

Essex North Registry

DEED

EJ

George W. Ousler, III and Deanna M. Ousler, Trustees of Osgood Street Realty Trust, under Declaration of Trust dated March 23, 2007, a certificate for which is recorded herewith, with a mailing address at 623 Osgood Street, North Andover, Massachusetts, ("Grantor") for consideration paid and in full consideration of One Million Three Hundred Thirty Five Thousand Dollars (\$1,335,000.00) grants to the Inhabitants of the Town of North Andover, a Massachusetts municipal corporation ("Grantee"), with QUITCLAIM COVENANTS, the real property in North Andover, Essex County, Massachusetts, described as follows:

623 Osgood St, North Andover MA

Lot 2 containing 87,120 square feet, more or less, and Lot 3 containing 503,282 square feet, more or less, as shown on "ANR Plan of Land, 623 Osgood Street, North Andover, Massachusetts," dated December 20, 2012, Owner and Applicant: Osgood Street Realty Trust, 623 Osgood Street, North Andover, MA, drawn by GA Consultants, Inc., Newburyport, MA ("Plan").

Reserving to the Grantor, its successors and assigns, the fee in the area shown as "Road A 32,339 S.F." on the Plan (the "Roadway"); provided however that the Grantor grants to the Grantee, and its successors and assigns a permanent easement to pass and re-pass over the Roadway, for the purpose of access to and egress from Lot 2 and Lot 3.

Reserving an easement to the Grantor, its successors and assigns, in, over and under Lot 3 for the purpose of maintenance, repair and replacement of existing underground private water lines, gas lines or any other utilities ("Existing Utility Lines"), in such locations as the Existing Utility Lines presently exist and within ten (10) feet to each side of such presently existing location of the said Existing Utility Lines (such area, being twenty feet in width and centered by the Existing Utility Lines, is hereafter referred to as the "Existing Utility Easement Area"), with the right of access over Lot 3 and the right to cut, prune and maintain such Existing Utility Easement Area, as reasonably necessary for maintenance, repair and replacement thereof. For further reference to the location of the Existing Utility Lines see Plan No. 7803 recorded with said Deeds, along with Easement of Lawrence Gas & Electric Company, dated November 12, 1932, and recorded with said Deeds in Book 568, Page 18.

Also reserving an easement to the Grantor, its successors and assigns, in an area extending twenty feet from the Roadway, running adjacent to and along the northwesterly border of

*Urbelie + Fieldsteel LLP
155 Federal ST
Boston MA 02110
Att: (MOL) McGraw PJ*

the Roadway from Osgood Street to Lot 1 (the "Future Utility Easement Area"), for purposes of installing, maintaining, repairing, replacing and relocating underground utility services, including without limitation sewer, water, electric, gas, telephone, cable or any other underground conduits or utilities, it being the intention that any new utilities shall be installed in the Future Utility Easement Area and in the event that the Grantor, its successors or assigns shall seek to abandon the use of any existing utility lines in the said Existing Utility Easement Area, then such utilities shall be relocated to the Future Utility Easement Area.

The Grantor and its successors and assigns shall have the obligation to maintain and repair the private water lines and utilities within the Existing Utility Easement Area and the Future Utility Easement Area and which serve Lot 1 as shown on the Plan.

Prior to commencing any work in the Existing Utility Easement Area or Future Utility Easement Area, the Grantor shall give prior notice to the Grantee through the Town Engineer within Department of Public Works. The Grantor, its successors and assigns shall undertake to minimize any disturbance and shall restore the condition of the land and landscape following any disturbance thereof. Any work completed or performed by the Grantor in the Existing Utility Easement Area or Future Utility Easement Area shall be completed in accordance with all applicable laws and in accordance with the rules and regulations of the Conservation Commission of the Town of North Andover, to the extent applicable. Further, such easements over the Existing Utility Easement Area and Future Utility Easement Area are reserved subject to the obligation of the Grantor, or its successors in title as the case may be, to defend (but only in the case of any action filed against the Grantee by a third party and not in the case of any action initiated by the Grantee), indemnify and save harmless Grantee and its officers, agents, employees and contractors and the successors and assigns of each of them, from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments or administrative actions (including any and all attorneys' fees and expenses of Grantee), arising or resulting from (1) any act or omission of Grantor and its agents or contractors, and (2) the violation or alleged violation or failure of Grantor and its agents or contractors to comply with any applicable state, federal or local law, regulation, or requirement affecting the Existing Utility Easement Area or Future Utility Easement Area and the work being performed therein. The Grantor shall have the right to defend any such Claims with counsel of its choosing.

This conveyance is also subject to and with the benefit of easements, covenants, restrictions and reservations of record, if any, only insofar as the same are now in force and applicable including but not limited to the Declaration of Restrictions of the Grantor recorded herewith.

Said real property is hereby conveyed to Grantee to be managed and controlled by the Conservation Commission of the Town of North Andover, Massachusetts for the promotion and development of the natural resources and for the protection of the watershed resources of and in accordance with the Town of North Andover.

For title reference see deed recorded at Book 10724, Page 120.

WITNESS the execution hereof under seal this 26th day of December, 2012.

Osgood Street Realty Trust

George W. Ousler, III, Trustee

Deanna M. Ousler, Trustee

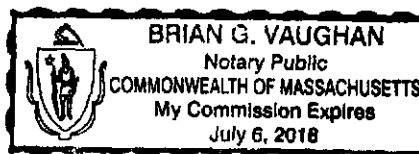
Commonwealth of Massachusetts

Essex, ss.

On this 26th day of December, 2012, before me, the undersigned notary public, personally appeared George W. Ousler, III and Deanna M. Ousler proved to me through satisfactory evidence of identification, which was MA DRIVERS LICENSES, to be the person whose name is signed on the preceding document in my presence and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public ((print name)

My commission expires: JULY 6, 2018



ACCEPTANCE BY TOWN OF NORTH ANDOVER
BOARD OF SELECTMEN

The Town of North Andover, Massachusetts, acting by and through its Board of Selectmen, accepts the foregoing conveyance to said Town.

Will F Card
Chairman

Paul M. [unclear]
Jan Miller
Quincy Connelly [unclear]
Thomas B. [unclear]

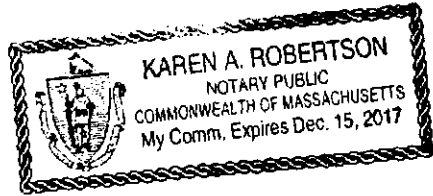
Commonwealth of Massachusetts

Essex, ss.

December 27, 2012


On this 27th day of December, 2012, before me, the undersigned notary public, personally appeared William F. Gordon, Richard M. Mallico, Tracy M. Watson + Rosemary Connelly, [unclear] Donato [unclear] Stewart [unclear] proved to me through satisfactory evidence of identification, which was personally known to me, to be the persons whose names are signed on the preceding document in my presence and acknowledged to me that they signed it voluntarily for its stated purpose.

Karen A. Robertson / Karen A. Robertson
Notary Public / (print name)
My commission expires: Dec. 15, 2017



ACCEPTANCE BY TOWN OF NORTH ANDOVER
CONSERVATION COMMISSION

The Town of North Andover, Massachusetts, acting by and through its Conservation Commission, accepts the foregoing conveyance to said Town.


Chairman

Commonwealth of Massachusetts

Essex, ss.

December 27, 2012

On this 20th day of December, 2012, before me, the undersigned notary public, personally appeared LOUIS NAPOLI proved to me through satisfactory evidence of identification, which was MASS DRIVERS LICENSE to be the person whose name is signed on the preceding document in my presence and acknowledged to me that he signed it voluntarily for its stated purpose.

KAREN A. ROBERTSON KAREN A. ROBERTSON
Notary Public / (print name)
My commission expires: Dec. 15, 2017

