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DEED OF EASEMENT

The **MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts, duly established and existing pursuant to Chapter 6C of the General Laws of Massachusetts, as amended, and having a usual place of business at Ten Park Plaza, Boston, Massachusetts, 02116 (hereinafter "**Grantor**"), as owner of certain property known as the Lowell Secondary, a portion of which property passes through the Town of **CONCORD** (the "**Property**"), and acting pursuant to Chapter 6A, Section 19, as most recently amended by Chapter 26 of the Acts of 2009, and Chapter 161C of the General Laws, as amended, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the covenants and agreements herein, hereby grants to **CHDC - JV LLC**, a Massachusetts limited liability company (the "**Grantee**"), a perpetual easement for utility and roadway purposes, including all purposes for which public ways are used in the Town of **CONCORD** (the "**Roadway Easement**"), over and upon and under a portion of the land of Grantor in **CONCORD**, Middlesex County, Massachusetts (hereinafter described as the "**Easement Area**") as shown on a plan entitled "Easement Plan, Winthrop Street, Concord, Massachusetts; prepared for: Concord Housing Development Corporation; scale: 1"=20'; dated: July 3, 2012" prepared by Places Associates, Inc., which plan is recorded herewith (the "**Easement Plan**"), and further bounded and described as follows:

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PL 73 9 2013

DLAN
PO Box 2223
Acton MA 01720

Beginning at the northeasterly corner of Winthrop Street, thence

- N 86°19'24" E a distance of seventy one and eighty three hundredths feet (71.83') to a concrete bound, thence
- S 26°55'42" E a distance of forty three and fifty four hundredths feet (43.54') to a concrete bound, thence
- S 86°19'24" W a distance of seventy one and eighty three hundredths feet (71.83') to a point at the southeasterly corner of Winthrop Street, thence
- N 26°55'42" W a distance of forty three and fifty four hundredths feet (43.54') to the point of beginning.

Containing 2,873.38 +/- square feet, more or less.

Grantor and Grantee, on behalf of themselves and their respective successors and assigns, hereby covenant and agree with each other that this Deed of Easement is made and accepted on the following terms and conditions:

1. The Roadway Easement includes the right to cross the Property and to construct, maintain and use within the Easement Area a public or private road and related improvements. Said Roadway Easement shall also include the right to install, maintain, operate above-ground and below-ground utilities, including, without limitation, electric, gas, sewer, cable television and water. Without limiting the foregoing, the easements described herein include the right to enter upon said Easement Area for the purpose of effectuating this grant. Grantor shall retain subsurface rights in the Easement Area, to the extent such rights are not inconsistent with the rights of the Grantee. Notwithstanding the foregoing, any utilities installed by Grantee within the Easement Area shall be located at least five (5) feet below the top of the rail or at least twenty (20) feet above the top of the rail.

2. This grant of easement is subject to Grantee's continuing obligation to keep the Easement Area, the roadway and related facilities in good and safe repair, and to make such improvements in and to the Roadway Easement and related facilities to

the extent the same may impact the integrity or safe and proper use of the Roadway Easement or Grantor's Property.

3. Grantee acknowledges that a portion of said Property, including the Easement Area, will be used as the Bruce Freeman Bike Path (the "**Bike Path**") by or at the direction of the Town of Concord or its designee (the "**Town**"). Notwithstanding any provision of this agreement to the contrary, (a) Grantee shall coordinate its use of the Easement Area with the Town's design, construction and use of the Bike Path, (b) the Roadway Easement shall be subject to the Town's use of the Easement Area, and (c) Grantee's use of the Roadway Easement shall not unreasonably interfere with the lawful use of the Bike Path.

4. Grantor hereby reserves the right to use the Property, including the Easement Area, for a future railroad use or another transportation purpose (either, a "**Grantor Transportation Use**"). Notwithstanding any provision of this agreement to the contrary, the Roadway Easement shall be subject to such Grantor Transportation Use and shall not unreasonably interfere with the use of the Property for such Grantor Transportation Use.

5. Grantee acknowledges that Grantor may in the future enter into licenses, leases, or other agreements with others for the use of the Easement Area which shall be in common with the Grantee (including, without limitation, agreements for the installation of utilities), and agrees that Grantee shall not unreasonably interfere with the granting of such rights to Grantor's lessees, licensees and others authorized to use the Property, their successors and assigns, or any other party authorized by Grantor, provided such rights are to be exercised in common with the Grantee.

6. In addition to any other rights reserved to Grantor herein, there are reserved to Grantor and its successors and assigns and all others claiming by, through or under Grantor or its successors and assigns all their respective rights in and to the use of the Easement Area for all lawful purposes not inconsistent with the use thereof by Grantee for the purposes hereinbefore granted.

7. Notwithstanding anything contained in this agreement to the contrary, Grantee shall have no rights or easements in or with respect to the Easement Area except to the extent expressly provided in this agreement.

8. Grantee acknowledges that neither Grantor nor anyone acting on its behalf has made any representations or warranties (whether express or implied, in fact or by law) with respect to the condition of, or title to, the Easement Area; the suitability of the Easement Area for any purpose or use to which the Easement Area or any part thereof may be put; or any matter whatsoever concerning this agreement. Grantor shall have no obligations with respect to the condition of the Easement Area. Grantee accepts the Easement Area in an "as is, where is, with all faults" condition, without recourse to Grantor as to the nature, condition or usability thereof. Grantee accepts the rights and easements granted hereunder subject to all other existing easements or agreements of record or otherwise affecting the Easement Area or any portion thereof, and to the state of facts which a personal inspection or accurate survey would disclose and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Easement Area or any portion thereof, together with any appurtenant rights to maintain, repair, replace, use and remove same.

9. The rights and obligations set forth herein shall burden the Property, and shall run with and be for the benefit of the property of Grantee described in that certain deed dated 1-28-13 and recorded with the Middlesex South District Registry of Deeds in Book 61102, Page 485 ("Grantee's Property"). The rights and obligations set forth herein shall inure to the benefit and be binding upon Grantee's successors in title to Grantee's Property.

10. In the event the Easement Area ceases to be used for roadway and/or easement purposes, the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, or its successors in title, may enter upon said Easement Area and repossess itself of its former estate therein.

11. Grantee agrees that any prior right of Grantee to cross the Property shall be extinguished and replaced by the rights specifically provided in this Deed of Easement.

12. Neither this Roadway Easement nor any subordinate rights shall be assigned or transferred by Grantee to any party other than Grantee's successors in title to Grantee's Property without the prior written approval of Grantor. Any attempt to assign or transfer such rights in violation of the foregoing restriction shall be void.

13. Grantee covenants and agrees to indemnify, defend and hold Grantor, its board members, officers, employees, agents, representatives, contractors, subcontractors, tenants, subtenants, licensees, invitees, successors, assigns, bond trustees and mortgagees (collectively, the "**Indemnified Parties**") harmless from and against all claims, suits, actions, causes of action, fines, obligations, costs, expenses, liabilities and damages of every kind, nature and description, including, without limitation, the Indemnified Parties' legal fees and expenses, arising out of or relating to the exercise by Grantee of the rights and easements granted hereunder or the performance of Grantee's obligations pursuant to this agreement. Grantee, upon notice from an Indemnified Party, shall resist or defend any claim, action or proceeding with counsel reasonably acceptable to such Indemnified Party. Grantor shall have full control over how any claims against the Indemnified Parties in relation to this agreement are defended, including settlement thereof. The provisions hereof shall survive the termination of this agreement. Grantee assumes all risks and liabilities associated with or relating to the Easement Area or any damage thereto from any cause whatsoever. Grantor assumes no obligation or liability whatsoever to Grantee, its employees, agents or contractors in connection with any person's use of the rights and easements granted hereunder. In no event shall any director, officer, agent, employee or board member of Grantor (or of any bond trustee or mortgagee of Grantor) ever be personally or individually liable to Grantee under or on account of this agreement. Without limiting the generality of the foregoing, in no event shall Grantor ever be liable for any indirect, special or consequential damages incurred by Grantee, its employees, agents, or

contractors, or any person claiming by, under, or through them, in connection with any person's use of the rights and easements granted hereunder.

14. If, as a result of Grantee's activities hereunder, "oil" or "hazardous materials", as those terms are defined in Massachusetts General Laws, Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials") are discovered on the Easement Area, the Grantee agrees to cooperate with Grantor in the determination of the party liable for the remediation of the property under applicable Federal and/or state law. Such cooperation may include the temporary adjustment or modification of the rights granted to Grantee hereunder via temporary detours during any clean-up periods. Grantor shall not be responsible for any damages incurred by the Grantee as a result of such temporary adjustment.

Notwithstanding and in addition to the obligation of Grantee stated above and the obligation to indemnify the Grantor and others pursuant hereto, Grantee, upon written demand of the Grantor, shall conduct, at its sole cost and expense (or, at the Grantor's election, reimburse Grantor for the cost and expense incurred by the Grantor in connection with Grantor's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a licensed site professional) that are present, discovered or revealed on the Easement Area (or on other property of Grantor adjacent to the Easement Area) as a result of (1) Grantee's activities hereunder, or (2) the migration of such Hazardous Materials from land now or previously owned, leased, occupied or operated by Grantee or for which Grantee is a potentially responsible party under Chapter 21E.

Any such response action, if performed by Grantee, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by Grantor, shall be completed in a timely manner to the reasonable satisfaction of Grantor, and shall allow Grantor to use the property, and/or adjacent or contiguous property, for its present use and for any future transportation use. Grantee shall also be responsible for the reasonable costs incurred by

Grantor in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results.

15. For Grantor's title, reference is made to deed recorded in Book 14609, Page 302 of the Middlesex South District Registry of Deeds. This instrument is executed, delivered and accepted upon the understanding and agreement that should a claim adverse to Grantor's title herein be asserted and/or proved, no recourse shall be had against the Grantor. The Easement Area is located at approximately Railroad Valuation Station 620+83.7 +/-, as shown on a certain valuation map entitled, "Right of Way and Track Map, Old Colony R.R. Co., Operated By The New York New Haven and Hartford R.R. Co., From Framingham Center to Lowell, Scale 1" = 100 Ft., June 30, 1915", and numbered Valuation Series 7.39/40, Sheet 12, and as also shown on the Easement Plan.

16. Any notices which may or are required to be given hereunder shall be in writing and shall be deemed to have been properly given or sent if hand delivered or mailed by registered or certified mail, return receipt requested, or by recognized overnight courier with postage prepaid.

If to Grantor: Massachusetts Department of Transportation
Ten Park Plaza, Room 4160
Boston, Massachusetts 02116-3969
Attn: Secretary of Transportation

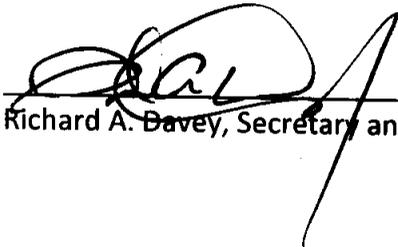
copy to: Massachusetts Department of Transportation
Ten Park Plaza, Room 4150
Boston, Massachusetts 02116-3969
Attn: MassDOT General Counsel
Attn: Manager of Railroad Properties

If to Grantee: CHDC – JV LLC
P.O. Box 195, Concord, Massachusetts 01742

[Signatures to follow on next page]

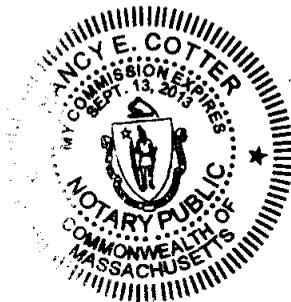
IN WITNESS WHEREOF, the Grantor, acting through a duly authorized officer,
and the Grantee executed and delivered this Deed of Easement as a sealed instrument
this 28th day of January 2013.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION


Richard A. Davey, Secretary and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK COUNTY OF, SS.:

On this 28th day of January, 2013, personally appeared before me the
above-named Richard A. Davey, Secretary and Chief Executive Officer of the
Massachusetts Department of Transportation, proved to me through satisfactory
evidence of identification, which was [~~a current driver's license~~] [~~a current U.S. passport~~]
[my personal knowledge], to be the person whose name is signed on the preceding
instrument and acknowledged that he signed it voluntarily for its stated purpose as
Secretary and Chief Executive Officer of the Massachusetts Department of
Transportation and as the free act and deed of said entity.





Name:

Notary Public

My Commission Expires: 9-13-2013

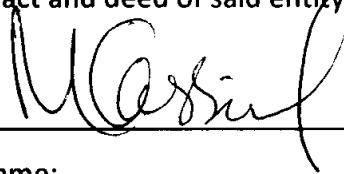
CHDC – JV LLC



David E. Hale, Manager

COMMONWEALTH OF MASSACHUSETTS, ~~MIDDLESEX~~ COUNTY OF, SS.:

On this 30 day of JANUARY, 2013, personally appeared before me the above-named David E. Hale, Manager of CHDC – JV LLC, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged that he signed it voluntarily for its stated purpose as Manager of CHDC – JV LLC and as the free act and deed of said entity



Name:

Notary Public

My Commission Expires: