

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement") made this 19th day of October, 2011, is entered into by and among the Town of Wayland, a Massachusetts municipal corporation, acting by and through its Board of Selectmen ("Wayland"), with a principal place of business at 41 Cochituate Road, Wayland, Massachusetts 01778, and Twenty Wayland, LLC, a Massachusetts limited liability company (the "Developer"), with a principal place of business located at 10 Memorial Boulevard, Suite 901, Providence, RI 02903 (Wayland and the Developer are each a "Party" and collectively are the "Parties").

WHEREAS, Developer is the owner of the land with the buildings and other improvements thereon known and numbered as 400-440 Boston Post Road, Wayland, Massachusetts and described in a deed recorded with the Middlesex South Registry of Deeds in Book 45981, Page 177 (unregistered land) and in Certificate of Title No. 234881 registered in Registration Book 1307, Page 76 (registered land) in the Land Registration Office at said Registry of Deeds (collectively, the land and the improvements are the "Property"); and

WHEREAS, the Developer has received certain permits and approvals to redevelop the Property into a mixed-use project called the Wayland Town Center Project, which project may or may not proceed in phases, and at a time and manner of Developer's own choosing, subject to the conditions set forth in the Master Special Permit dated

January 17, 2008, as amended and all other applicable permits and approvals for the Project; and

WHEREAS, Wayland and the Developer have entered into and executed a memorandum of agreement dated March 28, 2006, as modified by Amendment No. 1 to said agreement dated October 20, 2009, relative to the development of a mixed-use project on the Property (the "MOA") and;

WHEREAS, the Wayland Wastewater Management District Commission, a commission of the Town of Wayland created by Chapter 461 of the Acts of 1996, with a principal place of business at 41 Cochituate Road, Wayland, Massachusetts 01778 (the "WWMDC"), has decided to construct a new wastewater treatment plant (the "New Plant") on a portion of the Property;

WHEREAS, Section D. 9 of the MOA requires that the Developer convey ownership of the land under and around the proposed location of the New Plant to Wayland, to be placed in the custody of the WWMDC, in fee simple, immediately before construction is commenced. The MOA also contemplates that, in exchange for the land under and around the proposed location of the New Plant, Wayland would convey ownership of the land under the existing Town-owned wastewater treatment plant (the "Existing Plant") to the Developer; and

WHEREAS, The Town voted under Article 3 of the Warrant for the Special Town Meeting held on April 15, 2009 to authorize Wayland to: 1.) acquire by purchase, gift, eminent domain or otherwise, the fee or any lesser interest in the parcel of land located off Boston Post Road, Wayland, Massachusetts, containing 28,625 square feet, more or less, and shown as "Future Municipal WWTP Parcel" on a plan entitled "Wayland Town Center 400 Boston Post Road Wayland, Massachusetts", dated June 2, 2008, prepared by R.J O'Connell & Associates, Inc., for municipal wastewater purposes (the "Future Municipal WWTP Parcel"); and 2.) sell, convey or otherwise dispose of the parcel of Town-owned land off Boston Post Road in Wayland, Massachusetts, containing 19,071 square feet, more or less, and shown as Parcel A on Land Court Plan 17983G and described in an Order of Taking dated October 25, 1999 and recorded with the Middlesex South Registry of Deeds in Book 30797, Page 005 and filed with the Middlesex County Registry of Deeds, Land Court Division as Document No. 1122165 ("Parcel A"); and

WHEREAS, Wayland adopted an Order of Taking on February 7, 2011, by which it took by eminent domain the Future Municipal WWTP Parcel and awarded the Developer damages of \$1.00, which Order of Taking was registered in the Land Registration Office at said Registry of Deeds as Document No. 1558125 February 9, 2011;

WHEREAS, the construction of the New Plant will involve the installation of a New Outfall Pipe which will be located within a new easement ("New Outfall Pipe Easement") in, on, over and under a portion of the Property as shown on a plan entitled "Compiled Plan of Easements in Wayland, Massachusetts, Decentralized Wastewater Collection System, Town Center Project" dated October 7, 2011 ("Preliminary Wastewater System Easement Plan"), a reduced copy of which is attached hereto as Exhibit A; and

WHEREAS, Wayland's decommissioning, demolition, and removal of the Existing Plant and the Existing Outfall Pipe (as shown on the Preliminary Wastewater System Easement Plan) will involve the abandonment of the easement within which such pipe is located ("Existing Outfall Pipe Easement") and the undertaking by Wayland and/or WWMDC of any measures required under Chapter 21E of the General Laws of the Commonwealth of Massachusetts and the Massachusetts Contingency Plan, 310 CMR 40.000 (collectively, the "MCP") to conduct such decommissioning, demolition and removal; and

WHEREAS, Wayland and the Developer wish to set forth the terms and conditions for confirmation of Wayland's acquisition of the Future Municipal WWTP Parcel; acquisition of the New Outfall Pipe Easement, the abandonment of said Existing Outfall Pipe and the Existing Outfall Pipe Easement and the transfer of Parcel A to the Developer.

NOW THEREFORE, in consideration of the foregoing mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. **Incorporation of Recitals and Definitions.** The foregoing recitals and definitions are incorporated herein as if fully set forth below.
2. **Future Municipal WWTP Parcel and Easements.** In consideration of Wayland (i) conveying to the Developer

good, clear, record, marketable, and insurable title to Parcel A by quitclaim deed, (ii) abandoning and removing the Existing Plant and all appurtenances, the Existing Outfall Pipe and the existing utility service connection to the Existing Plant, (iii) abandoning the Existing Outfall Pipe Easement, (iv) relocating the existing sewer force main easement (as shown on Preliminary Wastewater System Easement Plan), and (v) complying with the other terms and conditions set forth herein, the Developer agrees to: (a) cooperate with Wayland in (i) the confirmation of the Taking by Wayland of the Future Municipal WWTP Parcel by eminent domain in exchange for acceptance of a damage award of one dollar (\$1.00), the acceptance of fee interest title to Parcel A in the condition described below, and the execution of a release for all additional damages arising from said Taking (which release shall not extend to any liabilities under the Environmental Laws, as defined below); and (ii) include in its petition to the Land Court to approve a subdivision plan of the Property, a request to issue a new Certificate of Title for the Future Municipal WWTP shown on the sketch plan attached to the Order of Taking filed with said Land Court as Document No. 1558125 in the name of Town of Wayland (Wayland shall cooperate with Developer in obtaining said new Certificate of Title and shall promptly, within fourteen (14) days of request by Developer, provide Developer with such documents and signatures as required in order to have said Certificate of Title issued by the Land Court); and (b) grant to the WWMDC, in form and substance reasonably acceptable to all Parties, (i) permanent easements in, on, over, across portions of the Property for a New Outfall Pipe and electric, telephone, gas and water utility connections, all said easements to be subject to Developer's perpetual right from time to time, in its sole discretion, to relocate any or all of the easements and (ii) a temporary construction easement (which temporary easement shall expire at midnight on November 19, 2012), all said easements to be laid out and located as shown on the Preliminary Wastewater System Easement Plan.

3. **Wastewater System Easements.** It is agreed that the proposed easements depicted on the Preliminary Wastewater System Easement Plan are depicted in the locations desired by Wayland and WWMDC. Developer agrees to accept \$1.00 as damages for the taking by eminent domain by Wayland of said easement and agrees to execute a release

and waiver of appraisal for said taking, subject to the following: (i) Wayland shall provide Developer complete design plans showing the proposed utility systems, which utility systems shall include all improvements to be installed within said easement area and showing the location of Developer's currently proposed improvements in and around the areas of said proposed utility systems ("Design Plans"); (ii) Developer, within fourteen (14) days of receipt of the Design Plans, shall in good faith review Wayland's suggested utility systems installation and, by written notice to Wayland, either (a) approve the Design Plans; or (b) if the installation and operation of said proposed utility systems interferes with the Developer's proposed improvements within said easement areas, provide detailed comments relative to such interference to be incorporated by Wayland into the Design Plans, whereupon Wayland shall revise the Design Plans pursuant to said comments in order to avoid any such interference and resubmit them to Developer within fourteen (14) days of receipt of Developer's comments for review hereunder, whereupon the Design Plans shall become final provided such interference has been avoided; (iii) Wayland shall undertake all improvements shown on the final Design Plans solely within the easement areas and in a manner that does not interfere with the Developer's operations; (iv) Wayland shall provide as-built plans of the utility systems and other improvements in AutoCAD format to Developer upon completion of construction of the New Plant and all appurtenances thereto; and (v) Wayland shall update the Preliminary Wastewater System Easement Plan to note final utility systems and easement locations as approved by the Developer and the abandonment or relocation/adjustment of other wastewater easements on the property ("Final Wastewater System Easement Plan") and provide a copy to Developer. Wayland shall record and file an instrument, establishing said locations of said final easements and abandoning or relocating/adjusting easements, as applicable, with a copy of the Final Wastewater System Easement Plan attached with Middlesex County Land Court Division and the South Middlesex Registry of Deeds within sixty (60) days of completing all work within the easement areas. At least thirty (30) days prior to recording and filing said instrument, Wayland shall submit a draft instrument to Developer for its review and input. Wayland shall consider, in good faith, any revisions to said instrument suggested by Developer, but shall not be obligated to

make any revisions, except for revisions which correct the agreed locations of easements, errors in legal descriptions or errors in title references.

4. **Parcel A and Existing Outfall Pipe.** In consideration of the Developer's cooperation with Wayland's eminent domain taking of the Future Municipal WWTP Parcel and conveyance of the easements described herein to the WWMDC, Wayland agrees that beginning no later than thirty (30) days after the later of the date (a) the operation of the New Plant and the New Outfall Pipe have been approved by DEP; or (b) expiration of any appeal periods with respect to permits or approvals for the New Plant and the New Outfall Pipe; or (c) any appeals with respect to permits or approvals for the New Plant and the New Outfall Pipe have been settled, provided Wayland or WWMDC promptly initiate attempts to settle said appeals and continue with reasonable diligence thereafter (i) WWMDC shall demolish and remove all of the Existing Plant and other improvements of any kind from Parcel A; (ii) remove the utility service connections to the Existing Plant; (iii) remove the Existing Outfall Pipe from the Property pursuant to the Wastewater Treatment Plan Upgrade utility-related abatement management plan prepared for Wayland by Tighe & Bond, dated October 7, 2011 or modifications thereto submitted to DEP on behalf of WWMDC by WWMDC's Licensed Site Professional (collectively, the "T&B URAM"); (iv) restore Parcel A and the water service connection and Existing Outfall Pipe areas by backfilling any excavated areas with granular, non-organic material installed and compacted to 95% of Maximum Dry Density and placed in lifts not to exceed 12 inches in depth, verified by a geotechnical certification, signed and stamped by a Massachusetts Professional Engineer stating that the Parcel was restored in compliance with this Agreement; (v) convey good, clear, record, marketable, and insurable title to Parcel A to the Developer for consideration of one dollar (\$1.00), and (vi) abandon and release to the Developer all rights, title, and interest in the Existing Outfall Pipe Easement and to any other portions of the Property otherwise occupied by the Existing Outfall Pipe or the utility service connection to the Existing Plant, and (vii) at a time of Developer's choosing, cooperate in the relocation of the existing sewer force main easement to a new location on the Property of Developer's choosing, it being agreed that if the WWMDC's consent, cooperation, or execution of any

easement, deed, or other document is required to accomplish any of the foregoing, Wayland shall obtain such consent, cooperation, or execution of documents.

5. **Environmental Condition of Parcel A.** If oil or hazardous materials as defined under the MCP, hazardous substances as defined the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), or hazardous waste as defined under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RCRA") (collectively, "OHM") is discovered in, on, upon or under Parcel A, at concentrations requiring reporting to the DEP pursuant to the MCP or to the United States Environmental Protection Agency ("EPA") under CERCLA or RCRA (the MCP, CERCLA, and RCRA referred to collectively herein as the "Environmental Laws"), then:

- (1) The Party discovering the OHM shall promptly notify the other Parties and the Raytheon Company.
- (2) If the OHM is discovered before Parcel A is conveyed to the Developer as provided for in this Agreement, and such OHM was caused or released by Wayland or WWMDC, then Wayland shall take all measures necessary to address and remediate the OHM in compliance with the Environmental Laws, which may include handling OHM pursuant to the T&B URAM, and which may include the imposition of an Activity and Use Limitation ("AUL") allowing the commercial use of Parcel A, provided that any such AUL shall be substantially similar to the AULs previously imposed on portions of the Property by Raytheon Company, and further provided that the Developer shall have the right to review and comment on Wayland's or WWMDC's remedial approach, methodologies, and target outcome, which comments shall be considered by Wayland and WWMDC in good faith.
- (3) If OHM is discovered after Parcel A is conveyed to the Developer as provided for in this Agreement, the Developer shall take all steps necessary to address and remediate the OHM in compliance with the Environmental Laws.

6. **Environmental Condition of the Future Municipal WWTP Parcel.** If OHM is discovered at the Future Municipal WWTP Parcel at concentrations requiring reporting to the

DEP or EPA pursuant to the Environmental Laws, after transfer of the Future Municipal WWTP Parcel to Wayland (or the WWMDC) as provided for in this Agreement then:

- (1) The Party discovering the OHM shall promptly notify the other Parties and the Raytheon Company.
- (2) Wayland shall take all measures necessary to address and remediate the OHM in compliance with the Environmental Laws, which measures may include handling OHM pursuant to the T&B URAM, or the imposition of an Activity and Use Limitation ("AUL") on the Future Municipal WWTP Parcel.

7. **Wastewater Pump Station.** The parties hereto agree that the Developer will construct, and Wayland shall accept ownership and maintenance of, certain wastewater infrastructure facilities ("Pump Station Facilities").

- (1) The Pump Station Facilities are depicted on the following documents that have been reviewed and approved by the WWMDC: (i) Specification "Section 11301 - Submersible Pump Station, prepared by RJ O'Connell & Associates dated 8/26/11" (the "Specifications") (ii) "Phase I Site Development Plans" dated May 25, 2011 and consisting of 20 Civil Drawings (prepared by RJ O'Connell), 21 Landscape Drawings (prepared by CBA Landscape Architects) and 5 Site Electrical Drawings (prepared by Engineering Design Services) (collectively, the "Pump Station Plans").
- (2) The Pump Station Facilities to be constructed by the Developer for Wayland acceptance consist of the following as depicted on the Pump Station Plans: (a) gravity sewer between SMH#7 and the Wastewater Pump Station #3 ("WWPsta #3") and between SMH #20 and the Wastewater Pump Station; (b) WW Psta #3, wetwell, and emergency generator and appurtenant facilities; (c) 1,140 linear feet of 4-inch forcemain with cleanout manholes between WWPsta #3 and the New Plant.
- (3.) Within thirty (30) days after the Beneficial Use (as defined below) of the Pump Station Facilities by Wayland, Wayland shall (i) take by eminent domain the Pump Station Facilities and an easement for access to and maintenance,

repair, improvement and replacement of such Pump Station Facilities as shown on the Pump Station Plans. Beneficial Use shall be defined as the time at which wastewater from facilities or property not owned or operated by the Developer discharge wastewater into the Pump Station Facilities; (ii) prepare the Final Wastewater System Easement Plan as described above; and (iii) reimburse Developer the amount of twenty five thousand (\$25,000.00) for compensation associated with the Pump Station Facilities. The Order of Taking by which such taking is consummated shall provide that such Pump Station Facilities and related easement shall be held in the care, custody, management and control of the WWMDC in accordance with Mass. Acts. 1996 c. 461, §3. The Developer agrees to accept \$1.00 as damages for said Taking and agrees to execute a release and waiver of appraisal for said Taking.

8. Existing WWMDC System Modifications. Wayland approves the modifications to the existing WWMDC infrastructure as shown on the Pump Station Plans.

9. Environmental Condition of the Existing Outfall Pipe Area and the New Outfall Pipe Area. If OHM is discovered in the Existing Outfall Pipe Area or the New Outfall Pipe area at concentrations requiring reporting to the DEP or EPA pursuant to the Environmental Laws, then:

- (1) The Party discovering the OHM shall promptly notify the other Parties and the Raytheon Company.
- (2) If the OHM is discovered during or in connection with the removal of the Existing Outfall Pipe or the installation of the New Outfall Pipe, Wayland shall address and remediate the OHM pursuant to the T&B URAM, but only to the extent required to remove the Existing Outfall Pipe or to install the New Outfall Pipe, provided, however, that to the extent such OHM was caused or released by Wayland or WWMDC, Wayland and WWMDC shall remediate the Existing Outfall Pipe Area or the New Outfall Pipe Area in compliance with environmental laws. Any such remediation shall not unreasonably interfere with the ability of Developer to use the Existing Outfall Pipe Area or the New Outfall Pipe Area. Except for OHM caused or

released by WWMDC or Wayland, or for remediation required by the T&B URAM, Developer shall be responsible for any remediation of OHM in compliance with environmental law. Any such remediation shall not unreasonably interfere with the ability of the WWMDC to install or use the New Outfall Pipe.

- (3) If the OHM is discovered after the removal of the Existing Outfall Pipe, and after Wayland has filled the excavation trench pursuant to this Agreement, then the Developer shall take all measures necessary to address and remediate the OHM in compliance with the Environmental Laws.

10. **Contribution and Reimbursement.** Nothing in this Agreement shall prevent a Party addressing and remediating OHM as set forth herein from seeking reimbursement from Raytheon Company or any other prior owner or operator of the property where the OHM is discovered or from which it was released.
11. **Approval by Raytheon.** Before undertaking any activities under this Agreement, including without limitation construction of the New Plant, decommissioning and demolition of the Existing Plant, removal of the Existing Outfall Pipe, and installation of the New Outfall Pipe, Wayland shall obtain written approval from Raytheon Company for such activities. Wayland shall also comply with current or future AUL requirements for such work.
12. **Developer to be Named an Additional Insured.** Wayland and the WWMDC shall cause the Developer and any affiliated Developer entities identified to Wayland and the WWMDC by the Developer to be named, at no cost or expense to the Developer, as an additional insured on any policies of insurance providing coverage to Wayland or the WWMDC with respect to Parcel A, the Future Municipal WWTP Parcel, the Existing Plant, the New Plant, the Existing Outfall Pipe, the New Outfall Pipe, the existing or contemplated easements benefiting Wayland or the WWMDC with respect to the foregoing, or the use or occupancy of any of the foregoing. Wayland and the WWMDC shall provide the Developer, with respect to each such insurance policy, with a copy of the policy and all endorsements (including without limitation the endorsement naming the Developer as an additional insured, an endorsement providing that a claim or suit by

the Developer against the primary insured will not prevent coverage, and an endorsement providing a blanket waiver of subrogation against the Developer, and an endorsement providing that there will be no non-renewal of, termination of, or reduction in coverage provided by the policy without the Developer having been provided with at least thirty (30) days advanced written notice).

Except as otherwise expressly provided herein, nothing in this Agreement limits or conditions the Developer's ability to bring claims or suit against Wayland or the WWMDC, or their respective successors, representatives and assigns with respect to bodily injury, property damage, personal injury, or any other claim arising from or relating to Parcel A, the Future Municipal WWTP Parcel, the Existing Plant, the New Plant, the Existing Outfall Pipe, the New Outfall Pipe, or the existing or contemplated easements benefiting Wayland or the WWMDC with respect to the foregoing.

Reliance Letter. WWMDC shall cause Tighe & Bond ("T&B") to issue a letter to Developer consenting to Developer's use of and reliance upon on all environmental reports T&B prepares in connection with implementing the T&B URAM, subject to such terms and conditions that (i) T&B imposes on similar reliance letters or (ii) are set forth in the agreements between T&B and WWMDC for the preparation of such reports.

13. **Notice.** Any notices provided for hereunder shall be deemed to have been duly given if in writing and mailed, certified or registered mail, postage prepaid and return receipt request, or delivered by hand or reputable overnight delivery service such as UPS or FedEx, to the applicable Party, at the addresses for each Party indicated below:

If to Wayland: Board of Selectmen
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778
Attn: Frederic E. Turkington,
Jr., Town Administrator

with a copy to: Mark J. Lanza, Town Counsel
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

If to the Developer: Twenty Wayland, LLC
10 Memorial Boulevard, Suite 901
Providence, RI 02903
Attn: Anthony J. DeLuca, Manager

with a copy to: Sarah Orlov, Esquire
2 Joel's Way
Wayland, Massachusetts 01778

If to Raytheon Company: Raytheon Company
870 Winter Street
Waltham, MA 02451
Attn: Jerry Celucchi

14. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter hereof.
15. **Amendment.** This Agreement shall only be amended or modified by a writing executed by both Parties hereto.
16. **Governing Law.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.
17. **Intent to Bind Successors, Heirs and Assigns.** The foregoing obligations shall run with the Property, the Future Municipal WWTP Parcel and Parcel A, and shall be binding upon and inure to the benefit and burden of Wayland, the Developer, their heirs, successors, and assigns.
18. **Recording.** This Agreement may be recorded by any Party with the Middlesex South Registry of Deeds and in the Land Registration Office at said Registry of Deeds in the chain of title to the Property, the Future Municipal WWTP Parcel and Parcel A.
19. **Enforcement.** This Agreement may only be enforced by the Parties hereto or their successors or assigns and no third party shall have standing to enforce the terms of this Agreement.
20. **Representation by Counsel.** The Parties acknowledge that each has counsel of its own choosing or has had an opportunity to be so represented by counsel and that both Wayland and the Developer have read and understand the


terms of this Agreement. In the event of a disagreement, the provisions of this Agreement shall not be construed against any Party as drafter.


21. **General Provisions.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope of this Agreement or any part hereof. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable to the full extent permitted by law.

[Signatures on following pages]

Executed under seal as of the day and year first set forth above.

TOWN OF WAYLAND

By: 
Selectman, Thomas J. Fay, Chair

By: 
Selectman Susan W. Pope, vice-Chair/Clerk

By: 
Selectman John Bladon

By: 
Selectman, Steven J. Correia

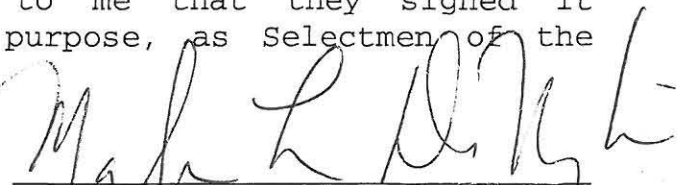
By: 
Selectman Joseph F. Nolan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 19, 2011

On this day, 19 day of October, 2011, before me, the undersigned notary public, personally appeared Thomas J. Fay, Susan W. Pope, John Bladon, Steven J. Correia, and Joseph F. Nolan proved to me through satisfactory evidence of identification, which was personal recognition, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Selectmen of the Town of Wayland,


Notary Public, MaryAnn L. DiNapoli
My Commission Expires: Sep 21, 2018

TWENTY WAYLAND, LLC

By: _____
Anthony J. DeLuca
its Duly Authorized Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss. .

October ____, 2011

On this ____ day of October, 2011, before me, the undersigned notary public, personally appeared Anthony J. DeLuca, as Manager of said limited liability company, proved to me through satisfactory evidence of identification, which were personal recognition/Massachusetts Drivers Licenses, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, duly authorized,

Notary Public,
My Commission Expires:

**Exhibit A – Reduced size copy
of Berry’s New Plant Plan**

Showing Parcel A, Future WWTP Parcel, and associated easements

- 1.) PLAT ENTITLED "PLAN OF LAND IN WYLAND, MASS.; DATED: APRIL 4, 1999; SCALE: 1" = 100'; RECORDED AS PLAN 1208 OF 1999.
- 2.) PLAT ENTITLED "PLAN OF EASEMENTS IN WYLAND, MASSACHUSETTS"; DATED: APRIL 1999; SCALE: 1" = 100'; RECORDED AS PLAN 1208 OF 1999.
- 3.) PLAT ENTITLED "COUPLED PLAN OF LAND IN WYLAND, MASSACHUSETTS, MASSACHUSETTS BAY TRANSPORTATION AUTHORITY TO WYLAND WASTEWATER DISTRICT CONDEMNION"; DATED: 17/16/76/2002; SCALE: 1" = 50'; RECORDED AS PLAN 1182 OF 2002.
- 4.) PLAT ENTITLED "SUBDIVISION PLAN OF LAND IN WYLAND, VANASSE HANGEN BRUNSTUN, INC. SURVEYORS, MAY 29, 2000" RECORDED AS LAND COURT PLAN 2000.

1.) PLAT ENTITLED "PLAN OF

1.) LOT 7 AND LOT 8 COMPREHEND LOT 2 AS SHOWN ON THE MAP ATTACHED TO THE 178202 WHICH ARE BEING VOLUNTARILY WITHDRAWN FROM THE LAND COURT REGISTRATION SYSTEM. THIS WITHDRAWAL IS CURRENTLY UNDER REVIEW BY THE LAND COURT.

2.) THE AREAS OF THE PROPOSED EASEMENTS AS SHOWN ARE AS FOLLOWS:

EASEMENT "A" 29,354 SQ. FT. ±
EASEMENT "B" 2,828 SQ. FT. ±
EASEMENT "C" 58,877 SQ. FT. ±
EASEMENT "D" 29,877 SQ. FT. ±

3.) EASEMENTS AS SHOWN, AND REFERRED TO IN LAND COURT DOCUMENT #1121165, ARE TO BE ABANDONED AFTER THE COMPLETION OF CONSTRUCTION OF THE NEW WASTEWATER FACILITY ON THE PARCEL "B" AND ASSOCIATED UTILITIES.

No.	Revision/ASUS	Date



Project	PL Bldgs East Mod3
Date	10/17/2011
Scale	1" = 100'

CERTIFY THAT THIS PLAN SHOWS THE PROPERTY INTERESTS AND THE LINES OF EXISTING EASEMENTS AND THE LINES OF STREETS OR HIGHWAYS SHOWN, AND THOSE OF PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

FURTHERMORE, I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: _____
PROFESSIONAL LAND SURVEYOR