

5



Bk: 6164 Pg: 319 Doc: DEED
Page: 1 of 4 03/30/2018 02:58 PM

QUITCLAIM DEED
KNOW ALL BY THESE PRESENTS

That **SEBASTIAN'S LEGACY, LLC**, a Missouri limited liability company, for consideration paid in the amount of **EIGHT HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$825,000.00)** grants to **ERIC GEORGE HAYTHORNE and CAROL FORSYTH HAYTHORNE**, husband and wife, whose residence and post office address is 4 Kemble Street, Lenox, MA 01240, to hold as **TENANTS BY THE ENTIRETY**, with **QUITCLAIM COVENANTS**, the parcel of land with buildings thereon located in the Town of Lenox, Berkshire County, Massachusetts, bounded and described as follows:

4 KEMBLE STREET, LENOX, MASSACHUSETTS

MASSACHUSETTS EXCISE TAX
Middle Berkshire ROD 001
Date: 03/30/2018 02:58 PM
Ctrl# 033554 10431 Doc# 00921831
Fee: \$3,762.00 Cons: \$825,000.00

Being Lot B, containing one (1) acre, 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 an exclusive easement over, upon and through other property now or formerly of Kemble Corporation for ingress and egress to the parcel, which easement is described as "Driveway Easement Reserved For Benefit of Basset Hall Lot" on a plan of land entitled "Plan of Land Known as Bassett Hall in Lenox, Massachusetts Survey For The Kemble Properties, June 1989 Scale 1" = 50'", which plan is recorded in said Registry in Plat B, # 381. Said Driveway Easement is also shown designated as "F" on the Plan attached to the deed from John R. Reardon and Linda K. Reardon to Amy Beth Zuckerman dated March 15, 2005 and recorded March 29, 2005 in said Registry in Book 3185, Page 120 (the "Easement Plan"). Pursuant to said deed, John R. Reardon and Linda K. Reardon terminated all of their right, title and interest in and to said Driveway Easement.

Subject to the following:

- I. 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.
- II. 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.
- III. 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.

Together with 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 20' Right of Way designated as "A" on the Easement Plan has not been established and there are no rights reserved to the Grantors herein.

Being all and the same premises conveyed to the Grantor herein by deed of Amy Beth Zuckerman which deed is dated September 19, 2017 and recorded September 25, 2017 with said Registry in Book 6058, Page 234.

Real estate taxes the Fiscal Year 2018 assessed by the Town of Lenox for the current tax period have been apportioned between the parties hereto and the grantees hereby assume and agree to pay the same.

EXECUTED as a sealed instrument this this 30th day of March, 2018.

SEBASTIAN'S LEGACY, LLC

By: 
AMY BETH ZUCKERMAN,
Duly Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

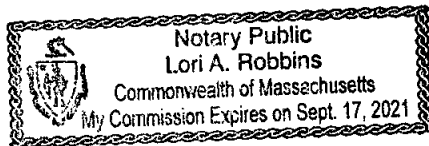
On this 30th day of March, 2018, before me, the undersigned notary public, personally appeared **AMY BETH ZUCKERMAN**, proved to me through satisfactory evidence of identification which was:

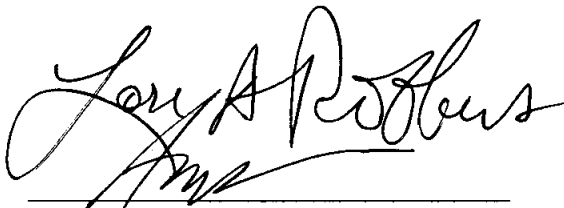
driver's license or other state or federal government document bearing a photographic image;

oath or affirmation of a credible witness known to me who knows the above signatory; or

my own personal knowledge of the identity of the signatory,

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, as Duly Authorized Signatory of **SEBASTIAN'S LEGACY, LLC**.





LORI A. ROBBINS, Notary Public
My Commission Expires: 09.17.21