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RW

QUITCLAIM DEED

AND

RELEASE, EXTINGUISHMENT AND TERMINATION OF EASEMENT

James K. Kurker, of 8 Pawtucket Lane, Salem, Rockingham County, NH 03079,
George K. Kurker, of 10 Pepper Hill Drive, Winchester, Middlesex County, MA 01890,
Corrine M. Hill, of 55 Johnson Road, Winchester, Middlesex County, MA 01890, and
Donna H. Suffredini, of 217 East Emerson Road, Lexington, Middlesex County, MA 02173,
as tenants in common, (the "Grantors")

for consideration paid, in the full amount of Fifty Thousand (\$50,000.00) and no/100 Dollars

grant to

Wayne E. Erkkinen of 9 White Pond Road, Stow, Middlesex County, MA 01775 (the "Grantee")

with QUITCLAIM COVENANTS

Two parcels of land with buildings thereon, off the Southwesterly side of Great Road and off the Westerly side of White Pond Road, in Stow, Middlesex County, Massachusetts, shown as Parcel A-1 and Parcel A-2 on a plan entitled "Plan of Land in Stow, Massachusetts Prepared For Wayne E. Erkkinen, 9 White Pond Rd., Stow, MA." drawn by Bruce A. Kankanpaa, P.L.S., Sudbury, MA, dated September 24, 1988, (the "Plan") which Plan is to be recorded with the Middlesex South District Registry of Deeds contemporaneously herewith,

Parcel A-1 is more particularly bounded and described, according to the Plan, as follows:

- NORTHEASTERLY in part by land of Morstein Associates and in part by land of Wayne E. Erkkinen, 283.00 feet;
- EASTERLY still by said land of Wayne E. Erkkinen, 48.80 feet;
- NORTHEASTERLY still by said land of Wayne E. Erkkinen, by a curved line having a radius of 105.65 feet, a distance of 116.57 feet;
- NORTHERLY still by said land of Wayne E. Erkkinen, 182.50 feet;

**MASS. EXCISE TAX: 228.00
 **ST 12/31/90 01748129 572 381WE
 Address of Property: Parcels A-1 and A-2 off Great Road, Stow, MA
 1079
 THE PLAN IN RECORD BOOK 20942 PAGE 282

SOUTHEASTERLY by Parcel A-2, 232.57 feet;
 SOUTHWESTERLY by land of the Estates of Wedad Kurker and Jabran K. Kurker, 598.44 feet; and
 NORTHWESTERLY by land of Stow Land Associates in part by a stone wall, in two courses measuring 213.47 feet and 33.36 feet, respectively.

Parcel A-1 contains, according to the Plan, 2.98 ± acres of land.

Parcel A-2 is more particularly bounded and described, according to the Plan, as follows.

EASTERLY by Parcel B-1, in part by a stone wall, 228.78 feet;
 SOUTHERLY by land of the Estates of Wedad Kurker and Jabran K. Kurker, 211.02 feet;
 WESTERLY by said land of the Estates of Wedad Kurker and Jabran K. Kurker, 355.98 feet;
 NORTHWESTERLY by Parcel A-1, 232.57 feet;
 EASTERLY in part by land of George M. Huntley and Emma W. Huntley in two courses measuring 178.84 feet and 4.78 feet, respectively; and in part by land of Wayne E. Erkkinen and Lillian E. Erkkinen, 113.86 feet; and
 NORTHERLY still by said land of Wayne E. Erkkinen and Lillian E. Erkkinen, 69.00 feet.

Parcel A-2 contains, according to the Plan, 1.85 ± acres of land.

The Grantors hereby release unto the Grantee and hereby extinguish and terminate any and all easements, rights of way, rights of passageway, and all other rights whatsoever, whether any of the foregoing rights are recorded, are imposed or acquired by operation of law, or otherwise, in, on, under and over all property of the Grantee shown on the Plan, more particularly, the parcels designated thereon as Wayne E. Erkkinen (R29-84), Wayne E. Erkkinen (R29-83), Wayne E. Erkkinen & Lillian E. Erkkinen (R29-80) and Parcel B-1, including, without limiting the generality of the foregoing, all rights in and to the "Existing 20' Right of Way" shown on the Plan within the parcels identified as Wayne E. Erkkinen (R29-84) and Wayne E. Erkkinen (R29-83).

The Grantors hereby reserve certain easements (the "Easement"), for the purposes hereinafter set forth, in and over that twenty (20') foot wide portion (the "Easement Area") of said Lot A-2

which is within twenty (20) feet of the boundary line between said Lot A-2 and the remaining land of the Grantors shown on the Plan as "Remainder of R29-85". The Easement herein reserved is the right to slope and/or fill and maintain the Easement Area, and to remove trees incidental to these activities, in such manner as may be necessitated by the future construction of a roadway (the "Roadway") extended from said White Pond Road through Parcel B-2 and into said other land of the Grantors, said construction to be in accordance with the applicable rules and regulations of the Planning Board of the Town of Stow, or in accordance with any other applicable rules regulations or requirements of any official, board or agency having jurisdiction over the development of said land of the Grantors.

There is also reserved the right to enter upon the Easement Area for the purpose of surveying the same and conducting such tests of soil conditions and other similar tests (the "Testing Rights") as may be required by the applicable rules and regulations of the Planning Board of the Town of Stow, or in accordance with the applicable rules and regulations of such other official, board or agency as may have jurisdiction over the development of said land of the Grantees, in connection with the preparation of plans for the future construction of the Roadway.

The Grantors agree that:

1. Only those portions of the Easement Area will be sloped and filled, and only those trees within the Easement Area will be removed, as may be necessary to permit the possible future construction of the Roadway.
2. All portions of the Easement Area which are sloped and/or filled will be graded, loamed (three to four inches deep) and seeded, or otherwise stabilized by the use of mulch or similar materials.
3. Once the final grades of these sloped and/or filled portions of the Easement Area are established and are finally approved by said Planning Board or said official, board or agency, they shall not be altered by the Grantors except as may be required by said Planning Board or said official, board or agency.
4. Any portion of the Easement Area which is disturbed by the aforesaid surveying and testing will be restored, as nearly as reasonably possible, to the condition existing prior to such surveying and testing, except that the Grantors shall not be required to replace any trees or similar growth which are removed, it being understood that only such trees and similar growth will be removed as is necessary for such surveying and testing.

5. In connection with the exercise of the Easement and the Testing Rights, the Grantors shall indemnify and hold harmless the Grantee from and against all loss, claims, costs, damages, liabilities and injury due to any negligent act or omission of the Grantors and of all persons acting for, on behalf of, through, or under authority of, the Grantors. Prior to the exercise of the Easement and the Testing Rights, the Grantors shall provide certificates of liability insurance in the minimum amount of \$1,000,000.00 to the Grantee, naming the Grantee as a named insured.

The Easement and other rights herein reserved are appurtenant to so much of said other land of the Grantors and to Parcel B-2 as may be included in a development which is accessed from White Pond Road. The Easement may be exercised if, and only if, the Roadway is constructed from said White Pond Road in accordance with a subdivision plan approved by said Planning Board or in accordance with any other applicable rules, regulations or requirements of any official, board or agency having jurisdiction over the development of said land of the Grantors. The Grantee agrees, by the acceptance and recording of this Quitclaim Deed, that he will not oppose an application to said Planning Board for the approval of such a subdivision or the application to such other official, board or agency for the approval of development plans.

The Testing Rights are, by their nature, intended to be ancillary to the approval process which would lead to the approval of the Roadway. Accordingly, the construction of the Roadway is not a condition precedent to the Grantors' right to exercise the Testing Rights. The Testing Rights may only be exercised by the Grantors in connection with said approval process.

The Grantee is hereby granted the right to use the Easement Area for all usual and customary purposes permitted by the zoning bylaws of the Town of Stow so long as such use is not inconsistent with the Easement herein reserved to the Grantors and so long as such use does not result in damage to the Roadway.

The Grantors reserve the right to convey the Easement herein reserved, to the Town of Stow in connection with the dedication and laying out of the Roadway as a public way.

The rights, easements and obligations of the Grantors and the Grantee set forth herein are intended to be appurtenant to the respective properties of each of them, and to be binding upon, and inure to the benefit of, each of them and their respective heirs, successors and assigns.

For title, reference is made to the following:

1. Deed from Iria J. Alberi, Executrix under the will of Anna J. Fors, to Jabran K. Kurker and George K. Kurker, dated September 26, 1957 and recorded with said Deeds in Book 9042, Page 582;
2. Deed from Wedad Kurker, individually and Wedad Kurker and Mitchell A. Kurker, Trustees under the will of George K. Kurker, to Jabran K. Kurker dated February 13, 1969 and recorded with said Deeds in Book 11934, Page 719;
3. The will and codicil of Jabran K. Kurker, who died on March 12, 1977 (Middlesex Probate No. 501154); and the will of Rose Kurker, who died on October 29, 1980 (Middlesex Probate No. 531421).
4. Deed from James K. Kurker et als, as Executors and Trustees of Trust A and Trust B under the will of Jabran K. Kurker to the within Grantors, of even date herewith, and to be recorded with said Deeds contemporaneously herewith.

Address of premises: 84 Great Road, Stow, Massachusetts.

EXECUTED AS A SEALED INSTRUMENT this 28 day of December, 1990.

James K. Kurker

 James K. Kurker

Corrine M. Hill

 Corrine M. Hill

George K. Kurker

 George K. Kurker

Donna H. Suffredini

 Donna H. Suffredini

CANCELLED
 TAX 228.00
 CASH 228.00
 6028A015-33-49
CANCELLED
 EXCISE TAX
 DEEDS REG 15
 MIDDLESEX SOUTH
 12/31/90

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 28, 1990

Then personally appeared the above-named James K. Kurker and acknowledged the foregoing instrument to be his free act and deed, before me.

Jacqueline Bollen

Notary Public

My Commission Expires: 12/4/92

JACQUELINE BOLLEN
NOTARY PUBLIC
My Commission Expires Dec. 4, 1992

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 28, 1990

Then personally appeared the above-named George K. Kurker and acknowledged the foregoing instrument to be his free act and deed, before me.

Jacqueline Bollen

Notary Public

My Commission Expires: 12/4/92

JACQUELINE BOLLEN
NOTARY PUBLIC
My Commission Expires Dec. 4, 1992

