

RECIPROCAL ACCESS AND UTILITY EASEMENTS

This Agreement, made and entered into this ____ day of _____, _____ by and between **SALVATORE GIORDANO, TRUSTEE OF OX POND KNOLL NOMINEE TRUST** u/d/t dated May 2, 1998, and recorded in the Dukes County Registry of Deeds in Book 729, Page 92 having an address of 31 Peachcroft Drive, Bernardsville, NJ 07924 (the "Trust") and _____ having an address of _____ ("_____").

WHEREAS, the Trust is the owner of Lot 2 ("Lot 2 Owner") on a certain plan entitled "Plan of Land in Edgartown, Mass. Surveyed for Julie Bokar, Trustee Ox Pond Knoll Nominee Trust August 21, 2015 Scale: 1 inch = 30 feet Vineyard Land Surveying & Engineering, Inc." and recorded with the Dukes County Registry of Deeds in Plan Book 18, Page 30 (the "Recorded Plan"); and

WHEREAS, the Trust is the owner of Lot 3 on the Recorded Plan ("Lot 3 Owner"); and

WHEREAS, _____ is the owner of Lot 4 on the Recorded Plan pursuant to a deed from the Trust dated _____ and recorded herewith ("Lot 4 Owner"); and

WHEREAS, Lot 2, Lot 3 and Lot 4 on the Recorded Plan have shared access, utility lines and wastewater lines; and

WHEREAS, the parties (the "Lot Owners") desire to enter into a written agreement concerning the location of the aforesaid easements, the rights, allocation of the responsibilities, notice, permitted and prohibited activities and other related matters.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the receipt and sufficiency of which is hereby mutually acknowledged, the parties as appurtenant to their respective Lots, hereby agree with each other and grant to each other, for the benefit of the Lots, collectively and individually, for themselves, successors, assigns and the occupants thereon from to time, the following easements and agreements:

1. **GRANT OF ACCESS EASEMENT FROM LOT 2 TO LOT 3 AND LOT 4**: The Lot 2 Owner hereby grants to the Lot 3 Owner and the Lot 4 Owner, with quitclaim covenants, a non-exclusive, perpetual right and easement, appurtenant to their respective lots, over and across the "Proposed Driveway" as it crosses Lot 2 in the area shown as "Access Easement 15' Wide" on the plan entitled "Utility Plan in Edgartown, Mass. Prepared for S. Giordano Jr. Trustee Scale 1" = 30' August 4, 2017 Vineyard Land Surveying & Engineering, Inc. 12 Cournoyer Road, P.O. Box 421 West Tisbury, MA 02575 P 508-693-3774 F 508-629-0440" attached hereto as Exhibit A (the "Utility Plan"). Such right and easement over Lot 2 shall be utilized for all purposes in which roads are used in the

Town of Edgartown by the Lot 3 Owner and the Lot 4 Owner, their guests and invitees, lessees, tenants and other occupants and/or visitors, excepting that no vehicles may be parked in or on the Access Easement and no use of the access easement made be granted to the general public for any purpose.

2. GRANT OF ACCESS EASEMENT FROM LOT 3 TO LOT 2 AND LOT 4: The Lot 3 Owner hereby grants to the Lot 2 Owner and the Lot 4 Owner, with quitclaim covenants, a non-exclusive, perpetual right and easement, appurtenant to their respective lots, over and across the "Proposed Driveway" as it crosses Lot 3 as shown on the Utility Plan. Such right and easement over Lot 3 shall be utilized for all purposes in which roads are used in the Town of Edgartown by the Lot 2 Owner and the Lot 4 Owner, their guests and invitees, lessees, tenants and other occupants and/or visitors, excepting that no vehicles may be parked in or on the Access Easement and no use of the access easement made be granted to the general public for any purpose.
3. UTILITY EASEMENT FROM LOT 2 TO LOT 3 AND LOT 4 FOR CONNECTION TO TRANSFORMER ON LOT 2: The Lot 2 Owner hereby grants to the Lot 3 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right and easement to tie-in, connect and otherwise access the electric transformer and any other utility pad (including telephone, cable or other such services) located on Lot 2 for the purpose of enabling the Lot 3 Owner and the Lot 4 Owner to obtain electric service and other utilities from said transformer and utility pad(s) to Lot 3 and Lot 4 and to install, keep, maintain, repair, replace, improve or upgrade underground utility cables, lines, conduit and other apparatus, and to install, keep, maintain, repair, replace, improve or upgrade such additional underground cables, lines and apparatus necessary to provide electricity, as well as communications, media, and intelligence services, such as telephone, television, and internet services (collectively, the "Utilities") from said transformer across Lot 2 to Lot 3 and Lot 4 in the location shown as "Proposed Electric Line" on the Utility Plan.
4. UTILITY EASEMENT FROM LOT 3 TO LOT 2 AND LOT 4 FOR CONNECTION TO TRANSFORMER ON LOT 3: The Lot 3 Owner hereby grants to the Lot 2 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right and easement to tie-in, connect and otherwise access the electric transformer and any other utility pad (including telephone, cable or other such services) located on Lot 3 for the purpose of enabling the Lot 2 Owner and the Lot 4 Owner to obtain electric service and other utilities from said transformer and utility pad(s) to Lot 2 and Lot 4 and to install, keep, maintain, repair, replace, improve or upgrade underground utility cables, lines, conduit and other apparatus, and to install, keep, maintain, repair, replace, improve or upgrade such additional underground cables, lines and apparatus necessary to provide electricity, as well as communications, media, and intelligence services, such as telephone, television, and internet services (collectively, the "Utilities") from said transformer across Lot 3 to Lot 2 and Lot 4 in the location shown as "Proposed Electric Line" on the Utility Plan.

5. UTILITY EASEMENT FOR UTILITIES TO CROSS LOT 2 TO LOT 3 AND LOT 4:
The Lot 2 Owner hereby grants to the Lot 3 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right an easement on Lot 2 to install, keep, maintain, repair, replace, improve or upgrade underground utility cables, lines, conduit and other apparatus, and to install, keep, maintain, repair, replace, improve or upgrade such additional cables, lines and apparatus necessary to provide electricity, as well as communications, media, and intelligence services, such as telephone, television, and internet services (collectively, the “Utilities”) to Lot 3 and Lot 4 in the location shown as Proposed Electric Line on the Utility Plan.
6. UTILITY EASEMENT FOR UTILITIES TO CROSS LOT 3 TO LOT 2 AND LOT 4:
The Lot 3 Owner hereby grants to the Lot 2 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right an easement on Lot 3 to install, keep, maintain, repair, replace, improve or upgrade underground utility cables, lines, conduit and other apparatus, and to install, keep, maintain, repair, replace, improve or upgrade such additional cables, lines and apparatus necessary to provide electricity, as well as communications, media, and intelligence services, such as telephone, television, and internet services (collectively, the “Utilities”) to Lot 2 and Lot 4 in the location shown as Proposed Electric Line on the Utility Plan.
7. EASEMENT FOR WASTEWATER LINE TO CROSS LOT 2 TO LOT 3 AND LOT 4:
The Lot 2 Owner hereby grants to the Lot 3 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right an easement on Lot 2 to install, keep, maintain, repair, replace, improve or upgrade underground wastewater lines as necessary to provide wastewater service to Lot 3 and Lot 4 in the location shown as Proposed Sewer Line on the Utility Plan.
8. EASEMENT FOR WASTEWATER LINE TO CROSS LOT 3 TO LOT 2 AND LOT 4:
The Lot 3 Owner hereby grants to the Lot 2 Owner and the Lot 4 Owner, with quitclaim covenants, the non-exclusive, perpetual and appurtenant right an easement on Lot 3 to install, keep, maintain, repair, replace, improve or upgrade underground wastewater lines as necessary to provide wastewater service to Lot 2 and Lot 4 in the location shown as Proposed Sewer Line on the Utility Plan.
9. INDEMNIFICATION: a. Entry by the Lot 3 Owner on to Lot 2 for access or for the installation of said Utilities shall be at the sole risk of the Lot 3 Owner, and the Lot 3 Owner on behalf of himself/herself/itself, his/her/its successors, assigns and all others entering Lot 2 for the purposes authorized herein, hereby indemnifies and hold harmless the Lot 2 Owner, their heirs, successors and assigns from and against any and all loss, cost, expense, fee (including reasonable attorney fees) or damage to person or property arising out of or resulting from the rights and easements granted herein, except such as arise out of the negligent acts of the Lot 2 Owner, their heirs, successors, assigns, agents and employees. b. Entry by the Lot 2 Owner on to Lot 3 for access or for the installation of said Utilities shall be at the sole risk of the Lot 2 Owner, and the Lot 2 Owner on behalf of himself/herself/itself, his/her/its successors, assigns and all others entering Lot 3 for the purposes authorized herein, hereby indemnifies and hold harmless the Lot 3

Owner, their heirs, successors and assigns from and against any and all loss, cost, expense, fee (including reasonable attorney fees) or damage to person or property arising out of or resulting from the rights and easements granted herein, except such as arise out of the negligent acts of the Lot 3 Owner, their heirs, successors, assigns, agents and employees. c. Entry by the Lot 4 Owner on to Lot 2 for access or for the installation of said Utilities shall be at the sole risk of the Lot 4 Owner, and the Lot 4 Owner on behalf of himself/herself/itself, his/her/its successors, assigns and all others entering Lot 2 for the purposes authorized herein, hereby indemnifies and hold harmless the Lot 2 Owner, their heirs, successors and assigns from and against any and all loss, cost, expense, fee (including reasonable attorney fees) or damage to person or property arising out of or resulting from the rights and easements granted herein, except such as arise out of the negligent acts of the Lot 2 Owner, their heirs, successors, assigns, agents and employees. d. Entry by the Lot 4 Owner on to Lot 3 for access or for the installation of said Utilities shall be at the sole risk of the Lot 4 Owner, and the Lot 4 Owner on behalf of himself/herself/itself, his/her/its successors, assigns and all others entering Lot 3 for the purposes authorized herein, hereby indemnifies and hold harmless the Lot 3 Owner, their heirs, successors and assigns from and against any and all loss, cost, expense, fee (including reasonable attorney fees) or damage to person or property arising out of or resulting from the rights and easements granted herein, except such as arise out of the negligent acts of the Lot 3 Owner, their heirs, successors, assigns, agents and employees.

10. ADDITIONAL UTILITY CONNECTIONS: There shall not be any other connections to the transformer located on Lot 2 and Lot 3 unless said connection is by the unanimous written agreement of the Lot 2 Owner, the Lot 3 Owner and the Lot 4 Owner.

11. UPGRADES, IMPROVEMENTS OR ADDITIONAL UTILITY ACCESS: Should the shared Utilities, but not any Utility serving solely one Lot, require maintenance and/or repair and there is any cost associated with said work, the cost shall be divided equally between the Lot 2 Owner, the Lot 3 Owner and the Lot 4 Owner. Should any party be unwilling or unable to pay for said cost then any other Lot owner or owners may pay all of said cost and be entitled to reimbursement from the non-paying owner plus interest at the rate of ten percent (10%) per annum on all outstanding amounts until such monies are repaid.

12. DRIVEWAY MAINTENANCE: Each Lot Owner shall pay an equal share for the maintenance and improvement for the shared driveway access to the Lots, including, without limitation, snow plowing. A majority of the three (3) Lot Owners, with each Lot Owner having one (1) vote, shall determine the budget, maintenance plan and/or any alteration to the driveway surface which is presently pea stone. Upon determination of said budget each Lot Owner shall contribute their equal share within thirty (30) days. Should any party be unwilling or unable to pay for said cost then any other Lot Owner or Owners may pay all of said cost and be entitled to reimbursement from the non-paying Lot Owner or Owners plus interest at the rate of ten percent (10%) per annum on all outstanding amounts until such monies are repaid. No Lot Owner shall alter the location or surface of the shared driveway without a majority vote of the Lot Owners. If a Lot Owner is current on any payments under this Agreement then upon the request of said

Lot Owner a Certificate of No Lien shall be executed in the presence of a Notary Public by the two (2) Lot Owners.

13. NOTICE: The installation and maintenance of any Utilities shall be subject to the following terms and conditions: a) the Lot Owner proposing such work shall provide at least two (2) weeks written notice to the other Lot Owners prior to the installation and/or maintenance of any utilities in said area, except for an emergency in which case no notice shall be required; b) the Lot Owner proposing such work shall ensure that all other Lot Owners have access to and from their respective Lots during any such installation and/or maintenance; c) other than in an emergency, no such work shall take place between May 15 and October 15 of each year; and, d) any area that is disturbed by said installation and/or maintenance shall be promptly restored to its original condition by the Owner proposing such work.
14. COSTS AND FEES: If any dispute arises in connection with this Agreement the parties shall first seek to resolve such dispute in mediation by a mediator on Martha's Vineyard qualified and acting under a mediation program approved by the District Court of Edgartown. If such mediation is unsuccessful then any party to this Agreement may seek immediate relief in the forum of its choosing. Should any party initiate legal action to enforce this Agreement (including the collection of monies due under this Agreement) then the unsuccessful party or parties (whether the party initiating said action or party defending against said action) in said legal action shall be liable to the successful party or parties for their reasonable legal costs and expenses.
15. RUNNING OF BENEFITS AND BURDENS: All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.
16. INTERPRETATION: This Agreement sets forth the entire Agreement between the parties hereto concerning the subject matter hereof, and may not be canceled, amended, or waived except by written instrument executed by both parties. No waiver by either party of any breach by the other party of, or failure of the other party to comply with, any condition or provision of this Agreement shall be deemed a waiver of any other breach or failure. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any dispute arises in connection with this Agreement then any party to this Agreement may seek immediate relief in the forum of its choosing. Should any party initiate legal action to enforce this Agreement then the unsuccessful party or parties (whether the party initiating said action or party defending against said action) in said legal action shall be liable to the successful party or parties for their reasonable legal costs and expenses.
17. SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

18. PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret or construed to amend, alter, enhance, diminish from or otherwise affect the substantive provisions hereof.
19. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed as original and all of which, together, shall constitute one and the same Agreement.

EXECUTED as an instrument under seal this _____ day of _____, 2017.

LOT 2 OWNER:

By: _____

LOT 3 OWNER:

By: _____

LOT 4 OWNER:

By: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this __day of _____, _____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____, (source of identification) 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.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this __day of _____, _____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____, (source of identification) 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.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this __day of _____, _____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____, (source of identification) 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.

Notary Public
My commission expires: