

ORIGINAL

Final Co-Location Agt 09 07 07

Southern Scarborough & Northern Old Orchard Beach Co-Location Agreement

Agreement made as of this 25 day of September 2007 by and among GRANITE STATE GAS TRANSMISSION, Inc., a corporation organized and existing under the laws of New Hampshire, with a principal place of business at 325 West Road, Portsmouth, New Hampshire 03801 (GSGT), and THE EASTERN TRAIL MANAGEMENT DISTRICT ("ETMD") a Maine not-for-profit corporation with an address at PO Box 1309, Wiscasset, Maine 04578, relating to the installation and maintenance of a multi-use trail, as is more specifically defined herein.

WHEREAS, the MDOT is working with the ETMD and the Eastern Trail Alliance ("ETA") on the development of the Eastern Trail, which shall be part of the East Coast Greenway, a non-motorized transportation corridor running the full length of the East Coast of the United States (the "Trail"); and

WHEREAS, MDOT and ETMD desire to construct that segment of the Trail running in a southwesterly direction from Pine Point Road in the Town of Scarborough, Cumberland County, Maine, to Milliken Mills Road in the Town of Old Orchard Beach, York County, Maine, as designated and shown on Exhibit "A" attached hereto and made a part hereof by this reference (the "Project"); and

WHEREAS, MDOT and the ETMD have executed a Transportation Enhancement Project Agreement ("MDOT/ETMD Project Agreement") dated November 11, 2004, for Federal Project Number STP-1022(630)x and State PIN 010226.30, with respect to the Project; and

WHEREAS, provided that it can secure the requisite funding, approvals and permissions, the ETMD plans to locate, construct, maintain and operate that segment of the Trail encompassed within the Project pursuant to grants to be obtained from the fee owners of the land crossed thereby or an assignment of trail easement(s) to be obtained from the current holders thereof, which grants and assignments are to be duly recorded in the County Registry of Deeds of Cumberland and York Counties, as applicable; and

WHEREAS, GSGT, or its predecessors, have, since the mid-1960's, owned and operated an active natural gas line through the land to be affected by the Project, pursuant to and under color of the following easements, to wit - (a) that certain Indenture dated October 15, 1965, from Central Maine Power to Portland Gas Light Company (predecessor to GSGT), recorded in the York County Registry of Deeds in Book 1687, at Page 55, (b) that certain agreement dated October 6, 1965, from the Town of Scarborough, to Portland Gas Light Company, recorded in the Cumberland County Registry of Deeds in Book 2929, at Page 219, and (c) that certain agreement dated October 29, 1965, from the State of Maine to Portland Gas Light Company; and

WHEREAS, the ETMD has retained Milone & MacBroom to design the Trail and to assist the ETMD with the oversight of construction of the Trail; and

WHEREAS, the ETMD, and GSGT desire to outline their respective operations, commitments, rights and responsibilities during the Project, so that the Project may move forward on or about _____ 2007, and thereafter with respect to the co-location of the Trail within the Co-Location Area (as defined herein below); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, ETMD and GSGT, with the intent of being legally bound, do hereby covenant and agree as follows:

Section 1 - Definitions

As used in this Agreement, the following terms have the meaning indicated:

MDOT - Means the Maine Department of Transportation

The Co-Location Area - Means any area where the Trail overlaps GSGT's easement area within the lands encompassed within or affected by the Project, as identified on the most current approved Trail Plan.

The Project -- Means the initial construction and installation of that segment of the Trail consisting of approximately 1.6 miles running in a southwesterly direction from Pine Point Road in the Town of Scarborough, Cumberland County, Maine, to Miliken Mills Road in the Town of Old Orchard Beach, York County, Maine, designated and shown on Exhibit "A" attached hereto and made a part hereof by this reference. .

The Trail - Refers, in whole or in part, to the all-season, non-motorized, multi-use Eastern Trail. This agreement is specific to the portion of that Trail consisting of the lands encompassed within and affected by the Project.

The Pipeline - Means the existing high-pressure natural gas transmission pipeline and its related facilities owned and operated by GSGT and all future replacements, alterations and upgrades thereof.

Minimum Guidelines - Refers to the "*Columbia Gas Transmission Minimum Guidelines for Construction Activities in the Vicinity of Gas Pipelines*", as amended and then in effect - a copy of the now effective guidelines dated February 2004, is attached hereto as **Exhibit -B** and made a part hereof by this reference.

Project Coordinator - Means the person appointed by the ETMD to coordinate and supervise all aspects of the Project on behalf of ETMD.

Project Engineer - Means the engineer and its subcontractors who were contracted by the ETMD and are responsible for the design and construction oversight of the Project

Section 2 - Co-Location

- 2.1 **Co-Location:** The ETMD hereby agrees to design, construct, install, operate and maintain the Trail in accordance with the terms and conditions of this agreement so as not to interfere with GSGT's operation and maintenance of the Pipeline within the Co-Location Area. GSGT agrees to the Co-Location of the Trail within the Co-Location Area, subject to and in accordance with the terms of this Agreement.
- 2.2 **Sound Practices:** The ETMD agrees to ensure that at all times the initial and any subsequent design, construction, installation, operation, and maintenance of the Trail and all access to and by their volunteers, employees, agents and contractors on or about the Co-Location Area comply with: (a) sound engineering and construction practices; (b) all applicable engineering, environmental, safety and other standards, statutes, laws, ordinances, rules, directives, orders, guidelines and regulations (whether now or hereinafter enacted) imposed by any federal, state or local governmental authority; and (c) the Minimum Guidelines and all other requirements of GSGT.
- 2.3 **Reservation of Rights:** GSGT reserves and shall have the right to use the Co-Location Area and the land crossed by the Trail for any lawful purpose as provided in GSGT's easements, and any future modifications or amendments thereto. Nothing contained herein is intended to limit or restrict GSGT's right or ability to place additional pipeline(s) or facilities or to acquire additional or different land rights. GSGT shall make reasonable attempts to minimize the impact to the Trail or its components and shall undertake reasonable restoration to the trail base of any portions of the Trail or its components disturbed during any such future expansion. GSGT shall not be responsible to restore trail surface.
- 2.4 **Prohibited Uses:** The Co-Location Area shall not be used by all terrain vehicles and/or snow mobiles except by the Parties hereto to accomplish the terms and conditions of this Agreement.

Section 3 - Initial Construction of the Trail

- 3.1 **GSGT Review of Construction Plans:** The ETMD will provide GSGT with engineering and construction plans. GSGT will timely perform engineering review and evaluation as may be reasonably necessary and appropriate for the protection of its Pipeline and shall further provide field inspection, within the applicable scheduled project deadlines as mutually agreed to by GSGT and ETMD. Actual on-site work on the Project

shall not commence within the Co-Location Area, until GSGT has reviewed and approved ETMD's engineering and construction plans.

- 3.2 Construction Schedule:** It is the intent of the ETMD to begin construction of the Project in Summer 2007. The Project Coordinator will hold timely meetings as necessary with GSGT to discuss the timing and sequencing of any work that may impact or involve the Pipeline.
- 3.3 Construction Inspection and Monitoring:** GSGT agrees to work with the Project Coordinator, Project Engineers, and Contractors to arrange for GSGT personnel to be present at appropriate times while work on the Trail or the Project is being conducted within the Co-Location Area, including without limitation those times discussed in Section 3.6 below, and, in accordance with the Project schedule, to monitor any contractors or subcontractors of ETMD who may be working near the Pipeline. Such inspection and monitoring may be required by GSGT any time work is being done within the Project and the GSGT easement area.
- 3.4 Work Stoppage:** Under the provisions of Section 4 of this Agreement, GSGT shall have the right to stop work immediately if the Pipeline or the safety of the public or GSGT employees or its agents or ETMD personnel and its agents are or might be negatively impacted during construction. Immediately following the decision to stop work during construction, the Project Coordinator must be contacted and a meeting held with GSGT, the Project Coordinator, the Project Engineer and the Contractor to evaluate the concern(s) and determine a corrective course of action.
- 3.5 Dig Safe:** The ETMD or its agents will follow and comply with the state requirement that Maine's "Dig Safe" be called and notified at least 72 hours before any excavation. Such notification shall alert all applicable underground facilities and cause such facilities to be identified and marked prior to the start of construction activities.
- 3.6 Minimum Guidelines for Construction:** Except set forth in this Section, the ETMD shall, at all times, observe and comply with the Minimum Guidelines.
- (A) GSGT shall schedule personnel for inspection and monitoring of construction activities in accordance with the mutually agreed to Project schedule.
 - (B) Existing levels of ground cover above and within five (5) feet of either side of the Pipeline shall not be reduced or increased as a result of a project unless previously approved by GSGT during the design and review process. Where GSGT requires an increase in the level of cover over its Pipeline in connection with the installation of the Trail, ETMD shall reasonably accommodate GSGT in such efforts. Any costs associated with improvements to cover shall be borne by ETMD.
 - (C) ETMD shall provide GSGT with a listing of all construction equipment and vehicles that will be working within the GSGT easement, at least 72 hours prior to entry of such equipment into the easement area, which listing shall include weight load factors. Upon review, GSGT shall provide the Project Engineer with any weight restrictions or acceptable weight ranges for construction equipment working in the Co-Location Area or that must travel over the Pipeline for inclusion in bid documents so that prospective contractors may include such limits in any bid packages prepared for the Trail. ETMD will, at its own cost and expense, take such measures as are required by GSGT to protect the integrity of its Pipeline, including the use of matting and temporary protective fill.
- 3.7 Required Permits:** It shall be the responsibility of the ETMD and the Project Engineer to obtain all required permits for the Project.
- 3.8 Construction Related Expenses**

(A) Trail Related Document Review: GSGT's expense to review the engineering plans, specifications, or equipment weights related to the Trail shall be considered an eligible Project expense to be reimbursed by the ETMD from Project funds. An estimate is required as outlined in 6.1.

(B) Trail Related Construction Inspection and Monitoring: GSGT's expense to monitor and/or inspect construction or excavation activities related to the Trail and as outlined in Section 3.3 shall be considered an eligible Project expense to be reimbursed by the ETMD from Project funds. An estimate is required as outlined in Section 6.1.

(C) Trail Design and Construction: All expenses associated with the design and construction of the Trail, except as noted herein, shall be considered an eligible Project expense and shall be paid by the ETMD from Project funds.

Section 4 – Endangering Condition

- 4.1 Endangering Condition:** For the purpose of this Agreement, an Endangering Condition is one that in the reasonable judgment of GSGT threatens the physical integrity of the Pipeline, could interfere with the transmission of gas, or presents a threat to public safety or to the safety of GSGT's employees, agents or contractors or the safety of ETMD's personnel, its agents and contractors (hereinafter "Endangering Condition").
- 4.2 Immediate Endangering Condition:** GSGT may immediately suspend or temporarily prohibit construction activities within and/or the use of the Trail across all of the Co-Location Area, or any portion thereof, and take immediate corrective action, if in the reasonable judgment of GSGT there is an Endangering Condition that presents an immediate or immanent threat of harm or injury. Upon such suspension, GSGT shall notify the ETMD that such action has been taken. GSGT shall not be responsible for any damage to the Trail that results from or occurs in connection with the corrective action(s) taken by GSGT, its employees, agents or contractors to address any such immediate Endangering Condition. GSGT's sole responsibility shall be to restore its easement area to the same the grade as existed prior to installation of the Trail and to restore the trail base of any portions of the Trail affected by such corrective action(s) to substantially similar condition and grade as existed immediately prior to the corrective action. ETMD shall be responsible to restore the Trail surface and any related facilities, at its own cost and expense.
- 4.3 Non-Immediate Endangering Condition:** If in the reasonable judgment of GSGT there exists an Endangering Condition that is the result of the use of the Trail or is created by the ETMD in its exercise of its rights within the Co-Location Area which does not present an immediate threat to the Pipeline, transmission of gas or public or GSGT employee(s) or its agents or ETMD personnel and its agents safety, GSGT shall require the ETMD to take corrective action by providing verbal and written notification of such Endangering Condition to the ETMD by certified mail, return receipt requested. The ETMD shall, within a reasonable time not to exceed 15 days, initiate action suitable to promptly correct or abate the Endangering Condition. Should the ETMD fail to initiate such appropriate corrective action within the prescribed period, then GSGT shall have the right, but not the obligation, under this Agreement to:
- (A) Enter upon the Co-Location Area and take the actions that GSGT deems necessary to correct the Endangering Condition, and, thereafter, all reasonable expenses incurred by GSGT to take such corrective action shall be reimbursed to GSGT by the ETMD in accordance with Section 6; and/or
 - (B) Temporarily suspend access to that portion of the Trail affected by the Endangering Condition until such condition is corrected or sufficiently abated.

Section 5 – Operation, Maintenance and Repair of the Co-Location Area

- 5.1 Vehicular Access to the Corridor:** Vehicular access to the Corridor shall be limited and controlled as follows:

- (A) Use of the Trail portion of the Project shall be limited to pedestrian and non-motorized vehicle access only, except as set forth below or in GSGT's easement agreements.
- (B) Vehicles of GSGT and ETMD shall have access to all portions of the Trail as necessary to comply with the terms of this agreement, and GSGT shall have the right, at any time it determines, to use the Trail for vehicular access to its easement area.
- (C) In accordance with plans provided to and approved by GSGT, the ETMD will install gates and locking bollards along the Project to control vehicular access. The ETMD shall provide GSGT with a key to unlock such gates and bollards. GSGT shall ensure that the gates and bollards are restored upon completion of access. The bollards shall be configured in a manner that prevents snow and debris from clogging the locking mechanism.

- 5.2 Public Access to the Project:** Upon completion of the Trail the public will have access to the Project by use of the Trail. Public access to a portion of the Project may be modified or prohibited as necessary during construction or maintenance activities. Public access may immediately be prohibited by GSGT and/or ETMD in the event of an Endangering Condition as outlined in Section 4.
- 5.3 ETMD Maintenance, Upgrade or Repair:** With respect to the land and Trail, any excavation, replacement, material upgrade or addition of a component within the Co-Location Area shall be made by the ETMD only upon prior, written notice to and approval by GSGT. The ETMD shall follow the same general provisions established for the initial construction/installation of the Trail as outlined in Section 3 of this Agreement. All expenses related to such action shall be the responsibility of the ETMD, unless otherwise noted herein.
- 5.4 GSGT Maintenance, Upgrade or Repair:** With respect to the surrounding land, Pipeline and its components, any excavation, replacement, material upgrade or addition of a component within the Co-Location Area shall be made by GSGT. GSGT will make efforts to provide prior notice to ETMD, and in conformance with applicable provisions of this Agreement. All expenses related to GSGT's work shall be the responsibility of GSGT. GSGT shall undertake the reasonable restoration of any portion of the Trail or its components disturbed during any such work to the extent that it shall restore the Trail base, but GSGT shall not be responsible to restore the Trail surface or any facilities of ETMD placed on or near the Co-Location Area. This section shall not apply to work undertaken by GSGT to correct an Endangering Condition, as outlined under Section 4, caused by the exercise of the rights granted to the ETMD for the use of the Corridor and operation of the Trail
- 5.5 Scheduled Maintenance, Upgrade or Repairs:** Except in the case of an immediate Endangering Condition, as outlined in Section 4, and whenever reasonably possible, the ETMD and GSGT shall schedule major maintenance, upgrade or repair projects in the Corridor according to a mutually agreed upon schedule so that the impact(s) to the Trail and/or the Pipeline are minimized and efforts not duplicated. Under no condition will ETMD unreasonably withhold agreement which results in Granite's inability to maintain its pipeline facilities in a timely and cost effective manner.
- 5.6 Governing Approval:** It shall be the responsibility of each party respectively to obtain and maintain at their own cost and expense, all permits, licenses, and approvals required for construction, operation and maintenance of their facilities within the Corridor as may be required by any federal, state, or local authority or by any governmental rules, statutes or regulations.
- 5.7 Snow Removal:** In order to maintain year-round access to its Pipeline and related transmission facilities GSGT and its customers who take deliveries perform snow removal along the Corridor. Such removal shall be the sole obligation and expense of GSGT or its customers and shall be performed as determined by GSGT or its customers in their sole discretion. GSGT shall on a reasonable efforts basis ensure that damage to the Trail by such removal is minimized. GSGT shall request its employees, snow removal contractor or of its customers that the blade of any plow vehicle used on the Trail shall be raised several inches to maintain a snow base on the trail which shall minimize damage and provide a base for snow related trail usage provided

such base does not prohibit GSGT from safe and immediate access to its facilities. GSGT shall require its snow removal contractor to close any gates opened and replace any bollards removed during snow removal upon completion of snow removal operations. GSGT shall request that its affiliates perform their snow removal in a similar manner.

Section 6 – Reimbursements

6.1 GSGT Related Reimbursements: Federal and state regulations allow for the reimbursement of certain expenses incurred by a utility company as a result of work performed on or for the Trail. The following conditions shall apply to all reimbursement requests from GSGT:

- (A) All Project expenses are subject to review and final approval by MDOT in accordance with the MDOT/ETMD Project Agreements and are subject to all federal and state regulations.
- (B) All Project expenses that GSGT and the ETMD anticipate must be outlined in advance and a written estimate provided to the ETMD that includes the following:
 - 1. Wage Reimbursement – Description of staff position, hourly rate, anticipated transportation, meals and lodging and the total number of hours required.
 - 2. Equipment Reimbursement – Material cost per item, direct labor cost to replace/repair, number of items required.
- (C) The ETMD shall issue to GSGT written acceptance/approval of an estimate before it will be considered binding on the ETMD.
- (D) Request for transportation, meals and lodging reimbursement must be based on federal allowances and are subject to Maine State maximums.
- (E) Expenses related to the hiring or training of personnel are not eligible for reimbursement.

6.2 Reimbursement Procedure: This section shall apply any time that there is an exchange of funds between the parties. The party requesting reimbursement shall submit an official invoice to the other. The invoice should include the total amount due, including a breakdown of the costs incurred such as material(s), labor, outside services and other. Payment shall be due within 30 days from the receipt of the invoice. In the event that timely payment is not made, interest will be charged on the outstanding balance equal to one and one-half percent (1½ %) per month. Such interest shall accrue on unpaid amounts beginning on the payment due date and shall terminate when such invoice is paid. Such interest will not be payable if such failure to pay is the result of a bona fide dispute of any such charges or costs.

6.3 State and Federal Audits: The parties hereto acknowledge that by receiving reimbursement from State or Federal funds for expenses, whether directly from MDOT or indirectly through the ETMD, they become subject to federal and/or state audits related to said reimbursement. Such audits may include, but are not limited to federal wage rates, estimates and final cost, maximums, Buy America and any other regulation tied to the use of federal and or state funds.

Section 7 Insurance & Mutual Indemnification

7.1 ETMD General Liability: The ETMD shall procure and maintain, solely at its own cost and expense, general liability insurance coverage. Such coverage to contain a minimum of Three Million Dollars (\$3,000,000.00) per occurrence combined single limit for bodily injury (including death), personal injury and property damage (including loss of use) liability and shall name GSGT as an additional insured. The deductible shall be no more than ten thousand dollars (\$10,000.00). Prior to commencing any work on or access to the Co-Location Area, the ETMD shall submit a certificate of insurance giving evidence of these required coverage amounts and

indicating that GSGT is an additional insured. The ETMD shall be required to provide GSGT with a certificate of insurance, showing the required insurance coverage, on an annual basis in a form reasonably acceptable to GSGT. All insurance shall be procured from insurers authorized to do business in the State of Maine. Thirty (30) days prior written notice shall be given to GSGT in the event that coverage is substantially changed, canceled or not renewed.

- 7.2 Contractor Damage:** Any contractor working on behalf of ETMD or GSGT shall be required to have adequate insurance or evidence of financial responsibility sufficient to correct and reasonably restore to the condition immediately prior to the damage incident any damages they may cause to the Trail and its components and the Pipeline and its components within the Corridor.
- 7.3 Mutual Indemnity:** The ETMD agrees to indemnify and hold harmless GSGT for and against any loss, cost, damage or expense arising from any negligent act or omission of the ETMD in connection with this Agreement. GSGT agrees to indemnify and hold harmless the ETMD for and against any loss, cost, damage or expense arising from any negligent act or omission of GSGT in connection with its use of the Trail.
- 7.4 Maine Landowner's Liability Law:** The ETMD and GSGT intend that the Maine Landowner's Liability Law, 14 M.R.S.A. Section 159-A shall apply to members of the public accessing the Trail for recreational purposes.

Section 8 - Notices

- 8.1** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or sent by messenger or a recognized courier or overnight delivery service, addressed as follows:

(A) If to GSGT:

Land Services
Columbia Gas Transmission Corporation
1700 MacCorkle Avenue
Charleston, WV 25314

With a copy to:
Granite State Gas Transmission, Inc.
325 West Road
Portsmouth, New Hampshire 03801

(B) If to ETMD

Eastern Trail Management District
PO Box 1309
Wiscasset, Maine 04578

- 8.2 Change of Address:** Either party may designate by notice in writing a new address to which any notice, demand, request or communication made thereafter shall be so given, served or sent.
- 8.3 Delivery:** Each notice, demand, request or communication which shall be delivered in a manner described in this Section 8, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the address set forth above as to each party (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee upon presentation.

Section 9 – Dispute Resolution

- 9.1 Settlement of Disputes:** It is the intent of the parties that any disputes that may arise between them be resolved as quickly and informally as possible. Any agreement between the parties with respect to any dispute shall be in writing.

Section 10 – Miscellaneous

- 10.1 Acknowledgement of Contingency:** ETMD and GSGT acknowledge that all of the obligations under this Agreement for initial construction of the Trail are contingent upon approval by MDOT of all design plans and Project costs. In the event that MDOT does not provide such approval and funds are withheld or reallocated, then ETMD shall notify GSGT of such state of affairs in writing, whereupon all obligations of GSGT incident to the Project shall cease, and ETMD shall reimburse GSGT for all costs expended or committed by GSGT at the time GSGT is notified of such cancellation or postponement.
- 10.2 Severability:** If any one or more of the provisions contained in this Agreement, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits or the remaining provisions hereof
- 10.3 No Joint Venture:** By entering into this Agreement with the ETMD and GSGT is not hereby establishing any joint undertaking, joint venture or partnership with the ETMD their agents or contractors. Each party shall be deemed to be an independent contractor, and shall act solely for its own account.
- 10.4 Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of ETMD and GSGT, and each of their respective successors and assigns.
- 10.5 Governing Law:** This Agreement, the rights and obligations of ETMD, and GSGT and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maine, except to the extent that such laws are preempted by federal law under the Natural Gas Act, 15 U.S.C. §§ 717, et seq., the Natural Gas Pipeline Safety Act, 49 U.S.C. §§ 60101, et seq., or the regulations promulgated pursuant thereto.
- 10.6 Scarborough Agreements:** Nothing in this Agreement shall affect the Scarborough Project Agreement, executed by ETMD and GSGT on January 20, 2004 and the Scarborough Co-Location Agreement, executed by ETMD and GSGT on April 29, 2004.
- 10.7 Lien Waiver:** ETMD and GSGT expressly waive and relinquish any rights that either of them may have pursuant to Maine's Mechanics Lien laws, 10 M.R.S.A. § 3251 et seq., to file or make in whatever manner a mechanics lien in any Registry of Deeds or Court against any property affected by or referred to in this Agreement, for any services, labor, or materials supplied by ETMD or GSGT. ETMD and GSGT expressly agree that this provision is supported by adequate consideration.

ETMD and GSGT agree that a paragraph substantially similar to this paragraph will be placed in any subcontracts entered into by ETMD or GSGT, and any other entity, and all other lower tier subcontracts between any entities, for any services, labor or materials being supplied to the property referred to in this Agreement.

IN WITNESS WHEREOF, the parties hereof have executed this instrument acting through their duly authorized representatives as of the day and year first above written.

Seen and agreed to:

GRANITE STATE GAS TRANSMISSION, INC.

By: Joseph Kopalek
Name: Joseph Kopalek
Title: Manager
Date: 9/25/2007

State of New York
County of Broome

9-25, 2007

Thence personally appeared the above-named Joseph Kopalek, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Granite State Gas Transmission, Inc.

CYNTHIA L. JOHNSON
Notary Public, State of New York
Broome County #01JO4988486
Commission Expires Nov. 12, 09

Before me,
Cynthia L. Johnson
Notary Public/Attorney at Law
Printed Name: Cynthia L. Johnson
My commission expires: 11-12-09
Title: Notary Public

Seen and agreed to:

EASTERN TRAIL MANAGEMENT DISTRICT

By: [Signature]
Name: Robert H. Hamblen
Title: President, ETMD
Date: 9/17/07

State of Maine
County of York

September 17, 2007

Thence personally appeared the above-named Robert H. Hamblen, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Eastern Trail Management District.

Before me,
Karen Audie
Notary Public/Attorney at Law
Printed Name: Karen Audie
My commission expires: May 9, 2009
Title: Notary

SEAL

EXHIBIT A : Project Location

Doc#: 61141 Bk:25503 Pg: 192

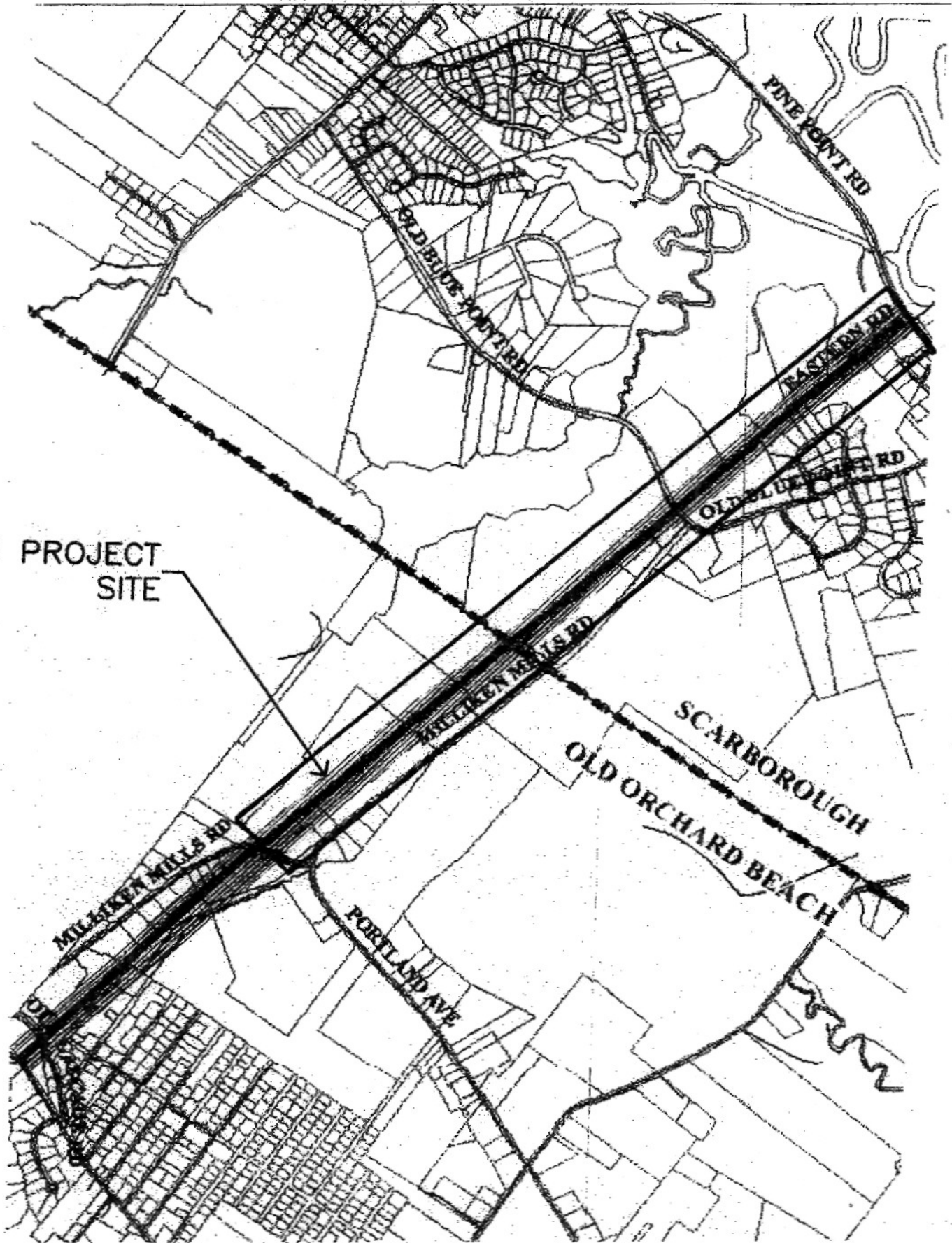


EXHIBIT B: Construction Requirements

Columbia Gas Transmission Corp. Minimum guidelines for construction near natural gas pipeline facilities

Interstate natural gas pipelines are an important part of the nation's energy infrastructure. Pipelines and related facilities operated by Columbia Gas Transmission Corp. safely transport much of the clean-burning fuel used in homes, businesses and factories of the United States.

These minimum guidelines for construction near Columbia's natural gas pipeline facilities are intended to protect public safety and help assure the continuous safe flow of the nation's natural gas supplies.

Consult Columbia early in your plans

To expedite construction or excavation projects safely and without delay, property owners and developers planning any such activities in the vicinity of Columbia pipelines should consult with Columbia in the design phase of the project. Have your construction plans reviewed by company personnel before you apply for zoning permits or commit to construction schedules.

For more information, call the appropriate Columbia telephone number on the back of this brochure.

Note: These guidelines supersede any and all prior guidelines pertaining to activities and placements on or near Columbia Gas Transmission facilities. Existence of, or the ramifications from, the implementation of prior guidelines will not dictate, direct or provide for exemption of any of the above guidelines.

February 2004

Notify Columbia before construction begins

Columbia must be notified according to the state law before construction begins in the vicinity of its facilities. This notification shall be made through the appropriate state One-Call notification service, but follow up contact should be made with the local Columbia Gas Transmission office.

No construction or excavation activities of any kind, including blasting, shall be done on Columbia's right of way area before Columbia personnel have established the actual location of all affected facilities and the limits of the right of way. Columbia personnel must be present during any construction or excavation activities.

Excavation near pipelines/buried facilities

No excavation shall be made on the pipeline right of way without prior notification to Columbia through the state One-Call notification service. Subsequent follow-up must be made to Columbia to seek approval for the proposed construction. Approved excavations above, below or within three-feet of either side of the pipeline shall be dug using hand tools.

Crossing pipelines with heavy equipment

Columbia may require heavy equipment operators to install mats, dirt pads, or other approved protective materials to adequately protect Columbia pipelines from potential damage by heavy equipment crossing the right of way. All proposed road crossings of buried facilities must be evaluated by Columbia personnel. Any additional over-burden must be removed after construction unless otherwise directed by Columbia personnel.

Blasting plans must be approved

Any blasting proposed within 300 feet of Columbia facilities must be submitted to Columbia in advance along with a blasting plan outlining such proposed activity. No blasting may begin unless and until Columbia provides written confirmation that it does not object to such blasting. Any modifications to the blasting plan must also be submitted to Columbia for review and should not be implemented unless and until Columbia provides written confirmation that it does not object to such modifications. The blasting contractor may be required to monitor and record seismic shock at the facilities.

Allow adequate clearance for directional drilling

Any directional drilling or boring proposed under Columbia's buried facilities must be submitted to Columbia for review and approval. Adequate clearance must be maintained from Columbia's facilities and additional excavations may be required to ensure adequate clearance. As-built plans are required for all borings.

Maintain up to 300-foot clear area around storage well heads

Property owners or developers must notify Columbia of any proposed construction or excavation within 300 feet in any direction of a natural gas storage well. For safety, Columbia reserves the right to object to any such proposed activities or placement of objects closer than 300 feet to a storage wellhead.

Construction requirements within a right of way

The requirements listed below are minimum guidelines for construction in the vicinity of Columbia pipeline rights of way to protect public safety and the integrity of Columbia's facilities. A review of individual plans and property rights may reveal more specific requirements.

1. The existing cover over pipelines and rights of way, which is normally a minimum of 36-inches and a maximum of 48-inches, shall be maintained. The minimum earth cover over pipelines at all street and road crossings, including the adjacent ditch line, shall be 36-inches; 60-inches minimum cover shall be maintained at stream and river crossings.
2. Above-ground or below-ground structures or obstructions of any type shall not be placed within the easement area of any pipeline, which generally extends 25 feet on each side from the center of the pipeline, or as defined in the applicable right of way or land rights agreement.
3. Pipeline easements shall not be shared longitudinally with other utilities. All water valves, curb boxes, manholes, etc. must be outside the easement. Other utilities which cross Columbia pipelines must do so at or as near 90 degrees as practical and with a minimum of 12-inches vertical clearance. Any crossing not installed below Columbia's pipelines must have prior written consent from Columbia (Location of Buried Facilities Form - Form 1050-P17). All crossings (excluding single telephone and single television drops) of Columbia facilities by cable and/or wire utilities, including but not limited to electric, fiber optic, telephone, and television lines crossing Columbia's pipelines must be encased with a minimum of 2-inch Schedule 80 PVC pipe. For safety reasons, electric and fiber optic lines shall also be surrounded with a minimum of six inches of concrete or encased with 4-inch minimum diameter, .250-wall, coated steel pipe for the full width of the right-of-way. Metallic warning flags shall also be buried above all cable, wire utility, or fiber optic lines crossing a Columbia right-of-way. All crossings must be approved by Columbia before installation begins.
4. Roads shall cross pipelines at or as near 90 degrees as practical, but at angles not less than 45 degrees. The entity constructing the street must pay for any measures required by Columbia to protect its pipeline(s). Such protective measures shall be designed and/or approved by Columbia personnel.
5. Paved areas, such as parking lots, shall not be allowed over the easement unless the pavement can be altered so as not to impact the safe and reliable operation and maintenance of Columbia's pipeline. Concrete paving in Columbia's right-of-way, except for sidewalks and curbs, is prohibited. Consequently, all plans for pavement within a Columbia right-of-way must be submitted and approved by Columbia personnel before paving can begin.
6. Septic tanks and leach fields should be placed so they drain away from the pipeline where practical. In no case shall they be placed in the easement area.
7. The right-of-way may be planted in lawn and small shrubs (less than 5 feet tall) or may be used for normal agricultural purposes. However, shrubs will not be allowed within 5 feet each side of the pipeline. Shrubs greater than 5 feet tall and trees, including fruit or nut bearing trees of any kind, are prohibited within the right of way.
8. Fences that block visual inspection or interfere with access to Columbia's facilities are prohibited within Columbia rights of way. Fences permitted by Columbia to cross its rights of way must be designed with 12-foot gates centered on the pipelines and must cross at or as near to 90 degrees as possible.

State One-Call Notification Services Call Before Digging

Delaware, Maryland:	1-800-257-7777
Kentucky:	1-800-752-6007
New Jersey:	1-800-272-1000
New York:	1-800-962-7962
North Carolina:	1-800-632-4949
Ohio:	1-800-362-2764
Pennsylvania:	1-800-242-1776
Virginia:	1-800-552-7001
West Virginia:	1-800-245-4848

For more information, call the appropriate Columbia representative.

Ohio, West Virginia & Kentucky: 1-304-373-2410

Delaware, Maryland, North Carolina 1-540-465-6429
New Jersey, New York, Pennsylvania, Virginia

Received
Recorded Register of Deeds
Sep 28 2007 12:45:58P
Cumberland County
Pamela E. Lovley