

EXHIBIT 3
Unitil Easement and Other Rights

Unitil has ownership, easement and other rights under which Unitil has the right to operate and maintain the Existing Facilities on the Acquired Property, as follows:

1. An easement to enter upon the Former New Yard Property for the installation, repair, replacement, and maintenance of gas mains, etc. in the operation of a Gas Regulator Station as set forth in the instrument from New Yard, LLC to Northern Utilities, Inc., d/b/a Unitil, dated August 2, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30895, Page 317.
2. An easement to enter upon the Former New Yard Property for the purpose of environmental remediation and protection, including investigation, implementation, and monitoring, and installation of utilities for such investigation, implementation and monitoring, as described in the Voluntary Response Action Program (the "VRAP") Remediation Plan as approved by the Maine Department of Environmental Protection (the "DEP"), and to manage existing gas facilities as more fully set forth in the instrument from New Yard, LLC to Northern Utilities, Inc., d/b/a Unitil, dated August 2, 2013 and recorded in said Registry of Deeds in Book 30895, Page 321.
3. A twenty foot right of way and the right to lay and maintain gas and water pipes within said right of way as described and reserved in the Warranty/Release Deed from the Portland Gas Light Company to Maine Central Railroad Company dated May 5, 1897 and recorded in said Registry of Deeds in Book 648, Page 488.
4. A twenty foot wide right of way and the right to lay, maintain and repair gas and water pipes and maintain and repair a well and as further described and reserved in the Release Deed from the Portland Gas Light Company to the Portland & Kennebec Railroad Company dated October 6, 1866 and recorded in said Registry of Deeds in Book 346, Page 376.
5. As stated in the Notice of Condemnation filed by the Department on April 30, 2014 and recorded in said Registry of Deeds in Book 31470, Page 191 (the "Notice of Condemnation"), rights to "any existing natural gas and propane facilities, including without limitation, natural gas and propane pipelines, buildings, associated fixtures and related appurtenances, improvements and other personal property that are owned by or are in the custody and control of ...Northern Utilities, Inc., d/b/a Unitil...", including "all existing gas mains, laterals, services, equipment, fixtures, containment and other appurtenances thereto currently owned by Unitil ("Gas Facilities")";
6. The right to enforce the Department's representation, as stated in its Notice of Condemnation, that the Department "shall not construct or permit to be constructed any building, house, structure, obstruction or improvement of any kind on or over the existing Gas Facilities without Unitil's prior written consent" and that the Department "agrees that it will not cause to be carried out any excavation, change of grade, or water impoundment affecting the Gas Facilities without Unitil's prior written consent";

7. The rights reserved to Unitil through the Notice of Condemnation to enter upon the Former Unitil Property for the following purposes:
- a. To repair, replace, maintain, operate, inspect, patrol, protect and remove on, in, over, across and under the Former Unitil Property all existing gas mains, laterals, services, equipment, fixtures, containment and other appurtenances thereto currently owned by Unitil (the "Gas Facilities");
 - b. To survey, trim or remove within the Former Unitil Property, existing or future occurring vegetation that interferes with the Gas Facilities;
 - c. To take such other action as is incident or accessory to the foregoing actions;
 - d. To cross the Former Unitil Property to access the Gas Facilities, including by vehicle and machinery in a manner that does not interfere with the ongoing activities of the Department;
 - e. To conduct such environmental remediation and protection, including investigation, implementation, and monitoring, as well as installation of utilities for such investigation, implementation and monitoring, as described in Unitil's VRAP Remediation Plan (the "Plan") as approved by the DEP and as the DEP may hereafter amend it, and further as the DEP may hereafter certify it as being complete, inclusive of and extending to the terms in the DEP's certification of the Plan's completion and its regulatory requirements;
 - f. To access the Former Unitil Property via the right of way running from West Commercial Street to the portion of the Former Unitil Property identified as Parcel 2 and the right of way connecting Parcel 2 and Parcel 3, as such Parcel 2 and Parcel 3 are identified on the Department Right of Way Map referenced in the Notice of Condemnation, or at such other reasonable location as may be directed by the Department; and
 - g. To use the Former Unitil Property as necessary to fulfill the purposes described above.

In itemizing the above rights, Unitil does not waive any rights it may have under federal, state or local regulation or statute.

EXHIBIT 4

to Utility Relocation Settlement Agreement:

Easement Agreement

EXHIBIT 4
EASEMENT AGREEMENT

This Easement Agreement (this "Easement Agreement") is made as of the ____ day of _____, 2016 (the "Effective Date"), by and between the State of Maine, acting by and through the Maine Department of Transportation, a state agency, its successors and assigns (the "Department"), and Northern Utilities, Inc. d/b/a Unitil, a New Hampshire corporation with a mailing address of 6 Liberty Lane West, Hampton, New Hampshire 03842, its successors and assigns ("Unitil").

RECITALS

A. On April 30, 2014, the Department recorded a Notice of Condemnation (the "Notice of Condemnation") in the Cumberland County Registry of Deeds in Book 31470, Page 191, and acquired, by condemnation, certain land located southerly of West Commercial Street in Portland, Maine, including (i) two parcels of land formerly owned by Unitil (the "Former Unitil Property"), and (ii) an abutting parcel of land formerly owned by New Yard, LLC (the "Former New Yard Property").

B. A copy of the Right of Way Map referenced in the Notice of Condemnation is attached hereto as Schedule 1, on which (i) the Former Unitil Property is depicted as "Parcel 2" (which Parcel 2 includes the acreage depicted as "Parcel 4") and "Parcel 3," and (ii) the Former New Yard Property is depicted as "Parcel 1."

C. The Former Unitil Property and the Former New Yard Property are referred to collectively in this Easement Agreement as the "Acquired Property."

D. The Department excepted from its Notice of Condemnation certain easement rights to be retained by Unitil, and all existing natural gas facilities, including, without limitation, natural gas pipelines, buildings, associated fixtures and related appurtenances, improvements and other personal property owned by or in the custody and control of Unitil. Through the Notice of Condemnation, the Department further reserved to Unitil the right to enter upon the Acquired Property for all purposes necessary to continue Unitil's natural gas facilities operations.

E. Through a subsequent Notice of Taking recorded on _____, 2016, the Department acquired portions of these retained or reserved easement rights from Unitil while leaving other rights undisturbed, and reserving a license to Unitil to continue operating its utility facilities on the Acquired Property until such time as permanent facility relocations have been completed and replacement easements have been conveyed. This Easement Agreement fulfills the Department's easement conveyance obligations in accordance with the terms of a Utility Relocation Settlement Agreement between the parties dated _____, 2016 (the "Relocation Agreement"), duplicate originals of which are on file with the Department and Unitil.

1. **Definitions.**

As used in this Easement Agreement, the following terms have the following meanings:

A. “Gas Pipeline Facilities” means pipelines, gas mains, laterals, services, equipment (including for CP measures and AC mitigation), containments, associated fixtures, and related appurtenances, improvements, and other personal property, including related power and communications lines and appurtenances.

B. “Gas Regulator Station Facilities” means gas mains, laterals, regulator and data buildings, gas heater, filter, pig launcher, and satellite dish, equipment, fixtures, containment and other structures and appurtenances thereto, including, without limitation, an aboveground natural gas regulator station as shown in Schedule 2 attached hereto or as otherwise installed, and related power and communications lines and appurtenances.

2. **Exclusive Gas Regulator Station Easement.**

The Department hereby grants to Unitil an exclusive, perpetual, and assignable easement in gross (the “Gas Regulator Station Easement”) over, on, and under the approximately 160-foot by 65-foot area of land depicted and described in Schedule 3 attached hereto (the “Gas Regulator Station Easement Area”).

The terms and conditions of the Gas Regulator Station Easement are:

i. **Unitil Rights in Gas Regulator Station Easement Area:** Unitil has the right to access, install, construct, inspect, operate, protect, maintain, repair, and replace the Gas Regulator Station Facilities, and the right to survey, trim, and/or remove within the Gas Regulator Station Easement Area any now-existing or future-occurring vegetation, snow, ice, structures, roads or other matter of any kind which may interfere with the Gas Regulator Station Facilities, and to take such other action as is incident or accessory to the foregoing rights.

ii. **Scope of Department’s Use in Gas Regulator Station Easement Area:** The Department will not construct or permit to be constructed any building, house, structure, obstruction, or improvement, including without limitation concrete or matter of any kind, or cause to be carried out any excavation, change of grade, or water impoundment, within, on, over, or under the Gas Regulator Station Easement Area.

iii. **Allocation of Environmental Liability in the Gas Regulator Station Easement Area:** The Gas Regulator Station Easement Area is located principally on the Former New Yard Property. The Relocation Agreement includes an allocation of Environmental Liability for Environmental Conditions (as those terms are defined in the Relocation Agreement) on those portions of the Former New Yard Property that are within the easement areas described in this Easement Agreement.

iv. The terms and conditions associated with any other easement rights conveyed by this Easement Agreement shall be subordinate to the terms and conditions associated with the Gas Regulator Station Easement in any areas where the boundaries of such easements are determined to overlap or encroach upon the Gas Regulator Station Easement Area.

3. **Non-exclusive Pipeline Corridor Easements.**

A. **Inland Pipeline Corridor Easement.** The Department hereby grants to Unitil a non-exclusive, perpetual, and assignable easement in gross (the "Inland Pipeline Corridor Easement"), on the terms and conditions set forth in subsection E of this Section 3, over, on, and under the area of land depicted and described in Schedule 3 (the "Inland Pipeline Corridor Easement Area").

B. **Shoreland Pipeline Corridor Easement.** The Department hereby grants to Unitil a non-exclusive, perpetual, and assignable easement in gross (the "Shoreland Pipeline Corridor Easement"), on the terms and conditions set forth in subsection E of this Section 3, over, on, and under the area of land depicted in Schedule 3 (the "Shoreland Pipeline Corridor Easement Area").

C. **IMT Service Line Corridor Easement.** The Department hereby grants to Unitil a non-exclusive, perpetual, and assignable easement in gross (the "IMT Service Line Corridor Easement"), on the terms and conditions set forth below in subsection E of this Section 3, over, on, and under the area of land depicted in Schedule 3 (the "IMT Service Line Corridor Easement Area").

D. **Corridor Easement Areas.** The Inland Pipeline Corridor Easement Area, the Shoreland Pipeline Corridor Easement Area, and the IMT Service Line Corridor Easement Area are referred to collectively as the "Corridor Easement Areas."

E. **Terms and Conditions of the Inland Pipeline Corridor Easement, the Shoreland Pipeline Corridor Easement, and the IMT Service Line Corridor Easement.**

The terms and conditions of the Inland Pipeline Corridor Easement, the Shoreland Pipeline Corridor Easement, and the IMT Service Line Corridor Easement are:

i. **Unitil Rights in the Corridor Easement Areas:** Unitil has the right to access, install, construct, inspect, operate, protect, maintain, repair, and replace Gas Pipeline Facilities in the Corridor Easement Areas, and the right to survey, trim, and/or remove within the Corridor Easement Areas any now-existing or future-occurring vegetation, snow, ice, buildings, or foundations which may interfere with the Gas Pipeline Facilities, and to take such other action as is incident or accessory to the foregoing rights. After the completion of the Facility Relocation Work (as that term is defined in the Relocation Agreement), Unitil will confer with the Department prior to undertaking any installation, relocation, or other activity within the Corridor Easement Areas in order to minimize any conflict with other uses in the Corridor Easement Areas.

ii. **Scope of Department's Use in the Corridor Easement Areas:** The Department will not construct or permit to be constructed any building or foundation within the Corridor Easement Areas. In addition, (a) the Department will not construct or permit to be constructed any structure, obstruction, or improvement within the Corridor Easement Areas that interferes with the safety and integrity of, or with Unitil's access to, the Gas Pipeline Facilities, and (b) the Department will not cause to be carried out any excavation, change of grade, or water impoundment within, on, over, or under the Corridor Easement Areas that interferes with the safety and integrity of, or with Unitil's access to, the Gas Pipeline Facilities. Prior to undertaking any activity within the Corridor Easement Areas that is not prohibited by the preceding two sentences, the Department will confer with Unitil in order to minimize any conflict with Unitil's installations. The Department retains the right to grant utility easements within the Corridor Easement Areas to other entities, so long as such easements do not interfere with the safe operation of Unitil's installations.

iii. **Allocation of Environmental Liability in the Corridor Easement Areas:** The Inland Pipeline Corridor Easement Area, the IMT Service Line Corridor Easement Area, and a portion of the Shoreland Pipeline Corridor Easement Area are located on the Former New Yard Property. The Relocation Agreement includes an allocation of Environmental Liability for Environmental Conditions (as those terms are defined in the Relocation Agreement) on those portions of the Former New Yard Property that are within the easement areas described in this Easement Agreement. The allocation of Environmental Liability for Environmental Conditions on the portion of the Shoreland Pipeline Corridor Easement Area that is located on the Former Unitil Property is governed by a separate Environmental Agreement that applies to the Former Unitil Property that is referenced in the Relocation Agreement.

4. **Non-exclusive Remediation Easement.**

The Department hereby grants to Unitil a non-exclusive and assignable easement in gross (the "Remediation Easement") to enter upon the Acquired Property for the purpose of such environmental remediation and protection, including investigation, implementation, and monitoring, and installation of utilities, equipment, or any natural or manufactured materials for such investigation, implementation, and monitoring, as described in Unitil's Voluntary Response Action Program ("VRAP") Remediation Plan as approved by the Maine Department of Environmental Protection ("DEP") by letter dated June 1, 2012, a copy of which is on file with the DEP, incorporated herein by reference and as the DEP may hereafter amend it. This Remediation Easement shall continue for so long as Unitil has continuing obligations either under the VRAP or under any certificate of completion issued by the DEP. The Department's grant of this Remediation Easement does not create or imply environmental liability on the part of Unitil.

5. **Non-Exclusive Access Easement.**

The Department hereby grants to Unitil a non-exclusive, perpetual, and assignable easement in gross (the "Access Easement") to cross and use the area of land depicted and described in Schedule 3 (the "Access Easement Area") to access the Gas Regulator Station Easement Area, the Corridor Easement Areas, and any other area on the Acquired Property where Unitil is deemed by any regulatory entity to have environmental liability (collectively the "Areas to be Accessed").

The terms and conditions of the Access Easement are:

i. Unitil has the right to use the Access Easement Area to access the Areas to be Accessed, by foot, vehicle, machinery, equipment, or other means, (a) to install, construct, inspect, operate, protect, maintain, repair, and replace its Gas Pipeline Facilities and Gas Regulator Station Facilities, (b) to survey, trim, and/or remove any now-existing or future-occurring vegetation, snow, or ice which may interfere with the Gas Pipeline Facilities or Gas Regulator Station Facilities, (c) to investigate, remediate, and/or monitor any other area on the Acquired Property where Unitil is deemed by any regulatory entity to have environmental liability, and (d) to take such other action as is incident or accessory to the foregoing rights ("Right of Access"). Clause (c) of the preceding sentence does not create or imply environmental liability on the part of Unitil.

ii. Unitil's Right of Access includes the right, but not the obligation, to maintain and improve the Access Easement Area as Unitil deems necessary to use the Access Easement Area, so long as Unitil obtains approval of the Department in advance, which shall not be unreasonably withheld.

iii. The Department may relocate the Access Easement Area so long as such relocation is at no cost to Unitil and Unitil's Right of Access is not materially impaired.

6. **Gas Facilities are Unitil's Property.**

The Gas Pipeline Facilities and the Gas Regulator Station Facilities, whether fixed to the realty or not, shall be and remain Unitil's property.

7. **Binding on Successors and Assigns.**

This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. It may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Choice of Law.**

This Easement Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-law principles that would require the application of any other law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

Witness

By: _____
David Bernhardt, Commissioner

NORTHERN UTILITIES, INC., d/b/a UNITIL

Witness

By: _____
Printed name: _____
Its: _____

STATE OF MAINE
COUNTY OF KENNEBEC, SS

_____, 2016

Then personally appeared the above-named David Bernhardt, in his capacity as Commissioner of the Maine Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of deed of said Maine Department of Transportation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name: _____
Commission Expires: _____

STATE OF _____
COUNTY OF _____, SS

_____, 2016

Then personally appeared the above-named _____, in his capacity as Senior Vice President of Northern Utilities, Inc., d/b/a Unitil, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of deed of said Northern Utilities, Inc., d/b/a Unitil.

Before me,

Notary Public/Maine Attorney at Law
Printed Name: _____
Commission Expires: _____