

GRANT OF EASEMENT

Tract No. NAN-111
NAN-111.01
NAN-112

33

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Essex County Greenbelt Association, Inc., a Massachusetts charitable corporation, having its principal place of business at 82 Eastern Avenue, Essex, Massachusetts 01929 (hereinafter called "Grantor", whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) paid by MARITIMES & NORTHEAST PIPELINE, L.L.C., a Delaware limited liability company, having its principal place of business at 1284 Soldiers Field Road, Boston, MA 02135, (hereinafter called "Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, a permanent right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, abandoning and removing a pipeline or pipelines with above or below grade valves, tie-overs, meters, regulators, data acquisition, communication lines and devices, cathodic protection devices and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline; over, under, across, and upon the following described land of Grantor situated in the Town of North Andover, County of Essex, more particularly described as the land described in a deed from North Andover Associates to Grantor recorded with the Essex County N.D. Registry of Deeds in Book 2651, Page 310 ("the Land").

10050

The bounds of the permanent right-of-way and easement granted herein (the "Right-of-Way") are more particularly shown on the drawings each dated 10-24-01 prepared by M.J. Harden Associates, Inc., which are listed on Exhibit A hereto (the "Plans"). The Plans are attached hereto and incorporated by reference, as Tracts NAN-111, NAN-111.01 and NAN-112 on the Lands are affected hereby. Notwithstanding anything to the contrary as shown on the drawings, the permanent and temporary easement rights granted to Grantee herein shall extend to and include public or private ways, or streams and rivers to the full extent of the Grantor's interest therein.

Essex Registry of Deeds
North District

Grantor agrees to allow Grantee to windrow excess rock for permanent storage along the westerly outside edge of the permanent easement area outside of the NEPCO easement area.

Also included in the herein Grant of Easement is the use of a temporary work space as shown on the attached drawing. Said temporary work space, which shall be used for the construction of the pipeline and restoration of the permanent and temporary rights-of-way, will expire twenty four (24) months after the date of execution of this instrument.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment of use of the rights herein granted, including but not limited to, the right to remove, clear, and to keep clear, all buildings, walls, or similar structures, above or below ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, underground pipelines and conduits, which might interfere with the use of the Right-of-Way, and the free and full right of ingress and egress, over and across said Right-of-Way and easement. Grantor retains all rights as owner of the land which do not unreasonably interfere with the exercise of the rights granted to Grantee herein.

MARITIMES + NORTHEAST
5 BATCHELDER ROAD SUITE 200
SEABROOK, N.H. 03874

All pipelines shall be buried to a depth required by applicable laws and regulations.

Grantor shall not grade, excavate, fill or flood the Right-of-Way without obtaining the Grantee's prior written consent.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or if necessary, seeking an appropriate remedy in conjunction with such right or rights.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed.

We, the undersigned, hereby declare that we are proper officers of the Essex County Greenbelt Association, Inc. as of the effective date of this instrument and are empowered and properly authorized to convey the property rights contemplated herein.

IN WITNESS WHEREOF Grantors have hereunto set our hands this 21st day of March, A.D., 2002.

Witness David T. Sawo

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

Thomas Ellsworth L.S.
Thomas Ellsworth, Vice President

Witness Nous Burke McEnaney

Arthur C. Hodges L.S.
Arthur C. Hodges, Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Essex, SS.

March 21, 2002

Then personally appeared the above named **Thomas Ellsworth, Vice President**, of Essex County Greenbelt Association, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

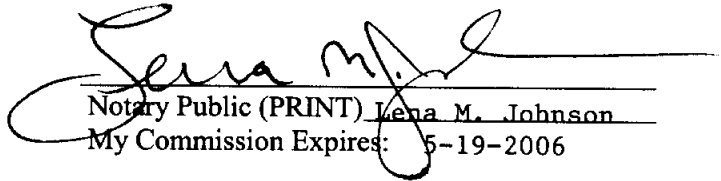
David T. Sawo
Notary Public (PRINT) David T. Santomero
My Commission Expires: Feb. 7, 2008

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, SS.

March 8, 2002

Then personally appeared the above named **Arthur C. Hodges, Treasurer**, of Essex County Greenbelt Association, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.


Notary Public (PRINT) Jena M. Johnson
My Commission Expires: 5-19-2006

NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS



741'
S08°05'33"E

S65°12'08"E

NAN-111

NEPCO EASEMENT

50'
100'

50' MBN PERMANENT EASEMENT
30' PIPELINE CENTERLINE
MBN TEMPORARY EASEMENT
25' MBN TEMPORARY EASEMENT
20' MBN TEMPORARY EASEMENT

637'

N75°31'49"W

T21'
S57°19'11"E

T21'
S40°12'43"W

NEPCO EASEMENT

- WITHIN NEPCO EASEMENT - 0.85 ACRES TEMPORARY EASEMENT
- WITHIN NEPCO EASEMENT - 0.39 ACRES PERMANENT RIGHT OF WAY
- ACTUAL LOCATION OF EASEMENT IS DETERMINED BY THE PIPELINE AS INSTALLED
- DISTANCES AND BEARINGS SHOWN ARE BASED ON COUNTY TAX MAPS AND FIELD SURVEY DATA

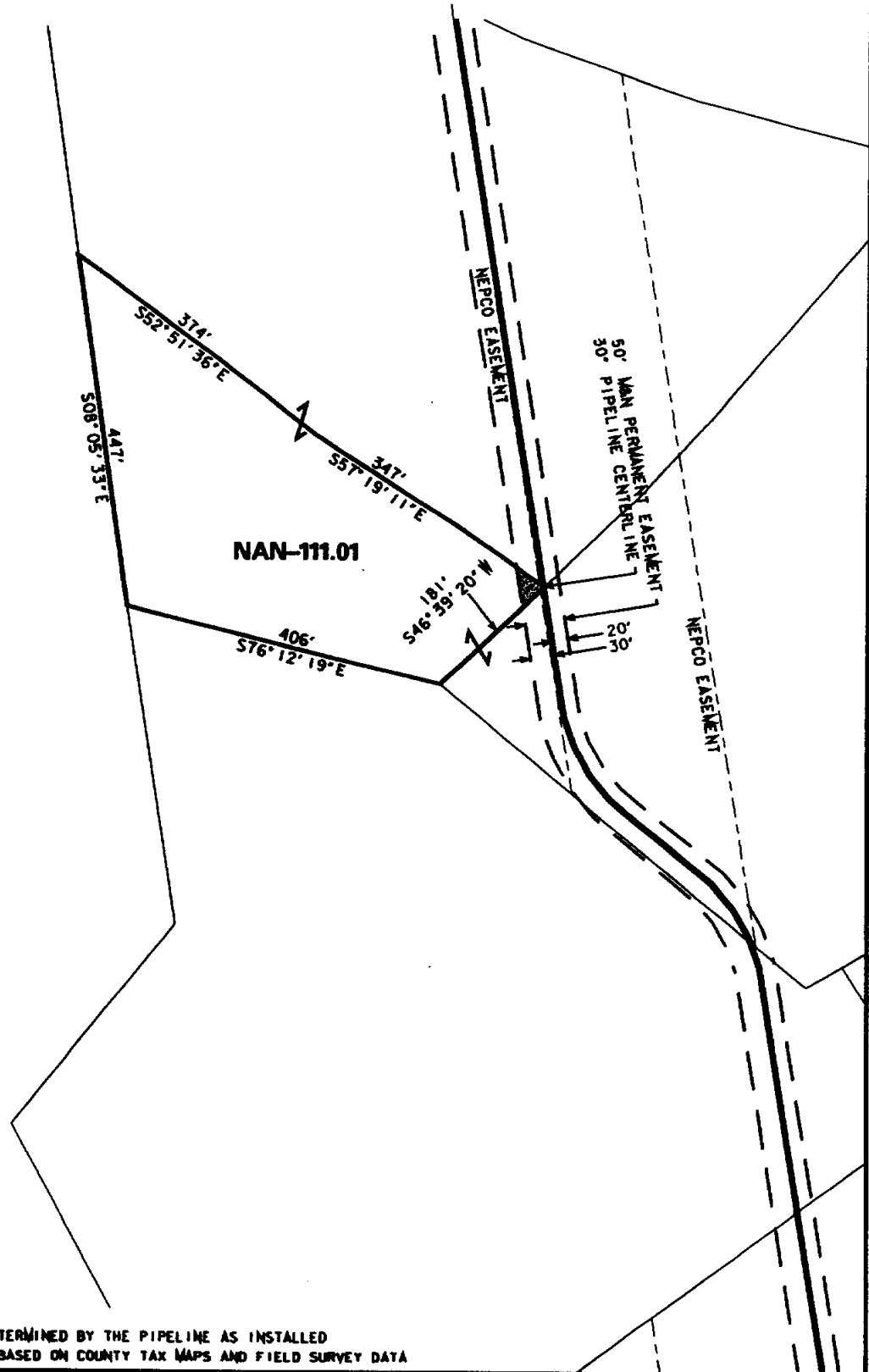
M.J. Harden Associates, Inc.
Kansas City, MO

OWNER - N / F		ESSEX COUNTY GREENBELT ASSOCIATION, INC.		TRACT NO.	NAN-111	ALIGNMENT SHEET NO.	BB-A-1007
LOCATION		NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS					
TOTAL DISTANCE ACROSS PROPERTY		743 FEET	46.03 RODS	ENG. <i>GAW</i>			
TEMP. ROW	0.85 AC.	PERM. ROW	0.84 AC.	DRN. BY	MAK	CKD. BY	<i>PW</i>
DATE	10-24-01	SCALE	1" = 200'	DWG. NO.	ms-p-0103		



**Maritimes
& Northeast
Pipeline**

NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS

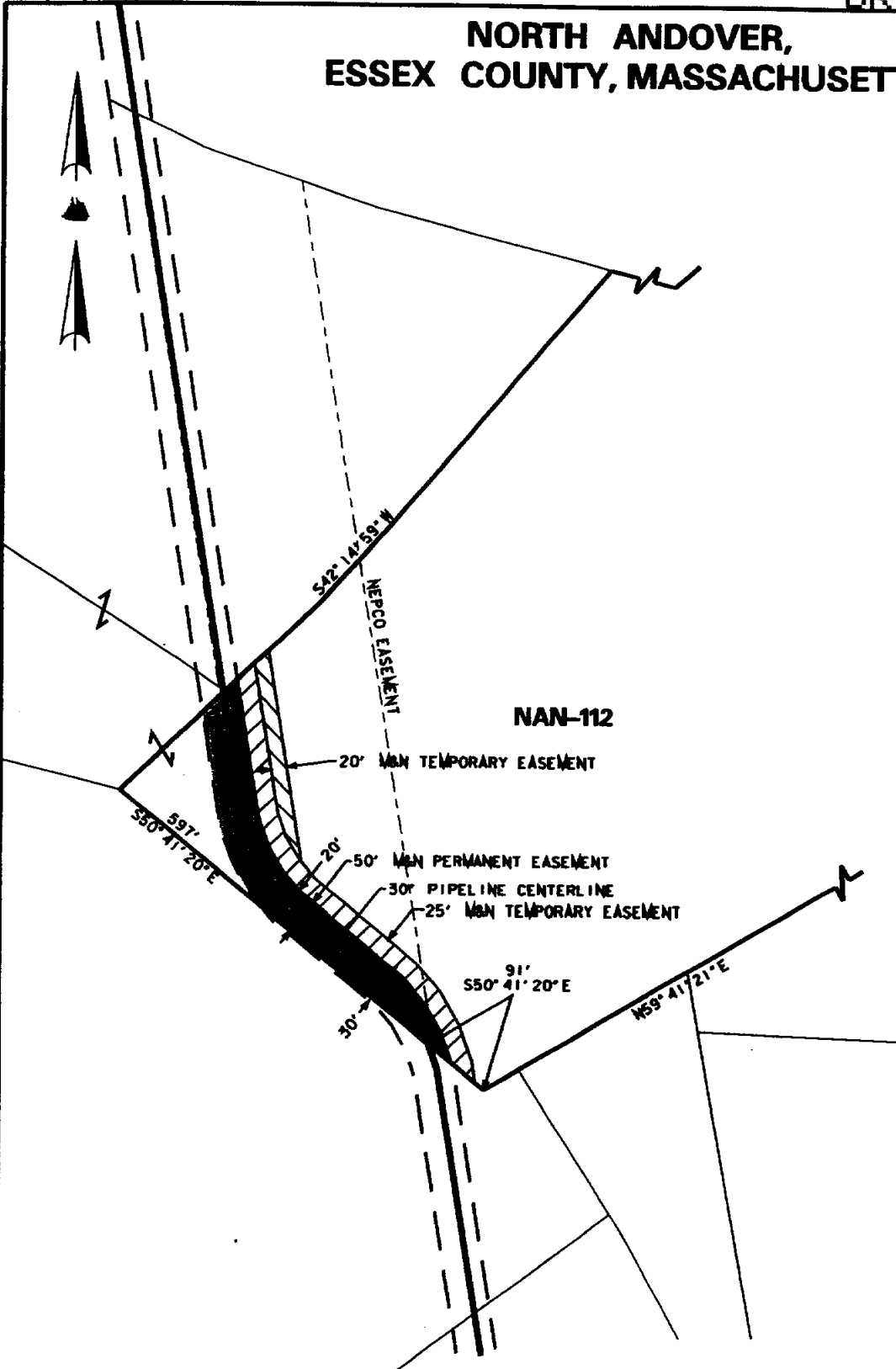


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 •DISTANCES AND BEARINGS SHOWN ARE BASED ON COUNTY TAX MAPS AND FIELD SURVEY DATA

M.J. Harden Associates, Inc.
Kansas City, MO

OWNER - N / F				ESSEX COUNTY GREENBELT ASSOCIATION, INC.				TRACT NO.		NAN-111.01		ALIGNMENT SHEET NO.		BB-A-1008			
LOCATION														<h2 style="margin: 0;">Maritimes & Northeast Pipeline</h2>			
NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS																	
TOTAL DISTANCE ACROSS PROPERTY		2.00 FEET		0.12 RODS		ENG.		GAM									
TEMP. ROW	0.00 AC.	PERM. ROW	0.02 AC.	DRN. BY	DRS	CKD. BY	PW										
DATE	10-24-01	SCALE	1" = 200'		DWG. NO.	ME-P-0104.1											

NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS



M.J. Hazden Associates, Inc.
Lowell City, MA

- WITHIN NEPCO EASEMENT - 0.39 ACRES TEMPORARY EASEMENT
- WITHIN NEPCO EASEMENT - 0.57 ACRES PERMANENT RIGHT OF WAY
- ACTUAL LOCATION OF EASEMENT IS DETERMINED BY THE PIPELINE AS INSTALLED
- DISTANCES AND BEARINGS SHOWN ARE BASED ON COUNTY TAX MAPS AND FIELD SURVEY DATA

OWNER - N / F ESSEX COUNTY GREENBELT ASSOCIATION, INC.				TRACT NO. NAN-112		ALIGNMENT SHEET NO. BB-A-1008	
LOCATION NORTH ANDOVER, ESSEX COUNTY, MASSACHUSETTS							
TOTAL DISTANCE ACROSS PROPERTY		539.00 FEET		32.67 RODS		ENG. <i>GAM</i>	
TEMP. ROW	0.46 AC.	PERM. ROW	0.58 AC.	DRN. BY	MAK	CKD. BY <i>PW</i>	
DATE	10-24-01	SCALE	1"=200'	DWG. NO.	ME-P-0104		



EXHIBIT A
to Grant of Easement Granted by
Essex County Greenbelt Association

<u>Grantee Tract No.</u>	<u>Plan Title</u>	<u>Drawing No.</u>
NAN-111	N/F Essex County Greenbelt Association, Inc.	ME-P-9103
NAN-111.01	N/F Essex County Greenbelt Association, Inc.	ME-P-9104.1
NAN-112	N/F Essex County Greenbelt Association, Inc.	ME-P-9104