

COPY

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BOOK 46146 PAGE 199

Recorded On:

Oct 13, 2015 at 12:00P

PLYMOUTH COUNTY REGISTRY OF DEEDS

John R. Buckley Jr. Register

**SECOND AMENDMENT OF
DECLARATION OF EASEMENTS**

**LOTS A AND B, 593-595-599 WASHINGTON STREET (ROUTE 53),
PEMBROKE, MASSACHUSETTS**

REFERENCE is made to a Declaration of Easements made and entered into as of the 19th day of December, 2013, by **599 WASHINGTON LLC**, a Massachusetts limited liability company with an address of 4 Collins Avenue, Plymouth, Massachusetts 02360 (the "Declarant") duly recorded with the Plymouth County Registry of Deeds (the "Registry") in Book 43940, Page 107, as affected by Amendment and Correction of Declaration of Easements dated June 30, 2014 and duly recorded with the Registry in Book 44487, Page 208 (collectively, the "Declaration").

WHEREAS, the Declarant is the owner of Lot B situated on Washington Street (Route 53) in Pembroke, Plymouth County, Massachusetts, as shown on the plan recorded in Plan Book 58, Page 435 (the "Plan") as more particularly described in said Declaration, and being a portion of the premises described in a deed dated December 19, 2013 and recorded with the Registry in Book 43940, Page 88; and

WHEREAS, JEFFERSON SQUARE LLC, a Massachusetts limited liability company with an address of 794 Washington Street, Pembroke, Massachusetts 02359 ("Jefferson Square") is the owner of Lot A situated on Washington Street (Route 53) in Pembroke, Plymouth County, Massachusetts, as shown on the Plan, as more particularly described in said Declaration, and also described in a deed dated June 30, 2014 and recorded with the Registry in Book 44494, Page 342; and

WHEREAS, the Declarant and Jefferson Square (collectively, the "Parties") have agreed to further amend the Declaration to establish and/or modify easements on their respective properties for their mutual benefit;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby declare and provide as follows:

1. Paragraph 2 of the Declaration is hereby deleted and the following Paragraph 2 is inserted in its place:
 2. Lots A and B shall be subject to and/or have the benefit of, as applicable, the following easements:
 - (a) Declarant hereby grants to Jefferson Square, its successors and/or assigns, as appurtenant to Lot A, the following easements: (i) a perpetual nonexclusive right and easement, in common with the owner(s) of Lot B, to use the area designated as "Utility & Access Easement for the Benefit of Lot A 367 SF." on the plan entitled "Easement Exhibit Plan #599 Washington Street Pembroke, MA", prepared by Stenbeck & Taylor, Inc. attached hereto as Exhibit A and incorporated herein by reference (the "Easement Exhibit Plan"); and (ii) a perpetual nonexclusive right and easement, in common with the owner(s) of Lot B, to use the area designated as "Utility & Access Easement for the Benefit of Lot A 353 SF." on the Easement Exhibit Plan, for the purposes described in Paragraph 3 below.
 - (b) Jefferson Square hereby grants to Declarant, its successors and/or assigns, as appurtenant to Lot B, the following easements: (i) a perpetual nonexclusive right and easement, in common with the owner(s) of Lot A, to use the area designated as "Utility & Access Easement for the Benefit of Lot B 3,845 SF." on the Easement Exhibit Plan; and (ii) a perpetual exclusive right and easement to use the area designated as "Utility, Access & Parking Easement for the Benefit of Lot B 3,472 SF." on the Easement Exhibit Plan, for the purposes described in Paragraph 3 below.
2. Paragraph 3 of the Declaration is hereby deleted and the following Paragraph 3 is inserted in its place:
 3. The easement areas described in Paragraphs 1 and 2 of the Declaration, as amended hereby (the "Easement Areas"), shall be used for purposes of ingress and egress and all other purposes for which streets and ways are commonly used in the Town of Pembroke, and for the installation, maintenance, repair and replacement of facilities for utilities, including but not limited to water, sewer, electricity, telephone, cable TV, and the like (hereinafter referred to collectively as the "Utilities"). In addition, the Easement Area designated as "Utility, Access & Parking Easement for the Benefit of Lot B 3,472 SF." on the Easement Exhibit Plan may also be used for the parking of motor vehicles. Within sixty days after the execution of this Amendment, Declarant and its successors and assigns shall plant and maintain a vegetated visual screen of evergreens along the northerly boundary of the same Easement Area (120 feet) and then running along Lot A's western lot line approximately 90 feet to the northwest corner of Lot A. The number and selection of trees/plantings shall be approved by Jefferson Square, which approval shall not be unreasonably withheld.

3. Paragraph 5 of the Declaration is hereby deleted and the following Paragraph 5 is inserted in its place:

5. The maintenance and repair of the Road described in Paragraph 1 of the Declaration, with the exception of that portion of the Existing Paved Way running southerly and which serves only Lot B, and the Easement Areas described in Paragraphs 2(a)(i), 2(a)(ii) and 2(b)(i) of the Declaration, as amended hereby, including but not limited to snow plowing, shall be the joint responsibility of the Property Owners on a 50/50 basis, with the exception that a Property Owner shall be solely responsible for any installation, maintenance or repair of Utilities for the Lot owned by that Property Owner, and for any repair and/or restoration to the Road and said Easement Areas attributable thereto. The Property Owner of Lot B shall be solely responsible for the maintenance and repair of the Easement Area described in Paragraph 2(b)(ii) of the Declaration, as amended hereby, and that portion of the Existing Paved Way within the Road running southerly and which serves only Lot B.

4. All capitalized terms used in this Second Amendment which are defined in the Declaration and not otherwise defined herein shall have the same meaning herein as in the Declaration.

5. In all other respects, the Parties hereby ratify and confirm the Declaration.

Property Address: Lots A and B, 593-595-599 Washington Street (Route 53), Pembroke, Massachusetts

[END OF PAGE – SIGNATURES ON NEXT PAGES]

EXECUTED as a sealed instrument this 9th day of October, 2015.

599 WASHINGTON LLC

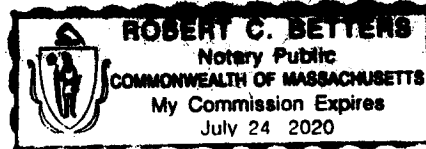
By: [Signature]
Rick Vayo, Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 9th day of October, 2015, before me, the undersigned notary public, personally appeared Rick Vayo, Manager of 599 Washington LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person(s) whose name(s) is/are signed on the preceding/attached document, personal knowledge of the undersigned, to be the person(s) whose name is/are signed on the preceding/attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public Robert C. Betters
My commission expires: 7/24/20



EXECUTED as a sealed instrument this 8 day of October, 2015.

JEFFERSON SQUARE LLC

By: [Signature]
Kevin P. Sealund, Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 8th day of October, 2015, before me, the undersigned notary public, personally appeared Kevin P. Sealund, Manager of Jefferson Square LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person(s) whose name(s) is/are signed on the preceding/attached document, personal knowledge of the undersigned, to be the person(s) whose name is/are signed on the preceding/attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public *SHAWN P. REILLY*
My commission expires: *10/6/17*

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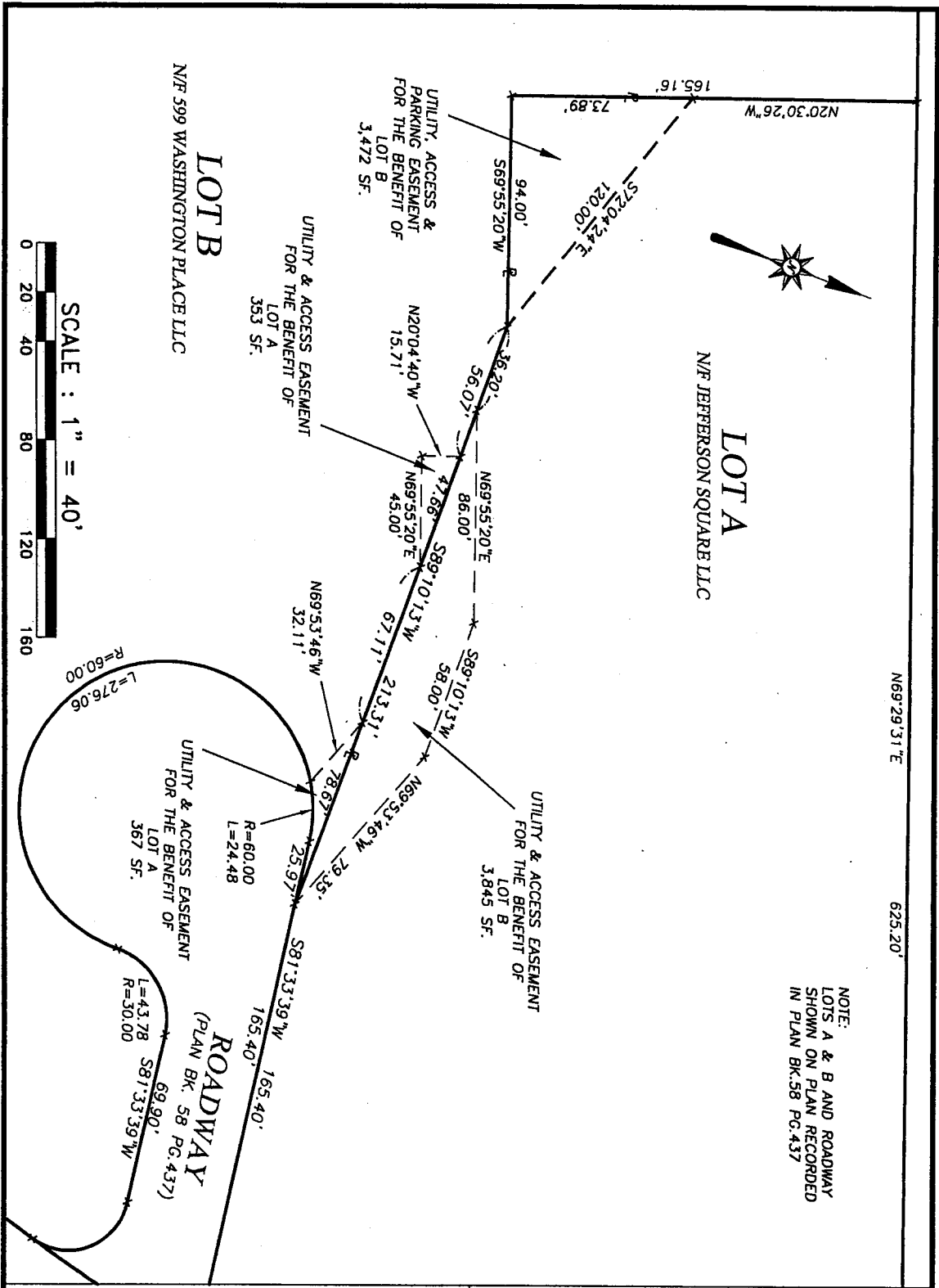


SHAWN P. REILLY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2017

EXHIBIT A

EASEMENT EXHIBIT PLAN

[SEE ATTACHED]



Drawn For : 599 WASHINGTON PLACE LLC

EASEMENT EXHIBIT PLAN
#599 WASHINGTON STREET
PEMBROKE, MA

STENBECK & TAYLOR, INC.
Registered Professional Engineers and Land Surveyors



844 Webster Street
Suite 3
Marshfield, Ma. 02050
781-834-8591
Fax: 781-837-8238
www.stenbeckandtaylor.com