



## EASEMENT AGREEMENT

**Property: Driveway and walkway easements for benefit of Lot C-1 147 Lowell Street, Arlington, MA Cross reference to:**

- (1) Deed of Grantor recorded with the Middlesex South Registry of Deeds in Book \_\_\_\_\_; Page \_\_\_\_\_; Plan 175 of 2010.
- (2) Deed of Grantee recorded with the Middlesex South Registry of Deeds in Book 50183, Page 208.

William Lester, owner of Lot C-2, 141 Lowell Street, Arlington, Massachusetts, his successors and or assigns hereinafter referred to as "GRANTOR" grants to Jonathan Nyberg, David Dolan and Sara Dolan owners of Lot C-147 Lowell Street, Arlington, Massachusetts, their successors and/or assigns, hereinafter referred to as "GRANTEES" for consideration paid, the receipt of which is hereby acknowledged, an easement for driveway and walkway purposes.

**THE DRIVEWAY EASEMENT** shall include but not be limited to, ingress and egress on foot or with vehicles. Said driveway easement is shown on a Plan of Land entitled "Subdivision Plan of Arlington, Mass" which plan is recorded with the Middlesex South Registry of Deeds as Plan Number 175 of 2010.

GRANTEES and GRANTOR shall split all costs of maintenance and repair of the driveway and abutting stone retaining wall. Said costs shall include ordinary snow removal and keeping the driveway free of ice. In addition, the cost to maintain the pavement shall be shared by both GRANTOR and GRANTEE.

The GRANTEES, their heirs, successors and assigns shall cause no damage to the driveway aside from ordinary wear and tear. If the GRANTEES cause any damage to the property GRANTEES shall restore the driveway to the original condition.

The GRANTOR, his heirs, successors and assigns shall cause no damage to the driveway, except for ordinary wear and tear. If the GRANTOR causes any damage to the property, aside from ordinary wear and tear, the GRANTOR shall restore the driveway to the original condition.

Both GRANTOR and GRANTEES agree that they shall not park in this easement area or obstruct the passage of the other owner over the driveway easement.

The GRANTOR shall maintain insurance on said easement. However, the GRANTEES and their heirs, successors and assigns, agree to hold GRANTOR and his successors and assigns harmless from and against any and all liability for injury or damage to persons or property resulting from their use of the driveway easement created by this conveyance, except that Grantor is responsible for the consequences of its own negligence.

*Jonathan White*  
*Zero Covered Ave*  
*Medford MA 02155*

**THE WALKWAY EASEMENT** shall include but not be limited to as easement for foot passage and any other purpose typically used of walkways over the area marked on the plan referenced herein and recorded herewith as a pathway running from the stairs on Lot C-2 to the boundary line of Lot C-1.

The GRANTEES shall be responsible for maintaining this walkway. The GRANTOR shall maintain insurance on said easement. However, the GRANTEES and their heirs, successors and assigns, agree to hold GRANTOR and its successors and assigns harmless from and against any and all liability for injury or damage to persons or property resulting from their use of this walkway created by this conveyance, except that GRANTOR is responsible for the consequences of its own negligence.

The driveway and walkway easements created by this conveyance are appurtenant to the following parcel of land:

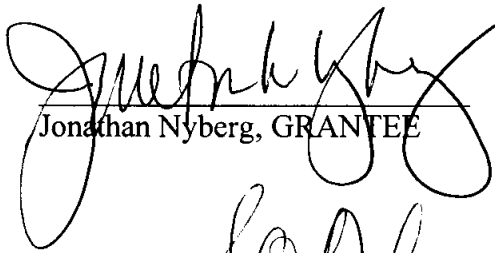
A certain parcel of land with the buildings and improvements thereon situated on 147 Lowell Street, Arlington, MA shown as Lot C-1 on plan referenced herein being a portion of the property conveyed to the Grantee by deed dated September 28, 2007 and recorded with the Middlesex South Registry of Deeds in Book 50183, Page 208.

By acceptance and recording of this easement agreement the GRANTEES and GRANTOR for themselves and for their heirs, successors and assigns, agree to the terms herein described.

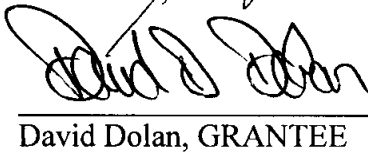
WITNESS the execution hereof under seal this 19<sup>th</sup> day of January, 2010.



William Lester, GRANTOR

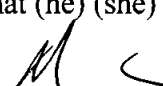
  
Jonathan Nyberg, GRANTEE

  
Sara Dolan, GRANTEE

  
David Dolan, GRANTEE

Commonwealth of Massachusetts  
Middlesex County

On this 19<sup>th</sup> day of March, 2010, before me, the undersigned notary public, personally appeared **William Lester** proved to me through (satisfactory evidence of identification, which were MA driver's license), (personal knowledge) to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires:

Commonwealth of Massachusetts  
Middlesex County



DEBORAH NOWELL

Notary Public

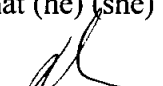
Commonwealth of Massachusetts

My Commission Expires

November 16, 2012

On this 18 day of March, 2010, before me, the undersigned notary public, personally appeared **Jonathan Nyberg, Sara Dolan and David Dolan** proved to me through (satisfactory evidence of identification, which were MA driver's license), (personal

knowledge) to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires:



DEBORAH NOWELL

Notary Public

Commonwealth of Massachusetts

My Commission Expires

November 16, 2012