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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 11th day of August, 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

Lot B, Pine Street,, Acton, Middlesex County, MA

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

Michelle L. McKelvie

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6th 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
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 14, 2019

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6th 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
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 14, 2019

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

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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 11 day of August, 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 personal knowledge, 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 Elizabeth A. Tome
Notary Public

My Commission Expires: 5/21/21

ELIZABETH A. TOME
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Ex
May 21,