

4 #



Bk: 68840 Pg: 105 Doc: EASE  
Page: 1 of 4 01/31/2017 12:34 PM

Affected Premises:  
100 Nobscot Road, Framingham, MA; and  
104 Nobscot Road, Framingham, MA

UTILITY EASEMENT AGREEMENT

This Easement Agreement is entered into as of the 31<sup>st</sup> day of January 2017 by and between Brimstone Family Development LLC, Grantor, and William Z. Barnard and Erin S. Valenti, Grantees.

Recitals

- A. Grantor owns the Premises located at 100 and 104 Nobscot Drive, Framingham, Massachusetts, which Premises are identified as Lot 1 (100 Nobscot Drive) and Lot 2 (104 Nobscot Drive) on a Plan of Land recorded with the Middlesex South Registry of Deeds as Plan No. 533 of 2004. For Grantor's title, see Middlesex South Registry of Deeds Bok 60768, Page 298.
- B. Grantees are the intended purchasers of Lot 2, being 104 Nobscot Road, Framingham, MA. See Deed to be recorded herewith.
- C. Grantor is the Developer of the parcels identified above, and has provided for utility access to Lot 2 traversing under a portion of Lot 1.
- D. Grantor and Grantees desire to preserve the rights of the owners of Lot 2 to allow for the service and maintenance, as necessary, of utilities accessed on/under Lot 1. In consideration of the Lot 2 purchase transaction, and the mutual covenants contained herein, the parties, on behalf of themselves, and their successors and/or assigns, agree as follows:

Agreement

- 1. The Grantor hereby grants and conveys to the Grantees a permanent easement for the maintenance and repair of the utility access serving Lot 2 in that portion of Lot 1 as shown by the designation "PROPOSED UTILITY EASEMENT AREA" on the plan entitled "Plan of Easement, 100 Nobscot Drive, Framingham, MA," by Schofield Brothers LLC, dated November 23, 2016, which is Attachment A hereto.
- 2. This easement shall run with the land and shall be binding upon the Grantor, the Grantees, their successors and assigns for so long as the utility access remains in its location within the Easement Area.

3. The Grantor agrees on behalf of itself, its successors and assigns, that it shall undertake no actions to disturb or disrupt the utility access provided within the Easement Area. However, the installation of a driveway and/or landscaping above the Easement Area - limited to grasses and shrubs that will not cause root infiltration into the utility line(s) - shall be permitted, so long as they do not disrupt the utility line(s) provided within the Easement Area.

4. The Grantees and their successors and/or assigns agree that they shall remain responsible for all maintenance with respect to the utility line(s) within the Easement Area.

5. Grantors and their successors and/or assigns agree that, notwithstanding any improvements that may be installed per Paragraph 3 above, Grantees shall be permitted reasonable access as may be needed for repairs or installations in the Easement Area.

6. Grantees further agree that they, their successors and/or assigns, upon completion of any installations or repairs, shall restore the disturbed area, as nearly as practicable, to its original condition.

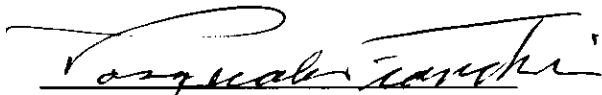
7. The granting of the above easement shall not establish any further rights of the parties with respect to the Premises constituting Lot 1.

8. The entire agreement of the parties with respect to this matter is contained in this Easement Agreement and no alteration, amendment, modification or waiver of any of the terms shall be valid unless made in writing and signed by the parties, their successors and/or assigns.


Signed under Seal this 30<sup>th</sup> day of January, 2017.

GRANTOR  
Brimstone Family Development LLC

GRANTEES

  
By Pasquale Franchi, Manager

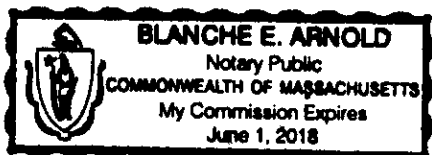
  
William Z. Barnard

  
Erin S. Valenti

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Then personally appeared before me Pasquale Franchi, proven to me by sufficient identification, being Personally known to be the person signing the foregoing, and acknowledged it to be his free act and authorized deed as Manager of Brimstone Family Development LLC this 30<sup>th</sup> day of January, 2017.



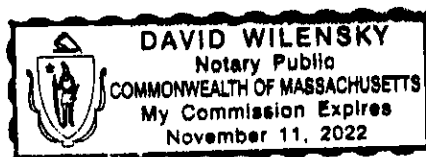
Blanche E. Arnold  
Notary Public  
My Commission Expires: 6/1/18

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Then personally appeared before me the above individuals, William Z. Barnard and Erin S. Valenti, each proven to me by sufficient identification, being MA Driver License to be the persons signing the foregoing, and each acknowledged it to be their free act and deed this 31<sup>st</sup> day of January, 2017.

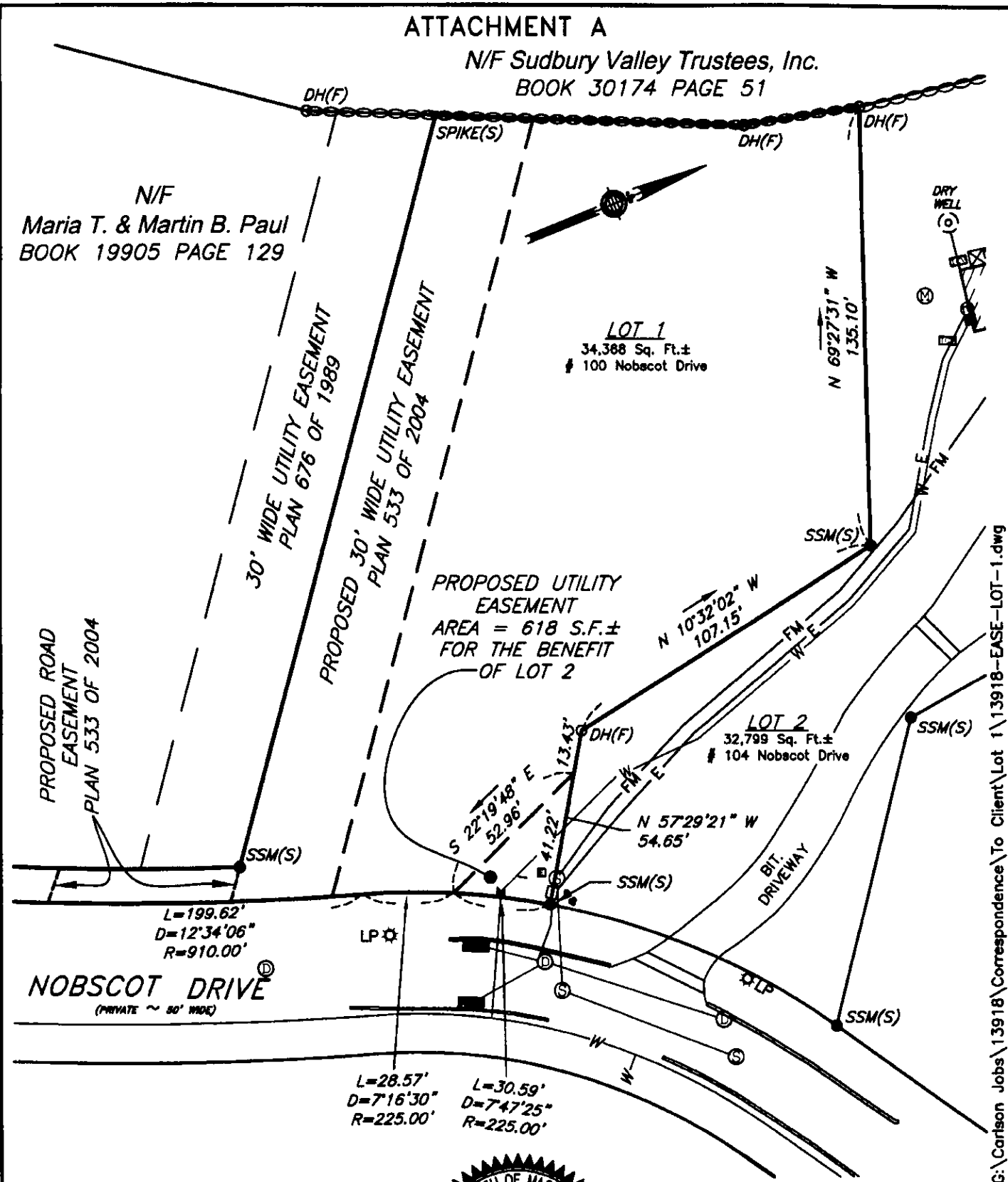
[Signature]  
Notary Public  
My Commission Expires: Nov. 11, 2022



ATTACHMENT A

N/F Sudbury Valley Trustees, Inc.  
BOOK 30174 PAGE 51

N/F  
Maria T. & Martin B. Paul  
BOOK 19905 PAGE 129



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**Plan Of Easement**  
100 NOBSCOT DRIVE  
FRAMINGHAM, MA  
Scale: 1" = 40' Nov. 23, 2016  
MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS TITLE  
REFERENCE: BK. 60768, PG. 298  
SEE PLAN # 533 OF 2004



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