

AGREEMENT

This Agreement made as of this ____ day of _____, 2019 by and between the Town of Natick, Massachusetts (the “Town”) by the Natick Board of Selectmen and James M. Knott, Jr., in his capacity as the duly appointed Personal Representative of the estate of James M. Knott, Sr. (the “Estate”):

WHEREAS the Estate owns the land and building known as and numbered 22 Pleasant Street, Natick, Massachusetts (the “Property”); and

WHEREAS, the Town desires to continue its current right of permissive vehicular access from Pleasant Street in Natick over that portion of the Property which has been used by the Town by permission of James M. Knott, Sr. and permission of the Estate following the death of James M. Knott, Sr. for access to Town owned property shown on Town Assessors Map 64 as Lot 48 (the Town Property) which abuts the Property owned by the Estate (the “Access Roadway”); and

WHEREAS, the Estate is willing to continue such permissive use of the Access Roadway pursuant to the terms of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. During the term of this Agreement, which commences on the date set forth above and any written extension or renewal thereof signed by both parties, the permissive vehicular access currently enjoyed by the Town over the Access Roadway between Pleasant Street and the above-described Town owned property shall continue in effect subject to the terms of Section 2 hereof.
2. The Estate or its successors or assigns may terminate this permissive use of the Access Roadway at any time upon thirty (30) days written notice given to the Town Clerk of the Town of Natick. Notice may be given by delivery in hand to the office of the Town Clerk, by certified mail, return receipt requested, or by any recognized delivery service which provides the ability to track receipt of the notice.
3. To the extent permitted by law the Town agrees to hold the Estate and the heirs, devisees and legatees of the Estate harmless and indemnified against any liability, loss or damage, including reasonable attorney’s fees, caused by the Town’s use of the access over the Property, except to the extent caused by the act or omission of the Estate or by any heir, devisee or legatee of the Estate.
4. During the term of this Agreement and any extension or renewal thereof the Town shall be responsible for routine maintenance and repair of such access, including without limitation removal of debris and patching

5. This Agreement supersedes the agreement dated May 30, 2015 between James M. Knott, Sr. and the Town and also supersedes the termination of the May 30, 2015 agreement which was issued to the Town by the Estate dated November 28, 2018.

Signed as of the date first above written.

ESTATE OF JAMES M. KNOTT, SR.

By _____
James M. Knott, Jr., Personal Representative

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS _____, 2019

On this ____ day of _____, 2019 before me, the undersigned notary public, personally appeared James M. Knott, Jr. proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Personal Representative of the Estate of James M. Knott, Sr.

_____, Notary Public
Warren G. Miller
My commission expires: September 17, 2021

The Natick Board of Selectmen

Michael J. Hickey, Jr., Chair

Karen Adelman-Foster

Jonathan Freedman

Susan Salamoff

Richard P. Jennett, Jr.

ACKNOWLEDGMENTS FOLLOW