



EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that an Easement is entered into as of the 21st day of March 2006 by and between **Waterworks Park LLC**, a Massachusetts limited liability company having a usual place of business c/o Edward A. Fish Associates, LLC, 536 Granite Street, 3rd Floor, Braintree, MA 02184 (hereinafter called the "Grantor") and **Verizon New England Inc**, a New York corporation, having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, its successors and assigns (hereinafter the "Grantee").

WHEREAS, the Grantor owns in fee simple a certain parcel of land situated in the Chestnut Hill section of the City of Boston in the County of Suffolk, Commonwealth of Massachusetts commonly known as and numbered 2400, 2420, 2430, or 2450 Beacon Street in said Boston (the "Property"); and

WHEREAS, under authority granted by the Massachusetts Water Resources Authority, Grantor's predecessor holder of an interest in the Property by grant of authority by the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance, Grantee installed an underground telecommunications switch with appurtenant connecting lines (collectively, the "Switch Equipment") on a portion of the Property located at 2420 Beacon Street; and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Grantor grants to the Grantee, its successors and assigns an easement (the "Easement") to construct, reconstruct, repair, maintain, operate, repair, replace and upgrade for the transmission of communications and intelligence, the Switch Equipment and a line or lines of wires and/or cables and all necessary conduits, foundations, fittings, terminals, pipes, cabinets, pedestals, manholes, vaults, splice boxes, fixtures, repeaters, markers, and associated equipment and appurtenances (the "Switch Equipment" and all and the preceding items hereinafter collectively, the "Telecommunications Equipment" or "Equipment") across portions of the Property (the "Easement Area"), in accordance with and subject to the following terms and conditions, upon which Grantor and Grantee hereby agree:

1. The Easement above described and herein conveyed is not intended to prohibit any surface or subsurface structures or use of the Easement Area by others, including Grantor, so long as such use does not damage or materially interfere with the operation and maintenance of the Telecommunications Equipment without the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned. In addition, it is not intended to, and does not, prohibit crossings over or under the Easement Area or the installation, use and maintenance of landscaping, walkways, driveways, parking lots and similar improvements thereon, as long as the same do not materially interfere with Grantee's use of the Easement Area for its intended purpose.

2. Grantee shall have the right of ingress and egress by foot or by vehicle to the

Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds

