



2019 00056355

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MASSACHUSETTS EXCISE TAX  
Worcester District ROD #20 001  
Date: 06/18/2019 11:37 AM  
Ctrl# 196886 18205 Doc# 00056355  
Fee: \$18,696.00 Cons: \$4,100,000.00

### QUITCLAIM DEED

Jason LLC, a Massachusetts limited liability company, with a principal place of business at 8 Uxbridge Road, Mendon, Massachusetts 01756 ("Grantor")

in consideration of Four Million One Hundred Thousand and 00/100<sup>ths</sup> (\$4,100,000.00) Dollars paid, grants to

BF Grand View, LLC, a Massachusetts Limited Liability Company with a principal place of business at 177 Huntington Ave Suite 1703 # 67008, Boston, Massachusetts 02115, the following described premises ("Grantee"),

**with QUITCLAIM COVENANTS:** The land in Mendon, Worcester County, Massachusetts and all improvements located thereon bounded and described as follows:

Beginning at a point being the most northwesterly corner of the parcel on the Easterly sideline of Nipmuc Drive, said point being South 34°-30'-46" West a distance of 85.99 feet of a Worcester County Highway Bound located opposite centerline station 134+00 as shown on the 1921 Worcester County Highway Layout of Uxbridge Road also known as Route 16.

Thence: South 61°-47'-57" East a distance of 186.74 feet to a point.

Thence: South 86°-37'-19" East a distance of 319.97 feet to a point.

Thence: North 79°-27'-49" East a distance of 289.94 feet to the shore of Lake Nipmuc being the most northeasterly corner of the parcel. The last three courses bounding along adjoining land of Jason LLC.

Thence: Southerly a distance of 684.5' more or less with the shore of Lake Nipmuc to a point, said point being South 19°-53'-47" West a distance of 606.50 feet of the most northeasterly corner of the parcel.

Thence: North 61°-30'- 18" West a distance of 397.35 feet to a point.

Thence: North 86°-42'-20" West a distance of 470.00 feet to a point on the easterly sideline of Park Street. The last two courses bounding along the land of Steven J. and Karen L. Obarowski.

Thence: North 17°-32'-58" East a distance of 127.39 feet along the sideline of Park Street to point.

Thence: North 07°-47'-40" East a distance of 172.40 feet along the sideline of Park Street to point.

Thence: North 43°-08'-40" East a distance of 23.24 feet to a point at the intersection of the sidelines of Park Street and Nipmuc Drive.

Property: 6 Nipmuc Drive, Mendon, MA

Thence: Northeasterly and curving to the left along the arc of a curve having a radius of 144.65 feet, a distance of 172.16 feet with the sideline of Nipmuc Drive, to a point.

Thence: North 34°-30'-46" East a distance of 47.84 feet with the sideline of Nipmuc Drive to the point of beginning.

Said parcel containing 383,568 square feet or 8.8 acres more or less and shown as "Lot 1" on a "Plan of Land Plan, 106 Uxbridge Road (Route 16), Nipmuck Drive and Park Street, Mendon MA, scale 50 feet to an inch, dated March 15, 2019 and prepared by Guerriere and Halnon, Inc., 333 West Street, Milford, MA". Said plan being recorded with the Worcester District Registry of Deeds in Plan Book 941 Plan 118.

### View Easement

The said Lot 1 is conveyed together with, and for the benefit of and as appurtenant to said Lot 1, the perpetual right and easement in, on, over and across the following described area (the "View Easement Area"), for purposes of removing cutting, trimming, pruning and clearing, as applicable, any buildings, structures, walls, fences, trees, shrubs or other vegetation or landscaping other than grass and other forms of groundcover to establish completely unobstructed views of Lake Nipmuc:

Beginning at a point, said point being the most southeasterly corner of the View Easement Area, the most northeasterly corner of Lot 1 and the most southeasterly corner of Lot 2 at the shore of Lake Nipmuc.

Thence: South 79°-27'-49" West a distance of 189.08 feet bounding with Lot 1 and Lot 2 to a point.

Thence: North 16°-17'-01" East a distance of 163.26 feet, running through the land of Jason LLC to a point at the shore of Lake Nipmuc. Said point being the most northerly corner of said easement.

Thence: Southerly a distance of 189' more or less with the shore of Lake Nipmuc to a point, point being South 48°-55'-14" East a distance of 185.88 feet of the most easterly corner of said easement.

Said View Easement Area contains 15,000 square feet more or less and shown as "View Easement" on an "Easement Plan of Land, 106 Uxbridge Road (Route 16), Nipmuck Drive and Park Street, Mendon MA, scale 50 feet to an inch, dated March 25, 2019 and prepared by Guerriere and Halnon, Inc., 333 West Street, Milford, MA". Said plan being recorded with the Worcester District Registry of Deeds in Plan Book 941, Plan 117 (the "Easement Plan").

The Grantor does hereby covenant that the Grantor and its successors and assigns in title shall be prohibited from erecting or placing, any buildings, structures, walls, fences, trees, shrubs or other vegetation or landscaping other than grass and other forms of groundcover within the View

Easement Area. All of the foregoing easements, rights and obligations with respect to the View Easement Area may be referred to herein or in other documents of record as the "View Easement".

### Utility Easement

The said Lot 1 is also conveyed together with, and for the benefit of and as appurtenant to said Lot 1, the perpetual right and easement in, on, over, under and across the following described area (the "Utility Easement Area"), for purposes of operating, maintaining, installing, repairing and replacing telephone, data, fiber optics, electric and other utilities and related equipment and appurtenances and the right to connect to all such existing or future utilities necessary or desirable in connection with the use, operations and future development or redevelopment of said Lot 1:

Beginning at a point being the most northwesterly corner of "20' Wide Utility Easement Area" on the easterly sideline of Nipmuc Drive, as shown on the Easement Plan, said point being South 34°-30'-46" West a distance of 43.06 feet of a Worcester County Highway Bound located opposite centerline station 134+00 as shown on the 1921 Worcester County Highway Layout of Uxbridge Road also known as Route 16.

Thence: South 53°-19'-15" East a distance of 92.29 feet to a point.

Thence: South 73°-09'-11" East a distance of 173.22 feet to a point.

Thence: South 83°-21'-51" East a distance of 159.90 feet to a point.

Thence: South 63°-20'-30" East a distance of 38.06 feet to a point at Lot 1. The last four courses running through the land of Jason LLC.

Thence: North 86°-37'-19" West a distance of 122.64 feet along Lot 1 to a point.

Thence: North 83°-21'-51" West a distance of 75.01 feet to a point.

Thence: North 73°-09'-11" West a distance of 178.51 feet to a point.

Thence: North 53°-19'-15" West a distance of 95.03 feet to a point on the sideline of Nipmuc Drive. The last three courses running through the land of Jason LLC.

Thence: North 34°-30'-46" East a distance of 20.01 feet along the sideline of Nipmuc Drive to the point of beginning.

Said Utility Easement Area contains 8,662 square feet more or less and is shown as "20' Wide Utility Easement Area" on the Easement Plan.

All of the foregoing easements, rights and obligations with respect to the Utility Easement Area may be referred to herein or in other documents of record as the "20' Utility Easement".

Except as otherwise provided herein, the View Easement and the 20' Utility Easement (collectively, the "Easements") shall be in perpetuity. Grantor intends that the Easements shall not be subject to the Statutory Rule Against Perpetuities or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests, and Grantor, on behalf of itself, its successors and assigns, agrees that it will not make any contrary assertion or seek the benefit of the Statutory Rule Against Perpetuities or other such rule of law, in any dispute arising under this Declaration. In the event, however, that the Statutory Rule Against Perpetuities, or similar rule of law shall limit the time within which any restriction established by the Easements may be valid or enforceable, such restriction is imposed for a period of ninety-nine (99) years from the date of recording of this Deed in the Registry and it is intended that the enforceability of any such restriction be extended beyond thirty (30) years from the date of recording of this Deed in the Registry. As provided under Massachusetts General Laws, Chapter 184, Section 27, as amended, the term of the restrictions that may be established by the Easements may be extended, for additional periods not exceeding twenty (20) years each, by the recording in the Registry before the expiration of thirty (30) years and before the expiration of any subsequent twenty (20) year extension period, as applicable, of a notice of restriction or instrument of extension executed by Grantee (or its successors or assigns) at the time such notice of restriction or instrument of extension is recorded. To the extent enforceable under applicable law, each successor in interest to rights in Lots 1 consents to the recording of any and all notices of restriction and instruments of extension and grants to any owner of any fee interest in Lot 1 a power of attorney to execute and record any and all such instruments of extension at the appropriate time on its behalf.

This conveyance is subject to all easements, reservations, and restrictions of record.

This transfer is made by the Grantor does not constitute a sale of all or substantially all of the assets of said Grantor in the Commonwealth of Massachusetts. A waiver of the Massachusetts corporate excise tax lien (M.G.L. Ch. 62C, S. 51) is not required.

Being a portion of the premises conveyed to the Grantor by deed of Route 16 Limited Partnership, dated November 15, 2013 and recorded in the Worcester Registry of Deeds in Book 51761 Page 193.

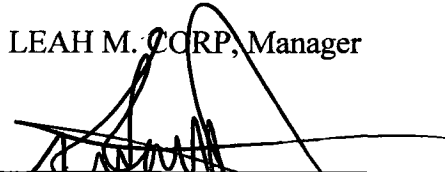
Signatures and acknowledgements are affixed to the following pages.


Please Return To: \_\_\_\_\_  
First American Title Insurance Company  
National Commercial Services  
800 Boylston Street, Suite 2820  
Boston, MA 02199

IN WITNESS WHEREOF, Leah M. Corp, as Manager of the Grantor Jason LLC has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its President and Treasurer, this 28<sup>th</sup> day of May, 2019.

JASON, LLC

By: LEAH M. CORP, Manager


  
Kevin P. Meehan, President

  
Patricia Meehan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

On this 28<sup>th</sup> day of May, 2019, before me the undersigned notary public, personally appeared the above-named Kevin P. Meehan and Patricia Meehan, who proved to me to be the persons whose names are signed on the foregoing Deed by providing a Massachusetts driver's license, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of Jason LLC, and also as the voluntary act of Jason LLC

  
Kathy R Aicardi, Notary Public  
My Commission Expires: December 24, 2021

