

P1# 05-1104

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PLYMOUTH COUNTY
REGISTRY OF DEEDS
20 DEC 2005 10:46AM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 31937 Pg 284-288

DECLARATION OF EASEMENTS

CLARK ESTATES, PLYMOUTH, MASSACHUSETTS

DECLARATION OF EASEMENTS ("Declaration") made and entered into by **S.A. WEBBY INC.**, a duly organized Massachusetts corporation having its principal place of business at 5 Natalie Way, Plymouth, Massachusetts 02360 ("Webby"), and **PIERRE M. COLL, as Trustee of POND NOMINEE TRUST** under a Declaration of Trust dated May 17, 2001, and recorded with the Plymouth County Registry Deeds (the "Registry") in Book 19864, Page 214, having his principal place of business at 29 Samoset Street, Plymouth, Massachusetts 02360 ("Coll").

WHEREAS, Webby is the owner of certain parcels of land situated on Fairview Lane in Plymouth, Plymouth County, Massachusetts, within the subdivision known as Clark Estates ("Clark Estates"), said parcels being shown as Lots 15-240, 15-241, 15-243, 15-244, 15-245, 15-246, 15-247, 15-248, 15-249, 15-250, 15-251, 15-252 and 15-254 (the "First Webby Lots") on a plan entitled "Plan of Land in Plymouth, Mass. Prepared for S.A. Webby Inc.", dated November 17, 2004, prepared by Webby Engineering Associates, Inc., and recorded with the Registry as Plan No. 1057 of 2004 in Plan Book 49, Page 179 (the "Lot Plan"); and

WHEREAS, Coll is the owner of a certain parcel of land situated on Fairview Lane in Plymouth, Plymouth County, Massachusetts, within Clark Estates, being shown as Lot 15-242 on the Lot Plan (the "Coll Lot"); and

WHEREAS, Webby is also the owner of certain parcels of land situated on Fairview Lane in Plymouth, Plymouth County, Massachusetts, within Clark Estates, said parcels being shown as Lots 15-255, 15-256 and 15-257 (the "Second Webby Lots") on the Lot Plan; and

WHEREAS, Webby and Coll wish to establish mutual access and utility easements for the First Webby Lots and the Coll Lot; and

WHEREAS, Webby wishes to establish mutual access and utility easements for the Second Webby Lots;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Webby and Coll declare and provide as follows:

mailed 8
GEOGAN & GEOGAN, P.C.
379 Union Street
P.O. Box 813
Rockland, MA 02370

1. Webby, as the owner of the First Webby Lots, and Coll hereby agree and declare that the First Webby Lots and the Coll Lot shall be subject to and have the benefit of perpetual non-exclusive easements in common with others entitled thereto in and over the areas designated as "Access and Utility Easement" (collectively, the "First Easement Area") on Lots 15-240, 15-241, 15-242, 15-243, 15-244, 15-245, 15-246, 15-247, 15-248, 15-249, 15-250, 15-251 and 15-252, as shown on a plan entitled "Access & Utility Easement Plan of Land in Plymouth, Mass. Prepared for S.A. Webby Inc", dated July 13, 2005, prepared by Webby Engineering Associates, Inc., to be recorded in the Registry herewith (the "Easement Plan").
2. Webby hereby grants to Coll, his successors and assigns, as appurtenant to the Coll Lot, a perpetual non-exclusive easement to use the First Easement Area on the First Webby Lots, and Coll hereby grants to Webby, its successors and assigns, as appurtenant to the First Webby Lots, a perpetual non-exclusive easement to use the First Easement Area on the Coll Lot for the purposes set forth in Paragraph 4 below.
3. As the owner of the Second Webby Lots, Webby hereby agrees and declares that the Second Webby Lots shall be subject to and have the benefit of perpetual non-exclusive easements in common with others entitled thereto in and over the areas designated as "Access and Utility Easement" (the "Second Easement Area") on the Second Webby Lots, as shown on the Easement Plan, for the purposes set forth in Paragraph 4 below.
4. The First Easement Area and the Second Easement Area shall be used for purposes of ingress and egress and all other purposes for which a driveway is commonly used in the Town of Plymouth, and for the installation, maintenance, repair and replacement of facilities for utilities, including but not limited to water, sewer, electricity, telephone, cable TV and the like. In addition, landscaping may be installed and maintained on those portions of the First Easement Area and the Second Easement Area not devoted to pavement, provided that such landscaping does not interfere with any facilities for utilities or the like, and signage and mailboxes may be installed in such locations as may be approved by Webby, its successors and assigns.
5. Webby specifically reserves to itself and its successors and assigns, and Coll hereby grants to Webby (with respect to the Coll Lot) the right to grant to others easements to use the First Easement Area and the Second Easement Area in common with others entitled thereto for all purposes for which driveways are commonly used in the Town of Plymouth, and for the installation, maintenance, repair and replacement of facilities for utilities, including but not limited to water, sewer, electricity, telephone, cable TV, and the like, and to adjust the layout of the First Easement Area and the Second Easement Area, so long as said adjustment does not preclude or unreasonably interfere with access from the First Webby Lots, the Second Webby Lots and/or the Coll Lot to Fairview Lane.

6. The maintenance and repair of the First Easement Area shall be the joint responsibility of the owners of the First Webby Lots (excluding Lot 15-252, which is designated as an Open Space Lot) and the Coll Lot, with the exception that the owner of any said Lot shall be solely responsible for any installation of utilities for that Lot, and for any repair to the First Easement Area attributable to such installation.
7. The maintenance and repair of the Second Easement Area shall be the joint responsibility of the owners of the Second Webby Lots, with the exception that the owner of any said Lot shall be solely responsible for any installation of utilities for that Lot, and for any repair to the Second Easement Area attributable to such installation.
8. The invalidity of any provision of this Declaration shall not impact or affect the validity or enforceability of the other provisions of this Declaration, and such remaining provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
9. This Declaration shall be binding on and inure to the benefit of the owners of the First Webby Lots, the Second Webby Lots and the Coll Lot, and their respective successors and assigns.
10. This Declaration shall be construed and administered under and in accordance with the laws of the Commonwealth of Massachusetts.
11. The undersigned Trustee of Pond Nominee Trust, referenced above, hereby certifies that said Trust is in full force and effect and has not been altered, amended (except as provided in instruments recorded with the Registry, if any), revoked or terminated; that none of the beneficiaries of the Trust is a corporation; that no person who at any time has been a beneficiary of the Trust has died; that all of the beneficiaries of the Trust are eighteen (18) years of age or older; and that all of the beneficiaries of the Trust have authorized the Trustee to execute, acknowledge, deliver and record this Declaration.

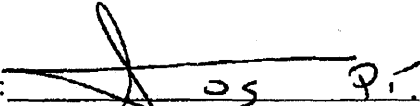
For title to the First Webby Lots and the Second Webby Lots, see deed of Michael H. Vogel, as Trustee of Old Sandwich Trust, dated June 27, 2001, and recorded with the Registry in Book 20095, Page 131.

For title to the Coll Lot, see deed of S.A. Webby Inc. dated December 22, 2004, and recorded with the Registry in Book 29724, Page 55.

Property Address: Lots 15-240, 15-241, 15-242, 15-243, 15-244, 15-245, 15-246, 15-247, 15-248, 15-249, 15-250, 15-251, 15-252, 15-254, 15-255, 15-256 and 15-257, Fairview Lane, Clark Estates, Plymouth, Massachusetts

EXECUTED as a sealed instrument this 19th day of December, 2005.

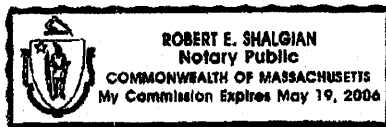
S.A. WEBBY INC.

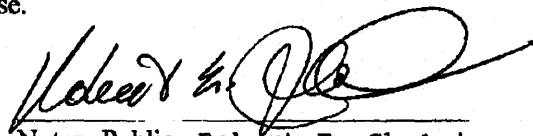
By: 
Stephen A. Webby, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

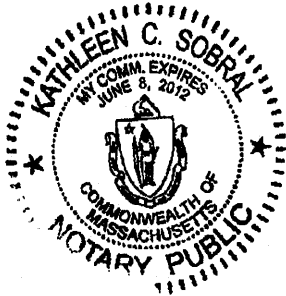
PLYMOUTH, SS.

On this 19th day of December, 2005, before me, the undersigned notary public, personally appeared Stephen A. Webby, President of S.A. Webby Inc., a corporation, 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 preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public Robert E. Shalgian
My commission expires: May 19, 2006

EXECUTED as a sealed instrument this 19th day of December, 2005.



POND NOMINEE TRUST

By: *Pierre M. Coll*
Pierre M. Coll, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 19th day of December, 2005, before me, the undersigned notary public, personally appeared Pierre M. Coll, Trustee of Pond Nominee Trust, a trust, 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 preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kathleen C. Sobral
Notary Public *Kathleen C. Sobral*
My commission expires: *June 8, 2012*

rcb.webby.clark.dcln.easements(2).