



NSTAR Electric, 484 Willow Street, W. Yarmouth, Massachusetts 02673

November 29, 2010

Town of Chilmark
Board of Selectmen
P.O. Box 119
401 Middle Road, Beetlebung Corners
Chilmark, MA 02535-0119

Re: 55 Tabor House Road, Chilmark, MA
WO#17989326

Dear Select board:

Enclosed are two originals of a standard NSTAR Electric Company Easement for the above referenced address. The execution of this Easement is a requirement of NSTAR Electric before the company can place the necessary equipment on your property to provide you the service you have requested.

If this meets with your approval, please obtain all signatures as required and return one original copy of the fully executed instrument to me in the enclosed envelope by **December 13, 2010**. Please note that if we do not receive the executed instrument by the stated date, there will be a delay in providing the requested service. You may retain the additional copy for your records.

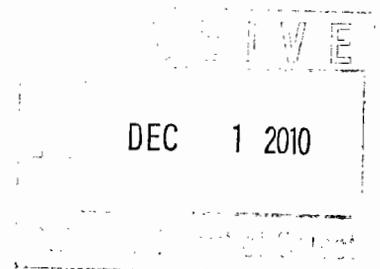
Do not hesitate to call with any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Karen Corriveau".

Karen Corriveau
Right of Way Agent
Tel# 508-957-4522

KC:dh
Enclosures



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

TOWN OF CHILMARK, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business at 401 Middle Road, Beetlebung Corners, Chilmark, Massachusetts 02535-0119,

hereinafter referred to as the Grantor, for nominal consideration, grants to

NSTAR ELECTRIC COMPANY, a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, and

VERIZON NEW ENGLAND, INC., a New York corporation, having a principal place of business at 125 High Street, Boston, Massachusetts 02110, its successors, assigns and licensees,

as tenants in common, hereinafter collectively referred to as the Grantees,

with quitclaim covenants, the right and easements (as more particularly described below) for overhead lines for distribution of electricity and the transmission and distribution of telecommunications and information services, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at 55 Tabor House Road, Chilmark, Massachusetts.

The Premises are more particularly described in the Deed filed in the Dukes County Registry of Deeds in Book 225, Page 259.

The Premises are shown on a "Plan of Land in Chilmark Mass., surveyed for the Town of Chilmark April 27, 1953. Scale 1" = 150' Hollis A. Smith, M. S. Reg'd. Land Surveyor Vineyard Haven, Mass." recorded with Dukes County Registry of Deeds in Book 225, Page 260.

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) 1 utility poles and associated overhead wires, cables, insulators, fittings and fixtures, and all necessary cross-arms, guys, braces, foundations, anchors, and other supporting appurtenances deemed necessary by Grantees for the purposes specified above; (b) pedestals, concrete pads, transformers, terminals, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantees for the purposes specified above (hereinafter (a) and (b) are collectively referred to as "Equipment"), and (c) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to

time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantees' construction and installation standards, as issued by Grantees from time to time. Any Equipment installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantees reserve the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantees. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 15 feet in width, centered on the Equipment as installed.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantees for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantees shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantees might interfere with the safe operation and maintenance of the Equipment. Grantees shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantees may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantees under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantees shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantees shall restore the surface of the Premises (by grading, paving or reseeded) wherever damaged by the Grantees by reason of their respective work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantees shall have the right to connect the Equipment with their respective facilities located or which may be placed in private or public ways adjacent to the Premises. Grantees shall have the

right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantees who may conveniently be served thereby.

Grantees shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantees, their respective employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantees any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantees relocate any of the Equipment installed by the Grantees to another location on the Premises acceptable to the Grantees. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantees hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantees.

This easement is executed pursuant to, and shall be subject to, the Grantees' Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Telecommunications and Energy from time to time.

Notwithstanding the tenancy in common, the obligations of the Grantees hereunder shall be several and not joint.

EXECUTED as an instrument under seal this ____ day of _____, 2010.

TOWN OF CHILMARK

WARREN M. DOTY, Chair

Frank M. Fenner, Jr.

Jonathan Mayhew

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2010, before me, the undersigned notary public, personally appeared WARREN M. DOTY, FRANK M. FENENR, JR., and JONATHAN MAYHEW, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, before me.

Notary Public
My Commission Expires: _____