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### EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this 11<sup>th</sup> day of December, 2020 by and between EAST CHOP ASSOCIATION, INC. a Massachusetts non-profit corporation with an address of 12 Bridge Avenue, Oak Bluffs, Massachusetts (the "Grantor"), and WILLIAM J. CALLAHAN and MELISSA D. CALLAHAN of 9 Beecher Park, Oak Bluffs, Massachusetts (collectively, the "Grantees").

Whereas, the Grantor is the owner of certain real property located on Plymouth Park, Oak Bluffs, Martha's Vineyard, Dukes County Massachusetts, as more particularly described in a deed to the Grantor recorded with the Dukes County Registry of Deeds on August 28, 1952, in Book 222, Page 516 (the "Burdened Premises"); and

Whereas, the Grantees are the owners of certain real property located at 9 Beecher Park, Oak Bluffs, Martha's Vineyard, Dukes County Massachusetts, as more particularly described in a deed to the Grantees recorded on September 4, 2020 with the Land Registration Department of the Dukes County Registry of Deeds on Certificate of Title #14878 (the "Benefitted Premises"); and

Whereas, the Grantor has agreed to grant to the Grantees an easement for the benefit of the Benefitted Premises under that certain portion of the Burdened Premises consisting of land approximately thirteen (13) feet wide and fifty (50) feet long and the land required to install a Distribution Box (the said land is hereinafter referred to as the "Easement Area") as shown on the plan attached Exhibit "A" (the "Plan") to allow the Grantees to install, repair and maintain a High Capacity Infiltrator Bed and the Distribution Box for an upgraded septic system to service the Benefitted Premises with access to and from said Easement Area, as necessary; and

Whereas, the Grantees have agreed to certain limitations, conditions, and obligations relating to such easement as set forth herein;

**Now therefore, for \$1.00 and other good and valuable consideration, and intending to be bound hereby, the Grantor hereby grants to the Grantees an exclusive right and easement to install, repair and maintain a High Capacity Infiltrator Bed and a Distribution Box to service their upgraded septic system and to pass and repass by vehicular and foot traffic within the Easement Area and within a reasonable area surrounding the Easement Area for the purpose of such installation, repairs or maintenance (the "Easement"), and the Grantees hereby agree to the following restrictions, conditions, and obligations, all subject to the terms contained herein:**

1. This Easement is granted for the sole purpose for the installation, repair and maintenance of a High Capacity Infiltrator Bed and a Distribution Box to service the Grantees' upgraded septic system (the "Easement Purpose").
2. Subject to the Restrictions set forth below, the Grantees shall be solely responsible to perform any and all maintenance and improvements on, to and of the Easement Area necessary for the Grantees' use thereof.

Burdened Premises: Plymouth Park, Oak Bluffs, MA  
Benefitted Premises: 9 Beecher Park, Oak Bluffs, MA

3. The Grantees shall promptly, at their sole cost and expense, repair and/or restore any damage done to the Burdened Area in connection with the exercise of the Easement rights granted herein and upon the termination hereof shall leave the Grantor's property free and clear of debris and in its current condition.
4. The rights conferred hereby are subject to the following restrictions and limitations (the "Restrictions"): (i) the Easement Area shall not exceed the area depicted on the Plan for the High Capacity Infiltrator Bed, the area required for the Distribution Box and a reasonable area surrounding the High Capacity Infiltrator Bed and the Distribution Box to allow for any necessary repairs; (ii) no change shall be made to the material, surface or consistency of the Easement Area that varies from its current state without the express written permission of the Grantor; (iii) no above-ground structures other improvements shall be erected on or within the Easement Area; (iv) no motor vehicle, trailer, boat or conveyance of any kind shall be parked or stored within the Easement Area on either a temporary or permanent basis, except for equipment that is necessary for any repairs to the High Capacity Infiltrator Bed or the Distribution Box while such repairs are being done; and (v) the use of the Easement Area shall be governed by and used in accordance with the East Chop Association, Inc. By-Laws and Rules and Regulations. In the event of a conflict between this Easement and the By-Laws and Rules and Regulations, the latter shall govern and control except to the extent that the same prohibit or restrict use of the Easement Area for the Easement Purpose.
5. The Grantor shall have the right, at any time and from time to time, to relocate the Easement Area to a new location on the Burdened Premises, (the "New Easement Area") provided that (i) the land that constitutes the New Easement Area will adequately serve the needs the septic system of the Grantees, (ii) the New Easement Area provides access for repairs and maintenance that is not different, except insubstantially, from the access and egress provided through the Easement Area, (iii) the entire cost of such relocation, including without limitation, the cost of a new survey and plan, drafting and recording a new grant of easement is borne by the Grantor, and (iv) such relocation shall not interfere or interrupt the Grantees' easement rights except insubstantially. At the time that a New Easement Area is available for exercise of the easement rights granted hereby, the Grantor shall record with the Dukes County Registry of Deeds an amendment to this Easement Agreement defining the boundaries of the New Easement Area, approved by the Grantees, which approval shall not be unreasonably withheld, conditioned or delayed, and from and after the date of such recording (until the recording of a subsequent amendment, if any, designating another New Easement Area) the rights and obligations of the Grantor and the Grantees hereunder shall apply to the New Easement Area as defined in such amendment.
6. The Grantees hereby release to the Grantor, and permanently waive, all rights of the Grantees or of any person claiming by, through, or under the Grantees in or to the Easement Area or any other portion of the Burdened Premises, except for the easement rights granted hereunder.
7. The Grantees shall indemnify and hold the Grantor, its officers, directors, shareholders, members, agents, employees and contractors (the "Indemnified Parties") 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 Indemnified Parties (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, (b) as a result of or in connection with any failure by the Grantees to comply with the provisions of this instrument, or (c) otherwise resulting from or relating to any exercise of the rights granted to the Grantees hereunder, unless such cost, claim, expense, damage or liability is a result of the conduct of the Indemnified Parties. Without limitation of the terms of the preceding sentence, the Grantees shall pay to the Indemnified Parties all legal fees and expenses incurred by the Indemnified Parties in connection with the enforcement of the provisions of this Agreement and the recovery of damages or equitable relief relating to any failure by the Grantees to comply with the provisions of this Agreement.

8. This Easement is conveyed subject to the right hereby expressly reserved by the Grantor to continue to enjoy the use of the Easement Area and the Burdened Land for all purposes not adverse to the rights herein granted to the Grantees.
9. Upon the termination of this Agreement the Grantees shall at its sole cost restore the Easement Area as near as possible to its condition existing as of the date hereof.
10. Notwithstanding anything herein to the contrary, this Easement shall run with the land and inure to the benefit and be binding on the Grantor and the Grantees and their successors in title, provided, however, that the Grantees are not in default and this Easement is not terminated for such default.-
11. Any notices hereunder shall be in writing and shall be sent to the parties at their addresses set forth above, by (i) certified mail, return receipt requested; or (ii) a national overnight courier service; or (iii) facsimile transmission with confirmation receipt; or (iv) hand delivery. Such notice shall be deemed effective either: (i) on the third (3rd) business day after being sent, by registered or certified mail, return receipt requested, postage prepaid; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery carrier; (iii) on the date delivered by facsimile transmission to the respective facsimile number of a party specified above; or (iv) on the date personally delivered to the intended recipient at the address specified above, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed.
12. This Agreement and Easement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement and Easement shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Agreement and Easement shall be construed as if such provision had never been made a part hereof.

Executed this 11<sup>th</sup> day of December, 2020.

East Chop Association, Inc.

By: C. R. Dripps  
President

Its:

W. Callahan  
William J. Callahan

Melissa Callahan  
Melissa D. Callahan

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this 11<sup>th</sup> day of December, 2020, before me, the undersigned notary public, personally appeared Craig R. Dripps, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 President of East Chop Association, Inc.

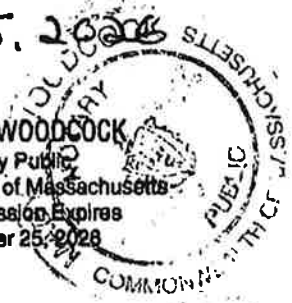
Mary M Woodcock  
Notary Public

My commission expires:

December 25, 2028



MARY M. WOODCOCK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 25, 2028



COMMONWEALTH OF MASSACHUSETTS

DUKES, ss.

On this 11 day of December, 2020, before me, the undersigned notary public, personally appeared William J. Callahan, proved to me through satisfactory evidence of identification, which was Person Knick, 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 \_\_\_\_\_ of East Chop Association, Inc.



[Signature], Notary Public

My commission expires: 8/12/2027

COMMONWEALTH OF MASSACHUSETTS

DUKES, ss.

On this 11 day of December, 2020, before me, the undersigned notary public, personally appeared Melissa D. Callahan, proved to me through satisfactory evidence of identification, which was Person Knick, 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 \_\_\_\_\_ of East Chop Association, Inc.



[Signature], Notary Public

My commission expires: 8/12/2027

Exhibit "A"

Easement Plan



Doc 00089602

DUKES LAND COURT  
REGISTRY DISTRICT  
RECEIVED FOR REGISTRATION

On: Jan 11, 2021 at 01:10P

Document Fee 105.00 Rec Total \$105.00

NOTED ON: CERT 14878 BK 00081 PG 151