DEVELOPMENT CONTRACT

THIS CONTRACT made between Central Maine Power Company ('the Company'), a Maine corporation with a mailing address of 740 Main Street, Lewiston, ME 04240, and Colley Hill Estates, ('the Developer'), with a mailing address of PO Box 905, Gray, ME 04039.

WITNESSETH

WHEREAS, the Developer wants electric service available to customers at the proposed Colley Hill Associates Development ('the Development'), located at Lewiston Road in the City/Town of Gray, Cumberland County, Maine; and,

WHEREAS, provision of electric service to the Development will necessitate the Company's expending a substantial sum of money in extending its lines and installing certain electric facilities in order to make electric service available at such Development; and,

WHEREAS, the Company is willing to extend electric service to the Development, provided it can be assured an adequate return on its capital investment and other costs while the Development is being completed; and

WHEREAS, as of the date of the execution of this Agreement, the line extension does not meet the Company's customer density requirements of 300 feet per customer as set forth in its Terms and Conditions as these Conditions are filed with the Maine Public Utilities Commission; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed by the parties, it is agreed as follows:

1. The Company will, subject to causes beyond its control and subject to the terms and conditions herein contained, and provided it is able to obtain the necessary easements and permits in form satisfactory to it, construct and install a line extension together with appurtenant equipment and facilities, beginning at extending from CMP pole 34 Lewiston Road, Gray with URD primary, easterly, a distance of 1725 feet to serve development. This will include 7 padmount transformers..
2. The Developer will:

   a) pay to the Company in advance of construction the amount of Thirteen Thousand Nine Hundred Thirty-Six and 76/100 Dollars ($13,936.76) as a contribution in aid of construction [the (2)(a) contribution] subject to impacts of the Tax Reform Act of 1986, which will be refundable under Section (9) below except as provided in Section (3) below; and

   b) pay to the Company in advance of construction the amount of Four Thousand Four Hundred Twenty-Three and 50/100 Dollars ($4,423.50) representing the Company's additional expense associated with the impact of the Tax Reform Act of 1986 on the (2)(a) contribution; and

   c) pay to the Company monthly, 1.45% of the (2)(a) and (2)(c) contributions toward operation and maintenance charge for this additional extension in the amount of Two Hundred Two and 08/100 Dollars ($202.08) per month. This monthly payment shall be increased or decreased to reflect changes in the Company's standard reimbursement charge for operation and maintenance when such changes are approved or accepted by the appropriate regulatory body.

3. It is mutually understood that:

   a) the signed contracts and the payments required by Section (2) above shall be received by the Company and the Developer shall be ready for work to commence within six (6) months of the latter date of the signatures below or this Contract and estimate shall terminate and the obligations of both parties shall be null and void; and

   b) the amounts stated in Section (2)(a), (b) and (c) are based on an estimate of CMP's cost to construct the line. On the first anniversary of the Date of Contract, the Company will determine the actual construction costs associated with the line and review the actual costs and adjust the contract to the actual costs. If the total of these costs is lower than the estimate, CMP shall refund the difference between the amount paid and the actual cost. If actual costs are higher than estimated costs, the developer shall pay the additional costs and an amendment to this Contract will be executed; and

4. Failure of the Developer to pay monthly or annual charges payable under the provisions of this Contract, or failure to comply with any other provision herein, shall be deemed a default under this Contract unless the sums due are paid, or other failure corrected, within thirty (30) days of written notice by the Company to the Customer. In the event of default, any funds the Developer paid to the Company pursuant to this Contract currently held by the Company, including contributions and taxes, shall become the nonrefundable property of the Company. The Developer shall have no rights to said funds by refund or otherwise. In addition, in the event of default, all remaining payments due under this Contract shall be due and payable. The Developer shall also be liable for all the Company's costs related to the Developer's default, including attorneys' fees and collection costs.

5. The Developer will also furnish, without cost to the Company, the necessary pole line easements in form satisfactory to the Company, including the right to cut, trim, spray and remove such trees, branches, and underbrush as in the opinion of the Company will interfere with or endanger the operation and maintenance of said line extension.

6. The Developer will also be responsible for clearing of road right-of-way prior to the Company's constructing said line extension. After the completion of said line extension, the Company will thereafter be responsible for the cost of operation and maintenance of said line extension (except as provided in Section 2(c) herein); provided, however, that the Developer will pay to the Company any and all excess costs associated with the installation of underground service in the Development including padmount transformers when installed to serve new customers within the Development. Said excess costs will be billed in accordance with the Company's excess cost policy in effect at the time of the request for service and shall be payable prior to installation.

7. The Company will render electric service to new customers in the Development who qualify for single phase service; provided, however, that for any new customer requesting service within the Development, the Developer will be responsible for payment to the Company of the excess cost of any new secondary cable run, primary cable run and/or transformer required to serve that customer.

8. The Company will extend its primary line beyond the initial installation to serve new customers within the Development. The Developer agrees to pay the Company an additional contribution equal to the cost of constructing said new extension (or equivalent overhead extension plus excess costs if underground) plus an amount representing the Company's additional expense associated with the impact of the Tax Reform Act of 1986 on said contribution in aid of construction; and the Company shall amend Sections (2)(a), (b), and (c) of the original Contract to the correct total contribution for overhead service, new operation and maintenance charge and new tax amount, and Section (9), rate per foot for refunds. Additional extensions outside the initial Development shall be made subject to other Contract arrangements which are in accordance with the Company's applicable Terms and Conditions as filed with the Maine Public Utilities Commission.

9. The Company will review the line extension annually, on the anniversary of the Contract and make any refunds of the contribution, within 60 days after said anniversary, for new customers taking permanent service during the past year based upon 300 feet per customer, refunds to be figured at the per foot construction rate of Eight and 08/100 Dollars ($8.08 per foot). Likewise, the operation and maintenance charge to the Developer will be adjusted to reflect any refunds of the contribution. Such adjustments will continue until the Developer's entire contribution has been refunded at which time this Contract will be canceled. Any refunds of the contribution made under the terms of this Contract within the first ten (10) years shall also be reflected by refunds of the amounts provided in Section (2)(b) based on the Company's then current Terms and Conditions.

10. The Company will, on the fifth anniversary date of this Contract or on any anniversary date thereafter, pay to the Developer the original contribution or remaining unrefunded portions thereof made by the Developer toward the original cost of constructing said line extension if the average length of line per customer taking permanent electric service in the Development has dropped to 2,000 feet or less. The operation and maintenance charge will also cease and this Contract shall be canceled.

11. The electric service furnished and delivered by the Company shall be subject to the Company's Terms and Conditions as the same are filed with the Maine Public Utilities Commission on the date hereof, or as the same may hereafter be changed or modified by statute or by approval of said Commission.

12. All notices shall be deemed sufficient if sent by mail, postage prepaid, to the Company and to the Developer at the addresses first written above.

13. This contract shall become effective when signed. At the time the line is energized, or ready to be energized, the Date of Contract will be established and billing of the monthly operation and maintenance charges will commence and shall continue thereafter in full force and effect. The Date of Contract shall be noted below. The word 'Developer' as used in this contract shall include the Developer's successors and assigns.

14. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Contract shall not be assigned by the Developer without written consent of the Company.

IN WITNESS WHEREOF, the said parties have executed this contract or caused it to be executed by their duly authorized representative in their behalf. This contract shall be null and void unless executed by all parties and payments made as required herein and Developer has satisfied all obligations within six months of the dates of the signatures below.

Colley Hill Estates

By _____

Michael G. Cobb
President

Central Maine Power Company

By _____

Elizabeth J. Brann
Business Supervisor

State of Maine

County of Cumberland, ss.

The above named Michael G. Cobb, personally appeared before me this 12 day of April, 2000 and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Colley Hill Estates.

SEAL

_____
Notary Public/~~Attorney~~
Printed Name:
My Commission Expires:

JULIE A. MASON
Notary Public, Maine
My Commission Expires October 4, 2005

State of Maine

County of Androscoggin, ss.

SEAL

The above named Elizabeth J. Brann, Business Supervisor of Central Maine Power Company, personally appeared before me this 9th day of June 2000 and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Brenda S. Carleton
Notary Public/~~Attorney~~ Brenda S. Carleton
Printed Name:
My Commission Expires: 8-10-02

FOR COMPANY USE ONLY

Date Of Contract: 6-9-00

Account #: 551-1188482-001

Work Order/WR #: 051-06098-9905108405

STATE OF MAINE
County Of_____
REGISTRY OF DEEDS
Received On_____at____H____M____M
and recorded in Book_____Page_____
Attest_____Register

SPACE BELOW FOR REGISTRY OF DEEDS USE ONLY

RECEIVED
RECORDED REGISTRY OF DEEDS
2001 FEB -7 AM 8:45
CUMBERLAND COUNTY
John B O'Brien