***Draft***

**EASEMENT AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that this Easement Agreement is entered into as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the “Grantor”), and the **TOWN OF <TOWN> and the <TOWN> MUNICIPAL LIGHT PLANT,** a Massachusetts municipal lighting plant organized and existing under Chapter 164 of the General Laws, acting by and through its Municipal Light Plant Manager, having offices at <Address>, <Town>, Massachusetts, its successors and assigns (hereinafter “Grantee”).

WHEREAS, the Grantor is the owner of a certain parcel of land in the Town of <Town>, County of Franklin, Commonwealth of Massachusetts and known and numbered as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, <Town>, Massachusetts, described in a deed recorded with the <County> Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, and shown on <Town> Assessors’ Maps as parcel # \_\_\_\_\_\_\_\_\_ (the “Premises”); and

WHEREAS, Grantee is constructing and installing a telecommunications system, to consist of a fiber optic internet network system for the purpose of providing so-called broadband service to the Town of <Town>;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor grants to the Grantee, its contractors, successors and assigns, with quitclaim covenants, a perpetual exclusive surface, subsurface and aerial easement, within the terms and conditions hereof, in, over, under and through a portion of the Premises shown on the following described plan, with an average width of \_\_\_\_\_\_\_\_\_\_\_ (\_\_) feet, more particularly being shown as the shaded area (hereinafter referred to as the “Easement Area”) on a plan of land (the “Plan”) entitled, “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to access, inspect, construct, reconstruct, relocate, connect, operate, maintain, repair, replace, alter, and remove overhead utility lines, poles and related appurtenances for the transmission and/or distribution of electricity, intelligence and telecommunications, including video, high speed data, information, and voice services via, and known as, cable, broadband, and other similar utility facilities, including but not limited to the necessary poles, wires, cables, conduits, conductors, manholes, and associated subsurface closures, terminals, pedestals, fixtures, pads, foundations, electronic enclosures with equipment therein, auxiliary power supply, appurtenances and other apparatus and equipment deemed necessary for the purposes specified above, as well as fiber optic network facilities, including but not limited to, fiber optic cables, drops, jumpers, splice enclosures, distribution hubs and distribution terminals, optic network terminals, power supply units, battery backup units, innerducts, wall plates, conduits, raceways and moldings, copper cables and wires, coaxial cables and wires, jacks interconnection devices, interface modules, optical network equipment cabinets and associated equipment and facilities, together with a non-exclusive right and easement for access and the placement of such equipment, utilities and other appurtenances reasonably necessary for the installation, operation and maintenance of the aforesaid equipment located within the Easement Area (collectively, the “Telecommunications System”).

Grantor acknowledges and agrees that the purposes of this Easement Agreement include the provision of services afforded by such Telecommunications System to the Premises, either presently or in the future.

The Grantee shall have the right to trim, clear, keep cleared, cut, and remove such trees and underbrush or other obstructions from the Easement Area as in the reasonable judgment of the Grantee may interfere with or endanger the Telecommunications System and to access the Easement Area by foot and motor vehicles, including heavy equipment, for any of the aforesaid purposes, provided that such passage shall not unreasonably interfere with the Grantor’s use of the Premises.

The Grantee, and any contractor performing work on behalf of the Grantee in the Easement Area, shall carry, without interruption and at its own cost and expense, the following insurance: (a) comprehensive general liability insurance for property damage, bodily injury and death, and (b) workers’ compensation insurance, as required by law. The Grantee shall provide, upon the request of the Grantor, evidence of insurance prior to entering the Premises pursuant to this Easement Agreement.

The Grantee agrees that the Grantor shall not be liable to the Grantee or its employees, agents, contractors or invitees for any injury or death to persons entering the Easement Area pursuant to this Easement Agreement, or loss of or damage to vehicles, equipment or other personal property of the Grantee that are brought upon the Easement Area pursuant to this Easement Agreement, unless such injury, death, loss or damage is caused by the negligence or willful misconduct of the Grantor, or his/her/its employees, agents, or contractors.

If at any time Grantee shall do, or cause to be done, any damage to the Premises as the result of Grantee’s construction, installation, excavation, maintenance, repair, replacement, or reconstruction, the Grantee shall, at its sole cost and expense, restore said damaged area, as reasonably as practicable, to the condition that existed just prior to such damage.

It is agreed that said Telecommunications System and all necessary appurtenances thereto shall remain the property of the Grantee, its successors and assigns, and that the Grantor shall not have any financial interest therein or financial responsibility therefor.

Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, to the addresses set forth above. The names and addresses may be changed at any time by giving notice to the other in the manner provided.

The Grantor reserves the right, and the Grantee shall permit the Grantor, to enter upon and use the Easement Area at any time for Grantor’s purposes, provided that the Grantor does not materially interfere with the Grantee’s use of the Easement Area.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Grantor has hereunto set his/her/its hand(s) and seal(s) the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GRANTOR

**COMMONWEALTH OF MASSACHUSETTS**

<County>, ss.

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as aforesaid, proved to me by satisfactory evidence and identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and acknowledged to me that he/she signed the foregoing or attached instrument voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF EASEMENT**

The Town of <Town>, acting by and through its Selectboard, pursuant to Chapter 164 of the General Laws and any other authority in any way appertaining, hereby accepts the foregoing easements on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2018.

TOWN OF <TOWN>,

By its Selectboard

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COMMONWEALTH OF MASSACHUSETTS

<County>, ss.

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2018, before me, the undersigned Notary Public,

personally appeared the above-named <Selectperson>, member and chair of the Town of <Town> Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of <Town>.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

The <Town> Municipal Light Plant, acting by and through its Municipal Light Plant Manager, pursuant to Chapter 164 of the General Laws and any other authority in any way appertaining, hereby accepts the foregoing easements on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2018.

<TOWN> MUNICIPAL

LIGHT PLANT,

By its Municipal Light Plant Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<MLP Manager>

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2018, before me, the undersigned Notary Public,

personally appeared <MLP Manager>, Municipal Light Plant Manager, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the <Town> Municipal Light Plant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

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