

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 \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Ross W. Israel and Christine Israel-Dwyer ("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 Massachusetts Quitclaim Deed Short Form Confirmatory recorded with the Middlesex South Registry of Deeds (the "Registry") at in Book 60370, Page 57, Grantor is the owner of the premises known and numbered as 90 Martin Street, Acton, Massachusetts (the "Grantor's Land");

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-59 (the "Temporary Easement Area") on the plan prepared by Greenman-Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Assabet River Rail Trail, in the Towns of Maynard & Acton, Middlesex County, Federal Aid Project No. CMAQ/STP-TE-002S(836)", originally dated October, 2006, most recently revised June 24, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and

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.

90 Martin 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: locating bales of hay and temporary sheeting within the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor's use of the Grantor's Land during the Grantee's use of the Temporary Easement Area.

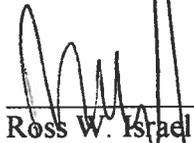
(b) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Temporary Easement Area by the Grantor and the Grantor's guests and invitees provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that neither Grantor nor Grantor's guests and invitees may use or access the Temporary Easement Area at any time between Grantee's commencement and completion of Grantor's Work within the Temporary Easement Area.

(c) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River 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) 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 7 day of August, 2015.

  
\_\_\_\_\_  
Ross W. Israel

  
\_\_\_\_\_  
Christine Israel-Dwyer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7 day of August 2015, before me, the undersigned notary public, appeared Ross W. Israel, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public  
My commission expires 12/3/21

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7 day of August 2015, before me, the undersigned notary public, appeared Christine Israel-Dwyer, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public  
My commission expires 12/3/21

ACCEPTANCE AND AGREEMENT  
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

\_\_\_\_\_  
Katie Green, Chair

\_\_\_\_\_  
Janet K. Adachi

\_\_\_\_\_  
Peter J. Berry

\_\_\_\_\_  
Franny Osman

\_\_\_\_\_  
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and Chingsung Chang 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 ~

### TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Steven T. Manning ("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 Middlesex South Registry of Deeds (the "Registry") at in Book 32111, Page 208, Grantor is the owner of the premises known and numbered as 18 Maple Street, Acton, Massachusetts (the "Grantor's Land");

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-17 (the "Temporary Easement Area") on the layout plan prepared by Greenman-Pedersen, Inc., titled "Easement Location in the Town of Acton Prepared for Steven Manning", progress print dated July 1, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and Federal Aid # CMAQ/STP-TE-002S(836).

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.

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: grading the Temporary Easement Area, and then following completion of such grading work, applying loam and seed to the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor’s use of the Grantor’s Land during the Grantee’s use of the Temporary Easement Area.

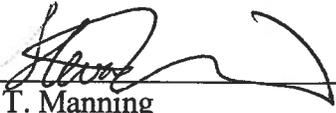
(b) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Temporary Easement Area by the Grantor and the Grantor’s guests and invitees provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that neither Grantor nor Grantor’s guests and invitees may use or access the Temporary Easement Area at any time between Grantee’s commencement and completion of Grantor’s Work within the Temporary Easement Area.

(c) Grantor acknowledges that Grantee’s contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River 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) 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.

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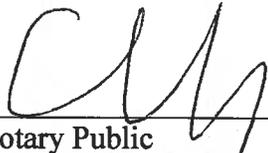
Executed this 28 day of July, 2015.

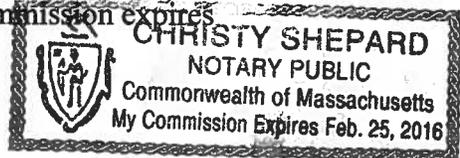
  
\_\_\_\_\_  
Steven T. Manning

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 28 day of July, 2015, before me, the undersigned notary public, appeared Steven T. Manning, proved to me through satisfactory evidence of identification, which was MARIC, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
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

\_\_\_\_\_  
Katie Green, Chair

\_\_\_\_\_  
Janet K. Adachi

\_\_\_\_\_  
Peter J. Berry

\_\_\_\_\_  
Franny Osman

\_\_\_\_\_  
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and Chingsung Chang 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:

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Robert W. Houghton and Sarah C. Bolster ("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 Middlesex South Registry of Deeds (the "Registry") at in Book 40992, Page 205, Grantor is the owner of the premises known and numbered as 92 Martin Street, Acton, Massachusetts (the "Grantor's Land");

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-58 (the "Temporary Easement Area") on the plan prepared by Greenman-Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Assabet River Rail Trail, in the Towns of Maynard & Acton, Middlesex County, Federal Aid Project No. CMAQ/STP-TE-002S(836)", originally dated October, 2006, most recently revised June 24, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and

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.

92 Martin 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 placing bales of hay and temporary sheeting within the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor’s use of the Grantor’s Land during the Grantee’s use of the Temporary Easement Area.

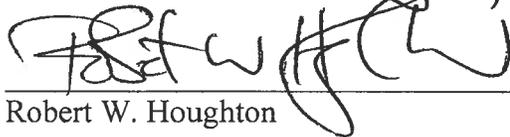
(b) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Temporary Easement Area by the Grantor and the Grantor’s guests and invitees provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that neither Grantor nor Grantor’s guests and invitees may use or access the Temporary Easement Area at any time between Grantee’s commencement and completion of Grantor’s Work within the Temporary Easement Area.

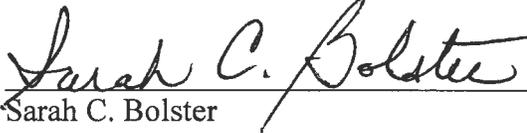
(c) Grantor acknowledges that Grantee’s contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor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

(d) 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 15 day of July, 2015.

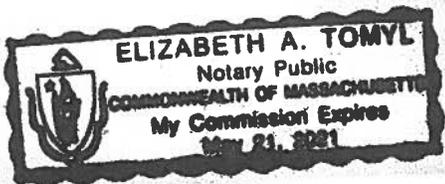
  
Robert W. Houghton

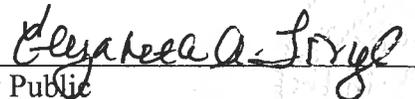
  
Sarah C. Bolster

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of July 2015, before me, the undersigned notary public, appeared Robert W. Houghton, 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 (s)he signed it voluntarily for its stated purpose.

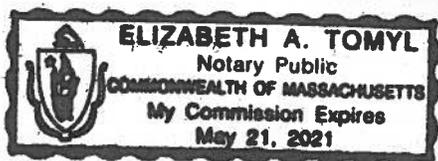


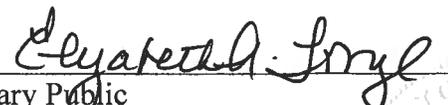
  
Notary Public  
My commission expires 5/21/21

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of July 2015, before me, the undersigned notary public, appeared Sarah C. Bolster, 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 (s)he signed it voluntarily for its stated purpose.



  
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

\_\_\_\_\_  
Katie Green, Chair

\_\_\_\_\_  
Janet K. Adachi

\_\_\_\_\_  
Peter J. Berry

\_\_\_\_\_  
Franny Osman

\_\_\_\_\_  
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and Chingsung Chang 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:

# CERTIFICATE OF DONATION

Owner(s) of Record: Robert Houghton and Sarah Bolster

City/Town: Acton, MA Fed Aid Number: \_\_\_\_\_

Project: Assabet River Rail Trail

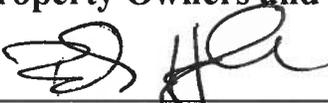
Parcel Number (ROW Plans) & Square Footage(s): A-TE-58 (125 +/- SF)

To: John DeLeire, Director  
Right of Way Bureau  
MassDOT/ Highway Division  
10 Park Plaza - Room 6160  
Boston, MA 02116-3973

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

**This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation. I/we have been given the Federal Aid Acquisition Guide for Property Owners and have reviewed it.**

  
\_\_\_\_\_

Owner(s)/ Authorized Representative  
\*\*All Owners of Records must sign\*\*

7/15/15  
Date

  
\_\_\_\_\_

Owner(s)/ Authorized Representative  
\*\*All Owners of Records must sign\*\*

7/15/15  
Date

\_\_\_\_\_  
Authorized City/Town Official - Title

\_\_\_\_\_  
Date

**Note:** If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

**Note:** An executed Affidavit from the municipality must be attached for this document to be valid for ROW Certification.

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 \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Madhav N. Devalaraja and Radhika Devalaraja ("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 Deed recorded with the Middlesex South Registry of Deeds (the "Registry") at in Book 62290, Page 344, Grantor is the owner of the premises known and numbered as 2 Colonial Path, Acton, Massachusetts (the "Grantor's Land");

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-47 (the "Temporary Easement Area") on the plan prepared by Greenman-Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Assabet River Rail Trail, in the Towns of Maynard & Acton, Middlesex County, Federal Aid Project No. CMAQ/STP-TE-002S(836)", originally dated October, 2006, most recently revised June 24, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and

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.

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: grading the Temporary Easement Area, and then following completion of such grading work, applying loam and seed to the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor’s use of the Grantor’s Land during the Grantee’s use 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 neither Grantor nor Grantor’s guests and invitees may use or access the Temporary Easement Area at any time between Grantee’s commencement and completion of Grantor’s Work within the Temporary Easement Area.

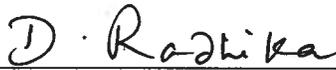
(c) Grantor acknowledges that Grantee’s contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor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

(d) 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 10 day of August, 2015.

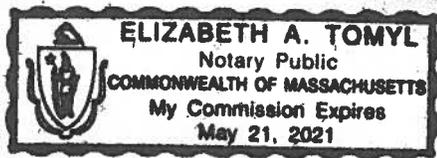
  
\_\_\_\_\_  
Madhav N. Devalaraja

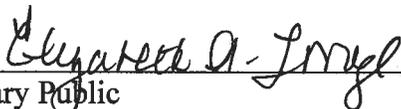
  
\_\_\_\_\_  
Radhika Devalaraja

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10 day of August 2015, before me, the undersigned notary public, appeared Madhav N. Devalaraja, proved to me through satisfactory evidence of identification, which was MA DL, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.

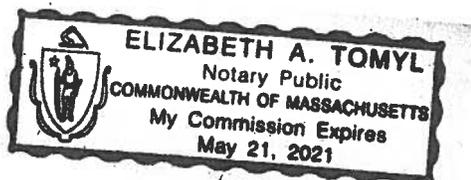


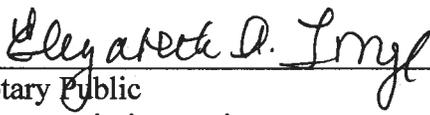
  
\_\_\_\_\_  
Notary Public  
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10 day of August 2015, before me, the undersigned notary public, appeared Radhika Devalaraja, proved to me through satisfactory evidence of identification, which was MA DL, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
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

\_\_\_\_\_  
Katie Green, Chair

\_\_\_\_\_  
Janet K. Adachi

\_\_\_\_\_  
Peter J. Berry

\_\_\_\_\_  
Franny Osman

\_\_\_\_\_  
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and Chingsung Chang 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 ~

### TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Curt A. McKelvie and Michelle Lee McKelvie ("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 Middlesex South Registry of Deeds (the "Registry") at in Book 24853, Page 564, Grantor is the owner of the premises known as Lot B, Pine Street, Acton, Massachusetts (the "Grantor's Land");

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-45 (the "Temporary Easement Area") on the plan prepared by Greenman-Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Assabet River Rail Trail, in the Towns of Maynard & Acton, Middlesex County, Federal Aid Project No. CMAQ/STP-TE-002S(836)", originally dated October, 2006, most recently revised June 24, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and

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.

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: removing trees, grading the Temporary Easement Area, and then following completion of such grading and tree removal work, applying loam and seed to the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor's use of the Grantor's Land during the Grantee's use 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 neither Grantor nor Grantor's guests and invitees may use or access the Temporary Easement Area at any time between Grantee's commencement and completion of Grantor's Work within the Temporary Easement Area.

(c) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River 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) 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 6 day of AUGUST, 2015.

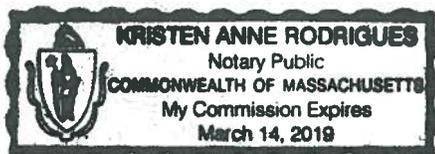
Curt A. McKelvie  
Curt A. McKelvie

Michelle L. McKelvie  
Michelle L. McKelvie

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6<sup>th</sup> day of August 2015, before me, the undersigned notary public, appeared Curt A. McKelvie, proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.

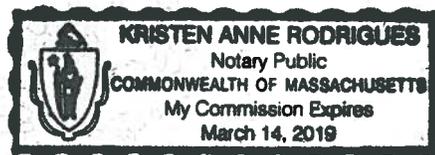


Kristen Anne Rodrigues  
Notary Public Kristen Anne Rodrigues  
My commission expires 3/14/2019

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6<sup>th</sup> day of August 2015, before me, the undersigned notary public, appeared Michelle L. McKelvie, proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.



Kristen Anne Rodrigues  
Notary Public Kristen Anna Rodrigues  
My commission expires 3/14/2019

ACCEPTANCE AND AGREEMENT  
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

\_\_\_\_\_  
Katie Green, Chair

\_\_\_\_\_  
Janet K. Adachi

\_\_\_\_\_  
Peter J. Berry

\_\_\_\_\_  
Franny Osman

\_\_\_\_\_  
Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and Chingsung Chang 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: