

JESSE F. WHITE, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts, having an usual place of business in

of Mendon, Worcester County, Massachusetts,

for the full consideration of

TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00) paid

grant to MILFORD AREA VISITING NURSE ASSOCIATION, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts having an usual place of business at

xx 391 S. Main Street, Hopedale, MA 01747

with quitclaim covenants the land in

A certain tract or parcel of land together with the buildings thereon situated on the southerly side of Hastings Street in the Town of Mendon, being shown as Lot 18 on a plan of land entitled "Plan of Land in MENDON, MASS. Property of: Jesse F. White, Inc. Scale: 40 feet to an inch Date: March 5, 1982, Guerriere & Halton, Inc. Engineering and Land Surveying 326 West Street, Milford, Mass." said plan being duly filed with Registry of Deeds in Plan Book 445, Plan 27, and being more particularly bounded and described on said plan as follows:

- NORTHERLY: By the southerly side of Hastings Street, in two courses, 251.60 ft. and 27.86 ft., respectively;
- EASTERLY: By the westerly side of Emerson Street, in three courses, 118.80 ft., 48.54 ft., and 45.72 ft., respectively;
- SOUTHERLY: By other land of the grantor, 273.25 ft.;
- WESTERLY: By other land of the grantor, 236.42 feet.

Containing 60,103 square feet, more or less, according to said plan.

Being a portion of the premises described in deed recorded with Worcester Registry of Deeds Book 4934, Page 97.

Hastings Street was also known as Uxbridge Road.

The above-described premises are conveyed together with the right and easement to pass and re-pass in common with the grantor over the existing driveway located westerly of the granted premises for purposes of access from Hastings Street to the westerly side of the granted premises, said existing driveway being shown on said plan of land filed herewith.

The above-described premises are conveyed subject to the reservation of right and easement by the grantor to pass and repass over that portion of the granted premises located in the southwesterly corner thereof, for purposes of access to and from other land of the grantor, including, without limiting the generality of the foregoing, the right to pass and repass through the gate located within the right of way area; said area of right of way being shown on said plan of land being filed herewith and containing, according to said plan, 3,726 square feet.

The aforesaid described premises are conveyed together with the right and easement to use in common with the grantor the septic system as presently existing in other land of the grantor located southerly of the herein demised premises, which septic system presently services the herein-demised premises and other premises owned by the grantor.

This right and easement is granted subject to the following conditions:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

GRANTEE(S) ADDRESS: Emerson & Hastings Streets, Mendon, MA

The aforesaid conveyance is made subject to water rights recited in Book 1895, Page 403; subject to rights of American Tel. & Tel. Co. and New England Tel. & Tel. Co. re wires, etc. as recited in Book 4934, Page 97; and any easements and rights of way in so far as in force and applicable recited in Book 4934, Page 97.

For corporate authority of grantor see Certificate of Vote recorded in Book 7114, Page 349.

IN WITNESS WHEREOF, the said JESSE F. WHITE, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by EMERSON F. WHITE, ITS PRESIDENT

~~Essex~~ this 9th day of APRIL 19 82

JESSE F. WHITE, INC.

BY: Emerson F. White, President

The Commonwealth of Massachusetts

WORCESTER

SS.

APRIL

9

1982

Then personally appeared the above named Emerson F. White

and acknowledged the foregoing instrument to be the free act and deed, ~~of the~~

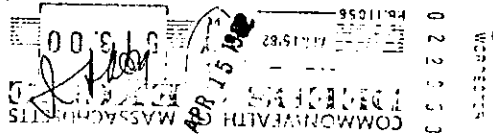
of Jesse F. White, Inc.

Before me,

David T. Pagnini Notary Public

My commission expires NOV. 9,

19 83



1. The grantor shall be solely responsible to make all required repairs to those parts of the septic system used solely to service premises owned by the grantor.
2. The grantee shall be solely responsible to make all required repairs to those parts of the septic system used solely to service the premises owned by the grantee and, to the extent that said repairs are made to parts of the septic system located in the land of the grantor, to restore the area of the easement where the said repairs are made to its original condition, as reasonably as possible, after the repairs are completed. The grantor grants to the grantee the right to enter upon the land of the grantor to the extent reasonably necessary for the purpose of making said repairs.
3. The grantor and the grantee shall be equally responsible to make all required repairs to those parts of the septic system used jointly by the grantor and grantee to service both the premises owned by the grantor and the premises owned by the grantee, and the grantor and grantee shall be equally responsible to restore the area of the easement where the said repairs are made to its original condition, as reasonably as possible after the repairs are completed. The grantor grants to the grantee the right to enter upon the land of the grantor to the extent reasonably necessary for the purpose of making said repairs.
4. The grantor and grantee agree that any and all repairs required to be made to the septic system as recited in Paragraphs 1, 2, and 3 above shall be done in strict compliance with the requirements of all applicable State and Municipal authorities.
5. The grantor and grantee agree that each of them shall neither cause any additional tie-ins to be made to the presently existing system, other than as may be done to effectuate required repairs to the said septic system, nor cause the said septic system to service any additional buildings or structures other than as presently serviced by said septic system.
6. In the event of the failure of the septic system to the extent that such failure can not be corrected by repairs and that a new septic system is required to be installed to service either or both of the premises owned by the grantor and the grantee, then in that event the grantor shall be under no obligation to install such new septic system; provided, however, that in the event that the grantor installs in its land a new septic system, then in that event said new septic system shall be designed and installed to service both the premises of the grantor and grantee and the grantee shall be obligated to pay to the grantor its pro rata share for the cost of the installation of the new septic system; provided, further, that the obligation of the grantor hereunder shall be contingent upon the prior approval from all applicable state and local authorities for the installation of said new septic system to service both the premises of the grantor and the grantee; provided,

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further, that the said new septic system shall be installed in that portion of the grantor's land where the presently existing septic system is located, as described in the plan of land hereinafter referred to. In the event that the grantor does not install a new septic system as aforesaid, then in that event the grantee shall have the right to install at its own expense a new septic system to service the premises of the grantee, said new septic system to be located in that portion of the grantor's land where the presently existing system is located as described in the plan of land hereinafter referred to; the right of the grantee to install such new septic system shall be contingent upon the prior approval of all applicable state and local authorities for the installation of the said septic system; the grantor grants to the grantee the right to enter upon the land of the grantor to the extent reasonably necessary for the purpose of installing the new septic system and, thereafter for the purpose of making any required repairs to said new septic system, and the grantee agrees, in each instance, to restore the land of the grantor to its original condition as reasonably as possible after the said installation and repairs are made.

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7. The grantee agrees that in the event that the Town of Mendon provides municipal sewerage services to the premises owned by the grantee, then in that event the grantee shall cause a tie-in to be made to such municipal sewerage system and, upon such tie-in, the right and easement herein granted by the grantor to use its septic system shall be terminated.

8. The grantor reserves to itself the right to use that portion of its land in which the said septic system is located for all purposes not inconsistent with the rights granted herein, and to use the surface thereof for parking areas, driveways or other ways and streets, including the right to pave and re-pave the surface thereof, or other uses non inconsistent with the rights granted herein.

9. The grantor shall cause to be made and recorded at the Worcester Registry of Deeds a plan of land showing the location of the said septic system in the land of the grantor; said plan of land shall not modify or change the rights of the grantor and grantee herein and shall be made and recorded only for the purpose of describing the location of the said septic system in the land of the grantor.

The aforesaid described premises are conveyed together with the right and easement to use in common with the grantor the well water system as presently existing in other land of the grantor located southerly of the herein demised premises, which well water system presently services the herein-demised premises and other premises owned by the grantor.

This right and easement is granted subject to the following conditions:

1. The grantor shall be solely responsible to make all required repairs to those parts of the well water system used solely to service premises owned by the grantor.
2. The grantee shall be solely responsible to make all required repairs to those parts of the well water system used solely to service the premises owned by the grantee and to the extent that said repairs are made to parts of the well water system located in the land of the grantor, to restore the area of the easement where the said repairs are made to its original condition, as reasonably as possible, after the repairs are completed. The grantor grants to the grantee the right to enter upon the land of the grantor to the extent reasonably necessary for the purpose of making said repairs.
3. The grantor and grantee shall be equally responsible to make all required repairs to those parts of the well water system used jointly by the grantor and grantee to service both

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the premises owned by the grantor and the premises owned by the grantee, and, the grantee and grantor shall be equally responsible to restore the area of the easement where said repairs are made to its original condition, as reasonably as possible after the repairs are completed. The grantor grants to the grantee the right to enter upon the land of the grantor to the extent reasonably necessary for the purpose of making said repairs.

4. The grantor and grantee agree that each of them shall neither cause any additional tie-ins to be made to the presently existing system other than as may be done to effectuate required repairs to the said well water system, nor cause the said well water system to service any additional buildings or structures other than as presently serviced by said well water system and other than the 12,000 square foot metal frame building located on the premises of the grantor to which building the tie-ins may be made by the grantor.

5. In the event of the failure of the well water system to the extent that such failure can not be corrected by repairs and that a new well water system is required to be installed to service either or both of the premises owned by the grantor and grantee, then in that event the grantor shall be under no obligation either to install such new well water system, or in the event that a new well water system is installed by the grantor, to allow the grantee to tie-into said new well water system or have its premises serviced by said new well water system.

6. The grantee agrees that in the event that the Town of Mendon provides municipal water services to the premises owned by the grantee, then in that event the grantee shall cause a tie-in to be made to such municipal water system and upon such tie-in the right and easement herein granted by the grantor to use its well water system shall be terminated.

7. The grantor reserves to itself the right to use that portion of its land in which the said well water system is located for all purposes not inconsistent with the rights granted herein, and to use the surface thereof for parking areas, driveways or other ways and streets, including the right to pave and re-pave the surface thereof, or other uses not inconsistent with the rights granted herein.

8. The grantor agrees to pay for charges for service of electricity incurred in providing electrical power to operate the pump in the said well water system; provided, however, that the grantor shall, at its option, have the right to claim reimbursement from the grantee for the pro rate share of electrical charges expended by the grantor on behalf of the grantee in payment of said charges for electrical services;

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provided, further, that the said grantee shall not be liable to the grantor for any such pro rata reimbursement until the grantor has notified the grantee in writing of its intention to exercise said right, said notice to be given not less than 30 days prior to that date on and after which the grantee will be so obligated.

9. The grantor shall cause to be made and recorded at the Worcester Registry of Deeds a plan of land showing the location of the said well water system in the land of the grantor; said plan of land shall not modify or change the rights of the grantor and grantee herein and shall be made and recorded only for the purpose of describing the location of the said well water system in the land of the grantor.

The aforesaid described premises are hereby conveyed subject to the reservation by the grantor of its right and easement to use the underground conduits of electricity, as presently located in the herein conveyed premises, for the purpose of providing electrical service to other land of the grantor.

This reservation of right and easement is subject to the following conditions:

1. The grantor shall be solely responsible to make all required repairs to those parts of the electrical conduits used solely to service premises owned by the grantor.
2. The grantor shall have the right to enter upon the premises of the grantee to the extent reasonably necessary for the purpose of making repairs to the electrical conduits as recited in Paragraph 1 above, and shall, upon completion of said repairs, restore the premises of the grantee to its original condition, as reasonably as possible.
3. In the event that the grantor causes electrical service to be furnished to the other land of the grantor by the installation of above-ground or under-ground electrical service from a public way adjacent to other land of the grantor, then upon such installation of such electrical service, the right and easement herein reserved shall be terminated.
4. The grantee shall have the right to use that portion of its premises in and under which said electrical conduits are located for all purposes not inconsistent with the rights herein reserved.
5. The grantor shall cause to be made and filed with Worcester Registry of Deeds a plan of land showing the location of the said electrical conduits in the premises of the grantee; said plan of land shall not modify or change the rights of the grantor and grantee herein and shall be made and filed only for the purpose of describing the location of said electrical conduits in the premises of the grantee.

The obligations imposed by the aforesaid grant of easements for septic system, well water system and right of way and reservation of easements for electrical conduit and right of way are imposed only upon the said Lot 18 conveyed hereunder and upon Lots 16 and 17 as shown on plan of land recorded in Plan Book 487, Plan 67 as modified by the plan filed herewith.

Recorded APR 15 1982 at 3 h 58 m PM