

TRAIL AND UTILITY EASEMENT

The **Stow Municipal Affordable Housing Trust**, established pursuant to G.L.c. 44Section 55C and Article 38 of the May 16, 2005 Annual Town Meeting and Declaration of Trust dated March 22, 2017 and recorded on April 26, 2017 in the Middlesex South District Registry of Deeds in Book 69192 Page 135, as may be amended, and having its offices at 380 Great Road, Stow, Massachusetts 01775 (“Grantor”)

In Consideration of One dollar and Zero cents (\$1.00) receipt of which is hereby acknowledged

Grant To the Town of Stow, a municipal corporation with a mailing address of 380 Great Road, Stow, MA 01775 acting by and through its Conservation Commission for conservation purposes pursuant to G.L. Chpt 40 Sec 8C (“Grantee”),

Grantor hereby grants Grantee the right and easement over and through the Grantor’s property, identified as Lot 1A, for the benefit of Grantee’s property, identified as Parcel A, as shown on a plan entitled, “Plan of Land, Assessors May R-31 Lot 57, 144 Red Acre Road, Stow, Massachusetts, Prepared for: Town of Stow, 380 Great Road, Stow, MA 01775, dated May 10, 2018” drawn by Merrill Engineers and Land Surveyors and recorded in the Middlesex South District Registry of Deeds in Plan Book _____ Page _____. Said easement is marked on said plan and entitled, “Trail and Utility Easement” (“Easement Area”). Said Easement Area is granted for the following purposes:

1. The perpetual and permanent right of way and easement to use said Easement Area for all purposes for which trails are, from time to time, commonly and customarily used in the Town of Stow for conservation, scientific, educational, environmental, ecological, research and recreational purposes, and for the purposes of all types of non-motorized access by the general public, including but not limited to, access by foot, horseback, cross country skiing and non-motorized bicycle. Such rights and easement granted hereby shall include the right of Grantee to regulate, construct, inspect, maintain, install kiosk directory, mark trails and repair trails in the Easement Area and to remove debris, including trash, brush, broken, dead or dying trees or other obstacle to trail use, and shall further include the right of Grantee or its designee, but not the general public, to pass and repass over the Easement Area by motor vehicle for purposes of inspecting and monitoring public use, for construction, maintaining and repairing trails.

Grantor’s property: Lot 1A, Red Acre Road, Stow, Massachusetts 01775
Grantee’s property: Parcel A, Red Acre Road, Stow, Massachusetts 01775

2. The perpetual and permanent right of way and easement and rights of ingress and egress to lay and maintain water service and shall include, without limitation, the right to draw water and the right to enter said easement area to draw water and to install, maintain, repair, replace pipes and apparatus (including excavation to install repair or replace pipes and apparatus), clean and improve all apparatus including pumps, motors, caps, and pipes which are part of the easement area, whether above or below ground. Further Grantee shall have the right of ingress and egress upon such property and easement area for the installation, maintenance, repair, reconstruction and replacement of electrical lines, at Grantee's sole cost and expense, including electric, communication, and intelligence wires, cables, ducts, and facilities, and the right to maintain, repair, reconstruct, and replace as necessary said facilities.

Grantee may grant permission to a public utility company to enter upon said property and easement area way to place, install, repair, or relocate pipes, conduits, and other necessary appurtenances for the transmission of electricity, telephone, water pipes or cable service in accordance with such company or companies regulations, and practices filed with the department of public utilities.

This Easement shall inure to the benefit of and binding on heirs, executors, administrators, successors, future owners, and assignees of each of the parties hereto, and shall further run with the land of each aforementioned lot.

This easement shall be in perpetuity but shall be limited to the purpose and area outlined herein.

For the title to Grantor's property, see the deed from Marilyn E. Kunelius, dated _____ and recorded herewith in the Middlesex South District Registry of Deeds.

For the title to Grantee's property, see the deed from Marilyn E. Kunelius, dated _____ and recorded herewith in the Middlesex South District Registry of Deeds.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

WITNESS our hands and seals on this Trail and Utility Easement on this ____ day of May 2018.

STOW MUNICIPAL AFFORDABLE HOUSING TRUST
BY ITS TRUSTEES:

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of May, 2018, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, _____, _____,

proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as Trustees on behalf of the Stow Municipal Affordable Housing Trust.

Name:
Notary Public
My Commission Expires: