

**LAW OFFICES OF LAUSIER & LAUSIER LLC
ATTORNEYS AT LAW**

2 Hooper Street
Marblehead, MA 01945
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Paul L. Lausier, Esq. (1956-2006)
Patricia G. Lausier, Esq., CPA

Of Counsel
Matthew J. Wolverton, Esq.

February 10, 2023

VIA IN HAND and E-MAIL

Town of Marblehead
Zoning Board of Appeals
c/o Lisa Lyons
7 Widger Road
Marblehead, MA 01945

RE: 181 Washington Street – Andrew Finley and Nancy Mantilla
Parcel ID: 133 – 58-0

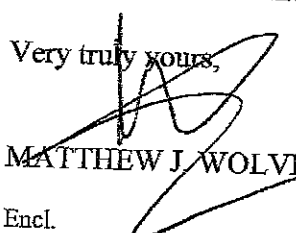
Dear Chair and Members of the Board:

As requested at the Zoning Board of Appeals Hearing on January 24, 2023, enclosed for review and approval by the Board is a draft Easement. Please note that in order to avoid a potential merger of the easement, the title to 181R Washington Street will need to be transferred to a Realty Trust of which one of the Applicants will be Trustee and both will be beneficiaries. The Applicant would accept a condition to the effect of:

This Special Permit is granted on the express condition that the owner of Lot 1 (181 Washington Street) grant to the owner of Lot 2 (181R Washington Street) a perpetual easement, which shall run with the land, for access, egress and for parking in substantially the same form as attached hereto and incorporated herein, such easement to be recorded together with this Decision of the Board.

Please contact me if there are any questions.

Very truly yours,


MATTHEW J. WOLVERTON, ESQ.

Encl.

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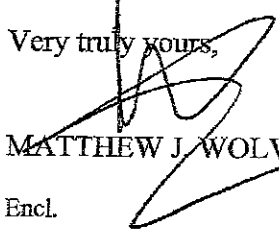
Dear Chair and Members of the Board:

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Please contact me if there are any questions.

Very truly yours,


MATTHEW J. WOLVERTON, ESQ.

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Return to:

Matthew J. Wolverton, Esq., Of Counsel
Law Offices of Lausier & Lausier LLC
Attorneys at Law
2 Hooper Street
Marblehead, MA 01945

(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY OF DEEDS USE)

GRANT OF EASEMENT

References:

Book 41063, Page 4 (Plan)
Book 38138, Page 457 (Lot 1)
Lot 2 Deed recorded herewith

RECITALS:

WHEREAS, Andrew Finley and Nancy Mantilla, husband and wife, (collectively the "Grantor"), with a mailing address of 181 Washington Street Marblehead, MA 01945 are the owners of the real property commonly known and numbered 181 Washington Street, Marblehead, MA 01945, being identified as Lot 1 on an ANR Plan (the "ANR Plan") recorded with the Essex South District Registry of Deeds in Book 41063, Page 4 (the "Burdened Premises") having acquired title thereto by Deed recorded in the Essex South District Registry of Deeds in Book 38138, Page 457;

WHEREAS, Andrew Finley, as Trustee of the 181R Washington Street Realty Trust, u/d/t dated _____, with a mailing address of 181 Washington Street Marblehead, MA 01945, are the owners the real property commonly known and numbered 181R Washington Street Marblehead, MA 01945, being identified as Lot 2 on the ANR Plan , (the "Benefitted Premises"), having acquired title thereto by Deed recorded in the Essex South District Registry of Deeds herewith;

WHEREAS, reference is hereby made to a certain easement sketch plan attached hereto as Exhibit A and incorporated herein by reference (hereinafter "Exhibit A");

Property Addresses:
181 Washington Street Marblehead, MA 01945
181R Washington Street Marblehead, MA 01945

WHEREAS, the Grantor desires to grant to the Grantee a perpetual but non-exclusive easement for purposes of passing and repassing over a portion of the Burdened Premises in common with the Grantor for the limited purpose of vehicle and pedestrian access to the Benefitted Premises, and the exclusive easement to park no more than two registered motor vehicles in the areas identified on Exhibit A as "9 X 18 Parking - CARRIAGE HOUSE" (hereinafter "Lot 2 Parking Spaces"), all as required under the grant of Special Permit by written decision of the Town of Marblehead Zoning Board of Appeals (the "Special Permit Decision"), to be recorded herewith, which Easement shall run with the land.

NOW THEREFORE, for valuable consideration paid, but less than One Hundred and 00/100 (\$100.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee the perpetual and non-exclusive right and easement to pass and repass over that portion of the Burdened Premises identified on Exhibit A, (hereinafter "Easement Area"), for purposes of vehicle and pedestrian access to the Benefitted premises and the exclusive easement for the limited purpose of parking two registered motor vehicles in the Lot 2 Parking Spaces upon the following terms and conditions:

1. The Easement granted herein shall be for the sole purpose of access to and from the Benefitted Premises and for the parking of two registered motor vehicles in the Lot 2 Parking Spaces.
2. The Easement shall be for the benefit of the Benefitted Premises only, and may not be transferred, conveyed or assigned by the Grantee, their heirs, successors, or assigns, to or for the benefit of any other property, entities or persons.
3. The Grantee hereby agrees that the use of the Easement Area and Parking Spaces by the Grantee, their agents, tenants, guests and invitees, shall not materially interfere with the use and enjoyment of the Burdened Premises by Grantor or with the right of the Grantor to access and use the parking spaces identified on Exhibit A as "9 X 18 Parking # 181 WASH".
4. The Grantor and Grantee hereby mutually agree not to permanently obstruct the Easement Area in any manner that would impede access to or otherwise interfere with Grantor's or Grantee's use of the Easement Area.
5. The Grantor and Grantee hereby mutually agree that the Easement shall be perpetual and shall be appurtenant to and constitute a covenant running with the land, binding upon their respective heirs, successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the Benefitted Premises and all other persons or entities having or hereafter acquiring any right, title or interest in the Burdened Premises.
6. This Grant of Easement is granted to satisfy the condition established by the Zoning Board of Appeals in the Special Permit Decision which requires that the two (2) parking spaces for Lot 2 required under the Marblehead Zoning By-Laws, be located on Lot 1 as

shown on Exhibit A. In any transfers of Lot 1 or Lot 2, the Deeds of conveyance shall in all cases include a specific reference to this Easement, the fact that it is perpetual and runs with the land, and that Lot 1 is subject to terms hereof and Lot 2 has the benefit hereof.

7. This Easement, and the conditions hereof, may not be modified, revoked, terminated or amended without the approval of the Marblehead Zoning Board of Appeals.
8. This Grant of Easement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
9. In the event any provision of this Grant of Easement is held to be invalid or void, it shall not affect the validity of the remaining provisions. No waiver of any breach of this agreement shall be deemed to be a waiver of any other subsequent breach.

SIGNATURE PAGES TO FOLLOW

WITNESS our hand and seal this ____ day of _____, 2023.

ANDREW FINLEY

NANCY MANTILLA

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared ANDREW FINLEY and NANCY MANTILLA, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed.

NOTARY PUBLIC:

My commission expires:

WITNESS our hand and seal this ____ day of _____, 2023.

181R Washington Street Realty Trust

By: ANDREW FINLEY, Trustee

COMMONWEALTH OF MASSACHUSETTS

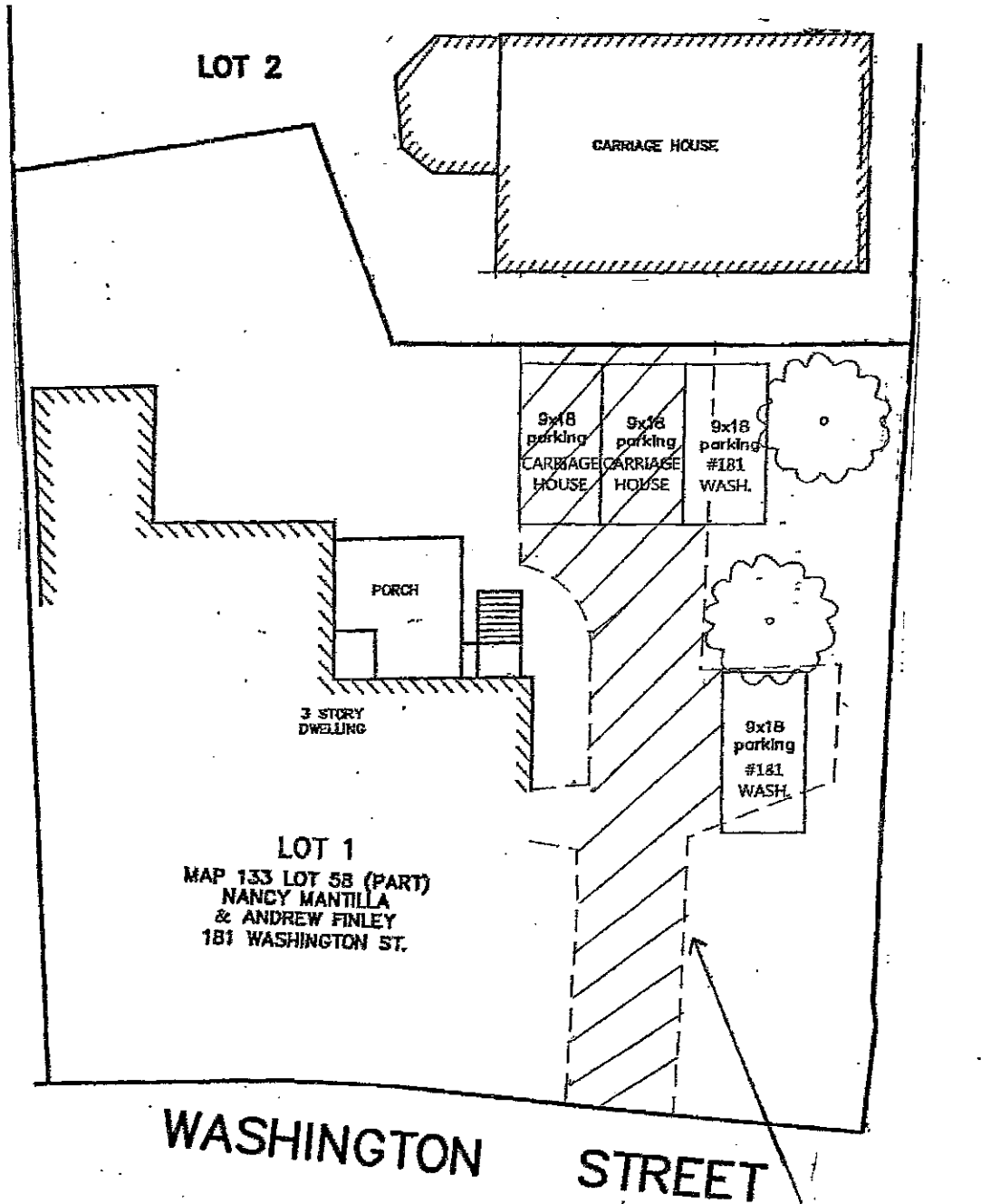
Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared ANDREW FINLEY, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as Trustees of the 181R Washington Street Realty Trust.

NOTARY PUBLIC:

My commission expires:

EXHIBIT A



Not To Scale