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DECLARATION OF EASEMENTS

Marginal References to Book 63692, Page 50; Book 64357, Page 317; Book 65304, Page 312; and Book 66277, Page 112

This Declaration of Easement (this “**Declaration**”) is made this ____ day of January, 2023 (the “**Effective Date**”), by **UGPG RE SUTTON LLC**, a Delaware limited liability company, having an address of 223 Worcester Providence Turnpike, Sutton, Massachusetts 01590 (the “**Declarant**”).

WHEREAS, the Declarant is the owner of the land, comprised of approximately 437.19 acres, located in Sutton and Millbury, Massachusetts, shown as Lots 1-8 on the plan titled “Definitive Subdivision Plan of Land Sutton, Massachusetts and Millbury, Massachusetts Prepared for UGPG RE Sutton LLC,” dated [____], 2023, prepared by WSP USA Inc., and recorded with the Worcester District Registry of Deeds (the “**Registry**”) in Plan Book [____], Plan [____] (the “**Subdivision Plan**”);

WHEREAS, the Declarant acquired the Premises pursuant to (a) that certain deed dated November 6, 2020, recorded with the Registry in Book 63692, Page 50; (b) that certain deed dated January 28, 2021, recorded with the Registry in Book 64357, Page 317; (c) that certain deed dated June 1, 2021, recorded with the Registry in Book 65304, Page 312; and (d) that certain deed dated October 8, 2021, recorded with the Registry in Book 66277, Page 112; and

WHEREAS, the Declarant desires to create certain easements over Lot 2 shown on the Subdivision Plan (“**Lot 2**”) and Lot 3 shown on the Subdivision Plan (“**Lot 3**”), which easements shall be in certain areas shown on the plan entitled “Access Easement Plan Unified Parkway Sutton, Massachusetts Prepared for UGPG RE Sutton LLC,” dated January 13, 2023, prepared by WSP USA Inc., and recorded with the Registry in Plan Book [____], Plan [____] (the “**Access Easement Plan**”), as well as on the plan entitled “Drainage Easement Plan Unified Parkway Sutton, Massachusetts Prepared for UGPG RE Sutton LLC,” dated January 13, 2023, prepared by WSP USA Inc., and recorded with the Registry in Plan Book [____], Plan [____] (the “**Drainage Easement Plan**”).

NOW THEREFORE, the Declarant hereby declares, grants, and establishes the following:

1. Successors and Assigns. As used in this Declaration, the term “**Property Owner**” shall include the owner of Lot 2 and the owner of Lot 3 and their respective successors in title, and the provisions contained herein shall be covenants running with the land, and shall be binding upon and inure to the benefit of those claiming title to or interests in Lot 2 and Lot 3, respectively, or any portions thereof.

2. Access Easement Benefitting Lot 2. Lot 2 shall have a perpetual and non-exclusive right and easement to use that portion of Lot 3 shown on the Access Easement Plan as “Access Easement #2,” containing approximately 66,434 square feet (the “**Lot 3 Easement Area**”), for access and egress on foot and with motor vehicles and non-motorized vehicles to and from Unified Parkway, as shown on the Access Easement Plan, and Lot 2.

3. Access Easement Benefitting Lot 3. Lot 3 shall have a perpetual and non-exclusive right and easement to use those portions of Lot 2 shown on the Access Easement Plan as “Common Driveway Easement,” containing approximately 17,202 square feet, and “Access Easement #1,” containing approximately 51,985 square feet (collectively, the “**Lot 2 Easement Area**”), for access and egress on foot and with motor vehicles and non-motorized vehicles to and from Unified Parkway, as shown on the Access Easement Plan, and Lot 3.

4. Drainage Easements Benefitting Lot 3. Lot 3 shall have a perpetual and non-exclusive easement (i) to install, maintain, repair, and replace culverts in and flow water across those portions of Lot 2 shown on the Drainage Easement Plan as “Drainage Easement 3,” containing approximately 3,165 square feet, and (ii) to flow water onto those portions of Lot 2 shown on the Drainage Easement Plan as “Drainage Easement 1 Stormwater Management Area ‘UG2e’” (the “**Stormwater Management Area**”), and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes, and other apparatuses under and across the Stormwater Management Area.

5. Utilities Easement Benefitting Lot 3. Lot 3 shall have the perpetual and non-exclusive right and easement over, under, across and through the Lot 2 Easement Area to tie into, use, inspect, maintain, repair and replace Utilities serving Lot 3. The term “**Utilities**,” as used in this Declaration, includes all lines, mains, conduits, cabling, and related equipment necessary to provide any utility service, including but not limited to water, internet, electricity, and gas.

6. Temporary Construction Easement. The owner of Lot 3 shall have a non-exclusive and temporary easement on, over, and across such portions of Lot 2 as are necessary for constructing the driveway in the Lot 2 Easement Area and installing Utilities in the Lot 2 Easement Area so as to provide access and Utilities to Lot 3 (the “**Initial Driveway Construction Easement**”). The Initial Driveway Construction Easement shall automatically terminate, without the need for any notice or further instruments, upon the completion of the construction activities described in this Section. The owner of Lot 3 shall comply with all legal requirements in connection with the work and other activities that it performs on or about the areas subject to the Initial Driveway Construction Easement.

7. Compliance with Special Permit. Notwithstanding anything contained herein to the contrary, each Property Owner shall comply with that certain Special Permit issued by the Town of Sutton Planning Board, filed with the Town Clerk on August 4, 2022, and recorded with the Registry in Book 68198, Page 43. Without limiting the foregoing, each Property Owner acknowledges and agrees that (a) the driveways on the Lot 2 Easement Area and the Lot 3 Easement Area shall remain private in perpetuity, (b) no parking will be allowed on the Lot 2 Easement Area and the Lot 3 Easement Area, and (c) all roadway maintenance, snowplowing and rubbish collection relating to the Lot 2 Easement Area and the Lot 3 Easement Area shall be the responsibility of each Property Owner as more particularly set forth in this Declaration.

8. Indemnification. Each Property Owner agrees to indemnify, defend and hold the other Property Owner (which, for the purposes of this paragraph, shall include the officers, directors, partners, trustees, beneficiaries, employees, agents, tenants, or contractors of any such Property Owner) harmless from and against any and all loss, claim, damage, cause of action, penalty, fine, cost or expense, including attorneys' fees, suffered by any such indemnified party as a result of the act or omission of the indemnifying Property Owner and arising out of the rights and obligations created hereby, or by the exercise by the indemnifying Property Owner of the rights and easements created hereby, or by the failure of such indemnifying Property Owner to comply with any and all applicable permits, licenses, consents, governmental approvals, laws, codes, bylaws, ordinances, orders, rules or regulations in connection with the exercise of its rights or obligations hereunder.

9. Maintenance. The owner of Lot 3 shall be responsible, at its sole cost and expense, for (a) all maintenance, repair, and replacement (including snow and ice removal) of and to the driveway on the Lot 3 Easement Area as required to keep the same in good working order and in compliance with applicable laws, rules, regulations, ordinances, orders, codes and by-laws, and (b) all maintenance, repair and replacement to those drainage facilities and Utilities located on Lot 2 that exclusively serve Lot 3 as required to keep the same in good working order, and in compliance with applicable laws, rules, regulations, ordinances, orders, codes and by-laws. The owner of Lot 2 shall be responsible, at its sole cost and expense, for (aa) all maintenance, repair, and replacement (including snow and ice removal) of and to the driveway on the Lot 2 Easement Area as required to keep the same in good working order and in compliance with applicable laws, rules, regulations, ordinances, orders, codes and by-laws, and (bb) all maintenance, repair and replacement to Utilities located on Lot 2 serving both Lot 2 and Lot 3, the Stormwater Management Area, and any other drainage facilities located on Lot 2 serving both Lot 2 and Lot 3, all as required to keep the same in good working order, and in compliance with applicable laws, rules, regulations, ordinances, orders, codes and by-laws.

10. Insurance. Each Property Owner shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of the Lot 3 Easement Area and the Lot 2 Easement Area collectively. Said insurance shall (i) name the other Property Owner, its mortgage lenders, if any, and its reasonable designees as additional insureds; (ii) shall be carried by companies authorized and qualified to issue insurance in the Commonwealth of Massachusetts and having ratings that are reasonably satisfactory to the other Property Owner; (iii) contain a combined single limit per occurrence coverage of not less than Five Million Dollars (\$5,000,000) or a higher amount that may

reasonably be requested by the other Property Owner or its mortgage lender from time to time that is consistent with similarly situated properties; and (iv) otherwise be reasonably satisfactory to the other Property Owner.

11. Restoration. After performing any work pursuant to this Declaration, the Property Owner performing such work shall promptly restore and repair the affected area substantially to its former condition to the extent reasonably practicable, including, without limitation, the restoration and repair of any landscaped, seeded, graded, paved or other area that has been damaged, destroyed or disturbed as a result of such work.

12. Default. If the Property Owner required by the terms of this Declaration to perform any maintenance, repair or replacement fails to commence such work within thirty (30) days after receipt of written notice from the other Property Owner (subject to reasonable delays due to weather conditions and other causes beyond the reasonable control of such defaulting Property Owner, notice of such delays having been given to the non-defaulting Property Owner), the non-defaulting Property Owner may (but shall not be obligated to) perform such work and shall be entitled to recover from the defaulting Property Owner the entire amount of the actual and reasonable costs and expenses so incurred; *provided, however*, that such non-defaulting Property Owner may perform such work immediately upon giving written notice to the defaulting Property Owner (and without the necessity of waiting for the expiration of such 30-day period) if necessary to insure continued access or utility service to the non-defaulting Property Owner's property.

13. Amendments; Termination. No amendments, modifications or terminations of this Declaration shall be effective without the prior written consent of both the Property Owners and any mortgagees of record affecting Lot 2 or Lot 3, or both of them, as applicable, at the time of such amendment or modification or termination.

14. Severability. If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Declaration or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

15. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Declaration.

16. Governing Law. This Declaration shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles, regardless of the domicile of any party.

15. Merger. The Declarant intends that this Declaration survive any merger of title between Lot 2 and Lot 3.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as a sealed instrument as of the date first written above.

UGPG RE SUTTON LLC

By: _____
Arthur Mahassel, Authorized Person

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of January, 2023, before me, the undersigned notary public, Arthur Mahassel, Authorized Person for UGPG RE Sutton LLC, personally appeared, proved to me through satisfactory evidence of identification, which was _____, 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 the voluntary act of UGPG RE Sutton LLC.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]