

## UTILITY EASEMENT AND ACCESS AGREEMENT

The Residences on the Charles, LLP, of 37 Walnut Street, Suite 110, Wellesley Hills, MA 02481 (the “Grantor”), for good and valuable consideration, grants to the City of Newton, a municipal corporation in Middlesex County, Massachusetts (the “Grantee” or the “City of Newton”), the non-exclusive perpetual rights and easements to construct, inspect, repair, renew, replace and operate and forever maintain water mains, manholes, pipes, conduits and other appurtenances thereto, and to do all customary acts incidental thereto in, through, and under the area (to the extent the grantor has rights) shown “Easement Area” on a plan entitled “Easement Exhibit,” dated December 1, 2021 prepared by Allen & Major Associates, Inc. and recorded with the Middlesex South Registry of Deeds as \_\_\_\_\_ (the “Plan”).

And, for the consideration aforesaid, the Grantor does hereby give, grant, transfer and deliver unto the City of Newton all water mains, manholes, pipes, conduits, and all appurtenances thereto that are now or hereafter constructed or installed in through or under the Easement Area (to the extent the transferor has rights), as shown on the Plan by the Grantor or the Grantor’s successors and assigns (the “Plan Improvements”). Notwithstanding the foregoing, the Grantor reserves to itself and its successors and assigns the perpetual right to use, and grant to others the right to use, the Easement Area for any and all purposes, including the construction, inspection, repair, renewal, replacement and operation and maintenance of improvements thereon, provided that the exercise of such rights does not interfere with the construction, inspection, repair, renewal, replacement and operation and maintenance of the Plan Improvements by the Grantee.

The Grantee agrees that in the event of any damage or disturbance to the Grantor’s property, including, without limitation, the Easement Area, resulting from the exercise of its rights hereunder, the Grantee shall promptly cause any such areas damaged or disturbed to be restored to substantially the same condition which they were in immediately prior to such damage or disturbance.

To the extent that the easements and rights granted hereunder pertain to portions of the Easement Area located in private ways owned by the Grantor in common with others, such grant is made in accordance with, subject to, and to the extent permitted by, the provisions of MGL Chapter 187, Section 5. Such grant shall be irrevocable and binding on the Grantor’s successors, heir and assigns.

For the Grantor’s title, see that certain deed dated August 19, 2020 from Legacy The River, LLC to the Grantor recorded in the Middlesex County South Registry of Deeds in Book 75420, Page 312.

Executed under seal as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**THE RESIDENCES ON THE CHARLES, LLP**

By: \_\_\_\_\_  
John. J. Englert  
Authorized Signatory

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

Then on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me the above named John J. Englert, as Authorized Signatory of The Residences on the Charles, LLP and proved to me through satisfactory evidence of identification which was a Massachusetts driver’s license to be the person whose name is signed on the attached document, and acknowledged to me he signed it voluntarily for its stated purpose, as Authorized Signatory of The Residences on the Charles, LLP.

\_\_\_\_\_  
Notary Public:  
My commission expires: