

Braintree Town Council

ORDER NO: 17 003

DATE FILED: JANUARY 25, 2017

REQUEST OF: THE MAYOR

UPON THE REQUEST OF HIS HONOR, THE MAYOR, THE TOWN OF BRAintree, THROUGH THE BRAintree TOWN COUNCIL, IT IS SO ORDERED:

TERMINATION AND GRANT OF EASEMENTS

2001 Washington Street, Braintree Massachusetts

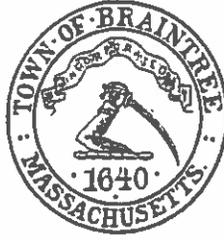
Reference is hereby made to certain parcels of land located at 2001 Washington Street, Braintree, Massachusetts owned by 2001 Washington Street LLC, a Massachusetts limited liability company with a business address of C/o CRE Management LLC, 133 Pearl Street, Suite 300, Boston, MA 02110. ("Owner"), as evidenced by a certain deed dated November 15, 2013, and recorded with Norfolk County Registry of Deeds in Book 31906, Page 415 (hereinafter referred to as the "Premises").

Further reference is hereby made to certain easements set forth in an Access and Easement Agreement by and between the County of Norfolk (the "County") and Lahaina Realty Limited Partnership ("Lahaina") dated February 20, 1998, and recorded with the Norfolk County Registry of Deeds in Book 12287, Page 154 (the "Easement Agreement").

WHEREAS, Lahaina granted several easements to the County in and through the Premises, for the benefit of three parcels of real estate then owned by the County, and referenced in said Easement Agreement as: (i) the "Parcel B Property"; (ii) the "Parcel C Property"; and (iii) as the "Land Court Property", (referred to collectively as the "Benefited Parcels"); and

WHEREAS, the County has subsequently granted title to the Benefited Parcels to the Town of Braintree. The Parcel B Property and the Parcel C Property were granted from the County to the Town of Braintree by deed dated June 2, 2010 and recorded with the Norfolk County Registry of Deeds in Book 27717, Page 492. The Land Court Property was deeded to the Town of Braintree by Deed dated December 19, 2007, and filed with the Norfolk County Land Court District of the Registry of Deeds as Document 1144264, with Certificate of Title No. 176058.

WHEREAS, Owner has performed certain improvements located at the Premises; and



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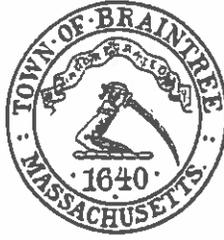
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WHEREAS, in order to accommodate such improvements, the Town of Braintree has agreed to terminate certain easement rights and interests it holds burdening the Premises, as detailed herein; and

WHEREAS, in exchange for the termination of easement terminations, Owner has agreed to grant a new access and utility easement over a portion of the Premises to the Town of Braintree;

NOW THEREFORE, for good and valuable consideration of ten dollars \$10.00, and other good and valuable consideration as stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Town of Braintree is the easement holder of the following easements granted originally to the County in Section 3 of the Easement Agreement, and are shown on that certain plan recorded herewith, entitled "Termination of Utility and Access Easements Plan of Land, 2001 Washington Street, Braintree, Massachusetts", dated April 3, 2017, prepared by DanaPerkins, Inc., Consulting Engineers & Land Surveyors, 1057 East Street, Tewksbury, Massachusetts 01876 (the "Termination Plan"):
 - (a) The perpetual non-exclusive right and easement to utilize that portion of the Premises originally shown on the plans recorded with the Easement Agreement as a (i) "Right of Way & Utility easement", for purposes of (i) pedestrian and vehicular access, ingress, and egress, and (ii) the installation, use, maintenance, service, repair, removal, and replacement of Utility Improvements. The easement is shown on the Termination Plan as "Easement 3A";
 - (b) The perpetual right and easement to utilize that portion of the Premises originally shown on the plans recorded with the Easement Agreement as "utility easement" (being triangular in shape and located to the south of the "Access and Utility Easement and adjacent to Washington Street) for the installation, use, maintenance, service, repair, removal and replacement of Utility Improvements. This easement is shown on the Termination Plan as "Easement 3B";



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- (c) The perpetual right and easement to utilize those portions of the Premises originally shown on the plans recorded with the Easement Agreement as “20.00’ wide drainage & utility easement” for the installation, use, maintenance, service, repair, removal and replacement of Utility Improvements.” This easement is shown on the Termination Plan as “Easement 3C-1”.
 - (d) The perpetual right and easement to utilize those portions of the Premises originally shown on the plans recorded with the Easement Agreement as “10’ Utility Easement” for the installation, use, maintenance, service, repair, removal and replacement of Utility Improvements.” This easement is shown on the Termination Plan as “Easement 3C-2”.
2. The Town of Braintree, on behalf of itself, and all successors and assigns, does hereby permanently terminate the following rights, title and interests:
- (a) terminate all of its right, title and interests to and from Easement 3A that is shown on the Termination Plan, intending to, and hereby extinguishing and abandoning, all rights to Easement 3A that it holds, including but not limited to all rights and interests granted under the terms of the Easement Agreement.
 - (b) terminate all of its right, title and interests to and from Easement 3C-1 shown on the Termination Plan, intending to, and hereby extinguishing and abandoning, all rights to Easement 3C-1 which it holds, including but not limited to all rights and interests granted under the terms of the Easement Agreement;
 - (c) terminate all of its right, title and interests to and from Easement 3C-2 shown on the Termination Plan, intending to, and hereby extinguishing and abandoning, all rights to Easement 3C-2 which it holds, including but not limited to all rights and interests granted under the terms of the Easement Agreement;



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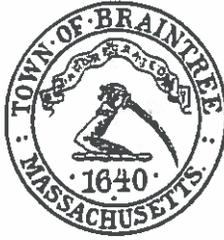
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3. With the sole exception of the termination of easement rights referenced in Section 2 of this instrument, all other rights, interests, easements, benefits and obligations contained in the Easement Agreement shall remain in full force and effect, it being the intention to modify the Easement Agreement solely as stated herein. The Town of Braintree **does not** release its easement rights to Easement 3B, which is shown on the Termination Plan as remaining. In addition, this instrument shall not alter any other easements, rights, or interests held by Owner under the Easement Agreement, as successor in title to Lahaina, benefitting the Premises.
4. Owner does, in consideration of the abandonment of the interests described in Section 2 of this instrument, hereby grant a perpetual, non-exclusive Access and Utility Easement to the Town of Braintree, for the purposes of (i) pedestrian and vehicular access, ingress and egress, and (ii) the installation, use, maintenance, service, repair, removal and replacement of utilities for the benefit of Parcel C, the location of such easement is shown on that certain plan recorded herewith, entitled "Easement Plan of Land, 2001 Washington Street, Braintree, Massachusetts", dated April 3, 2017, prepared by Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, 1057 East Street, Tewksbury, Massachusetts 01876 (the "Easement Plan"), and such is labelled on such Easement Plan as "NEW ACCESS AND UTILITY EASEMENT - AREA=36,555 SF +/-", (the "New Easement").
5. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) when deposited with the U.S. Postal Service and mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid addressed as follows:

If to the Town of Braintree:

Director of Department of Public Works
Town of Braintree
1 JFK Memorial Drive
Braintree, MA 02184



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If to 2001 Washington Street LLC, while said entity owns said Premises (otherwise to the then owner of said Premises):

Douglas A. Troyer, Esq.
Marcus, Errico, Emmer & Brooks,
P.C. 45 Braintree Hill Office Park,
Suite 107
Braintree, MA 02184
dtroyer@meeb.com
Telephone: (781) 843-5000
Fax: (781) 843-1529

or (b) upon actual delivery when delivered by hand during usual business hours addressed to the same parties specified in subparagraph (a) above, except that either party may by written notice to the other designate another address which shall thereupon become the effective address of such party for the purposes of this paragraph.

6. To the extent necessary to effectuate the extinguishment of the easements described in Section 2 of this instrument, the grant of the New Easement, or to affirm any easement, right, or interest contained in the Easement Agreement, and not being terminated by the Town of Braintree, each of the parties hereto shall execute such other documents as may reasonably be required by the other party hereto, for the purpose of further implementing, evidencing and confirming the rights, easements and agreements, and terminations, which are the subject hereof.
7. This agreement, including all rights, benefits, easements, covenants, agreements and obligations hereunder, shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.



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8. This agreement shall not be modified, amended or otherwise changed without the express written consent of the each of the parties.
9. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

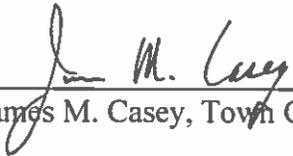
ABSENT: NONE

PASSED IN COUNCIL: MAY 30, 2017
PRESENTED TO MAYOR: MAY 31, 2017

A True Record, Attest:

6-2-17

Date Approved


James M. Casey, Town Clerk


Joseph C. Sullivan, Mayor

Executed under seal this 24th day of May, 2017

2001 Washington Street LLC,

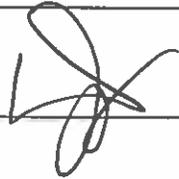
By:  _____, its

DEMETRI DASCO Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24 day of May, 2017, before me, the undersigned notary public, personally appeared Demetri Dasco, proved to me through satisfactory evidence of identification, which was Known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose, as Manager, and as the free act and deed of 2001 Washington Street LLC.



My Commission Expires: 11/28/22, Notary Public