

M.R. BOOK 17372
PAGE 99

GRANT OF RESTRICTIVE COVENANT

This Grant of Restrictive Covenant is by and between Elliot E. Cornell and Barbara A. Cornell, husband and wife, tenants by the entirety, of Highland Road, Lakeville, Massachusetts ("Grantors"), their successors and assigns and those claiming through or under them and the Town of Lakeville, a municipal corporation acting by and through its Board of Selectmen ("Town"), its successors and assigns and those claiming through or under it with an office and place of business at 346 Bedford Street, Lakeville, Massachusetts.

WHEREAS, Highland Road is a public way within the Town of Lakeville; and

WHEREAS, Grantors are the record owners of property located off Highland Road in Lakeville, Massachusetts. For Grantors' title see deed recorded with the Plymouth County Registry of Deeds in Book 17372, Page 99 (the "Property"); and

WHEREAS, Grantors desire to access their Property from Highland Road; and

WHEREAS, the Town is concerned about the safety of the proposed access; and

WHEREAS, it is agreed that public safety will be enhanced by limiting access to the Property off Highland Road.

NOW, THEREFORE,

1. The Grantors and the Town agree and covenant for themselves, their successors and assigns and those claiming through or under them, for consideration the sufficiency of which is hereby acknowledged, as follows:

- a. The Grantors agree and covenant that no more than one single family dwelling shall be constructed on the Property.
- b. The Grantors and the Town agree and covenant that access to the single family dwelling on the Property will be through a curb cut on Highland Road which shall be in the location shown on the plan entitled "Driveway Profile Plan, Highland Road and Rte. 140, Lakeville, MA", dated 9/13/99, prepared by Mount Hope Engineering, Inc., recorded herewith.
- c. The Grantors agree and covenant that the sole access to the Property for any commercial use, including use as cranberry bogs, shall be the easement described in Schedule A of the deed to the Property recorded with the Plymouth County Registry of Deeds in Book 17372, Page 99, unless other access is approved by vote of the Board of Selectmen.

PROPERTY ADDRESS:

maul
Return to:
Deborah A. Eliason, Esq.
Kopelman and Paige, P.C.
31 St. James Avenue
Boston, MA 02116

d. The Grantors hereby release the Town from any responsibility for Grantors' personal injury, losses or damages related to the Highland Road access, and Grantors agree and covenant for themselves, their successors and assigns and those claiming through or under them that they will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town arising out of the construction or use of the Highland Road access.

e. The Grantors are the record owners in fee simple of the Property and that there are no mortgages of record or otherwise on any of the Property, except such as are described below and subordinated to this restrictive covenant, and the present holders of said mortgages have assented to this restrictive covenant prior to its execution by the Grantors.

Holders of Mortgage: Widow's Corner Realty Trust,
Donald G. Bissonnette, Trustee

2. The covenants contained herein shall run with the land in perpetuity and shall be enforceable by the Town of Lakeville, acting by and through its Board of Selectmen, and by the Grantors or their successors and assigns or those claiming through or under them. The Town shall have the option to enforce said restrictive covenant, but does not have the obligation to do so. By its acceptance of this restrictive covenant, the Town does not undertake any liability or obligation relating to the condition or occupancy of the Property, nor does the Town's acceptance of said restrictive covenant operate as a waiver of the requirements of any state or local law applicable to Grantors' use of the Property, including without limitation, subdivision control, wetlands protection or zoning law as any or all may be applicable to the Property or its use.

3. The covenants contained herein shall be contained in or referenced in any deed of conveyance of the Property or any other instruments conveying an interest in all or any portion of the Property.

4. The rights hereby granted include the right to enforce the restrictive covenant contained herein by appropriate legal proceeding and to obtain injunctive and other equitable relief against any violation (it being agreed that the Town and/or the Grantors may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town and/or the Grantors.

5. Any forbearance with respect to any violation of the covenants contained herein, or failure to enforce said covenants, for however long such forbearance or failure to enforce shall continue, shall not preclude enforcement at a later time with respect to the same violation or a subsequent violation. Any

election by the Town and/or the Grantors as to the manner and timing of its right to enforce these covenants or otherwise exercise the rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. The Grantors, the Town, and their successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said restrictive covenant as a defense. If any provision of said restrictive covenant shall nevertheless to any extent be held invalid, the remainder shall not be affected.

7. The covenants contained herein shall be governed by the laws of the Commonwealth of Massachusetts. The parties hereby consent to exclusive jurisdiction of the Courts of the Commonwealth of Massachusetts sitting in the geographic area known as Plymouth County.


8. This covenant shall become effective and shall forthwith be recorded in the Plymouth County Registry of Deeds by the Town of Lakeville upon execution by both parties and upon the Grantors or their successors and assigns or those claiming through or under them obtaining all necessary permits from municipal, state and federal authorities to construct on the Property a single family dwelling, a septic system for the single family dwelling and a driveway from the single family dwelling accessing onto Highland Road, and all appeal periods from the granting of said permits having concluded with no appeal being taken; or, in the event of an appeal in any instance, upon the final disposition of any such appeal in favor of the Grantors or their successors and assigns or those claiming through or under them.

EXECUTED as a sealed instrument as of the 29th day of February, 2000.


Town: TOWN OF LAKEVILLE
BOARD OF SELECTMEN

Grantors:

Clawver Hurd →

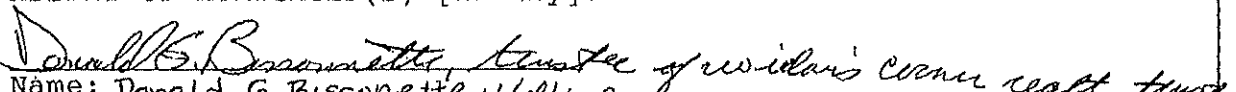


Gerald R. White



Barbara O. Cornell

ASSENT OF MORTGAGEE(S) [if any]:


Name: Donald G Bissonette u/d/t DATED MARCH 12, 1997 BK 15155
Title: Trustee of Widow's Corner Realty Trust PG 141

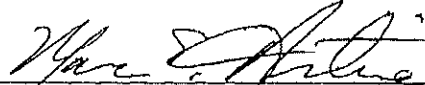
Name:
Title:
munlaw#3\cornell.cov

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

Date: February 29, 2000

Then personally appeared the above named Elliot E. Cornell and Barbara A. Cornell and acknowledged the foregoing instrument to be their free act and deed, before me,




Marc E. Antine - Notary Public
My commission expires: 01/26/01

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

Date: February 23, 2000

Then personally appeared the above named Donald G. Bissonnette, Trustee of Widow's Corner Realty Trust and acknowledged the foregoing instrument to be his free act and deed, before me,

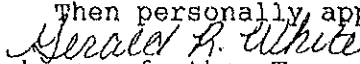



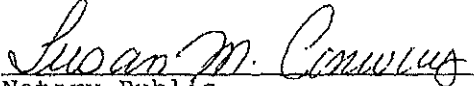
Marc E. Antine - Notary Public
My commission expires: 01/26/01

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

Date: ~~February~~ March 2, 2000

Then personally appeared the above named  and , the Members of the Town of Lakeville Board of Selectmen, and acknowledged the foregoing instrument to be their free act and deed, before me,



Susan M. Conway
Notary Public
My commission expires: April 15, 2005