

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 PETER KELSEY and BRENN A CASEY

(See Book ___ Page ___)



2017 00113911
Bk: 58981 Pg: 131 Page: 1 of 9
Recorded: 12/28/2017 08:50 AM
ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

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 Peter Kelsey and Brenna Casey of 37 Beacon Street, Unit 5, Boston, Massachusetts (hereinafter for convenience referred to as the "Owners," being the current record owners of Unit 5, a residential Unit 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 of the Board 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 Peter Kelsey and Brenna Casey, the current record Owners of Unit 5 pursuant to a Unit Deed dated March 3, 2015 and recorded with the Suffolk County Registry of Deeds in Book 54150 at Page 18, have applied to the Board of Trustees for permission to insert a gas line into Unit 5 which would entail tapping into the building's gas line and running the new line through a 30 (thirty) foot length of basement common area; and

WHEREAS the line will run directly up and into Unit 5 where it would join the already existing firebox; and

WHEREAS once the line is connected, air take and venting tubes are run through the existing unit 5 chimney flue to the top (the "gas line insert"); and

WHEREAS the Master Deed establishing the 37 Beacon Street Condominium at Section 13 provides in pertinent part that the owner of Unit 5 at the Condominium has the right to insert a gas line; and

WHEREAS M.G. L.c. 183A§5(b) 2 (i) authorizes the unit owners, acting by and through its governing body, to grant an easement for public or private utility purposes, as the governing body of the organization shall deem appropriate provided, however, that the consent of at least 51 (fifty-one) percent of the number of all mortgagees holding first mortgages on units within the condominium who have requested to be notified thereof, when the Board is contemplating granting an easement for the exclusive use of common area; and

WHEREAS in order to properly insert the gas line, a certain portion of the proposed line will involve common area located directly below Unit 5 consisting of a 30 foot in length area of the basement;

WHEREAS, the Owners have submitted a description of the exact proposed location of the Gas Line Insert; and

WHEREAS, the Owners have submitted detailed engineering and chimney reports for the Gas Line Insert; and

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

WHEREAS M.G. L.c. 183A§5(b) 2 (i) 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:... (i) Grant, modify and amend easements through, over and under the common areas and facilities, and to accept easements benefiting the condominium, and portions thereof, and its unit owners, including, without limitation, easements for public or private utility purposes, as the governing body of the organization shall deem appropriate; provided, however, that the consent of at least 51 per cent of the number of all mortgagees holding first mortgages on units within the condominium who have requested to be notified thereof, as provided in subsection (5) of section 4 is first obtained; and provided,

further, that at the time of creation of such easement and at the time of modification or amendment of any such easement, such easement and any such modification or amendment shall not be inconsistent with the peaceful and lawful use and enjoyment of the common condominium property by the owners thereof. Such grant, modification, amendment, or acceptance shall be effective on the thirtieth day following the recording, within the chain of title of the master deed, of an instrument duly executed by the governing body of the organization of unit owners setting forth the grant, modification, amendment or acceptance with specificity, and reciting compliance with the requirements of this subsection. 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 5 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 install a gas line 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 in the basement common area to install a gas line 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. The work will be performed by licensed and insured professional(s);
- C. 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;
- D. 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 Gas Line Insert;
- E. 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;

- F. The Owners, their heirs, successors and assigns shall be responsible for any and all future, maintenance, replacement or repair of all components of the Gas Line Insert.
- G. The Owners, their heirs, successors and assigns shall be solely responsible for the removal and replacement of the Gas Line Insert should the Trustees request its removal so that the basement can be repaired, maintained or replaced as determined by the Trustees in the sole exercise of their discretion.
- H. With respect to said Gas Line Insert, 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 Gas Line Insert 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 Gas Line Insert 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 ____ day of _____, 2017.



William S. Carroll, Trustee and not Individually



Joanne T. Lawrence, Trustee and not Individually



REBECCA SKENE, Trustee and not Individually

, Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 19th day of December, 2017, before me, the undersigned notary public,
personally appeared William Carroll, Joanne Lawrence and
Rebecca Skene 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 Biggs
Notary Public
Print Notary Public's Name Stephanie Biggs
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.

Peter Kelsey
Peter Kelsey, Owner and individually

Brenna Casey
Brenna Casey, Owner and individually

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this 21 day of December, 2017, before me, the undersigned notary public, personally appeared Peter Kelsey and Brenna Casey 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.

Deborah A. Spitzer
Notary Public
Print Notary Public's Name Deborah A. Spitzer

My Commission Expires 12/14/18
Qualified in Commonwealth of Massachusetts

