

GRANT OF EASEMENTS

I, Stephen O’Duggan, Trustee of 126 Olde Page Street Realty Trust, a duly established and declared Massachusetts Trust, as Trustee and not individually, and on behalf of the trust’s beneficiary or beneficiaries listed in the schedule of beneficial interests, or in the revised schedule of beneficial interests if any, officers, agents, employees, predecessors, successors-in-interest, subsidiaries and assigns (hereinafter collectively referred to herein as “GRANTOR”), for consideration of \$1.00 paid and other valuable consideration, hereby grant to the TOWN OF STOUGHTON, a Municipal Corporation created by the General Court of the Commonwealth of Massachusetts, acting by and through its SELECT BOARD, having an address of Stoughton Town Hall, 10 Pearl Street, Stoughton, Massachusetts 02072 (hereinafter referred to herein as “GRANTEE”), with Quitclaim Covenants, an assignable perpetual and non-exclusive Access/Egress Right and Utility Easements in gross over the entire Discontinued Areas depicted as “Parcel C” containing 4,615 square feet, “Parcel D” containing 5,373 square feet, “Parcel E” containing 5,381 square feet, (hereinafter “Discontinued Parcels ‘C, D, E’ Easements”), for the limited purpose of constructing, maintaining and repairing any and all existing and future utilities, including, without limitation, sewer, water, drains, electricity, telephone, gas, cable, fiber optic, transmission lines & pipelines and any other types of utilities deemed necessary by the Town of Stoughton, reserving, however, to GRANTOR, their successors and assigns, all such rights and privileges as may be used without interfering with or abridging the easement reserved and conveyed herein for the benefit of, and on behalf of, the Town of Stoughton, which Discontinued Parcels ‘C, D, E’ Easements are shown on plans entitled “Plan showing the discontinuance of a portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA, between the Old Page Street and the Page Street (1956 Relocation)”, and on

a plan entitled “Plan showing the reservation of access/egress and utility easements and apportionment of a discontinued portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA between the Old Page Street and the Page Street (1956 Relocation)”, both plans scale 1 inch = 60 feet, and on a plan entitled “Plan showing the layout of a subdivision road in Stoughton, MA across land now or formerly of T.L. Edwards, Inc.”, plan scale 1 inch = 50 feet, all plans dated September 13, 2023, prepared by Langan Engineering & Environmental Services, Inc and sealed by Ian C. Wisuri, PLS, all in said Stoughton (hereinafter “Discontinued Parcels ‘C, D, E’ Easements”) and as more particularly described as follows:

Discontinued Parcel ‘C’ Easement:

Beginning at a point of commencement being Massachusetts Highway Layout #4510 Auxiliary Baseline “F” of Town Layout Relocation of Page Street of 1956 centerline Station 30+22.64, thence

S 40° 15’ 09” W a distance of 36.23 feet along survey tie line to the northerly corner of Discontinued Parcel ‘A’, thence turning and running

S 33° 03’ 35” E a distance of 270.45 feet along the northeasterly sideline of the Discontinued Parcel ‘A’ of the October 22, 1872 Norfolk County Layout of Page Street that will now be a Town of Stoughton public Town Way, in the Town of Stoughton, to the true point of beginning located at the northeasterly corner of Discontinued Parcel ‘C’ Easement where the stone bound monument with escutcheon pin is to be reset, thence running

S 33° 03’ 35” E a distance of 184.61 feet to a point, thence turning and running

S 56° 56’ 25” W a distance of 25.00 feet, thence turning and running

N 33° 03’ 35” E a distance of 184.61 feet to a point, thence turning and running

N 56° 56’ 25” E a distance of 25.00 feet to a point, said point being the point of beginning.

Discontinued Parcel 'D' Easement:

Beginning at a point of commencement being the Massachusetts Highway Layout #4510 Auxiliary Baseline "F" of Town Layout Relocation of Page Street of 1956 centerline Station 30+22.64, thence

S 40° 15' 09" W a distance of 36.23 feet along survey tie line to the northeasterly corner of Discontinued Parcel 'A', thence turning and running

S 33° 03' 35" E a distance of 270.45 feet along the northeasterly sideline of Discontinued Parcel 'A' of the October 22, 1872, Norfolk County Layout of Page Street, in the Town of Stoughton to a point, thence running

S 33° 03' 35" E a distance of 184.61 feet along the northeasterly sideline of Discontinued Parcel 'C' to a point, said point being the true point of beginning located at the northeasterly corner of Discontinued Parcel 'D' Easement, thence running

S 33° 03' 35" E a distance of 109.47 feet to an angle point, thence turning and running

S 42° 07' 32" E a distance of 82.20 feet to an angle point, thence turning and running

S 50° 07' 32" E a distance of 19.50 feet to an angle point where a stone bound monument is to be set, thence turning and running

S 39° 52' 28" W a distance of 25.00 feet, thence turning and running

N 50° 07' 32" W a distance of 21.25 feet to an angle point, thence turning and running

N 42° 07' 32" W a distance of 85.93 feet to an angle point, thence turning and running

N 33° 03' 35" W a distance of 111.46 feet to an angle point, thence turning and running

N 56° 56' 25" E a distance of 25.00 feet to a point, said point being the point of beginning.

Discontinued Parcel 'E' Easement:

Beginning at a point of commencement being Massachusetts Highway Layout #4510 Auxiliary Baseline "F" of Town Layout Relocation of Page Street of 1956 centerline Station 30+22.64, thence

S 40° 15' 09" W a distance of 36.23 feet along survey tie line to the northeasterly corner of Discontinued Parcel 'A', thence turning and running

S 55° 00' 23" W a distance of 25.01 feet, to an angle point, thence turning and running

S 33° 03' 35" E a distance of 461.32 feet along the northeasterly sideline of Discontinued Parcel 'B' to a point, said point being the true point of beginning located at the northeasterly corner of Discontinued Parcel 'E' Easement, thence running

S 33° 03' 35" E a distance of 104.35 feet to an angle point, thence turning and running

S 42° 07' 32" E a distance of 85.93 feet to an angle point, thence turning and running

S 50° 07' 32" E a distance of 21.25 feet to an angle point, thence turning and running

S 39° 52' 28" W a distance of 25.00 feet, to an angle point where a stone bound monument is to be set, thence turning and running

N 50° 07' 32" W a distance of 23.00 feet to an angle point, thence turning and running

N 42° 07' 32" W a distance of 89.66 feet to an angle point, thence turning and running

N 33° 03' 35" W a distance of 106.33 feet to an angle point, thence turning and running

N 56° 56' 25" E a distance of 25.00 feet to a point, said point being the point of beginning.

GRANTEE shall have the right of entry upon and passage over the Discontinued Parcels 'C, D, E' Easements from time to time for all the aforementioned purposes and for uses incidental thereto, with all rights and privileges necessary or convenient for the full enjoyment and use thereof and the purposes aforementioned.

The Discontinued Parcels 'C, D, E' Easements are conveyed subject to the rights hereby expressly reserved by GRANTOR to continue to enjoy the use of said Discontinued Parcels 'C, D, E' Easements for all purposes not adverse to the rights herein granted to GRANTEE.

GRANTOR hereby authorizes GRANTEE, its employees, agents, contractors, and assignees to enter upon the Discontinued Parcels 'C, D, E' Easements with equipment, if necessary, upon not less than twenty-four (24) hours prior notice, except in the case of an emergency, for the purposes of installing, constructing, maintaining, repairing and replacing any and all existing and future utilities deemed necessary located in the Discontinued Parcels 'C, D, E' Easements by the Town of Stoughton from time to time for all purposes and uses incidental thereto, all at GRANTEE'S sole cost and expense. GRANTEE agrees to schedule, perform and complete its work within a reasonable amount of time after commencement.

GRANTOR agrees not to use Discontinued Parcels 'C, D, E' Easements in a manner that is inconsistent with GRANTEE'S Discontinued Parcels 'C, D, E' Easements, or to grant any other easements, leases or licenses within Discontinued Parcels 'C, D, E' Easements which interferes with GRANTEE'S assignable perpetual non-exclusive Discontinued Parcels 'C, D, E' Easements without the prior written permission of GRANTEE, which permission will not be unreasonably withheld.

In return for the assignable perpetual non-exclusive Discontinued Parcels 'C, D, E' Easements in gross described and conveyed herein, GRANTEE agrees that any area disturbed by its exercise of the rights granted herein will be restored, as near as possible, consistent with the purposes of this easement, to its original condition at the expense of GRANTEE.

In return for the assignable perpetual non-exclusive Discontinued Parcels 'C, D, E' Easements in gross described and conveyed herein, GRANTEE further agrees to allow

GRANTOR, its successors or assigns at GRANTOR'S sole expense, to relocate the existing utilities to a location that allows GRANTOR better use or redevelopment of the property, in keeping with the Town of Stoughton Construction Standards and Utility Standards while still providing an equivalent and adequate location and width that allows full enjoyment of access and use of the assignable perpetual and non-exclusive Discontinued Parcels 'C, D, E' Easements in gross, all such rights and privileges as may be used without interfering with or abridging the assignable easement described and conveyed herein for the benefit of, and on behalf of, the Town of Stoughton

In return for the assignable perpetual non-exclusive Discontinued Parcels 'C, D, E' Easements in gross described and conveyed herein, GRANTEE further agrees to indemnify and hold harmless GRANTOR, its successors or assigns from and against any and all losses, claims, damages, liabilities, costs and expenses which may be asserted against GRANTOR, and its successors or assigns, arising out of the negligent construction, inspection, repair, removal, replacement, operation, or maintenance of the Discontinued Parcels 'C, D, E' Easements by GRANTEE its agents, employees or assigns.

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, and their respective successors and assigns.

For GRANTOR'S titles see for Stephen O'Duggan, Trustee of 126 Olde Page Street Realty Trust, a duly established and declared Massachusetts Trust, Town of Stoughton Assessor Map 094, lot 047, Map 094, lot 048, Map 094, lot 049, Deed Book 17985, Page 199, dated 12/28/2002 and declared Massachusetts Trust Deed Book 17985, page 192, dated 12/27/2002,

Plan filed as Plan 393 of 1962 in Book 3978, Page 66 of 2023, Lot A & B, respectively recorded with the Norfolk County Registry of Deeds.

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Executed as a sealed instrument this _____ day of _____, 2024.

GRANTOR:

Stephen O'Duggan, as Trustee of 126 Olde Page Street Realty Trust, and not individually

COMMONWEALTH OF MASSACHUSETTS

_____, ss
County

_____, 2024
Month Date

On this _____ day of _____ 2024, before me, the undersigned Notary Public, personally appeared Stephen O'Duggan, Trustee of 126 Olde Page Street Realty Trust, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

, Notary Public

My Commission Expires: _____

ACCEPTANCE OF ASSIGNABLE PERPETUAL EASEMENTS

The TOWN OF STOUGHTON, a Municipal Corporation created by the General Court of the Commonwealth of Massachusetts, acting by and through its SELECT BOARD, and on behalf of the Municipal Corporation's officers, agents, employees, predecessors, successors, subsidiaries and assigns, hereby accepts the assignable perpetual non-exclusive Discontinued Parcels 'C, D, E' Easements in gross stated above for the benefit of, and on behalf of, the Town of Stoughton.

TOWN OF STOUGHTON, MASSACHUSETTS
By and through its Select Board

Stephen M. Cavey, as Chair of the Town of
Stoughton Select Board, and not individually

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

_____, 202__
Month Date Year

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared Stephen M. Cavey, Chair of the Select Board for the TOWN OF STOUGHTON, MASSACHUSETTS, as aforesaid, who proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding document, and, who, being by me duly sworn, did say that he is the Chair of the Select Board for the TOWN OF STOUGHTON, MASSACHUSETTS, and that the preceding document was signed on behalf of the TOWN OF STOUGHTON, MASSACHUSETTS by authority of its Select Board, and Stephen M. Cavey further acknowledged to me that he signed it voluntarily for its stated purpose.

, Notary Public

My Commission Expires: _____