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RELEASE DEED OF EASEMENT

The COMMONWEALTH OF MASSACHUSETTS, acting by and through its Division of Capital Asset Management and Maintenance having a mailing address of One Ashburton Place, Boston, Massachusetts 02018, on behalf of its Department of Conservation and Recreation ("DCR" formerly known as the Department of Environmental Management, their successors and assigns (hereinafter collectively called the "Grantor"), notwithstanding Sections 40E through 40J, inclusive of Chapter Seven of the General Laws, as amended, and acting under the authority of Chapter 264 of the Acts of 2002 ("Chapter 264"), for consideration of Ninety-One Thousand Three Hundred Dollars (\$91,300.00) paid, the receipt and sufficiency of which is hereby acknowledged and in consideration of the performance by Grantee of the covenants contained herein, does hereby release to Maritimes & Northeast Pipeline, L.L.C., a Delaware limited liability company, having a mailing address of Waltham Woods Corporate Center, 890 Winter Street, Suite 300, Waltham, Massachusetts 02451, its successors and assigns (hereinafter collectively called the "Grantee"), a permanent easement within the Easement Areas defined herein solely for the laying, constructing, maintaining, operating, replacing, repairing, abandoning and removing an interstate pipeline and appurtenant facilities for the transmission of natural gas purposes, within, over and through Commonwealth land in the town of North Andover, Massachusetts.

ESSEX REGISTER OF DEEDS
NORTH ANDOVER

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The Easement Areas and the parcels to which the easement is appurtenant are described as follows:

Pipeline easement area located on and off of the westerly side of Salem Street in the town of North Andover identified as "Pipeline Easement To Be Conveyed" as delineated in a plan identified as "Salem Street Easement Exhibit Plan Showing Pipeline Easement in North Andover, Massachusetts To Be Conveyed By Commonwealth Of Massachusetts To Maritimes & Northeast, Scale 1" = 60', dated 04/21/04" drawn by S.G.C. Engineering , LLC, Westbrook, Maine to be recorded herewith this deed. Said pipeline easement being the further identified in Chapter 264 on plans entitled "Owner-N-/F Commonwealth of Massachusetts" prepared by Northeast & Maritimes Pipeline, L.L.C. and numbered respectively as Dwg. No. ME-P-9152.1 and Dwg. No. ME-P-9153, which plans are on file with DCR.

Two (2) pipeline easement areas located on and off of the southwest side of Winter Street in the town of North Andover identified as "Pipeline Easement To Be Conveyed" as delineated in a plan identified as "Winter Street Easement Exhibit Plan Showing Pipeline Easement in North Andover, Massachusetts To Be Conveyed By Commonwealth Of Massachusetts To Maritimes & Northeast, Scale 1" = 100', dated 04/21/04" drawn by S.G.C. Engineering , LLC, Westbrook, Maine to be recorded herewith this deed. Said pipeline easement being the further identified in Chapter 264 on plans entitled "Owner-N-/F Commonwealth of Massachusetts" prepared by Northeast & Maritimes Pipeline, L.L.C. and numbered respectively as Dwg. No. ME-P-9101, Dwg. No. ME-P-9101.1, Dwg. No. ME-P-9101.2, Dwg. No. ME-P-9102, which plans are on file with DCR.

The purpose of the permanent easement is solely for the laying, constructing, maintaining, operating, replacing, repairing, abandoning and removing a thirty inch (30") interstate natural gas pipeline and appurtenant facilities all of which shall remain the property of the Grantee installing the same.

Subject to Grantee's obligations under the Natural Gas Act, 15 U.S.C. § 717 et seq., and revised Pipeline Safety Act, 49 U.S.C. § 60, 101 et seq., Grantor reserves the right from time to time to impose restrictions on the use, construction, maintenance and operation of the easement to the extent Grantor reasonably deems the same necessary to protect Grantor's land or to ensure the safety of the public using Grantor's land.

For Grantor's title to Pipeline Easement Area on Salem Street see deed by Roger M. Lowell dated November 19, 1953 and recorded with the Essex North District Registry of Deeds in Book 787, Page 214 and Pipeline Easement Area on Winter Street see deed by Foster A. Rea dated April 11, 1911 and recorded with the Essex North District Registry of Deeds in Book 331, Page 216.

By its acceptance of this easement, the Grantee agrees that all work and operations performed by Grantee pursuant to this easement shall at all times be performed in accordance with all applicable Federal, State and local laws, statutes, ordinances and regulations (collectively "Applicable Laws").

By its acceptance of this easement, the Grantee agrees to repair promptly any damage caused by the exercise of the Grantee's rights hereunder.

This easement is granted subject to the following restrictions, which shall run with the land in perpetuity and shall be enforceable against the Grantee:

1. If the Easement Areas cease to be used and are abandoned at any time for the purposes contained herein, the easement shall terminate and all interests therein shall automatically terminate and revert to the care and control of the Grantor upon recording with the Essex North District Registry of Deeds by the Grantor of a written notice of such termination and reversion executed and acknowledged by the Grantor and Grantee or an order of a court of competent jurisdiction declaring such termination or reversion.
2. The grant of easement is for the sole purpose of laying, constructing, maintaining, operating, replacing, repairing, abandoning and removing an interstate pipeline and appurtenant facilities for the transmission of natural gas and the Grantee may not utilize or grant to others permission to utilize the easement area for any other purpose.
3. After the initial construction period, and after any subsequent repairs, improvements, replacements or reconstruction the Grantee shall restore the Easement Areas to their original condition as soon as reasonably practicable, subject to the right of the Grantee to keep clear of overgrowth the permanent right-of-way as shown on the Plans referenced in the deed of easement.
4. Grantee accepts the Easement Areas in "as-is, where-is" condition.
5. The Commonwealth is under no obligation to make repairs, renovations or alterations to the Easement Areas.
6. Grantee agrees that Grantee shall enter upon and use the Easement Areas at Grantee's own risk and that the Grantee accepts complete liability for the acts, omissions and negligence of the Grantee and its officers, agents, contractors, employees and invitees while present upon the demised Easement Areas or while exercising the Grantee's rights hereunder.

7. The Commonwealth shall have no liability to the Grantee or its officers, agents, contractors, employees or invitees for any injury, death, loss or damage caused by any act of the Grantee or its invitees, officers, agents, contractors, employees or members of the general public.

8. The Grantee's use of the Easement Area is not exclusive and, subject to its obligations under Applicable Laws, the Grantee shall not unreasonably interfere with the use of the Easement Areas by the general public for general recreation/conservation purposes or with the use by Grantor for any purpose not inconsistent with the rights granted hereby to Grantee. Grantor shall not grant pipeline, electric, telecommunication or utility easements that longitudinally occupy the Easement Areas to any other persons without first obtaining the written consent of the Grantee, which consent shall not unreasonably be withheld.

9. Grantee accepts complete liability for the acts, omissions and negligence of the Grantee and its officers, agents, contractors, employees, and invitees while present upon the Demised Easement Areas or while exercising Grantee's rights hereunder. The Grantee shall indemnify the Commonwealth of Massachusetts and its employees and agents and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of the Grantee, its officers, agents, contractors, employers or invitees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof.

10. Grantee shall at all times conduct itself so as not to unreasonably interfere in any way with the operation or use of the demised Easement Areas by the DCR or any other person entitled to use the demised Easement Areas or any portion thereof. Grantee agrees to observe and obey all directives given by duly designated personnel of DCR.

11. Without limiting any of Grantee's obligations under this or any other section of the deed of easement, the Grantee agrees that it shall not cause or permit any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to or from the demised Easement Areas except in accordance with applicable law. For the purposes of this easement, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous waste", "hazardous materials", or "oil" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder.

In addition, Grantor releases unto Grantees a temporary construction easement (the "TCE") along, upon, above, under and across the strip of land as shown in plans entitled "Owner-N/F Commonwealth of Massachusetts" prepared by Northeast & Maritimes Pipeline, L.L.C. and numbered respectively as Dwg. No. ME-P-9101, Dwg. No. ME-P-9101.1, Dwg. No. ME-P-9101.2, Dwg. No. ME-P-9102, Dwg. No. ME-P-9152.1 and Dwg. No. ME-P-9153 which plans are on file with DCR for the purpose of bringing and placing on said TCE all personnel, tools, equipment, vehicles and appliances necessary to construct and install said natural gas pipeline and appurtenances.

LAWRENCE
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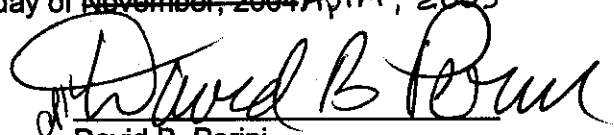
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By the acceptance of this grant of TCE the Grantee agrees that this TCE shall automatically terminate and be of no further force or effect on and after the first anniversary of the date of completion of: (1) the Grantee's initial pipeline construction in the Easement Areas and (2) the third annual growing season after restoration of the Easement Areas as evidenced by a notice setting forth the date of first entry, which notice shall be executed and recorded with said Deeds by the Grantee or the Grantee's authorized agent but in no event shall this TCE remain in effect beyond the third anniversary of the date of execution of this grant of easement unless the Grantor shall extend the same in writing.

All rights conveyed by this Release Deed shall run with the land, and are conveyed subject to all matters of record at the Essex North District Registry of Deeds.

With respect to the Grantor, Chapter 7, Section 40E of the Massachusetts General Laws provides that real property, record title to which is held in the name of a state agency or similar board of a state agency shall be deemed to be real property of the Commonwealth.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by David B. Perini, the duly appointed and authorized Commissioner of the Division of Capital Asset Management and Maintenance, on this 1st day of ~~November, 2004~~ April, 2005

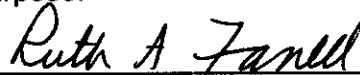


David B. Perini
Commissioner, Division of Capital Asset
Management and Maintenance

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 1st day of ~~November, 2004~~ April, 2005, before me, the undersigned notary public, personally appeared David B. Perini, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, in his capacity as Commissioner of the Division of Capital Asset Management and Maintenance, for its stated purpose.

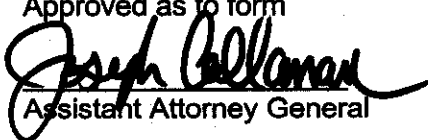


Notary Public
My Commission Expires



RUTH A. FARRELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 24, 2011

Approved as to form



Assistant Attorney General

Pursuant to Chapter 64D of the Massachusetts General Laws, no excise tax shall be due on this deed given by the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance.