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2008 00072589

Bk: 43020 Pg: 187

Page: 1 of 5 06/26/2008 02:27 PM WD

QUITCLAIM DEED

Drake Petroleum Company, Inc. ("Grantor"), a Massachusetts corporation having an office at 221 Quinebaug Road, North Grosvenordale, Connecticut 06255 in consideration paid, and in full consideration of THREE HUNDRED THOUSAND (\$300,000.00) Dollars does hereby grant and convey unto Khalid Properties, LLC ("Grantee"), a Connecticut limited liability company, of 2138 Silas Deane Highway, Rocky Hill, Connecticut 06067, with QUITCLAIM COVENANTS the following :

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being located in the town of Mendon, Worcester County, Commonwealth Of Massachusetts, and more particularly described on **Schedule "A"** annexed hereto and made a part hereof; SAID LAND BEING KNOWN AND NUMBERED AS 1 MILFORD STREET, MENDON, MASSACHUSETTS 01756.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

THIS conveyance is subject to any restrictions, reservations, zoning ordinances, or easements that may appear of record, and subject to such taxes for the then current year as are not due and payable on the date of this deed.

I. RESTRICTIONS AND COVENANTS

The Grantee herein further covenants and agrees, for itself, and its grantees, successors and assigns, that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the real estate conveyed herein. This restrictive covenant will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force and effect.

*1 Milford Street
Mendon MA*

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 06/26/2008 02:27 PM
Ctrl# 076042 05715 Doc# 00072589
Fee: \$1,368.00 Cons: \$300,000.00

II. GRANTOR'S RESERVATION

This conveyance is subject to the condition that Grantor may without charge therefor enter onto the Property after the date hereof to take whatever steps that are necessary, in the sole judgment of Grantor, to remediate the environmental Baseline Condition of the Property, as such Baseline Condition is defined in Paragraph 15 of the Purchase And Sale Contract dated March 26, 2008, between Grantor, as seller, and Grantee, as Buyer (hereinafter called the "Agreement"), the terms of which Agreement are incorporated herein by reference. Such right shall include the right to conduct environmental investigations on, and remediation of, the Property, including without limitation, the right to take water and soil samples, remove contaminated soil, remove and/or treat contaminated groundwater, monitor and/or operate any recovery and/or monitoring wells and operate such environmental remediation equipment as deemed reasonably necessary by Grantor in Grantor's sole judgment. In no event shall the foregoing constitute an obligation by Grantor to conduct any investigation or remediation and Grantor specifically does not and would not, by exercising the above rights, waive Grantee's indemnification and release of Grantor as contained in the Agreement. Grantee will take all reasonable steps to avoid interfering with Grantor's use of the Property in the exercise of the rights granted herein; provided however, that Grantor shall not be liable to Grantee, or its successors or assigns, for any reasonable interference with Grantee's use of the Premises as may occur by monitoring and/or remediation activities on the Property. Grantee agrees not to interfere with or obstruct the Grantor's existing monitoring wells or any equipment or systems or wells which Grantor may install on the Property in the future. Grantor shall have the sole right to determine the placement of any monitoring and remediation devices to best minimize any interference with Grantee's use of such Property and to minimize the time, expense and liability to Grantor in the execution of its activities on the Property.

Grantee shall provide Grantor with access, at Grantor's cost, to on-site utilities (including electrical, sewer and water) if required by Grantor for its activities hereunder. This right of entry shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, administrators, grantees and assigns and shall run with the land.

Grantee further covenants and agrees, for itself and its successors and assigns, that, in connection with Grantor's said right of entry on the Property, Grantor may have certain equipment, materials, wells or improvements, and existing monitoring wells (collectively "Equipment") on the Property, which Equipment shall remain the property of Grantor. In the event the Grantee, or any of its customers, contractors, tenants, employees, licensees, invitees, agents or Grantees should, in any way, damage or destroy any Equipment, then, upon demand, Grantee shall reimburse Grantor the cost incurred by Grantor to replace or repair the damaged or destroyed Equipment.

This conveyance is subject to the terms and conditions of the Agreement which are fully incorporated herein by reference.


This conveyance does not constitute all or substantially all of the assets of the Grantor and is a conveyance in the ordinary course of business of Grantor.

For Grantor's title see deed dated December 15, 1971, from Edouard J. Rouleau, Jr. to The Grove Corporation, recorded in Worcester District Registry of Deeds in Book 5181, Page 58.

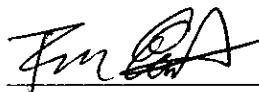
IN WITNESS WHEREOF, the said Grantor has executed this deed this 19th day of June, 2008.

WITNESSED BY:

DRAKE PETROLEUM COMPANY, INC.



By: 
David M. Preble, President



By: 
Amato DiBiasio, Treasurer

**STATE OF CONNECTICUT
HARTFORD COUNTY, SS.**

On this 19 day of June, 2008, before me, the undersigned notary public, personally appeared David

M.Preble, and proved to me through satisfactory evidence of identification, which were Connecticut Drivers license to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purposes, as President of Drake Petroleum Company, Inc.

OFFICIAL SIGNATURE AND SEAL OF
NOTARY/~~COMMISSIONER OF SUPERIOR~~
COURT

Heather Peters

Heather Peters

My Commission Expires:

STATE OF CONNECTICUT
HARTFORD COUNTY, SS.

Heather Peters
Notary Public-Connecticut
My Commission Expires
March 31, 2013

On this 19 day of June, 2008, before me, the undersigned notary public, personally appeared Amato DiBiasio, and proved to me through satisfactory evidence of identification, which were Rhode Island Drivers license [redacted] to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purposes, as Treasurer of Drake Petroleum Company, Inc.

OFFICIAL SIGNATURE AND SEAL OF
NOTARY/~~COMMISSIONER OF SUPERIOR~~
COURT

Heather Peters

Heather Peters

My Commission Expires:

Sf\frank\ quitclaim deed

Heather Peters
Notary Public-Connecticut
My Commission Expires
March 31, 2013

SCHEDULE A

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A certain parcel of land, together with the building thereon, situated at the intersection of Milford Street and Main Street in Mendon, in said Worcester County, being more particularly bounded and described as follows:

Beginning at the northerly corner of the granted premises at an iron pipe in the southeasterly line of said Milford Street (Route 16) and at land of Shelley D. Vincent, et ux., said iron pipe being located 79.48 feet northeasterly from a Massachusetts Highway Bound opposite station 128 + 16.83;

- THENCE S. 43° 06' 15" E., 88.50 feet to a point;
- THENCE S. 30° 30' 50" W., 73.27 feet to an iron pipe at land of Walter I Coffin, et ux., said last two lines bounding on land of said Vincent et ux.;
- THENCE S. 51° 09' 10" W. along said Coffin land, 148.98 feet to a concrete bound in the northeasterly line of Main Street;
- THENCE Northeasterly in a curved line to the right having a radius of 131.02 feet, 132.46 feet to a point in the easterly line of said Milford Street;
- THENCE N. 44° 12' 26" E. along the southeasterly line of Milford Street, 44.90 feet to a Massachusetts Highway Bound;
- THENCE N. 37° 51' 45" E still along said street, 79.48 feet to the point of beginning.

See Plan of Part of Land in Mendon, Mass. owned by Carl M. Taft, et ux., dated November 1962 by Eastman & Corbett Inc , filed with Worcester District Deeds, Plan Book 268, Plan 71.