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Page: 1 of 31 02/20/2007 08:57 AM

upon Recording Return to:
Lawrence F. Scofield, Vice President
First American Title Insurance Company
20 Burlington Mall Road
Burlington, MA 01803

31

SHARED MAIN ACCESS DRIVE, ROADWAY WIDENING, AND UTILITY EASEMENTS AGREEMENT

03-31 OK per EW

This Shared Main Access Drive, Roadway Widening, and Utility Easements Agreement (this "Agreement") is made as of February 14, 2007 by and among The Commonwealth of Massachusetts (together with its successors and assigns, the "Commonwealth"), acting by and through its Division of Capital Asset Management and Maintenance ("THE COMMONWEALTH"), having an address at One Ashburton Place, Boston, Massachusetts 02108, Lincoln North Reading LLC, having an address at 1155 Herndon Parkway, Suite 100, Herndon, Virginia 22070 (together with its successors and assigns, "Lincoln") and the Town of North Reading, Massachusetts, acting by and through its Board of Selectmen and having an address at Town Hall, 235 North Street, North Reading, Massachusetts 01864 ("Town"). The Commonwealth, Lincoln and the Town, together with their respective successors and assigns, are collectively referred to in this Agreement as the "Parties" and individual as a "Party."

Berry Center, Lowell St, No Reading

Background

A. The Commonwealth is the owner of those certain parcels of land located on Lowell Street in North Reading, Massachusetts and shown as Lot A and Lot B on that certain plan (the "ANR Plan") entitled "Approval Not Required Plan of Land" prepared by Chas. H. Sells, Inc. dated June 13, 2006 and endorsed by the North Reading Community Planning Commission on June 20, 2006, recorded herewith (the "Commonwealth Land").

B. Pursuant to that certain Land Disposition Agreement dated as of August 5, 2002, as amended by First Amendment to Land Disposition Agreement dated February 25, 2003, by Second Amendment and by Third Amendment dated as of November 29, 2004 (collectively, the "LDA") The Commonwealth agreed to sell and convey the Site to The Gutierrez Company, a Delaware corporation having an address of One Wall Street, Burlington, MA 01803 (together with its successors and assigns, "TGC").

C. The LDA provided for the Site to be purchased and developed in phases including, without limitation, a "Residential Phase."

D. The LDA further authorized TGC to designate Lincoln Property Company, or its nominee, to purchase and develop the Residential Phase and, by separate contract, TGC has entered into such an arrangement with Lincoln Property Company, Southwest, Inc.

E. The LDA and the separate contract between TGC and Lincoln Property Company further provided that TGC, The Commonwealth and Lincoln Property Company, Southwest, Inc. or its nominee would set aside certain portions of the Site for easement areas for the various phases of development and use of the Site, including for the conveyance, treatment and disposal of

wastewater, including as well the conveyance, treatment and disposal of public wastewater for the benefit of the Town of North Reading, and further including access, signage, landscaping and utility easements appropriate for the development of the Site by the Residential Phase and subsequent phases.

F. By Deed from The Commonwealth to Lincoln of even or near even date and recorded herewith, the Commonwealth has conveyed to Lincoln, an affiliate of and the nominee of Lincoln Property Company, Southwest, Inc. that certain parcel of land located at 100 Lowell Street in North Reading, Massachusetts and shown as Lot C on the ANR Plan (the "Lincoln Land"). The Lincoln Land and the Commonwealth Land are, collectively, sometimes referred to in this Agreement as the "Former Berry Center" or the "Site".

G. The Parties wish to provide for the orderly development, use and operation of the Site, taking into account the permits and approvals granted to Lincoln for the development of the Lincoln Land (including without limitation the "40R Plan Approval" from the Town to Lincoln recorded herewith), and the plans and infrastructure and easement assumptions and requirements upon which those permits and approvals are based, and further taking into account the Declaration of Wastewater Easements, Covenants, Conditions and Restrictions ("DWECCR") of even date and record herewith by and among the Parties, all in a manner intended to preserve reasonable development value for each of the Lincoln Land and the Commonwealth Land, and to that end have entered into this Agreement.

Agreements

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

40R Plan Approval	See Background Section G.
ANR Plan	That certain plan entitled "Approval Not Required Plan of Land" prepared by Chas. H. Sells, Inc. dated June 13, 2006 and endorsed by the North Reading Community Planning Commission on June 20, 2006, recorded herewith.
Commonwealth Land or The Commonwealth Land	Lot A and Lot B on the ANR Plan.
Commonwealth or The Commonwealth	See opening paragraph of this Agreement.
Completion of Initial Lincoln Project	See Section 2.3.3.

DWECCR	The Declaration of Wastewater Easements, Covenants, Conditions and Restrictions of even date and record herewith by and among the Parties.
Easement Plan	That certain plan entitled "_____" dated _____, 2006, prepared by Chas. H. Sells, Inc., recorded herewith.
Former Berry Center or Site	The Commonwealth Land and the Lincoln Land, collectively.
Gas Utility Easement Area	The area shown as the "Gas Utility Easement Area," located on Lot A of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A, and being at least ten (10) feet in width, and, following consultation with the Grantor (consent by Grantor not to be unreasonably withheld, conditioned or delayed), such wider area as may be required by gas utility company requirements for temporary use in connection with construction, reconstruction, maintenance, repair and replacement of the gas line and associated facilities. Such area will be located in one, and only one, of the two alternative locations shown on the Easement Plan. The default location for such area will be the location that parallels Lowell Street on its southerly sideline and then the Shared Main Access Drive. If, as and when Lincoln and The Commonwealth (and TGC until the earlier of the date the LDA expires or is terminated without a closing, or the date TGC succeeds to some or all of the interest of The Commonwealth hereunder) hereafter mutually agree in a signed document recorded with the Middlesex South Registry of Deeds, and not otherwise, such area may, instead, be located in an arc across the northerly portion of Lot A as shown on the Easement Plan.
Grantee	See Section 2.

Grantor	See Section 2.
LDA	See Background Section B.
Lincoln	See opening paragraph of this Agreement.
Lincoln Land	That certain parcel of land located at 100 Lowell Street in North Reading, Massachusetts and shown as Lot C on the ANR Plan.
Lincoln-Town Utility Easement Agreement	That certain Utility Easement Agreement from Lincoln to the Town, substantially in the form attached to the 40R Plan Approval.
Lot A Easement Area	The area shown as the "Easement Area for Landscaping, Construction and Signage" on Lot A of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Lot A, Lot B and/or Lot C	The respective Lot as shown on the ANR Plan, or the applicable portion thereof. See also definition of Owner. .
Lot B Easement Area	The area shown as the "Easement Area for Access, Landscaping, Construction and Signage" located on Lot B of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Lot B Southerly Easement Area	The area shown as the "Landscape and Construction Easement Area" located on Lot B of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Main Entrance Easement Area	The Shared Main Access Drive, the Lot A Easement Area and the Lot B Easement Area, collectively.
Owner	The fee owner(s) of Lot A, Lot B or Lot C, or a portion thereof, as applicable, or the ground

	tenant(s) of such Lot or portion thereof, as applicable, under a ground lease with an initial term of at least 65 years at the date of commencement.
Party or Parties	See opening paragraph of this Agreement.
Pro Rata Shares	See Section 3.
Road Construction Easement Area	The area shown as the "Road Construction Easement Area" located on Lot B of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Road Widening Easement Area	The area shown as the "Town Roadway Easement Area" located on the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Shared Main Access Drive	The entire Shared Main Access Drive, including both Area 1 and Area 2 thereof.
Shared Main Access Drive (Area 1)	The portion of the Shared Main Access Drive located on Lot B of the Commonwealth Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Shared Main Access Drive (Area 2)	The portion of the Shared Main Access Drive located on Lot C of the Lincoln Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Site or Former Berry Center	The Commonwealth Land and the Lincoln Land, collectively.
TGC	See Background Section B.
Town	See opening paragraph of this Agreement.
Town Facilities Easement Area 1	The area, twenty (20) feet in width, within Shared Main Access Drive (Area 1) on Lot B,

	as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Town Facilities Easement Area 2	The area, twenty (20) feet in width, in the western portion of Lot A of the Commonwealth Land, and paralleling in part the Wilmington – North Reading town line, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.
Town Water Main Easement Area	The area shown as the "Town Water Main Easement Area" located on the Lincoln Land, as shown on the Easement Plan and with the legal description attached to and incorporated in this Agreement as Exhibit A.

2. Grants of Easements; Easements Permanent and Non-Exclusive. Each Party respectively identified below in this Section 2 as granting a particular easement described below (in each such case, together with its successors and assigns, a "Grantor") hereby grants to the Party or Parties specifically identified below with respect to such particular easement (in each such case, together with its successors and assigns, a "Grantee") the following permanent (except as provided otherwise in this Agreement to the contrary), non-exclusive easements, in common with Grantor and all other entitled thereto, subject to the terms, conditions and provisions set forth in this Agreement with respect to such easement:

2.1 Grants from The Commonwealth to Lincoln; Reservations by The Commonwealth as between Lot A and Lot B.

2.1.1 Shared Main Access Drive (Area 1). The Commonwealth hereby grants to Lincoln, and hereby reserves for itself and its successors and assigns as the Owner of Lot A, the right and easement to construct, reconstruct, repair, maintain, use and operate Shared Main Access Drive (Area 1) for all purposes for which public ways may now or hereafter be used including, without limitation, utilities. The Commonwealth acknowledges and agrees that the Main Entrance Easement Area in its entirety will be initially constructed, and thereafter will be repaired, maintained and operated (including without limitation the planting, replanting and maintenance of all associated landscaping) by Lincoln, as the primary access drive to the Lincoln Land (as well as the future primary access drive to the Commonwealth Land for all purposes other than construction access to Lot A), but that each of The Commonwealth and the Town has certain rights in certain portions of the Main Entrance Easement Area, and accordingly that the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln shall be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein. All

such landscaping shall be maintained by Lincoln in good, neat condition materially in accordance with a landscaping plan to be prepared by Lincoln and to be reviewed and approved by the then Owners of Lot A and Lot B, such approval not to be unreasonably withheld, conditioned or delayed and, in any case, to be deemed granted if reasonable, written disapproval is not delivered to Lincoln within 15 days after Lincoln sends written notice of such plan, including a copy of such plan, to the then Owners of Lot A and Lot B to the addresses described in Section 10 of this Agreement. The initial landscaping plan for the Shared Main Access Drive (Area 1) shall be the landscaping set forth in the plans covered by the 40R Plan Approval, which the Parties hereby approve, and which Lincoln agrees to construct per the 40R Plan Approval.

2.1.2 Landscaping, Sign and Construction Easement on Lot A Easement Area. The Commonwealth hereby grants to Lincoln, and hereby reserves for itself and its successors and assigns as the Owner of Lot B, the right and easement to construct, reconstruct, repair, maintain, use and operate the Lot A Easement Area for purposes for landscaping, for signage and for construction, reconstruction, repair and maintenance of the Main Entrance Easement Area and construction and reconstruction on the Lincoln Land, subject to the cost sharing provisions of this Agreement. The Commonwealth acknowledges and agrees that the Main Entrance Easement Area in its entirety will be initially constructed, and thereafter will be repaired, maintained and operated (including without limitation the planting, replanting and maintenance of all associated landscaping and signage) by Lincoln, as the primary access drive to the Lincoln Land (as well as the future primary access drive to the Commonwealth Land for all purposes other than construction access to Lot A), but that each of The Commonwealth and the Town has certain rights in certain portions of the Main Entrance Easement Area, and accordingly that the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln shall be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein. All such landscaping and signage shall be maintained by Lincoln in good, neat condition materially in accordance with a landscaping plan and a signage plan to be prepared by Lincoln and to be reviewed and approved by the then Owners of Lot A and Lot B, such approval not to be unreasonably withheld, conditioned or delayed and, in any case, to be deemed granted if reasonable, written disapproval is not delivered to Lincoln within 15 days after Lincoln sends written notice of such plan, including a copy of such plan, to the then Owners of Lot A and Lot B to the addresses described in Section 10 of this Agreement. The initial landscaping plan and the initial signage plan for the Main Entrance Easement Area shall be the landscaping and signage set forth in the plans covered by the 40R Plan Approval, which the Parties hereby approve, and which Lincoln agrees to construct per the 40R Plan Approval.

2.1.3 Landscaping, Sign and Construction Easement on Lot B Easement Area. The Commonwealth hereby grants to Lincoln, and hereby reserves to itself and its successors and assigns as the Owner of Lot A, the right and easement to construct, reconstruct, repair, maintain, use and operate the Lot B Easement Area for purposes for landscaping, for signage and for construction, reconstruction, repair and maintenance of the Main Entrance Easement Area and construction and reconstruction on the Lincoln Land, subject to the cost sharing provisions of this Agreement. The Commonwealth acknowledges and agrees that the Main Entrance Easement Area in its entirety will be initially constructed, and thereafter will be repaired, maintained and operated (including without limitation the planting, replanting and

maintenance of all associated landscaping and signage) by Lincoln, as the primary access drive to the Lincoln Land (as well as the future primary access drive to the Commonwealth Land for all purposes other than construction access to Lot A), but that each of The Commonwealth and the Town has certain rights in certain portions of the Main Entrance Easement Area, and accordingly that the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln shall be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein. All such landscaping and signage shall be maintained by Lincoln in good, neat condition materially in accordance with a landscaping plan and a signage plan to be prepared by Lincoln and to be reviewed and approved by the then Owners of Lot A and Lot B, such approval not to be unreasonably withheld, conditioned or delayed and, in any case, to be deemed granted if reasonable, written disapproval is not delivered to Lincoln within 15 days after Lincoln sends written notice of such plan, including a copy of such plan, to the then Owners of Lot A and Lot B to the addresses described in Section 10 of this Agreement. The initial landscaping plan and the initial signage plan for the Main Entrance Easement Area shall be the landscaping and signage set forth in the plans covered by the 40R Plan Approval, which the Parties hereby approve, and which Lincoln agrees to construct per the 40R Plan Approval.

2.1.4 Gas Utility Easement. The Commonwealth hereby grants to Lincoln, and hereby reserves for itself and its successors and assigns as the Owner of Lot B, the right and easement to construct, reconstruct, repair, maintain, use and operate, and to grant rights and easements to others for such construction, reconstruction, repair, maintenance, use and operation, for underground utilities, including without limitation piping, wiring, pits, valves, connections, manholes and service openings, and the like, including without limitation underground utilities for water, gas, electricity, telephone, cable television, and data and intelligence, all at the sole cost and expense of Lincoln or such other person to whom Lincoln may grant such rights and easements (or at the sole cost and expense of the Owner of Lot B or such other person to whom the Owner of Lot B may grant such rights and easements, as the case may be), and all within the area of the Gas Utility Easement Area.

2.1.5 Lot B Southerly Easement. The Commonwealth hereby grants to Lincoln the non-exclusive right and easement to construct, reconstruct, repair, maintain, use and operate the Lot B Southerly Easement Area for purposes of landscaping and for construction, reconstruction, repair and maintenance of site work and improvements on Lot C, all at the sole cost and expense of Lincoln. All such landscaping shall be maintained by Lincoln in good, neat condition materially in accordance with a landscaping plan to be prepared by Lincoln and to be reviewed and approved by the then Owner of Lot B, such approval not to be unreasonable withheld, conditioned or delayed and, in any case, to be deemed granted if reasonable, written disapproval is not delivered to Lincoln within 15 days after Lincoln sends written notice of such plan, including a copy of such plan, to the then Owner of Lot B to the addresses described in Section 10 of this Agreement. The initial landscaping plan for the Lot B Southerly Easement Area shall be the landscaping set forth in the plans covered by the 40R Plan Approval, which the Parties hereby approve. Notwithstanding the non-exclusive nature of the foregoing right and easement, The Commonwealth acknowledges that the permitting and development of Lot C, and the maintenance, repair and replacement of improvements on Lot C adjacent to Lot B, require that the Lot B Southerly Easement Area remain unimproved and, accordingly, The

Commonwealth agrees for itself and its successors and assigns as Owner of Lot B that the Lot B Southerly Easement Area shall not be used by the Owner of Lot B for any buildings, structures, improvements or landscaping which either might block access to improvements on Lot C or might interfere with or adversely affect zoning, building code or other legal compliance by improvements on Lot C including, without limitation, those improvements described in the 40R Plan Approval. If the Owner of Lot B from time to time wishes to enhance the landscaping of the Lot B Southerly Easement Area, it shall present a proposed plan to Lincoln for review and comment at least 15 days before beginning any such landscaping. Lincoln shall notify the Lot B Owner in writing within 15 days after Lincoln receives such plan if Lincoln has any concerns; and if so the Lot B Owner and Lincoln shall promptly meet and shall attempt in good faith to agree on mutually acceptable arrangements. The failure to agree on mutually acceptable arrangements shall not prevent the Lot B Owner from exercising its rights to perform work in accordance with this Agreement, nor prevent Lincoln from asserting a violation of this Agreement and exercising its rights and remedies. The Owner of Lot B shall thereafter obtain at its sole cost and expense all governmental permits and approvals and modifications of governmental permits and approvals, for such enhanced landscaping plan, and shall at its sole cost and expense install and maintain such enhanced landscaping in a diligent and workmanlike manner which does not adversely impact existing landscaping or the maintenance thereof.

2.1.6 Temporary Easements on The Commonwealth Land. The Commonwealth hereby grants to Lincoln, and reserves for itself and its successors and assigns as the Owner of Lot B, the temporary right and easement, for the period of twenty-four (24) months from and after the date of this Agreement, to enter upon and use the entire Commonwealth Land for purposes of demolition and remediation of the Commonwealth Land and the existing structures thereon, all at the sole cost and expense and risk of the Party exercising such right and easement. The Commonwealth hereby further grants to Lincoln, the temporary right and easement, terminable at any time upon delivery of 120 days' prior written notice from The Commonwealth to Lincoln, to access and use the entire Commonwealth Land for staging and other activities related to the construction of the project on the Lincoln Land generally described in the 40R Plan Approval. The Commonwealth hereby further reserves to itself and its successors and assigns as the Owner of Lot B, the temporary right and easement, terminable at any time upon delivery of 120 days' prior written notice from the Owner of Lot A to the Owner of Lot B, to access and use the entirety of Lot A for staging and other activities related to the development of Lot B, provided the same do not interfere with the temporary rights and easements granted to Lincoln in this Section 2.1.6.

The Commonwealth further grants to Lincoln the temporary right and easement for the period of thirty-six (36) months from the date of this Agreement to use the Road Construction Easement Area for purposes of grading, regarding, laydown, equipment parking and staging, and other construction reasonably necessary to construct the widening of Lowell Road.

2.2 Grants of Easements from Lincoln to The Commonwealth.

2.2.1 Shared Main Access Drive (Area 2). Lincoln hereby grants to The Commonwealth the right and easement to use Shared Main Access Drive (Area 2) for all purposes for which public ways may now or hereafter be used, except that The Commonwealth

shall have no right to use such Area 2 for construction access to Lot B of The Commonwealth Land (The Commonwealth acknowledging that it has adequate construction access to Lot B both directly from Lowell Road and from Lowell Road via Shared Main Access Drive (Area 1)), and The Commonwealth further agrees not to use Shared Main Access Drive (Area 1) for construction access to Lot A of the Commonwealth Land either, The Commonwealth acknowledging and agreeing that it has separate frontage on Lowell Street, a public way, suitable for such construction access, and that the Main Entrance Easement Area will be initially constructed, and thereafter will be operated and maintained by Lincoln, as its primary access drive. The Commonwealth acknowledges and agrees that Shared Main Access Drive (Area 2) is now or will be subject, in whole or in part, to the Lincoln-Town Utility Easement Agreement, substantially in the form attached to the 40R Plan Approval, that the grant of easement contained in this Section will be subject to the Town's rights and easements under such Utility Easement Agreement, and that each of The Commonwealth and the Town will owe, each to the other, a duty not to adversely interfere with each other's respective rights and easements in the exercise of its own rights and easements, that Lincoln shall control and supervise all construction, reconstruction, repair, maintenance, use and operation of the Main Entrance Easement Area and utilities therein, with the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln to be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein.

2.3 Grants of Easements from The Commonwealth to Town.

2.3.1 Shared Main Access Drive (Area 1). The Commonwealth hereby grants to the Town the right and easement, effective from and after the construction of the Shared Main Access Drive by Lincoln, to pass and repass over Shared Main Access Drive (Area 1) with passenger vehicles and construction vehicles to access and egress the other easements granted to the Town under each of (a) this Agreement, (b) the Lincoln-Town Utility Easement Agreement, substantially in the form attached to the 40R Plan Approval, and (c) the DWECCR. The Town acknowledges and agrees that the Main Entrance Easement Area in its entirety will be initially constructed, and thereafter will be repaired, maintained and operated (including without limitation the planting, replanting and maintenance of all associated landscaping) by Lincoln, as the primary access drive to the Lincoln Land, and following the construction of a future project on the Commonwealth Land, to the Commonwealth Land as well, but since each of the Parties has certain rights in certain portions of the Main Entrance Easement Area, each of the Parties will owe, each to the other, a duty not to adversely interfere with each other's respective rights and easements in the exercise of its own rights and easements, and the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln shall be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein.

2.3.2 Town Facilities Easement #1 (Within Area 1 of Shared Main Access Drive). The Commonwealth hereby grants to the Town the right and easement to construct, maintain, repair, replace and use and operate from time to time a public sewer main, public water mains, and related electric and data utility lines (the "Town Facilities"), in the Town Facilities Easement Area 1, all at the sole cost and expense and risk of the Town. The

Commonwealth acknowledges that Lincoln has agreed to grant to the Town an equivalent, connecting easement over the Lincoln Land as set forth in the Lincoln-Town Utility Easement Agreement, and that the right and easement hereby granted is necessary to permit the Town to connect such other easement over the Lincoln Land with the Town right of way in Lowell Street, as the same may be now or hereafter located and laid out. The Town acknowledges and agrees that the Main Entrance Easement Area in its entirety (within a portion of which the Town Facilities Easement #1 hereby created is located) will be initially constructed, and thereafter will be repaired, maintained and operated (including without limitation the planting, replanting and maintenance of all associated landscaping) by Lincoln, as the primary access drive to the Lincoln Land, and following the construction of a future project on the Commonwealth Land, to the Commonwealth Land as well, but since each of the Parties has certain rights in certain portions of the Main Entrance Easement Area, each of the Parties will owe, each to the other, a duty not to adversely interfere with each other's respective rights and easements in the exercise of its own rights and easements, and the arrangements for and costs and expenses of such repair, maintenance and operation by Lincoln shall be allocated as provided in Section 3 of this Agreement, in order to maintain harmonious use and enjoyment by all Parties of their respective rights, easements and interests therein.

2.3.3 Town Facilities Easement #2. The Commonwealth hereby grants to the Town the right and easement to construct, maintain, repair, replace and use and operate Town Facilities from time to time in the Town Facilities Easement Area 2, all at the sole cost and expense and risk of the Town. The Commonwealth shall have the right to relocate Town Facilities Easement #2 from time to time at the sole cost, expense and risk of The Commonwealth, provided the same is accomplished in accordance with all applicable law, all permits therefore are obtained by The Commonwealth prior to such relocation, and the Town's use and enjoyment of Town Facilities Easement #2 is not interrupted in any way as a result of such relocation. Further, The Commonwealth shall have the right to use the surface of Town Facilities Easement #2 for parking, landscaping and similar uses and improvements so long as the construction, maintenance, repair and replacement thereof do not interfere with the Town's use and enjoyment of Town Facilities Easement #2.

2.3.4 Area for Roadway Widening of Lowell Street. As required by the 40R Plan Approval, The Commonwealth hereby grants to the Town the right and easement to use the Road Widening Easement Area for the construction, reconstruction, maintenance, repair, replacement, use and operation of a widened Lowell Street, a Town way, for all purposes for which public ways are now or hereafter used. The Parties agree that all initial construction of such widened Lowell Street shall be undertaken by Lincoln, at its sole cost and expense, and The Commonwealth hereby grants to Lincoln a temporary, construction easement in the Road Widening Easement Area for a period of thirty-six (36) months from and after the date of this Agreement. Following the date of the last certificate of occupancy, temporary or permanent, issued with respect to initial construction of the project on the Lincoln Land described in the 40R Plan Approval ("Completion of Initial Lincoln Project"), all costs and expenses of maintenance, repair, replacement, use and operation of the widened Lowell Street in the Road Widening Easement Area shall be the sole responsibility of the Town. This Agreement does not grant rights generally to the public but only to the municipality known as the Town of North Reading, acting by and through its Board of Selectmen. The Board of Selectmen hereby agree promptly to

take all reasonable action to lay out such widened Lowell Street within the Road Widening Easement Area and promptly to seek any and all authorizations which may be required to the effectiveness of such roadway lay out, and promptly to record the same, all at the sole cost and expense of the Town. Because the grant of this Road Widening Easement to the Town was required as a condition of the 40R Plan Approval, the Town acknowledges and agrees that in no event shall the Town ever claim that Grantor is in violation of the 40R Plan Approval, or of any zoning (whether under M.G.L. c.40R or c.40A) or other bylaw of the Town of North Reading, as a result of this grant of easement, or such roadway lay out by the Town, or any failure of the Town so to lay out, or the Town's exercise of rights and easements under this Agreement. All work performed by or on behalf of the Town on or in such Road Widening Easement Area, and all use thereof by the Town and the public shall be at the sole risk of the Town. Without limiting the generality of the foregoing, Grantor is hereby released of any and all responsibility or liability whatsoever for or on account of any work by the Town and for or on account of public use of the Road Widening Easement Area, and for or on account of maintenance or repair and any failure to maintain or repair. Commencing on the date of this Agreement, the Town shall also deliver or cause to be delivered to Grantor copies of insurance certificates, naming Grantor and its mortgagee(s) as additional insured, evidencing public liability insurance with limits not less than $2 million per occurrence and $10 million in the aggregate, automobile liability insurance with limits not less than $1 million per occurrence and $10 million in the aggregate, and workmen's compensation insurance in statutorily required amounts, all from insurance carriers with an A-/XIV or better rating from Best's which are qualified to do business in Massachusetts.

2.4 Grant of Easement from Lincoln to the Town; Town Water Main Easement. Lincoln hereby grants to the Town the right and easement to construct, reconstruct, repair, maintain, use and operate, an underground public water main, including without limitation piping, wiring, pits, valves, connections, manholes and service openings, and the like, all at the sole cost and expense of the Town, and all within the area of the Town Water Main Easement Area.

2.5 No Real Estate Taxes on Town Easements. The Town acknowledges and agrees that it is not appropriate to tax to the underlying fee owner the easements granted to the Town or the personal property or fixtures installed in such easements by or for the benefit of the Town from time to time. Accordingly, in the event that real property taxes or personal property taxes are assessed directly on any such easement or property, the Town shall be responsible for its proportionate share of such taxes, and to the fullest extent permitted by law, the Town agrees to cooperate with the other Parties on any application for abatement and any prosecution of abatement of such taxes filed by any other such Party.

3. Cost Sharing. Lincoln shall control and supervise the repair, maintenance, replacement, reconstruction, use and operation of the Main Entrance Easement Area, including all improvements and landscaping therein or thereon, including without limitation all lighting, repaving, snowplowing and insurance, and management of all openings of and construction in or under the Main Entrance Easement Area and management of compliance with the terms and provisions of this Agreement by Grantees holding easement rights therein as, for example, in the case of installation, maintenance or repair of utilities in the Main Entrance Easement Area, in all

cases on behalf of all the Parties. Lincoln shall be entitled to payment and reimbursement from the other Parties of their respective "Pro Rata Shares" of all reasonable, third party costs and expenses incurred by Lincoln in carrying out the foregoing activities, within 30 days after receipt of invoices therefore from time to time, such invoices to be accompanied by copies of the third party invoices or statements documenting costs for which reimbursement is sought. The "Pro Rata Shares" shall mean: (a) from the date hereof until the date the initial building permit is issued for construction on either Lot A or Lot B, 100% to the Lot C Owner, and 0% to each of the Lot A Owner and Lot B Owner; (b) from the date the initial building permit is issued for construction on either Lot A or Lot B, until the date the initial building permit is issued for construction on the other of Lot A or Lot B, 50% to each of the Lot C Owner, and the Owner of whichever of Lot A or Lot B has been issued such building permit; and (c) from the date initial building permits for construction on each of Lot A and Lot B have been issued, one-third (1/3) to each of the Owner(s) of each of Lot A, Lot B and Lot C shown on the ANR Plan.

If any other Lot Owner fails to pay to Lincoln such Owner's Pro Rata Share of such costs and expenses within thirty (30) days after receipt of an invoice therefore, interest on the unpaid amount shall accrue at the rate of 18% per annum on the outstanding amount. If the outstanding amount, plus interest, is not paid to Lincoln within ninety (90) days after billing therefore, (i) Lincoln shall have the right to impose a lien on the Lot of the defaulting Owner, such lien to be effective on the date of the recording of a notice of lien (the "Notice Date") setting forth the amount thereof and to be subordinate to all matters of record which were recorded prior to the Notice Date, and (ii) Lincoln shall have the right to enforce collection of such billing, together with the right to payment of all reasonable costs and expenses of enforcement and collection including without limitation reasonable attorneys' fees and court costs, which shall also be a lien on the Lot of the defaulting Owner.

4. No Right of Relocation. Because the easements granted in this Agreement have been located as a result of a Site-wide planning effort and State and Local permitting effort, involving multiple parties, governmental authorities and utilities, Grantors shall not have a right to relocate any such easement without the written approval of all Parties, other than the Grantor of the Town Water Main Easement, which shall have a right to relocate said Easement at its sole cost and expense and risk, and other than the Grantor of the Town Facilities Easement #2, which shall also have a right to relocate said Easement at its sole cost, expense and risk.

5. Common Covenants and Conditions. The provisions of this Section 5 shall apply to all easements granted in this Agreement, except to the extent otherwise described in the next sentence. In the case of the easements granted in this Agreement with respect to the Shared Main Access Drive and the Gas Utility Easement Area (except in the case of the Shared Main Access Drive and Gas Utility Easement Area during the period prior to the date of Completion of Initial Lincoln Project with respect to such easements granted to Lincoln only; with respect to which easements Lincoln shall be obligated merely to notify The Commonwealth and TGC in writing when it initially commences work in such easement areas and to provide to The Commonwealth and TGC prior to commencing such work in such easement areas copies of the insurance certificates called for by the fourth-to-last sentence of this Section 5), the Town Water Main Easement Area, the Town Facilities Easement Areas (both Area 1 and Area 2 thereof) and, following the date of Completion of Initial Lincoln Project, the Road Widening Easement Area,

the Parties agree that such areas will be used in part for utilities and for the principal access and egress (except as otherwise set forth herein) serving the respective Grantor, as well as for utilities and principal access serving the respective Grantees and, accordingly, that Grantee shall not at any time prevent Grantor or another Grantee from using such areas for such purposes, even temporarily, without providing fully and practically functional alternatives, all at the sole cost and expense of the Grantee performing work (subject to the Cost Sharing provisions of this Agreement with respect to costs of operation, maintenance and repair), and that any temporary change in Grantor's or another Grantee's use of any such area shall not continue for more than two weeks, in the aggregate, in any rolling 24 month period, time being of the essence. Further, in recognition of the foregoing critical importance of such areas to each Party's respective development and the operation and maintenance thereof, each Grantee further agrees as follows with respect to all work, other than work performed by or on behalf of Lincoln prior to the Completion of Initial Lincoln Project. Grantee shall provide Grantor written notice and a detailed work plan,
setting forth among other things all mitigation measures proposed to be taken by Grantee, at least 30 days prior to any entry by Grantee or persons claiming by, through or under Grantee, or any exercise of Grantee's rights under this Agreement, except in case of emergency, in which case Grantee shall provide Grantor with such notice and work plans as are reasonable under the circumstances and shall use its best efforts to minimize the nature and duration of any interference with Grantor's use of such easement area even during emergency response by Grantee. Grantor shall inform Grantee in writing within 15 days after Grantor receives such notice if Grantor has any concerns; and, if so, Grantor and Grantee shall promptly meet and shall attempt in good faith to agree on mutually acceptable arrangements. The failure to agree on mutually acceptable arrangements shall not prevent Grantee from exercising its rights to perform work in accordance with this Agreement, nor prevent Grantor from asserting a violation of this Agreement and exercising its rights and remedies. Grantee shall promptly commence and complete such work in accordance with the schedule in the final work plan. Grantee shall promptly restore all areas affected by Grantee's work to at least as good a condition as the same were in prior to Grantee's exercise of its rights under this Agreement. If the driveway or parking areas to be disturbed by Grantee have been paved within the preceding three years, then Grantee shall repave the same from curb to curb. If more than three years have passed since such last repaving, Grantee shall use saw cut and infrared replacement paving methods to provide as soon a surface as practicable upon completion of Grantee's work. Traffic control measures necessary to maintain Grantor's use and enjoyment of such areas shall, without limiting the generality of the foregoing, be at the sole cost and expense of Grantee and Grantee's contractor (subject to the Cost Sharing provisions hereof). Grantee shall control all fugitive dust and other emissions throughout the period that Grantee is conducting work in or on such area, and shall leave the same in safe, well-marked condition at the end of each work day. No work shall be conducted in or on such areas (other than in or on the Gas Utility Easement Area or Town Facilities Easement Area 2) by or at the order of Grantee before 9:00 am or after 4:00 pm weekdays or at any time on weekends or public holidays. Grantee shall exercise its rights under this Agreement only in accordance with all applicable law and prior to exercising any of its rights under this Agreement shall obtain, and upon request of Grantor from time to time, deliver copies to Grantor of all necessary permits, licenses and approvals required for the work to be performed and/or the use to be made of the area. All work performed in or on such areas, and all use thereof, by Grantee shall be at the sole risk of Grantee. Prior to entering on such areas to perform any work, Grantee

shall also deliver or cause to be delivered to Grantor copies of insurance certificates, naming Grantor and its mortgagee as additional insured, evidencing public liability insurance with limits not less than $2 million per occurrence and $10 million in the aggregate, automobile liability insurance with limits not less than $1 million per occurrence and $10 million in the aggregate, and workmen's compensation insurance in statutorily required amounts, all from insurance carriers with an A-/XIV or better rating from Best's which are qualified to do business in Massachusetts. Grantee shall conduct any work on or in such areas with due diligence, and in a good and workmanlike manner. Grantee shall not permit any mechanics, materialman's or other lien to encumber the area as a result of Grantee's exercise of its rights under this Agreement, and shall, in any case, cause such lien to be discharged of record within 30 days after notice thereof. All work by Grantee in its easement and all use of its easement by Grantee shall be at the sole risk of Grantee. All of the easements granted in this Agreement are expressly granted with the obligation on the part of each Grantee exercising said right and easement, to the maximum extent allowable by law, to indemnify and hold harmless the Grantor against any liability to the extent resulting from Grantee's exercise of such right and easement.

Notwithstanding any of the foregoing to the contrary, with respect to the Main Entrance Easement Area, where Lincoln shall control and supervise all improvements, landscaping, signage, construction, reconstruction, repair, maintenance, use and operation on behalf of all of the Parties, all costs and expenses of work performed by or under the control or supervision of Lincoln shall be shared by the Parties as provided in the Cost Sharing section of this Agreement.

6. Notice and Cure Rights; Self-Help Rights of Grantor. If Grantee fails to perform any obligation hereunder for more than 30 days after receipt of written notice from Grantor (unless such cure cannot be completed within 30 days, in which event Grantee shall have a further period of up to 60 days in the aggregate to complete such cure, provided that such cure must commence within 30 days after Grantee's receipt of such written notice and thereafter be prosecuted with diligence to completion), or if Grantee fails to perform any obligation hereunder immediately upon notice, either oral or written, from Grantor in the event of emergency, Grantor may exercise any remedy available at law or in equity. In addition and not in limitation of the foregoing, in any such case, Grantor shall have the right to cure such failure and to be reimbursed for all reasonable, out-of-pocket costs incurred by Grantor in effecting such cure, together with interest on the amount outstanding from time to time, commencing on commencement of such cure, at the rate of 18 per annum, and shall also have the right, at Grantor's sole election, to offset Grantor's damages and/or cure costs and interest costs against any and all other sums now or hereunder owing from Grantor to Grantee.

7. Appurtenant Easements Running with Land. This Agreement and the easements granted herein shall be appurtenant, (a) in the case of easements granted to Lincoln, to the Lincoln Land, and (b) in the case of easements granted to The Commonwealth, to the Commonwealth Land or the relevant portion thereof, and (c) in the case of easements granted to the Town, to any land now or hereafter owned by the Town in the Town of North Reading, and insure to the benefit of the respective Owner(s) of such land(s) as the owner thereof, and shall constitute an easement and covenant running with and binding and burdening the Land on which the easement area in question is located and binding the Grantor as the owner of the such Land or any affected portion thereof. Upon conveyance of its entire interest as Owner in all affected

portions of the relevant Land, the conveying Owner shall automatically be released from all obligations and liabilities arising under this Agreement arising from and after such conveyance.

8. Estoppel Certificate. Upon at least 15 days prior written request of any Party to this Agreement, the other Parties shall execute, acknowledge and deliver an estoppel certificate stating whether such first Party is in compliance with its obligations under this Agreement and, if not, the particulars of the matter, and providing such other factual statements as may be reasonably requested from time to time.

9. Amendments. This Agreement may be terminated, modified or amended only by the written agreement of all Parties, which shall be recorded with the Middlesex South Registry of Deeds.

10. Notices; TGC Piggyback Approval Rights. All notices to be given under this Agreement shall be in writing and shall be addressed to the addresses first given above, and in the case of notices to Lincoln, with a copy to the on-site residential leasing/management office, Attention: Business Manager, and/or such other addresses of which the person to be addressed has given notice, and all addresses of record for any successor or assign to the original Grantor and any mortgagee of any Grantor, and shall be sent by US Postal Service, by hand, or by recognized overnight commercial courier service. For so long as TGC shall continue to have a valid LDA for the purchase of any portion of the Commonwealth Land, copies of all notices to The Commonwealth shall also be delivered to TGC at the following address:

The Gutierrez Company
One Wall Street
Burlington, MA 01803
Attn: John A. Cataldo, Vice Chairman

With a copy to:

The Gutierrez Company
One Wall Street
Burlington, MA 01803
Attn: Gloria M. Gutierrez, Esq., Executive Vice President and General Counsel

Notices sent hereunder in accordance with the terms hereof shall be deemed to have been received on the first to occur of (i) receipt, (ii) refusal, or (iii) first attempted delivery.

For so long as TGC shall continue to have a valid LDA for the purchase of any portion of the Commonwealth Land, any approval required from The Commonwealth under this Agreement which affects such portion of the Commonwealth Land shall also require the approval of TGC, subject to the same standards, terms and conditions applicable to The Commonwealth with respect to such approval.

11. No Waiver of Default. No waiver of any default by any Party will be implied by the failure of another Party or of all other Parties to take any action in respect of such default.

No express waiver of any default will affect any default or extend any period of time for performance other than as specified in that express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same or any other provision of this Agreement. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy, at law or in equity.

12. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

13. Miscellaneous. This Agreement shall be governed by the law of The Commonwealth of Massachusetts. This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and same document.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument effective as of the date first written above.

THE COMMONWEALTH OF MASSACHUSETTS, ACTING BY AND THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
David Perini, Commissioner

LINCOLN NORTH READING LLC,
A Delaware limited liability company
By: Lincoln Property Company No. 2027 Limited Partnership, its Manager
By: Lincoln No. 2027, Inc., its General Partner

By: _____
Name:
Title: VP

TOWN OF NORTH READING, MASSACHUSETTS,
Acting by and through its Board of Selectmen

By: _____
Name:
Title: SELECTMAN

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title: SELECTMAN

Easements Accepted:	Approved as to form:
TOWN OF NORTH READING, by its DPW Director, pursuant to Article 3 adopted at the April 4, 2005 Town Meeting _____	_____ Town Counsel

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 14 day of February, 2007, before me, the undersigned notary public, personally appeared David B. Perini, proved to me through satisfactory evidence of identification, which was Mass State Emp. ID., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Commissioner of DCAM, a Comm. of Mass State Agency

Gail Ann Atkinson
(official signature and seal of notary)
Name: Gail A. Atkinson
My commission expires: Sept 13, 2011

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 25th day of January, 2007, before me, the undersigned notary public, personally appeared John Norris, proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Vice President of Lincoln No 2027 Inc, a Texas corporation.

(official signature and seal of notary)
Name: _____
My commission expires: _____

ALLAN CAGGIANO
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 8, 2010

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County, ss.

On this 22 day of JANUARY, 2007 before me, the undersigned notary public, personally appeared STEPHEN J. O'LEARY, proved to me through satisfactory evidence of identification, which was MY OWN PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as SELECTMAN of THE TOWN OF NORTH READING, a MUNICIPAL CORPORATION.

(official signature and seal of notary)
Name: JAMES R. SENIOR
My commission expires: 9/22/2011

JAMES R. SENIOR
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 22, 2011

Exhibit A – Easement Legal Descriptions:

1. Temporary Road Widening Construction Easement To The Benefit Of Lincoln:

I. Beginning at the northeastern point of the Temporary Road Widening Construction Easement to the benefit of Lincoln. The point of beginning is located seventy three and 44/100 feet (73.44') at a bearing of N 64°33'12" E to the northeast corner of new Lot "B" ("Lot B ") shown on that certain plan entitled "Plan of Land-Lowell Road (Route 62) North Reading Massachusetts prepared for The Commonwealth of Massachusetts" prepared by Chas. H. Sells, Inc. dated June 13, 2006 and endorsed approval not required and recorded herewith (the "2006 ANR plan") which is located south of Lowell Road (Route 62); thence,

Running S 84°03'24" W fifty nine and 89/100 feet (59.89') to a point; thence,
Running along a curve to the right; said arc having a radius of one hundred fifty four and 00/100 feet (154.00') and having a length of forty one and 00/100 feet (41.00') to a point; thence,
Running along a curve to the left; said arc having a radius of one hundred forty six and 00/100 feet (146.00') and having a length of forty four and 72/100 feet (44.72') to a point; thence,
Running along a curve to the left; said arc having a radius of six hundred eighty three and 00/100 feet (683.00') and having a length of one hundred seventy seven and 82/100 feet (177.82') to a point; thence,
Running S 65°26'34" W twenty four and 97/100 feet to a point; thence,
Turning and running N 82°46'01" E three hundred fifty nine and 95/100 feet (359.95') to a point; thence,
Turning and running N 46°42'00" W twenty five and 70/100 feet (25.70') to the point of beginning.

All as shown on that certain plan dated January 15, 2007 entitled "Easement Plan-Lowell Road (Route 62) North Reading, Massachusetts prepared for Lincoln North Reading, LLC" (4 sheets) prepared by Chas. H. Sells, Inc. and recorded herewith ("Easement Plan"). The easement described above as the Temporary Road Widening Construction Easement to the benefit of Lincoln contains 8,101 S.F. or 0.19 acres according to the Easement Plan.

II. Beginning at the northeastern corner of the Temporary Road Widening Construction Easement to the benefit of Lincoln (SD&UA 2.1.6). The point of beginning is located fifteen and 13/100 feet (15.13') at a bearing of N 84°13'04" W from the northeastern corner of Lot "B", as described above; thence,
Running N 84°13'04" W fifty two and 74/100 feet (52.74') to a point; thence,
Running along a curve to the left; said arc having a radius of two thousand four hundred ninety six and 00/100 feet (2,496.00') and having a length of fifty nine and 53/100 feet (59.53') to a point; thence,

Running along a curve to the left; said arc having a radius of two thousand four hundred ninety six and 00/100 feet (2,496.00') and having a length of one hundred eighty four and 04/100 feet (184.04') to a point; thence,
Turning and running S 43°18'00" W thirty seven and 46/100 feet (37.46') to a point; thence,
Running along a curve to the right; said arc having a radius of two thousand four hundred seventy one and 00/100 feet (2,471.00') and having a length of two hundred nine and 95/100 feet (209.95') to a point; thence,
Running along a curve to the right; said arc having a radius of two thousand four hundred seventy one and 00/100 feet (2,471.00') and having a length of one hundred twelve and 53/100 feet (112.53') to a point; thence,
Turning and running N 01° 42'00" W twenty one and 28/100 feet (21.28') to the point of beginning.

All as shown on the Easement Plan. The easement described above as the temporary road widening construction easement to the benefit of Lincoln (SD&UA 2.1.6) contains 7,625 S.F. or 0.18 acres according to the Easement Plan.

2. Shared Main Access Drive (Area 1) (SD&UA 2.1.1 & 2.3.1):

Beginning at the southwestern corner of the Shared Main Access Drive (area 1) (SD&UA 2.1.1 & 2.3.1). The point of beginning is located at the southwestern corner of Lot "B", described above; thence,

N 88°21'45" E forty five and 23/100 feet (45.23') to a point; thence,
Turning and running N 01°42'00" W two hundred thirty eight and 70/100 feet (238.70') to a point; thence,
Running along a curve to the right; said arc having a radius of thirty nine and 00/100 feet (39.00') and having a length of forty and 07/100 feet (40.07') to a point; thence,
Turning and running S 80°17'16" W ninety five and 31/100 feet (95.31') to a point; thence,
Running along a curve to the right; said arc having a radius of forty four and 00/100 feet (44.00') and having a length of thirty nine and 43/100 feet (39.43') to a point; thence,
Turning and running S 01°42'00" E nineteen and 63/100 feet (19.63') to a point; thence,
Turning and running S 01°38'15 E two hundred fifteen and 54/100 feet (215.54') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Shared Main Access Drive (area 1) to the benefit of Lincoln (SD&UA 2.1.1 & 2.3.1) contains 12,467 S.F. or 0.29 acres according to the Easement Plan.

3. Lot B Easement Area:

Beginning at the southwestern corner of the Lot B Easement Area. The point of beginning is located forty five and 00/100 feet (45.00') at a bearing of S 88°18'00" W to the southwest corner of Lot B, described above; thence,

Running N 88°18'00" E fourteen and 00/100 feet (14.00') to a point; thence,
Turning and running N 01°42'00" W two hundred twenty four and 07/100 feet (224.07') to a point; thence,
Turning and running N 43°18'00" E seventy three and 80/100 feet (73.80') to a point; thence,
Turning and running along a curve to the left; said arc having a radius of two thousand four hundred ninety six and 00/100 feet (2,496.00') and having a length of twenty nine and 17/100 feet (29.17') to a point; thence,
Turning and running S 80°17'16" W eighteen and 40/100 feet (18.40') to a point; thence,
Running along a curve to the left; said arc having a radius of thirty nine and 00/100 feet (39.00') and having a length of forty and 07/100 feet (40.07') to a point; thence,
Running S 01°42'00" E two hundred thirty eight and 70/100 feet (238.70') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Lot B Easement Area contains 4,891 S.F. or 0.11 acres according to the Easement Plan.

4. Lot A Easement Area:

Beginning at the southeastern corner of Lot A Easement Area. The point of beginning is located thirty nine and 91/100 feet (39.91') at a bearing of S 01°35'29" E from the northwestern corner of new Lot C (Lot "C") shown on the 2006 ANR plan; thence,

Running N 01°35'29" W thirty nine and 91/100 feet (39.91') to a point; thence,
Turning and running N 01°38'15" W two hundred fifteen and 54/100 feet (215.54') to a point; thence,
Turning and running N 01°42'00" W nineteen and 63/100 feet (19.63') to a point; thence,
Running along a curve to the left; said arc having a radius of forty four and 00/100 feet (44.00') and having a length of thirty nine and 43/100 feet (39.43') to a point; thence,
Turning and running S 80°17'16" W eleven and 08/100 feet (11.08') to a point; thence,
Running along a curve to the left; said arc having a radius of two thousand nine hundred sixty three and 50/100 feet (2,963.50') and a length of twenty one and 92/100 feet (21.92') to a point; thence,
Running S 84°03'24" W three and 84/100 feet (3.84') to a point; thence,
Turning and running S 46°42'00" E seventy three and 85/100 feet (73.85') to a point; thence,
Turning and running S 01°42'00" E two hundred forty three and 09/100 feet (243.09') to a point; thence,
Turning and running N 88°24'31" E fourteen and 92/100 feet (14.92') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Lot A Easement Area contains 5,685 S.F. or 0.13 acres according to the Easement Plan.

5. Road Widening Easement (SD&UA 2.3.4):

I: Beginning at the western point of the Road Widening Easement (SD&UA 2.3.4). The point of beginning is located at a point on the northern boundary of new Lot A (Lot "A") as shown on the 2006 ANR plan, also being the south sideline of Lowell Road (Route 62); thence,
Running N 65°26'34" E twenty four and 97/100 feet (24.97') to a point; thence,
Running along a curve to the right; said arc having a radius of six hundred eighty three and 00/100 feet (683.00') and having a length of one hundred seventy seven and 82/100 (177.82') to a point; thence,
Running along a curve to the right; said arc having a radius of one hundred forty six and 00/100 feet (146.00') and having a length of forty four and 72/100 feet (44.72') to a point of reverse curvature; thence,
Running along a curve to the left; said arc having a radius of one hundred fifty four and 00/100 feet (154.00') and having a length of forty one and 00/100 feet (41.00') to a point; thence,
Running N 84°03'24" E sixty three and 74/100 feet (63.74') to a point; thence,
Running along a curve to the right; said arc having a radius of two thousand nine hundred sixty three and 50/100 feet (2,963.50') and having a length of twenty one and 92/100 feet (21.92') to a point; thence,
Running N 80°17'16" E forty one and 93/100 feet (41.93') to a point; thence,
Turning and running N 01°42'00" W twenty one and 90/100 feet (21.90') to a point, said line also being the boundary between Lot "A" and Lot "C" on the 2006 ANR plan; thence,
Turning and running S 83°39'26" W one hundred eighty three and 56/100 feet (183.56') to a point; thence,
Running along a curve to the left; said arc having a radius of five hundred fifty four and 61/100 feet (554.61') and having a length of two hundred seventeen and 92/100 feet (217.92') to a point; thence,
Running S 61°08'36" W eighteen and 14/100 feet (18.14') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Road Widening Easement (SD&UA 2.3.4): contains 5,937 S.F. or 0.14 acres according to the Easement Plan.

II: Beginning at the eastern corner of the Road Widening Easement (SD&UA 2.3.4). The point of beginning is located at a point on the northerly boundary of Lot "B" sixty seven and 87/100 feet (67.87') at a bearing of S 84°13'04" E to the northeastern corner of Lot "B" described above; thence,
Running N 84°13'04" W ninety seven and 69/100 feet (97.69') to a point; thence,
Running along a curve to the left; said arc having a radius of seven hundred fifty four and 72/100 feet (754.72') and having a length of one hundred fifty nine and 71/100 feet (159.71') to a point; thence,
Running S 83°39'26" W ninety eight and 75/100 feet (98.75') to a point; thence,

Turning and running S 01°42'00" E twenty one and 90/100 feet (21.90') to a point, said line also being the boundary between Lot "A" and Lot "C" on the 2006 ANR plan; thence,
Turning and running N 80°17'16" E eighty two and 86/100 feet (82.86') to a point; thence,
Running along a curve to the right; said arc having a radius of two thousand four hundred ninety six and 00/100 feet (2,496.00') and having a length of two hundred thirteen and 21/100 feet (213.21') to a point; thence,
Running along a curve to the right; said arc having a radius of two thousand four hundred ninety six and 00/100 feet (2,496.00') and having a length of fifty nine and 53/100 feet (59.53') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Road Widening Easement (SD&UA 2.3.4) contains 4,817 S.F. or 0.11 acres according to the Easement Plan.

6. Shared Main Access Drive (Area 2) To The Benefit Of The Commonwealth:

Beginning at the northwestern corner of the Shared Main Access Drive (area 2) to the benefit of the Commonwealth. The point of beginning is located at the southwestern corner of (Lot "B") described above; thence,

Running S 01°35'29" E three hundred sixty seven and 59/100 feet (367.59') to a point; thence,
Turning and running N 88°18'00" E fifty nine and 70/100 feet (59.70') to a point; thence,
Turning and running N 01°42'00" W three hundred sixty seven and 59/100 feet (367.59') to a point; thence,
Turning and running S 88°18'00" W fifty nine and 00/100 feet (59.00') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Shared Main Access Drive (area 2) to the benefit of the Commonwealth contains 21,815 S.F. or 0.50 acres according to the Easement Plan.

7. Town Facilities Easement #1 (SD&UA 2.3.2):

Beginning at the southwestern corner of the Town Facilities Easement #1 to the benefit of the Town (SD&UA 2.3.2). The point of beginning is located thirteen and 22/100 feet (13.22') at a bearing of N 88°18'00" E from the southwestern corner of Lot "B" described above; thence,

Running N 88°18'00" E twenty five and 18/100 feet (25.18') to a point; thence,
Turning and running N 08°30'26" W sixty four and 85/100 feet (64.85') to a point; thence,
Turning and running N 01°35'29" W two hundred three and 08/100 feet (203.08') to a point; thence,

Turning and running S 80°17'16" W twenty five and 25/100 feet (25.25') to a point; thence,
Turning and running S 01°35'29" E two hundred one and 03/100 feet (201.03') to a point; thence,
Turning and running S 08°30'26" E sixty three and 38/100 feet (63.38') to the point of beginning.

All as shown on the Easement Plan. The easement described above as the Town Facilities Easement #1 to the benefit of the Town (SD&UA 2.3.2) contains 6,654 S.F. or 0.15 acres according to the Easement Plan.

8. Town Facilities Easement #2 To The Benefit Of The Town (SD&UA 2.3.3):

I. Beginning at the eastern most point of the Town Facilities Easement #2 to the benefit of the Town (SD&UA 2.3.3). The point of beginning is located three hundred fifty eight and 76/100 feet (358.76') at a bearing of S 55°17'57" E from the westernmost corner of (Lot "A") which is along the town line between the town of Wilmington and the town of North Reading; thence,

Running S 55°17'57" E two hundred forty eight and 67/100 feet (248.67') to a point; thence,
Turning and running S 18°43'50" E two hundred twenty three and 04/100 feet (223.04') to a point; thence,
Running along a curve to the right; said arc having a radius of ten thousand six hundred twenty three and 45/100 feet (10,623.45') and having a length of twenty three and 54/100 feet (23.54') to a point; thence,
Turning and running N 18°43'50" W two hundred forty two and 07/100 feet (242.07') to a point; thence,
Turning and running N 55°17'57" W two hundred forty and 77/100 feet (240.77') to a point; thence,
Turning and running N 08°28'04" E six hundred eighty nine and 76/100 feet (689.76') to a point; thence,
Turning and running S 46°49'56" W thirty two and 22/100 feet (32.22') to a point; thence,
Turning and running S 08°37'30" W six hundred seventy six and 03/100 feet (676.03') to the point of beginning.

All as shown on the Easement Plan. The easement described above as the Town Facilities Easement #2 to the benefit of the town (SD&UA 2.3.3) contains 23,819 S.F. or 0.55 acres according to the Easement Plan.

II. Town Facilities Easement #2 To The Benefit Of The Town (SD&UA 2.3.3):

Beginning at the southeastern corner of the town facilities easement #2 to the benefit of the town (SD&UA 2.3.3). The point of beginning is sixty seven and 28/100 feet (67.28')

at a bearing of S 01°35'29" E from the southern most corner of the property line between Lot "A" and Lot "C" as described above; thence,

Running N 01°35'29" W thirty six and 93/100 feet (36.93') to a point; thence,
Turning and running S 52°44'40" W forty five and 26/100 feet (45.26') to a point; thence,
Turning and running S 11°37'06" W two and 13/100 feet (2.13') to a point; thence,
Turning and running S 21°56'26" E twenty nine and 65/100 feet (29.65') to a point; thence,
Turning and running N 52°44'40" E thirty three and 16/100 feet (33.16') to the point of beginning.

All as shown on the Easement Plan. The easement described above as the Town Facilities Easement #2 to the benefit of the Town (SD&UA 2.3.3) contains 1,193 S.F. or 0.03 acres according to the Easement Plan.

9. Lot B Southerly Easement For The Benefit Of Lincoln (SD&UA 2.1.5):

Beginning at the northeastern point of the Lot "B" Southerly Easement for the benefit of Lincoln (SD&UA 2.1.5). The point of beginning is located at the northeastern corner of Lot "B" described above; thence,

Running N 84°13'04" W fifteen and 13/100 feet (15.13') to a point; thence,
Turning and running S 01°42'00" E one hundred fifty six and 82/100 feet (156.82') to a point; thence,
Turning and running S 62°09'28" W two hundred twenty one and 60/100 feet (221.60') to a point; thence,
Turning and running S 88°18'00" W one hundred forty nine and 01/100 feet (149.01') to a point; thence,
Turning and running S 01°42'00" E fifteen and 00/100 feet (15.00') to a point; thence,
Turning and running N 88°18'00" E one hundred thirty eight and 88/100 feet (138.88') to a point; thence,
Turning and running N 62°09'28" E two hundred forty nine and 60/100 feet (249.60') to a point; thence,
Turning and running N 01°42'00" W one hundred fifty seven and 52/100 feet (157.52') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Lot "B" Southerly Easement for the benefit of Lincoln (SD&UA 2.1.5) contains 6,637 S.F. or 0.15 acres according to the Easement Plan.

10. Gas Utility Easement – Alternate Location (SD&UA 2.1.4):

Beginning at the northeastern corner of the Gas Utility Easement – Alternate Location (SD&UA 2.1.4). The point of beginning is located two hundred ninety one and 17/100

feet (291.17') at a bearing of S 01°35'29" E from the southwestern corner of Lot "B" described above; thence,

Running S 89°43'17" W four hundred thirty five and 12/100 feet (435.12') to a point; thence,
Running along a curve to the right; said arc having a radius of five hundred two and 20/100 feet (502.20') and having a length of four hundred twelve and 93/100 feet (412.93') to a point; thence,
Running N 43°10'04" W sixty one and 74/100 feet (61.74') to a point; thence,
Turning and running S 46°49'56" W ten and 00/100 feet (10.00') to a point; thence,
Turning and running S 43°10'04" E sixty one and 74/100 feet (61.74') to a point; thence,
Turning and running along a curve to the left; said arc having a radius of five hundred twelve and 20/100 feet (512.20') and having a length of four hundred twenty one and 15/100 feet (421.15') to a point; thence,
Running N 89°43'17" E four hundred thirty five and 36/100 feet (435.36') to a point; thence,
Turning and running N 01°38'15" W ten and 00/100 feet (10.00') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Gas Utility Easement – Alternate Location (SD&UA 2.1.4) contains 9,142 S.F. or 0.21 acres according to the Easement Plan.

11. Gas Utility Easement – Default Location (SD&UA 2.1.4):

Beginning at a point in the northerly sideline of the Gas Utility Easement – Default Location (SD&UA 2.1.4). The point of beginning is located twenty eight and 41/100 feet at a bearing of S 52°33'10" E from the northwestern corner of Lot "B" described above; thence,

Running S 88°21'45" W sixty and 44/100 feet (60.44') to a point; thence,
Running along a curve to the left; said arc having a radius of five hundred five and 00/100 feet (505.00') and a length of fifty seven and 80/100 feet (57.80') to a point; thence,
Running S 81°48'17" W sixty four and 49/100 feet (64.49') to a point; thence,
Running S 36°48'17" W twenty and 16/100 feet (20.16') to a point; thence,
Running along a curve to the left; said arc having a radius of five hundred twenty four and 60/100 feet (524.60') and having a length of two hundred thirteen and 96/100 feet (213.96') to a point; thence,
Running S61°08'36" W two hundred eighteen and 03/100 feet (218.03') to a point; thence,
Running along a curve to the left; said arc having a radius of one thousand one hundred sixty five and 22/100 feet (1,165.22') and having a length of two hundred ninety one and 05/100 feet (291.05') to a point; thence,
Running S 46°49'56" W twelve and 21/100 feet (12.21') to a point; thence,

Turning and running N 43°10'04" W thirty and 00/100 feet (30.00') to a point; thence,
Turning and running S 46°49'56" W ten and 00/100 feet (10.00') to a point; thence,
Turning and running S 43°10'04" E forty and 00/100 feet (40.00') to a point; thence,
Turning and running N 46°49'56" E twenty two and 21/100 feet (22.21') to a point; thence,
Running along a curve to the right; said arc having a radius of one thousand one hundred fifty five and 22/100 feet (1,155.22') and having a length of two hundred eighty eight and 55/100 feet (288.55') to a point; thence,
Running N 61°08'36" E two hundred eighteen and 03/100 feet (218.03'); thence,
Along a curve to the right; said arc having a radius of five hundred fourteen and 60/100 feet (514.60') and having a length of two hundred fourteen and 29/100 feet (214.29') to a point; thence,
Running N 36°48'17" E twenty and 47/100 feet (20.47') to a point; thence,
Running N 81°48'17" E sixty and 35/100 feet (60.35') to a point; thence,
Running along a curve to the right; said arc having a radius of four hundred ninety five and 00/100 (495.00') and having a length of fifty six and 66/100 feet (56.66') to a point; thence,
Running N 88°21'45" E fifty and 44/100 feet (50.44') to a point; thence,
Turning and running S 01°38'15" E one hundred seventy and 05/100 feet (170.05') to a point; thence,
Turning and running S 24°08'15" E fifty and 40/100 feet (50.40') to a point; thence,
Turning and running S 01°38'15" E forty and 44/100 feet (40.44') to a point; thence,
Turning and running N 88°21'45" E ten and 00/100 feet (10.00') to a point; thence,
Turning and running N 01°38'15" W forty two and 43/100 feet (42.43') to a point; thence,
Running N 24°08'15" W fifty and 40/100 feet (50.40') to a point; thence,
Running N 01°38'15" W one seventy eight and 06/100 feet (178.06') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Gas Utility Easement – Default Location (SD&UA 2.1.4) contains 12,355 S.F. or 0.28 acres according to the Easement Plan.