

**Lisa Tomyl**

---

**From:** Steve Ledoux  
**Sent:** Wednesday, August 06, 2014 10:39 AM  
**To:** Lisa Tomyl  
**Subject:** FW: Wright Hill  
**Attachments:** Access Easement- Wright Hill (A0269593-3xB0BA5).docx

Let's put this on the agenda for 8/11 under Consent

Steven L Ledoux  
Town Manager  
472 Main Street  
Acton, MA 01720  
Telephone (978) 929-6611

When writing or corresponding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential.

---

**From:** Stephanie B. Dubanowitz [<mailto:sdubanowitz@andersonkreiger.com>]  
**Sent:** Wednesday, August 06, 2014 10:37 AM  
**To:** Steve Ledoux  
**Cc:** Stephen Anderson  
**Subject:** Wright Hill

Good morning Steve,

In connection with the Town's acquisition of the Wright Hill parcel, we have provided for the Conservation Commission to hold the easements being granted on the seller's existing property because Town Meeting approval is not required for the Conservation Commission to hold the easement. Given that the seller is closing on its sale of the property on which the easements will be located this week, we had to negotiate the form of easement in advance of the Town's acquisition. Attached is the form of Access Easement that the seller will be granting to the Conservation Commission. The Commission will be accepting the Easement at its meeting later this month and the Board of Selectmen will need to also approve this Easement pursuant to M.G.L. c. 40 s. 8c. Can you please arrange to have this on the agenda for the next BOS meeting and have the Selectmen execute the approval?

Of course, please call me with any questions.

-Stephanie

Stephanie B. Dubanowitz  
ANDERSON & KREIGER LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141  
t: 617.621.6551  
f: 617.621.6651  
[www.andersonkreiger.com](http://www.andersonkreiger.com)

 Please consider the environment before printing this e-mail.

## ACCESS EASEMENT

This Access Easement ("Easement") is made and entered into as of August \_\_\_\_, 2014 by and between **Wright Hill Association, LLC**, a Massachusetts limited liability company, having a principal place of business located at 3 Gregory Lane, Acton, Massachusetts ("Grantor"), and the **Town of Acton, acting by and through its Conservation Commission**, by authority of M.G.L. Chapter 40, Section 8C, having an address of 472 Main St., Acton, MA ("Grantee").

WHEREAS, Grantor is the owner of a certain land (the "Land") commonly known as 18 Wright Terrace, Acton, Massachusetts shown as "Lot 13" and "Lot 14" on that certain plan (the "Plan") entitled "Plan of Land in Acton, Massachusetts No. 18 Wright Terrace Being a Division of a Portion of Lot A Shown on Land Court Plan 10306A (Creating 2 Lots)" prepared by Stamski and McNary, Inc., dated March 27, 2014 and filed with the Middlesex South Registry District of the Land Court (the "Registry");

WHEREAS, Grantor and the Town of Acton have entered into discussions for the Town of Acton to acquire a portion of the Land shown as Lot 13 on the Plan (the "Future Town Land");

WHEREAS, Grantor is simultaneously herewith conveying a portion of the Land shown as Lot 14 on the Plan ("Lot 14") to a third-party and wishes to grant to Grantee a non-exclusive, perpetual easement appurtenant to the Future Town Land to pass and repass over, across and along a portion of Lot 14 shown as "Proposed Access Easement" on the Plan (the "Easement Area") for the purpose of ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.

NOW, THEREFORE, as a gift for conservation purposes, Grantor grants to Grantee the following:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive right and easement appurtenant to Future Land to pass and repass over, across and along the Easement Area for ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.
2. Grantee shall be entitled to permit its invitees and guests as well as members of the general public on, over and across the Easement Area for access and egress to Future Town Land and for passive recreation.

Property Address: 18 Wright Terrace, Acton, Massachusetts

3. Grantor shall not (i) place nor permit to remain any improvements within the Easement Area, including without limitation sheds and fencing, (ii) pave the land within the Easement Area, or (iii) interfere with Grantee's use of the Easement Area. If Grantor is in violation of this provision, Grantee shall have the right, but not the obligation, upon thirty (30) days' notice to Grantor of a violation, to remedy the violation and receive reimbursement from Grantor.
4. Grantee shall have the right, but not the obligation, to post and maintain notices to users regarding rules for trail use through the Easement Area, including notice that the trail extends through private property and that users should pass through quietly.
5. It is the intention of the parties that, to the fullest extent permitted by law, this Easement constitutes an "interest in land" under Massachusetts General Laws c. 21, § 17c, and that the parties hereto shall be afforded all of the rights, protections, privileges and benefits granted thereunder.
6. Grantor shall not be entitled to relocate the Easement Area without the express prior consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion.
7. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Area that will interfere with the rights of Grantee without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.
8. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. For the avoidance of doubt, this Easement is appurtenant to and shall run to the benefit of the Future Town Land.
9. Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Easement shall survive the transfer.
10. The parties agree that the parties may apply to any court, state or federal, for specific performance of this Easement or an injunction against any violation of this Easement, or for such other relief as may be appropriate, since the amount of damage arising from the default under any of the terms of this Easement would be difficult to ascertain and may not be compensable by money alone.
11. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision impacts the consideration for this Easement, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

12. Grantor warrants and represents that it has the sole and exclusive right to grant the Easement, and that there are no mortgages or encumbrances of record or otherwise on the Easement Area that will negate or negatively impact this Easement.

For Grantor's title see that certain deed dated July 2, 2013, filed in the Registry as Document No. 1645822.

[Signatures to appear on next page.]

WITNESS our hands and seals as of this \_\_\_\_ day of \_\_\_\_\_, 2014

GRANTOR:

WRIGHT HILL ASSOCIATION, LLC

By: \_\_\_\_\_

Name:

Its:

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of Wright Hill Association, LLC and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_ of Wright Hill Association, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**ACCEPTANCE OF EASEMENT**

We, the undersigned, being a majority of the Town of Acton Conservation Commission, hereby certify that at a meeting duly held on \_\_\_\_\_ day of \_\_\_\_\_, 2014, the Commission voted to accept the foregoing Access Easement.

\_\_\_\_\_  
Terry Maitland, Chair

\_\_\_\_\_  
William Froberg

\_\_\_\_\_  
Frances Portante

\_\_\_\_\_  
James Colman

\_\_\_\_\_  
Thomas Arnold

\_\_\_\_\_  
Andy Magee

\_\_\_\_\_  
Amy Green

COMMONWEALTH OF MASSACHUSETTS  
Middlesex, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_ members of the Town of Acton Conservation Commission, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APPROVAL OF EASEMENT

We, the undersigned, being the Town of Acton Board of Selectmen, hereby certify that at a meeting duly held on \_\_\_\_\_ day of \_\_\_\_\_, 2014, the Board voted to approve the foregoing Access Easement to be held by the Town of Acton Conservation Commission.

TOWN OF ACTON  
By its Board of Selectmen

\_\_\_\_\_  
Mike Gowing, Chair

\_\_\_\_\_  
Katie Green, Vice-Chair

\_\_\_\_\_  
Janet Adachi

\_\_\_\_\_  
Peter Berry, Clerk

\_\_\_\_\_  
Franny Osman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_ members of the Town of Acton Board of Selectmen, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: