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**PLANNING BOARD
GRAFTON, MA**

AGREEMENT

WHEREAS, Lee Kaufman and Tracy Kaufman (collectively, "Kaufman"), are the fee simple owners of that certain parcel of land known as 96 Pleasant Street, Grafton, Massachusetts (the "Property"), being shown as Lot 5, on a plan entitled, "Plan of Land in Grafton, Mass," dated September 15, 2000, which plan is recorded with the Worcester District Registry of Deeds in Plan Book 766, Plan 72 ("Plan"); which said Lot 5 is subject to a drainage easement as shown on the Plan (the "Original Drainage Easement"); and

WHEREAS, Casa Investments, Inc. ("Casa"), is or will be the holder of the Original Drainage Easement, and has agreed to relocate the Original Drainage Easement if, and only if, a new location will satisfy the Town of Grafton and will be sufficient for the drainage of surface and subsurface water as necessary for the subdivision to be constructed being known as Gristmill Village, ("Subdivision");

NOW THEREFORE, for good and valuable consideration, Kaufman and Casa hereby agree as follows:

1. Following the Town of Grafton Planning Board's approval of the drainage and slope easement in the form attached hereto as Exhibit "A", (the "New Grant of Easement"), and approval of the Subdivision, with all appeals periods having passed, Casa will give Kaufman notice and Kaufman will endeavor to obtain a subordination of Kaufman's current first mortgage and any other mortgage, to the New Grant of Easement, any costs of same to be borne by Kaufman, and once said subordination has been obtained, Kaufman will give Casa written notice. In the event that Kaufman shall be unable to obtain such subordination, Kaufman will need to refinance said mortgage(s).
2. Once Kaufman has obtained such subordination or refinanced as aforesaid, Kaufman will grant to Casa the New Grant of Easement within seven (7) days of notice from Casa to Kaufman indicating that Casa is the owner of the land that will become Gristmill Village (the "Closing") and the New Grant of Easement together with such subordination, will be recorded at the Worcester Registry of Deeds.
3. Simultaneously with the delivery of the New Grant of Easement, Casa will release all of its right, title and interest in and to the Original Drainage Easement in the form attached hereto as Exhibit "B", which will also be recorded at the Worcester Registry of Deeds.
4. Within six months of Kaufman granting the New Grant of Easement to Casa, Casa shall (i) deactivate the septic system at the Property in accordance with Title 5, (ii) perform any plumbing work inside the house located on the Property necessary to connect to the Town of Grafton municipal sewer, (iii) connect the house located on the Property to the Town of Grafton municipal sewer, (iv) obtain permits and pay any fees associated with the connection to the Town of Grafton municipal sewer, and (v) restore the landscaping

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over the area of the connection (the "Sewer Work"). Casa shall pay for all costs and expenses associated with the Sewer Work, and shall conduct all of the Sewer Work in a good and workmanlike manner, using all new materials, and in compliance with all applicable codes and laws.

5. If Casa has not obtained approval from the Town of Grafton of the New Grant of Easement, or approval of the Subdivision with all appeal periods having passed, with no appeals having been taken, or in the event of an appeal, with same being resolved in Casa's favor, by one year from the date of execution of this Agreement, then either party may terminate this Agreement by written notice to the other party.

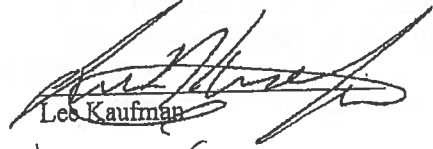
[SIGNATURES ON NEXT PAGE]

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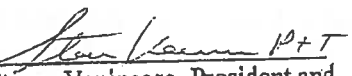
Casa Investments, Inc.



Les Kaufman



Tracy Kaufman

By:  P+T
Steven Venincasa, President and
Treasurer

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**PLANNING BOARD
GRAFTON, MA**

EXHIBIT "A"

GRANT OF EASEMENT

Lee Kaufman and Tracy Kaufman, of 96 Pleasant Street, Grafton, Worcester County, Massachusetts ("Grantor"), for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, grants to Casa Investments, Inc., a Massachusetts corporation with a usual place of business at 1 Golden Court, Westborough, Massachusetts 01581 ("Grantee"),

With QUITCLAIM COVENANTS,

The perpetual right and easement, over under and upon that certain strip of land shown as "PROPOSED 25' Wide DRAINAGE EASEMENT," ("Easement Area"), on a plan entitled, "GRISTMILL VILLAGE Definitive Plan, Conventional Development, Grafton, Massachusetts 01519, Prepared for Casa Builders & Developers Corp., P.O. Box 1205, Westborough, Massachusetts 01581, Prepared by: J.M. Grenier Associates, Inc., Scale: 1"=40'. Date: March 13, 2015," to be recorded herewith, and to which plan may be referenced for a more particular description of said easement, for the following purposes:

- (i) To locate, relocate, erect, construct, reconstruct, install, lay, dig up, operate, maintain, inspect, repair, replace, alter, extend or remove drainage pipes and other drainage facilities of all types and kinds, for the drainage of surface and subsurface water from Millstone Drive, including, without limitation, the right and easement to enter onto the Easement Area with machinery, materials and equipment of all types and kinds for the purpose of effectuating this grant of easement, the right to trim and cut trees, brush and overhanging branches as necessary, and the right to grant said easement to the Town of Grafton; and,
- (ii) To construct and maintain slopes serving Millstone Drive, as necessary, including the right to deposit fill and other material for the construction, reconstruction and support of Millstone Drive, including, without limitation, the right to enter upon the Easement Area with machinery, materials and equipment of all types and kinds for the purpose of effectuating this grant of easement, the right to trim and cut trees, brush and overhanging branches as necessary, and the right to grant said easement to the Town of Grafton.

Grantee shall restore the Easement Area to its condition before such work was performed to the greatest extent practicable. Grantee shall indemnify, defend and hold harmless Grantor from loss or damage caused by Grantee during the performance of the work on the Easement Area. Grantee shall notify Grantor in writing regarding the nature and expected timeframe for the work to be performed on the Easement Area at least thirty (30) days before the work is to commence.

Said easement is conveyed subject to and together with easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

This easement is binding on the heirs, successors and assigns of Grantee and Grantor.

For title, see deed to Grantor, dated February 21, 2002, recorded with said Deeds in Book 26023, Page 257.

Executed under seal this _____ day of _____, 2015

Lee Kaufman

Tracy Kaufman

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 2015

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Lee Kaufman and Tracy Kaufman, as aforesaid, who proved to me, through satisfactory evidence of identification, which was _____, to be the persons whose names is signed on the preceding document and acknowledged to me that they signed it voluntarily for the purpose stated.

Notary Public

My commission expires:

EXHIBIT "B"

RELEASE AND TERMINATION OF EASEMENT

Casa Investments, LLC ("Releasor"), of 1 Golden Court, Westborough, Massachusetts 01581, for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, hereby releases to Lee Kaufman and Tracy Kaufman ("Releasee"), of 96 Pleasant Street, Grafton, Worcester County, Massachusetts, and all those claiming by or through them,

All of our right, title and interest in and to that certain strip of land situated on Lot 5, Pleasant Street, Grafton, Worcester County, Massachusetts, being shown as 50' WIDE DRAINAGE EASEMENT, on a plan entitled, "Plan of Land in Grafton, Mass." Scale: 1"=40', Date: April 18, 2000, by Guerriere & Halnon, Inc., which plan is recorded with the Worcester District Registry of Deeds in Plan Book 755, Plan 104, and "Plan of Land in Grafton, Mass," dated September 15, 2000, owned by Mary J., Leo J. & William J. Maintainis, prepared by Guerriere & Halnon, Inc., which plan is recorded with said Deeds in Plan Book 766, Plan 72, it being the intent that upon the recording hereof, the aforesaid easement shall be terminated and of no further force or effect whatsoever.

For title, see deed to the Releasee, see deed dated February 21, 2002, recorded with said Deeds in Book 26023, Page 257. [WILL CASA HAVE THE ENTIRE RIGHT TO TERMINATE THE EASEMENT?]

IN WITNESS WHEREOF, the said Casa Investments, Inc. has caused its corporate seal to be hereto affixed and these presents to be executed and delivered in its name and behalf this ____ day of _____, 2015.

Casa Investments, LLC

By: _____
Steven Venincasa, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Steven Venincasa, President and Treasurer of Casa Investments, Inc., as aforesaid, who proved to me, through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for the purpose stated on behalf of Casa Investments, Inc.

Notary Public
My commission expires: