

**EASEMENT FOR ELECTRIC SERVICE
WO#(PP0)2402897-Underground Conduit
123 Church St-New Bedford**

COPY

KNOW ALL MEN BY THESE PRESENTS, that:

CENTRO CRISTIAO EMANUEL IGLESIA EVANGELICA APOSTOLES y PROFETAS, a non-profit corporation organized under, Massachusetts General Laws, Chapter 180, whose address is 814 Boston Post Road East, Marlborough, Massachusetts 01752

hereinafter referred to as the Grantor, for consideration of One Dollar (\$1.00), grants to

NSTAR ELECTRIC COMPANY d/b/a/ EVERSOURCE ENERGY, a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, hereinafter referred to as the Grantee,

with quitclaim covenants, the right and easements (as more particularly described below) for underground lines for distribution of electricity, 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 123 Church Street in New Bedford, Massachusetts.

The Premises are more particularly described in the Deed filed in the Bristol County Registry of Deeds in Book 10875, Page 268.

The Premises are shown as Parcel 1 on the plan captioned "Approval Not Required Plan," dated July 14, 2006, prepared by Earl O. Phillips Jr. Registered Professional Land Surveyor, 203 Belleville Road, New Bedford, MA 02745 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 159, Page 80 and as otherwise delineated as Parcel 1 on plan of land entitled, Corrective Plan in New Bedford, Massachusetts prepared for Ribeiro Real Estate LLC said plan dated February 5, 2007" recorded with the Bristol County Registry of Deeds in Plan Book 160, Page 47.

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) underground buried cables, wires, conduits, pipes, splice boxes, manholes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee 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 the right and easement to enter into transformer vaults or areas located within the Grantor's building or buildings or upon the Grantor's premises, also owned and maintained by the Grantor, and 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 Grantee's "Information & Requirements for Electric Service," as issued by Grantee 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, Grantee reserves 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 Grantee, and shall initially be approximate, 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 Grantee 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 Grantee 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 Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee 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, Grantee 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 Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its 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.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend

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

Grantee 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 Grantee, its 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 Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. 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 Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

EXECUTED as an instrument under seal this 6 day of September, 2021.

CENTRO CRISTIANO EMANUEL IGLESIA
EVANGELICA APOSTOLES y PROFETAS

By: [Signature]
Name: Abiel Chacón
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

On this 6th day of September, 2021, before me, the undersigned notary public, personally appeared Abiel Chacón, as Aforesaid, proved to me through satisfactory evidence of identification, which was MA D/L, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as the Manager of Centro Cristiano Emanuel Iglesia Evangelica Apostoles y Profetas.



ISRAEL J. FERMIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires November 12, 2021

[Signature]
Notary Public
My Commission Expires: 11-12-21