

EASEMENT

I, Douglas A. King of Easton, Bristol County, Massachusetts, (hereinafter called the Grantor) being the owner of land in Easton, Bristol County, Massachusetts, shown as:

Parcel 1. The land set forth within the limits of a plan (the "A Plan") entitled: "Sub-division of Land in Easton, Mass. Landsdowne Villages of Easton--Lot A For Landsdowne Development Corp.", dated September 1970, made by Somerville Engineering Inc., and recorded with the Bristol North District Registry of Deeds in Book 123, Page 34, excluding therefrom so much of said land as is shown as Lots A13, A14, A15 and A15 on the A Plan; and also excluding the real property constituting the "Landsdowne Villages, Condominium No.", hereinafter more particularly referred to.

Parcel 2. The land, together with the swimming pool and other facilities (if any) thereon, set forth within the limits of a plan (the "C Plan") entitled: "Sub-Division of Land in Easton, Mass. Landsdowne Villages of Easton--Lot C For: Landsdowne Development Corp.", dated September 1970, made by Somerville Engineering Inc., and recorded with said Bristol Deeds in Book 123, Page 35, for consideration paid and in full consideration of One (\$1.00) Dollar.

grant to:

Diane Scopolites, Irene Woolf, Charles Leonard, Robert Bothele and Elizabeth Edwards as they are the Trustees of the Bristol Square Condominium Trust under a Declaration of Trust dated ^{Sept. 16, 1974} and recorded with Bristol (North) Registry of Deeds in Book 1615 Page 147, (hereinafter called the Grantees) the perpetual right and easement to inspect, repair, ~~maintain~~ ^{operate} and forever maintain a septic system together with all pipes conduits and other appurtenances thereto and to do all other acts incidental to the foregoing including the right to pass along and over the hereinafter described land for the ^{fore-} said purposes, to wit: A certain parcel of land situated in Easton, Bristol County, Massachusetts being shown as a parcel marked "Easement for Septic System" on a plan entitled "Plan of Land in Easton, Mass.", dated Mar. 17, 1963, by Ernest W. Branch, Inc., Civil Engineers, which plan is to be recorded herewith.

Said parcel is bounded and described according to said plan, as follows:

Southeasterly and Easterly: by Village St., by two lines measuring 35.64 feet and 126.48 feet respectively;

- Southwesterly by land marked "Landedowne Condominiums" on said plan, 154.59 feet;
- Southerly by said land marked "Landedowne Condominiums" on said plan, 15.0 feet;
- Westerly by Lot 1 as shown on said plan, 42.0 feet;
- Northerly by said Lot 1, 64.0 feet;
- Northeasterly by said Lot 1, 45.0 feet.

Said parcel is hereinafter called the "Easement Area," to Have and To Hold the above-described rights and easements unto the Grantees, their successors and assigns.

The Grantees covenant with the Grantor that (a) the surface of the Easement Area may be disturbed by the Grantees only to inspect, repair, ~~maintain~~, operate and maintain that portion of the septic system located therein; (b) the Grantees shall promptly complete any such work and the restoration of such surface to its grade and condition prior to the disturbance to a condition substantially similar to that which existed prior to construction; (c) the Grantees shall keep the septic system in good operating condition and repair, and will so maintain the same as to preclude any accumulation or flow of surface water on Grantor's land; (d) the Grantees shall (i) secure all necessary approvals, permits, licenses and authority required by all applicable laws, regulations, rules and ordinances of federal, state and local governments and their agencies, instrumentalities and authorities prior to any work related to the Easement Area or the septic system, and (ii) comply with all conditions or orders, laws, regulations, rules and ordinances imposed or promulgated by any of the foregoing governments and their agencies, instrumentalities and authorities related or applicable to any construction on or use, existence or maintenance of the Easement Area or the septic system; (e) upon failure by the Grantees to comply with the foregoing, the Grantor may, but shall not be obliged to, remedy such failure and the Grantees will reimburse the Grantor for all loss, damage, costs and expenses suffered, paid or incurred by the Grantor in respect thereof.

The Grantees shall indemnify and hold harmless the Grantor from all damages, claims, fines, penalties or suits by whomsoever claimed, asserted, initiated or imposed which arise as a result of the use existence or maintenance of the Easement Area or the septic system.

Notwithstanding the rights herein granted Bristol Square Condominium Trust, the Trustees shall not have the right to replace the entire existing septic system within the easement area. The Trustees shall have the right to construct a new system on the southerly portion of the easement area known as the triangular piece.

The Grantees by the acceptance of this Easement and a part of the consideration therefor hereby agree to perform and be bound by the covenants, agreements and obligations herein imposed and set forth.

EXECUTED as a sealed instrument this 11th day of April, 1983.

GRANTOR:
GRANTEES:

Douglas A. King
Douglas A. King

[Signature]
Trustee as aforesaid

[Signature]
Trustee as aforesaid

[Signature]
Trustee as aforesaid

[Signature]
Trustee as aforesaid

[Signature]
Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

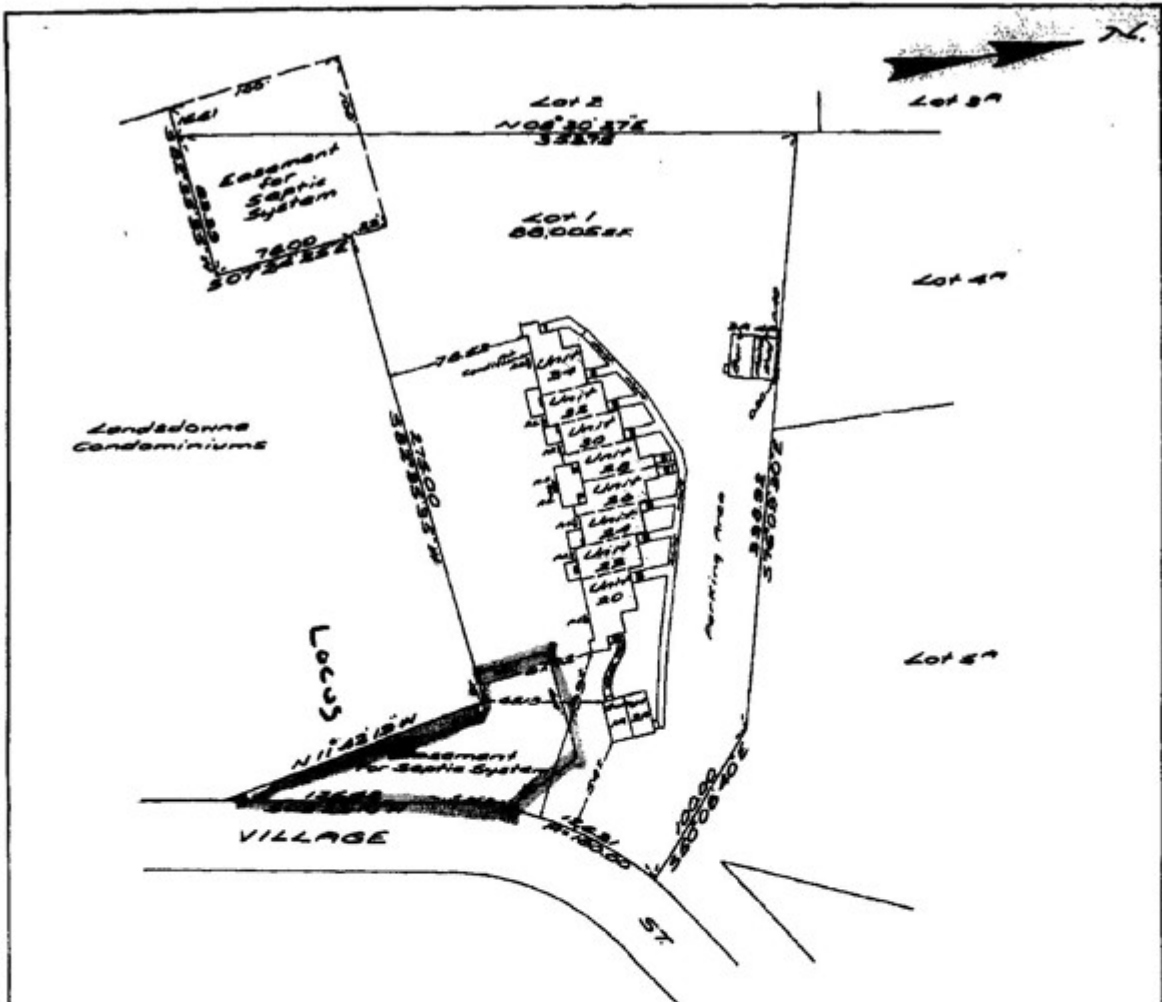
April 11, 1983

Then personally appeared the above-named Douglas A. King and acknowledged the foregoing instrument to be his free act and deed, before me

[Signature]
Notary Public

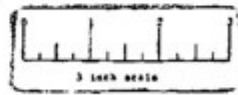
My Commission Expires: Nov. 22, 1985

APR 11 1983 AT 2-20 PM AND RECORDED



Phase I
 As Built - Lot 1
 Village Gate Condominiums
 Plan of Land in Easton, Mass.
 Scale 40 feet to an inch
 June 20, 1983
 Ernest W. Branch Inc. Civil Engineers
 Munroe Building, 1245 Hancock St, Quincy

I certify that this plan fully and accurately depicts the location and dimensions of the buildings, as built. Robert A. Bortz
 Registered Land Surveyor



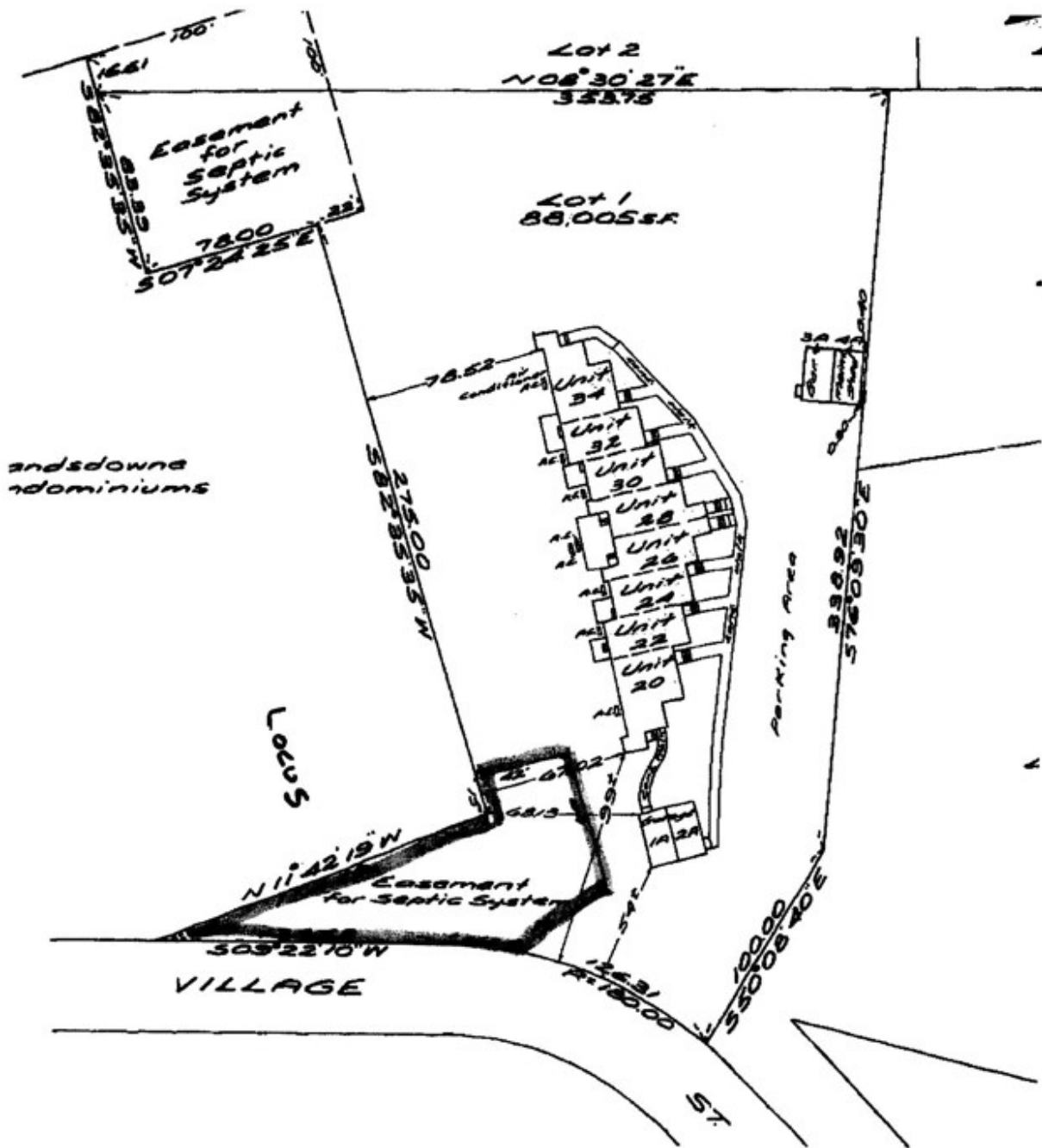
I hereby certify that the property lines shown on this plan are the lines existing on the date of this plan and that the lines of the streets and ways shown are those of public or private streets or ways already established and that no new lines for division of building ownership or for new ways are shown.
Robert A. Bortz
 Registered Land Surveyor

I certify that I have complied with the rules and regulations of the Registrar of Deeds in preparing this plan.
Robert A. Bortz
 Registered Land Surveyor

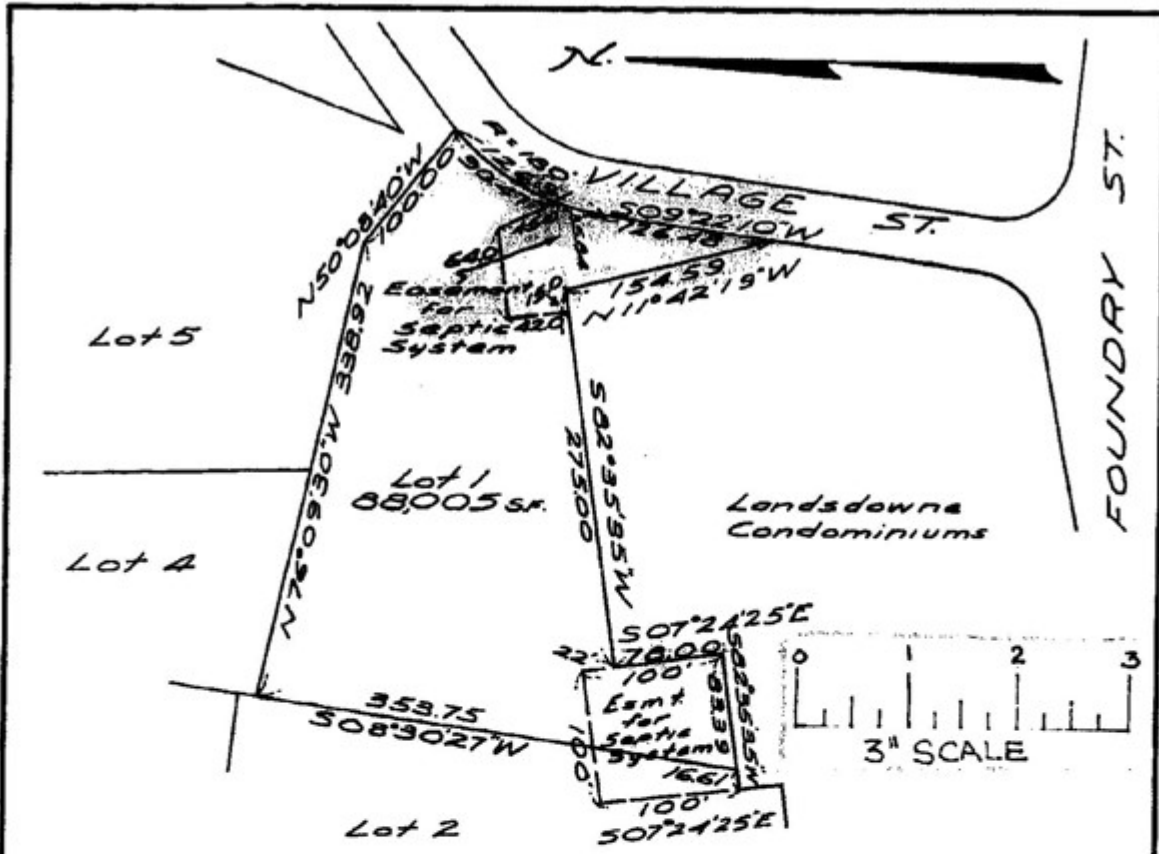


Plan 1 of 3
 RECEIVED & CHARGED
 WITH DEEDS
 JUN 21 1983
 1245 HANCOCK ST
 QUINCY, MASS 01906
Robert A. Bortz





201-75



Plan of Land in Easton Mass.

Scale 80 feet to an inch

Mar. 17, 1983

Ernest W. Branch Inc, Civil Engineers
 Munroe Building, 1245 Hancock St Quincy
 Owner & Applicant: Douglas A King
 P.O. Box 305, North Easton, Mass.

I hereby certify that the property
 map shown on this plan is the
 most accurate and correct as
 shown by the records and
 field measurements of public or
 private records and that the lines
 are shown in accordance with the
 plan and the same are shown
 for the purpose of showing ownership or
 for any other purpose.

Robert S. Booth Jr.
 Registered Land Surveyor

I certify that I have performed with the rules and
 regulations of the Board of Deeds in preparing
 this plan.

Robert S. Booth Jr.
 Notary



Robert S. Booth Jr.

201 P. 75
Alpha Horvath
 Comm. Ass.

