



John P. Dougherty
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March 21, 2017
115472-2

Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043
Attn: Joseph W. Freeman, Chairman

Re: Broadstone Bare Cove Alliance, LLC
230 Beal Street

Dear Chairman and Members of the Board:

We are counsel to Broadstone Bare Cove Alliance, LLC in connection with the development of the property located at 230 Beal Street in Hingham (“Alliance Property”). Reference is made to the letter to the Board dated March 20, 2017 from Edmund L. Allcock of Marcus, Errico, Emmer & Brooks, P.C. regarding the use of the existing sewer line serving the property (“Condominium Letter”). The copy of the Condominium Letter is attached as Exhibit A for your convenience. We have researched the title to the Alliance property and reviewed the sewer easement referenced in the Condominium Letter and disagree with the claims and conclusions set forth in the Condominium Letter.

The sewer line and pump station in question are located on the land to the west of the Alliance Property (“Sewer Easement Property”). In 1977, James Salah, the owner of the Alliance Property and the Sewer Easement Property granted the owner of the Condominium land the right to install and use a sewer line and a 20 foot wide easement corridor located on the Sewer Easement Property. Mr. Salah specifically reserved the right for his successors and assigns to tie into and use the sewer pipe line installed on the Sewer Easement Property without any limitation or restriction as to use or amount of sewer flow. Alliance is a successor and assign of Mr. Salah.

The Condominium Letter is misleading because it incorrectly suggests that the Hingham Mutual Fire Insurance Building was contemplated as an appropriate use of the sewer line when the original easement was granted in 1977. However, Hingham Mutual Fire Insurance Company did not acquire and develop the Alliance Property until 1987.

The Condominium Letter also suggests that the proposed Alliance project would overburden the sewer easement. However, this is an incorrect application of that legal concept. An easement is overburdened when the party owning and exercising the easement rights attempts to use the easement to service land to which it is not appurtenant. The chain of title to the Alliance Property includes the easement to tie into and use the sewer pipeline on the Sewer

Hingham Zoning Board of Appeals
March 21, 2017
Page 2

Easement Property. See the deed from James Salah to Hingham Mutual Fire Insurance Company dated October 21, 1987 attached hereto as Exhibit B. Therefore, since Alliance (a successor to Hingham Mutual) has the right to use the sewer easement, a bigger building would not overburden the easement in the technical sense that the sewer line would not be used to service land to which the right is not appurtenant.

Furthermore, the proposed use by Alliance is not outside the substantive rights reserved in the sewer easement. There is nothing in the sewer easement that restricts or limits the use of the sewer line to any particular type of use or amount of flow. To the contrary, the shared operating and maintenance costs are based on the number of gallons of sewer flowing through the sewer line. This is an equitable proration intended to provide for different types of uses and quantities between the Condominium Property and the Alliance Property.

For the foregoing reasons, we respectfully request that you disregard the mischaracterization of the Alliance easement rights in the Condominium Letter, but rather rely on the actual title and legal rights of the Condominium and Alliance described herein.

Thank you.

Very truly yours,



John P. Dougherty

JPD2:tas

Enclosure

cc: Michael J. Boujoulian
Jeffrey A. Tocchio, Esq.

3542467.1

EXHIBIT A

Condominium Letter

**MARCUS, ERRICO,
EMMER & BROOKS, P.C.**

Attorneys At Law

MEEB

Edmund A. Allcock
781.843.5000
callcock@meeb.com
admitted in: MA, NH & RI

BY HAND DELIVERY

March 20, 2017

Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043
Attn: Joseph W. Freeman, Chairman

Re: Broadstone Bare Cove Alliance, LLC

Subject Property: 230 Beal Street, Comprehensive Permit to Construct 220-unit rental community pursuant to G.L. c. 40B on approximately 12.06 acres of land located in the Office Park Zoning District

Dear Chairman and Members of the Board:

The undersigned and this Firm represent the Beals Cove Condominium Trust (the "Condominium Trust"), which is a 198 unit residential condominium complex located at 21 Beals Cove Road, Hingham, MA. The Condominium is a neighbor to the above project (the "Project") and is specifically and particularly aggrieved by the Project, which is proposed by the national apartment chain Alliance Residential Company ("Alliance"). The 12 acre Project site is the former location of Hingham Mutual Fire Insurance and is located in the Office Park Zoning District, which prohibits residential dwelling and multi-unit apartment use.

Newspaper accounts suggest that the Town of Hingham is only considering this deviation from its zoning by-law under G.L. c. 40B because of an ongoing dispute with the State regarding the calculation as to whether the Town has met its 10% affordable housing quota. The same accounts suggest that the Alliance has agreed to pay over \$1,000,000 to repair a school building and to make other betterments to the Town and has downsized the Project from 300 units to 220 units in exchange for Alliance's waiver of a challenge to the Town's 40B "safe harbor" grace period for review, caused by the approval of the Avalon Project. In any event, Beals Cove and its 198 unit owners echo the concerns of numerous other residents in the Town that the proposed development is massive (including 220 apartment units in two four story buildings with underground and above ground parking) and is going to bring a great deal of traffic and intensity to the site and surrounding area, far beyond what was anticipated for an office park use. While there has been much discussion and deliberation in the newspapers and the Town Meetings that approval of this Project will definitely put the Town of Hingham over its 10% quota, which will give the Town greater control over the rest of its undeveloped Property, my clients respectfully request that the Zoning Board of Appeals not overlook the deleterious impact that this Project will have upon each of the 198 Beals Cove condominium owners.

45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184-8733

781.843.5000 ■ Fax 781.843.1529 ■ www.meeb.com

Office Hours: Monday – Friday ■ 9:00 AM – 5:00 PM
New Hampshire 603.891.2006 ■ Rhode Island 401.351.2221

Specifically, the Beals Cove Condominium is the holder of a 20 foot wide sewer easement running in a northwest direction from the Condominium across the Project and leading to a pump station across Lincoln Street Route 3A). See, Sewer Easement Plan attached hereto as **EXHIBIT "A"**. The easement is identified in an Easement Grant between the developers of the Beals Cove Condominium and the former owner of the Hingham Mutual Property (Mr. Salah) and was created in 1973. A copy of the Easement Grant is attached hereto as **EXHIBIT "B"**.

Under this Easement Agreement, the Beals Cove Condominium owns the lines located on the Hingham Mutual Property and is responsible for maintaining and repairing the lines located on the Hingham Mutual Property. Beals Cove has the same obligations with respect to the pump station and has diligently carried out its maintenance and repair obligations for the last forty plus years.

This sewer easement and the sewer lines and pump station contained therein serve the sewer needs of the 198 Beals Cove condominium owners. The sewer easement bisects the Project site as shown on the attached easement plan. The sewer easement itself occupies 28,610 square feet of the Project site. The Beals Cove sewer lines are located within this easement and are connected to the pump station owned and operated by Beals Cove. The Sewer Easement permits the Condominium the ability to enter onto the Project site and undertake any and all testing, inspection, maintenance and repair to the sewer line. That right of entry and maintenance cannot be interfered with. In fact, the Massachusetts Land Court in the case of Shaughnessy v. Golfarb, 2012 WL 5959992 (2012) held that the owner of property burdened by a sewer easement could not do anything to his property that would make maintenance of the sewer lines more expensive. In that case, the owner of the property installed a blue stone patio over sewer lines, which was more expensive to dig up and replace than grass in the event maintenance was required. At a minimum, Beals Cove requires unfettered access to the Property and its lines in order to perform its maintenance obligations set forth under the Easement Grant given by Alliance's predecessors.

Following grant of the sewer easement to the Condominium in 1973, Mr. Salah or his successor constructed the Hingham Mutual Fire Insurance Building, which was and remains a permitted use of the Property as it is zoned for office park use. The Hingham Mutual Fire Insurance Building contains a small number of bathrooms (i.e. toilets and sinks without showers). Accordingly, the Beals Cove lines have historically experienced limited impact or usage from the Project site.

The 220 proposed residential units at the Project site will add upwards of 500 fully useable bathrooms (including bathtubs and showers) to the existing Beals Cove sewer line and pump station. While the Easement Grant gave Mr. Salah the right to connect to the sewer line contained within the easement that ran through his property that right was exercised with respect to the construction of the Mutual Fire Insurance Building and its limited office building bathrooms. Obviously, that use was not intense and was not intended to be intense given the office park zoning use designated for Property, which is why the Easement Agreement simply provides a formula for annual operation and maintenance (and not upgrades caused or required by a connection) and a small one-time tie-in fee of \$30,000, which, upon information and belief, was paid when the Hingham Mutual Building was constructed.

Contrary to the contention of Alliance and its attorneys, the Easement Grant does **not** clearly provide all of Mr. Salah's successors in interest, especially those with such a high intensity use as this one, the right to tie into Beals Cove's sewer line. The one time tie-in and one-time fee contemplated by the Sewer Grant occurred. Beals Cove Condominium Trust contends that no further tie-ins are contemplated under the Sewer Easement and that Alliance has no legal right to tie into the sewer lines that are owned by Beals Cove. Simply put, this project cannot legally proceed without the consent of the Beals Cove Condominium.

Even if Alliance is permitted under the Easement Grant to connect to the Beals Cove sewer line under the terms of the Easement Grant, addition of upwards of 500 residential bathrooms to the sewer line will constitute interference with the Condominium's rights under the Easement Grant. It will also constitute a legal overburdening of the Easement, by significantly changing the manner, frequency and intensity of the use of both the sewer line and the pump station. Quite simply, such intensity and use of the sewer line was not contemplated by at the time the easement was granted or the sewer line was constructed. In fact, the deed description for the Project site referenced in the Easement Agreement, identifies the land by a plan of land marked "Office Park", which suggests that at the time the easement was granted the parties to the easement never expected such a high intensity (i.e. multi-family residential) use of the Beals Cove sewer line and pump station. The lines and the pump station will simply not be able to handle the increased loads and burdens without significant upgrades to the sewer lines and pump station. The Condominium Trust is also informed and believes that the proximity of construction of the Apartment complex will impact the integrity of the sewer line. The increased intensity and frequency of the sewer lines will not only result in increased costs to the Beals Cove residents in the form of upgrades and overall increased annual maintenance expenses, but will unnecessarily subject the Condominium Association to liability from its residents in the event of any flow disruptions or backups caused by Alliance's desire to more than double the flow into the Condominium's sewer line.

It does not appear that the Town has required the applicant to provide any scientific or engineering analysis with respect to its ability to tie-in to the Beal Cove condominium's sewer line and/or the resultant impact it will have on the Beals Cove condominium residents, its sewer line and its pump station. In this regard, the Town should be mindful that portions of these lines run through and abut Town owned recreation property and any impact on the sewer lines could also affect the Town in addition to the Beals Cove condominium.

The Beals Cove Condominium Trust's attorneys have attempted to reach out to Alliance directly to learn specially what their intentions are with respect to the sewer line and have not received the courtesy of a reply. Accordingly, the Beals Cove Condominium Trust respectfully OPPOSES the project.

The Beals Cove Condominium Trust reserves its right to seek a Court challenge of any Comprehensive Permit granted by the Town, especially in the absence of any inquiry as to whether or not Alliance has lawful access and/or ability to dispose of sewage from the Project via the Beals Cove Condominium's sewer lines. The Beals Cove Condominium Trust further

Hingham Zoning Board of Appeals
March 20, 2017
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reserves the right, to challenge, in Court, Alliance's legal ability to tie-in to the Beals Cove sewer line and/or to seek a determination as to whether said tie-in would constitute interference with Beals Cove's easement rights or constitutes an unlawful overburdening of the easement.

Thank you for your time and consideration.

Sincerely,

MARCUS, ERRICO, EMMER
& BROOKS, P.C.



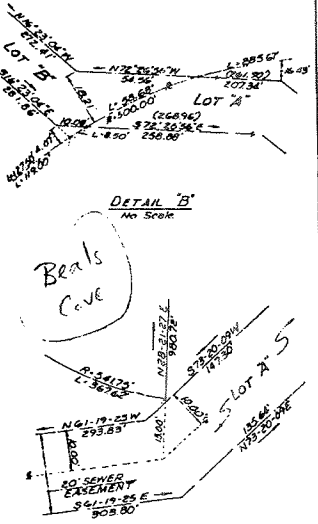
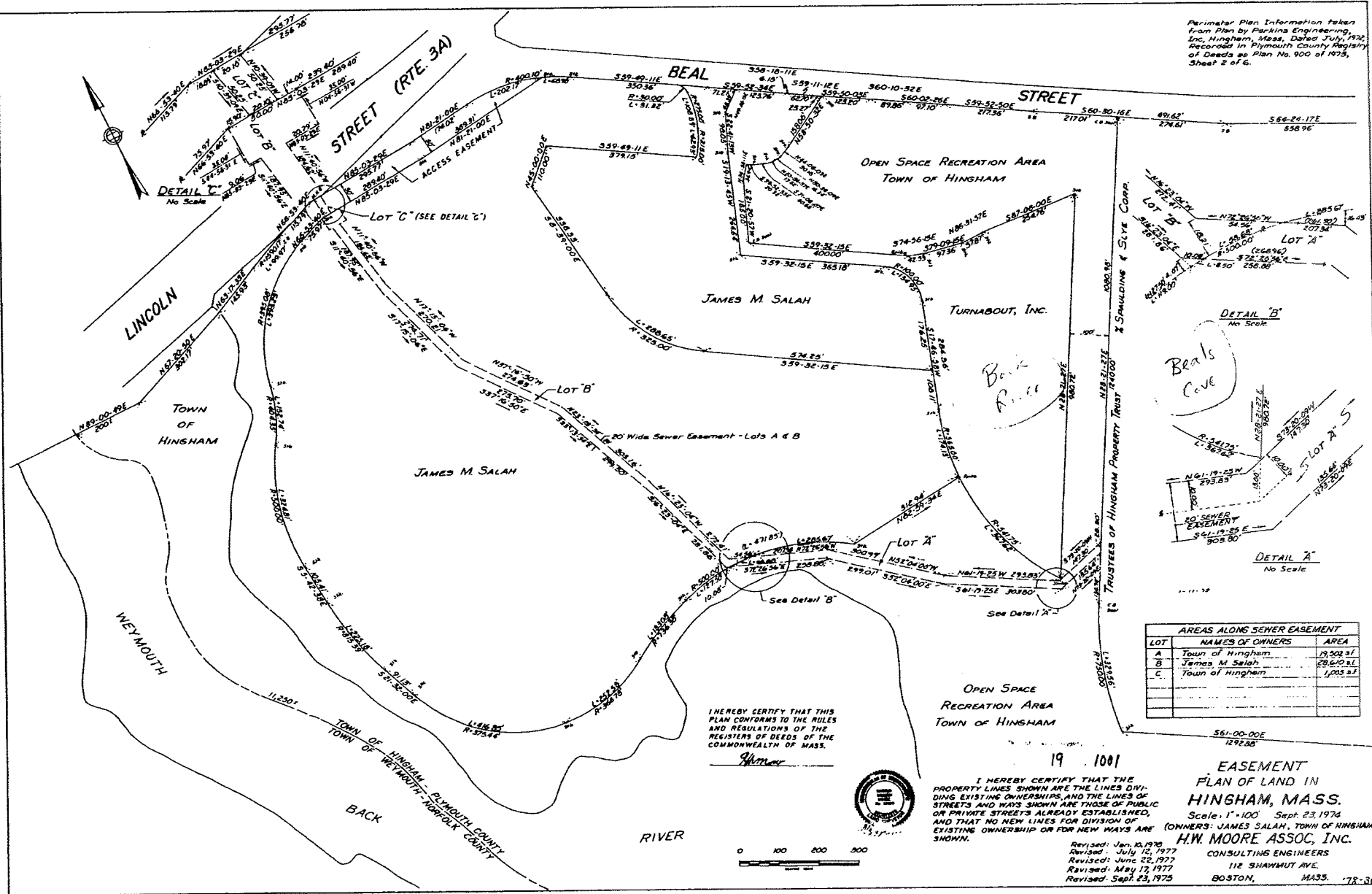
Edmund A. Allcock

/EAA

Enclosures

cc: Beals Cove Condominium Trust
V. Douglas Errico, Esq.
Jeffrey A. Tocchio, Esq.

Perimeter Plan Information taken from Plan by Parkins Engineering, Inc., Hingham, Mass., Dated July, 1972, Recorded in Plymouth County Registry of Deeds as Plan No. 906 of 1972, Sheet 2 of 6.



LOT	NAMES OF OWNERS	AREA
A	Town of Hingham	19,508 sq. ft.
B	James M. Salah	28,610 sq. ft.
C	Town of Hingham	1,005 sq. ft.

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASS.

James M. Salah

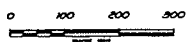


I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Revised: Jan. 10, 1970
 Revised: July 12, 1977
 Revised: June 22, 1977
 Revised: May 12, 1972
 Revised: Sept. 23, 1975

EASEMENT PLAN OF LAND IN HINGHAM, MASS.

Scale: 1" = 100' Sept. 23, 1974
H.W. MOORE ASSOC. INC.
 CONSULTING ENGINEERS
 112 SHAWMUT AVE.
 BOSTON, MASS.



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GRANT OF EASEMENT

James M. Salah of Canton, Massachusetts, being the owner of land south of Lincoln Street and southwest of Beal Street, Hingham, Massachusetts as shown on a plan entitled "Easement Plan of Land in Hingham, Mass." by H. W. Moore Associates, dated September 23, 1974, revised September 23, 1975 through July 12, 1977 and recorded herewith (the "Plan") for good and valuable ^{non-monetary} consideration, the value of which is less than \$1.00, the receipt and sufficiency of which is hereby acknowledged, grants to Richard E. Dobroth, James A. Progin, Arturo J. Gutierrez, H. Jay Sarles and J. Terrence Murray, Trustees of Hingham Property Trust, under Declaration of Trust dated May 31, 1973 and recorded with Plymouth Deeds in Book 3933, Page 6, as amended (the "Trustees"), their successors and assigns, an exclusive and perpetual easement to use Lot B shown on the Plan for the purpose of installing, laying, maintaining, using, inspecting, removing, replacing and repairing a sewer pipeline and appurtenant facilities therein, together with the right to enter into and upon the land subject to said easement at any and all times for such purpose and for doing anything useful, convenient or necessary for the enjoyment of said easement.

Said easement shall be appurtenant to and for the benefit of all of said land of the Trustees to the southeast of said land of Salah as recorded in Plymouth Deeds, Book 3955, Page 777; and if the Town of Hingham acquires said easement or an interest therein by assignment or otherwise, then from and after the date on which

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the Town of Hingham acquires said easement or interest therein, said easement shall be appurtenant to and for the benefit of all land in the Town of Hingham in the North Sewer District of the Town Hingham and such other land as may from time to time be designated by the Board of Sewer Commissioners or other appropriate municipal authority.

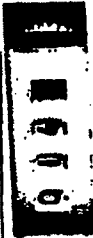
The Trustees agree by their acceptance of this grant of easement that upon making any opening in connection with any of the purposes of this ensement, the land on which said opening shall be made shall be returned to the same grade as existed when said opening was made and all materials (including, without limitation, any ledge or boulders excavated therewith) shall be removed from the site, all such work to be done at the expense of the Trustees or their successors and assigns. Notwithstanding anything to the contrary contained in this Grant of Easement, if the easement granted herein is assigned to the Town of Hingham or if the Town of Hingham otherwise acquires an interest in this easement the foregoing provisions of this paragraph shall not be binding upon said Town of Hingham.

The Trustees agree that said sewer pipeline and appurtenant facilities shall conform to all applicable statutes, laws, ordinances, rules and regulations, by-laws, codes and requirements of the Board of Sewer Commissioners of the Town of Hingham. The Trustees and Salah agree to permit to be made all inspections desired or required by the Board of Sewer Commissioners of the Town of Hingham in connection with the installation or use of said sewer pipeline and appurtenant facilities.

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Salah reserves to himself, his successors and assigns, the right in common with others to tie into and use the sewer pipeline installed by the Trustees for the benefit of Salah's burdened land more fully described in the deeds to Salah dated December 14, 1973 and ~~_____~~ and recorded in Plymouth Deeds in Book 3759, Page 173 and Book ~~_____~~, Page ~~_____~~, respectively, subject to and in compliance with all applicable laws, by laws, ordinances, codes, statutes and rules and regulations. In consideration of and as a continuing condition to the right to make such connections and to use the sewer pipeline, Salah agrees to pay the sum of (a) \$30,000 in accordance with the provisions of a note of even date, plus (b) an annual operating and maintenance charge equal to the reasonable cost of operation and maintenance of the pumps and incidental facilities times a fraction, the numerator of which is the number of gallons of sewage contributed by Salah and his successors and assigns and the denominator of which is the total number of gallons of sewage flowing through the sewer line (all as measured by a flow meter or any other customary measuring device), such payment to be made within 30 days of receipt of bills therefor, until the Trustees assign this Easement as specified below to the Town of Hingham and the Town of Hingham accepts such assignment after which time Salah shall pay all charges imposed by the Town of Hingham by reason of the use by Salah, his successors and assigns of the sewer pipeline and appurtenant facilities.

Salah, for himself and his successors and assigns, further agrees (a) to repair any damage caused to the sewer pipeline and appurtenant facilities by Salah's use thereof, reasonable wear and tear accepted; and (b) that neither Salah nor his successors or



assigns will have title to said sewer pipeline or appurtenant facilities. All connections shall be made only with prior written notice to the Trustees and after the Town of Hingham acquires the Trustees' interest hereunder, with the prior written consent of the Town of Hingham, which consent shall not be unreasonably withheld.

The Trustees agree to assign this Easement to the Town of Hingham and to convey to the Town of Hingham the sewer pipeline and appurtenant facilities upon completion of the installation thereof, provided that the Town of Hingham agrees to accept such assignment and conveyance (and the Trustees and Salah acknowledge that the Town of Hingham has not agreed to accept same) reserving, however, to the Trustees, their successors and assigns, the right to use, in common with others, the sewer pipeline and appurtenant facilities as same may be changed from time to time subject to charges imposed by the Town of Hingham and subject also to all applicable statutes, laws, ordinances, rules and regulations, by-laws, codes and requirements of the Board of Sewer Commissioners of the Town of Hingham.

The obligations of the Trustees hereunder shall be limited to the trust estate of Hingham Property Trust and neither the Trustees individually nor any beneficiary thereunder shall be liable for such obligations.

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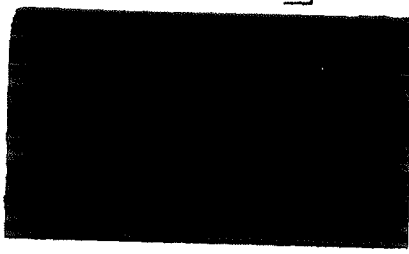
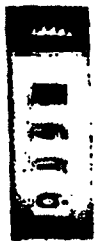
For title of Salah, see deed dated ^{December 14, 1973} ~~January 19, 1974~~ and recorded in Plymouth Deeds, Book 3857, Page 173.

EXECUTED as a sealed instrument this ^{19th} day of ~~September~~ ^{September}, 1977.

James M. Salah
James M. Salah

Accepted:

H. Jay Barber
Trustee
William E. Robert
Trustee
Trustees of Hingham Property Trust, for selves and co-Trustees, but not individually.



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COMMONWEALTH OF MASSACHUSETTS

Norfolk ss. *September 19*, 1977

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

Frank P. Karcher
Notary Public
My Commission Expires:



[Insert of Subordination of Mortgagees here]

- 6 -

REC'D JAN 9 1978 AT 9-57 AM AND RECORDED

4785 REC

EXHIBIT B

Deed from Salah to Hingham Mutual

DEED

JAMES M. SALAH (the "Grantor") of 100 Hudson Road, Canton, Massachusetts, in consideration of Seven Hundred Eighty-Three Thousand Eight Hundred Thirty-Five Dollars (\$783,835) GRANTS WITH QUITCLAIM COVENANTS to HINGHAM MUTUAL FIRE INSURANCE COMPANY, a Massachusetts corporation (the "Grantee") having its principal place of business at 49 Main Street, Hingham, Massachusetts a parcel of land situated in Hingham, Plymouth County Massachusetts shown as lot B¹ (the "Premises") on a certain plan (the "Plan"), dated July 12, 1987 entitled "Plan of Land Beal Street Hingham, Massachusetts" prepared by Perkins Engineering, Inc., which plan is recorded herewith, bounded and described according to the Plan as follows:

Beginning at the Northeast corner of the herein described Lot B¹ at Beal Street and land of Turnabout, Inc.

Thence S.49-28-13W., 68.39 feet;

Thence S.22-41-13W., 98.05 feet;

Thence S.19-13-45W., 264.64 feet;

Thence S.59-32-15E., 365.18 feet;

Thence along a curve to the right on a radius of 100.00 feet an arc distance of 134.95 feet;

Thence S.17-46-58W., 284.36 feet;

Thence along a curve to the left on a radius of 565.00 feet, an arc distance of 174.13 feet, all above

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BOOK 8081 PAGE 290

along land of Turnabout, Inc. to a point at land
of Town of Hingham Open Space and Recreation;

Thence along land of the Town of Hingham the following:

S.82-59-34W., 312.94 feet;

Thence along a curve to the left on a radius of 500.00
feet, an arc distance of 70.00 feet to a point at
the Southeast corner of Lot B² as shown on the
Plan;

Thence along Lot B² the following:

N.6-37-47W., 478.09 feet;

Thence N.30-22-06W., 90.00 feet;

Thence along a curve with a radius of 72.00 feet, an arc
distance of 132.86 feet to a point at the
Southerly corner of Lot A² as shown on the Plan;

Thence along Lot A² and Lot A¹ the following:

along a curve with a radius of 540.00 feet, an
arc distance of 547.56 feet;

Thence N.43-27-13E., 195.30 feet;

Thence on a curve to the left on a radius of 20.00 feet
an arc distance of 36.05 feet to a point at Beal
Street at the Northeast corner of Lot A¹.

Thence running along Beal Street S.59-49-11E., 217.16
feet;

Thence S.59-52-34E., 71.21 feet to the point of
beginning.

Containing approximately 12.059 Acres all as shown on
the Plan.

Appurtenant Easements

The Grantor also grants to the Grantee, its successors and assigns the following appurtenant rights and easements:

1. The perpetual right and nonexclusive easement to tie into and use the sewer pipeline located on the Salah Property in the area, shown on the Plan as "20' WIDE SEWER EASEMENT" running in a northerly direction from the southerly sideline of Lot B² as shown on the Plan to the northerly sideline of Lot A² as shown on the Plan (including the area, at the northerly end of the "20' wide Sewer Easement" that is fifty (50) feet wide) subject to and with the benefit of the conditions and agreements set forth in a certain Grant of Easement dated September 9, 1977 and recorded with the Plymouth County Registry of Deeds at Book 4392, Page 146.

2. The perpetual right and nonexclusive easement to construct, install, lay, operate, maintain, inspect, repair, replace, alter, change the location of, extend or remove sewer pipes, manholes and related equipment in the area located on the Salah Property shown on the Plan as "20.00 SEWER E'S'M'T" running from the westerly sideline of the Premises to a portion of the easement shown on the Plan as "20' WIDE SEWER EASEMENT" described in Paragraph 2 above to permit access and connection from the Premises to the sewer pipeline described in Paragraph 2 above and to enter the Salah Property for such purposes.

REC 8081 REC292

3. The temporary right and exclusive easement of access and the temporary right and exclusive easement to enter upon, use, dig up and otherwise alter the area ten (10) feet in width on both sides of and for the entire length of the twenty (20) foot wide sewer easement described in paragraph 3 above as is necessary or desirable to permit the initial construction and installation of the sewer equipment described in paragraph 3 above. This temporary easement shall terminate upon the completion of all construction and related activities pertaining to the installation of sewage facilities for the Premises in such area. Notwithstanding the preceding sentence, the temporary easement granted in this paragraph 4 shall terminate no later than five (5) years from the date hereof.

4. The perpetual right and nonexclusive easement over Lot A² to use the surface and subsurface of the areas shown within Lot A² on the Plan as "35' DRAINAGE EASEMENT", "DRAINAGE EASEMENT" and "FLOOD PLAIN CONTOUR" for the purpose of diverting stormwater from and providing stormwater drainage of and from the Premises and all buildings,

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driveways, streets, parking lots and other structures or paved areas hereafter constructed thereon. In connection therewith, the Grantee shall have the right and easement to construct, install, lay, operate, maintain, inspect, repair, replace, alter, change the location of, extend or remove pipes, culverts, catch basins, manholes, and such other equipment in, over and under such areas as may be necessary or convenient for the purpose of draining stormwater from the Premises.

Executed as a sealed instrument ^{as of} this 21st day of October, 1987.

For Grantor's title, see deed dated Dec 1, 1986 recorded prior to the recording hereof with the Plymouth County Registry of Deeds.

James M. Salah
James M. Salah

COMMONWEALTH OF MASSACHUSETTS

Trafal, ss. *Canton*, *Oct 8*, 1987

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

Frank H. Kuthae
Notary Public
My commission expires: 12-2-88

PLIMOUTH COUNTY
205399
COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
OCT 22 1987
800.00
RE-11006

CANCELLED

PLIMOUTH COUNTY
205400
COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
OCT 22 1987
887.52
RE-11006

CANCELLED

REC'D OCT 22 1987 AT 10-03 AM AND RECORDED