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# COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

This covenant made this 24<sup>th</sup> day of April, 1995.

## WITNESSETH:

WHEREAS, Franklin Lifecare Corporation, a Massachusetts corporation with a usual place of business at 146 Main Street, Maynard, Massachusetts, its successors and assigns ("Franklin") desires to memorialize the terms of its agreement with the Town of Maynard (the "Town"), a municipal corporation with its usual place of business at the Municipal Building, Main St., Maynard, Massachusetts, regarding the premises at 146 Main Street (the "Premises") in recordable form, to run with the land, and apply to all uses and purposes for which the Premises may be used.

NOW THEREFORE, Franklin, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and convey unto the Town a covenant ("Covenant") affecting the Premises as described in Attachment A hereto of the nature and character set forth hereinafter,

1. Limitation on the number of residential units.

- (a) No more than 800 residential units shall be located on the Premises. The "term residential units" shall mean "Health Care Dwelling Unit(s)" as defined in the zoning amendment adopted by the Town as Article 15 at a special Town meeting held on November 14, 1994 (the "Amendment"). The term "residential units" shall not include any beds located in a Nursing Home, Convalescent Home, Clinic, or other health care facility providing in-patient or out patient medical or dental services.
- (b) No more than 350 of the maximum 800 residential units shall be used for health care/elderly housing purposes, as defined in the Amendment. The limitation on the number of Health care/Elderly Housing residential units specified in this subparagraph 1 (b) shall not apply to residential units used for Medically-Assisted Housing, as defined in the Amendment.
- (c) Any present or future owner of the Premises agrees that each and every violation of subparagraphs 1(a) and 1(b) above shall be treated as a zoning violation under M.G.L. c. 40A, § 7, except that the Town may collect three times the daily penalty authorized from time to time by the Maynard Zoning Bylaws for each day a violation continues.
- (d) To further enforce this section, the Town may refuse or revoke any building permit or certificate of occupancy for any residential unit in excess of the 800 residential units permitted hereunder.

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## COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

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- (e) Any penalty hereunder shall be in addition to, and not exclusive of any other legal or equitable rights or remedies the Town may have for any violation of this Covenant. The then current owner of the Premises shall pay the Town all reasonable costs to enforce this Covenant, including but not limited to, reasonable attorney's fees.
2. The Town shall not provide for trash disposal, roadway maintenance or pavement striping, snow plowing, snow removal, salting or sanding operations or other comparable municipal services for all or any portion of the Premises, although the Town shall retain responsibility for all public ways abutting the Premises.
3. In the event that any portion or all of the Premises shall be owned directly or indirectly by an entity which is exempt from local real estate taxes, and all or any portion of the Premises is classified as tax exempt then,
- (a) the tax exempt entity shall make an annual payment in lieu of taxes ("PILOT") to the Town of Maynard for each fiscal year equal to the product of the assessed value of the exempt portion of the Premises times the applicable commercial tax rate;
  - (b) Each year a number will be calculated by the Town's Assessors for use as an incentive to development ("Allowance"). The Allowance shall be the lesser of:
    - (i) seven percent (7%) of the sum of total taxes assessed to the Premises and the PILOT for the Premises.
    - (ii) The PILOT.
  - (c) PILOT payments may be reduced by the Allowance, but in no case shall the PILOT be less than zero. The Allowance can never be applied against taxes.
  - (d) Should the Premises be subdivided, the Allowance shall remain with the parcel containing the clock used as the Town's Logogram or shall be specified in the deeds.. If the Allowance is to be split among two or more parcels, its division must be specified in the deeds. In no case can the sum of the divided Allowances be greater than the Allowance calculated in 3(b).
  - (e) PILOT payments will be paid at the same times and in the same fractions as the Town requires of taxes (i.e., in halves, semi-annually, or in quarters, quarterly). After having made any quarterly or semi-annual payments then due the Town, Franklin shall retain the right to contest only the accuracy of the assessed valuation of the Premises thereof under the procedures set out in Chapter 59 of the General Laws but shall have no right to contest that such payment must be made as required herein.



## COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

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- 4) Franklin hereby grants to the Town a permanent and irrevocable easement and right of entry to enter, repair and maintain the clock and clock tower (hereinafter, jointly, "Tower") located on the Premises subject, however, to the following provisions.
- (a) Before exercising this easement or right of entry, the Town will provide Franklin with reasonable written notice (except in emergencies) specifying the area of the Tower to be repaired or maintained; and
  - (b) The Town shall not exercise its right under this Section 4 unless Franklin has
    - (i) not commenced Tower repair or maintenance work within five business days of receipt of written notice from the Town to do so, or
    - (ii) provided to the Town with a copy of a contract or a purchase order within five (5) business days of written notice to expeditiously repair or maintain the Tower as specified in said notice; and
  - (c) Any employees, agents or contractors used by the Town to perform repair or maintenance work on the Tower shall be fully qualified to perform the work proposed, shall be covered by workmen's compensation insurance and comprehensive general liability insurance in an amount no less than one million dollars (\$1,000,000), shall perform the work specified in the repair notice in a sound and workman-like fashion during normal business hours (except in the case of an emergency), and shall complete such repair work in an expeditious manner.
  - (d) If Franklin has not commenced repairs or maintenance to the Tower or signed a contract or issued a purchase order for such work within five (5) business days after receiving a written repair notice from the Town, Franklin shall be liable to the Town for all costs of Tower repairs or maintenance incurred by the Town and shall pay upon demand of the Town, the full cost of all such Tower repairs and maintenance. Upon the failure of Franklin to pay all costs of repair and maintenance within five (5) business days of demand by the Town to do so, all such repair or maintenance costs shall be assessed hereunder as an additional payment in lieu of taxes and shall be paid by Franklin in the manner provided herein.

Failure by Franklin to repair the Tower within the periods prescribed herein may be, at the option of the Town, also treated as a zoning violation under M.G.L. chapter 40A section 7, and the Town may assess upon Franklin any and all daily penalties provided in Chapter 40A section 7, in addition to collecting any and all costs of repair and maintenance, as provided herein.

Any modification of the provisions of this Covenant may be made only by a recorded instrument executed by Franklin (or its successors or assigns), and by the Board of Selectmen of the Town, but only if such Board has first been duly authorized to do so by a two thirds (2/3) vote of a Maynard Special or Annual Town Meeting.

## COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

(cont.)

Franklin agrees that the terms and conditions of this Covenant shall run with the land and shall be binding upon Franklin and its successors and assigns, but only for so long as any such entity may own or may have a direct or indirect beneficial interest in all or any portion of the Premises, including, without limitation, a fee or leasehold interest or a beneficial interest under any form of trust, partnership, joint venture, or comparable entity.

This Covenant shall be enforceable in equity by the Town of Maynard.

In the event that any portion of the Premises is taken by eminent domain by any duly authorized taking authority, the Town hereby assigns and transfers to Franklin, or the successor or assign thereof holding a fee interest in the Premises at the time of the taking, all of the Town's right, title and interest to any award and/or recovery which might otherwise be due to the Town on account of this Covenant.

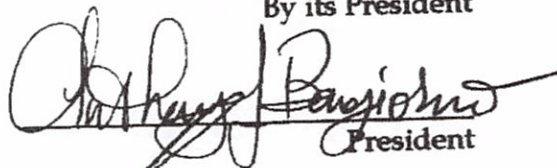
The provisions of this Covenant are severable and if any portion is adjudged to be invalid and/or unenforceable, the remaining provisions shall remain valid and effective.

This instrument is not a deed. It does not transfer a fee interest to the Town. No Massachusetts deed excise stamps are affixed hereto as none are required by M.G.L. c. 64D, §1 as amended.

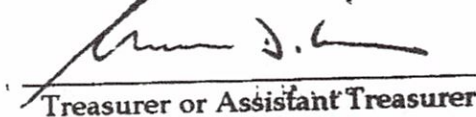
Witness the execution hereof under seal this 27<sup>th</sup> day of April, 1995.

## FRANKLIN LIFECARE CORPORATION

By its President



President



Treasurer or Assistant Treasurer



COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

(cont.)

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this 24<sup>th</sup> day of April, 1995, before me personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, did depose and say that he is the person who executed the foregoing instrument on behalf of Franklin Lifecare Corporation and acknowledged said instrument to be his free act and deed personally and the free act and deed of Franklin Lifecare Corporation

  
Notary Public

My Commission Expires: 1/19/2001

COVENANT OF TERMS, CONDITIONS AND RESTRICTIONS

(cont.)

ASSENT BY THE TOWN OF MAYNARD

We, the Board of Selectmen of the Town of Maynard, acting in reliance on the representations made herein by Franklin, and in anticipation of a rezoning of the Premises acted upon at the Maynard Special Town meeting held on May 16, 1995, hereby assent to the foregoing Covenant granted by Franklin Lifecare Corporation to the Town of Maynard with respect to the parcel described in Attachment A hereto, dated April 24<sup>th</sup>, 1995.

BOARD OF SELECTMEN

George S. Shaw  
Mr. George Shaw

Dick Downey  
Mr. Dick Downey

William King  
Mr. William King

Kenneth DeMars  
Mr. Kenneth DeMars

Frank Ignachuck  
Mr. Frank Ignachuck

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this 24 day of April, 1995, before me personally appeared the above-named:

Mr. George Shaw  
Mr. Kenneth DeMars  
Mr. Frank Ignachuck

Mr. Dick Downey  
Mr. William King

to me personally known, who being duly sworn, did depose and say that they are the selectmen who executed the foregoing instrument and acknowledged said instrument to be their free act and deed personally and as members of the Board of Selectmen of the Town of Maynard,

Jeanne Enriques  
Notary Public

My Commission Expires: 1/19/2001



**ATTACHMENT A  
PREMISES**

Comprising the land in Maynard, commonly known as 146 Main Street, described as follows:

Beginning at the westerly sideline of Walnut Street at its intersection with Main Street and running southeasterly 673.41' on a course south 47 degrees, 6 minutes, 47 seconds east, thence running still southeasterly 87.33' on a course south 40 degrees, 11 minutes, 1 second east to the intersection of the westerly sideline of Walnut Street and the northerly sideline of Thompson Street, thence turning and running southwesterly 392.72' along the northerly sideline of Thompson Street on a course south 55 degrees, 55 minutes, 34 seconds west, thence turning and running still southwesterly 93.36' along said sideline on a course south 50 degrees, 26 minutes, 43 seconds west, thence turning and running still by said sideline 188.81' on a course south 50 degrees, 39 minutes, 33 seconds west, thence turning and running still southwesterly along said sideline 182.59' on a course south 35 degrees, 1 minute, 24 seconds west, thence turning and running still southwesterly along said sideline 103' on a course south 31 degrees, one minute, 24 seconds west, thence turning and running by said sideline 126.90' on a course south 25 degrees, 55 minutes, 24 seconds west;

thence turning and running by said sideline 61.2' on a course south 19 degrees, 23 minutes, 24 seconds west, thence turning and running westerly 100' on a course north 89 degrees, 53 minutes, 8 seconds west, thence turning and running southwesterly 48' on a course south 19 degrees, 21 minutes, 1 second west, thence turning and running westerly 17' on a course 86 degrees, 49 minutes, 42 seconds east, thence turning and running southwesterly 95.80' on a course south 2 degrees, 29 minutes, 4 seconds west and 64' on a course south 2 degrees, 16 minutes, 36 seconds west, thence turning and running westerly 508.42' on a course north 90 degrees, 32 minutes, 39 seconds west, thence turning and running still westerly 110.88' on a course south 70 degrees, 10 minutes, 25 seconds west, thence turning and running still southwesterly 148.79' on a course south 69 degrees, 14 minutes, 11 seconds west to the sideline of Sudbury Street;

thence turning and running northwesterly by the easterly sideline of Sudbury Street 150.69' on a course north 15 degrees, 19 minutes, 2 seconds west, thence continuing by said sideline 449' on a course north 11 degrees, 2 minutes, 31 seconds west, thence turning and running easterly and then northerly by the high water line of the Mill Pond approximately 466' to a point on the easterly sideline of Front Street 308.13' southerly of the intersection of said sideline with the southerly sideline of Main Street, thence northwesterly by the easterly sideline of Front Street 255' on a course north 33 degrees, 18 minutes, 10 seconds west, thence still northwesterly 53.13' on a course north 33 degrees, 58 minutes, 32 seconds west to the southerly sideline of Main Street;

## ATTACHMENT A PREMISES

thence turning and running easterly along the southerly sideline of Main Street 220.19' on a course north 61 degrees, 16 minutes, 56 seconds east, thence turning and running still easterly along the southerly sideline of Main Street, 271.63' on a course north 76 degrees, 7 minutes, 56 seconds east, thence turning and running still easterly along said sideline 764.10' on a course north 71 degrees, 18 minutes, 26 seconds east, thence turning and running still easterly along said sideline 32.80' on a course north 68 degrees, 56 minutes, 26 seconds east, thence turning and running still easterly along said sideline 90.33' on a course north 72 degrees, 14 minutes, 26 seconds east to the point of beginning.

Containing 38.2 acres, more or less, as shown on a plan entitled, "Plan of Land in Maynard, Mass" dated October 28, 1994, prepared by The BSC Group, Inc. for Franklin Lifecare Corporation., recorded herewith in Book 25005 , Page 301 of the Middlesex South District Registry of Deeds. For Grantor's title, see Book 25005 Page 302 in said Registry of Deeds.



# Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 12/27/2018 2:06:25 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
591	RESTRICTIONS		25359/483	05/23/1995	
<b>Property-Street Address and/or Description</b>					
SEE RECORD 25005-302					
<b>Grantors</b>					
FRANKLIN LIFECARE CORPORATION					
<b>Grantees</b>					
MAYNARD TOWN OF					
<b>References-Book/Pg Description Recorded Year</b>					
25005/302 DEED 1994					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					