

Due Diligence Contents

7 School Street, Merrimac, MA 01860

- Public Record
- * Rent Roll
- * Expense Summary
- * Lead Paint Pkt & Disclosure
- * Home Inspection Disclosure
- Expiring Easement / Lot Plan

Signoff Receipt: _____
Seller

Buyer

Seller

Buyer

*Astericked documents require buyer initials and/or signatures.

David Luoma

978.971.1225

David.Luoma@GibsonSIR.com

Gibson

Sotheby's
INTERNATIONAL REALTY

Assessment and Sales Report

Location & Ownership Information

Address: 7 School St Merrimac, MA 01860-1916
Map Ref: M: 0007 B: 0001 L: 00005
Owner 1: Eastman School St 2 Rt
Owner Address: 0 Po Box 313 Merrimac, MA 01860-1916

Zoning: VC
Owner 2: Richard A Eastman Tr

Property Information

Use: Mixed Use - Prim Comm & Resd
Levels: 2
Total Rooms: 9
Full Baths: 3
Year Built: 1890

Total Area: 5,459 SqFt
First Floor Area: 0 SqFt
Attic Area: 0 SqFt
Unfinished Basement: 0 SqFt

Attached Garage: 0
Heat Type: Forced Air
Roof Type: Flat
Air Conditioned: No
Foundation:

Style:
Lot Size: 0.15 Acres (6,373 SqFt)
Bedrooms: 3
Half Baths: 1
Basement Type:

Total Living Area: 5,459 SqFt
Addl.Floor Area: 0 SqFt
Finished Basement: 0 SqFt
Total Basement: 0 SqFt

Other Garage: 0
Fuel Type: Natural Gas
Exterior: Vinyl Siding
Fireplaces: 0
Condition: Fair

Assessment Information

Last Sale Date:
Last Sale Book:
Land Value: \$186,400
Misc. Improv.: \$0
Fiscal Year: 2025
Map Ref: M: 0007 B: 0001 L: 00005
Tax Rate (Comm): 13.25

Last Sale Price:
Last Sale Page:
Building Value: \$212,800
Total Value: \$399,200
Estimated Tax: \$5,289
Tax Rate (Res): 13.25
Tax Rate (Ind): 13.25

Rent Roll

COMMERCIAL TENANTS

Tenant Name	Lease	Monthly Rent	Utilities Included in Rent	Property Tax Included in Rent	Approximate Market Rents
7 - Utopia	Yes / No	\$450.00	Yes / No	Yes / No	\$600.00
9 - Rise Aerobics	Yes / No	\$650.00	Yes / No	Yes / No	\$950.00
13 - Karen's Hairdressing	Yes / No	\$695.00	Yes / No	Yes / No	\$900.00
	Yes / No	\$	Yes / No	Yes / No	\$
	Yes / No	\$	Yes / No	Yes / No	\$
Totals		\$1,795.00			\$2,450

RESIDENTIAL TENANTS

Tenant Name	Lease	Monthly Rent	Utilities Included in Rent	Property Tax Included in Rent	Approximate Market Rents
Tenant 1 - C.K	Yes / No	\$1,195.00	Yes / No	Yes / No	\$1,500.00
Tenant 2 - C.C	Yes / No	\$900.00	Yes / No	Yes / No	\$1,200.00
Tenant 3 - C.S	Yes / No	\$850.00	Yes / No	Yes / No	\$1,200.00
	Yes / No	\$	Yes / No	Yes / No	\$
	Yes / No	\$	Yes / No	Yes / No	\$
Grand Total		\$4,740.00			\$6,350.00
Annual		\$56,880.00			\$76,200.00

David Luoma

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David.Luoma@GibsonSIR.com

11 Market Square, Suites 9 & 11
 Newburyport, MA 01950

Each Office is Independently Owned and Operated.
 Information provided is from the seller and is accurate to the best of their knowledge. Due diligence on the part of the buyer is required.

Expense Sheet

EXPENSES	ACTUAL	FORECASTED
Real Estate Taxes		\$5,673
Other Taxes or Licenses		
Insurance		\$4,200
Unsubordinated Ground Rent		
Fuel		
Gas		
Electricity		
Water and Sewer	\$3,577	
Trash Removal		
Pest Control	\$1,175	
Maintenance and Repairs		
Interior and Exterior Decorating		
Cleaning Expenses and Supplies		
Management (Off Site)		
Residential Manager Salary		
Vacancy Rate 5%		
Water Heater Rental (x2)	\$1,043	
Replacement Reserves		
HVAC		
Appliances		
Roof		
Siding		
Annual Expenses & Replacement Reserves		\$15,668

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PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

(c) Purchaser or lessee purchaser has received copies of all documents checked above.

(d) Purchaser or lessee purchaser has received no documents.

(e) Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.

(f) Purchaser or lessee purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.

(h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 1/14/2026
Seller Date

Seller Date

Purchaser Date

Purchaser Date

David Luoma 01-14-2026
Agent Date

Agent Date

Address of Property 7 School Street, Merrimac, MA 01860



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617) 624-5757

Received Pk E

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either delead or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clPPP.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit delead. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove lead paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be deleaded, if a child under six still lives there, for the owner to remain free of strict liability.

Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it deleaded or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

Must a landlord arrange temporary housing for a tenant while a rental home is being delead?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being delead. During the time the home is being delead, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time

MASSACHUSETTS MANDATORY RESIDENTIAL HOME INSPECTION DISCLOSURE

Pursuant to Massachusetts regulation 760 CMR 74.00 *Residential Home Inspection Waivers*, this form must be signed by the buyer and seller prior to signing the first written contract to purchase a Residential Property in Massachusetts (unless one of the exceptions under 760 CMR 74.00 applies). Residential Property and Home Inspection shall be defined pursuant to 760 CMR 74.02.

Limitations on Home Inspection Waivers:

Every seller of Residential Property is notified that M.G.L. c. 143, § 101 and 760 CMR 74.00 prohibit a seller from accepting an agreement to purchase contingent upon waiver, limitation, or restriction of buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). A buyer of a Residential Property may choose to have the premises inspected by a licensed home inspector of the buyer's choice. If the buyer chooses to have a Home Inspection, the buyer shall have a reasonable period of time after the full execution of the first written contract, as agreed to by the seller and the buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the buyer.

Seller's Disclosure

Pursuant to 760 CMR 74.00, Seller warrants and represents that the agreement to purchase is not, and in no event shall be, contingent upon waiver, limitation, or restriction of Buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). Seller agrees and acknowledges that Buyer may choose to have the premises inspected by a licensed home inspector of the Buyer's choice. The Seller further agrees, warrants, and represents that, if the Buyer chooses to have a Home Inspection, the Buyer shall have a reasonable period of time after the full execution of the first written contract as agreed to by the Seller and the Buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the Buyer.

Buyer's Acknowledgment

Each buyer hereby acknowledges that they may choose to have the premises inspected by a licensed home inspector of the buyer's choice and acknowledges that this disclosure has been provided to the buyer herein.

Agent's Acknowledgment

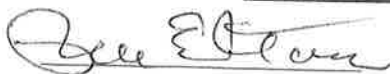
Seller's agent hereby acknowledges that each seller has been informed of the seller's obligations under 760 CMR 74.00 and further acknowledges that this disclosure has been provided to each seller and buyer herein.

Certification of Accuracy

The following parties have reviewed the information above and certify that the information they have provided is true and accurate.

Property Address:

7 School Street
Merrimac MA 01860



Signature of Seller

Merrimac-School-Street-Realty Richard Eastman

Print Name of Seller

1/14/2026
Date

Signature of Seller

Print Name of Seller

Date

Signature of Buyer

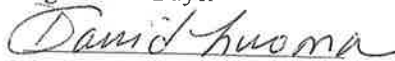
Print Name of Buyer

Date

Signature of Buyer

Print Name of Buyer

Date



Signature of Seller's Agent*

David Luoma

Print Name of Seller's Agent*

01/14/2026
Date

*Seller acknowledges that a Seller Agent was **not** involved in this transaction.

1/15/20
R
G
PC

591183 (62077+) Bk:514698
Southern Essex District Registry
3/19/2018 12:24 PM EMNT Pg: 1/7

GRANT OF ACCESS EASEMENT

SO.ESSEX #215 Bk:36590 Pg:596
03/19/2018 12:30 PM EMNT Pg 1/8

SCANGAS REALTY II LIMITED PARTNERSHIP, a Massachusetts limited partnership, duly filed with the office of the Secretary of State of the Commonwealth of Massachusetts on December 30, 1985, with an office at 330 Lynnway, Suite 105, Lynn, Massachusetts ("Grantor") for nominal consideration paid,

grant to **Richard A. Eastman**, Trustee of the **Eastman School Street Realty Trust** under a Declaration of Trust dated July 16, 2014, and filed in the Essex South District of Land Court as Document No. 554662, his successors and assigns, ("Grantee") with **QUITCLAIM COVENANTS**,

an access easement ("Access Easement") which shall be effective for a period of ten (10) years from the date hereof for the benefit of the Grantee appurtenant to the Grantee's property located at 7-17 School Street, Merrimac, Massachusetts as further described in deed to the Grantee dated July 16, 2014, and recorded in the Essex South District Registry of Deeds in Book 33474, Page 271, and filed with the Essex South District of the Land Court as Document No. 554663 (the "Grantee's Property") in the area ("Access Easement Area") on the property located at 2 West Main Street, Merrimac, Massachusetts ("Grantor's Property"), as shown on the sketch plan dated July 25, 2015 drawn by Reid Land Surveyors, 365 Chatham Street, Lynn, MA, Scale: 1"=30' attached hereto and incorporated herein by reference for the purpose of permitting the Grantee and the Grantee's business invitees and social guests, in common with the Grantor, to pass and repass, on foot and by motor vehicle, over the Access Easement Area for the purpose of accessing the Grantee's Property, as shown on said plan, and for all purposes for which driveways may be used in the Town of Merrimac, Massachusetts, provided that no temporary nor permanent parking of motor vehicles of any type shall be permitted in the Access Easement Area. The Grantor reserves, for the benefit of the Grantor, and the Grantor's successors and assigns and Grantor's business invitees and social guests, in common with the Grantee, the right to use the Access Easement Area on foot and by motor vehicle, and for all purposes for which driveways may be used in the Town of Merrimac, Massachusetts, provided that no temporary nor permanent parking of motor vehicles of any type shall be permitted in the Access Easement Area.

For grantor's title see Certificate of Title No. 62077, Lot 2 on Plan 14264-D PC 70344.

For grantee's title see Certificate of Title No. 87745, Lot C-2 on Plan 14264-B PC 8972.

[Signatures on next pages]

Executed as a sealed instrument this 15 day of May 2017.

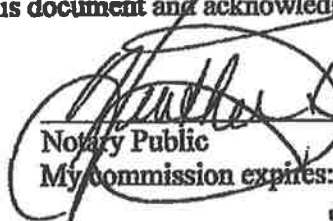
EASTMAN SCHOOL STREET REALTY TRUST

By: 
Richard A. Eastman, Trustee

COMMONWEALTH OF MASSACHUSETTS

Exec, ss

On May 15th 2017, before me, the undersigned notary public, personally appeared Richard A. Eastman, Trustee of the Eastman School Street Realty Trust as aforesaid, and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on this document and acknowledged that he signed it voluntarily for its stated purpose.


Notary Public
My commission expires:

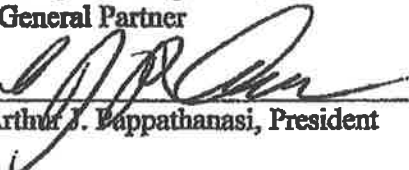


HEATHER STARR
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 1, 2024

Executed as a sealed instrument this 30th day of May 2017.

SCANGAS REALTY II
LIMITED PARTNERSHIP

By: Scangas Management, Inc.
General Partner

By: 
Arthur J. Pappathanasi, President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On May 30, 2017, before me, the undersigned notary public, personally appeared Arthur J. Pappathanasi, President of Scangas Management, Inc., and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on this document and acknowledged that he signed it voluntarily for its stated purpose.


Notary Public *Patricia A. Gallant*
My commission expires: 10/8/21



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

On 6-5-17 before me, FRANCESCO VITO RUSSO, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

CHRISTOPHER ANGELO SCANGAS

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT OF ACCESS EASEMENT Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHRISTOPHER A. SCANGAS

Signer's Name: _____

Corporate Officer — Title(s): TREASURER

Corporate Officer — Title(s): _____

Partner — Limited General

Partner — Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: SCANGAS MANAGEMENT, INC. Signer is Representing: _____

MERRIMAC, MASSACHUSETTS

ACCESS EASEMENT AREA SKETCH PREPARED FOR: SCANGAS REALTY II LIMITED PARTNERSHIP

REID LAND SURVEYORS
365 CHATHAM STREET
LYNN, MASSACHUSETTS
PHONE #781-592-2660

2 WEST MAIN ST.
PARCEL ID: 7-1-1



DATE: JULY 28, 2015
SCALE: 1"=30'



RWR Reid

UNDER RECONSTRUCTION
WEST MAIN STREET

SCHOOL ST.

PARCEL 4
L.C. LOTS A&B
& RECORDED LOT

N/F
HAVERHILL BANK

L.C. LOT C4

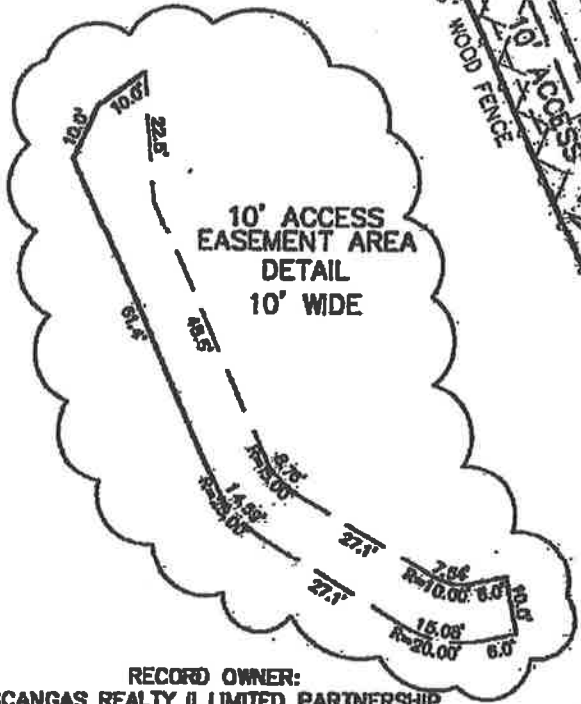
N/F
RICHARD EASTMAN
PT. L.C.
LOT C2

L.C. LOT 2

L.C. LOT 1

N/F
JEREMIAH STORY &
EMMANUELLA MARIA KOUROS

R15-027
LTS



RECORD OWNER:
SCANGAS REALTY II LIMITED PARTNERSHIP
TITLE REFERENCE:
LAND COURT CERTIFICATE No.: 62077
LAND COURT CASE #14264

Document: 591183

EMNT

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

RECEIVED FOR REGISTRATION

On: 3/19/2018, 12:24 PM

Noted on Cert: 62077 BOOK: 288
Noted on Cert: 87745 BOOK: 511

A large, handwritten scribble or signature in black ink, consisting of several overlapping loops and lines, positioned in the center of the page.