

RECORD AND RETURN TO:

~ Recording Information Area ~

GRANT OF TEMPORARY EASEMENT

WHEREAS, Kimberly A. Powers, Trustee of Bravery Realty Trust u/d/t dated September 14, 2005 and recorded with the Middlesex South Registry of Deeds at Book 46106, Page 64 (the "Grantor"), is the owner of the premises known and numbered as 144 Great Road, Acton, Massachusetts (the "Grantor's Land"), shown on a plan entitled "Plan of Land in Acton, Massachusetts (Middlesex County) for: The Bravery Realty Trust, scale: 1" = 20', June 10, 2008" prepared by Stamski and McNary, Inc. and recorded on February 4, 2009 at the Middlesex South Registry of Deeds (the "Registry") as Plan 69 of 2009 (the "Plan"); and

WHEREAS, the Town of Acton, a municipal corporation located at 472 Main Street Acton, MA 01720 (the "Grantee"), is the holder of a permanent access easement (the "Access Easement") over a portion of the Grantor's Land (the "Access Easement Area") pursuant to that certain Grant of Access Easement, dated as of May 15, 2009, from Grantor for the benefit of Grantee and recorded in Book 53298, Page 508 of the Registry; and

WHEREAS, Grantee wishes to perform certain work in the Access Easement Area permitted under the terms of the Access Easement ("Grantee's Work") and in connection with such work desires a temporary easement over that certain portion of Grantor's Land depicted as parcel A-TE-18 (the "Temporary Easement Area") on the plan prepared by Greenman Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Bruce Freeman Rail Trail Phase 2A, in the Towns of Westford, Carlisle & Acton, Middlesex County, Federal Aid Project No. _____, Preliminary Right of Way" and originally dated April 30, 2008, most recently revised March 17, 2014, and identified as Project File No. 604532, on file with the Massachusetts Department of Transportation ("Easement Plan");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, with quitclaim covenants, to Grantee, for the temporary term of three (3) years, the right and easement in gross to use the Temporary Easement Area in common with the Grantor in connection with Grantee's Work within the Access Easement Area, including but not limited the installation of drainage equipment within the Access Easement Area.

144 Great Road, Acton, Middlesex County, MA

With respect to the rights and easements hereby established, the Grantor and the Grantee hereby agree as follows:

(a) The Grantee shall make reasonable efforts to minimize interference with the use of the Grantor's Land by the Grantor during the Grantee's construction and maintenance related to its use of the Temporary Easement Area and shall, in performing its work, exercise caution with respect to the condition of the Access Easement Area and the Temporary Easement Area.

(b) The Grantee shall undertake to maintain the Temporary Easement Area if such area is used by the Grantee as provided herein and at the final conclusion of any work shall loam and seed the Temporary Easement Area.

(c) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Easement Area by the Grantor and the Grantor's guests and invitees so long as any such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that use of and access to the Easement Area by Grantor and Grantor's guests and invitees may be limited during actual construction activity in the reasonable discretion of Grantee.

(d) The rights and obligations hereunder shall be binding upon and shall inure to the benefit of: (i) the Grantor and the Grantor's successors and assigns as owners of the Grantor's Land; and (ii) the successors and assigns of the Grantee.

(e) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is part of the planned Bruce Freeman Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

(f) Kimberly A. Powers certifies that Bravery Realty Trust is the owner of the Grantor's Land as identified in a deed from Russell A. Nylander and Richard C. Nylander, successor Co-Trustees under the Nylander Realty Trust, said deed dated September 15, 2005 and recorded with the Middlesex South Registry of Deeds in Book 46106, Page 68. Kimberly A. Powers further certifies that there are no mortgages or encumbrances of record or otherwise on the Grantor's Land that prevent either party from entering into this Temporary Easement or will impact the enforceability of this Temporary Easement.

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Executed this 15th day of August, 2014.

Kimberly Powers
Kimberly Powers, Trustee, Bravery Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of August 2014, before me, the undersigned notary public, appeared Kimberly A. Powers, known to me personally to be the person whose name is signed above and acknowledged to me that she signed the preceding document voluntarily for its stated purpose as Trustee of Bravery Realty Trust.

Wendy E. Baker
Notary Public:
My Commission expires:



Wendy E. Baker
Notary Public
Commonwealth of Massachusetts
My Comm. Expires April 15, 2016

ACCEPTANCE AND AGREEMENT
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me _____

Notary Public

My Commission Expires:

RECORD AND RETURN TO:

~ Recording Information Area ~

GRANT OF TEMPORARY EASEMENT

WHEREAS, Kimberly A. Powers, Trustee of Bravery Realty Trust u/d/t dated September 14, 2005 and recorded with the Middlesex South Registry of Deeds at Book 46106, Page 64 (the "Grantor"), is the owner of the premises known and numbered as 144 Great Road, Acton, Massachusetts (the "Grantor's Land"), shown on a plan entitled "Plan of Land in Acton, Massachusetts (Middlesex County) for: The Bravery Realty Trust, scale: 1" = 20', June 10, 2008" prepared by Stamski and McNary, Inc. and recorded on February 4, 2009 at the Middlesex South Registry of Deeds (the "Registry") as Plan 69 of 2009 (the "Plan"); and

WHEREAS, the Town of Acton, a municipal corporation located at 472 Main Street Acton, MA 01720 (the "Grantee"), is the holder of a permanent access easement (the "Access Easement") over a portion of the Grantor's Land (the "Access Easement Area") pursuant to that certain Grant of Access Easement, dated as of May 15, 2009, from Grantor for the benefit of Grantee and recorded in Book 53298, Page 508 of the Registry; and

WHEREAS, Grantee wishes to perform certain work in the Access Easement Area permitted under the terms of the Access Easement ("Grantee's Work") and in connection with such work desires a temporary easement over that certain portion of Grantor's Land depicted as parcel A-TE-18 (the "Temporary Easement Area") on the plan prepared by Greenman Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Bruce Freeman Rail Trail Phase 2A, in the Towns of Westford, Carlisle & Acton, Middlesex County, Federal Aid Project No. ____, Preliminary Right of Way" and originally dated April 30, 2008, most recently revised March 17, 2014, and identified as Project File No. 604532, on file with the Massachusetts Department of Transportation ("Easement Plan");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, with quitclaim covenants, to Grantee, for the temporary term of three (3) years, the right and easement in gross to use the Temporary Easement Area in common with the Grantor in connection with Grantee's Work within the Access Easement Area, including but not limited the installation of drainage equipment within the Access Easement Area.

With respect to the rights and easements hereby established, the Grantor and the Grantee hereby agree as follows:

(a) The Grantee shall make reasonable efforts to minimize interference with the use of the Grantor's Land by the Grantor during the Grantee's construction and maintenance related to its use of the Temporary Easement Area and shall, in performing its work, exercise caution with respect to the condition of the Access Easement Area and the Temporary Easement Area.

(b) The Grantee shall undertake to maintain the Temporary Easement Area if such area is used by the Grantee as provided herein and at the final conclusion of any work shall loam and seed the Temporary Easement Area.

(c) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Easement Area by the Grantor and the Grantor's guests and invitees so long as any such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that use of and access to the Easement Area by Grantor and Grantor's guests and invitees may be limited during actual construction activity in the reasonable discretion of Grantee.

(d) The rights and obligations hereunder shall be binding upon and shall inure to the benefit of: (i) the Grantor and the Grantor's successors and assigns as owners of the Grantor's Land; and (ii) the successors and assigns of the Grantee.

(e) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is part of the planned Bruce Freeman Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

(f) Kimberly A. Powers certifies that Bravery Realty Trust is the owner of the Grantor's Land as identified in a deed from Russell A. Nylander and Richard C. Nylander, successor Co-Trustees under the Nylander Realty Trust, said deed dated September 15, 2005 and recorded with the Middlesex South Registry of Deeds in Book 46106, Page 68. Kimberly A. Powers further certifies that there are no mortgages or encumbrances of record or otherwise on the Grantor's Land that prevent either party from entering into this Temporary Easement or will impact the enforceability of this Temporary Easement.

[Remainder of Page Intentionally Left Blank]

Executed this 15th day of August, 2014.

Kimberly Powers
Kimberly Powers, Trustee, Bravery Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of August 2014, before me, the undersigned notary public, appeared Kimberly A. Powers, known to me personally to be the person whose name is signed above and acknowledged to me that she signed the preceding document voluntarily for its stated purpose as Trustee of Bravery Realty Trust.

Wendy E. Baker
Notary Public:
My Commission expires:



Wendy E. Baker
Notary Public
Commonwealth of Massachusetts
My Comm. Expires April 15, 2016

ACCEPTANCE AND AGREEMENT
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me _____

Notary Public

My Commission Expires:

RECORD AND RETURN TO:
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attn: Benjamin A. Eastwood

~ Recording Information Area ~

EASEMENT AGREEMENT

This Easement Agreement is executed this ____ day of _____ 2014 by and between Nagog Knoll LLC, a Massachusetts limited liability company having an address of 260 Great Road, Acton Massachusetts, 01720 ("Grantor"), and the Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720 ("Grantee").

WHEREAS, Grantor is the owner of certain real property commonly known as 48 Brook Street, Acton, Massachusetts, as described with more particularity on Exhibit A of this Easement Agreement ("Grantor's Land").

WHEREAS, Grantor has agreed to grant, and Grantee has agreed to accept a permanent non-exclusive easement over that portion of Grantor's Land depicted as parcel A-E-3 (the "Easement Area") on the plan [prepared by Greenman-Pedersen, Inc. titled "Plan Showing Easement for the Purpose of the Construction of Bruce Freeman Rail Trail Phase 2A, Acton, MA, Middlesex County over Land of Nagog Knoll LLC" and dated _____ 2014, most recently revised _____, 2014], recorded herewith with the Middlesex South Registry of Deeds ("Easement Plan").

NOW THEREFORE, in consideration of the sum of \$15,000.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual non-exclusive right and easement in gross (the "Easement") over, under, across and upon the Easement Premises for Grantee to use the Easement Premises in common with Grantor and others from time to time entitled to use the same: (a) for the passage and re-passage by the public by foot, bicycle and car from Brook Street and the railroad right of way owned by the Commonwealth of Massachusetts by and through MassDOT (formerly EOTC), which is designated as the future Bruce Freeman Rail Trail; (b) to clear the Easement Premises and construct, install, inspect, repair, replace, relocate, operate, maintain, upgrade, use and remove: (i) a ramp and trail (paved or otherwise) on or within the Easement Premises in the approximate location set forth on the Easement Plan which ramp and trail shall be used for transportation and recreation by pedestrians, bicycles, and other non-

Property address: 48 Brook Street, Acton, MA

motorized vehicles, and all uses to which multi-use rail-trails and bike paths are used in the Commonwealth of Massachusetts now and in the future (collectively, the "Ramp Improvements"), and (ii) any associated landscaping (collectively, the "Grantee's Improvements"); and (c) for the Grantee's and the public's non-exclusive right to park cars in up to twelve (12) parking spaces, including one designated handicapped parking space (the "Rail Trail Parking Spaces") in the approximate locations designated on the Easement Plan.

2. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Premises that will interfere with the Easement or the Grantee's Improvements without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void. Notwithstanding the foregoing, Grantee acknowledges that a portion of Grantor's Land is encumbered by that certain agreement entered into for the benefit of Verizon New England, Inc., dated as of November 10, 2000, and recorded with the Middlesex South Registry of Deeds in Book 32184, Page 203, and such portion of Grantor's Land may include a portion of the Easement Area.

3. Grantee shall construct and install Grantee's Improvements in a good and workmanlike quality, including, without limitation, creating the easement trail, ramp and right of way from the Rail Trail Parking Spaces to the Rail Trail, designating, surfacing, marking, striping and otherwise signing the spaces as "Rail Trail" designated parking spaces, landscaping and planting (including loam and seed) in and around the surfaced areas, and restoring all disturbed areas to finished landscaped and parking areas when completed. Grantor shall not be liable for maintenance of the Ramp Improvements.

4. Grantor shall have no obligation to maintain, operate, repair and/or replace the Grantee's Improvements, including without limitation the trail located within the Easement Premises or to install or construct said trail.

5. Grantee shall have the right to permit members of the public to use and traverse the Easement Premises as part of the "Bruce Freeman Rail Trail" or otherwise, and Grantee shall be permitted to allow its employees and designees to exercise any or all of Grantee's rights under Section 1 of this Easement Agreement.

6. The grant of the rights herein is not intended to prohibit the use of the Easement Premises by Grantor, Grantor's tenants, or Grantor's tenants' customers and invitees; Grantee acknowledges that during peak shopping days and times, the parking spaces described in Section 1(c) of this Easement Agreement may be used by such customers and invitees.

7. Grantee acknowledges that during heavy snow season the Rail Trail Parking Spaces may be used for snow storage in connection with the plowing of Grantor's Property.

8. Grantor acknowledges that Grantee's contemplated work within the Easement Area is part of the planned Bruce Freeman Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

9. Grantee shall maintain comprehensive general liability insurance on an occurrence basis insuring against claims and demands against, and liability of, Grantor and/or Grantee for personal injury and property damage arising out of and in connection with Grantee's use or occupancy of the Easement Area. Upon request by Grantor, Grantee shall furnish certificates of insurance to Grantor, naming Grantor as additional insured. To the extent permitted by law, Grantee shall indemnify and save harmless Grantor for accidents or injury to persons or property while in or upon the Easement Area.

10. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

Nothing in this Easement Agreement limits the ability of the Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor and Grantee including, to the extent applicable, the so-called "Recreational Use Statute", M.G.L. c. 21, §17C(a). Grantee agrees to post notice of this Statute on the Easement Area. This Deed of Easements is granted for the express purpose of permitting members of the public to use such land for recreational purposes, at their own risk, without imposing a charge or fee therefor, and neither Grantor or Grantee shall at any time impose a charge or fee on members of the public for the use of the public bike path to be created on the Easement Premises or for any other purpose.

Grantor warrants and represents that it has the sole and exclusive right to grant the Easement, and that there are no mortgages or encumbrances of record or otherwise on the Easement Area that will negate or negatively impact this Easement Agreement.

Grantor further warrants and represents that the individual executing this Easement Agreement is duly authorized and fully qualified to execute this Easement Agreement on behalf of the Grantor.

For Grantor's title see Quitclaim Deed dated May 23, 2008 recorded in the Middlesex South District Registry of Deeds in Book 51219, Page 414.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

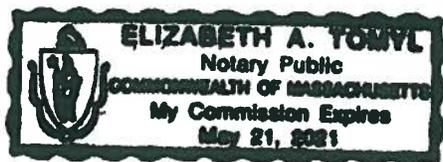
NAGOG KNOLL, LLC

By: 
Marvin Gould, Manager

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 15 day of August, 2014, before me, the undersigned Notary Public, personally appeared the above named Manager of Nagog Knoll, LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public
My Commission Expires:

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me _____

Notary Public
My Commission Expires:

Exhibit A

Legal Description of Grantor's Property

(see attached)

RECORD AND RETURN TO:

Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attn: Benjamin A. Eastwood

~ Recording Information Area ~

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "Agreement") is executed this 12 day of August, 2014 by and between Debra Grace Jeanson, trustee of M & D Realty Company, u/d/t dated February 25, 1993 and recorded with the Middlesex South Registry of Deeds (the "Registry") at Book 22945 Page 23 ("Grantor"), and the Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720 ("Grantee").

WHEREAS, pursuant to that certain Quitclaim Deed recorded with the Registry in Book 22945, Page 42, Grantor is the owner of the premises known and numbered as 21 Wetherbee Street, Acton, Massachusetts (the "Grantor's Land"); and

WHEREAS, in connection with the construction of the Bruce Freeman Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-12 (the "Temporary Easement Area") on the plan prepared by Greenman Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Bruce Freeman Rail Trail Phase 2A, in the Towns of Westford, Carlisle & Acton, Middlesex County, Federal Aid Project No. _____, Preliminary Right of Way", originally dated April 30, 2008, most recently revised April 30, 2014, and identified as Project File No. 604532, on file with the Massachusetts Department of Transportation ("Easement Plan").

WHEREAS, Grantor has agreed to grant, and Grantee has agreed to accept, a temporary easement over the Temporary Easement area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, with quitclaim covenants, to Grantee, for the temporary term of three (3) years from the date hereof, the right and easement in gross to use the Temporary Easement Area in common with the Grantor for the purpose of completing Grantee's Work (as such term is defined herein) within the Temporary Easement Area.

21 Wetherbee Street, Acton, Middlesex County, MA

With respect to the rights and easement hereby established, the Grantor and the Grantee hereby agree as follows:

(a) During the term of this Agreement, Grantee may enter into the Temporary Easement Area for the purpose of performing "Grantor's Work", which shall include the following: realigning Grantor's driveway with Wetherbee Street, and any and all related work and improvements within the Temporary Easement Area, including but not limited to, grading, removing all or any portion of the existing driveway within the Temporary Easement Area and paving all or any portion of the Temporary Easement Area with hot mix asphalt. Grantee shall make reasonable efforts to minimize interference with the use of the Grantor's Land by the Grantor during the Grantee's use of the Temporary Easement Area and shall, in performing its work, exercise caution with respect to the condition of the Temporary Easement Area.

(b) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Temporary Easement Area by the Grantor and the Grantor's guests and invitees provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that Grantor and Grantor's guests and invitees may not use and access the Temporary Easement Area during actual construction activity except for reasonable ingress and egress access to the Grantor's land after giving adequate notice to the contractors on site.

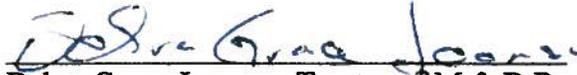
(c) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is made in connection with the planned Bruce Freeman Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

(d) Debra Grace Jeanson certifies that M & D Realty Company is the owner of the Grantor's Land. Debra Grace Jeanson further certifies that there are no mortgages or encumbrances of record or otherwise on the Grantor's Land that prevent either party from entering into this Agreement or will impact the enforceability of this Agreement.

(e) This instrument may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Grantor and Grantee.

[Remainder of Page Intentionally Left Blank]

Executed this 12 day of August, 2014.



Debra Grace Jeanson, Trustee of M & D Realty Company

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 12 day of August, 2014, before me, the undersigned notary public, appeared Debra Grace Jeanson, known to me personally to be the person whose name is signed above and acknowledged to me that she signed the preceding document voluntarily for its stated purpose as Trustee of Bravery Realty Trust.





Notary Public

My commission expires

ACCEPTANCE AND AGREEMENT
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, ~~and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of~~ the Town of Acton, before me _____

Notary Public

My Commission Expires:

RECORD AND RETURN TO:
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attn: Benjamin A. Eastwood

Recording Information Area

DEED OF EASEMENTS
FOR BIKE PATH PURPOSES

The Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720, acting as grantor hereunder (in such capacity, "Grantor"), owner of that certain real property identified as Lot 1 on the plan of land recorded in the Middlesex South District Registry of Deeds (the "Registry") as Plan 1371 of the year 1975, in full consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby grants to The Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720, its successors and assigns (collectively, and in such capacity, "Grantee"), with Quitclaim Covenants, permanent and perpetual rights-of-way and easements for public bike path purposes, as that term is defined by M.G.L. c. 90E, §1, including, but not limited to, the right to pass and re-pass on non-motorized vehicles and on foot, and to construct, repair, replace, and maintain said bike path, and to make any and all reasonable use of the premises incidental to such use, over the parcels designated as AE-6 and AE-7 as shown on the plan prepared by Greenman Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Bruce Freeman Rail Trail Phase 2A, in the Towns of Westford, Carlisle & Acton, Middlesex County, Federal Aid Project No. ____, Preliminary Right of Way" and originally dated April 30, 2008, most recently revised August 13, 2014, and identified as Project File No. 604532, on file with the Massachusetts Department of Transportation. The approximate location of the easement areas are shown on Exhibit A attached hereto.

~~For Grantor's title, see that certain instrument recorded in the Registry in Book 12198, Page 397.~~

[Remainder of Page Intentionally Left Blank; Signatures Follow]

EXECUTED under seal as of this ____ day of _____, 2014.

GRANTOR, TOWN OF ACTON:

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me _____

Notary Public
My Commission Expires:

Accepted by GRANTEE.

TOWN OF ACTON

By its Board of Selectmen

Mike Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet K. Adachi

Franny Osman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Mike Gowing, Katie Green, Peter Berry, Janet K. Adachi, and Franny Osman proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me _____

Notary Public

My Commission Expires:

Exhibit A

(see following pages)