

ACCESS EASEMENT AGREEMENT

FIRST PARISH CHURCH of Plymouth having an address of 19 Town Square, Plymouth, Massachusetts 02360 (hereinafter "GRANTOR") for consideration paid, and full consideration of one dollar (\$1.00) convey and grant with quitclaim covenants, to the TOWN of PLYMOUTH, acting by and through its Board of Selectmen and the PLYMOUTH REDEVELOPMENT AUTHORITY having an address of 11 Lincoln Street, Plymouth, MA 02360 (hereinafter "TOWN") a perpetual easement for the purposes of access to the Church steeple for the purposes of reconstruction, rehabilitation, operation, maintenance and repair of the TOWN's Paul Revere Bell installed in the steeple of the Church located at Town Square, Plymouth, Plymouth County, Massachusetts ("Easement Premises").

The TOWN shall have the permanent right of entry upon and passage over said Easement Premises from time to time for all purposes stated herein and uses incidental thereto, together with all reasonable rights of ingress and egress across adjoining lands owned by the GRANTOR as necessary for the exercise of the rights granted herein.

The GRANTOR agrees not to grant any other easements, leases or licenses to the Easement Premises which will interfere with the TOWN'S perpetual easements on the Easement Premises without the prior written permission of the TOWN. Any easements, leases or licenses granted in violation of this provision shall be null and void.

The TOWN agrees to provide at least five (5) days notice to GRANTOR in advance of its exercise of the right of access and shall, to the maximum extent possible, conduct its activities without interfering with the GRANTOR's use of the Church.

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, their respective heirs, executors, administrators, successors, assigns and legal representatives.

Notwithstanding the provisions hereof, this easement shall terminate automatically upon the removal of the Town's Paul Revere Bell from the Easement Premises.

IN WITNESS WHEREOF, \_\_\_\_\_ (name) as  
\_\_\_\_\_  
\_\_\_\_\_ (office) has caused  
these presents to be signed, acknowledged and delivered on behalf of First Parish Church  
this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF PLYMOUTH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned  
Notary Public, personally appeared the above-named \_\_\_\_\_  
who proved to me through satisfactory evidence of identification which was  personal  
knowledge  a Massachusetts Driver's License, to be the person whose name is signed  
on the preceding attached document and acknowledged that he/she signed it voluntarily  
for its stated purpose as \_\_\_\_\_ on behalf of First Parish Church.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACCEPTANCE OF EASEMENT

The undersigned Board of Selectmen of the Town of Plymouth hereby accept the foregoing grant pursuant to the authority granted to us by the vote under Article \_\_\_\_\_ of the \_\_\_\_\_ Town Meeting, a certified copy of which is attached hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

TOWN OF PLYMOUTH  
BOARD OF SELECTMEN

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were personal knowledge, 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 a Selectman on behalf of the Board of Selectmen of the Town of Plymouth.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_