

Copy 2



2007 00042155

Bk: 49092 Pg: 359 Doc: DEED
Page: 1 of 2 03/07/2007 12:33 PM

QUITCLAIM DEED

OHC DEVELOPMENT LLC, a Massachusetts Limited Liability Company with a principal place of business at One Intercontinental Way, Peabody, Essex County, Massachusetts, for consideration paid and in full consideration of **THREE MILLION FOUR HUNDRED FORTY THOUSAND and 00/100 (\$3,440,000.00) DOLLARS**

grants to **Mayel Development Inc.**, a Delaware corporation, with a place of business at One Intercontinental Way, Peabody, Essex County, Massachusetts

with **QUITCLAIM COVENANTS**

The following two (2) parcels of unimproved land subject to any and all rights, easements, restrictions and covenants of record insofar as the same are now in force and applicable.

Parcel 1: One parcel of unimproved land in Littleton and Westford, Middlesex County, Massachusetts being shown as shown as Lot 56A (inclusive of Parcel G) as shown on a Plan of Land entitled, "Plan of Land in Littleton/Westford Massachusetts" prepared for E.J. DiCarlo, Scale: 1"=40', dated September 13, 2000, prepared by J.D. Marquedant & Associates Inc. Land Surveying & Engineering" and recorded with the Middlesex South District Registry of Deeds on December 1, 2000, as Plan 1330 of 2000 in Book 32088, Plan 106 and in Middlesex Northern District Registry of Deeds on January 2, 2001 in Plan Book 204, as Plan 115, containing approximately 51,408 square feet more or less (inclusive of Parcel G on said Plan). Being the premises described in a Deed to the Grantor recorded at the Middlesex South District Registry of Deeds in Book 44885, Page 284.

Property Address: Lot #56A, 70 Grist Mill Road, Littleton, Massachusetts

Parcel 2: One parcel of unimproved land in the Town of Acton and Littleton, Massachusetts, shown on a plan entitled, "Plan of Land" prepared by Hayes Engineering, Inc., dated December 29, 2003 which Plan is filed with the Middlesex South Registry of Deeds as Plan #1349 of 2003. Being the premises described in a Deed to the Grantor recorded at the Middlesex South District Registry of Deeds in Book 41709, Page 502, containing an area of 1,519,142 Square Feet, or 34.875 Acres, more or less.

Property Address: Great Road (Routes 2A & 119), Acton and Littleton, Massachusetts

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STERN, KEILTY & WALL, LLC
Attorneys at Law
ONE SALEM GREEN
SUITE 550
SALEM, MA 01970

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 00
Date: 03/07/2007 12:33 PM
Ctrl# 088327 03679 Doc# 00042155
Fee: \$15,688.40 Cons: \$3,440,000.00

Lot 56A, 70 Grist Mill Rd. Littleton
Great Road (Routes 2A & 119) Acton & Littleton

This conveyance does not represent substantially all of the assets of OHC Development LLC.

IN WITNESS WHEREOF, **Thomas M. Ellis, Manager of OHC Development LLC** has caused his hand and seal to be hereto affixed on behalf of **OHC Development LLC** this 27 day of December, 2006.


OHC DEVELOPMENT LLC

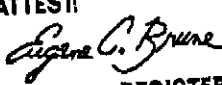
By: 
Thomas M. Ellis, Manager

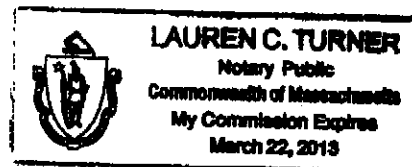
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 27th day of December, 2006, before me, the undersigned notary public, personally appeared **Thomas M. Ellis, Manager of OHC Development LLC**, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public –
My commission Expires:

REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

REGISTER





Bk: 44725 Pg: 484 Doc: DEED
Page: 1 of 3 03/01/2005 03:12 PM

QUITCLAIM DEED

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 00
Date: 03/01/2005 03:12 PM
Ctrl# 047740 08707 Doc# 00041028
Fee: \$306.52 Cons: \$66,666.66

Nagog Development Company, a Massachusetts limited partnership of 530 Great Road, Acton, Middlesex County, Massachusetts, for consideration paid and in full consideration of Sixty-Six Thousand, Six Hundred and Sixty Six Dollars and 66/100 (\$66,666.66) and other valuable consideration, grants to **John F. Massapica, Trustee of JFM Realty Trust**, under Declaration of Trust dated February 24, 2005, to be recorded herewith, a Massachusetts nominee trust with a usual place of business at P.O. Box 1472, Littleton, Middlesex County, Massachusetts, with Quitclaim Covenants,

The land in Littleton and Acton, Middlesex County, Massachusetts, being further described as follows:

A certain parcel of land in Acton and Littleton, Middlesex County, Massachusetts, containing 12.836 acres of land, and being shown on a plan entitled, "Plan in Acton & Littleton, MA.", dated September 6, 2004, by Hayes Engineering, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 1086 of 2004, and to which plan reference may be had for a more particular description of said parcel.

A portion of said parcel is also shown as "Parcel 2A" on a plan entitled, "Plan of Land in Acton & Littleton, MA (Middlesex County), For: Nagog Development Co.", Scale: 1"=80', Aug. 5, 1988, Rev. Sept. 7, 1988, Stamski and McNary, Inc., 80 Harris Street, Acton, Mass., recorded with the Middlesex South District Registry of Deeds in Book 19655, Page 88.

For title to the Grantor, see deed of Community Concepts Corporation dated October 29, 1974, recorded with the Middlesex South District Registry of Deeds in Book 12720, Page 127, deed of Carolyn Clark, Trustee of R.H. Family Trust, recorded with the Middlesex South District Registry of Deeds in Book 20777, Page 353, and deed of North Acton Treatment Corp. dated August 3, 2004, recorded with the Middlesex South District Registry of Deeds in Book 43707, Page 404.

The aforesaid parcels of land are conveyed together with the perpetual right and easement, to pass and repass, by foot and by vehicle, over under and upon those certain strips of land being shown as "Access and Utility Easement" situated on Lot 8C, (which is also known as Durkee Lane, Westford Lane or Durkee Road), and the westerly two hundred and eighty (280.00') feet of Parcel 2A shown as "Utility Easement", ("Easement Areas"), all shown on a plan entitled, "Plan of Land in Acton & Littleton, MA (Middlesex County), For: Nagog Development Co.", Scale: 1"=80', Aug. 5, 1988, Rev. Sept. 7, 1988, Stamski and McNary, Inc., 80 Harris Street, Acton, Mass., recorded with the Middlesex South District Registry of Deeds in Book 19655, Page 88, for ingress and egress to and from Durkee Lane/Westford Lane and Nagog Park Drive, and land conveyed by this deed and other land now or hereafter owned by the Grantee, its successors and/or assigns, which grant of easement shall include:

Please return to: D'Agostine, Levine, Parra & Netburn, P.C., P. O. Box 2223
Acton, MA 01720

Nagog Park, Acton and Littleton, MA

(i) the perpetual right to construct and maintain a roadway, including the paving thereof, for ingress and egress to and from Durkee Lane (aka Westford Lane), and Nagog Park Drive, the land conveyed by this deed and any other land now or hereafter owned by the Grantee, its successors and/or assigns;

(ii) the perpetual right to install, construct, maintain, replace, reconstruct and otherwise utilize above and below ground utilities of all types and kinds, including but not limited to electric, gas, sewer, water, telephone and cable television, and to connect to any existing utility lines, poles, conduits or otherwise;

Said parcels of land are also conveyed together with

(i) the perpetual right to fence, landscape, maintain and generally cosmetically improve the appearance of a the "Access and Utility Easement", situated on Lot 8C, and a strip of land on said Lot 8C, Ten (10.00') Wide, situated parallel with and adjacent to the southerly line of said "Access and Utility Easement", and the aforesaid Easement Areas, all shown on a plan entitled, "Plan of Land in Acton & Littleton, MA (Middlesex County), For: Nagog Development Co.", Scale: 1"=80', Aug. 5, 1988, Rev. Sept. 7, 1988, Stamski and McNary, Inc., 80 Harris Street, Acton, Mass., recorded with the Middlesex South District Registry of Deeds in Book 19655, Page 88;

(ii) the perpetual right to convey all of the rights and easements conveyed hereby to others.

Notwithstanding the foregoing, said grants of easement and the exercise of any rights therein shall not interfere in or adversely affect the use, operation or ownership of the Sewer Treatment Facility or leaching fields now or hereafter located on the easement areas, nor shall they interfere with or adversely affect the operations of North Acton Treatment Corp. Prior to exercise of the above-referenced easements, Grantee shall obtain Grantor's approval, which approval shall not be unreasonably withheld, delayed or conditioned and may only be denied if such exercise would directly interfere with the operation of the Sewer Treatment Facility. In the event Grantor has not approved or disapproved such exercise of the easements granted hereby within fifteen (15) business days of submittal, such exercise shall be deemed constructively approved by Grantor and no further approval shall be required. Grantor reserves the right to repair, replace and relocate any portion of the Sewer Treatment Facility or the pipes and conduits used in connection therewith, so long as same does not interfere with improvements that have been constructed by Grantee. Grantor further reserves the right to enter onto the easement areas granted hereunder for well monitoring purposes and for any other reason if required by the Department of Environmental Protection in connection with the operation of the Sewage Treatment Facility, and the right to assign these rights by an instrument duly executed by Grantor and recorded at the Middlesex South District Registry of Deeds.

The Grantee agrees that in the event of any damage to any of the aforesaid pipes and conduits, the Grantee will, at its sole cost and expense, repair said damage.

The Grantee furthermore agrees to indemnify and hold harmless the Grantor from and against all claims, demands, losses and damages which may be incurred by reason of the use, operation, and activities of the Grantee in connection with the easements.

Said premises are conveyed subject to and together with easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

Executed under seal this 28th day of February, 2005.

Nagog Development Company,
a Massachusetts limited partnership

By: T. Kirkland Ware, III
T. Kirkland Ware, III, General Partner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 28, 2005

Then before me, the undersigned notary public, personally appeared, T. Kirkland Ware, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as General Partner of Nagog Development Company, for its stated purpose

Dawn M. Priest
Notary Public
My Commission Expires:



DAWN M. PRIEST
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 30, 2005

