

EASEMENT AND AGREEMENT

This Easement and Agreement is entered into by and between _____, owner of _____ at the Northgate Gardens Condominium, Waltham, Massachusetts, ("Owner") and the Board of Trustees of the Northgate Gardens Condominium Trust ("Trust") under a Declaration of Trust dated June 21, 1979, recorded at the Middlesex County South District Registry of Deeds at Book 13718, Page 557, which Trust is the organization of Unit Owners of Northgate Gardens Condominium, created by Master Deed recorded at said Registry at Book 13718, Page 514.

WHEREAS, Owner is the owner of said unit of Northgate Gardens Condominium, situated off Lexington Street, Waltham, Massachusetts by a Unit Deed recorded at the Middlesex County Registry of Deeds at Book 46794, Page 571;

WHEREAS, Owner desires to obtain an Easement for the area above the ceiling of the Unit and within and through the exterior wall of the building in order to install bathroom exhaust vent to serve the bathroom within the Unit;

WHEREAS, the Trustees are willing to grant such Easement under the terms and conditions of this Agreement

WHEREAS, Owner desires to make certain alterations and modifications ("Alterations") to the Easement Area;

WHEREAS, the Board of Trustees is willing to agree to such Alterations upon the terms and condition contained herein;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Pursuant to Massachusetts General Laws, Chapter 183A, Sec. 5(b), the Trustees do hereby grant to the Owner and his successors and assigns, a perpetual Easement to those common areas above the ceiling and within and through the exterior wall of the building, in such location and design as shown on the sketch attached hereto and made a part hereof as Exhibit "A", for the purpose of the Owner installing a bathroom exhaust vent and related equipment (collectively, "Alterations" or "Vent").
2. All such Alterations shall be made in a good and workmanlike manner, with first quality materials.
3. The parties agree that any and all repairs, maintenance or replacements of any such Alterations, including the installation, maintenance, repair and replacement of the Vent or any adjacent areas affected by such Alterations (to the extent that the need for repairs is caused by such Alterations), shall from this date forward be the

obligation, at their sole cost and expense, of Owner, notwithstanding the provisions of the Northgate Gardens Condominium Documents. Owner shall maintain the Alterations in good order and in a safe condition and shall also perform any repairs and replacements to the Easement Area and adjacent common areas and facilities affected by such Alterations (to the extent that the need for repairs is caused by such Alterations), all at Owner's sole cost and expense, which in the Board of Trustees' reasonable judgment, are necessary. By allowing such Alterations, the parties are not, otherwise, changing the maintenance obligations as stated in the condominium documents & Owner agrees that he shall remove the alterations or any portion thereof and reinstall the same, all at his sole cost and expense, upon reasonable notice, not less than 10 days, whenever the Trustees determine the removal is necessary for the maintenance or repair of any of the common areas, not to exceed 10 days.

4. Owner shall make such Alterations, at his sole cost and expense, and the same shall be subject to and comply with all laws, codes, orders and rules and regulations regarding any construction thereon, including, but not limited to those administered by the building department, and any and all applicable zoning and building ordinances.
5. Owner shall be responsible for and shall repair, at his sole cost and expense, any damages to their unit, and any other unit at the condominium or the common areas and facilities which are caused by the Alterations.
6. If due to the Alterations any violation of law or unlawful condition shall be cited by governmental authority against said unit or the condominium because of Owner's failure to comply with the rules and regulations then in effect or if Owner does not make the repairs or take the actions described in paragraphs 3 and 4, the Board of Trustees, shall so notify Owner, in writing. If Owner shall fail to cause such repairs to be made or cure such violations or non-compliance within a reasonable time, but not to exceed 90 days, the Board of Trustees shall have the right, but not the obligation, to cause such repairs to be made or cure such violations and non-compliance at the sole cost and expense of Owner. Said cost and expense shall become condominium charges and expenses due from Owner to the condominium and shall be due and payable by Owner within thirty (30) days of being assessed. Failure of Owner to comply herewith or make any such payment, shall result in the Board of Trustees having the right to take all actions against the Unit and Owner and enforce all rights as to these being unpaid common expenses of Owner, including the right to foreclose upon the Unit, as if condominium charges were not being paid by Owner when due.
7. The Owner agrees to the following:
 - a. All maintenance, repair and replacement of the bathroom vent and related equipment, including but not limited to wires, conduit or piping, shall be the sole responsibility of the Unit Owner.
 - b. The area in which the vent penetrates the building shall be properly sealed to

prevent any water and/or air leaks and maintained as such.

- c. To hold harmless the Northgate Gardens Trust, its trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, upon any claim made in regarding any damage or injury caused by the vent.
- d. All expenses for the repair of any damage incurred to the dwelling and property as a result of the Vent installation, ongoing maintenance and repair, now and in the future, including but not limited to water, air or other leaks, any exterior damage to the building or common grounds, including but not limited to siding, foundation or any other part of the structure, will be the sole responsibility of the Owner.
- e. It is the unit owner's responsibility to have the cap of the vent painted in such color as determined by the Trustees.

The Trustees may further impose or waive the above or such other reasonable conditions and/or architectural controls or guidelines upon such construction and/or ongoing maintenance and replacement as they deem prudent or necessary.

8. The Trust may assess the Owner a reasonable cost incurred related to granting this Easement.
9. Owner shall be responsible for recording this Easement with the Registry of Deeds.
10. Owner shall only use fully licensed and insured contractors to perform any construction in connection with the Alterations.
11. Owner hereby agrees and acknowledges that the Board of Trustees is not consenting to the conveyance of any of the common areas and facilities to Owner. The Alterations shall not affect the boundaries of said unit or the boundaries of the common areas and facilities of Northgate Gardens Condominium.
12. The parties agree that the rights and obligations contained herein shall be binding upon the heirs, executors, successors and assigns of each of the parties hereto, including, but not limited to, all future owners of said unit.
13. The parties agree and acknowledge that this Easement and Agreement is subject to the terms and provisions of Massachusetts General Laws, Chapter 183A and the cases interpreting such statute. Trust represents that this Easement and Agreement complies with the requirements of Section 5 (b) (2) (ii) of Massachusetts General Laws Chapter 183A.
14. The parties agree that a copy of this Easement and Agreement shall be recorded with the Middlesex South Registry of Deeds and shall become effective thirty (30) days from the date of its recording.

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[SIGNATURES ON SEPARATE PAGES]

WITNESS our hand and seals this _____ day of _____, 2017,

IN WITNESS SET WHEREOF we have set our hands and seals this _____ day of _____, 2017.

_____, Trustee

Majority of the Board of Trustees
Northgate Gardens Condominium Trust
and not individually:

_____, Trustee

_____, Trustee

_____, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, County, ss.

On this ____ day of _____ 2017, before me, the undersigned notary public, personally appeared _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Northgate Gardens Condominium Trust.

Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the State/Commonwealth of _____

UNIT OWNER ACCEPTANCE

I, _____, the aforesaid Unit Owner, do hereby accept this grant upon the terms and conditions recited above.

UNIT OWNER **OF** UNIT _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____ 2017, before me, the undersigned notary public, personally appeared _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the State/Commonwealth of _____