

GRANT OF LIMITED NON-EXCLUSIVE ACCESS LICENSE

W.R. GRACE & CO. - CONN, having an address at 7500 Grace Drive, Columbia, Maryland (on behalf of itself and as successor to W.R. Grace & Co. and Dewey & Almy Chemical Co.) (hereinafter collectively called the "**Grantor**"), for nominal consideration of less than One Hundred (\$100.00) Dollars grant, to the TOWN OF ACTON, Middlesex County, a Municipal Corporation in the Commonwealth of Massachusetts, acting by and through its Conservation Commission, with an address at Town Hall, 472 Main Street, Acton, Massachusetts (hereinafter called the "**Grantee**"),

The non-exclusive, irrevocable and perpetual license to pass and repass over and upon those three certain strips of land (collectively, the "**Access Strip**") in Acton, Middlesex County, Massachusetts, being shown collectively as the "Proposed Right of Way" on the plan entitled, "W.R. Grace & Company, Plan of Land in Acton, MA", dated May 11, 2009, prepared by Precision Land Surveying, Inc., to be recorded herewith ("**Plan**") solely for the purpose of accessing the land (the "**Restricted Land**") that is subject to the Conservation Restriction from the Grantor to the Grantee recorded herewith ("**Conservation Restriction**") for the purpose of enforcing the Conservation Restriction and for no other purpose, provided, however, that:

1. Use of the Access Strip by the Grantee must be upon reasonable notice to Grantor and at reasonable times between one-half hour after sunrise and one-half hour before sunset; and
2. Use of the Access Strip shall be limited to passage by foot.

Notwithstanding the grant of the aforesaid license and without limiting any other rights of the Grantor, the Grantor reserves the right to construct, install, maintain, repair and replace appropriate controls, including fences, gates, walls, boulders and the like throughout the Access Strip for the purpose of maintaining safety, preventing use of the Access Strip by vehicles and enforcing the provisions hereof and the provisions of the Conservation Restriction.

The Grantor expressly reserves the fee to the Access Strip and any and all rights of every name, nature and description in and to the Access Strip for any and all purposes whatsoever which do not prevent or negatively interfere with the rights of Grantee hereunder.

The Grantee acknowledges that the Access Strip is not part of the Conservation Restriction, is not intended to be part of the Conservation Restriction and is expressly excluded from the Conservation Restriction.

By its acceptance of this limited non-exclusive access license, the Grantee does not undertake any liability or obligation relating to the condition of the Access Strip pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee, its agents or assigns. The grant of this limited, non-exclusive access license shall not transfer to Grantee, and

Grantee's acceptance of this limited, non-exclusive access license shall not impose upon Grantee, any duty, responsibility, liability or obligation whatsoever arising out of or relating to (i) any release or threat of release of oil, hazardous materials or hazardous substances to, beneath, at or from the Access Strip or any other land now or formerly owned by the Grantor in the Town of Acton, (ii) the environmental condition of the Access Strip including without limitation any surface waters and ground waters on, beneath at or from the Access Strip, and/or (iii) any non-compliance of the Access Strip with environmental laws, bylaws, rules and regulations, not caused by Grantee or its agents or employees after the recording hereof. All such matters shall remain unto the Grantor as if this limited, non-exclusive access license had not been granted.

For Grantor's title, see deed dated November 19, 1946 and recorded with the Middlesex South District Registry of Deeds in Book 7125, Page 507; Certificate of Title No. 61523 filed with the Middlesex South District Registry of the Land Court in Registration Book 411, Page 1; deed dated June 20, 1964 and recorded in Book 11280, Page 337; and deed dated December 29, 1955 and recorded in Book 8806, Page 421.

IN WITNESS WHEREOF, the said W.R. Grace & Co. – Conn., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____ its _____, duly authorized this _____ day of _____, 2009

W.R. Grace & Co. – Conn.

By: _____

STATE OF MARYLAND

_____, ss.

On this ____day of _____, 2009, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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 _____ of and on behalf of W.R. Grace & Co. - Conn.

Notary Public:
My Commission expires: