

**MEMORANDUM AND NON-DISCLOSURE AGREEMENT**  
**Lighthouse Land Surveying, \$45.00**

This Memorandum and non-Disclosure Agreement (Agreement) is made as of the **18th day of April, 2022**, by and between the VERIZON entity (entities) described in Section A below, for the benefit of itself and its affiliates (collectively “VERIZON”), and the entity (or entities) described in Section B below (Recipient”).

WHEREAS, VERIZON plans to disclose to RECIPIENT certain of its proprietary information, including without limitation drawings, plans and other data (hereinafter Information) relating to a proposed (project description) **Wareham Street, Middleboro MA**, and VERIZON will agree to disclose such Information only if RECIPIENT agrees to maintain the confidentiality of the Information in accordance with the following.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Information will remain the property of VERIZON and all copies of such information shall be returned to VERIZON upon its request or destroyed upon VERIZON’s request to the extent permissible by law.
2. Recipient will protect the Information, to prevent its unauthorized use, dissemination or publication.
3. Recipient will hold in confidence and protect the Information to prevent its unauthorized use, dissemination or publication in the same manner that it protects its own information of like character, but in no circumstances using less than a reasonable standard of care. RECIPIENT may use the Information only for purposes for which is provided pursuant to this Agreement and shall not transmit the Information to third parties, except as may be necessitated in connection with the Project, and in such case RECIPIENT shall require such third parties to enter into agreements with RECIPIENT to protect the Information from improper use or disclosure on terms consistent with this Agreement. RECIPIENT shall be liable for breaches of this Agreement by such third parties.
4. These restrictions on the use or disclosure of such Information shall not apply to Information:
  - (I) independently developed by RECIPIENT or lawfully received from another source without breach of this Agreement; or
  - (II) which is or becomes generally available to the public without breach of this Agreement by RECIPIENT; or
  - (III) which at the time of disclosure was known to RECIPIENT; or
  - (IV) is disclosed to unaffiliated third parties without restriction by VERIZON.
5. Nothing contained in this Agreement shall be construed as the granting of conferring rights by license or otherwise in any Information disclosed to RECIPIENT. THE INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. VERIZON. SHALL HAVE NO LIABILITY ARISING FROM RECIPIENT’S USE OF THE INFORMATION INCLUDING ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND.
6. Nothing contained in this Agreement shall be construed as granting of conferring rights by license or otherwise in any Information disclosed to RECIPIENT.

**NONDISCLOSURE  
AGREEMENT # 1  
(Contractor)**

7. RECIPIENT shall not, without first obtaining written consent of VERIZON, use any trademark or trade name of or refer to the subject matter of this Agreement in any promotional activity or otherwise with respect to this Agreement or the parties activities pursuant to this Agreement, nor disclose to others any specific information about the subject matter of this Agreement.
8. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by RECIPIENT and the obligations contained in this Agreement shall survive and continue after termination of this Agreement.
9. This Agreement shall become effective upon delivery of any of the Information by VERIZON to RECIPIENT and shall remain in effect as long as any Information is in the control of RECIPIENT or any third parties to which RECIPIENT has provided such Information.
10. This Agreement shall be for the benefit of, and/or a burden to the parties hereto, their respective successors and permitted assigns.
11. RECIPIENT shall use the Information only for the hereinstated purposes, except as may otherwise be mutually agreed upon in writing by the parties.
12. RECIPIENT individually represents that the person signing this Agreement on behalf of such party has the authority to execute same on such party's behalf.
13. This Agreement constitutes the entire agreement and understanding between VERIZON and RECIPIENT with respect to the disclosure of, and obligations and rights pertaining to, the Information, and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to the same. This Agreement may be modified or amended only by an instrument in writing signed by authorized representatives of VERIZON New England Inc. and RECIPIENT on or after the date hereof.
14. The RECIPIENT shall pay VERIZON the actual cost incurred to prepare the Information for disclosure prior to receipt of the Information.

IN WITNESS WHEREOF the parties hereto have set their hands under seal effective as of the date first above written

**SECTION A: IDENTIFICATION OF VERIZON ENTITY**

**Legal Name of Verizon Entity:** Verizon New England

**Mailing Address:**

**900 Chelmsford Street, Tower 2/Flr 5, Lowell, MA 01851**

**Verizon Contact Person: Christine Garabedian**

**SECTION B: IDENTIFICATION OF RECIPIENT ENTITY:**

**Legal Name of Recipient Entity:**

LIGHTHOUSE LAND SURVEYING, LLC

If address for Notice to Recipient under this NDA is different than Mailing Address, provide here:

A copy of any notice shall also be sent to:

**Mailing Address:** 27 JEFFERSON STREET  
TAUNTON, MA 02780

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**Recipient Contact Person:** RICHARD W. REID JR

**SECTION C: PURPOSE**

**Use of Confidential Information shall be limited to the following "Purpose" for disclosure:**

UTILITY INFORMATION TO BE USED IN CONCERT WITH THE PREPARATION OF BASE MAPPING FOR DESIGN PURPOSES BY BETA GROUP, INC.

**SECTION D: INFORMATION DISCLOSED**

**The following information/materials are contemplated for disclosure:**

DISCLOSED TO WESTON & SAMPSON IN SUPPORT OF DESIGN

IN WITNESS WHEREOF, the parties hereto have executed this NDA.

**VERIZON**

**RECIPIENT**

**By: Christine Garabedian**

**By: RICHARD W. REID JR.**

**Name: Christine Garabedian**

**Name: RICHARD W REID JR**

**Title: Administrative Assistant**

**Title: OWNER**

**Date: April 18, 2022**

**Date: April 18, 2022**