

GRANT OF RETAINING WALL EASEMENT

(Vallis Way Lot 5)

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 the Town of Lynnfield, a municipal corporation with an address of 55 Summer Street, Lynnfield, Massachusetts, their heirs, assigns or successors in title and grantees, (collectively the “Grantee”), with **QUITCLAIM COVENANTS**, a perpetual retaining wall easement IN GROSS, over the Grantor’s property shown as Lot 5 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, construct, install, repair, maintain and replace a retaining wall (the “Easement”):

- a. The Retaining Wall Easement located on Lot 5 as shown on the Plan.

The purpose of this perpetual easement is to allow the Grantee to construct, maintain, repair and replace a retaining wall, in accordance with the requirements of the Lynnfield Planning Board and the State Building Code. Grantee shall construct the retaining wall 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 construction of the retaining wall, the Developer shall grade, loam and seed all disturbed areas.

This deed of easement includes the right and obligations of the Grantee, their heirs, assigns, successors in title and grantees to maintain, repair and replace the retaining wall, 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.

Grantor reserves the right pass and repass over the Retaining Wall Easement located on Lot 5, provided such actions do not unduly interfere with the rights and purposes hereby granted.

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 Retaining Wall Easement and subordinates said security instruments to the Grant of Retaining Wall Easement set forth above and agrees that such grant of Retaining Wall 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.

