

## PURCHASE AND SALE AGREEMENT

Agreement made this 31<sup>st</sup> day of January, 2019

### 1. PARTIES

**NSTAR ELECTRIC COMPANY** d/b/a **EVERSOURCE ENERGY**, a Massachusetts corporation, with an address at 247 Station Drive, Westwood, Massachusetts 02090,

hereinafter called the **SELLER**, agrees to sell and

**BUZZARDS BAY COALITION, INC.**, a Massachusetts nonprofit corporation, with an address at 114 Front Street, New Bedford, Massachusetts 02740, or its permitted successors and assigns, subject to the limitations set forth in Section 32,

hereinafter called the **BUYER**, agrees to buy, upon the terms hereinafter set forth, the following described Premises:

### 2. DESCRIPTION

Fourteen (14) parcels of vacant land located in the Town of Fairhaven, Bristol County, Massachusetts, and shown outlined in red on Fairhaven Assessors maps 1, 2, 4 and 27, dated May 1, 2017, copies of which are attached hereto and labeled Exhibit A (the "Premises").

For Seller's title, see the following deeds to Seller's predecessor, New Bedford Gas and Edison Light Company, recorded with the Bristol South District Registry of Deeds:

Address / Location	Tax Map	Tax Lot	Approx. Acreage	Registry Book	Registry Page
Laurel / Doane Street	1	5	2.34	692	240
Doane Street	2	001	0.16	691	308
Doane Street	2	003	0.76	692	240
Worth Street	2	61	0.08	414	248
Doane Street	2	81	0.08	414	248
Worth Street	2	41,42,43	0.21	691	308
Washburn Avenue	4	153	0.56	TBD	TBD
Charlton Avenue	27	20	5.03	817	26
Sandringham Avenue	27	200	0.18	TBD	TBD
Boys Creek	27	18A	0.34	TBD	TBD
Scott Street	27	197,198	0.23	TBD	TBD

For Certificate of Merger and Name Change of Seller, see instrument recorded at Book 8506, Page 159, Bristol South District Registry of Deeds, and for Certificate of Amendment, see instrument recorded at Book 1821, Page 440 in said Registry.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

The Premises are currently vacant land. The Premises may contain partial foundation or other underground remnants of former structures. As provided in Section 22 below, the Premises are sold "AS IS", and Seller shall have no obligation to remove any remnants of former structures or other material from the Premises.

**4. TITLE DEED**

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions, conditions and reservations of record, if any, including the easement reserved by Seller pursuant to Section 30 hereof, so long as same are otherwise acceptable to Buyer's counsel.

The deed to the Buyer shall contain a release by Buyer, its successors and assigns, of the Seller, its affiliates and their respective officers, directors, employees and representatives, successors and assigns, from any and all claims, damages or liability arising from, relating to or associated with the physical condition of the Premises.

Any title matter that is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such title or practice standard, to the extent so covered.

**5. ADDITIONAL DOCUMENTS TO BE DELIVERED BY SELLER**

In addition to the deed, Seller shall deliver to the Buyer at closing the following additional documents:

- (a) An Affidavit to the Buyer's title insurer, in customary form, in order to omit from the title insurance policy all exceptions for (i) parties in possession; and (ii) mechanics liens;

- (b) A non-foreign (FIRPTA) affidavit, in the form required by the Internal Revenue Service;
- (c) A Clerk's Certificate attesting to the authority of the person executing the deed on behalf of Seller; and
- (d) A Certificate of Good Standing for the Seller (short form), from the Secretary of the Commonwealth; and
- (e) IRS Form W-9 and information required for filing IRS Form 1099S, and stating that Seller is not subject to backup withholding.

**6. REGISTERED TITLE**

Not applicable.

**7. PURCHASE PRICE**

The agreed purchase price for said premises is Two Hundred Ninety-Three Thousand Dollars (\$293,000.00), of which

\$	14,650.00	have been paid as a deposit in escrow this day and
\$	278,350.00	are to be paid at the time of delivery of the deed by wire transfer of immediately available funds to the Escrow Agent
\$	293,000.00	TOTAL

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered on September 30, 2019 (the "Closing") at the offices of Buyer's attorney or title insurer in New Bedford, Massachusetts, unless the parties agree otherwise in writing. Buyer shall have the unilateral right to extend the Closing for up to two (2) periods of three (3) months each, by notice to Seller given at least thirty (30) calendar days prior to the then-scheduled Closing, as it may be extended (each, an "Extension Option"). For each Extension Option, Buyer shall pay Seller, at the time of giving its notice to extend, the sum of Ten Thousand Dollars (\$10,000) (each, an "Extension Fee"). The Extension Fee(s) shall be deemed fully earned by the Seller and non-refundable for any reason other than a default by the Seller. The Extension Fee(s) shall be applied towards the purchase price at Closing. It is agreed that time is of the essence of this Agreement.

**9. POSSESSION AND CONDITIONS OF PREMISES**

Full possession of said Premises is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Section 4 hereof. The Buyer shall be entitled to an inspection of said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) calendar days. Seller shall not be required to expend more than \$5,000.00 in an effort to cure title or make the Premises conform, exclusive of removal of monetary encumbrances.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then the Buyer may terminate this agreement by notice to Seller, and all obligations of the parties hereto shall thereupon cease, the Deposit shall be refunded to the Buyer, and this agreement shall be void without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title to said Premises as the Seller can deliver in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title.

**13. ACCEPTANCE OF DEED**

The acceptance of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except those that are by their terms intended to survive the closing and delivery of the deed.

**14. USE OF MONEY TO CLEAR TITLE**

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of

any or all encumbrances or interests, provided that all instruments so procured (other than institutional mortgage discharges) are recorded simultaneously with the delivery of said deed.

**15. RISK OF LOSS**

Until the delivery of the deed, the Seller shall have the risk of loss of the Premises.

**16. ADJUSTMENTS**

Real property taxes for the then current fiscal year shall be apportioned as of the day of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

**17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

**18. BROKER**

Not applicable. Each party shall indemnify and hold harmless the other from and against any claim for a brokerage commission arising out of this transaction, to the extent such claim is made by a person asserting a brokerage relationship with the indemnifying party.

**19. DEPOSIT**

All deposits made hereunder (the "Deposit") shall be held by Fidelity National Title Insurance Company as Escrow Agent, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. Any interest on the deposit shall be paid over to the party determined to be entitled to the Deposit, and such interest shall not be counted toward the purchase price.

**20. BUYER'S DEFAULT; DAMAGES**

If the Buyer shall fail to fulfill the Buyer's agreements herein, the Seller shall be entitled to retain the Deposit and any Extension Fee(s) hereunder, as liquidated damages, which shall be Seller's sole and exclusive remedy at law or in equity for Buyer's failure to perform.

**21. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY**

If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**22. WARRANTIES AND REPRESENTATIONS; RELEASE**

The Buyer acknowledges that (a) the Buyer is purchasing the Premises "AS IS", in its current condition, with all faults, and without any liability, obligation or commitment on the part of Seller with respect to the physical condition of the Premises, and (b) the Buyer has not been influenced to enter into this transaction, nor has Buyer relied upon any warranties or representations by or on behalf of Seller.

**23. INSPECTION PERIOD**

Buyer shall have ninety (90) calendar days from the execution date of this Agreement (the "Inspection Period") to review and inspect all aspects of the Premises, including but not limited to all environmental conditions, to ascertain that all are acceptable to the Buyer in all respects. Seller shall grant Buyer, its agents and consultants, access to the Premises to perform inspections of the Premises. Before entering upon the premises for inspections, Buyer shall furnish to Seller evidence of general comprehensive and contractual liability insurance coverage of at least \$1,000,000 and insuring against such risks as Seller may reasonably require. Such insurance shall designate Seller as an additional insured. Buyer shall repair at Buyer's sole cost and expense, any damage to the premises caused by any such inspections, shall indemnify and defend Seller from any and all loss, cost, liabilities, claims, and expenses whatsoever (including reasonable attorneys' fees of counsel selected by Seller) arising out of any injury to persons or damage to property occurring in or about the premises arising in any way from the inspections, and shall return the premises to the same condition as it was in prior to the inspection. The foregoing indemnification shall survive the Closing or the earlier termination of this Agreement.

**24. BUYER'S RIGHT TO TERMINATE**

If the Buyer determines, in its sole and absolute discretion, that the Premises are not suitable for Buyer's purposes, and Buyer so notifies Seller on or before the expiration of the Inspection Period, then the Buyer may terminate this agreement by notice to Seller, the Deposit shall be refunded to the Buyer, and the parties shall thereafter have no recourse or obligations to each other by reason of this Agreement. Otherwise, this Agreement shall remain in full force and effect.

**25. COSTS AND EXPENSES**

Each party shall be responsible for the payment of its own legal and other advisory fees and expenses associated with this transaction.

**26. NOTICES**

All notices required or permitted hereunder shall be in writing, sent (a) by email or (b) by certified mail, postage prepaid and return receipt requested, to the following addresses:

If to Seller: NSTAR Electric Company  
247 Station Drive SE 210  
Westwood, MA 02090  
Attn: Mr. Christopher Detwiller  
[christopher.detwiller@eversource.com](mailto:christopher.detwiller@eversource.com)

With copy to: Neven Rabadjija, Esq.  
Eversource Energy Service Company  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199  
[neven.rabadjija@eversource.com](mailto:neven.rabadjija@eversource.com)

If to Buyer: Buzzards Bay Coalition, Inc.  
114 Front Street  
New Bedford, MA 02740  
Attn: Mr. Brendan Annett  
[annett@savebuzzardsbay.org](mailto:annett@savebuzzardsbay.org)

All notices shall be deemed effective when delivered by email, otherwise upon receipt of certified mail.

**27. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, supersedes any and all prior agreements between the parties, verbal or written, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**28. SETTLEMENT ERRORS AND OMISSIONS**

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission), and notice thereof is given to the party to be charged, then such party agrees promptly to make a payment to correct the error or omission.

**29. 1031 LIKE-KIND EXCHANGE**

A. Any party to this Agreement may structure its acquisition or disposition of the Premises (as the case may be) as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 and Treasury Regulations thereunder, or as a reverse like-kind exchange under Revenue Procedure 2000-37 (for the purposes of this paragraph, either is referred to as a "LKE"). If any party to this Agreement elects to do a LKE (the party electing to do a LKE is referred to in this paragraph as the "Taxpayer"), the other party to this Agreement ("Cooperating Party") shall reasonably cooperate in connection with the Taxpayer's LKE. Such cooperation shall require one or more of the following, at Taxpayer's request: (i) execution, by the Cooperating Party or its assignee (if any), prior to the transfer of the Premises, of an assignment of rights under this Agreement to the Taxpayer's qualified intermediary (for a deferred exchange), or an Assignment of this Agreement (for a reverse exchange) to Taxpayer's exchange accommodation titleholder; (ii) transferring title to the Premises to Taxpayer's qualified intermediary or Taxpayer's exchange accommodation titleholder, and (iii) preparation of any escrow, closing or settlement documents to add Taxpayer's qualified intermediary or exchange accommodation titleholder.

B. In connection with Taxpayer's LKE: (i) the Cooperating Party shall not be obligated to pay any additional expense, acquire title to any other Premises, or incur any liability to any third party with respect to Taxpayer's LKE, (ii) the Taxpayer will be responsible for preparing any documentation in connection with the LKE; (iii) Taxpayer shall indemnify the Cooperating Party from any liability or expense associated with the LKE; and (iv) all representations, warranties, duties and obligations of the parties to each other (if any) shall remain in full force and effect, and shall not be affected by the LKE. In any dispute concerning the Premises or this Agreement, the parties shall have recourse to one another to the extent provided by this Agreement, and the Taxpayer's intermediary or exchange accommodation titleholder shall not named or joined as a party to said dispute.

**30. RESERVATION OF EASEMENT**

In the deed to the Buyer, Seller shall reserve, to itself and its successors and assigns, the perpetual and exclusive commercial easement in gross to maintain, repair and replace (including replacing existing facilities with facilities of larger size or capacity) in their current location the electric transmission and/or distribution facilities on the Premises.



**31. CONVEYANCE OF MUNICIPAL WATER DRAINAGE EASEMENT**

Prior to the Closing, Seller shall convey to the Town of Fairhaven a perpetual easement or easements on the Premises to maintain, repair and replace two (2) existing water drainage systems using language substantially similar to that in the form attached hereto as Exhibit B. Seller will furnish engineering plans to the specification of the Buyer depicting the location of the easement(s).

**32. SUCCESSORS OR ASSIGNS**

The Buyer may assign this Agreement to the MA Department of Conservation and Recreation or the Town of Fairhaven at its sole discretion and with 30 days notice to Seller in advance of the Closing Date. All terms of this Agreement shall remain in effect and become binding on the Assignee.

**NOTICE:** This is a legal document that creates binding obligations. If not understood, consult an attorney.

**SELLER:**

NSTAR ELECTRIC COMPANY

By: 

Name: Salvatore Giuliano

Title: Manager of Real Estate Management

**BUYER:**

BUZZARDS BAY COALITION, INC.

By: 

Name: Mark Rasmussen

Title: President

# Exhibit A



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83.

ORIGINAL MAPPING BY FRANK M. METCALF, C.E.

COMPLETION DATE: JANUARY, 1914

REVISED & REPRINTED BY

**CAI Technologies**  
Precision Mapping. Geospatial Solutions.

11 Pleasant Street, Littleton, NH 03561  
800.322.4540 - www.cai-tech.com

**LEGEND**

AREA SURVEYED ..... Ac / Rods

PARCEL NUMBER ..... 62

RECORD DIMENSION ..... 100

WATER .....

SUBDIVISION LOT NO. ..... ②

RIGHT OF WAY/ACCESS .....

COMMON OWNERSHIP .....

ADJACENT MAP .....

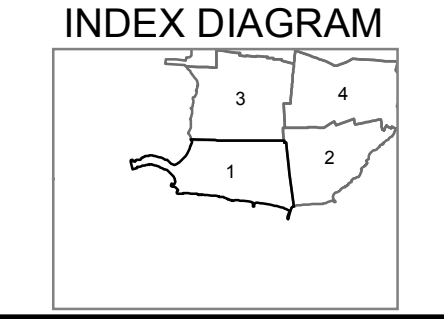
SCALE: 1" = 60'

REVISÉ TO: MAY 1, 2017

PROPERTY MAPS

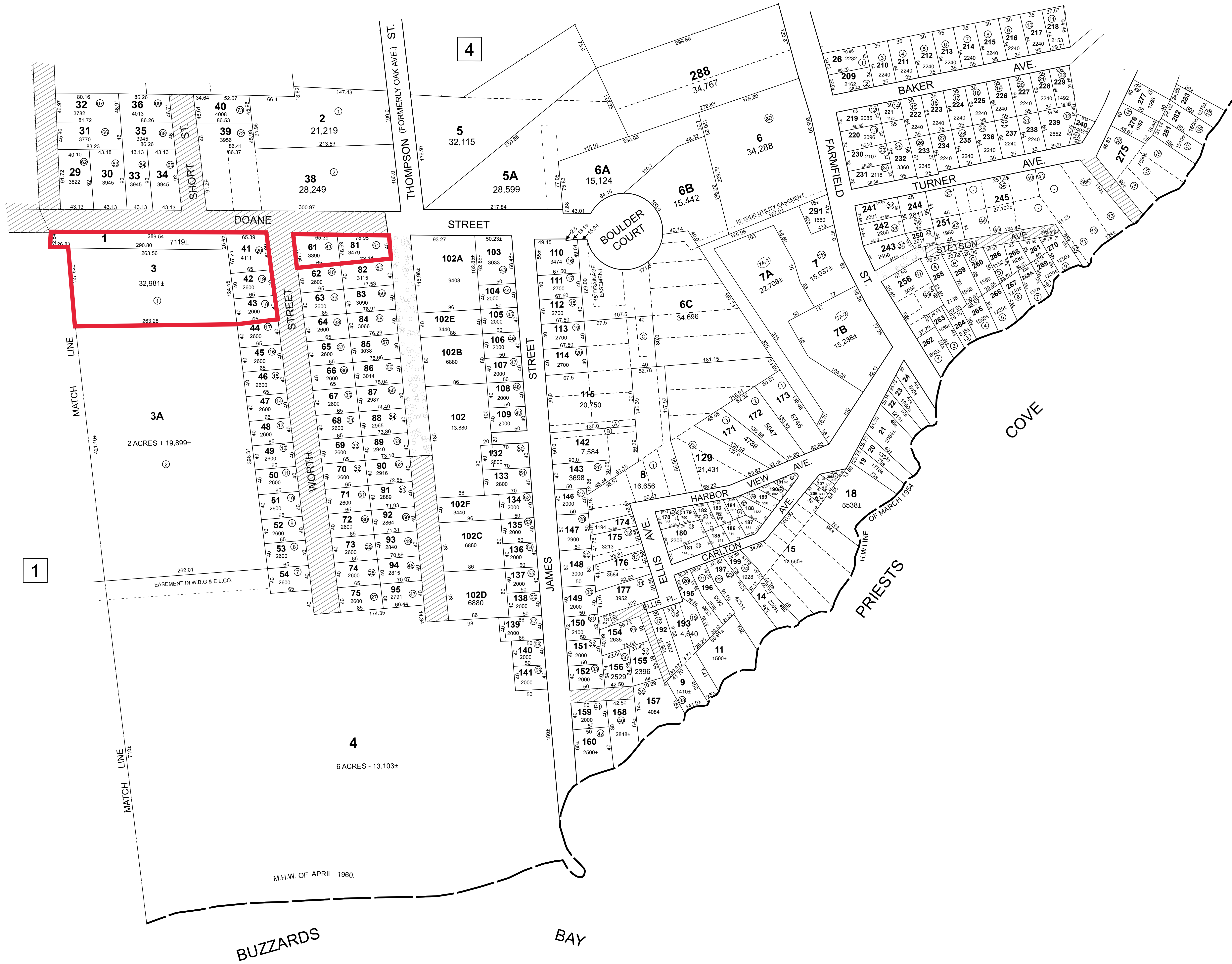
**FAIRHAVEN**

MASSACHUSETTS



MAP NO.

**1**



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THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83.

ORIGINAL MAPPING BY FRANK M. METCALF, C.E.

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Precision Mapping, Geospatial Solutions

11 Pleasant Street, Littleton, NH 03561  
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**LEGEND**

AREA SURVEYED ..... Ac / Rods

PARCEL NUMBER ..... 62

RECORD DIMENSION ..... 100

WATER ..... [Symbol]

SUBDIVISION LOT NO. ..... [Symbol]

RIGHT OF WAY/ACCESS ..... [Symbol]

COMMON OWNERSHIP ..... [Symbol]

ADJACENT MAP ..... [Symbol]

SCALE: 1" = 60'

FEET: 0 30 60 120 180

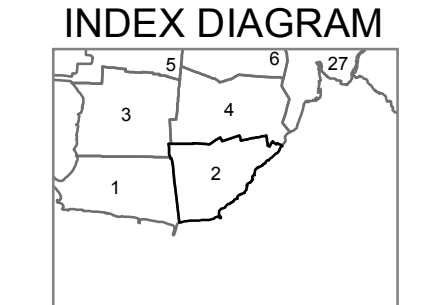
METERS: 0 10 20 30

REVISED TO: MAY 1, 2017

PROPERTY MAPS

**FAIRHAVEN**

MASSACHUSETTS



MAP NO.

**2**



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ORIGINAL MAPPING BY FRANK M. METCALF, C.E.

COMPLETION DATE: JANUARY, 1914

REVISED & REPRINTED BY

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**LEGEND**

AREA SURVEYED ..... Ac / Rods

PARCEL NUMBER ..... 62

RECORD DIMENSION ..... 100

WATER ..... [Symbol]

SUBDIVISION LOT NO. ..... [Symbol]

RIGHT OF WAY/ACCESS ..... [Symbol]

COMMON OWNERSHIP ..... [Symbol]

ADJACENT MAP ..... [Symbol]

SCALE: 1" = 60'

FEET 0 30 60 120 180

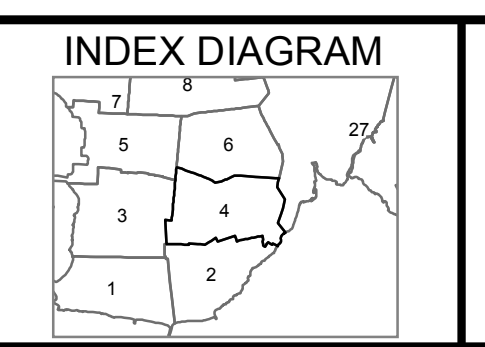
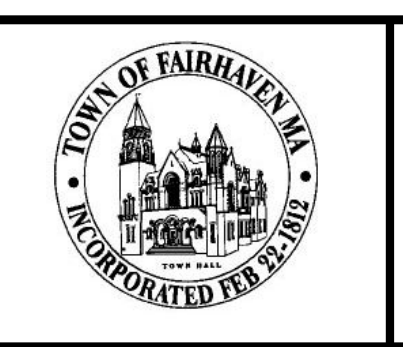
METERS 0 10 20 30

REVISED TO: MAY 1, 2017

PROPERTY MAPS

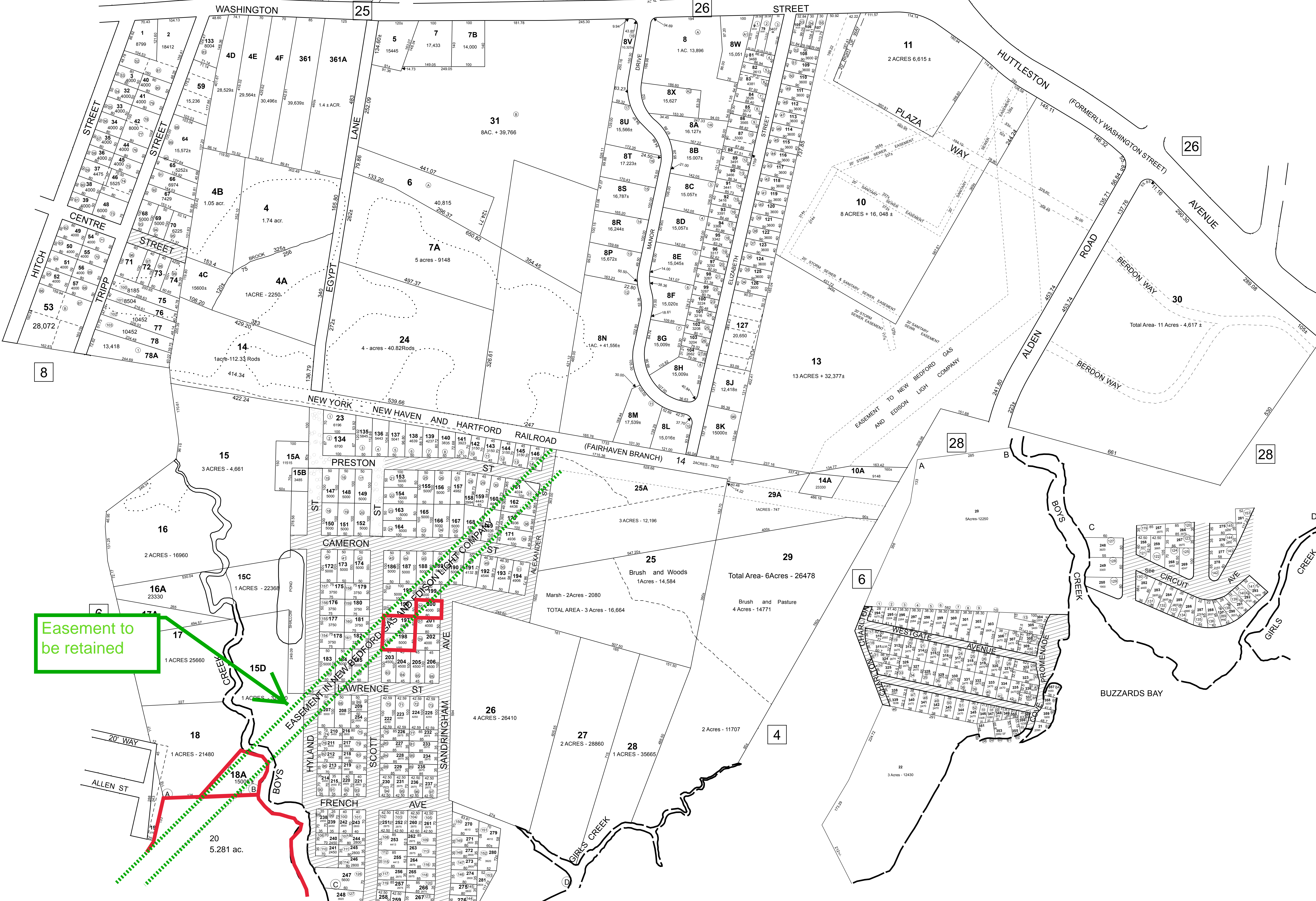
**FAIRHAVEN**

MASSACHUSETTS



MAP NO.

**4**



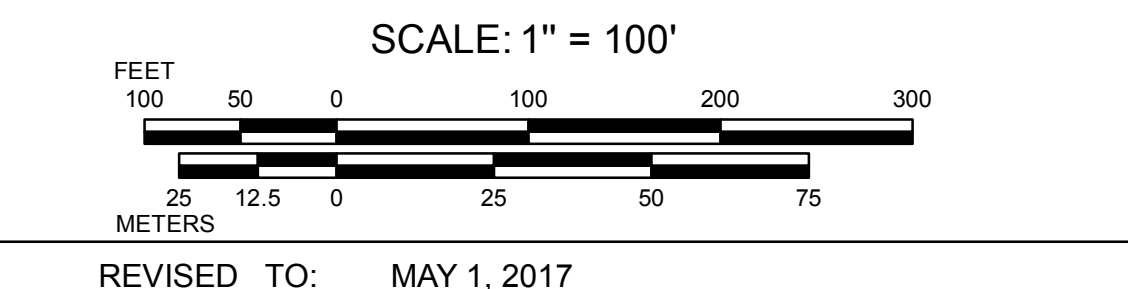
Easement to be retained

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 THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83.  
 ORIGINAL MAPPING BY FRANK M. METCALF, C.E.  
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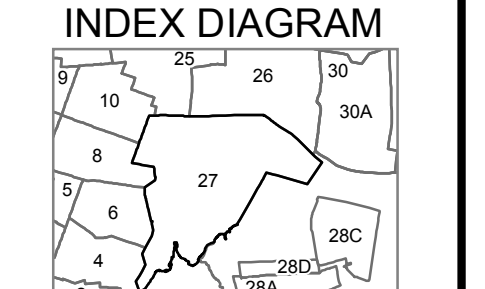
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**LEGEND**

AREA SURVEYED	Ac / Rods	SUBDIVISION LOT NO.	②
PARCEL NUMBER	62	RIGHT OF WAY/ACCESS	---
RECORD DIMENSION	100	COMMON OWNERSHIP	← OR →
WATER		ADJACENT MAP	③



PROPERTY MAPS  
**FAIRHAVEN**  
 MASSACHUSETTS



MAP NO.  
**27**

## EXHIBIT B

### EASEMENT

**NSTAR ELECTRIC COMPANY** d/b/a **EVERSOURCE ENERGY**, as successor by merger to **COMMONWEALTH ELECTRIC COMPANY** and **NEW BEDFORD GAS AND EDISON LIGHT COMPANY**, a Massachusetts corporation, with an address at 247 Station Drive, Westwood, Massachusetts 02090, hereinafter called the Grantor, for One Dollar (\$1.00) consideration paid, the receipt of which is hereby acknowledged, grants to **TOWN OF FAIRHAVEN**, a municipal corporation with an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts 02719, hereinafter called the Grantee, a perpetual easement to install, construct, reconstruct, replace, repair, and maintain certain drainage improvements within the areas shown as 20' WIDE DRAINAGE EASEMENT AREA = 4,699± SF. and 20' WIDE DRAINAGE EASEMENT AREA = 3,002± SF. (the "Easement Areas") on a certain plan entitled "PLAN OF LAND FORT PHOENIX FAIRHAVEN, MA" dated June 18, 2013, prepared by Beals and Thomas, Inc., and recorded in the Bristol County Southern District Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_, a reduced copy of which is attached hereto as Exhibit A.

Said Easement Areas are a portion of the premises conveyed to Grantor's predecessor in title by deed of Henry H. Rogers dated June 26, 1930, recorded with said registry in Book 692, Page 240.

*[Signatures to follow]*

Executed as a sealed instrument by an authorized signatory of Grantor this \_\_\_\_ day of \_\_\_\_\_, 2019.

**NSTAR ELECTRIC COMPANY**  
d/b/a EVERSOURCE ENERGY

By: \_\_\_\_\_  
Name: Timothy P. Powers  
Title: Supervisor, Real Estate

**COMMONWEALTH OF MASSACHUSETTS**

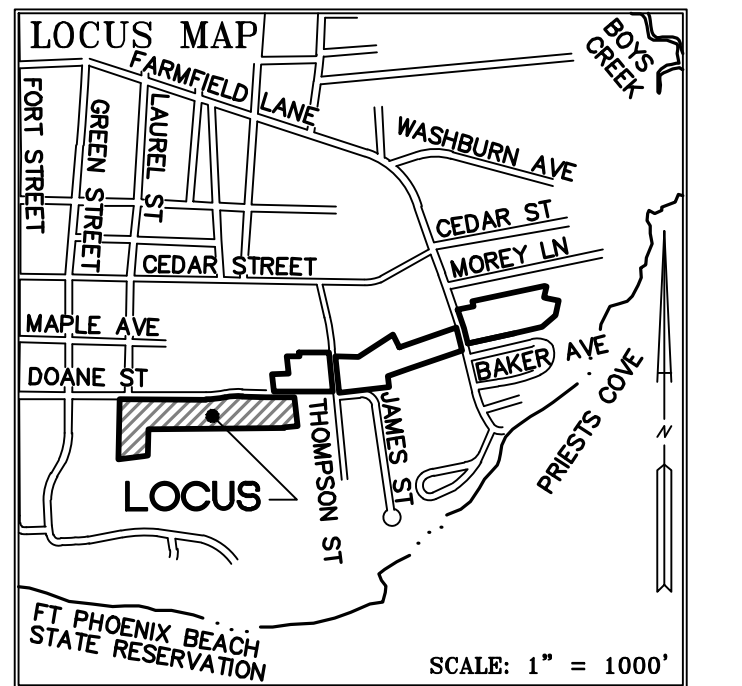
\_\_\_\_\_, ss.

On the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Timothy P. Powers, proven to me through satisfactory evidence of identification, which was \_\_\_ a photographic identification with signature issued by a federal or state government agency, \_\_\_ an oath or affirmation of a credible witness, or \_\_\_ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as Authorized Signatory of NSTAR Electric Company d/b/a Eversource Energy.

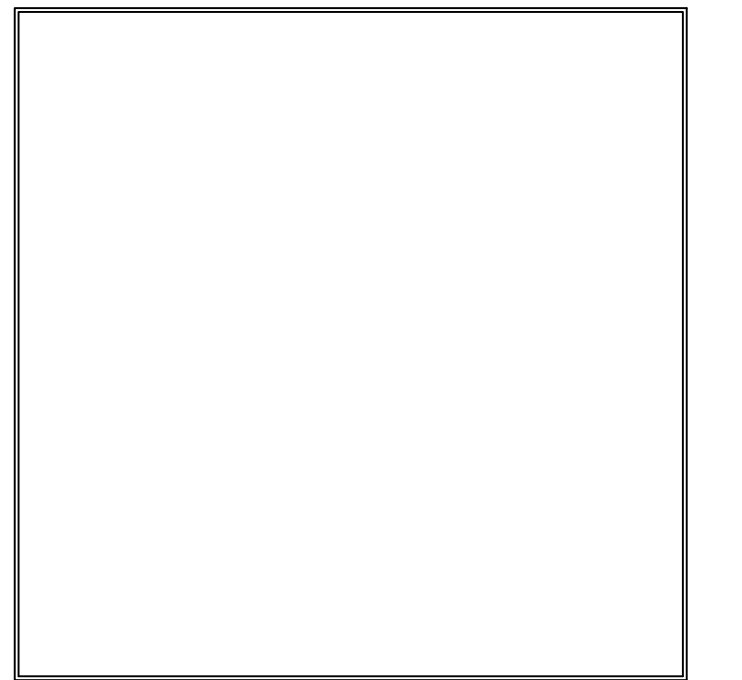
\_\_\_\_\_  
Notary Public of Massachusetts  
My Commission expires:

PREPARED FOR:  
**NSTAR ELECTRIC & GAS CORPORATION**  
 ONE NSTAR WAY  
 SE210  
 WESTWOOD, MASSACHUSETTS

RECORD OWNER:  
**COMMONWEALTH ELECTRIC COMPANY**

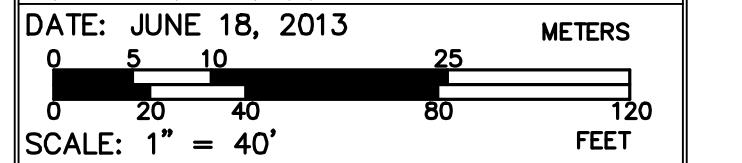


5		
4		
3		
2		
1		
0	06/18/2013	FIRST ISSUE
	ISSUE DATE	DESCRIPTION
	BTI	ICW
	ICW/JRA	KCC
	FLD	CALC
	DWN	CHK'D



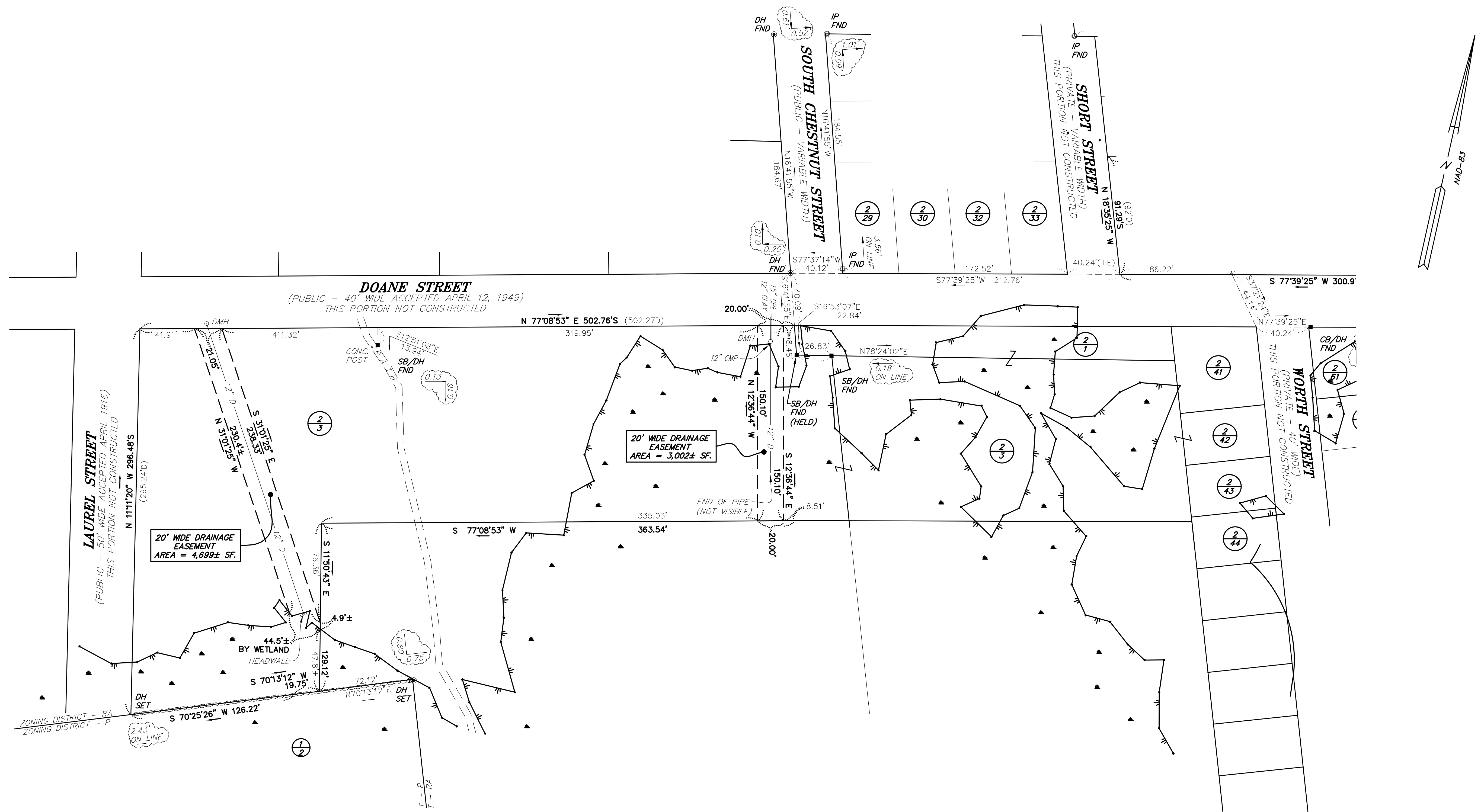
**PLAN OF LAND**  
**FORT PHOENIX FAIRHAVEN, MA**  
 (BRISTOL COUNTY)

PREPARED BY:  
**BEALS AND THOMAS, INC.**  
 Civil Engineers-Landscape Architects  
 Land Surveyors-Planners-Wetland Scientists  
 Reservoir Corporate Center  
 144 Turnpike Road (Route 9)  
 Southborough, Massachusetts 01772  
 Tel.: 508-366-0560  
 Fax: 508-366-4391  
 (email) mail@btweb.com  
 (website) http://www.btweb.com



BTI JOB NO. 1970.02  
 BTI PLAN NO. 1970P034A-001  
 REGISTRY SHEET 1 OF 1

**EA-1**



**LEGEND**

- ZONING DISTRICT - P
- ZONING DISTRICT - RA
- 12" D
- DMH
- SB
- CB
- DH
- IP
- FND
- D
- S
- 2/64
- ZONING DISTRICT LINE EASEMENT
- APPROXIMATE DRAIN LINE
- DRAIN MANHOLE
- BOUNDARY OF BORDERING VEGETATED WETLANDS
- STONE BOUND
- CONCRETE BOUND
- DRILL HOLE
- IRON PIN/IRON PIPE
- FOUND
- DEED
- SURVEY
- ASSESSORS MAP AND LOT

- NOTES:
- ZONING CLASSIFICATION - RA
  - NORTH AMERICAN DATUM OF 1983 ESTABLISHED BY GPS - OPUS METHODS.
  - THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING A ZEISS ELTA TOTAL STATION.

I HEREBY CERTIFY THAT:

- THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
- THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DATE \_\_\_\_\_

ROBERT J. BUCKLEY, PLS NO. 30326