

RECORD AND RETURN TO:

[_____]

~ Recording Information Area ~

EASEMENT

WHEREAS, the Town of Wayland, acting by and through its Board of Selectmen, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, MA 01778 (the “Town”), owns that certain land commonly known as 484-490 Boston Post Road in the Town of Wayland, Middlesex County, Commonwealth of Massachusetts (the “Premises”), consisting of approximately 8.24 acres shown as “Lot A”, “Lot C”, and “Lot E” on that certain plan entitled “ANR Subdivision Plan Assessors Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road Wayland, Massachusetts” prepared by WSP Transportation & Infrastructure, dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015 and recorded with the Middlesex South Registry of Deeds in Plan Book ___, Page ___ (the “Registry”);

WHEREAS, the Town is conveying the Premises to [_____], having its business address [_____] (the “Buyer”), by that certain deed being recorded immediately hereafter; and

WHEREAS, the Town wishes to reserve a perpetual non-exclusive right and easement for utilities and storm water drainage and water pipes on the Premises.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town and the Buyer agree as follows:

1. The Town hereby reserves a perpetual non-exclusive right and easement (the “Easement”) to add to, inspect, repair, replace, remove, maintain, and operate any utilities and storm water drainage and water pipes on the Premises consisting of, without limitation, conduit, switches, communication lines, wires, cables, pipes and facilities, together with all equipment and appurtenances thereto, for the purposes associated with the provision of utilities, water, sewer and drainage, including, but not limited to, manholes, manhole openings, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires (collectively, the “Facilities”).

2. The easement rights set forth herein shall include the perpetual non-exclusive right and easement for the Town and the Town’s employees, agents, contractors, successors

and/or assigns (including the Town, the “Town Parties”) to pass and repass over, across and upon the Premises as is reasonable and necessary in order to exercise all rights established hereunder with regard to the Easement and each and every part thereof, including without limitation the right to make such excavations as may be reasonably necessary in the opinion and judgment of the Town Parties and to clear and keep cleared portions and areas of the Premises of such trees, shrubs, bushes, above-ground and below-ground structures, objects and surfaces as may, in the reasonable opinion and judgment of the Town, interfere with the efficient and safe operation and maintenance of the Facilities.

3. Except as provided in this instrument, the Buyer shall not make any structural or non-structural improvements that may materially and adversely impair or interfere with the rights of the Town hereunder and the efficient and safe operation and maintenance of the Facilities without the express written consent of the Town.

4. The Town shall perform all work permitted hereunder in a good and workmanlike manner and, upon completion of such work, shall return the surface of the Easement Area to substantially the same condition it was in immediately prior to the commencement of such work. The Town shall use reasonable efforts to minimize any material adverse impact of any such work on any use of the Premises that does not conflict with the terms hereof.

5. The Buyer and its successors and assigns shall provide a copy of the instrument evidencing any subsequent transfer of an interest in any portion of the Premises (excluding any lease of individual dwelling units) to the Town by hand, certified mail or overnight courier within thirty (30) days after the effective date of any such transfer.

6. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Town and the Buyer and their respective successors and assigns. The Facilities shall remain the property of the Town, its successors and/or assigns.

[The remainder of this page has been intentionally left blank.]

EXECUTED as of the ____ day of _____.

TOWN OF WAYLAND

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, before me, the undersigned notary public, personally appeared _____ of the Town of Wayland, proved to me through satisfactory evidence of identification, which was _____ (identify the type of evidence), 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.

Notary Public

My Commission Expires:

The Buyer acknowledges and agrees that it will be receiving title to the Premises from the Buyer as provided herein and the Premises, as conveyed, will be subject to the terms and conditions of this Easement.

[_____]

By:_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, before me, the undersigned notary public, personally appeared _____, the _____ of [_____] , proved to me through satisfactory evidence of identification, which was _____ (identify the type of evidence), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: