

GRANT OF EASEMENT

The TOWN OF NEEDHAM, a municipal corporation located in Norfolk County, Massachusetts (hereinafter called the "Grantor", for \$_____ consideration paid, the receipt of which is hereby acknowledged, grants to **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**, a Massachusetts corporation and electric company, having its principal place of business at 247 Station Drive, Westwood, Massachusetts 02090 (hereinafter called the "Grantee"), its successors and assigns, with **quitclaim covenants**, perpetual, non-exclusive commercial easements in gross (1) to install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol one or more underground lines for the transmission of high and low voltage electric current, including ground wires and lines for communication, signal and control purposes, under, (except for necessary manholes to access the installation) -a strip of land thirty (30) feet in width hereinafter described (the "Easement Area"), which lines may consist of (a) conduits, pipes or ducts and manholes, with wires, cable and ground wires installed within the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (b) underground supporting structures, hardware, fittings, equipment and appurtenances and (c) ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines (the "Facilities"); (2) to construct underground such Facilities, or any of them, at any time hereafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities underground and each and every part thereof and the location thereof within said Easement Area; (3) to clear and keep clear by physical or other means said Easement Area or any part thereof of trees underbrush, buildings or other structures; and (4) to enter upon and to pass along said Easement Area on foot and by vehicle, for all of the above purposes from time to time, to the greatest extent possible, and grade the Easement Area, as reasonably required.

Said Easement Area is a portion of the premises conveyed to Grantor _____ by deed of _____ dated _____, recorded with _____ Deeds, Book _____, Page _____; and is more specifically described on a plan of land captioned " EASEMENT PLAN OF LAND IN NEEDHAM MASSACHUSETTS", dated August 10, 2016, prepared by VHB, Inc, and shown on said plan as "PROPOSED 30' WIDE UTILITY EASEMENT".

The Grantor, for the Grantor and the Grantor's successors in title to the premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or change the present grade or ground level of the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Grantee's Facilities or disturb any of said Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements herein granted.

Grantees and their heirs, successors and assigns, agree to hold Grantor and its successors and assigns harmless from and against any and all liability for injury or damage to

persons or property resulting from the construction, repair, maintenance and use of the easement created by this conveyance, except that Grantor is responsible for the consequences of its own negligence or willful misconduct.

It is understood and agreed that said Facilities, whether or not attached to the realty, shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 20__.

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____,

_____, _____, and _____,

proved to me through satisfactory evidence of identification, which was _____, to be the person whose names are signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as an officer of _____.

Notary Public
My Commission Expires: _____