

Hampshire County Registry of Deeds
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Document Number	: 4358
Document Type	: EASE
Recorded Date	: March 29, 2024
Recorded Time	: 11:30:32 AM
Recorded Book and Page	: 15098 / 304
Number of Pages(including cover sheet)	: 5
Receipt Number	: 425452
Recording Fee	: \$105.00

Hampshire County Registry of Deeds
Mary Olberding, Register
60 Railroad Avenue
Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

RIVERCREST CONDOMINIUMS ASSOCIATION TRUST – EASEMENT AND
AGREEMENT

This grant of Easement and Agreement is entered into by and between the Board of Trustees of Rivercrest Way Condominiums Association Trust (the Trustees) established under Declaration of Trust dated May 3, 2016 and recorded with the Hampshire County Registry of Deeds in Book 12264 Page 62 which Trust is the organization of unit owners at Rivercrest Condominiums created by Master Deed dated May 3, 2016 and recorded with the Hampshire County Registry of Deeds in Book 12264 Page 51 as amended and Paul H. Douglas and Katherine P. Douglas (the "Owners")

Whereas Owners are the owners of Unit #27 with an address of Rivercrest Way Unit #27, South Hadley, Massachusetts pursuant to a unit Deed dated December 31, 2017 and recorded with the Hampshire County Registry of Deeds in Book 12850 Page 150

Whereas Owners desire to obtain an Easement in order to create a patio appurtenant to Unit #27 at the Condominium

Whereas the Trustees are willing to grant such easement under the terms and conditions of this agreement

Whereas Owners desire to make certain alteration and modifications by installing a patio (alteration) in the easement area and

Whereas the Board of Trustees are willing to agree to such alteration upon the terms and conditions contained herein

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

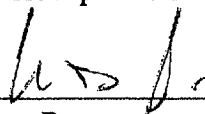
1. Pursuant to M.G.L. Chapter 183A Section 5(b) the Trustees do hereby grant to owners and their successors and assigns, with Quitclaim covenants, a perpetual easement to the area adjacent to the Unit, solely for the purpose of installing a patio as described in Exhibit A or for the use of such patio for normal and customary purposes, subject to the reasonable rules and regulations which may be imposed by the Board of Trustees
2. The parties agree that the owners have made the alterations as set forth on the attached Exhibit A which specifically details the alterations that have been performed. All such alterations have been made in a good and working like matter, with quality materials
3. The parties agree that any and all repairs, maintenance or replacements of any such alteration or any other areas affected by such alteration shall from the date of installation forward be the obligation, at their sole cost and expense of owners, notwithstanding the provisions of the Rivercrest Condominium Documents. Owner shall maintain the alteration in good order and in a safe condition and shall also perform any repairs and replacements to the easement area and surrounding common areas at their sole cost and

such altercation, the parties are not otherwise changing the maintenance obligations as stated in the condominium documents.

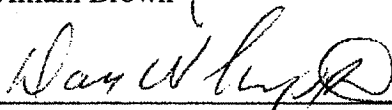
4. Owners have made such alterations at their sole cost and expense and the same shall be subject to and comply with all laws, codes and regulations regarding any construction thereon.
5. If due to the alteration any violation of law or unlawful condition shall be cited by governmental authority against unit #27 or the condominium because of owner's failure to comply with the rules and regulations then in effect or if owner's do not make the repairs described in #3, the Board of Trustees, shall so notify owners, in writing. If owners shall fail to cause such repairs to be made or cure such violation within a reasonable time, but not to exceed 120 days (weather permitting), the Board of Trustees shall have the right to cause such repairs to be made at the sole cost and expense of owners said cost and expense shall become condominium charges and expenses due from owner to the condominium association and shall be due and payable by owners within thirty (30) days of being assessed.
6. Any increase in the master insurance policy premiums attributable to such alteration shall be assessed to owners, payable as an additional common expense pursuant to M.G.L. Chapter 183A
7. The parties agree that the following shall be requirements as to size and construction of the patio to be placed on the easement area
 - A. The patio must be within the easement area as built and shown on the plan attached hereto
 - B. No structure shall impede the flow of water to any drains
8. Owners must comply with all permits required by the Town of South Hadley, if required.
9. Owner shall be responsible to pay reasonable costs and expenses including attorney's fees in connection with drafting this easement and agreement.
10. Owners hereby agree and acknowledge that the Board of Trustees are not consenting to the conveyance of any of the common areas to owners. The alteration shall not affect the boundaries of Unit #27 or the boundaries of the common areas of Rivercrest Way Condominium.
11. The parties agree that a copy of this Easement and Agreement will be recorded with the Hampshire County Registry of Deeds.
12. This Easement and Agreement complies with requirement of section 5(b)(2) of the M.G.L. Chapter 183A

Witness our hands and sealed this 25th day of March, 2024

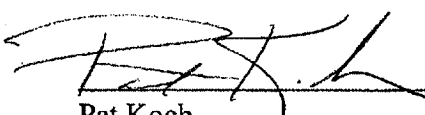
Majority of the Trustees of Rivercrest Way Condominium Trust pursuant to their powers under M.G.L. Chapter 183 Section 5(b)(2)



William Brown



David Whipple

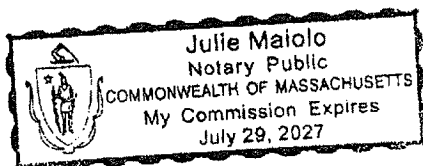


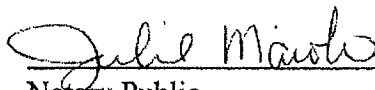
Pat Koch

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 25th day of March, 2023, before me, the undersigned Notary Public, personally appeared **DAVID WHIPPLE**, proved to me through satisfactory evidence of identification, being Massachusetts Driver's License, to be the persons whose name is signed on the attached or preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose by their free act and deed.





Notary Public
My Commission Expires:

UNIT OWNERS' ACCEPTANCE

The aforesaid Unit Owners of Unit #27 do hereby accept this easement and agreement upon the terms and conditions recited above.



Paul H. Douglas

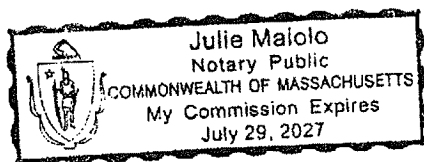


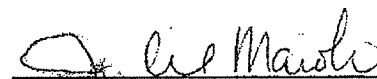
Katherine Douglas

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 27th day of March 2024, before me, the undersigned Notary Public, personally appeared **PAUL H. DOUGLAS AND KATHERINE DOUGLAS**, proved to me through satisfactory evidence of identification, being Massachusetts Driver's License, to be the persons whose name is signed on the attached or preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose by their free act and deed.





Notary Public
My Commission Expires:

RIVERCREST CONDOMINIUMS ASSOCIATION TRUST – EASEMENT AND AGREEMENT

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Whereas the Board of Trustees are willing to agree to such alteration upon the terms and conditions contained herein

Now therefore, in consideration of (\$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 M.G.L. Chapter 183A Section 5(b) the Trustees do hereby grant to owners and their successors and assigns, with Quitclaim covenants, a perpetual easement to the area adjacent to the Unit, solely for the purpose of installing a patio as described in Exhibit A or for the use of such patio for normal and customary purposes, subject to the reasonable rules and regulations which may be imposed by the Board of Trustees
2. The parties agree that the owners have made the alterations as set forth on the attached Exhibit A which specifically details the alterations that have been performed. All such alterations have been made in a good and working like matter, with quality materials
3. The parties agree that any and all repairs, maintenance or replacements of any such alteration or any other areas affected by such alteration shall from the date of installation forward be the obligation, at their sole cost and expense of owners, notwithstanding the provisions of the Rivercrest Condominium Documents. Owner shall maintain the alteration in good order and in a safe condition and shall also perform any repairs and replacements to the easement area and surrounding common areas at their sole cost and

such altercation, the parties are not otherwise changing the maintenance obligations as stated in the condominium documents.

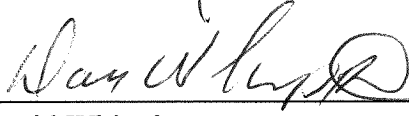
4. Owners have made such alterations at their sole cost and expense and the same shall be subject to and comply with all laws, codes and regulations regarding any construction thereon.
5. If due to the alteration any violation of law or unlawful condition shall be cited by governmental authority against unit #27 or the condominium because of owner's failure to comply with the rules and regulations then in effect or if owner's do not make the repairs described in #3, the Board of Trustees, shall so notify owners, in writing. If owners shall fail to cause such repairs to be made or cure such violation within a reasonable time, but not to exceed 120 days (weather permitting), the Board of Trustees shall have the right to cause such repairs to be made at the sole cost and expense of owners said cost and expense shall become condominium charges and expenses due from owner to the condominium association and shall be due and payable by owners within thirty (30) days of being assessed.
6. Any increase in the master insurance policy premiums attributable to such alteration shall be assessed to owners, payable as an additional common expense pursuant to M.G.L. Chapter 183A
7. The parties agree that the following shall be requirements as to size and construction of the patio to be placed on the easement area
 - A. The patio must be withing the easement area as built and shown on the plan attached hereto
 - B. No structure shall impede the flow of water to any drains
8. Owners must comply with all permits required by the Town of South Hadley, if required.
9. Owner shall be responsible to pay reasonable costs and expenses including attorney's fees in connection with drafting this easement and agreement.
10. Owners hereby agree and acknowledge that the Board of Trustees are not consenting to the conveyance of any of the common areas to owners. The alteration shall not affect the boundaries of Unit #27 or the boundaries of the common areas of Rivercrest Way Condominium.
11. The parties agree that a copy of this Easement and Agreement will be recorded with the Hampshire County Registry of Deeds.
12. This Easement and Agreement complies with requirement of section 5(b)(2) of the M.G.L. Chapter 183A

Witness our hands and sealed this 25th day of March, 2024

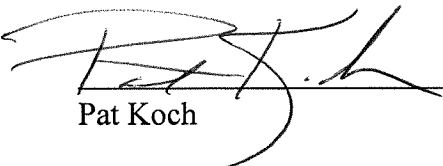
Majority of the Trustees of Rivercrest Way Condominium Trust pursuant to their powers under M.G.L. Chapter 183 Section 5(b)(2)



William Brown



David Whipple

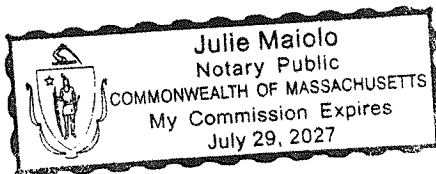


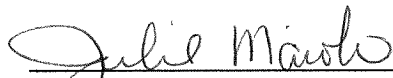
Pat Koch

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 25th day of March, 20234, before me, the undersigned Notary Public, personally appeared **DAVID WHIPPLE**, proved to me through satisfactory evidence of identification, being Massachusetts Driver's License, to be the persons whose name is signed on the attached or preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose by their free act and deed.





Notary Public
My Commission Expires:

UNIT OWNERS' ACCEPTANCE

The aforesaid Unit Owners of Unit #27 do hereby accept this easement and agreement upon the terms and conditions recited above.



Paul H. Douglas

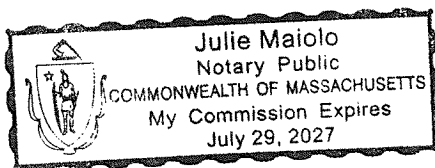


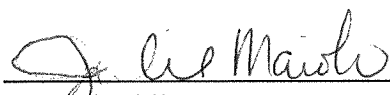
Katherine Douglas

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 28th day of March 2024, before me, the undersigned Notary Public, personally appeared **PAUL H. DOUGLAS AND KATHERINE DOUGLAS**, proved to me through satisfactory evidence of identification, being Massachusetts Driver's License, to be the persons whose name is signed on the attached or preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose by their free act and deed.





Notary Public
My Commission Expires:

AFFIDAVIT

Hampshire, ss.

April 16, 2024

I, **PAUL D. BOUDREAU**, do under oath depose and say that I am a practicing Attorney with an office in South Hadley, Hampshire County, Massachusetts; that I prepared an EASEMENT dated March 25, 2024, executed by **William Brown, David Whipple, Pat Koch** which was recorded in the Hampshire County Registry of Deeds in Book 15098, Page 304; that said EASEMENT should have had Exhibit A's attached to it; that by a scrivener's error said EASEMENT was recorded without the Exhibit A's attached; and that said EASEMENT should have been recorded with the Exhibit A's attached; and that this Affidavit will be of benefit and assistance in clarifying the chain of such title.

Signed under the pains and penalties of perjury this 16th day of April, 2024.

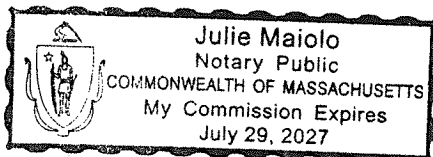

WITNESS:


PAUL D. BOUDREAU, Esquire

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 16th day of April, 2024, before me, the undersigned notary public, personally appeared PAUL D. BOUDREAU proved to me through satisfactory evidence of identification, being personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.



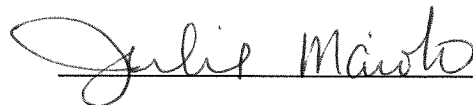

Notary Public:
My Commission Expires:

Exhibit A

