

Easement from
Meshaket Road to
Boston Equity RE LLC property



2018 00001070

Bk: 1481 Pg: 424 Doc: AGR

Page: 1 of 8 02/22/2018 12:13 PM

ACCESS AND UTILITY EASEMENT AGREEMENT

This **ACCESS AND UTILITY EASEMENT AGREEMENT** is entered into as of the 22nd day of February, 2018, by and between MV Estates, Inc., a Nevada corporation, with an address of c/o Gilbert Menna, 100 Northern Avenue, Boston, MA 02110 ("MV Estates") and **Boston Equity RE LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, with an address of P. Box 520370, Salt Lake City, UT 84152 ("Boston Equity") and **Meeting House Way, LLC**, a Massachusetts limited liability company with an address of 100 Northern Avenue, Boston, MA 02110 ("Meeting House"). (MV Estates, Boston Equity and Meeting House may be referred to herein singly as a "Party" and together as the "Parties".)

RECITALS

WHEREAS, MV Estates is the owner of a certain parcel of land located on Meshaket Road, in Edgartown, Massachusetts, more particularly described in a deed from ADEC Meeting House Way Real Estate, LLC to MV Estates, dated February 22, 2018, recorded with the Dukes County Registry of Deeds ("Registry") herewith (the "MV Estates Parcel"); and

WHEREAS, Boston Equity is the owner of a certain parcel of land located on Meetinghouse Way, in Edgartown, Massachusetts, being shown as "LOT 2 +/- 8.46 Acres" on a plan entitled "Plan of Land in Edgartown, Mass. Surveyed For ADEC Meeting House Way Real Estate, LLC Scale 1" = 100' March 15, 2017 Vineyard Land Surveying & Engineering, Inc. P.O. Box 421, West Tisbury, MA 02575", recorded in the Dukes County Registry of Deeds ("Registry") in Plan Book 18, Page 105 (the "Plan") (the "Boston Equity Parcel") and being more particularly described in a deed from ADEC to Boston Equity, recorded herewith; and

WHEREAS, Meeting House is the owner of a certain parcel of land located at 139 Meeting House Way, in Edgartown, Massachusetts, being shown as Lots 1, 2, 3, 4 and 5 on a plan entitled, "Plan of Land in Edgartown, Mass. Prepared for David B. Blatt Scale 1" = 100' May 15, 2017 Schofield, Barbini & Hoehn Inc. Land Surveying Civil Engineering 12 Surveyor's Lane, Box 339 Vineyard Haven, Mass.", recorded in the Registry in Plan Book 18, Page 71, and being the property described in a deed to Meeting House dated June 21, 2017, recorded in the Registry in Book 1442, Page 485 (the "Meeting House Parcel"); and

WHEREAS, MV Estates and Boston Equity are parties to a certain Access and Utility Easement Agreement dated February 22, 2018 and recorded in the Registry herewith between MV Estates, ADEC Meeting House Real Estate, LLC ("ADEC") and Boston Equity, (the "ADEC Easement"); and

WHEREAS, MV Estates and Boston Equity have agreed that MV Estates will grant to Boston Equity an easement appurtenant to the Boston Equity Parcel for access and utilities on, over and across Division Road as it crosses the MV Estates Parcel to Meshacket Road; and

WHEREAS, MV Estates and Meeting House have agreed that MV Estates will grant to Meeting House an easement appurtenant to the Meeting House Parcel for access and utilities on, over and across Division Road as it crosses the MV Estates Parcel to Meshacket Road, and

WHEREAS, Meeting House has agreed that it will install certain utilities that may be used by Meeting House, MV Estates, Boston Equity and ADEC pursuant to the ADEC Easement.

NOW THEREFORE, in consideration of the performance of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, MV Estates, Boston Equity and Meeting House, agree as follows:

AGREEMENT

1. **Grant of Easement.** MV Estates hereby grants to Boston Equity, its successors and assigns, with quitclaim covenants, a non-exclusive perpetual right and easement, for the benefit of and appurtenant to the Boston Equity Parcel, for ingress and egress on foot and with vehicles to and from Meshacket Road to and from the Boston Equity Parcel; to locate, lay, excavate, drill, install, construct, repair, replace, reconstruct, maintain, alter, remove, inspect, operate and use one or more underground pipes, lines, conduits, mains and appurtenances for water, sewer, electricity, cable and other utility services to and from Meshacket Road to and from the Boston Equity Parcel; to cut, clear, trim and remove vegetation and other obstructions as may be reasonably necessary for the proper accomplishment of the purposes of this grant of easement; for all other purposes more specifically set forth in that certain Easement, Declaration of Restrictive Covenants and Right of First Refusal, by and between Eric T. Turkington, Trustee of EVH Realty Trust and Jan W. Whiting, Special Master, dated as of January 31, 2006 and recorded in the Registry in Book 1112, Page 93; and for all other purposes for which streets and ways are now or may hereafter may be used in the Town of Edgartown, but not parking

MV Estates hereby grants to Meeting House, its successors and assigns, with quitclaim covenants, a non-exclusive perpetual right and easement, for the benefit of and appurtenant to the Meeting House Parcel, for ingress and egress on foot and with vehicles to and from Meshacket Road to and from the Meeting House Parcel; to locate, lay, excavate, drill, install, construct, repair, replace, reconstruct, maintain, alter, remove, inspect, operate and use one or more underground pipes, lines, conduits, mains and appurtenances for water, sewer, electricity, cable and other utility services to and from Meshacket Road to and from the Meeting House Parcel; to cut, clear, trim and remove vegetation and other obstructions as may be reasonably necessary for the proper accomplishment of the purposes of this grant of easement; for all other purposes more specifically set forth in that certain Easement, Declaration of Restrictive Covenants and

Right of First Refusal, by and between Eric T. Turkington, Trustee of EVH Realty Trust and Jan W. Whiting, Special Master, dated as of January 31, 2006 and recorded in the Registry in Book 1112, Page 93; and for all other purposes for which streets and ways are now or may hereafter may be used in the Town of Edgartown, but not parking (together, the easement to Boston Equity and the easement to Meeting House being the "Easement").

2. **Location of Easement.** The location of the Easement shall be (i) a forty (40) foot strip of land, the centerline of which is the same as the centerline of "Division Road" as shown on a plan entitled "Plan of Land in Edgartown, Mass. Surveyed for Richard Brown Scale 1" = 100' January 16, 2006 Vineyard Land Surveying & Engineering, Inc. P.O. Box 421 West Tisbury, MA 02575 508-693-3774" recorded in the Dukes County Registry of Deeds in Plan Book 15, Page 155 (said forty (40) foot strip shall be referred to herein as "Division Road"); and (ii) the location of the current traveled way over the MV Estates Parcel that provides access between Meshacket Road and Division Road (the "MV Estates Parcel Road").
3. **Relocation of Easement.** Each Party shall have the right to relocate the Easement if such relocation is reasonably necessary or convenient to accommodate any improvements to that party's property provided that (i) the relocated easement provides reasonably equivalent easement rights to the other Party's property; (ii) the full cost of such relocation including any reasonable attorney's fees or other costs incurred by the other Party shall be borne by the Party seeking to relocate the Easement; (iii) there shall be no material interruption of the Easement; (iv) the Party seeking to relocate the Easement shall cause a plan to be prepared showing the location of the Easement as relocated; and (v) the Easement as relocated is located entirely within the bounds of Division Road or the MV Estates Parcel, as applicable. Upon such relocation, the Easement existing for the prior location shall terminate and a new easement (on the same terms and conditions set forth herein) shall automatically be created for the new location of such Easement. The Party seeking to relocate the Easement shall use its best efforts to notify the other party at least fourteen (14) days in advance of the exercise of any of the rights of relocation granted herein.
4. **Water and Sewer.** Meeting House shall, at its sole cost and expense, cause to be installed and activated in, on, under and across the MV Estates Parcel Road and Division Road underground pipes, lines, conduits, mains and appurtenances (the "Water and Sewer Lines and Equipment") reasonably necessary to enable MV Estates, Meeting House, ADEC and Boston Equity to tie into the Water and Sewer Lines and Equipment in a location chosen by Boston Equity in conformance with the ADEC Easement, to provide municipal water and sewer service all in conformance with the terms and conditions of the ADEC Easement. (the "Work").
5. **Assignment of Duties and Responsibilities.** Boston Equity hereby assigns all of its duties and responsibilities under the ADEC Easement to Meeting House and Meeting House hereby agrees to perform all duties and responsibilities of Boston Equity under the ADEC Easement.

6. **Restoration of Property.** Any property disturbed as a result of the exercise of the rights and obligations set forth herein, shall be restored to a condition substantially similar to that which existed prior to such disturbance by the Party who caused such disturbance.
7. **Indemnification.** Meeting House hereby agrees to indemnify and save Boston Equity and MV Estates harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability or damages, including reasonable attorneys' fees and disbursements, caused by, related to or in any way arising out of the exercise by Meeting House or their agents, employees, licensees, contractors and representatives of the rights and obligations set forth herein or set forth in the ADEC Easement.
8. **Work.** Meeting House shall secure any and all necessary permits, orders, certificates, authorizations and other approvals from the Town of Edgartown, the Commonwealth of Massachusetts, or any other sovereign body with jurisdiction prior to conducting any of the work authorized or required by any portion of this Agreement. Meeting House shall cause any and all work authorized or required by any portion of this Agreement to be performed in a good and workmanlike manner by licensed and insured professionals and in compliance with all laws, by-laws, rules, regulations and other applicable authority. Meeting House shall not permit any mechanics', materialmen's or similar liens to encumber the MV Estates Parcel for labor and material furnished to Meeting House or claimed to have been performed at the direction of MV Estates, and shall cause any such liens to be satisfied and released of record forthwith without cost to MV Estates.
9. **Notice.** Any notices given hereunder shall be in writing and shall be delivered in hand, mailed postage prepaid, by registered or certified mail, return receipt requested, or shall be sent by Federal Express or another nationally recognized overnight delivery service, addressed to the party for whom the notice is intended at the address of such party maintained by the Board of Assessors for the Town of Edgartown. Any such notices shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service, or, if so delivered by such overnight delivery service, when deposited with said overnight delivery service.
10. **Running of Benefits and Burdens.** All of the rights and obligations set forth in this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their successors and assigns as owners of their respective above-described properties. The terms, "Meeting House", "ADEC", "Boston Equity" and "MV Estates" as used herein shall include each such Party's successors and assigns.
11. **Restriction.** To the extent that any provisions of this Agreement is deemed to constitute restrictions subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then all such restrictions shall be binding upon the Parties hereto for a term of one hundred fifty (150) years from the date of recording hereof and shall remain in full force and effect in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, which provision of M.G.L. Chapter 184, Section 27 permit the extension of the period of

enforceability of said restrictions by the recording of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter, or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions. Any restrictions set forth herein shall run with the land. Any restrictions that burden MV Estates shall be and be deemed of actual and substantial benefit to Boston Equity and the Boston Equity Parcel and to Meeting House and the Meeting House Parcel, within the meaning of M.G.L. c. 184 §27 and §30, for so long as they remain in effect, shall be enforceable by Boston Equity and Meeting House, and shall be and be deemed a burden on the MV Estate Parcel.

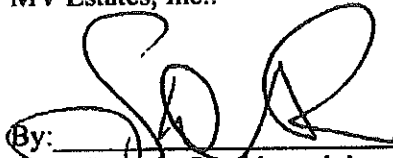
12. **Interpretation.** This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof, and may not be canceled, amended, or waived except by written instrument executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to choice of law provisions). No waiver by either party of any breach by the other party of, or failure of the other party to comply with, any condition or provision of this Agreement shall be deemed a waiver of any other breach or failure.
13. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same Agreement.
14. **Severability.** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
15. **Paragraph Headings.** The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret or construed to amend, alter, enhance, diminish from or otherwise affect the substantive provisions hereof.

REMAINDER OF PAGE INTENTIONALLY BLANK

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as a sealed instrument on the day and date set forth above.

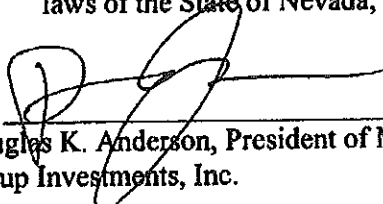
MV Estates, Inc.:


By: 
Steve Perry, its President, duly authorized

By: 
Richard Matthews its Treasurer, duly authorized

Boston Equity RE LLC:

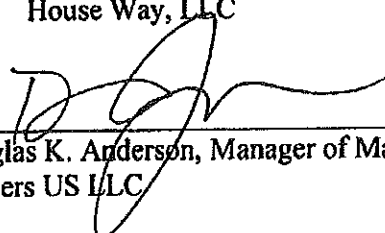
By: Meridian Group Investments, Inc., a
corporation organized and existing under the
laws of the State of Nevada, its Manager

By: 
Douglas K. Anderson, President of Meridian
Group Investments, Inc.

By: 
Richard G. Matthews, Treasurer of Meridian
Group Investments, Inc.

Meeting House Way, LLC:

By: Management Partners US LLC
a foreign limited liability company qualified
in Massachusetts, Manager of Meeting
House Way, LLC

By: 
Douglas K. Anderson, Manager of Management
Partners US LLC

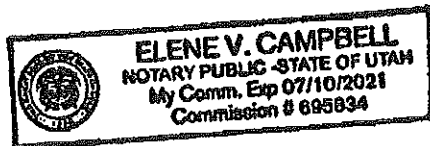
STATE OF Utah

Salt Lake County, ss.

On this 20th day of February, 2018, before me, the undersigned notary public, personally appeared Steve Perry, President of MV Estates, Inc., proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 free act and deed of MV Estates, Inc.

Elene V. Campbell
Notary Public
Print Name: Elene V. Campbell
My commission expires: 7.10.21

AFFIX :
NOTARIAL :
SEAL :



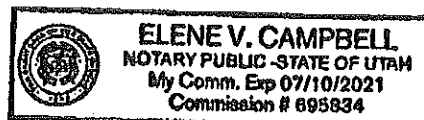
STATE OF Utah

Salt Lake County, ss.

On this 20th day of February, 2018, before me, the undersigned notary public, personally appeared Richard Matthews, Treasurer of MV Estates, Inc., proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 free act and deed of MV Estates, Inc.

Elene V. Campbell
Notary Public
Print Name: Elene V. Campbell
My commission expires: 7.10.21

AFFIX :
NOTARIAL :
SEAL :



STATE OF UtahSalt Lake County, ss.

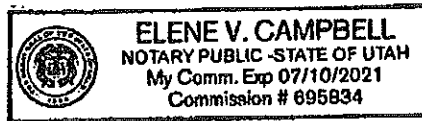
On this 20th day of February, 2018, before me, the undersigned notary public, personally appeared Douglas K. Anderson, President of Meridian Group Investments, Inc., which is the Manager of Boston Equity RE LLC, proved to me through satisfactory evidence of identification of the principal, which was Personal Knowledge 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 free act and deed of Meridian Group Investments, Inc., the Manager of Boston Equity RE LLC.



Notary Public

Print Name: Elene V. CampbellMy commission expires: 7.10.21

AFFIX :
NOTARIAL :
SEAL :

STATE OF UtahSalt Lake County, ss.

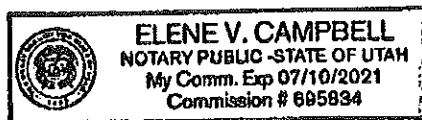
On this 20th day of February, 2018, before me, the undersigned notary public, personally appeared Richard G. Matthews, Treasurer of Meridian Group Investments, Inc., which is the Manager of Boston Equity RE LLC, proved to me through satisfactory evidence of identification of the principal, which was Personal Knowledge 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 free act and deed of Meridian Group Investments, Inc., the Manager of Boston Equity RE LLC.



Notary Public

Print Name: Elene V. CampbellMy commission expires: 7.10.21

AFFIX :
NOTARIAL :
SEAL :



STATE OF UtahSalt Lake County, ss.

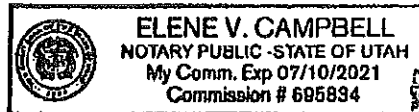
On this 20th day of February, 2018, before me, the undersigned notary public, personally appeared Douglas K. Anderson, Manager of Management Partners US LLC, which is the Manager of Meeting House Way, LLC, proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 free act and deed of Management Partners US LLC and Meeting House Way, LLC.

Elene V. Campbell

Notary Public

Print Name: Elene V. CampbellMy commission expires: 7.10.21

AFFIX :
 NOTARIAL :
 SEAL :



ATTEST: Paulo C. DeOliveira, Register
 Dukes County Registry of Deeds