

52. as per Plan of said Town of Newton Containing twenty thousand square feet more or less. Being part of a tract of land now owned and possessed by said Company aforesaid. Together with all and singular the rights, incumbrances, liberties, privileges, improvements, hereditaments and appurtenances whatsoever therunto belonging or in any wise appertaining To Have and to Hold all and singular the Premises hereby granted with the appurtenances unto the said Hezekiah Botter his heirs and assigns forever - To the only proper use benefit and behoof of him the said Hezekiah Botter his heirs and assigns forever. And the said Grantor for his heirs and assigns occupying said Premises, doth covenant and agree to and with the grantors their Successors and assigns for their benefit and advantage, as owners of the residue of said tract that said Grantor his heirs and assigns occupying said Premises will not hereafter make, sell, or permit, or suffer to be made or sold any malt, vintners, Spiritous or other intoxicating liquors by any quantity whatever, and that should this covenant at any time be violated the stipulated penalty, therefor shall be at the rate of fifty dollars per month, the said penalty or sum to be esteemed and taken to be rent due for said Premises by the grantor his heirs and assigns occupying the same, to the grantors their Successors and assigns for the recovery and collection of which the grantors their Successors and assigns shall have the same remedy by distress, action of debt or otherwise, as by law now exists or may hereafter be provided and enacted for the recovery and collection of rents under leases or other contracts for rents. And in case the said penalty shall not be paid within thirty days after the occupant of said premises shall have been requested so to do, and then shall be no sufficient distress found thereon, it shall and may be lawful for the Grantors their Successors and assigns by their Past Attorney or other authorized agent to enter in and upon the said premises, and hold the same as their former Estate until the said penalty shall be paid with interest for the same. And provided also, that no penalty shall be estimated at less than the term of one month. And provided further, that it shall and may be lawful for the Board of Directors to authorize any person occupying said Premises to make and sell the aforesaid liquors for medicinal, artistical or scientific purposes for a term not exceeding one year, which may nevertheless be renewed and continued by said Board from time to time; And provided further, that in case any of the real estate hereby granted shall be leased by the owners thereof, this covenant shall not be so construed as to impose any personal liability for said penalty, upon said owners unless the manufacture or sale of said liquors shall have occurred with their permission and consent. And the said Newton Manufacturing Company for itself and Successors do hereby further covenant, grant, promise and agree to and with the said Hezekiah Botter his heirs and assigns - That the said Company and its Successors the said premises hereby granted bargained and sold with the appurtenances therunto belonging to the said Hezekiah Botter his heirs and assigns against it the said Company and its Successors, and against