

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Guy A. McKay** and **Sheryll E. McKay** of 181 Grant Street, Lexington, Massachusetts 02173 (hereinafter referred to as the "Grantors"), in consideration of less than one hundred dollars (\$100.00) paid and the mutual covenants herein contained, hereby grant to **Verizon New England Inc.**, a New York corporation having its usual place of business at 185 Franklin Street, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the "Grantee"), a non-exclusive right, privilege and easement for the sole purpose of locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more telecommunication cables and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is situated on the easterly side of **Main Street** in the Town of **Acton**, Middlesex County, Massachusetts and is further shown as Lot 4 on a plan of land entitled: "Plan of Land in Acton & Westford Massachusetts", dated March 13, 1987, rev. June 14, 1987 and recorded with the South District Middlesex County Registry of Deeds as Plan No. 13 of 1988 at Book 18803, Page 421.

The herein granted right and easement is more particularly described as a strip of land situated within and along a portion of said Grantors' land for Grantee to install the necessary cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to specifically to serve the telecommunication tower, various equipment and equipment shelters located within Grantors' property (hereinafter "Easement Area"). It is also agreed that any cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

2. It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within said easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area, Grantors shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.

3. Upon the request of the Grantors, Grantee agrees to relocate the Easement Area and all facilities thereon or thereunder to another portion of Grantors' land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) Grantors shall pay all costs of such relocation and obtain all necessary permits and approvals therefor.

4. If at any time Grantee shall do or cause to be done, and damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.

5. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein-mentioned premises of the Grantors insofar as the same is necessary for

the purposes stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantors' ingress and egress.

6. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment and equipment shelters located within Grantors' premises, it is agreed that the Grantee shall notify the Grantors in writing, within ninety days of such occurrence. It is further agreed that the Grantee, as soon as possible thereafter shall execute and deliver unto the Grantors, a Release of Easement relinquishing and releasing any and all rights, privileges and easements granted hereunder.

7. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the easement area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees.

8. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantors' land provided that the lines and equipment shall service Grantors' land only.

9. Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, if to the Grantors at Mr. and Mrs. Guy A. McKay, 181 Grant Street, Lexington, Massachusetts 02173, and if to the Grantee at Verizon New England Inc., Attn: Right of Way, 15 Chestnut Street, Worcester, Massachusetts 01609. The names and addresses may be changed by either party at any time by giving notice each to the other in the manner provided in the preceding sentence.

For Grantor's title, see deed from Guy A. McKay to Guy A. McKay and Sheryll E. McKay dated May 22, 2001 and recorded with the South District Middlesex County Registry of Deeds at Book 32911, Page 92.

EXECUTED as a sealed instrument this 18 day of April, 2007.

Guy A. McKay
Guy A. McKay

Sheryll E. McKay
Sheryll E. McKay

THE COMMONWEALTH OF MASSACHUSETTS

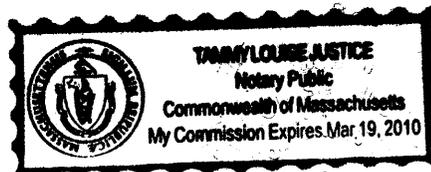
County of Middlesex

On this 18th day of April, 2007, before me, the undersigned Notary Public, personally appeared Guy A. McKay, proved to me through satisfactory evidence of identification, which was Ma dl 545941050 exp 715207, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Tammy Louise Justice
Signature of Notary Public

Tammy Louise Justice
Printed Name of Notary Public

My Commission expires: March 19, 2010



THE COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 18th day of April, 2007, before me, the undersigned Notary Public, personally appeared **Sheryll E. McKay**, proved to me through satisfactory evidence of identification, which was Ma d1532364078 exp 7/17/09, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Tammy Louise Justice
Signature of Notary Public

Tammy Louise Justice
Printed Name of Notary Public

My Commission expires: March 19, 2010

