## Deed Indenture (Easement)

Know All by These Presents, That Maine Yankee Atomic Power Company, a Maine corporation, with a place of business in Wiscasset, Lincoln County, Maine (hereinafter referred to as "Grantor" or "MY", which terms are intended to include, unless expressly stated otherwise, MY and its successors and assigns or Grantor and its successors and assigns), for consideration paid, subject to the exceptions, reservations, conditions, covenants and restrictions set forth herein, grants with Quitclaim Covenant to Central Maine Power Company, a Maine corporation with an address of 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (hereinafter referred to as "Grantee", which term is intended to include, unless expressly stated otherwise, Grantee and its successors and assigns), certain easement rights (collectively, the "Property") for the purpose of improvement of the electrical grid infrastructure in land located on Bailey Point in the Town of Wiscasset, Lincoln County, Maine, more particularly bounded and described as follows:

#### <u>Easement 1 – Substation Expansion Easement</u>

Except as expressly provided herein, the exclusive, perpetual right and easement (the "Substation Expansion Easement") to construct, rebuild, operate, maintain and remove an electrical substation, so called, and related buildings, together with all transmission, distribution and communication lines, towers, transformers, switches, breakers, capacitors and all other wires, cables, equipment and appurtenances necessary for the transformation of electrical energy over, across and under the surface of a certain lot or parcel of land of the Grantor located in Wiscasset, Maine, being a portion of the land described in deed from Cumberland Securities Corporation dated November 25, 1968, and recorded in the Lincoln County Registry of Deeds in Book 651, Page 253, and more particularly being shown on a plan titled "Proposed CMP Easement of Maine Yankee Substation", by Sebago Technics, dated June 16, 2009. A reduced copy of said plan is attached hereto as Exhibit C, and a full size copy of said plan is retained at the Grantee's General Offices, where it is referenced as Plan #637-3-24. The conveyed Property is more particularly described as follows:

An easement over land of Maine Yankee Atomic Power Company situated westerly of a private access road and northerly of the area shown on plan entitled "Plan of Area Assigned for 345kv Switching Facilities Maine Yankee Atomic Power Station" prepared by Central Maine Power Company Engineering Department dated September 2, 1970, Plan Reference 637-61-1, in the Town of Wiscasset, County of Lincoln and State of Maine, being more particularly bounded and described as follows:

Beginning at a point, at the northwesterly-most corner of an existing easement now or formerly of Central Maine Power Company recorded in said Registry in Book 2508, Page 286 as shown on the above referenced plan;

{W1376725.9}

Thence N 78°-15'-45" W, a distance of 450.00 feet through land of the Grantor, a distance of to a 5/8" rebar to be set capped "PLS 2080";

Thence continuing N 78°-15'-45" W, a distance of 35 feet, more or less, to the apparent high water mark of Young's Brook;

Thence southerly by and along the apparent high water mark of Young's Brook, approximately 80 feet to a point;

Thence S 78°-15'-45' E, a distance of 49 feet, more or less, to a 5/8" rebar found 6" above grade capped "PLS 2009" being located S 02°-20'-43" W, 81.09 feet from the 5/8" rebar to be set capped "PLS 2080" referenced above;

Thence continuing S 78°-15'-45" E, a distance of 436.81 feet along the above referenced area assigned for 345kv Switching Facilities Maine Yankee Atomic Power Station to the southwesterly corner of the above referenced CMP easement.

Thence N 11°-44'-15" E, a distance of 80.00 feet along the westerly line of said existing CMP easement to the Point of Beginning.

Meaning and intending to describe an easement containing approximately 38,720 square feet. All bearings herein are based on Grid North.

Also conveying the right and easement, to the extent of the Grantor's rights and limited to the purposes and uses stated herein, to the area lying between the high water mark and the low water line along the shores of Young's Brook abutting the easement area described above

This Easement 1 affects land conveyed to the Grantor in a deed from Cumberland Securities Corporation, dated November 25, 1968, and recorded in the Lincoln County Registry of Deeds in Book 651, Page 253. This easement is an easement in gross and is not appurtenant to Grantee's lands.

Grantor hereby reserves the right of access on foot or with vehicles or equipment to the Substation Expansion Easement area for use of the roads and for all purposes under or related to governmental requirements, including but not limited to sampling the groundwater.

#### Easement 2 – Access Easement

Together with the right of access by personnel and equipment of the Grantee across the adjacent lands of the Grantor for any and all of the foregoing purposes of Easement 1 along the existing access road between the southerly end of Easement 1 area and Ferry Road as both exist now or may be relocated from time to time by Grantor, provided

however, such access shall be subject to the then in effect security policies and practices of the Grantor.

#### EXCEPTIONS, RESERVATIONS, CONDITIONS, COVENANTS AND

<u>RESTRICTIONS</u>: The following exceptions, reservations, conditions, covenants and restrictions shall run with and bind the Property in perpetuity, except as otherwise expressly provided by their terms. The rights granted and covenants made herein shall be binding on the Grantor and Grantee and their respective successors and assigns, and shall operate as covenants running with the land.

- 1. To the extent of force and effect, this conveyance is made subject to State of Maine Department of Environmental Protection Site Location Order #L-17973-26-G-M, dated February 17, 1995. This conveyance is made subject to State of Maine Department of Environmental Protection Site Location Order #L-17973-26-AJ-M (approval), dated December 15, 2006, and recorded in said Registry of Deeds in Book 3795, Page 82 and State of Maine Department of Environmental Protection Compliance Order By Consent with MY dated December 3, 2007 as amended by Amendment To Compliance Order By Consent dated July 1, 2008.
- 2. This conveyance is made subject to the Easement Deed granted to Central Maine Power Company dated June 2, 1998 and recorded in said Registry of Deeds in Book 2348, Page 232, and a Deed Indenture (Easement) granted to Central Maine Power Company dated June 15, 2007 and recorded in said Registry of Deeds in Book 3866, Page 123.
- 3. (a) This conveyance is made SUBJECT TO the covenants and agreements described in this paragraph 3 (the "Covenants"), which Covenants are made by and for Grantor and Grantee and their respective successors and assigns for the benefit of the land of Grantor located in the Town of Wiscasset, Lincoln County, Maine, described on Exhibit A attached hereto and made a part hereof (the "Benefited Property"), which Covenants shall run with and bind the herein-conveyed property in perpetuity, and by which Covenants Grantee hereby covenants and agrees to be bound by its acceptance of this Deed Indenture. The easements granted herein are situated on a portion of the Benefited Property.
- (b) Grantee acknowledges and agrees that the easement rights herein conveyed affect and are part of the same ownership as the Benefited Property, which Benefited Property contains a nuclear generating facility that has been decommissioned, and that, in connection therewith, Grantor has (i) a License Termination Plan (the "LTP") on file with the Nuclear Regulatory Commission ("NRC"), and (ii) entered into a settlement agreement filed with and approved by the Federal Energy Regulatory Commission ("FERC") (the "Settlement"). Included within the activities contemplated by the LTP are on-site storage of spent nuclear fuel and greater than Class C Waste (as defined in NRC regulations) and the transportation of contaminated material from the Benefited Property. Grantee agrees to take no action (including without limitation in any proceedings before NRC, FERC, the Maine Public Utilities Commission, the Maine Board of Environmental

Protection, the Maine Department of Environmental Protection or the Maine Legislature) that could potentially interfere with, delay, or make more costly any of MY's activities as set forth in or contemplated by the LTP, as such LTP may be amended from time to time with NRC approval, or as set forth in or contemplated by the Settlement, as such Settlement may be amended from time to time with FERC approval. Nothing contained herein shall be deemed or construed to create in favor of Grantee any representations or warranties with respect to the information or statements contained in the LTP or any right to enforce or insist upon MY's adherence to any cost estimates or other provisions relating to decommissioning set forth in the LTP.

- (c) Grantee acknowledges and agrees that, incident to the decommissioning of the Maine Yankee nuclear generating facility, MY (or its successor in interest) may convey all or a portion of the Benefited Property, and has conveyed property known as the Ferry Road North Property to Ferry Road Development Co., LLC by deed dated August 5, 2004 and recorded in said Registry of Deeds in Book 3339, Page 11. Excluding the land conveyed to Eaton Farm Supporting Organization by deed dated effective as of March 22, 2005, and recorded in the Registry of Deeds at Book 3455, Page 225, the Benefited Property, the Ferry Road North Property, and other properties owned or conveyed by MY are or may become subject to economic development initiatives. including the sale or lease of portions thereof to one or more commercial or industrial enterprises. MY (or its successor in interest) may also sell, transfer, lease, or otherwise convey all or a portion of the Benefited Property. Grantee agrees to take no action that could potentially interfere with, delay or make more costly any of such activities or transactions provided, however, that: (i) this paragraph shall not prevent Grantee from taking steps to protect its interest in the event of any proposed activity that will result in noise, odor or groundwater contamination in violation of applicable laws or ordinances which may materially and adversely affect Grantee's use and enjoyment of the easements granted hereunder for the purposes described herein, and the land on which Grantee's microwave tower is situated, previously acquired from MY by quitclaim deed dated as of October 3, 2006 and recorded in the Registry of Deeds at Book 3752, Page 178, or (ii) from taking steps following a transfer of any portion of the property in question by MY, to protect its interest with regard to any future activities by subsequent owners on said transferred properties.
- (d) Grantee covenants and agrees not to take any action (including, but not limited to, intervention or appearance in any proceedings before any federal or state governmental or regulatory agency or body) opposing or objecting to Grantor's decommissioning plan for the facility on the Benefited Property, as set forth in the LTP or seeking to impose more burdensome conditions on Grantor in connection with said decommissioning than those conditions set forth in the LTP, including, without limitation, the proposed storage of nuclear waste on the Benefited Property; provided, however, that Grantee shall be entitled to intervene or appear in proceedings before federal or state governmental or regulatory agencies or bodies with respect to any proposed amendment to the LTP that would, in Grantee's reasonable judgment, materially impair its ability to exercise its rights hereunder.

- (e) Grantor hereby advises Grantee that Grantor is legally obligated to maintain the integrity of the independent spent fuel storage installation (the "ISFSI") located on the Benefited Property against external hazards, and that such integrity is primarily dependent upon Grantor's physical security infrastructure and associated electronic systems, as well as the alertness and well being of Grantor's personnel responsible for the ISFSI (the "ISFSI Security Resources"). In furtherance of the foregoing, Grantee covenants and agrees that (i) Grantee shall provide Grantor written notice of any proposed development, modification, improvement or repair to be conducted on the Property, excepting routine maintenance and emergency repairs, which notice shall be given not less than sixty (60) days prior to the commencement of work on the Property with respect to such development and shall set forth in reasonable detail the following information: the nature and scope of such proposed development, including, but not limited to, whether and in what locations, configurations, quantities, types and concentrations such development will (or is likely to) involve the use of toxic chemicals. explosives or combustible materials, (the "ISFSI Information"); and (ii) Grantee shall provide Grantor written notice of any proposed development, modification, improvement or repair to be conducted on the Benefited Property that is within the "Owner-controlled Area" as defined from time to time under federal law affecting the ISFSI. The foregoing provisions shall terminate and be of no further force or effect when high level radioactive waste ceases to be present on the Benefited Property. With respect to emergency repairs, Grantee shall notify Grantor as soon as possible of the need for an emergency repair and shall provide the ISFSI Information with respect to the emergency repair as soon as possible. Provided, however, that nothing in this subsection (e) is intended to expand the scope of the easements granted herein or to limit Grantor's rights under subsection (h) of this paragraph 3.
- (f) Recognizing that Grantee may find it necessary to demonstrate to third parties that Grantee has complied with the notice requirements set forth above in paragraph 3(e) above, Grantor, on written request from Grantee made from time to time, shall within ten (10) days after receipt of such written request, furnish a written statement to Grantee acknowledging Grantee's satisfaction of the requirements with respect to disclosure of the ISFSI Information set forth above. In the event that high-level radioactive waste ceases to be present on the Benefited Property, Grantor agrees to deliver a certification to Grantee, in recordable form, to the effect that the foregoing notice provisions have terminated and are of no further force and effect.
- (g) In addition, as a result of a settlement entered into between Grantor and FERC, Grantee covenants and agrees that the Property shall not include any facility for the generation of electricity using nuclear fuel.
- (h) Further, Grantee covenants and agrees that its operations do not and will not interfere in any way with Grantor's operation of the ISFSI. If in Grantor's judgment Grantee's operations interfere in any way, upon reasonable notice, Grantee shall promptly cease or modify its actions or operations in a manner acceptable to Grantor so that no further interference occurs. Grantee covenants and agree that Grantor shall have the right to perform any and all acts (each an "Act") required by law affecting the ISFSI

without prior approval of the Grantee or its successors and assigns. In the performance of any such Act, Grantor will provide Grantee with as much prior notice as practicable. If an Act is required by the action or inaction of Grantee, then Grantee shall reimburse Grantor for the entire cost of such Act.

- (i) Grantee covenants and agrees to include the Covenants in any agreement to lease or otherwise convey any of the Property, to be binding on any lessee or transferee, and including therein a third party beneficiary provision in favor of Grantor, which is satisfactory in form and substance to Grantor.
- (j) Grantee acknowledges and agrees to be solely responsible for the payment of real property taxes with respect to the Property and all improvements placed thereon for so long as the applicable Easements remain in effect, and acknowledges and agrees to be solely responsible for the payment of personal property taxes with respect to any personal property of Grantee or any of its agents or invitees placed upon the Property.
- (k) Grantee acknowledges that various portions of the Benefitted Property outside of the Property, including, without limitation, the area immediately north of the Property, remain part of Grantor's 10 CFR Part 50 License and such land has not been released by the NRC for unrestricted use (the "Licensed Land"). The soils on the Licensed Land may not be disturbed, and Grantee hereby indemnifies and holds harmless Grantor for any and all damages, fines, penalties, fees or costs, including, without limitation, cost of restoration, resulting from Grantee's disturbance of the surface of the Licensed Land.
- 4. This Deed Indenture is made SUBJECT TO the special limitation that if Grantee does not develop and substantially complete an electrical substation substantially within the Substation Expansion Easement area within 6 years from the date of this Deed Indenture, then the Substation Expansion Easement and related access rights in favor of Grantee shall automatically terminate; Grantee shall have no further rights thereto; and Grantor shall be restored to its original present estate as of the day before the date of this Deed Indenture.
- 5. This conveyance is made subject to reservations, conditions, restrictions, limitations and exceptions referred to or mentioned in the deeds above listed.
- 6. Grantor and Grantee covenant and agree that any portions of the Substation Expansion Easement area fenced in from time to time shall be secured to restrict access, provided that Grantor shall have access for all purposes and uses reserved herein. Grantee's security facilities with respect to the Substation Expansion Easement area shall be maintained by Grantee in good repair and condition.
- 7. (a) Grantor hereby covenants and agrees to comply with all laws with respect to the Benefited Property including, without limitation, environmental laws. Grantor hereby covenants and agrees to indemnify, protect, defend and hold harmless Grantee, its parents, subsidiaries and affiliates, and their respective shareholders, directors, officers,

members, managers, employees and agents, and the heirs, successors and assigns of any of them, from and against all claims, liabilities, losses, damages, expenses (including, without limitation, reasonable counsel fees), obligations or responsibilities arising out of or relating to the failure of Grantor to comply with all laws with respect to the storage and handling of radioactive materials on the Benefited Property.

- (b) Grantee acknowledges and agrees that, anything to the contrary contained in this Deed Indenture or the rights conveyed herein notwithstanding, the liability of Grantor, its shareholders and their respective directors, officers, employees and agents with respect to claims, causes of action, losses, damages and expenses arising out of or related to radioactive contamination shall be limited to the amount of coverage actually provided with respect to such claim, cause of action, loss, damage or expense by insurance policies maintained by Grantor in its discretion, which insurance policies as presently in effect do not cover any property of Grantee which may be located on the rights conveyed herein.
- 8. Grantee hereby agrees to indemnify and hold Grantor and its shareholders and their respective directors, officers, agents and employees harmless from and against any and all liability, cost, damage or expense arising out of or related to (a) the acts or omissions of Grantee or its invitees on or affecting the rights conveyed herein on and after August 2, 2010, and (b) any and all violations of laws by Grantee that have occurred prior to August 2, 2010 on, or in connection with Grantee's use of or access to the substation easements to which the Substation Expansion Easement is adjacent.

Without limitation of the foregoing, Grantee agrees to indemnify and hold Grantor and its shareholders and their respective directors, officers, agents and employees harmless from and against any and all liability, cost, damage or expense arising out of or related to the discharge by Grantee or its agents or invitees of oil or other hazardous substances or materials (collectively, "Materials") on the Substation Expansion Easement as identified on the Location Plan (regardless of whether the Materials remain on site, migrate off-site, or are sent off-site for treatment or disposal), and Grantee covenants and agrees, at Grantee's sole expense, to remediate such discharge in compliance with all applicable laws and regulations, including laws and regulations that would apply to Grantee or Grantor individually or collectively. Grantee's failure to promptly complete such remediation in accordance with this paragraph shall upon reasonable written notice to Grantee of default, entitle the Grantor to seek specific performance, or, at Grantor's option, to complete such remediation itself, the cost of which Grantor shall be entitled to recover from Grantee in accordance with the indemnity provided hereunder.

9. Except as provided in Easement 2 with respect to access, Grantee hereby acknowledges and agrees that nothing herein shall permit Grantee to enter the "ISFSI Licensed Area" (defined below) and that Grantee is prohibited from entering the ISFSI Licensed Area or otherwise causing the surface of the ISFSI Licensed Area to be disturbed in any way. The ISFSI Licensed Area is more particularly described on Exhibit B attached hereto and incorporated herein.

- 10. In addition to the requirements set forth in paragraph 3(e), at least 60 days prior to making any improvements within the Substation Expansion Easement area, Grantee shall stake out or otherwise delineate on the ground the location of the proposed improvements, and provide Grantor with a corresponding plan showing the location of the proposed improvements. Grantor reserves the right to enter the Substation Expansion Easement area prior to the commencement of construction and during construction of the improvements to inspect and confirm that the location of the improvements is within the Substation Expansion Easement area.
- 11. This conveyance is made SUBJECT TO the terms, conditions and restrictions set forth in that certain Environmental Covenant granted by Grantor and held by the Maine Department of Environmental Protection dated August 24, 2009 and recorded in the Lincoln County Registry of Deeds in Book 4212, Page 156, and Grantee agrees to comply with all applicable provisions of said Environmental Covenant in the exercise of the easement rights granted herein.
- 12. This Deed Indenture shall be governed and construed under the laws of the State of Maine.

IN WITNESS WHEREOF, the said Maine Yankee Atomic Power Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by James M. Connell, its Site Vice President, and Central Maine Power Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by James Connell, its Site Vica forside respectively, this day of Avgust, 2010.

MAINE YANKEE ATOMIC POWER COMPANY, a Maine corporation

James M. Connell

Its: Site Vice President

STATE OF M.	AINE	
COUNTY OF	( UMBERLAND	, ss.

On July Z6, 20/0 personally appeared the above-named James M. Connell, Site Vice President of said Maine Yankee Atomic Power Company in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Maine Yankee Atomic Power Company.

Before me,

Sum Adams
Notary Public Afformy at Law
Printed Name: Eben Adams

CENTRAL MAINE POWER COMPANY, a Maine corporation

By: Relymon Director property Management & Securely Printed Name: Faymond Paperlieau

STATE OF MAINE COUNTY OF Ennébec, ss

On <u>Cugust</u>, 2010, personally appeared the above-named <u>Raymond Pomerton</u>, <u>Director Diffry Managements Sic</u> of Central Maine Power Company in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of Central Maine Power Company.

Before me,

Notary Public Printed Name:

DIANA L. MORGAN Notary Public, Maine

My Commission Expires May 5, 2010

#### Exhibit A

# Benefited Property of Maine Yankee Atomic Power Company

A certain lot or parcel of land located on the southerly side of the Old Ferry Road in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the apparent high water mark of the northwesterly shore of the Back Rivers said point and true point of beginning lying South 34°37'03" East from an iron pin;

Thence, from the said true point of beginning by the following courses and distances:

Thence, North 34°37'03" West along other land now or formerly of Maine Yankee Atomic Power Company ("MYAPC") thirty-five (35) feet, more or less, to an iron pin set near the shore of said river;

Thence, North 34°37'03" West along other land now or formerly of MYAPC a distance of five hundred ten and 00/100(510.00) feet to an iron pin at the apparent southwesterly line of the Old Ferry Road;

Thence, along the apparent southwesterly line of the Old Ferry Road by the following courses; North 34°37′03″ West, 1999.47 feet, more or less, to an iron pin;

North 37°03'29" West, crossing the M.Y.A.P. Co. Spur Track and an easement of the Central Maine Power Company as described in the instruments recorded in the Lincoln County Registry of Deeds in Book 670, Page 312, and Book 779, Page 176, a distance of 413.75 feet, more or less, to an iron pin to be set; North 38°53'46" West, 73.14 feet, more or less, to an iron pin set near the southwesterly end of a culvert crossing the said Old Ferry Road at the apparent centerline of Young's Brook;

Thence southerly by the centerline and thread of Young's Brook, also known as Phinney's Creek, and continuing southerly by the waters of Bailey Cove, and continuing by the waters of Bailey Cove and the Back River generally southerly to the most southerly part of Bailey Point, and then easterly and northerly around Bailey Point by the waters of the Back River to the said point of beginning.

### Exhibit B Legal Description of ISFSI Licensed Area

A certain lot or parcel of land with improvements thereon situated at the former Maine Yankee Atomic Power Generation site in the Town of Wiscasset, Lincoln County, Maine.

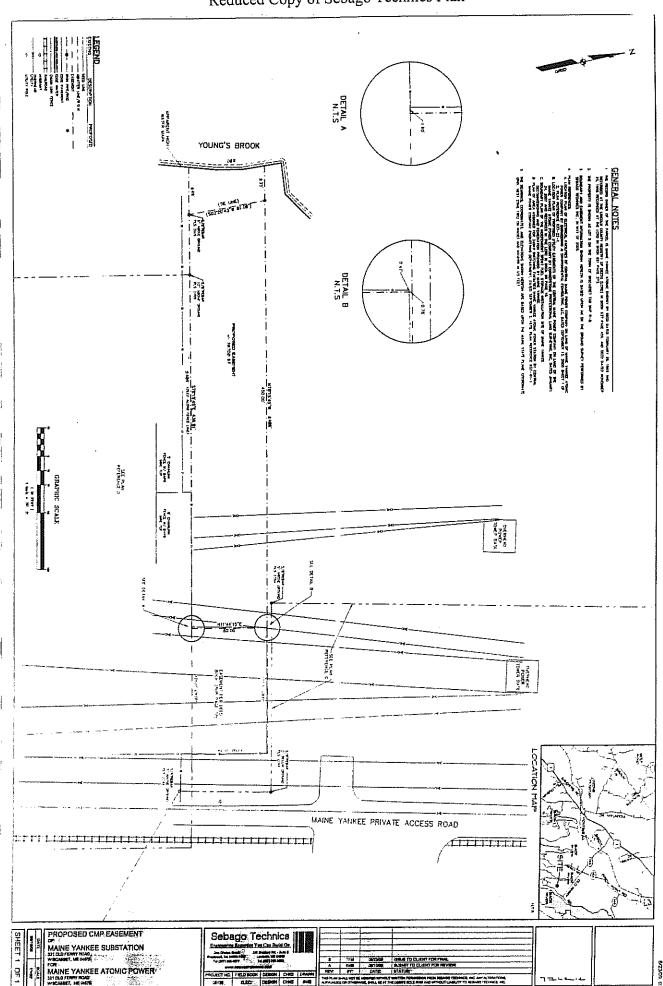
Commencing at an aluminum disk labeled "Mon 3" on a plan entitled "ISFSI Grading Plan", prepared by Stone & Webster Engineering Corporation Denver, Colorado, Drawing Number 0819616-EY-3A-6, last noted revision 12-3-02, thence:

S 15"18'08" E	A distance of one hundred eleven and 22/100 feet (111.22') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294" being the point of beginning, thence;
S 61°37'00" E	A distance of seven hundred four and 53/100 feet (704.53') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
S 35°37'07" W	A distance of seven hundred forty five and 18/100 feet (745.18') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
N 47°27'18" W	A distance of four hundred ninety eight and 96/100 feet (498.96') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
N 12°56'14" E	A distance of ninety six and 48/100 feet (96.48') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
N 78°01'59" W	A distance of one hundred ninety eight and 55/100 feet (198.55') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
N 12°58'16" E	A distance of five hundred thirty five and 56/100 feet (535.56') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
S 77°03'44" E	A distance of one hundred ninety eight and 17/100 feet (198.17') to a 5/8" rebar set with a yellow cap labeled "SGC PLS2294", thence:
S 77°04'04" E	A distance of forty two and 11/100 feet (42.11') to the point of beginning.

The above-described lot contains 11.96 acres, more or less.

Bearings are referenced to the west zone of the Maine State Coordinate System, NAD 1927.

Exhibit C Reduced Copy of Sebago Technics Plan



D

Received LINCOLN COUNTY REGISTRY OF DEEDS REBECCA S. WOTTON: REGISTER