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DRAINAGE AND SLOPE EASEMENT

Sherrill R. Gould, as the sole Trustee of the Keuka Trust, u/d/t dated March 16, 1995 recorded with the Middlesex County (Southern District) Registry of Deeds (the "Registry"), at Book 42034, Page 430, with a principal place of business at 311 Great Road, Littleton, Massachusetts ("Grantor"), for good and valuable consideration paid the receipt and sufficiency of which is hereby acknowledged, hereby grants to Keuka Road, LLC, a Massachusetts limited liability company with a principal address of 653 Main Street, Concord, Massachusetts ("Grantee"), and its successors and assigns, with QUITCLAIM COVENANTS, the perpetual, non-exclusive rights and easements in common with the Grantor, along, upon, above, under and across that area of land located on the northerly side of Keuka Road in Concord, Middlesex County, Massachusetts, shown as "Drainage Easement" (the "Easement Area"), on a plan titled "Plan Of Land In Concord, Massachusetts" prepared by STAMSKI AND McNARY, INC., dated October 16, 2019, (hereinafter the "Plan") to be recorded herewith, for the following purposes:

(a) to construct and maintain at Grantee's sole cost and expense slopes serving Keuka Road and properties currently owned by Grantee which abut Keuka Road, including any necessary landscaping, shoulders, grading and other improvements related thereto, as the Grantee may from time to time deem necessary, consistent with the Planning Board approval for the Hosmer Meadow Subdivision, and the associated plans (the "Subdivision"), dated February 14, 2018, as may be amended, and the right and easement to cut and trim trees, bush, overhanging branches and other obstructions to the extent that the Grantee deems necessary; and the right to enter said Easement Area for access thereto for all the above purposes; and

(b) to locate, relocate, erect, construct, reconstruct, install, lay, dig up, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove one or more pipes for the drainage of surface water and all necessary and proper conduits, culverts, berms, chambers, drains, basins, conductors, pipes, foundations, fittings, and other apparatus, equipment and fixtures deemed necessary for the purposes specified above as the Grantee may from time to time deem necessary and consistent with the construction and subsequent maintenance of the roadway improvements and the Subdivision, along, upon, under and across said Easement Area, to cut and trim trees, brush, overhanging branches and other obstructions to the extent that the Grantee deems necessary to clear and keep clear and operate safely the said pipes, apparatus, equipment, and fixtures; and the right to install in said Easement Area temporary lines wherever in the judgment of the

Grantee it is required for the emergency maintenance of service, provided that in each instance the making of repairs or improvements shall be completed and the temporary line or lines removed as soon as practical; and the right to enter said Easement Area for access thereto for all the above purposes.

All work will be done in a good workmanlike manner, and after installation and any subsequent disturbance, the easement area shall be restored as nearly as possible to its condition prior to disturbance, or as shown on the approved Subdivision Plan.

The Grantee shall indemnify and save harmless the Grantor from all costs, expenses and damages, including legal fees, arising from any accidents and injuries to persons or property associated with the exercise of this easement, unless due to the negligence of the Grantor.

Consideration for this Easement includes, *inter alia*, the agreement of the Grantee to pave Keuka Road across the frontage of the drainage Easement Area (150') and an additional twenty-eight (28) feet ± across the frontage of Grantor's remaining property abutting Keuka Road, which property is shown as "Keuka Trust" on the Plan, for a total cumulative distance of 178 feet± (measured from the common lot line between Grantor's and Grantee's properties, along the frontage of the newly developed portion of Keuka Road. The area to be paved is shown on the Hosmer Meadow Definitive Subdivision Plans dated November 16, 2017, sheets 5 and 6. Grantee further agrees to permit Grantor to access her remaining land from that paved portion of Keuka Road. As additional consideration, Grantee agrees to stub electric service, gas and town water at the end of the newly developed Keuka Road, closest to Grantee's lot.

(c) Upon the recording of this Easement, the Grantor for itself and its successors or assigns, agrees it shall not oppose or object to any single-family residential development, or related construction, including but not limited to the construction of accessory structures, alteration or otherwise related to the Grantee's Property fronting Keuka Road. This includes, but is not limited to, no oppositions or objections, written or otherwise, at public hearings related to the Grantee's single-family residential development and/or use of Grantee's Property, including, but not limited to, public hearings or applications before the Concord Planning Board, Conservation Commission, Zoning Board or Building Inspector. Provided however, that this agreement not to oppose or object shall apply only to the original single-family development of Grantee's lots and not to any subsequent additions or changes to the dwellings requiring zoning relief.

(d) Grantor represents and warrants that it possesses the right and authority to grant the present easement.

The Easement Area is comprised of 23,338 sf±.

Said Easement Area is a portion of the premises described in a deed to Grantor

recorded with the Registry at Book 42034, Page 435.

WITNESS the execution hereof under seal the 15th day of May 2020.

Sherrill R. Gould
Sherrill R. Gould, Trustee of the Keuka Trust, u/d/t dated March 16, 1995

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this 15th day of May 2020, before me, the undersigned notary public, personally appeared Sherrill R. Gould, as Trustee of the Keuka Trust, u/d/t dated March 16, 1995, and proved to me through satisfactory evidence of identification, which was:

- a valid driver's license or other state or federal government document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory, or
- my own personal knowledge of identity of the signatory to be the person whose name is signed above,

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.

Susan C. PEDI
Notary Public Susan C. PEDI
My commission expires: 12/14/23

