

EASEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of September, 2021, by and between **EDWIN A. MURRAY JR. AND CAROLINE D. MURRAY**, of P.O. 208, 111 Stroheker Road, Ashfield, Massachusetts (hereinafter collectively referred to as the "**MURRAYS**"); and the **TOWN OF BUCKLAND**, a body politic and being a municipal corporation located at 17 State Street, Shelburne Falls, Franklin County, Massachusetts, acting by and through its Board of Selectmen, (hereinafter referred to as "**TOWN**").

WHEREAS, the **MURRAYS** are the owners of a parcel of land, located in the Town of Buckland known and designated as 4 Norman Road, Buckland, Franklin County, Massachusetts (the "**MURRAY Property**"). See Franklin County Registry of Deeds, Book 06260, Page 226. Said parcel is shown as "Parcels One and Two" on a Plan made a part hereof as Exhibit "A" ("Red Gate Survey");

WHEREAS, the **MURRAYS** are the owners of a parcel of land, located in the Town of Buckland known and designated as Assesors Map 7, Lot 47, Cemetery Road, Buckland, Franklin County, Massachusetts (the "**Bee Pasture**"). See Franklin County Registry of Deeds, Book 05261, Page 279. Said parcel is shown as "2.004 Acres" on a plan made part hereof as Exhibit B (the "**Bee Pasture Survey**"). See Franklin County Registry of Deeds, Plan Book 107, Page 61;

WHEREAS, the **TOWN** is the owner of a parcel of land, located in the Town of Buckland known and designated as **Cemetery Road**, Buckland, Franklin County, Massachusetts. [See Franklin County Registry of Deeds, Plan Book 107, Page 61.] Said parcel is shown as "**Cemetery Road**" on the Red Gate Survey.

WHEREAS, RED GATE FARM wishes build a septic system, including a leach field located on the Bee Pasture, and will require:

1. a sewer force main under **Cemetery Road**

WHEREAS, the **TOWN** wishes to grant to **THE MURRAYS** an Easement for the for the purposes of constructing, erecting, and maintaining, a sewer force main and for all structures and activities incidental and related thereto as may be needed to construct and maintain said septic system and all structures incidental and related thereto, as shown on [Exhibit C] within Area No. 1 [TO BE PROVIDED];

NOW THEREFORE, in consideration of the foregoing, One Dollar (\$1.00) paid herewith and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the **TOWN**, the parties agree and **the TOWN** grants the following rights and easements:

1. The **TOWN** does hereby give, grant, bargain, sell and convey to **THE MURRAYS**, its successors and assigns an easement over, under and through the land designated **as**

[Area No. 1] shown in Exhibit C, attached hereto and made a part hereof, for the purposes of constructing, erecting, maintaining, replacing the sewer force main and for all structures and activities incidental and related thereto as may be needed to construct and maintain said sewer force main and all structures incidental and related thereto as shown on Exhibit "A" within Area No. 1, including the right to clean, repair, replace, improve said sewer force main (within Area No. 1), and to care for said sewer force main, together with the exclusive right of access and egress to said sewer force main and any need to enlarge the proposed structure within the desired easement shall trigger negotiations between the parties; for said purposes,

This Easement is executed and delivered and is granted upon the following conditions:

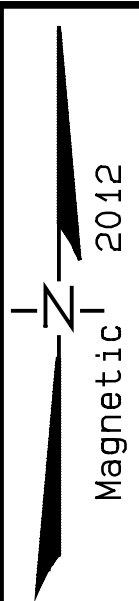
1. **THE MURRAYS** reserve the right, for themselves and their successors and assigns, to use the land within [Area No. 1] as shown on Exhibit "A" for any use and purpose, provided such uses and purposes shall not in any way impair or interfere with the **TOWN's** construction, use and maintenance of the road and any of its supporting structures incidental and related thereto or the **TOWN'S** access and egress to said road. **THE MURRAYS**, for themselves and their successors and assigns, covenants and agrees that no structures or other improvements shall be erected or installed within the limits of Area No. 1 which will in any way impair or interfere with the **TOWN's** construction, use and maintenance of the road within said Area No. 1 as shown on Exhibit "A".

2. The **MURRAYS**, by acceptance hereof, covenants for itself and its successors and assigns that following any excavation, construction, repairs, maintenance or other work by the **MURRAYS** on or in said "Area No. 1", the **MURRAYS** will promptly backfill any trench or excavation; remove all debris, surplus material and construction equipment, and restore and leave Area No. 1 in a neat and presentable condition as closely resembling the original condition existing before such work as is reasonably possible.

3. The **MURRAYS**, by acceptance hereof, agrees to indemnify and hold harmless **THE TOWN** for any damage or injury that may result from the construction, erection, maintenance, work on other structures, and/or other activities involved in the project described in this EASEMENT AGREEMENT.

This Easement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]



Alyn M. Coler-Thayer &
Clifford M. Thayer, JR.
Deed Bk. 3167, Pg. 264

John F. Organ
Deed Bk. 2638, Pg. 135

Walter J. Popper &
Dorothy Fleet Hill
Deed Bk. 1478, Pg. 319
(See exception)
Plan Bk. 46, Pg. 83

(Tie Course only)
N06°11'37"E, 591.00'

Edwin A. Murray, Jr. & Caroline D. Murray

Deed Bk. 6260, Pg. 226
PARCELS ONE and TWO

(PARCEL TWO being the discontinued location of
Cemetery Road shown in Plan Bk. 72, Pg. 100)

66.3 Acres+-

Premises subject to spring rights
per deed Bk. 1502, Pg. 296

For Registry Use

Dana M. Clark,
Brian E. Clark,
& Aaron W. Clark
Deed Bk. 1752, Pg. 312

Cemetery Road
A 1989 Town Relocation
See Plan Bk. 72, Pg. 100

Apple Valley Road
A Town Way, 2 rods wide

Norman Road
A Town Way, 2 rods wide

Nicholas Warren
Deed Bk. 1849, Pg. 180
(See exception)

Jason Powers
Deed Bk. 3452, Pg. 198

property corner location per
Nicholas Warren. Agreement
recommended between Powers
& Warren

This survey was prepared without the benefit of a
title report and is subject to any and all rights
and encumbrances that such a report may disclose

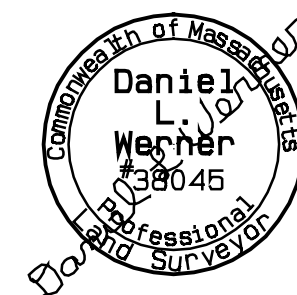
Symbol	Description
⊙	tree in wire fence line
△	unmonumented point
□	stone bound found
●	iron pipe found
⊗	fence post in wire fence line
○	iron pipe set
▬▬▬	stone wall
— · — ·	center of brook
— X —	wire fence line

I hereby report that this plan has been prepared
in conformity with the rules and regulations of
the Registers of Deeds of the Commonwealth of
Massachusetts.

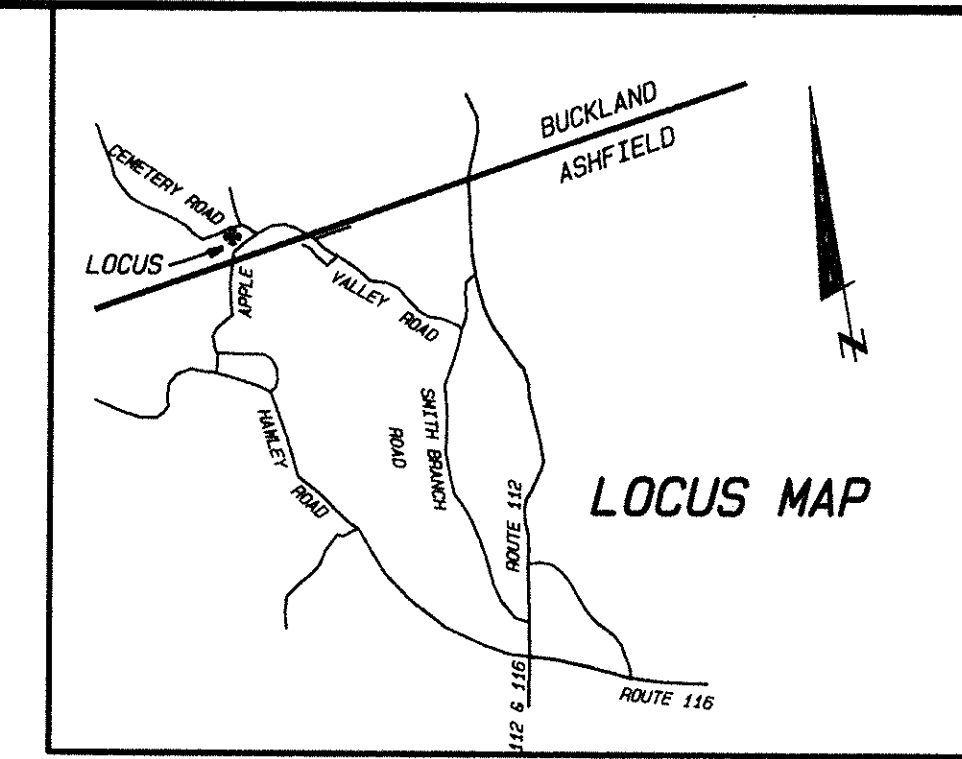
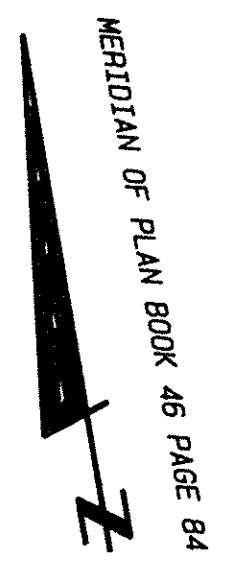
I further report that the lines of streets and ways
shown are those of public or private streets or ways
already established and that no new lines for
the division of existing ownership or for new
streets or ways are shown

Daniel L. Werner December 27, 2012
Professional Land Surveyor Date

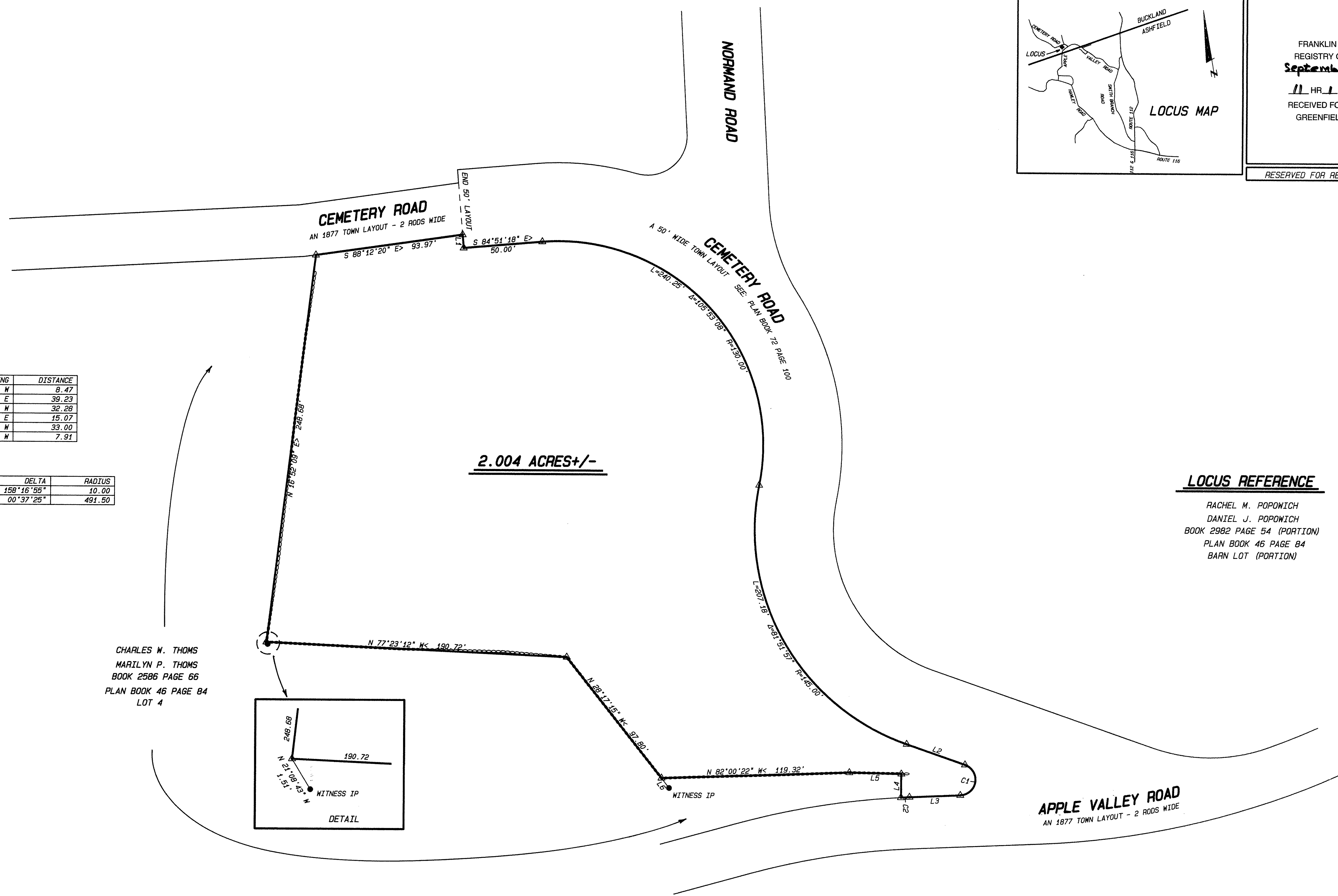
SCALE 1"=150'
0 150 300



Plan of Land
prepared for
Edwin A. Murray, Jr.
& Caroline D. Murray
located in
Buckland, Massachusetts
Daniel L. Werner, P.L.S., 225 Shelburne Line Road,
Colrain, Massachusetts
Scale : 1" = 150' Date : December 27, 2012



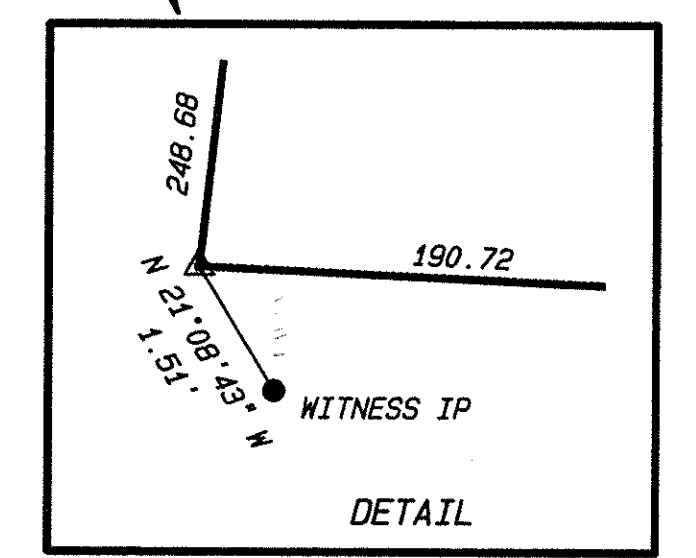
FRANKLIN COUNTY
 REGISTRY OF DEEDS
September 12, 2001
 11 HR 1 MIN 10 M
 RECEIVED FOR RECORD
 GREENFIELD, MASS.
 RESERVED FOR REGISTERS USE



LINE	BEARING	DISTANCE
L1	S 05°08'42" W	8.47
L2	S 60°50'07" E	39.23
L3	N 82°33'12" W	32.28
L4	N 10°28'04" E	15.07
L5	N 78°48'29" W	33.00
L6	N 27°38'29" W	7.91

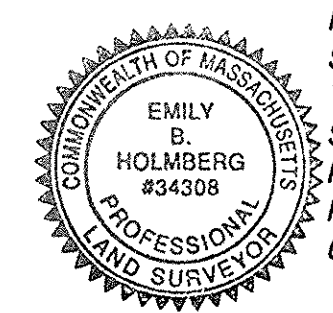
CURVE	ARC	DELTA	RADIUS
C1	27.63	158°16'55"	10.00
C2	5.35	00°37'25"	491.50

CHARLES W. THOMS
 MARILYN P. THOMS
 BOOK 2586 PAGE 66
 PLAN BOOK 46 PAGE 84
 LOT 4



LOCUS REFERENCE
 RACHEL M. POPOWICH
 DANIEL J. POPOWICH
 BOOK 2982 PAGE 54 (PORTION)
 PLAN BOOK 46 PAGE 84
 BARN LOT (PORTION)

- LEGEND**
- ▲ UNMONUMENTED POINT
 - IRON PIN SET
 - STONEMALL



I REPORT THAT THIS PLAN SHOWS THE PROPERTY LINES OF EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. ALSO, I REPORT THAT THIS PLAN AND SURVEY CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. FURTHERMORE, I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED: *E. B. Holmberg*
 DATE: *Sept 6, 2001*

FEET 0 30 60 90
 METERS 0 10.8 21.6 32.4

E. B. HOLMBERG & ASSOCIATES
 LAND SURVEYORS

37 DAMON POND ROAD CHESTERFIELD, MASS. (413) 296-4525
 87 UNION STREET EASTHAMPTON, MASS. (413) 529-1700

SCALE: 1" = 30'

PLAN OF LAND IN
BUCKLAND, MASSACHUSETTS
 OWNED BY
RACHEL M. POPOWICH
 AND
DANIEL J. POPOWICH

SEPTEMBER 6, 2001
 SHEET 1 OF 1