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AUG 02 2022



Bk: 42564 Pg: 293
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Zoning Board of Appeals

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Hornung & Scimone, P.C.
5 Commonwealth Road, Ste 4B
Natick, MA 01760

2022 AUG -2 PM 12:00
RECEIVED TOWN CLERK
GRAFTON, MA

Grant of Driveway Easement and Shared Driveway Agreement

This grant is made this 22 day of January, 2008, by and between Jason Atchue and Christine Atchue, now of 145 Main Street, Grafton, Worcester County, Massachusetts, (hereinafter the "Grantor" which expression shall include the agents, assigns and successors in interest of said Grantor) deed recorded in Book 42564, Page 290, being the owners of Lot 1, known as 145 Main Street, Grafton, Worcester County, Massachusetts, as shown on a plan entitled "Plan of Land in Grafton, Mass Owned by Mark E. and Michael St. Andre ," dated March 6, 1996, LaVallec Brothers, inc., and recorded with the Worcester County Registry of Deeds, Plan Book 704, Page 59 and Lorraine B. Marchand, Howard M. Marchand and Joseph M. Laferriere, now of 147 Main Street, Grafton, Worcester County, Massachusetts, (hereinafter the "Grantee" which expression shall include the agents, assigns and successors in interest of said Grantee) being the owners of 147 Main Street, Grafton, Worcester County, Massachusetts, by deed from Joseph M. Laferriere and Bernice Laferriere dated April 20, 1991 recorded Book 13459, Page 19 and deed from Joseph Laferriere dated May 28, 2002, recorded in Book 26677, Page 60 (See also death certificate for Bernice Laferriere recorded in Book 26677, Page 59) which lot is more completely described on Exhibit A attached hereto.

Whereas 145 Main Street, Grafton, MA and 147 Main Street, Grafton, MA are adjacent to each other and for the purpose of providing and maintaining a joint driveway easement:

Now therefore, the Grantor and Grantee do hereby grant and impose to each other, and upon all successors in interest to 145 Main Street, Grafton, MA, and 147 Main Street, Grafton, MA, and each of their heirs, executors, administrators, agents or assigns, where the context so requires or admits, and to their tenants, servants, visitors and licenses, in common with all others having a like right, at all times hereafter, with or without automobiles or other vehicles, or on foot, for the purpose of ingress and egress to and from 145 and 147 Main Street, Grafton, MA; and for all other purposes consistent to the use of said 145 and 147 Main Street, Grafton, MA to pass and re-pass along and over a five foot wide strip of land on the adjoining premises for the purpose of maintaining a 10 foot strip and joint driveway. (As shown on the Plot Plan attached hereto as Exhibit B).

Insofar as the same may be applicable, said Easement shall also include any underground water, sewer, telephone, cable television and electric transmission.

It shall be specifically understood and agreed that all successors in interest, as defined above, to 145 Main Street and 147 Main Street, Grafton, MA shall assume joint and several responsibility and agree to pay one-half (1/2) of the cost of maintaining that portion of the Driveway Easement which shall be used for vehicular and foot passage, including but not limited to, paving,

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repaving, snow removal, the removal and disposal of fallen limbs and trees, clearing and removing of all brush and foliage which might obstruct the sight of vehicles using the common driveway and other such maintenance as is common to such surface easements.

It shall be further understood and agreed by the successors in interest hereto, as defined above, that the cost of all installations and maintenance for subsurface utilities shall be borne by the party benefiting therefrom, including resurfacing of the driveway after such installation or maintenance work.

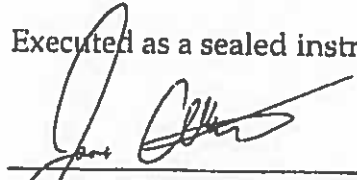
One hundred (100%) of land the Lot owners' votes shall constitute sufficient agreement to require action of maintenance or repair.

If any owner shall fail or refuse at any time to make payments as required hereunder, and such failure or refusal shall continue for thirty (30) days following written notice and demand by any other owner or party entitled, then such other owner or party or his heirs, successors and assigns shall have the right forthwith to recover any sum due by suit at law or in equity against such other owner, his heirs, successors or assigns in any court of the Commonwealth of competent jurisdiction, and may prosecute to final judgment and collect and enforce the same as in any other action, and such right of action shall exist on every successive default in such payments. Any owner or party bringing successful suit hereunder for the enforcement of this covenant shall be entitled to reasonable attorney fees and costs and interest on the amount due at fifteen (15%) percent per annum from the original date.

No building or other structures of any kind shall be constructed upon or within said driveway without the prior written consent of the owner of the other lot.

This grant of easement shall be recorded with the Worcester County Registry of Deeds and shall run with the land herein affected.

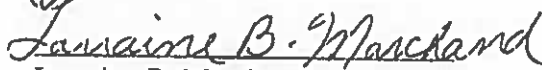
Executed as a sealed instrument this January 22, 2008.



Jason Atchue




Christine Atchue



Lorraine B. Marchand



Howard M. Marchand

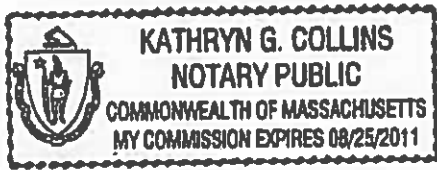


Joseph M. Laferriere

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On January 22, 2008, before me, the undersigned notary public, personally appeared Jason Atchue and Christine Atchue, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the persons whose names are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]

, Notary Public
My commission expires:

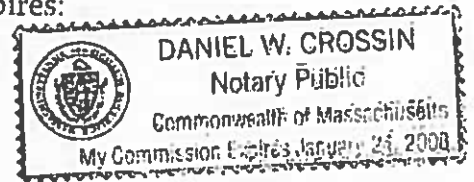
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On January 22, 2008, before me, the undersigned notary public, personally appeared Lorraine B. Marchand and Howard M. Marchand, proved to me through satisfactory evidence of identification, which were Driver's License, to be the persons whose name are signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]

, Notary Public
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On January 22, 2008, before me, the undersigned notary public, personally appeared Joseph M. Laferriere, proved to me through satisfactory evidence of identification, which was a Social Security Card, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]

, Notary Public
My commission expires:

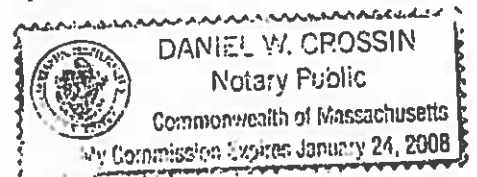


Exhibit A

The land together with the buildings thereon located in Saundersville, in the Town of Grafton, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the granted premises at a pipe driven in the ground at the southerly side of the County Highway, (1924 layout) from Worcester to Uxbridge which point is easterly, one hundred fifty-six and twenty-five hundredths (156.25) feet from the intersection of the easterly side of the road leading to Leland Hill;

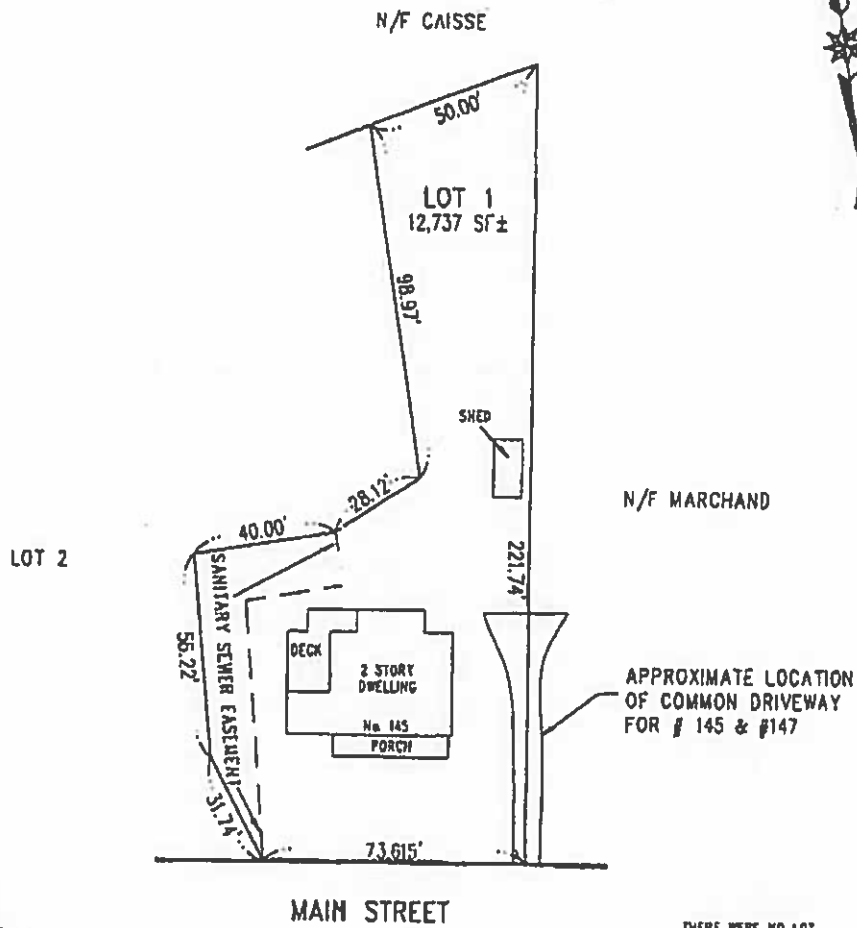
THENCE along the southerly side of said County Highway, seventy-four and twenty-five hundredths (74.25) feet to a pipe driven in the ground;

THENCE South 24 degrees West, two hundred thirty and seventy-five hundredths (230.75) feet to a pipe driven in the ground;

THENCE South 74 degrees West, one hundred and five tenths (100.5) feet to a pipe driven in the ground;

THENCE North 24 degrees East, three hundred and five tenths (300.5) feet to the point of beginning.

EXHIBIT B



John S. Lauretani

THERE WERE NO LOT CORNERS FOUND. RECOMMENDATION IS TO PERFORM AN INSTRUMENT SURVEY TO VERIFY LOCATION AS SHOWN.

**MORTGAGE LENDER
USE ONLY**

plotplans.com

DES LAURIERS & ASSOCIATES, INC.
AMERICAN SURVEYING COMPANY OF BOSTON
101 CONSTITUTION BLVD. SUITE D
FRAMINGHAM, MA 01902
(508)297-8000 FAX (508)298-4011



MORTGAGE INSPECTION PLAN

ADDRESS: 145 MAIN STREET, GRAFTON, MA
LENDER: SOVEREIGN BANK
ATTORNEY: HORNUNG & SCIMONE, P.C. NO7-8648
OWNER: JASON & CHRISTINE ATCHUE
APPLICANT: JASON & CHRISTINE ATCHUE
DATE: 12/7/2007 SCALE: 1"=40' COUNTY: WORCESTER

THERE ARE NO DEEDED EASEMENTS IN THE ABOVE REFERENCED DEED OR ENCROACHMENTS WITH RESPECT TO EXCEPT AS STATED ON THE DEED OF RECORD SHOWN.

THE LOCATION OF THE DWELLING AS SHOWN HEREON EITHER WAS IN COMPLIANCE WITH THE LOCAL ZONING BY-LAWS IN EFFECT WHEN CONSTRUCTED (WITH RESPECT TO STRUCTURAL SETBACK REQUIREMENTS ONLY), OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L.



FLOOD HAZARD INFO.:
ZONE: X DATED: 9/30/1992
COMMUNITY PANEL: 280306 0005D

THE LOCATION OF THE DWELLING SHOWN DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE, EXCEPT AS MAY BE INDICATED.

UNREGISTERED LAND
DEED BOOK: 42875 PAGE: 30
PLAN BOOK: 704 PAGE: 59 LOT(S): 1
PLAN NUMBER: _____ OF _____

REGISTERED LAND CERTIFICATE OF TITLE:
REGISTRATION BOOK: _____ PAGE: _____
PLAN NUMBER: _____ LOT(S): _____

ASSESSORS MAP:
BLOCK: _____ LOT: _____


GENERAL NOTES: (1) THE DECLARATIONS MADE ABOVE ARE ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF AS THE RESULT OF A MORTGAGE INSPECTION TAPE SURVEY, NOT THE RESULT OF AN INSTRUMENT SURVEY MADE TO THE NORMAL STANDARD OF CARE OF REGISTERED LAND SURVEYORS PRACTICING IN MASSACHUSETTS. (2) DECLARATIONS ARE MADE TO THE ABOVE NAMED CLIENT ONLY AS OF THIS DATE. (3) THIS PLAN WAS NOT MADE FOR RECORDING PURPOSES, FOR USE IN PREPARING DEED DESCRIPTIONS OR FOR CONSTRUCTION. (4) VERIFICATIONS OF PROPERTY LINE DIMENSIONS, BUILDING OFFSETS, FENCES, OR LOT CONFIGURATION MAY BE ACCOMPLISHED BY AN ACCURATE INSTRUMENT SURVEY. (5) NO RESPONSIBILITY IS ASSUMED HEREIN TO THE LAND OWNER OR OCCUPANT.

REFERENCES:
 MBL: 110/113.0-0000-0091.0
 W.D.R.D. Deed Book 52269 Page 277
 W.D.R.D. Deed Book 52827 Page 112
 W.D.R.D. Deed Book 54882 Page 384
 W.D.R.D. Plan Book 704 Plan 59
 W.D.R.D. Plan Book 298 Plan 66
 W.D.R.D. Plan Book 285 Plan 6
 W.D.R.D. Plan Book 188 Plan 94
ZONE: Neighborhood Business (NB)

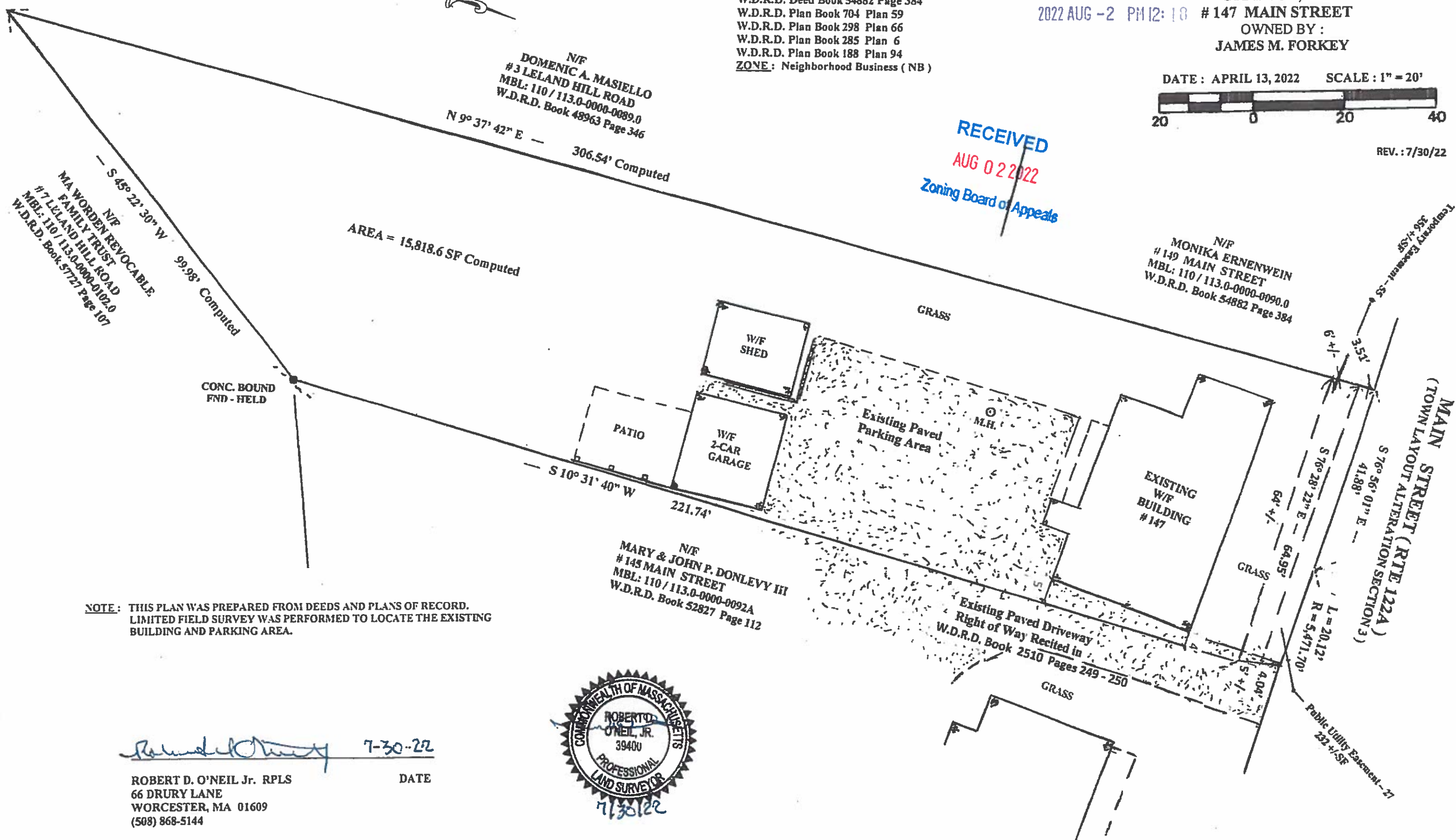
RECEIVED TOWN CLERK
 GRAFTON, MA

2022 AUG -2 PM 12:18 # 147 MAIN STREET
 OWNED BY:
 JAMES M. FORKEY

**PLAN OF LAND
 IN
 GRAFTON, MA
 # 147 MAIN STREET
 OWNED BY:
 JAMES M. FORKEY**

DATE: APRIL 13, 2022 SCALE: 1" = 20'


REV.: 7/30/22



RECEIVED
 AUG 02 2022
 Zoning Board of Appeals

N/F DOMENIC A. MASIELLO
 # 3 LELAND HILL ROAD
 MBL: 110 / 113.0-0000-0089.0
 W.D.R.D. Book 49963 Page 346
 N 9° 37' 42" E — 306.54' Computed


N/F MA WORDEN REVOCABLE
 FAMILY TRUST
 # 7 LELAND HILL ROAD
 MBL: 110 / 113.0-0000-0102.0
 W.D.R.D. Book 57727 Page 107
 S 45° 22' 30" W — 99.98' Computed

AREA = 15,818.6 SF Computed

N/F MONIKA ERNENWEIN
 # 149 MAIN STREET
 MBL: 110 / 113.0-0000-0090.0
 W.D.R.D. Book 54882 Page 384

N/F MARY & JOHN P. DONLEVY III
 # 145 MAIN STREET
 MBL: 110 / 113.0-0000-0092A
 W.D.R.D. Book 52827 Page 112
 S 10° 31' 40" W — 221.74'

NOTE: THIS PLAN WAS PREPARED FROM DEEDS AND PLANS OF RECORD.
 LIMITED FIELD SURVEY WAS PERFORMED TO LOCATE THE EXISTING
 BUILDING AND PARKING AREA.

 7-30-22
 ROBERT D. O'NEIL Jr. RPLS
 66 DRURY LANE
 WORCESTER, MA 01609
 (508) 868-5144

