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Bk: 1428 Pg: 9 Cert#: 252651  
Doc: DEED 11/02/2012 01:25 PM

Property Address: 20 Elm Street, North Reading, Massachusetts 01864

**DEED WITH EASEMENT**

Thomson Club, Incorporated, a Massachusetts nonprofit corporation, of 20 Elm Street, North Reading, Massachusetts 01864, for consideration paid, and for the full consideration of **Two Million Ninety Thousand Dollars** (\$2,090,000.00), grants to Country Club Lane, LLC, a Massachusetts limited liability company, of 20 Elm Street, North Reading, Massachusetts, **with quitclaim covenants**, the land, together with the buildings thereon, located at 20 Elm Street, North Reading, Massachusetts 01864, bounded and described as follows:

That certain parcel of land situate in North Reading in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

- NORTHEASTERLY by Elm Street, sixteen (16) feet;
- SOUTHEASTERLY ninety six (96) feet;
- NORTHEASTERLY three hundred twenty-eight and 32/100 (328.32) feet; and
- NORTHWESTERLY one hundred seventy-nine (179) feet; by land now or formerly of Gerald A. Woodmansee et al;
- NORTHEASTERLY by Elm Street, four hundred eighty-eight and 52/100 (488.52) feet;
- SOUTHEASTERLY by lands now or formerly of Richard F. Alden et al and of Martin J. Healey et al, about eleven hundred seventy-nine (1179) feet;
- SOUTHWESTERLY, EASTERLY AND NORTHEASTERLY by the Ipswich River;
- SOUTHEASTERLY by land now or formerly of Thomson Club, Incorporated, about fifty (50) feet;
- SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY by said Ipswich River;

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 001  
Date: 11/02/2012 01:25 PM  
Ctrl# 177292 17653 Doc# 01620337  
Fee: \$9,530.40 Cons: \$2,090,000.00

124990 765-40

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WESTERLY by lands of sundry adjoining owners, about nine hundred seventy seven (977) feet; ✓

NORTHEASTERLY by lands of sundry adjoining owners, three hundred seventy-five and 41/100 (375.41) feet; and ✓

NORTHWESTERLY by land now or formerly of Alden C. Center et al, three hundred seventy-seven and 75/100 (377.75) feet. ✓

Said land is show as Lot 2 on the said plan hereinafter mentioned.

All of said boundaries, except the water lines, are determined by the Court be located as shown on a plan drawn by Robert E. Anderson, Surveyor, dated February 14, 1962 and December 5, 1966, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which was filed with the original Certificate of Title issued on this decree as Land Court Plan No. 31422-A in Book 765, at Page 040.

Meaning and intending to convey the premises being lot 2 as described on Transfer Certificate of Title #126990 dated June 11, 1968 with Middlesex County Southern Registry District of the Land Court in Book 765, Page 040.

The land is subject to the casement set forth in a grant made by Thomson Club Incorporated to James Millen, dated December 31, 1965 and duly recorded in Book 11026, Page 098, as referred to on Certificate No. 126990 in Book 765, Page 40, and the easement from the Thomson Club, Incorporated to Peter S. Confalone and Douglas R. Conn, Trustees of the Thomson Club Condominium Trust, dated March 8, 1982, for the benefit of Lot 1, filed with said Registration District as Document Number 620838, to the extent that said easements are now in force and applicable. The land is also subject to an easement to the Thomson Club Condominium Trust filed herewith.

The Grantor reserves to itself, its successors, assigns and grantees, an easement in gross for the benefit of the portion of Lot 1 as shown on said plan that is the subject of an Indenture of Lease dated January 2, 1982 and filed as Document number 620844, and described therein as "a portion of the premises presently being used as the THOMSON CLUB INCORPORATED golf course," more particularly described in Exhibit "A" attached to said Indenture of Lease. Said easement in gross shall be in, over, under and through those portions of Lot 2 shown as "Proposed 20' Wide Utility Easement A", "Proposed 20' Wide Utility Easement B" and "Proposed 20' Wide Utility Easement C" on a plan entitled "Sketch Plan in North Reading, MA", dated Oct. 29, 2012, drawn by Williams & Sparages, which plan is attached hereto.

The easements so reserved is for the purpose of supplying water from Lot 2 and bodies of water adjacent thereto, to Lot 1 for the purpose of providing water for the watering and operation of the golf course located on Lot 1 and for fire protection for the structures used in connection with the golf course and country club and for the purpose of maintaining the water level in existing or future ponds for the purpose of providing water for the watering of grass, trees and plants on the golf course and for fire protection for the structures used in connection with the golf course and country club.

Included in this easement is the appurtenant right for the Grantor, its successors, assigns and grantees, from time to time, to enter upon such portions of Lot 2 with such equipment as may be reasonably necessary to install, maintain, repair, replace and operate any and all water lines, conduits, pumps and appurtenances including sufficient access by men and machines, and including the right to supply any

reasonable energy source for the operation thereof of any nature or kind reasonably necessary to fulfill the purpose of this easement. Also included in this easement is the appurtenant right for the benefit of the Grantor from time to time to draw water through said easement areas and the pipes and conduits contained therein to satisfy the purposes of this easement.

Any assignment of the Indenture of Lease shall include an assignment of the rights in this easement.

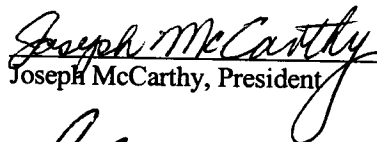
The Grantee, including its successors and assigns, shall not bear any responsibility for the work or cost associated with the installation, maintenance, repair, replacement or operation of any and all water lines, conduits, pumps and appurtenances, or insurance therefor, or the cost of any energy source for the operation thereof of any nature or kind necessary to fulfill the purposes of this easement, or for the cost of any disturbance of the land or parking lot in the event of excavation for repair or replacement, and the Grantor shall indemnify the Grantee, its successors and assigns for any injury or harm resulting from the matters referred to in this sentence.

The grantor and grantee agree that the Grantee, including its successors and assigns, subject to the rights of the Owner of Lot 1 on Land Court Plan No. 31422-A in Book 765, at Page 40, shall have the right, at any time and from time to time, at its sole cost and expense, to revise the location of said water pipes, conduits, pumps and appurtenances on any other portion of Lot 2 provided the purposes of this easement are not interfered with.

For grantors title, see deed of Huntington Realty Trust recorded with Middlesex South District Registry of Deeds in Book 9880, at Page 488 and Certificate of Title No. 126990 on file with the Middlesex South District Registry of Deeds, Registered Land Section in Book 765, at Page 040.

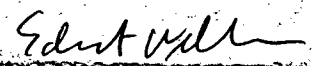
In Witness Whereof, the said Thomson Club, Incorporated has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Joseph McCarthy, its President and Robert Gorton, its Treasurer, hereto duly authorized, this 19<sup>th</sup> day of November, in the year, 2012.

Thomson Club, Incorporated  
by:

  
Joseph McCarthy, President

  
Robert Gorton, Treasurer

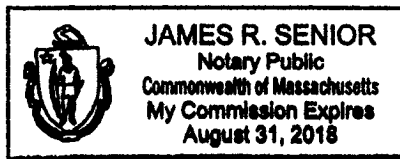
11.2.12  
APPROVED FOR REGISTRATION  
BY THE COURT

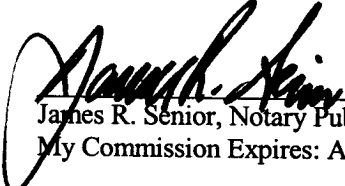
  
EDNA V. HILL  
CHIEF TITLE EXAMINER  
As to sketch attached

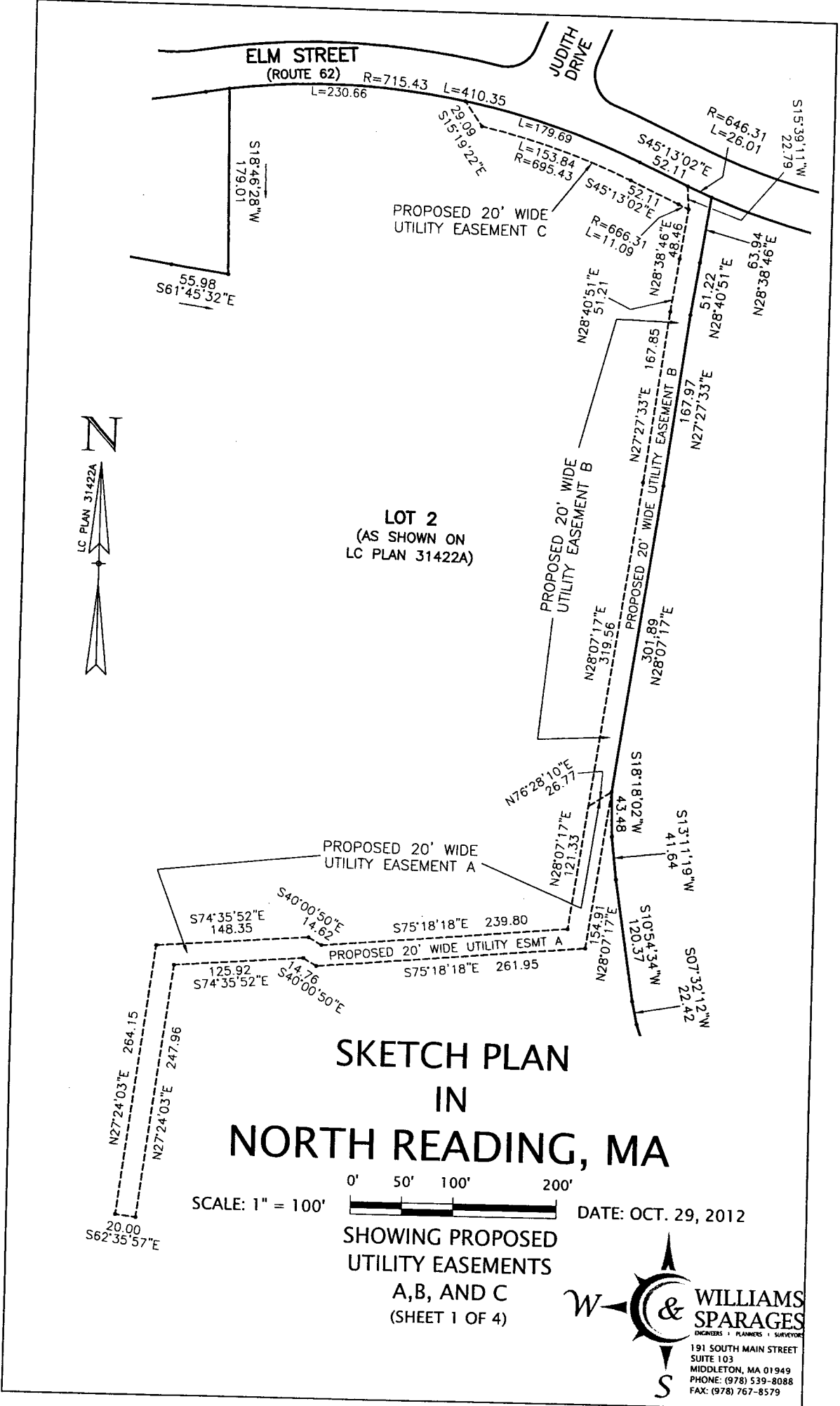
**THE COMMONWEALTH OF MASSACHUSETTS**

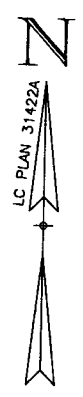
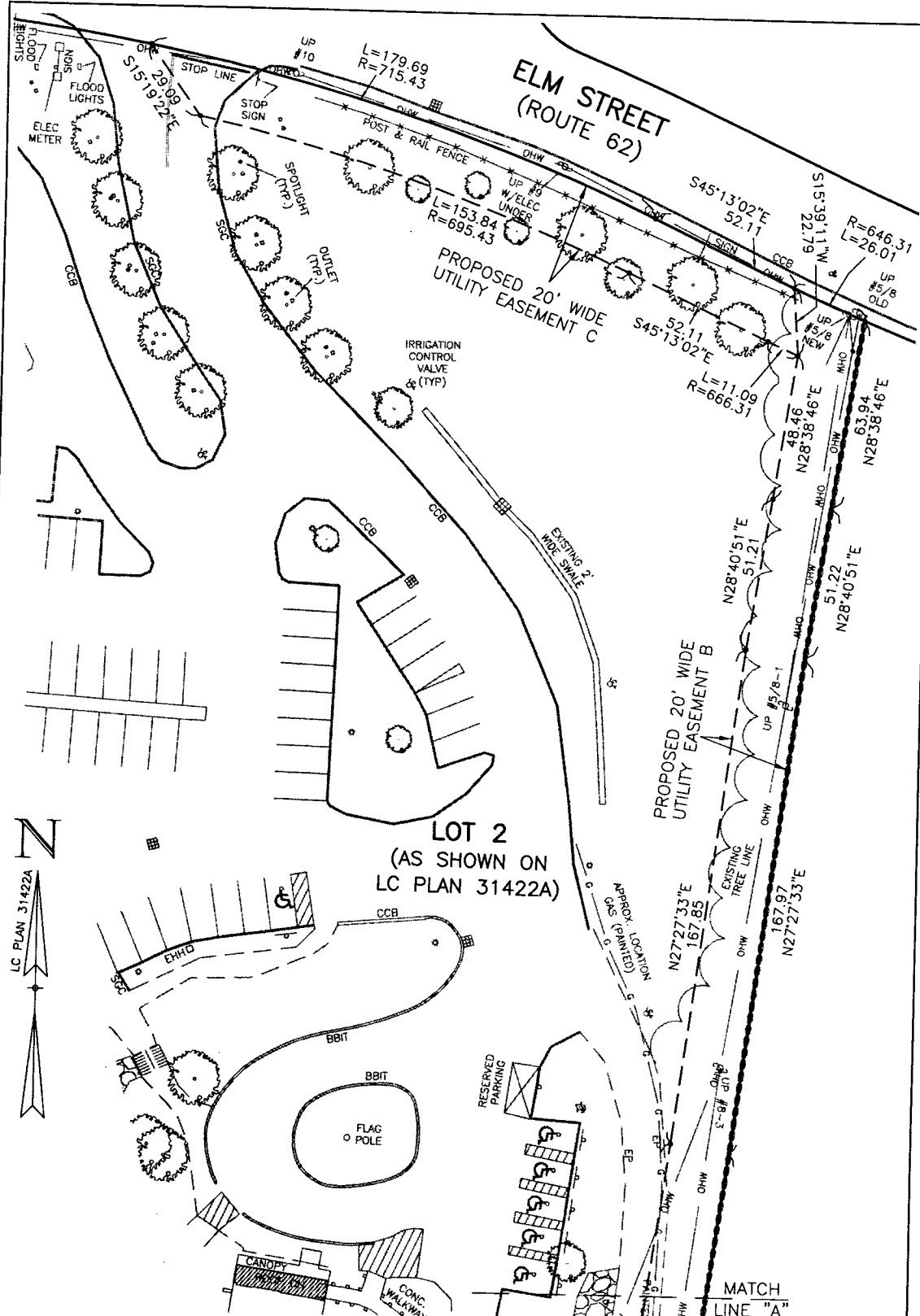
Middlesex, ss.

On this            day of November in the year 2012, before me, the undersigned notary public, personally appeared Joseph McCarthy and Robert Gorton, proved to me through satisfactory evidence of identification, which is a Massachusetts drivers license with photographic image and signature, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed voluntarily for its stated purpose, as President and Treasurer for Thomson Club, Incorporated, a corporation.



  
James R. Senior, Notary Public  
My Commission Expires: Aug. 31, 2018



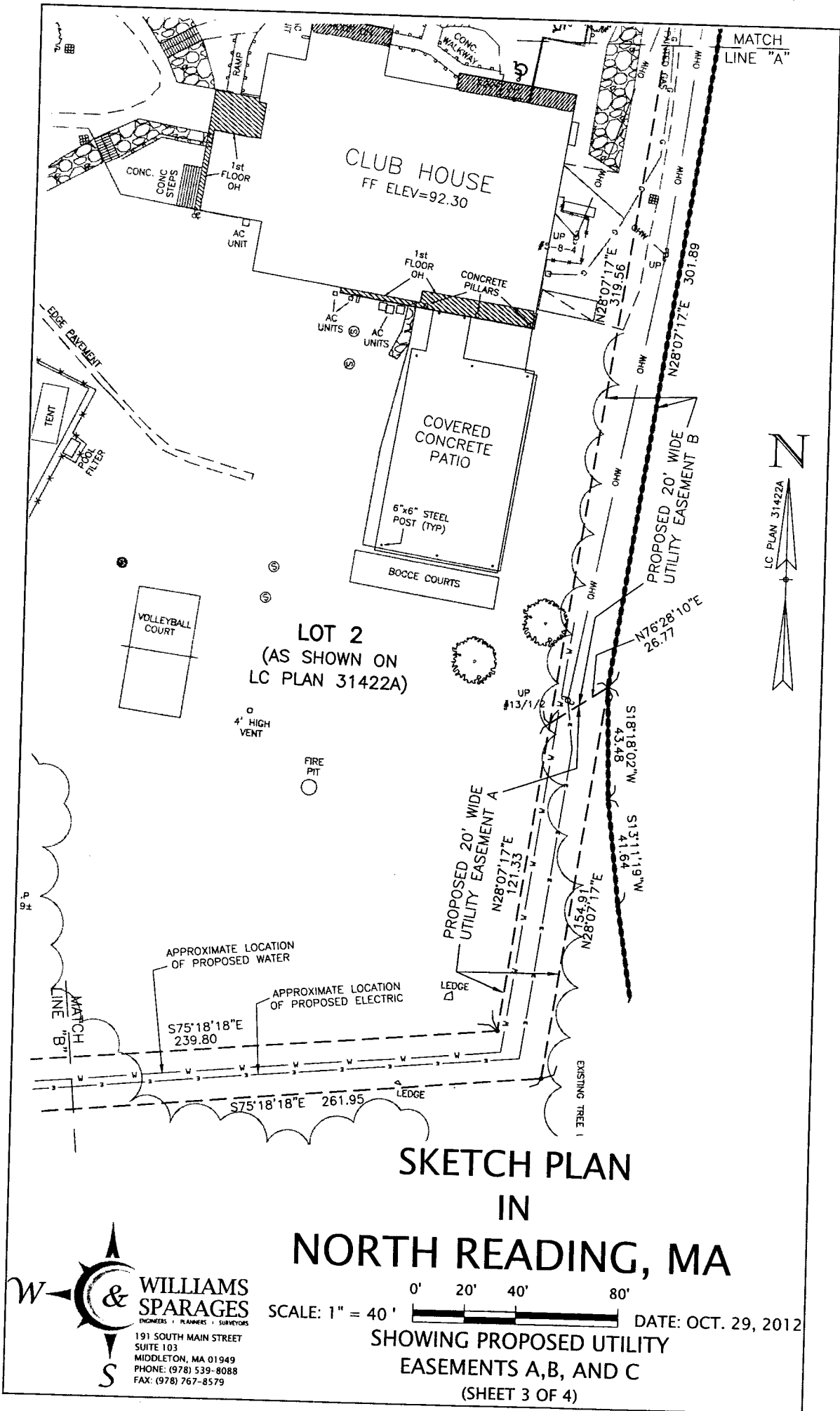


**SKETCH PLAN  
IN  
NORTH READING, MA**

**WILLIAMS & SPARGES**  
ENGINEERS • PLANNERS • SURVEYORS  
191 SOUTH MAIN STREET  
SUITE 103  
MIDDLETON, MA 01949  
PHONE: (978) 539-8088  
FAX: (978) 767-8579

SCALE: 1" = 40' DATE: OCT. 29, 2012

SHOWING PROPOSED UTILITY  
EASEMENTS A, B, AND C  
(SHEET 2 OF 4)



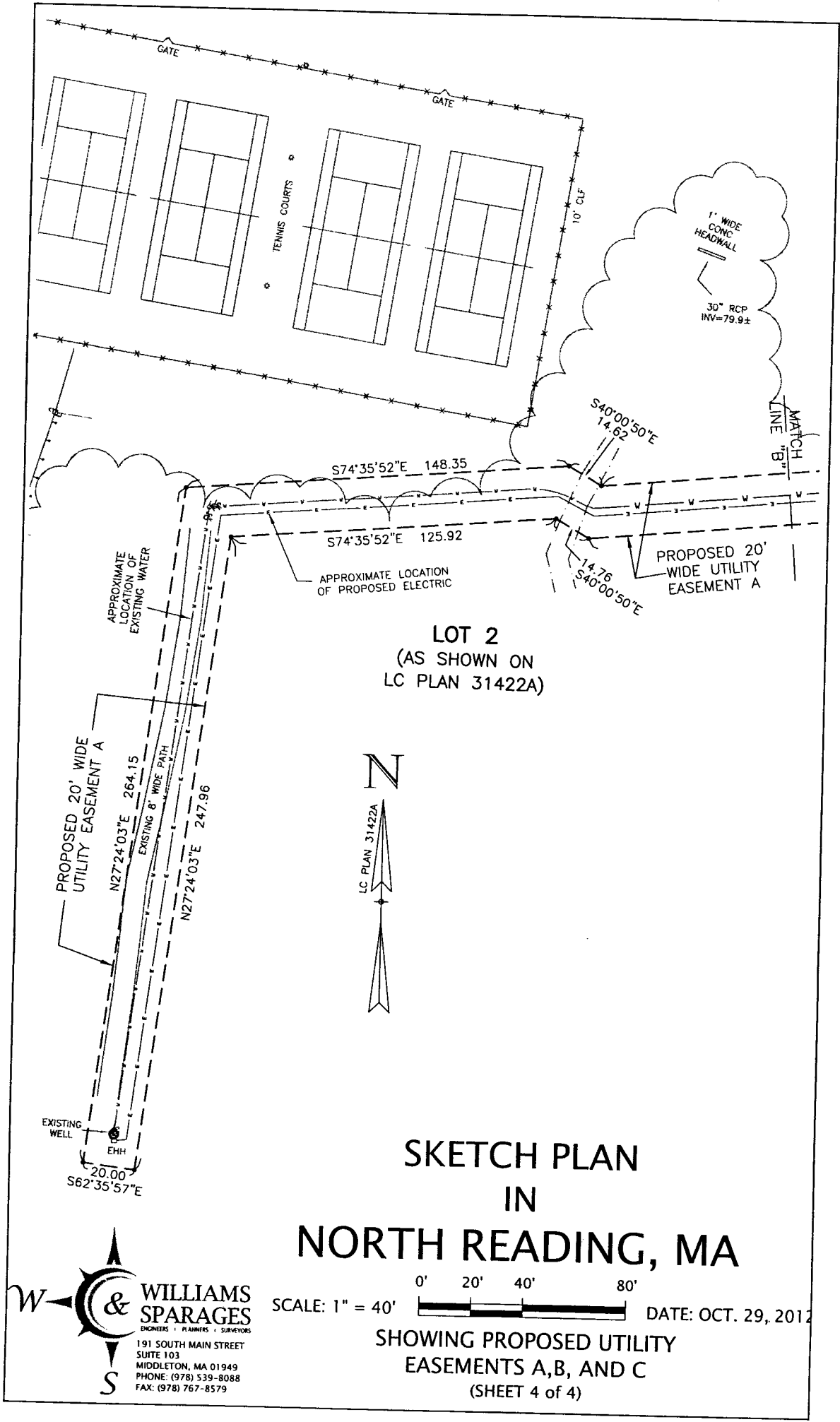
SKETCH PLAN  
IN  
NORTH READING, MA

W & S  
WILLIAMS SPARAGES  
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SUITE 103  
MIDDLETON, MA 01949  
PHONE: (978) 539-8088  
FAX: (978) 767-8579

SCALE: 1" = 40' 0' 20' 40' 80'

SHOWING PROPOSED UTILITY  
EASEMENTS A, B, AND C  
(SHEET 3 OF 4)

DATE: OCT. 29, 2012



LOT 2  
(AS SHOWN ON  
LC PLAN 31422A)



SKETCH PLAN  
IN  
NORTH READING, MA

SCALE: 1" = 40' DATE: OCT. 29, 2012

SHOWING PROPOSED UTILITY  
EASEMENTS A, B, AND C  
(SHEET 4 of 4)

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FAX: (978) 767-8579



**DOCUMENT 01620337**

Southern Middlesex Land Court  
REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Nov 02, 2012 at 01:25P

Document Fee: 125.00  
Receipt Total: \$10,420.40

NEW: CERT 252651 BK 01426 PG 9

OLD: CERT 126990 BK 765 PG 40