



Bk: 1450 Pg: 664 Doc: DEED
Page: 1 of 7 10/18/2017 02:29 PM

MARTIN'S VINEYARD LAND BANK FEE
X PAID \$ 44,100.00
EXEMPT \$ 57934 10/18/17 WHT
NO. DATE CERTIFICATION

148 and 150 Katama Road
Edgartown, MA 02539

PROPERTY ADDRESS:

QUITCLAIM DEED

SHARON M. WILLOUGHBY, TRUSTEE of the SMOW TRUST, u/d/t dated May 10, 2007, as evidenced by a Trust Certificate Pursuant to M.G.L. CH. 184, Sec. 35 dated May 10, 2007, and recorded in the Dukes County Registry of Deeds in Book 1125, Page 732, as further evidenced by a Trustee's Certificate Pursuant to M.G.L. c. 184, § 35 dated October 26, 2010, and recorded in the Dukes County Registry of Deeds in Book 1225, Page 955, as further evidenced by a Trustee's Certificate Pursuant to M.G.L. c. 184, § 35 dated May 24, 2013, and recorded in the Dukes County Registry of Deeds in Book 1318, Page 802, and as further evidenced by a Trustee's Certificate Pursuant to M.G.L. c. 184, § 35 dated April 21, 2017, and recorded in the Dukes County Registry of Deeds in Book 1436, Page 872 (the "Trust") and having a mailing address of P.O. Box 125, Edgartown, MA 02539-0125,

in consideration of

**TWO MILLION TWO HUNDRED THOUSAND
(\$2,200,000.00) DOLLARS,**

hereby grant to

JAMES J. BRENNAN and LORI J. BRENNAN*
husband and wife, as tenants by the entirety, having a
mailing address of 79 Madaline Lane, Vineyard Haven,
MA 02568,
*Managers of Katama Properties, LLC

with *quitclaim covenants*:

PARCEL ONE: 148 Katama Road

A certain parcel of land with the improvements thereon situated in Edgartown, County of Dukes County, Commonwealth of Massachusetts, as shown on a plan entitled "Plan of Land in Edgartown, Mass. Surveyed for Herman W. Vincent November 6, 1974 scale 1" = 40' Dean R. Swift Reg.'d. Land Surveyor Vineyard Haven,

MASSACHUSETTS EXCISE TAX
Dukes County ROD #8 001
Date: 10/18/2017 02:29 PM
Ctrl# 042605 15305 Doc# 00006480
Fee: \$10,032.00 Cons: \$2,200,000.00

Mass.” recorded in the Dukes County Registry of Deeds in Book 329, Page 222 bounded and described as follows:

NORTHEASTERLY	by	Katama Road 74.74 feet;
SOUTHEASTERLY	by	land now or formerly of the Grantor and Anthony LaBell 229.60 feet;
SOUTHWESTERLY	by	land now or formerly of Herman W. Vincent 100.28 feet; and
NORTHWESTERLY	by	land now or formerly of Stuart S. Brown et ux 222.84 feet.

Containing according to said plan 19,060 square feet of land, more or less.

Also see plan entitled “Plan of Land in Edgartown, Mass. Prepared for Sharon W. (sic) Willoughby Scale: 1” = 30’ February 13, 2017 Schofield, Barbini & Hoehn Inc. Land Surveying & Civil Engineering 12 Surveyor’s Lane, Box 339 Vineyard Haven, Mass. 02568 508-693-2781 www.sbhinc.net MV 8536” recorded in the Dukes County Registry of Deeds in Plan Book 18, Page 57.

Subject to any and all existing restrictions and encumbrances still in force and effect.

The Grantor hereby reserves a perpetual right and easement appurtenant to property of the Grantor more particularly described in a deed from Sharon M. Willoughby, to Grantor dated May 24, 2013, and recorded in the Dukes County Registry of Deeds in Book 1318, Page 805 (the “Benefited Property”) for the purpose of locating, laying, constructing, maintaining, repairing, replacing, reconstructing, operating and using one or more overhead or underground lines, conduits, mains and appurtenances for the transmission of electricity, telephone, cable or other forms of intelligence (the “Utility Service”), together with all devices and associated apparatus, equipment and fixtures that facilitate the transmission of electric, telephone, cable or other forms of intelligence for the benefit of the Benefited Property (collectively, the “Grantor’s Utility Apparatus”) together with a right of ingress and egress for the Grantor and her agents, employees, licensees, contractors and representatives for access to conduct any of such activities over and across those portions of Parcel One as are shown as “Easement Area No. 1” on a plan entitled “Easement Plan Edgartown, Mass. Prepared for SMOW Trust Scale: 1” = 50’ October 16, 2017

Schofield, Barbini & Hoehn Inc. Land Surveying & Civil Engineering
 12 Surveyor's Lane, Box 339 Vineyard Haven, Mass. 508-693-2781
www.sbhinc.net MV 8536" attached hereto as Exhibit "A" and
 incorporated herein by reference (the "Sketch Plan") where the said
 Grantor's Utility Apparatus are currently located, where future versions
 of Grantor's Utility Apparatus may be located, and over such other
 portions of the said Parcel One as shall be reasonably necessary to
 accomplish the purposes of this reserved easement, subject to the
 following terms and conditions:

1. In the event that in the course of the exercise of such rights, the surface of the ground is disturbed, it shall thereafter be promptly restored as near to its original and natural condition as possible after the exercise of any of the easement rights hereby reserved.
2. The Grantor hereby agrees to indemnify and save Grantee harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability or damages, including reasonable attorneys' fees and disbursements, caused by, related to or in any way arising out of the exercise by Grantor or Grantor's invitees, agents, employees, licensees, contractors and representatives of the easement rights hereby reserved.
3. Grantee shall have the right to relocate the easement hereby reserved if such relocation is reasonably necessary and convenient to accommodate any other improvements that Grantee may wish to make to the said Parcel One, provided that (a) the relocated easement provides reasonably equivalent and continuous Utility Service; (b) the full cost of such relocation shall be borne by the Grantee; and (c) there shall be no material interruption of the means of Utility Service being relocated. Upon such relocation, the easement existing for the prior location shall terminate and a new easement (on the same terms and conditions set forth herein) shall automatically be created for the new location of such easement.
4. Grantor shall use Grantor's best efforts to notify the Grantee at least twenty-one (21) days in advance of the exercise of any of the construction, installation, maintenance or repair rights reserved herein.

Subject to any and all existing restrictions and encumbrances still in force and effect.

For title to Parcel One see deed from Sharon M. Willoughby to Sharon M. Willoughby, Trustee of the SMOW Trust dated May 10, 2007, and recorded in the Dukes County Registry of Deeds in Book 1125, Page 737.

PARCEL TWO: 150 Katama Road

The land with the buildings thereon, in Edgartown, Dukes County, Massachusetts, bounded and described as follows:

EASTERLY	by	Katama Road, one hundred (100) feet;
SOUTHERLY	by	land now or formerly of Grantor, one hundred thirty (130) feet, more or less;
WESTERLY	by	land now or formerly of the Grantor, ninety-six (96) feet; and
NORTHERLY	by	land now or formerly of Vincent, one hundred forty-one and 72/100 (141.72) feet.

The above-described Parcel Two is conveyed together with the benefit of a non-exclusive perpetual right and easement over and across that portion of property of the Grantor more particularly described in a deed from Sharon M. Willoughby to Grantor dated May 24, 2013, and recorded in the Dukes County Registry of deeds in Book 1318, Page 805 shown as "Easement Area No. 2" on the Sketch Plan for the purposes of ingress and egress from Katama Road to the said Parcel Two, subject, however, to a requirement that Grantee, and Grantee's successors and assigns shall be responsible for one-third (1/3) of the costs of any and all maintenance of such portion of any access driveway located therein including , but not limited to, the costs of snow removal.

The above-described Parcel Two is subject to the rights and easements set forth in a deed from Josephine B. LaBell to George A. Willoughby and Sharon M. Willoughby dated October 16, 1967, and recorded in the Dukes County Registry of Deeds in Book 268, Page 491. To the extent that the provisions of the first paragraph following the legal description in said deed which reads "There is appurtenant to the above described premises an easement for egress and ingress over a strip of land approximately twenty (20) feet in width extending the depth of the land hereby conveyed and on the southerly side thereof, said easement to be

in common with the grantor and others to whom she may hereafter convey. The cost of maintenance of said easement is to be in proportion to the number of users.” are inconsistent with the provisions of this deed, the provisions of this deed shall control. The Grantor hereby releases to the Grantee any right to maintain existing water pipes and old electric and telephone service emanating from the above-described Parcel Two to other property of the Grantor to the west of the above-described Parcel Two.

Subject to any and all existing restrictions and encumbrances still in force and effect.

For title to Parcel Two see deed from Sharon M. Willoughby to Sharon M. Willoughby, Trustee of the SMOW Trust dated May 10, 2007, and recorded in the Dukes County Registry of Deeds in Book 1125, Page 735.

[REMAINDER OF PAGE LEFT INTENTIONALLY
BLANK – SIGNATURE FOLLOWS]

By signing below, the Trustee of the Trust hereby certifies, under the pains and penalties of perjury, that the premises conveyed herein is not a principal residence of the said Trustee, of any of the beneficiaries of the Trust, or of any spouses, former spouses, partners or former partners in a civil union of such Trustee or beneficiaries, or of any other persons, and is therefore not homestead property pursuant to M.G.L. c. 188.

EXECUTED as a sealed instrument under the pains and penalties of perjury this 18th day of October, 2017.

Sharon M. Willoughby, Trustee
Sharon M. Willoughby, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this 18th day of October, 2017, before me, the undersigned notary public, personally appeared Sharon M. Willoughby, Trustee of SMOW Trust, as aforesaid, proved to me through satisfactory evidence of identification of the principal, which was personal knowledge to be the person whose name is signed on the {insert type of identification provided} preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, as Trustee as aforesaid.

James F. Reynolds
Notary Public

My commission expires: October 10, 2019

AFFIX :
NOTARIAL :
SEAL :

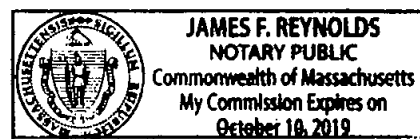
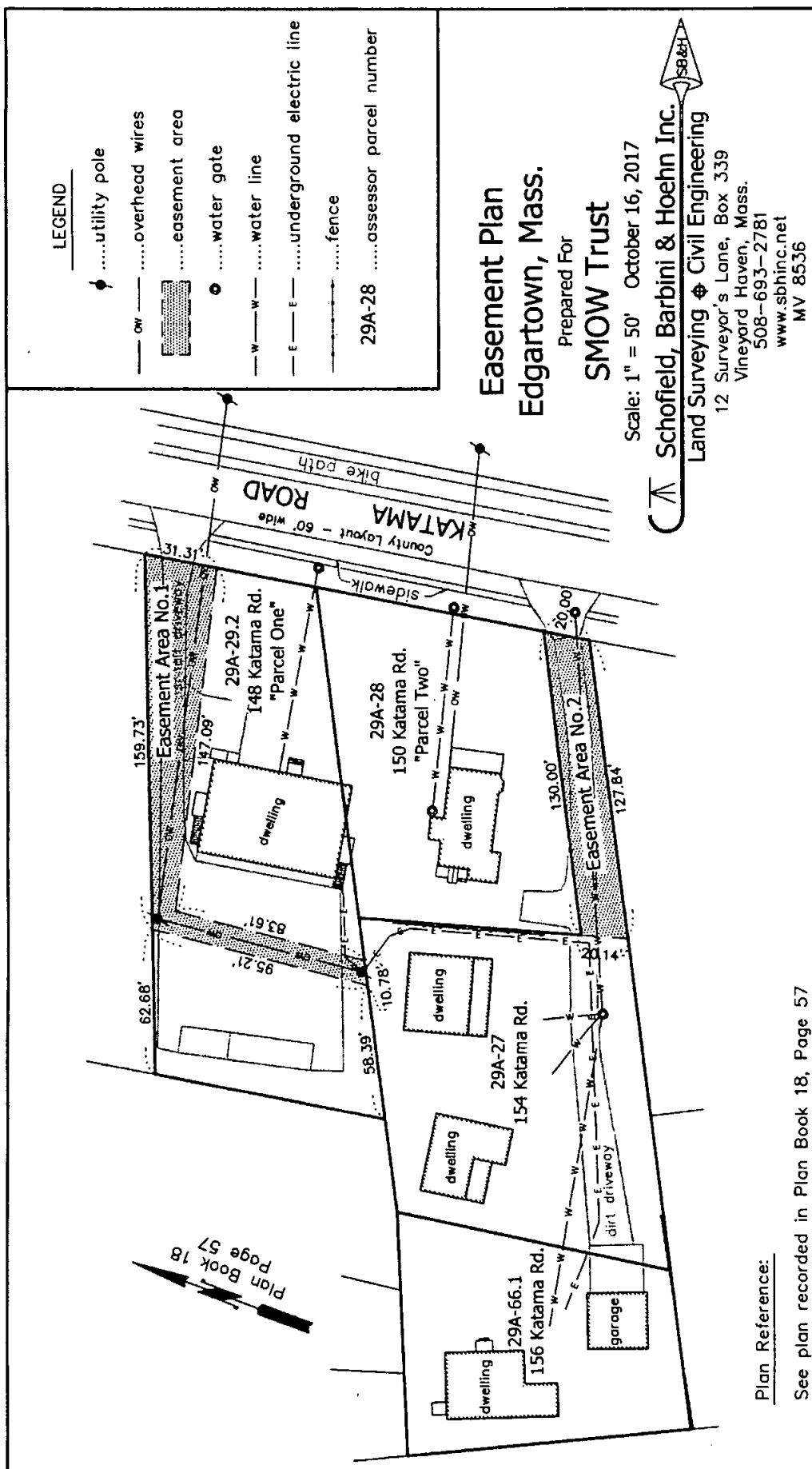


EXHIBIT "A"



ATTEST: Paulo C. DeOliveira, Register
Dukes County Registry of Deeds