

**GRANT OF DRAINAGE, INFILTRATION SYSTEM AND TEMPORARY GRADING
AND SLOPING EASEMENT, AND PUBLIC SHADE TREE EASEMENT**

(Vallis Way Lot 5 and Lot 6)

Whereas, Linda C. Vallis of 109 Lowell Street, Lynnfield, Massachusetts (the “Grantor”) for consideration paid and in consideration of One and 00/100 (\$1.00), and other consideration paid to the Grantor, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, hereby grants to *Developer and* the Vallis Way Homeowners’ Association Trust, dated November , 2022 and recorded herewith, and their heirs, assigns, successors in title and grantees, (collectively the “Grantees”), with **QUITCLAIM COVENANTS**, perpetual drainage and infiltration system easements, temporary sloping easement and perpetual public shade tree easement, IN GROSS, across portions of the Grantor’s property shown as Lots 5 and 6 on a plan entitled “Definitive Plan Vallis Way, Lynnfield, Mass.” prepared by Hayes Engineering, Inc. dated April 12, 2021 revised through October 17, 2022, such plan being recorded with the Essex County Southern District Registry of Deeds herewith (the “Plan”) together with the right to locate excavate, install, repair, and maintain and replace (i) subsurface drain pipes and connectors (ii) water detention infiltration collection (iii) a temporary grading and sloping easement and (iv) perpetual public shade tree easement with the right to plant, maintain and replace public shade trees in the following areas (collectively the “Easements”):

- a. The Drainage Easement located on Lot 5 as shown the Plan;
- b. The Drainage Easement located on Lot 6 as shown on the Plan;
- c. The 4-foot-wide and 18-foot-long Infiltration Area located on Lot 6 as shown on the Plan;
- d. The Temporary Grading and Sloping Easement on Lot 6 as shown on the Plan; and
- e. Perpetual Shade Tree Easement on Lot 6 as shown on the Plan.

The purpose of the Drainage easement is to install and maintain, use, repair and replace drainage pipes and water detention infiltration collection systems, in accordance with the requirements of the Lynnfield Planning Board and Lynnfield Department of Public Works. Grantee shall install the drainage pipes and water detention infiltration collection systems at its sole cost and expense. Grantee hereby indemnifies the Grantor from and against any loss, cost, damage, or expense arising from, or relating to such installation and the landscape work hereinafter described and agrees to provide and file a statutory form of lien bond within ten (10) days of a written request from the Grantor in the event a contractor, including any landscaping contractor files such liens on the property of the Grantor.

Following the installation of the drainage pipes and water detention infiltration collection system, the Grantee shall grade, loam and seed all disturbed areas, including and without limitation any and/or replacement of irrigation systems and electrical repairs.

This deed of easement includes the right and obligations of the Grantee, their heirs, assigns, and successors in title to maintain the drainage pipes and water detention infiltration collection systems and to use, maintain, repair and replace said pipes and system, when necessary, and

thereafter restore the area to its former condition within thirty (30) days after the completion of such work at the Grantee's sole cost and expense.

This deed of easement also includes a temporary slope and grading easement to that portion of the Grantor's property as shown on said Plan. All grading pursuant to this slope and grading easement shall be completed within twenty-four (24) months of the date of recording of this grant at Grantee's sole expense in a timely and workmanlike manner. Grantee hereby indemnifies the Grantor from and against any loss, cost, damage, or expense arising from, or relating to such installation and the landscape work hereinafter described and agrees to provide and file a statutory form of lien bond within ten (10) days of a written request from the Grantor in the event a contractor, including any landscaping contractor files such liens on the property of the Grantor.

This deed of easement also includes a perpetual public shade tree easement to that portion of the Grantor's property as shown on said Plan as such or as the temporary slope and grading area shown on the Plan. The purpose of the easement is to allow the Developer to initially plant, maintain and replace public shade trees, and upon acceptance of the street as a public way, to allow the Vallis Way Homeowner's Association to assume all such obligations. Developer shall install, maintain and replace the public shade trees at its sole cost and expense. Grantee hereby indemnifies the Grantor from and against any loss, cost, damage, or expense arising from, or relating to such installation, maintenance and replace the public shade trees and agrees to provide and file a statutory form of lien bond within ten (10) days of a written request from the Grantor in the event a contractor, including any landscaping contractor files such liens on the property of the Grantor.

Prior to the commencement of any work in the easement area, Grantee, shall provide evidence of liability insurance in amounts reasonably acceptable to Grantor and naming Grantor as an additional insured and shall also provide evidence of workers' compensation insurance.

Grantor expressly reserves for herself, her heirs, assigns or successors in title the right to pass and repass over the Easements Areas, including but not limited to the right to construct and maintain paved driveways, construct and maintain walls and to construct and maintain landscaping, and to install, construct and maintain any systems or components related to utilities on or under the Easement Areas, provided none of such activities shall ever interfere with the rights herein granted to the grantees hereof..

These easements shall all be binding and shall inure to the benefit of the parties, their heirs, assigns, successors in title and grantees and shall run with the land owned by the Grantor and Grantees described above.

Executed as a sealed instrument this _____ day of _____, 2022.

Linda C. Vallis

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ___ day of _____, 2022, before me, the undersigned notary public, personally appeared **Linda C. Vallis**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, for its stated purpose, as her free act and deed.

Notary Public
My Commission Expires:

Subordination and Consent

For consideration paid, the (*name of bank*), the present holder of the mortgage of real estate Dated (*date*) and recorded with Essex County Southern District Registry of Deeds in Book Page , and holder of a (*mortgage*) hereby consents to the grant of said Grant of Drainage and Infiltration System Easement and subordinates said security instruments to the Grant of Drainage and Infiltration System easement set forth above and agrees that such Grant of Drainage and Infiltration System Easement shall have the same status, force, and effect as though executed and recorded before the execution and recording of said security instruments.

IN WITNESS WHEREOF, the said (*name of bank*) has caused its corporate seal to be hereto affixed and these presents signed, acknowledged, and delivered in its name and behalf by its duly authorized this day of 2022.

COMMONWEALTH OF MASSACHUSETTS

, ss. 2022

On this day of , 2022 before me, the undersigned notary public personally appeared , proved to me through satisfactory evidence of identification, which was personal knowledge of his/her identity, to be the person whose name is signed on the preceding or attached document and acknowledged the foregoing instrument to be the free act and deed of the (*name of bank*).

, Notary Public
My Commission Expires