

**Town of Littleton Board of Water Commissioners
39 Ayer Road
P.O. Box
Littleton, MA 01460**

GRANT OF EASEMENT
Beaver Brook Road, Boxborough, MA 01719

CAMPANELLI-TRIGATE BOXBOROUGH SUB, LLC, a Delaware limited liability company, registered as a foreign limited liability company in the Commonwealth, with offices at One Campanelli Drive, Braintree, MA 02184 (“Grantor”), for consideration paid of Eighty Thousand and 00/100 Dollars (\$80,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants to the **TOWN OF LITTLETON**, Massachusetts municipality duly established by law, acting by and through its Board of Water Commissioners, with offices at 39 Ayer Road, Littleton, MA 01460 (“Grantee”).

With Quitclaim Covenants,

Subject to the terms and conditions set forth herein, the perpetual and non-exclusive right and easement to install, lay, maintain, repair, replace, add underground connection lines for abutting properties, inspect, renew and operate an underground water supply system consisting of buried water pipes and mains together with all equipment and appurtenances thereto for the supply of water (hereinafter referred to as “GRANTEE’S WATER SUPPLY SYSTEM”) all located within a portion of Beaver Brook Road, a private way in Boxborough, as more particularly set forth below.

Said right and easement is granted subject to all matters of record to the extent in force and applicable, and is granted subject to the following terms and conditions:

1. The Grantor is the owner of certain land in Boxborough and Harvard (“Grantor’s Property”), including portions of Beaver Brook Road in Boxborough, as more particularly described in “Exhibit A” hereto.
2. Said GRANTEE’S WATER SUPPLY SYSTEM is to be located in, under and through a portion of Beaver Brook Road owned by the Grantor, said portion being a strip of land approximately ten (10) feet in width, the center line of which is the location of the water supply line to be installed in Beaver Brook Road as shown on the plans for GRANTEE’S WATER SUPPLY SYSTEM more particularly described in Section 3 below (“Planned Easement Area”).
3. And further, said GRANTEE’S WATER SUPPLY SYSTEM in said Planned Easement Area of Beaver Brook Road is approximately shown on the plan set entitled “Water Supply from Littleton to Boxborough, Town Contract No. IFB-2024 DWSRF No. 12397 Contract No. 2”, dated February 2024, prepared by Weston & Sampson Engineers, Inc., reduced copies of applicable sheets of which are attached hereto as “Exhibit B”, copies of which are in the possession of the Grantor and Grantee herein. However, installation

Easement – Beaver Brook Road, Boxborough, MA 01719

locations may be affected by the discovery of unforeseen conditions, such that relocation of portions of GRANTEE'S WATER SUPPLY SYSTEM within Beaver Brook Road but outside of the Planned Easement Area may be required to be relocated from the Planned Easement Area in accordance with the terms and provisions hereof, and in such event the final locations of such portions of said GRANTEE'S WATER SUPPLY SYSTEM outside of the Planned Easement Area, as determined in accordance with the terms and provisions hereof, shall become included in the area of the easement granted hereby as established by and upon the installation and laying thereof by the Grantee in accordance with the terms and provisions hereof (the Planned Easement Area, as affected by any such relocations, the "Easement Area"). The Grantee agrees to deliver to the Grantor as-built plans of GRANTEE'S WATER SUPPLY SYSTEM promptly upon the completion thereof in Beaver Brook Road. In addition, the Grantee agrees, at the Grantee's sole cost, at the Grantor's request to prepare an amendment hereto reasonably acceptable to the Grantor, the sole purpose of which will be to confirm the final location of the Easement Area, including updated plans reasonably acceptable to the Grantor replacing "Exhibits A" and "B" hereof, which amendment with exhibits shall be executed, acknowledged and delivered by the Grantor and the Grantee and recorded with said Registry by the Grantee at its expense.

4. The right and easement set forth above is granted together with the further perpetual and non-exclusive right and easement from time to time without further payment therefore, upon the terms and conditions set forth herein, to pass and repass by foot, vehicle, and equipment over, across and upon said Beaver Brook Road as is reasonable and necessary in order to install, lay, maintain, repair, replace, add underground connection lines for abutting properties, inspect, renew and operate said GRANTEE'S WATER SUPPLY SYSTEM and each and every part thereof and to perform such work, including but not limited to making such other excavation or excavations as may be reasonably necessary in the reasonable opinion and judgment of the Grantee, its successors and assigns, and to maintain the efficient, reliable, and safe operation and maintenance of GRANTEE'S WATER SUPPLY SYSTEM or Grantee's access thereto. The Grantee shall endeavor to provide reasonable prior notice to the Grantor of any planned excavation work within the Easement Area. Prior notice shall not be required where the Grantee needs to enter the Easement Area to respond to an emergency involving the GRANTEE'S WATER SUPPLY SYSTEM (in which event the Grantee shall endeavor to provide such notice as is reasonably practicable under the circumstances).
5. The Grantor and the Grantee, each for itself, its successors and assigns, covenant and agree that this Grant of Easement and the Easement Area may not be changed or modified without the written consent of the Grantor and the Grantee, or their respective successors and assigns, as applicable, which consent shall not be unreasonably withheld by either party. Any relocation of such GRANTEE'S WATER SUPPLY SYSTEM or portion thereof shall be performed at the sole cost and expense of the relocating party. Where the GRANTEE'S WATER SUPPLY SYSTEM is relocated within the Easement Area, the relocating party shall provide updated as-built plans to the other party upon request.

6. It is agreed that GRANTEE'S WATER SUPPLY SYSTEM and all other improvements constructed or installed within the Easement Area by Grantee in accordance with the terms and provisions hereof shall remain the property of Grantee. Grantor agrees not to interfere unreasonably with the rights granted to Grantee hereunder or to cause utilities or other obstructions to be constructed or placed within, under or over the Easement Area that Grantee reasonably determines impairs the exercise of Grantee's rights hereunder, the safe or reliable operation of Grantee's facilities, the provision of water service, or access thereto, which shall be removed promptly by Grantor at its sole expense upon the request of Grantee, provided, however, that, except in case of temporary impairments expressly permitted in accordance with the terms and provisions hereof, the Grantee's facilities and the use thereof shall not impair the rights of others to use Beaver Brook Road and shall not impair the rights of the Grantor to use, maintain, repair, and alter Beaver Brook Road or any portion thereof making up the Easement Area, and, provided further, nothing herein shall preclude Grantor or public utilities from installing, maintaining and operating within the Easement Area, as may be required or allowed by law. Subject to the foregoing and for the avoidance of doubt, there is reserved to the Grantor the right to use the Easement Area in any manner and for any purpose that will not interfere with or be inconsistent with the use of the Easement Area by the Grantee for the purposes set forth herein, or endanger any work, pipes, appurtenances or structures installed by the Grantee in the Easement Area by the Grantee in accordance herewith. In no event shall the Grantee's use of the Easement Area be inconsistent with the use of the Easement Area by the Grantor and others entitled thereto as a right of way for all purposes for which streets are used from time to time in the Town of Boxborough.
7. The Grantee further agrees, as a condition to the easement rights set forth herein, to comply with the terms and provisions set forth in "Exhibit C" attached hereto with respect to all work to be performed by or on behalf of the Grantee pursuant to this Grant of Easement.
8. The Grantee shall at all times maintain, or cause its contractors and subcontractors performing work on behalf of the Grantee hereunder to maintain, the insurance coverages and amounts set forth in "Exhibit D" attached hereto, and to provide commercially customary evidence of such insurance to Grantor prior to the commencement of any work to be performed by or on behalf of the Grantee hereunder.
9. Grantee agrees to promptly restore the surface of the way to substantially the same condition as said surface was in immediately prior to any excavation or excavations thereof or performance of work therein, including both paved and landscaped portions, in accordance with the terms and provisions hereof.
10. The Grantors shall have the right to access the Grantee's water service by connecting to the GRANTEE'S WATER SUPPLY SYSTEM pursuant and subject to the rules and regulations and fees of the Town of Littleton Water Department, as they may be amended from time to time and equitably applied, including, but not limited to the payment of any connection fees or other fees and subject to any applicable capacity limits. Where assessed in accordance with any Special Act or General Law of the General Court, the

Grantor shall pay any and all assessed betterments related to the installation of the GRANTEE'S WATER SUPPLY SYSTEM.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and the respective successors in title to the respective property interests identified herein.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

This Grant of Easement is executed as a sealed instrument as of _____, 2024

**CAMPANELLI-TRIGATE BOXBOROUGH SUB,
LLC**

Signed: _____

Name: _____

Title: Authorized Signer per M.G. L. c. 156C, § 66

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____ 2024, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, 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 as Authorized Signer on behalf of Campanelli-Trigate Boxborough Sub, LLC, a Delaware limited liability company, as the voluntary act of said limited liability company.

Notary Public: _____

My Commission Expires:
Seal

LITTLETON BOARD OF WATER
COMMISSIONERS

Signed: Scott A. Larsen
Name: Scott A. Larsen

Signed: Ivan Pagacik
Name: Ivan Pagacik

Signed: Dick Taylor
Name: Dick Taylor

Signed: Melissa Hebert
Name: Melissa Hebert

Signed: Joseph Knox
Name: Joseph Knox

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 25 day of September 2024, before me, the undersigned notary public, personally appeared: Ivan Pagacik, Scott Larsen, Dick Taylor, Melissa Hebert and Joseph Knox who proved to me through satisfactory evidence of identification, which were personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Commissioners on behalf of the Town of Littleton acting by and through the Littleton Board of Water Commissioners, with offices at 39 Ayer Road, Littleton, MA 01460.

Notary Public: Maura L. Lipp
My Commission Expires: August 21, 2031

Seal

EXHIBIT A – GRANTOR’S PPROPERTY

(see plan sheets attached)

That certain land in Boxborough and Harvard, as more particularly described in a deed dated June 23, 2021, and recorded with the Middlesex South Registry of Deeds at Book 78084, Page 111, and subdivided as depicted on a plan of land entitled “PLAN OF LAND; LOTTING PLAN; CISCO SYSTEMS; TOWERMARC BUSINESS PARK; BOXBOROUGH, MA (MIDDLESEX COUNTY)”, dated February 11, 2000, prepared by Beals and Thomas, Inc., and recorded with said Registry as Plan No. 659 of 2001 (the “2001 Plan”), as affected by a plan entitled “CAMPANELLI-TRIGATE BOXBOROUGH SUB, LLC; 400 & 500 BEAVER BROOK ROAD, BOXBOROUGH, MASSACHUSETTS; APPROVAL NOT REQUIRED PLAN”, dated November 30, 2022, prepared by Kelly Engineering Group, and recorded with said Registry as Plan No. 142 of 202.

EXHIBIT B - GRANTEE'S WATER SUPPLY SYSTEM

(see plan sheets attached)

EXHIBIT C – TERMS AND PROVISIONS REGARDING THE GRANTEE’S WORK

All work to be performed by or on behalf of the Grantee pursuant to this Grant of Easement shall be performed in accordance with the following terms and provisions:

1. The Grantee will be responsible for obtaining all permits and approvals required under all laws, ordinances, rules and regulations applicable to such work, and for compliance with all existing permits and approvals pertaining to Grantee’s work on Grantor’s Property, including without limitation those pertaining to wetlands and species protection. The Grantee shall deliver copies of all such permits and approvals to the Grantor prior to commencing any work. The Grantor shall use commercially reasonable efforts to deliver copies of all approvals and permits not recorded in the registry of deeds to the Grantee that would impact the Grantee’s work within the Easement Area upon within 10 calendar days of receipt of a written request from the Grantee for such documentation. The Grantee shall not be responsible for noncompliance with any condition of an approval or permit that is not recorded in the registry of deeds and is not provided upon such written request.
2. The Grantee shall deliver to the Grantor a reasonably detailed description, reasonably detailed work schedule and complete set of civil drawings for the work a sufficient time prior to commencing any such work for the Grantor to have a reasonable opportunity to review and comment on such description, schedule and civil drawings. The Grantee agrees to review and use commercially reasonable efforts to take into account any comments provided by the Grantor, and to communicate with the Grantor regarding such comments prior to commencing any such work.
3. Without limiting the foregoing, such description, schedule and drawings submitted to the Grantor must include reasonably detailed plans for and satisfactorily account for, as reasonably determined by the Grantor, the following:
 - a. Protection of all wetlands, and environmentally sensitive and restricted areas, including without limitation the existing turtle crossing;
 - b. Pavement demolition and disposal;
 - c. Temporary and permanent pavement patching;
 - d. Sample photos and specifications showing the quality and materials for such temporary and permanent pavement patching consistent with the paving standards set forth in the descriptions attached at the end of this Exhibit C;
 - e. Plans confirming dimensions of trench widening to account for unforeseen conditions that will require full roadway width repaving of such affected roadway portion;
 - f. Plans and locations for staging excavation earth spoil piles;
 - g. Plans for any work to be performed outside of the existing curb lines of Beaver Brook Road, if any, and plans for restoration of such areas after such work;
 - h. Plans for protection of existing conditions, including existing road shoulders, curbs, driveways, utility facilities, storm water drainage facilities, sidewalks, grass, irrigation lines and equipment, and landscaping;
 - i. Preservation of gate security at the north end of Beaver Brook Road;

- j. Preservation of commercially reasonable uninterrupted vehicular access to and from all occupied lots and uninterrupted passage over Beaver Brook Road for occupants of the Grantor's Property.
 - k. Preservation of uninterrupted existing utility services to all occupied lots.
4. If any such description, schedule or civil drawings delivered to the Grantor are later modified, the Grantee shall, prior to commencing any such work as so modified, deliver to the Grantor reasonably detailed documentation of such modifications, a sufficient time prior to commencing any such work as so modified for the Grantor to have a reasonable opportunity to review and comment on such modifications. The Grantee agrees to review and use commercially reasonable efforts to take into account any comments provided by the Grantor, and to communicate with the Grantor regarding such comments prior to commencing any such modified work.
5. The Grantee shall keep the Grantor apprised of the schedule for the planning and performance of work to be performed hereunder. Without limiting the foregoing, with respect to the initial installation project and work thereafter of a scope greater than ordinary repair and maintenance, the Grantee will promptly give notice to the Grantor (including without limitation):
- a. When the project is put out to bid;
 - b. When the contract is awarded, and to whom;
 - c. When the overall project will start;
 - d. When the portion of the project affecting Beaver Brook Road will start;
 - e. When an unforeseen condition is discovered affecting the project in Beaver Brook Road and possible relocation of any portion of the GRANTEE'S WATER SUPPLY SYSTEM from the Planned Easement Area; and
 - f. When the portion of the project affecting Beaver Brook Road will be completed.
6. Without limiting the foregoing, the Grantee will deliver to the Grantor a reasonably detailed current project schedule for the initial installation project, including dates for commencement, completion and interim milestones for work, including restoration work, in Beaver Brook Road and the Grantor's Property, (i) contemporaneously with the execution and delivery of this Grant of Easement, and (ii) at the time of the award of the contract for the initial installation project work.
7. Prior to commencing any work for the initial installation project in Beaver Brook Road, the Grantee shall furnish to the Grantor prior to the commencement of the initial installation project a video of commercially reasonable quality and scope provided by the contractor performing the initial installation work, showing the existing conditions of the entire length and width of Beaver Brook Road and its shoulder areas.
8. The Grantee shall provide reasonable prior notice to the Grantor of the date, time and location of all initial installation project job meetings, and job meetings for any work thereafter of greater scope than repair and maintenance, and shall afford the Grantor with

the reasonable opportunity for a representative of the Grantor to attend any and all such meetings.

9. All work shall be performed in compliance with the description, schedule and plans, including modifications thereof, delivered by the Grantee to the Grantor as set forth above (including, without limitation, with respect to the preservation of access and utilities to all occupied lots, and the protection of all wetlands, and environmentally sensitive and restricted areas, including without limitation the existing turtle crossing).
10. All work shall be performed in a safe, good and workmanlike manner in accordance with all permits and approvals and in accordance with all applicable laws, rules, regulations and codes, and shall be conducted in a manner coordinated with 300 Third Owner so as to reasonably minimize disruption of the use and enjoyment of the Grantor's Property. Once commenced, all work shall be promptly and diligently prosecuted to completion.
11. The Grantee shall not allow any liens to be filed against the Grantor's Property as a result of any work to be performed by or on behalf of the Grantor, and the Grantee shall cause any such lien against the Grantor's Property to be discharged or bonded over within thirty (30) days after notice of such lien is delivered to the Grantee by the Grantor. The Grantee shall notify the Grantor promptly after learning of any lien filed against the Grantor's Property as a result of any work performed by or on behalf of the Grantee hereunder. If the Grantee fails to cause any such lien to be discharged or bonded over with such thirty (30) day period, the Grantor shall have the right, but not the obligation, to cause such lien to be discharged or bonded over, in which event the Grantee shall reimburse the Grantor for all out-of-pocket costs incurred by the Grantor to effect such discharge or bonding over, such reimbursement payment to be made by the Grantee to the Grantor no later than thirty (30) days after delivery by the Grantor to the Grantee of written demand therefor accompanied by commercially customary evidence of such costs. Provided however, that the provisions of this paragraph shall not apply to any liens imposed by the Town of Littleton on the Grantor related to the payment of betterments, water department connection fees or water rates.
12. If the Grantee, its employees, agents or contractors damages any existing improvements to the Grantor's Property including, without limitation, any road shoulders, curbs, driveways, utility facilities, storm water drainage facilities, sidewalks, grass, irrigation lines and equipment, or landscaping, the Grantee shall at its sole cost promptly repair and restore the same to at least as good condition as existing prior to such damage.
13. All notices to be given hereunder shall be in writing and shall be deemed effective when (a) personally delivered, (b) delivered by private courier service (such as FedEx or UPS), (c) delivered by prepaid, certified U.S. mail with return receipt requested, or (d) subject to the provisions of this clause, by electronic mail, but only if simultaneously delivered by one of the other permitted methods set forth in clauses (a) through (c) above, at the addresses below:

To the Grantor: Campanelli-Trigate Boxborough Sub, LLC
c/o The Campanelli Companies

One Campanelli Drive
Braintree, MA 02184
Attention: Russell Dion
Email: rdion@campanelli.com

With a copy to:

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: Keith R. Barnett, Esq.
Email: kbarnett@proskauer.com

To the Grantee: Town of Littleton Board of Water Commissioners
39 Ayer Road, Littleton, MA 01460
Littleton, MA 01460
Attention: General Manager at Littleton Electric Light &
Water Department

With a copy to:

Harrington Heep LLP
40 Grove Street, Suite 190
Wellesley, MA 02482
Attention: Littleton Town Counsel

Exhibit C, Article 3d. – Sample Photos of Pavement Patching



**Sawcut is in acceptable condition.
Straight trench cuts are required.
Joints need to be properly filled and sealed.**



**Sawcut Joint is in acceptable condition.
Straight trench cuts are required.
New pavement should have a seamless transition from existing pavement.**

Exhibit C, Article 3d. – Sample Photos of Pavement Patching



**Sawcut is in acceptable condition.
Straight trench cuts are required.
Joints need to be properly filled and sealed.**



**Sawcut is in acceptable condition.
Straight trench cuts are required.
Joints need to be properly filled and sealed.**

Exhibit C, Article 3d. – Sample Photos of Pavement Patching



**Trenching condition not acceptable.
Straight trench cuts are required.
Haphazard / inconsistency in sawcut & no joint sealer.**



**Trenching condition not acceptable.
Straight trench cuts are required.
Haphazard / inconsistency in sawcut & no joint sealer.**

EXHIBIT D – INSURANCE REQUIREMENTS

Insurance Requirements

- A. Commercial General Liability Insurance (“CGL”), including coverage for bodily injury (including coverage for death, mental anguish), Premises-Operations, Independent Contractors, Products-Completed Operations, Blanket Contractual Liability, Personal Injury and Broad form Property Damage, and including any other broadening extensions or endorsements usually secured in conjunction therewith for similar commercial projects, as applicable, against claims for personal injury, death or property damage occurring upon, in or about the Grantee’s Property or in connection with the exercise of the easement rights set forth herein:

1. \$1,000,000 Each Occurrence;
2. \$2,000,000 General Aggregate; and
3. \$2,000,000 Products-Completed Operations Aggregate.

Products and completed operations coverage for work by contractors shall be maintained for not less than the statute of repose in Massachusetts for such work.

- B. Statutory Worker’s Compensation Insurance as required by law.
- C. Employer’s Liability Insurance with limits of \$1,000,000 for each employee for claims resulting from accidents, and \$1,000,000 each employee for disease related claims.
- D. Automobile Liability Insurance, including coverage for owned, non-owned, leased and hired vehicles of Grantee or its contractors with a \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- E. Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of \$5,000,000. Coverage shall be excess of CGL (including products and completed operations coverage), Auto Liability and Employers Liability with such coverage being concurrent with and not more restrictive than underlying insurance and shall include additional insured status as per CGL.
- F. Grantee and its contractors and subcontractors are responsible for their own property, tools, machinery and equipment and all related insurance and will not look to Grantor for damages or insurance proceeds related thereto.
- G. Said coverage amounts shall be subject to adjustment from time to time in the good faith discretion of Grantor so as to be in amounts that are from time to time carried by prudent owners of substantially similar projects in Middlesex County, Massachusetts, provided, however, that at no time shall said coverage amounts be less than the amounts set forth above.
- H. Each policy of insurance carried by the Grantee or its contractors or subcontractors performing work pursuant to this Grant of Easement shall be issued by insurance carriers licensed and approved to do business in Massachusetts, having a financial strength rating

of not less than an "A minus" and company size rating of not less than "VIII" in the most current Best's Key Guide.

- I. Each policy of insurance carried by the Grantee or its contractors or subcontractors performing work pursuant to this Grant of Easement shall provide that the coverage of such policy is primary and any coverage under any policy or policies of insurance held by the Grantor or any other additional insured or indemnitee is secondary. All of the insurance required shall be written on an occurrence basis, except that workers' compensation insurance can be written on a claims made basis. Grantor, any successor in title to the Grantor's Property, any lender of such parties, their respective subsidiaries, affiliated and associated companies, and the managers, directors, beneficial owners, members, officers, employees, agents and representative(s) of any of them, and such other persons designated by Grantor from time to time, shall be named as additional insureds on all insurance policies required hereunder except workers' compensation, on a primary non-contributory basis (providing coverage for each additional insured for completed operations and ongoing operations). Coverage afforded the additional insureds under all insurance carried by the Grantee or its contractors and subcontractors shall be at least as broad as the coverage afforded the named insured(s), and such policies shall not include exclusionary language or limitations applicable only to the additional insureds.
- J. Each policy of insurance carried by the Grantee or its contractors or subcontractors performing work pursuant to this Grant of Easement shall contain a provision that the policy shall not be subject to termination or cancellation without at least thirty (30) days prior written notice be given to the Grantor by registered mail.
- K. The Grantee shall, or shall cause its applicable contractor or subcontractor to, upon demand from time to time, provide the Grantor with proof that the insurance requirements have been met, which shall be in the form of certificates of insurance reasonably acceptable to the Grantor and its lender from time to time. If required in connection with the filing of a claim, upon the Grantor's, the Grantee shall, or shall cause its applicable contractor or subcontractor to, as the case may be, provide the Grantor with copies of the insurance policies required to be maintained hereunder.