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**JUN 15 2016**

**PLANNING BOARD  
GRAFTON, MA**

**From:** Katherine Worden  
**Sent:** Wednesday, May 18, 2016 10:53 AM  
**To:** Greg Carey <[greg.carey@easycleanenergy.com](mailto:greg.carey@easycleanenergy.com)>  
**Cc:** Mark Nelson <[mark.nelson@easycleanenergy.com](mailto:mark.nelson@easycleanenergy.com)>  
**Subject:** Grafton NGRID Easements

Greg,

I have reviewed NGRID's easements on the Grafton property (attached) and see no indication that their consent would be required to cross their easement area. The easement is non-exclusive and simply gives them the right to run and maintain their lines. We would need to be sure not to interfere with their line or block their access to such line, but otherwise, I don't see an issue with our intended use.

Please let me know if you have any further questions.

Thank you,  
Katherine

Katherine Worden | Corporate Counsel  
Phone: 720.460.5127  
Office: 720.644.5720



12

4888

217

6/20/66

We, HENRY J. HARTNESS and THELMA A. HARTNESS, husband and wife,

of Grafton Worcester County, Massachusetts, being married

(hereinafter called the Grantor), for consideration paid, grant to NEW ENGLAND POWER COMPANY, a Massachusetts corporation (hereinafter called the Grantee), its successors and assigns, with warranty covenants, the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both (which may be erected at different times), with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including a buried ground wire and such footbridges, causeways and ways of access, if any, as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines over, across and upon a strip of OUR land --- 30' --- feet in width in

Grafton Worcester County, Massachusetts. Said strip to commence at land now or formerly of Wilfred J. Larrivee et ux and extend to land now or formerly of Joseph W. Huchowski et ux

and to become established by and upon the recording of a plan of the Grantee's final survey thereof. Said strip is adjacent and parallel with and southerly from an existing transmission line right of way now owned by the Grantee.

Also the perpetual right and easement from time to time, without payment therefor, to clear and keep cleared by physical, chemical or other means, said strip of trees, underbrush and structures (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, add to and otherwise change the lines and each and every part thereof and all appurtenances thereto and the location thereof within said strip; and to pass along said strip to and from the adjoining lands and to pass over the Grantor's land to and from said strip as reasonably required.

The Grantor, for themselves, their heirs, successors and assigns, hereby covenant and agree with the Grantee, its successors and assigns, that no act will be permitted within said strip which is inconsistent with the rights hereby granted; that no buildings or structures will be erected or constructed upon said strip; and that the present grade or ground level of said strip will not be changed by excavation or filling.

It is agreed that the lines shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

This deed is given also in release of any and all dower, curtesy and homestead interests and all other interests by statute or otherwise of the Grantor, hereto.

WITNESS OUR hands and seals this 20<sup>th</sup> day of JUNE, 1966



R. W. Kennedy to both

Henry J. Hartness Thelma A. Hartness

The Commonwealth of Massachusetts

Worcester, ss. JUNE 20, 1966

Then personally appeared before me the above named Henry J. Hartness and Thelma A. Hartness

and acknowledged the foregoing instrument to be their free act and deed.



Richard W. Kennedy Justice of the Peace Notary Public RICHARD W. KENNEDY - Notary Public My Commission Expires Sept. 15, 1967

Recorded July 28, 1966 at 9h. A. M.

Ely side highway

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7/17/74

We, HENRY J. HARTNESS and THELMA A. HARTNESS, Husband and Wife,

of Grafton, Worcester County, Massachusetts, being married

(hereinafter called the Grantors), for consideration paid, grant to NEW ENGLAND POWER COMPANY, a Massachusetts corporation (hereinafter called the Grantee), its successors and assigns, with warranty covenants, the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both (which may be erected at different times), with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including a buried ground wire and such footbridges, causeways and ways of access, if any, as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines over, across and upon a strip of our land ---375--- feet in width in

Grafton, Worcester County, Massachusetts. Said strip to commence at land now or formerly of Fisher Manufacturing Company and extend to land now or formerly of Joseph W. and Mary Huchowski and Martin P. Szerlag

crossing intervening highway and land of Wilfred J. And Natalie Larrivee and to become established by and upon the recording of a plan of the Grantor's final survey thereof. The above described strip includes a transmission line right of way conveyed to NEW ENGLAND POWER CONSTRUCTION COMPANY by deed dated April 3, 1926 recorded with Worcester County Registry of Deeds in Book 2400 Page 187. ✓

Also the perpetual right and easement from time to time, without payment therefor, to clear and keep cleared by physical, chemical or other means, and strip of trees, underbrush and structures (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, add to and otherwise change the lines and each and every part thereof and all appurtenances thereto and the location thereof within said strip; and to pass along said strip to and from the adjoining lands and to pass over the Grantors land to and from said strip as reasonably required.

The Grantors for themselves, their heirs, successors and assigns, hereby covenant and agree with the Grantee, its successors and assigns, that no act will be permitted within said strip which is inconsistent with the rights hereby granted; that no buildings or structures will be erected or constructed upon said strip; and that the present grade or ground level of said strip will not be changed by excavation or filling.

It is agreed that the lines shall remain the property of the Grantee, its successors and assigns, and that the Grantor, its successors and assigns, shall pay all taxes assessed thereon.

This deed is given also in release of any and all dower, curtesy and homestead interests and all other interests by statute or otherwise of the Grantors hereto.

WITNESS our hand and seal this 17th day of July, 1964

Henry J. Hartness  
Thelma A. Hartness

The Commonwealth of Massachusetts

Worcester, ss. July 17, 1964

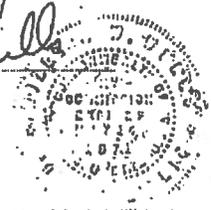
Then personally appeared before me the above named Henry J. Hartness and Thelma A. Hartness and acknowledged the foregoing

instrument to be their free act and deed.

William W. Wills

William W. Wills

Notary Public.



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Laud L. McShane (seal)

Commonwealth of Massachusetts

Worcester ss. April 7, 1926. Then personally appeared the above-named Peter C. McShane and acknowledged the foregoing instrument to be his free act and deed, before me

Charles J. Hickey Justice of the Peace  
My commission expires Mar. 9, 1928.

Rec'd April 7, 1926 at 4h. 58m. P. M. Ent'd & Ex'd.

\* \* \* \* \*

We, Louis John Boria and Eigane Boria his wife, and Leonis T. Steffo, otherwise known as Leni T. Steffo, single, of Sutton, Worcester County, Massachusetts, being married (hereinafter called the grantors), for consideration paid, grant to New England Power Construction Company, a Massachusetts corporation - (hereinafter called the grantee), with W A R R A N T Y covenants, the right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both (which may be erected at different times), with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances over, across and upon a strip of our land 250 feet in width, in LILLBURY and SUTTON, Worcester County, Massachusetts. Said strip to commence at land now or formerly of Arthur Petit and extend to land now or formerly of Mary C. Trombly, and to become established by and upon the final survey and marking thereof by the grantee.

Boria et ali.  
to  
N. E. Power Construction Co.  
See Plan Book 76, Plan 53

Also the right and easement from time to time without further payment therefor to clear and keep cleared said strip of trees, underbrush and structures (the first clearing may be for less than the full width and may be widened from time to time to the full width), and to renew, replace, add to and otherwise change the lines, and each and every part thereof, and the location thereof within said strip, and to pass over the grantors land to and from said strip for all the above purposes and the removal of the lines.

2400/187

It is agreed that the lines shall remain the property of the grantee, and that the grantee shall pay all taxes assessed thereon.

This deed is given also in release of any and all D O V E R, C U R T E S Y and H O M E S T E A D interests and all other interests by statute or otherwise of the grantors hereto.

W I T N E S S our hands and seals this 6th day of April 1926.

Witnesses:

Louis John Boria (seal)  
Eigane Boria (seal)  
Leonis Th Steffo (seal)

Commonwealth of Massachusetts

Worcester ss. April 6 1926 Then personally appeared before me the above named Louis John Boria and acknowledged the foregoing instrument to be his free act and deed.

Harold H Hartwell Justice of the Peace.

Rec'd April 8, 1926 8h. 30m. A. M. Ent'd & Ex'd.

\* \* \* \* \*

2400-187

4/3/26  
Banister

I, Frank C. Banister, single of Grafton, Worcester County, Massachusetts, being unmarried (hereinafter called the grantor), for consideration paid, grant to New England Power Construction Company, a Massachusetts corporation - (hereinafter called the grantee), with W A R R A N T Y covenants, the right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both (which may be erected at different times), with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances over, across and upon a strip of my land 250 feet in width, in the Town of GRAFTON, Worcester County, Massachusetts. Said strip to commence at land now or formerly of Fisherville Manufacturing Company on the west and extend to land now or formerly of Jan Huckowski and/or Ephraim Loran, crossing intervening highway, and to become established by and upon the final survey and marking thereof by the grantee.

See Plan Book 76, Plan 59

Also the right and easement from time to time without further payment therefor to clear and keep cleared said strip of trees, underbrush and structures (the first clearing may be for less than the full width and may be widened from time to time to the full width), and to renew, replace, add to and otherwise change the lines, and each and every part thereof,

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and the location thereof within said strip, and to pass over the grantor's land to and from said strip for all the above purposes and the removal of the lines.

It is agreed that the lines shall remain the property of the grantee, and that the grantee shall pay all taxes assessed thereon.

This deed is given also in release of any and all P O W E R, C U R T E S Y and H O M E S T E A D interests and all other interests by statute or otherwise of the grantor hereto. W I T N E S S my hand and seal this third day of April 1926.

Witnesses:

Frank C Banister (seal)

Commonwealth of Massachusetts

Worcester ss. Apr. 3, 1926. Then personally appeared before me the above named Frank C. Banister and acknowledged the foregoing instrument to be his free act and deed.

James A. Cushman Justice of the Peace.

My commission expires May 3, 1929

Rec'd April 8, 1926 at Sh. 30m. A. L. Ent'd & Ex'd.

\* \* \* \* \*

Dworman  
to  
N. E. Power  
Construction Co.

I, Barney Dworman the holder of a mortgage by Louis John Borja and George V. Tochy to me dated May 1, 1923, and recorded with Worcester District Deeds, Book 2297, Page 396, for consideration paid, R E - L E A S E to New England Power Construction Company, a Massachusetts corporation, (hereinafter called the grantee) all interest acquired under said mortgage in the following described portion of the mortgaged premises.

The right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both, which may be erected at different times, with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, over, across and upon a strip of the mortgaged premises 250 feet in width in SUTTON and LILLBURY, Worcester County, Massachusetts; and the right and easement from time to time to clear and keep cleared said strip of trees, underbrush and structures, (the first clearing may be for less than the full width and may be widened from time to time to the full width), the location of said strip to become established by and upon the final survey and marking thereof by the grantee; and the right and easement from time to time to renew, replace, add to and otherwise change the lines and each and every part thereof, and the location thereof within said strip; and to pass over said mortgaged premises to and from said strip for all the above purposes and the removal of the lines. I N W I T N E S S W H E R E O F I, the said Barney Dworman hereunto set my hand and seal this 30th day of March, 1926.

Witnesses:

Charles W Lemaire

Barney Dworman (seal)

Commonwealth of Massachusetts

Worcester ss. March 30th 1926. Then personally appeared before me the above-named Barney Dworman and acknowledged the foregoing instrument to be his free act and deed

Charles W Lemaire, Notary Public

Approved as to form R. J. H.  
Rec'd April 8, 1926 at Sh. 30m. A. L. Ent'd & Ex'd.

\* \* \* \* \*

Millbury Sav.  
Bank  
to  
N. E. Power  
Construction Co.  
\*Should be 2292

Millbury Savings Bank a Massachusetts corporation, the holder of a mortgage by Barney Dworman to it dated March 14, 1923, and recorded with Worcester District Deeds, Book 2292, Page 368, for consideration paid, R E L E A S E S to New England Power Construction Company, a Massachusetts corporation, (hereinafter called the grantee) all interest acquired under said mortgage in the following described portion of the mortgaged premises:

The right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for telephone use, lines of towers or poles or both, which may be erected at different times, with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, over, across and upon a strip of the mortgaged premises 250 feet in width in SUTTON and LILLBURY, Worcester County, Massachusetts; and the right and easement from time to time to clear and keep cleared said strip of trees, underbrush and structures, (the first clearing may be for less than the full width and may be widened from time to time to the full width), the location of said strip to become estab-