

Upon Recording Return to

Lawrence F. Scofield, Vice President
First American Title Insurance Company
20 Burlington Mall Road
Burlington, MA 01803



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DECLARATION OF WASTEWATER EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

Berry Center, Lowell Street, No. Reading

THIS DECLARATION OF WASTEWATER EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS (this "Agreement") is made and entered into as of the
date of the last execution hereof, which date is the 14th day of February, 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 ("DCAM"), Lincoln North Reading LLC, a Delaware limited liability company
(together with its successors and assigns "Lincoln"), and the Town of North Reading,
Massachusetts, a municipal corporation of the Commonwealth of Massachusetts ("Town") (each
of the foregoing shall be referred to herein individually as a "Party" and sometimes collectively
as the "Parties");

W I T N E S S E T H :

WHEREAS, the Commonwealth is the owner of that certain tract of land (the
"Commonwealth Property") located on Lowell Road in North Reading, Massachusetts, as more
particularly described on Exhibit A attached hereto, which, together with the "Lincoln Property,"
as defined in the next paragraph, is collectively commonly known as the JT Berry Center
(collectively, the "Center" or "Site") and shown on the plan referenced in Exhibit B, both of
which Exhibits are made by this reference a part hereof; and

WHEREAS, the Commonwealth intends to convey certain portions of the Commonwealth Property following the subdivision thereof and, as a result, the benefits and burdens of this Agreement are intended to apply to such separately conveyed portions of the Commonwealth Property and to the Owners thereof, as well as the rest of the Site and the Owners thereof; and

WHEREAS, 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; and

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

WHEREAS, the LDA further authorized The Gutierrez Company to designate Lincoln Property Company, Southwest, Inc., or its nominee, to purchase and develop the Residential Phase; and

WHEREAS, the LDA further provided that The Gutierrez Company and the Commonwealth set aside a portion of the Site to be conveyed to The Gutierrez Company to be used for wastewater treatment, including for public wastewater treatment for the benefit of each of Lincoln Property Company, Southwest, Inc. and the Town of North Reading; and

WHEREAS, the Town is a municipal entity in the Commonwealth of Massachusetts, which has negotiated to control approximately half of the aggregate hydrogeologic groundwater disposal capacity of all of the Wastewater Disposal Fields (defined hereinafter) to be constructed at the Site; and

WHEREAS, by Deed from the Commonwealth to Lincoln of even date and recorded herewith, the Commonwealth has conveyed to Lincoln, an affiliate of Lincoln Property Company, Southwest, Inc., a certain tract of land located in North Reading, Massachusetts, located at 100 Lowell Road in North Reading and part of the Site (the "Lincoln Property"), which Lincoln Property is shown as Lot C on the plan referenced in Exhibit B and is more particularly described on Exhibit C, attached hereto and made a part hereof, for development of the Residential Phase; and

WHEREAS, the Wastewater Disposal Fields shall be located on the Commonwealth Property, and the Commonwealth has agreed to grant certain easements to the Town and Lincoln pursuant to this Agreement over and across the applicable portions of the Commonwealth Property in order that Lincoln and the Town may access and use the respective Wastewater Disposal Fields for disposal of treated wastewater; and

WHEREAS, the Commonwealth is also declaring the easements set forth herein to benefit and burden the applicable portions of the Commonwealth Property in order that each subdivided and conveyed portion thereof shall also be entitled to the benefit of the applicable Wastewater Disposal Field which will service such portions of the Commonwealth Property and in order that the Owners (as hereinafter defined) thereof shall enjoy the same rights as are granted to the Town and Lincoln; and

WHEREAS, Lincoln, the Town and the Owners of the portions of the Commonwealth Property shall each have the exclusive use of the respective Wastewater Disposal Fields designated on the Location Plan (as hereinafter defined) for the benefit of the Lincoln Property, the Town Property (as hereinafter defined) and the Commonwealth Property; and

NOW, THEREFORE, the Parties hereby declare that all of the land within the bounds of the Site, namely, both the Commonwealth Property and the Lincoln Property, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Site (including both the Commonwealth Property and the Lincoln Property) and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof. Further, in consideration of the premises, the promises and covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 “Connection Facility” shall mean a Party’s individual pipeline facility, constructed by or for such Party, connecting its individual Wastewater Treatment Plant (defined hereinafter) located on the parcel owned by such Party to such Party’s respective Wastewater Disposal Fields in the Wastewater Disposal Fields Easement Area.

Section 1.2 “MASS DEP” shall mean the Massachusetts Department of Environmental Protection.

Section 1.3 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title, or a tenancy of a ground lease having a term including options to extend of not less than 65 years at the outset, to any existing or subsequently created parcel which is a part of the Properties (as hereinafter defined), including without limitation any association of unit owners of any of the Properties hereafter submitted to condominium status,

but excluding those having such interest merely as security for the performance of any obligation.

Section 1.4 “Permits” shall mean the Groundwater Discharge Permits and Plan Approvals issued by the MASS DEP which authorize the construction and operation of the respective individual Wastewater Treatment Plant, Connection Facility and Wastewater Disposal Fields for each applicable Party.

Section 1.5 “Properties” shall mean and refer to the Commonwealth Property and the Lincoln Property.

Section 1.6 “Wastewater Disposal Fields Easement Area” or “WWDF Easement Area” shall mean the area where the subsurface wastewater disposal fields (each a “Wastewater Disposal Field” and collectively the “Wastewater Disposal Fields”) are to be constructed at the Commonwealth Property in the location shown on, and having the metes and bounds descriptions stated on, the location sketch (the “Location Plan”) and easement legal descriptions attached hereto as Exhibit D and incorporated herein by reference.

ARTICLE II EASEMENTS

Section 2.1 Definitions and Documentation. For the purposes of this Agreement, the following will apply:

(a) A Party granting or declaring an easement is called the “Grantor”, it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns.

(b) A Party to whom the easement is granted is called the “Grantee”, it being intended that the grant shall benefit and include not only such Party but its successors and assigns (including, without limitation, the Owners of portions of a parcel resulting from the

subdivision of the Commonwealth Property); although occupants and permittees shall not have rights under this Agreement, the Grantee may permit from time to time its occupants and permittees to use such easements; provided, however, that no such permission nor the subdivision of the dominant estate shall permit or result in a use of the easement in excess of the use as provided in this Agreement.

(c) The term "Building(s)" means the building(s) which has (have) been, will be or may be constructed on any of the Properties.

(d) The term "Improvements" means Building(s) and improvements existing on any parcel contained within the Properties (including, without limitation, any parcel resulting from the subdivision of a larger parcel) (each a "Parcel").

(e) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(f) The term "Party" means each of the Commonwealth, Lincoln and the Town, and "Parties" means the foregoing, as well as each successor Owner(s) acquiring the interest of a Party in or to any portion of such Party's Parcel. The term "Party" also includes each Owner of any subdivided portion of the Commonwealth Property.

(g) All easements granted herein are non-exclusive (unless otherwise designated as exclusive herein), shall run with the land, and are irrevocable and perpetual. Notwithstanding any other provision of this Agreement to the contrary, the Commonwealth, for itself and its successors and assigns as Owner of the Commonwealth Property (including, without limitation any future subdivided portion of the Commonwealth Property) covenants and agrees only to use the applicable portions of the Commonwealth Property upon which the

Wastewater Disposal Fields Easement Area or Connection Facility Easement Area (as hereinafter defined and as shown on Exhibit D) are located for purposes which are permitted from time to time by the MASS DEP, such as paved surface parking and drive lanes and associated landscaping, and not to construct, use or improve the WWDF Easement Area for buildings or other structures not associated with disposal of treated wastewater; provided, however, that, subject to the foregoing, the Commonwealth, or its successors or assigns as Owner of the Commonwealth Property or any future subdivided portion of the Commonwealth Property shall otherwise have the right to use, improve, develop and operate those portions of the Commonwealth Property lying within the Connection Facility Easement Area in any manner as the Commonwealth or any successor Owner of such Commonwealth Property shall deem appropriate, in its sole discretion. Notwithstanding any other provision of this Agreement to the contrary, the exercise of the right of the Owner of the Commonwealth Property to use the relevant easement area shall be subject to the following requirements (except as to paving and landscaping in the relevant Easement area, which shall be only be subject to requirements (4) and (7), below), all to be satisfied by the such successor Owner of the relevant portion of the Commonwealth Property at its sole cost and expense: (1) obtaining the prior, written approval of MASS DEP and obtaining and satisfying the conditions of all required permits and permit amendments applicable thereto from all applicable governmental authorities, including without limitation, assessing all hydrogeological conditions that will be affected by the proposed use or construction in question, (2) constructing the structures and buildings in question in compliance with all permits and all applicable Law and in a good and workmanlike manner, (3) providing the Owner of the benefited property with a reasonable, advance opportunity to review and comment on all submissions to governmental authorities, and to reimburse such benefited Owner

for the reasonable costs of such review and comment, (4) not causing any interruption in the continuous, uninterrupted use of all wastewater disposal facilities necessary for the use, occupancy and/or enjoyment of the benefited land and improvements thereon, (5) paying on an ongoing basis all increased costs of maintenance, repair, and permit and legal compliance reasonably attributable to the fact that the wastewater fields and facilities have been otherwise built upon or used by the burdened land owner, (6) documenting the use or construction of record, subject to advance review and approval from the benefited land Owner, which approval shall not be unreasonably withheld, conditioned or delayed, (7) not to cause or permit by the construction or use of in the applicable easement area any adverse effect on the use, occupancy or enjoyment of the benefited land, and (8) not to use, construct or improve any building or structure within the WWDF Easement Area other than paving and landscaping.

(h) All Easements (as hereinafter defined) herein shall be easements appurtenant and not easements in gross. The Easements granted to Lincoln under this Agreement shall be appurtenant to the Lincoln Property, and the Easements granted to the Town shall be appurtenant to all real property now or hereafter located within the township boundaries of the Town of North Reading that the Town elects shall have the benefit of this Agreement (referred to herein collectively as the "Town Property"). Similarly, upon the subdivision of the Commonwealth Property, the Easements granted and declared herein shall be deemed to benefit and burden, as applicable, each subdivided portion of the Commonwealth Property as appurtenant easements as aforesaid. The Easements granted herein shall not be relocated, except as otherwise herein provided. In the event that DCAM, or any successor Owner of any portion of the Commonwealth Property, determines in its sole discretion from time to time (but after having obtained any required consent from the MASS DEP) that there exists one or more

alternative locations on the Commonwealth Property for the location of any Wastewater Disposal Fields Easement Area and/or the Connection Facility Easement Area, and in the event the Commonwealth or any successor Owner of any portion of the Commonwealth Property determines in its sole discretion the alternative location(s) would best serve or facilitate the development of any portion of the Commonwealth Property, the Commonwealth or any successor Owner to the Commonwealth shall have the right to relocate the Wastewater Disposal Fields Easement Area and/or the Connection Facility Easement Area at its own cost and expense after giving all other Parties who enjoy easement rights therein at least ninety (90) days written notice of its intent to relocate the applicable easement area in conjunction with all applicable permits from the MASS DEP. Notwithstanding any other provision of this Agreement to the contrary, the exercise of such right of relocation shall be subject to the following requirements, all to be satisfied by the Commonwealth or such successor Owner of the relevant portion of the Commonwealth Property who intends to cause the relocation to occur, at its sole cost and expense: (1) obtaining the prior, written approval of MASS DEP and satisfying the applicable conditions of all required permits and permit amendments from all applicable governmental authorities, including without limitation, assessing all hydrogeological conditions that will be affected by the relocation, (2) constructing the relocated fields and facilities in compliance with all permits and all applicable Law and in a good and workmanlike manner, (3) providing the Owner of the benefited property with a reasonable, advance opportunity to review and comment on all submissions to governmental authorities, and to reimburse such benefited land Owner for all reasonable costs of such review and comment, (4) decommission the former, relocated fields and facilities in accordance with all applicable permits and all applicable laws, (5) paying on an ongoing basis all increased costs of maintenance, repair, and permit and legal compliance

reasonably attributable to the fact that the fields and facilities have been relocated or the relocated location, (6) documenting the relocation of record, subject to reasonable advance review and approval of the benefited land Owner, which approval shall not be unreasonably withheld, conditioned or delayed, (7) not causing any interruption in the continuous, uninterrupted use of all wastewater disposal facilities necessary for the use, occupancy and/or enjoyment of the benefited land and improvements thereon, and (8) obtaining any subordinations of any mortgages, easements, restrictions or other like liens in order to maintain the priority of the Easements benefiting the benefited land against other encumbrances.

(i) In the event a Party transfers or conveys a portion of its Parcel, those easements granted under this Article 2 which benefit or burden the remainder of the Parcel not transferred or conveyed shall continue to benefit or burden the portion of the Parcel not so transferred or conveyed, and those easements granted under this Article 2 which benefit or burden the portion so transferred or conveyed shall continue to benefit or burden the portion so transferred or conveyed. In addition, in the event any conveyance results in the addition of an additional Party (including, without limitation, as a result of the conveyance of a subdivided portions of the Commonwealth Property), the other Parties shall, if possible, be notified of such fact at their last known address of record and the granting of such status as a "Party" shall be recorded in the Middlesex Registry of Deeds (North and South Registry Districts).

(j) All Easements granted hereunder shall exist by virtue of this Agreement, without the necessity of confirmation by any other document. The Easements granted herein may be terminated by the Commonwealth as to any Party in the event that the Massachusetts Water Resources Authority ("MWRA") determines that sewer service shall be extended to the Center, and the property of the Party whose rights are to be determined is connected to the

MWRA system for the disposal of wastewater from said property. Upon the termination of any Easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document; provided, however that the Party responsible for such termination or release shall give prior notice of such action to the MASS DEP, and notice of termination shall be recorded in the Middlesex County Registry of Deeds. However, upon the request of a Party, the other Parties will sign and acknowledge a document confirming and memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any Easement, if the form and substance of the document is approved by the other Parties.

(k) Easements for Connection to and Use of the Wastewater Disposal Fields

Easement Area. The Commonwealth (as Grantor) hereby declares and grants to itself and to both Lincoln and the Town (each as a separate Grantee) an easement, in the locations shown as the respective "Connection Facility Easement Areas" on, and having the metes and bounds descriptions stated on the Location Plan and the Connection Facility Easement Legal Descriptions attached as Exhibit D and incorporated herein by reference, to construct, reconstruct, repair, maintain, use, operate and replace wastewater disposal pipes, vaults, pits, manholes, valves and other facilities and related electrical and data wires, for the purpose of connecting treated wastewater flows from each Grantee's respective Wastewater Treatment Plant to each Grantee's respective Wastewater Disposal Fields in the Wastewater Disposal Fields Easement Area, each such Grantee's Wastewater Disposal Fields being in the location(s) set forth on the Location Plan attached hereto as Exhibit D, together with the right and easement to access such Wastewater Disposal Fields and to discharge treated sanitary sewage in accordance

with the groundwater discharge permit granted by MASS DEP only into such Grantee's Wastewater Disposal Fields, as more particularly described in Section 2.2 of this Agreement, utilizing each Party's individual Connection Facility (collectively the foregoing easements, including without limitation the easements described in Section 2.2 and referred to above, with respect to each Grantee separately shall be referred to herein as the "Easement"). The aforesaid declaration and easement grant of the Commonwealth as it applies to the Commonwealth Property shall extend the benefits of the Easements granted in this section to portions of the Commonwealth Property which now or hereafter utilize the same as such portions are conveyed to a third party. At the time of the construction of its individual Connection Facility, each of the Commonwealth, Lincoln and the Town, shall, at its sole cost and expense, construct a shut off valve ("Shut Off Valve") at or near the point at which treated effluent leaves a given Party's Wastewater Treatment Plant or other location acceptable to MASS DEP, and not in the WWDF Easement Area, that will enable each of the Commonwealth, the Town and Lincoln to be individually shut off from its respective Wastewater Disposal Fields without interfering with the use by any of the other Parties of their respective Wastewater Disposal Fields. The design, location, and construction of such Shut Off Valves shall be approved, to the extent required by applicable "Law" (as defined below in Section 3.1), by the MASS DEP. Each of Lincoln and the Town agree to use due care in the exercise of the Easement rights granted hereunder, and the Commonwealth (or the other applicable Owner) similarly agrees to use due care in its use of the Commonwealth Property and the Wastewater Disposal Fields separately serving the Commonwealth Property. With respect to the above, each of the Parties covenants and agrees that its exercise of its Easement rights or in the case of the Commonwealth its use of the Commonwealth Property and the Wastewater Disposal Fields separately serving the

Commonwealth Property (A) shall not result in damage or injury to any Property or Buildings thereon (other than Buildings or those improvements prohibited on or above a WWDF Easement Area by a burdened land Owner, which shall be governed by Section 2.1(g)), any wastewater treatment plant directing treated wastewater to any Wastewater Disposal Fields (each a "Wastewater Treatment Plant"), Connection Facility, or other Improvements of any Party, or any successors, assigns, ground lessees, tenants or licensees of any Party, or the occupants of the Residences at Martins Brook, and shall not interfere with or interrupt the use of the Connection Facility Easement Areas or Wastewater Disposal Fields Easement Area by any other Party or the business operations lawfully conducted by any Party or any successors, assigns, ground lessees, tenants or licensees of any Party or the use and occupancy of any occupant of, the Residences at Martins Brook, (B) shall not exceed the total allocated effluent disposal capacity of its respective Wastewater Disposal Fields as provided in Article 2.2 of this Agreement, (C) shall comply (i) with all Law applicable to the effluent handled by its respective Wastewater Treatment Plant and disposed of at its Wastewater Disposal Fields, and (ii) with all operating constraints and other system requirements, including without limitation any conditions or limitations set forth in the Permits (collectively, "Operating Requirements") applicable to its respective Wastewater Treatment Plant, Connection Facility and Wastewater Disposal Fields. In addition, following construction of the Connection Facility and Wastewater Disposal Fields by each party, each such Party, at its sole cost and expense, shall promptly repair, replace or restore (i) its Connection Facility and (ii) any and all Improvements on the Wastewater Disposal Fields Easement Area which have been damaged or destroyed in the exercise by such Party of its rights and shall to the fullest extent permitted by law defend, indemnify and hold the other Parties harmless from and against all liens, losses, liabilities, costs or expenses, penalties or claims (including reasonable

attorneys' and consultants' fees) incurred in connection with or arising out of such Party's exercise of its rights, except to the extent occasioned by the negligent or wrongful act or omission or willful misconduct of the Party otherwise indemnified.

Section 2.2 Wastewater Disposal Fields Easement Area Capacity; Monitoring. Each of the Commonwealth (and the applicable Owners acquiring any portion of the Commonwealth Property), the Town, and Lincoln shall have the right to construct, reconstruct, repair, maintain, use, operate and replace its individual Wastewater Disposal Fields with a maximum initial design disposal capacity as approved by the MASS DEP of the applicable number of gallons per day allocated thereto as set forth on Exhibit E ("Initial Allocation Amount"), subject to conditions (a) through (d) outlined under "Expansion" later in this Section 2.2, and each of Lincoln, the Town and any other applicable party or Owner shall have an Easement for the same on Lot A of the Commonwealth Property, together with an Easement for installation, reconstruction, repair, maintenance, use, operation, replacement and sampling of all monitoring wells required by MASS DEP Permits, and further together with an Easement for access to all of the foregoing. The Parties agree that all of the potential Wastewater Disposal Fields in the aggregate have been found by the MASS DEP to have a maximum aggregate design disposal capacity of 225,000 gallons per day (the "Overall Maximum Disposal Capacity") and, accordingly, that the total of all Initial Allocation Amounts equals the Overall Maximum Disposal Capacity. The Parties agree that two or more of the Parties (including, without limitation, any successor Owner of any portion of the Commonwealth Property) may agree to reallocate among themselves any portion of their Initial Allocation Amounts and/or Initial Pro Rata Shares (as that term is defined in Section 4.2 below) subject in all cases to the Overall Maximum Disposal Capacity, provided that such Parties comply with the prior written notice and recordation requirements set forth in the

second sentence of Section 4.7 with respect to such reallocation and with the requirements pertaining to construction on the Commonwealth Property recited in this Agreement. If any Party desires at any time to increase the then-existing constructed design inflow to its Wastewater Disposal Fields from its Property, but in all cases only up to the Initial Allocation Amount for such Wastewater Disposal Fields (as the Initial Allocation Amount may have been increased by any reallocation agreement agreed to by any other Party), such Party seeking to increase constructed design capacity shall, at its sole cost and expense, have the right to expand the then-existing constructed design capacity ("Expansion Capacity") of its Wastewater Disposal Fields and, to the extent necessary, the Connection Facility, provided that any such increase/expansion (an "Expansion") (a) shall be done in a good workmanlike manner and in compliance with all applicable Law; (b) shall be constructed by a contractor and pursuant to plans approved by MASS DEP, and approved by the successor to the Commonwealth as Owner (if any at the time) of the affected Parcel (such approval by such successor to the Commonwealth not to be unreasonably withheld, conditioned or delayed), and the Commonwealth shall be deemed to have granted such temporary construction easements (each a "TCE") as may be reasonably necessary to carry out such expansion, in form and substance; (c) shall be carried out in a manner that maintains the full operation of the other Parties' Wastewater Disposal Fields as then planned, proposed or constructed; and (d) shall not materially adversely interfere with the operation of ongoing businesses, if any, at the Commonwealth Property. The Commonwealth hereby grants to Lincoln a TCE for the construction of the same in the portion of the WWDF Easement Area that is Lincoln's Wastewater Disposal Fields, and in Lincoln's Connection Facility Easement Areas, and a further area 20 feet in width on all sides of each of Lincoln's WWDF Easement Area and Lincoln's Connection Facility Easement Area, for a period of thirty-

six (36) months commencing on the date hereof and otherwise on the terms set forth as (i) through (iv), and (vi), in the next sentence. Any TCE granted by the Commonwealth shall provide at a minimum that (i) the grantee under the TCE shall to the fullest extent permitted by law indemnify and hold harmless the Commonwealth and the Commonwealth's tenants, ground lessees, licensees and invitees from and against any loss, cost or damage resulting from the TCE and said grantee's exercise of its rights thereunder, including all reasonable legal fees and court costs incurred in connection with any such matter; (ii) in addition to the insurance required pursuant to Section 4.9 hereof, the grantee under the TCE shall at all times maintain commercially reasonable amounts of construction insurance and shall provide the Commonwealth proof of reasonable insurance prior to the commencement of any work; (iii) the grantee under the TCE agrees that any areas that are disturbed shall be secured and protected to avoid potentially dangerous conditions and any disturbed area shall be repaired and restored in a neat, clean and safe manner as soon as possible after the completion of construction to the condition that existed prior to the grantee's work, including, without limitation, any landscaping, seeding or paving that may be required to restore the area to its original condition; (iv) the grantee under the TCE shall not materially modify the plans or expand the work in connection with any TCE without the prior written approval of the Commonwealth, which shall not be unreasonably withheld, conditioned or delayed; (v) the construction contemplated by any TCE shall not materially adversely interfere with ingress and egress to and from the Commonwealth Property, nor materially adversely interfere, other than on a temporary basis, with the parking area servicing the Commonwealth, its tenants, ground lessees, licensees and invitees; and (vi) the grantee under the TCE shall use diligent efforts in completing all construction activities on the Commonwealth Property. To the extent parking is materially adversely interfered with on a

temporary basis, the Party creating such temporary interference shall provide alternative parking arrangements mutually and reasonably satisfactory and agreeable to that Party and the Commonwealth. All references to the Commonwealth in the foregoing provision with respect to protections to be provided to the Commonwealth shall also benefit the subsequent Owners of the Commonwealth Property. Notwithstanding anything to the contrary contained herein, the Commonwealth makes no representation regarding the Expansion Capacity of the Connection Facility or the ability to expand the Wastewater Disposal Fields beyond the Initial Allocation Amounts and shall have no obligation, except as expressly set forth herein, to provide additional easement rights to accommodate any proposed expansion of the Wastewater Disposal Fields beyond the Initial Allocation Amounts.

Section 2.3 No Barrier. No barriers, fences, grade changes or other obstructions shall be erected by Grantor so as to unreasonably restrict or interfere with the use and enjoyment by any of the Parties of the Easements created by this Article II.

ARTICLE III

CONSTRUCTION

Section 3.1 Connection Facility and Wastewater Disposal Fields. Each of the Commonwealth, Lincoln and the Town shall construct at its expense its individual Connection Facility and Wastewater Disposal Fields in those locations on the Commonwealth Property shown on Exhibit D, and shall construct its Wastewater Treatment Plant and all associated pipelines and facilities, wherever else located, all in a good workmanlike manner and in accordance with all applicable laws, including without limitation, obtaining all necessary permits and approvals required in connection therewith (collectively, "Law"). Each Party's obligations under this Section 3.1 shall be deemed satisfied in full upon the submission by each Party to the

other Parties (or the recording of same in the Middlesex County Registry of Deeds – Southern District and Northern District) of a written certification by a Professional Engineer who is registered in the Commonwealth of Massachusetts stating that the Party’s Connection Facility and Wastewater Disposal Fields were constructed in accordance with the permits and approvals of the MASS DEP therefor (the “Completion Certificate”). For the avoidance of doubt, all of the Parties hereto acknowledge and agree (i) that although each Party will use reasonable commercial efforts to enforce construction warranties provided by contractors constructing its Connection Facility and Wastewater Disposal Fields (“Contractor Warranties”), no Party is making any independent warranty of performance or any other warranty of any kind or nature whatsoever regarding its Connection Facility and Wastewater Disposal Fields or the construction thereof, and (ii) that from and after the issuance of the Completion Certificate and the expiration of any applicable express warranty period provided by the contractor, all costs and expenses associated with the repair, maintenance, operation and any upgrades required by applicable laws shall be governed by Section 4.1 and 4.2 hereof.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Maintenance, Repair and Operation. Each Party at its own cost and expense shall be responsible for the operation, maintenance, repair (including without limitation the replacement of capital equipment) and upgrades required by applicable Law to its Connection Facility, Wastewater Treatment Plant and Wastewater Disposal Fields in order to keep and maintain same in good working order, condition and repair and in compliance with all applicable Law, including all costs of groundwater monitoring and effluent sampling analysis,

and all costs of bonding or other financial assurances required by the MASS DEP, for such Party's own Wastewater Treatment Plant, Wastewater Disposal Fields and Connection Facility.

Section 4.2 Shared Costs; No Real Estate Taxes. One Party shall always be the "Common Monitoring and Billing Party" or "CMBP." The other Parties shall reimburse the CMBP a percentage, as further specified in Exhibit E attached hereto and incorporated herein by reference (the "Initial Pro Rata Share") of the total cost of all reasonable costs associated with groundwater monitoring, including the installation, repair, maintenance, replacement and sampling of same, as required by the Permits ("Operation Costs") (but not including any such costs arising from the initial construction and/or installation of a given Wastewater Disposal Field, including without limitation the removal and replacement, or relocation, of common or shared groundwater monitoring wells, which shall be the sole cost and expense of the Party constructing or installing such Field.) The CMBP shall promptly deliver all results of groundwater monitoring well sampling tests to all Parties, the CMBP acknowledging the same are necessary for each Party's compliance with its Permit from MASS DEP. Lincoln shall be the initial CMBP and shall continue to be the CMBP until a successor to the Commonwealth as Owner of the portion of Lot A encumbered by the WWDF Easement Area exists and either such successor Owner or Lincoln notifies all Parties in writing that such successor Owner shall become the permanent CMBP, effective on the first day of the month at least 90 days after such written notice is given. The Town acknowledges and agrees that the Town shall be solely responsible for any and all pollution resulting from the Town's use of its Easements under this Agreement, including without limitation, any release of oil or hazardous materials that pass through the Town's Wastewater Treatment Plant and come to be located on the Commonwealth Property, as a matter of contract, as well as a matter of applicable State and Federal statute and

other Law, and for all costs and expenses of remediating the same to the fullest extent provided by applicable Law ("Remediation Costs"). Upon the completion of the Town's Wastewater Disposal Fields in accordance with its TCE and the commencement of operation of the Town's Connection Facility, the Town shall provide evidence of the placement of and payment of premium for an environmental pollution legal liability insurance policy to the extent reasonably determined to be appropriate or desirable by the Commonwealth, and the Town shall thereafter maintain such policy, or a similar, reasonably commercially available policy, in full force and effect for as long as the Town discharges wastewater to its WWDF Easement Area, unless otherwise approved by the Commonwealth or all of its successors as Owner(s) of the affected Parcel(s). The Parties understand and agree that the value of any Party's Wastewater Treatment, Wastewater Disposal Fields or Connection Facility is inextricably part of the value of the Party's Buildings and Improvements which require the Wastewater Treatment, Wastewater Disposal Fields and/or Connection Facility for legal and proper disposal of wastewater, and accordingly, in order to simplify the arrangements among the Parties of this Agreement, in the event that real property taxes or personal property taxes are assessed directly on the Wastewater Treatment, Wastewater Disposal Fields or Connection Facility, each Party shall be responsible for its proportionate share of such taxes, and to the fullest extent permitted by law, each of the Parties agrees to cooperate with any other Party on any application for abatement and any prosecution of abatement of these taxes filed by any Party.

Section 4.3 Billing Rights. The CMBP shall bill each of the Parties (monthly, quarterly, semi-annually or annually, as the CMBP shall determine) for its share of the Operation Costs. The Commonwealth shall bill the Town the Remediation Costs reasonably incurred by the Commonwealth, if any, as applicable (as set forth in Section 4.2 above). If any Party fails to

pay to the CMBP its share of the Operation Costs, or if the Town fails to pay Remediation Costs (in reasonable amounts, if reasonably incurred by the Commonwealth) to the Commonwealth, as applicable, within thirty (30) days after receipt of billing therefor, interest on the unpaid amount shall accrue at the rate of 18% per annum. If any outstanding amount, plus interest, is not paid to the applicable billing Party (that is, either the CMBP for Operation Costs or the Commonwealth for Remediation Costs) within ninety (90) days after billing therefor ("Past Due Amount"), (i) such billing Party shall have the right to impose a lien on the Property of the defaulting Party, such lien to be effective on the date of the recording of a notice of lien (the "Notice Date") setting forth the Past Due Amount thereof, and which lien shall be subordinate to all matters of record which were recorded prior to the Notice Date, and (ii) such billing Party shall have the right to collect any attorneys' fees associated with any collection action for the Past Due Amount plus a penalty equal to double the Past Due Amount determined to be owed to such billing Party.

Section 4.4 Estoppel Certificates. Each Party shall upon not less than thirty (30) days after receipt of written notice from the other Party execute and deliver to such other Party a certificate in recordable form stating that (i) either this Agreement is unmodified and in full force and effect or is modified (and stating the modification); (ii) whether or not to the best of its knowledge the other Party has failed to timely pay Operation Costs then due; (iii) whether or not to the best of its knowledge the other Party is in default in any respect under this Agreement and if in default, specifying such default; and (iv) such matters as are customarily required in such a certificate.

Section 4.5 Perpetuity of Agreement; Touch and Concern the Land. The easements, covenants, conditions, restrictions and agreements contained herein binding and benefiting the Parties shall be deemed to be perpetual and shall be construed to run with the land, including,

without limitation, in connection with any subdivision of the land constituting the Commonwealth Property from time to time by the Commonwealth or any successor Owner of any portion of the Commonwealth Property. As portions of the Commonwealth Property are subdivided, each subdivided portion (a "Subdivided Tract") shall be deemed subject to and benefited by this Agreement, and at such time as any such Subdivided Tract is conveyed, transferred or assigned by the Commonwealth to a successor Owner (a "Purchaser"), the Parties shall enter into a supplement to this Agreement detailing the rights and benefits of the Subdivided Tract and how said Subdivided Tract shall be burdened by the easements described herein and shall share in the Initial Allocation Amount allotted to the Commonwealth pursuant to this Agreement.

Section 4.6 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by overnight delivery by a nationally recognized courier (signed receipt requested), by hand (signed receipt requested), or by the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being notified at the address on Schedule 4.6 (or such other addresses and/or additional addressees which any Party may designate from time to time hereafter by written notice to the other parties). Notices sent hereunder in accordance with the terms hereof shall be deemed to have been received upon the date of the first to occur of (i) receipt, (ii) refusal, or (iii) first attempted delivery.

Section 4.7 Assignment. The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees under ground leases with a term, including options to extend, of not less than 65 years at the outset; provided, however, such assignment shall not relieve any Party from its obligations hereunder (i.e., such Party will have to look to its ground lease as to the obligations of its lessee, but shall continue to be obligated to the

other Parties pursuant to this Agreement). Any Owner assigning its rights hereunder to such a ground lessee shall prior to the effective date of the assignment (i) provide written notice of such assignment to the other Parties to this Agreement in accordance with Section 4.6 and to the MASS DEP, and (ii) record notice of such assignment in the Registry of Deeds of Middlesex County, Massachusetts.

Section 4.8 Limitation of Liability. Any person acquiring fee or ground leasehold title (of at least 65 years duration as aforesaid) to the Commonwealth Property or Lincoln Property or any portion thereof, shall be bound by this Agreement only as to the Parcel or portion of the Parcel acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or ground leasehold owner of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or ground leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer which, if the same remains unpaid, shall be subject to the interest accrued and lien provisions of Section 4.2 of this Agreement.

Section 4.9 Insurance; Indemnification; Waiver of Subrogation. Lincoln, the Town, and all successors to the Commonwealth as Owners of the Commonwealth Property, will at all times maintain or cause to be maintained with respect to its Connection Facility and Wastewater Disposal Fields: (i) casualty insurance against loss or damage by fire, lightning and other risks customarily covered by an all-risks policy of property and casualty for the full replacement cost of its Connection Facility and Wastewater Disposal Fields, and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about its Connection Facility and Wastewater Disposal Fields with a combined single limit coverage of not less than Five Million and No/100 Dollars

(\$5,000,000.00) with respect to any one person, in the amount of One Million and No/100 Dollars (\$1,000,000.00) with respect to any one accident or disaster, and in the amount of Two Million and No/100 Dollars (\$2,000,000.00) with respect to property damage. Each Party shall, on an annual basis, furnish a statement to the MASS DEP and to the other Parties confirming that it is in compliance with the financial assurances set forth in this Section 4.9. To the extent not covered by the insurance policies described above, each Party (the "Indemnitor") will pay, and indemnify and save harmless the other Parties (the "Indemnitee") from and against, all liabilities, liens, mechanics' liens, losses, damages, costs, expenses (including attorneys' and consultants' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from, in any way, the construction, use, operation and/or maintenance of the Party's Wastewater Disposal Fields (other than those arising from the negligence or willful misconduct of the Indemnitee or its tenants, licensees, invitees, customers, agents, contractors or employees) and from any injury to or death of a person or loss of or damage to property caused by the negligent act or omission or willful misconduct of such Indemnitor or any of his tenants, licensees, invitees, customers, agents, contractors or employees in exercising their rights.

Section 4.10 Compliance with Law; Easement to MASS DEP. Each Party shall cause any and all effluent discharged from such Party's Parcel to its Wastewater Disposal Fields in the Wastewater Disposal Easement Area to be in compliance with all applicable Law and this Agreement, and shall to the fullest extent permitted by law indemnify, defend and hold harmless the other Parties from any damage, fines or penalties caused by or arising from such breach of all applicable Law or this Agreement. The Parties hereby grant to MASS DEP an easement for MASS DEP, its agents, contractors and employees to enter upon the Site to access the Wastewater Disposal Fields, the Connection Facilities and the Wastewater Treatment Plants, as

applicable, of the Parties, including without limitation all related groundwater monitoring wells, for purposes of monitoring, inspecting, sampling, repairing and/or otherwise performing remediation work, all to the extent necessitated by a wastewater emergent condition in any area associated with the relevant wastewater discharge system. MASS DEP shall give notice to the Parties prior to exercising its easement rights under this Section 4.10.

Section 4.11 Term and Enforcement. The easements, restrictions and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land, and shall inure to the benefit of and be binding upon the Parties, their heirs, executors, administrators, successors, successors-in-title and assigns as Owners, including any ground lessee under a ground lease of at least 65 years initial term. Said easements, restrictions and obligations shall be unaffected by any change in the ownership of any property covered by this Agreement or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Each of the rights created hereunder may be enforceable in a court of equity by the Owner of any Property covered by this Agreement; however, enforcement hereunder shall be sought solely against the then Owner of the Property or of the Parcel alleged to be in default.

Section 4.12 Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 4.13 Recordation. The Parties agree that they shall, within thirty (30) days of the execution of this Agreement by all of the Parties, record this Agreement with the Middlesex County Registry of Deeds.

Section 4.14 Mediation. All Parties agree to submit all disputes under this Agreement to non-binding mediation by REBA ADR for a period of 30 days before any Party seeks relief from a Court (other than injunctive relief which may be sought immediately).

Section 4.15 Cooperation. At any time, and from time to time, upon request by a Party (including, without limitation, any successor Owner of any portion of the Commonwealth Property), the other Parties shall, at the expense of the requesting Party, make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates and other documents as may, in the reasonable opinion of such requesting Party be necessary or desirable in order to amend, complete, or continue and preserve the Easements herein granted subject in all cases to mutual agreement of the Parties which shall not be unreasonably withheld.

Section 4.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 4.17 This Agreement shall be enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 4.18 The Parties hereto acknowledge and agree that nothing in this Agreement shall be deemed to require the Commonwealth, for so long as it is the owner of the Commonwealth Property, to undertake any construction or other action or to incur any expense for which no appropriation has been made.

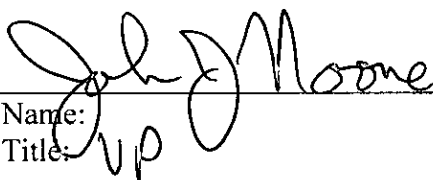
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, as a sealed Massachusetts instrument, as of the day and year first written above.

LINCOLN:

LINCOLN NORTH READING, LLC, a Delaware limited liability company

By: Lincoln Property Company No. 2027 Limited Partnership, a Texas limited partnership, its Manager

By: Lincoln No. 2027, Inc., a Texas corporation, its General Partner

By: 
Name: _____
Title: _____

TOWN:

TOWN OF NORTH READING, a municipal corporation of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen

By: [Signature]
Name: _____
Its: Selectmen

By: _____
Name: _____
Its: _____

By: [Signature]
Name: _____
Its: Selectman

By: [Signature]
Name: _____
Its: Selectman

By: [Signature]
Name: _____
Its: Selectman

By: [Signature]
Name: _____
Its: Selectman

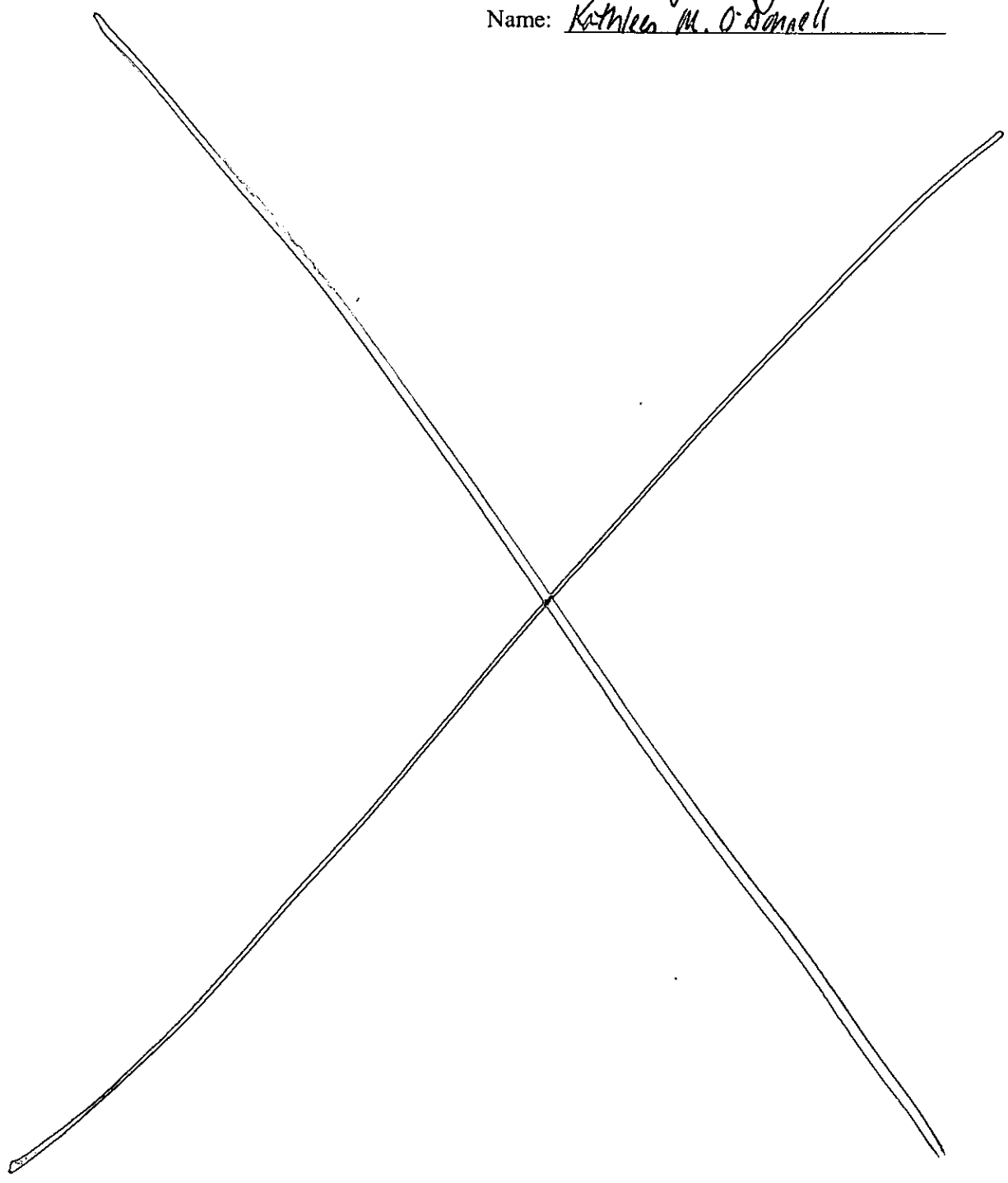
TOWN OF NORTH READING, by its DPW Director, pursuant to Article 3 adopted at the April 4, 2005 Town Meeting

By: [Signature]
Name: David P. Hadden

Approved as to Form:

Kathleen M. O'Donnell
Town Counsel

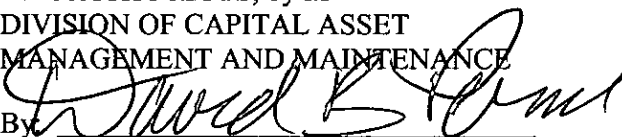
Name: *Kathleen M. O'Donnell*



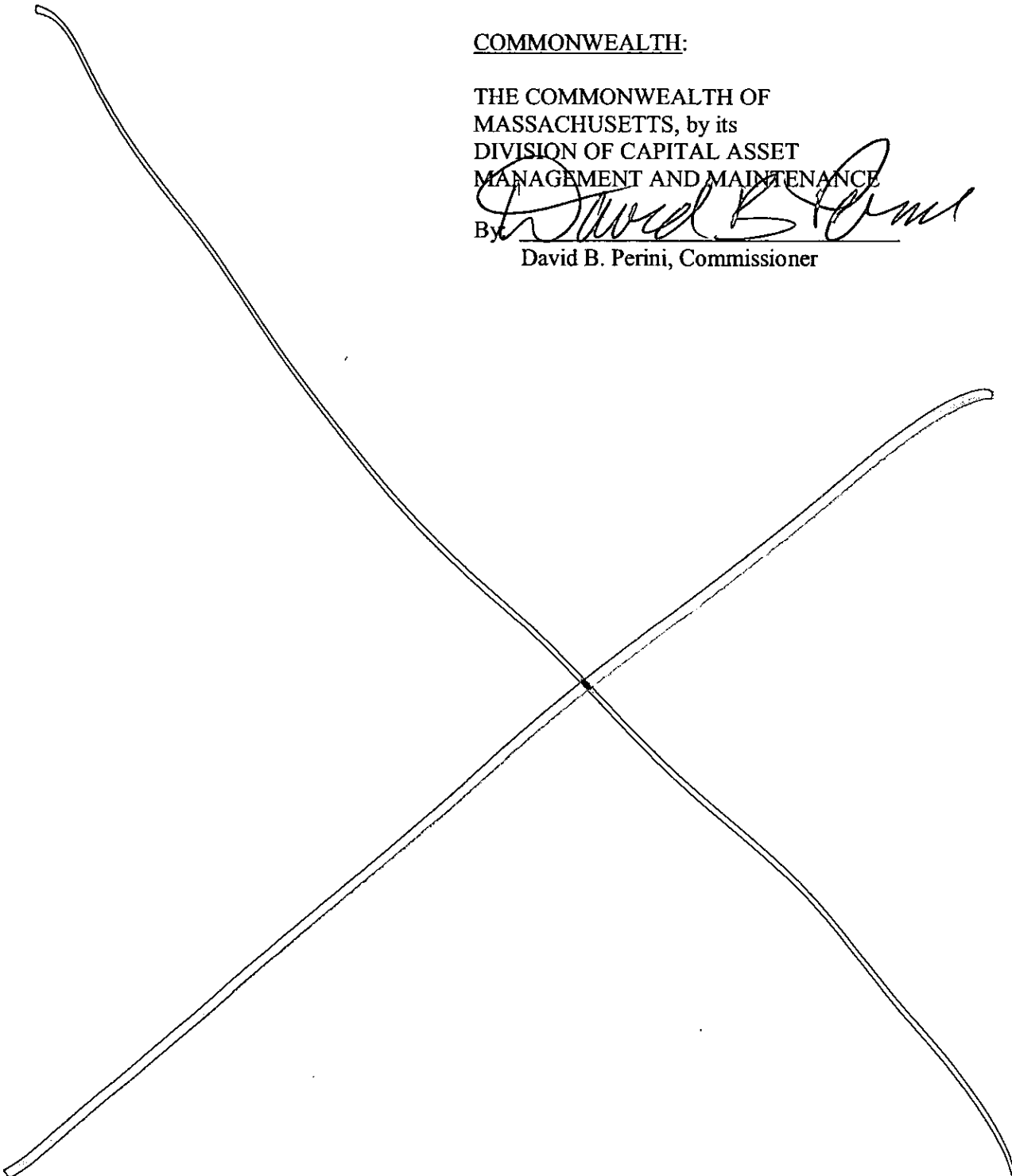
COMMONWEALTH:

THE COMMONWEALTH OF
MASSACHUSETTS, by its
DIVISION OF CAPITAL ASSET
MANAGEMENT AND MAINTENANCE

By



David B. Perini, Commissioner

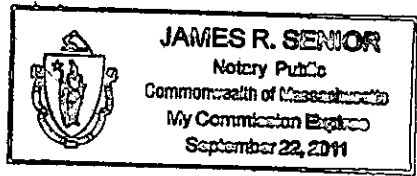


COMMONWEALTH OF MASSACHUSETTS
County of MIDDLESEX, ss:

On this 22nd 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 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 person in his / ~~her~~ representative capacity for THE TOWN OF NORTH READING

James R. Senior
Notary Public
My commission expires: 9/22/2011

[Seal]

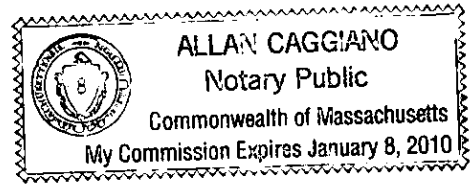


COMMONWEALTH OF Massachusetts
County of Suffolk, ss:

On this 25th day of January, 2007, before me, the undersigned notary public,
personally appeared John Noone, 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 person in his / her representative capacity for Lincoln No 2027 Inc.

[Seal]

Allan Caggiano
Notary Public
My commission expires:



COMMONWEALTH OF Mass
County of Suffolk, ss:

On this 14th day of February, 2007, before me, the undersigned notary public,
personally appeared David V. Geronzi, 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 person in his / her representative capacity for Commissioner of DCAM.

[Seal]

Gail Ann Atkinson
Notary Public
My commission expires: Sept 13, 2011



SCHEDULE 4.6

Initial Notice Addresses

If to Lincoln:

Lincoln North Reading LLC
c/o Lincoln Property Company Southwest, Inc.
1155 Herndon Parkway, Suite 100
Herndon, VA 22070

Together with a copy to the on-site leasing / management office at the Lincoln Property.

If to Town:

Town of North Reading
Town Hall
235 North Street
North Reading, MA 01864
Attn: DPW Director

Together with a copy to the Attention of the Town Administrator at the same address.

If to the Commonwealth:

Commissioner
Division of Capital Asset Management
One Ashburton Place, 15th fl.
Boston, MA 02108

with a copy to:

General Counsel
Division of Capital Asset Management
One Ashburton Place, 15th floor
Boston, MA 02108

and so long as the LDA is in effect, with a further copy to:

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

LIST OF EXHIBITS

- | | |
|------------------|---|
| <u>Exhibit A</u> | Description of Commonwealth Property |
| <u>Exhibit B</u> | Site Description |
| <u>Exhibit C</u> | Description of Lincoln Property |
| <u>Exhibit D</u> | Location Sketch of and Easement Legal Descriptions
For WWDF Easement Area and Wastewater Disposal Fields
And Connection Facility Easement Areas |
| <u>Exhibit E</u> | Initial Allocation Amount and Initial Pro Rata Share |

EXHIBIT A

Description of Commonwealth Property

Lot A and Lot B shown on 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.

EXHIBIT B

Site Description

All of the Lots (being Lot A, Lot B and Lot C) shown on 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.

EXHIBIT C

Description of Lincoln Property

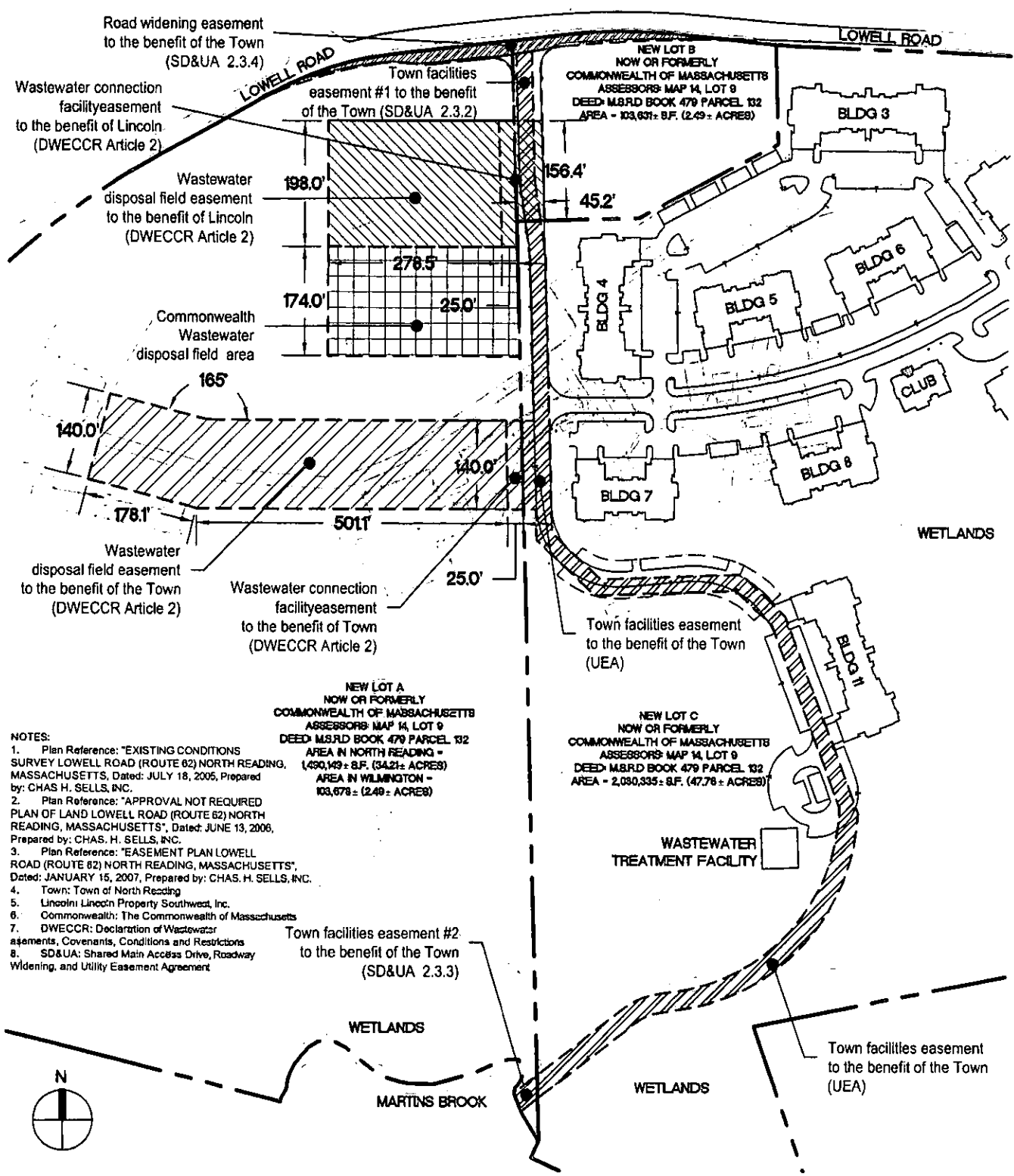
Lot C shown on that certain plan entitled "Approval Not Required Plan of Land" prepared by Chas. H. Sells, Inc. dated June 13, 2006 and endorsed by the North Reading Community Planning Commission on June 20, 2006, recorded herewith.

EXHIBIT D

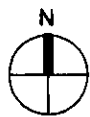
Sketch Location Plan of and Legal Descriptions for:
Wastewater Disposal Fields and WWDF Easement Area
and
Connection Facility Easement Areas

(Note, for the sake of legibility and clarity, all Legal Descriptions are made with respect to that certain separate plan entitled "~~DWECOR~~" Easement Plan, ~~JT Berry Center~~, North Reading, Mass." prepared by Chas H. Sells, Inc., Dated ~~January 15, 2006~~ and recorded herewith.)

Lowell Road
(Route 62)



- NOTES:**
1. Plan Reference: "EXISTING CONDITIONS SURVEY LOWELL ROAD (ROUTE 62) NORTH READING, MASSACHUSETTS, Dated: JULY 18, 2006, Prepared by: CHAS. H. SELLS, INC.
 2. Plan Reference: "APPROVAL NOT REQUIRED PLAN OF LAND LOWELL ROAD (ROUTE 62) NORTH READING, MASSACHUSETTS", Dated: JUNE 13, 2006, Prepared by: CHAS. H. SELLS, INC.
 3. Plan Reference: "EASEMENT PLAN LOWELL ROAD (ROUTE 62) NORTH READING, MASSACHUSETTS", Dated: JANUARY 15, 2007, Prepared by: CHAS. H. SELLS, INC.
 4. Town: Town of North Reading
 5. Lincoln Lincoln Property Southwest, Inc.
 6. Commonwealth: The Commonwealth of Massachusetts
 7. DWECCR: Declaration of Wastewater easements, Covenants, Conditions and Restrictions
 8. SD&UA: Shared Main Access Drive, Roadway Widening, and Utility Easement Agreement



 1000 Massachusetts Avenue Cambridge, MA 02138	Sketch Location Plan		DATE 1/19/07	Exhibit D
			SCALE 1"=200'	
Lincoln Property Southwest, DCAM and the Town of North Reading, 100 Lowell Road		DR BY BCP	CK BY MFH	JOB NO. 05054.13

Exhibit D – Easement Legal Descriptions:**1. Connection Facility Easement To The Benefit Of Lincoln (DWECCR Article II):**

Beginning at the southeastern corner of the Connection Facility Easement to the benefit of Lincoln (DWECCR Article II). The point of beginning is located forty and 32/100 feet (40.32') at a bearing of N 01°40'40" W to the southeast 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"); thence running,

N 90° 00'00" W twenty five and 01/100 feet (25.01') to a point; thence,
 Running N 01°40'40" W one hundred ninety eight and 08/100 feet (198.08') to a point;
 thence,
 Turning and running N 90°00'00" E seventy and 24/100 feet (70.24') to a point; thence,
 Turning and running S 01°42'00" E one hundred fifty six and 42/100 feet (156.42') to a
 point; thence,
 Turning and running S 88°18'00" W forty five and 27/100 feet (45.27') to a point; thence,
 S 01°40'40" E forty and 32/100 feet (40.32') 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 Connection Facility Easement to the benefit of Lincoln (DWECCR Article II) contains 12,059 S.F. or 0.28 acres according to the Easement Plan.

2. Connection Facility Easement To The Benefit Of The Town (DWECCR Article II):

Beginning at the northeastern corner of the Connection Facility Easement to the benefit of Town (DWECCR Article II). The point of beginning is located three hundred seventeen and 57/100 feet (317.57') at a bearing of N 01° 35'29" W to the southwest corner of new Lot "B" shown on the 2006 ANR plan; thence,
 Running S 90°00'00" W twenty five and 01/100 feet (25.01') to a point; thence,
 Turning and running S 01°35'29" E one hundred forty and 05/100 feet (140.05') to a
 point;
 N 90°00'00" E twenty five and 01/100 feet (25.01') to a point; thence,
 Turning and running N 01°35'29" W one hundred and forty and 05/100 feet (140.05') to
 the point of beginning.

All as shown on the Easement Plan. The easement described above as the Connection Facility Easement to the benefit of Lincoln (DWECCR Article II) contains 3,501 S.F. or 0.08 acres according to the Easement Plan.

3. Wastewater Disposal Field Easement To The Benefit Of The Town (DWECCR Article II):

Beginning at the northeastern corner of the Wastewater Disposal Field Easement to the benefit of the Town (DWECCR Article II). The point of beginning is located three hundred seventeen and 86/100 feet (317.86') at a bearing of N 02°55'11" E to the southeast corner of new Lot "B" as described above; thence,

Running N 90°00'00" W four hundred seventy nine and 22/100 feet (479.22') to a point; thence,

Turning and running N 75°20'41" W one hundred sixty and 14/100 feet (160.14') to a point; thence,

Turning and running S 14°39'19" W one hundred forty and 00/100 feet (140.00') to a point; thence,

Turning and running S 75°20'41" E one hundred seventy eight and 15/100 feet (178.15') to a point; thence,

Running S 90°00'00" E five hundred one and 11/100 feet (501.11') to a point; thence,

Turning and running N 01°35'29" W one hundred forty and 05/100 feet (140.05') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Wastewater Disposal Field Easement to the benefit of the Town (DWECCR Article II) contains 92,303 S.F. or 2.12 acres according to the Easement Plan.

4. Wastewater Disposal Field Easement To The Benefit Of Lincoln (DWECCR Article II):

Beginning at the northeastern corner of the Wastewater Disposal Field Easement to the benefit of Lincoln (DWECCR Article II). The point of beginning is located one hundred twenty eight and 95/100 feet (128.95') at a bearing of N 09°28'45" E to the northwestern corner of Lot "B" as described above ; thence,

Running S 01°40'40" E one hundred ninety eight and 08/100 feet (198.08') to a point; thence,

Turning and running S 90°00'00" W three hundred three and 49/100 feet (303.49') to a point; thence,

Turning and running N 00°00'00" E one hundred ninety eight and 00/100 feet (198.00') to a point; thence,

Turning and running N 90°00'00" E two hundred seventy two and 68/100 feet (272.68') to the point of beginning.

All as shown on the Easement Plan. The easement described above as Wastewater Disposal Field Easement to the benefit of Lincoln (DWECCR Article II) contains 54,565 S.F. or 1.25 acres according to the Easement Plan.

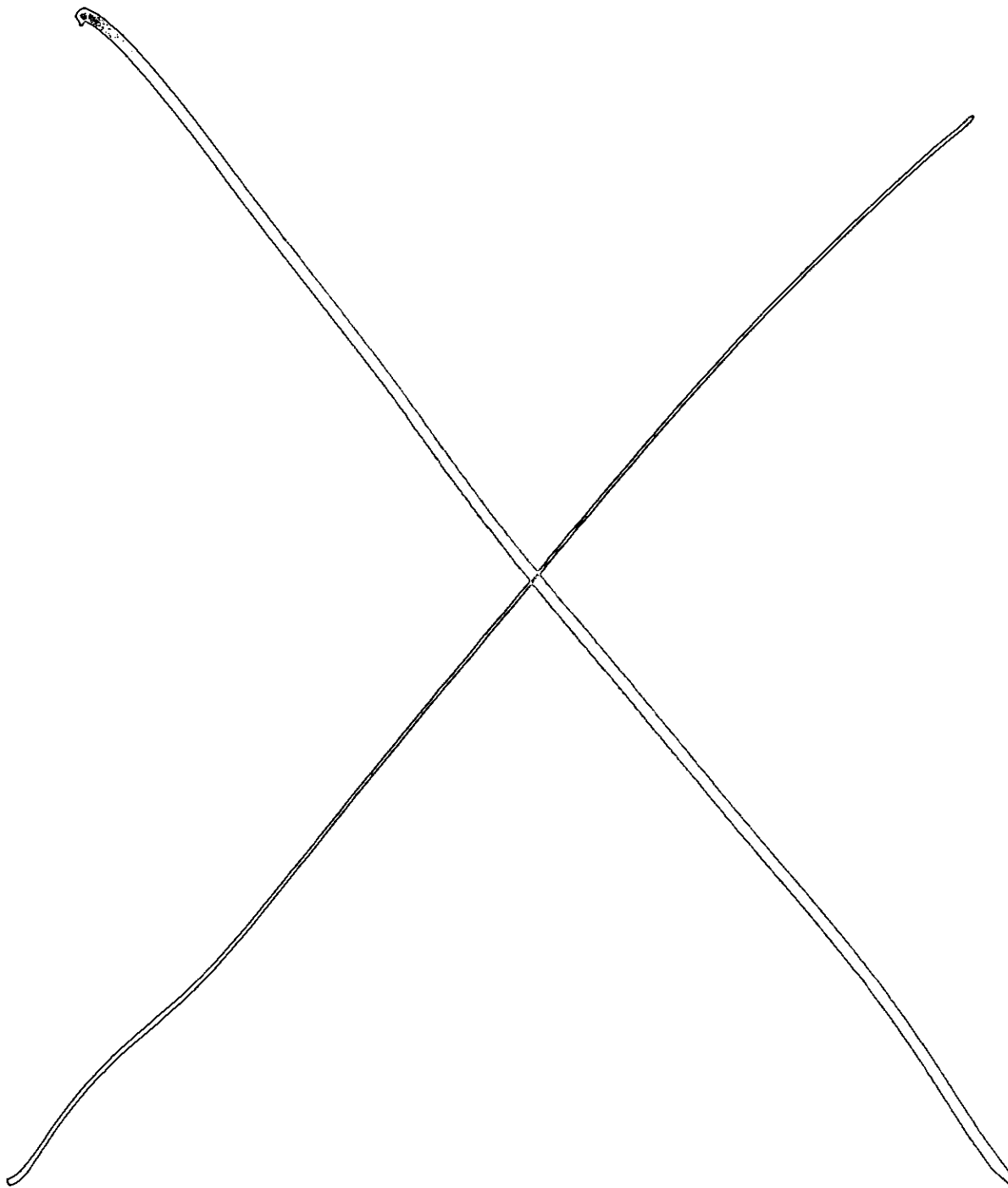


EXHIBIT E

INITIAL ALLOCATION AMOUNT

AND

INITIAL PRO RATA SHARE

INITIAL ALLOCATION AMOUNT (in gallons per day of design flow determined in accordance with applicable law)

Town	108,700
Lincoln	63,300
Commonwealth	53,000
TOTAL	225,000

INITIAL PRO RATA SHARE

Town	48%
Lincoln	28%
Commonwealth	24%
TOTAL	100%


Robert P. Brown
Assistant Commissioner E. Register