

**DISTRIBUTION PIPELINE, PERMANENT EASEMENT AND
RIGHT-OF-WAY AGREEMENT**

That the undersigned Grantor, for good and valuable consideration, paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto Grantee, its successors and assigns, a Distribution Pipeline, Permanent Easement and Right of Way Agreement (“Agreement”) described below, to construct, inspect, operate, repair and maintain a gas pipeline and/or pipeline system and extensions thereto, and a Temporary Easement, together with all necessary appurtenances in, across, under, over and through the property described below (collectively referred to herein as "Easement"):

GRANTOR: TOWN OF FALMOUTH
271 FALMOUTH ROAD
FALMOUTH, MAINE 04105

GRANTEE: SUMMIT NATURAL GAS OF MAINE, INC.
7810 SHAFFER PARKWAY, SUITE 120
LITTLETON, CO 80127

Legal Description of “Property” Subject to Easement:

<LEGAL DESCRIPTION PENDING>

County of CUMBERLAND , State of Maine

Property Address: 20 HAT TRICK DRIVE, FALMOUTH, MAINE 04105

Consideration: \$10.00 and other good and valuable consideration.

Legal Description of Easement: See Exhibit A attached hereto.

After recording, return to:
Summit Natural Gas of Maine, Inc.
7810 Shaffer Parkway, Suite 120
Littleton, CO 80127

Grantor and Grantee agree as follows:

1. Grantor hereby gives, grants, bargains, conveys and warrants to Grantee, its successors, and assigns, a free and unobstructed Permanent Easement and Temporary Easement, as described in Exhibit A, that is 25 ft. wide during construction reverting to a permanent 10 ft. width after construction, the additional width during construction shall sometimes herein be referred to as "Temporary Easement," along a route, the location of which has been agreed to by the parties herein (the location of the pipelines constructed to evidence such agreed route), to lay, construct, inspect, maintain, repair, operate, replace, relocate, and abandon in place, in whole or in part, a pipeline or, from time to time, for the transportation of gas, which can be transported through a pipeline and all appurtenant facilities thereto, including without limitation, markers, as required by any applicable federal, state, or local code, rule or regulation, which may be located above or below ground, and other appurtenances located below ground, as may be necessary or convenient in the operation of said pipeline (hereafter "Pipeline Facilities," all of which shall be and remain the property of Grantee), across and under property which Grantor owns or in which Grantor has an interest.

2. Grantor has the right to grant and convey the Easement and will execute such further assurances pertaining to the Easement as may be requisite. Grantee shall have quiet possession of the Easement and all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of access across the property of Grantor, allowing Grantee complete ingress and egress privileges to enter and exit from the Easement, and the right from time to time to cut all trees and undergrowth and remove other obstructions that in Grantee's sole judgment may injure, endanger or interfere with the use of the said Pipeline Facilities as more further described in Exhibit B. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantee's rights hereunder. Grantor hereby reserves the right to use the Easement in any manner, other than for the purposes granted to Grantee herein, which purposes are exclusive to Grantee. Grantor's use of the Easement herein reserved will not prevent or interfere with the exercise by Grantee of its rights hereunder. In no event will Grantor, without the prior written consent of Grantee, construct, or permit to be constructed, any house, building, pipeline, utility line(s) or any other structure or facility on or within the boundaries of the Easement, or change the grade or, remove dirt from, or impound water over the surface of the Easement. Grantor also agrees to allow changes in the Easement as shown on Exhibit A to comply with DEP requirements for maintaining the required distances from existing drainage routes, creeks, streams, well sites, pipelines and other utilities or any other environmental concerns.

3. Grantor also grants to Grantee, its successors and assigns, a Temporary Easement for the use as temporary workspace adjacent to both sides of the Permanent Easement to facilitate the construction of the Pipeline Facilities which is generally shown on the attached drawing and described as Temporary Easement. The Temporary Easement will expire after the Pipeline Facilities are placed in service, except to the extent and for the time necessary to satisfy any and all requirements and conditions of any governmental authority with regulatory authority or purview over permits, construction, etc., or the Pipeline Facilities.

4. This Agreement shall constitute covenants running with the land, binding upon Grantor, its heirs, legal representatives, successors, and assigns for the benefit of Grantee, its successors, and assigns. Grantee's rights hereunder may be assigned, leased, and pledged in whole or in part to one or more assignees and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

5. The consideration paid by Grantee to Grantor includes any and all damages sustained by any original construction of the Pipeline Facilities, including without limitation, cutting trees and damages to land, landscaping, fences, and growing crops. However, after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages caused by keeping the Easement clear of trees, landscaping, undergrowth, brush, structures, or any other obstructions.

6. This Agreement and any addenda or exhibits, including but not limited to, Exhibits A and B incorporated herein by this reference, constitute the entire understanding among the Grantor and Grantee with respect to the subject matter hereof, superseding all negotiations, prior discussions, prior agreements and understandings relating to the subject matter.

7. At the conclusion of Grantee's construction of the Pipeline Facilities, Grantee shall maintain and/or restore the land to the same condition as is practicable and shall indemnify and hold Grantor harmless from any claims for damage to property or injury to persons that may arise due to Grantee's negligence on Grantor's land during the original construction, except to the extent and in proportion that such claims, injuries, damages and/or liability are caused by the negligence of Grantor, its heirs, successors and/or assigns.

8. This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties of signing regardless of whether all of the owners join in the granting of the Easement and the failure of any party named herein as Grantor to sign this Easement shall not affect its validity as to those whose signatures appear herein or on a counterpart hereof.

9. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement. This Agreement may not be amended or modified except in writing, and executed by both parties.

10. Grantee shall be entitled to cause this Agreement to be recorded in the office of the Register of Deeds in the registry district in which the Easement is located.

[Signature Page to Follow]

WITNESS THE EXECUTION OF THE EASEMENT this _____ day of December, 2014.

Grantor:

(Signature)

NATHAN POORE
Printed Name:

FALMOUTH TOWN MANAGER
Title:

STATE OF MAINE)
) ss.
COUNTY OF CUMBERLAND)

The foregoing Easement was acknowledged before me this ____ day of December 2014, by Nathan Poore, as Town Manager of Falmouth, Maine, as Grantor of the Easement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

(Seal) _____
 Notary Public

My commission expires: _____

EXHIBIT A

DESCRIPTION OR APPROXIMATE LOCATION OF EASEMENT

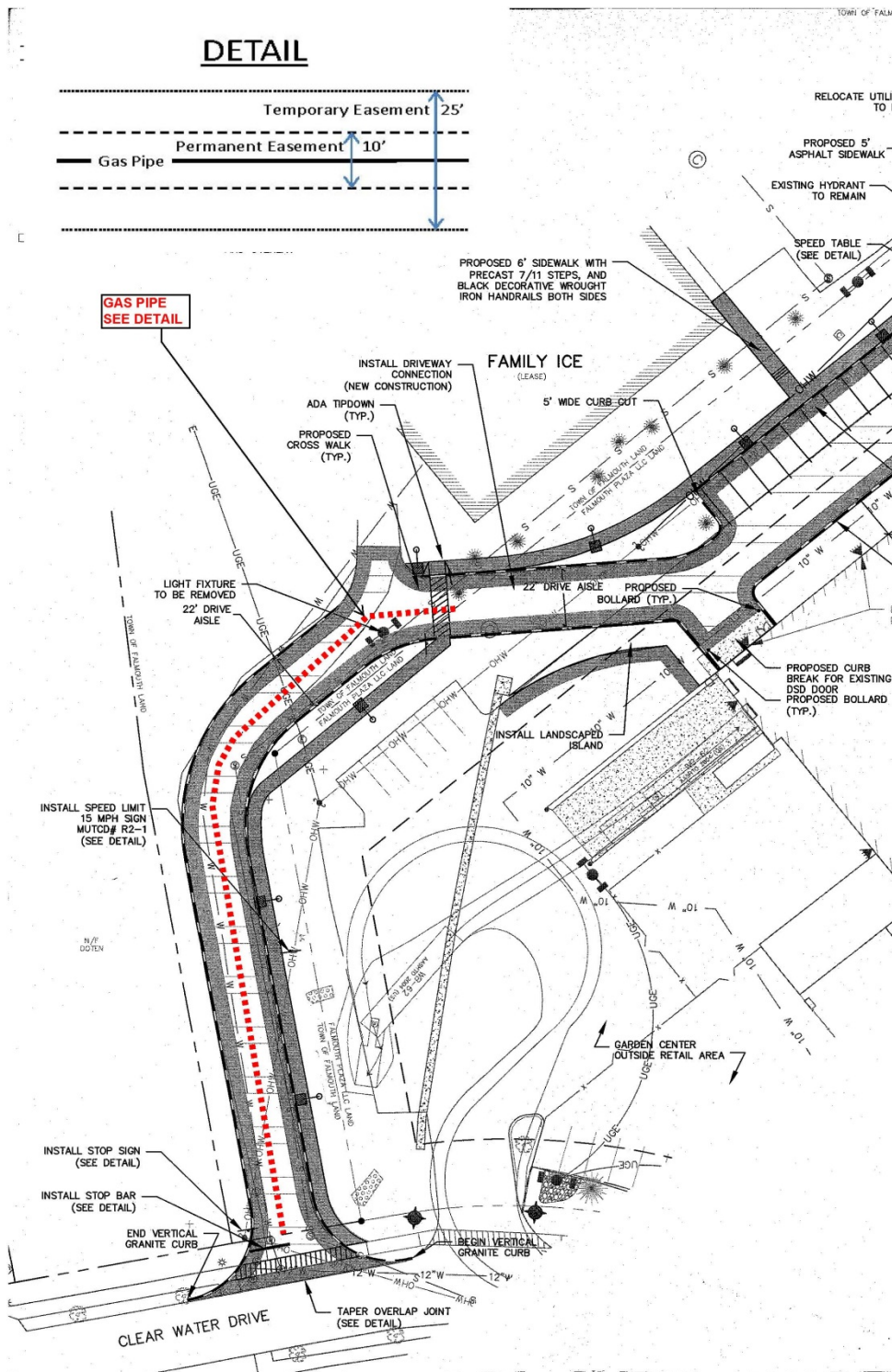


EXHIBIT B

ADDENDUM

This Exhibit B, Addendum is attached and made a part of that certain Distribution Pipeline, Permanent Easement and Right-of-Way Agreement ("Agreement") dated the ____ day of December, 2014 by and between the Town of Falmouth, hereinafter Grantor, and Summit Natural Gas of Maine, Inc., hereinafter, Grantee.

1. **ABOVE GROUND APPURTENANCES:** Grantee shall cause no above-ground appurtenances to be constructed on this Easement unless negotiated with Grantor, with the exception of appurtenances necessary for the safe operation of the pipeline, including, pipeline markers, as required by any applicable federal, state, or local code, rule or regulation, which shall be placed, when possible, in such a manner so as not to interfere with Grantor's use of the Property.
2. **RESTORATION:** At the conclusion of each of Grantee's entry on the Permanent Easement and the Temporary Easement (as defined in the Agreement), Grantee shall restore the Property as nearly as is practicable to the condition it was in prior to such entry. In addition, in the course of restoration, Grantee agrees to restore the surface of the Permanent Easement and the Temporary Easement with grass seed comprised of meadow mix, clover and timothy.
3. **CLEANUP:** All foreign materials resulting from construction and restoration will be removed from the subject site.
4. **NON-EXCLUSIVE EASEMENT:** It is agreed that this Easement is non-exclusive and that other uses are permitted, provided that other easements and uses do not interfere with the safety, operation, or maintenance of the Grantee's Pipeline Facilities and Grantee consents to such uses as required in the Agreement.
5. **LANDSCAPING:** The Grantor reserves the right to landscape, including trees and shrubs, and randomly berm the Easement area, provided berms are not continuous and that do not exceed 4 feet in width, unless otherwise approved in writing by the Grantee.
6. **FENCING:** Grantor reserves the right to fence on and across the Easement as needed. Grantee acknowledges and consents to the right of the Grantor to perform such improvements provided it does not interfere with the rights granted to Grantee herein. In the event the Grantee elects to repair, upgrade, expand or extend the Pipeline Facilities, or any other area contained in and described by this Permanent Easement, and such action requires the removal of or damage to any such improvements as described in this Section, the parties agree that any cost or labor required to restore any damage to the Grantor's improvements shall be the sole responsibility of the party performing the removal or causing the damage to any such improvements as described in this Section. Grantee shall not be responsible for damage to fencing constructed after installation of the Pipeline Facilities.
7. **PARKING AND ACCESS SURFACES:** Grantor reserves the right to pave over the underground Pipeline Facilities, Easement areas, access areas, and parking areas. Grantee

acknowledges and consents to the right of the Grantor to perform such improvements provided it does not interfere with the rights granted to Grantee herein. In the event the Grantee elects to repair, upgrade, expand or extend the Pipeline Facilities, or any other area contained in and described by this Easement, and such action requires the removal of or damage to any such improvements as described in this paragraph, the parties agree that any cost or labor required to restore any damage to the Grantor's improvements shall be the sole responsibility of the party performing the removal or causing the damage to any such improvements as described in this Section. Grantee shall not be responsible for damage to parking and access surfaces constructed after installation of the Pipeline Facilities.

8. **FUTURE USE:** Upon completion of construction of the Pipeline Facilities, the location, burden, scope of use, and footprint shall be fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade, expand, repair or extend any pipelines in the future, on, across and within the Easement so as to enable Grantee to furnish service, and within the Easement the right to increase or decrease the size, capacity or number of pipelines, as Grantee may deem necessary or advisable.
9. **DEPTH:** The underground Pipeline Facilities shall be buried to a depth as required by the regulations promulgated by the Maine Public Utilities Commission.
10. **ACCESS:** After construction is complete, Grantee is only entitled to access on the Permanent Easement, not on any other part of Grantor's property unless permission is granted, or in the event of an emergency, except to the extent and for the time necessary to satisfy any and all requirements and conditions of any governmental authority with regulatory authority or purview over permits, construction, etc. or the Pipeline Facilities. The Grantor hereby reserves the right of ingress and egress over and across the Easement described herein, for the use and benefit of the Grantor, his/her successors or assigns.
11. **ENVIRONMENTAL DAMAGE.** Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, damage, liability, cost, penalty, fine or expense, including Grantor's reasonable attorney's fees, for any environmental damages arising from the presence or use of hazardous materials caused, permitted or suffered by Grantee's use of the Easement or arising in any manner whatsoever out of the violation of any environmental requirements, whether local, state or federal, pertaining to Grantee's activities on the Easement ("Environmental Damage(s)"). Grantee shall be responsible for, and control all aspects of, any clean-up, disposal or compliance for any and all Environmental Damages required by local, state and/or federal law caused by Grantee. Grantee shall be responsible for the hiring, management of, and costs associated with, (i) any third-party inspection of the site by an engineer, environmental consultant, surveyors, etc.; and (ii) any third-party remediation company, if applicable, as required by federal, state or local authorities as a result of possible Environmental Damages. Any such clean-up shall be performed in accordance with federal, state or local generally accepted standards, as applicable, regarding the sufficiency of the clean-up and whether such clean-up complies with local, state and/or federal law.
12. **COMPLETION OF CONSTRUCTION:** The construction period shall begin with the laying of the pipe and will terminate no later than 12 months from the date the laying of the pipe begins on Grantor's property, unless construction is delayed by a cause or causes normally categorized as an event or events of force majeure.
13. **ROAD CROSSINGS:** Grantor shall have the right to cross the Easement herein granted with a private paved or concrete driveway, roadway or sidewalk; provided, however, that any such new

crossings will (i) be at an angle of between 75 to 90 degrees, and (ii) not result in the cover over the pipeline being reduced to less than three (3) feet. Grantor shall provide Grantee with at least fourteen (14) days written notice prior to the construction of such road. Notwithstanding the foregoing, and provided that sufficient depth of the pipe is maintained, Grantor may use the road currently located on the property. In performing such construction or installing such road crossings, Grantor shall defend, indemnify, and hold harmless the Grantee from all cost, loss, damage, expense, or claims of any nature arising from or in any way related to Grantor's activities. Grantee acknowledges and consents to the right of the Grantor to perform such improvements provided it does not interfere with the rights granted to Grantee herein. In the event the Grantee elects to repair, upgrade, expand or extend the Pipeline Facilities, or any other area contained in and described by this Easement, and such action requires the removal of or damage to any such improvements as described in this Section, the parties agree that any cost or labor required to restore any damage to the Grantor's improvements shall be the sole responsibility of the party performing the removal or causing the damage to any such improvements as described in this Section. Grantee shall not be responsible for damage to road crossings constructed after installation of the Pipeline Facilities.

14. **NATURAL DISASTERS:** In the event that washouts, erosion or other natural causes require a relocation of some portion of the Pipeline Facilities, Grantee shall have the right to relocate the Pipeline Facilities in a reasonable manner, at Grantee's expense, including a re-survey of the Easement location, if necessary.
15. **ADDITIONAL LICENSES OR EASEMENTS:** Grantee may request and Grantor shall consent in writing to the grant of such additional licenses or easements to unrelated third-party utilities, including but not limited to electrical utilities, as may be reasonably necessary for the safety, operation, or maintenance of the Grantee's Pipeline Facilities.
16. **NOTICE:** Except for emergencies and annual leak surveys, the Grantee will make reasonable effort to provide the Grantor with advance notice of any activity that will cause surface disturbance.
17. **TERMS:** Terms not defined herein shall have the definition as defined in the Agreement.
18. **LEGAL REPRESENTATION:** Grantor and Grantee represent to each other (1) that they have consulted an attorney concerning the Pipeline Facilities, Permanent Easement and Right-of-Way Agreement and related exhibits and addenda or, if they have not consulted an attorney, that they were provided the opportunity and had the ability to so consult, but made an informed decision not to do so, and (2) that they fully understand their rights and obligations under this Agreement.

Acknowledged by Grantor:
Town of Falmouth

Nathan Poore, Falmouth Town Manager, Grantor