



Town of Duxbury Massachusetts

August 19, 2021

RE: Follow Up on Beach Nourishment Project – Revised Easements in favor of the Town of Duxbury

Dear Sir/Madam:

This letter is a follow-up to our previous letter to you dated August 6, 2021 and the public outreach meeting that took place last night. We received your original signed easement and have it on file in the Planning Office. As stated in the letter dated August 6, 2021, "In response to specific concerns raised by residents about the wording in the initial easement about vegetation and fencing being allowed as part of the beach nourishment, we have determined that this wording is not necessary with the exception of the "horseshoe" beach lots where there is no sea wall." We have enclosed the revised easement with this updated language. Please feel free to sign and send in this revised easement. If you have any questions regarding this matter, please do not hesitate to contact the Duxbury Planning office at (781) 934-1100 x5476.

Very truly yours,

Valerie Massard
Town Planner

878 Tremont Street, Duxbury, MA 02332; Telephone: 781-934-1100
www.town.duxbury.ma.us

The mission of the Town of Duxbury is to deliver excellent services to the community in the most fiscally responsible and innovative manner while endeavoring to broaden our sense of community and preserve the unique character of our town.

BEACH NOURISHMENT EASEMENT

I (WE) _____ (“Grantor”), of _____, hereby grant to the Town of Duxbury (“Grantee”), acting by and through its Board of Selectmen, having an address of Duxbury Town Hall, 878 Tremont Street, Duxbury, Massachusetts, 02332, an easement on the terms set forth below in, on, under and over a portion of the property located at _____, Duxbury, Massachusetts, and described in a deed recorded with the Plymouth Registry of Deeds in Book _____, Page _____ or Certificate of Title No. _____ filed with the Plymouth Registry District of the Land Court.

WITNESSETH:

WHEREAS, Grantor is sole owner of the Property in Duxbury, as more particularly described above; and

WHEREAS, the Property possesses natural, scenic, and open space values of great importance to the people of Duxbury and the people of the Commonwealth of Massachusetts; and

WHEREAS, the value of the Property has been or will be restored, enhanced, and protected by a beach nourishment project funded by federal, state, and local granting authorities, which project is more particularly described in the plans on file with the Duxbury Town Clerk (as the same may be amended or supplemented from time to time, the “Beach Project”); and

WHEREAS, Grantor has received a direct benefit from said publicly-funded Beach Project.

NOW, THEREFORE, in consideration of the facts recited above and the mutual covenants, terms, and conditions set forth herein, and pursuant to laws of the Commonwealth of Massachusetts, Grantor hereby voluntarily grants and conveys to Grantee an easement in perpetuity over the portion or portions of the parcels of land consist of: (i) the land seaward of the seawall shown on a plan entitled “Duxbury Beach Seawall Easement Plan of Land in Duxbury, Mass”, dated June 24, 1996, prepared by Bryant Associates, Inc., and recorded with the Plymouth Registry of Deeds in Book 39, Page 360 (the “Plan”), and (ii) for lots identified as Assessors Parcels 137-901-019, 137-901-0138, 137-901-060, 137-901-062, 137-901-063, and 137-901-064, those portions shown as “Easement Area” on a plan entitled “Dune Restoration at Horseshoe Beach,” prepared by Woods Hole Group, and land seaward thereof, all for the purpose of undertaking a beach nourishment and dune restoration and replenishment project, for the following purposes:

1. An easement to the Town, the residents of Duxbury, and to the public at large, to pass and repass in all of the foregoing lots seaward of the current high water mark, by foot for public pedestrian access purposes, subject to the following restrictions: said public on-foot right-of-passage shall not be exercised (a) later than one-half hour after sunset nor earlier than sunrise; (b) where the Commissioner of the Department of Environmental Protection, for the purpose of protecting marine fisheries and wildlife or for controlling erosion, designates and posts natural areas of critical ecological significance as areas in which, on either a regular or seasonal basis as circumstances in each situation require; and (c) where there exists a structure, enclosure, or other

improvements within the Easement Area made or allowed pursuant to any law or any license, permit, or other authority issued or granted under the General Laws, provided that such area is clearly and conspicuously posted (unless such license, permit or other authority permits public access).

2. An easement to the Town to use the Easement Area to place, install, construct, preserve, inspect, operate, maintain, repair, rehabilitate, and replace a beach and dune system and other erosion control and storm damage reduction measures and appurtenances thereto, including the right to deposit sand, plant vegetation (for lots identified under (ii)), alter the contours on land, construct berms and dunes, nourish and re-nourish periodically, move, store and remove equipment and supplies, erect, maintain and remove silt screens and sand fences (for lots identified under (ii)), erect or remove temporary structures, facilitate preservation of dunes and vegetation through the limitation of access to dune areas, and remove from said land any structures, objects and/or obstructions as may be necessary or convenient to exercise the rights granted herein, and for any and all other uses and/or purposes related or incidental thereto. The Town shall have the right to access the Easement Area from time to time by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Area for the purposes set forth herein.

3. No permanent or temporary buildings, structures, utilities and/or other facilities shall be constructed, installed, maintained and/or placed upon the Easement Area by any party other than Grantee without the prior written consent of Grantee.

4. Grantor agrees, for Grantor and Grantor's heirs, successors, and assigns, not to interfere with the exercise of the rights granted herein. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property;

5. By signing below, Grantor hereby, for Grantor and Grantor's heirs, successors and assigns, pursuant to G.L. c.79, §7A, waives, releases and forever discharges Grantee, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, and liabilities and any and all other claims of every kind, nature and description whatsoever, both in Law and Equity, from or in consequences of the taking of the easements described in this instrument, should Grantee decide to take such easements by eminent domain for the foregoing purposes, and hereby waives an appraisal of damages for said taking and consents to said taking under G.L. c.79, §5B.

6. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties: each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[signature page follows]

Executed under seal this _____ day of _____, 2021.

X _____

X _____

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Expires: