

PACKET

JULY 24

2017

STONEBRIDGE

EASEMENTS

ON CONSENT

CALENDAR (11)

GRANT OF EASEMENTS

This Grant of Easements (this "Easement") is entered into on this ____ day of June, 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 ____ 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



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

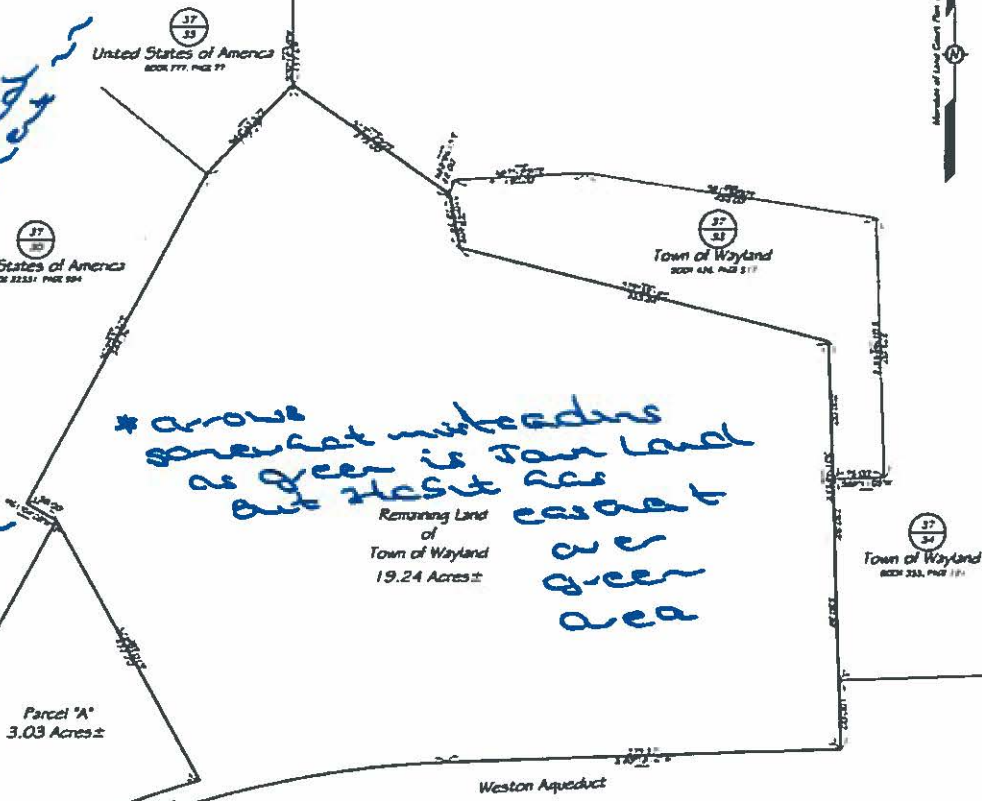
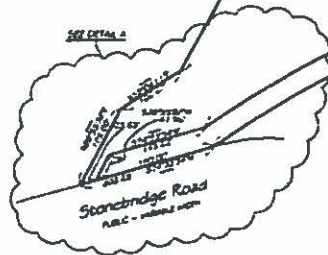
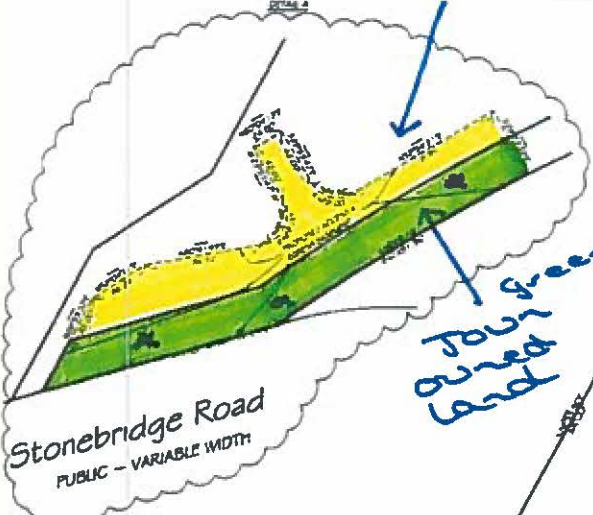


MASSACHUSETTS Registry of Deeds
 Volcan Drive
 Cambridge, Massachusetts
 Plan No. 713 of 2013
 Part 1
 7-3-2013

PREPARED PLANNING BOARD
 down
 7-3-2013
 NO INFORMATION AS TO COMPLIANCE WITH ZONING
 REQUIREMENTS HAS BEEN MADE OR ADVISED. SEE NOTE 1.

LOCAL ORDINANCE
 ORDINANCE 2011-27, PARCELS 22
 OTHER FORMS OF ZONING
 BOOK 6108, PAGE 418
 APPLICANT
 TOWN OF WAYLAND
 41 COMMERCIAL ROAD
 WAYLAND, MA 01981

Handwritten notes in blue ink:
 37
 33
 United States of America
 BOOK 777, PAGE 77
 37
 35
 United States of America
 BOOK 2221, PAGE 104
 37
 34
 Town of Wayland
 BOOK 426, PAGE 217
 37
 34
 Town of Wayland
 BOOK 233, PAGE 111



Handwritten notes in blue ink:
 * arrows
 somewhat misreaders
 as green is town land
 but this is not
 correct
 over
 green
 area



DATE: 6/24/2013
 [Signature]
 PROFESSIONAL LAND SURVEYOR

General Notes

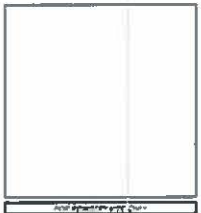
1. THESE PLANS AND THE SUBJECT OF A ZONING BOARD OF APPEALS APPLICATION ARE A COMPREHENSIVE PLAN PURSUANT TO MASS. CHAPTER 40B, SUBCHAPTER 23B, SECTION 11A-27, PART 910, 910.3
2. THESE PLANS ARE TO BE CONSIDERED TO BE SUBJECT TO THE ZONING BOARD OF APPEALS.
3. THIS PLAN AND PREVIOUS PLANS UPON WHICH THIS PLAN IS BASED ARE ON FILED.

No.	Revisions/Notes	Date

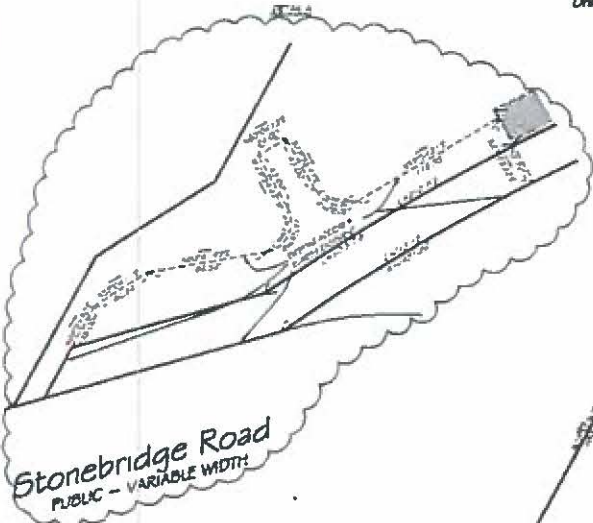
Town of Wayland Massachusetts
 Town Surveyor's Office
 250 Main Street, Wayland, MA 01981

Plan of Land in Wayland, Massachusetts 89 Stonebridge Road Habitat For Humanity

Name	Date
Applied For Planner	



REFERENCE MAPS
1. PLAN 483 OF 2012
2. PLAN 130 OF 2016



United States of America
BOOK 777, PAGE 77

United States of America
BOOK 2531, PAGE 254

Town of Wayland
BOOK 434, PAGE 217

Town of Wayland
19.24 Acres ±
BOOK 5-148, PAGE 17

Town of Wayland
BOOK 265, PAGE 171

Habitat For Humanity
MetroWest-Greater
Worcester, Inc.
3.03 Acres ±
BOOK 2733, PAGE 282

orange
new
cable
to
be
run

Western Aqueduct

Stonebridge Road
public - variable width



Map of Land Court Plan 1289

General Notes
1. I BEGAN FIELD AND THE SUBJECT OF A
ZONING BOARD OF APPEALS APPLICATION
FOR A COMPREHENSIVE PLANNING
TO W.C. CHAPTER 49A, SUBSECTION
80A, SEC DECISION #18 BY, DATED APRIL
23, 2015
2. I FIELD, I HAVE BEEN ADVISED TO
TRAVEL FOR REASONS.
3. I THIS PLAN WAS PREPARED BASED UPON
PLANS AND DEEDS OF RECORD.
4. I THE PLAN INDICATES THE ACCESS AND
EASEMENT INDICATED AS SHOWN ON
REFERENCE PLANS 1 AND 2 BY SHOWING THE
PROPOSED ACCESS AND EASEMENT
AS SHOWN.

Town of
Wayland
Massachusetts

Seal of the Town of Wayland, Massachusetts

Plan of Land
in
Wayland, Massachusetts
89 Stonebridge Road
Habitat For Humanity

CERTIFICATIONS
I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT
ARE THE LINES OF BOUNDING OWNERSHIP AND THE LINES OF
SHEETS OR LINES SHOWING THE TRACES OF PUBLIC OR
PRIVATE RIGHTS OR RIGHTS ALREADY ESTABLISHED, AND
THAT I AM NOT AWARE OF ANY OTHER CHANGES
OR FOR NEW LINES ARE SHOWN.
FURTHERMORE, I CERTIFY THAT THE PREPARATION OF THIS
PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE
COMMISSION OF DEEDS OF THE COMMONWEALTH OF
MASSACHUSETTS.
PROFESSIONAL LAND SURVEYOR
DATE: _____

Name	
Habitat For Humanity	
12/20/21	
11 - 20	



3
0

QUITCLAIM DEED

Property Address: Parcel A, 89 Stonebridge Road, Wayland, MA

The Town of Wayland, a Massachusetts municipal corporation, having a principal office at 41 Cochituate Road, Wayland, Massachusetts 01778, for consideration paid of one and 00/100 dollar (\$1.00), grants to Habitat for Humanity MetroWest-Greater Worcester, Inc., a Massachusetts nonprofit corporation, with a principal place of business located at 11 Distributor Road, Worcester, Massachusetts 01605, for affordable housing purposes, with **quitclaim covenants**,

the parcel of land in said Wayland on Stonebridge Road shown as Parcel "A" on a plan entitled "Plan of Land in Wayland, Massachusetts 89 Stonebridge Road Habitat for Humanity", dated June 24, 2013, prepared by the Town of Wayland Town Surveyor's Office and recorded with the Middlesex South Registry of Deeds as Plan No. 492 of 2013, reference to which plan may be had for a more particular description of said Parcel A.

Together with a nonexclusive easement for access to and egress from said Parcel A in vehicles and equipment and on foot in, on, over, across and through so much of the easement area shown as "Proposed Access & Egress Easement" as is within the parcel of land shown on said plan as "Remaining Land of Town of Wayland". Said easement shall not be relocated or modified without the prior written consent of the Town of Wayland acting by and through its Board of Selectmen.

The Town of Wayland hereby reserves to itself an easement for access to and egress from said Remaining Land of Town of Wayland in vehicles and equipment and on foot in, on, over, across and through so much of the easement area shown as "Proposed Access & Egress Easement" as is within said Parcel A as shown on said plan.

Said Parcel A contains 3.03 acres, more or less, according to said plan.

REVEN: W ROBERT KUMAK
216 CHURCH ST
WINTERSVILLE NA 01588

For title, see Order of Taking by the Town of Wayland recorded with said Registry of Deeds in Book 6108, Page 412.

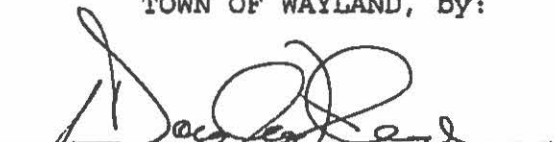
The grantee herein has fully complied with the provisions of M.G.L. c. 44, § 63A.


This deed is exempt from documentary stamp excise taxes pursuant to M.G.L. c. 64D, §1.


For authority, see attested copy of town meeting vote recorded herewith.

In Witness Whereof the said the Town of Wayland has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its duly authorized Board of Selectmen this 16th day of September, 2013.

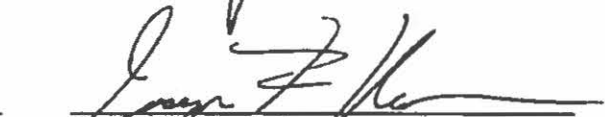
TOWN OF WAYLAND, by:


Douglas J. Leard, Chairman


Anthony V. Boschetto,
Vice Chairman


Edward J. Collins


Steven J. Correia


Joseph F. Nolan

its Board of Selectmen

Approved as to form.


Mark J. Lanza, Town Counsel



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

STONEBRIDGE ROAD CONDOMINIUM
By its Trustees

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

By: 

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.

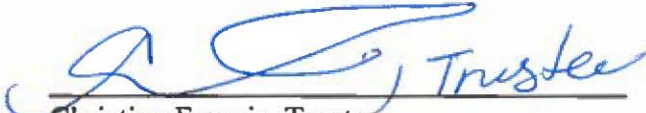

Notary Public

My Commission Expires: Feb 10, 2023



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

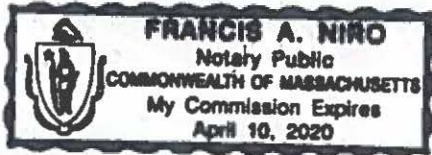
STONEBRIDGE ROAD CONDOMINIUM
By its Trustees

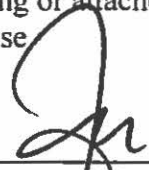

Christina Francis, Trustee

COMMONWEALTH OF MASSACHUSETTS

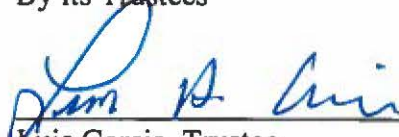
Middlesex, ss.

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:

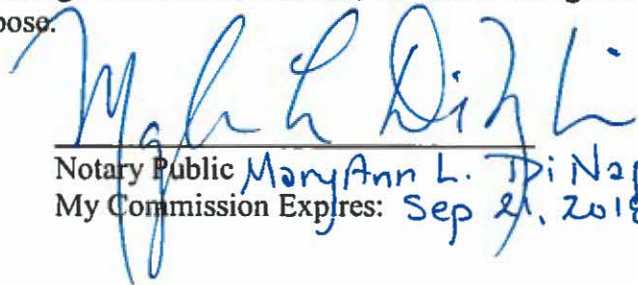
STONEBRIDGE ROAD CONDOMINIUM
By its Trustees


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

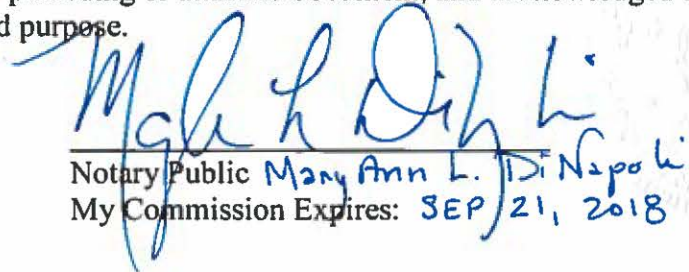


Alexander Torrales, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6 day of ~~June~~^{JULY}, 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 licence, 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

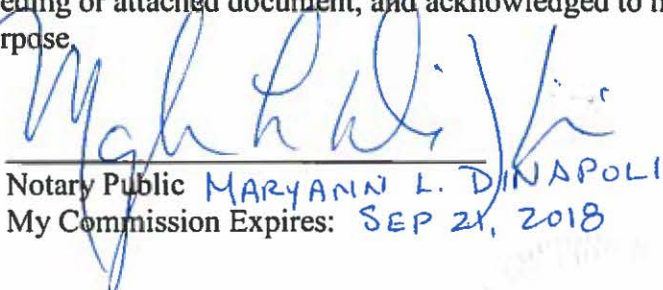


Yaritza Ventura, Trustee

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 Anderson, Chair

Cherry C. Karlson, Vice Chair

Mary M. Antes

Louis M. Jurist

Douglas A. Levine

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24th day of July, 2017, before me, the undersigned notary public, personally appeared _____, member of the Town of Wayland Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires: