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BOTH WAYS

EASEMENT AND MAINTENANCE AGREEMENT

GRANTOR(S): 8 SYCAMORE STREET LLC, a Massachusetts limited liability company (hereinafter the "Grantor"), with its principal office located at 180 North Street, Somerville, Massachusetts 02144, being the owner of 8-10 Sycamore Street, a/k/a 8 Sycamore Street, Somerville, Middlesex County, Massachusetts 02143, which is the Burdened Premises, as defined below.

GRANTEE(S): DAVID B. SMITH and JEANNE M. RILEY, TRUSTEES OF THE SMITH-RILEY FAMILY REVOCABLE LIVING TRUST, u/d/t dated July 8, 2019 (hereinafter the "Grantee"), as evidenced by Trustee's Certificate under M.G.L. c. 184, § 35, recorded in Middlesex County Southern District Registry of Deeds Book 72962, Page 61, with a mailing address of 14 Sycamore Street, Somerville, Massachusetts 02143, being the current owners of the Benefitted Premises, as defined below.

BENEFITED PREMISES: That certain parcel of land now known as and numbered 14 Sycamore Street, Somerville, Middlesex County, Massachusetts 02143, being more particularly described in that certain deed of David B. Smith and Jeanne M. Riley to the Grantee dated July 8, 2019, and recorded in Middlesex County Southern District Registry of Deeds Book 72962, Page 64, and located approximately as shown as "N/F DAVID B. SMITH, JEANNE M. RILEY, BK 33285, PG. 365" on that certain plan entitled "Plan of Land in Somerville, MA, showing Proposed Lot Line Elimination at 8-10 Sycamore Street", dated August 5, 2020, prepared by Millennium Engineering, Inc., Engineering and Land Surveying, 62 Elm St., Salisbury, MA 01952, (978) 463-8980, 13 Hampton Rd., Exeter, NH 03833, (603) 778-0528 (hereinafter "14 Sycamore Street"), which plan is attached hereto and recorded and filed herewith and is hereby incorporated into and made a part of this Easement and Maintenance Agreement (hereinafter the "Easement Plan").

BURDENED PREMISES: That certain parcel of land now known as and numbered, 8-10 Sycamore Street, a/k/a 8 Sycamore Street, Somerville, Middlesex County, Massachusetts 02143, being more particularly described in that certain

deed of Lauren Monty, Trustee of Eight Sycamores Trust, u/d/t dated January 28, 2000, said deed dated December 27, 2019, and filed with Middlesex County Southern District Registry Office of the Land Court as Document No. 1833060, as noted on Certificate of Title No. 272397, in Registration Book 1217, Page 58, and located approximately as shown as "#8-#10" on the Easement Plan (hereinafter "**8-10 Sycamore Street**").

**PURPOSE AND
LOCATION:**

The easement granted hereunder is for the purpose of permitting the owners and occupants of the Benefited Premises to use that certain portion of the Burdened Premises, which consists of the approximate two and one quarter foot (2.25') wide by forty-two and one quarter foot (42.25) long strip of land running from Sycamore Street on the Burdened Premises, adjacent to the Benefited Premises, and shown as "**PROPOSED DRIVEWAY EASEMENT**" on the Easement Plan (hereinafter the "**Easement Area**").

The Easement Area is to be used from time to time for all purposes for which residential passageways and driveways are, or may be in the future, used in the City of Somerville, including but not limited to the passage from time to time on foot and vehicle and the parking of non-commercial motor vehicles thereon, by the owners and occupants of 14 Sycamore Street (hereinafter the "**Easement**").

**MAINTENANCE
AGREEMENT:**

All maintenance and repairs, including but not limited to regular maintenance, repairs, re-paving and snow removal, to the Easement Area (other than those repairs directly caused by misuse of the Easement Area or negligence of the owners or occupants of 8-10 Sycamore Street, which shall be the responsibility of the offending party) shall be made by and at the sole expense of the owner(s) of 14 Sycamore Street, and its respective heirs, executors, administrators, successors and assigns, who shall be obligated to maintain and repair the Easement Area in a safe, clean and orderly manner at all times. Without limiting the generality of the foregoing, the owner(s) of 14 Sycamore Street shall be required to continuously maintain and/or modify the Easement Area in safe and sanitary condition in compliance with all laws so that it shall a) always comply with all emergency access, regulatory, and/or building code requirements, and be appropriately lit in a manner consistent with public safety.

Now, therefore, for good and valuable consideration of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Grantor(s) hereby grant to the Grantee(s), the perpetual right and non-exclusive, appurtenant Easement as set forth above, subject to the other provisions of this Easement and Maintenance Agreement (the "**Agreement**").

Notwithstanding the foregoing, the Grantor(s) residing at 8-10 Sycamore Street, his/her/its heirs, executors, administrators, successors, assigns, and legal representatives, shall have the right to

enter upon the Easement Area from time to time for purposes of ingress and egress and access, including but not limited to for purposes of repairs and emergency access, to and from 8-10 Sycamore Street, but the exercise of this right at any time shall not permanently or unreasonably block, hinder, or prevent the regular use and enjoyment of the Easement Area by the Grantee(s),

his/her/its heirs, executors, administrators, successors, assigns, and legal representatives, or those entitled thereto. The Easement is intended to burden the Burdened Land described above and benefit the Benefited Land described above in perpetuity.

The Grantees, his/her/its heirs, executors, administrators, successors, assigns, and legal representatives, agree to indemnify and hold the Grantors, his/her/its heirs, executors, administrators, successors, assigns, and legal representatives, harmless from and against all costs, claims, expenses, damages (including personal injury and property damage), and liabilities of any

nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees), incurred by the Grantors (a) as a result of or in connection with any personal injury or property damage that occurs in, on, or around the Burdened Premises in connection with any exercise of the rights granted to the Grantees hereunder or of any party, whether an invitee, licensee, visitor, or trespasser, (b) as a result of or in connection with any failure by the Grantees to comply with the provisions of this instrument, including but not limited to the Grantee's responsibility to maintain and repair the Easement Area in a safe, clean and orderly manner, or (c) otherwise resulting from or relating to any exercise of the right granted to the Grantees hereunder, unless such cost, claim, expense, damage or liability is a result of the gross negligence or conduct of the Grantor or the Grantor's agents, employers or contractors.


By grant and acceptance of this Agreement, the Grantors and the Grantees, and each of them, hereby agree, for themselves, their respective heirs, executors, administrators, successors, assigns, and legal representatives, to be bound by the provisions of this Agreement and all provisions of law applicable hereto. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, executors, administrators, successors, assigns, and legal representatives, and all those rightfully claiming title to or interest in the Burdened Premises and/or the Benefited Premises, and shall be appurtenant to and run with the Burdened Land and the Benefited Land. The Grantor makes no representations or warranties that any portion of the Easement Area complies with any local zoning ordinances or regulations relative to parking. Neither the Grantor nor the Grantee shall have the right to unilaterally relocate the Easement Area without the express written consent of the other, which such consent and relocation, if mutually agreed upon, must be recorded/filed herewith.

IN WITNESS WHEREOF, the undersigned have executed this Easement and Maintenance Agreement under seal at on this 19 day of October, 2020.

GRANTOR(S):

Owner of 8-10 Sycamore Street

8 Sycamore Street LLC


By: 
Name: Donald Hughes
Title: Manager, duly authorized

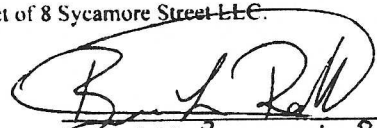
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

October 19, 2020

On this day, before me, the undersigned notary public, personally appeared Donald Hughes, proved to me through satisfactory evidence of identification, which was Mass Photo ID, 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, as Manager of 8 Sycamore Street LLC, as the voluntary act of 8 Sycamore Street LLC.

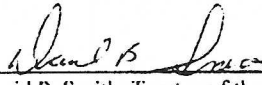
 **BREANNA LEE ROLLAND**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 28, 2025
(Official Seal)

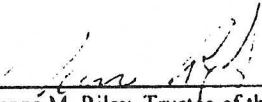

Notary Public Breanna L. Rolland
My Commission Expires: February 28, 2025

IN WITNESS WHEREOF, the undersigned have executed this Easement and Maintenance Agreement under seal at on this 19 day of October, 2020.

GRANTEE(S):

Owner of 14 Sycamore Street



David B. Smith, Trustee of the
Smith-Riley Family Revocable Living Trust

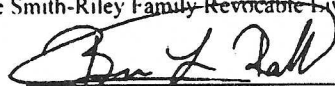

Jeanne M. Riley, Trustee of the
Smith-Riley Family Revocable Living Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

On this 19 day of October, 2020, before me, the undersigned notary public, personally appeared David B. Smith, proved to me through satisfactory evidence of identification, which was Mass Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Trustee of the Smith-Riley Family Revocable Living Trust.



BREANNA LEE ROLLAND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 28, 2025
(Official Seal)

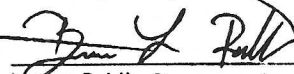

Notary Public Breanna L. Rolland
My Commission Expires: February 28, 2025

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

On this 19 day of October, 2020, before me, the undersigned notary public, personally appeared Jeanne M. Riley, proved to me through satisfactory evidence of identification, which was New Hampshire Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Trustee of the Smith-Riley Family Revocable Living Trust.


BREANNA LEE ROLLAND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 28, 2025
(Official Seal)


Notary Public Breanna L. Rolland
My Commission Expires: February 28, 2025

Mortgagee's Consent and Subordination
to Easement and Maintenance Agreement

Winter Hill Bank, FSB, a federal savings bank with a principal place of business at 342 Broadway, Somerville, Massachusetts 02145, being the current holder of that certain Mortgage, Security Agreement and Assignment and collateral Assignment of Rents, Leases and Contracts encumbering the Burdened Premises, granted to It by the Grantor of the foregoing Easement and Maintenance Agreement, dated December 30, 2019, and filed in Middlesex County Southern District Registry of Deeds as Document Nos. 1833062 and 1833063, respectively, as noted on Certificate of Title No. 272397 (collectively the "Mortgage"), hereby consents to the foregoing Easement and Maintenance Agreement, and the terms and provisions thereof, and agrees that the Mortgage and all rights of Winter Hill Bank, FSB, thereunder shall be subordinate and subject to the foregoing Easement and Maintenance Agreement in the same manner and with the same effect as if the foregoing Easement and Maintenance Agreement had been executed, acknowledged, delivered, and recorded prior to the execution, acknowledgement, delivery and recording of the Mortgage. Except as stated herein, the Mortgage shall otherwise remain in full force and effect in accordance with the original terms thereof.

In Witness Whereof, the undersigned has caused this Mortgagee's Consent and Subordination to be executed under seal as of this 21st day of October, 2020.

Winter Hill Bank, FSB

By: [Signature]
Name: Kevin Gatlin
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

October 21, 2020

On this day, before me, the undersigned notary public, Kevin Gatlin personally appeared, proved to me through satisfactory evidence of identification, which was a Mass. driver's license, 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, as duly authorized Senior Vice President of Winter Hill Bank, FSB, as the voluntary act of Winter Hill Bank, FSB.



Stephanie Blanchette
Notary Public
My Commission Expires: 4/10/26

