

GRANT OF RIGHT OF ENTRY AND LIMIT TO THE TOWN OF WILBRAHAM'S
LIABILITY PURSUANT TO BY-LAWS SECTION 631

We, _____ (hereinafter "Grantor"), the owner of real property commonly identified as _____, Wilbraham, MA pursuant to a Deed dated _____ and recorded with the Hampden County Registry of Deeds Book _____ Page _____ (hereinafter the "Premises"), which premises includes and/or abuts a private way known as _____ (hereinafter the "Private Way), for which a petition has been submitted to the Town of Wilbraham (hereinafter the "Grantee" or "Town") requesting the Town undertake temporary repairs (hereinafter "Temporary Repairs") on said way pursuant to Wilbraham By-Laws Section 631(1.04) (hereinafter the "Petition").

WHEREAS, the subject Petition is attached hereto as Exhibit "A";

WHEREAS, in order for the Town to undertake said Temporary Repairs the Town is required by Wilbraham By-Laws Section 631 (1.06) to first obtain the signatures of each and every owner holding title to and abutting the Private Way on a document establishing a One Hundred and 00/100 (\$100.00) Dollar limit of liability per occurrence to the Town on Account of damages caused by such Temporary Repairs; and

WHEREAS, in consideration of the Temporary Repairs being undertaken to the Private Way by the Town the Grantor hereby enters freely into this Grant of Right of Entry and Limit of Town's Liability pursuant to Town of Wilbraham By-Laws Section 631.

NOW THEREFORE, the Grantor hereby agrees as follows:

1. The Town, its agencies, contractors, and subcontractors thereof, is hereby granted the right of access and entry to the Premises at any reasonable time and not subject to termination or restriction unless as set forth herein, for the purpose of completing Temporary Repairs pursuant to Exhibit A and Town of Wilbraham By-Laws Section 631;
2. The Town, its agencies, contractors, and subcontractors thereof, is hereby granted the right of access and entry to said Private Way at any reasonable time and not subject to termination or restriction unless as set forth herein for the purpose of completing the Temporary Repairs pursuant to Exhibit A and Town of Wilbraham By-Laws Section 631;
3. Nothing contained herein or in the attached Exhibit A shall obligate the Town to undertake and/or complete said Temporary Repairs and the Grantor expressly acknowledges that the Town's undertaking and/or completing said Temporary Repairs is subject to appropriation and the Town's receipt of an executed document from each and every owner holding title to and abutting and/or owing the Private Way limiting the Town's liability to \$100 per occurrence for any claims arising from said Temporary Repairs;
4. Nothing contained herein or in the attached Exhibit A shall obligate the Town to undertake and or complete any future repairs and/or maintenance on the Private Way whether temporary or permanent, and the Grantor expressly acknowledges that the Town has no ongoing obligation to repair and/or maintain private ways and that the obligation

for same is that of the Grantor and any other owner(s) abutting or owning the Private Way;

5. Grantor hereby agrees to conduct any and all ongoing future maintenance with respect to the Private Way and hereby acknowledges that ANY FUTURE TEMPORARY REPAIRS SOUGHT TO THE Private Way will require a new petition under Town of Wilbraham Zoning By-Laws Section 631 for the same;
6. Nothing contained herein and no Temporary Repairs undertaken pursuant to the Petition shall constitute the acceptance of the Private Way as a public way by the Town;
7. This Grant of Right of Entry shall terminate upon completion of the Temporary Repairs; and
8. Pursuant to Wilbraham By-Laws Section 631(1.06) Grantor does hereby on behalf of himself/herself/themselves, his/her/their heirs, assigns, executors, successors, administrators, representatives and anyone claiming by and through him/her/them, forever and irrevocably warrant to limit his/her/their recover to One Hundred and 00/100 (\$100.00) Dollars against the Grantee, its agencies, contractors, subcontractors, successors and assigns for any and all claims including costs, damages, demands and liabilities whatsoever of every name and nature, both in law and in equity against Grantee that may arise as a result of the Grantee's Temporary Repairs undertaken to the Private Way pursuant to Exhibit A.

For the consideration and purposes set forth herein, I/we execute this Grant of Right of Entry and limit to the Town of Wilbraham's Liability this day of 20__.

Grantor

Grantor

Address

Address

Phone

Phone

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this day of , 20 , before me, the undersigned notary public, personally appeared the above-named and proved to me through satisfactory evidence of identification, being 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: