

10-N



2017 00122720

Bk: 69710 Pg: 498 Doc: EASE
Page: 1 of 10 08/01/2017 02:53 PM

GRANT OF EASEMENTS

This Grant of Easements (this "Easement") is entered into on this 24th day of July, 2017, by and between **Stonebridge Road Condominium**, acting by and through its Trustees (the "Grantor"), created under Master Deed of Stonebridge Road Condominium, dated February 18, 2016 (the "Master Deed"), recorded with the Middlesex South District Registry of Deeds ("Registry of Deeds") in Book 66824, Page 70, as amended by First Amendment, dated March 27 and 28, 2017, recorded with the Registry of Deeds in Book 69091, Page 128, having an address of 89 Stonebridge Road, Wayland, Massachusetts 01778, and the **Town of Wayland** (the "Town"), a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778.

Whereas, Grantor is the owner of a certain parcel of land, located at Stonebridge Road, Wayland, Massachusetts, and described more particularly in a deed from the Town of Wayland to Habitat for Humanity; Metrowest-Greater Worcester, Inc., recorded with the Registry of Deeds in Book 62732, Page 282 (the "Premises"); and

Whereas, in the deed for the Premises from the Town to Habitat for Humanity Metrowest-Greater Worcester, Inc., the Town reserved an easement for ingress and egress across the Premises for the benefit of a parcel of land shown as "Remaining Land of Town of Wayland," containing 19.24 Acres \pm (the "Remaining Land"), on a plan entitled "Plan of Land in Wayland, Massachusetts 89 Stonebridge Road Habitat for Humanity," dated June 24, 2013, recorded with the Registry of Deeds as Plan 492 of 2013, for vehicles, equipment and pedestrian traffic, within an easement area shown as "Proposed Access & Egress Easement," shown on the aforesaid plan (the "Existing Easement"); and

Whereas, a four (4) unit condominium has been created upon the Premises pursuant to the Master Deed, and a Declaration of Trust, dated February 18, 2016, recorded with the Registry of Deeds in Book 66824, Page 94 (the "Condominium"); and

Whereas, the Town desires to extend the Existing Easement across the Premises to the Remaining Land, upon a parcel of land shown as "Proposed Access & Utility Easement" on a plan entitled "Plan of Land in Wayland, Massachusetts 89 Stonebridge Road Habitat for Humanity," dated December 5, 2016 (the "Plan"), recorded with the Registry of Deeds as Plan 704 of 2017 (the "Access and Utility Easement," together with the Existing Easement, the "Easement"); to obtain the right to place utilities within the Easement; and, further, to

K P Law
101 Arch St Fl 12
Boston, Ma. 02110

obtain the right to use the Easement for the purpose of accessing any and all property of the Town easterly and northerly of the Condominium, including, but not limited to, the properties shown on the Plan as "Town of Wayland (Map 37, Lot 32; Book 6108, Page 412);" "Town of Wayland (Map 37, Lot 33; Book 426, Page 517)" and "Town of Wayland (Map 37, Lot 34; Book 355, Page 121)" (collectively, the "Town Properties"); and

Whereas, in exchange for the Easement, the right to place utilities within the Easement and to access the Town Properties, the Town agrees to assume certain responsibilities and obligations for the roadway serving the Condominium; and

Whereas, Grantor is amenable to granting the Town the foregoing easements and rights, on the terms and conditions set forth herein, in exchange for the responsibilities and obligations to be assumed by the Town, subject to such limitations and conditions as set forth herein.

Now, therefore, for consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to the Town, with quitclaim covenants, subject to the terms and conditions herein contained, a permanent access easement, to pass and re-pass, in, on, under, over and across the Easement (the "Easement Premises") for the purpose of passing and repassing, on foot and in motor vehicles, including heavy equipment, from Stonebridge Road to the Town Properties, and a permanent easement for the installation of both overground and underground utilities from Stonebridge Road to the Remaining Land.
2. Access Easement. The access easement granted pursuant to Paragraph 1 shall include the right to make such alterations and/or improvements to the Easement Premises as may be necessary or convenient for the purpose of maintaining safe year-round pedestrian and vehicular access and for the purposes set forth herein, including, without limitation, constructing, maintaining, removing replacing and/or reconstructing from time to time a roadway within the Easement Premises as the Town deems necessary or convenient to exercise the rights granted hereunder, and the rights to pave, grade, add gravel and/or other materials, make drainage improvements, remove trees and other vegetation, landscape and seed to prevent erosion, and create slopes of embankment, all within the Easement Premises, at the Town's sole cost and expense. All work and improvements performed by the Town shall be in compliance with any and all federal, state and local laws, rules, regulations, and by-laws.
3. Utility Easement. The utility easement granted pursuant to Paragraph 1 shall be for the purpose of installing, constructing, maintaining, repairing, replacing and relocating utilities within the Easement Premises and all appurtenances related thereto, including, but not limited to, water, sewer, drainage, electricity, gas and telephone, in, on, under, over and across the Easement Premises, and the right to enter, pass along, through and across the Easement Premises by foot and motor vehicles, including heavy equipment, as necessary or convenient for the aforesaid purposes. All utilities and appurtenances relating thereto, including, without limitation, any and all pipes, lines, equipment, structures, systems, and other facilities installed

on the Easement Premises by the Town shall be the property of the Town. The Grantor does not convey and the Town does not accept any sewer, water, drainage or other utility pipes, lines, equipment, structures, systems, and other facilities now or hereinafter installed on the Easement Premises by anybody other than the Town.

4. Reservation of Rights. Grantor reserves the right to use the roadway within the Existing Easement for access to the Condominium, so long as such use does not unreasonably interfere with the rights and easements granted herein. Grantor agrees not to construct, install, or place within the Easement Premises any temporary or permanent buildings, structures or other objects, or any trees, shrubbery and/or debris that may interfere with the rights granted hereunder. There shall be no parking within the Easement Premises.

5. Maintenance of Roadway. The Town agrees that it shall be responsible for maintaining the roadway located within the Existing Easement, but not any driveway(s) or parking areas located outside of the Existing Easement and serving the Condominium. The Town shall maintain the roadway in good order and in a condition that allows for adequate, all weather, year round use, including, but not limited to, snow and ice removal. Notwithstanding the foregoing, such road is, and shall remain, a private way.

6. Relocation. The Easement may not be relocated or modified by the Grantor without the prior written consent of the Town, acting by and through its Board of Selectmen.

7. Rights Run with the Land. 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.

The Town's Acceptance of this Grant of Easements and a certified copy of the Town Meeting vote taken under Article 12 of the 2017 Annual Town Meeting authorizing said acceptance are attached hereto and incorporated herein.

[Signature Page Follows]

580004v2/WAYL/0054

WITNESS our hands and seals on this 27 day of June, 2017.

STONEBRIDGE ROAD CONDOMINIUM
By its Trustees

Habitat for Humanity; MetroWest-
Greater Worcester, Inc., Trustee

By: [Signature]
Name:
Its ~~President~~ Executive Director

By: N/A
Name:
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

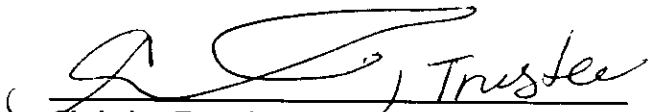
On this 27th day of June, 2017, before me, the undersigned Notary Public, personally appeared W Timothy Firment, who proved to me through satisfactory evidence of identification, which was MADL, to be the President of Habitat for Humanity; MetroWest-Greater Worcester, Inc., the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: Feb 10, 2023



ENEK KURETA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 10, 2023

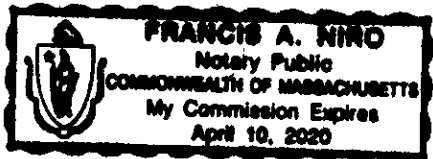
STONEBRIDGE ROAD CONDOMINIUM
By its Trustees

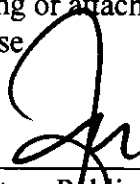

Christina Francis, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

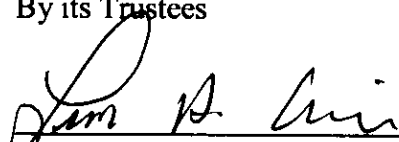
On this 21 day of June, 2017, before me, the undersigned Notary Public, personally appeared Christina Francis, Trustee of the Stonebridge Road Condominium, who proved to me through satisfactory evidence of identification, which was MASS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.





Notary Public
My Commission Expires:

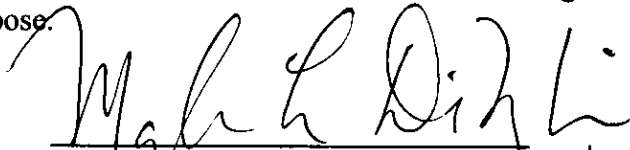
STONEBRIDGE ROAD CONDOMINIUM
By its Trustees


Luis Garcia, Trustee

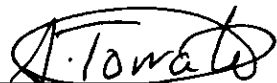
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6 day of ~~June~~^{July}, 2017, before me, the undersigned Notary Public, personally appeared Luis Garcia, Trustee of the Stonebridge Road Condominium, who proved to me through satisfactory evidence of identification, which was MA drivers license, 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.


Notary Public MaryAnn L. DiNapoli
My Commission Expires: Sep 21, 2018

STONEBRIDGE ROAD CONDOMINIUM
By its Trustees

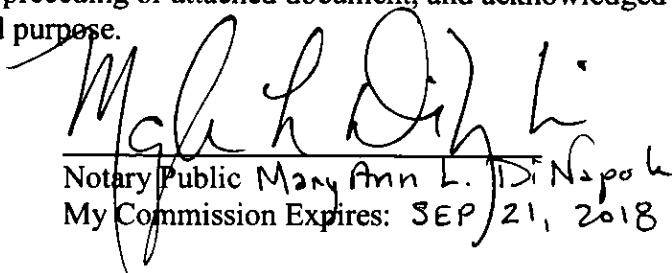


Alexander Torrales, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6 day of ^{JULY}~~June~~, 2017, before me, the undersigned Notary Public, personally appeared Alexander Torrales, Trustee of the Stonebridge Road Condominium, who proved to me through satisfactory evidence of identification, which was MA driver's license, 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.


Notary Public Mary Ann L. DiNapoli
My Commission Expires: SEP 21, 2018

STONEBRIDGE ROAD CONDOMINIUM

By its Trustees

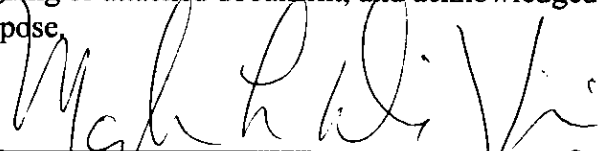


Yaritza Ventura, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14 day of June, 2017, before me, the undersigned Notary Public, personally appeared Yaritza Ventura, Trustee of the Stonebridge Road Condominium, who proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public MARYANNI L. DINAPOLI
My Commission Expires: SEP 21, 2018

ACCEPTANCE OF GRANT OF EASEMENTS

The Town of Wayland, acting by and through its Board of Selectmen, pursuant to the vote taken under Article 12 of the Wayland 2017 Annual Town Meeting, a certified copy of which is attached hereto, hereby accepts the foregoing Grant of Easements on this 24th day of July, 2017.

TOWN OF WAYLAND,
By its Board of Selectmen

Lea T. Anderson
Lea Anderson, Chair

Cherry C. Karlson
Cherry C. Karlson, Vice Chair

Mary M. Antes
Mary M. Antes

Louis M. Jurist
Louis M. Jurist

Douglas A. Levine
Douglas A. Levine

COMMONWEALTH OF MASSACHUSETTS

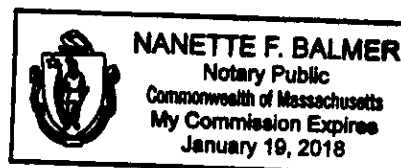
Middlesex, ss.

On this 24th day of July, 2017, before me, the undersigned notary public, personally appeared LEA ANDERSON, CHERRY KARLSON,*, member of the Town of Wayland Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN BY ME, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

* MARY ANTES, LOUIS JURIST, &
DOUGLAS LEVINE

Nanette F. Balmer
Notary Public
My Commission Expires:

580004v2/WAYL/0054





TOWN OF WAYLAND

MASSACHUSETTS
01778

TOWN CLERK
Beth R. Klein
bklein@wayland.ma.us

ASSISTANT TOWN CLERK
Diane M. Gorham
dgorham@wayland.ma.us

TOWN BUILDING
41 COCHITUATE ROAD
TEL: 508-358-3630
508-358-3631
FAX: 508-358-1683
www.wayland.ma.us

ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 2, 2017, the following business was transacted under Article 12:

ARTICLE 12: AUTHORIZE ACQUISITION OF ACCESS AND UTILITY EASEMENT AT 89 STONEBRIDGE ROAD
--

Moved that the Town authorize the Board of Selectmen to acquire by gift on such terms and conditions as the Board of Selectmen deems appropriate, an access and utility easement on property commonly known as 89 Stonebridge Road, identified as Tax Map 37, Lot 32A, described in a deed recorded with the Middlesex South District Registry of Deeds in Book 62732, Page 282, said easement shown on a plan entitled "Plan of Land in Wayland, Massachusetts 89 Stonebridge Road Habitat for Humanity," dated December 5, 2016, on file with the Town Clerk; and authorize the Board of Selectmen to execute any and all documents as may be necessary or convenient in relation thereto.

VOTED:

IN FAVOR: 170
OPPOSED: 12 MOTION PASSED

A true copy, Attest:

Beth R. Klein
Town Clerk