

EASEMENT for
DRAINAGE
And
SEPTIC

THIS EASEMENT AGREEMENT, (the “Easement”) is made and entered into this 3rd day of January, 2019 by and between Halifax Country Club, LLC, a Massachusetts limited liability corporation, with a principal place of business located at 100 Country Club Drive, Halifax, Massachusetts 02338 (hereinafter referred to as “Grantor”) and R & J LLC, a Massachusetts limited liability corporation, with a principal place of business located at 415 Thompson Street, in Halifax, Massachusetts 02338 (hereinafter referred to as “Grantee”);

WHEREAS, Grantor is the fee owner of that certain real property situated in the Town of Halifax, County of Plymouth, Commonwealth of Massachusetts, a parcel adjacent to Grantee’s, known as Assessor’s Map 73, Lot 5, known as 100 Country Club Drive, in Halifax Massachusetts (hereinafter referred to as the “Burdened Parcel”);

WHEREAS, the Grantee is fee owner of that certain real property situated in the Town of Halifax, County of Plymouth, Commonwealth of Massachusetts, found on Assessor’s Map 63, Lot 31 and known as 0 Plymouth Street, Halifax, Massachusetts, consisting of 3.75 acres; and additional land found on Assessor’s Map 63, Lot 6 and known as 314 Plymouth Street, consisting of 3.96 acres. Both lots being the same premises conveyed to Grantee by deed recorded in Book 38017, Page 343 in the Plymouth County Registry of Deeds (together hereinafter referred to as the “Benefitting Parcel”);

WHEREAS, Grantee, in relation to its Comprehensive Permit, requires installation of drainage utilizing Grantor’s land;

WHEREAS, Grantee, in relation to its Comprehensive Permit, requires a, “Septic Easement” also partially utilizing Grantor’s land;

WHEREAS, in relation to drainage as hereinbefore provided, the Grantee has requested and Grantor hereby wishes to grant to Grantee an easement for the installation and maintenance of a drain line, swale, and in the broader sense, any and all land, area and structures required for its drainage, as provided on its plan, entitled, "Easement Plan", prepared for R & J LLC, drawn by Silva Engineering Associates, P.C., dated 12/31/18, a copy of which is attached hereto as **Exhibit A** and made a part hereof (hereinafter referred as "Easement Area"), where it is shown as, "Proposed Drainage Easement (49,738 S.F.)". This plan is hereinafter referred to as the Easement Plan;

WHEREAS, in relation to Grantee's Septic Area as hereinbefore provided, the Grantee has requested and Grantor hereby wishes to grant to Grantee an easement for the construction, maintenance and reservation of land for this use, as provided on the Easement Plan, where it is shown as, "Proposed Septic Easement (6,058 S.F.)";

WHEREAS, Grantor and Grantee desire to clarify the scope and terms of the Easement Areas, and to establish certain covenants and conditions with respect to the Easement Areas and the Burdened Parcel and the Benefited Parcels, for the mutual and reciprocal benefit and complement of the Burdened Parcels and the Benefited Parcel and for the present and future owners thereof, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Hundred (\$100.00) Dollars, cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. **Grant of Easement to the Grantee.** Subject to the terms hereof, Grantors, on behalf of themselves and their successors and assigns grant, assign and convey to Grantee, its successors and assigns:

a.) an easement for the installation and maintenance of a drain line, swale, infiltration area and pond, as provided on the Easement Plan.

Grantees may enter upon the premises of Grantor's for the purposes of installation, maintenance, repair, and replacement of said easement-related infrastructure and/or

improvements and Grantee shall restore the premises of Grantors to the condition said premises were in prior to said entry.

b.) an easement for the construction and maintenance of a septic system and related reserve area, as provided on the Easement Plan.

The Easements granted hereby shall be non-exclusive and perpetual, and shall be appurtenant to and for the benefit of the Benefited Parcel and of Grantee and its successors and assigns and their respective purchasers, contractors, agents, and employees and their respective successors and assigns (collectively the "Permittees").

2. **Indemnification.** Grantee, and its affiliates, directors, officers, employees, agents, representatives, successors and assigns, assumes the risk of and sole responsibility for, and hereby agrees to indemnify and save harmless Grantor, its successors and assigns, from any and all costs (including attorneys' fees and any costs and expenses incurred including also any cost incurred on appeal) and claims for injuries, death, loss or damage of any kind or character, to person or property, by whomever suffered or asserted, resulting from or arising out the use of the Easement Areas by Permittees.

3. **Maintenance.** Grantee covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained, at its expense, all improvements located in the Easement Area in good order, condition and repair. Maintenance shall include, without limitation, maintaining and repairing the stormwater outfall areas/ponds/detention areas, as necessary to maintain the same in a clear and neat condition. If Grantee shall fail to comply with this section, in particular, Grantor may cause such area to be operated and maintained and thus bill Grantee for all costs for said operation and maintenance.

4. **No Right in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Burdened Parcels. No easements, except those expressly set forth in this Easement Agreement shall be implied hereby. Grantee hereby releases and waives any claim that the right of way is a public right of way.

5. **Covenant of Ownership.** Grantor covenants that it is seized of the Easement Area and the remainder of the Burdened Parcels in fee simple.

6. **Term.** The covenants, conditions and restrictions contained in this Easement shall be effective commencing on the date of recordation of this instrument in the office of the Plymouth County Registry of Deeds and shall continue in perpetuity unless modified, amended, canceled or terminated by the written consent of all then record fee owners of the Burdened Parcels and Benefited Parcels, which consent such fee owners may withhold or grant in their respective sole discretions, reasonably or unreasonably exercised, evidenced by a document that has been fully executed and acknowledged by all such fee owners and recorded in the Plymouth County Registry of Deeds.

7. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by Grantee or Grantee's Permittees of any of the terms, covenants, or conditions hereof, then Grantor shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. In any such enforcement action, the prevailing party shall be reimbursed by the breaching party (or the party threatening the breach) for its legal fees and other related costs and expenses incurred in connection with such action (including legal fees, costs and expense of appeal), unless the court or arbitrator determines otherwise.

8. **No Termination for Breach.** No breach hereunder shall entitle Grantor or Grantee to cancel, rescind, or otherwise terminate this Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Burdened Parcels made in good faith for value, but the easements, covenants and conditions hereof shall be binding upon and effective against any owner of the Burdened Parcels covered hereby whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

9. **Amendment.** The terms, provisions and conditions of this Instrument may be modified or amended, in whole or in part, or terminated, only by the written consent of all record fee owners of the Burdened Parcels and the Benefited Parcels, which consent such fee

owners may withhold or grant in their respective sole discretions, reasonably or unreasonably exercised, evidenced by a document that has been fully executed and acknowledged by all such fee owners and recorded in the Plymouth County Registry of Deeds.

10. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property, benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

11. **Separability.** Each provision of this Easement and the application thereof to the Burdened Parcels and the Benefited Parcel are hereby declared to be independent of and severable from the remainder of this Easement. If any provision contained therein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this instrument.

12. **Delegation.** Grantor, Grantor Trust and Grantee may have any or all of its obligations under this Easement performed by, any may grant any or all of its rights under this Easement to, one or more Permittees or other parties.

13. **Nonforfeiture or Reversion.** Any obligations contained herein with regard to the easements granted hereby shall be construed as covenants and not as conditions and any violation of any said covenant shall not result in a forfeiture or reversion of the easements granted herein or the property conveyed hereby.

14. **Notice.** Whenever any notice, demand, request, consent, approval or other communication shall or may be given to either party of the parties by the other, as provided herein or otherwise, it shall be in writing and any law or statute to the contrary notwithstanding, it shall be deemed to have been sufficiently given or served for all purposes on the date of delivery (or refusal) by registered or certified mail, postage prepaid, return receipt requested, or by any recognized overnight mail carrier (public or private) addressed as follows:

(i) If to Grantee at: R & J LLC
415 Thompson St.
Halifax, MA 02335

(ii) If to Grantor at: Halifax Country Club, LLC
415 Thompson St.
Halifax, MA 02335

Or to such other address as the parties may so designate from time to time.

15. **Entire Agreement.** These Easements contain the complete understanding and agreement of the parties thereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

16. **Governing Law.** The laws of the Commonwealth of Massachusetts shall govern the interpretations, validity, performance, and enforcement of this Easement.

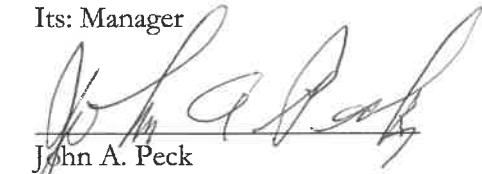
17. **No Joint Venture and No Partnership.** None of the terms and provisions of this Agreement shall be deemed or construed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall it cause the parties hereto to be considered joint ventures or members of any joint enterprise. Each party to this Agreement shall be considered a separate entity and no party hereto shall have the right to act as an agent for any other party hereto unless expressly authorized to do so by written instrument signed by the authorizing party.

18. **Preparation.** Notwithstanding any custom, rule of interpretation or construction, or otherwise, these Easements, nor any portion hereof, shall not be construed more strongly against any party who prepared it.

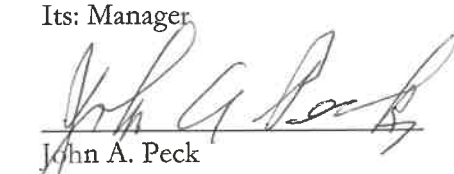
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IN WITNESS WHEREOF, the parties hereunto set their hands and seals. Dated the day and year first above written.

GRANTOR:
Halifax Country Club, LLC
Its: Manager


John A. Peck

GRANTEE:
R&J, LLC
Its: Manager


John A. Peck

GRANTOR'S ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Plymouth

On this 4 of January, 2019, before me, the undersigned notary public, personally appeared the above named John A. Peck, who being affirmed did say he is the Manager of Halifax Country Club, LLC, and that said instrument was signed on behalf of said corporation by authority of its members and said John A. Peck acknowledged said instrument to be the free act and deed of the corporation and is duly authorized by the LLC to execute this document, and proved to me through satisfactory evidence of identification, which was an examination of drivers licenses issued by the Commonwealth of Massachusetts, to be the person whose name is signed on the attached Easement Agreement.



BRITTANY SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires September 4, 2023



Notary Public:

My commission expires: September 4, 2023

GRANTEE'S ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Plymouth

On this 4 day of January, 2019, before me, the undersigned notary public, personally appeared the above named John A. Peck, who being affirmed did say he is the Manager of R & J LLC, and that said instrument was signed on behalf of said corporation by authority of its members and said John A. Peck acknowledged said instrument to be the free act and deed of the corporation and is duly authorized by the LLC to execute this document, and proved to me through satisfactory evidence of identification, which was an examination of drivers licenses issued by the Commonwealth of Massachusetts, to be the person whose name is signed on the attached Easement Agreement.

My Commission Expires September 4, 2023
Commonwealth of Massachusetts
Notary Public

BRITTANY SMITH



BRITTANY SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires September 4, 2023



Notary Public:

My Commission Expires: September 4, 2023