leased Premises");
 - b. Lessor is the successor to Five Islands Land Company's interest in the Lease; and
 - c. Lessor and Lessee desire to terminate the Lease and their respective obligations thereunder.
2. TERMINATION OF LEASE. The Lease shall unconditionally terminate and expire at midnight on April 30, 2011 (the "Termination Date"). Lessee covenants and agrees that it shall, no later than Termination Date, vacate and surrender the Premises to Lessor, with all of its personal property removed. Any personal property remaining at the Leased Premises after the Termination Date may be disposed of by Lessor. Neither party shall have any further obligation to the other party under the Lease as of the Termination Date.
3. WARRANTIES. Each of Lessor and Lessee hereby represents and warrants to the other that, on the date of execution of this Termination Agreement and on the Termination Date, the following are true and correct:
 - (a) that its interest in the Lease has not been assigned or transferred, and that all bills for work or materials performed or furnished by or under it with respect to the Premises have been paid in full;
 - (b) that it is not the subject of any threatened or pending bankruptcy proceeding under 11 U.S.C. ' 1 et seq., or any insolvency, receivership, trusteeship or similar proceeding; and
 - (c) that it has the legal power and authority to execute this Termination Agreement and to fully and effectively terminate the Lease as of the Termination Date, that the execution and delivery by it of, and the performance of all its obligations under this Termination Agreement, are duly authorized and do not and will not require any consent or approval of any party and do not and will not result in a breach of, or constitute a default under, any indenture, loan, credit agreement, mortgage, or other agreement to which it is a party or by reason of which it may be bound, that the individual signing below on its behalf has the power and authority to execute this Termination Agreement on its behalf, and that this Termination Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

4. MISCELLANEOUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns; provided, however, that Lessee shall not have the right to assign this Agreement or its interest in the Lease during the period this Agreement is in effect. If either party shall bring an action against the other for breach of this Agreement, the substantially prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the nonprevailing party. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of the day and year first above written.

WITNESS

LAKEVILLE SHORES, INC.

Tim Ruddy

By: *Ginger E Maxwell*
Print: *Ginger E Maxwell*
Its: *Treas*

WITNESS:

Mark A. Desrosiers

TERMINATION OF LEASE

THIS TERMINATION OF LEASE (the "Termination Agreement") is made as of this ____ day of _____, 2011, by and between LAKEVILLE SHORES, INC., a Maine corporation with a principal place of business at P.O. Box 99, Winn, Maine (hereinafter "Lessor"), and JAMES A. WATSON, an individual with a mailing address of P.O. Box 145, Gouldsboro, Maine 04607 (hereinafter "Lessee"), WHO AGREE as follows:

1. RECITALS. This Termination Agreement is made with reference to the following facts and objectives:
 - a. Five Islands Land Company, as lessor, and Lessee entered into a certain Lease Agreement dated May 1, 2007 (the "Lease") for a certain camp lot known as Site #1E, Project 345, on the east side of Heifer Hill in Township 16 MD BPP, Hancock County, Maine (the "Leased Premises");
 - b. Lessor is the successor to Five Islands Land Company's interest in the Lease; and
 - c. Lessor and Lessee desire to terminate the Lease and their respective obligations thereunder.
2. TERMINATION OF LEASE. The Lease shall unconditionally terminate and expire at midnight on April 30, 2011 (the "Termination Date"). Lessee covenants and agrees that it shall, no later than Termination Date, vacate and surrender the Premises to Lessor, with all of its personal property removed. Any property remaining at the Leased Premises after the Termination Date (including the hunting camp) may be disposed of by Lessor. Neither party shall have any further obligation to the other party under the Lease as of the Termination Date.
3. WARRANTIES. Each of Lessor and Lessee hereby represents and warrants to the other that, on the date of execution of this Termination Agreement and on the Termination Date, the following are true and correct:
 - (a) that its interest in the Lease has not been assigned or transferred, and that all bills for work or materials performed or furnished by or under it with respect to the Premises have been paid in full;
 - (b) that it is not the subject of any threatened or pending bankruptcy proceeding under 11 U.S.C. § 1 et seq., or any insolvency, receivership, trusteeship or similar proceeding; and
 - (c) that it has the legal power and authority to execute this Termination Agreement and to fully and effectively terminate the Lease as of the Termination Date, that the execution and delivery by it of, and the performance of all its obligations under this Termination Agreement, are duly authorized and do not and will not require any consent or approval of any party and do not and will not result in a breach of, or constitute a default under, any indenture, loan, credit agreement, mortgage, or other agreement to which it is a party or by reason of which it may be bound, that the individual signing below on its behalf has the power and authority to execute this Termination Agreement on its behalf, and that this Termination Agreement constitutes its legal, valid and binding obligation enforceable

in accordance with its terms.

4. MISCELLANEOUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns; provided, however, that Lessee shall not have right to assign this Agreement or its interest in the Lease during the period this Agreement is in effect. If either party shall bring an action against the other for breach of this Agreement, the substantially prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the nonprevailing party. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of the day and year first above written.

WITNESS

LAKEVILLE SHORES, INC.

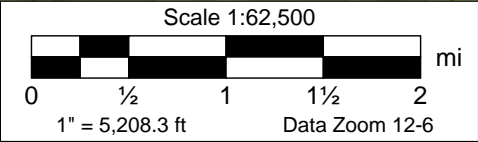
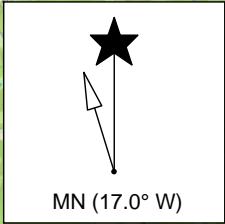
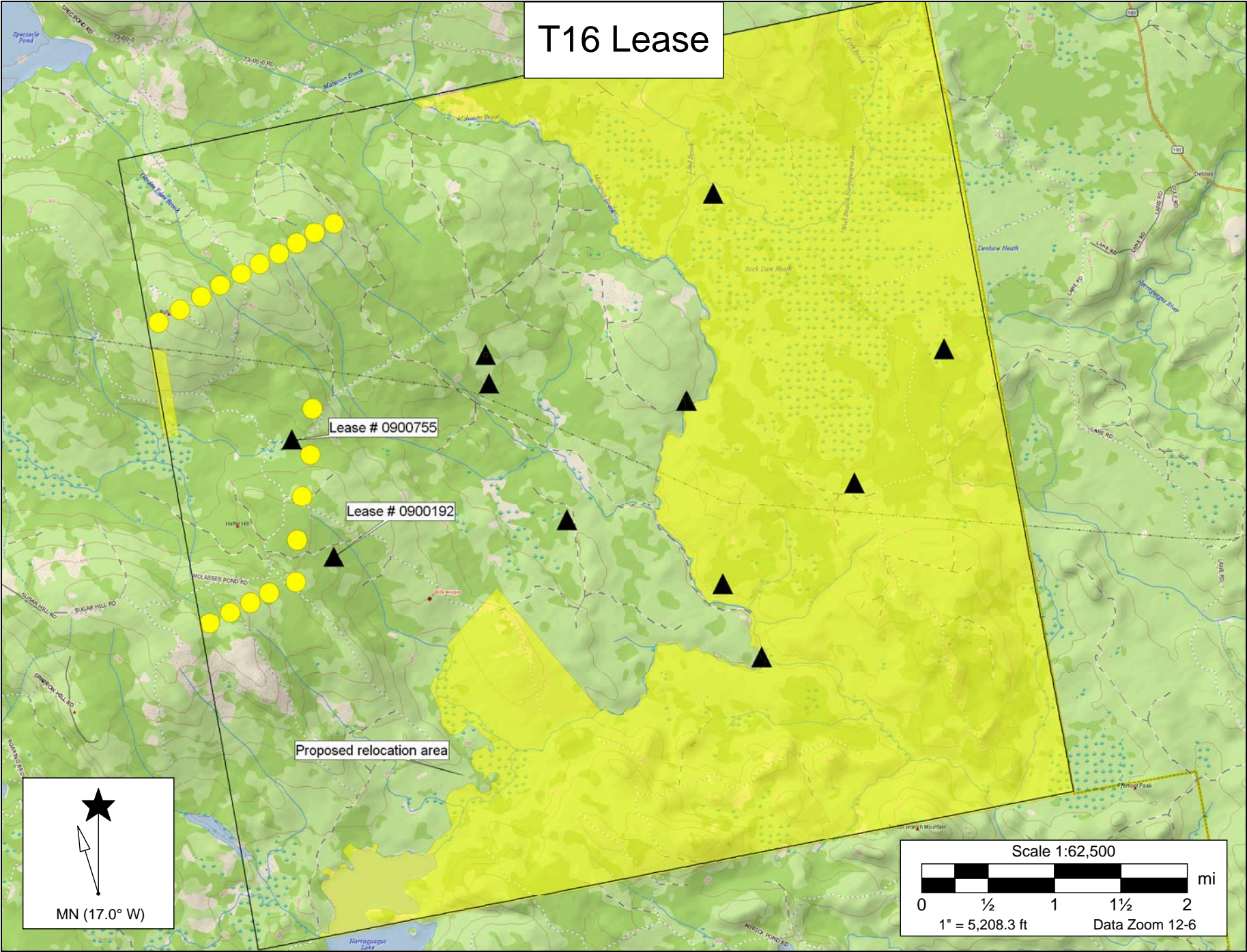


By: *Ginger Maxwell*
Print: *Ginger Maxwell*
Its: *P.L.A.S.*

WITNESS:

JAMES A. WATSON

T16 Lease



NOTICE OF FILING OF DEVELOPMENT PERMIT APPLICATION

This is to notify you that Blue Sky East, LLC, c/o/ First Wind 179 Lincoln Street, Suite 500, Boston MA 02111, intends to file a Grid Scale Wind Energy Development Permit Application with the Maine Land Use Regulation Commission (“the Commission”) pursuant to the provisions of 35-A M.R.S., § 3451 et seq. and 12 M.R.S., § 685-B to build a wind power project in T16 MD, Hancock County, Maine. This area is LURC zoned as General Management Subdistrict (M-GN), with areas of Wetland Protection Subdistrict (P-WL) and Shoreland Protection Subdistrict (P-SL).

Blue Sky East, LLC is seeking development permit approval from the Commission for 19 Vestas wind turbines with a potential output of 1.8 megawatts (MW) per turbine, and a combined potential output of 34 MW. The turbines will be located on Bull Hill and Heifer Hill in T16 MD. The project would also include: access to the turbines utilizing new and existing roads; 34.5 kilovolt (kV) underground collector lines connecting the turbines; a new substation; an operations and maintenance building; and up to four permanent meteorological towers. Power from the project would connect directly from the new substation to an existing 115kV transmission line.

The Grid Scale Wind Energy Development Permit Application will be submitted to the LURC Commission’s office in Augusta (Maine Department of Conservation, 18 Elkins Lane, Harlow Building, 4th floor) on or about January 28, 2011, and will be available for public inspection by appointment (See LURC contact information below).

Notice will also be provided when the application is deemed complete for processing. Copies of the complete application will then also be made available at the Hancock County Commissioners Office at 50 State Street, Ellsworth, the Land Use Regulation Commission Regional Office at 106 Hogan Road, Suite 7, Bangor, and the Eastbrook Town Office at 959 Eastbrook Road, Eastbrook,. The Notice of the Complete Application will also include details and the timeframe for requesting a public hearing, requesting intervention, and for submitting comments on the application.

Please contact David Fowler of Blue Sky East, LLC at (207)-653-2466 or dfowler@firstwind.com with any questions regarding the project application.

Comments and questions can also be directed to the Maine Land Use Regulation Commission Planning Staff Project Manger, Donald Murphy, by calling (207) 287-2619 or e-mail donald.murphy@maine.gov. The LURC Augusta main office phone number is (207) 287-2631. LURC’s website address is: <http://www.maine.gov/doc/lurc>

Recipients of Notice of Intent to File

Russell
P.O. Box 94
Hulls Cove, ME 04644-0094

John Fernandez
Linda Fernandez
P.O. Box 48
Bernard, ME 04612

Brendan J. Kearns
RR #3 Box 3299-D
Saylorsburg, NY 18353

Kathleen Donohoe
963 Sugar Hill Road
Eastbrook, ME 04634

Steven Smith
22 Walls Street
Otter Creek, ME 04660

Erin McDevitt
951 Sugar Hill Road
Eastbrook, ME 04634

Virginia Wilbur
12 Dyer Lane
Eastbrook, ME 04634

G&K Molatch
878 Sugar Hill Road
Eastbrook, ME 04634

William French Heirs
c/o Kevin French
925 Oronoke Road, Appt. 4113
Waterbury, CT 06708

M&C Bullard
212 Pioneer Farm Way
Ellsworth, ME 04605

Peter Pugliese
Domenica Pugliese
P.O. Box 481
Cutchoque, NY 11935-0481

WGJ Maine Properties LLC
Attn: Pat Gross
1701 Pennsylvania Avenue, NW
Suite 300
Washington, DC 20006

Duane Jordan
Tree Top Manufacturing Inc.
382 Cave Hill Road
Waltham, ME 04605

Kennebec West Forest LLC
c/o AFM 40 Champion Lane
Milford, ME 04461

Lakeville Shores, Inc.
P.O. Box 96
Winn, ME 04495

Phillip R. French
1232 Bayside Road
Apartment 1
Tenton, ME 04605

Scott Alan Bunker et al.
1745 Bottlebrush Circle
Roseville, CA 95747

James A. Watson
PO Box 145
Gouldsboro ME04607

Mark A. Desrosiers
81 Cori Drive
Plainfield, CT 06374-2208

Lawrence Scott
Box 176
Franklin, ME 04634

Jeffrey L. Vose,
PO Box 203
Harrington, ME 04643

Clair B. Whitten
Box 36
Winter Harbor, ME 04693

Albert R. Desjardins
3 McLaughlin Terrace
Randolph ME 04346

Stanley C. Kosinski
55 Doggett Road
Westport island, ME 04578-3224

David Preble
171 Eastside Road
Hancock ME 04640

Sewall Stevenson
PO Box 103
Columbia Falls, ME 04623

Garvin Desjardins
16416 US North Lot 119
Clearwater, FL 33764

C. Frank Short
307 Clark Street
Prospect, ME 04981

Bangor Daily News, Wednesday, January 26, 2011, D5

NOTICE OF AGENCY RULEMAKING PROPOSAL

Public Input for Proposed and Adopted Rules

Notices are published each Wednesday to alert the public regarding state agency rule-making. You may obtain a copy of any rule by notifying the agency contact person. You may also comment on the rule, and/or attend the public hearing. If no hearing is scheduled, you may request one -- the agency may then schedule a hearing, and must do so if 5 or more persons request it. If you are disabled or need special services to attend a hearing, please notify the agency contact person at least 7 days prior to it. Petitions: you can petition an agency to adopt, amend, or repeal any rule; the agency must provide you with petition forms, and must respond to your petition within 60 days. The agency must enter rule-making if the petition is signed by 150 or more registered voters, and may begin rule-making if there are fewer.

You can also petition the Legislature to

Wind Energy Projects: Public Law 2009, Ch. 615, requires that the Land Use Regulation Commission amend its rules to list offshore wind power projects and community-based offshore wind energy projects as uses requiring a permit in all subdistricts. The legislation also amends the review criteria that apply to community-based offshore wind energy projects. The proposed wind project rules incorporate the amendments to subdistrict use listings and the review criteria.

Proposed Rule Changes for Land Use Activities in Flood Prone Areas: The proposed changes for activities in flood prone areas revise many sections of Ch. 10. The amendments will make the rules more consistent with the Federal Emergency Management Agency's National Flood Insurance Program requirements. IMPACT ON MUNICIPALITIES OR COUNTIES: None

A copy of the above proposed rule

PUBLIC HEARING: NOT Applicable COMMENT DEADLINE: Extended to April 28, 2011

BRIEF SUMMARY: The original comment deadline for this rulemaking proceeding was January 18, 2011. On January 10, 2011, Governor LePage promulgated Executive Order 09 FY 11/12 ("EO 9"). For rulemaking proceedings that were pending as of January 10, 2011, EO 9 requires an agency to extend the comment period for at least 90 days if there is time to do so under 5 MRSA §8052(7). Pursuant to EO 9 and 5 MRSA §8052(7), the comment deadline for the proposed rule is hereby extended by 100 days to April 28, 2011.

IMPACT ON MUNICIPALITIES OR COUNTIES: None

AGENCY: 01-001 - Department of Agriculture, Food & Rural Resources

RULE TITLE OR SUBJECT: Ch. 81, Maine Milk Pool Cost of Administration PROPOSED RULE NUMBER: 2010-P330 (comment deadline extended)

CONCISE SUMMARY: The principal reason for this rule-making is to amend the cost of administering the Maine Milk Pool rate.

THIS RULE WILL NOT HAVE A FISCAL IMPACT ON MUNICIPALITIES.

PUBLIC HEARING: Was held on January 6, 2011, Thursday, starting at 9:00 a.m., Room 227, Department of Agriculture, Food & Rural Resources, Deering Building, Hospital Street, Augusta, Maine DEADLINE FOR COMMENTS: Extended to April 21, 2011

AGENCY CONTACT PERSON: Tim Drake, Maine Milk Commission, 28 State House Station, Augusta Maine 04333. Telephone: (207) 287-7521. E-mail: HYPERLINK "mailto:Tim.Drake@Maine.gov" Tim.Drake@Maine.gov

Legal Notices

NOTICE OF PUBLIC FORECLOSURE SALE

Pursuant to 14 M.R.S.A. §6323 of and in execution of a Judgment of Order of Sale entered on August 11, 2010, in the County Superior Court, Civil Action No. 10-72, in an action brought by Midfirst Bank against Troy M. Casa and Tiffany D. May, the foreclosure of a mortgage dated May 1, 2007, recorded in the Penobscot County Registry of Deeds, Book 10425, Page 178, the statutory ninety (90) day period having elapsed without notice is hereby given that there will be sold at 3:00 p.m. on March 3, 2011, at the law office of E. Stearns, Esquire, AINSWORTH, THELONIOUS, Seven Ocean Street, South Portland, ME 04264, all and singular the premises described in the mortgage and being a certain lot of land together with, situated in the City of Bangor, Penobscot, and State of Maine, described in the mortgage, which may have been subject to other mortgages, and being all and singular the premises described in said mortgage, to wit: 149 Village Road, Station, Maine. For a more particular description please refer to the Mortgage Deed. Terms of Sale: All interested bidders must deposit Five Thousand Dollars (\$5,000.00) in cash or certified funds payable to the order of the auctioneer.

TERMS OF SALE:

The property shall be sold to the highest bidder at 3:00 p.m. on March 3, 2011, at the law office of E. Stearns, Esquire, AINSWORTH, THELONIOUS, Seven Ocean Street, South Portland, ME 04264, all and singular the premises described in the mortgage and being a certain lot of land together with, situated in the City of Bangor, Penobscot, and State of Maine, described in the mortgage, which may have been subject to other mortgages, and being all and singular the premises described in said mortgage, to wit: 149 Village Road, Station, Maine. For a more particular description please refer to the Mortgage Deed. Terms of Sale: All interested bidders must deposit Five Thousand Dollars (\$5,000.00) in cash or certified funds payable to the order of the auctioneer.

Legal Notices

NOTICE OF PUBLIC SALE

Pursuant to the Order of Judgment of Foreclosure and Sale entered in Superior Court on July 19, 2010, Docket Number RE-2010-37, located in Bangor, ME, in an action brought by GMAC Mortgage, LLC ("GMAC") against Charlene M. Richards (1/a Charlene M. Fettingler, Defendant, et al. for the foreclosure of the Mortgage recorded in the Penobscot County Registry of Deeds in Book 11098, Page 46, the statutory ninety-day period having elapsed without redemption, notice is hereby given that a public sale of the property described in the said mortgage will be conducted by GMAC on Thursday, February 24, 2011 at 10:30 am, at the offices of Drummond & Drummond, LLP, One Monument Way, Portland, Maine, and being all and singular the premises described in said mortgage, to wit: 149 Village Road, Station, Maine. For a more particular description please refer to the Mortgage Deed. Terms of Sale: All interested bidders must deposit Five Thousand Dollars (\$5,000.00) in cash or certified funds payable to the order of the auctioneer.

will conduct the auction. Dated: January 10, 2011 Jan. 18, 26, Feb. 2, 2011

Legal Notices

NOTICE OF FILING OF DEVELOPMENT PERMIT APPLICATION

This is to notify you that Blue Sky East, LLC, c/a First Wind 179 Lincoln Street, Suite 500, Boston MA 02111, intends to file a Grid Scale Wind Energy Development Permit Application with the Maine Land Use Regulation Commission ("the Commission") pursuant to the provisions of 35-A M.R.S., § 3451 et seq. and 12 M.R.S., § 885-B to build a wind power project in T16 MD, Hancock County, Maine. This area is LURC zoned as General Management Subdistrict (M-GN), with areas of Wetland Protection Subdistrict (P-WL) and Shoreland Protection Subdistrict (P-SL).

Blue Sky East, LLC is seeking development permit approval from the Commission for 19 Vestas wind turbines with a potential output of 1.8 megawatts (MW) per turbine, and a combined potential output of 34 MW. The turbines will be located on Bull Hill and Halter Hill in T16 MD. The project would also include: access to the turbines utilizing new and existing roads; 34.5 kilovolt (kV) underground collector lines connecting the turbines; a new substation; an operations and maintenance building; and up to four permanent meteorological towers. Power from the project would connect directly from the new substation to an existing 115kV transmission line.

The Grid Scale Wind Energy Development Permit Application will be submitted to the LURC Commission's office in Augusta (Maine Department of Conservation, 18 Elkins Lane, Harlow Building, 4th floor) on or about January 28, 2011, and will be available for public inspection by appointment (See LURC contact information below).

Notice will also be provided when the application is deemed complete for processing. Copies of the complete application will then also be made available at the Hancock County Commissioners Office at 50 State Street, Ellsworth, the Land Use Regulation Commission Regional Office at 106 Hogan Road, Suite 7, Bangor, and the Eastbrook Town Office at 959 Eastbrook Road, Eastbrook. The Notice of the Complete Application will also include details and the timeframe for requesting a public hearing, requesting intervention, and for submitting comments on the application.

Please contact David Fowler of Blue Sky East, LLC at (207)-653-2488 or dfowler@firstwind.com with any questions regarding the project application.

Comments and questions can also be directed to the Maine Land Use Regulation Commission Planning Staff Project Manager, Donald Murphy, by calling (207) 287-2619 or e-mail donald.murphy@maine.gov. The LURC Augusta main office phone number is (207) 287-2631. LURC's website address is: http://www.maine.gov/dac/lurc

Jan. 26, 2011

Ante Unfurnished 610 Ante Unfurnished 610

More Public Notices on Page 9

NOTICE OF PUBLIC SALE Pursuant to the Order of Foreclosure and Sale entered in District Court on October 22, 2010...

STATE OF MAINE DISTRICT COURT Location: Ellsworth, Maine Docket No. DC-FM-2010-0038 Craig R. Holt, Jr. Plaintiff vs. Harold MacQuinn, Jr. Defendant...

NOTICE OF PUBLIC SALE Pursuant to the Order of Foreclosure and Sale entered in District Court on February 10, 2010...

NOTICE OF PUBLIC SALE NOTICE is hereby given that in accordance with the Judgment of Foreclosure and Sale entered on October 19, 2010...

PUBLIC NOTICE AND AGENDA FOR FEBRUARY 2, 2011 The regular meeting of the Ellsworth Planning Board will be held on Thursday, February 2, 2011 at 7:00 p.m.

NOTICE OF PUBLIC HEARING A public hearing has been scheduled on proposed amendments to the "Zoning Ordinance for the Town of Franklin, Maine."

STATE OF MAINE SUPERIOR COURT DEAN J. HARRIS, JUDGE Docket No. RE-2010-0306 Plaintiff vs. Defendant...

NOTICE OF MORTGAGE'S SALE OF REAL ESTATE The Mortgage is recorded at the Hancock County Registry of Deeds Book 529, Page 154...

NOTICE OF PUBLIC SALE NOTICE is hereby given that in accordance with the Judgment of Foreclosure and Sale entered on October 19, 2010...

PUBLIC NOTICE AND AGENDA FOR FEBRUARY 2, 2011 The regular meeting of the Ellsworth Planning Board will be held on Thursday, February 2, 2011 at 7:00 p.m.

NOTICE OF FILING OF DEVELOPMENT PERMIT APPLICATION This is to certify that Blue Sky East, LLC, c/o First Wind, 19 Lincoln Street, Suite 500, Bangor, MA 02011...

STATE OF MAINE PROBATE COURT DEAN J. HARRIS, JUDGE Docket No. RE-2010-0306 Plaintiff vs. Defendant...

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Jobs, careers, work wanted, services offered... Find a man: The Classifieds

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PUBLIC NOTICE AND AGENDA FOR FEBRUARY 2, 2011 The regular meeting of the Ellsworth Planning Board will be held on Thursday, February 2, 2011 at 7:00 p.m.



Come **learn more** about the benefits of wind power, First Wind, and the opportunities for **Bull Hill Wind project in T16 MD.**

First Wind will be hosting an informational open house **on November 9.**

Join us!


firstwind[®]
CLEAN ENERGY. MADE HERE.[®]

First Wind Informational Open House

When: **Tuesday November 9, 2010**

Time: **6:00 p.m. to 8:00 p.m.**

Where: **Eastbrook Town Office**

PRINT THIS · CLOSE WINDOW

ENERGY

First Wind considering new town to get farm project off the ground

8/31/10 10:58 pm Updated: 9/1/10 10:49 am

By Bill Trotter
BDN Staff

EASTBROOK, Maine — As town officials work on language for an ordinance that would regulate how wind farms can be built and operated, First Wind is considering heading east to Township 16 to get its proposed project under way.

David Fowler, senior land manager for First Wind, said Monday that the company hopes to have enough turbines eventually in Eastbrook and neighboring Township 16 for an 80-megawatt capacity wind farm. The turbines would be located on Little Bull Hill in Eastbrook and on Bull and Heifer hills in Township 16.

But First Wind might decide to pursue the first phase of the project only in Township 16, Fowler said. There appears to be a 32-megawatt capacity limit on the Bangor Hydro-Electric Co. line that runs through northern Eastbrook, he said, which means First Wind could develop only that much of the project initially. The company would have to upgrade the capacity of the power line between Township 16 and Otis before it could start generating more than 32 megawatts at the Little Bull Hill site, he said.

Fowler said First Wind hopes to submit sometime this fall permit applications to the state Land Use Regulatory Commission, which regulates development in Maine's Unorganized Territory.

"Before the snow flies, we hope to have something [turned in to LURC]," Fowler said.

How many turbines might be erected on the three hills is still unknown, according to Fowler, because it depends on what size turbine the company decides to use. If it uses 3-megawatt turbines, that would result in about 25 turbines being erected to achieve an overall capacity of about 80 megawatts at the site. If the firm erects 1.5-megawatt turbines, there could be roughly twice as many.

In Eastbrook, First Wind representatives have been attending meetings held by the town's comprehensive plan committee to develop an ordinance that would regulate the local development and operation of wind farms. Fowler said the company has been there to observe the proceedings and to gauge the local level of support for wind power development.

"Certainly, it seems they do [generally support First Wind's plans]," Fowler said.

Last week, the committee voted on a draft version of the ordinance, narrowly giving the document its approval by a split 5-4 tally.

Chuck Yeo, chairman of the committee, said Tuesday that members of the committee appeared to agree there should be a minimum setback of 1 mile between any turbine and nearby residence. Members disagreed, however, over whether that setback requirement should apply to a residential structure or to a residential property line, he said.

Yeo said there seems to be confusion about which scenario committee members voted on last week. He said the committee is expected to revisit and, it is hoped, clarify the issue at its next scheduled meeting at 6:30 p.m. Wednesday, Sept. 8.

“Some people are still confused,” Yeo said. “That’s got to be clarified.”

If the committee takes its final vote on the proposed ordinance at the Sept. 8 meeting, Yeo said, the next step would be to schedule a special town meeting so voters could consider adopting it. No date for any such special town meeting has been set, he said.

PRINT THIS · CLOSE WINDOW

ENERGY

Firm testing wind energy near Eastbrook

9/24/09 11:30 pm Updated: 9/24/09 11:34 pm

By **Bill Trotter**

BDN Staff



EASTBROOK, Maine — Among the mountains of Maine and offshore sites in the Gulf of Maine, there are many places where wind energy companies are thinking about erecting turbines to generate electricity for the region.

But one site in Hancock County is neither far inland nor out to sea, where wind resources are said to be the strongest but more difficult to harness. Bull Hill, which straddles the boundary between Township 16 and Eastbrook, is less than 20 miles away from Frenchman Bay as the crow flies.

Dwayne Jordan, a logging contractor from neighboring Waltham, said Thursday evening that he owns 10,000 acres in Eastbrook, Osborn and Waltham that are under contract to First Wind LLC for testing. First Wind, a Newton, Mass.-based firm that operates wind farms on Stetson Mountain in Washington County and in Mars Hill, has a temporary meteorological testing tower on land he owns next to Bull Hill, he said.

Jordan said the tower has been there for about a year and though he does not know what the overall test results indicate, the reports he has heard are promising.

If the firm decides to erect a wind farm on his land, Jordan said, it would not use all the land being leased for testing. First Wind most likely would lease a few hundred acres and the rest would revert back to his control.

“Right now, the lands are being tested for a wind farm,” Jordan said.

Marcia Spencer-Famous, senior planner with the state Land Use Regulation Commission, said Thursday that Blue Sky East LLC, a wholly-owned subsidiary of First Wind LLC, has applied to LURC to erect two temporary meteorological testing towers on Bull Hill in neighboring Township 16. The flagpolelike towers each would be 197 feet tall and 8 inches in diameter, she said. They would not be required to have lights because they would be less than 200 feet high.

Spencer-Famous said LURC received the application on Sept. 9. With such temporary testing towers, LURC staff are authorized to issue a permit without a vote from commissioners, she said.

“It usually takes about a month or two” to approve a temporary tower permit, she said. “It’s usually pretty simple and straightforward.”

Spencer-Famous said that LURC gets many such requests and not all end up

being developed into wind farms.

Jordan said he does not own the land on Bull Hill in Township 16 that First Wind hopes to test. A message left Thursday evening at the home of a man believed to own the test property in Township 16 was not immediately returned.

John Lamontagne, spokesman for First Wind, confirmed Thursday evening that the company is testing sites in and around Eastbrook for a possible wind farm. He said the company routinely seeks out possible new sites for wind farms in Maine and New England.

As far as whether there might be a wind farm built on Bull Hill, Lamontagne said it is too early to tell. It takes about a year of testing to gauge an area's wind resources, he said, and then many more months of permitting.

"It's the beginning of a long process," Lamontagne said.

Two Maine projects listed by First Wind on its Web site as being in early development do not include information about where in the state they might be located. One, listed simply as "Down East," would have a 150-megawatt capacity while the other, listed as "Maine I," would have an 80-megawatt capacity, according to the Web site.

By comparison, the 28-turbine Mars Hill wind farm has a 42-megawatt capacity and the 38-turbine facility on Stetson Mountain has a 57-megawatt capacity, according to the company.

Lamontagne said he did not know if one of the unspecified projects listed on the Web site might refer to the testing site on Bull Hill. Some of the information on the Web site is out of date, he said, and so he could not verify that First Wind is pursuing a wind farm with a capacity as high as 150 megawatts anywhere in Maine.

By the same token, he said, he could not say that any wind farm in Eastbrook would not have a 150-megawatt capacity.

"I can't say one way or the other," Lamontagne said.

Jordan said that he was approached by more than one wind power developer but that he decided to sign a lease with First Wind because it is established in Maine and he thinks it has good facilities at its other sites at Mars Hill and Stetson Mountain.

Jordan said Bull Hill is not as tall as other mountains where First Wind has erected turbines but it does have other advantages.

It is right next to an existing transmission line that carries electricity between Penobscot County and coastal Washington County, he said, and it is already accessible by existing logging roads. Also, it is relatively close to the ocean, which is generally considered to have more consistent and windier conditions than land.

"The ridge lines we have are not tremendously high," Jordan said. "This is

the closest wind [site to the coast] that has been tested.”

Besides Mars Hill and Stetson Mountain, First Wind has two operating winds farms in New York and one in Hawaii, according to the company's Web site. First Wind is expanding its Stetson Mountain facility and is pursuing others in Maine in Oakfield, Rumford, and near Lincoln.

The Web site also indicates the company has two projects proposed for Grand Manan Island in New Brunswick, which is within eyesight of the Washington County coast.