

Record and Return To:
Eversource Energy
Right of Way Department
107 Selden Street
Berlin, CT 06037

Middlesex County, Commonwealth of Massachusetts

**ELECTRIC TRANSMISSION LINE EASEMENT AGREEMENT
BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
EVERSOURCE ENERGY**

The MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts established and existing pursuant to Chapter 161A of the Massachusetts General Laws ("MBTA" or "Grantor"), with a principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 for consideration of the annual payments, covenants, and agreements set forth herein, grants, without covenants, to NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY, a Massachusetts Corporation and electric company with a usual place of business at 247 Station Drive, Westwood, Massachusetts 02090, and its permitted successors and assigns ("Grantee") (each, a "Party" or collectively, "Parties"), a 99 year, non-exclusive (except as to Grantee's Improvements, defined herein) subsurface easement, subject to the terms and conditions hereof, in certain land owned by MBTA in Sudbury, Stowe, Marlborough, and Hudson, Massachusetts, on the inactive Central Massachusetts Branch Right-of-Way (the "Right-of-Way" or "ROW"), consisting of approximately 8.63 miles of land, with an approximate width of eighty-two and half (82.5) feet, and as more particularly shown on a plan of land (the "Plan") recorded herewith entitled "Easement Plan, to be Acquired by Eversource across property of M.B.T.A, Sudbury, Stow, Marlborough & Hudson, Massachusetts, Scale: 1" = 40' Date: 8/11/2021, Sheets 1 through 34, by VHB Inc.," a reduced-size copy of which is attached as Exhibit A (the "Easement Area"), for the purposes of laying, constructing, reconstructing, operating, maintaining, repairing, replacing, rebuilding and upgrading and/or removing within the Easement Area, Grantee's Improvements as defined herein; and with the further right to enter and go onto, over and across the Right of Way to said Easement Area for the purpose of preparing the Easement Area for construction, reconstruction, operation, maintenance, repairing, replacing, rebuilding, upgrading and/or removing Grantee's Improvements, clearing trees, shrubs and other vegetation, and by removing debris, obstructions, buildings, structures and encroachments, such upgrading to be limited to adding additional lines and/or cables or as otherwise approved by MBTA in accordance with the terms hereof, and such clearing and/or removal as so approved, within said Easement Area, subject to the terms and

conditions set forth herein (all of the foregoing rights being hereinafter referred to as the "Easement"). For purposes of clarity, the Easement Area is coextensive with the area of the ROW within the 8.63-mile segment of such ROW described herein.

Grantor further grants to Grantee the limited right for construction laydown purposes to temporarily store equipment and stockpile materials and relocate excavated soils and store such soils within the ROW during initial construction of the Grantee's Improvements, as defined herein, as reasonable and necessary to exercise the rights set forth above. Such entry shall be subject to the terms and conditions of this Easement Agreement (including, without limitation, Section 6 and Section 8 below).

To the extent any limited surface appurtenances are necessary within the Easement Area in connection the Easement (e.g., manholes and hand holes), such appurtenances shall be permitted provided the same are shown on a plan consented to in writing by MBTA.

"Grantee's Improvements" shall mean, and may include, some or all of the following, and any other facilities hereafter approved in writing by MBTA, for transmission and or distribution lines for electricity including subsurface transmission lines, and conduit and cables for cable-related communications equipment for the use by Grantee for transmission of related data appropriate for the transmission and/or distribution of high voltage electricity and communications from Grantee's Sudbury Substation 342 to the Hudson Light and Power Substation directly related to Grantee's transmission and distribution of electricity for the Sudbury-Hudson Transmission Reliability Project to address the reliability needs of the electric transmission system in the greater Boston area (the "Project") including any such cables and/or lines to be buried at depths as may be required for constructability by MBTA or shown on any plan(s) consented to under the terms hereof and with such permanent or temporary shoring of the trench for lateral support as may be required by MBTA or shown on any such plan(s), including PVC duct banks for subsurface transmission and or distribution lines and PVC conduit for cable-related communications equipment, and any related facilities, including splicing manholes or hand holes, each such duct bank containing high or low voltage direct current or alternating current cables with all related appurtenances (the "Permitted Uses"). Grantee's Improvements shall consist solely of subsurface improvements except those limited surface appurtenances that may be consented to in writing by MBTA.

MBTA is owner of the property containing the "Easement Area" by an indenture dated December 24, 1976, the Boston and Maine Corporation (B&M) conveyed to the Massachusetts Bay Transportation Authority (MBTA) certain property owned by the B&M (the "Massachusetts Central Rail Line" or the "Property") recorded in the Registry in Book 13117, Page 113 and on February 6, 1977, the MBTA adopted an order of taking, recorded on March 17, 1977, in Book 13156, Page 34

This Easement shall be subject to all rights, reservations, easements, agreements, and restrictions of record, insofar as the same are in force and applicable, on the date hereof. Grantee acknowledges that the Easement is also subject to the Alternative Transportation Corridor Lease Agreement by and between MBTA and the Commonwealth of Massachusetts acting by and through its Department of Conservation and Recreation ("DCR") dated December 30, 2010 (the "ATC Agreement"). Grantee agrees that i) it must not materially interfere with or disturb DCR's use of

its leased premises; ii) it shall cooperate with DCR in connection with the future operation, use and maintenance of the multiuse path, and iii) it shall comply with the terms and conditions set forth in the ATC Agreement.

This Easement shall be held by Grantee and its permitted successors and assigns as an easement in gross.

This Easement is non-exclusive, except as to the Grantee's Improvements and Grantor reserves all rights not granted hereby in the Easement Area including, but not limited to, the following:

- A. MBTA reserves to itself all rights not explicitly granted herein;
- B. MBTA reserves to itself the right to install, operate, repair and maintain transportation/rail infrastructure within the Easement Area, provided that such rights will not unreasonably or permanently interfere with Grantee's enjoyment of the rights granted in this Easement;
- C. Subject to the conditions set forth herein, MBTA reserves to itself the right to relocate all or any portion of the Grantee's Improvements to another location within the Easement Area at any time after the expiration of twenty (20) years from the date hereof, if in MBTA's opinion, the Grantee Improvements unreasonably interfere with then present or future use of MBTA's ROW for the operation of its transportation system (and for no other purpose). Upon MBTA's written notice to Grantee to so relocate the Grantee Improvements, given after the expiration of such twenty-year term, such relocation will become effective not less than five (5) years from the date of such notice (so as to allow Grantee sufficient time to commence and complete regulatory permitting proceedings to relocate Grantee's Improvements and to complete the construction of the relocated facilities in advance of any removal of the Grantee Improvements from their current location within the Easement Area without disruption to Grantee's operation of Grantee's Improvements for the transmission of high voltage electrical power). Any such relocation of the Grantee's Improvements to another portion of the Easement Area shall be at Grantee's sole cost and expense. Grantee shall enjoy all rights conveyed herein with respect to the Grantee Improvements as so relocated within the Easement Area. In the event of such relocation to another portion of the Easement Area, the parties shall execute and record an amendment to this instrument to memorialize the relocation of the Grantee Improvements within the existing Easement Area;
- D. MBTA reserves to itself the right to issue licenses to and/or to grant easements to third parties within the Easement Area for any purposes, provided, however, that such future licenses or easements will not unreasonably interfere with Grantee's enjoyment of the rights granted in this Easement, except that temporary interference with Grantee's access to the Easement Area shall be allowed during periods of installation, maintenance, and repair; and
- E. MBTA has previously granted licenses or easements to third parties in the Easement Area, which represent additional exceptions to Grantee's rights therein. Without limitation of the rights reserved by Grantor herein, MBTA reserves the right for MBTA and such licensees and

easement holders to enter onto Easement Area for all purposes allowed under their licenses and easements.

This Easement is granted pursuant to the following additional terms and conditions:

1. Exclusive Use of Grantee Improvements Wherever Located.

Grantor shall have no right, power or authority to use, or to grant any rights to a third-party to use, Grantee's Improvements, whether the same are within or outside the Easement Area, all of which are and shall remain exclusively Grantee's property. Notwithstanding the foregoing to the contrary, Grantor shall have an indefeasible right to use two (2) dedicated fibers within Grantee's fiber optic cable as set forth in Section 2A hereof.

2. Consideration.

Commencing on the date of this Easement and continuing for twenty (20) years hereafter or until paid in full, Grantee shall pay Grantor annually Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) in advance in accordance with the schedule attached hereto, Exhibit C, without notice or demand, setoff, reduction, or recoupment (collectively the "Easement Payment"): The Easement Payment for the first Easement Payment Year, as defined herein, is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) reduced by Grantee's One Hundred Thousand Dollar (\$100,000.00) credit related to the option agreement previously executed by Grantor and Grantee, for a total of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). The annual Easement Payment shall increase annually by one percent (1%), starting at the second year with an increase of 1% of \$425,000, and continue for a period of Twenty (20) years.

Any amounts due hereunder including, without limitation, any Easement Payment, fees, costs, or payments due pursuant to this Easement and/or any License for Entry that are not paid when due shall bear interest from the date due at the rate of eighteen percent (18%) per annum for the period such amounts remain unpaid. For purposes of this Easement, the first "Easement Payment Year" shall commence on _____ and end on the last day of the twelfth (12th) full calendar month following the date hereof. Each successive Easement Year shall be comprised of succeeding periods of twelve (12) calendar months commencing on the day following an anniversary of the last day of the first Easement Year.

Grantee shall be required to pay the Easement Payment regardless of whether or not Grantor sends Grantee an invoice in connection with any such Easement Payment. The Easement Payment shall be made payable to MBTA and mailed to the following address unless otherwise designated by MBTA:

MBTA
P.O. Box 845142
Boston, MA 02284 – 5142

A. Commencing on the date that Grantee completes installation of fiber optic cable

within any portion of the Easement Premises and continuing thereafter throughout the term of this Easement, Grantee shall provide to Grantor, without charge or fee, an indefeasible 99-year right to use and install ("IRU") two (2) dedicated fibers within the fiber optic cable in support of transportation operations or as MBTA may see fit to utilize for any other purposes (the "MBTA Fibers"). Such IRU shall be at Grantor's sole risk and Grantee makes absolutely no representation or warranty of any kind with respect to the MBTA Fibers or their suitability for any purpose, and Grantor will accept the same in their then "AS-IS, WHERE-IS" condition. Except to the extent arising from the negligent acts or omissions of Grantee, and only to the extent permitted by law, Grantor hereby releases Grantee from and agrees to indemnify, defend (at the option of Grantee) and save Grantee harmless from and against any and all damages, losses, costs and expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments to the extent caused by the negligent acts or omissions of the MBTA in its use of the MBTA Fibers.

3. Compliance; Special Conditions.

By acceptance of this Easement, Grantee agrees and covenants that it will comply with all of the terms and conditions set forth herein. Notwithstanding any provision of this Easement Agreement to the contrary, Grantee's use of the Easement Area and ROW shall be subject to the following conditions:

A. In no event shall Grantee's activities within the Easement Area or ROW (including, without limitation, the installation, operation, maintenance, repair, or replacement of Grantee's Improvements): (i) interfere with Grantor's access to the ROW or (ii) adversely impact any existing utility installations within the ROW or existing rights of record.

B. Prior to commencing any excavation, Grantee must cause the Easement Area to be staked in the field by a registered land surveyor and provide Grantor with the results of a survey that depicts the natural features of the land, existing structures, fencing, and utilities. If Grantor determines from the survey that any utility relocation is necessary to accommodate Grantee's Improvements, and it is not practicable to relocate the Easement Area to avoid such utility relocation, then Grantee shall cause such utility relocation at Grantee's sole cost and expense, subject to the approval of any other existing utility, if any.

C. Grantee shall locate and install Grantee's Improvements in a manner that is consistent with use of the ROW as a multi-use path.

D. Grantee shall, at its sole cost and expense, in coordination with DCR construct a multi-use path, including the reconstruction of two bridges and the rehabilitation of one bridge. Grantee shall submit construction plans for the bridges to MBTA for review and approval prior to construction.

E. Grantee shall submit proposed Design Criteria for the bridges to the MBTA's Office of Chief Engineer for review and comment. The proposed Design Criteria shall be in accordance with the MBTA Design Standards, including, but not limited to the following:

- a) Latest Edition of Codes and References - MBTA, MassDOT, AREMA, AASHTO and Massachusetts State Building Code.
- b) Proposed Live Loads (Vehicular, Pedestrian, Snow and etc.), Utility Loads and etc.

F. Grantee must submit a Baseline Bridge Inspection and Load Rating Program in accordance with the MBTA Design Standards to the MBTA.

- a) Grantee shall bare all costs associated with the above.
- b) Grantee will provide a MassDOT Bridge No./BIN Request as required.

G. Grantee's designers for the bridges shall be Registered Professional Engineers in the Commonwealth of Massachusetts.

H. Grantor Railroad Operations shall be provided with engineered plans and reserves the right to provide additional conditions based on their review of the plans.

4. Maintenance and Repair. Grantee shall at its sole cost and expense (i) keep, maintain and repair at all times all of Grantee's Improvements within the Easement Area in good and lawful order, condition and repair; and (ii) promptly make any and all repairs, replacements, alterations to Grantee's Improvements within the Easement Area whether ordinary or extraordinary, foreseen or unforeseen, in accordance with the terms and conditions set forth herein. MBTA has no responsibility to make any repairs, replacements, alterations to Grantee's Improvements within the Easement Area.

5. Subordinate to MBTA Operations. During all periods when MBTA is utilizing the ROW for transportation related purposes, this Easement shall be subject and subordinate to the requirements of MBTA to maintain public safety and to maintain and operate a transportation system and to the requirement that Grantee's exercise of rights in this grant of the Easement may not obstruct, delay, or prevent MBTA's continuance or expansion of transportation service. Grantee understands and agrees to exercise best efforts to prevent and, if occurring, immediately cease any occupation, work, use, or activity permitted hereunder that is inconsistent with the foregoing. MBTA and its employees and contractors shall have twenty-four (24) hour uninterrupted access to the surface of the Easement Area upon the condition that Grantor's employees and contractors or licensees shall not disturb or otherwise unreasonably interfere with Grantee's Improvements except with Grantee's prior consent in each instance, which shall not unreasonably be withheld, delayed, or conditioned.

6. Notice to Proceed; License for Entry; Work Plan and Access Plan.

A. Except for emergency situations governed below, for each proposed work project by Grantee within the Easement Area and before Grantee commences any work within the Easement Area, Grantee shall provide notice of said work project to MBTA and, once

approved, the MBTA shall provide a notice to proceed ("Notice to Proceed") in the form of Exhibit B.

B. Notwithstanding the foregoing, the consideration stated in this Easement includes the fee for any required MBTA License for Entry or Notice to Proceed, as defined herein, and the administrative fee for the initial construction and future maintenance of Grantee's Improvements contemplated by this Easement. Any future construction during a period when the ROW is used by the MBTA for transportation purposes will require a MBTA License for Entry and all standard fees required therein.

C. For Grantee's initial installation and construction of Grantee's Improvements and thereafter, for each proposed work project during any period when the ROW is used by the MBTA for transportation purposes and before commencing any work within the Easement Area, Grantee shall execute a MBTA standard form license for entry ("License for Entry") and submit a plan and detailed specifications (including the materials to be used) and the equipment and proposed methods of performing the work, or any part thereof (the "Work Plan") to MBTA and such other information as may be reasonably required by MBTA. Grantee shall not enter onto the Easement Area or the ROW for the commencement of work until the Work Plan for said work project has been consented to in writing by MBTA. The permitted work will be fully defined in the consented to Work Plan. Grantee shall also provide MBTA with a detailed schedule of times when Grantee, its employees, contractors, subcontractors, or agents would like to be on the ROW (the "Access Plan"). After completion of a work project on, under, within or above the ROW or the Easement Area, Grantee shall promptly return the Easement Area and the ROW to the same condition they were in prior to each such work project, except that permitted Grantee's Improvements may remain in place. At the end of each day's entry, the Easement Area and ROW must be in a safe and operable condition. MBTA agrees that Grantee shall not need a License for Entry to conduct routine or special inspections or to perform testing or routine minor repairs in circumstances where (i) there will be no substantial work performed on Grantee's Improvements; and (ii) there will be no interference with MBTA's transportation system or uses.

D. During any period when the ROW is used by MBTA for transportation purposes, unless entry is made pursuant to an Access Plan consented to by Grantor, Grantee agrees to give, each time it desires entry, at least seven (7) days' prior written notification to Grantor (except in cases of emergency when notice shall be given by contacting Grantor's Maintenance Control Office (current phone number 617-222-5298 to gain access, and otherwise) in accordance with written emergency procedures established contemporaneously with the execution of this Easement, and updated from time to time, among Grantor and Grantee) of its need to access the Easement Area and ROW. Grantee understands that the more notice given to Grantor, the more likely it will be that Grantee can gain access at the times requested. Grantee shall present to Grantor evidence of the insurance coverage required herein before each entry that requires a License for Entry, unless evidence of existing unexpired insurance coverage meeting all insurance requirements is on file with Grantor.

E. Regarding all access by Grantee above, Grantor agrees as follows:

(i) No consents required, including those for all Work Plans, all Access Plans and other access, shall be unreasonably withheld, delayed or conditioned; and

(ii) As to all requested access, whether under an Access Plan or otherwise, Grantor will use good faith efforts to issue prompt responses and, with respect to Emergency Work (referred to below), issue immediate responses.

7. Additional Personnel.

A. During any period when the ROW is used by MBTA for transportation purposes, should MBTA deem that additional personnel beyond the flagman required for each instance of access pursuant to Section 6, such as watchmen, communications or signalization personnel, electric traction personnel, inspectors assigned to construction crews, and/or other measures, including train re-routing, reasonably desirable or necessary to protect its operations, property or employees or other persons within or near the ROW, MBTA shall have the right to place such personnel of MBTA or to take such measures as MBTA deems appropriate at the sole cost and expense of Grantee. Such costs and expenses shall include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. In such cases, Grantee hereby covenants and agrees to bear the full, reasonable cost and expense thereof and to reimburse MBTA within thirty days (30) of receiving an itemized, written invoice for such reimbursement, notwithstanding any dispute with respect to the reasonableness thereof, which shall not be deemed waived by Grantee's payment. MBTA's failure to provide such personnel or take such measures shall not relieve Grantee of any obligation or liability Grantee has otherwise assumed and shall not give rise to any liability to MBTA and its successors and assigns. Upon being notified that such personnel or measures have been deemed necessary or desirable by MBTA, Grantee shall not commence or continue the work permitted under the Work Plan or otherwise, unless and until such required personnel or measures are in place.

B. If Grantee shall deem any requirement for additional personnel or undertaking of other measures by MBTA for the supervision of work by Grantee, as unreasonable, Grantee shall nevertheless pay for such flagging, and the like, but may take exception thereto in writing as an unreasonable requirement in each instance. Without waiving any rights as the parties may have at law or in equity, the parties agree to review such exceptions at the times of billings for such services and attempt to adjust them as appropriate.

C. MBTA agrees that in determining the use of personnel and other safety measures arising under this Easement Agreement, the costs of which will be borne by Grantee, MBTA will employ for this Easement Agreement the same standard it uses for MBTA's own work.

8. Emergency Work. The parties acknowledge their paramount interest in safety and that each activity in the ROW (i.e., high voltage electrical transmission) represents potentially

hazardous activity to life and property. Accordingly, Grantee agrees to actively maintain procedures and training protocols to coordinate any response requiring access to the ROW and Easement Area for Emergency Work, which procedures shall include notice to and cooperation with MBTA. With respect to Emergency Work during any period when the ROW is used by MBTA for transportation purposes, Grantee shall give notice to Grantor as quickly as possible of Grantee's need to access the Easement Area by contacting MBTA's Office of Maintenance Control at 617-222-5298 and arranging for the necessary emergency access to be granted by MBTA. Once such access has been granted by Grantor, Grantee may immediately enter the ROW and Easement Area for the sole purpose of performing Emergency Work. "Emergency Work" of Grantee will be deemed to include such work as may be necessary, in the reasonable determination of Grantee, to restore or prevent the interruption of service to Grantee's electricity customers or work necessary to comply with urgent governmental requirements or to address health and safety issues, all of the foregoing to the extent such work could not be performed on a non-emergency basis without materially compromising public health or safety. Notwithstanding the absence of a written license agreement in the case of Emergency Work, during any period when the ROW is used by MBTA for transportation purposes, Grantee shall be liable to MBTA for all obligations of a licensee under the License for Entry (as limited by the provisions of this Easement Agreement), including but not limited to costs of flagmen and other safety personnel, shuttle buses and other costs of maintaining a commuter service, indemnification against third-party claims, and repairs to MBTA facilities.

9. Completion of Work.

A. During any period when the ROW is used by the MBTA for transportation purposes, for each Work Plan or emergency access, upon completion of its work, Grantee shall provide written notice of the date of project completion ("Notice of Project Completion") to Grantor's Railroad Operations Department. Grantee shall also provide to Grantor's Railroad Operations Department, within 90 days of installation of Grantee's Improvements, one reproducible so-called "as-built" copy of each construction drawing marked to indicate all changes and deviations from the original consented to Work Plan and indicating the final conditions of the ROW upon completion of the work authorized pursuant to that Work Plan ("Record Drawings"). All Record Drawings shall be received by Grantor subject to final inspection and acceptance, which acceptance shall not be unreasonably withheld, delayed or conditioned. If MBTA does not provide acceptance or specific written objections to the Record Drawings within 30 days after they are submitted by Grantee, Grantee shall send to MBTA, by certified or registered mail, return receipt requested, a request for acceptance or written objections within an additional thirty (30) days and a statement in a separate paragraph on the first page referring to this section of this Easement and stating:

If no reply is received by Grantee within such period, Grantee shall send a second such 30-day request and if no reply is then received, it shall be presumed that such Record Drawings are accepted by MBTA. Each Notice of Project Completion and the Record Drawings shall be delivered to:

MBTA Railroad Operations Department

32 Cobble Hill Road
Somerville, MA 02143
Attn: Director of Engineering and Maintenance

with a duplicate to:

Massachusetts Bay Transportation Authority [need new address]
Capital Delivery Department
10 Park Plaza
Boston, MA 02116
Attn: Chief of Capital Programs

B. If the Record Drawings differ significantly from the Easement as described herein or from the Easement Plan (or any amended Easement Plan), then a new easement plan shall be prepared by Grantee and, after acceptance by Grantor, shall be recorded by Grantee. Any easement plan prepared pursuant to this Easement Agreement shall be certified by a land surveyor registered in the Commonwealth of Massachusetts and shall be prepared in recordable form in conformance with the rules and regulations of the Registry of Deeds and with any requirements of MBTA.

10. Compliance with Laws. At all times, Grantee shall comply with, and shall cause all work hereunder to comply with, all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances. Grantee shall ensure at all times that the installation, operation and maintenance of Grantee's Improvements (including without limitation its electric transmission lines) comply with prudent electric utility industry construction and engineering practices, including (except to the extent waived by Grantor in writing) Grantor's Standard Specifications as of the time of any work commencement, a copy of which Standard Specifications shall be made available to Grantee upon its request. Grantee shall also be responsible for obtaining and maintaining any and all Federal, state, public utility commission, local and/or other governmental authority permits and/or approvals necessary to carry out the Permitted Uses. MBTA agrees reasonably to cooperate with the efforts of Grantee in obtaining and complying with such permits and approvals.

11. Compliance with Easement and License for Entry.

A. Grantee shall comply with all the terms and conditions contained herein and any applicable License for Entry, Notice to Proceed, and any related Work Plan and Access Plan. In the event Grantee shall fail to comply with any term or condition herein or in any License for Entry, Notice to Proceed, Work Plan or Access Plan (an "Event of Default"), Grantee shall have thirty (30) days from receipt of such notice to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such thirty day (30) period, then so long as Grantee proceeds with due diligence to commence to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same. Notwithstanding the preceding, if the Event of

Default is one that threatens the safety of the public or the ability of MBTA to operate the transportation system and/or conduct any of its daily business functions, then it shall be considered an emergency Event of Default and if Grantee does not immediately commence and diligently prosecute a cure, MBTA may use self-help at the expense of Grantee and Grantee shall be responsible for such expenses.

B. Grantee represents and warrants that, during any period when the ROW is used by the MBTA for transportation purposes, any repair or replacement of any Grantee Improvements located on or near the Easement Area affecting or threatening public safety or the operation of a transportation system will receive priority commensurate with Grantee's other public service customers. Nothing in this Easement Agreement will prevent MBTA from taking such actions as it deems necessary or appropriate with respect to operating a transportation system, including but not limited to repairing and replacing MBTA facilities and operating alternative transportation such as buses as a result of interference caused by Grantee Improvements.

In the event MBTA (or its contractors) exercises any such rights stated in this Section 11., then Grantee shall pay to MBTA all of the costs of taking such actions and, in addition, interest on such amount shall be paid at the annual rate of six (6%) percent over the prime rate for investment-grade large corporate borrowers as reported on the day of MBTA's or its contractor's billing of Grantee by the Wall Street Journal (the "Default Rate"); and such interest shall accrue on a daily basis based on the balance due for the number of days after Grantee receives such billing to the date MBTA or its contractors receives Grantee's payment thereof. Such payment shall be due within thirty (30) days after Grantee's receipt of an invoice including reasonable evidence of such costs, including third party bills, daily logs, cash disbursements and the like.

In no event shall MBTA have the right to terminate this Easement as a result of an Event of Default unless the Event of Default is caused by noncompliance with Section 25 "Assignment" or nonpayment of any Easement Payment, fees, costs or payments due pursuant to this Easement and/or any License for Entry or Notice to Proceed ("Noncompliance/Nonpayment Event of Default"). Upon any Nonpayment Event of Default, MBTA shall have the right to terminate this Easement upon ninety (90) days' prior written notice to Grantee in accordance with and in compliance with all applicable laws. Grantee shall have the right to cure a Noncompliance/Nonpayment Event of Default by coming into compliance with Section 25 or tendering payment in full prior to the expiration of the ninety (90) day Noncompliance/Nonpayment Event of Default notice period.

If an Event of Default has not been cured by Grantee, in addition to any termination or self-help remedies as provided herein, MBTA shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies against Grantee. Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, of MBTA in enforcing any of Grantee's obligations hereunder.

12. Dig Safe. Grantee acknowledges that there may be surface and subsurface railroad and/or third-party utilities on, under, over and adjacent to the ROW and agrees to exercise extreme caution in performance of each Work Plan's permitted activities. Grantee shall comply with Massachusetts

General Laws, Chapter 82, Section 40 (said statute also known as the “Dig Safe” law) and the regulations promulgated pursuant thereto, including, but not limited to, 220 CMR 99.00, et seq. or any amendment thereof or superseding statute or regulations. If, in connection with a Work Plan’s permitted activities, Grantor locates and marks railroad utilities in the railroad ROW and land appurtenant thereto, Grantee shall be responsible for payment for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of Grantor. Any damage to such utilities caused by Grantee, its employees or contractors engaged by Grantee shall be the sole responsibility of Grantee. If Grantee does not immediately repair any utilities it has damaged, Grantor, without being under any obligation to do so and without waiving Grantee’s obligation hereunder, may repair any utilities damaged by Grantee immediately and without notice in case of emergency. In the event Grantor exercises such right, Grantee shall pay to Grantor all of Grantor’s reasonable costs of performing such repairs, such payment to be made within thirty (30) days after Grantee’s receipt of evidence of such costs, including third-party bills, daily logs, cash disbursements and the like. Interest on the unpaid balance thereof shall accrue on a daily basis on any unpaid amount will accrue at the Default Rate. Nothing in this Section 12 shall be interpreted to mean that Grantee shall have the right to dig or otherwise disturb the soil on the ROW except as otherwise provided herein. In addition, Grantor may exercise all available remedies at law or in equity, except termination of this Easement, to achieve the purposes, or enforce the provisions, of this Section 12.

13. Indemnification and Environmental Matters.

A. Grantee shall protect, indemnify, defend (at the option of MBTA) (subject to Section 15 below), and save Grantor harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, damages to real estate or personal property or the illness, injury or death of a person, and those related to any environmental condition or to oil and hazardous materials as those terms are defined in Massachusetts General Laws Chapter 21E (“Chapter 21E”) and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “MCP”), (collectively, “Hazardous Materials”), that may be imposed upon or incurred by or asserted against Grantor and which occur or arise as a result (but only to the extent) of any of the following activities or occurrences irrespective of whether they occurred before or after the effective date of this Easement, and except to the extent that the “claim” arose because of the gross negligence or willful misconduct of Grantor or their respective employees, contractors, lessees, grantees or licensees:

- (i) the use and enjoyment of the Easement by Grantee, the presence of Grantee’s Improvements on the Easement Area, and all activities of Grantee or its respective employees and contractors within the Easement Area and ROW; or
- (ii) the presence or discovery of any environmental condition, including Hazardous Materials on the Easement Area or the ROW (or other property of Grantor adjacent to the ROW), which presence or discovery is a result of the activities of Grantee or its employees or contractors, provided that Grantee’s obligations with

respect to Hazardous Materials not introduced, placed or released by Grantee or its employees or contractors shall be limited to compliance with the Utility Related Abatement Measures ("URAM") set forth in 310 CMR § 40.0460 et seq., as the same may be amended from time to time but only if Grantor is not required to take any response actions or incur any costs or expenses with respect to such Hazardous Materials (Grantor agreeing to use commercially reasonable efforts to limit its obligations to take such response actions or incur such costs or expenses); and provided, further, that (x) Grantee's obligations with respect to Hazardous Materials (i) within the ROW shall be limited to those response actions required under Applicable Laws for the use of the ROW as a railroad right of way, or (ii) within Grantor's property adjacent to the ROW shall be limited to those response actions required under Applicable Laws for the use of such adjacent property for its then current uses, and (y) Grantee's maximum liability for contamination discovered (but not caused) by Grantee shall be Two Million Dollars (\$2,000,000.00) per release tracking number assigned by the Massachusetts Department of Environmental Protection, and Four Million Dollars (\$4,000,000.00) in the aggregate; or

(iii) the placement or accidental release of any Hazardous Materials on, in, at, under, over, through or associated with the ROW or Easement Area (or other property of Grantor adjacent to the ROW) by Grantee or its employees, agents, contractors, or subcontractors; or

(iv) any failure of Grantee or its employees, agents, contractors, or subcontractors to perform or comply with any of the terms hereof, or any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the Grantee's Improvements or Permitted Uses or any part thereof.

Grantee's covenant to indemnify and defend and save Grantor from claims related to the causes set forth in the four immediately preceding subsections above includes indemnification and defense of Grantor from claims arising from the presence of Hazardous Material on, in, at, over, under, from, through or associated with the Easement Area and/or ROW and for any Hazardous Materials on abutting property not owned by Grantor caused by migration of such Hazardous Materials from the Easement Area and/or ROW, in all cases to the extent attributable to actions of Grantee, its employees or contractors, as aforesaid, and includes, without limitation, third-party claims for property damages and decreases in land values. Further, such indemnification includes the obligation of Grantee to perform any required response action related to the Easement Area and/or ROW required by a governmental authority at Grantee's sole cost and expense and in accordance with Chapter 21E, the MCP, and any other Applicable Laws. For the purpose of this Easement, the term "Applicable Laws" with regard to environmental laws, means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental agencies, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable. With this meaning of Applicable Laws, Grantee may, to the maximum extent permitted by law, limit response actions, if such actions are necessary, to those required under the URAM regulations, or take other actions as permitted by law, but only if Grantor is not required

to take any response actions or incur any costs or expenses with respect to Hazardous Materials discovered (but not caused by) Grantee. Furthermore, (x) Grantee may limit response actions, if such actions are necessary, (i) within the ROW, to those response actions required under Applicable Laws for the use of the ROW as a railroad right of way, or (ii) within Grantor's property adjacent to the ROW, to those response actions required under Applicable Laws for the use of such adjacent property for its then current uses, and (y) Grantee's maximum liability for contamination discovered (but not caused) by Grantee shall be \$2 million per release tracking number assigned by the Massachusetts Department of Environmental Protection, and \$4 million in the aggregate.

Any and all issues relating to Chapter 21E, the MCP, Hazardous Materials and/or any response actions pursuant to this Section must be coordinated directly with the MBTA's Environmental Department, Senior Director of Energy & Environment. Any and all submittals that are required pursuant to this Section must be sent to the attention of Senior Director of Energy & Environment at 10 Park Plaza, Boston, MA 02116.

The provisions of this Section 13 shall survive the termination of this Easement.

14. "As Is" Condition of Easement Area. Grantee has determined that the Easement Area and surrounding ROW are suitable for the uses Grantee contemplates and accepts the Easement Area in its current "as is" condition. Grantee assumes all the risk of entry onto and use of the Easement Area and the ROW. Grantee hereby releases Grantor from any responsibility for Grantee's losses or damages related to the condition of the Easement Area and the ROW (including, but not limited to the presence of pre-existing Hazardous Materials), and Grantee covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit, or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against Grantor or any MBTA contractors, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection, fines or penalties, permit and annual compliance fees, reasonable attorneys' and other professionals' expenses and fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Easement Area or the ROW and which occur or arise from (i) Grantee's use and enjoyment of the Easement Area or the ROW, and all activities of Grantee or its respective employees or contractors or (ii) the presence or discovery of any environmental conditions, including Hazardous Materials on the Easement Area or the ROW (or other property of Grantor adjacent to the ROW), which presence or discovery is the result of the activities of Grantee or its employees or contractors; or (iii) the accidental release of any Hazardous Materials on, in, under, over, through or associated with the ROW or Easement Area (or other property of Grantor adjacent to the ROW) by Grantee or its employees or contractors ;or related to the noise, odor, vibrations, particles, pollution, fumes, compaction and electromagnetic fields (collectively "Negative Impacts") that occur as a result of Grantor's present and future operation of its transportation system on the ROW. Grantee shall obtain a written release of liability similar to the one in this Section 14 and in the next Section 15 in favor of the Grantor from each of Grantee's consultants and contractors before they enter onto the ROW or the Easement Area.

The provisions of this Section 14 shall survive the termination of this Easement.

15. Indemnification of Claims. In clarification of the release and covenants of defense and indemnification set forth in Section 13, and not in limitation of them, Grantee shall indemnify, defend (at the option of Grantor) and save Grantor harmless from and against any and all damages, losses, costs, and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments related to the injury, illness or death of anyone including any employee of Grantee, except to the extent the "claim" arose because of the gross negligence or willful misconduct of Grantor or its respective employees, contractors, lessees, grantees or licensees. It shall not be negligence for Grantor to allow Grantee and third parties access to the ROW or the Easement Area.

A. Grantee shall be notified, in writing, by Grantor within a reasonable time from Grantor's receipt of the assertion of any claim against Grantor that Grantee has agreed to indemnify above (the "Indemnified Claim").

B. If Grantor decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response to an Indemnified Claim itself, Grantee shall reimburse Grantor for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Grantor in connection with Grantor's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP.

C. If Grantor decides to have Grantee defend the Indemnified Claim or handle the response action, Grantor shall notify Grantee of that decision in writing and Grantee shall bear the entire cost of defending the Indemnified Claim and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that Grantor is fully indemnified by Grantee and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by Grantee on behalf of Grantor or any other action that would materially prejudice the rights of Grantor without Grantor's express written approval. Grantor shall cooperate with Grantee in the defense of any Indemnified Claim.

The provisions of this Section 15 shall survive the termination of this Easement.

16. Non-Exclusive. MBTA reserves to itself all rights not explicitly granted herein. The term "Non-Exclusive," as used herein, shall mean that Grantee does not have exclusive rights in, within, over, under or through the Easement Area, except with respect to Grantee's Improvements. In particular, and not in limitation of the foregoing, MBTA may have previously granted licenses or easements to third parties for utility and/or communication installations and MBTA reserves the right for MBTA, and such licensees and easement holders, to enter onto the Easement Area to maintain, repair, replace, relocate and/or remove said utility and/or communication installations. In addition, MBTA reserves the right to continue to license to and/or to grant easements to third parties within the Easement Area (whether surface, subsurface or aerial) for uses and purposes, so

long as such grants do not unreasonably interfere with Grantee's use and enjoyment of the rights granted in the Easement Agreement; except that during periods of installation and repair, MBTA shall require such licensees/easement holders to minimize their impact on Grantee's access to the Easement Area, and to return the Easement Area to substantially the condition it was previously in as quickly as possible. However, nothing contained herein shall limit the right of MBTA to grant licenses, leases and/or easements to utility companies or related companies for the purpose of crossing over the ROW for any necessary or required utility connections, provided that such grants do not interfere with Grantee's access to Grantee's Improvements and/or the safe and compliant operation of Grantee's Improvements. Grantee shall be provided with plans of any proposed grants of rights by MBTA in the Easement Area and shall have the right within ninety (90) days after receipt of such plans to request reasonable design adjustment to minimize impact to Grantee's access and Improvements. MBTA shall not be liable for delays, obstructions, or like occurrences affecting Grantee, arising out of the use of the Easement Area by MBTA or by others so authorized by MBTA. Grantee shall take such steps as may be necessary to prevent unreasonable interference caused by the work and rights of Grantee authorized hereunder to any other utility or communication systems currently located in, on, under or above the Easement Area and any such interference shall be corrected promptly, and at the sole cost and expense of Grantee.

17. Compliance with Railroad Operations Directorate. Grantee shall ensure at all times that the installation, operation, maintenance, repair, replacement, relocation and removal of Grantee's Improvements comply with sound construction and engineering practices; with the engineering and safety rules and regulations imposed by any governmental authority having jurisdiction over Grantee or MBTA; with appropriate standards of recognized industry and professional associations, including but not limited to, applicable building codes; and with MBTA's standards for engineering and safety referenced in MBTA Railroad Operations Directorate as it may be updated from time to time. However, it is specifically acknowledged that as a part of the consideration for this Easement that MBTA is waiving the following standards stated in the Massachusetts Bay Transportation Authority Railroad Operations Directorate dated August 2014 as follows: I Guidelines And Procedures For Construction On MBTA Railroad Property, Section 9.01 C2; II Maintenance And Protection Of Railroad Traffic, Sections 2.10 and 2.11; IV Pipeline Occupancy Specifications, and V Specifications For Wire Conduit And Cable Occupations, Sections 3.02 E 1, 4.01 B, and 5.01 including plates II, III IV and VI.

18. No Liens. Grantee shall not encumber or voluntarily cause a lien to be placed upon the Easement Area and shall take all steps necessary to immediately remove any involuntarily imposed encumbrances or liens relating to debts or claims against Grantee at its sole cost and expense. Grantee may, however, upon written notice to Grantor, but without requiring Grantor's consent or approval, mortgage, collaterally assign or otherwise encumber and grant security interests (collectively, a "security interest") in all of, but not less than, Grantee's interest in the Easement and Grantee's Improvements (collectively, the "Grantee Property") to an institutional lender or group of lenders or agent on their behalf to secure the payment of any loan obtained by Grantee with respect to the Easement Area subject to the terms of this Easement. The various security interests in all or a part of the Grantee Property are collectively referred to as a "Grantee Mortgage" and the holder of such security interest a "Grantee Mortgagee". Any Grantee Mortgagee shall use the Grantee Property solely for the purposes permitted under this Easement. Whenever Grantee has granted a security interest in this Easement, it will so notify Grantor within thirty (30) calendar days; provided that failure to give such notice shall not constitute a default under this Easement

Agreement, but rather shall only have the effect of not binding Grantor to provide such Grantee Mortgage with notice until Grantee provides notice including the Grantee Mortgagee's address.

19. Mortgagee Protection Provisions.

A. Opportunity to Cure. Grantor shall use reasonable effort to give written notice of an Event of Default to each Grantee Mortgagee of whom it shall have received written notice at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Grantee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Grantee, and/or the right, but not the obligation, to remove any Grantee's Improvements or other property owned by Grantee or such Grantee Mortgagee located on or within the Easement Area to the same extent as Grantee. Failure by Grantor to give a Grantee Mortgagee notice of default shall not diminish Grantor's rights against Grantee.

B. Grantee Mortgagee Liability. Any Grantee Mortgagee whose interest in Grantee Property is held solely for security purposes, shall have no obligation or liability under this Easement unless and until Grantee Mortgagee succeeds to absolute title to Grantee Property and the rights of Grantee under this Easement. A Grantee Mortgagee shall be liable to perform obligations under this Easement only for and during the period it directly holds such absolute title.

C. Grantee Mortgagee's Right to Enforce Mortgage and Assign. Each Grantee Mortgagee shall have the right, in its sole discretion: (i) to assign its Grantee Mortgage; (ii) to enforce its lien and acquire title to all of Grantee Property by any lawful means; (iii) to take possession of and operate all of Grantee Property and to perform all obligations to be performed by Grantee under this Easement, or to cause a receiver to be appointed to do so; and (iv) to acquire all of Grantee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of Grantee rights under this Easement to a third party. Grantee Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing a default under this Easement except in the event Grantee succeeds to absolute title to Grantee's Improvements and the rights of Grantee hereunder. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes Grantee Mortgage (or its employees, agents, representatives or contractors to enter upon the ROW to complete such performance with all of the rights and privileges of Grantee hereunder.

D. Estoppel Certificates. Upon request from time to time, Grantor shall execute and deliver to Grantee or a Grantee Mortgagee a commercially reasonable certificate certifying as to the truthfulness of matters concerning this Easement (including the absence or existence of Events of Default), acknowledging the rights of a Grantee Mortgagee with respect to Grantee Property and addressing such other matters as Grantee or a Grantee Mortgagee may reasonably request.

20. Termination or Abandonment of Easement. Upon the termination of this Easement, or

within two (2) years after the date that Grantee permanently ceases to use the Easement Area or ROW, in Grantor's sole determination, Grantee shall, at its sole cost and expense, remove Grantee's Improvements excepting therefrom Grantee's conduit or conduits which shall be abandoned in place, and insofar as practicable restore the Easement Area to the condition it was in prior to Grantee's activities in the Easement Area. Any Grantee Improvements not so removed shall, at the option of Grantor, either become the property of Grantor or be removed by Grantor and disposed of without any liability to Grantor for such removal and disposition and the Easement shall terminate and be of no further force and effect except for Sections 13, 14, and 15 herein which shall survive termination of this Easement.

21. Non-Discrimination. With respect to the exercise of its rights and privileges herein granted, Grantee shall undertake affirmative action as required by federal and state laws, rules and regulations pertinent to civil rights and equal opportunity as applicable to Grantee's rights and obligations hereunder, unless otherwise exempted therefrom. Grantee agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with applicable federal law and applicable state laws, rules and regulations.

Grantee shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability, or military veteran status in its activities on the Easement Area, including without limitation, in the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Grantee shall use commercially reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and services related to its activities on the Easement Area.

22. Payment of Taxes.

A. Grantee shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming due during the time during which the Easement continues to exist, which may be assessed against Grantee or Grantor which are directly attributable to Grantee's Improvements on, or Grantee's use of, the Easement Area, or any other personal property or fixtures of Grantee located thereon (collectively referred to as "Taxes"). Grantee shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for its nonpayment.

B. Grantee may contest in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided Grantee shall indemnify Grantor against any resulting loss, cost and expense. Grantee shall not permit a lien or encumbrance to be placed on the Easement Area by reason of its failure to pay any Taxes and, if any such lien or encumbrance shall be imposed, shall cause the same to be released or bonded off promptly after notice thereof to MBTA.

23. Insurance. Grantee (and its consultants and contractors performing work on the Easement Area) shall at all times maintain the following insurance and shall provide the MBTA with a certificate or certificates of insurance and shall, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which the MBTA and others hereinafter specified are either additional insureds or named insureds as their interests may appear and which provide minimum liability coverage as follows:

(i) Commercial General Liability Insurance:

Insuring Grantee and all activities of Grantee permitted pursuant to this Easement Agreement, as well as Grantee's indemnification obligations contained herein, with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$4,000,000) in aggregate and Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00). Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall **include** the MBTA as additional insureds. This policy shall provide coverage on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of the MBTA.

(ii) Workers' Compensation Insurance and Employers' Liability Insurance:

Insuring all persons employed by Grantee in connection with any work done on or about the Easement Area with respect to which claims for death or bodily injury could be asserted against the MBTA, including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. Each of Grantee's contractors, subcontractors, and consultants performing work on or about the Easement Area shall have similar policies covering their employees. All policies of insurance required by this Section 23(ii) must contain a clause waiving the right of subrogation **where required by contract or written agreement prior to loss**. The policy shall include a waiver of subrogation in favor of the MBTA.

(iii) Automobile Liability Insurance:

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) covering all owned, non-owned, hired, rented or leased vehicles of Grantee and its subcontractors and consultants that are used in the activities permitted hereunder. Such insurance shall be written on an **each accident** basis (as opposed to a claims made basis). This policy shall **include** the MBTA and the Railroad Companies as additional insureds. This policy shall provide coverage on a primary and non-contributory basis. This policy shall include a waiver of subrogation in favor of the MBTA.

(iv) Excess Liability Insurance:

Excess liability insurance with limits of Ten Million Dollars (\$10,000,000) providing excess coverage over all limits and coverage noted in paragraph (i) and paragraph (iii) above. Such insurance shall be written on an **claims first made** basis. This policy shall **include** the MBTA and the Railroad Companies as additional insureds. This policy shall provide coverage on a primary and non-contributory basis. The policy shall contain a clause waiving the right of subrogation **where required by contract or written agreement prior to loss.**

(v) Insurance during Construction and Installation:

Grantee shall procure or cause to be procured builder's all risk insurance during any period when a Construction Project is being undertaken by or on behalf of Grantee on the Easement Area.

(vi) Railroad Protective Liability Insurance:

In the event that any work occurs within fifty (50) feet of an active right-of way or if any work of any kind by Grantee poses a risk to foul an active right-of-way, Grantee shall procure Railroad Protective Liability Insurance insuring the MBTA and the Railroad Companies with limits of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and, subject to that limit for each person, a total limit of Ten Million Dollars (\$10,000,000) for all damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident. The MBTA and the Railroad Companies shall be "first named insureds" on the Railroad Protective Liability Insurance Policy. The Designated Railroad Operator shall be provided with an original policy of Railroad Protective Liability Insurance and the MBTA and remaining Railroad Companies shall be provided with a certificate of insurance; in the event there is no Designated Railroad Operator, then the MBTA shall be provided with the original policy.

(vii) Insurance during Construction and Installation:

Grantee shall procure or cause to be procured pollution liability insurance in an amount of Five Million Dollars (\$5,000,000.00) per the construction insurance specifications, naming the MBTA as an additional insured.

The MBTA may require reasonable increases in limits of the above insurance coverages from time to time. The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed or eligible as specified by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better, shall be kept in full force and effect at all times, shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA and the Railroad Companies, and shall require that the MBTA be given at least thirty (30) days' advance written notice in the event of any cancellation or non-renewal in coverage. Grantee may self-insure for any or all of its obligations under this Section. All required policies of insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism. All such insurance as is required of Grantee shall be provided by or on behalf of all contractors, subcontractors and consultants to cover their operations

performed. At the inception date of this Easement Agreement and throughout the term of this Agreement, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. Grantee shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by any contractor, subcontractor or consultant of Grantee.

Notwithstanding anything contained above to the contrary, Grantee shall provide DCR with all such insurance coverage as may be required under the terms of the ATC Agreement.

24. Liability; Damages. The obligations of MBTA and Grantee under this Easement are not intended to be and shall not be personally binding on, nor shall any resort be had to the personal assets of any of its directors, officers, partners, beneficiaries, members, stockholders, employees, or agents.

25. Notice. Notices required to be delivered hereunder shall be in writing and either (a) shall be delivered in hand or by recognized overnight courier services with signed receipt, or shall (b) be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice at the address(es) stipulated below, until such party notifies the other party of a change of address in like manner. Notices shall be deemed given on the date of the delivery or completed transmission, as aforesaid.

IF TO GRANTOR:

Massachusetts Bay Transportation Authority
Office of Real Estate and Asset Development
Ten Park Plaza
Boston, MA 02116
Attn: Chief of Real Estate

and

Massachusetts Bay Transportation Authority
Office of the General Counsel
Ten Park Plaza, Suite 3510
Boston, MA 02116
Attn: General Counsel

and

Massachusetts Bay Transportation Authority
Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143
Attn: Director of Engineering and Maintenance

WITH A COPY TO:

Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116
Attn: Tenant Management

IF TO GRANTEE:

NSTAR Electric Company
d/b/a Eversource Energy
247 Station Drive SE 210
Westwood, MA 02090
Attn: T&D Right of Way and Survey Engineering

26. Force Majeure. The time period for the completion of all obligations of each party hereto shall be extended for such additional periods as may be required due to a "Force Majeure Event" defined as materials unavailability or shortages, war, civil commotion, embargoes, casualties, acts of God, or any other similar events which are beyond the control of the party obligated to perform. If a Force Majeure Event occurs, the party obligated to perform shall notify the other party hereto promptly with an identification of the Force Majeure Event; and after the Force Majeure Event has ended, the party obligated to perform shall notify the other party promptly of such circumstances and then promptly complete the obligation with all due diligence.

27. Counterparts. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract and grant, is to take effect as a sealed instrument, sets forth the entire agreement between the parties on its subject matter and may be cancelled, modified or amended only by a written instrument in recordable form executed on behalf of both Grantor and Grantee by duly authorized signatories. This Easement Agreement, and any amendment thereto, shall be recorded and/or registered by Grantee at its sole cost and expense at the Middlesex (South) County Registry of Deeds, promptly after it is executed by the parties.

28. Run with the Land. The obligations and benefits created pursuant to this instrument shall run with and bind the land described herein and bind and inure to the benefit of the respective parties, and their successors and assigns.

29. MBTA Decision. The parties agree that in each instance where a decision, consent, approval, requirement, determination, condition, or the like (collectively, the "MBTA Decision") is called for or contemplated in this Easement, the MBTA Decision will be in the sole discretion of MBTA as to matters identified by MBTA as affecting railroad and transportation safety; and in all other matters the MBTA Decision will be in the reasonable discretion of MBTA applying the same criteria as MBTA then-currently applies to other, similar utility easements. Grantee may rely only on MBTA Decisions in writing; no MBTA Decision may be deemed or inferred by silence or the passage of time. The parties agree that electronically transmitted communications from MBTA to Grantee shall be considered written decisions, consents or approvals if the context of the

transmission so indicates.

30. Conflicts. In the event of a conflict between the provisions of this Easement Agreement and any License for Entry and Notice to Proceed executed by the parties hereunder, excepting reasonable increases to insurance requirements, the provisions of the Easement Agreement shall apply.

31. Exemption from Excise Tax on Deeds. Pursuant to Massachusetts General Laws, Chapter 64D, Section 1, the recording of this instrument is not subject to any excise tax on deeds.

[Signatures on next page]

Executed as a sealed instrument on this 25th day of April, 2022.

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY

By:

Steve Poftak General Manager

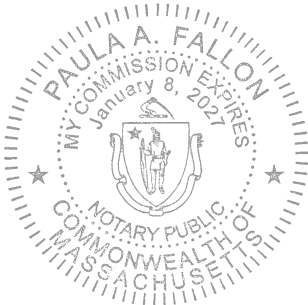
COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned notary public, personally appeared the above named Steve Poffel, the General Manager of the Massachusetts Bay Transportation Authority, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned

Paul A. Fallon

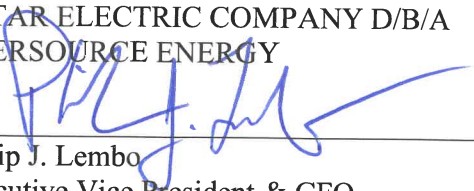
Notary Public Paula A. Fallon

My Commission Expires: Jan. 8, 2027



[Additional signatures on next page]

NSTAR ELECTRIC COMPANY D/B/A
EVERSOURCE ENERGY

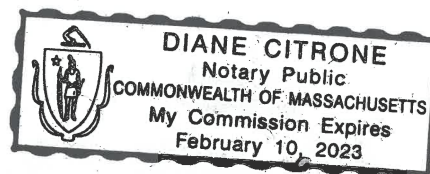
By: 
Philip J. Lembo
Executive Vice President & CFO

STATE OF Massachusetts
COUNTY OF Norfolk

)
) ss. March 29, 2022
)

Before me, the undersigned notary public, personally appeared the above named _____, the Philip J. Lembo, Executive Vice President and CFO of Eversource Energy, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned.


Notary Public
My Commission Expires:



[See Attached]



J. M. CANTON
J. H. GIBSON
P. J. HARRIS
G. R. PUGH

[illegible]

SEE SUBJECTS

CLERK OF DISTRICT COURT
27 SOUTH KATY
DALLAS, TEXAS

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THE BUREAU OF THE
FEDERAL RESERVE
SYSTEM


Abstract

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BUREAU OF BUDGETS OF THE COMMISSIONERS OF THE DISTRICT OF COLUMBIA.

VERSOURCE
VIB, INC.
Engineers | Scientists | Planners | Designers
111 Walnut Street, P.O. Box 9151
Watertown, MA 02471-9151
(617) 924-1770

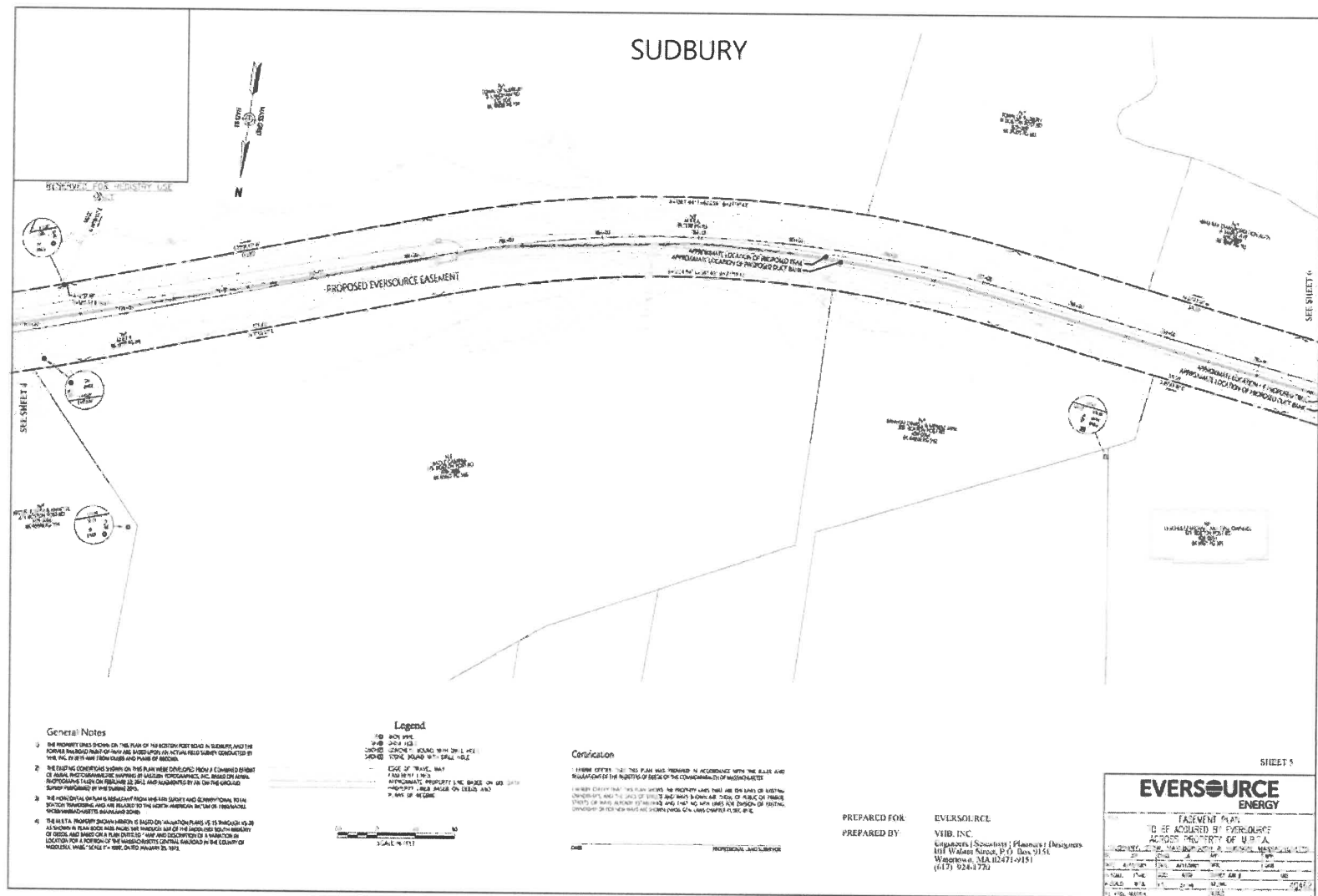


EVERSOURCE
ENERGY

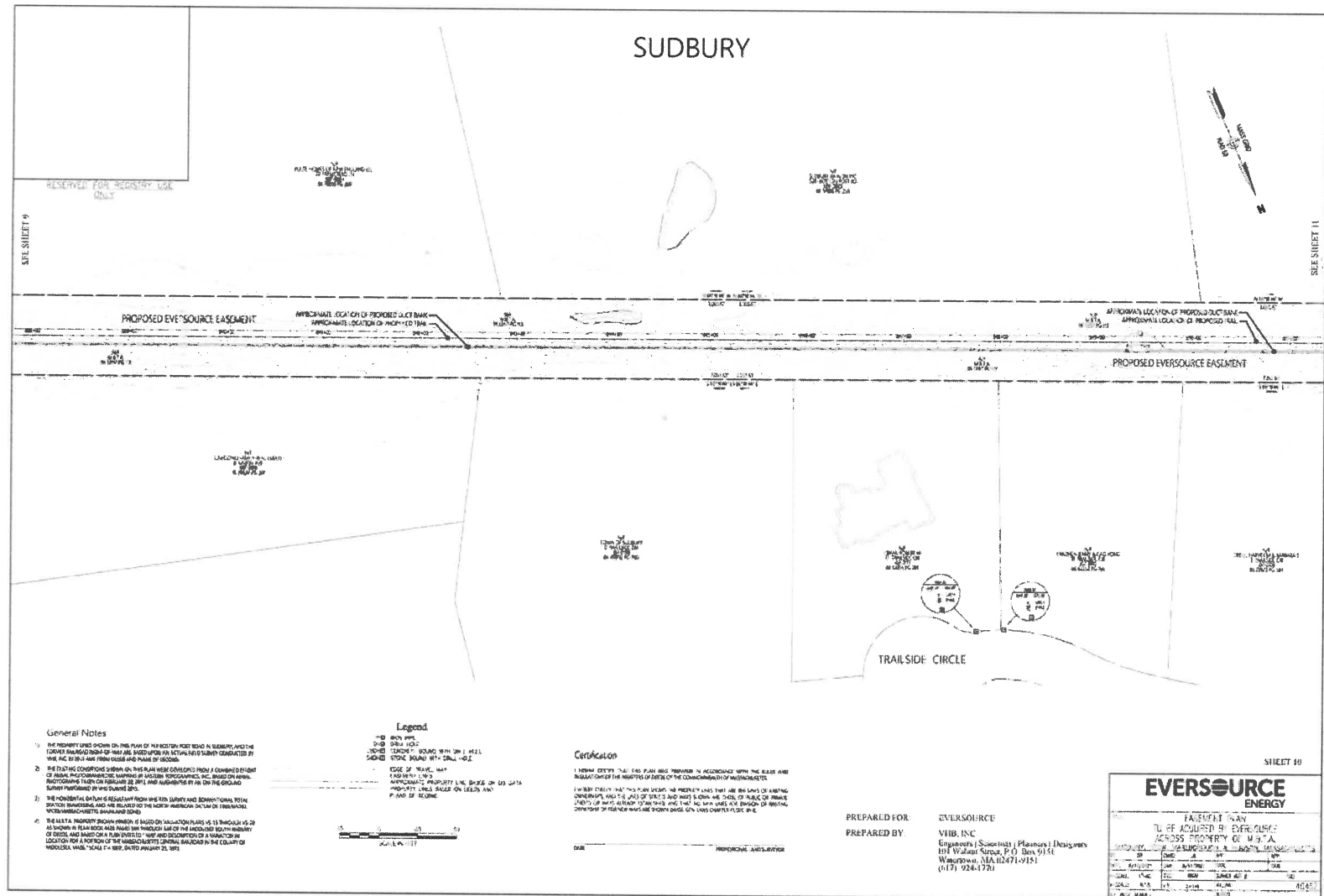
Equipment may
be acquired by Eversource
across property of U.S.A.

U.S. MAIL PERMIT NO. 1000 NEW YORK, NY 10108

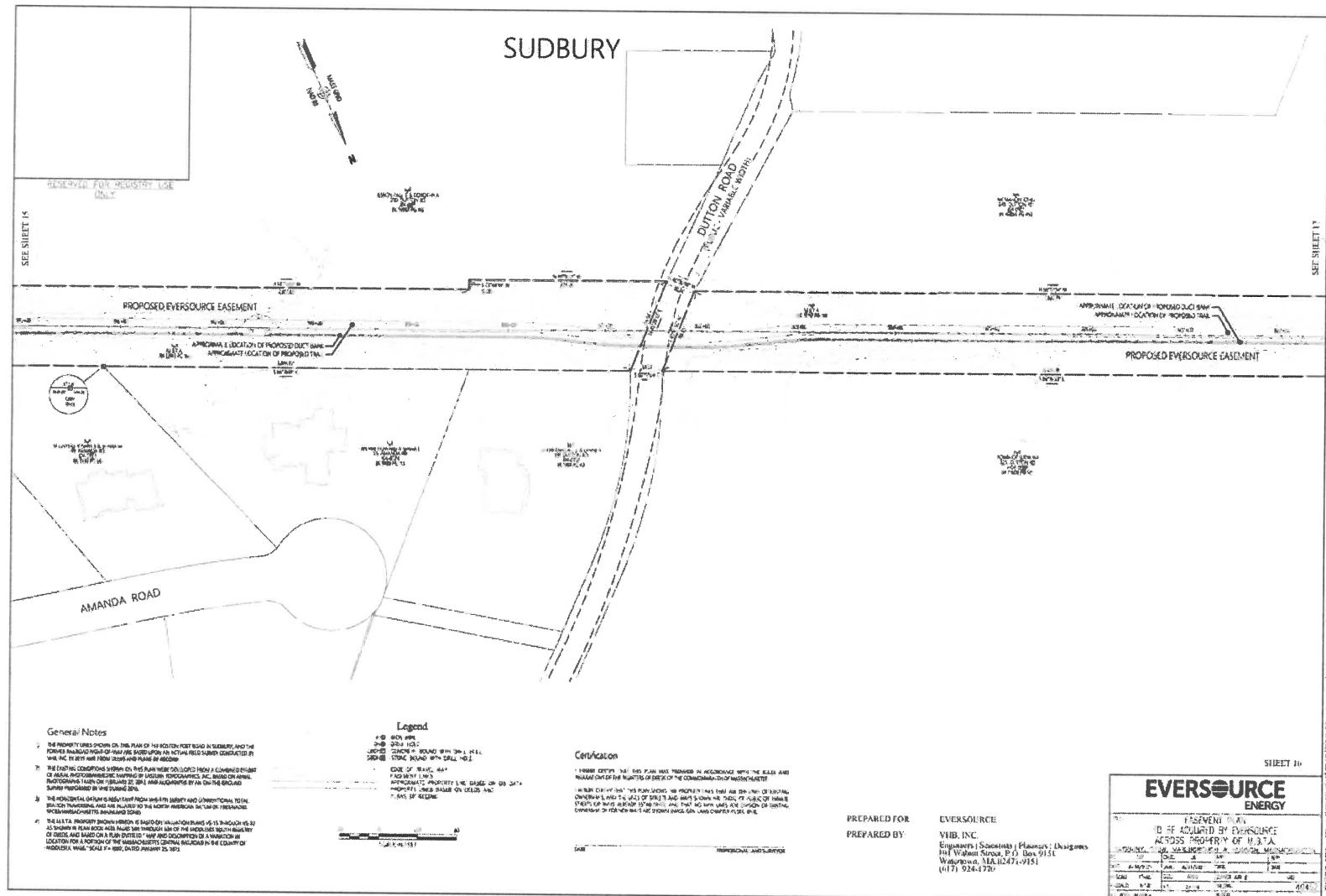
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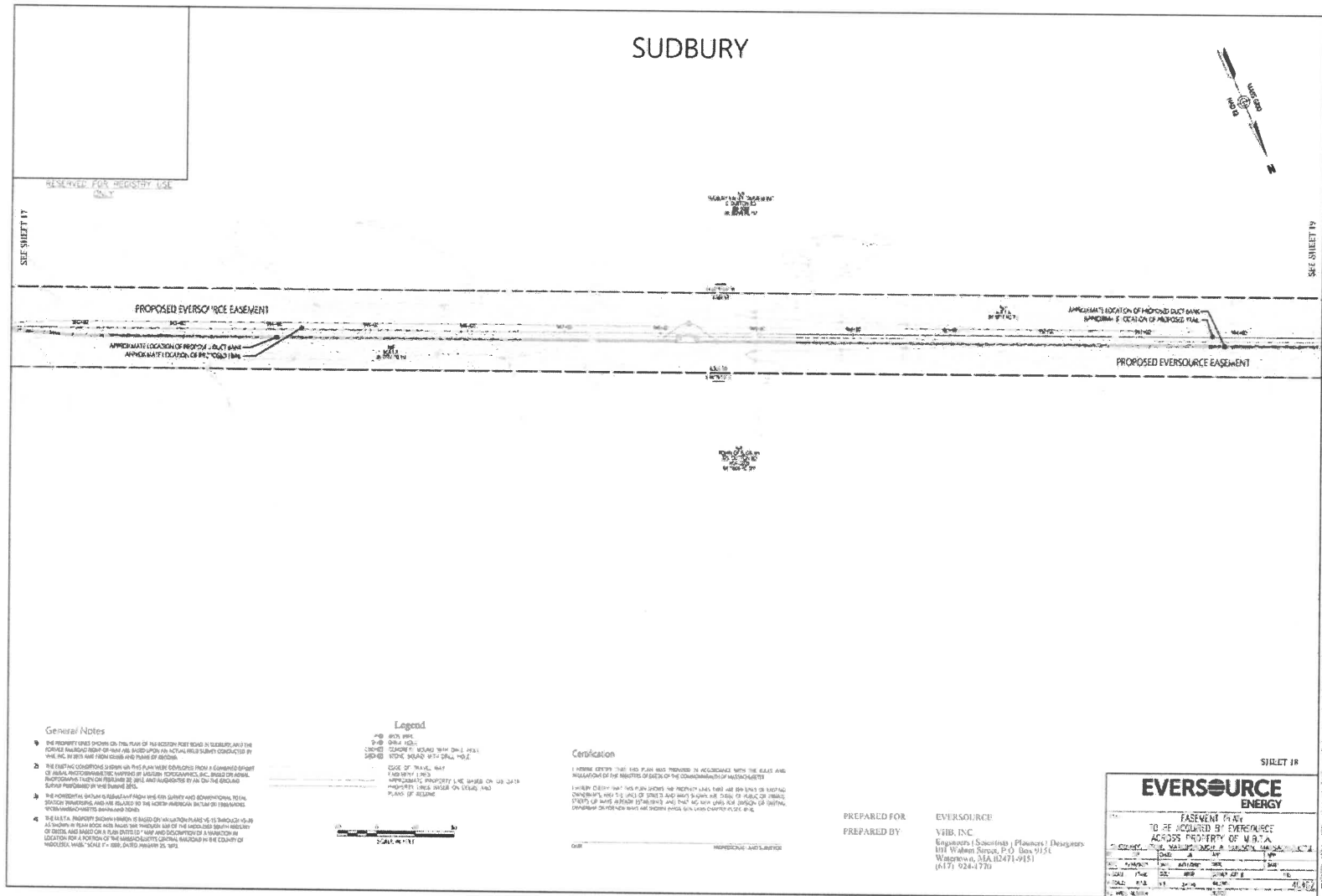


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A hand-drawn diagram of a lightning bolt striking a tree. The lightning bolt is labeled "MISS GAO" and "HOLD".

2000年12月27日
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OF LEANS EAS

PROPOSED EVERSOURCE EASEMENT

THE UNIVERSITY OF CHICAGO

Certification

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1. MEMPHIS LETTER TEL: TALS P-54N WAS TRANSMITTED IN ACCORDANCE WITH THE LEADS AND
 RECOMMENDATIONS OF THE MEMPHIS OFFICE OF THE COMMUNICATIONS AND INVESTIGATIONS DIVISION.

EVERSOURCE
VTIB, INC.
Engineers | Scientists | Planners | Designers
101 Walnut Street, P.O. Box 9151
Watertown, MA 02471-9151
(617) 924-8770

EVERSOURCE
ENERGY

[illegible]



SEE SHEET 20

CELLULOSES

APPROXIMATE LOCATION OF PERSONS OUTLINE

APPROXIMATE LOCATION OF PRISON LOCATIONS
A. APPROX. ALL LOCATIONS OF PRISON LOCATIONS

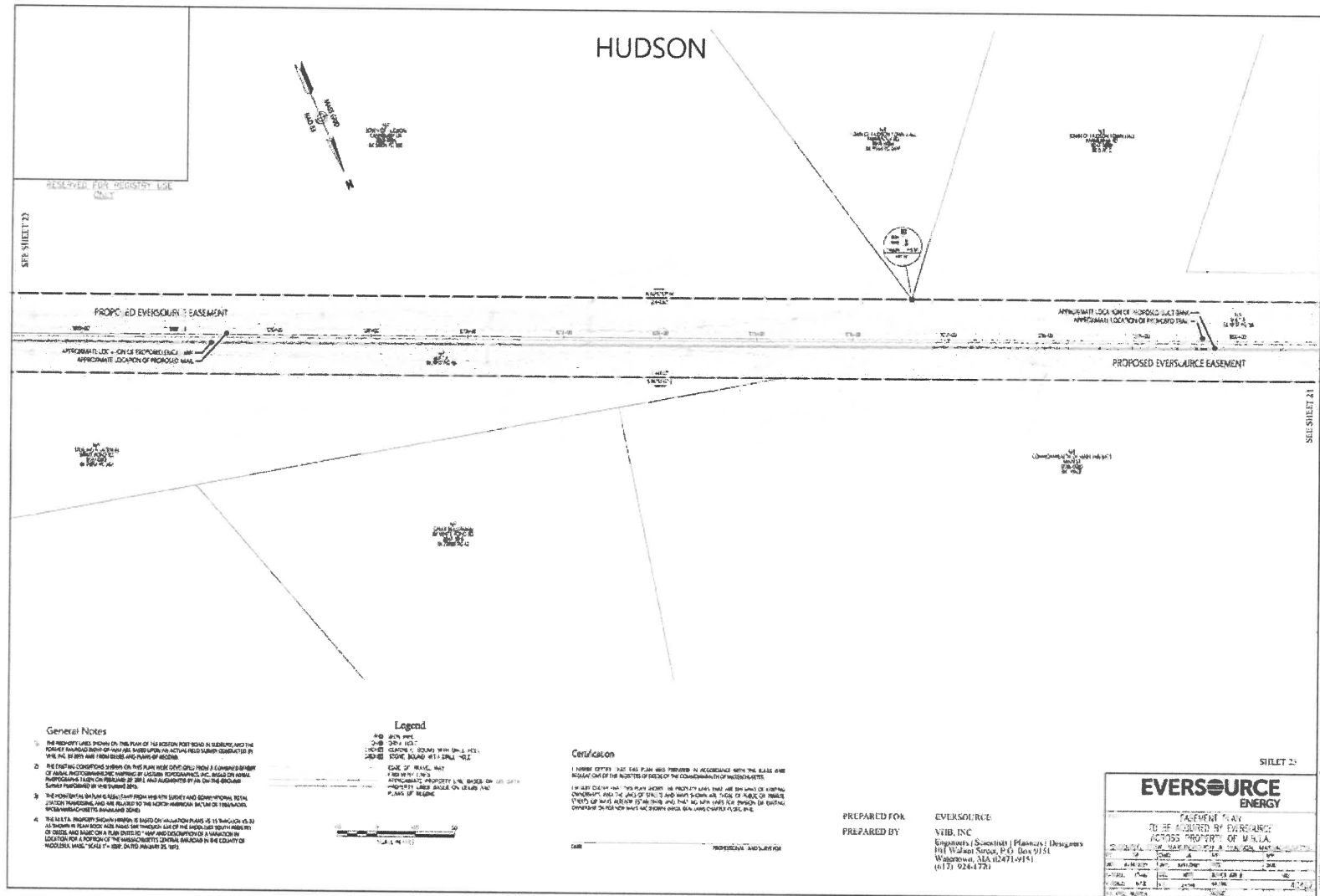
PROPOSED EVERSOURCE EASEMENT

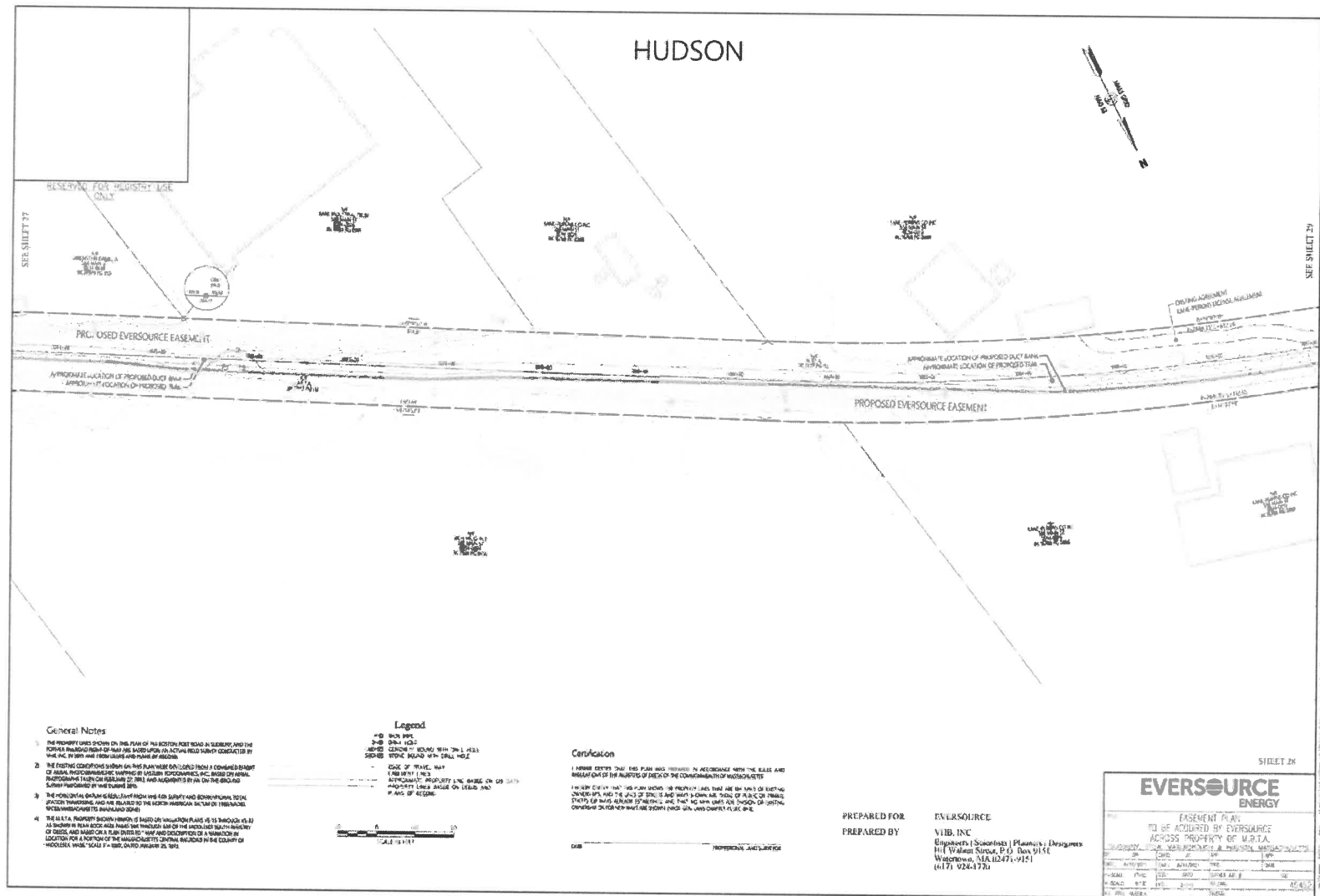
THE UNIVERSITY OF CHICAGO
CHICAGO, ILL. 60637
U.S.A.
TEL: 773/835-5000
FAX: 773/835-5000

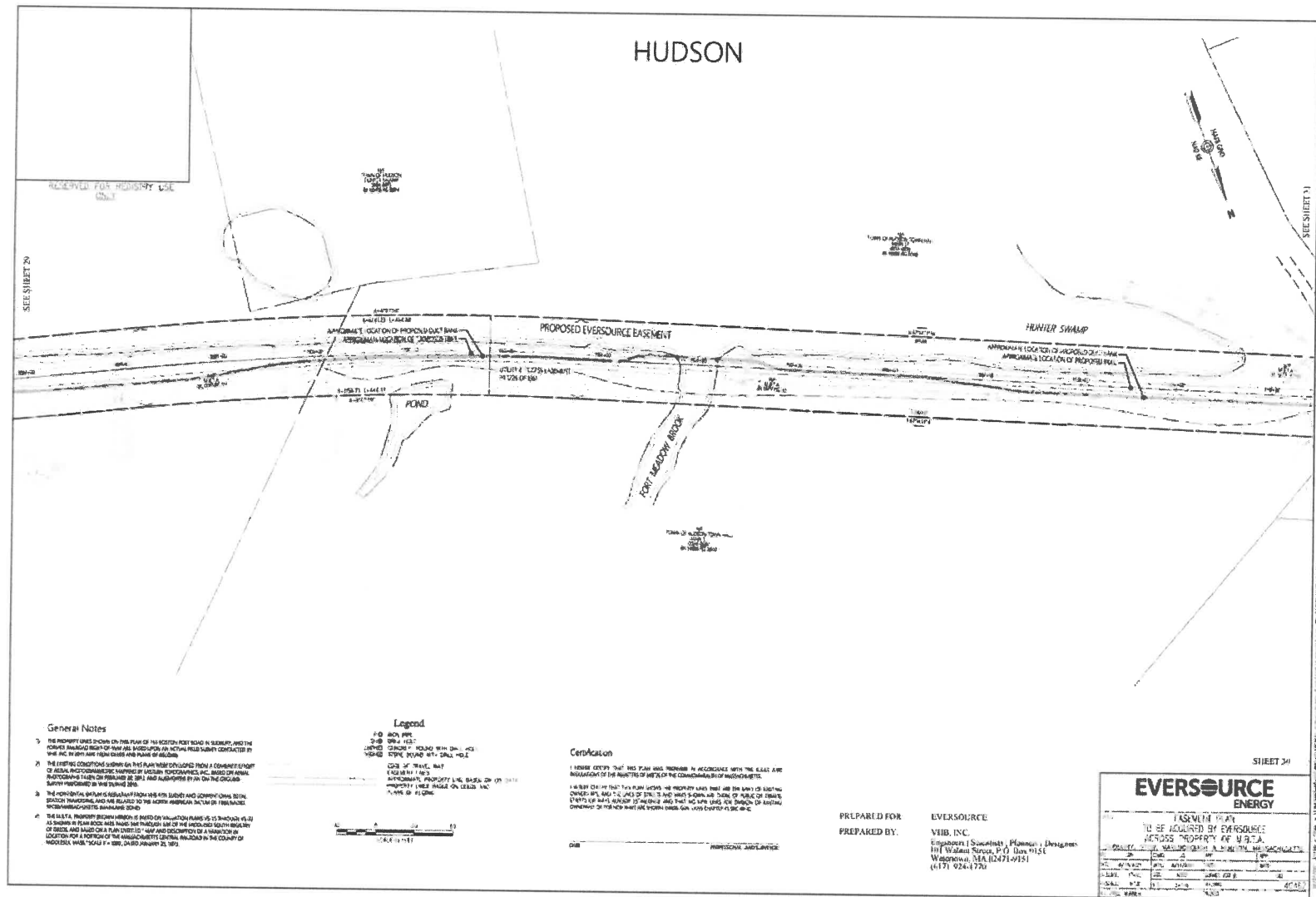
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7. MEMBER CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SECURITIES OF DEEDS OF THE COMMISSIONER OF MASSACHUSETTS.

VERSOURCE
V&B, INC.
Engineers | Scientists | Planners | Designers
101 Walnut Street, P.O. Box 9151
Watertown, MA 02471-9151
(617) 924-1770







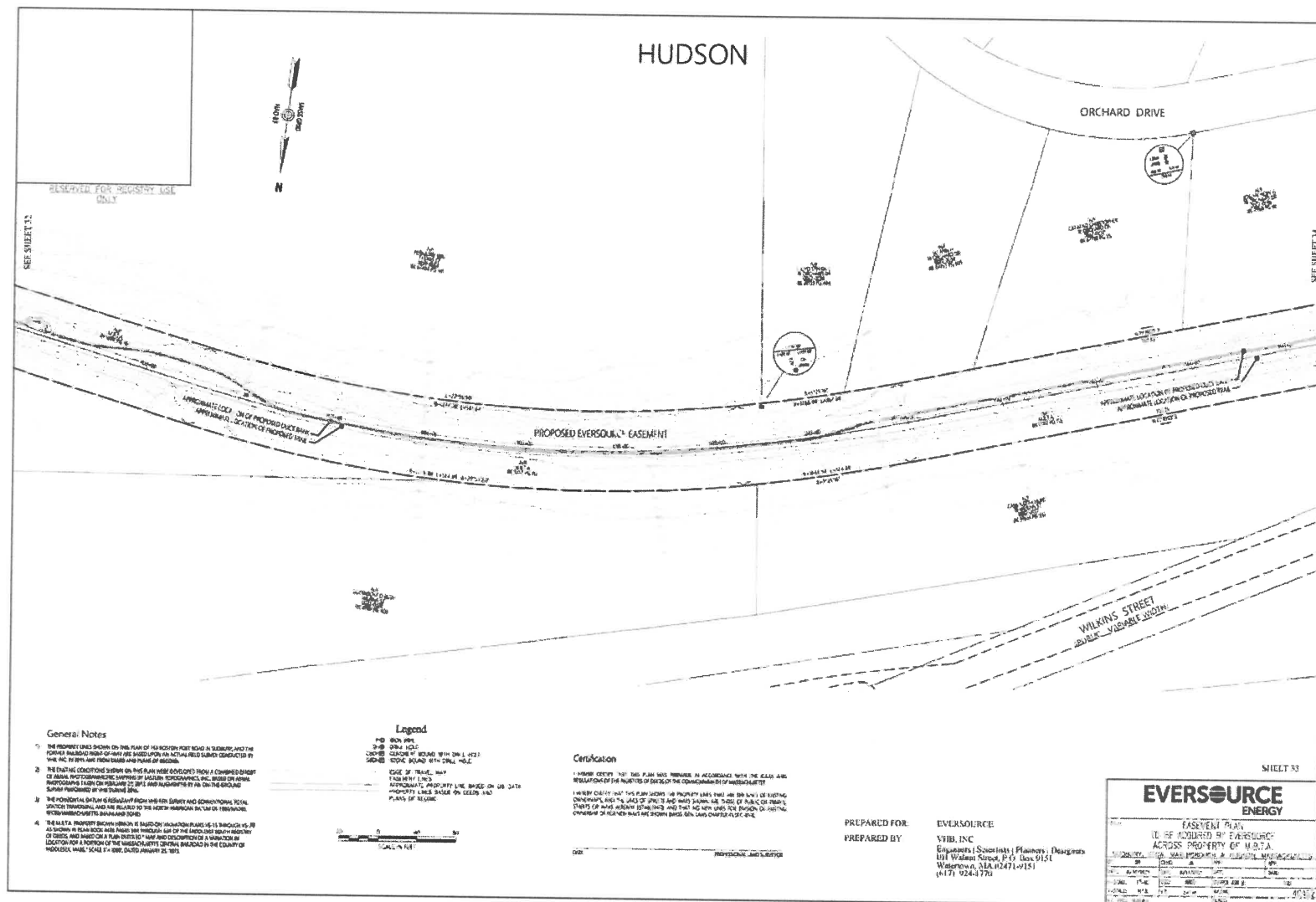


Exhibit B

Form of Notice to Proceed



Charles D. Baker, Governor
Kathryn E. Pollito, Lieutenant Governor
James T. Tesler, MassDOT Secretary & CEO
Steve Pofisk, General Manager



NOTICE TO PROCEED

Re: Notice to Proceed Pursuant to Electric Transmission Line Easement Agreement- MBTA - 15193

Dear _____:

This Notice to Proceed (the "Notice to Proceed") by the Massachusetts Bay Transportation Authority (the "MBTA") to NSTAR Electric Company d/b/a Eversource Energy ("Grantee") is issued pursuant to that certain Electric Transmission Line Easement Agreement dated _____, (the "Easement Agreement"), and permits Grantee to perform the work described in Paragraph 1 below, subject to the terms and conditions set forth herein and in the Easement Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MBTA and Grantee agree as follows:

1. Grantee may proceed with construction at Premises in Sudbury, Massachusetts, more specifically described in the Easement Agreement, consistent with the plans and documentation attached hereto as Exhibit A.
2. Prior to commencing any activity on the Premises, Grantee, and its consultants and contractors shall provide the MBTA with certificate(s) of insurance as required pursuant to the Easement Agreement.
3. Grantee shall defend, indemnify and hold harmless the MBTA, the Railroad Companies, their agents, contractors and employees as provided in the Easement Agreement.
4. All work and activities on the Premises shall be performed in accordance with and subject to (i) this Notice to Proceed, (ii) all of the terms and conditions of the Easement Agreement.

Upon execution, please forward the signed Notice to Proceed and valid insurance certificate(s) to Mr. Brian Clarizia, Director of Licensing, Massachusetts Realty Group, 20 Park Plaza, Suite 1120, Boston, Massachusetts 02116.

This Notice to Proceed is effective only upon the MBTA's receipt of a countersigned copy of this Notice to Proceed, properly executed by a duly authorized representative of Grantee, along with all insurance coverages required hereunder.

Massachusetts Bay Transportation Authority
Ten Park Plaza, Boston, MA 02116
www.mbta.com

Very truly yours,

MBTA Title: _____

Acknowledged and agreed:
NSTAR Electric Company d/b/a Eversource Energy

Name: _____

Printed Name: _____

Title: _____
Hereunto Duly Authorized

Exhibit C

Schedule of Easement Payments

Annual Increase 1.00%

Year	Eversource
Year 1	\$425,000
Year 2	\$429,250
Year 3	\$433,543
Year 4	\$437,878
Year 5	\$442,257
Year 6	\$446,679
Year 7	\$451,146
Year 8	\$455,658
Year 9	\$460,214
Year 10	\$464,816
Year 11	\$469,464
Year 12	\$474,159
Year 13	\$478,901
Year 14	\$483,690
Year 15	\$488,527
Year 16	\$493,412
Year 17	\$498,346
Year 18	\$503,329
Year 19	\$508,363
Year 20	\$513,446
\$9,358,077	