



Outside Plant Engineering
385 Myles Standish Blvd
Taunton, MA 02780

March 9, 2018

Town of Chilmark
Attn: Board of Selectmen
401 Middle Road
Beetlebung Corners
Chilmark, MA 02535

Enclosed you will find a two copies of a License, and two copies of an Easement from Verizon New England Inc. to cover the placing of utility facilities on Town owned property off Squibnocket Road. The execution of this License document will allow the work to continue, until such time as a formal Easement document can be delivered by the Town.

The Licenses must be signed and one original signed copy needs to be returned to this office at your earliest convenience, the other is for your records. Both the Easements must be signed, notarized and returned to this office after approval at the next available Town Meeting. Please include documentation attesting to both the date, and the Warrant Article of the Town Meeting vote giving the Board of Selectmen the authority to sign the Easement. Be advised that the Notary must adhere to the Massachusetts Notary Guidelines; signing and stamping accordingly. This is required in order for the document to be recorded at the appropriate registry. Please return all original Easement documents.

If you have any questions about this License or Easement, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Daryl Crossman". The signature is fluid and cursive, with the first name "Daryl" and last name "Crossman" clearly distinguishable.

Verizon New England Inc.
Attn: Daryl Crossman - ROW
385 Myles Standish Blvd
Taunton, MA 02780

(774) 409-3191 - Office
daryl.crossman@verizon.com - Email

LICENSE

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2018, by and between **The Inhabitants of the Town of Chilmark**, a municipal corporation, having its principal place of business at 401 Middle Road, Chilmark, Massachusetts 02535 (hereinafter referred to as "Licensor") and **Verizon New England, Inc.**, a New York corporation, having its principal place of business at 6 Bowdoin Square, 9th Floor, Boston, Massachusetts (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the record owner of land situated on **Squibnocket Road** located in the **Town of Chilmark**, Dukes County, Massachusetts, by virtue of a deed dated **May 13, 2015**, recorded with the Dukes County Registry of Deeds Land Court in **Document No. 80651, Certificate #13890**, deed dated **April 13, 2015** and recorded with the Dukes County Registry of Deeds Land Court in **Document No. 80649, Certificate #13889** and that taking by the Town of Chilmark prior to 1910 for Lot 22 (Town Road Lot). Said property is shown on Chilmark Assessors **Parcels 35-17-3, 35-17-4 & 35-22**.

NOW THEREFORE, Licensor grants to the Licensees, its successors and assigns, the right to access, erect, construct, dig up, dredge, reconstruct, connect, install lay, operate, maintain, patrol, inspect, repair, replace, alter, extend or remove one or more lines for the transmission and/or distribution of telecommunication including the necessary poles, anchors, wires, cables, conduits, conductors, manholes and associated surface closures, terminals, pedestals, fixtures, pads, foundations, appurtenances and other apparatus and equipment deemed necessary for the purposes specified above, as the Licensees may from time to time desire along, upon, across, under and over a portion of land of which Licensor is the sole owner (hereinafter "License Area").

The said License Area is referred to by reference only; the exact location to be determined by and to become permanent upon the erection of the facilities thereof by the Licensees.

The parties agree to the following terms and conditions:

1. The License Area is intended to prohibit surface or subsurface structures or use of the License Area by others, including Licensor, which might damage or interfere with the operation and maintenance of the Licensees facilities without the prior written consent of Licensees, but is not intended to prohibit crossing of said License Area so long as such crossings do not interfere with or prohibit the full use and enjoyment of the License Area herein granted.
2. The Licensees shall have the right of ingress and egress by foot or by vehicle to the License Area over Licensors property, if necessary, for all of the aforementioned purposes.
3. It is also agreed that the Licensees, their successors and assigns, shall have the right to extend its lines on the subject premises from time to time as may be necessary in the judgment of the Licensees to serve customers on the subject premises or on adjoining premises of other parties without incurring any liability to the Licensor, or any successors or assigns.
4. The Licensees shall have the right to cut and remove all trees, undergrowth and other obstructions to the extent that Licensees deems necessary to operate and maintain the equipment safely. Licensees shall repair, re-grade and restore the License Area, as necessary, at its own expense to substantially the same condition that existed prior to the commencement of the work.
5. The facilities shall remain the property of the Licensees, its successors and assigns.

This License Agreement shall be in effect until such time as an Easement is procured from the **Town of Chilmark** at the next available town meeting.

IN WITNESS WHEREOF, the parties have hereunto caused this License Agreement to be executed by their authorized officials, effective as of the date first written above.

Town of Chilmark

Signature

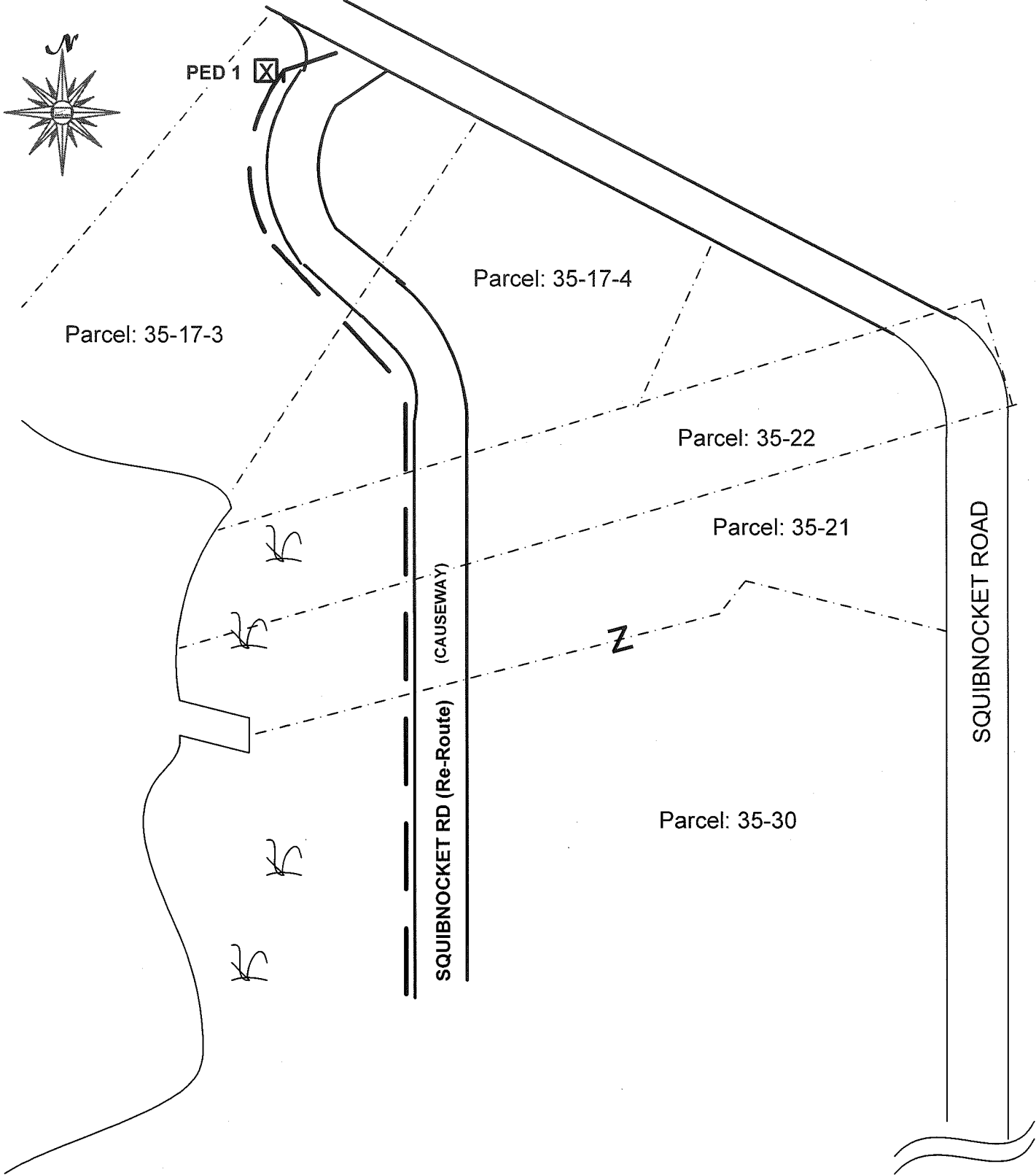
Printed Name

Signature

Printed Name

Signature

Printed Name



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2. The Licensees shall have the right of ingress and egress by foot or by vehicle to the License Area over Licensors property, if necessary, for all of the aforementioned purposes.
3. It is also agreed that the Licensees, their successors and assigns, shall have the right to extend its lines on the subject premises from time to time as may be necessary in the judgment of the Licensees to serve customers on the subject premises or on adjoining premises of other parties without incurring any liability to the Licensor, or any successors or assigns.
4. The Licensees shall have the right to cut and remove all trees, undergrowth and other obstructions to the extent that Licensees deems necessary to operate and maintain the equipment safely. Licensees shall repair, re-grade and restore the License Area, as necessary, at its own expense to substantially the same condition that existed prior to the commencement of the work.
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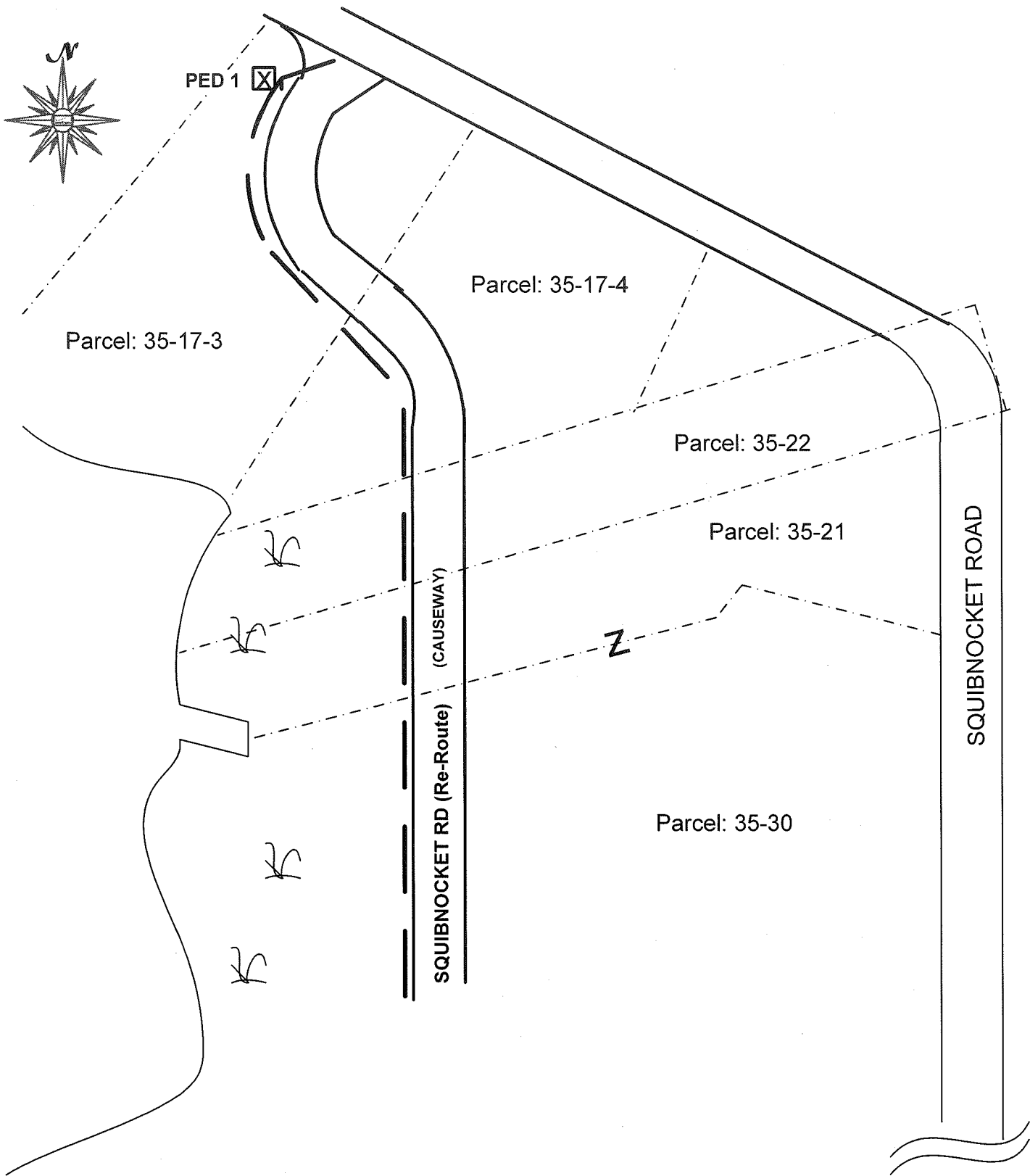
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Town of Chilmark

Signature
Printed Name

Signature
Printed Name

Signature
Printed Name



— — — Proposed Verizon conduit & cable
☒ Proposed hand hole

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Town of Chilmark, acting by and through its Board of Selectmen**, a municipal corporation, having its principal place of business at 401 Middle Road, Chilmark, Massachusetts 02535, (hereinafter called the “Grantor”) grants to **Verizon New England Inc.**, a New York corporation, having its principal place of business at 6 Bowdoin Square, 9th Floor, Boston, Massachusetts 02114, its successors and assigns (hereinafter called the “Grantee”).

WHEREAS, the Grantor owns in fee simple a certain parcel of land off **Squibnocket Road**, situated in the **Town of Chilmark**, Dukes County Land Court, Massachusetts.

NOW THEREFORE, in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Grantor grants to the Grantees, its successors and assigns, with quitclaim covenants, the exclusive and perpetual right and easement to access, erect, construct, dig up, dredge, reconstruct, connect, install lay, operate, maintain, patrol, inspect, repair, replace, alter, extend or remove one or more lines for the transmission and/or distribution of telecommunication including the necessary poles, anchors, wires, cables, conduits, conductors, manholes and associated surface closures, terminals, pedestals, fixtures, pads, foundations, appurtenances and other apparatus and equipment deemed necessary for the purposes specified above, as the Grantees may from time to time desire along, upon, across, under and over a portion of land of which Grantor is the sole owner (hereinafter “Easement Area”). The said Easement Area is a portion of the premises by virtue of a deed dated **May 13, 2015**, recorded with the Dukes County Registry of Deeds Land Court in **Document No. 80651, Certificate #13890**, deed dated **April 13, 2015** and recorded with the Dukes County Registry of Deeds Land Court in **Document No. 80649, Certificate #13889** and that taking by the Town of Chilmark prior to 1910 for Lot 22 (Town Road Lot). Said property is shown on Chilmark **Assessors Parcels 35-17-3, 35-17-4 & 35-22**.

The said Easement Area is referred to by reference only; the exact location to be determined by and to become permanent upon the erection of the facilities thereof by the Grantee.

The parties agree to the following terms and conditions:

1. The exclusive and perpetual right and easement above described and herein conveyed is intended to prohibit surface or subsurface structures or use of the area by others, including Grantor, which might damage or interfere with the operation and maintenance of the Grantee’s facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said Easement Area so long as such crossings do not interfere with or prohibit the full use and enjoyment of the easement herein granted.

2. The Grantee shall have the right of ingress and egress by foot or by vehicle to the Easement Area over Grantor’s property, if necessary, for all of the aforementioned purposes.

Mail to:
Verizon New England Inc.
Attn: Daryl Crossman – ENG - ROW
385 Myles Standish Blvd
Taunton, MA 02780

3. The Grantee shall have the right to connect such conduits, cables, and wires within said Grantor's land with the conduits, cables and wires which may be placed in public or private ways adjacent or contiguous to the aforesaid premises, and to serve customers on the subject premises or on adjoining premises of other parties without incurring any liability to the Grantor, or any successors or assigns.

4. The Grantee shall have the right to cut and remove all trees, undergrowth and other obstructions in the Easement Area to extent that Grantee deems necessary to operate and maintain the equipment safely. Grantee shall repair, re-grade and restore the said Easement Area, as necessary, at its own expense to substantially the same condition that existed prior to the commencement of the work.

5. The facilities shall remain the property of the Grantee, its successors and assigns.

IN WITNESS WHEREOF said Grantor has hereunto set his/her hand and seal this _____ day of _____, 201__.

Town of Chilmark
By: its Board of Selectmen

Sign _____
Print Name _____

Sign _____
Print Name _____

Sign _____
Print Name _____

Commonwealth of Massachusetts

_____. ss.
County of Notary

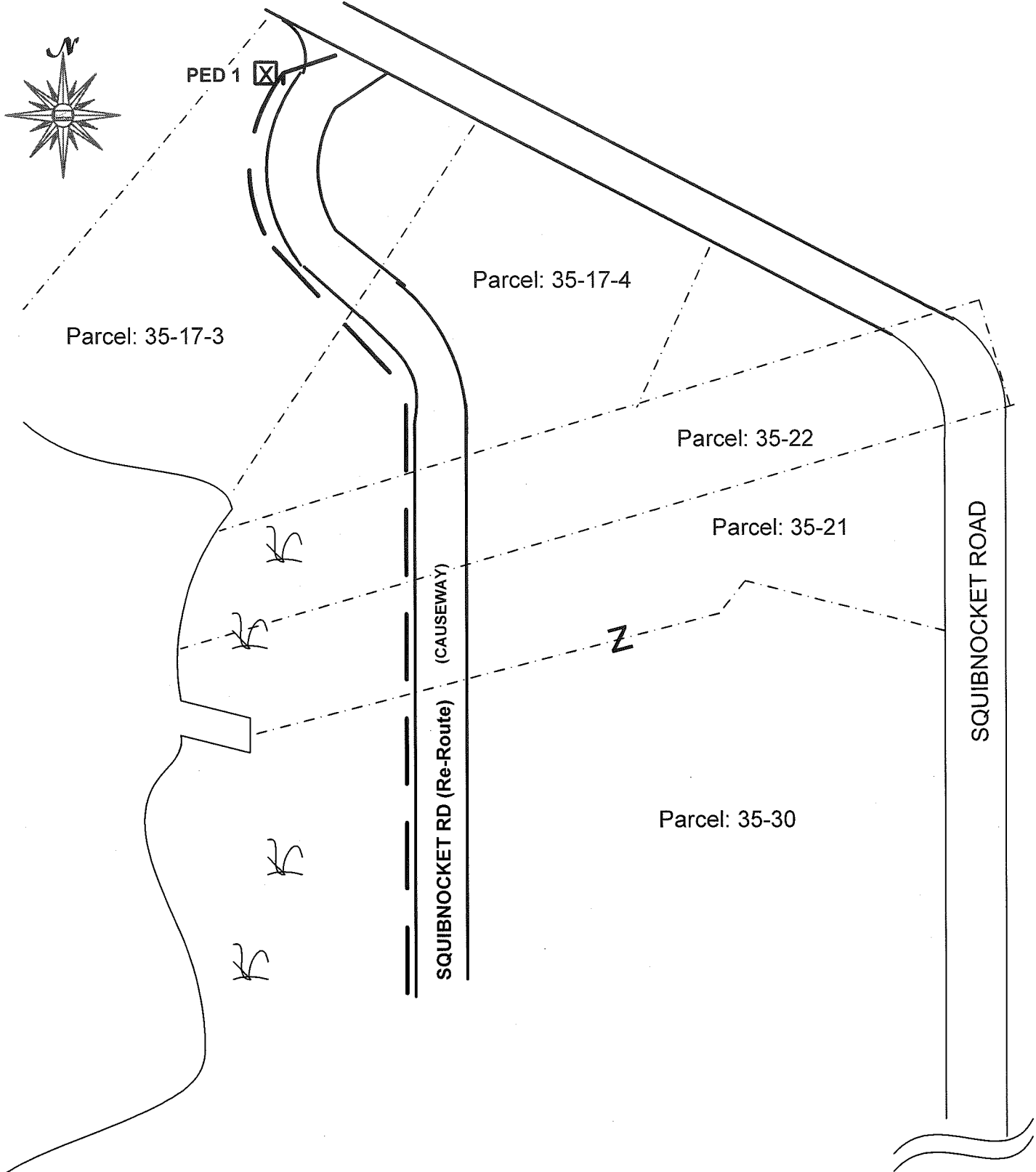
On this _____ day in the month of _____, 201__, before me, the undersigned Notary Public, the **Town of Chilmark, acting by and through its Board of Selectmen**, proved to me through satisfactory evidence of identity, which was/were: _____ to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(s).

Signature of Notary Public

Printed Name of Notary

Place Notary Stamp Above

My Commission Expires _____



— — — Proposed Verizon conduit & cable

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By: its Board of Selectmen

Sign _____
Print Name _____

Sign _____
Print Name _____

Sign _____
Print Name _____

Commonwealth of Massachusetts

_____. ss.
County of Notary

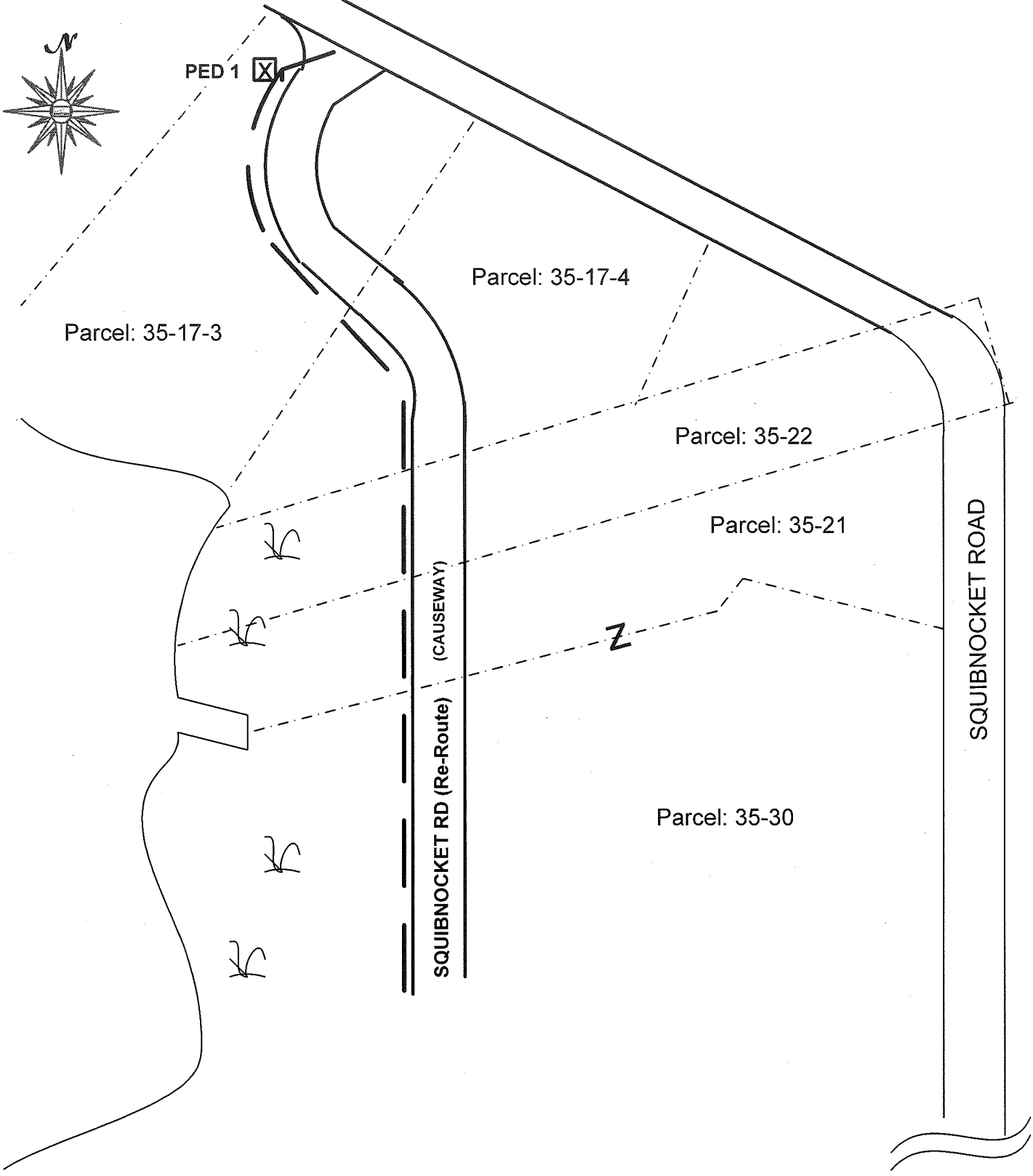
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Signature of Notary Public

Printed Name of Notary

Place Notary Stamp Above

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