

Property Address: 295 Acton Road and off Acton Road, Chelmsford, MA 01824 (Middlesex North)

GRANT OF EASEMENT

Town of Chelmsford, a municipal corporation having a mailing address at 50 Billerica Road, Chelmsford, Massachusetts 01824 (hereinafter referred to as the “Grantor”), for consideration of One (\$1.00) Dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the “Grantee”) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an “UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM” (hereinafter referred to as the “UNDERGROUND SYSTEM”), consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Grantor’s property in Chelmsford, Middlesex County, Massachusetts, for the purpose of serving the Grantor’s property and others.

Said “UNDERGROUND SYSTEM” is located in, through, under, over, across and upon a portion of those two certain parcels of land situated on the northwesterly side of Acton Road (a.k.a. Route 27), being more particularly described in two Deeds recorded with the Middlesex North Registry of Deeds (the “Registry”) in Book 677, Page 429 and in Book 1735, Page 73.

And further, said “UNDERGROUND SYSTEM” (locations of the electrical equipment and other facilities on the hereinbefore referred to Grantor’s property) is approximately shown on a sketch entitled: “ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): Town of Chelmsford; Fire Engine 5; Address: 295 Acton Road Chelmsford MA and Off Acton Road; Sketch to Accompany Easement for: Install 2-4” conduit encased conduit/primary cable from Pole 87 to heavy duty handhole 87-1. Install 2-4” concrete encased conduit/primary cable to 150KVA 3ph padmounted transformer,” dated March 18, 2026, a reduced copy of said sketch is attached hereto as “Exhibit A” and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said “UNDERGROUND SYSTEM” shall become established by and upon the installation and erection thereof by the Grantee.

WR# 31222341

Address of Grantees:
Mass. El., 170 Data Drive, Waltham, Massachusetts 02451

After recording return to:
Jaymie Law
National Grid USA
Service Company, Inc.
170 Data Drive
Waltham, MA 02451

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Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "UNDERGROUND SYSTEM" is specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to shall become unsuitable for the purposes of the Grantee or the Grantor, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments hereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested shall be at the sole cost and expense of the requesting party.

Grantor and Grantee further agree that, if in the future, Grantee is notified to remove or relocate all or any portion of the Distribution System due to inadequate rights or reservations, then Grantee, its successors or assigns, shall have no further obligation to Grantor, its successors or assigns, to provide electrical service to the Grantor's Land until Grantor shall provide perpetual easements, satisfactory to Grantee's counsel, to Grantee, its successors or assigns, to all properties which Grantor will have to relocate all or any portion of the Distribution System and thereafter, Grantee, its successors and assigns, shall, within a reasonable time, at the sole cost and expense of the Grantor, its successors and assigns, relocate all or any portion of the Distribution System to such alternate locations that shall be reasonably agreed to by Grantor and Grantee; provided further, however, that the Grantor, at its sole cost and expense, shall have installed in such alternative locations, alternative facilities equal to those initially installed by Grantor in connection with the grant of this easement, in order that the Grantee shall be able to complete the relocation as required hereunder. The newly agreed to locations shall be indicated and shown on a plan by proper amendment or amendments to this grant of easement. Any relocation of all or a portion of the Distribution System shall be in accordance with Grantee's engineering design and location standards then in effect. Grantee shall not be liable for any interruption of service necessitated by any such forced relocation and Grantor agrees to pay, protect, indemnify and save harmless Grantee and their respective parent companies and affiliates, and employees, agents, contractors and invitees of any of them from and against, any and all liabilities, damages, loss, costs, expenses (including reasonable attorneys' fees and

expenses of Grantee), causes of action, suits, claims, demands or judgments of any nature whatsoever incurred by Grantee or their respective parent companies or affiliates, or the employees, agents, invitees or contractors of any of them, resulting from or in any way connected with any claim of inadequate rights arising from this Grant of Easement.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, to the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

Following such installation, Grantor may, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as-built" plan in recordable form showing the permanent locations of the "UNDERGROUND SYSTEM", following which Grantor and Grantee, at Grantor's sole expense, may enter into an amendment to this easement to establish such permanent locations with such plan attached.

The easements herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

[Signature Page Follows]

For Grantor's title, see deed dated September 10, 1853, recorded with the Registry in Book 677, Page 429 and see deed date January 7, 1966, recorded with the Registry in Book 1735, Page 73.

IN WITNESS WHEREOF, the Town of Chelmsford has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Patrick J. Maloney, Chair, Patricia Wojtas, Vice Chair, Aaron D. Cunningham, Clerk, Jeffrey A. Hardy, Member, and _____, Member, being thereto duly authorized this _____ day of _____, 2026.

TOWN OF CHELMSFORD
By its Select Board

By: Patrick J. Maloney
Its: Chair

By: Patricia Wojtas
Its: Vice Chair

By: Aaron D. Cunningham
Its: Clerk

By: Jeffrey A. Hardy
Its: Member

By:
Its: Member

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared Patrick J. Maloney, Patricia Wojtas, Aaron D. Cunningham, Jeffrey A. Hardy, and _____, proved to me through satisfactory evidence of identity, which was/were _____, to be the persons whose names are signed on the preceding Grant of Easement and acknowledged to me that they signed it voluntarily for its stated purpose, as the Town of Chelmsford's Select Board.

Signature of Notary Public

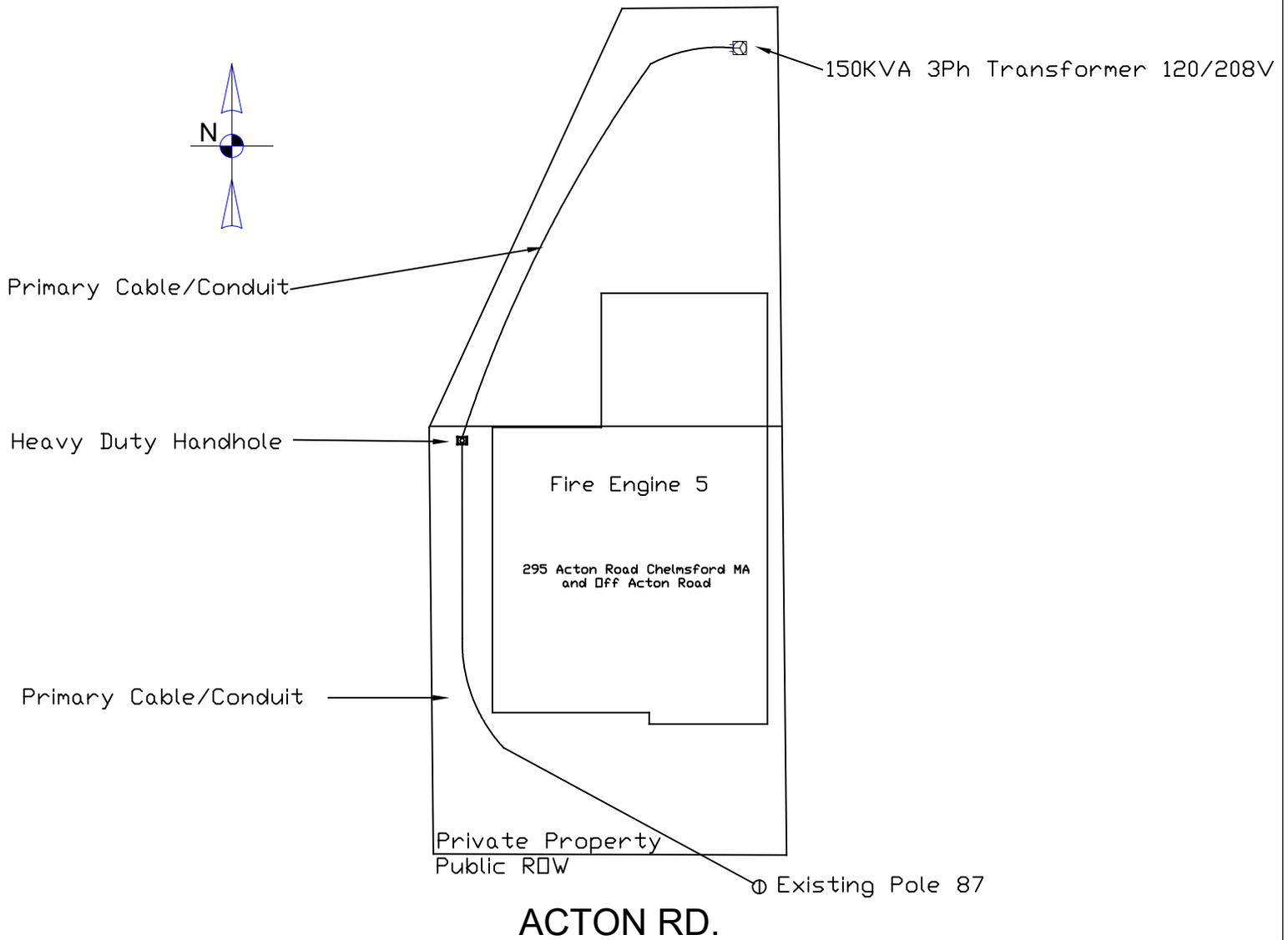
Printed Name of Notary

My Commission Expires: _____

Place Notary Seal and/or Any Stamp Above

Exhibit A - Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



WR# 31222341

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

-  3Ph Transformer
-  Existing Pole
-  Heavy Duty Handhole
-  Primary Cable/Conduit

nationalgrid

Owner(s):
Town of Chelmsford
Fire Engine 5

Address:
295 Acton Road Chelmsford MA
and Off Acton Road

Sketch to Accompany Easement for:
Install 2-4" conduit encased conduit/primary cable from Pole 87 to heavy duty handhole 87-1. Install 2-4" concrete encased conduit/primary cable to 150KVA 3ph padmounted transformer

Date: 3/18/26 Drawn By: S.E.

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.