

SELECTMEN'S MEETING
Monday, March 23, 2015
Room 148, Lexington High School
6:00 PM

AGENDA

PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Selectmen's Office at 781-698-4580 if they wish to speak during public comment to assist the Chairman in managing meeting times.

SELECTMAN CONCERNS AND LIAISON REPORTS

TOWN MANAGER REPORT

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Approve and Sign Assignment and Assumption of Grant of Option Agreement for Wright Farm (5 min.) 6:00 PM
2. Approve and Sign Shire Conservation Restriction and Drainage, Sidewalk and Trail Easements (5 min.) 6:05 PM
3. Article Presentations/Positions (30 min.) 6:10 PM
 1. Appropriation Committee Recommendations on Reducing Allocation to OPEB Funding to \$1.2M
 2. Article 11 (k) Municipal Capital-Hastings Park Undergrounding Wires
 3. Article 34 Set Personal Property Minimum Tax
 4. Article 48 Amend Zoning By-Law-Commercial Zoning District Lines
 5. Article 41 Amend General Bylaws-Contracts and Deeds
4. Conservation Commission Reappointment (5 min.) 6:40 PM

CONSENT AGENDA

1. Approve Water and Sewer Commitments and Adjustments 6:45 PM
2. Vote to Layout Richmond Circle and Martingale Road as Public Ways 6:45 PM
3. Bike Walk 'N Bus Week 6:45 PM

EXECUTIVE SESSION

1. Executive Session: Exemption 3 - Update on Lexington Police Association Contract Negotiations (10 min.) 6:55 PM

ADJOURN

The next meeting of the Board of Selectmen is scheduled for Wednesday, March 25, 2015, at 6:00 p.m. in Room 148 in the Lexington High School, 251 Worthen Road.

Hearing Assistance Devices Available on Request

All agenda time and the order of items are approximate and subject to change.


Recorded by LexMedia

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: **PRESENTER:** **ITEM NUMBER:**
3/23/2015 Karen Mullins, Conservation Director I.1

AGENDA ITEM TITLE:

Approve and Sign Assignment and Assumption of Grant of Option Agreement for Wright Farm (5 min.)

SUMMARY:

It is the Selectmen's intent to recommend to Town Meeting the purchase of 241 Grove Street, Wright Farm parcel 2. This purchase, if approved by Town Meeting, will be funded with CPA funds. The parcel will then be subdivided such that the house will be deeded to LexHab for community housing and the remaining land will be deeded to the Conservation Commission for conservation/open space purposes. Currently the option to purchase this parcel is solely with the Conservation Commission. In order to affect dividing the lot into two parcels, Town Counsel has recommended that the Conservation Commission assign its rights to purchase the parcel to the Board of Selectmen. Following the purchase the Selectmen will then have the lot divided into two parcels, with one being deeded to the Conservation Commission and the other to LexHab.

RECOMMENDATION / SUGGESTED MOTION:

Move to approve and sign the Assignment and Assumption of Grant of Option Agreement for the parcel at 241 Grove Street.

FOLLOW-UP:

Town Counsel's Office.

APPROXIMATE TIME ON AGENDA:

6:00 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Wright Farm Purchase Flow Chart	Exhibit
<input type="checkbox"/> Assignment and Assumption of Grant of Option Agreement for Wright Farm	Backup Material

Grant of Option Timeframe:

Notice of Option Period Commencement from Grantor under Grant of Option Agreement (Received **2/10/15**)

Assignment of Option Agreement from Conservation Commission to Board of Selectmen (to be voted at **3/16/15** Con Comm meeting and accepted by BOS at **3/23/15** meeting)

Obtain Town Meeting Approval (Town Meeting begins **3/23/15**) for exercising option, transferring care and custody of portion of property to Conservation Commission, and conveying to LexHAB [including renovation work on house]; perform due diligence review, including title and update of existing Phase 1; prepare ANR plan; [obtain CPC approval of funds]. [Note: Timing of commencement of due diligence to be confirmed.]

Complete Purchase Notice and send to Grantor (Purchase Notice will include a proposed Purchase and Sale Agreement) (Notice to be sent in early May)

30 days from sending Purchase Notice

Complete negotiations and execute Purchase and Sale Agreement/file Disclosure of Beneficial Interest Form

Approx. **30 days** from execution of Purchase and Sale Agreement (assumption of waiver of full 60-day Due Diligence Period and waiver of Closing timeline set forth in Option Agreement)

Closing of conveyance of property to Board of Selectmen

Simultaneously or after agreed-upon time period

Transfer of custody and control of portion of property from Board of Selectmen to Conservation Commission and conveyance of a portion of property to LexHab

Timing to be determined

Complete Conservation Restriction and Affordable Housing Restriction on parcels

180 days to respond (8/14/15)

No earlier than 120 days and no later than 180 days after Purchase Notice

ASSIGNMENT AND ASSUMPTION OF GRANT OF OPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GRANT OF OPTION AGREEMENT (this "Assignment") is dated for reference purposes as of the ____ of March, 2015 (the "Effective Date") by and between the TOWN OF LEXINGTON, acting by and through its Conservation Commission, having an address at 1625 Massachusetts Avenue, Lexington, MA 02420 ("Assignor"), and the TOWN OF LEXINGTON, acting by and through its Board of Selectmen, having an address at 1625 Massachusetts Avenue, Lexington, MA 02420 ("Assignee").

RECITALS

A. Assignor, as the "Grantee," and Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded in the Middlesex South District Registry of Deeds (the "Registry") in Book 25247, Page 406, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 431; Kathleen Wright, as Trustee of the Sara M. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded with the Registry in Book 25247, Page 435, as amended by First Amendment dated February 27, 1991 and recorded in the Registry in Book 25247, Page 460; Kathleen Wright, as Trustee of the Grove Street Trust created pursuant to the terms of the Articles 7 and 8 of the aforesaid Trusts; and Kathleen Wright, individually, each having an address of 241 Grove Street, Lexington, Massachusetts, collectively, as the "Grantor," were parties to that certain Grant of Option Agreement dated as of December 20, 2012 (the "Option Agreement"), a copy of which is attached hereto as Exhibit A. Capitalized terms used in this Assignment without definition shall have the meaning ascribed to such terms in the Option Agreement.

B. Pursuant to Section 9 of the Option Agreement, Assignor desires to assign, convey and transfer to Assignee all of Assignor's rights under the Option Agreement related to the acquisition of the Property identified therein, and Assignee desires to assume and accept the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby mutually agree as follows:

1. **Assignment of Option Agreement.** Effective as of the Effective Date, Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's rights under the Option Agreement with respect to the Property.
2. **Assumption of Option Agreement.** Effective as of the Effective Date, Assignee hereby accepts the transfer, assignment and conveyance of Assignor's rights under the Option Agreement.
3. **Conveyance of Land.** Assignee hereby agrees that if Assignee acquires the Property as provided in the Option Agreement it will transfer care, custody and control of a

portion of the Property, shown approximately as +/-27,879 square feet on the sketch plan attached hereto as Exhibit B, to Assignor for nominal consideration.

4. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

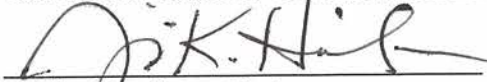
6. **Miscellaneous.** This Assignment: (a) may not be canceled, modified or amended except by written instrument executed by all parties hereto; and (b) contains the entire agreement between the parties hereto and is entered into after full investigation, with neither party relying upon any statement or representation made by another not contained in this Assignment.

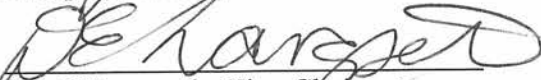
(Signatures on the following page)


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

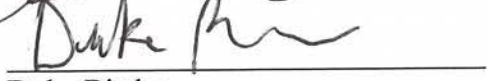
ASSIGNOR:


**TOWN OF LEXINGTON
CONSERVATION COMMISSION**

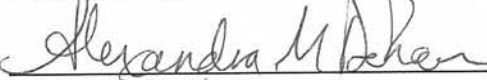

Philip Hamilton, Chair

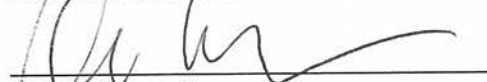

David Langseth, Vice Chair


Joyce Miller


Duke Bitsko


Richard Wolk


Alexandra Dohan


Kevin Beuttell

ASSIGNEE:

**TOWN OF LEXINGTON
BOARD OF SELECTMEN**

Joseph N. Pato, Chairman

Peter C. J. Kelley

Norman P. Cohen

Michelle L. Ciccolo

Suzanne E. Barry

Exhibit A
Grant of Option Agreement
(to be attached)

GRANT OF OPTION AGREEMENT

THIS GRANT OF OPTION AGREEMENT (this "Option Agreement") is made as of the 20th day of December, 2012 (the "Effective Date") by and between Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded in the Middlesex South District Registry of Deeds in Book 25247, Page 406, as amended by First Amendment dated February 27, 1991 and recorded in said Deeds in Book 25247, Page 431; Kathleen Wright, as Trustee of the Sara M. Wright Revocable Trust u/d/t dated January 5, 1988 and recorded in said Deeds in Book 25247, Page 435, as amended by First Amendment dated February 27, 1991 and recorded in said Deeds in Book 25247, Page 460; Kathleen Wright, as Trustee of the Grove Street Trust created pursuant to the terms of Articles 7 and 8 of the aforesaid Trusts; and Kathleen Wright, individually, each having an address at 241 Grove Street, Lexington, Middlesex County, Massachusetts (such parties, collectively, being referred to herein as the "**Grantor**"), and the Town of Lexington acting by and through its Conservation Commission, having an address at 1625 Massachusetts Avenue, Lexington, MA 02420 (the "**Grantee**"), with respect to that certain real property containing approximately 43,446 square feet located at 241 Grove Street, Lexington, Middlesex County, Massachusetts and shown as Parcel 2 ("**Parcel 2**" or the "**Property**") on a Plan entitled "Plan of Land in Lexington, Massachusetts prepared for Kathleen Wright" dated October 22, 2012 and recorded with the Middlesex Southern District Registry of Deeds as Plan 808 of 2012 (the "**ANR Plan**").

WITNESSETH:

In consideration of Ten and 00/100 Dollars (\$10.00) (the "**Initial Option Payment**") cash in hand paid contemporaneously herewith by Grantee to Grantor, and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Purpose of Option Agreement. This Option Agreement is being entered into by the parties for the purpose of confirming and further detailing the provisions of Paragraph 22 of that certain Purchase and Sale Agreement dated August 7, 2012 between the Grantee and Kathleen Wright, as Trustee of the aforesaid Thomas C. Wright and Sara M. Wright Revocable Trusts (the "**Original Purchase and Sale Agreement**"), which, *inter alia*, provides for the sale to Grantee of certain property adjacent to Parcel 2. Grantor caused an ANR Plan to be recorded pursuant to the Original Purchase and Sale Agreement, and Grantor and Grantee hereby agree that Parcel 2 as shown on the ANR Plan is the property contemplated by the purchase option provided for in Paragraph 22 of the Original Purchase and Sale Agreement. In the event of any conflict between the terms of said Paragraph 22 and the terms of this Option Agreement, the terms of this Option Agreement shall control.

2. Grant of Option; Option Period.

Grantor hereby grants to Grantee the option to purchase Parcel 2 upon the terms and conditions set forth herein (the "**Option**"). For purposes of this Agreement "Parcel 2" shall, in addition, mean and include all of Grantor's right, title and interest, now or hereafter existing, in and to, if applicable as hereafter provided, all improvements, buildings or structures now or hereafter thereon and in and to any streets or ways abutting or adjoining the parcel that are not

used or committed for use as public streets or ways and any strips, gores, trees, shrubs, plants, easements, mineral and other rights, hereditaments and appurtenances in or affecting said Parcel 2. Grantor and Grantee agree that the grant of option with respect to Parcel 2 is an option for the entirety of Parcel 2 and not individual parcels or portions thereof, such that the exercise of the Option shall be for the entirety of Parcel 2.

The "**Option Period**" shall be the period commencing upon the earlier to occur of (i) Grantee's receipt from Grantor of a notice indicating that Kathleen Wright has died, or (ii) Grantee's receipt from Grantor of a notice indicating that Grantor intends to sell the Property, and ending on the day that is One Hundred Eighty (180) days thereafter (the "**Option Expiration Date**"). Grantor agrees to give prompt written notice to Grantee of the death of Kathleen Wright and of Grantor's intention to sell the Property. Grantor shall not have the right to sell the Property or offer the Property for sale to anyone other than Grantee unless Grantor shall have given notice to Grantee as provided in this Agreement and the Option Expiration Date shall have occurred without Grantee's having exercised the Option.

3. Purchase Notice.

Grantee may, subject to the terms and conditions hereof, exercise the Option in respect of Parcel 2 by delivering notice (the "**Purchase Notice**") in writing to Grantor at the addresses set forth in Section 7 below (or at such other addresses as Grantor has provided to Grantee by written notice) on or before the Option Expiration Date. The Purchase Notice shall set forth a reasonable closing date (the "**Closing Date**") that shall be not later than one hundred eighty (180) days or earlier than one hundred twenty (120) days after the date of such Purchase Notice, subject to extensions and/or earlier dates of closing as provided in the Purchase and Sale Agreement (hereinafter defined). If Grantee does not exercise the Option on or prior to the Option Expiration Date, the grant of option in this Option Agreement shall terminate without recourse to the parties.

4. Purchase Price.

The Purchase Price for Parcel 2 shall be Five Hundred Thousand Dollars (\$500,000.00), subject to adjustment as set forth below (the "**Purchase Price**").

The Purchase Price shall be adjusted to reflect any increase (but not any decrease) in the CPI-U Consumer Price Index (All Items) for Boston-Brockton-Nashua, MA-NH-ME-CT as announced by the United States Department of Labor (the "CPI") between the CPI in effect as of August 7, 2012 (the date of execution of the Original Purchase and Sale Agreement) and the CPI in effect as of the date of execution of the Purchase and Sale Agreement with respect to Parcel 2.

The Purchase Price, adjusted as aforesaid and subject to further adjustment as set forth in the Purchase and Sale Agreement, shall be payable on the Closing Date, subject to compliance by Grantor with the terms and conditions hereof and of the Purchase and Sale Agreement with respect to Parcel 2.

5. Purchase and Sale Agreement

Within thirty (30) days after delivery of the Purchase Notice, Grantor and Grantee shall enter into a Purchase and Sale Agreement, which agreement shall be substantially in the form attached to the Original Purchase and Sale Agreement as Exhibit D and that is also attached hereto as Exhibit A (the "**Purchase and Sale Agreement**").

Grantor agrees to maintain the house and barn located on Parcel 2 in at least the same condition as they existed as of the date of the Original Purchase and Sale Agreement and as documented on Exhibit E to the Original Purchase and Sale Agreement (attached hereto as Exhibit B), and the Purchase and Sale Agreement shall provide for delivery of the Property in such condition.

6. Plymouth Superior Court Case No. 2007-00277B and Agreement for Judgment dated May 20, 2010

(a) Grantor hereby warrants and represents, and agrees that (i) it is in compliance with all terms and conditions of Superior Court Case No. 2007-00277B and the Agreement for Judgment in said case dated May 20, 2010 and approved by the Court on May 20, 2010, as the same may have been or may hereafter be modified or amended, (ii) the execution of this Option Agreement is permitted thereunder without conditions, (iii) the execution of the Purchase and Sale Agreement is permitted thereunder without conditions, and (iv) the sale of Parcel 2 in accordance with this Option Agreement and the Purchase and Sale Agreement is permitted thereunder and all relevant conditions required for the sale to Grantee shall be satisfied prior to the Closing Date. The Grantor further warrants and represents that no consents are required in order for Grantor to execute this Option Agreement, to execute the Purchase and Sale Agreement or to complete the sale of the Property to Grantee in accordance with the Purchase and Sale Agreement and this Option Agreement.

(b) The Grantor must satisfy all requirements of the Grantee's title insurance company such that no exception(s) to title, requirement(s) or condition(s) to be satisfied are included in the title insurance policy issued to Grantee as of the Closing Date as a result of or relating to Plymouth Superior Court Case No. 2007-00277B or as a result of or relating to Agreement for Judgment dated May 20, 2010 and approved by the Court on May 20, 2010 as may be amended or modified. Without limitation of the foregoing, the Quitclaim Deed to Grantee must recite that the conveyance is pursuant to, and in compliance with said Court Case and said Agreement for Judgment.

(c) The foregoing provisions shall survive the delivery of the deed for Parcel 2 and the Purchase and Sale Agreement shall contain provisions identical to the foregoing.

7. Notices.

All notices, requests, approvals, consents and other communications required or permitted to be given or delivered under this Option Agreement shall be in writing and shall be deemed validly given (a) immediately upon hand delivery, (b) one (1) day following deposit with a courier or express service guaranteeing overnight delivery, or (c) two (2) postal delivery days after deposit in the U.S. mails by certified mail, return receipt requested, addressed as follows:

If to Grantor: Kathleen Wright
241 Grove Street
Lexington, MA 02420

with a copy to: Alan Wrigley, Esq.
114 Waltham Street, Suite 14
Lexington, MA 02421

If to Grantee: Town of Lexington acting by and through
its Conservation Commission
Attn: Conservation Administrator
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420

with a copy to: Ryan D. Pace, Esq.
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

or to such other person or address as Grantor or Grantee shall have given by notice as herein provided.

8. Binding Effect.

This Agreement shall benefit and bind Grantor and Grantee and the respective successors and assigns. All obligations of the Grantor hereunder shall be joint and several.

9. Assignment.

Grantee may assign, transfer or otherwise alienate its interest in this Option Agreement to any municipal subdivision or board of the Town of Lexington or to the Town of Lexington acting other than through the Conservation Commission (a "Permitted Assignee") provided said Permitted Assignee assumes all obligations of Grantee hereunder. In the event of any such assignment, the Permitted Assignee shall be and remain solely liable for all obligations of Grantee under this Option Agreement.

10. Paragraph Headings.

All paragraph headings and other titles and captions used in this Option Agreement are for convenience only, do not form a substantive part of this Option Agreement, and shall not restrict or enlarge any substantive provisions of this Option Agreement.

11. Pronouns.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the context and the identity of the person or persons may require.

12. Agreement in Counterparts.

This Option Agreement may be executed in any number of identical counterparts and, if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement binding on Grantor and Grantee, notwithstanding that Grantor and Grantee are not signatories to the same counterpart, and in making proof of this Option Agreement, it shall not be necessary to produce or account for more than one such counterpart.

13. Governing Law.

This Option Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

14. Time of the Essence; Failure to Enforce Not a Waiver.

Time is of the essence of this Option Agreement. Except as may be expressly provided in this Option Agreement, failure by Grantor or Grantee to enforce any right shall not constitute a waiver thereof.

15. Severability.

If any provision of this Option Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Option Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision that comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

16. No Partnership.

Nothing contained in this Option Agreement shall be construed to create a partnership or joint venture between Grantor and Grantee or their respective assignees or successors in interest.

17. Entire Agreement; Amendments, Etc.

With the exception of an Indemnification Agreement between Grantor, as Seller, and Grantee, as Buyer, of even date herewith, and with the exception of certain Trustee's Certificates of Grantor of even date herewith, this Option Agreement, with the Exhibits attached hereto and that are hereby made a part hereof, constitutes the entire agreement between Grantor and Grantee hereto with respect to this option on Parcel 2, and no verbal statements made by anyone with regard to the transaction that is the subject of this Option Agreement shall be construed as a part

hereof unless the same are incorporated herein by writing. This Option Agreement may be cancelled, modified or amended only by a written instrument executed by both Grantor and Grantee.

18. Further Assurances.

Grantor and Grantee agree to execute any and all additional instruments and documents as may be reasonably required in order fully to effectuate the terms of this Option Agreement.

19. Notice of Option.

Grantee shall not record this Option Agreement, provided however that Buyer shall be entitled to record a notice hereof, and Grantor shall execute, acknowledge and deliver such notice to Grantee for recording promptly upon request of Grantee.

[COUNTERPART SIGNATURE PAGES ATTACHED]

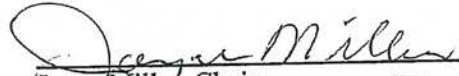
COUNTERPART SIGNATURE PAGE OF GRANTEE


SIGNATURE PAGE TO GRANT OF OPTION AGREEMENT DATED AS OF DECEMBER 20, 2012, BY AND BETWEEN KATHLEEN WRIGHT, AS TRUSTEE OF THE THOMAS C. WRIGHT REVOCABLE TRUST, SARA M. WRIGHT REVOCABLE TRUST, AND THE GROVE STREET TRUST, AND KATHLEEN WRIGHT, INDIVIDUALLY, AS GRANTOR, AND THE TOWN OF LEXINGTON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION, AS GRANTEE

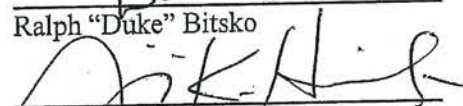
IN WITNESS WHEREOF, this Agreement has been duly executed as a sealed instrument as of the day and year first above written.

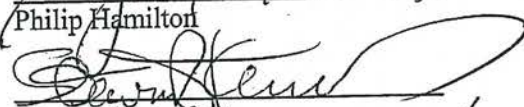
GRANTEE:

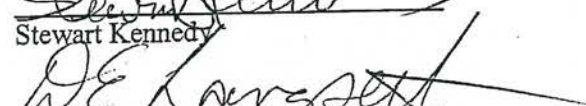
TOWN OF LEXINGTON
CONSERVATION COMMISSION

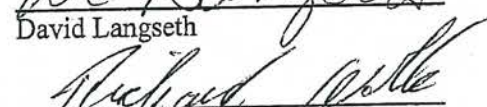

Joyce Miller, Chair

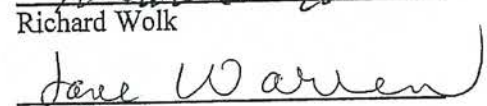

Ralph "Duke" Bitsko


Philip Hamilton


Stewart Kennedy


David Langseth


Richard Wolk


Jane Warren

COUNTERPART SIGNATURE PAGE OF GRANTOR

SIGNATURE PAGE TO GRANT OF OPTION AGREEMENT DATED AS OF DECEMBER 20, 2012, BY AND BETWEEN KATHLEEN WRIGHT, AS TRUSTEE OF THE THOMAS C. WRIGHT REVOCABLE TRUST, SARA M. WRIGHT REVOCABLE TRUST, AND THE GROVE STREET TRUST, AND KATHLEEN WRIGHT, INDIVIDUALLY, AS GRANTOR, AND THE TOWN OF LEXINGTON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION, AS GRANTEE

IN WITNESS WHEREOF, this Agreement has been duly executed as a sealed instrument as of the day and year first above written.

GRANTOR:

Kathleen Wright
Kathleen Wright

THOMAS C. WRIGHT REVOCABLE TRUST

By: Kathleen Wright, Trustee
Kathleen Wright, as Trustee

SARA M. WRIGHT REVOCABLE TRUST

By: Kathleen Wright, Trustee
Kathleen Wright, as Trustee

GROVE STREET TRUST

By: Kathleen Wright, Trustee
Kathleen Wright, as Trustee

EXHIBIT A

Form of Purchase and Sale Agreement
attached to the Original Purchase and Sale Agreement as Exhibit D

EXHIBIT D

PURCHASE AND SALE AGREEMENT

As of this ___ day of _____, 20__ (the "Effective Date");

1. Parties and Mailing Addresses:

Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust and as Trustee of the Sara M. Wright Revocable Trust, having full authority under the respective Trusts to enter into this Agreement and having an address of 241 Grove Street, Lexington, Massachusetts 02420 (collectively, the "SELLER"), agrees to SELL and

The Town of Lexington, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the "BUYER"), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

Land containing approximately 43,446 square feet identified as "Parcel 2" (the "Property") on the sketch plan attached hereto as Exhibit 1 (the "Plan"), as may be adjusted based on the ANR Plan as set forth in Paragraph 16 herein.

For the SELLER's title to the Property, see deed to Thomas C. Wright and Sara M. Wright dated May 3, 1998 and recorded with the Middlesex South Registry of Deeds in Book 19065, Page 52. [To be supplemented and updated based on BUYER's title review.]

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except such taxes for the then current year as are not due and payable on the delivery of such deed.

4. Purchase Price:

The agreed purchase price for the Property is [_____] Dollars (the "Purchase Price"), of which

\$ [_____] has been paid as a deposit this day (the "Deposit");

\$ [_____] is to be paid at the time of delivery, acceptance and recording of the deed by certified, cashier's, treasurer's or bank check(s), conveyancing attorney's IOLTA check or wire.

\$ [_____] TOTAL

KW

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the ___ day of _____, 20__ at the office of the Lexington Town Manager at 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, (the "Closing Date") provided the BUYER at its sole discretion upon written notice delivered to the SELLER not less than seven (7) days before the Closing Date may reschedule the date for the delivery of the deed but such date shall be in or within ninety (90) days from the Closing Date. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then (a) in the same condition as they now are, reasonable use and wear and tear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 3 hereof.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be, (a) SELLER shall give written notice thereof to the BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that such extension period shall be for as short a period as is required by the SELLER to effect such necessary cure to the title or condition of the Property. SELLER's diligent, good faith efforts hereunder shall not require the SELLER to expend more than \$10,000, exclusive of sums paid to discharge mortgages, voluntary monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If at the expiration of the extended time provided in Paragraph 7 above the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

The BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as the SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to Buyer.

10. Acceptance of Deed:

The acceptance and recording of a deed by the BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Insurance:

Until recording of the deed, SELLER shall maintain property and liability coverage on the Property as presently insured.

13. Adjustments:

Water and sewer use charges, and taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the deed.

14. Adjustment of Un-assessed and Abated Taxes:

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

15. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 15 and the agreement affixed hereto as Exhibit 2 (the "Escrow Agreement").

16. BUYER's Default; Damages:

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be paid to the SELLER as liquidated damages and this shall be the SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

17. Maintenance of Improvements:

SELLER agrees to maintain the house and the barn located on the Property in the same condition as they presently exist as of the date hereof reasonable wear and tear excepted until the Closing. The parties hereby acknowledge that in the event that the SELLER fails to maintain the house and barn as set forth herein, the BUYER may pursue all remedies available in law and in equity, including without limitation specific performance.

18. SELLER Delivery of Property Documents:

SELLER has delivered to BUYER all environmental reports and assessments relating to the Property, if any, all geotechnical information and updates of such information relating to the Property, if any. During the term hereof, SELLER shall deliver such other documents and information in SELLER's control as BUYER may reasonably request.

19. Due Diligence Period:

The BUYER shall have a due diligence period of sixty (60) days commencing on the Effective Date (the "Due Diligence Period"), during which the BUYER shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, property surveys, and evaluations of utilities.

Within thirty (30) days of the commencement of the Due Diligence Period (the "Title Review Period"), the BUYER shall deliver written notice (the "Title Objection Notice") to the SELLER specifying any objections that BUYER may have to any title matters relating to the Property. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER's reasonable satisfaction prior to the Closing Date. In the event that, despite SELLER's diligent and good faith efforts, SELLER cannot substantially address any objections as provided above prior to the Closing Date, SELLER's right to extend the closing as set forth in Paragraph 7 hereof shall automatically be waived for the matters identified in the Title Objection Notice.

If BUYER fails to deliver the Title Objection Notice prior to the expiration of the Title Review Period, BUYER shall be deemed to have waived its rights to object to the status of the title to the Property, subject however to BUYER's right to provide a supplementary Title Objection Notice at any time up to the Closing Date respecting those defects in title arising after the expiration of the Title Review Period.

The SELLER shall cooperate with the BUYER to give the BUYER access to the Property during the Due Diligence Period.

Prior to engaging in any test or investigation that could damage any portion of the premises, BUYER shall give SELLER three (3) business days' notice and the opportunity

to have a representative or employee of SELLER present during such activity. BUYER shall use reasonable efforts promptly to repair, at its sole cost and expense, any damage to the premises caused by such tests or investigations.

If the BUYER is not satisfied in its sole judgment with any of the information obtained by the BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the second and third paragraphs of this section), then the BUYER shall have the right to terminate this Agreement by written notice to the SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period.

20. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity;
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in the BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement;
- D. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

21. Access:

In addition to the BUYER's rights set forth in Paragraph 19, the BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

22. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission):

20

in case of notice to the SELLER, to: Kathleen Wright or the then current trustee or trustees of the Thomas. C. Wright Revocable Trust and of the Sara M. Wright Revocable Trust

241 Grove Street
Lexington, MA 02420

with a copy to:

Alan A. Wrigley
Suite 14
114 Waltham Street
Lexington, MA
Fax: 781.674.9474

in case of notice to the BUYER, to:

Carl Valente
Town Manager
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420
Fax: 781.861.2921

with copies to:

Ryan D. Pace and Stephanie B. Dubanowitz
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6551
Fax: 617.621.6651

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission), on the same business day.

23. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

24. Underground Fuel Storage Tanks:

The SELLER warrants and represents that, to the best of the SELLER's knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this Section 24 shall survive delivery of the deed.

WJ

25. SELLER Delivery of Closing Documents:

The SELLER shall cooperate with the BUYER by executing, acknowledging, swearing to the truth to the best of their knowledge and belief of the contents and delivering such instruments as may reasonably and customarily be required by the BUYER's title insurance company and/or the BUYER's attorney in conjunction with the closing.

26. Extensions:

By executing this Agreement, the BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

27. Efforts to Cure Title or Condition of the Property:

The SELLER shall use best efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

28. Suits or Judgments:

The SELLER represents and warrants to the BUYER that the SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

29. Brokers:

The SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

30. Disclosure of Beneficial Interest Form:

The SELLER will complete the disclosure of beneficial interest form that is attached hereto as Exhibit 3 as required under G.L. c. 7, sec. 40J.

31. Municipal Purposes:

The BUYER is acquiring the Property for municipal purposes which may include open space and passive outdoor recreation. The BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions, including, without limitation, the Lexington Conservation Commission, upon notification to the SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided. Notwithstanding

KW

anything set forth herein to the contrary, the BUYER's obligations hereunder are expressly subject to all municipal approvals that are required for the BUYER's purchase of the Property.

32. Municipal Approvals:

The BUYER is acquiring the Property for municipal purposes which may include open space and passive outdoor recreation. The BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions, including, without limitation, the Lexington Conservation Commission, upon notification to the SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided. Notwithstanding anything set forth herein to the contrary, the BUYER's obligations hereunder are expressly subject to the approval of the Lexington Board of Selectmen and all other municipal approvals that are required for the purchase of the Property, including a Town Meeting Vote.

33. Title V:

Prior to closing, SELLER shall have the septic system inspected by an approved system inspector in accordance with the provisions of Title 5 of the Massachusetts Environmental Code ("Title 5"). SELLER shall deliver to BUYER no less than fourteen (14) days prior to the closing date as set forth in Paragraph 8 herein the applicable septic system inspection form. If that form indicates that the septic system on the property fails to comply with Title 5 or the system conditionally complies therewith, BUYER shall be entitled to terminate this Agreement by giving written notice to SELLER, in which case all deposits and interest thereon shall be returned to BUYER and all other obligations of the parties hereto shall cease and this Agreement shall be null and void without recourse to the parties hereto.] [If applicable] or

[SELLER represents that the Property is connected to and served by municipal water and sewer.]

34. Smoke Detectors:

SELLER shall, at the time of the delivery of the deed, deliver a certificate from the Town of Lexington fire department stating that the Property has been equipped with approved smoke detectors in conformity with applicable law.

35. Carbon Monoxide Detectors:

SELLER shall provide a certificate from the fire department of the Town of Lexington, either in addition to or incorporated into the certificate described above, stating that the Property has been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 sec. 26F1/2 or that the Property is otherwise exempted by the statute.

36. SELLER warrants and represents to BUYER that, to the best of SELLER's knowledge, SELLER has not installed and has no knowledge of the existence or use of urea formaldehyde foam insulation (UFFI) in or on the Property.

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37. Assignment:

SELLER shall not be entitled to assign any of the rights hereunder, except to entities controlled by the SELLER, and the BUYER shall be entitled to terminate this Agreement by written notice to the SELLER in the event of a breach of this Paragraph 37.

38. Buyer Termination:

In the event of any termination of this Agreement by the BUYER as permitted hereunder or any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

39. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

40. Warranties and Representations:

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or otherwise made in writing.

41. Construction of Agreement:

This instrument, 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

Town of Lexington
Board of Selectmen

SELLER:

Thomas C. Wright Revocable Trust

Kathleen Wright
As Trustee

Sara M. Wright Revocable Trust

Kathleen Wright
As Trustee

EXHIBIT D-1
Sketch Plan
(to be attached)

Handwritten initials

EXHIBIT D-2

ESCROW AGREEMENT

WHEREAS, Kathleen Wright, as Trustee of the Thomas C. Wright Revocable Trust and as Trustee of the Sara M. Wright Revocable Trust, having an address of 241 Grove Street, Lexington, Massachusetts 02420 ("Seller"), as seller, and the Town of Lexington, on behalf of its Conservation Commission, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 ("Buyer"), as buyer, entered into that certain Purchase and Sale Agreement dated as of June __, 20__ (the "Agreement") for the real property known and numbered as 241 Grove Street, Lexington, Massachusetts (the "Property");

WHEREAS, the Agreement calls for the deposit of _____ of the purchase price (the "Escrow Sum") to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent in a non-interest-bearing escrow account, and it shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged

from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

[The remainder of this page has been intentionally left blank.]

This document is executed under seal as of this ___ day of _____ 20__.

BUYER:
TOWN OF LEXINGTON

SELLER:
Thomas C. Wright Revocable Trust

By: _____
Town Manager
Duly Authorized

Kathleen Wright
As Trustee

Sara M. Wright Revocable Trust

Kathleen Wright
As Trustee

ANDERSON & KREIGER LLP, as Escrow Agent

By: _____

EXHIBIT D-3

DISCLOSURE OF BENEFICIAL INTEREST

EXHIBIT D-4

LEAD PAINT DISCLOSURE FORM

410

EXHIBIT B

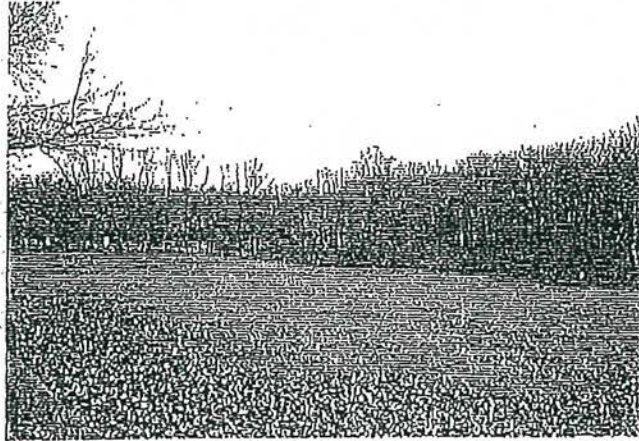
Exhibit E to Original Purchase and Sale Agreement
showing the condition of the improvements on Parcel 2

EXHIBIT E
DOCUMENTATION OF HOUSE AND BARN
(TO BE ATTACHED)

10

SUBJECT PROPERTY PHOTOGRAPHS

Wright Farm
241 Grove Street
Lexington, MA
Taken by C.H. Bowler (12/19/11)



View Looking Northerly at Wright Farm. Photo Taken from the SW Corner of Site on Grove Street.



View Looking Easterly at the Dwelling on Site.

SUBJECT PROPERTY PHOTOGRAPHS

Wright Farm
241 Grove Street
Lexington, MA
Taken by C.H. Bowler (12/19/11)



Street Scene Looking SE Along Grove Street, Subject Property is to the Left.



Rear View of the Detached Garage and Detached Barn Looking SW.

KW



HOUSE FROM GROVE STREET
(December 14, 2011 - Photographer Kenneth Croft)



REAR OF BARN GARAGE & HOUSE
(December 14, 2011 - Photographer Kenneth Croft)
SUBJECT PHOTOGRAPHS



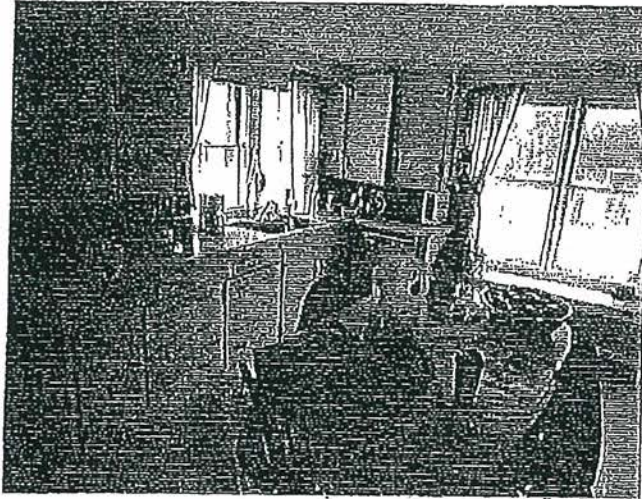
PROPOSED LOT 12 - VIEW TOWARD GROVE STREET
(December 14, 2011 - Photographer Kenneth Croft)



BARN
(December 14, 2011 - Photographer Kenneth Croft)

SUBJECT PHOTOGRAPHS

12



KITCHEN

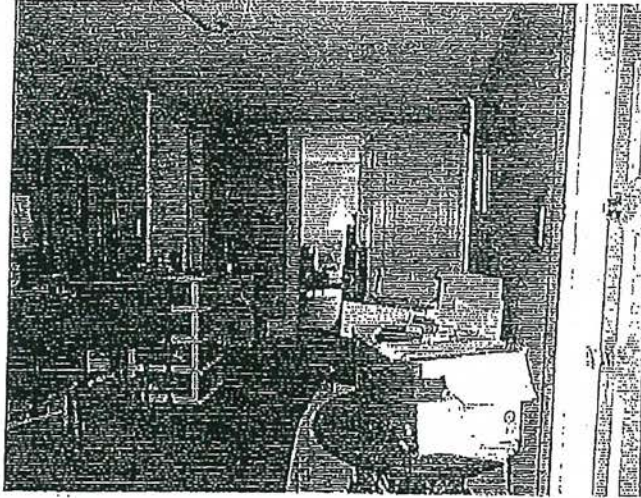
(December 14, 2011 - Photographer Kenneth Croft)



PARLOR ON SOUTHWEST CORNER OF HOUSE

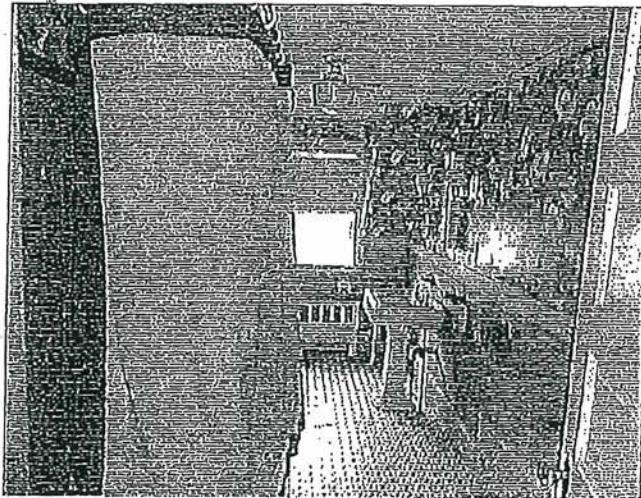
(December 14, 2011 - Photographer Kenneth Croft)

SUBJECT PHOTOGRAPHS



UPSTAIRS HALL

(December 14, 2011 - Photographer Kenneth Croft)



UPSTAIRS BATHROOM

(December 14, 2011 - Photographer Kenneth Croft)

SUBJECT PHOTOGRAPHS

12/14

Exhibit B
Sketch Plan
(to be attached)

91-1A
GROVEST
12.6 AC


91-1C
241 GROVEST
1 AC


90-50
240 GROVEST
0.7 AC

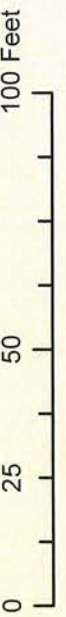
248 GROVEST
0.5 AC

Wright Farm: Sketch of Proposed Lot Split

Lot 91-1C: 1 Acre
Proposed Lot: 0.36 Acres (36%)

 Wright Farm: Sketch of Lot Split

 Tax Parcels LIME



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: **PRESENTER:** **ITEM NUMBER:**

3/23/2015 Karen Mullins, Conservation Director I.2

AGENDA ITEM TITLE:

Approve and Sign Shire Conservation Restriction and Drainage, Sidewalk and Trail Easements (5 min.)

SUMMARY:

Karen Mullins will be at your meeting to answer any questions regarding approving the Shire Conservation Restriction and Drainage, Sidewalk and Trail Easements.

RECOMMENDATION / SUGGESTED MOTION:

Motion to accept and sign the Conservation Restriction between Shire and the Conservation Commission.

Motion to approve and sign the Drainage Easement between Shire and the Town of Lexington.

Motion to approve and sign the Sidewalk Easement between Shire and the Town of Lexington.

Motion to accept and sign the Trail Easement between Shire and the Conservation Commission.

FOLLOW-UP:

APPROXIMATE TIME ON AGENDA:

6:05 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Memo from Karen Mullins on Shire Documents	Cover Memo
<input type="checkbox"/> Shire Conservation Restriction	Backup Material
<input type="checkbox"/> Shire Drainage Easement	Backup Material
<input type="checkbox"/> Shire Sidewalk Easement	Backup Material
<input type="checkbox"/> Shire Trail Easement	Backup Material



MEMORANDUM

TO: Board of Selectmen

FROM: Karen M. Mullins, Conservation Administrator

DATE: March 17, 2015

Re: Shire Human Genetic Therapies, Inc., Shire Way and Spring St

Please find attached for the Board's approval and signature the following documents:

1. *Conservation Restriction* - to be executed by both the Board of Selectmen and signatures to be notarized (need 2 originals executed);
2. *Trail Easement*- to be executed by both the Board of Selectmen and signatures to be notarized (need 2 originals executed);
3. *Sidewalk Easement*- to be executed by the Board of Selectmen and signatures to be notarized (need 1 original executed); and
4. *Drainage Easement*- to be executed by the Board of Selectmen and signatures to be notarized (need 1 original executed).

As a point of information, the granting of a Conservation Restriction and Trail Easement were a requirement of permits issued for the site, both the Zoning Board of Appeal's Special Permit and the Conservation Commission's Order of Conditions. For the past several years, the Conservation Commission, with Town Counsel assistance, has been working with Shire to finalize the restriction and easement language and referenced final plans, and attached are the final Conservation Restriction and Trail Easement that are acceptable and approvable by Shire and the Commission, including the conservation stewards, and the State Executive Office of Energy and Environmental Affairs. The Conservation Commission, who is the Grantee, accepted and signed the enclosed Conservation Restriction and the Trail Easement during their meeting on Monday, March 16, 2015.

The sidewalk and drain easement were requirements of the Engineering Division as part of the Spring Street sidewalk construction and the Shade Street roadway project. Both these easements are required to be recorded prior to the Conservation Restriction since these easements fall within Conservation Restriction Area B.

I will be available at your meeting to respond to any questions that may come up, but, in the meantime, if you have any questions or need additional information, please do not hesitate to contact me. Thank you.

RECORD AND RETURN TO:

~ Recording Information Area ~

Grantor: Shire Human Genetic Therapies, Inc.
Grantee: Town of Lexington
Address of Property: Shire Way and Spring Street, Lexington, MA
For Title See:

Middlesex County South District Registry of Deeds Book 54920, Page 208; and Middlesex County South District Registry of Deeds Book 51406, Page 560; Land Court Division of said Registry Certificate of Title No. 233892 and Notice of Voluntary Withdrawal from Registered filed with said Land Court Division as Document No. 1460201, and recorded with said Registry at Book 50427, Page 1. (the "**Grantor's Land**")

CONSERVATION RESTRICTION

Shire Human Genetic Therapies, Inc. ("**Shire Inc.**"), a Delaware corporation with an address of 300 Shire Way, Lexington, Massachusetts 02421, being the owner, for itself and its successors and assigns (the "**Grantor**"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to the Town of Lexington, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("**Grantee**"), for consideration of One Dollar (\$1.00) and for other good and valuable consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction affecting Conservation Restriction Area "A", Conservation Restriction Area "B", and Conservation Restriction Area "C" (such Conservation Restriction Areas A, B and C are the "**Premises**"), affecting land located in the Town of Lexington, Massachusetts and more particularly described below as Grantor's Land and in Exhibit A and shown on the plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan", prepared by BSC Group, dated February 26, 2015 and recorded in the Middlesex County South District Registry of Deeds in Book _____, Page _____ (the "**Plan**"), and a sketch plan version of which is attached hereto as Exhibit B. A legal description of the Premises is attached hereto as Exhibit C.

This Conservation Restriction is further granted in consideration of those certain decisions issued by the Town of Lexington Board of Appeals recorded with the Middlesex County South District Registry of Deeds in Book 51547, Page 271, as amended by the subsequent decision of the Board recorded with the Registry in Book 52060, Page 58; and recorded with said Registry at Book 54260, Page 62; (the "**Permits**") and that certain order of conditions issued by the Town of

Lexington Conservation Commission, DEP File Number, 201-719, BL-676, recorded with the Registry in Book 50775, Page 21.

Grantee is authorized to accept conservation restrictions to protect natural environmentally significant property under the provisions of Mass. Gen. Laws c. 40, § 8C and c. 184, §§ 31, 32, and 33 (“**Act**”). Grantee is a governmental unit whose primary purposes include the protection, preservation and conservation of land in its natural state and the protection, preservation and conservation of wetlands, wildlife habitat, private and public water supplies and groundwater supplies; and to regulate in the areas of flood control, storm water management and damage prevention and pollution prevention.

I. PURPOSES

This Conservation Restriction is authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction (the “**Purpose**”) is to assure that the Premises will be maintained in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (“**Conservation Values**”).

These values include the following:

- **Open Space Preservation.** The protection of the Premises, including the preservation of trees, stone walls, wetlands and fields in their naturally vegetated state, contributes to the protection of the scenic and natural character of the Town of Lexington.
- **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Lexington’s 1996 Open Space and Recreation Plan: the protection of the Town’s scenic landscape (Objective 2a), the protection of forest (Objective 2b), the protection of the Town and Region’s water resources (Objectives 3a & 5a), and provides extra protection to the Town’s most fragile resources (Objective 3b).
- **Conservation Trails** for passive recreation, education, and nature study, as defined below.
- **Water Supply and Wetlands.** Protection of the Hobbs Brook Reservoir (an Outstanding Water Resource) and its watershed, public and private water supply, groundwater recharge, storm damage prevention, flood control and related wildlife habitat.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses; Exceptions

Subject to the exceptions set forth in this Conservation Restriction, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation (including stone walls);
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial purposes.
- (8) The use of the Premises to satisfy any zoning requirements for future development, except with respect to the development on Grantor's Land of the additional improvements ("Future Phases") authorized by the Amended Preliminary Site Development and Use Plan ("PSDUP") and the Definitive Site Development and Use Plan ("DSDUP"; the PSDUP and the DSDUP are referred to as the "Overlay Zoning") cited in the Permits, as any of the same may be amended from time to time. For avoidance of doubt, nothing in this item (8) shall limit the ability of the Grantor to seek, for the development of Future Phases, any additional permits and approvals that may be needed.
- (9) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its Conservation Values.

B. Reserved Rights and Exceptions

The Grantor reserves the right, but not the obligation, and at its own discretion, to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the Conservation Values or Purposes of this Conservation Restriction:

(1) Utilities. (i) Maintenance, upgrading, repair, replacement and operation of existing utility lines, pipes, conduits, and associated facilities, structures and appurtenances thereto; (ii) installation, maintenance, upgrading, repair, replacement and operation of utility lines, pipes, conduits, and associated facilities, structures and appurtenances thereto within the Gravel Access Road (as defined below), or (iii) or as otherwise may be approved by the Grantee. Grantor and Grantee agree that all such utilities, and the maintenance, repair and/or replacement of any such utilities do not (and will not) materially impair the conservation values or purposes of this Conservation Restriction, provided that the Premises are restored to substantially the condition they were in prior to such work.

(2) Maintenance and Vegetation Management. In accordance with generally accepted forest management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises and removal of trash, including, without limitation, abandoned vehicles, bicycles, construction debris, etc.

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The marking, clearing and maintenance of trails. Trails are to be not wider than 6 feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to rules for using the Premises and trails, hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; and the installation of signage, fencing and other appurtenances that the Grantor deems necessary in connection therewith within the Premises, provided, however, that said signage, fencing and other appurtenances are of similar size and scale of other signage, fencing and other appurtenances within conservation areas in the Town of Lexington;

- (9) Sidewalk. Construction, maintenance, repair and replacement of a bituminous concrete and/or natural surface sidewalk within the area shown as “**Easement A**” on the Plan within Conservation Restriction Area “B”;
- (10) Drainage & Utilities. Construction, maintenance, repair and replacement of drainage improvements and/or utilities within the area shown as “**Easement B**” on the Plan, within Conservation Restriction Area “B”;
- (11) Gravel Access Road. Maintenance, repair, replacement, snow removal and operation of the existing 12 foot gravel access road, and appurtenances thereto, which provides emergency access, identified on the Plan as the “**Gravel Access Road**,” a portion of which is located within Conservation Restriction Area “A”;
- (12) Motor vehicle use. Use of motor vehicles on the Gravel Access Road or elsewhere on the Premises as reasonably necessary in conducting any of the reserved rights in this Paragraph B, provide that such vehicles shall, if reasonably possible, be used only on trails and on the Gravel Access Road;
- (13) Security. The right, but not the obligation, of the Grantor and its security personnel, to provide security within the Premises (such as foot patrols, or the use of security vehicles on the Gravel Road, but which does not include the right to construct any security-related improvements within the area subject to the Conservation Restriction, such as, without limitation, fences), consistent with the provisions of this Conservation Restriction and the policies and procedures applicable to Grantor’s Land from time to time; and
- (14) Activities Permitted by Law. All activities permissible under law not expressly prohibited by this Conservation Restriction and that are consistent with this Conservation Restriction and that will not materially impair its Purpose.

The exercise of any right reserved by Grantor under Paragraph B of this Section II shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval

Whenever notice to or approval by Grantee is required under the provisions of Paragraphs A or B of this Section II, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee’s approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor’s request. Grantee’s approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, provided that the requested activity is not prohibited herein and the activity will not materially impair the Purpose.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute between Grantor and Grantee as to the location of the boundaries of this Conservation Restriction, the Grantor shall be responsible for such survey work and installation of boundary markers as may be reasonably required to resolve such dispute.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor to prevent, abate, or mitigate significant injury to the Premises resulting from such causes, provided that if any such injury or change shall occur, the parties shall cooperate in reasonable efforts to restore the Premises, if desirable and feasible, and at no cost to the Grantor.

IV. ACCESS

The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

Monitoring, Enforcement and Restoration. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantor grants to the Grantee (but not the general public) the right and easement to pass from the public ways over such driveways and roadways as may from time to time be located on the Grantor's Land, for the purpose of exercising its rights under this paragraph of this Section IV of this Conservation Restriction.

Public Access. Grantor also grants to Grantee the right to construct, maintain, repair and replace, and to invite the public to use for purposes of passive recreation, education, and nature study, public access trails within the Premises, more particularly in those locations shown on the Plan as "Conservation Trail," the location of which may be amended from time to time by mutual agreement of Grantor and Grantee. Such trails shall be accessed via the public ways known as Shade Street, Weston Street and Spring Street. Access to such trails shall be free of charge, and Grantor and Grantee shall have the benefit of Massachusetts General Laws, c. 21, section 17C. Notwithstanding the foregoing, the Grantor hereby reserves the right to restrict such public access at any time for security or for public health and safety reasons for periods of up to one week, and to request Grantee's approval for longer periods, such approval not to be unreasonably withheld. Any such restriction must be imposed in good faith, must be reasonably necessary, and must be as limited in time as is reasonably consistent with the security or public health and safety reason for which it is imposed. Other than such express and delineated access, the general public shall have no right of access to the Premises under this Conservation Restriction.

An additional public access trail to be located on Grantor's Land, but not within the Premises, said other land and trail expressly not subject to this Conservation Restriction, shall be the subject of a separate easement agreement to be recorded herewith.

V. EXTINGUISHMENT

A. Impossibility

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, and after review and approval by the Secretary of the Executive Office of Energy and Environmental Affairs.

B. Intentionally Deleted.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to the proportionate value of the interest held by each, determined in accordance with recognized land valuation methodologies at the time of the taking. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction in accordance with its terms. Without limiting the foregoing, the Grantor and their successors and assigns agree to execute any such instruments upon reasonable request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

Consistent with and not in derogation of the related sections of the introductory paragraphs of this Conservation Restriction, as a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any breach of this Conservation Restriction occurring prior to any transfer, and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s), and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NO MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant to the Grantee, and the Grantee agrees that it will not take title to, any part of the Premises without Grantee having first assigned this Conservation Restriction to a party that does not own the fee to the Premises to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this

Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex County South District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Middlesex County South District Registry of Deeds. The Grantee shall record this instrument in timely manner in the Middlesex County South District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, or by nationally recognized overnight carrier, addressed as follows:

To Grantor:

Shire Human Genetic Therapies, Inc.
300 Shire Way
Lexington, Massachusetts 02421
Attn: General Counsel

To Grantee:

Lexington Conservation Commission
1625 Massachusetts Avenue
Lexington, Massachusetts 02421
Attn: Conservation Administrator

and

Lexington Board of Selectmen
c/o Town Administrator
1625 Massachusetts Avenue

Lexington, Massachusetts

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Attachments & Signature Pages. Attached hereto and incorporated herein are the following:

- (i) Vote/Resolution of Grantor, authorizing the grant of this restriction.

(ii) Signature pages of Grantor, Grantee, Board of Selectmen and Secretary of Energy and Environmental Affairs

WITNESS my hand and seal this _____ day of _____, 2015.

GRANTOR:

Shire Human Genetic Therapies, Inc.

By _____
Its _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally appeared _____, the _____ of Shire Human Genetic Therapies, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said corporation.

Notary Public
My commission expires: _____

ACCEPTANCE OF GRANT

At a public meeting held on _____, 2015, the Lexington Conservation Commission voted to accept the above Conservation Restriction from Shire Human Genetic Therapies, Inc.

By: _____
Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally appeared _____, the _____ of the Lexington Conservation Commission, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said Commission.

Notary Public
My commission expires: _____

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Lexington, hereby certify that at a public meeting duly held on _____, 2015, the Board of Selectmen voted to approve the foregoing Conservation Restriction from Shire Human Genetic Therapies, Inc. to the Lexington Conservation Commission pursuant to Section 8C of Chapter 40 and Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF LEXINGTON BOARD OF
SELECTMEN

Joseph N. Pato, Chairman

Peter C.J. Kelley

Norman P. Cohen

Michelle L. Ciccolo

Suzanne E. Barry

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally appeared _____, Members of the Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said Board.

Notary Public
My commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Shire Human Genetic Therapies, Inc. to the Town of Lexington has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 201__ _____

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 201__, before me, the undersigned notary public, personally appeared _____, the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said agency.

Notary Public
My commission expires: _____

Exhibit A

Grantor's Land

For Grantor Shire Inc.'s title, see Middlesex County South District Registry of Deeds Book 54920, Page 208; and Middlesex County South District Registry of Deeds Book 51406, Page 560; Land Court Division of said Registry Certificate of Title No. 233892 and Notice of Voluntary Withdrawal from Registered filed with said Land Court Division as Document No. 1460201, and recorded with said Registry at Book 50427, Page 1 (the "Grantor's Land"), land now shown, bound and described as Lots 1, 1A, 2, 3, 4 and 5 on that certain plan recorded with the Middlesex County South District Registry of Deeds as Plan 194 of 2008 comprising two (2) sheets (the "Shire Land Plan"), Conservation Restriction Area "A" Conservation Restriction Area "B," and Conservation Area "C" being portions of the Grantor's Land described and shown as follows:

Conservation Restriction Area "A" - A 34.145 acre portion of Lot 5 on the Shire Land Plan, and which portion is shown on the plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan, Lexington Technology Park, Shire Way, Lexington, Massachusetts", dated February 26, 2015, prepared by BSC Group, recorded prior hereto (the "CR Plan"), and a reduced copy of which is attached as Exhibit B hereto.

Conservation Restriction Area "B" - The entirety of Lot 1A on the Shire Land Plan, which is shown as Conservation Restriction Area "B" on the CR Plan.

Conservation Restriction Area "C" - A 1.446 acre portion of Lot 4 on the Shire Land Plan, which portion is shown as Conservation Restriction Area "C" on the CR Plan.

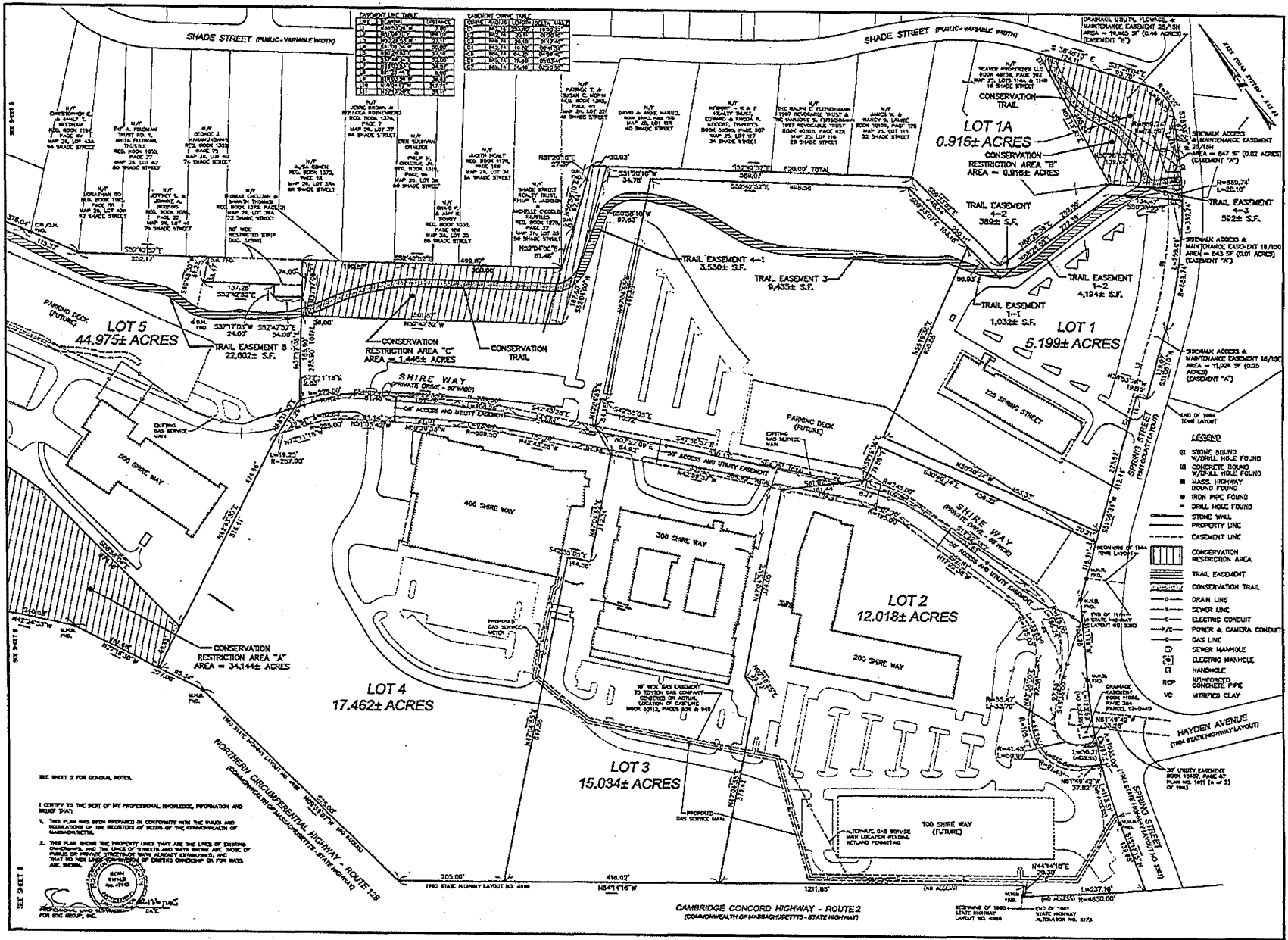
Grantor's Land subject to all instruments duly recorded.

Exhibit B

Sketch Plan

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Exhibit B - (of 2)



FOR REISTRY USE ONLY

CONSERVATION RESTRICTION, TRAIL EASEMENT, DRAINAGE EASEMENT AND SIDEWALK EASEMENT PLAN

LEXINGTON PARK
TECHNOLOGY PARK

SHIRE WAY
BY
LEXINGTON MASSACHUSETTS
(MIDDLESEX COUNTY)

FEBRUARY 26, 2015

PREPARED FOR
SHIRE HUMAN GENETIC
THERAPIES, INC.
300 SHIRE WAY
LEXINGTON, MA 02421

BSC GROUP
15 Elkins Street
Boston, Massachusetts
02127
617 896 4300

SCALE 1" = 80'
0 20 40 80 160 feet

PROJ. MGR: K. THOMPSON
FIELD: L. VORSTY
CALC./DESIGN: K. THOMPSON
DRAWN: K. THOMPSON
CHECKED: S. ENGLISH
FILED BY: S. ENGLISH / P. M. CHAMBERLAIN
DWC. NO. 45843.03 FILED: 3/1/15
JOB. NO. 45843.03 45843.03 1 OF 2

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

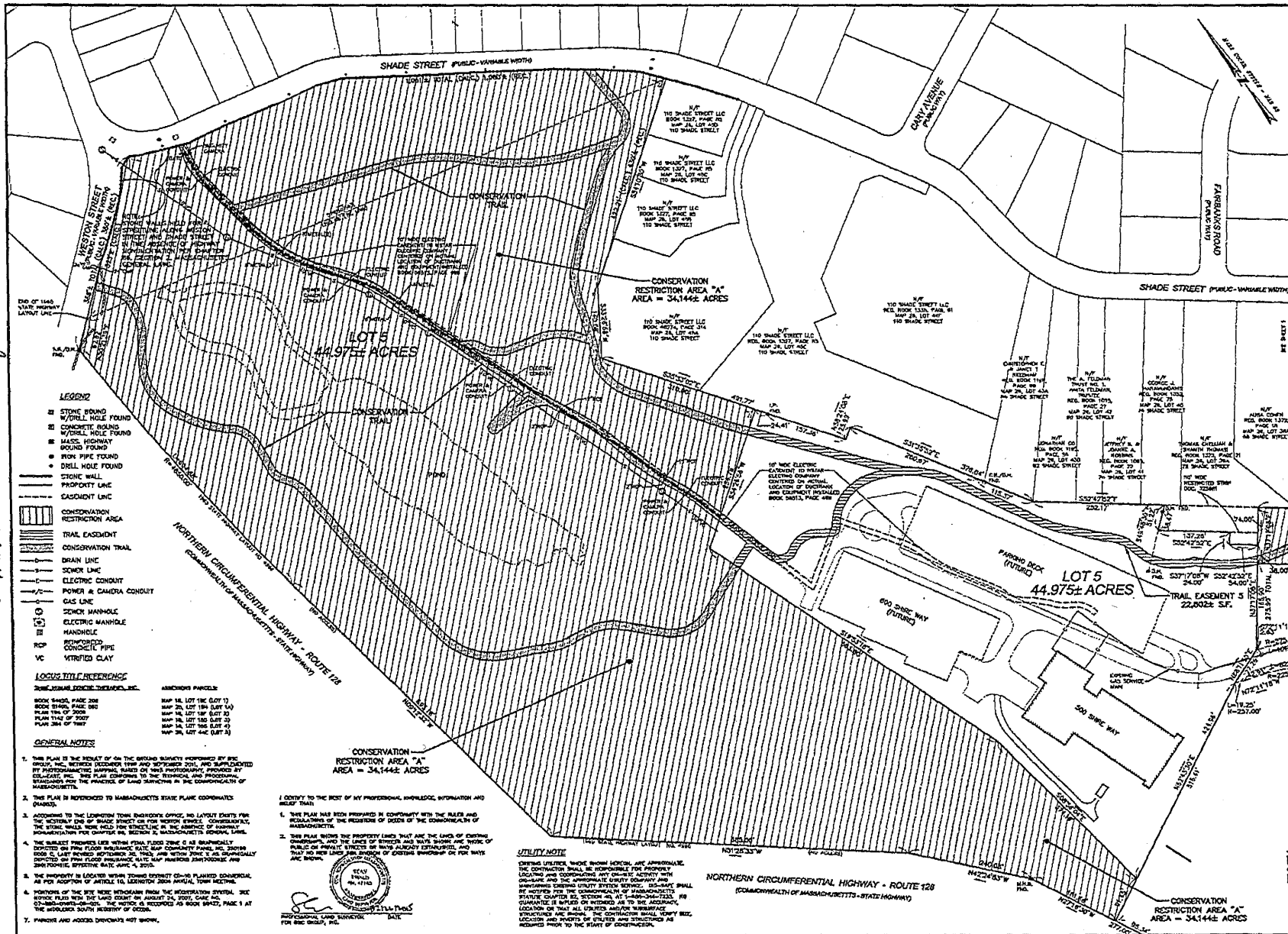
- THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF PROFESSIONAL ENGINEERS OF THE COMMONWEALTH OF MASSACHUSETTS.
- THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE BASIS OF THE DESIGN OF THE PROJECT, AND THE LOCATION OF ALL UTILITIES AND EASEMENTS THAT ARE KNOWN TO THE ENGINEER AND HAVE BEEN ALREADY ESTABLISHED, AND THAT NO OTHER UTILITIES OR EASEMENTS ARE KNOWN TO THE ENGINEER.

SEAL OF PROFESSIONAL ENGINEER
K. THOMPSON
No. 10114
Exp. 12/31/15

CAMBRIDGE CONCORD HIGHWAY - ROUTE 2
(COMMONWEALTH OF MASSACHUSETTS - STATE HIGHWAY)

REVISIONS OF 1980
STATE HIGHWAY
LAYOUT NO. 4986
END OF 1984
(NO ACCESS) 16-4830.00'
ALTERNATE NO. 8175

Exhibit B - 2 of 2



FOR REGISTRY USE ONLY

CONSERVATION RESTRICTION, TRAIL EASEMENT, DRAINAGE EASEMENT AND SIDEWALK EASEMENT PLAN

LEXINGTON TECHNOLOGY PARK

SHIRE WAY
 IN
 LEXINGTON MASSACHUSETTS
 (MIDDLESEX COUNTY)

FEBRUARY 26, 2015

PREPARED FOR
 SHIRE HUMAN GENETIC THERAPIES, INC.
 300 SHIRE WAY
 LEXINGTON, MA 02421

BSC GROUP
 15 Elden Street
 Boston, Massachusetts
 02127
 617 896 4300

© 2015 BSC Group, Inc.
 SCALE: 1" = 60'
 0 30 60 90 120 150

PROJ. MGR.: K. THOMPSON
 FIELD L. VESELY
 CALC./DESIGN: K. THOMPSON
 DRAWING: K. THOMPSON
 CHECKED: TWIGG
 FILED: M/15/2015 09:00 AM 15/03/2015
 DWG. NO. 4848303EAST FILED: SHEET
 JOB. NO. 48483.03 4848303 2 OF 2

Exhibit C

Legal Description of Premises

Conservation Restriction Area "A"

The property subject to this conservation restriction is shown as Conservation Restriction Area "A" located on a portion of Lot 5, on a plan of land entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan, Lexington Technology Park, Shire Way in Lexington Massachusetts (Middlesex County)," dated February 26, 2015 prepared by BSC Group, Inc., (the "Plan"), a sketch plan version of which is attached hereto as Exhibit A, containing approximately 34.144 acres, more or less, and being further described as follows:

Beginning at a point as shown on the Plan on the southwesterly line of Shade Street at the northwesterly corner of land now or formerly of 110 Shade Street LLC, said point being the northeasterly corner of the herein described parcel; thence

S54°10'30"W a distance of four hundred twenty-two and twenty-one hundredths (422.21) feet to a point; thence

S33°26'58"W a distance of one hundred forty and eight hundredths (140.08) feet to a point; thence

S35°33'02"E a distance of three hundred ten and no hundredths (310.00) feet to a point, the last three (3) courses being along said land now or formerly of 110 Shade Street LLC; thence

S54°26'58"W a distance of two hundred eighty-four and seventy-eight hundredths (284.78) feet to a point; thence

S19°53'18"E a distance of six hundred sixty-three and eighty hundredths (663.80) feet to a point; thence

S08°56'04"E a distance of three hundred seventy-four and eighteen hundredths (374.18) feet to a point; thence

S62°43'30"W a distance of ninety-one and forty-five hundredths (91.45) feet to a point on the easterly line of the Northern Circumferential Highway – Route 128, the last four (4) courses being over and across land now or formerly of Shire Human Genetic Therapies, Inc.; thence

N27°16'30"W a distance of one hundred eighty-one and sixty-six hundredths (181.66) feet to a point; thence

N42°24'53"W a distance of two hundred forty and three hundredths (240.03) feet to a point; thence

N51°28'33"W a distance of six hundred eighty-five and no hundredths (685.00) feet to a point;
thence

N09°12'32"W a distance of six hundred ninety-three and eighteen hundredths (693.18) feet to a
point; thence

NORTHERLY along a curve to the right having a radius of four thousand eight hundred fifty and
no hundredths (4,850.00) feet an arc distance of six hundred four and eighty-
eight hundredths (604.88) feet to a stone bound with drill hole on the southerly
line of Weston Street, the last five (5) courses being by said easterly line of
Northern Circumferential Highway – Route 128; thence

N50°21'39"E along the said southerly line of Weston Street a distance of sixty-two and
eighty-two hundredths (62.82) feet to a point; thence

EASTERLY by said southerly line of Weston Street a distance of three hundred eighty-eight
(325+/-) feet, more or less, to the intersection with said southwesterly line of
Shade Street; thence

SOUTHEASTERLY by said southwesterly line of Shade Street a distance of one thousand sixty-one
(1,061+/-) feet, more or less, to the point of beginning.

Conservation Restriction Area "B"

The property subject to this conservation restriction is shown as Conservation Restriction Area "B" consisting of all of Lot 1A, on a plan of land entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan, Lexington Technology Park, Shire Way in Lexington Massachusetts (Middlesex County)," dated February 26, 2015 prepared by BSC Group, Inc., (the "Plan"), a sketch plan version of which is attached hereto as Exhibit A, containing approximately 0.916 acres, more or less, and being further described as follows:

Beginning at a point on the northwesterly line of Spring Street at the northeasterly corner of Lot 4 shown on the Plan, said point being the southeasterly corner of the herein described parcel; thence

- N50°26'53"W a distance of one hundred thirty-nine and ninety-four hundredths (139.94) feet to a point at land now or formerly of Seaver Properties LLC; thence
- N07°13'20"E along said land now or formerly of Seaver Properties LLC a distance of two hundred eighty-five and eighty-four hundredths (285.84) feet to a point on the southerly line of Shade Street; thence
- S38°47'54"E by said southerly line of Shade Street a distance of one hundred twenty-four and eleven hundredths (124.11) feet to a point; thence
- S37°28'04"E by said southerly line of Shade Street a distance of ninety-three and seventy hundredths (93.70) feet to a point; thence
- SOUTHERLY by the intersection of said southerly line of Shade Street with said northwesterly line of Spring Street along a curve to the right having a radius of seventy-three and twenty-two hundredths (73.22) feet an arc distance of eighty-three and seventy-five hundredths (83.75) feet to a point; thence
- S28°03'56"W by said northwesterly line of Spring Street a distance of sixty-two and thirty hundredths (62.30) feet to a point; thence
- SOUTHWESTERLY by said northwesterly line of Spring Street along a curve to the right having a radius of eight hundred eighty-nine and seventy-four hundredths (889.74) feet an arc distance of seventy-eight and fifty-nine (78.59) feet to the point of beginning.

Conservation Restriction Area "C"

The property subject to this conservation restriction is shown as Conservation Restriction Area "C" located on a portion of Lot 4, on a plan of land entitled "Conservation Restriction, Trail Easement, Drainage Easement, and Sidewalk Easement Plan, Lexington Technology Park, Shire Way in Lexington Massachusetts (Middlesex County)," dated February 26, 2015 prepared by BSC Group, Inc., (the "Plan"), a sketch plan version of which is attached hereto as Exhibit A, containing approximately 1.446 acres, more or less, and being further described as follows:

Beginning at a point at the northwesterly corner of Lot 4 shown on the Plan, said point being the northwesterly corner of the herein described parcel; thence

S52°42'52"E along land now or formerly of Thomas Chelliah and Shanth Thomasi and others a distance of four hundred ninety-nine and eighty-seven hundredths (499.87) feet to a point at land now or formerly of Patrick T. Morin and Susan C. Morin; thence

N52°04'00"E a distance of eighty-one and forty-six hundredths (81.46) feet to a drill hole in stone wall; thence

N50°58'10"E a distance of ninety-seven and forty-four hundredths (97.44) feet to a drill hole in stone wall; thence

N51°20'10"E a distance of twenty-seven and thirty-seven hundredths (27.37) feet to a point at land now or formerly of David Manuel and Anne Manuel, the last three (3) courses being along said land now or formerly of Patrick T. Morin and Susan C. Morin; thence

S52°42'52"E along said land now or formerly of David Manuel and Anne Manuel a distance of thirty and ninety-three hundredths (30.93) feet to a point; thence

S51°20'10"W a distance of thirty-four and seventy-eight hundredths (34.78) feet to a point; thence

S50°58'10"W a distance of ninety-seven and sixty-three hundredths (97.63) feet to a point; thence

S52°04'00"W a distance of one hundred eighty-seven and sixty hundredths (187.60) feet to a point; thence

N52°42'52"W a distance of five hundred one and eighty-seven hundredths (501.87) feet to a point; thence

N37°17'08"E a distance of thirty-six and no hundredths (36.00) feet to a point at said land now or formerly of Thomas Chelliah and Shanth Thomasi, the last five (5) courses being over and across land now or formerly of Shire Human Genetic Therapies, Inc.; thence continuing

N37°17'08"E

along said land now or formerly of Thomas Chelliah and Shanth Thomasi a distance of seventy-four and no hundredths (74.00) feet to the point of beginning.

Property Address: Spring St. and Shade St., Lexington, MA Massachusetts

DRAINAGE EASEMENT

SHIRE HUMAN GENETIC THERAPIES, INC., a Delaware corporation with an address of 300 Shire Way, Lexington, Massachusetts 02421, and its successors and assigns ("Grantor"), for consideration paid, and in consideration of less than \$100.00, hereby grants to the TOWN OF LEXINGTON, MASSACHUSETTS, a municipal corporation with an address of Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 ("Grantee"), with Quitclaim Covenants, the perpetual, non-exclusive right and easement in gross over, under and upon:

The certain strip of land in Lexington, Middlesex County, Massachusetts, shown as "Drainage, Utility, Flowage & Maintenance Easement 25/15H Area=19,963 SF (0.46 acres) (Easement "B")" on a plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan" prepared by BSC Group., which plan is recorded with the Middlesex South District Registry of Deeds ("Deeds") as Plan No. _____ of 2015 (the "Easement Premises"), and further described on Exhibit A attached hereto and made a part hereof.

The Easement Premises are located on Lot 1A on a plan entitled "Approval Not Required Plan – Spring Street in Lexington, Massachusetts," dated March 5, 2008, prepared by BSC Group, and recorded in the Middlesex County South Registry of Deeds as Plan 194 of 2008 (the "Property"), which is a portion of property of Grantor commonly known as Lexington Technology Park, Lexington, Massachusetts.

Included in this grant is the perpetual right and easement in gross over, under and upon the Easement Premises for the location, placement, installation, operation, maintenance, repair, removal and replacement of drainage facilities and appurtenances substantially as shown on

Exhibit B attached hereto and made a part hereof, including but not limited to underground and above-ground pipes, conduits and manholes, for the purpose of surface and subsurface drainage, together with the permanent right of entry upon and passage over the Property and said Easement Area with any and all material and equipment necessary from time to time for all purposes stated herein and uses incidental thereto.

In exercising its rights hereunder, Grantee shall use reasonable efforts to minimize any interference with Grantor's use of the Property. Grantee hereby agrees to properly maintain and keep in good order any drainage facilities installed in the Easement Area. Whenever any surface is disturbed by the Grantee by authority of this instrument, the surface shall be restored to substantially its condition prior to such disturbance to the extent practicable and to the extent that the surface is not impacted by a drainage facility permitted hereunder.

Grantor agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Premises that will interfere with Grantee's perpetual easement without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.

All rights and privileges granted herein, including all benefits and burdens, shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and legal representatives.

Grantor warrants and represents that, to the actual knowledge of the signatory hereto, there are no mortgages or encumbrances of record or otherwise on the Property that will negatively impact this Easement and the rights and easements established hereby.

For Grantors' title to the Property, see documents recorded with said Deeds in Book 54920, Page 208 and Book 51406, Page 560. See Notice of Voluntary Withdrawal from Registration filed with the Middlesex South Registry District of the Land Court as Document No. 233892 and with said Deeds in Book 50427, Page 1.

[Signatures to follow on next page.]

Witness our hands and seals this day of , 2015.

SHIRE HUMAN GENETIC THERAPIES, INC.

By: _____
Name: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2015

Then personally appeared before me, the undersigned notary public, _____ of Shire Human Genetic Therapies, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ as aforesaid.

Notary Public
My Commission Expires:

ACCEPTANCE

We, being a majority of the undersigned members of the Board of Selectmen of the Town of Lexington, Massachusetts, hereby approve and do hereby accept this Easement.

TOWN OF LEXINGTON
BOARD OF SELECTMEN

Joseph N. Pato, Chairman

Peter C. J. Kelley

Norman P. Cohen

Suzanne E. Barry

Michelle Ciccolo

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, Members of the Selectmen for the Town of Lexington, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Lexington, a municipal corporation.

Notary Public
My commission expires

EXHIBIT A
Legal Description

An easement over a parcel of land situated in the Town of Lexington, Middlesex County, Commonwealth of Massachusetts, shown as Lot 1A on a plan entitled "Approval Not Required Plan – Spring Street in Lexington, Massachusetts," dated March 5, 2008, prepared by BSC Group, and recorded in the Middlesex County South Registry of Deeds as Plan 194 of 2008, and being more particularly described as follows:

BEGINNING at a point on the northerly sideline of Spring Street as defined by the 1941 County Layout;

THENCE N 18°04'12"W, Three hundred seventeen and seventy-two hundredths (317.72) feet to a point on the lot line between Lot 1A and land n/f of Seaver Properties LLC (Map 25, Parcels 114A and 114B);

THENCE N 7°13'20"E, Thirty-five and eleven hundredths (35.11) feet to a point on the westerly sideline of Shade Street, said point being a lot corner between Lot 1A and said Seaver Properties LLC land;

THENCE S 38°47'54"E, One hundred twenty-four and eleven hundredths (124.11) feet to a point on the westerly sideline of Shade Street;

THENCE S 37°28'04"E, Ninety-three and seventy hundredths (93.70) feet to a point of tangency at the intersection of the westerly sideline of Shade Street and the northerly sideline of Spring Street as defined by the 1941 County Layout;

THENCE Running along a curve having a radius of seventy-three and twenty-two hundredths (73.22) feet in a clockwise direction, a distance of eighty-three and seventy-five hundredths (83.75) feet to a point of tangency on the northerly sideline of Spring Street as defined by the 1941 County Layout;

THENCE S 28°03'56"W, Sixty-two and thirty hundredths (62.30) feet to a point of tangency on the northerly sideline of Spring Street as defined by the 1941 County Layout;

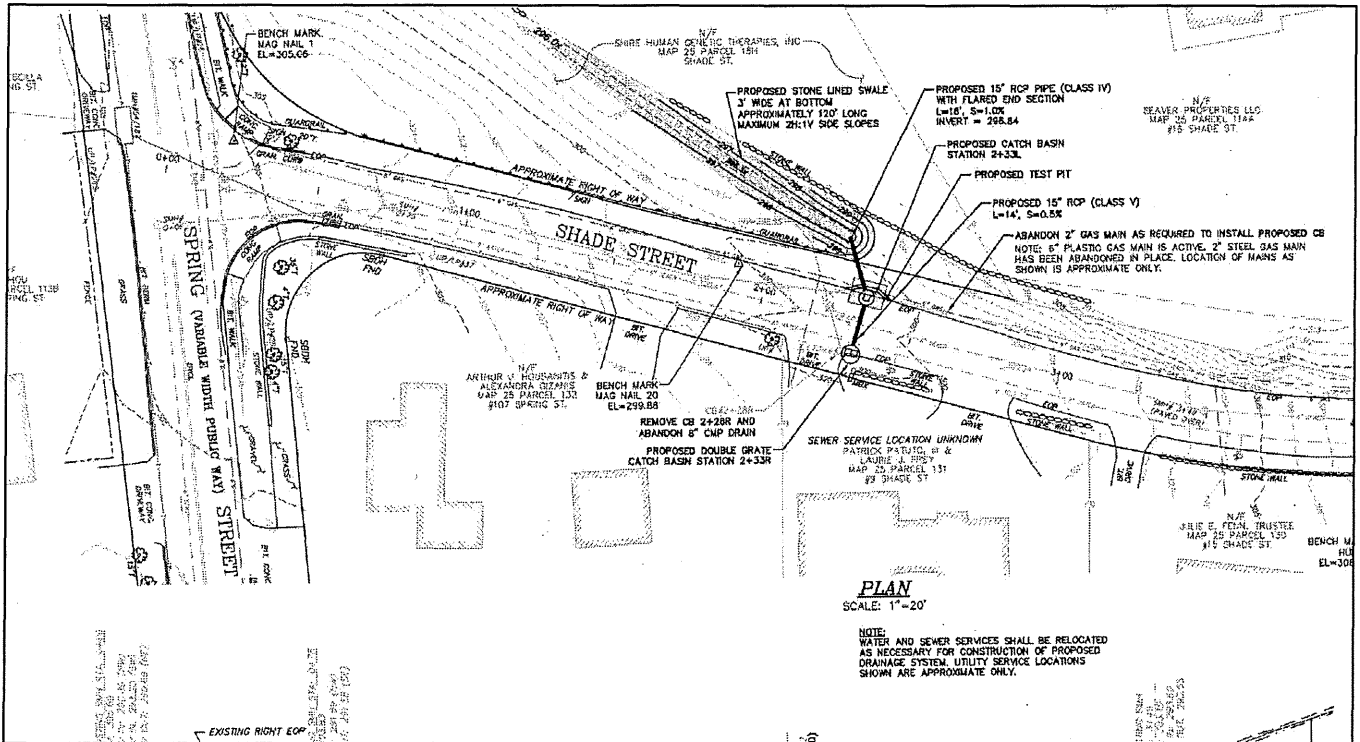
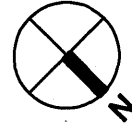
THENCE Running along a curve having a radius of eight hundred eighty-nine and seventy-four hundredths (889.74) feet in a clockwise direction, a distance of thirty-six and forty-eight hundredths (36.48) feet to the point of beginning.

Said easement is shown as Drainage Utility, Flowage & Maintenance Easement 25/15H on a plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan, Lexington Technology Park, Shire Way in Lexington, Massachusetts"; Scale 1"=80', dated February 26, 2015; prepared by BSC Group, Inc., Boston, MA., recorded in the Middlesex County South Registry of Deeds as Plan _____ of 2015 (the Easement Plan"), and contains nineteen thousand nine hundred sixty-five (19,965) square feet of land, more or less.

This instrument does not create any new boundaries.

EXHIBIT B
Drainage Facilities

[See Attached]



NOTE:
 DRAINAGE IMPROVEMENTS SHOWN ON THIS PLAN WERE PROVIDED BY THE TOWN OF LEXINGTON ENGINEERING DEPARTMENT ON JANUARY 23, 2012.

Exhibit B

Drainage Improvements at Spring Street and Shade Streets

DATE: 01/06/15
 ISSUE:
 SCALE: 1"=60'
 REF:
 DR BY: SEB
 CK BY: JCH

Shire
 125 Spring Street
 Lexington, MA
 JOB NO.: 10016.11

SMMA

SYMMES MAINI & McKEE ASSOCIATES
 1000 Massachusetts Avenue
 Cambridge, Massachusetts 02138
 P:617.547.5400 F:617.648.4920

Property Address: Spring and Shade Streets, Lexington, Massachusetts

SIDEWALK EASEMENT

SHIRE HUMAN GENETIC THERAPIES, INC., a Delaware corporation with an address of 300 Shire Way, Lexington, Massachusetts 02421, and its successors and assigns ("Grantor"), for consideration paid, and in consideration of less than \$100.00, hereby grants to the TOWN OF LEXINGTON, MASSACHUSETTS, a municipal corporation with an address of Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 ("Grantee"), with Quitclaim Covenants, the perpetual, non-exclusive right and easement in gross over, under and upon:

Those certain strips of land in Lexington, Middlesex County, Massachusetts, shown as (i) "Sidewalk Access & Maintenance Easement 25/15H Area = 847 SF (0.02 acres) (Easement "A")", (ii) Sidewalk Access & Maintenance Easement 18/15E Area = 11,026 SF (0.25 acres) (Easement "A")", and (iii) Sidewalk Access & Maintenance Easement 18/15G Area = 543 SF (0.01 acres) (Easement "A")", on a plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan" prepared by BSC Group, which plan is recorded herewith with the Middlesex South District Registry of Deeds ("Deeds") as Plan No ____ of 2015 (collectively, the "Easement Premises"), and further described on Exhibit A attached hereto and made a part hereof. The Easement Premises are located on property of Grantor commonly known as Lexington Technology Park, Lexington, Massachusetts (the "Property").

Included in this grant is the perpetual, non-exclusive right and easement in gross for Grantee to use the Easement Premises in common with Grantor and others from time to time entitled to use same for all purposes for which sidewalks are now or hereafter may be used in the Town of Lexington, Massachusetts, including without limitation inspecting, constructing,

repairing, removing, replacing, clearing, operating, maintaining and using a public sidewalk, together with the perpetual right and easement to enter upon said Easement Premises with any and all material and equipment necessary from time to time for all purposes stated herein and uses incidental thereto. Grantee shall have the right hereunder to permit members of the public to use the Easement Premises.

Grantor agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Premises that will interfere with Grantee's perpetual easement without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.

All rights and privileges granted herein, including all benefits and burdens, shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, assigns, and legal representatives.

Grantor warrants and represents that, to the actual knowledge of the signatory hereto, there are no mortgages or encumbrances of record or otherwise on the Property that will negatively impact the right of Grantor to grant this Easement, the Easement itself and the rights and easements established hereby.

For Grantor's title to the Property, see documents recorded with said Deeds in Book 54920, Page 208 and Book 51406, Page 560. See Notice of Voluntary Withdrawal from Registration filed with the Middlesex South Registry District of the Land Court as Document No. 233892 and with said Deeds in Book 50427, Page 1.

[Signatures to follow on next page.]

Witness our hands and seals this day of , 2015.

SHIRE HUMAN GENETIC THERAPIES, INC.

By: _____
Name: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. , 2015

Then personally appeared before me, the undersigned notary public, _____ of Shire Human Genetic Therapies, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ as aforesaid.

Notary Public
My Commission Expires:

ACCEPTANCE

We, being a majority of the undersigned members of the Board of Selectmen of the Town of Lexington, Massachusetts, hereby approve and do hereby accept this Easement.

TOWN OF LEXINGTON
BOARD OF SELECTMEN

Joseph N. Pato, Chairman

Peter C. J. Kelley

Norman P. Cohen

Suzanne E. Barry

Michelle Ciccolo

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this __ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, Members of the Selectmen for the Town of Lexington, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Lexington, a municipal corporation.

Notary Public
My commission expires

EXHIBIT A

Legal Description

Easement "A"

An easement over land situated in the Town of Lexington, Middlesex County, Commonwealth of Massachusetts, located on portions of Lot 1, Lot 4 and Lot 1A as shown on a plan entitled "Approval Not Required Plan – Spring Street in Lexington, Massachusetts," dated March 5, 2008, prepared by BSC Group, and recorded in the Middlesex County South Registry of Deeds as Plan 194 of 2008, and being more particularly described as follows:

Easement over Lot 1

BEGINNING at a point on the northerly sideline of Spring Street as defined by the 1941 County Layout and the 1964 Town Layout;

- THENCE N 38°53'26"W, Seven and zero hundredths (7.00) feet to a point;
- THENCE N 51°06'10"E, One hundred eighty-nine and seven hundredths (189.07) feet to a point;
- THENCE Running along a curve having a radius of eight hundred sixty-two and seventy-four hundredths (862.74) feet in a counter-clockwise direction, a distance of two hundred fifty-three and sixty hundredths (253.60) feet to a point on the lot line between Parcel 18/15E and Parcel 18/15G;
- THENCE S 50°26'53"E, Twenty-seven and eleven hundredths (27.11) feet to a point on the northerly sideline of Spring Street (1941 County Layout);
- THENCE Running along a curve having a radius of eight hundred eighty-nine and seventy-four hundredths (889.74) feet in a clockwise direction, a distance of two hundred fifty-nine and four hundredths (259.04) feet to a point on the northerly sideline of Spring Street (1941 County Layout);
- THENCE S 51°06'10"W, One hundred thirty-nine and seven hundredths (139.07) feet to a point on the northerly sideline of Spring Street (1964 Town Layout);
- THENCE N 38°53'26"W, Nineteen and ninety-nine hundredths (19.99) feet to a point on the northerly sideline of Spring Street (1964 Town Layout);
- THENCE S 51°06'34"W, Fifty and zero hundredths (50.00) feet to the point of beginning.

Said easement is shown as Sidewalk Access and Maintenance Easement 18/15E on a plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan, Lexington Technology Park, Shire

Way in Lexington, Massachusetts"; Scale 1"=80', dated February 26, 2015; prepared by BSC Group, Inc., Boston, MA., recorded in the Middlesex County South Registry of Deeds as Plan _____ of 2015 (the "Easement Plan"), and contains eleven thousand, twenty-six (11,026) square feet of land, more or less.

Easement over Lot 4

BEGINNING at a point on the northerly sideline of Spring Street as defined by the 1941 County Layout, said point being a lot corner between Parcel 18/15E and Parcel 18/15G;

THENCE N50°26'53"W, twenty-seven and eleven hundredths (27.11) feet to a point on the lot line between Parcel 18/15G and Parcel 18/15E;

THENCE Running along a non-tangent curve having a radius of eight hundred sixty-two and seventy-four hundredths (862.74) feet in a counter-clockwise direction, a distance of twenty and eleven hundredths (20.11) feet to a point on the lot line between Parcel 18/15G and Parcel 25/15H;

THENCE S50°26'53"E, Twenty-seven and eighteen hundredths (27.18) feet to a point on the northerly sideline of Spring Street as defined by the 1941 County Layout, said point being a lot corner between Parcel 18/15G and Parcel 25/15H;

THENCE Running along a non-tangent curve having radius of eight hundred eighty-nine and seventy-four hundredths (889.74) feet in a clockwise direction, a distance of twenty and ten hundredths (20.10) feet to the point of beginning.

Said easement is shown as Sidewalk Access and Maintenance Easement A 18/15G on the Easement Plan and contains five hundred forty-three (543) square feet of land, more or less.

Easement over Lot 1A

BEGINNING at a point on the northerly sideline of Spring Street as defined by the 1941 County Layout, said point being a lot corner between Parcel 25/15H and Parcel 18/15G;

THENCE N 50°26'53"W, Twenty-seven and eighteen hundredths (27.18) feet to a point on the lot line between Parcel 25/15H and Parcel 18/15G;

THENCE Running along a non-tangent curve having radius of eight hundred sixty-two and seventy-four hundredths (862.74) feet in a counter-

clockwise direction, a distance of ten and fifty-one hundredths (10.51) feet to a point;

THENCE S 57°46'24"E, Twenty-two and zero hundredths (22.00) feet to a point;

THENCE Running along a non-tangent curve having a radius of eight hundred eighty-four and seventy-four hundredths (884.74) feet in a counter-clockwise direction, a distance of sixty-four and twenty-five hundredths (64.25) feet to a point of tangency;

THENCE N28°03'56"E, Thirty-eight and eighty-seven hundredths (38.87) feet to a point;

THENCE S 61°23'46"E, Five and zero hundredths (5.00) feet to a point on the northerly sideline of Spring Street as defined by the 1941 County Layout;

THENCE S 28°03'56"W, Thirty-eight and eighty-two hundredths (38.82) feet to a point on the northerly sideline of Spring Street as defined by the 1941 County Layout;

THENCE Running along a curve having a radius of eight hundred eighty-nine and seventy-four hundredths (889.74) feet in a clockwise direction, a distance of seventy-eight and fifty-nine hundredths (78.59) feet to the point of beginning.

Said easement is shown as Sidewalk Access and Maintenance Easement 25/15H on the Easement Plan and contains eight hundred, forty-seven (847) square feet of land, more or less.

This instrument does not create any new boundaries.

RECORD AND RETURN TO:

~ Recording Information Area ~

TRAIL EASEMENT

This Easement is executed this _____ day of _____, 2015 by and between Shire Human Genetic Therapies, Inc. ("Shire Inc."), a Delaware corporation with an address of 300 Shire Way, Lexington, Massachusetts 02421, and its successors and assigns ("Grantor"), and the Town of Lexington ("Grantee"), a municipal corporation with an address of Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of the Grantor's Land known and numbered as 125 Spring Street and 200, 300, 400 and 500 Shire Way, Lexington, Middlesex County, Massachusetts as set forth in those certain record instruments to wit, Middlesex County South District Registry of Deeds ("Registry") Book 54920, Page 208; and Registry Book 51406, Page 560; Land Court Division of said Registry Certificate of Title No. 233892 and Notice of Voluntary Withdrawal from Registered filed with said Land Court Division as Document No. 1460201, and recorded with said Registry at Book 50427, Page 1 ("Grantor's Land").

WHEREAS, the Grantor and the Grantee are parties to that certain Conservation Restriction affecting the Grantor's Land recorded at Registry Book _____, Page _____ ("Conservation Restriction").

WHEREAS, solely to provide access to the extent specifically provided herein, the Grantor has agreed to grant, and Grantee has agreed to accept, a trail easement over a portion of the Grantor's Land expressly exempt from the terms and conditions of the Conservation Restriction, said trail easement as depicted as "Trail Easement" on the plan entitled "Conservation Restriction, Trail Easement, Drainage Easement and Sidewalk Easement Plan," prepared by Symmes, Maini & McKee Associates, Inc., dated February 26, 2015 ("Plan") recorded at Registry as Plan _____ of 2015, a sketch plan version of which is affixed here as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the terms and conditions hereof, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee the perpetual right and easement (subject to the termination provisions of Section 9 below) to use that portion of land owned by Grantor lying within the area on the Plan labeled "Trail Easement" ("Easement Area"), for public pedestrian passive recreation and access purposes (excluding motorized vehicles, except of those of governmental public safety agencies, those related to lawfully required handicap accessibility and those which are hereby expressly permitted under this Easement for the construction, repair, maintenance, alteration, improvement, replacement, removal and restoration of the Easement Area), including without limitation constructing, installing, altering, maintaining, improving, replacing, removing and using the trail within the Easement Area (at Grantee's expense) for the purposes stated herein. Other than such express and delineated access, the general public shall have no right of access to the Grantor's Land or to the Easement Area under this Easement. Notwithstanding the foregoing, the Grantor hereby reserves the right to restrict such public access at any time for security or public health and safety emergencies, for the shortest time practicable pending the resolution of such emergency. Grantee agrees and acknowledges that Grantee, the public, and anyone claiming by, through or under Grantee, shall not have access to or from the Easement Area, for any purpose, from Grantor's other land, including without limitation, from Grantor's parking lots, except from trails within areas subject to the Conservation Restriction (such trails are within areas shown on the Plan as "Conservation Trail") that connect to the Easement Area.

2. It is the intention of the parties that access to the Easement Area shall be free of charge and that to the fullest extent permitted by law, this Easement constitutes an "interest in land" under Massachusetts General Laws c. 21, § 17C, and that the parties hereto shall be afforded all of the rights, protections, privileges and benefits granted thereunder, and as such, Grantor will not be liable for personal injuries or property damage sustained by members of the public or any other person on the Grantor's Land and the Easement Area.

3. All right, title and interest in any portion of the Grantor's Land not specifically granted to Grantee hereunder is excepted from such grant and expressly reserved and retained by Grantor. These excepted, retained and reserved rights include, without limitation, provided that public pedestrian access is not materially impeded: (i) all rights to maintain, use and operate the Grantor's Land in any manner permitted by law, as the same may be amended from time to time ("Site Operations"); (ii) all rights permitted by law (as the same may be amended from time to time) to develop, construct, maintain, use and operate additions to, exterior alterations of, or replacements of existing buildings or other structures, and/or new buildings or other structures, facilities, utility facilities, lots, roads, sidewalks, driveways, bike/pedestrian paths, wetland replication areas, landscaping and grading, fences, walls, storm water facilities, snow storage or other activities and improvements on, in, under, and in air rights over, the Grantor's Land ("Site Development"); (iii) all access and construction rights necessary or convenient for the operation, maintenance or development of the Grantor's Land by Grantor; (iv) all rights to develop, pave, alter, relocate, cross and travel along the Easement Area; and (v) any right, title or interest in the Easement Area that would, if held by the Grantee (or any party claiming by, through or under Grantee), cause any aspect of the Easement Area to be subject to Article 97 of the Constitution of the Commonwealth of Massachusetts ("Article 97").

4. Grantee shall maintain the Easement Area at its own expense if such area is used or improved by Grantee as provided herein, in a neat and tidy condition, free of all debris.

5. Grantee shall be solely responsible for obtaining all applicable permits and approvals, and if applicable, amendments to existing permits and approvals, and Grantor's consent to all such permits and approvals (and amendments thereof), which shall not be unreasonably withheld, conditioned or delayed, prior to the commencement of any activities within the Easement Area requiring such permits and approvals or amendments thereof, and all such activities shall comply with applicable laws, rules, regulations, permits and approvals and amendments thereof.

6. Subject to the terms and conditions of this Easement, Grantee shall have the right hereunder to permit members of the public to use the Easement Area for the purposes set forth herein. Access to and from the Easement Area shall be solely from Spring Street, Shade Street and Weston Street, at the points shown on the Plan, as such points may be relocated by the Grantor as provided herein. Alcoholic beverages are prohibited within the Easement Area. The Easement Area may not be used for public assemblies of any sort. Grantee shall provide adequate signage throughout the Easement Area, to prevent violations of the terms hereof or trespass from the Easement Area onto the land of the Grantor and for enforcement of the terms of the Easement. Grantor reserves from the grant of the Easement the right to have its security person enforce the terms of this Easement within the Easement Area (but Grantor shall be under no obligation to do so, and this reservation in no way relieves Grantee of its obligation to enforce the terms and conditions of this Easement).

7. Grantee shall maintain commercial general liability insurance insuring Grantee against all demands for personal injury or damage to Grantor's Land which may be claimed to have occurred upon the Easement Area or in connection with the exercise of the rights and easements granted under this Easement ("Claims"). Said insurance shall (i) be written on an occurrence basis to afford protection (a) in the amount of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate, combined single limit for personal and bodily injury and death and for Grantor's Land damage, or (b) in the amounts prescribed under any commercial general liability insurance policy, affording coverage categories comparable to subsection (a), the Town may obtain from time to time during the term of this Easement, whichever amounts of (a) or (b) are higher; shall (ii) name Grantor and its successors and assigns as an additional insured; shall (iii) contain a provision stating that such coverage shall not be cancelled without at least thirty (30) days prior written notice to Grantor (the "Policy Termination Notice"); shall (iv) provide that Claims arising from occurrences on the Easement Area and/or Grantor's Land shall be covered; and shall (v) provide that this Easement and the agreements made herein shall be an insured contract. Grantee shall provide to Grantor a certificate of insurance evidencing such coverage and terms prior to the recordation of this Easement and upon the issuance of any subsequent policy pursuant to this Section, and from time to time thereafter (but no more than once in any calendar year) upon Grantor's written request.

8. Intentionally omitted.

9. This Easement, and any individual right or obligation granted hereunder, acknowledged by the parties as a grant determinable as set forth in this Section 9, shall terminate (unless by the express terms of this Easement said rights or obligations are to survive termination) upon the sooner of:

(a) In the event (i) Grantor receives a Policy Termination Notice provided for in Section 7 above and (ii) Grantee has not renewed such insurance policy or obtained a new insurance policy on the same terms and conditions as set forth in Section 7 above, then Grantor shall have the right to terminate this Easement by providing written notice to Grantee at the expiration of such thirty (30) day period relative to the Policy Termination Notice. Any such notice by Grantor shall be addressed to Grantee at Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, Attn: Town Manager, and sent by certified mail, return receipt requested or by hand delivery. Upon receipt of such Grantor notice, Grantee shall have five (5) business days to obtain the required insurance coverage, in which event Grantor's termination notice shall be null and void. If Grantee fails to obtain such insurance coverage within such 5-business day period and provide within that time to Grantor a certificate of insurance evidencing such coverage, Grantor shall have the right to record an instrument in the Registry terminating this Easement, in which event this Easement shall no longer be of any force and effect; or

(b) Without the need for any further action by Grantor, upon the termination of the Conservation Restriction (although Grantor reserves the right to record an instrument in the Registry memorializing the termination of this Easement in accordance with this provision);

10. Upon the termination of this Easement, Grantee, at its own expense, shall remove any improvements it may have made to the Easement Area and shall repair, re-grade and restore the Easement Area to substantially the same condition that existed prior to the date of this Easement. If during the term of this Easement, Grantee, or any party acting through Grantee, enters the Grantor's Land, other than the Easement Area, without Grantor's express, written permission, Grantee, at its own expense, shall repair, re-grade and restore any affected area of the Grantor's Land to substantially the same condition that existed prior to such entry. This Section 10 shall not be construed as a waiver of any rights and remedies Grantor may possess respecting such unauthorized entries.

11. Grantee shall not suffer, create or permit to exist any lawful lien or encumbrance on or affecting the Grantor's Land arising under this Easement. If any such lien, including a mechanic's lien, or other monetary encumbrance is recorded or filed against the Grantor's Land, Grantee shall within thirty (30) days after actual notice thereof, cause such lien to be discharged of record or shall promptly bond over such lien. If Grantee fails to timely discharge (or bond over) any such lien, Grantor may do so at Grantee's expense.

12. Grantor shall have the right to relocate the Easement Area at Grantor's sole cost and expense, subject to the following terms and conditions:

(a) Grantor shall provide Grantee prior written notice of Grantor's intention to relocate an Easement Area, the site of the new Easement Area, and the probable commencement and completion dates of the relocation work.

(b) Grantor shall improve the new Easement Area in the same manner as the Easement Area may have been improved by the Grantee as of the date the Grantor notifies the Grantee pursuant to Section 12(a), all at Grantor's sole cost and expense.

(c) The new Easement Area shall provide substantially the same access to the Grantee as the original Easement Area. Without limitation, changes in the length or grade of, or view from, a trail shall not be a basis for finding that the access provided by a new Easement Area is not substantially the same.

(d) Relocation shall be performed without material interruption or diminishment of Grantee's easement rights hereunder; provided Grantee acknowledges that Grantor may provide an interim easement routing during the relocation process, which interim easement shall provide substantially the same access to the Grantee as the original Easement Area.

(e) Upon completion of all relocation work, Grantor and Grantee shall execute, acknowledge and record an amendment to this Easement to reflect the relocation of the Easement Area and the termination of this Easement to the original Easement Area.

(f) Grantee shall reasonably cooperate with Grantor respecting the relocation and the relocation process as contemplated in light of Grantor's relocation rights hereunder.

13. Miscellaneous

(a) Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Grantee to Grantor shall be sent by United States registered or certified mail, postage prepaid, or by commercial overnight delivery service or other personal service (with evidence of receipt), addressed to Grantor as follows:

Shire Human Genetic Therapies, Inc.
300 Shire Way
Lexington, Massachusetts 02421
Attn: General Counsel

or at such other place as Grantor may from time to time designate by written notice to Grantee.

All notices, demands and requests by Grantor to Grantee shall be sent by United States registered or certified mail, postage prepaid, or by commercial overnight delivery service or other personal service (with evidence of receipt), addressed to Grantee as follows:

Lexington Conservation Commission
1625 Massachusetts Avenue
Lexington, Massachusetts 02420
Attn: Conservation Administrator

and

Lexington Board of Selectmen
c/o Town Manager
1625 Massachusetts Avenue
Lexington, Massachusetts 02420

or at such other place as Grantee from time to time may designate by written notice to Grantor.

Notices, demands and requests which shall be served upon Grantor by Grantee, or upon Grantee by Grantor, by mail in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder on the second business day after mailing, notices served by overnight delivery service shall be deemed served or given on the first (1st) business day after delivery to such service, and notices delivered personally shall be deemed served or given when delivered.

(b) Section and other headings contained in this Easement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Easement or any provision hereof.

(c) This Easement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts shall be construed together and shall constitute one Easement.

(d) As used in this Easement, the singular shall include the plural and any gender shall include all genders as the context requires and the following words and phrases shall have the following meanings: (i) "including" shall mean "including without limitation"; and (ii) "provisions" shall mean "provisions, terms, Easements, covenants and/or conditions".

(e) Time is of the essence with respect to the performance by Grantor and Grantee of their respective obligations under this Easement.

(f) This Easement may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(g) If any term, covenant, condition or provision of this Easement or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants and conditions and provisions of this Easement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. The parties agree that any dispute hereunder shall be adjudicated in the Massachusetts Land Court or the Middlesex Superior Court.

(h) This Easement shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts.

(i) Notwithstanding anything to the contrary contained herein, neither party shall be entitled to any consequential, special or punitive damages in connection with this Easement.

(j) Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including without limitation estoppel certificates, subordinations and consents.

[Remainder of page intentionally left blank - signatures following]

WITNESS our hands and seals this _____ day of _____, 2015.

GRANTOR:

Shire Human Genetic Therapies, Inc.

By: _____

Its _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally appeared _____, the _____ of Shire Human Genetic Therapies, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said corporation.

Notary Public
My commission expires:

ACCEPTANCE OF GRANT

The above Easement was accepted by the Lexington Conservation Commission
this _____ day of _____, 2015.

By: _____
Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally
appeared _____, the _____ of the Lexington Conservation Commission,
proved to me through satisfactory evidence of identification, which was _____, to be the
person whose name is signed on the preceding or attached document, and acknowledged to me
that he/she signed it voluntarily for its stated purpose on behalf of said Commission.

Notary Public
My commission expires:

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Lexington, hereby certify that at a meeting duly held on _____, 2015, the Select Board voted to approve the foregoing Easement to the Lexington Conservation Commission.

Board of Selectmen

Joseph N. Pato, Chairman

Peter C.J. Kelley

Norman P. Cohen

Michelle L. Ciccolo

Suzanne E. Barry

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this date, _____, 2015, before me, the undersigned notary public, personally appeared _____, Members of the Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said Board.

Notary Public

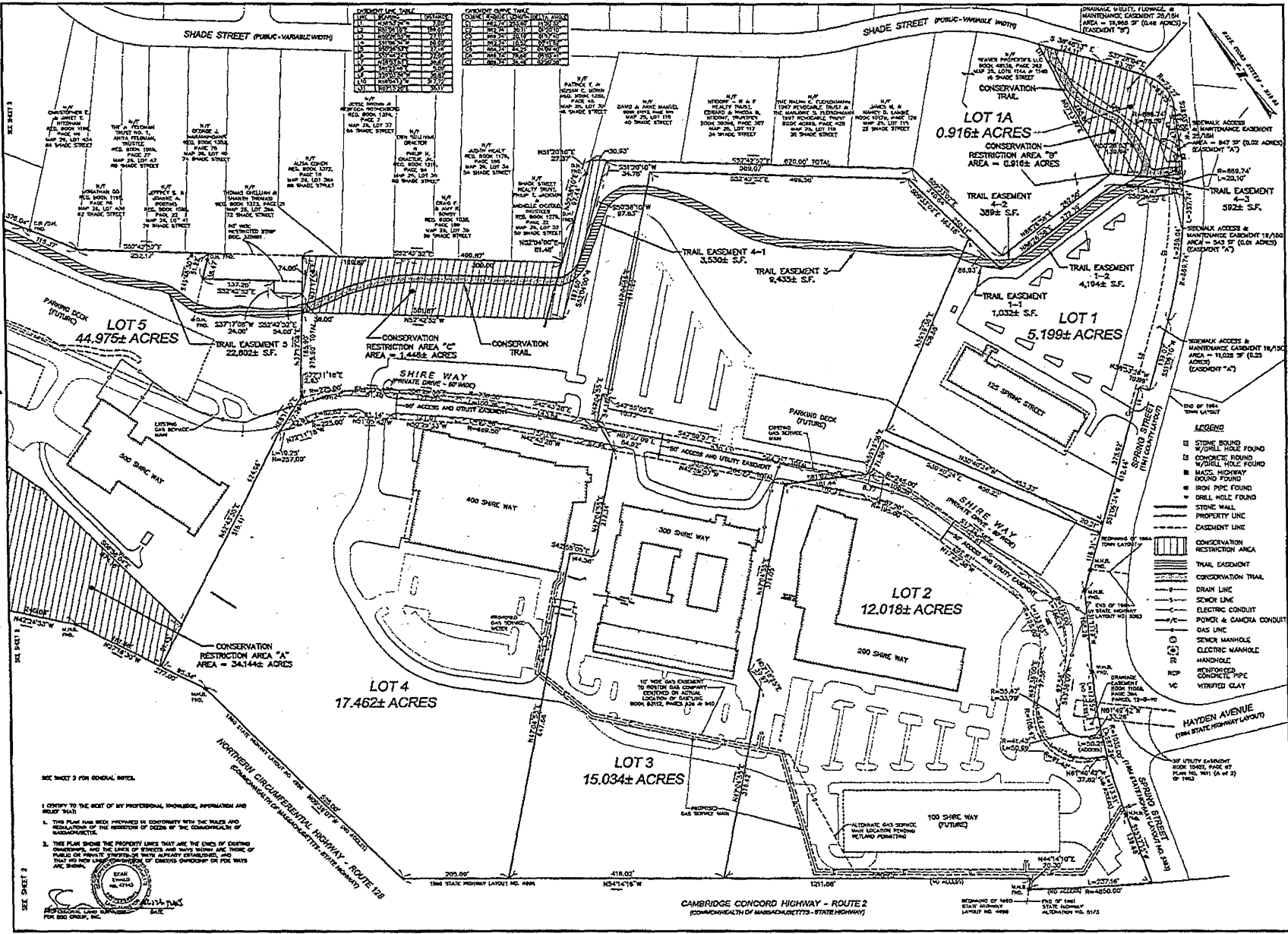
My commission expires:

EXHIBIT A

Plan

(page intentionally blank -- see attached)

Exhibit A 1 of 2



FOR REGISTRY USE ONLY

CONSERVATION RESTRICTION, TRAIL EASEMENT, DRAINAGE EASEMENT AND SIDEWALK EASEMENT PLAN

LEXINGTON TECHNOLOGY PARK

SHIRE WAY
IN
LEXINGTON MASSACHUSETTS
(MIDDLESEX COUNTY)

FEBRUARY 26, 2015

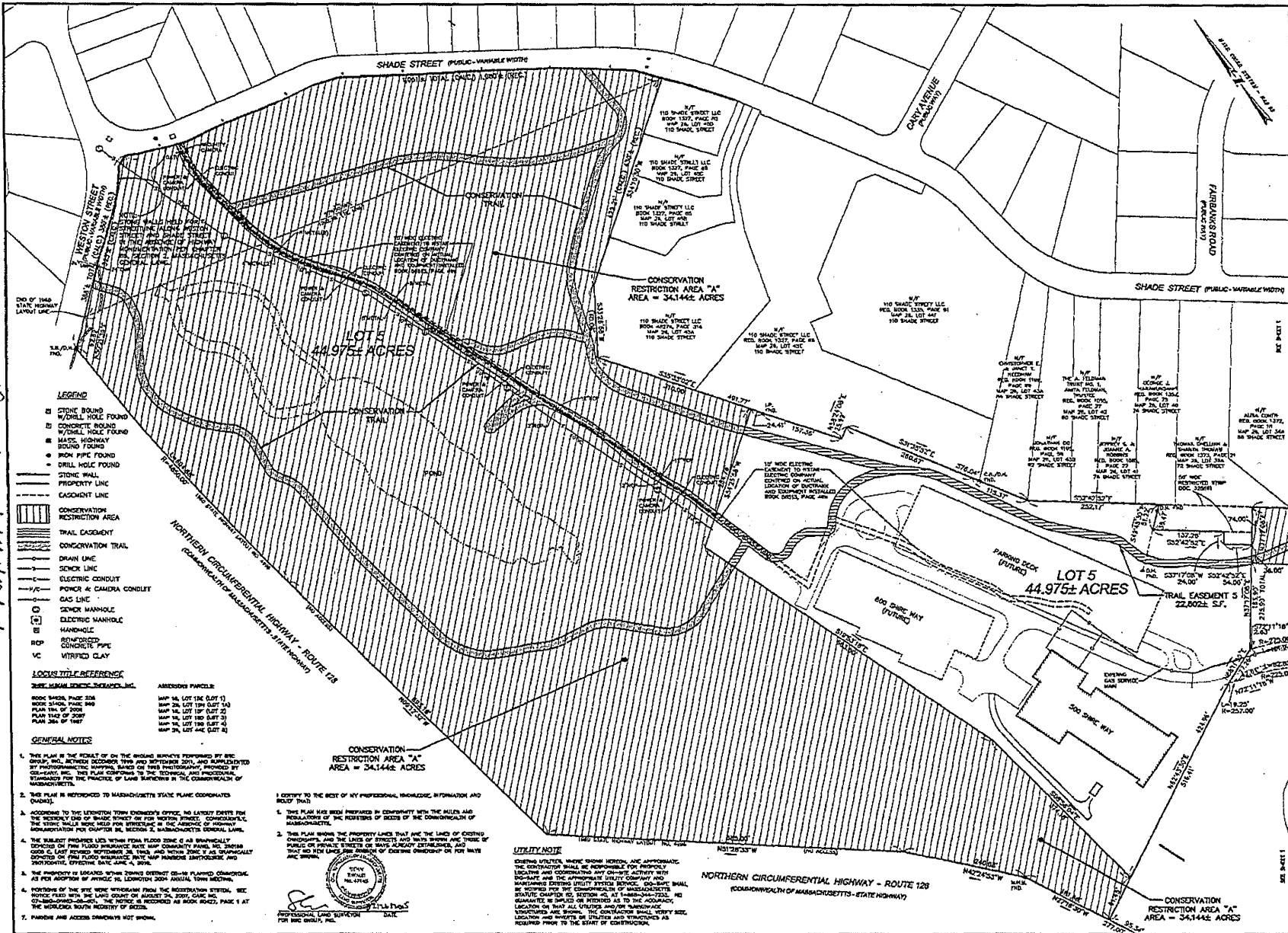
PREPARED FOR:
SHIRE HUMAN GENETIC
THOMPSON, INC.
300 SHIRE WAY
LEXINGTON, MA 02421

BSC GROUP
15 Elkins Street
Boston, Massachusetts
02127
617 896 4300

SCALE: 1" = 50'
 1" = 10'
 1" = 20'
 1" = 30'
 1" = 40'
 1" = 50'

PROD. MGR.: K. THOMPSON
 FILED: L. VERRON
 DRAWDING: J. THOMPSON
 CHECKED: K. THOMPSON
 CHECKED: E. ENGL
 FILED: P. P. [unclear]
 D.W.C. NO. 458430203 FILED SHEET
 JOB NO. 4584303 4584303 1 OF 2

Exhibit A 2 of 2



FOR REGISTRY USE ONLY

CONSERVATION RESTRICTION, TRAIL EASEMENT, DRAINAGE EASEMENT AND SIDEWALK EASEMENT PLAN

LEXINGTON TECHNOLOGY PARK

SHIRE WAY
IN
LEXINGTON MASSACHUSETTS
(MIDDLESEX COUNTY)

FEBRUARY 26, 2015

PREPARED FOR
SHIRE HUMAN GENETIC
THERAPIES, INC.
300 SHIRE WAY
LEXINGTON, MA 02421

BSC GROUP
15 ELDING STREET
BOSTON, MASSACHUSETTS
02127
617.856.4300

© 2015 BSC Group, Inc.
SCALE: 1" = 40'
0 10 20 40 80 100 120 140 160 180 200

PROJ. NO. 15-0001
FILED: 15-0001
DRAWN BY: THOMPSON
CHECKED BY: ONALD
FILED: 15-0001
DATE: 02/26/15

- LEGEND**
- STONE BOUND
 - WYTHILL HOLE FOUND
 - CONCRETE BOUND
 - WYTHILL HOLE FOUND
 - IRON PIPE FOUND
 - DRILL HOLE FOUND
 - STONE WALL
 - PROPERTY LINE
 - CASSEMENT LINE
 - CONSERVATION RESTRICTION AREA
 - TRAIL CASSEMENT
 - CONSERVATION TRAIL
 - DRAIN LINE
 - SEWER LINE
 - ELECTRIC CONDUIT
 - POWER & CAMERA CONDUIT
 - GAS LINE
 - SINKER MANHOLE
 - ELECTRIC MANHOLE
 - HANDHOLE
 - REINFORCED CONCRETE PIPE
 - WYTHILL CLAY

LOCAL TITLE REFERENCE

SHIRE HUMAN GENETIC THERAPIES, INC.

BOOK 3828, PAGE 208	MAP 26, LOT 4 (CLY 1)
BOOK 3828, PAGE 208	MAP 26, LOT 129 (CLY 1A)
PLAN 184 OF 2008	MAP 26, LOT 107 (CLY 2)
PLAN 184 OF 2007	MAP 26, LOT 180 (CLY 2)
PLAN 184 OF 1997	MAP 26, LOT 180 (CLY 2)
	MAP 26, LOT 180 (CLY 2)

- GENERAL NOTES**
- THIS PLAN IS THE RESULT OF ON THE RECORD SURVEY PERFORMED BY BSC GROUP, INC. BETWEEN DECEMBER 1999 AND SEPTEMBER 2011, AND SUPERSEDES BY INSTRUMENTING SURVEY RECORDS OF THIS PROFESSIONAL ENGINEER BY BSC GROUP, INC. THIS PLAN CONFORMS TO THE TECHNICAL AND PROCEDURAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.
 - THIS PLAN IS REFERENCED TO MASSACHUSETTS STATE PLANE COORDINATES (ENGLIS).
 - ACCORDING TO THE LEXINGTON TOWN ENGINEER'S OFFICE, NO LATEST DATES FOR THE RECORDS OF THE RECORD SURVEY FOR THE RECORD SURVEY. CONSEQUENTLY, THE STATE WALLS WERE HELD FOR STRUCTURE IN THE ABSENCE OF RECORDS. CONSEQUENTLY, THE RECORD SURVEY IS BASED ON THE RECORD SURVEY.
 - THE RECORD SURVEY LINES WITHIN PFAU FLOOD ZONE C ARE APPROXIMATELY DERIVED FROM 1:5000 AIRPHOTO SURVEY MAP COMPANY PAPER, NO. 3088A Q101 C, EAST OF THE RECORD SURVEY, AND WITHIN ZONE C AS APPROXIMATELY DERIVED FROM PFAU FLOOD ZONE SURVEY MAP PAPER NO. 3088A Q101 C, EAST OF THE RECORD SURVEY, DATED JUNE 4, 2006.
 - THE PROPERTY IS LOCATED WITHIN ZONE C OF THE PLANNED OAKWOOD. AS PER APPROVED BY THE RECORD SURVEY, THE RECORD SURVEY LINES WERE HELD FOR STRUCTURE IN THE ABSENCE OF RECORDS. CONSEQUENTLY, THE RECORD SURVEY IS BASED ON THE RECORD SURVEY.
 - PORTIONS OF THIS SITE WERE WITHIN PFAU FLOOD ZONE C. SEE RECORDS FILED WITH THE LAND COURT ON AUGUST 29, 2007, CASE NO. 07-CV-3088A Q101 C. THE NOTICE IS RECORDED AS BOOK 3828, PAGE 1 AT THE MIDDLESEX COUNTY REGISTER'S OFFICE.
 - PARCELS AND ACCESS DRAUGHTS NOT SHOWN.

CONSERVATION RESTRICTION AREA "A"
AREA = 34.144± ACRES

1. I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

- THIS PLAN WAS PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL ENGINEERS OF MASSACHUSETTS.
- THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE BASIS OF THE RECORD SURVEY AND THE LINES OF EXISTING CONDUITS AND THE LINES OF STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES OR EASEMENTS ARE SHOWN.

UTILITY NOTE

EXISTING UTILITIES, WHERE SHOWN HEREON, ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY LOCATING AND CORRECTING ANY ON-SITE UTILITY WITH DOCUMENTS AND THE APPLICABLE UTILITY COMPANY AND MAINTAINING EXISTING UTILITY SYSTEM SERVICE. ON-SITE SHALL BE NOTIFIED BY THE COMMONWEALTH OF MASSACHUSETTS STATE ENGINEER IN SECTION 86 AT 935-344-7422. NO GUARANTEE IS IMPLIED OR INTENDED AS TO THE ACCURACY, LOCATION OR DEPTH OF ALL UTILITIES AND/OR SERVICES SHOWN ON THIS PLAN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES AND STRUCTURES AS REQUIRED PRIOR TO THE START OF CONSTRUCTION.

NORTHERN CIRCUMFERENTIAL HIGHWAY - ROUTE 128
(COMMONWEALTH OF MASSACHUSETTS - STATE HIGHWAY)

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: **PRESENTER:** **ITEM NUMBER:**

3/23/2015 Joe Pato I. 3

AGENDA ITEM TITLE:

Article Presentations/Positions (30 min.)

SUMMARY:

Attached is an updated table that includes all the positions you have taken so far so you can continue taking positions.

Some of the articles to be discussed are:

1. Appropriation Committee Recommendations on Reducing Allocation to OPEB Funding to \$1.2M
2. Article 11 (k) Municipal Capital-Hastings Park Undergrounding Wires
3. Article 34 Set Personal Property Minimum Tax
4. Article 48 Amend Zoning By-Law-Commercial Zoning District Lines
5. Article 41 Amend General Bylaws-Contracts and Deeds

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

APPROXIMATE TIME ON AGENDA:

6:10 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> List of Articles/Positions	Backup Material
<input type="checkbox"/> Appropriation Committee Article Positions	Backup Material
<input type="checkbox"/> CEC Position on Article 11(k)	Backup Material
<input type="checkbox"/> Article 34-Personal Property Tax Scenarios	Backup Material
<input type="checkbox"/> Planning Board-Article 48	Backup Material
<input type="checkbox"/> Email - Article 41 - Needs Additional Review	Backup Material

**ARTICLE POSITIONS
2015 SPECIALS AND ANNUAL TOWN MEETING**

ARTICLE	SPECIAL TOWN MEETING #1	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 2	Appropriate for School Facilities Capital Projects		Y	Y	Y	Y	Y			
ARTICLE	SPECIAL TOWN MEETING #2	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 2	Pump Station Repairs		Y	Y	Y	Y	Y			
Article 3	Appropriate for Purchase of Fire Engine		Y	Y	Y	Y	Y			
Article 4	Appropriate for Cary Memorial Building Sidewalk Enhancement		Y	Y	Y	Y	Y			
Article 5	Amend FY2015 Operating, Enterprise and CPA Budgets		Y	Ab stain	Y	Y	Y			
Article 6	Appropriate for Authorized Capital Improvements		Y	Y	Y	Y	Y			
ARTICLE	ANNUAL TOWN MEETING - FINANCIAL ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 4	Appropriate FY2016 Operating Budget		W	W	W	W	W			
Article 5	Appropriate FY2016 Enterprise Funds Budgets		Y	Y	Y	Y	Y			
Article 6	Appropriate for Senior Service Program		Y	Y	Y	Y	Y			
Article 7	Establish and Continue Departmental Revolving Funds		Y	Y	Y	Y	Y			

ARTICLE	FINANCIAL ARTICLES (continued)	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 8	Appropriate the FY2016 Community Preservation Committee Operating Budget and CPA Projects:	Wait for CPC report								
	a) Conservation Meadow Preservation Program		Y	Y	Y	Y	Y			
	b) Parker's Revenge Site Restoration		Y	Y	Y	Y	Y			
	c) First Parish Church Restoration Historic Structure Report		N	N	Y	W	N			
	d) Cary Memorial Building Records Center Shelving		Y	Y	Y	Y	Y			
	e) Battle Green Streetscape Improvements		Y	Y	Y	Y	Y		e) N	
	f) Community Center Sidewalk Design		Y	Y	Y	Y	Y			
	g) Cary Memorial Building Sidewalk Enhancement	IP								
	h) Community Center Preservation Restriction Endowment		Y	Y	Y	Y	Y			
	i) Park and Playground Improvements		Y	Y	Y	Y	Y			
	j) Park Improvements – Athletic Fields		Y	Y	Y	Y	Y			
	k) Park and Playgrounds ADA Accessibility Study		Y	Y	Y	Y	Y			
	l) Parks Improvements – Hard Court Resurfacing		Y	Y	Y	Y	Y			
	m) Lincoln Park Field Improvements – Phase 3		Y	Y	Y	Y	Y			
	n) Minuteman Bikeway Culvert Rehabilitation		Y	Y	Y	Y	Y			
	o) Grain Mill Alley Design Funds		Y	N	W	W	W		o) N	
	p) Minuteman Bikeway Wayfinding Signs – Design Funds		Y	Y	Y	Y	Y		p) N	
	q) Lower Vine Brook Paved Recreation Path Reconstruction		Y	W	Y	Y	Y			
	r) Community Preservation Fund Debt Service		Y	Y	Y	Y	Y			
	s) Administrative Budget		Y	Y	Y	Y	Y			

Article 18 (concluded)	l) Security Cameras Upgrade									
ARTICLE	FINANCIAL ARTICLES (concluded)	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 19	Martingale Road Street Acceptance		Y	Y	Y	Y	Y			
Article 20	Richmond Circle Street Acceptance		Y	Y	Y	Y	Y			
Article 21	Appropriate to Post Employment Insurance Liability Fund		Y	Y	Y	Y	Y			
Article 22	Adjust Retirement COLA Base for Retirees		Y	Y	Y	Y	Recuse			
Article 23	Accept Chapter 235 of the Acts of 1994		Y	Y	Y	Y	Y			
Article 24	Appropriate Bonds and Notes Premiums		Y	Y	Y	Y	Y			
Article 25	Rescind Prior Borrowing Authorizations	TBD	Y	Y	Y	Y	Y			
Article 26	Establish and Appropriate To and From Specified Stabilization Funds									
Article 27	Appropriate to Stabilization Fund	IP	Y	Y	Y	Y	Y			
Article 28	Appropriate from Debt Service Stabilization Fund		Y	Y	Y	Y	Y			
Article 29	Appropriate for Prior Years' Unpaid Bills	IP								
Article 30	Amend FY2015 Operating, Enterprise and CPA Budgets	TBD								
Article 31	Appropriate for Authorized Capital Improvements	IP								
ARTICLE	GENERAL ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 32	Establish Qualifications for Tax Deferrals	Pres. 2/10/15 - IP	Y	Y	Y	Y	Y			
Article 33	Authorize Home Rule Petition for Tax Relief	IP	Y	Y	Y	Y	Y			
Article 34	Accept MGL Chapter 59, Section 5, Clause 54 and Set Personal Property Minimum Tax		Y	Y	Y	Y	Y			
Article 35	Accept MGL Chapter 90-I, Section 1 (Complete Streets Program)	Pres. 2/10/15	Y	Y	Y	Y	Y			
Article 36	Authorize Community Electrical Aggregation Program		Y	Y	Y	Y	Y			
Article 37	Amend General Bylaws – Street Performers		Y	Y	Y	Y	Y			

ARTICLE	GENERAL ARTICLES (concluded)	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 38	Amend General Bylaws – Tourism Committee		Y	Y	Y	Y	Y			
Article 39	Repeal General Bylaws – Sale and Use of Tobacco		Y	Y	Y	Y	Y			
Article 40	Amend General Bylaws – Sale and Use of Tobacco		Y	Y	Y	Y	Y			
Article 41	Amend General Bylaws – Contracts and Deeds	IP	Y	Y	Y	Y	Y			
Article 42	Commission on Disability Request	Pres. 3/4/15	Y	W	Y	Y	Y			
Article 43	Amend General Bylaws – Demolition Delay (Citizen Article)	Pres. 2/23/15	W	W	W	W	W			
Article 44	Resolution on Fossil Fuel Divestment (Citizen Article)		W	N	N	W	W			
Article 45	Townwide Process for Safety (Citizen Article)		W	W	W	W	W			
ARTICLE	ZONING/LAND USE ARTICLES	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 46	Acquisition of Land Shown on Assessors' Property Map 22, Lot 51B		Y	Y	Y	Y	Y			
Article 47	Amend Zoning By-Law – Medical Marijuana (Citizen Article)	In support of PB Recommendation	N	N	N	N	N			
Article 48	Amend Zoning Map – Commercial Zoning District Lines a) CN (229-235 Bedford Street) b) CS (242-246 Bedford Street) c) CLO (173-181 Bedford Street) d) CN (Bedford Street & Reed Street) e) CS (North Street and Lowell Street) f) CRS (Lowell Street and Woburn Street) g) CLO (Marrett Road and Lincoln Street) h) CS (Marrett Road and Spring Street) i) CN & CRS (Waltham Street and Marrett Road) j) CLO (Waltham Street at the Waltham Town Line	Pres. 2/10/15 Wait for report from Planning Board	Y	W	Y	W	Y			

ARTICLE	ZONING/LAND USE ARTICLES (concluded)	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 49	Amend Zoning By-Law and Map – Civic Use Districts	Pres. 2/10/15	Y	Y	Y	Y	Y			
Article 50	Amend Zoning Map – CM District, Waltham Line Near Route 128/195	Pres. 2/10/15	Y	Y	Y	Y	Y			
Article 51	Amend Zoning By-Law – Site Plan Review Applicability	Pres. 2/10/15	Y	Y	Y	Y	Y			
Article 52	Amend Zoning By-Law – Technical Corrections	Pres. 2/10/15	Y	Y	Y	Y	Y			
Article 53	Amend Zoning By-Law – CB District Moratorium on Banks	Pres. 2/10/15	Y	Y	Y	Y	Y			

Street Improvements—Financing Components

	FY16 St. Improvements
2001 Override Increased by 2.5% per year	\$ 624,061
Maintenance of unallocated revenue from FY12 Revenue Allocation Model	\$ 281,234
Maintenance of unallocated revenue from FY13 Revenue Allocation Model	\$ 164,850
Additional Tax Levy due to Health Insurance Savings	\$ 1,100,000
Additional Tax Levy Funding—Shade Street Traffic Calming	\$ 100,000
Estimated Chapter 90 Aid	\$ 961,105
	\$ 3,231,250

[Brown Book, Page XI-21]

<i>Project Description</i>	<i>Amount Requested</i>	<i>Funding Source</i>	<i>Committee Recommends</i>
(j) Bikeway Bridge Repairs and Engineering	\$10,000	GF (Free Cash)	Approval (5–0))

“The Grant Street Bridge along the bikeway is showing signs of deterioration. The Engineering Division is working with a structural engineer to determine the extent of the work needed to restore the bridge. The Minuteman Bikeway is used by many residents and non-residents as a commuter and recreational path. This work is essential to keeping a safe pathway for all users. The estimated cost of the repairs is \$70,000.”

[Brown Book, Page XI-22]

This Committee believes this effort (as well as any follow-on construction) is eligible for funding under the CPA and would have preferred that it have been presented to the CPC for consideration for FY2016 funding from the CPF, rather than the GF.

<i>Project Description</i>	<i>Amount Requested</i>	<i>Funding Source</i>	<i>Committee Recommends</i>
(k) Hastings Park Undergrounding Wires	\$300,000	GF (Free Cash)	Disapproval (5–0)

“This request is for the undergrounding of utility wires at Hastings Park. NStar [Now “Eversource”] has provided preliminary design and installation estimates to place the current overhead wires underground. The use and overall aesthetic view of the park is obstructed by the power lines that run through the park from Worthen Road to Lincoln Street. This request will provide funds to put the power lines underground, which will open up useable space and make the park more aesthetically pleasing. The project will involve removal of the existing utility poles and wires and installation of underground conduit and wires. Hastings Park is one of the most used park areas in Town. It provides green space and a gazebo for events such as the carnival, weddings, company picnics, concerts, family functions, school events, recreation events and other community related events.”

[Brown Book, Page XI-22]

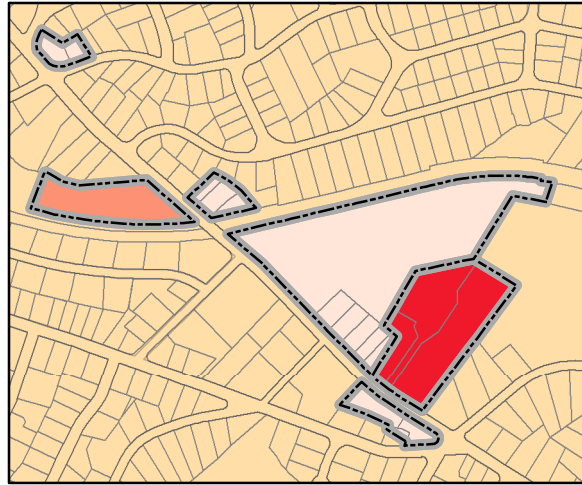
This project is not projected to have any material effect on the actual usage of the park. This Committee cannot support this request in light of the current, more-pressing, capital needs the Town faces.

Personal Property Tax Scenarios

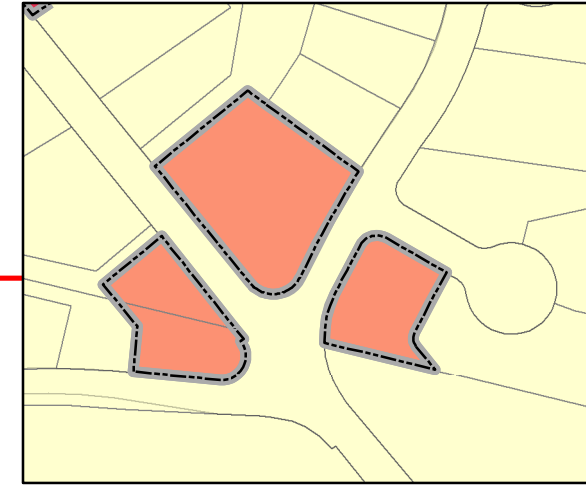
Minimum Value	# of Accounts	Tax Foregone	Costs Avoided	Savings @ \$40/account	# of accounts with tax > \$40	Tax at Threshold Value
\$ 1,000	124	\$ 2,140	\$ 4,340	\$ 2,200	0	\$ 28.81
\$ 1,370	170	\$ 3,747	\$ 5,950	\$ 2,203	0	\$ 39.87
\$ 1,200	146	\$ 2,845	\$ 5,840	\$ 2,995	0	\$ 34.92
\$ 2,000	241	\$ 7,219	\$ 9,640	\$ 2,421	71	\$ 58.20

Article 48 Index Map

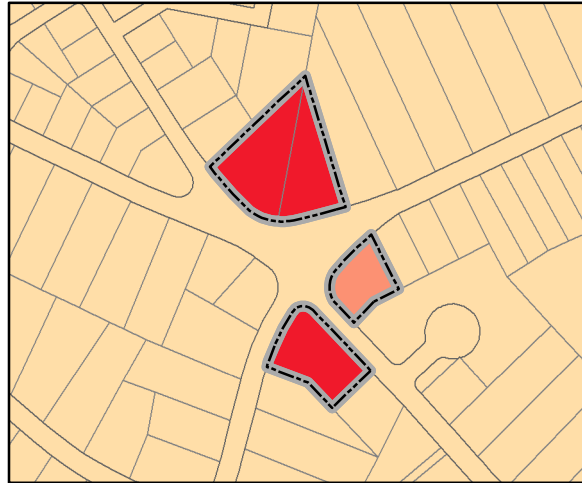
Parts A - D: Bedford Street



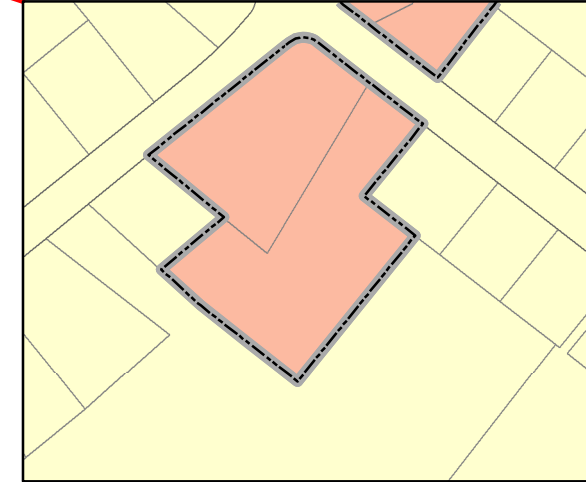
Part E: North Street & Lowell Street



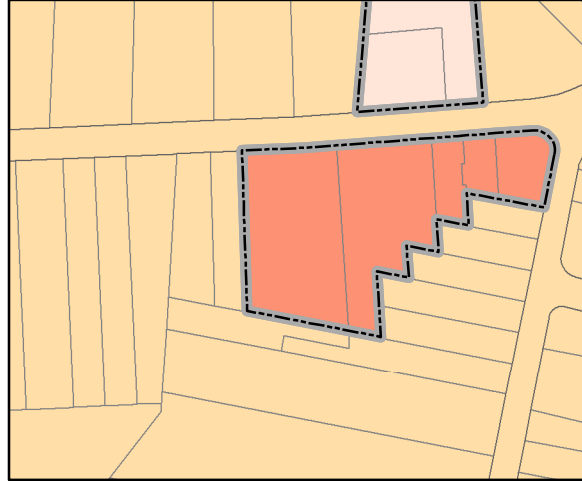
Part G: Marrett Road & Lincoln Street



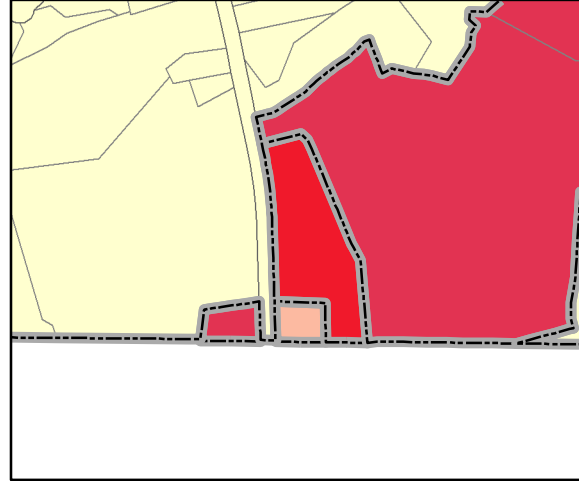
Part F: Lowell Street & Woburn Street



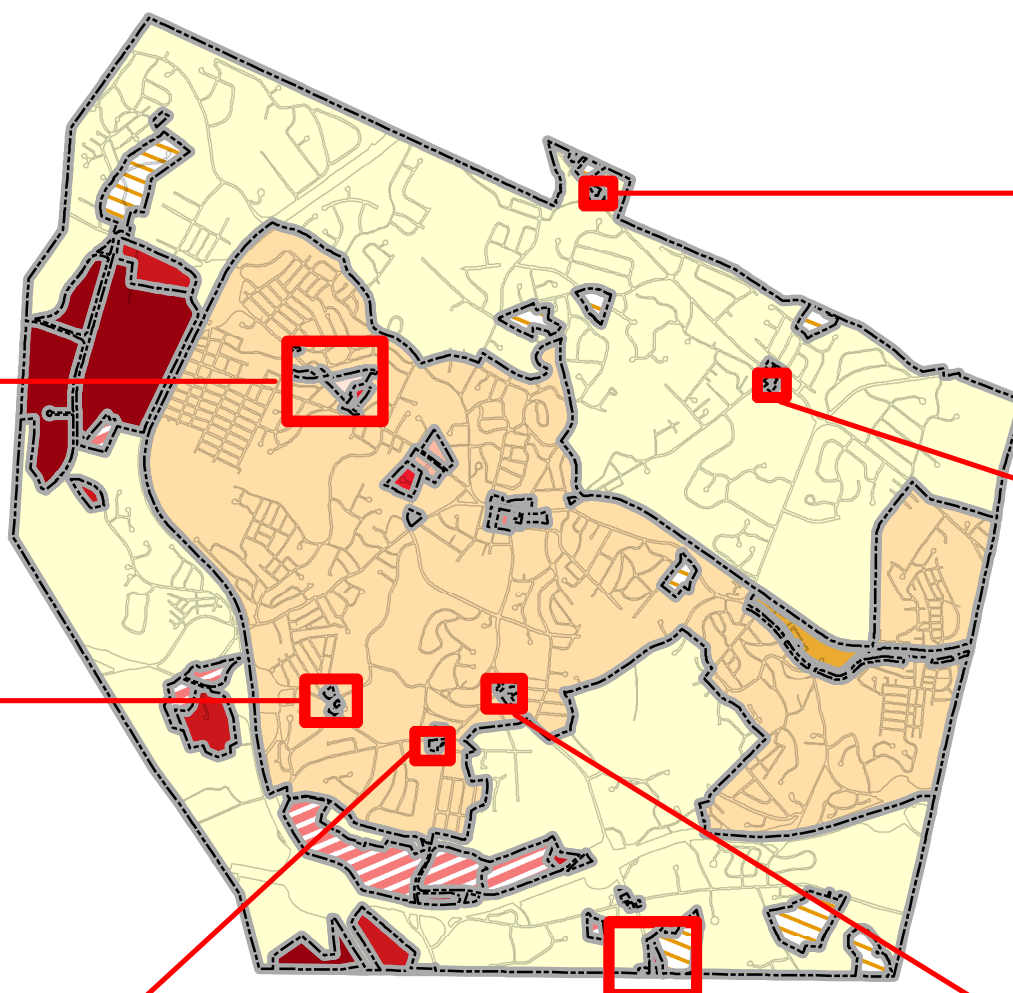
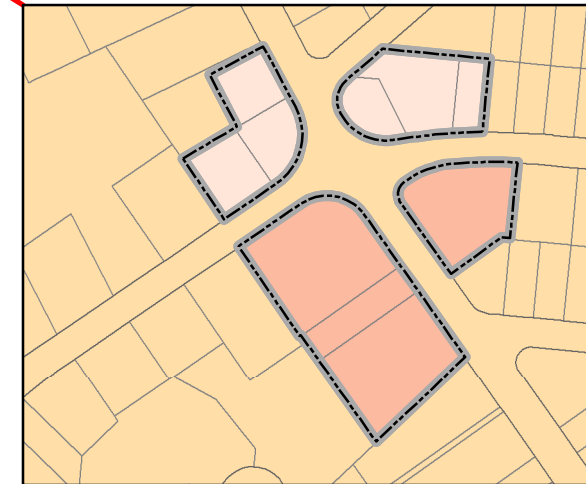
Part H: Marrett Road, near Spring Street



Part J: Waltham Street, at the Waltham Line



Part I: Waltham Street & Marrett Road



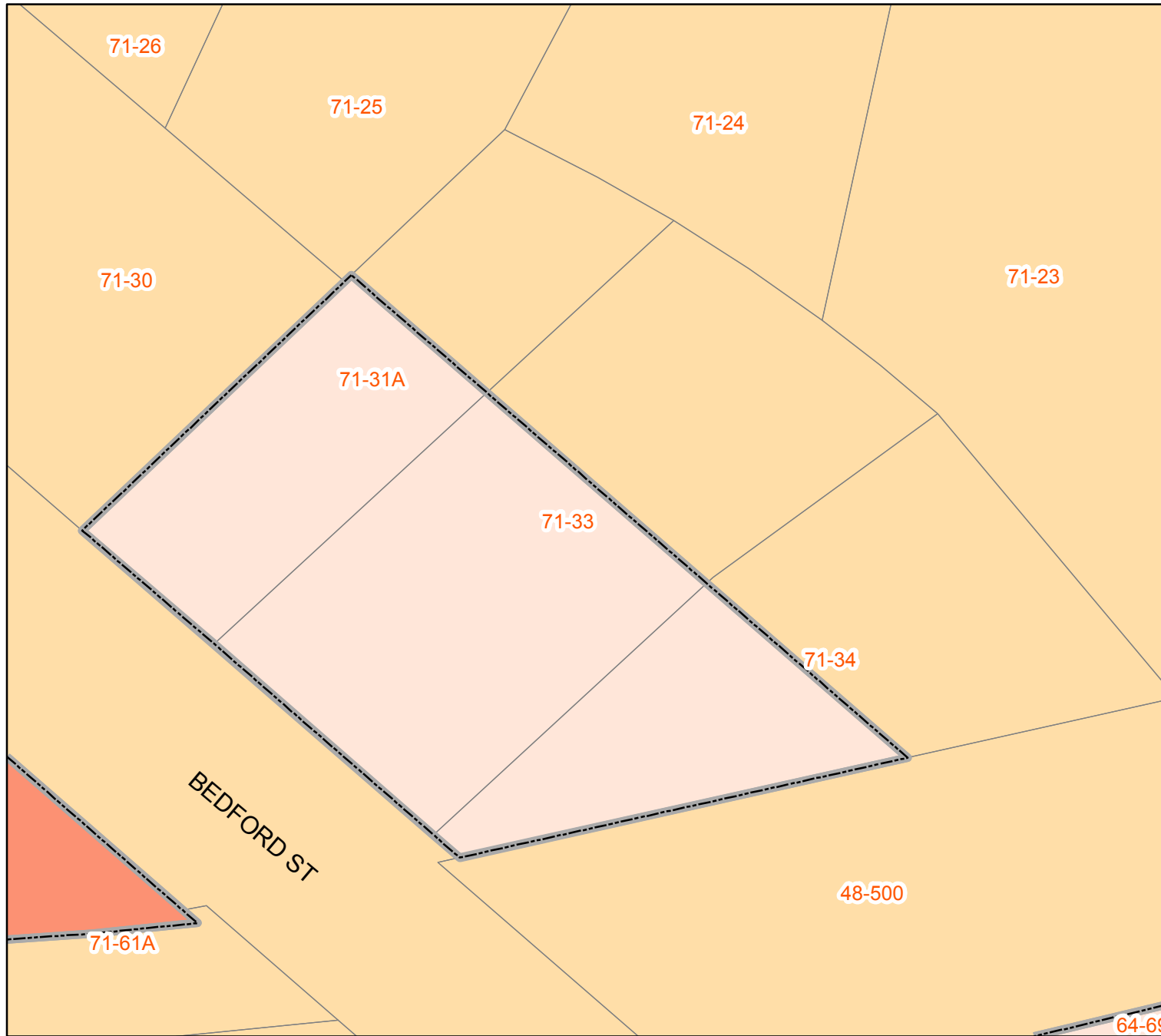
Proposed Zoning Districts

- District Outline
- RS - One Family Dwelling
- RO - One Family Dwelling
- RT - Two Family Dwelling
- CB - Central Business
- CLO - Local Office
- CM - Manufacturing
- CN - Neighborhood Business
- CRO - Regional Office
- CRS - Retail Shopping
- CS - Service Business
- CD - Planned Commercial
- RD - Planned Residential

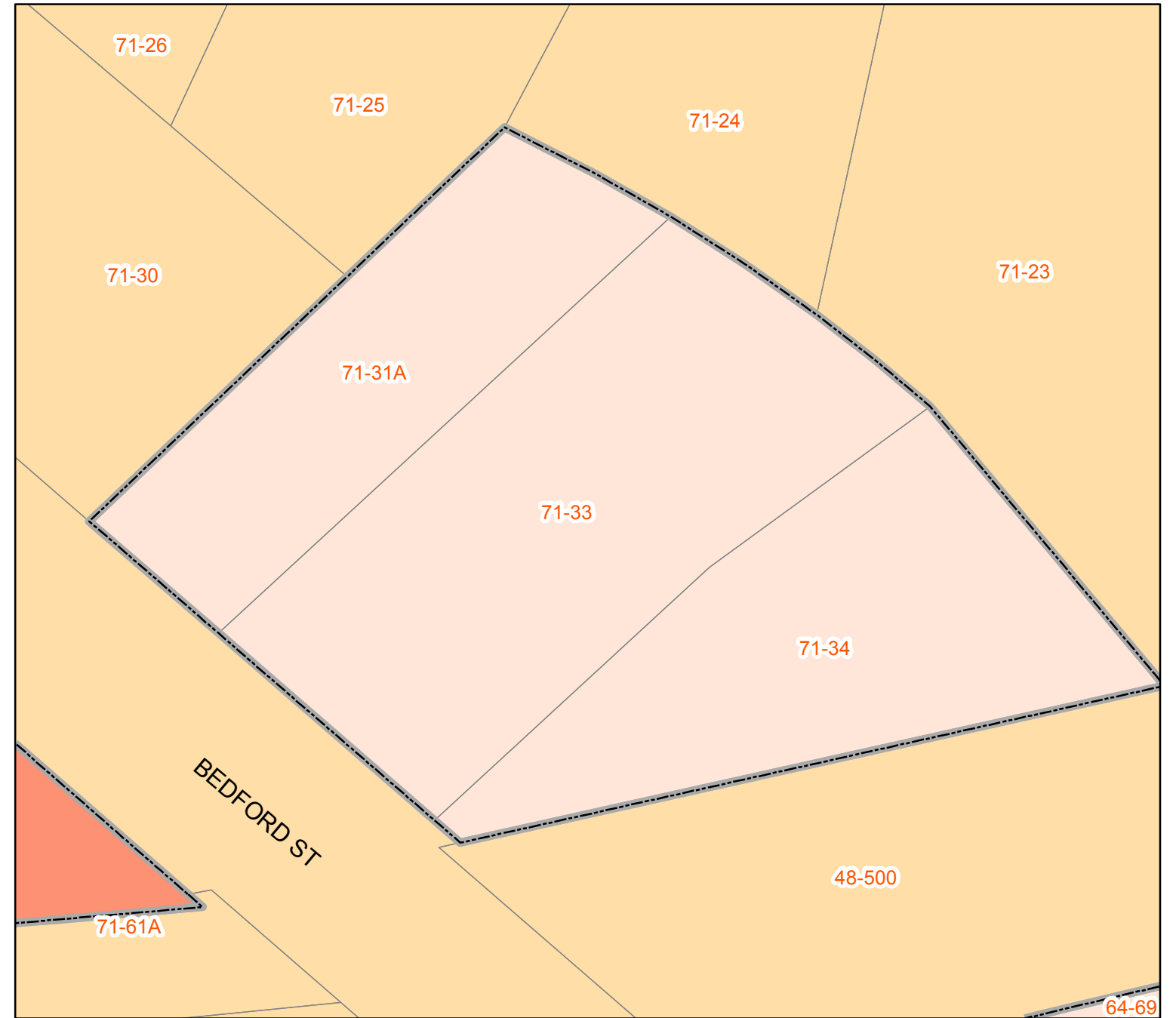


229-235 Bedford Street (CN)



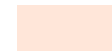

Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  District Outlines
-  RS - One Family Dwelling
-  CN - Neighborhood Business
-  CS - Service Business

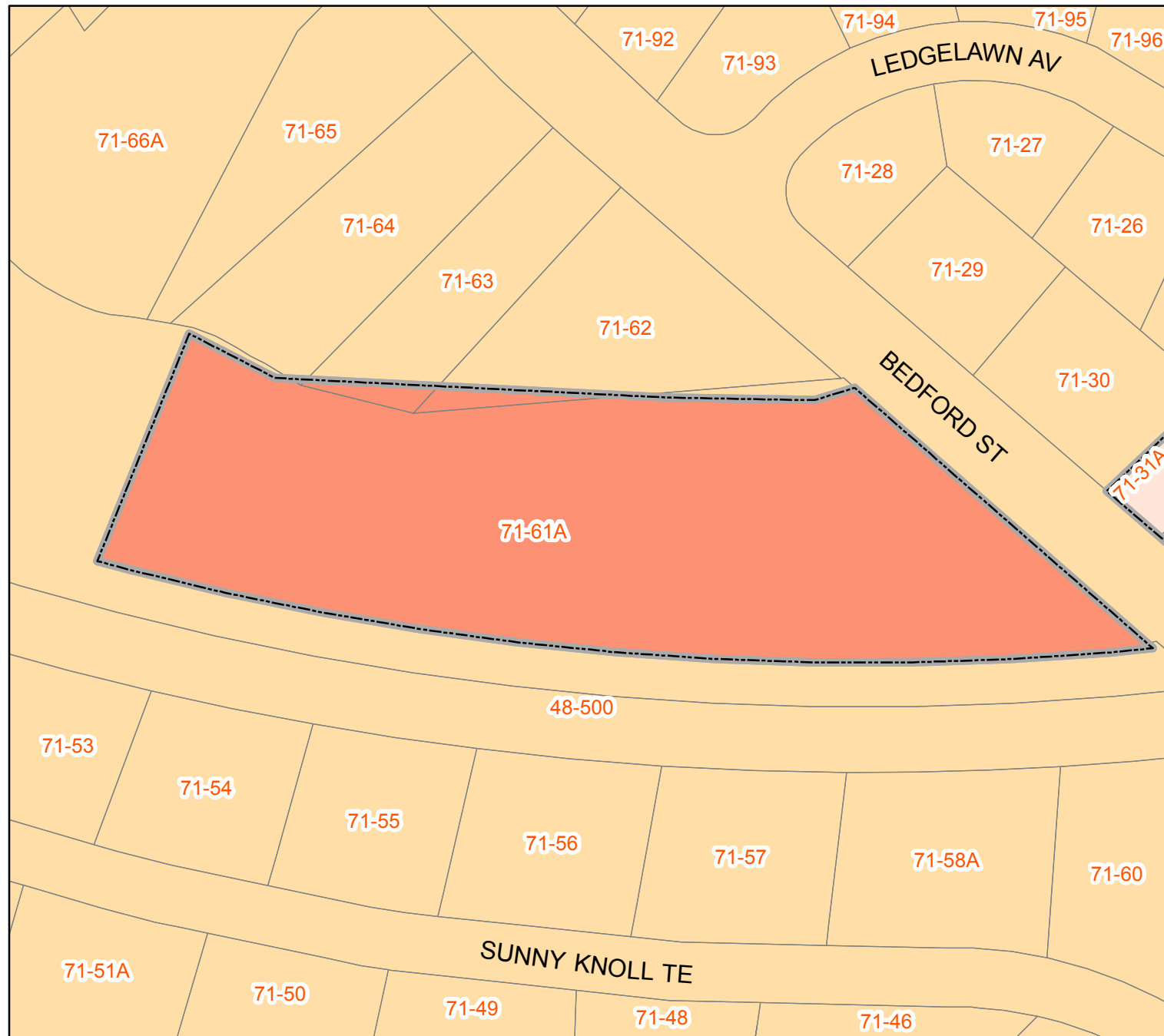
 Parcels



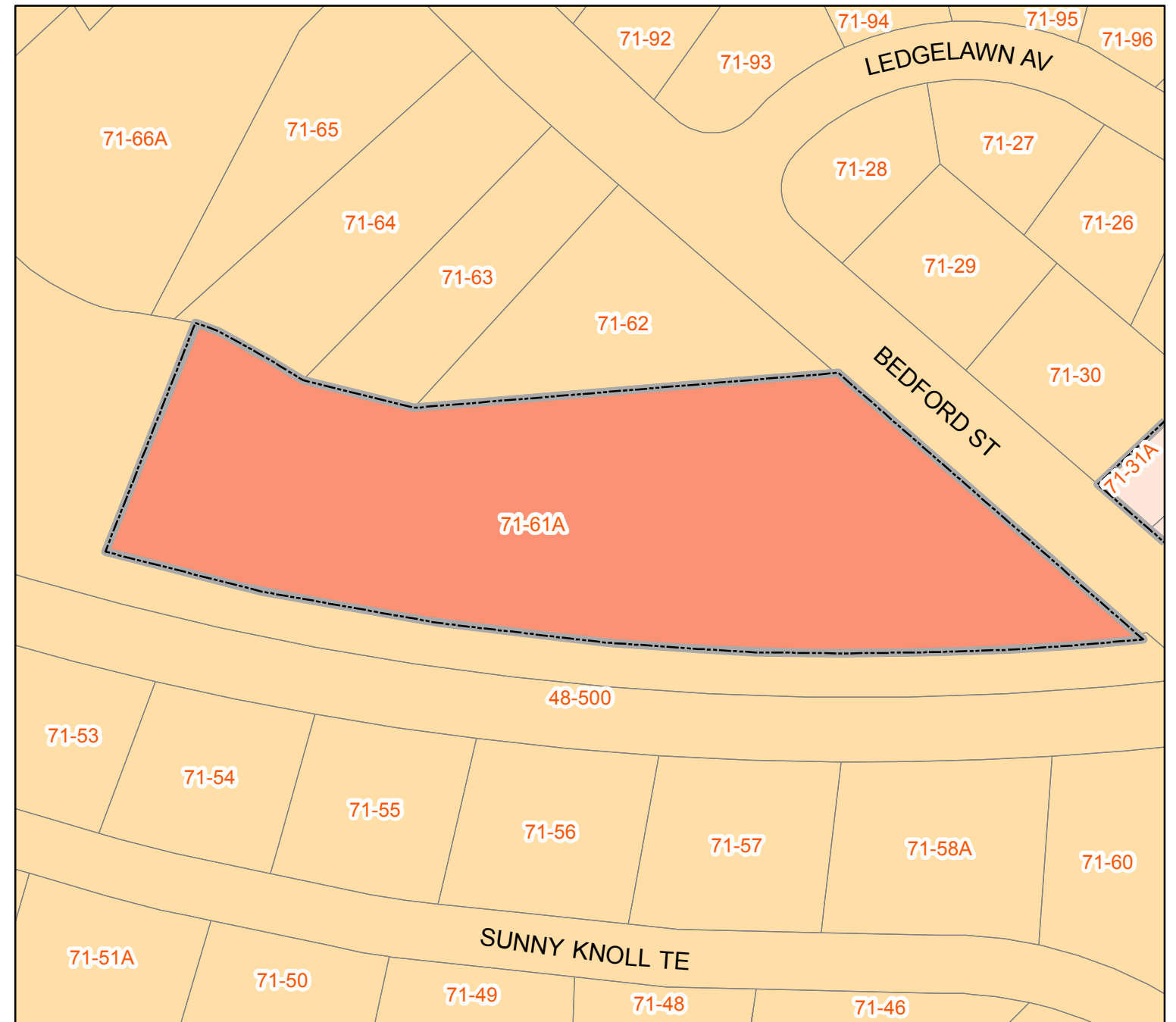
1 in = 40 ft

242-246 Bedford Street (CS)





Existing Zoning



Proposed Zoning



Zoning Districts

-  District Outlines
-  RS - One Family Dwelling
-  CN - Neighborhood Busines
-  CS - Service Business

 Parcels

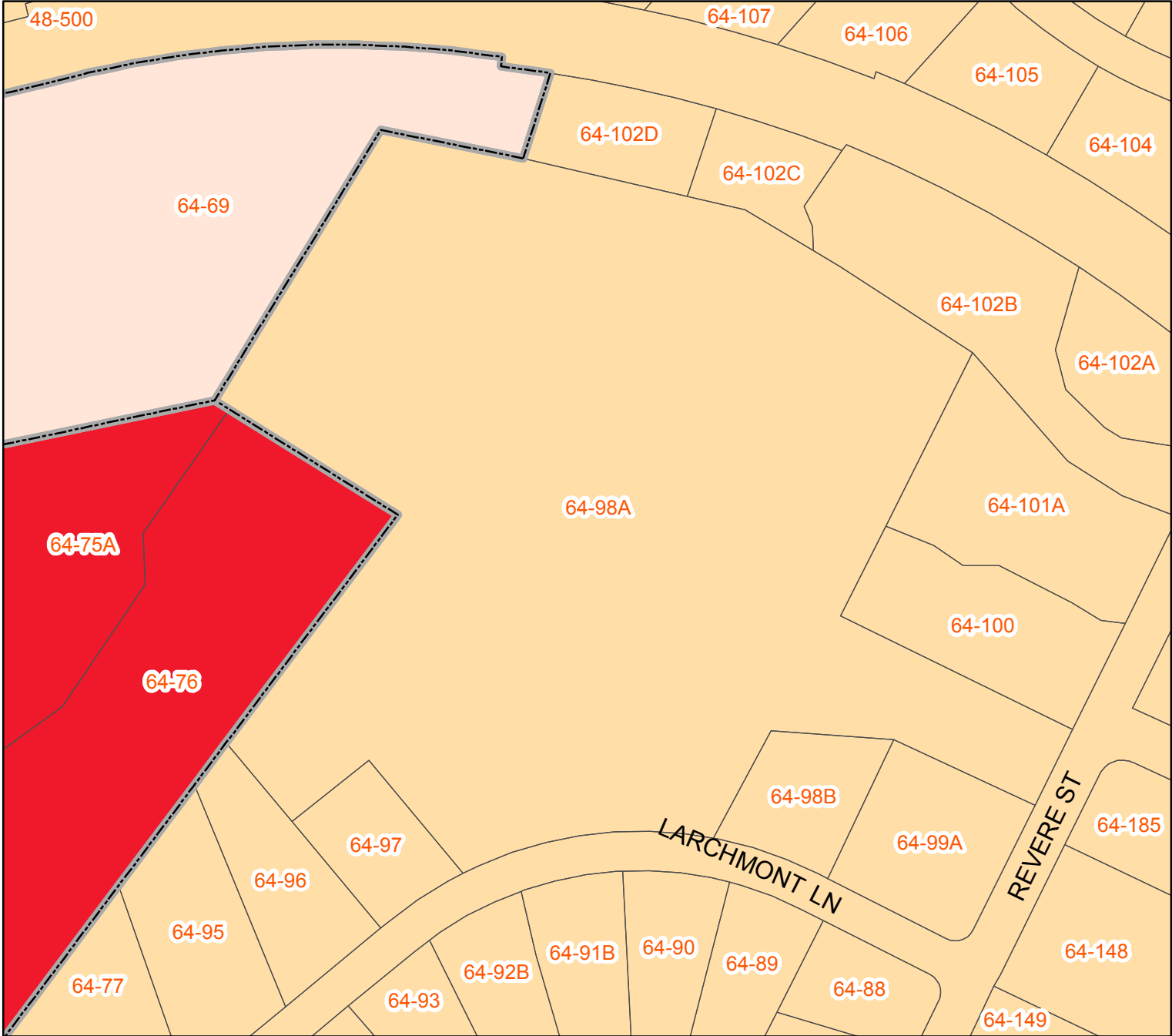
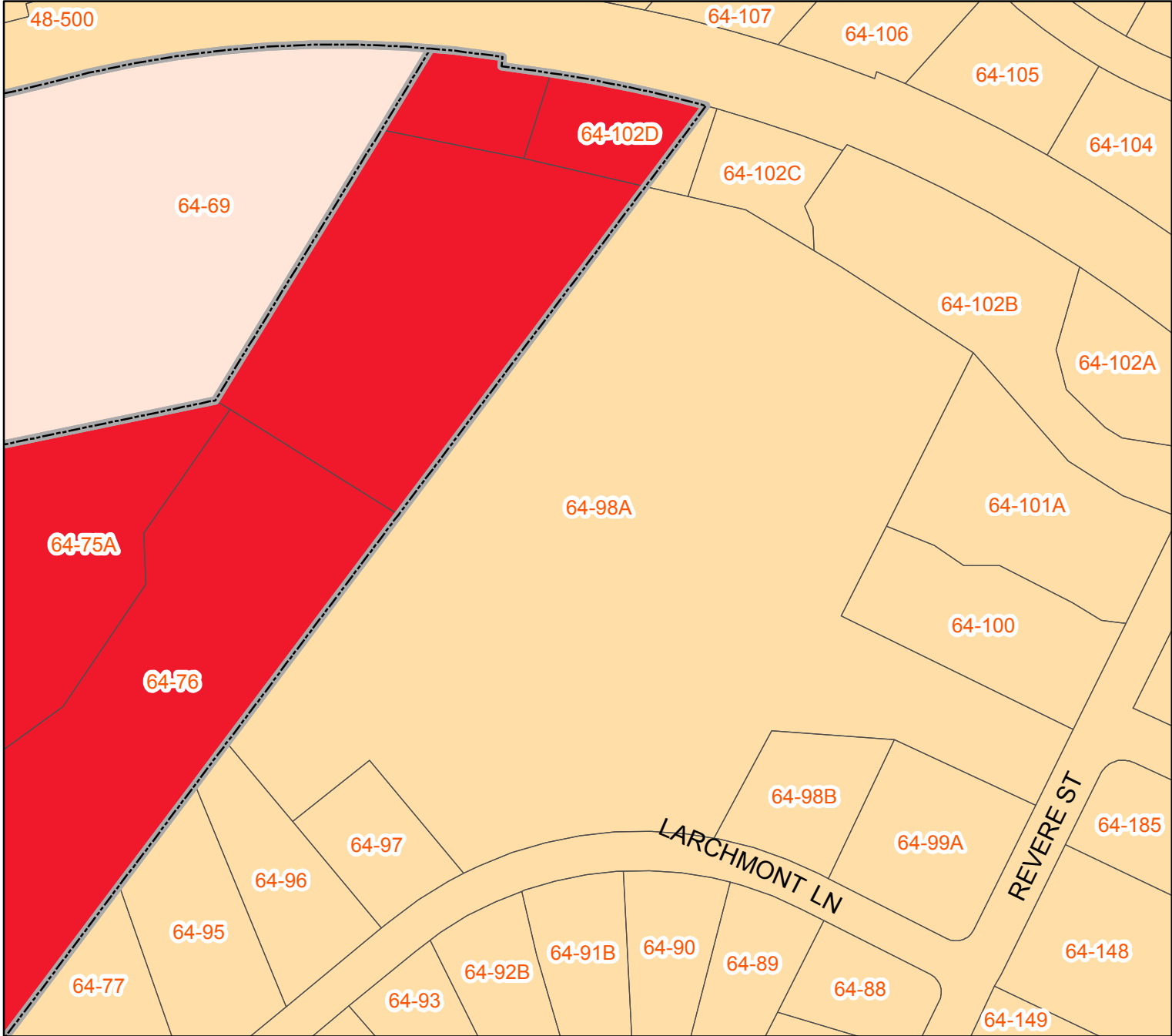


1 in = 100 ft





173-181 Bedford Street (CLO)

Existing Zoning

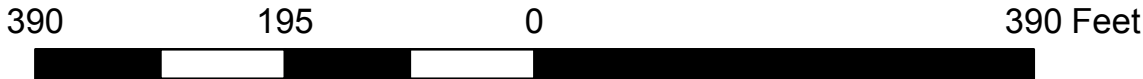
Proposed Zoning



Proposed Zoning Districts

-  District Outlines
-  RS - One Family Dwelling
-  CLO - Local Office
-  CN - Neighborhood Business

 Parcels

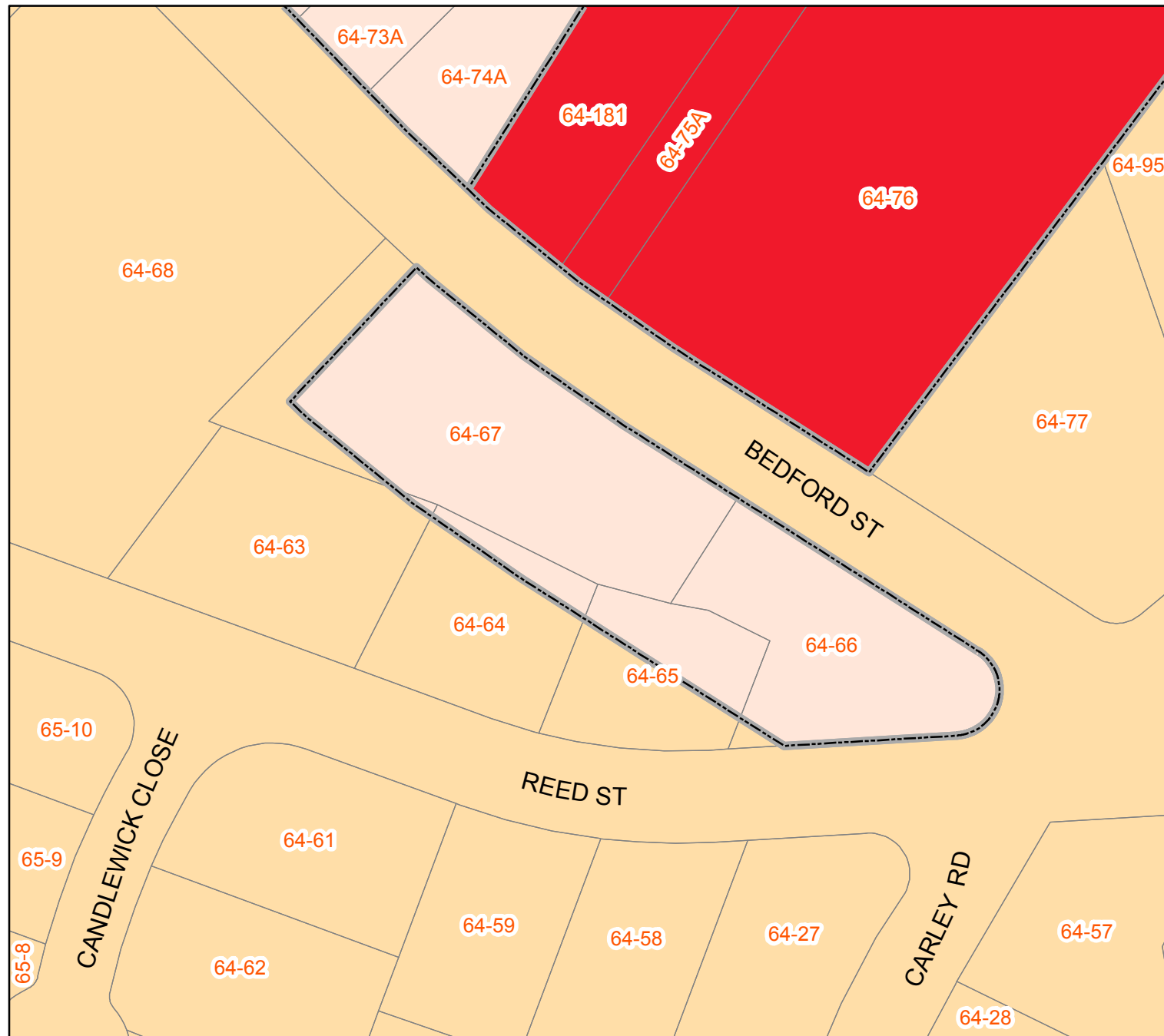


1 in = 150 ft

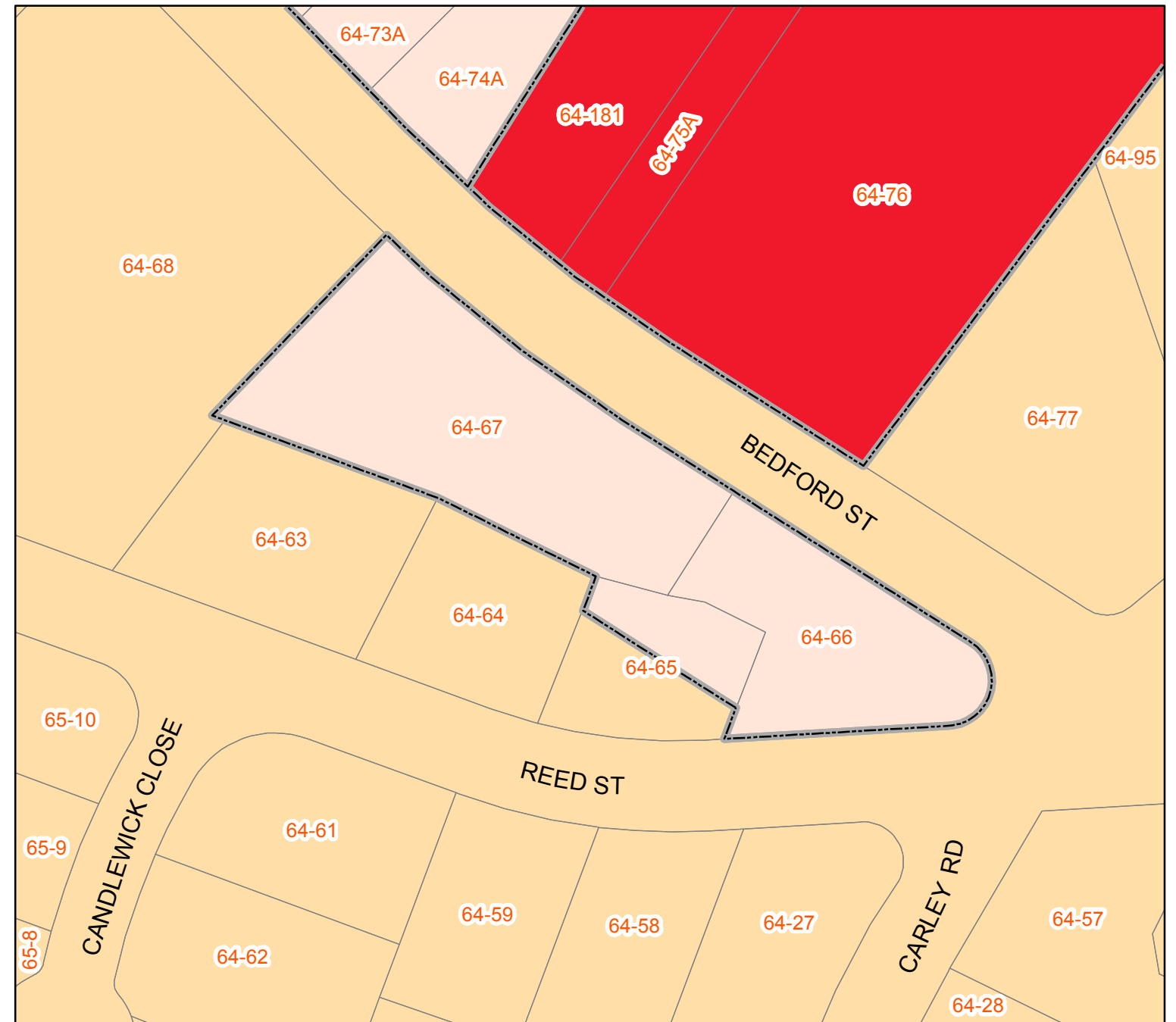


Bedford & Reed (CN)




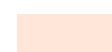
Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  District Outline
-  RS - One Family Dwelling
-  CLO - Local Office
-  CN - Neighborhood Business

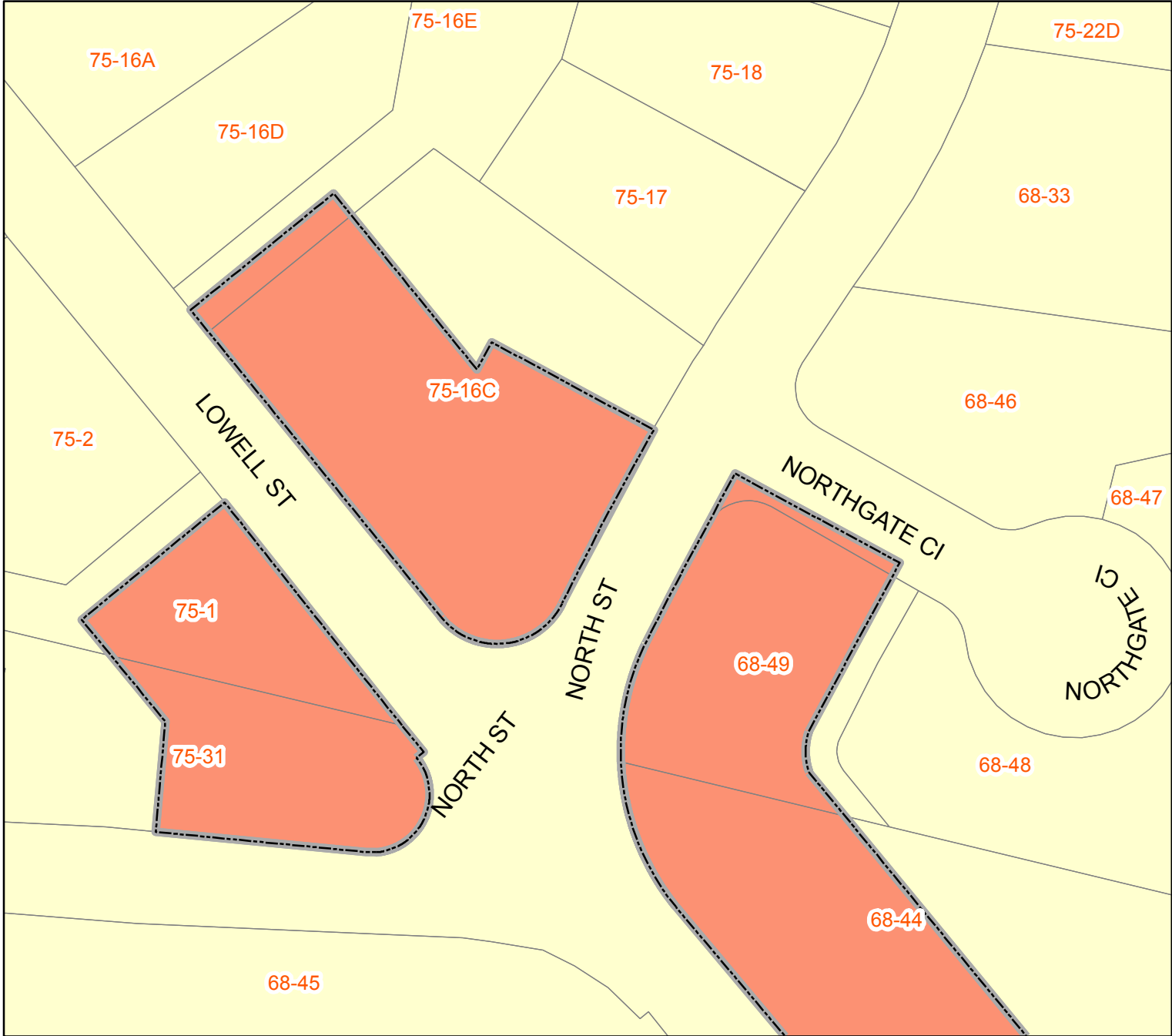
 Parcels



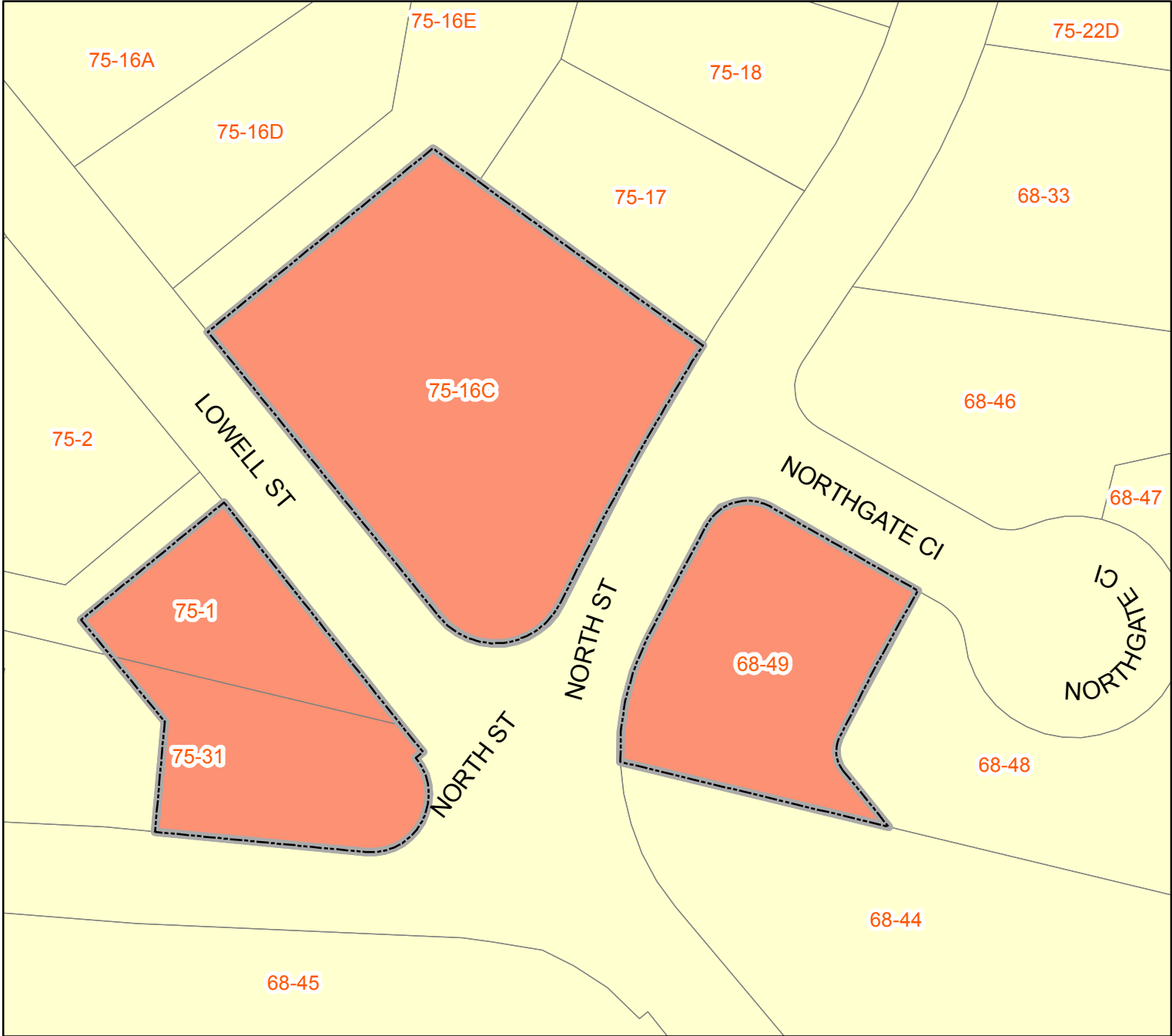
1 in = 80 ft

North & Lowell (CS)


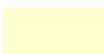

Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  Proposed Zoning Districts
-  RO - One Family Dwelling
-  CS - Service Business

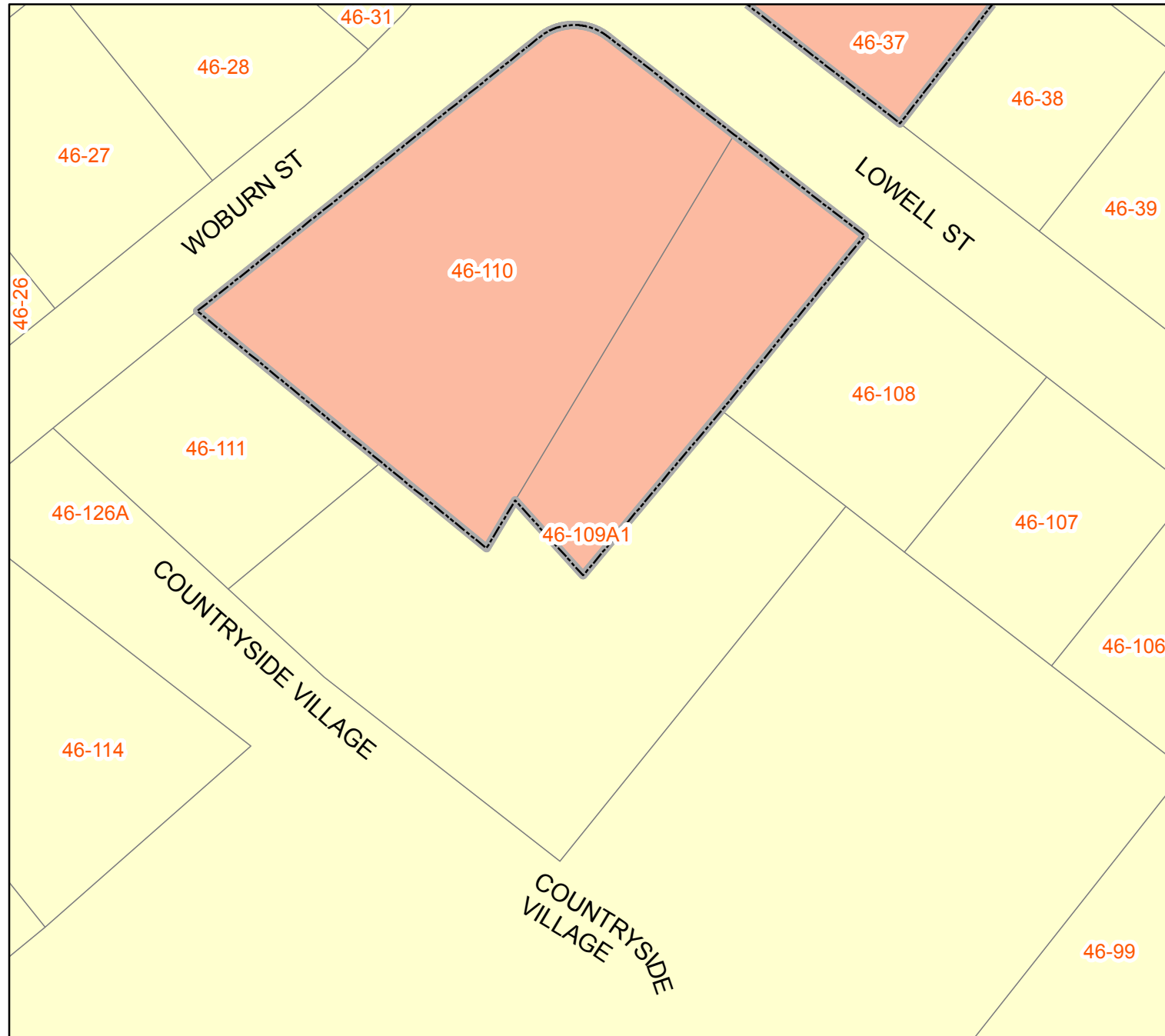
 Parcels



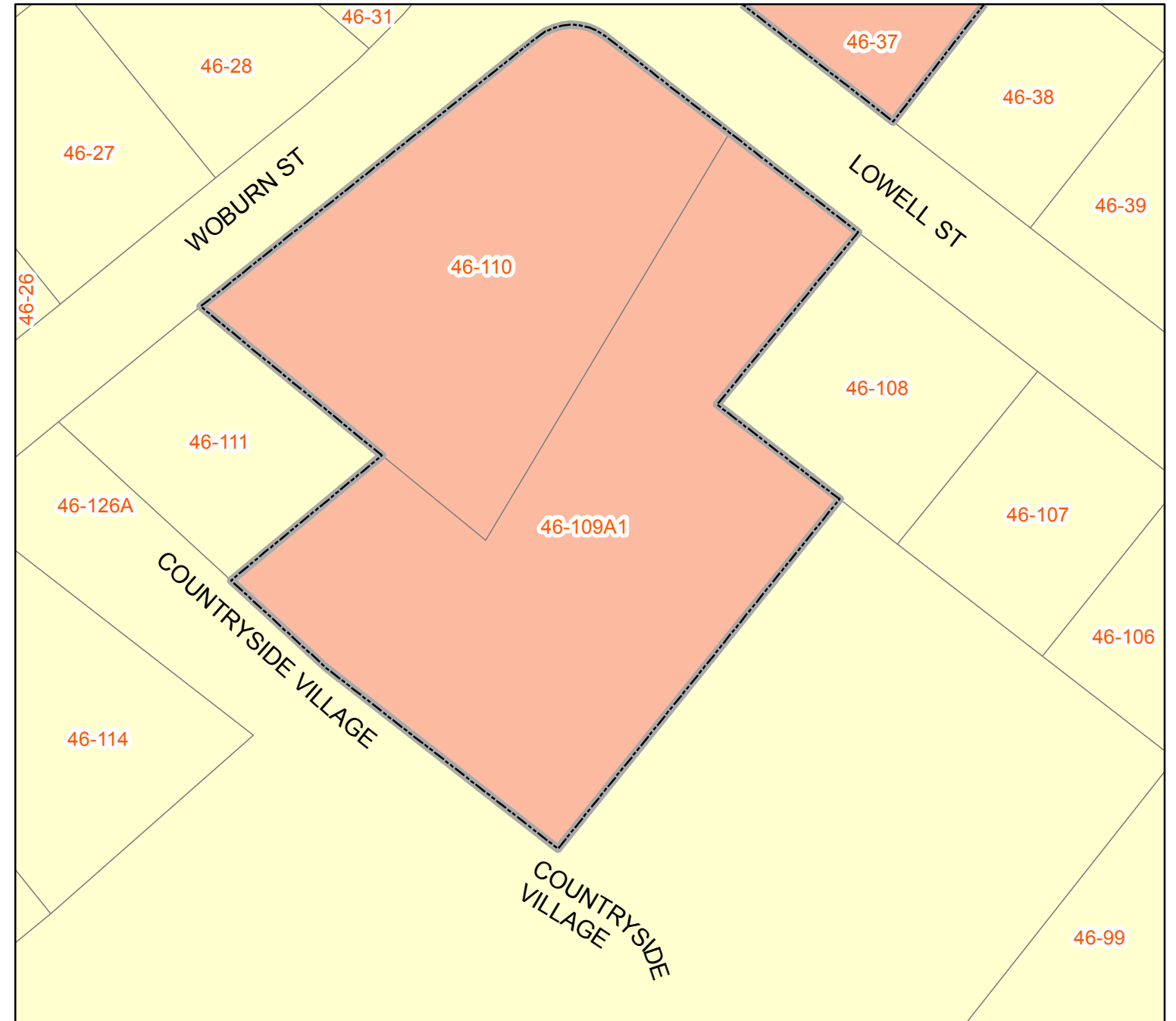
1 in = 80 ft

Lowell & Woburn (CRS)





Existing Zoning



Proposed Zoning



Proposed Zoning Districts

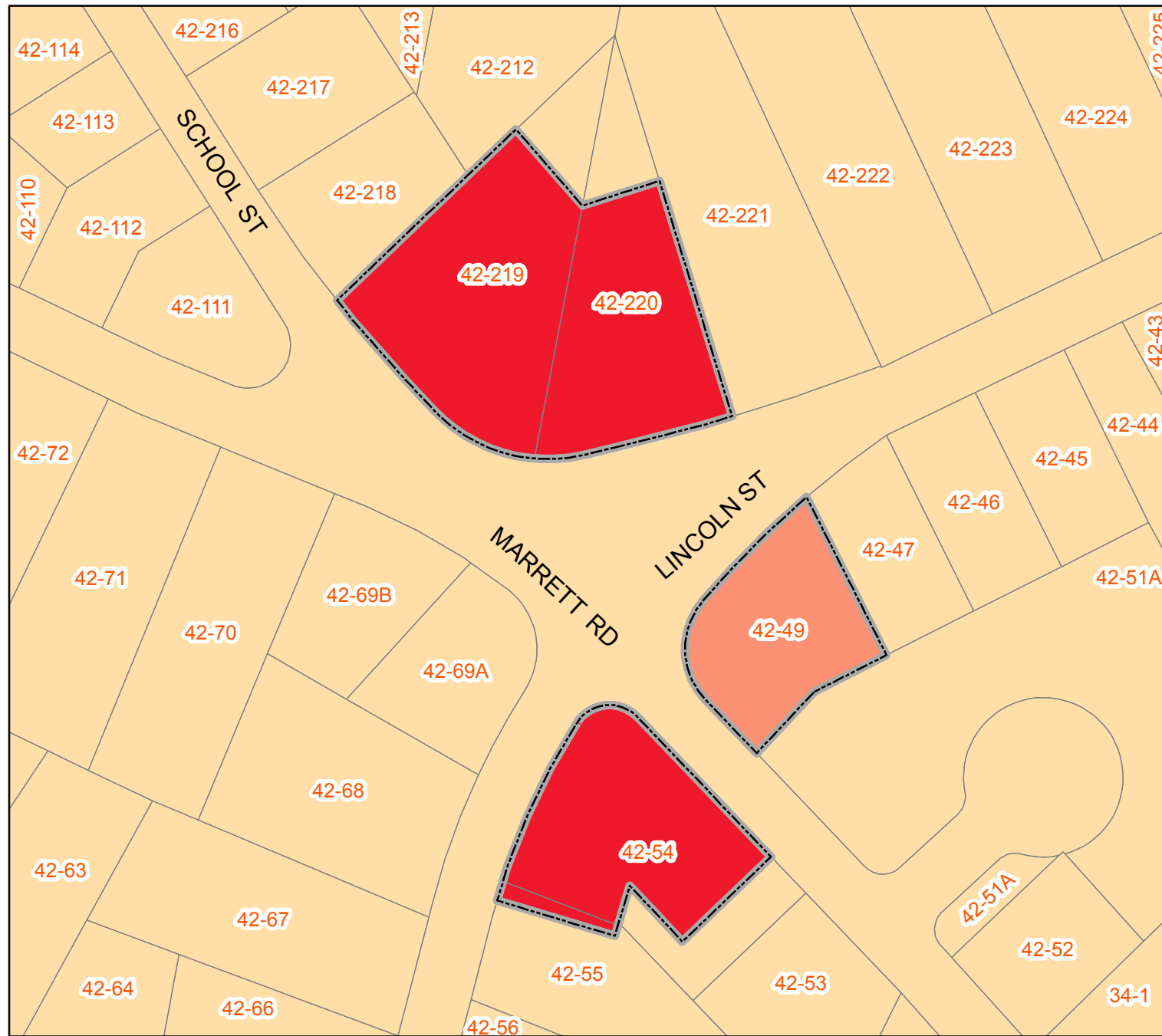
-  Proposed Zoning Districts
 -  RO - One Family Dwelling
 -  CRS - Retail Shopping
-  Parcels



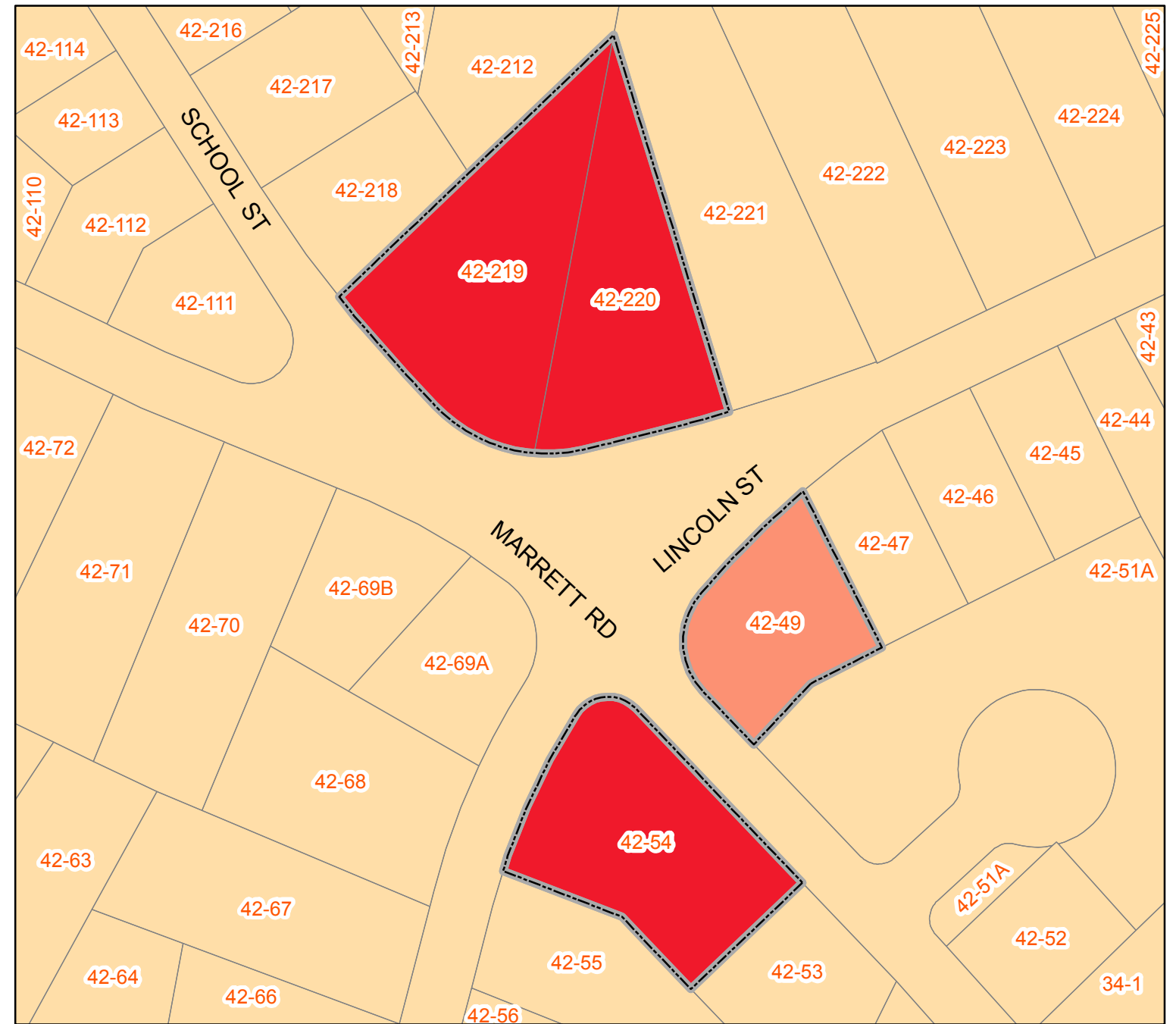
1 in = 80 ft

Marrett & Lincoln (CLO)





Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  District Outlines
-  RS - One Family Dwelling
-  CLO - Local Office
-  CS - Service Business

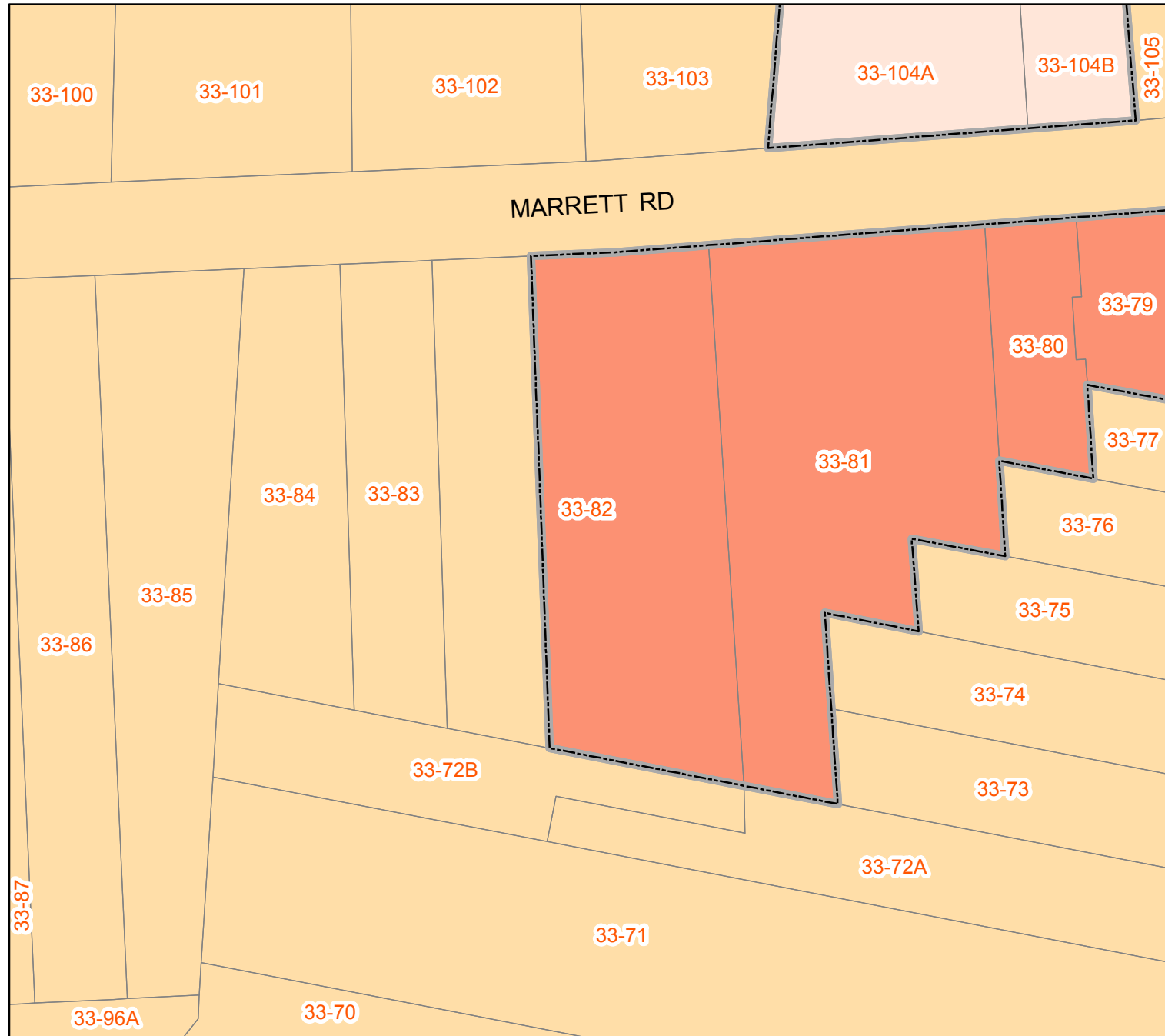
 Parcels



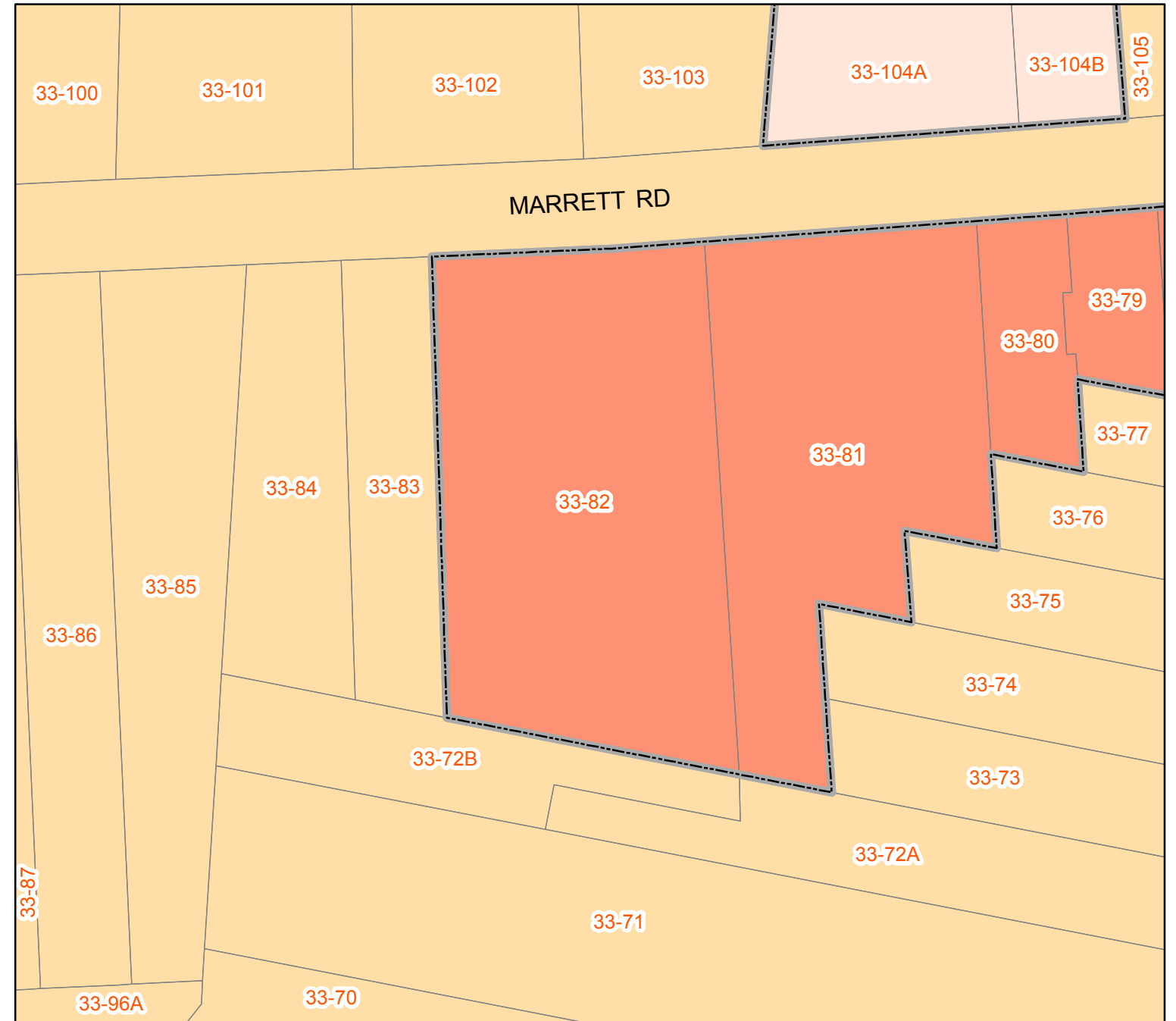
1 in = 120 ft

Marrett & Spring (CS)





Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  District Outlines
-  RS - One Family Dwelling
-  CN - Neighborhood Business
-  CS - Service Business

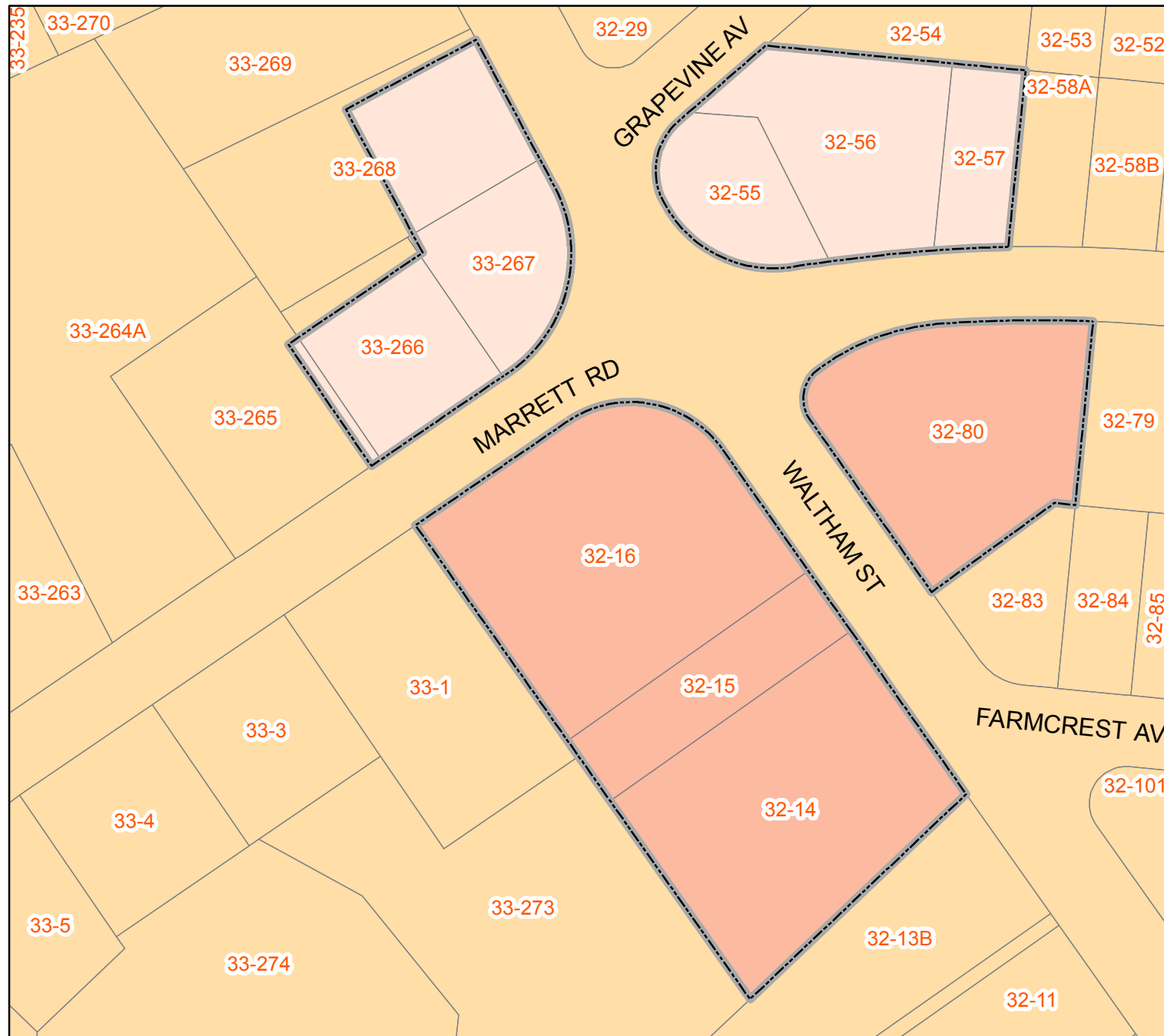
 Parcels



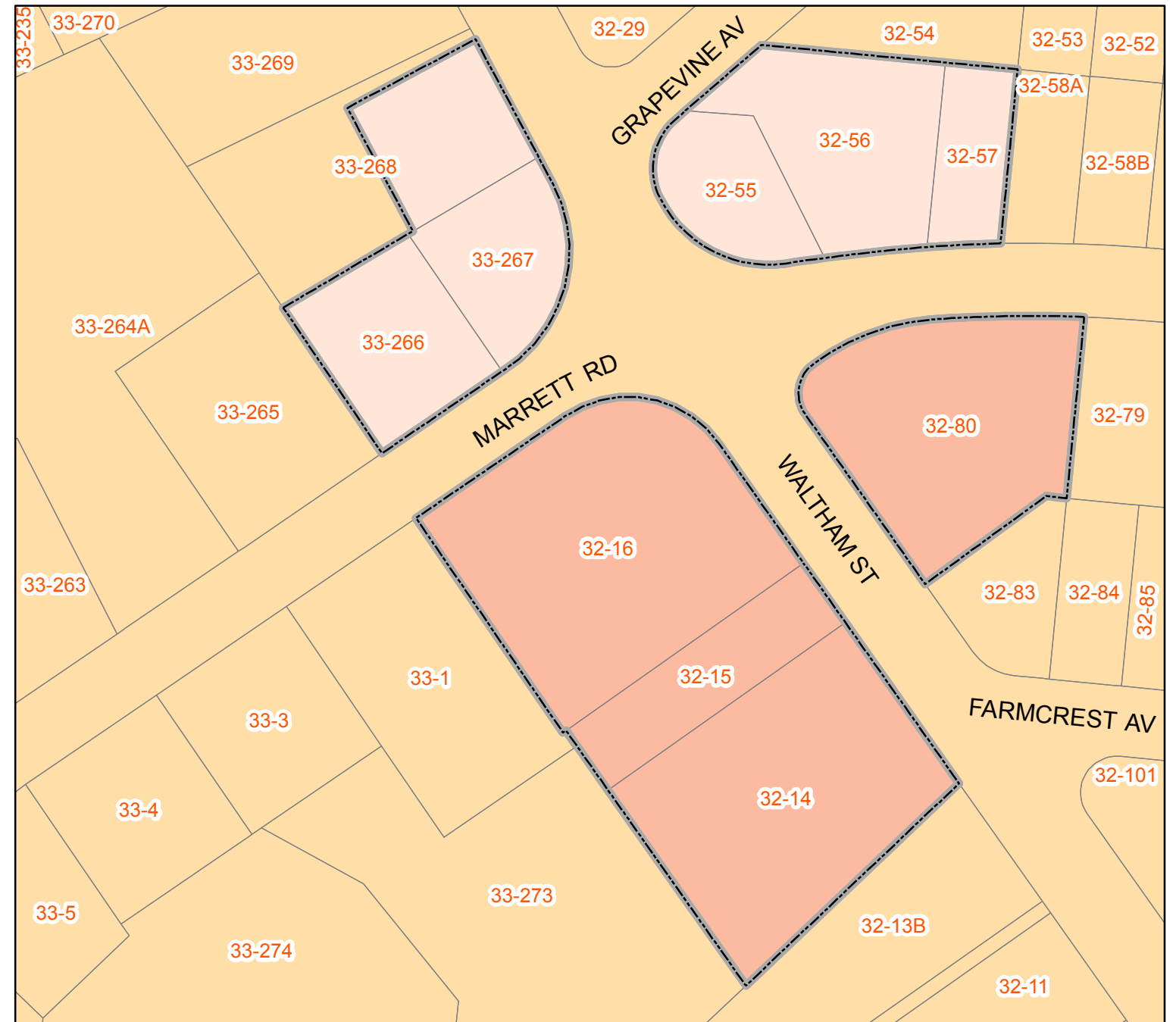
1 in = 80 ft

Waltham & Marrett (CN & CRS)





Existing Zoning



Proposed Zoning



Proposed Zoning Districts

-  Proposed Zoning Districts
-  RS - One Family Dwelling
-  CN - Neighborhood Business
-  CRS - Retail Shopping

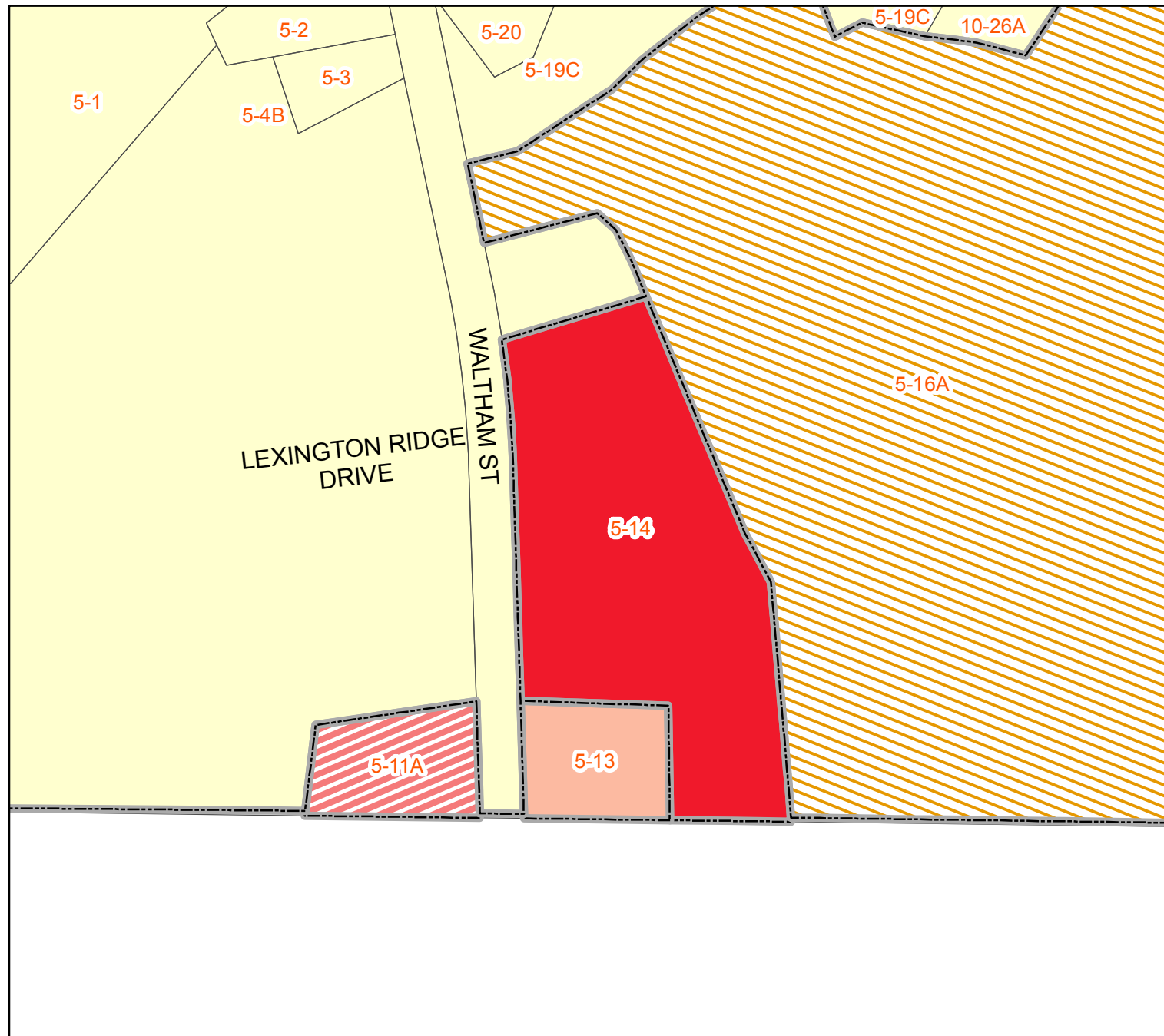
 Parcels



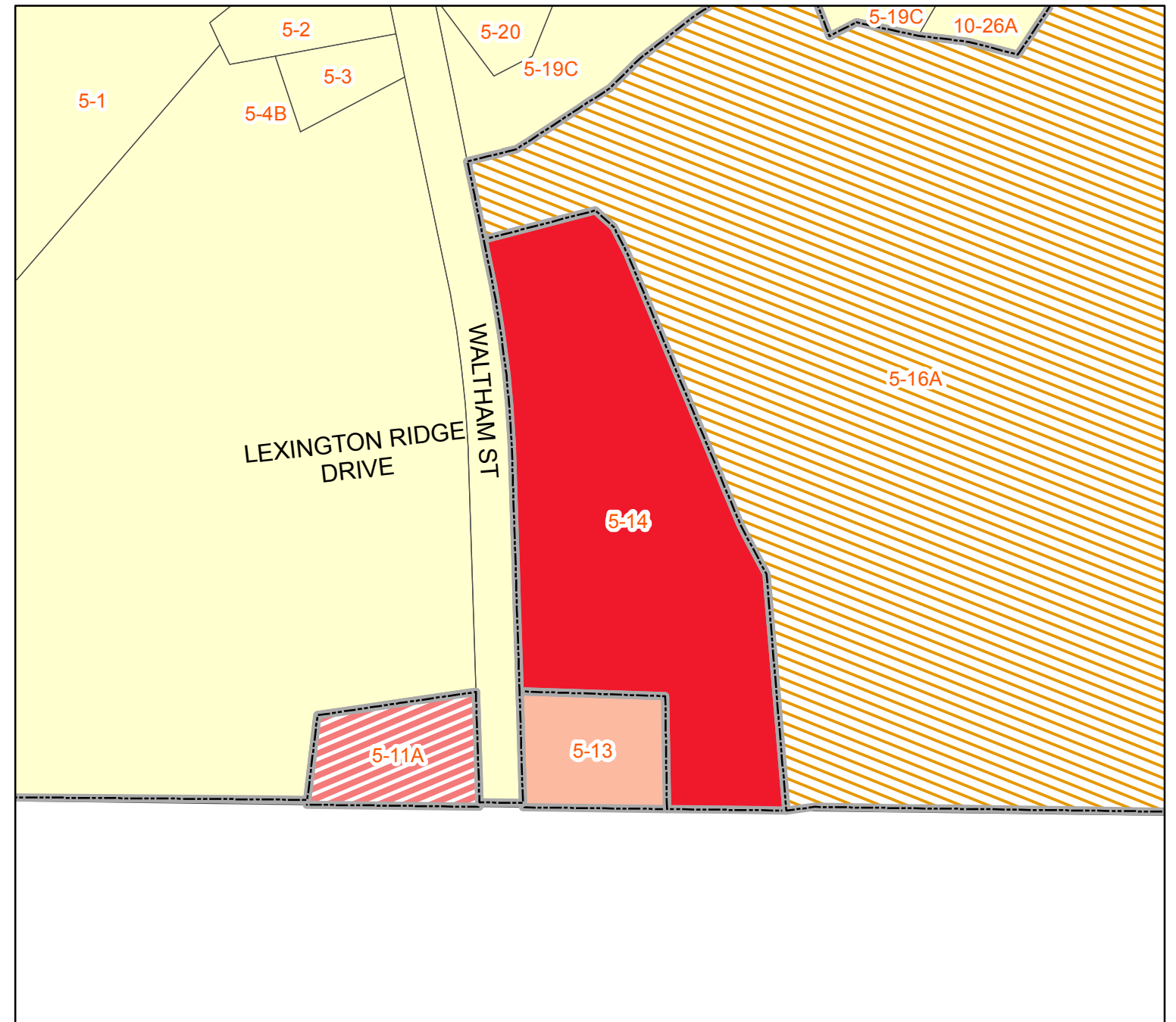
1 in = 100 ft

Waltham St. at the town line (CLO)

Existing Zoning

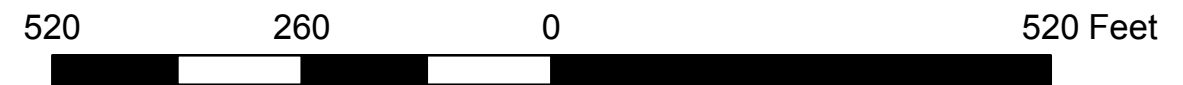


Proposed Zoning



Proposed Zoning Districts Parcels

- District Outline
- RO - One Family Dwelling
- CLO - Local Office
- CRS - Retail Shopping
- CD - Planned Commercial
- RD - Planned Residential



1 in = 200 ft

Lynne Pease

From: Carl Valente
Sent: Monday, March 16, 2015 4:57 PM
To: Lynne Pease; Joe Pato (joe@joepato.org); Michelle Ciccolo; Norman Cohen; Peter Kelley; Suzie Barry (suziebarrylex@gmail.com)
Subject: FW: Art. 41

FYI – This is fine with me.

Carl F. Valente
Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420
781 698-4545 (*new direct phone number as of March 2014*)
781 861-2921 (*fax*)

(When writing or responding please understand that the Secretary of State has determined that emails are a public record and, therefore, may not be kept confidential.)

From: Kevin D. Batt [mailto:kbatt@AndersonKreiger.com]
Sent: Monday, March 16, 2015 4:54 PM
To: Carl Valente
Cc: Mina Makarious; Bill Lahey
Subject: Art. 41

Having reviewed John Bartenstein's and Glenn Parker's emails on this article, I would not be opposed to indefinite postponement to have a more thorough review of language and options for the bylaw change.

I think that John's suggestion helps simplify the bylaw but also narrows it, so that it would only apply to 30B contracts. While he is fearful that the list of exemptions in the revised bylaw that I drafted would need updating with more exemptions each time unanticipated contracts came up, I would be fearful that all other non-30B contracts would need Town Meeting vote each year pursuant to G. L.c. 40, s. 4. So, maybe the best solution would be to have a few of the Town's legal minds take this on and bring a proposed amended bylaw back at the next best opportunity.

Kevin D. Batt
ANDERSON & KREIGER LLP
One Canal Park, Suite 200
Cambridge MA 02141
t: 617-621-6514
f: 617-621-6614

www.andersonkreiger.com

 Please consider the environment before printing this e-mail.

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AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: **PRESENTER:** **ITEM NUMBER:**
3/23/2015 Carl F. Valente, Town Manager I.4

AGENDA ITEM TITLE:

Conservation Commission Reappointment (5 min.)

SUMMARY:

Kevin Beuttell has been with the Conservation Commission since 2014. He is current with the Ethics Commission training.

RECOMMENDATION / SUGGESTED MOTION:

Move to approve Town Manager's reappointment of Kevin Beuttell as a member of the Conservation Commission.

FOLLOW-UP:

Town Manager's Office will send reappointment letter.

APPROXIMATE TIME ON AGENDA:

6:40 PM

ATTACHMENTS:

Description	Type
 Kevin Beuttell's Application	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

3/23/2015

PRESENTER:

Joe Pato

ITEM NUMBER:

C.1

AGENDA ITEM TITLE:

Approve Water and Sewer Commitments and Adjustments

SUMMARY:

To approve the attached water and sewer commitments.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Consent Agenda.

FOLLOW-UP:

Selectmen's Office

APPROXIMATE TIME ON AGENDA:

6:45 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Water and Sewer Commitments	Backup Material

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

March 23, 2015

STAFF:

William P. Hadley, Director

ITEM NUMBER:

Consent

Bring

SUBJECT:

Commitment of Water and Sewer charges.

EXECUTIVE SUMMARY:

Commitment of Water and Sewer Cycle 9 February 2015	\$ 264,673.64
Commitment of Water and Sewer Finals February 2015	\$ 1,659.04

FINANCIAL IMPACT:

Allows the reconciliation with the General Ledger.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Water and Sewer commitments as noted above.

STAFF FOLLOW-UP:

Revenue Officer



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2015
February 2015 Cycle 9 Billing

	CYCLE 9 February 2015	GRAND TOTALS
WATER	\$257,837.10	\$257,837.10
SEWER	\$1,841.40	\$1,841.40
FEE FOR BEDFORD	\$4,995.14	\$4,995.14
TOTAL:	<u>\$264,673.64</u>	<u>\$264,673.64</u>

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

Two hundred sixty-four thousand, six hundred seventy-three dollars and 64/00

And pay the same into the treasury of the Town of Lexington and to exercise the powers conferred by law in regard thereto.


DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN 3/23/15

Treasurer/Collector, Director Public Works, Water/Sewer Billing



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2015
FEBRUARY 2015 Final Water Bills

FINALS

GRAND TOTALS

WATER	\$827.14	\$827.14
SEWER	\$831.90	\$831.90
TOTAL:	\$1,659.04	\$1,659.04

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

One thousand, six hundred fifty-nine dollars and 04/00

And pay the same into the treasury of the Town of Lexington and to exercise the powers conferred by law in regard thereto.


DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN

3/23/2015

Treasurer/Collector, Director Public Works, Water/Sewer Billing

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

3/23/2015

PRESENTER:

Joe Pato

ITEM NUMBER:

C.2

AGENDA ITEM TITLE:

Vote to Layout Richmond Circle and Martingale Road as Public Ways

SUMMARY:

You are being asked to vote to layout Richmond Circle and Martingale Road as public ways.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Consent Agenda.

FOLLOW-UP:

Selectmen's Office

APPROXIMATE TIME ON AGENDA:

6:45 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Letter and Intent to Developer	Backup Material
<input type="checkbox"/> Layout for Richmond Circle and Martingale Road	Backup Material



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

JOSEPH N. PATO, CHAIRMAN
PETER C.J. KELLEY
NORMAN P. COHEN
MICHELLE L. CICCOLO
SUZANNE E. BARRY

TEL: (781) 698-4580
FAX: (781) 863-9468

March 12, 2015

Joe Gelormini
JMG Development, LLC
204 Cedar Street
Lexington, MA 02421

Dear Mr. Gelormini:

As set forth by Massachusetts General Laws Chapter 82, Section 22, the Town of Lexington is required to notify you of their intention to layout Martingale Road and Richmond Circle. The law states that the notification must be in a written form.

Please find enclosed the signed "Notice of Intention to Lay Out" for Martingale Road and Richmond Circle stating the Board of Selectmen's intent to accept the streets, which was voted at their March 9, 2015 meeting. No action is required on your behalf.

Very truly yours,

Lynne A. Pease
Executive Clerk

lap

Lexington, Massachusetts
March 9, 2015

Notice of Intention to Lay Out

Martingale Road and Richmond Circle

The Board of Selectmen hereby gives written notice that it intends to lay out as a town way:

Martingale Road from Freemont Street a distance of 850 feet, more or less, to Cedar Street and Richmond Circle from Martingale Road a distance of 170 feet, more or less, to end. This proposed town way is shown on a plan entitled "Street Acceptance Plan of Martingale Road and Richmond Circle, Lexington, Massachusetts, Scale: 1"= 40' dated October 14, 2014, Meridian Associates", which plan is on file in the Town Clerk's Office, Town Office Building.

The Board of Selectmen will meet in the Selectmen's Meeting Room, Town Office Building, Lexington, Massachusetts, on Monday, March 23, 2015 at ~~7:30~~ ^{6:00} P.M. for the purpose of making and establishing said extension and layout.

Joseph Z. Pato

John Kelley

Selectmen

Norman D. Cohen

of

Michael

Lexington

Suzanne O Barry

FOR REGISTRY OF DEEDS USE ONLY

I DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

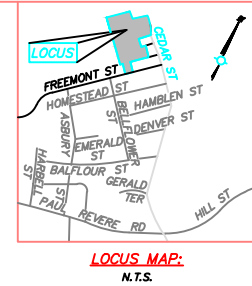
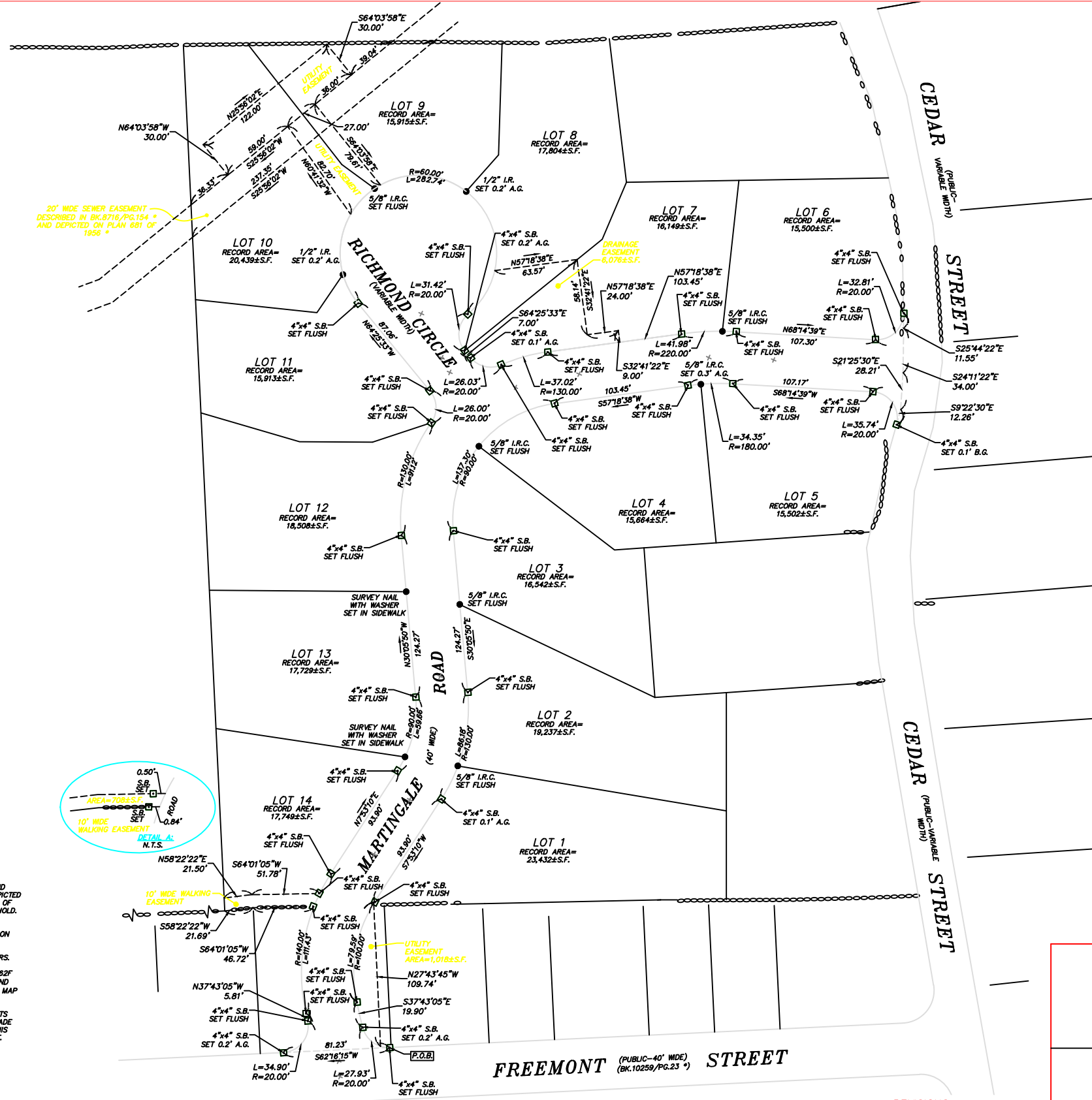
FOR MERIDIAN ASSOCIATES, INC. DATE

I DECLARE, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE PROPERTY LINES DEPICTED ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS DEPICTED ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW STREETS AND WAYS ARE DEPICTED. (MASS. GEN. LAWS, CHAP. 41, SECT. 81-X)

FOR MERIDIAN ASSOCIATES, INC. DATE

NOTES:

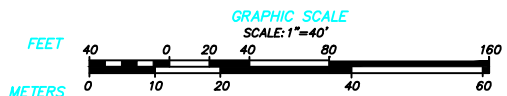
- 1. THE SOLE PURPOSE OF THIS PLAN IS TO DEPICT THE RIGHT OF WAY AND MONUMENTATION FOR MARTINGALE ROAD AND RICHMOND CIRCLE AS DEPICTED ON PLAN 789 OF 2006 RECORDED AT THE MIDDLESEX SOUTH REGISTRY OF DEEDS. THE METES AND BOUNDS DEPICTED ON THE SAID PLAN SHALL HOLD.
2. THE SITE DETAIL & SURFACE IMPROVEMENTS DEPICTED HEREON WERE OBTAINED FROM AN ON THE GROUND INSTRUMENT SURVEY CONDUCTED ON SEPTEMBER 17, 2014 BY MERIDIAN ASSOCIATES, INC.
3. THE SUBJECT PROPERTIES DEPICTED ARE LOCATED IN ZONING DISTRICT RS.
4. THE SUBJECT PROPERTIES ARE DEPICTED AS A PORTION OF LOTS 61B, 62F THRU 62N, & LOT 62P ON TOWN OF LEXINGTON ASSESSOR'S MAP 66 AND LOTS 62Q, 62E, 62P, 62Q & 62R ON TOWN OF LEXINGTON ASSESSOR'S MAP 58.
5. THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.



THESE CADD DOCUMENTS ARE RECORDED ON, OR CAN BE TRANSMITTED AS, ELECTRONIC MEDIA. THEY THEREFORE MAYBE SUBJECT TO UNDETECTABLE ALTERATION OR ERASURE, EITHER INTENTIONAL OR UNINTENTIONAL, DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION. ACCORDINGLY, MERIDIAN ASSOCIATES, INC. SHALL NOT BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES, OR COST ARISING OUT OF ANY SUCH ALTERATION OR UNAUTHORIZED RE-USE OR MODIFICATION OF THESE CADD DOCUMENTS. MERIDIAN ASSOCIATES, INC. WILL BE ENTITLED TO FURTHER COMPENSATION FOR ANY FUTURE USE OF THE INFORMATION REPRESENTED ON THIS DOCUMENT BEYOND ITS IMMEDIATE PURPOSE.

- LEGEND
STONE WALL
STONE BOUND WITH DRILLHOLE
CAPPED IRON ROD
I.R.C. CAPPED IRON ROD
I.R. IRON ROD
S.B. STONE BOUND
L. LENGTH
R. RADIUS
A.G. ABOVE GRADE
B.G. BELOW GRADE
S.F. SQUARE FEET
P.O.B. POINT OF BEGINNING

APPLICANT: JMG DEVELOPMENT, LLC, 204 CEDAR ROAD, LEXINGTON, MA 02421
PLAN REFERENCE: PLAN No. 789 OF 2006
* DENOTES DOCUMENTS RECORDED AT THE MIDDLESEX SOUTH REGISTRY OF DEEDS.



MARTINGALE ROAD & RICHMOND CIRCLE
STREET ACCEPTANCE PLAN
LOCATED IN LEXINGTON, MASSACHUSETTS (MIDDLESEX COUNTY)

PREPARED FOR JMG DEVELOPMENT, LLC
SCALE: 1" = 40' DATE: OCTOBER 14, 2014

MERIDIAN ASSOCIATES
69 MILK STREET, SUITE 302, WESTBOROUGH, MASSACHUSETTS 01581
TELEPHONE: (978) 299-0447, TELEPHONE: (508) 871-7030
WWW.MERIDIANASSOC.COM

Table with 5 columns: NO., DATE, DESCRIPTION, BY, CHK'D. Row 1: 1, 3/3/15, REVISE PER TOWN ENGINEERING DEPARTMENT COMMENTS, MAC, KED

DWG. No. 4512-STREET ACCEPTANCE

SHEET No. 1 OF 1 PROJECT No. 4512

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

3/23/2015

PRESENTER:

Joe Pato

ITEM NUMBER:

C.3

AGENDA ITEM TITLE:

Bike Walk 'N Bus Week

SUMMARY:

The Bicycle Advisory Committee has asked you to sign a proclamation that proclaims May 8 to 17, 2015 as Lexington Bike Walk'N Bus Week.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Consent Agenda.

FOLLOW-UP:

Selectmen's Office

APPROXIMATE TIME ON AGENDA:

6:45 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Bike Walk 'N Bus Week Proclamation	Backup Material

PROCLAMATION

- Whereas:*** Lexington is fortunate to have walking, bicycling, and mass transit resources as alternatives to single occupancy vehicles;

- Whereas:*** Encouraging alternative transportation options among all age groups will result in a reduction of CO2 emissions as well as improvements in health;

- Whereas:*** Encouraging school bus ridership will result in safer transport of students and a reduction in the number of idling cars during the school commute;

- Whereas:*** Children who walk and bike to school have higher physical activity levels throughout the day, helping to prevent childhood obesity and reduce stress;

- Whereas:*** Encouraging walking, bicycling and taking mass transit to Lexington Center will alleviate parking problems;

- Whereas:*** The 2003 Transportation Element of Lexington’s Comprehensive Plan states that: “transportation alternatives ... can improve the quality of life by reducing vehicular trips ... [and] that traffic difficulties do nothing to improve the community’s well being, benefiting neither the environment, the economy, public safety, family life or efficiency of people circulation.”; and

- Whereas:*** The Planning and Human Services Departments, the Bicycle Advisory Committee, the Friends of Lexington Bikeways, the Greenways Corridor Committee, the Transportation Advisory Committee, the Sidewalk/Safe Routes to School Committees, as well as other partners, are planning activities to celebrate safe, sustainable, and healthy walking, bicycling, and transit options during May 8 through 17, with the purpose of declaring “What a Glorious Morning to Leave My Car at Home!”

NOW, THEREFORE, WE, THE BOARD OF SELECTMEN of the Town of Lexington, Massachusetts, do hereby proclaim May 8 through 17, 2015 as:

LEXINGTON BIKE WALK ‘N BUS WEEK

in the Town of Lexington. We urge all citizens to take the opportunity during this period to walk, bicycle, or take the bus instead of driving alone to get to work, to school, or to run an errand.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

3/23/2015

PRESENTER:

ITEM NUMBER:

AGENDA ITEM TITLE:

Next Meeting

SUMMARY:

RECOMMENDATION / SUGGESTED MOTION:

FOLLOW-UP:

APPROXIMATE TIME ON AGENDA: