

Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

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Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

RE JAT

OPTION TO PURCHASE

OWNER:

Kamel B. Kamel, being the owner of the land known as 22 Park Hill Avenue, Millbury, Worcester County, Massachusetts, being further described in a deed from Wilmington Savings Fund Society, as Trustee of RMF BUYOUT ACQUISITION TRUST 2019-1, to the Grantor, which deed is dated September 4, 2019 and recorded with the Worcester District Registry of Deeds in Book 61091, Page 201.

EASEMENT PREMISES (the "Grant of Easement"):

A Grant of Easement over, under and upon the area shown as "PROPOSED EASEMENT 1,104 \pm S.F.", (the "Easement Area"), on the sketch plan attached hereto at 22 Park Hill Avenue, Millbury, Massachusetts, as more particularly described on Exhibit A attached hereto and made a part hereof.

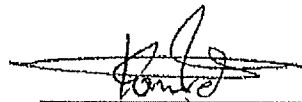
GRANT OF OPTION:

In consideration of the payment of One Thousand (\$2,000.00) Dollars, and other valuable consideration, paid by Eastland Partners, Inc. ("Eastland") to Owner, Owner hereby grants to Eastland, or its nominee, an Option to Purchase the Premises on the terms and conditions set forth herein (hereinafter referred to as the "Option to Purchase"):

1. For a period of twelve (12) months from the date hereof, Eastland, or its nominee, shall have the option to purchase the Grant of Easement for consideration of Fifteen (\$25,000.00) Thousand Dollars, (the "Option");
2. In order to exercise the Option, Eastland shall give Owner written notice on or before March 1, 2021. Such notice shall provide a Closing Date which shall be no later than April 1, 2021, and location for closing;
3. On the Closing Date, Owner shall deliver good, record and marketable title to the Grant of Easement in the form attached hereto as Exhibit A, free of any encumbrances that would affect Eastland's ability to utilize the Grant of Easement and Easement Area as set forth in the Grant of Easement, and free of structures or personal property of Owner;

- CK [Signature]
4. The deposit of \$2,000.00 paid as consideration for this Option shall be credited towards the purchase price. In the event that Eastland does not purchase the Grant of Easement, for any reason other than Owner's default or inability to convey good, record and marketable title, free of any encumbrances to the Owner, Owner may retain such deposit as liquidated damages and shall have no further remedy against Eastland. In the event that Owner is unable to convey good, record and marketable title to Eastland, or otherwise defaults under this Option, Eastland shall be entitled to return of the deposit, and in addition, Eastland reserves the right to pursue enforcement and damages and any and all other remedies to which it might be entitled, against Owner, including without limitation, specific performance;
 5. This is a binding agreement, enforceable in accordance with its terms under the laws of the Commonwealth of Massachusetts and both parties acknowledge that they have had the opportunity to review same with counsel of their choosing;
 6. This Option to Purchase shall be recorded with the Worcester District Registry of Deeds, but shall have no further force or effect on April 2, 2021.

Executed as a sealed instrument this 6 day of March, 2020



Kamel B. Kamel

Eastland Partners, Inc.

By: 

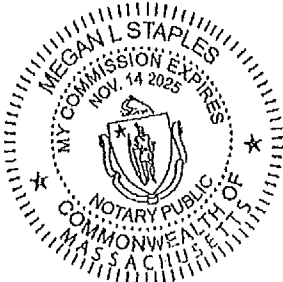
Logan R. Huffman, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

March 6, 2020

Then personally appeared before me, the undersigned notary public, Kamel B. Kamel, proved to me through satisfactory evidence of identification, which was MA Comm. Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as aforesaid.



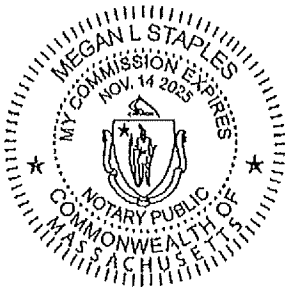
Megan Staples
Notary Public
My Commission Expires: 11.14.2025

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

March 6, 2020

Then personally appeared before me, the undersigned notary public, Logan R. Huffinan, President and Treasurer of Eastland Partners, Inc., proved to me through satisfactory evidence of identification, which was MA Drivers Lic., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as aforesaid, as President and Treasurer of Eastland Partners, Inc.



Logan Huffinan
Notary Public
My Commission Expires: 11.14.2025

