

**GRANT OF EASEMENT**

As of 2/21/2023

**THE COMMONWEALTH OF MASSACHUSETTS** (the "**Commonwealth**"), acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**"), with an address of One Ashburton Place, Boston, MA 02108 ("**Grantor**"), on behalf of and in consultation with the Department of Conservation and Recreation ("**DCR**"), with an address of 251 Causeway Street, Boston, MA 02114,

acting *under the authority of Chapter 25 of the Acts of 2022* (the "**Act**"), a copy of which is attached hereto and incorporated herein as **EXHIBIT A**, hereby grants, on the terms and

conditions set forth herein, without any representations, warranties or covenants of title or

condition whatsoever, to the **TOWN OF SAVOY**, having an address of 720 Main Road, Savoy, MA

01256 ("**Grantee**"), an easement (the "**Easement**"), for the purposes of installing, operating,

maintaining, and repairing communications infrastructure enclosed by a security fence,

consisting of a guyed wooden utility pole and associated wires, anchor rods and wireless

internet

antennas and an adjacent equipment shelter on a concrete slab, over certain land located in the town of Savoy, Berkshire County, Commonwealth of Massachusetts, as shown on the Plan (hereinafter defined) and as more particularly described in Section I below (the "**Easement Area**").

In accordance with the provisions of the Act, and as a condition precedent to the granting of this Easement, Grantee shall compensate the Commonwealth for this Grant of Easement through the transfer to the Department of Conservation and Recreation funding in the amount of two thousand and eight hundred (\$2,800.00) dollars for the acquisition of land or an interest therein.

For good and valuable consideration as set forth above and the performance of the covenants, obligations and agreements binding on the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, for so long as the Easement Area is used for the purposes stated in Section II of this Grant of Easement and otherwise in accordance with the terms of the Act, *the parties agree as follows:*

## I. PLAN REFERENCES

The Easement Area is identified on a plan of land entitled "Easement Plan of Land" prepared by DGT Associates Survey & Engineering, dated August 8, 2022 (the "Plan"), and recorded in the Berkshire North Registry of Deeds at book \_\_\_\_\_, page \_\_\_\_\_.

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The Easement Area is along a certain parcel of land owned by the Commonwealth, under the care and control of DCR, and currently held by DCR for conservation and recreation purposes. The Easement is identified in the Plan as Proposed Easement and containing 1,997.5± square feet.

## II. PURPOSES, USES AND RESTRICTIONS

Consistent with the Act, the purpose of this Easement is for Grantee to install, operate, maintain, and repair communications infrastructure enclosed by a security fence, consisting of a guyed wooden utility pole and associated wires, anchor rods and wireless internet antennas and an adjacent equipment shelter on a concrete slab on, and over the Easement Area and to enter upon and egress from the Easement Area for all the foregoing purposes (each, a "Purpose," and collectively, the "Purposes").

## III. GRANTEE'S AFFIRMATIVE COVENANTS AND OBLIGATIONS

- A. Following any actions in furtherance of the Purposes in the Easement Area by Grantee, Grantee shall, in a reasonable time, remove all equipment and materials from the Easement Area and shall restore or repair, or cause to be restored or repaired, any damage or breakage caused in the Easement Area, including but not limited to restoring the Easement Area to grade and backfilling the Easement Area to original surface conditions.
- B. The Easement conveyed by this Grant of Easement shall not unreasonably interfere with Grantor's use of its land.
- C. Grantee's use of the easement shall not unreasonably interfere with the general public's use of DCR property adjacent to the easement for recreation or conservation purposes authorized by DCR rules and regulations.
- D. Grantee shall provide to Eversource, its divisions, subsidiaries and successors unrestricted access to the utility pole located within the Easement and labeled UP#8-8.
- E. Grantee shall be responsible, without limitation, for all costs and expenses incurred or required to be incurred by it, including, but not limited to, costs associated with any

engineering or surveys or other necessary due diligence in connection with the Grantee's use of the Easement granted under the Act.

- F. Grantee shall also be responsible, without limitation, for all costs and expenses incurred or required to be incurred by it, including, but not limited to, costs associated with the Grantee's use of the Easement Area for the Purposes authorized by the Act.
- G. The Easement is conveyed subject to all other provisions, restrictions, limitations, terms and conditions of the Act and this Grant of Easement.
- H. Grantee's compliance with the provisions, restrictions, limitations, and terms and conditions set forth in the Act and under this Grant of Easement shall be in accordance with applicable laws and regulations, as some may change from time to time.
- I. Grantee shall apply for and obtain a DCR Construction and Access Permit ("CAP") prior to the commencement of any construction work, including new construction, installation, renovation, rehabilitation, improvements, modifications, build-outs or demolition.
- J. Grantee may perform regular maintenance and conduct minor repairs to the communications infrastructure and enclosure using properly licensed and insured contractors, without additional notice to or approval from DCR.
- K. Grantee may conduct emergency repairs to the communications infrastructure to the extent necessary to restore service after Grantee provides notice to the DCR Field Operations Team Leader by phone at 413-347-2065.
- L. Grantee shall use seasonally appropriate vehicles and equipment to minimize impact to environmental elements including, but not limited to soil, snow cover, ground cover and trees.

#### **IV. REVERTER**

- A. Notwithstanding any other general or special law to the contrary, if the Easement Area ceases to be used for the Purposes or is used for any purpose other than the Purposes described herein, Grantor shall give written notice to Grantee and DCR of the cessation of use or unauthorized use, in accordance with Section VI below ("Notice").
- B. Grantee shall, upon receipt of Notice, have thirty (30) days to respond (the "Response Period") and a reasonable time (the "Cure Period"), to establish an authorized use of the Easement Area (consistent with the Purposes).
- C. If Grantee does not respond within the Response Period or, if following Grantee's response to the Notice, Grantor believes that Grantee has not established an authorized use of the Easement Area (consistent with the Purposes) within a reasonable time during

the Cure Period, Grantor shall give written notice to Grantee of its intention to record a "Notice of Reversion and Termination of Easements" (the "Second Notice".)

- D. If Grantee has not commenced and diligently proceeded to completion of the establishment of an authorized use within thirty (30) days following the Second Notice, Grantor shall have the right to record a "Notice of Reversion and Termination of Easements," and any other documents evidencing said Reverter with the Registry, whereupon all right, title and interest of Grantee in the Easement Area(s) subject to the Reverter shall terminate and the Easement Area subject to the Reverter shall revert to Grantor and be assigned to the care, custody and control of DCR, unencumbered by the rights granted under this Grant of Easement or the Act.
- E. The recording of the Notice of Reversion and Termination of Easements by Grantor (following the expiration of any applicable appeals by Grantee, if any), shall be conclusive evidence of the completion of Reverter and Termination of Easements and title in the Grantor, without any further action necessary on the part of the Grantor.
- F. Within sixty (60) days of the date of the recording of the Notice of Reversion and Termination of Easements, Grantee shall notify Grantor if it elects to remove its equipment, fixtures, and personal property from the Easement Area(s), and if Grantee does make such election, Grantee, at its sole cost and expense, shall remove all of its equipment, fixtures and personal property from the Easement Area and repair and restore the Easement Area to its condition at the time of this original Grant of Easement if practicable. Any equipment, fixtures and/ or personal property, if any, remaining after that date shall be deemed abandoned by the Grantee, and the Grantor shall be deemed the owner and may hold or dispose of same in any matter that Grantor deems necessary, at the sole expense of the Grantee.
- G. Any of the dates and time periods for performance by Grantee set forth above may be extended by written consent of Grantor, upon written request of the Grantee, which request shall contain the extended date and the reasons therefore.

#### **V. SELF-HELP PROVISIONS**

- A. Should Grantee's construction, installation, maintenance, management, operation, repairment, replacement, reconstruction, and/or removal of the communications infrastructure cause unreasonable interference with Grantor's use of the Easement Area and Grantee fails to remove, repair, or otherwise correct the unreasonable interference within the Cure Period, Grantor shall be entitled (but not obligated) to undertake in whole or in part any responsibilities of the Grantee required to restore the Easement Area to its original condition at the sole cost of Grantee.

## VI. NOTICE PROVISION

- A. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under the Grant of Easement shall be in writing, signed by a duly authorized representative of the party giving the notice, and shall be given by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery or by courier or reputable overnight delivery service (with written receipt).
- B. Such notices shall be sent or addressed to the addresses as shown in Section VII.
- C. At any time and from time to time, by written notice given hereunder by any method as aforesaid, the parties to this Grant of Easement may designate a different address to which that party's respective notices shall be sent.

## VII. GENERAL

- A. Grantee covenants and agrees that the easement in the Easement Area is granted in "as is" condition, without any representations or warranties by Grantor, expressed or implied, of any kind or nature whatsoever, as to the condition of the Easement Area, and releases Grantor and its officials, agents, representatives, employees, consultants, successors, divisions and assigns with respect to any claims, liabilities, demands, damages, obligations, losses, penalties, litigation, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever arising directly or indirectly out of the condition of the Easement Area, whether known or unknown, at the time of the Grant of the Easement in the Easement Area.
- B. The Purposes and restrictions contained in this Grant of Easement shall continue to be enforceable in perpetuity under Massachusetts General Laws, Chapter 184, Section 32.
- C. The Grantee shall be solely responsible for compliance with all applicable laws, rules and regulations, if any, including, without limitation, construction, environmental, historical, accessibility, procurement, prevailing wage and non-discrimination laws in exercising its rights and obligations under the easement.
- D. Except in cases of emergency, all notices to Grantor or Grantee hereunder shall be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by (i) hand delivery (including courier, Federal Express or other delivery service requiring a signature), (ii) mailed by United States Certified Mail, postage prepaid, return receipt requested, or (iii) email with a confirmation copy sent by one of the three prior methods, in each case, to the addresses set forth below:

**Grantor:** Commonwealth of Massachusetts

By its Division of Capital Asset Management and Maintenance  
One Ashburton Place  
Boston, MA 02108  
ATTN: General Counsel  
Email: katherine.renzoni@mass.gov

**With a copy to:**

Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104  
ATTN: General Counsel  
Email: thomas.larosa@state.ma.us

**Grantee:** Town of Savoy

720 Main Road  
Savoy, MA 01256  
Email: townofsavoy720@gmail.com

**List of Exhibits:**

Exhibit A - Chapter 25 of the Act of 2022

**IN WITNESS WHEREOF**, the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, has executed this Grant of Easement as a sealed instrument on this 21 day of 3, 2022.

COMMONWEALTH OF MASSACHUSETTS  
Acting through its Division of  
Capital Asset Management and Maintenance

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 as Commissioner of the Division of Capital Asset Management and Maintenance, an executive agency of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

(Official signature and seal of notary public)

Notary Public: \_\_\_\_\_ Print Name:

\_\_\_\_\_ My commission expires: \_\_\_\_\_

**Acceptance of this Grant of Easement**

By acceptance of this Grant of Easement, the town of Savoy acknowledges, accepts, agrees, and consents to all of the terms, covenants, conditions, easements, reservations, and restrictions contained, or referred to, in this Grant of Easement.

**Town of Savoy**  
By its Selectboard

[Signature]  
BOARD SELECTMEN, Member

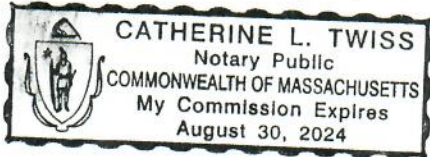
[Signature]  
SELECT BOARD, Member

[Signature]  
Selectboard, Member

**COMMONWEALTH OF MASSACHUSETTS**

County, ss.

On this 21<sup>st</sup> day of Feb, 2022<sup>3</sup>, before me, the undersigned notary public, there personally appeared Savoy Board of Selectmen member of the Town of Savoy Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily for its stated purpose on behalf of the town of Savoy.



(Official signature and seal of notary public)  
Notary Public: Catherine L. Twiss

Print Name: Catherine L. Twiss My commission expires: August 30, 2024



## EXHIBIT A

Acts (2022)

Chapter 25

### AN ACT AUTHORIZING THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY A CERTAIN EASEMENT IN THE TOWN OF SAVOY

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to authorize forthwith the conveyance of a certain easement in the town of Savoy, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

(a) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, may grant to the town of Savoy, for consideration as provided in subsection (b), an easement for the purposes of installing, operating, maintaining and repairing communications infrastructure enclosed by a security fence, consisting of a guyed wood utility pole and associated wires, anchor rods and wireless internet antennas and an adjacent equipment shelter on a concrete slab, with all rights necessary and incidental thereto, subject to such additional terms and conditions consistent with this act and as the commissioner of capital asset management and maintenance, in consultation with the department of conservation and recreation, may prescribe over certain land currently held in the care, custody and control of the department of conservation and recreation. The easement area is more particularly described as an area of approximately 2,500 square feet located off Tower Road approximately 200 feet north of the Savoy fire tower on Borden mountain in the Savoy state forest. The exact boundaries and location of the easement to be granted over the land described in this section shall be determined by the commissioner of capital asset management and maintenance, in consultation with the department of conservation and recreation, after completion of a survey.

(b) In consideration for the easement authorized in subsection (a), the town of Savoy shall compensate the commonwealth through: (i) the transfer of land or an interest in land to the department of conservation and recreation, with a value equal to or greater than the full and fair market value of the easement described in said subsection (a), or its value in use as proposed, whichever is greater, as determined by an independent appraisal; (ii) a sum of money equal to the full and fair market value of the easement or its value in use as proposed, whichever is greater, as determined by an independent appraisal; or (iii) some combination thereof. The commonwealth shall not be obligated to pay any consideration to the town if the

appraised value

of any parcels or interests conveyed under this subsection exceeds the value of the easement in subsection (a). Any funds received shall be deposited in the Conservation Trust established in section 1 of chapter 132A of the General Laws and shall be expended by the department of conservation and recreation to fund the acquisition of land or an interest therein to be under its care and control for conservation and recreation purposes.

(c) The value of the easement described in subsection (a) and the value of any property interests to be conveyed to the commonwealth pursuant to subsection (b) shall be determined by an independent appraisal prepared in accordance with the usual and customary professional appraisal practice by a qualified appraiser commissioned by the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation. The commissioner of capital asset management and maintenance shall submit any appraisals to the inspector general for review and comment. The inspector general shall review and approve any appraisals and the review shall include an examination of the methodology utilized for the appraisals. The inspector general shall prepare a report of such review and file the report with the commissioner of capital asset management and maintenance for submission by the commissioner of capital asset management and maintenance to the house and senate committees on ways and means and the joint committee on state administration and regulatory oversight. The commissioner shall submit copies of the appraisals and the inspector general's report to the house and senate committees on ways and means and the joint committee on state administration and regulatory oversight not less than 15 days before the execution of the instrument effecting the grant of the easement described in subsection (a).

(d) No instrument granting the easement described in subsection (a) shall be valid unless it provides that the easement shall be used solely for the purposes described in said subsection (a). The grant of easement shall stipulate that the easement shall terminate if the property ceases to be used for the express purposes set forth in the instrument granting the easement, upon such terms and conditions as the commissioner of capital asset management and maintenance may determine, following notice of such to the grantee by the division of capital asset management and maintenance and a failure by the grantee to cure the violation to the satisfaction of the division of capital asset management and maintenance.

(e) The town of Savoy shall be responsible for all costs associated with engineering, surveys, appraisals, document preparation and other expenses deemed necessary by the commissioner of capital asset management and maintenance to convey the easement described in subsection (a).

Approved, February 16, 2022.