

EASEMENT AND RELOCATION AGREEMENT

THIS EASEMENT AND RELOCATION AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2014, by and between **FALMOUTH CONSERVATION TRUST**, a non-profit corporation organized and existing under the laws of the State of Maine ("Grantor"), and **NORTHERN UTILITIES, INC.**, a corporation organized and existing under the laws of the State of New Hampshire and having a place of business at 1075 Forest Avenue, Portland, County of Cumberland, and State of Maine ("Grantee"). The **TOWN OF FALMOUTH**, a municipality organized under the laws of the State of Maine (the "Town") joins in this Agreement as set forth in the Joinder hereto.

WHEREAS, Grantor owns certain real property located in the Town of Falmouth, County of Cumberland, and State of Maine and described in instruments recorded in the Cumberland County Registry of Deeds in Book 17953, Page 254 and Book 19183, Page 79 ("Grantor's Property"); and

WHEREAS, Grantee owns and operates an existing pipeline or pipelines for the purpose of transporting natural and/or artificial gas, together with all necessary meters, fittings, fixtures, equipment and appurtenances (collectively, the "Pipeline"), portions of which are located on Grantor's Property and portions of which are located on adjacent property of the Maine Turnpike Authority; and

WHEREAS, the Maine Turnpike Authority is undertaking bridge reconstruction work on its property in the vicinity of Grantor's Property and requires Grantee to relocate a portion of the corridor for the Pipeline in connection therewith (the "Pipeline Relocation Work"); and

WHEREAS, the Pipeline Relocation Work necessarily includes the re-routing of the Pipeline from one portion of Grantor's Property to the Relocated Pipeline Easement Area (as that term is defined in Section 1(A) of this Agreement); and

WHEREAS, Grantor is willing to grant to Grantee the necessary easement rights with respect to the Relocated Pipeline Easement Area, on the terms and conditions set forth in this Agreement.

WHEREAS, Grantee's existing pipeline easement rights imply the right for it to access and temporarily use areas next to its easement corridors to install, operate, maintain, repair, replace, and remove the Pipeline;

WHEREAS, Grantee must access and temporarily use areas next to its existing and relocated easement areas where shown on Exhibit A (the "Temporary Work Areas") to undertake the Pipeline Relocation Work;

WHEREAS, Grantor is in agreement with Grantee's right to temporarily use the Temporary Work Areas so long as Grantee complies with, and subject to the conditions, limitations, and re-vegetation requirements set forth herein;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS, that Grantor hereby

GRANTS to Grantee the easements hereinafter described, affecting portions of Grantor's Property as more particularly described in this Agreement.

1. Easement in Relocated Pipeline Easement Area. Grantor grants to Grantee a non-exclusive easement in gross affecting the portion of Grantor's Property described in Section 1(A), the scope and purpose of said easement being more particularly described in the provisions below.

A. Relocated Pipeline Easement Area. The portion of Grantor's Property burdened by the easement described in this Section 1 is as follows:

A forty foot (40') wide strip of land, the centerline of which will be the centerline of Grantee's Pipeline as relocated on Grantor's Property (the "Relocated Pipeline Easement Area"), the approximate location of said Relocated Pipeline Easement Area being depicted on Exhibit A.

B. Scope and Purpose of Easement Affecting Pipeline Easement Area. The scope and purpose of the easement described in this Section 1 and affecting the Relocated Pipeline Easement Area is the perpetual right to enter upon Grantor's Property and access the Relocated Pipeline Easement Area and utilize the Relocated Pipeline Easement Area to install, operate, maintain, protect, repair, replace, and remove the Pipeline or any portion thereof. Grantee agrees that Grantee will install the Pipeline in the Relocated Pipeline Easement Area below the surface of the ground using a horizontal drilling procedure working from the Temporary Work Areas (as described in Section 2 of this Agreement) so as to not to alter the surface of the Relocated Pipeline Easement Area.

C. Extinguishment and Release of Rights in Former Pipeline Easement Area. Following the installation of the Pipeline in the Relocated Pipeline Easement Area, Grantee's rights and easements in and to the portion of Grantor's Property from which the Pipeline was relocated shall terminate and Grantee shall be deemed to have released such rights and easements.

2. Conditions and Limitations on Grantee's Use of the Temporary Work Areas.

Grantee agrees that its use of the Temporary Work Areas shall comply with the conditions and limitations and re-vegetation requirements as described and depicted in a plan reviewed and approved by Grantor on March 27, 2014 as described on the attached Exhibit B ("Re-vegetation Plan"), including, upon completion of the relocation work, Grantee's removal of the temporary gravel and fill placed in the Temporary Work Areas and completing the replanting specified in the Re-vegetation Plan.

3. Miscellaneous.

Grantor reserves the right to use and enjoy the Relocated Pipeline Easement Area provided that such use and enjoyment does not materially interfere with the use of said areas for the purposes described herein and further provided that no building, structure, concrete sidewalk or pad, or other improvement, excepting unpaved footpaths, will be installed, erected or

constructed on or along the Relocated Pipeline Easement Area and Grantee shall have the right from time to time to keep the Relocated Pipeline Area clear of growth and other obstructions that may injure, endanger, or interfere with the Pipeline or Grantee's rights hereunder.

All references to "Grantor" and "Grantee" herein shall also refer to and mean their respective heirs, executors, administrators, successors or assigns.

The easements herein created shall be in gross and shall be assignable by Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FALMOUTH CONSERVATION TRUST

Name: _____

By: _____
Name: _____
Its: _____

STATE OF MAINE

County of _____, ss _____, 20__

Then personally appeared the above-named _____ in his/her capacity as _____ of **FALMOUTH CONSERVATION TRUST** and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of **FALMOUTH CONSERVATION TRUST**.

Before me,

Notary Public/Attorney at Law
Name: _____

NORTHERN UTILITIES, INC.

Name: _____

By: _____
Name: _____
Its: _____

STATE OF MAINE

County of _____, ss _____, 20__

Then personally appeared the above-named _____ in his/her capacity as _____ of **NORTHERN UTILITIES, INC.** and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of **NORTHERN UTILITIES, INC.**

Before me,

Notary Public/Attorney at Law
Name: _____

JOINDER OF TOWN OF FALMOUTH

The **TOWN OF FALMOUTH**, holder of conservation easements affecting the Grantor's Property, which are recorded in the Cumberland County Registry of Deeds in Book 22214, Page 23 and Book 22268, Page 23 (the "Conservation Easements"), hereby joins in this Agreement and agrees to permit the Agreement's creation and exercise of the natural gas pipeline relocation easement right and the temporary work area rights, acknowledging that said rights, subject to and conditioned upon the re-vegetation and other terms set forth in this Agreement, will not materially detract from the conservation values of the Conservation Easements.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF FALMOUTH

Name: _____

By: _____
Name: _____
Its: _____

STATE OF MAINE

County of _____, ss _____, 20__

Then personally appeared the above-named _____ in his/her capacity as _____ of said **TOWN OF FALMOUTH** and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said **TOWN OF FALMOUTH**.

Before me,

Notary Public/Attorney at Law
Name: _____

EXHIBIT A

(Plan Depicting Relocated Pipeline Easement Area and Temporary Work Areas)