



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

Easement Area over the Property to the extent reasonably necessary to access the same.

3. The Grantee shall have the right to connect the Telecommunications Equipment with such conduits, cables and wires as may exist or be placed in public or private ways adjacent or contiguous to the Easement Area or Property.

4. Grantee shall promptly repair and restore the Easement Area (including re-grading, re-landscaping and repaving the same, as applicable) at its own expense to substantially the same condition that existed prior to any work or other disturbance which Grantee makes in the Easement Area.

5. The Telecommunications Equipment which Grantee has installed or may install in the Easement Area shall remain the property of the Grantee, its successors and assigns.

6. Before installing any new equipment or modifying, replacing, or repairing the Telecommunications Equipment or other installations in the Easement Area, Grantee shall provide Grantor with reasonable plans and descriptions of the proposed work and obtain Grantor's written approval thereof, except in cases of emergency where no prior notice or approval is required. Such approval shall not be unreasonably withheld or delayed. All of the Telecommunications Equipment (including connecting lines) shall be located underground.

7. Grantee shall keep the Telecommunications Equipment in a good and safe condition at all times. Grantee shall use, operate and maintain such Equipment and conduct all other activities on or about the Easement Area in a safe and proper manner, in compliance with all applicable laws and regulations and so as not to injure, damage or adversely affect the health and safety of persons or property on or about the Property. Grantee shall not bring or discharge any hazardous or toxic substances or materials on or about the Easement Area or Property.

8. Grantee shall defend with counsel approved by Grantor, indemnify and hold harmless Grantor and Grantor's partners, trustees, stockholders, members, officers, directors, beneficiaries, employees, contractors, tenants and licensees from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys fees and expenses), causes of action, suits, claims, demands or judgments of any nature caused by or arising from (a) Grantee's use, activities and installations (including without limitation the Telecommunications Equipment) of, on or about the Easement Area and (b) any act, omission, fault, negligence, misconduct or violation of law by Grantee or its employees, servants, agents, contractors, licensees and invitees on or about the Easement Area.

9. At Grantor's request, Grantee agrees to cooperate with or to assist Grantor in the preparation of as-built plans to locate the Telecommunications Equipment on the Property and to execute any further instruments in recordable form in order to locate specifically the Easement Area, which the parties agree will be defined as the areas that

contain Telecommunications Equipment. Thereafter, Grantor may from time to time relocate the Easement Area to a comparable area on the property reasonably sufficient for the operation, maintenance and connection of the Telecommunication Equipment. Upon such relocation, Grantee shall reasonably promptly move the Telecommunications Equipment to the relocated Easement Area. For the first such relocation in any ten-year period, the costs of such move shall be borne by Grantee. For any additional relocations within such ten-year period, Grantor shall reimburse Grantee for the reasonable costs of effecting the move. Upon the request of either party, Grantor and Grantee shall mutually execute and deliver an amendment hereto in recordable form releasing the old Easement Area from the Easement and setting forth the location of the new Easement Area.

10. Grantee's use and enjoyment of all rights granted hereunder shall comply with all instruments of record or to be put on record affecting the Property, including, but not limited to, (a) The Amended and Restated Land Disposition Agreement by and among The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, Massachusetts Water Resources Authority, and the Grantor dated August 5, 2005 and recorded in Book 37860, Page 1; and (b) The Deed with Conservation and Preservation Restrictions dated August 5, 2005 and recorded in Book 37860, Page 176.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed under seal as of the date first set forth above.

Grantor:

WATERWORKS PARK LLC

By:

Print Name: Edward A. Fish

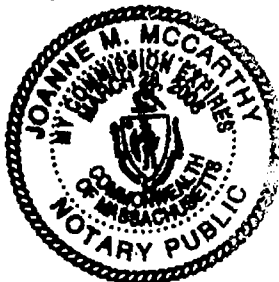
Print Title: _____

Duly authorized

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF NORFOLK)

On this 21st day of MARCH, 2006, before me, the undersigned notary public, personally appeared Edward A. Fish [name of document signer], proved to me through satisfactory evidence of identification, which were MA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he/she] _____ signed it voluntarily for its stated purpose.



Joanne M. McCarthy
(official signature and seal of notary)
My commission expires: 3-28-08