LAND SUBDIVISION - FORM K

Grant of Trail Easement

_____, of _____
(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 Trail Easement Area).

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

The Trail Easement Area is created by the Grantor so as to enable members of the public, in common with the Grantor, to use such Trail Easement Area for passive uses, including without limitation, to pass and repass over the Trail Easement Area by foot or on skis. The use of motorized vehicles is specifically prohibited. Grantor assumes no responsibility for the perpetual maintenance of the Trail Easement Area.

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 Trail Easement Area for any use which does not unreasonably interfere with the exercise by the Grantee of the rights granted herein.

The Grantee, by acceptance hereof, agrees to assume all risks related to or arising from the exercise by Grantee of the rights granted herein, and does hereby release and indemnify the Grantor and Grantor's successors and assigns from any and all claims, costs, causes of action and other liabilities that arise from or are related to the use of the Trail Easement Area by Grantee or others acting through Grantee.

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.

The Grantor warrants that the aforesaid easement is 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.

For Grantor's title see deed from _____
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 form 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

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 above document, and acknowledged to me that they 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 _____, 20__, 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 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: