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TR-26-3

GRANT OF PEDESTRIAN EASEMENT

Shashin Patel and Shilpa Patel husband and wife, as successors in interest to 799 Lowell Street, LLC, having an address of 799 Lowell Street, Methuen, Essex County, Massachusetts 01844 (together, "Grantor"), for consideration paid of less than One Hundred Dollars, hereby grants to the City of Methuen Conservation Commission ("Grantee"), with quitclaim covenants, a perpetual right and easement on and over that portion of the property at 799 Lowell Street, Methuen, MA ("Property") described as a strip of land ten (10) feet wide, (Referred to as "Pedestrian Easement") as shown on plan entitled, "Plan of Conservation Restriction 799 Lowell Street, Methuen, Mass." prepared for 799 Lowell Street, LLC, dated January 23, 2025, by Andover Consultants Inc." and recorded at the Essex North Registry of Deeds in Plan Book ____ Page ____.

This Pedestrian Easement is granted subject to the following conditions:

- a) Access shall be limited solely to the Pedestrian Easement area and Grantee shall not pass on, over, or through any other portion of the Property;
- b) Access shall be limited to the then-current members, officers, servants, agents and/or employees of the Methuen Conservation Commission ("MCC Members"), or its successor entity, if any (only), and no other public, municipal, or recreational use thereof shall be allowed;
- c) Access by the Grantee shall be by foot only and no motorized vehicles of any type shall be brought upon the Property or the Pedestrian Easement area;
- d) Access shall be limited to only such entry and activity as is necessary for the MCC Members to enforce the terms of that certain Order of Conditions affecting said property, having DEP File No. 219-1285 and recorded in the Essex North District Registry of Deeds on August 29, 2024, in Book 18080, Page 3; and
- e) Access may take place only between the hours of sunrise and sunset.

The Grantor hereby consents and agrees that the MCC Members may enter the Pedestrian Easement area for the purposes provided herein without becoming liable for trespass. Grantee shall, at its own expense and by its own labor, promptly repair any damage caused by Grantee to the Pedestrian Easement area.

The Grantor, for itself and its successors in title, reserves the right to continue to use and enjoy the Pedestrian Easement for all purposes that do not preclude the rights herein granted to Grantee, including the right at any time and from time to time to create various means of access across the Pedestrian Easement area for purposes of providing different means of ingress and egress to the Grantor's property, so long as such access does not obstruct the Pedestrian Easement.

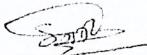
The Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all loss, cost or damages arising out of or in connection with the use of the Pedestrian Easement.

The within described easement shall be deemed to run with the land together with all rights and obligations, as herein set forth, and shall be binding upon both the Grantor and Grantee, their respective successors and assigns and all persons claiming by, through and under them.

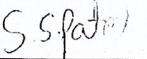
This easement shall be effective upon recording at the Essex North Registry of Deeds. For Grantor's title see deed recorded in Essex North Registry of Deeds in Book 18152 Page 165.

Signed this 22 date of July 2025, as sealed instrument.

GRANTOR:



Shashin Patel

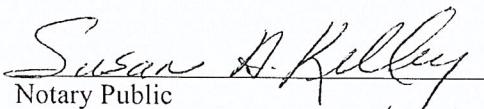


Shilpa Patel

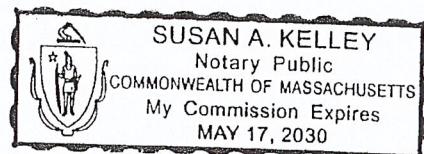
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 22 day of July, 2025 before me, the undersigned notary public, personally appeared Shashin Patel and Shilpa Patel, both 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 person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and that he has the authority to act in that capacity.



Notary Public
My Commission Expires: 5/17/2030



ACCEPTANCE

The Conservation Commission accepts this grant of easement from _____ under M.G.L. c.40, s. 8C.

CITY OF METHUEN CONSERVATION COMMISSION

Matthew R. Da
Long Seaman
Kenneth A. Sestak

APPROVAL

The Board of Selectmen hereby approves this grant of easement from _____ to the City of Methuen,
acting through its Conservation Commission under M.G.L. c. 40, s. 8C.

