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**RELEASE AND GATE/ROAD MAINTENANCE AGREEMENT**

This Release and Gate/Road Maintenance Agreement (the "Instrument"), dated this 14<sup>th</sup> day of February, 2011, is by and among WALKER REALTY LLC, a Massachusetts limited liability company, with an address of 2 Lan Drive, Westford, MA 01886 (the "Developer"), Ronald J. Albuquerque and Amy B. Austin, with an address of 12 Isaac Davis Way, Acton, MA 01720 (the "Albuquerque's"), John E. Ryder, Jr. and Heidi Hunter Ryder with an address of 10 Isaac Davis Way, Acton, MA 01720 (the "Ryders"), and Michael Coppolino and Nancy Coppolino, with an address of 14 Isaac Davis Way, Acton, MA 01720 (the "Coppolino's"); together with the Albuquerque's and the Ryders, the "Owners").

Property Address: 352 Main Street, Acton, Massachusetts,

**RECITALS**

A. Developer is the owner of certain real estate known as 352 Main Street, Acton, Massachusetts, which property is shown as Lot 1, Lot 2 and Lot A on a plan entitled "Plan of Land Main Street and Isaac Davis Road Acton, Massachusetts Prepared for: Michael King 14 Glendale Street Maynard, Mass 01754" Scale 1 inch = 40 feet, dated April 25, 2006, by Acton Survey and Engineering, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 646 of 2006, and as Lot 1 on a plan surveyed for Daniel H. Scarlett by Horace F. Tuttle, dated November 6, 1941, recorded with said Deeds in Book 6562, Page 329 (the "November 1941 Plan") (collectively, the "Developer's Property").

B. Owners are owners of certain real estate known as 10, 12 and 14 Isaac Davis Way, Acton, Massachusetts, which property is shown as Lot A, Lot B and Lot C on a plan entitled "Plan of Land in Acton (Middlesex County) For: Fenton", Scale 1" = 20', July 9, 1993, Stamski and McNary, Inc., recorded in said Deeds as Plan No. 568 of 1993 (the "Owners' Property").

C. Developer intends to build certain improvements on the Developer's Property and has requested the Owners' cooperation. Owners are willing to cooperate, as provided in a separate letter agreement dated as of January 27, 2011, but in consideration therefore, Owners require Developer to terminate certain easement rights in Isaac Davis Way and to maintain (i) the gate currently located on Isaac Davis Way and abutting the Developer s Property and (ii) the portion of Isaac Davis Way that crosses over the Developer's Property.

NOW THEREFORE, Developer and Owners agree as follows:

1. Grant/Release/Termination of Easement Rights. FOR CONSIDERATION OF TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE NON-MONETARY CONSIDERATION, Developer hereby GRANTS and RELEASES to Owners, and agrees to terminate, all its right, title and interest in and to, any access, egress and other rights it may have in and to Isaac Davis Way, including rights to pass

and re-pass by foot or by vehicle and to install and maintain utilities, provided however, Developer shall retain (i) the right of access and egress for Emergency Use, (ii) the right to maintain any utilities that are currently located in that portion of Isaac Davis Way that crosses over the Developer's Property, and (iii) the right of access and egress, by vehicle or by foot, over that portion of Isaac Davis Way that crosses over the Developer's Property. "Emergency Use" shall mean use in connection with addressing fire, safety and medical emergencies on the Developer's Property, such use to include the passage over Isaac Davis Way by fire, police and medical emergency vehicles, but such use shall not include diversion of traffic for the purpose of addressing traffic emergencies. Isaac Davis Way is shown on the 1941 Plan and on a plan surveyed for Daniel H. Scarlett by Horace F. Tuttle, dated May 7, 1941, recorded with said Deeds in Book 6496, Page 423(the "May 1941 Plan").

2. Continued Access Rights of Owners. Developer agrees that Owners shall continue to have (i) access and egress rights, by vehicle or by foot, over Isaac Davis Way, including the portion of Isaac Davis Way which crosses over the Developer's Property, for all purposes for which roadways, driveways and access ways are commonly used, and (ii) rights to install and maintain utilities in Isaac Davis Way, including the portion of Isaac Davis Way that crosses over the Developer's Property, and in connection with such rights, the Owners shall have the right to pave, construct, maintain, repair and replace such way (the "Easement"). In the event that such utility work is performed on behalf of Owners, Owners or so many of them for which the work is performed, agree to repave any areas disturbed as a result of said installation and provide insurance from contractors performing such installation.

3. Maintenance of Gate and Road. Developer agrees to maintain the wood gate that is currently installed on Isaac Davis Way (the "Gate"), in its current location as of the date hereof (on the northern boundary of Developer's Property), and in connection therewith, agrees to repair and replace the Gate to keep it in good working order (allowing the opening and closing thereof); and further agrees to be responsible for maintaining, repairing and replacing (as necessary), at Developer's sole cost and expense, the paved surface of the portion of Isaac Davis Way that crosses over the Developer's Property, including, without limitation, snow and ice removal.

4. Running with the Land. The rights and privileges, covenants, restrictions, benefits and obligations granted, released, terminated, established, created, and reserved herein by this instrument shall be perpetual and run with the land. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the Developer's Property and the Owner's Property (collectively, the "Properties"), their heirs, executors, administrators, successors or assigns.

5. Amendments. The provisions of this Instrument may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the owner or owners of all the Properties, and of all mortgagees under any mortgage covering all or any part of said Properties, by declaration in writing, executed and acknowledged by all said owners and mortgagees duly recorded in the Middlesex South Registry of Deeds;

this Instrument may not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

6. Survival of Merger. The rights and privileges, release and termination of easement rights, restrictions, benefits and obligations established, created, reserved and granted herein by this instrument, as they apply to and between the Properties herein shall remain in full force and effect, shall continue to be perpetual, and shall not be affected by any merger of all or a portion of the Properties herein described.

7. Successors and Assigns. The rights and privileges, release and termination of easement rights, covenants, restrictions, benefits and obligations established, created, reserved and granted herein by this instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

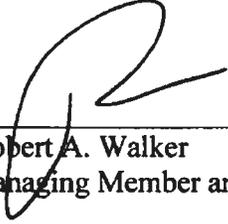
*For Title Reference See Bk 50967 Pg. 193*

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WITNESS our hands and seals this 14<sup>th</sup> day of February, 2011

**DEVELOPER:**

WALKER REALTY LLC

By:   
Names: Robert A. Walker  
Title: Managing Member and authorized signatory

**OWNERS:**

By: \_\_\_\_\_  
Ronald J. Albuquerque

By: \_\_\_\_\_  
Amy B. Austin

By: \_\_\_\_\_  
John E. Ryder, Jr.

By: \_\_\_\_\_  
Heidi Hunter Ryder

By: \_\_\_\_\_  
Michael Coppolino

By: \_\_\_\_\_  
Nancy Coppolino

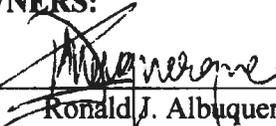
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Amy B. Austin

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John E. Ryder, Jr.

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Heidi Hunter Ryder

By: \_\_\_\_\_  
Michael Coppolino

By: \_\_\_\_\_  
Nancy Coppolino

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Title: Managing Member and authorized signatory

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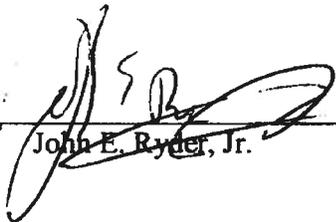
By: \_\_\_\_\_

Ronald J. Albuquerque

By: \_\_\_\_\_

Amy B. Austin

By: \_\_\_\_\_



John E. Ryder, Jr.

By: \_\_\_\_\_

Heidi Hunter Ryder

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By: \_\_\_\_\_

Nancy Coppolino

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Michael Coppolino

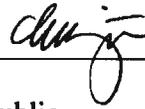
By:   
Nancy Coppolino

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

February 14<sup>th</sup>, 2011

On this 14<sup>th</sup> day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Robert A. Walker, Managing Member of Walker Realty LLC, proved to me through satisfactory evidence of identification, which was a [Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to be the free act and deed of Walker Realty LLC, and that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 6/24/2013

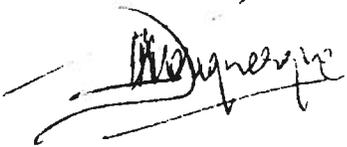


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

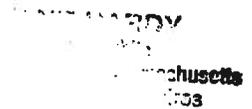
February 12, 2011

On this 12 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Ronald J. Albuquerque, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to his free act and deed and that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires:

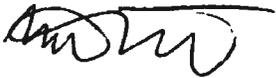


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

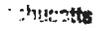
February 12, 2011

On this 12 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Amy B. Austin, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to her free act and deed and that she signed it voluntarily for its stated purpose.



Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Subfolk, ss

February 14, 2011

On this 14 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named John E. Ryder, Jr., proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to his free act and deed and that hshe signed it voluntarily for its stated purpose.

*Patricia A. Murphy*

Notary Public  
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

February \_\_, 2011

On this \_\_\_\_ day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Heidi Hunter Ryder, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to her free act and deed and that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

February \_\_, 2011

On this \_\_\_\_ day of February, 2011, before me, the undersigned notary public, personally appeared the above-named John E. Ryder, Jr., proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to his free act and deed and that hshe signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

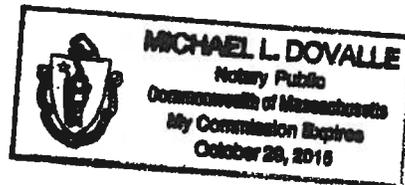
COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

February 14, 2011

On this 14 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Heidi Hunter Ryder, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to her free act and deed and that she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

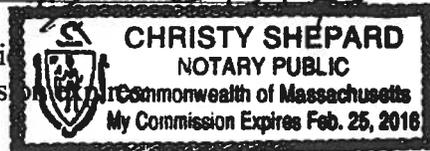
Middlesex

February 19, 2011

On this 19 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Michael Coppolino, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to his free act and deed and that he signed it voluntarily for its stated purpose.

*[Handwritten Signature]*

Notary Public  
My commission expires



COMMONWEALTH OF MASSACHUSETTS

Middlesex

February 19, 2011

On this 19 day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Nancy Coppolino, proved to me through satisfactory evidence of identification, which was [a Massachusetts driver's license], to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged the foregoing instrument to her free act and deed and that she signed it voluntarily for its stated purpose.

*[Handwritten Signature]*

Notary Public  
My commission expires

