

LAND SUBDIVISION – FORM M

Grant of Road Easement

Planning & Economic Development Board – Town of Medway, MA

EASEMENT

_____ [owner] having an address of _____ hereinafter referred to as "Grantor", for consideration of less than One Hundred and 00/100 (\$100.00) Dollars, in consideration of the Town of Medway accepting the premises described herein as public ways, does hereby grant, transfer and convey to

the Town of Medway, having a mailing address of 155 Village Street, Medway, Massachusetts, acting by and through its Select Board (the Grantee), the perpetual non-exclusive rights and easements for purposes of a public way in, through and under the following described areas (collectively, the Easement Area): the private road(s) known as _____.

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). Said road(s) as shown on the Plan shall together be referred to herein as the "Easement Area", and;

WHEREAS

The Grantor has agreed to grant a perpetual right and easement to the Grantee and to the general public for the right to use the Easement Area on the following terms and conditions.

NOW THEREFORE:

1. Grantor hereby grants to Grantee, its heirs, successors and assigns, and to the general public, the perpetual right and easement, in common with others, to access and egress, pass and repass, over, upon and through, by foot or by motor vehicle, and for all purposes for which a public way may be used, the way known as _____ as shown on the Plan.
2. Grantor hereby grants to Grantee, its heirs, successors and assigns, the perpetual right and easement to all drainage, utility, or other easements associated with _____ as shown on the Plan.
3. At all times, the Grantor, or its successors and assigns, at its sole cost and expense, shall be solely responsible for the construction, maintenance, and repair or replacement of the Easement Area.
4. If the Grantee breaches any term of this agreement then Grantor shall be entitled to take

such action, at law or in equity, that is necessary to enforce this agreement.

For Grantor's title, see Deed dated ____ recorded in said Registry at Book ____ Page ____.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this easement deed on the day, month and year written hereinbelow.

GRANTOR

By:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 20 , before me, the undersigned Notary Public, personally appeared _____, 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 he signed it voluntarily for its stated purpose on behalf of the ____.

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 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:

EXHIBIT A

STREET ACCEPTANCE PLAN