

This is an Easement and Agreement dated this 30th day of April, 1985 between the Boston and Maine Corporation, a Delaware corporation (the "B&M"), successor by merger to the Boston and Maine Railroad, a Massachusetts corporation, and North Andover Mills Realty, a Massachusetts Limited Partnership ("NAMR").

WITNESSETH:

WHEREAS, the B&M is the holder of an easement for railroad right-of-way purposes over certain premises in North Andover, Essex County, Massachusetts, which premises are located between Station 975+20 and Station 1010+00 on a plan entitled "Right of Way and Track Map, Boston and Maine Railroad Station 975+20 to Station 1010+0" dated June 30, 1914, revised to February 1, 1966, prepared by the Office of Valuation Engineer, Boston, Mass., which easement was created by an instrument from Davis and Furber Machine Company to the Eastern Railroad Company dated June 26, 1883, recorded with the Essex North Registry of Deeds in Book 72, Page 185, shown on a plan dated September 28, 1881, recorded with said Deeds in Book 73, Page 600, as affected by a Memorandum of Agreement dated March 22, 1882, recorded with said Deeds in Book 73, Page 3 and by an Indenture dated November 8, 1906, recorded with said Deeds in Book 239, Page 237 (the "Right of Way");

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WHEREAS, NAMR is the owner of certain premises located on Elm Street in North Andover, Massachusetts, more particularly described in a deed from Davis and Furber Machine Company to Andover Mills Realty, a Massachusetts Limited Partnership, dated October 12, 1983, recorded with said Deeds in Book 1733, Page 197, which premises are encumbered by the Right of Way; and

WHEREAS, the B&M and NAMR have reached agreement as to the matters set forth below.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the payment by NAMR to the B&M of \$25,000.00 and of the covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The B&M, insofar as it lawfully may, hereby grants to NAMR an easement for the parking of vehicles of NAMR, its tenants, employees, agents and invitees on that part of the Right of Way described in Exhibit A attached hereto and incorporated herein (the "Parking Area"), and further agrees not to grant similar rights to others.

2. The B&M covenants and agrees, for itself and its successors and assigns, not to erect any structure, barrier or obstruction on any part of the Right of Way.

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3. NAMR covenants and agrees, for itself and its successors and assigns, not to remove any railroad rails now located on the Right of Way, if any, provided that NAMR shall have the right to pave over the Parking Area and install auxiliary facilities for surface parking of vehicles in the Parking Area.

4. The B&M, insofar as it lawfully may, hereby covenants and agrees, for itself and its successors and assigns, to grant to NAMR or its nominee an easement for parking purposes over that portion of the Right of Way not included within the Parking Area within thirty (30) days after written request by NAMR therefor, but no later than twenty (20) years from the date hereof, the consideration for which shall be One Thousand and 00/100 (\$1,000.00) Dollars.

5. The B&M hereby agrees upon request by NAMR to grant its consent to terminations of easements, grants of easements and other agreements between NAMR and Massachusetts Electric Company with respect to utility easements for electrical service within and adjacent to the Right of Way, without the requirement of review or approval by the B&M of plans, specifications or other engineering information in connection therewith, and further covenants and agrees to execute and deliver to NAMR or its nominee all documents and instruments necessary to accomplish the same.

This Agreement shall be binding upon the B&M and its successors and assigns, and shall inure to the benefit of NAMR, its successors and assigns.

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EXECUTED under seal as of the day and year first above written.

BOSTON AND MAINE CORPORATION

By: *Robert F. MacSwain*
Its: *Vice President*

NORTH ANDOVER MILLS REALTY, A MASSACHUSETTS LIMITED PARTNERSHIP

By: *Miuna-North Andover, Inc., its*
General Partner
By: *John [Signature]*
Its: *President*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April 30, 1985

Then personally appeared the above-named *Robert F. MacSwain*, *Vice President* (title) of Boston and Maine Corporation, and acknowledged the foregoing instrument to be the free act and deed of Boston and Maine Corporation, before me,

Edward J. Mann
Notary Public

My commission expires: *3/16/1990*



COMMONWEALTH OF MASSACHUSETTS

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S. 1611, SS

May 15, 1985
~~April~~

Then personally appeared the above-named John Kuzniarsky,
President (title) of Niuna-North Andover, Inc., General
Partner of North Andover Mills Realty, a Massachusetts Limited
Partnership and acknowledged the foregoing to be the free act and
deed of Niuna-North Andover, Inc. and North Andover Mills Realty,
a Massachusetts Limited Partnership, before me,

Katherine C. Burkman
Notary Public

My commission expires: 12-27-88

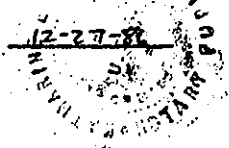


EXHIBIT A

That portion of the Right of Way located within Section No. 1
and Section No. 14 between Station 985+40.5 and Station 1004+81.0,
on a plan entitled "Right of Way and Track Map - Boston and Maine
Railroad" dated June 30, 1914, revised to February 1, 1966,
Valuation Section 2, Map 25B, prepared by the Office of Valuation
Engineer, Boston, Massachusetts, and located approximately five
hundred sixty (560) feet easterly of Elm Street and approximately
four hundred forty (440) feet westerly of Elm Street, comprising
less than two (2) acres of land.

The Right of Way is also shown as a parcel labeled "Boston
and Maine Corporation" on a plan entitled "Plan of Land in North
Andover, Massachusetts Prepared for The Davis and Furber Machine
Co., Inc." dated April 22, 1981, revised to June 1, 1983, recorded
with Essex North Deeds as Plan No. 9276 on October 13, 1983.

Recorded June 26, 1985 at 8:59AM #13315