

DEED INDENTURE

017659

Bar Mills Hydro Project
York County

CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business in Augusta, Kennebec County, Maine (hereinafter referred to as "CMP," which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), for consideration paid, releases to FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company, with a mailing address of 100 Middle Street, Portland, Maine 04101 (hereinafter referred to as "FPL," which word is intended to include, unless expressly stated otherwise, FPL and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the Towns of Hollis and Buxton in York County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Granted Premises").

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the easements and real property in the Towns of Hollis and Buxton in York County, Maine, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter, "CMP's Reserved Easements").

CMP and FPL acknowledge that the Bar Mills Hydro Project is licensed by the Federal Energy Regulatory Commission (hereinafter, "FERC"). CMP's Reserved Easements in this Deed Indenture are, to the extent they affect any Project Lands, Works or Waters identified in the FERC license, subject to the terms and conditions of that license and to the following covenants:

- (1) The use of lands or rights reserved herein shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use;
- (2) CMP, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of CMP's structures or facilities will occur in a manner that will protect the scenic, recreational and environmental values of the project; and

MAINE R.E. TRANSFER TAX PAID

- (3) CMP, its successors and assigns, will not unduly restrict public access to project waters.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP all of CMP's Personal Property, as hereinafter defined, located on or attached to those portions of the Granted Premises burdened by CMP's Reserved Easements.

Wherever used in this Deed Indenture with initial capitalization, the term "CSI Agreement" means the Continuing Site/Interconnection Agreement dated January 6, 1998 by and between Central Maine Power Company and National Energy Holdings, Inc., now known as FPL Energy Maine, Inc., as amended on June 16, 1998, as affected by an Assignment and Assumption Agreement from FPL Energy Maine, Inc. to FPL dated as of June 16, 1998, a Notice of which is dated March 30, 1999 and recorded at the York County Registry of Deeds in Book 9390, Page 228.

CMP and FPL (hereinafter, individually, a "Party" and collectively, the "Parties") hereby acknowledge, covenant and agree that (i) the terms and limitations of the CSI Agreement define certain continuing responsibilities and obligations of the Parties with respect to the use of and access to the other Party's property, assets and facilities, and (ii) the terms of the CSI Agreement and this Deed Indenture shall be construed such that all of the terms of the CSI Agreement and this Deed Indenture shall be given full force and effect to the greatest extent possible. Moreover, Section 3.2.3(b) of the CSI Agreement is hereby incorporated by this reference and shall be given full force herein and is intended to apply to all easements granted and reserved herein notwithstanding anything to the contrary in this Deed Indenture. Except as otherwise specifically provided in this Deed Indenture (as indicated by the expression "Notwithstanding anything to the contrary contained in the CSI Agreement"), to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this Deed Indenture, the terms of the CSI Agreement shall control. For the purposes of this Deed Indenture, terms of the CSI Agreement and this Deed Indenture shall be deemed "directly inconsistent" if giving full effect to such terms would be impossible, illogical, or absurd.

FPL and CMP hereby covenant and agree to the extent that there are any facilities, structures or equipment together with the foundations (excluding buildings and

generation-asset-related structures and facilities included in the description of the Granted Premises) and related equipment and appurtenances thereto, which constitute transmission and distribution facilities, structures or equipment, or which facilities, structures or equipment are by the express terms of this Deed Indenture, the CSI Agreement, the Site Separation Document for Bar Mills Hydro (Supplement to the CSI Agreement – Document 005), or any Bill of Sale between the Parties reserved to or retained by CMP (hereinafter, collectively, "CMP's Personal Property"), that: (1) CMP's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and (2) CMP's Personal Property is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future; and (3) no interest in CMP's Personal Property is being conveyed by this Deed Indenture. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

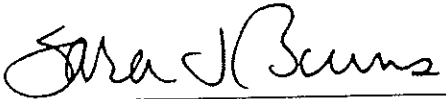
CMP and FPL hereby acknowledge, covenant and agree that (i) except as otherwise specifically provided in this Deed Indenture, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall be perpetual, subject to amendment or relocation thereof from time to time pursuant to the CSI Agreement, (ii) upon the termination of the CSI Agreement, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall continue in full force and effect to the same extent such easements and licenses exist immediately prior to the termination of the CSI Agreement, and (iii) except as otherwise expressly stated in this Deed Indenture, wherever in this Deed Indenture the consent of one Party is required, the Party from whom the consent is required agrees that it will not unreasonably withhold, delay or condition its consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

For the purposes of this Deed Indenture, the term "Retained Land of CMP" shall mean and include (i) all of the real property designated on the Project Plans (as

hereinafter defined) as "RETAINED LAND OF CENTRAL MAINE POWER COMPANY" or with words of similar import, and (ii) those portions of any transmission corridors shown on the Project Plans which are located outside the Project Boundary (as hereinafter defined).

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be executed by Sara J. Burns, its duly authorized President, as of the 7th day of April, 1999.

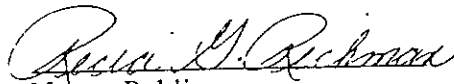
CENTRAL MAINE POWER COMPANY, a Maine corporation

By: 
Its: President
Printed Name: Sara J. Burns

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 5, 1999, personally appeared the above-named Sara J. Burns, President of Central Maine Power Company, and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Before me,



Notary Public

Printed Name: RECHA G. RICHMAN

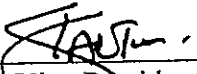
MY COMMISSION EXPIRES 9/6/2006

GRANTEE'S ACCEPTANCE

The said FPL ENERGY MAINE HYDRO LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to the terms, conditions and provisions set forth therein, and has caused this instrument to be executed by FPL Energy Maine, Inc., its sole member, by John W. Stanton, FPL Energy Maine, Inc.'s duly authorized Vice President, as of the 7th day of April, 1999.

FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company

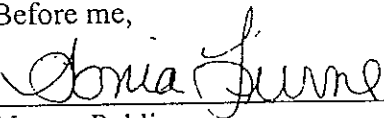
By: FPL Energy Maine, Inc., its sole member

By: 
Its: Vice President
Printed Name: John W. Stanton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 5, 1999, personally appeared the above-named John W. Stanton, Vice President of FPL Energy Maine, Inc., sole member of FPL ENERGY MAINE HYDRO LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said FPL Energy Maine, Inc. and of said FPL ENERGY MAINE HYDRO LLC.

Before me,



Notary Public

Printed Name: Sonia Levine

Commission Expires: March 19, 2006

Exhibit A

Granted Premises

Bar Mills Hydro Project
York County

Parcel One

Subject to exceptions and reservations set forth on Exhibit B herein and/or on the Project Plans hereinafter described, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, the dams across the Saco River, the powerhouse, fish ladders, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) situated in the Towns of Hollis and Buxton in York County, Maine, more particularly bounded and described as follows:

A. All real estate and interests in real estate including any fee interests and riparian rights related thereto, easement rights, mill privileges, and flowage rights of CMP within the "Project Boundary" (hereinafter, the "Project Boundary") as shown on plans captioned "Bar Mills Project Plan," Drawing 325-22-001, Sheets 1 and 2, dated March 26, 1999, which plans are recorded at the York County Registry of Deeds in Plan Book 247, Pages 22 and 23 (hereinafter, the "Project Plans"). FPL hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that CMP makes no representations or warranties as to the nature or quality of such interests.

B. All CMP's right, title and interest, if any, in and to flowage rights, whether acquired by prescription or otherwise, over lands flowed by the dams herein conveyed, including without limitation such flowage rights as have been acquired by CMP or its predecessors in title by virtue of current and/or historic flowage, together with the right to flow the Retained Land of CMP to the extent such land is currently or has been historically flowed by CMP.

C. All right, title and interest of CMP, if any, in and to those portions of railroad rights of way and the roads known as Canal Street, Route 35, Route 112, and Route 4A, situated within the land described above, and subject to rights of CMP reserved herein, rights of the public, and rights of others therein.

D. Together with an easement in common with CMP, its successors and assigns, and with others, in accordance with the terms and provisions thereof, for the maintenance and operation of the dams and spillway herein conveyed and for access by foot and vehicle over land now or formerly of Lydall Eastern, Inc. to the easterly side of the spillway as described in Indenture of Deed and Agreement between Lydall Eastern, Inc.

FINAL: April 5, 1999
12:52 PM
Bar Mills, York

and CMP dated August 13, 1982 and recorded in the York County Registry of Deeds in Book 2968, Page 231.

Exhibit B

CMP's Reserved Easements

**Bar Mills Hydro Project
York County**

Easement One: CMP's Substation Easement

The perpetual right and easement (hereinafter, "CMP's Substation Easement") to erect, construct, install, maintain, repair, rebuild, replace, operate, patrol and remove facilities, equipment and structures, together with sufficient foundations and appurtenances, within the area on Usher Island in the Saco River in said Hollis, York County, Maine, designated "Easement to CMP for Substation Yard 10,000± S.F." on the Project Plans, including the area within the fencing (hereinafter, collectively, the "Substation Yard"), and to excavate the Substation Yard as CMP deems necessary or useful in connection with the foregoing rights, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458.

The Substation Yard (including the current area within the fenced enclosure as shown on the Project Plans and as may be expanded in the future) shall be exclusive of FPL for the benefit of CMP, except that FPL shall have a right to enter on and use the portion of the Substation Yard that is not enclosed by the fencing until CMP notifies FPL that CMP needs to utilize the portion of the Substation Yard not enclosed by fencing for its rights reserved in this Easement One. Upon receipt of said notice FPL shall remove any of its improvements from the area within the Substation Yard and outside the fencing and surrender possession thereof to CMP all within 90 days after receipt of said notice. FPL agrees that it will not make improvements or other changes to the land within the Substation Yard but outside the fence without the prior written approval of CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

Also reserving to CMP, its successors and assigns, CMP's Personal Property together with the foundations and appurtenances thereto located on, under, or in the area burdened by CMP's Substation Easement, including without limitation CMP's cables, wires, transformers, circuit breakers, busses, disconnect switches, relays, control equipment, protection equipment, metering, SCADA, capacitor banks, shunt reactors, lightning arresters, DC power sources (batteries and chargers), AC power sources (station service transformers and connections), building enclosures, microwave enclosures, communications equipment, support structures, control cables, power cables, and foundations for said equipment, and other related equipment and appurtenances.

Together with the perpetual right and easement to grade the land adjoining the Substation Yard on the south and east sides in the approximate locations designated "Grading Easement Areas" on the Project Plans, so as to facilitate and stabilize the leveling of the Substation Yard to substantially the elevation of the portion of the Substation Yard currently within the substation fencing. This easement shall include the right to excavate, place fill material, loam, seed and pave the Grading Easement Areas. Together with a right of entry with workers, vehicles and equipment for the foregoing purposes.

Easement Two: CMP's Transmission Corridor Easement

The exclusive perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove above and below ground electric, communications and energy transmission lines consisting of suitable and sufficient poles, cables, pipes and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 (hereinafter, "CMP's Transmission Corridor Easement"), over, under and across the land (hereinafter, the "Corridor") situated in the Towns of Hollis and Buxton in York County, Maine, more particularly described as follows:

1. A certain strip of land of varying widths for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 639-T172-1 (last revised as of 2/18/97), Nos. 639-T172-2 through 4 (each last revised as of 9/8/94) and No. 639-T172-5 (last revised as of 8/24/94), being a strip of land in which Section 172 is currently located, excluding that portion of such strip of land lying between Sta. 356 + 59 and Sta. 362 + 72 and between Sta. 364 + 22 and 370 + 18 as shown on said drawings.
2. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawings No. 638-385-28 (last revised as of 6/80) and No. 638-391-28 (last revised as of 10/67), being a strip of land 270 feet wide in which Sections 385 and 391 are currently located.

The approximate locations of the above strips of land are depicted on the Project Plans. Said CMP drawings are on file at the offices of CMP, 83 Edison Drive, Augusta, Maine and at the offices of FPL, 100 Middle Street, Portland, Maine 04101.

Also, in addition to the Access Ways Easement (as hereinafter defined), the perpetual, non-exclusive right and easement for access to the Corridor across the Granted Premises as may be reasonably necessary. Also the perpetual, exclusive right and

easement to excavate the Corridor as CMP deems necessary or useful in the exercise of the above-described rights.

FPL covenants and agrees with CMP that FPL will not erect or permit the erection of any building, utility, road, or other structure of any kind or nature under, upon or over the Corridor; will not place or permit the placement of any material on, or remove or permit the removal of any material from the Corridor; and will not operate or permit the operation of any machinery or engage in other activities on the Corridor, if such erection, placement, removal, operation or activity would, in CMP's reasonable opinion, endanger or interfere with CMP's current or future use of the Corridor for utility purposes. If FPL desires to cross the Corridor other than on foot in locations other than established roads, ways, and parking areas, FPL shall be required to obtain the prior written consent of CMP. Upon at least ninety (90) days prior written notice to and written consent of CMP, which consent may be conditioned based on any reasonable safety or operational concerns with respect to CMP's then current or reasonably foreseeable future operations, FPL may install underground utility lines across the Corridor in locations specified in such-written consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes Transmission Lines Sections 172, 385, and 391 situated as defined in relevant part on said Central Maine Power Company Drawings Nos. 639-T172-1 through 4, No. 638-385-28, and No. 638-391-28, including without limitation cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations (excluding buildings and generation-asset-related structures included in the description of the Granted Premises), equipment and appurtenances.

This easement is SUBJECT TO the provisions relating to the Gas Line (as hereinafter defined) set forth in Easement Three below.

Easement Three: CMP's Powerhouse Transmission Easement

The perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove above and below ground electric, communications and energy transmission and distribution lines consisting of suitable and sufficient poles, cables, pipes and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission and distribution of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 (hereinafter, "CMP's Powerhouse

Transmission Easement"), over, under and across the land situated in the Towns of Hollis and Buxton in York County, Maine, more particularly described as follows:

1. A certain strip of land of varying widths for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 639-T172-5, in which Section 172 and the Bar Mills Substation Tap from Section 172 are currently located, and being those portions of such strips of land lying between Sta. 356 + 59 and Sta. 362 + 72 and between Sta. 364 + 22 and 370 + 18 as shown on said drawing.

The approximate location of the above-strip of land is depicted on the Project Plans. Said CMP drawing is on file at the offices of CMP, 83 Edison Drive, Augusta, Maine and at the offices of FPL, 100 Middle Street, Portland, Maine 04101.

Also, in addition to the Access Ways Easement, the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Powerhouse Transmission Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Powerhouse Transmission Easement as CMP deems necessary or useful in the exercise of the above-described rights; provided, however, CMP will promptly restore any disturbed areas to substantially the previously existing conditions.

FPL shall have the right to operate, maintain, replace, remove and repair any building, utility, utility line, road, fence, parking area or dam structure of any kind or nature existing in the area burdened by CMP's Powerhouse Transmission Easement as of the date of this Deed Indenture and shown on the Project Plans. FPL may cross and re-cross the area burdened by CMP's Powerhouse Transmission Easement in locations other than established roads, ways, and parking areas on foot and, upon obtaining the prior written consent of CMP, with any vehicles and equipment. FPL covenants and agrees with CMP that any activities undertaken by FPL in the area burdened by CMP's Powerhouse Transmission Easement shall be undertaken in such a manner as will minimize impact on CMP's facilities for transmission and distribution. FPL will not place any material on or remove any material from the area burdened by CMP's Powerhouse Transmission Easement without prior written notice to and written consent from CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Powerhouse Transmission Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes Transmission Line Section 172 situated as defined in relevant part on said Central Maine Power Company Drawing No. 639-T172-5, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations (excluding buildings and generation-asset-related structures included in the description of the Granted Premises), equipment and appurtenances.

In the event CMP proposes to erect, bury, construct, or install one or more natural gas pipelines (as defined in 49 C.F.R. Ch.1 §192.3) within the Corridor or the area burdened by CMP's Powerhouse Transmission Easement, and such pipeline(s) is intended to transport natural gas under pressure exceeding 300 PSI or has an inside diameter of more than 12 inches (hereinafter, the "Gas Line"), CMP shall provide FPL with at least ninety (90) days prior written notice thereof and such notice shall include the proposed location of the Gas Line (hereinafter, the "Proposed Location"). If the Proposed Location raises reasonable safety or operational concerns with respect to FPL's then current or reasonably foreseeable future operations, FPL may propose an alternative location for the Gas Line (hereinafter, the "Alternative Location") by providing CMP with written notice thereof within forty-five (45) days of receiving notice of the Gas Line from CMP. The Gas Line shall be located in the Alternative Location if the Alternative Location is (i) functionally equivalent to the Proposed Location, (ii) located within the Corridor, the area burdened by CMP's Powerhouse Transmission Easement, or on land of FPL which is in a reasonable proximity of the Corridor or the area burdened by CMP's Powerhouse Transmission Easement, and (iii) alleviates FPL's safety and operational concerns which give rise to the Alternative Location. CMP shall be responsible for the additional costs, if any, associated with locating the Gas Line in the Alternative Location rather than the Proposed Location. After the construction of the Gas Line has commenced, FPL shall have the right to require CMP to have the Gas Line relocated from time to time at FPL's sole cost and expense, including without limitation the cost of land acquisition and permitting costs. Any such relocation may be done only after reasonable prior written notice to CMP and shall be undertaken in such a manner and at such time as will minimize the disruption of use of the Gas Line. The relocation of the Gas Line when completed will not materially impair the rights of CMP reserved in this Deed Indenture or CMP's operations and shall not materially impair the utility of CMP's Transmission Corridor Easement or CMP's Powerhouse Transmission Easement existing at the time of said relocation.

Easement Four: Utility Easement

The perpetual right and easement to erect, bury, maintain, rebuild, respace, repair, replace, operate, patrol and do all other actions involving telecommunications, SCADA, revenue metering, protection systems, and electric and communication distribution equipment and facilities consisting of poles, wires, and cables, together with all necessary fixtures and appurtenances, across and under the surface of the land which is included in the definition of the Granted Premises, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient (hereinafter, CMP's "Utility Easement"), in the Towns of Hollis and Buxton in York County, Maine, more particularly described as follows:

1. Substantially the area where distribution lines extending from the Substation Yard to Route 4A are currently located.
2. Substantially the area where any additional distribution lines running from the Substation Yard to public roads and ways are currently located.
3. Excluding de-energized lines which are no longer used or useful for CMP's purposes, substantially the area where any existing overhead or underground distribution lines of CMP not described above are currently located.

Also, in addition to the Access Ways Easement, the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Utility Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Utility Easement as CMP deems necessary or useful in the exercise of the above-described rights, provided, however, CMP will promptly restore the surface to substantially the previously existing condition.

The rights reserved herein include the right to restrict the construction of buildings, structures and improvements within 15 feet of the centerline of CMP's above ground equipment and facilities and within 8 feet of the centerline of CMP's underground equipment and facilities, provided, however, such widths may be reduced with CMP's prior written consent and such widths shall not apply within existing buildings; the right to keep the surface of the ground above CMP's underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of CMP, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land or rights of FPL for any and all of the foregoing purposes. Notwithstanding the foregoing, CMP agrees that the maintenance, repair and replacement of buildings, structures and improvements to the extent currently existing and substantially as currently located at the date of this Deed Indenture shall not be prohibited under this paragraph. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Utility Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes the distribution lines and facilities as described above, including without limitation all related cables, wires, lines circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholds, riser poles, anchors, guys, braces, fittings, crossarms, and foundations (excluding buildings and generation-asset-related structures included in the description of the Granted Premises), equipment and appurtenances.

Easement Five: Vegetation Control

The perpetual right and easement, at any time or times, to cut and remove all trees and to clear and keep clear the areas burdened by CMP's Substation Easement, CMP's Transmission Corridor Easement, CMP's Powerhouse Transmission Easement and CMP's Utility Easement of all trees, timber, and bushes growing thereon, by such means as CMP may select, including without limitation lawful use of herbicides.

Also the perpetual right and easement at any and all times to enter the Granted Premises for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of CMP's Reserved Easements or the Retained Land of CMP, as in falling would in the judgment of CMP interfere with or endanger the operation and

maintenance of any lines or wires constructed on CMP's Reserved Easements or the Retained Land of CMP.

Easement Six: Powerhouse Easement

The perpetual, non-exclusive right and easement (hereinafter, "CMP's Powerhouse Easement") for access to and use of the buildings located on the Granted Premises and labeled "Powerhouse" and "FPL's Hydro Substation" on the Project Plans (hereinafter, collectively, the "Powerhouse"), including without limitation access to and across the roof of the Powerhouse, to install, erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove CMP's SCADA, distribution automation system, switches, relays, metering, wires, cables, transmission line support structures and other equipment and appurtenances with sufficient support structures, for energy transmission, distribution, control, and communications purposes, together with all necessary equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and to use the bathrooms, all in accordance with the CSI Agreement. FPL shall maintain the Powerhouse in good repair and condition.

CMP and FPL agree that the Powerhouse shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of the facilities located therein. FPL's security facilities (such as fences, gates, doors, locks, cameras and other electronic devices) situated on the Granted Premises shall be maintained by FPL in good repair and condition.

Also reserving to CMP, its successors and assigns, CMP's Personal Property together with the support structures (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) and appurtenances thereto located on, under or in the Powerhouse.

Easement Seven: Access Ways Easement

A perpetual, non-exclusive right and easement, subject to the provisions hereof, for ingress and egress by CMP and its employees, agents, contractors, lessees and invitees over, across and through all roadways, alleyways, driveways, entranceways and other travel ways (including without limitation the Access Road on Usher Island in the Saco River leading to the Substation Yard) located on the Granted Premises (hereinafter, collectively, the "Access Ways"), together with the use jointly with FPL of all appurtenant rights of access to the Granted Premises. Subject to the limitations set forth herein, such easement (hereinafter, the "Access Ways Easement") shall be for the purpose of providing access on foot and with any vehicles and equipment to and from all public roads on and over established roadways that may exist from time to time to and across the Granted Premises and to provide access within the Granted Premises to and among the Retained Land of CMP and CMP's Reserved Easements. Without limiting the generality of the foregoing, the Access Ways Easement shall include access to and across and access to use the roof of the Powerhouse, and, for the benefit of the Retained Land of CMP and/or CMP's Reserved Easements, access to and non-exclusive use of all parking areas from time to time located on the Granted Premises. Without limiting the generality of the foregoing, the Access Ways Easement shall include the right from time to time to park and operate (but not store) a mobile substation vehicle and necessary fencing, grounding, blocking and other appurtenances for reasonable time periods on the Granted Premises in the vicinity of the Substation Yard whether or not on a designated parking area. The Access Ways Easement shall provide free access over and across the established roadways and parking areas on the Granted Premises subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that FPL may impose, provided that such rules and regulations are applied uniformly and fairly to all users of the Access Ways, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall have the right to relocate from time to time the Access Ways across the Granted Premises at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to CMP, except that only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time as will minimize the disruption of traffic flow across and within the Granted Premises. The relocation of the Access Ways when completed will not materially impair the rights of CMP reserved herein or CMP's operations and shall not materially impair the utility of this easement to CMP existing at the time of said relocation.

Except as otherwise provided below, FPL shall be responsible for the repair and maintenance, including snow removal as necessary, of the Access Ways. FPL agrees at its sole cost to maintain the Access Ways in good condition and repair. In the event that FPL does not provide such repair and maintenance, upon written notice to FPL of its intentions to perform repair or maintenance, CMP shall have the right but not the obligation to repair and maintain the Access Ways, and FPL shall reimburse CMP for the

cost of all such reasonable repair and maintenance; provided, however, no such notice is required in the event of an emergency; provided further, CMP shall have the right but not the obligation to clear snow or other material at CMP's expense without providing such notice. Notwithstanding the foregoing, (i) CMP shall be responsible for the repair and maintenance, including snow removal as necessary, of the Access Ways serving only the Substation Yard to the extent required by CMP, and (ii) CMP agrees that if any maintenance or repair of the Access Ways is necessitated by the act of CMP or by the act of CMP's employees, agents, contractors, lessees and invitees and such maintenance or repair is not due to normal wear and tear, the cost of such maintenance or repair shall be borne solely by CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

Easement Eight: Stormwater Drainage:

A perpetual, non-exclusive right and easement for the flow of surface stormwater runoff from the Retained Land of CMP and CMP's Reserved Easements through the Granted Premises.

Easement Nine: Intertie and Revenue Meter Easement

For the purpose of enabling CMP to carry out its rights and obligations under the CSI Agreement, the perpetual, non-exclusive right and easement for access to and inspection of FPL's Intertie Equipment, the Dispatch Points of Demarcation, the Points of Interconnection, and the Interconnection Facilities, all as defined in the CSI Agreement and the Exhibits and Schedules thereto, and associated equipment and improvements thereon on the Granted Premises (hereinafter, collectively, the "Intertie Facilities"). Also the perpetual, non-exclusive right and easement for access to operate, maintain, repair, replace, remove and upgrade CMP's revenue meters and associated equipment (hereinafter, "the Revenue Meters"). Such easements (hereinafter, the "Intertie and Revenue Meter Easement") apply wherever the Intertie Facilities or Revenue Meters are located on, under or in the Granted Premises, including without limitation the powerhouses and substations thereon.

CMP and FPL agree that the Intertie Facilities shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for the Intertie and Revenue Meter Easement. All security facilities for the Intertie Facilities shall be maintained by FPL in good repair and condition.

RECEIVED YORK S.E.
1999 APR -8 P 12:00

[Handwritten signature]

[Vertical handwritten notes on the right margin]