



D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.  
Attorneys at Law

268 Main Street | P.O. Box 2223 | Acton, MA 01720  
tel 978.263.7777  
fax 978.264.4868

Louis N. Levine  
F. Alex Parra  
Cathy S. Netburn  
Maryann Cash Cassidy

May 16, 2011

VIA HAND DELIVERY  
Conservation Commission  
Town of Acton  
472 Main Street  
Acton, MA 01720

RE: Notice of Intent of Hawthorne Homes, LLC (“Applicant”)  
Project Location: 101 Nonset Path

Dear Members of the Commission:

This office represents the Nagog Woods Community Corporation (“NWCC”) in connection with the above referenced notice of intent (“NOI”) of Hawthorne Homes, LLC (“Applicant”) relative 101 Nonset Path (“Locus”). NWCC respectfully submits that there is no purpose to be served at this time by the Commission considering the Applicant’s NOI for the following reasons<sup>1</sup>:

**A. The Applicant Has No Legal Right to File the NOI and Request an Order of Conditions For Locus**

(1) Despite the request of the Commission since the initial hearing on March 2, 2011, to date the Applicant has not submitted written authority from the owner of Locus to file the NOI. Therefore, the Commission cannot consider the NOI.

(2) The Applicant has no right to use the common driveway easement (“Common Driveway”) which serves 107, 109 and 111 Nonset Path, and therefore, the Commission cannot consider the NOI for lack of the requisite ownership interest over all of the area affected by the NOI.

By deed dated February 8, 1979, Nagog Community Developers, Inc. conveyed the land which is the subject of the NOI to Blackstone Middlesex Realty Trust (“Blackstone”), together with several other parcels on Nonset Path shown as Lots 17-C4, 17-C-5, 17-C-6 and Lot 18 on a plan dated August 12, 1978 (the “1978 Plan”). A copy of the deed to Blackstone is attached hereto as Exhibit A. The 1978 Plan is attached hereto as Exhibit B.

---

<sup>1</sup> This letter only addresses legal issues, and does not address any performance standards.



Blackstone then caused the land which Nagog Community Developers had conveyed to him to be subdivided by virtue of a plan dated July 18, 1980 ("1980 Plan"), creating 29 lots, including Lots 14, 15 and 16 (subsequently slightly reconfigured to become the properties known as 107, 109 and 111 Nonset Path), over which the Common Driveway runs. The 1980 Plan is attached hereto as Exhibit C. The 1980 Plan for the first time shows the Common Driveway. The 1980 Plan also shows a 50 foot wide "right of way and utility" easement over Locus directly to Nonset Path. This easement was previously denominated on the 1978 Plan solely as a "utility easement" and its designation as a right of way on the 1980 Plan clearly shows Blackstone's intent to access Locus directly from Nonset Path and not over the Common Driveway, which was intended to serve only 107, 109 and 111 Nonset Path.

Thereafter, by deed dated July 26, 1983, Blackstone conveyed all of the lots shown on the 1980 Plan to Richard Sisson ("Sisson"), except Locus, which Blackstone reserved. The deed to Sisson, on which the Applicant relies as granting it the right to use the common driveway, is attached hereto as Exhibit D and provides, in relevant part:

**Providing that the grantors use does not unreasonably interfere with the use and enjoyment of the premises, granted herein, by the grantee, his successors and assigns,** the grantor reserves . . . for the benefit of his remaining land . . . the right to use all . . . "right of way and utility easements", as shown on the aforereferenced plans **for the purposes for which they were intended, \* which are now located or which may be located in Nonset Path . . . . \* further** reserving the right to use existing and future utility lines . . [Emphasis added.]

NWCC respectfully submits that the foregoing language of the deed to Sisson was inadequate to reserve an easement over the Common Driveway for the benefit of Locus.

Contrary to the language of the aforesaid reservation of easements ("Reservation"), the Common Driveway is not located in Nonset Path and, therefore, the Reservation did not reserve an easement in the Common Driveway.

Further, the Reservation did not apply to the Common Driveway, because, as set forth above, the intended purpose of the Common Driveway as shown on the Plan was only to serve the three lots which are now known and numbered as 107, 109 and 11 Nonset Path, it being Blackstone's intent to access Nonset Path directly over Locus, as shown on the 1980 Plan by setting aside a fifty (50) foot wide easement for such access. By contrast, the twenty foot wide easement for the Common Driveway would clearly be inadequate if intended to serve not only 107, 109 and 111 Nonset Path, but also the thirty (30) other dwellings proposed by the Applicant. Therefore, the Reservation did not intend to reserve the right to use the Common



Driveway for access to Locus as it only reserved easements “for the purposes for which they were intended. . . .” To the extent that there is any doubt as to the intent of Blackstone and Sisson, “[i]t is a rule in the construction of deeds, that the language, being the language of the grantor, is to be construed most strongly against him.” *Thayer v. Payne*, 2 Cush. 327, 331 (1848). See also *Bernard v. Nantucket Boys' Club, Inc.*, 391 Mass. 823, 827-828 (1984); *Estes v. DeMello*, 61 Mass.App.Ct. 638 (2004) *Krinsky v. Hoffman*, 326 Mass. 683, 688 (1951); *Dale v. Bedal*, 305 Mass. 102, 104 (1940). When considering uncertain easement language, “doubts are to be resolved in favor of [the] freedom of land from servitude.” *Butler v. Haley Greystone Corp.*, 352 Mass. 252, 258 (1967). See *Hemenway v. Barteveian*, 321 Mass. 226, 229 (1947).

Lastly, it is clear that the use of the Common Driveway to serve Locus and the additional traffic for thirty (30) additional dwellings and the widening of the Common Driveway and other construction involved, including the construction of a retaining wall, would, contrary to the Reservation, “unreasonably interfere with the use of the premises, granted herein . . . ,” which included 107, 109 and 111 Nonset Path. The Common Driveway bisects the front yards of those properties and is set back only approximately 40 feet or less from the residences thereon.

Therefore, the Reservation does not convey or reserve to Locus the right to use the Common Driveway for any purpose, let alone the purpose of serving thirty (30) additional dwellings.

**B. The Proposed Project May Not be Permitted as a Limited Project under 310 CMR 10.53(3)(e) or Section F.4.5 of the Acton Wetlands Protection Bylaw.**

The Applicant has submitted the NOI as a “limited project” pursuant to the provisions of 310 CMR 10.53.3(e) and Section F.4.5 of the Acton Wetlands Protection Bylaw. Unless permissible as a limited project, the proposed widening and extension of the Common Driveway cannot comply *inter alia* with the minimum seventy-five (75 ft) setback of driveways from the wetlands required by Section 3.2(3) of the Town of Acton Wetland Protection Bylaw Rules and Regulations.

NWCC, however, respectfully submits that the proposed project does not qualify as a limited project under 310 CMR 10.53(3)(e), which provides, in relevant part:

Notwithstanding the provisions of 310 CMR 10.54 through 10.58 and 10.60, the issuing authority may issue an Order of Conditions and impose such conditions as will contribute to the interests identified in M.G.L. c. 131, § 40 permitting the following limited projects . . . (e) The construction and maintenance of a new roadway or driveway of minimum legal and practical width acceptable to the



planning board, where reasonable alternative means of access from a public way to an upland area of the same owner is unavailable. Such roadway or driveway shall be constructed in a manner which does not restrict the flow of water. Reasonable alternative means of access may include **any previously or currently available alternatives** . . . . The issuing authority may require the applicant to utilize access over an adjacent parcel of land currently **or formerly owned by the applicant** . . . . [Emphasis added.]

See also Wetlands Policy 88-2: Access Roadways, Massachusetts Department of Environmental Protection [“The issuing authority may also consider whether adjacent property, which would have provided dry access to the uplands, has been sold off or built on.”]

As previously set forth, Blackstone acquired Locus together with substantial additional land fronting on Nonset Path shown on the 1978 Plan. Blackstone then caused the land to be subdivided as shown on the 1980 Plan and conveyed all of the frontage on Nonset Path that could have provided upland access to Locus to Sisson, intending to use a wetlands crossing in the fifty (50) foot wide utility and right of way easement shown on the 1980 Plan. In short, for the purpose of maximizing the number of lots shown on the 1980 Plan, Blackstone created his own hardship and the need for wetlands alterations by conveying all of his upland access for Locus to Sisson. Therefore, the Commission should not consider the proposed project as a limited project and deny the NOI because it cannot comply with the requirements of Section 3.2(3) of the Town of Acton Wetland Protection Bylaw Rules and Regulations.

C. **The Applicant’s Proposal Does Not Comply With Zoning**

The Applicant proposes to use the Common Driveway to provide access to Locus for the purpose of serving thirty (30) dwellings in 15 proposed duplex units. Even supposing that the Applicant has the right to use the Common Driveway for any purposes, which NWCC does not agree with, the proposed use of the Common Driveway appears to violate the Town of Acton Zoning Bylaw (“Bylaw”) in at least the following respects:

(1) Section 3.8.1.5 (a) of the Bylaw, which requires common driveways to have curb radii designed to accommodate SU 30 design vehicles (fire engine). On a cursory review, the Common Driveway does not have any curb radii.

(2) Section 3.8.1.5 (p) of the Bylaw, which requires an agreement providing access over a common driveway, making all lots served by the common driveway jointly and severally responsible for its maintenance and repair, including snow plowing. NWCC notes that all three



abutters served by the Common Driveway oppose the NOI and, therefore, not only is there currently no common driveway agreement as required by Section 3.8.1.5(p), there appears to be little possibility that there will be one in the future.

(3) The common driveway easement is located in the R-2 Zoning District under the Bylaw. Locus and the Applicant's proposed use of Locus is situated in the R-A Zoning District. Section 3.3 of the Bylaw, which falls under Section 3 "Table of Principal Uses, Principal Use Definitions and Accessory Use Regulations," provides, in relevant part:

**Residential Uses** – Not more than one BUILDING for dwelling purposes shall be located on a LOT, except a) in the following Districts: Village Districts (EAV, NAV, SAV, WAV); Residence A District (R-A); Residence AA District (R-AA).

Therefore, the Bylaw classifies the Applicant's proposed multiple buildings for dwelling purposes on a single lot as a different use than a single building for dwelling purposes on a lot.

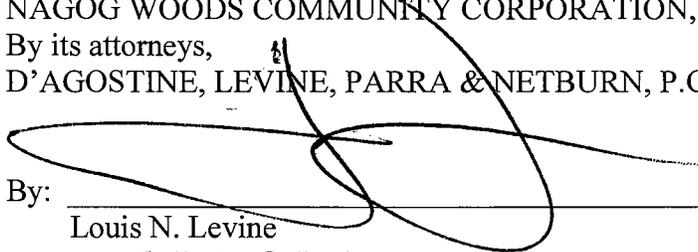
Also, a Two-FAMILY Dwelling is not permitted in the R-2 Zoning District.

While more than one building for dwelling purposes are permitted in the R-A district, as well as Two-FAMILY Dwellings, where Locus is situated, they are not permitted uses in the R-2 district in which the common driveway is situated. It is well settled that a private way in one district may not be used to provide access to a use prohibited in that district, notwithstanding that the proposed use is permitted in the district in which it will be located. See *Harrison v. Building Inspector of Braintree*, 350 Mass. 559 (1966), *Chelmsford v. Byrne*, 6 Mass.App.Ct. 848 (1978) and *Burlington Sand v. Harvard*, 26 Mass.App.Ct. 436 (1988).

For the foregoing reasons, NWCC respectfully requests the Commission to deny the NOI.

Thank you for your consideration.

Very truly yours,  
NAGOG WOODS COMMUNITY CORPORATION,  
By its attorneys,  
D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By:   
Louis N. Levine  
e-mail: [llevine@dlpnlaw.com](mailto:llevine@dlpnlaw.com)

LNL/jmd  
Enclosures (4)  
Cc: Client-Via email

# EXHIBIT A

FEB - 8-79 PM 1:30 172RE\*\*12.75

R 11.75 — BK 13640 PG 099  
1.  
12.75 — 41

Nagog Community Developers, Inc.

a corporation duly established under the laws of Massachusetts  
and having its usual place of business at Worcester

Worcester County, Massachusetts, for consideration of \$115,500.00 paid.

grant to Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust u/d/t dated December 4, 1975, and recorded with Middlesex South Registry of Deeds at Book 13390, Page 648, of 21 Davis Road, Acton, Massachusetts

with quitclaim covenants

the land in Acton, Middlesex County, Massachusetts, described as follows:

~~XXXXXXXXXXXXXXXXXXXX~~  
Lots 17-C-4, 17-C-5, 17-C-6 and 18 on a plan entitled "Plan of Land on Great Road and Nonset Path in Acton, Mass." dated August 12, 1978 by Nolan Engineering Service which plan is to be recorded herewith. Said lots 17-C-4, 17-C-5, 17-C-6 are shown as lot 17C on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." W.A. Corsano, Jr., Surveyor, dated March 30, 1976 and recorded at Middlesex South Registry of Deeds in Book 13138, Page 411 and said lot 18 is also shown on said last-mentioned plan.

Together with the fee in and to that portion of Nonset Path as shown of the first mentioned plan running from Great Road (Route 2-A) to the point marked "End of Pavement" as shown on said Plans.

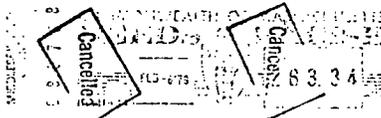
Together with all Grantor's rights and easements to use existing utility lines, drainage lines, sewer lines, and water lines serving the premises herein conveyed but subject to the rights and easements of others, to use such existing utility lines, drainage lines, sewer lines and water lines.

Said premises are further conveyed together with and subject to the following:

1. All Grantor's rights in Henley Road as shown on said Plans.
2. Covenant between the Town of Acton and Community Concepts Corporation dated February 16, 1971, and recorded with said Deeds at Book 11958, Page 230.
3. Terms and provisions of an Agreement dated July 30, 1970, recorded with said Deeds at Book 11894, Page 614.
4. Easement appurtenant in common with the Grantor dated March 23, 1970, recorded with said Deeds at Book 11894, Page 619.
5. Taking by the Commonwealth of Massachusetts recorded with said Deeds at Book 6404, Page 1.
6. Terms and provisions of a deed between Community Concepts Corporation and Trustees of Nagog Woods Trust recorded with said Deeds at Book 12143, Page 731.
7. Order of Conditions entered by the Acton Conservation Commission recorded with said Deeds at Book 13432, Page 610.
8. Declaration of Restrictive Covenants dated February 7, 1977, recorded with said Deeds at Book 13138, Page 427.
9. Water Agreement with the Town of Acton dated October 2, 1972, recorded with said Deeds at Book 12345, Page 670, as amended by Amendment dated May 14, 1974, and recorded with said Deeds at Book 12633, Page 191.

139879  
PAGE 589  
SEE PLAN IN FILE 139879

- 10. Instrument of Approval by the Town of Acton Board of Health and the Massachusetts Department of Public Health dated March 21, 1972, recorded in said Deeds Book 12195, Page 022.
- 11. Easement to New England Telephone & Telegraph Company et al dated December 6, 1973, recorded with said Deeds Book 12600, Page 256, to the extent still in force and applicable.
- 12. Reserved rights and easements, to the extent in force and applicable, contained in Master Deeds creating the following Condominiums:
  - (a) Master Deed creating Nagog Woods Condominium I dated September 18, 1972, recorded on September 21, 1972, at Middlesex South Registry of Deeds at Book 12293, Page 27.
  - (b) Master Deed creating Nagog Woods Condominium II dated December 4, 1972, recorded on December 28, 1972, at Middlesex South Registry of Deeds at Book 12354, Page 231.
  - (c) Master Deed creating Nagog Woods Condominium III dated May 16, 1973, recorded on May 24, 1973, at Middlesex South Registry of Deeds at Book 12439, Page 542.
  - (d) Master Deed creating Nagog Woods Condominium IV dated May 28, 1974, recorded on August 16, 1974, at Middlesex South Registry of Deeds at Book 12686, Page 27.
- 13. Rights and easements of others to use the areas marked "A" and "S" as shown on a plan entitled: "Plan of Land in Acton, Mass." dated January 15, 1970, by Acton Survey & Engineering, Inc., recorded in Middlesex South Registry of Deeds at the end of Book 11833 as Plan No. 466 of 1970.
- 14. Extension permit issued by the Commonwealth of Massachusetts Department of Natural Resources relating to Order of Conditions No. P-1704, which extension permit is recorded at Middlesex South Registry of Deeds at Book 12581, Page 115.



**In Witness whereof**, the said Nagog Community Developers, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by **Gerald R. Mueller** its President hereto duly authorized, this 8th day of February in the year one thousand nine hundred and seventy-nine. Signed and sealed in presence of

\_\_\_\_\_ NAGOG COMMUNITY DEVELOPERS, INC.  
 by Gerald R. Mueller  
 Gerald R. Mueller, President

2-8-79 *ARM Pres.*

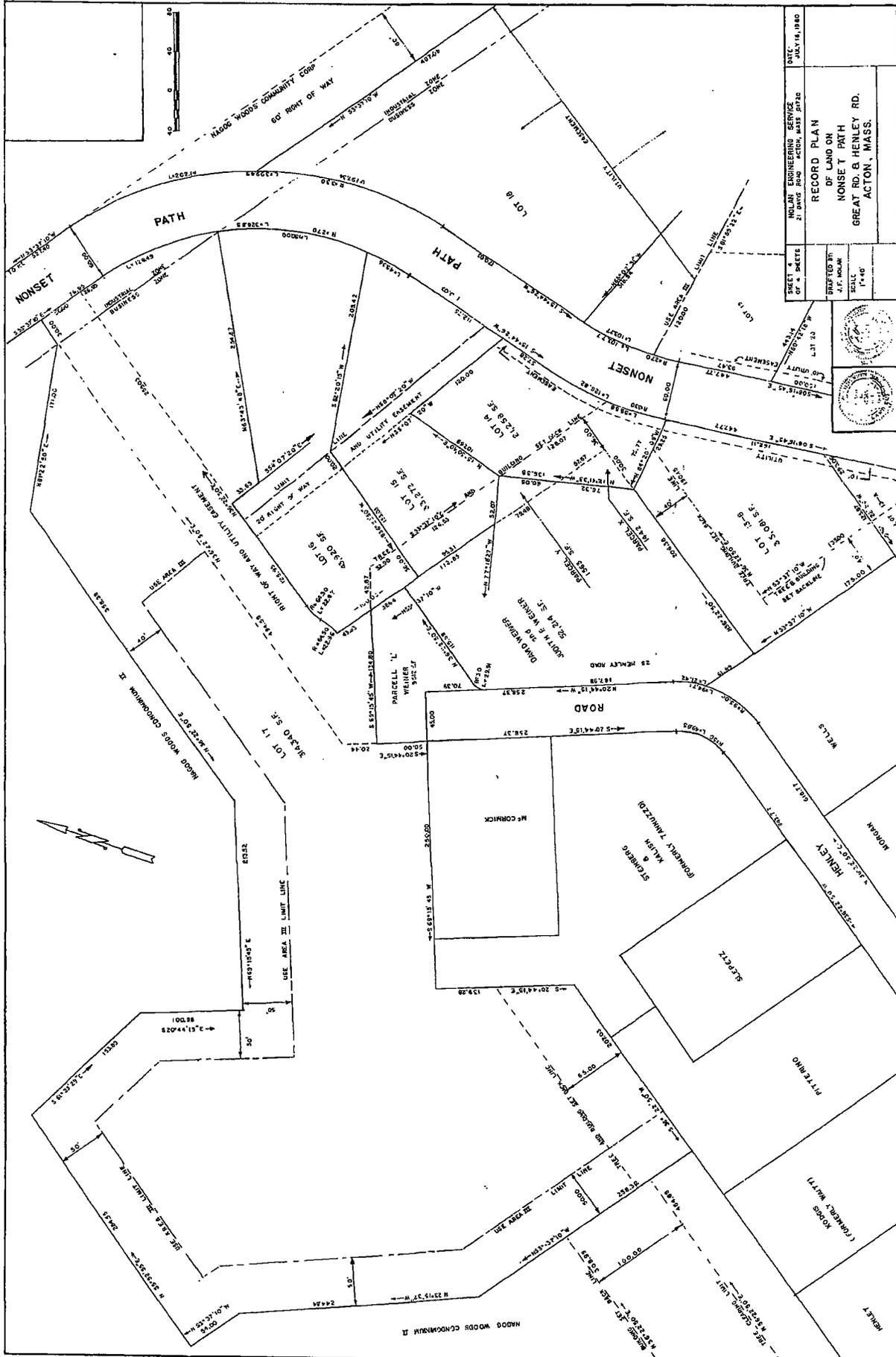
*Stephen M. Helson op.*

# EXHIBIT B



# EXHIBIT C

# 1980 PLAN



RECORD PLAN  
 OF LAND ON  
 NONSET PATH  
 GREAT RD. & HENLEY RD.  
 ACTON, MASS.

DRAWN BY  
 J.F. HOUAN  
 SCALE  
 1"=40'

REGISTERED PROFESSIONAL SURVEYOR  
 21 HANCOCK ROAD  
 ACTON, MASS. 01720

DATE  
 JULY 18, 1980

20(D&A) or (B) /  
 1-412-114

# **EXHIBIT D**

R25 ✓

7-28-83 1:49PM TR 531 RE 25.00

Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust u/d/t dated December 4, 1975, and recorded with Middlesex South Registry of Deeds at Book 13390, Page 648.

of Acton Middlesex County, Massachusetts,

, for the full consideration of \$400,000.00 paid

grant to Richard Sisson

of 334 Central Street, Acton, Massachusetts

with quitclaim covenants the land in Acton, Middlesex County, Massachusetts being shown as Lots 5, 6, 7, 8, 9, 10, 11, 12, 13A, 13B, 14, 15, 16, 25, 26, 27 and 28 on a plan entitled "Record Plan of Land on Nonset Path Great Road and Henley Road, Acton, Mass." dated July 18, 1980, drawn by Nolan Engineering Service, 21 Davis Road, Acton, MA 01720, and recorded in Middlesex South District Registry of Deeds Book 14184, Page 114, to which plan reference may be had for a further description of said lots.

Also, the land situated in Acton, Middlesex County, Massachusetts being shown as lots 19, 20, 21, 22 and 23 on a plan entitled "Record Plan of Land on Nonset Path, Great Road and Henley Road, Acton, Mass." scale 1' = 40' dated March 31, 1983 drawn by Nolan Engineering Service, 21 David Road, Acton, Mass. 01720, to be recorded herewith and to which plan reference may be had for a more particular description.

Also the fee in and to that portion of Nonset Path as shown on said plans running from Great Road (Route 2-A) as far as said road is shown on said plan, reserving to the grantor its successors and assigns the right to use said Nonset Path for all purposes for which streets and ways are used in the Town of Acton.

Providing that the grantors use does not unreasonably interfere with the use and enjoyment of the premises, granted herein, by the grantee, his successors and assigns, the grantor reserves for himself and his successors and assigns for the benefit of his remaining land shown on the aforementioned plans, the right to use all "utility easements", "drain easements", and "right of way and utility easements", as shown on the aforementioned plans for the purposes for which they were intended,\* which are now located or which may be located in Nonset Path, and also reserving the right to use drain, sewer and water lines which are now located in Nonset Path in common with others lawfully entitled to use the same so long as said use does not unreasonably interfere with the use of the same by the grantee, his successors and assigns. \*further reserving the right to use existing and future utility lines

The premises are conveyed subject to and with the benefit of the following agreements, rights, restrictions and easements:

1. Easement to use existing utility lines, drainage lines, sewer lines and water lines as set forth in that certain grant to Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust, dated February 8, 1979, recorded February 8, 1979 in Book 13640, Page 99, said Deeds.
2. Rights of others in Henley Road as set forth in that certain grant to Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust, dated February 8, 1979, recorded February 8, 1979 in Book 13640, Page 99, said Deeds.
3. Covenants between the Town of Acton and Community Concepts Corporation, dated February 16, 1971, recorded February 19, 1979 in Book 11958, Page 230, said Deeds, as effectively approved by Town of Acton, Board of Health and Massachusetts Department of Health, dated March 21, 1972, recorded April 28, 1972 in Book 12195, Page 22, said Deeds.
4. Terms and Provisions of an Agreement dated July 30, 1970 recorded September 24, 1970 in Book 11894, Page 614, said Deeds, as affected by Amendment and Release, dated February 13, 1981 recorded in Book 14256, Page 558, said Deeds.

GRANTEE(S) ADDRESS:

SEE PLAN IN RECORD BOOK 15137 PAGE 128

BOOK 15397 P. 246  
BOOK 15397 P. 257

5. Easement as set forth in that certain grant, dated March 23, 1970, recorded September 24, 1970 in Book 11894, Page 619 said Deeds.
6. Taking of Great Road by Commonwealth of Massachusetts Department of Public Works, dated June 11, 1970 recorded June 24, 1970 in Book 6404, Page 1, said Deeds.
7. Rights of others in Nonset Path as set forth in that certain deed between Community Concepts Corporation and Trustees of Nagog Woods Trust, dated January 14, 1972 recorded January 17, 1972 in Book 12143, Page 731, said Deeds.
8. Order of Conditions under Wetlands Protection Act, dated April 18, 1978 recorded May 2, 1978 in Book 12432, Page 10, said Deeds.
9. Declaration of Restrictive Covenants dated February 7, 1977 recorded February 8, 1977 in Book 13138, Page 427, said Deeds.
10. Agreement with Water Supply District of Acton To Pay Demand Charge dated October 12, 1972 recorded December 13, 1972 as amended by First Amendment dated May 14, 1974 recorded May 20, 1974 in Book 12633, Page 191, said Deeds.
11. Easement granted to Boston Edison Company and New England Telephone and Telegraph Company, as set forth in that certain instrument dated December 6, 1972 recorded March 14, 1974 in Book 12600, Page 256, said Deeds.
12. Order of Conditions issued by the Commonwealth of Massachusetts Department of National Resources, dated April 5, 1972 recorded in Book 12191, Page 607, said Deeds, as effected by Extension Permit dated April 24, 1973 recorded January 21, 1974 in Book 12581, Page 115, said Deeds.
13. Easement granted to Nagog Treatment Corporation by that certain instrument dated February 8, 1979 recorded February 8, 1979 in Book 13640, Page 103, said Deeds.
14. Sewage Treatment Agreement between Nagog Treatment Corporation and Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust, dated February 8, 1979 recorded February 8, 1979 in Book 13640, Page 104, said Deeds.
15. Rights and easements of others to use the areas marked "A" and "S" as shown on a plan entitled "Plan of Land in Acton, Mass." dated January 15, 1970, by Acton Survey and Engineering, Inc. recorded at the end of Book 11833, as Plan No. 466, of 1970, said Deeds.
16. Access Easement as set forth in that certain deed from Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust to Curt R. Feuer and Gerald R. Simches, Trustees of Nonset Trust, recorded April 1, 1980 in Book 13935, Page 49, said Deeds.
17. Easement from Robert A. Peters, Trustee of Blackstone Middlesex Realty Trust to Boston Edison Company and New England Telephone and Telegraph Company, recorded April 10, 1980 in Book 13942, Page 124, said Deeds.
18. Extension Permit under WETLAND PROTECTION ACT, dated May 22, 1980 recorded June 16, 1980 in Book 13988, Page 278, said Deeds.
19. Easements and other matters as shown on "Record Plan of Land on Nonset Path, Great Road and Henley Road, Acton, Mass." dated July 18, 1980, Nolan Engineering Service, recorded in Book 14184, Page 114, said Deeds.
20. Restriction agreement dated January 5, 1981 recorded in Book 14184, Page 114, said Deeds.

Being part of the premises conveyed in deed of Nagog Community Developers, Inc. dated February 8, 1979 and recorded with Middlesex South District Registry of Deeds, in Book 13640, Page 99.

Cancelled

Cancelled

161/5591 SID

Executed as a sealed instrument this 26th day of July 1983

*Robert A. Peters, Trustee*  
Robert A. Peters, Trustee as aforesaid

**The Commonwealth of Massachusetts**

Middlesex, ss.

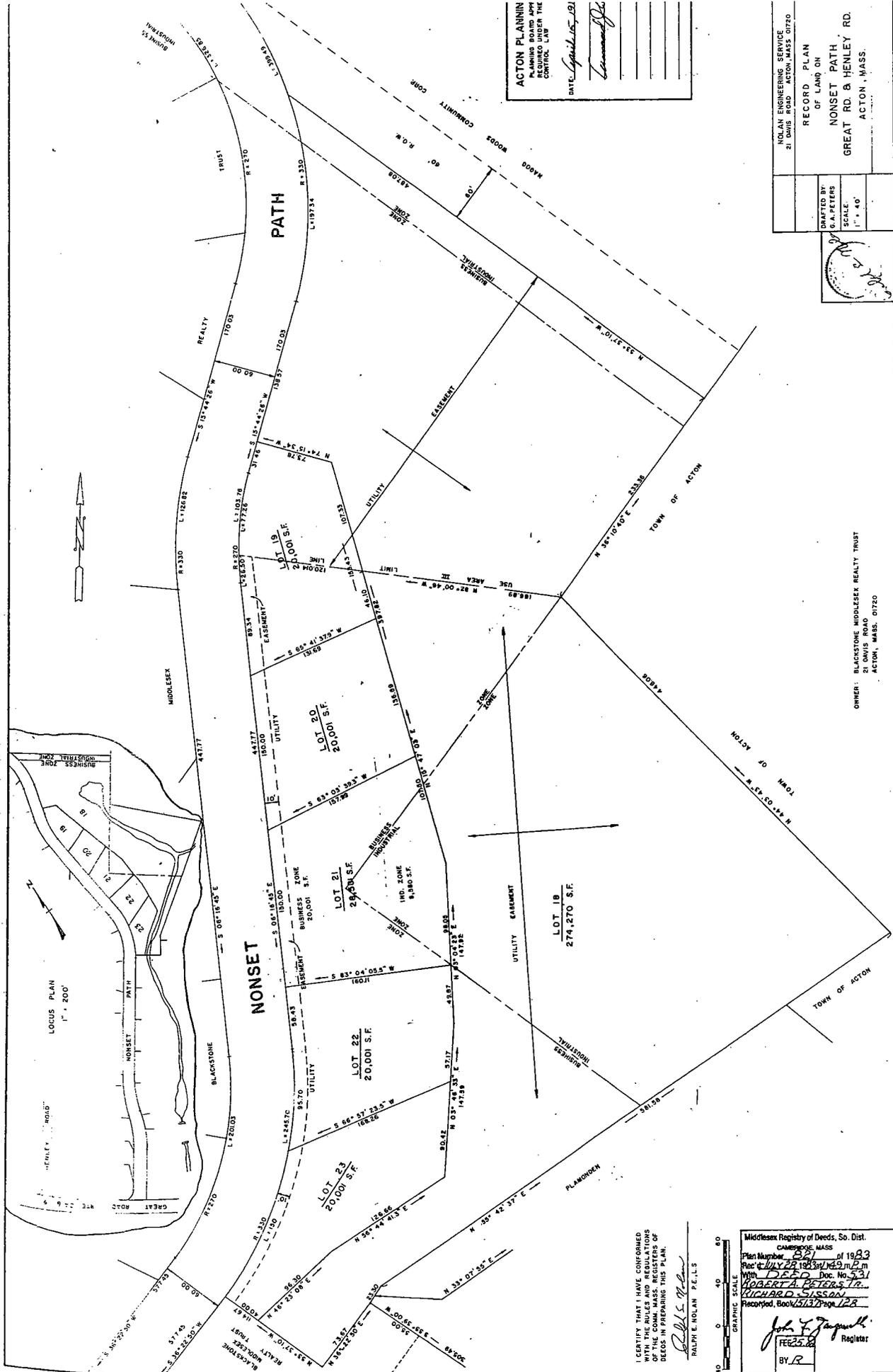
July 26, 1983

Then personally appeared the above named Robert A. Peters, Trustee as aforesaid

and acknowledged the foregoing instrument to be his free act and deed, before me

*Leon Richard LeClair, Jr.*  
Leon Richard LeClair, Jr. Notary Public

My commission expires May 25, 1984



**ACTON PLANNING BOARD**  
 REVIEWED UNDER THE CONTROL LAW  
 DATE: April 15, 2011  
 [Signature]

**NOLAN ENGINEERING SERVICE**  
 21 DAVIS ROAD, ACTON, MASS. 01720  
 RECORD PLAN OF LAND ON  
**NONSET PATH**  
 GREAT RD. & HENLEY RD.  
 ACTON, MASS.  
 DRAWN BY: G.A. PETERS  
 SCALE: 1" = 40'



OWNER: BLACKSTONE MIDDLESEX REALTY TRUST  
 ACTON, MASS. 01720

LOCUS PLAN  
 1" = 200'

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS IN PREPARING THIS PLAN.

[Signature]  
 RALPH E. NOLAN P.E./L.S.

GRAPHIC SCALE  
 0 20 40 60

Middlesex Registry of Deeds, So. Dist.  
 CAMBRIDGE, MASS.  
 Plan Number 887 of 1993  
 Rec'd 4/15/11 10:31 AM  
 BY DOUGLAS Doc. No. 531  
ROBERTA PETERSON  
RICHARD GISSON  
 Recorded, Book 5132 Page 128  
 [Signature]  
 Registrar  
 BY R