

Suffolk County - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
39804	EASEMENT		57914/1	05/10/2017	0.00
Property-Street Address and/or Description					
37 BEACON ST UNITS 62,63,64					
Grantors					
BEACON STREET CONDOMINIUM TRUST 37, AMS JOHN, CARROLL WILLIAM, GRAY JOANNE, JUDGE KATHERINE					
Grantees					
COFFIN ROBERT, DIETRICH REBECCA S					
References-Book/Pg Description Recorded Year					
11234/1 MD 1984					
Registered Land Certificate(s)-Cert# Book/Pg					

Suffolk County Registry of Deeds

Electronically Recorded Document

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Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

THE 37 BEACON STREET CONDOMINIUM
GRANT OF EASEMENT PURSUANT TO G.L.c. 183A§5(b) 2 (i)
(Books 11234 and 12010, Pages 001 and 258 respectively)

TO ROBERT COFFIN AND REBECCA SKYE DIETRICH
(See Book 51280 Page 304)

The undersigned, being a majority of the duly elected/appointed members of the Board of Trustees of the 37 Beacon Street Condominium Trust (hereinafter for convenience referred to as (the "Board"), u/d/t dated October 31, 1984 and recorded with the Suffolk County Registry of Deeds on April 28, 2003 at Book 11233, Page 307, which Board is the governing body of the organization of unit owners of the 37 Beacon Street Condominium, a Condominium created in accordance with Massachusetts G.L.c. 183A, by the filing of a Master Deed dated October 31, 1984 and recorded with the Suffolk County Registry of Deeds at Book 11234, Page 001 and confirmed by Confirmatory Master Deed dated October 30, 1985 recorded at Book 12010, Page 259 (the "Master Deed") do hereby certify that in accordance with Massachusetts General Laws Chapter 183A, §5(b)(2)(i), as amended, and in accordance with the terms and conditions hereof as agreed to by Robert Coffin and Rebecca Skye Dietrich of 37 Beacon Street, Units 62, 63, and 64, Boston, Massachusetts (hereinafter for convenience referred to as the "Owners," being the current record owners of Units 62, 63 and 64, residential Units in a certain Building (hereinafter for convenience referred to as the "Building"), which Building contains the designation, "The 37 Beacon Street Condominium" in the Master Deed of The 37 Beacon Street Condominium; that after a duly Noticed meeting an easement, has been granted to the owners as set forth herein below.

WHEREAS The Master Deed of the Condominium states, in pertinent part, as follows:

“6. Description of the Common elements.

The common areas and facilities of the Condominium (hereinbefore and hereinafter called the “Common Elements”) consist of: ...

- (B) (i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;
- (ii) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways, and the Office adjacent to the Lobby on the first floor,

WHEREAS Robert Coffin and Rebecca Skye Dietrich, who are the current record Owners of Units 63 and 64 pursuant to a Unit Deed dated April 11, 2013 and recorded with the Suffolk County Registry of Deeds in Book 51280 at Page 304 and who are the current record Owners of Unit 62 pursuant to a Unit Deed dated May 24, 2016 and recorded with the Suffolk County Registry of Deeds in Book 56164 at Page 193, have applied to the Board of Trustees for permission to construct a roof deck above Units 61 and 62 together with a staircase and head house from Unit 62 to the roof deck that will require cutting through the common area located between said Unit 62 and the roof as well as through the roof itself (the “Construction Work”); and

WHEREAS the Master Deed establishing the 37 Beacon Street Condominium at Section 15 provides that the owner of Unit 63 and 64 at the Condominium has the right to construct a roof deck; and

WHEREAS M.G. L.c. 183A§5(b) 2 (ii) (a) requires the consent of adjoining owners and first mortgagees when the Board is contemplating granting an easement for the exclusive use of common area; and

WHEREAS in order to properly secure the head house and roof deck, a certain portion of the proposed construction deck will involve common area located directly above Unit 61;

WHEREAS Richard Gray and Joanne Lawrence Gray are the current record owners of Unit 61 pursuant to a Unit Deed dated June 8, 2012 and recorded with the Suffolk County Registry of Deeds in Book 49739 at Page 28 at the Condominium; and

WHEREAS Richard Gray and Joanne Lawrence Gray have given their consent to the construction work;

WHEREAS the first mortgagee of Unit 61 has given consent to the construction work [or has been deemed to give consent]; and

WHEREAS, the Owners have submitted a description of the exact proposed location of the stair case and head house; and

WHEREAS, the Owners have submitted detailed construction plans for the staircase, head house, roof deck and support system needed to secure the head house and roof deck to the roof ; and

WHEREAS the Owners have agreed that the work described above will be performed by a licensed and insured General Contractor at the Owners' expense; and

WHEREAS M.G. L.c. 183A§5(b) 2 (ii) provides as follows:

“(2) The organization of unit owners, acting by and through its governing body, shall have the power and authority, as attorney in fact on behalf of

all unit owners from time to time owning units in the condominium, except as provided in this subsection, to: . . . (ii) Grant to or designate for any unit owner the right to use, whether exclusively or in common with other unit owners, any limited common area and facility, whether or not provided for in the master deed, upon such terms as deemed appropriate by the governing body of the organization of unit owners; provided, however, that consent has been obtained from (a) all owners and first mortgagees of units shown on the recorded condominium plans as immediately adjoining the limited common area or facility so designated and (b) 51 per cent of the number of all mortgagees holding first mortgages on units within the condominium who have given notice of their desire to be notified thereof as provided in subsection (5) of section 4. In such case as the limited common area or facility shall directly and substantially impede access to any unit, the consent of the unit owner of such unit and its first mortgagee, if such mortgagee has requested notice as aforesaid, shall also be required. Such grant or designation, and the acceptance thereof, shall be effective 30 days following the recording, within the chain of title of the master deed or of the declaration of trust or by-laws, of an instrument duly executed by the governing body of the organization of unit owners and the grantee or designee and his mortgagees, which instrument shall accurately designate, depict and describe the area affected and the rights granted and designated, and shall recite compliance with the requirements of this subsection. Such grant or designation shall be considered an appurtenance to the subject unit and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.” and

WHEREAS no mortgagees on units within the condominium have requested any notice pursuant to Subsection 5 of Section 4 as aforesaid; and

WHEREAS the grant of the proposed easement is not inconsistent with the peaceful and lawful use and enjoyment of the common condominium property by the Owners thereof, and

WHEREAS the Owners of Unit 62 and 63 & 64 have agreed to comply with the requirements and conditions of the Board of Trustees set forth herein;

WHEREAS the Trustees do not believe there is any detriment to the Condominium and its Unit Owners that the Owners be permitted to construct the staircase, head house and roof deck in the location described, as requested.

Now, therefore, in consideration of the mutual promises and undertakings hereinafter set forth herein and in the above mentioned Agreement upon which the easement granted herein is conditioned, the parties hereto hereby agree as follows:

The Board of Trustees hereby grant to the Grantees/Owners, their successor and assigns easements through the common area located between Unit 62 and the roof as well as through the roof itself to install a staircase from Unit 62 to the roof in accordance with all provisions described herein.

Any alteration to the common area of the Building hereby permitted is strictly conditioned upon the work being constructed and performed in accordance with all conditions stated herein and that provided further that:

- A. Prior to the commencement of any work, the Owners will obtain all necessary governmental permits and approvals and provide copies of the same to the Board of Trustees;
- B. Unless otherwise approved in writing by the Trustees, the exterior aesthetics of the building shall remain similar to the existing structure including the newly installed head house and roof deck;
- C. The work will be performed by licensed and insured professional(s);
- D. Copies of said contractor(s) license(s) and insurance will be provided to the Board of Trustees and that the 37 Beacon Street Condominium Trust

will be named as an additional named insured on the Contractor's Insurance, with a Certificate of Insurance provided to the Board of Trustees prior to commencement of any work;

- E. The Owners will indemnify and hold harmless the Managing Board of Trustees of the 37 Beacon Street Condominium Trust, its agents, and all unit owners from and against all loss, liability, damage and expense, including court costs and attorney's fees resulting from, or arising in connection with any loss or damage to property or injury to person(s), actual or claimed, which they may suffer or incur as a result of the owners construction work;
- F. The Owners will be responsible for all costs incurred by the Board of Trustees including but not limited to engineering reports, reasonable attorney's fees and costs of drafting and recording of this Easement and any plans related thereto;
- G. The Owners, their heirs, successors and assigns shall be responsible for any and all future, maintenance, snow removal, replacement or repair of all components of the head house and roof deck.
- H. The Owners, their heirs, successors and assigns shall be solely responsible for the removal and replacement of the head house and roof deck should the Trustees request their removal so that the roof (including but not limited to the roof's rubber membrane) can be repaired, maintained or

replaced as determined by the Trustees in the sole exercise of their discretion.

- I. In the event Unit 62 is no longer owned in common ownership with Unit 63 and 64 the staircase and roof access located in Unit 62 must be removed by the then current owner of said Unit and the roof and any common area located under the roof access area be restored to its previous condition subject to inspection by the Board of Trustees or its managing agent;
- J. With respect to said construction, the Owners do hereby for themselves and their heirs, successors and assigns agree to repair any portion of the condominium, including by way of illustration and not by way of limitation the units and the common elements comprising the 37 Beacon Street Condominium and any personal property or furnishings contained therein made necessary now or in the future as a direct or indirect result of the construction of the staircase, head house and roof deck (the "Construction Work") and does hereby agree to indemnify, hold harmless, defend and insure the Board of Trustees, their successors, and assigns of and from all claims, actions, demands and causes of action and any and all costs or expenses incurred in connection therewith, including by way of illustration and not by way of limitation, any and all court costs and legal fees incurred in the defense of any claims arising out of the aforesaid items in the event that any such arise directly or indirectly out of

or from the Construction Work resulting directly or indirectly as a result thereof.

IN WITNESS WHEREOF, the Board of Trustees of the 37 Beacon Street Condominium hereunto set their hands and seals this 16 day of April, 2017.

John S. Ams

, Trustee and not Individually
William Carroll

, Trustee and not Individually

Joanne Gray

, Trustee and not Individually
Katherine Judge

, Trustee and not Individually


COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 16th day of April, 2017, before me, the undersigned notary public, personally appeared John Ams; William Carroll; Joanne Gray and Katherine Judge who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her/them voluntarily for its stated purpose, as Trustees of the 37 Beacon Street Condominium Trust.

Stephanie Biqqs
Notary Public
Print Notary Public's Name Stephanie Biqqs
My Commission Expires 02/11/2022
Qualified in the Commonwealth of Massachusetts

The terms and conditions of this Easement and Agreement are hereby agreed to.



Robert Coffin, Owner and individually



Rebecca Skye Dietrich, Owner and individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 14th day of April, 2017, before me, the undersigned notary public, personally appeared Robert Coffin and Rebecca Skye Dietrich who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the persons whose name are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose.

Stephanie Biqqs
Notary Public
Print Notary Public's Name Stephanie Biqqs

My Commission Expires 02.11.2022
Qualified in Commonwealth of Massachusetts