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**SECOND AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT**

This Second Amendment to the Reciprocal Easement Agreement (“Agreement”) is dated as of October 31, 2017, by and between the **TRUSTEES OF EASTVIEW CONDOMINIUM ASSOCIATION**, a Massachusetts corporation, having a mailing address c/o Hampshire Property Management Group, Inc., PO Box 686, Northampton, Massachusetts 01061 and their successors and assigns (“Eastview”) and **VILLAGE AT HOSPITAL HILL, LLC**, a Massachusetts limited liability company with a usual place of business c/o The Community Builders, Inc., 185 Dartmouth Street, 9th floor, Boston, Massachusetts 02116 and its successors and assigns (“Village LLC”).

RECITALS

WHEREAS, Hospital Hill Development LLC (the “Company”) conveyed to Wright Builders, Inc., certain land in Northampton, Massachusetts and shown as Lot B-1 (“Lot B-1”) on that certain plan entitled “Village Hill Northampton, Massachusetts Definitive Plan,” dated March 26, 2007; last revised September 10, 2007, prepared by The Berkshire Design Group, Inc., recorded with the Hampshire County Registry of Deeds at Plan Book 216, Page 17 (the “2007 Definitive Subdivision Plan”) pursuant to that certain Release Deed of even date recorded herewith;

WHEREAS, Village LLC is the owner of certain land located adjacent to Lot B-1, which property is shown as Lot 17 on the 2007 Definitive Subdivision Plan (collectively, the “Village Property”) and more particularly described in that certain Release Deed from TCB Revitalization Services LLC to Village LLC, dated on October 8, 2004 and recorded at the Hampshire County Registry of Deeds in Book 8030, Page 190;

WHEREAS, Eastview is the owner of Lot B-1 and is Wright Builder’s successor in interest to the terms and provision of a Reciprocal Easement Agreement entered into by and between Wright Builders and Village LLC as of November 10, 2009, and recorded at the Registry in Book 10019, Page 296 on November 12, 2009, as amended by that certain Amendment. Assignment and Assumption of Reciprocal Easement Agreement dated as of May 1, 2012, and recorded at the Registry in Book 11593, Page 28 on February 28, 2014. (as so amended, the “Easement Agreement”); and

WHEREAS, the parties desire to further amend the Easement Agreement as set forth below;

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AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the parties desire to amend the Easement Agreement as set forth below;

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sharing of Cost of Maintenance – Section 7.4. Section 7.4 of the Easement Agreement is hereby amended by replacing such Section, in its entirety, with the following paragraph:

7.4 Sharing of Cost of Maintenance. Eastview agrees to pay Village LLC the following sums:

- a. With respect to snow plowing costs and road maintenance costs for calendar year 2016, the parties agree on the following amounts:
 - For plowing costs incurred during the winter of 2016, the parties agree that Eastview owed the amount of \$3,608 as its share of the costs of plowing and sanding of the roadways and sidewalks associated with the Village LLC property, including roadways and sidewalks within the Access Easement (the "Plowing Fee").
 - Road maintenance costs ("Maintenance Fee") for 2016 = \$2,269
 - The parties have agreed that Eastview made payments in 2016 totaling \$4,164.
 - Therefore, Eastview still owes \$1,713 to Village LLC for the Plowing Fee and Maintenance Fee for 2016.

- b. With respect to snow plowing costs and road maintenance costs for 2017 and all other past years, the parties agree on the following amounts:
 - For plowing costs incurred during the winter of 2017 (prior to the date of this Agreement), the parties agree that Eastview owed the amount of \$3,608 as its share of the Plowing Fee.
 - Road maintenance costs ("Maintenance Fee") for 2017 = \$2,337.
 - The parties have agreed that Eastview made overpayments in prior years totaling \$4,865.

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- Therefore, Eastview still owes \$2,793 to Village LLC for 2017 and all prior years' Plowing Fee and Maintenance Fee.
- This amount will be paid to Village LLC in equal monthly installments beginning on the date of execution of this Amendment through the end of 2017 (\$931 in each of October, November and December of 2017).

c. For future plowing costs incurred after the date of this Amendment, Eastview shall pay a Plowing Fee in a fixed amount, paid in equal monthly installments beginning January 1 in each of the years specified below, calculated by increasing the amount of \$3,608 by 3% each year, to Village LLC; for example,

Winter season	2018	2019	2020	2021	2022	2023
Eastview share of snowplowing costs	\$3,716.24	\$3,827.72	\$3,942.55	\$4,060.83	\$4,182.65	\$4,308.13

c. For calendar year 2017, Eastview shall pay a fixed amount of \$2,337 for maintenance of the Access Easement other than snow plowing, including sealing, paving, drainage, striping and other work needed for short and long term maintenance of the paved portions of the easement areas (the "Maintenance Fee"). Thereafter, commencing with calendar year 2018, Eastview's annual contribution for the Maintenance Fee shall continue to be increased by 3% each year and shall be paid in advance in equal monthly installments; and

d. Exhibit B to the Easement Agreement is hereby deleted.

2. Temporary Snow Storage License. Village LLC hereby grants to Eastview and all persons claiming by, through or under Eastview, a non-exclusive, license, in, through, over, under and across the area immediately north of Landscape Easement A-1, solely for the purpose of temporarily storing excess snow resulting from plowing the parking areas of residents of Eastview. From and after the date of this Amendment, Eastview shall pay forty percent (40%) of the costs of snow removal from this license area, in addition to the Plowing Fees. Village LLC shall not revoke this license except upon written notice to Eastview for cause, such as failure to pay such costs of snow removal within thirty days of any written request from Village LLC to pay such costs.

3. Conforming Changes to Other Sections. All provisions of the Agreement other than those within this Amendment shall be revised to delete any specific references to Plowing Fees.

4. Settlement of Claims; Release. The parties acknowledge and agree that the provisions of this Amendment have been agreed to in good faith for the purpose of resolving and settling any and all rights, claims, debts, defenses, counterclaims, demands, setoffs, recoupment, actions, causes of action and suits of any nature whatsoever, in law or in equity, including emotional distress, nuisance, and costs of litigation, including

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without limitation expert and attorneys' fees, under or arising from or in any way connected with or related to the Easement Agreement, or the administration and negotiation of the foregoing up through and including the date of this Agreement (the "Claims"); and both parties therefore release, remise and forever discharge each other and their respective members, officers, directors, trustees, employees, agents, consultants, contractors, insurers, successors, assigns and transferees from any and all such Claims.

5. Ratification. Except as specifically amended herein, all of the provisions of the Easement Agreement shall remain in full force and effect.

6. Governing Law. This Amendment shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

7. Binding Effect. This Amendment and the rights and obligations contained herein, including any and all changes or modifications that may be made, shall be binding upon and inure to the benefit of, the parties and their respective heirs, successors and assigns.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]**

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Executed under seal as of the date first set forth above.

**TRUSTEES OF EASTVIEW CONDOMINIUM
ASSOCIATION,**

By: Orville Pierson
Name: ORVILLE PIERSON
Its:
Duly Authorized

By: Brian Grant
Name: Brian Grant
Its:
Duly Authorized

By: Erik A. Sessa
Name: ERIC A. SESSA
Its:
Duly Authorized

By: _____
Name:
Its:
Duly Authorized

**VILLAGE AT HOSPITAL HILL LLC, a
Massachusetts limited liability company**

By: TCB VILLAGE AT HOSPITAL HILL,
INC., its managing member

By: Eliza Datta
Name: Eliza Datta
Its: Authorized Agent
Duly Authorized

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COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 17 day of November, 2017, before me, the undersigned
notary public, personally appeared

Orville Pierson,
proved to me through satisfactory evidence of identification, which was my personal
knowledge of the identity of the principal(s), to be the person whose name is signed on
the preceding or attached document, and acknowledged to me that he/she/they signed it
voluntarily for its stated purpose, as Trustee of Eastview Condominium Association.



LISA M. NAWROCKI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 31, 2019

Lisa M. Nawrocki
(official signature and seal of notary)
My commission expires 10-31-2019

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 17 day of November, 2017, before me, the undersigned
notary public, personally appeared

Brian Grant,
proved to me through satisfactory evidence of identification, which was my personal
knowledge of the identity of the principal(s), to be the person whose name is signed on
the preceding or attached document, and acknowledged to me that he/she/they signed it
voluntarily for its stated purpose, as Trustee of Eastview Condominium Association.



LISA M. NAWROCKI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 31, 2019

Lisa M. Nawrocki
(official signature and seal of notary)
My commission expires 10-31-2019

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 20 day of November, 2017, before me, the undersigned notary public, personally appeared

Erik Sossa, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal(s), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as Trustee of Eastview Condominium Association.



LISA M. NAWROCKI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 31, 2019

[Signature]
(official signature and seal of notary)
My commission expires 10-31-2019

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18th day of December, 2017, before me, the undersigned notary public, personally appeared Eliza Datta and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, 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 Authorized Agent of TCB Village at Hospital Hill, Inc., acting in its capacity as managing member of Village at Hospital Hill, LLC, a Massachusetts limited liability company.

Christine M. Vasta
(official signature and seal of notary)
My commission expires April 29, 2022

ATTEST: HAMPSHIRE, [Signature], RECORDER
MARY COLBARDINO

