



X

Locus: 2 Kemble Street, Lenox, MA

KNOW ALL PERSONS BY THESE PRESENTS

That, **J & N Inn, LLC**, a Massachusetts Limited Liability Company, with a mailing address of 2 Kemble Street, Lenox, MA 01240, for consideration paid in the amount of **One Million Six Hundred Fifty Thousand (\$1,650,000.00) Dollars** grants to **The Frederick, LLC**, a Limited Liability Company organized under the Laws of the Commonwealth of Massachusetts, with a principal place of business of 2 Kemble Street, Lenox, MA 01240, with **Quitclaim Covenants**, the following described piece or parcel of land located in the Town of Lenox, County of Berkshire and Commonwealth of Massachusetts bounded and described as follows:

~~MASSACHUSETTS EXCISE TAX
Middle Berkshire ROD 001
Date: 06/17/2010 11:12 AM
Ctrl# 013771 23745 Doc# 00788848
Fee: \$7,524.00 Cons: \$1,650,000.00~~

SCHEDULE A

Being Lot A, containing two (2) acres, on a plan entitled "Plan of Division of Land Prepared for John R. & Linda K. Reardon Town of Lenox, Berkshire County, Massachusetts" dated June 14, 2004, prepared by Sackett Survey Services, Inc., which plan is recorded in the Berkshire Middle District Registry of Deeds in Plat G, No. 363 (the "Plan") together with the following:

1. Right of Way for the benefit of Lot A as shown on the Plan for ingress and egress over, across, upon and through said Lot B to said Lot A, and designated as "B" on the Easement Plan. This Right of Way is subject to the condition that parking on said Right of Way will be in designated spaces only as shown on the Easement Plan, so as not to block access to said Lot B. The owner of Lot A, their heirs, successors and assigns, shall ensure that no motor vehicles block access to said Lot B. See Plan recorded in said Registry of Deeds in Plat B #381.

2. Easement for the benefit of the owner of Lot A to allow for mowing and landscape care in area designated as "C" on the Easement Plan and the owner of Lot A, their heirs, successors and assigns, will hold the owner of Lot B, harmless and indemnify the owner of Lot B from any liability as a result of the owner of Lot A exercising their rights under this easement.

3. Easement for the benefit of the owner of Lot A to allow the owner of Lot A to enter onto the area designated as "D" on the Easement Plan to maintain said area, subject to the condition that the owner of Lot A shall receive prior written authority from the owner of Lot B to enter onto the property for purposes of maintenance, which authority shall not be unreasonably withheld. This easement is subject to the condition that the owner of Lot B shall have absolute control over the utilization and landscaping of the easement area, which may not be changed or modified by the owner of Lot A without the prior written consent of the owner of Lot B; and further subject to the condition that the owner of Lot A, their heirs, successors and assigns, holds the owner of Lot B, their heirs, successors and assigns, harmless and indemnifies the owner of Lot B from any liability as a result of the owner of Lot A entering onto the property pursuant to this easement.

Subject to an electrical utility easement for the transmission of electricity through currently existing lines from Kemble Street to Lot A, and crossing underground to Lot B and designated as "E" on the Easement Plan. The owner of Lot B shall have the further right to enter onto the property of the owner of Lot A in order to repair or replace said electrical utility line, provided that the owner of Lot B restores the property to the same condition it was in as reasonably as possible after it has entered onto said Lot A for the purpose of maintenance or repair of the electrical utility lines. The owner of Lot B will have unencumbered access to the meter room within the Kemble Inn, located on Lot A as shown on the Plan.

Subject to and together with the benefit of easements by and between the owner of Lot A, their heirs, successors and assigns, and the owner of Lot B, their heirs, successors and assigns, for gas, water, sewer and telephone lines which are located on the respective properties to allow for the continuation of any of these utility lines. The owner of Lot A and the owner of Lot B shall each have the right to enter onto the property of the other in order to repair or replace said utility lines, provided that each restore the property to the same condition it was in as reasonably as possible after it has entered onto the other's property for the purpose of repairing or replacing said utility lines.

The Right of Way designated as "A" on the Easement Plan has not been established and there are no rights reserved to the Grantors herein.

Further subject to and with the benefit of that certain Declaration of Covenants, Conditions, and Restrictions as amended, dated December 22, 1989 and recorded in the said Registry of Deeds in Book 1290, Page 102.

Being the same premises conveyed to the Grantor herein by deed of John R. Reardon and Linda K. Reardon dated June 13, 2005 and recorded with the said Registry of Deeds June 28, 2005 in Book 3258 at Page 184.

Witness my hand and seal this 15th day of June, 2010.

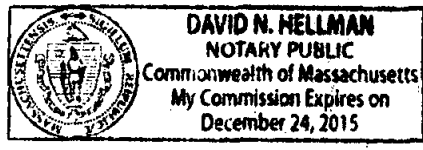
J & N Inn LLC

By: *Bosa Kosovic*
Bosa Kosovic, Manager

COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, ss

On this 15th day of June, 2010, before me, the undersigned notary public, personally appeared, **Bosa Kosovic**, proved to me through satisfactory evidence of identification, which was personal knowledge of the signer, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]



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