

LAND SUBDIVISION - FORM J

Grant of Utility and/or Drainage Easement

_____ (the Grantor) having an address of _____
for consideration of less than One Hundred and 00/100 (\$100.00) Dollars, does hereby give, grant, transfer and deliver unto THE TOWN OF MEDWAY, a municipal corporation in Norfolk County, Massachusetts, with a mailing address at Town Hall, 155 Village Street, Medway, Massachusetts 02053, acting by and through its Select Board (the Grantee), the perpetual non-exclusive rights and easements in, through and under the following described areas (collectively, the Easement Area).

The Easement Area is shown as _____
_____ on a plan entitled _____ in Medway, Massachusetts, dated _____, last revised _____ prepared by _____, which plan is recorded in Plan Book _____ of _____ Plan # _____, (the Plan). The Easement Area crosses _____ (list lots and parcel numbers) _____ as shown on the Plan.

Such easement is for the following purposes: to construct, inspect, repair, replace, operate and forever maintain water mains, sewer mains, and stormwater drainage system along with any walls, manholes, pipes, conduits, gates, drainage easements and other appurtenances related thereto within the Easement Area, and to do all acts incidental thereto, including the right to pass along and over the Easement Area for the aforesaid purpose. All _____ and the appurtenant equipment presently located in the Easement Area shall be owned by the Grantee.

The Grantor warrants that the aforesaid easements are free and clear of all liens or encumbrances, that it has good title to transfer the same, and will defend the same against claims of all persons.

In the exercise of rights hereunder, the Grantee shall take all reasonable steps necessary to preserve the use of the Easement Area by the Grantor for any and all purposes not inconsistent herewith. The Grantee, by acceptance hereof, agrees to restore and repair any portion of Grantor's land disturbed by the work described above to substantially its former condition after completion of such work, including, without limitation, the restoration of any landscaped, seeded, loamed, graded or other area which has been damaged, destroyed or disturbed as a result of such work. The Grantor and others to whom the Grantor may grant rights shall have the right to fully use and enjoy the surface and subsurface of the Easement Area for any use which does not unreasonably interfere with the exercise by the Grantee of the rights granted herein.

The rights, benefits, obligations and burdens herein shall run with the land and shall be binding on the respective heirs, successors, and assigns of Grantor and Grantee.

Being a portion of the premises conveyed to Grantor by deed of _____ dated _____ and recorded in Norfolk County Registry of Deeds, Book _____, Page _____, or under Certificate of Title No. _____ registered in Norfolk County District of the Land Court, Book _____, Page _____.

And (to be completed if a mortgage exists) _____

the present holder of a mortgage on the above described land, which mortgage is dated _____, and recorded in said Deeds, Book _____, Page _____, for consideration paid, hereby releases unto the Town forever from the operation of said mortgage the rights and easements hereinabove granted and assents thereto.

IN WITNESS WHEREOF, the said _____ has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____, its _____, this _____ date of _____, 20__.

OWNER

Signature _____ Date _____

By: _____

Its: _____
Duly Authorized

Executed under seal this _____ day of _____, 2____.

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, _____

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____

proved to me through satisfactory evidence of identification, which was _____

_____ to be the person(s) whose name(s) are signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily and for its stated purpose.

Notary Public
My commission expires:

MORTGAGEE

Signature

Date

By: _____

Its: _____
Duly Authorized

Executed under seal this _____ day of _____, 2____.

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____,

On this _____ day of _____, before me, the undersigned notary public,
personally appeared _____

proved to me through satisfactory evidence of identification, which was _____

_____,
to be the person(s) whose name(s) are signed on the preceding or attached document, and
acknowledged to me that ____ signed it voluntarily and for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE OF EASEMENT

On this _____ day of _____, 2025, the Town of Medway, acting by and through its Select Board pursuant to the authority set forth in Article 3, Section 3.4(b) of the town's General Bylaws, G.L. c.83, and any other authority hereto appertaining, hereby accepts the foregoing grant of Drainage Easement for its stated purposes.

TOWN OF MEDWAY
By its Select Board

, Chair

, Vice Chair

, Clerk

, Member

, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, member of the Medway Select Board, as aforesaid, who 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 s/he signed it voluntarily for its stated purpose on behalf of the Town of Medway.

Notary Public
My Commission Expires: