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RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement made as of the 6th day of November, 1987 by and between Davis Condominium Corporation, a Massachusetts corporation (the "Corporation") and Keystone Associates, a Massachusetts limited partnership (the "Associates").

W I T N E S S E T H:

Whereas, the Corporation is the buyer/owner of the real property (hereinafter, "Lot 1") described as Lot 1 (including Parcel F and G) on a plan entitled "Easement Plan Briarbrook Village Condominiums, Acton, Mass." dated December 16, 1986 prepared by BSC-Robinson and Fox revised April 30, 1987 and recorded in Middlesex South District Registry of Deeds in Book 18453, Page 325 ("Plan-A") and by this reference made a part hereof; and

Whereas, Associates is the seller of Lot 1 and the owner of the real property (hereinafter, "Lot 2") which is described on a plan entitled "Plan of Land in Acton, Mass. owned by Keystone Associates, dated August 14, 1987" prepared by Acton Survey & Engineering, Inc., recorded in Middlesex South District Registry of Deeds on November 5, 1987 as Plan No. 1533 of 1987 as Instrument No. 579 ("Plan-B") and by this reference made a part hereof, except for Parcel 2-A as shown on said Plan-B; and

Whereas, the Corporation wishes to grant and receive, and the Associates wishes to grant, reserve, retain and receive certain access and utility and other easements over their respective parcels for the benefit of the other parcel as hereinafter more particularly described.

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10) Dollars, and other good available consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made.

I. Corporation's Utility Easement

1. Subject to the covenants hereinafter contained, the Associates hereby grants to the Corporation as an easement appurtenant to Lot 1 the perpetual right and easement over,

under and across said Lot 2 on which no building or other structure is constructed to connect with or tie into any water lines, storm or sanitary sewer lines and collectors to the sewage treatment plant, electricity lines or telephone lines as now exist which have been or will be constructed or installed on Lot 2, (in approximate areas shown on Plan-B and Plan-C (as hereinafter defined)) as may be reasonably required for the development of, and for the sole purpose of servicing, Lot 1, with the right of ingress and egress to and from the same for the purposes of maintaining, repairing or replacing such utility lines and services.

2. Any such utility connection, tie-in, line or service to be installed or constructed for the benefit of Lot 1 shall be constructed at the sole cost and expense of the Corporation and shall be completed in compliance with all laws, ordinances, codes, rules and regulations of any governmental authority having jurisdiction thereover.

3. The location of the utility easement granted hereby (hereinafter "Utility Easement Premises - B") is approximately identified where Water Easements, Utility Easements, etc. are shown on Plan-B as well as on the plan entitled "Easement Plan Briarbrook Village Bellows Farm in Acton, Mass." dated April 30, 1987, prepared by BSC-Robinson & Fox and recorded in Middlesex South District Registry of Deeds in Book 18453, Page 324 and by this reference made a part hereof ("Plan-C") and shall be finally determined by and become effective upon the installation and construction of such utility lines and services and shall be evidenced by the recordation at the appropriate Registry of Deeds of an instrument of easement grant from the Associates to the Corporation upon the same terms and conditions herein contained, together with a plan showing the Utility Easement Premises - B, whereupon such location shall become final. The cost and expense of preparing such easement grant or plan shall be borne solely by the Corporation. Any such utility connection, tie-in, line or service hereunder to be installed or constructed shall be constructed in such location as has first been approved by the Associates, which approval shall not be unreasonably withheld or delayed, and which approval shall be evidenced by the recording of the easement grant as hereinabove provided.

4. Exclusive use of the Utility Easement Premises - B is not hereby granted, the Associates hereby reserving unto itself the right to use the Utility Easement Premises - B in any manner that does not unreasonably interfere with the Corporation's use of the Utility Easement Premises - B.

5. The Corporation shall in the exercise of the rights, easements and condition set forth in this Article I:

- a. schedule and complete any work thereunder in a manner which will minimize any interruption of any utility servicing Lot 2 and will otherwise minimize interference with the use and enjoyment of Lot 2; and
 - b. repair any damage to Lot 2 caused thereby, and restore Lot 2 as nearly as practicable to its original condition.
6. Provided that the appropriate utility companies do not bear the expense, the cost to maintain and repair any utility connection, tie-in, line or service which services Lot 1 exclusively shall be borne entirely by the Corporation.

II. Associates' Utility Easement

1. Subject to the covenants hereinafter contained, the Corporation hereby grants to the Associates as an easement appurtenant to Lot 2 the perpetual right and easement over, under and across such portions of Lot 1 on which no building or other structure is constructed to connect with or tie into any water lines, storm or sanitary sewer lines and collectors to the sewage treatment plant, electricity lines or telephone lines as now exist which have been or will be constructed or installed on Lot 1, (in approximate areas identified where Ameration Fields, Drain Easements, Slope Easements, Sewer Easements, Sewer Treatment Plant Easement, Utility Easements, Fire Lane, etc. are shown on Plan-A) as may be reasonably required for the development of, and for the sole purpose of servicing, Lot 2, with the right of ingress and egress to and from the same for the purposes of maintaining, repairing or replacing such utility lines and services.

2. Any such utility connection, tie-in, line or service to be installed or constructed for the benefit of Lot 2 shall be constructed at the sole cost and expense of Associates and shall be completed in compliance with all laws, ordinances, codes, rules and regulations of any governmental authority having jurisdiction thereover.

3. The location of the utility easement granted hereby (hereinafter "Utility Easement Premises - A") is approximately identified as shown on Plan-A shall be determined by and become effective upon the installation and construction of such utility lines and services and shall be evidenced by the recordation at the appropriate Registry of Deeds of an instrument between the Associates and the Corporation upon the same terms and conditions herein contained, together with a plan showing the Utility Easement Premises - A, whereupon such location shall become final. The cost and expense of preparing such instrument or plan shall be borne solely by the Associates. Any such utility connection, tie-in, line or

service hereunder to be installed or constructed shall be constructed in such location as has first been approved by the Corporation, which approval shall not be unreasonably withheld or delayed, and which approval shall be evidenced by the recording of the instrument as hereinabove provided.

4. Exclusive use of the Utility Easement Premises - A is not hereby granted, the Corporation hereby reserving unto itself the right to use the Utility Easement Premises - A in any manner that does not unreasonably interfere with the Associates's use of the Utility Easement Premises - A.

5. Associates shall in the exercise of the rights, easements and condition set forth in this Article II:

- a. schedule and complete any work thereunder in a manner which will minimize any interruption of any utility servicing Lot 1 and will otherwise minimize interference with the use and enjoyment of Lot 1; and
- b. repair any damage to Lot 1 caused thereby, and restore Lot 1 as nearly as practicable to its original condition.

6. Provided that the appropriate utility companies do not bear the expense, the cost to maintain and repair any utility connection, tie-in, line or service which services Lot 2 exclusively shall be borne entirely by Associates.

III. Miscellaneous

1. The Corporation and either party shall not be liable for any damage to persons or property sustained by any person arising from the exercise by the Associates of the rights, easements, covenants and conditions hereinabove set forth in Articles I and II, and the parties shall indemnify and save each other harmless from all claims for injury, loss or damage to persons or property arising in connection with any such use.

2. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

3. Whenever in this instrument reference is made to the Corporation or to the Associates, such reference shall be deemed to include the Corporation and the Associates hereunder and their respective successors, tenants, personal representatives and assigns, it being the intent hereunder that this instrument shall inure to the benefit of and shall be binding upon all such parties.

4. To the extend that any of the rights, privileges or easements granted, reserved, retained or received by either party hereunder have been previously or will be subsequently delegated to the Farmbrook Trust, a Massachusetts trust under declaration of trust dated November 6th, 1987 to be recorded herewith, pursuant to a grant of easement and/or any and all other instruments or documents from the Associates or any of its successors and assigns, neither the Corporation nor the Associates shall exercise any such right, privilege or easement so delegated as long as said Farmbrook Trust shall remain in existence.

IN WITNESS WHEREOF, the said Corporation and Associates have hereunto signed and sealed this Reciprocal Easement Agreement this 6th day of November, 1987.

Davis Condominium Corporation

By: 

Michael Helson, President, duly authorized Pres
by R. P. Keane Trans

Keystone Associates

By: 

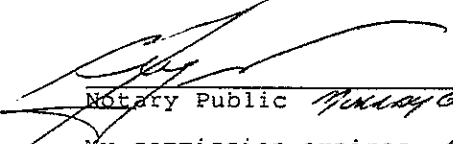
General Partner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

November 6, 1987

Albert Then personally appeared the Michael Helson, Pres & Robert I.
above-named Trans and acknowledged the foregoing
instrument to be the free act and deed of Davis Condominium
Corporation, before me,


Notary Public Wendy C. Stockett

My commission expires 10/14/90

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

November 6, 1987

Then personally appeared the
above-named Dan H. F. O'Grady and acknowledged the foregoing
instrument to be the free act and deed of said Keystone
Associates, before me,

Richard L. O'Grady
Notary Public
Richard L. O'Grady
My commission expires 5/6/89

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