

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
[www.franklinma.gov](http://www.franklinma.gov)

OFFICE OF THE TOWN ADMINISTRATOR

August 13, 2021

**To:** Town Council

**From:** Jamie Hellen, Town Administrator

**RE: 21-49: Acceptance of Access Easement Over Property Located at 340 East Central Street**

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Before the Council tonight is a resolution to accept an access easement over property located at 340 East Central Street to allow access for our DPW and Water Department. 340 East Central Street, LLC and Taj Estates of Franklin, LLC, have agreed to grant the Town of Franklin a permanent access easement over that portion of Grantors' land shown as "E-1A", "E-1B", "E-2A" and "E-2B". This easement has been prepared in concert with the Town Attorney.

If you have any additional questions please feel free to ask and we look forward to the discussion next week.



**TOWN OF FRANKLIN  
RESOLUTION 21-49**

**ACCEPTANCE OF ACCESS EASEMENT OVER PROPERTY  
LOCATED AT 340 EAST CENTRAL STREET**

**WHEREAS,** 340 East Central Street, LLC and Taj Estates of Franklin, LLC are the owners of Lot 7 and Lot 6, respectively, located at 340 East Central Street, both lots being shown on a plan drawn by Guerriere and Halnon, Inc. dated January 18, 2021 and filed in the Land Registration office of the Land Court as No. 11932H, and

**WHEREAS,** 340 East Central Street, LLC and Taj Estates of Franklin, LLC, having agreed to grant to the Town of Franklin a permanent access easement over that portion of Grantors' land shown as "E-1A", "E-1B", "E-2A" and "E-2B" on said plan, executed an "Access Easement" to the Town of Franklin, for nominal consideration on July 15, 2021, a true copy of said "Access Easement" being attached hereto as "Exhibit 1",

**NOW THEREFORE, BE IT ORDERED THAT:** the Town of Franklin acting by and through its Town Council, accepts the "Access Easement", a true copy of which is attached hereto as "Exhibit 1" and it is further ordered that a true copy of this resolution, together with the original "Access Easement" be recorded at Norfolk County Registry of Deeds/Land Court.

This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2021

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

**Nancy Danello, CMC  
Temporary Town Clerk**

\_\_\_\_\_  
**Glenn Jones, Clerk  
Franklin Town Council**

## ACCESS EASEMENT

This Easement (the "Easement") is granted this 15<sup>th</sup> day of July, 2021 by **340 East Central Street, LLC**, a Massachusetts limited liability company ("340") having a usual place of business at 511 East Central Street, Franklin, MA 02038 and **Taj Estates of Franklin LLC**, a Massachusetts limited liability company having a usual place of business at 95 East Main St., Suite 100, Westborough, MA 01581 ("Taj") and collectively with 340 ("Grantor") to the **Town of Franklin**, a Municipal Corporation in Norfolk County, Massachusetts with its municipal offices having an address of 355 East Central Street, Franklin, Massachusetts ("Town" or "Grantee") and its successors and/or assigns for the benefit of access and egress and is granted pursuant to the terms set forth herein.

### RECITALS

WHEREAS, the Grantor owns the properties shown as shown as Land Court Lots 6 & 7 on a plan drawn by Guerriere & Halnon, Inc. dated January 18, 2021, as approved by the Land Court, filed in the Land Registration Office as No. 11932H, a copy of a portion of which is filed in Norfolk Registry District with Taj owning said Lot 6 as evidenced by Certificate of Title No. 204286 and 340 owning Lot 7 as evidenced by Certificate of Title No. 205019 (collectively, the "Land");

WHEREAS, Grantee is the grantee of an existing easement through said Lot 6 and shown on said plan as "Existing 20' Wide Easement for Access and Utilities" as evidenced by Document No. 553522 (the "Existing Easement")

WHEREAS, Grantee has requested that Grantor grant to Grantee an easement for access to and egress from the Existing Easement to and from East Central Street over the Land of the Grantor, and Grantor has agreed to grant such easement, subject to the terms of this Easement.

NOW, THEREFORE, the Grantor does hereby grant to Grantee the following easement for the benefit of Existing Easement:

1. Grant of Access Easement. A perpetual and non-exclusive easement for the benefit of Grantee, its successors and assigns, including its employees, contractors, sub-contractors, licensees or invitees, to travel over the asphalt paved drives ("Drives") on the Land shown as "E-1A", "E-1B", "E-2A" and "E-2B" on said plan. Grantee shall have the right to use the Drives for access and egress to and from the Existing Easement of the Town to and from East Central Street.

Notwithstanding the foregoing, the easement granted herein is specifically not granted to the public and the public shall have no right to use the Drives, pursuant to this Easement..

2. Repair and Maintenance. The cost of repair and/or maintenance of the Drives shall be the sole responsibility of the Grantor.

3. Grantor Covenants The Grantor, for itself and its successors in title, covenants that it shall not permit any use within said Drives which is inconsistent with this Easement, including, but not limited to, the erection of any non-related structures of any kind or the planting of shrubs and/or trees within the Drives or performing any act which will impair the function and purpose of said this Easement. Grantor, for itself and its successors in title, (further) covenants that the location of the Drives shall not be changed without the prior written consent of Grantee

4. Running with the Land. This Easement is intended to run with the land.

6. Successors and/or Assigns. All obligations and/or rights granted hereunder to the Grantor as owner of the Land and the Grantee as grantee of the Existing Easement shall be binding on any successors and/or assigns.

7. General Provisions. The following general provisions shall apply to the rights and privileges granted herein:

A. Amendments. The provisions of this Easement may be abrogated, modified, rescinded or amended, in whole or in part, only by declaration in writing, duly executed and acknowledged by the signatories to this Easement.

B. Governing Law. The laws of the Commonwealth of Massachusetts shall govern this Easement.

[The remainder of this page is blank.

Signatures follow on the next pages.]

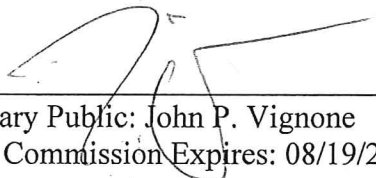


340 EAST CENTRAL STREET, LLC,  
A Massachusetts limited liability company

By:   
Name: Joseph F. Halligan, Jr.  
Title: Authorized Member

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF NORFOLK

In Wrentham, on the 15<sup>th</sup> day of July, 2021, before me personally appeared Joseph F. Halligan, Jr., to me known and known by me to be the Authorized Member of 340 EAST CENTRAL STREET, LLC and the party executing the foregoing instrument for and on behalf of 340 EAST CENTRAL STREET, LLC and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed as aforesaid and the free act and deed of 340 EAST CENTRAL STREET, LLC.

  
Notary Public: John P. Vignone  
My Commission Expires: 08/19/2022

