

GRANT
OF
EASEMENTS

WHEREAS, RRNIR, LLC, a Massachusetts limited liability company with an address of 20 Beaufort Avenue, Needham, MA 02492 (the "Owner"), is the owner of certain land situated in Needham, Norfolk County, Massachusetts, shown as Lots 1 through 6, inclusive, and London Lane, on Plan entitled "London Lane, Definitive Subdivision Plan," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, consisting of 8 sheets: Sheet 1 of 8, dated June 2, 2016; Sheet 2 of 8, entitled "Existing Conditions Plan of Land," dated October 28, 2013, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; Sheet 3 of 8, entitled "By Right Example of Subdivision Plan of Land," dated March 9, 2015, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; Sheet 4 of 8, entitled "Definitive Subdivision Plan of Land," dated March 9, 2015, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; Sheet 5 of 8, entitled "Proposed Site Plan," dated July 10, 2014, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; Sheet 6 of 8, entitled "Plan and Profile," dated July 10, 2014, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; Sheet 7 of 8, entitled "Detail Sheet," dated July 10, 2014, revised May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016, April 1, 2016 and June 2, 2016; and sheet 8 of 8 entitled "Proposed Roadway Plantings, 1001 & 1015 Central Avenue, Needham, Mass.," dated May 21, 2015, June 21, 2015, October 20, 2015, January 11, 2016; which Sheet 4 shall be recorded herewith, and all of which Sheets are hereinafter referred to as the "Plan";

WHEREAS pursuant to Paragraph 44 of that certain "Definitive Subdivision Decision, 1001-1015 Central Avenue", dated February 9, 2016, recorded herewith) the "Decision"), the Planning Board for the Town of Needham, Massachusetts, required, in pertinent part, that the Owner deliver to the Board, a certain easement, granting to the Town the right to pass on foot or by vehicle over London Lane and access rights over the "Drainage Easement" shown on the Plan;

WHEREAS, the within grant of easement by the Owner is intended to comply with the aforesaid requirement of the Planning Board, as stated in Paragraph 44 of the Decision;

NOW THEREFORE, the Owner hereby grants to the Town of Needham (hereinafter, the "Grantee"), (i) the non-exclusive right and perpetual easement and right of way over London Lane, as shown on the Plan, for the purpose passing on foot or by vehicle, consistent with the manner in which streets and ways are customarily used in the Town of Needham; subject to applicable laws, statutes, rules, regulations, by-laws, and ordinances, and (ii) the non-exclusive right and perpetual easement over, across and

under that portion Lots 1 through 6, inclusive, shown and designated as "Drainage Easement" on the Plan, for the purpose of inspecting or making repairs in the event of an emergency. An emergency shall be defined as the creation of a condition that results or could result in flooding of adjacent properties or overloading of the municipal drainage system or the creation of a condition that is injurious to the public health or safety. Within thirty days of invoice by the Town all costs incurred by the Town of Needham in the event of such emergency shall be paid by the London Lane Homeowners Trust, and if not paid within said thirty days, then such costs shall be assessed against all the Lot owners and shall become a lien on all the Lots in the subdivision which may be collected and enforced in the manner fixed by law for the collection of taxes. All costs shall include, but shall not be limited to, the cost of materials and the salary costs for all employees involved with the emergency actions. Notice of lien shall be recorded in the Norfolk County Registry of Deeds. The said London Lane and Drainage Easement are jointly referred to hereinafter as the "Easement Area".

As a condition of the exercise of the rights granted hereunder, the Grantee shall not act inconsistent with the intent and purpose of this easement nor create any nuisance or commit any act or waste which will be materially harmful or which will substantially interfere with the adjoining land or premises of Owner, its successors and assigns.

Furthermore, Grantee shall provide Owner, its successors and assigns, reasonable notice of the exercise of the rights herein granted. Upon completion of any work which disturbs the surface of the Drainage Easement, Grantee shall promptly regrade, recover, repair, and in connection therewith repave, reloam or reseed the area as needed. Grantee shall not have any obligation to take any further action to revegetate beyond initial reseedling or reloaming.

As a further condition for the exercise of the rights granted hereunder, the Town of Needham and the Owner, its successors and assigns, agree to hold each other harmless and indemnified from all claims, losses or damage for property damage or personal injury or liability, or either, resulting in any way by reason of their own activities within the said Easement Area, or the activities of their respective agents, servants and employees, it being understood that the Town's liability shall not exceed the limit of One Hundred Thousand (\$100,000.00) Dollars per claim, or such other different amount for which the Town may be liable by the provisions of M.G.L.c.258, Sec. 2, at the time of such damage or injury.

The within grant of easement shall be binding upon Owner and all its respective successors and assigns and shall inure to the benefit of the Town of Needham, subject to all the terms and conditions hereof. The burdens and benefits hereof shall run with the aforesaid Lots 1 through 6, inclusive.

For Owner's title see Deeds recorded with Norfolk County Registry of Deeds in Book 32056, Page 495 and Book 33110, Page 2.

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IN WITNESS WHEREOF, the said RRNIR, LLC, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the aforesaid Raphael Nir and Rivka Nir, its Managers, hereto duly authorized, this day of June, 2016.

RRNIR, LLC

RRNIR, LLC

By: _____
Raphael Nir
Manager

By: _____
Rivka Nir
Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

June , 2016

Then personally appeared before me the above named Raphael Nir, Manager of RRNIR, LLC, personally known to me or proved to me through the production of sufficient evidence to be the person whose signature is affixed above, and acknowledged that he signed the foregoing document freely for its stated purpose as Manager of RRNIR, LLC.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

June , 2016

Then personally appeared before me the above named Rivka Nir, Manager of RRNIR, LLC, personally known to me or proved to me through the production of sufficient evidence to be the person whose signature is affixed above, and acknowledged that she signed the foregoing document freely for its stated purpose as Manager of RRNIR, LLC.

Notary Public
My commission expires:

Approved as to Form:

David Tobin
Town Counsel

ACCEPTANCE BY THE TOWN OF NEEDHAM

The foregoing Grant of Access and Drainage Easement hereby is accepted by the Town of Needham, subject to the terms and conditions set forth therein.

TOWN OF NEEDHAM
By Its Board of Selectmen

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

June , 2016

On this ___ day of June, 2016, before me, the undersigned notary public, personally appeared _____, Selectman of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, 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
My commission expires: