

6

KNOW ALL MEN BY THESE PRESENTS

that this Easement is entered into as of the 19th day of September 2005

by and between Waterworks Park LLC, a Massachusetts limited liability company, having its principal place of business at 65 Allerton Street, Boston, Suffolk County, Massachusetts, 02119, hereinafter sometimes called the Grantor, in consideration of one dollar (\$1.00), the agreements by the Grantee to the Grantor hereinafter contained and set forth, grants to Boston Edison Company, a corporation having an usual place of business at 800 Boylston Street, Boston, Suffolk County, Massachusetts, hereinafter sometimes called the Grantee, its successors and assigns, the non-exclusive, perpetual right and easement (a) to lay, excavate, construct, install, relocate, reconstruct, alter, operate, renew, maintain, replace and remove underground buried cables, conduits, cables, pipes, padmount switch, transformers, fixtures, appurtenances and service and lamp connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission of electricity and the transmission of intelligence by electricity within our land at 2400, 2420, 2430 and 2450 Beacon Street, private property, Boston, (Brighton District), Suffolk County, Massachusetts, shown on a plan hereinafter specified; (b) to place and maintain on the Grantor's land a transformer pad with transformers thereon, padmount switches, switching station, splicing boxes, wire distributing facilities, fixtures, apparatus and service connections; (c) to lay, construct, install, relocate alter, repair, renew and maintain within said private property conduits to be installed by the Grantor, with the necessary wires, underground buried cables, cables, fixtures and appurtenances for service connections to said transformers, padmount switch, switching station, splicing boxes, and wire distributing facilities, (d) to construct and install the facilities hereinbefore specified; (e) to use said line or lines for the



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Page: 1 of 6 11/02/2005 02:08 PM

- 2 -

transmission of electricity to other customers of the Grantee; and (f) to enter upon and authorize or permit agents of the Grantee to enter upon said land of the Grantor from time to time for all of the foregoing purposes and for the purpose of removing said line or lines. All work to be completed by Grantee in a good and workmanlike manner and in accordance with all applicable local, state and federal law. All work shall be completed at Grantee's sole cost and expense.

All facilities are to be installed in locations to be determined by the Grantee with the prior written approval of the Grantor (the "Easement Area"). In addition, any relocation of such facilities by Grantee shall be with the prior written approval of the Grantor, to be granted or withheld in its sole discretion.

Upon completion of any work performed in the Easement Area by Grantee, the Grantee shall, at its sole cost and expense, restore the surface to its previous condition. Paved areas will be replaced with asphalt or concrete. Unpaved areas will be filled to grade with clean fill and topsoil and grass seed will be planted.

The Grantor reserves the right to use the Easement Area for any legal purpose whatsoever, provided that such use shall not substantially interfere with the rights of the Grantee with respect to such areas or materially damage any of the Grantee's facilities in such areas, and reserves the right to relocate the Easement Area to alternate locations as Grantor may reasonably designate taking into account the need to avoid any material adverse impact on Grantee's use of this Easement.

Said private property is shown on a plans attached the Deed recorded at the Suffolk County Registry of Deeds on August 22, 2005 in Book 37860, Page 176, and said rights granted hereunder are subject in all respects to the Deed and to Grantee's compliance with the terms of the Deed.

- 3 -

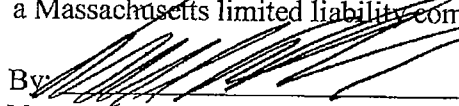
Bank of America, N.A. having a usual place of business at One Federal Street,
Attn: _____ Mail Stop: MA DE 10304X, Boston, MA 02110, holder
of a mortgage of said land of the Grantor, which mortgage is recorded at the Suffolk
County Registry of Deeds on August 22, 2005 in Book 37860, Page 270,
for said consideration paid to the Grantor, hereby joins in this instrument and agrees
with the Grantee that it and its successors and assigns will hold said mortgage and, in
the event of foreclosure thereof, the mortgaged premises subject to said rights; but its
rights and the rights of its successors and assigns under said mortgage shall not
otherwise be affected.

The rights, liabilities, agreements and obligations herein granted and set forth
shall run with the land and inure to the benefit of and be binding upon the heirs,
successors, assigns, representatives, and transferees of the Grantor, as applicable, and
shall inure to the benefit of and be binding upon the Grantee, its successors, assigns and
transferees, as applicable, and upon all other persons claiming by, through or under the
Grantor or the Grantee, respectively.

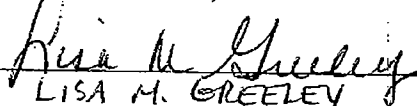
[Signature pages follow]

IN WITNESS WHEREOF, said Waterworks Park LLC and Bank of America, N.A., have caused their corporate seals to be hereto affixed and this instrument to be signed and delivered in their respective names and behalf by their duly authorized officers this 12th day of September 2005.

WATERWORKS PARK LLC,
a Massachusetts limited liability company

By: 
Name: Edward R. Fish
Title: PRESIDENT
Hereunto duly authorized

BANK OF AMERICA, N.A.


By: LISA M. GREELEY
Title: SENIOR VICE PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

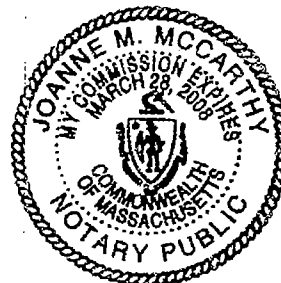
NORFOLK, ss

September 21, 2005

On this 21st day of September, 2005, before me, the undersigned notary public, personally appeared Edward A. Fish, proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it as PRESIDENT for Waterworks Park, LLC voluntarily for its stated purpose.

Joanne M. McCarthy
Notary Public:

My commission expires: 3-28-08



THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

September 19, 2005

On this 19th day of September, 2005, before me, the undersigned notary public, personally appeared Lisa M. Greeley, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it as Sr. Vice President for Bank of America, N.A. voluntarily for its stated purpose.

K. Miller

Notary Public:

Kristine R. Miller
My Commission Expires April 23, 2010

My commission expires: _____

