

LITTLETON ELECTRIC LIGHT DEPARTMENT

GRANT OF EASEMENT

(name and address of Grantor)

(the "Grantor"), for good and valuable consideration and One Dollar (\$1.00) paid, the receipt and sufficiency of which are hereby acknowledged, grants to the Town of Littleton, a municipal corporation located in Middlesex County, Massachusetts, acting by and through the Littleton Electric Light Department, 39 Ayer Road, Littleton, Middlesex County, Massachusetts (the "Grantee"), which term shall also refer to any successor in title to the easement rights granted hereunder, with quitclaim covenants, the following perpetual rights and easements:

- (a) to lay, install, construct, reconstruct, alter, relocate, repair, replace, add to, remove, operate and maintain:

above ground and underground cables, conduit, wires, poles, anchors and guys, and related equipment and facilities, for the transmission and distribution of electricity and telephone, cable television, data and/or related services (or "distribution of intelligence") , in, through, under, over, across and upon

(Enter legal description of property, book and page number and plan reference as applicable in area below)

and shown on a plan hereinafter specified;

(All of the equipment described in this subparagraph (a) is hereinafter collectively referred to as the "System." All of the easement areas described in subparagraph (a) are hereinafter collectively referred to as the "Easement Areas".)

- (b) to use the System for the transmission and distribution of electricity and the transmission and distribution of intelligence to the property of Grantor [and to the property of other customers of Grantee];

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- (c) to pass and re-pass and to authorize others to pass and re-pass over, across and upon the Easement Areas and other land of Grantor as may be reasonable and necessary in the opinion of Grantee in connection with all of the foregoing purposes;
- (d) to make such other installations upon other land of Grantor as may be reasonable and necessary in the opinion of Grantee in connection with all of the foregoing purposes;
- (e) to keep the Easement Areas cleared of such trees, shrubs, bushes, structures, objects and surfaces as may in the opinion of Grantee interfere with the safe and efficient operation and maintenance of the System; and
- (f) to do all other acts incidental and reasonably necessary to said purposes.

Grantor hereby grants to Grantee all the perpetual rights and easements aforesaid needed to lay, install, construct, reconstruct, alter, relocate, repair, replace, add to, remove, operate and maintain the System for the purposes of transmitting and distributing electricity and intelligence to the property of Grantor shown on said plan [and to the property of other customers of Grantee.] Any entry by Grantee in the exercise of its rights under this Easement shall be at Grantee's sole risk.

The Easement Areas are shown on a plan as follows:

(insert description, attach drawing and exhibit reference)

If the Easement Area is unsuitable for the purposes of the Grantee, then the location(s) of the Easement Area shall be changed to areas mutually satisfactory to both Grantor and Grantee.

The System is further shown on a layout plan showing installation details entitled:

Prepared by _____

And dated _____ on file with Grantee.

[The height of any poles above the finished grade of the Easement Area and the placement of the wires thereon and the placement of cables, wires, anchors and guys

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shown on said layout shall not be thereafter altered so as to interfere with vehicular access (passenger or commercial) of any currently existing access areas within the Easement Area.]

By Grantee's acceptance hereof, such Grantee agrees that it shall indemnify and hold Grantor harmless from any loss, cost, damage or expense sustained by Grantor as a result of the exercise by such Grantee of the rights and easements granted herein, provided, however, that to the extent that any such loss, cost, damage or expense is attributable to Grantor's negligence or willful misconduct, the foregoing indemnification and hold harmless agreement shall be of no force and effect.

Grantee agrees that following any installations made by such Grantee as permitted by this Grant of Easement, such Grantee shall properly restore the surface of the Easement Areas to as reasonably good condition as said surface was in immediately prior to said installations.

If the System shall no longer be used, and there are no plans of Grantee to restore the System to operational status for the uses specified herein, all of the equipment that is not in operation or held in readiness to resume operations shall be removed by the Grantee which shall also restore the surface of the Easement Areas to as nearly as is practical to the same condition such Easement Areas were in immediately prior to such removal.

The provisions hereof shall inure to the benefit of and be binding upon Grantor, Grantee, and their respective successors in the title forever.

(continued on next page)

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FIRST MORTGAGE HOLDER

(name and address of bank)

having its principal place of business in _____

(the "Bank"), holder of a first mortgage on said land of Grantor, _____

(mortgage information)

for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby joins in this Grant of Easement and agrees with Grantee that Bank shall hold said mortgage and, in the event of foreclosure thereof, the mortgaged premises, subject to the rights and easements contained herein, however, that the rights of Bank under said mortgage shall not otherwise be affected.

For Grantor's title see _____

(continued on next page)

SECOND MORTGAGE HOLDER

(name and address of bank)

having its principal place of business in _____

(the "Bank"), holder of a second mortgage on said land of Grantor, _____

(mortgage information)

for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby joins in this Grant of Easement and agrees with Grantee that Bank shall hold said mortgage and, in the event of foreclosure thereof, the mortgaged premises, subject to the rights and easements contained herein, however, that the rights of Bank under said mortgage shall not otherwise be affected.

(continued on next page)

Grant of Easement

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and delivered in Grantor's name this _____ day of _____, 20____.

(Grantor)

(title)

(print name)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.
(county)

Then personally appeared the above-named _____

(grantor)

and acknowledged the foregoing instrument to be her/his free act and deed,

_____ before me.
(date)

Notary Public
My Commission Expire

Grant of Easement

IN WITNESS WHEREOF, said _____
has caused its corporate seal to be hereto affixed and this instrument to be signed and
delivered in its name and behalf by its duly authorized officers this _____ day of
_____, 20____.

(name of bank)

By: _____
(signature)

(print name)

(title)

COMMONWEALTH OF MASSACHUSETTS

_____, ss.
(county)

Then personally appeared the above-named _____

(name of person signing for bank)

and acknowledged the foregoing instrument to be her/his free act and deed,

_____ before me.
(date)

Notary Public
My Commission Expires

Grant of Easement

IN WITNESS WHEREOF, said _____
has caused its corporate seal to be hereto affixed and this instrument to be signed and
delivered in its name and behalf by its duly authorized officers this _____ day of
_____, 20____.

(name of bank)

By: _____
(signature)

(print name)

(title)

COMMONWEALTH OF MASSACHUSETTS

_____, ss.
(county)

Then personally appeared the above-named _____

(name of person signing for bank)

and acknowledged the foregoing instrument to be her/his free act and deed,

_____ before me.
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Notary Public
My Commission Expires