

DECLARATION OF RECIPROCAL EASEMENTS

Canterbury Street LLC, a Massachusetts limited liability company, having an address of 156 Union Street, Hingham, Massachusetts 02043 (the “Declarant”), being record title owner of certain land located in Hingham, Plymouth County, Massachusetts by virtue of a certain deed dated _____ and recorded with the Plymouth County Registry of Deeds in Book _____, Page ____, as shown on plans entitled (i) “Patterson Pond Estates, Definitive Subdivision, 29 Canterbury Street, Hingham, MA 02043” dated _____ by James Engineering, Inc., recorded in Plan Book _____, Page _____ (the “Subdivision Plan”) as Lots 2A, 3A, 4A, 5A, 6A, Drainage Lot D1, Drainage Lot D2 and Jordan Way, (ii) those certain lots shown as Lot 4 and Lot 5 on a plan entitled “Plan of Land at 29 Canterbury Street, Hingham, MA” dated May 15, 2017 by James Engineering, Inc., recorded in Plan Book 61, Page 563 and (iii) that certain lot shown as Lot 6 on a plan entitled _____ dated _____ by James Engineering, Inc., recorded in Plan Book ____, Page ____ (the plans in (ii) and (iii) are collectively referred to as the “ANR Plan”), hereby declares said land is in its entirety subject to and has the benefit of the provisions of this Declaration of Reciprocal Easements (the “Declaration”) as running with the land.

The Declarant covenants, bargains and agrees for itself and its heirs and assigns that all of the land shown on the aforesaid plans is and shall be held, transferred, sold, conveyed, inherited and occupied subject to and with the benefit of the covenants, restrictions and easements hereinafter set forth.

SECTION 1: EASEMENTS

All of the land on the Subdivision Plan and the ANR Plan are subject to and have the benefit of the following easements:

1. A permanent easement over Drainage Lot D1 shown on the Subdivision Plan for the purposes of storm water flow, discharge and drainage.
2. A permanent easement over Drainage Lot D2 shown on the Subdivision Plan for the purposes of storm water flow, discharge and drainage.
3. A permanent easement over that certain area of Lot 5A shown on the Subdivision Plan as “Proposed Drainage Easement Area=7,008 S.F.” for the purposes of installing drainage infrastructure, storm water flow, discharge and drainage.

4. A permanent easement over that certain area of Lot 6A shown on the Subdivision Plan as “Proposed Drainage Easement Area=9,246 S.F.” for the purposes of installing drainage infrastructure, storm water flow, discharge and drainage.
5. A permanent easement over Patterson Pond to Elevation 41 of the outer perimeter of the Pond as shown on the Subdivision Plan for the purposes of storm water flow, discharge and drainage.
6. A permanent easement over that certain area of Lot 4A shown on the Subdivision Plan as “Proposed Drainage Easement Area=19,747 S.F.” for the purposes of storm water flow, discharge and drainage.
7. A permanent easement over that certain area of Lot 5A shown on the Subdivision Plan as “Proposed Drainage Easement Area=42,350 S.F.” for the purposes of storm water flow, discharge and drainage.
8. A permanent easement over that certain area of Lot 4A shown on the Subdivision Plan as “Proposed Drainage, Utility and Access Easement Area=5,562 S.F.” for the purposes of installing, maintaining, replacing, removing and using underground utility lines, including without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines therein and thereunder and access on foot and in motor vehicles for the owners of Lot 3A, their guests and invitees, over that portion of the easement area used as a driveway to service Lot 3A.
9. A permanent easement in, under and over Jordan Way for the purposes of storm water flow, discharge and drainage, installing, maintaining, replacing, removing and using underground utility lines, including without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines therein and thereunder and access on foot and in motor vehicles. The access easement shall run to the owners of Lots 1A, 2A, 3A, 4A, 5A and 6A on the Subdivision Plan, along with their guests and invitees.
10. A permanent easement over Lots 2A, 3A, 4A, 5A and 6A on the Subdivision Plan shown as “Proposed 10’ Wide Tree Set Back” for the purposes of planting and maintaining trees along the boundary of Jordan Way and for purposes of installing drainage infrastructure, storm water flow, discharge and drainage.

All of the aforesaid drainage easements shall be construed to include easements to access, maintain, repair and replace all drainage system components as constructed under, in, on and over the ground in said easement areas. Furthermore, the scope of these easements shall be construed to encompass and to enable compliance with the terms and conditions of the Operation and Maintenance Plan for _____ recorded herewith.

11. A permanent easement over Lot 6 from that portion of the Lot 6 frontage at Weir Street immediately west of the dam for the construction, maintenance, repair and replacement of the dam located thereon. The scope of this easement shall be construed to encompass and to enable compliance with the terms and conditions of the Operation and Maintenance Plan for Patterson Pond Dam, Weir Street, Hingham MA to be recorded herewith.
12. A permanent easement over the surface of Patterson Pond for canoeing, kayaking, ice skating, swimming, fishing, and other passive non-motorized, non-commercial recreational activities, during daylight hours. Each party shall indemnify and save the other harmless from and against any loss, damage, or liability arising out of their exercise of said right and easement.
13. A permanent easement over those areas of Lots 2A, 3A, 4A, 5A and 6A shown as "Tree Preservation Area" on the Subdivision Plan. Said easement is to be exercised by the Patterson Pond Estates Homeowners' Association established by that certain Declaration of Patterson Pond Estates Homeowners' Association and Protective Covenants and Restrictions dated of even date and recorded herewith in order to maintain said Tree Preservation Areas as set forth within said Declaration.

The rights in all easements set forth above shall run to, in conjunction with the lots on the Subdivision Plan and the ANR Plan, the Patterson Pond Estates Homeowners' Association established by that certain Declaration of Patterson Pond Estates Homeowners' Association and Protective Covenants and Restrictions dated of even date and recorded herewith. Said easements shall run to the Association for the purposes of the fulfillment of maintenance and other obligations set forth in said Declaration. All easements set forth above shall also be for the benefit of and run with the land shown as Lot 1A on the Subdivision Plan.

SECTION 4: MISCELLANEOUS COVENANTS AND PROVISIONS

1. As an express condition of an acceptance of title to a lot shown on the Subdivision Plan and/or the ANR Plan, all owners thereto agree and consent to the taking of any of the above easements by the Town of Hingham, and shall waive all rights to compensation therefor, and no further consent is required.
2. The Declarant reserves all rights to grant further easements and grant easement rights to other parties within all easement areas set forth on the Subdivision Plan and the ANR Plan.

3. A waiver of any of the easements, covenants, restrictions, or agreements herein contained, in any instance, shall not constitute a waiver of the right to enforce any of such easements, covenants, restrictions, or agreements thereafter.
4. If any easement, covenant, restriction or agreement herein contained, or any part thereof, should be held invalid by any court, such invalidity shall in no way affect any other easement, covenant, restriction or agreement herein contained, or any other part thereof.
5. This document shall be governed by the laws of the Commonwealth of Massachusetts, and shall be specifically enforceable, provided such specific enforcement shall be in addition to and not in lieu of any other rights, remedies and causes of action at law or in equity.
6. The provisions of this document, as amended from time to time, shall run with the land included in the Subdivision Plan and the ANR Plan, and are binding upon the Declarant, its successors, assigns, and representatives, and its successors in title, and their respective successors, assigns, executors, administrators, heirs, and personal representatives.

Executed as a sealed instrument this ____ day of _____, 2018.

Canterbury Street LLC

By: _____
John A. Woodin, Manager

COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, John A. Woodin personally appeared, proved to me through satisfactory evidence of identification, which were MA Driver's 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 as Manager for Canterbury Street LLC, a limited liability company

, Notary Public
My commission expires: