

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

**RIGHT OF ENTRY
RAILROAD PROPERTY - LOWELL SECONDARY TRACK**

**By and Between the Towns of
Acton, Carlisle, Concord and Westford, Massachusetts
and the Massachusetts Department of Transportation**

In consideration of the terms, conditions, indemnifications and other good and valuable consideration hereinafter set forth, the **Massachusetts Department of Transportation**, pursuant to Chapter 6A, Section 19 and Chapter 161C, Section 6(c)-(d) of the Massachusetts General Laws (hereinafter referred to as "**MassDOT**" or "**Licensor**"), and having its office at Ten Park Plaza, Room 4160, Boston, Massachusetts, 02116-3969, hereby grants permission to the **Town of Acton** (hereinafter referred to as "**ACTON**", a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720; the **Town of Carlisle** (hereinafter referred to as "**CARLISLE**"), a Massachusetts municipal corporation with a principal place of business at 66 Westford Street, Carlisle, MA 01741; the **Town of Westford**, (hereinafter referred to as "**WESTFORD**"), a Massachusetts municipal corporation with a principal place of business at 55 Main Street, Westford, MA 01886; and the **Town of Concord**, (hereinafter referred to as "**CONCORD**"), a Massachusetts municipal corporation with a principal place of business at 22 Monument Square, Concord, MA 01742; each of the four TOWNS acting by and through its Board of Selectmen or its duly authorized contracting agent, with no personal liability to the aforementioned public officials (all four Towns collectively referred to as the "**the Towns**"), its agents, employees, invitees and contractors (hereinafter "**Licensee(s)**"), to enter upon or about a certain portion of the right-of-way of the Licensor known as the Lowell Secondary Track as described below.

The Towns are endeavoring collectively to create a multi-modal bike and pedestrian trail along the right of way of the Lowell Secondary Track traversing through all four municipalities and have entered into an Inter-Municipal Agreement date July 28, 2009 designating the Town of Acton as the lead community, as described herein and attached as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree as follows:

Licensee(s):	The Towns
Licensee Address:	Town Hall 472 Main Street, Acton, MA 01720
Contact Person:	Roland Bartl Planning Director Town of Acton

472 Main Street
Acton, MA 01720
rbartl@acton-ma-gov
978-929-6631

Permitted Uses/Purposes: To allow the Towns and their respective agents, employees, servants, contractors, and invitees (hereinafter "Licensee(s)") to access the right-of-way to conduct design related activities, field surveys, and field reconnaissance and evaluation of the right-of-way for the proposed Phase II of the Bruce Freeman Rail Trail.

The Properties: The properties subject to this License for Entry are described as follows and shown on the plans attached hereto as Exhibit B (collectively, the "Property"):

(1) Acton, MA beginning at the Acton-Concord town line at STA 671+50± on Valuation Section 7.40 Map 13; running from there first in a northerly and then in a northeasterly direction for approximately 4.64 miles, as shown on the right-of-way and track maps numbered Valuation Section 7.40 Maps 13, 14, 15, and 16, and Valuation Section 7.41 Maps 17 and 18; and ending at the Acton-Carlisle town line at STA 916+50± on Valuation Section 7.41 Map 18; all within the Town of Acton, Massachusetts.

(2) Concord, MA, from the approximate location of the line between the Town of Sudbury and the Town of Concord (at approximately Valuation Station 480.90, Mile Post 9.11 of the Lowell Secondary Line) to the approximate location of the line between the Town of Concord and the Town of Acton (at approximately Valuation Station 671.50, Mile Post 12.72 of the Lowell Secondary Line), all within the Town of Concord, Massachusetts.

(3) Carlisle, MA, from the town line between Acton and Carlisle, Massachusetts at approximately Valuation Station 916+50+/- to the town line between Carlisle and Westford, Massachusetts at approximately Valuation Station 924+70+/- all within the Town of Carlisle, Massachusetts.

(4) Westford, MA, beginning at approximately the Acton/ Carlisle/Westford town lines at approximately Valuation Station 924+00± on Valuation Section 7.41 Map 18 running from a northeasterly direction and ending at the Westford-Chelmsford town line; all within the Town of Westford, Massachusetts.

Term: Six months

Commencement Date: March 22, 2012

Expiration Date: August 31, 2012

Fee:

Waived

The permission granted herein shall be for the above named uses/purposes only, and for no other uses or purposes. If Licensee fails to so limit its use of the Property, the permission and privilege hereby granted shall immediately cease and Licensee and its agents, employees, invitees and contractors shall immediately leave the Property.

The permission granted herein is subject to cancellation at any time.

Licensee may not assign or transfer this Right of Entry or any of the rights, privileges and/or obligations contained herein.

Licensee's exercise of the right to entry herein granted is subject to such rules, regulations, restrictions and conditions as the Licensor may from time to time impose, including the summary revocation of this Right of Entry.

Licensee agrees and acknowledges that it accepts the Property and abutting Licensor property in its present "as-is" condition, including, without limitation, subsurface conditions, existing structures or improvements thereon and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or by law, on the part of Licensor and without recourse to Licensor. Therefore, Licensee hereby releases Licensor from any and all liability for damages to property or injuries (including death) to persons that occur as a result of Licensee or its agents, employees, invitees or contractors being on the Property or abutting Licensor property unless such liability arises because of the gross negligence or willful misconduct of Licensor. Licensee shall obtain a written release of liability similar to the one in this paragraph in favor of Licensor from each of Licensee's consultants and contractors before they enter onto the Property.

In addition, to the extent permitted by law, Licensee covenants and agrees to, and shall at all times indemnify, defend (at the option of Licensor), protect and save harmless Licensor and its respective members or directors, officers and employees from and against all costs and expenses resulting from any and all losses, liabilities, damages, detriments, suits, causes of action, claims, demands, costs and charges (including, without limitation, reasonable attorneys' fees, engineering fees and other consultants' fees) which Licensor may directly or indirectly suffer, sustain or be subjected to by reason of or arising out of the presence on the Property or Licensor's abutting property of Licensee or any of its agents, employees, invitees or contractors, whether attributable to the fault, failure or negligence of Licensor or otherwise unless such liability arises because of the gross negligence or willful misconduct of Licensor.

In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, to the extent permitted by law, Licensee shall indemnify, defend (at the option of Licensor) and save Licensor harmless from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of Licensee or of an employee of Licensee's contractors or consultants; except if the "Claim" arose

because of Licensor's grossly negligent or willful misconduct. Licensor and Licensee acknowledge and agree that it shall not be negligent to allow access to the Property in substantially the condition it was in when Licensee inspected the Property before accepting this License.

As to any claim or occurrence, the obligations of defense and indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the portion of the Property located in Acton and the acts or omissions of Acton or its respective agents, employees, servants, contractors, and invitees; Concord's obligations shall be limited to the portion of the Property located in Concord and the acts or omissions of Concord or its respective agents, employees, servants, contractors, and invitees; Carlisle's obligations shall be limited to the portion of the Property located in Carlisle and the acts or omissions of Carlisle or its respective agents, employees, servants, contractors, and invitees; and Westford's obligations shall be limited to the portion of the Property located in Westford and the acts or omissions of Westford or its respective agents, employees, servants, contractors, and invitees. The express obligations of indemnification set forth above shall not be construed to negate or abridge any other obligation or indemnification running to Licensor that would exist at common law or under any other provision of this License, and the extent of the obligations of indemnification shall not be limited by any provision of insurance undertaken in accordance with this License. The obligation to defend and indemnify the Licensor shall survive any termination or expiration of this License.

Before entering onto the Property, Licensee shall furnish to Licensor a signed copy of the following policies of insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance with combined limits for bodily injury and property damage liability of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall be written on an occurrence basis (rather than a claims made basis) and shall name Licensor as an additional insured. Each of Licensee's contractors and consultants shall have similar policies covering their employees.

(b) Umbrella Liability Insurance

Umbrella General Liability Insurance with limits of not less than \$5,000,000. Such insurance shall be written on an occurrence basis (rather than a claims made basis) and shall name Licensor as an additional insured. Each of Licensee's contractors and consultants shall have similar policies covering their employees.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles of Licensee and its employees, officers and invitees that are used in the activities permitted hereunder. Such insurance shall be written on a per accident basis and shall name Licensor as an additional insured. Each of Licensee's contractors and consultants shall have similar policies covering their employees.

(d) Workers Compensation Insurance

Licensee shall maintain Workers Compensation Insurance insuring all persons employed by Licensee in connection with any work done on or about the Property, with respect to which claims for death or bodily injury could be asserted against Licensor, or the Property, with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. Each of Licensee's contractors and consultants shall have similar policies covering their employees.

All insurance required above shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better. All policies of insurance required to be carried by Licensee hereunder shall include a clause or endorsement denying to the insurer rights by way of subrogation against Licensor. Each policy or certificate issued by an insurer shall contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least sixty (60) days prior written notice to Licensee.

In addition, before allowing anyone on the property of Licensor, Licensee shall require all persons desiring to enter onto the Property pursuant to this Right of Entry to sign a release of all rights against Licensor, which release shall be in the form attached hereto as Exhibit C (the "Release" and shall notify all such persons of the fact that Licensee is indemnifying Licensor.

Licensee's exercise of the rights herein granted shall be accomplished under such general conditions, including access to the site, as will be satisfactory to Licensor and as will not unreasonably interfere with the proper and safe use of Licensor's property by Licensor.

All costs and expenses in connection with the Licensee's exercise of the rights granted herein shall be borne by Licensee, and, in the event of work being performed or material furnished by Licensor pursuant to this Right of Entry, Licensee agrees to pay Licensor for all material, labor and overhead charges incurred in connection with such work. Licensee agrees to pay such costs within thirty (30) days of the presentation of invoices therefore by Licensor.

Licensee shall notify Licensor of Licensee's intention to enter upon the Property no later than twenty four (24) hours prior to such entry, and shall likewise notify Licensor within twenty-four (24) hours after its departure there from. Such notification shall be provided to Licensor's Manager of Railroad Properties via written notification delivered to Licensor's offices at:

MassDOT
Rail and Transit Division
10 Park Plaza, Room 4160
Boston, MA 02116
Attention: Manager of Railroad Properties, via email at:
Chalita.Belfield@state.ma.us or via Facsimile at: 617-973-7899

Licensee hereby acknowledges and confirms that the person executing this Right of Entry is authorized to bind Licensee to the terms hereof.

Executed this 22nd day of March, 2012

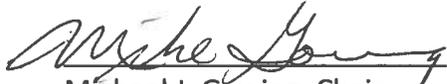
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

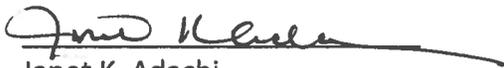
By: Stephanie L. Neal-Johnson
Richard A. Davey, Secretary & CEO

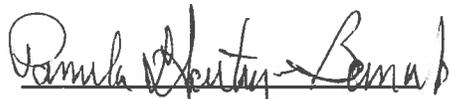
TOWN OF ACTON

By its Board of Selectmen:

DATE: 2/27/12


Michael J. Gowing, Chair


Janet K. Adachi

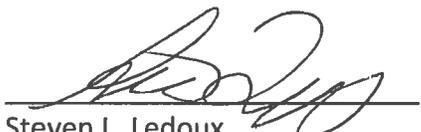

Pamela A. Harting Barrat


John Sonner

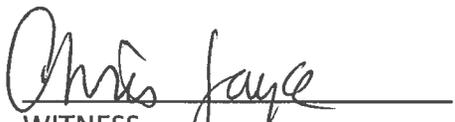

David Clough

Or

By its Town Manager:


Steven L. Ledoux

DATE: 2/27/12


WITNESS

TOWN OF ACTON

By its Board of Selectmen:

DATE: _____

Michael J. Gowing, Chair

Janet K. Adachi

Pamela A. Harting-Barrat

John Sonner

David Clough

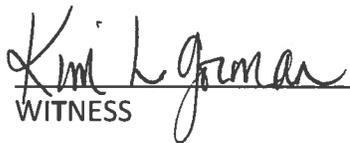
Or

By its Town Manager:



Steven L. Ledoux

DATE: 12/15/11



WITNESS

TOWN OF CARLISLE

By its Board of Selectmen:

Douglas A. G. Stevenson
Douglas A. G. Stevenson, Chair

DATE: Jan. 10, 2012

John D. Williams
John D. Williams

John Gorecki
John Gorecki

Peter Scavongelli
Peter Scavongelli

Timothy F. Hult
Timothy F. Hult

Or

By its Town Administrator:

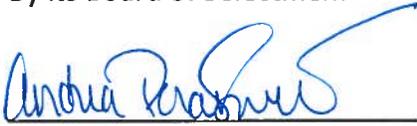
Timothy D. Goddard
Timothy D. Goddard

DATE: 1/10/12

Timothy D. Goddard
WITNESS

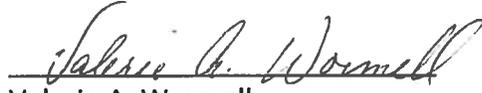
TOWN OF WESTFORD

By its Board of Selectmen:



Andrea Peraner-Sweet, Chair

DATE: 12/27/11



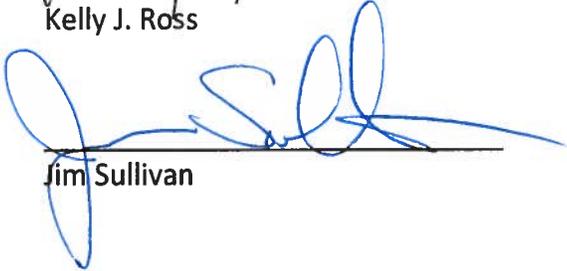
Valerie A. Wormell



Robert S. Jefferies



Kelly J. Ross



Jim Sullivan

Or

By its Town Manager:

Jodi Ross

DATE: _____

 12/27/11

WITNESS

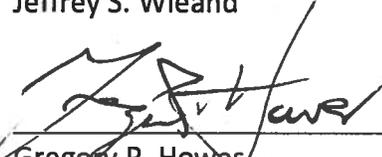
TOWN OF CONCORD

By its Board of Selectmen:

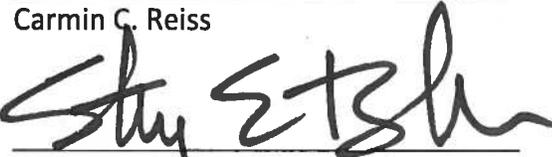

Elise F. Woodward, Chair

DATE: 02.27.2012


Jeffrey S. Wieand


Gregory P. Howes


Carmin C. Reiss


Stanly E. Black

Or

By its Town Manager:

Christopher Whelan

DATE: _____


WITNESS

TOWN OF CONCORD

By its Board of Selectmen:

Elise F. Woodward, Chair

Jeffrey S. Wieand

Gregory P. Howes

Carmin C. Reiss

Stanley E. Black

Or

By its Town Manager:



Christopher Whelan


WITNESS

DATE: _____

DATE: 1/11/12

EXHIBIT A

Inter-Municipal Agreement

INTER-MUNICIPAL AGREEMENT

for advancement of

Bruce Freeman Rail Trail (Phase 2A & 2C)

By and Between the:

TOWN OF ACTON,

TOWN OF CARLISLE,

TOWN OF WESTFORD

and TOWN OF CONCORD

THIS AGREEMENT, made and entered into this 28th day of July, 2009, and executed in quadruplicate (each executed copy constituting an original) by and among the Town of Acton (hereinafter referred to as "ACTON"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720; the Town of Carlisle (hereinafter referred to as "CARLISLE"), a Massachusetts municipal corporation with a principal place of business at 66 Westford Street, Carlisle, MA 01741; the Town of Westford, (hereinafter referred to as "WESTFORD"), a Massachusetts municipal corporation with a principal place of business at 55 Main Street, Westford, MA 01886; and the Town of Concord, (hereinafter referred to as "CONCORD"), a municipal corporation with a principal place of business at 22 Monument Square Concord, MA 01742; each of the four TOWNS acting by and through its Board of Selectman or its duly authorized contracting agent, with no personal liability to the aforementioned public officials (all four Towns collectively referred to as "TOWNS").

RECITALS

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the Chief Executive Officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and

WHEREAS, said Chapter 40, Section 4A, as amended, sets forth requirements for and parameters of such “inter-municipal agreements”; and

WHEREAS, the TOWNS are endeavoring collectively to create a multi-modal bike and pedestrian trail substantially along a former Railroad Right of Way (ROW), owned by the Commonwealth of Massachusetts and under the purview of the Executive Office of Transportation, known locally as the Bruce Freeman Rail Trail (Phases 2A and 2C), traversing through all four municipalities (the “Project”); and

WHEREAS, the four (4) TOWNS in this Agreement (hereinafter referred to as “Agreement”) have each authorized participation in the Agreement; and

WHEREAS, each of the TOWNS has funded, contracted for and completed the 25% design of Phase 2A and Phase 2C of the Bruce Freeman Rail Trail with one design completed for Acton, Carlisle and Westford and another design for Concord, and that the design criteria established in each of these designs shall be honored by each of the TOWNS; it is not the purpose of this Agreement that the lead community is authorized to

make interpretations or decisions relative to the design and construction of the rail trail project in the other TOWNS without the input of the TOWN'S Representatives; and

WHEREAS, the TOWNS have applied or will apply collaboratively for Local, State and/or Federal funding to permit the acquisition of the ROW or easements, advancement of design, and construction of the trail; and

WHEREAS, the TOWNS agree that they will designate ACTON to be the first lead TOWN to streamline the administration of the project;

NOW, THEREFORE, the TOWNS in consideration of the above, and the mutual benefits to be derived by the parties hereto, pursuant to the authority contained in M.G.L. Chapter 40, Section 4A, as amended, do hereby mutually agree as follows:

ARTICLE 1- ORGANIZATION

1.1 DESIGNATION OF LEAD COMMUNITY AND TOWN REPRESENTATIVES

The TOWNS shall each designate one "Representative" to be the liaison between the Project and each TOWN and to handle the general day-to-day affairs of the Project.

ACTON shall be designated the first "lead community" for each and every grant application to be submitted and contract to be entered into by the TOWNS, pursuant to this Agreement. The "lead community" shall act as contracting authority for contracts. Contract related correspondence and documents should be directed to the lead community contact address below. It is not inconsistent with this Agreement, however, that a different TOWN may be designated to serve as "lead community" for future Project related contracts, if determined to be in the best interest of the TOWNS. All future grant applications for the Project shall designate a "lead community" at time of

execution of a new application, if other than ACTON, for the particular contract which shall result from said grant or other funding; and any agreements made by and between the TOWNS, during the process of the funding submission, shall be clearly detailed as to scope and budget and appended to this AGREEMENT as future EXHIBITS.

As long as ACTON remains the lead community under this Agreement, all official reports, correspondence, invoices and other communications are to be directed to and/or through the ACTON Representative here indicated:

Roland Bartl, Planning Director
Town of Acton, Town Hall
472 Main Street
Acton, MA 01720
Telephone: (978) 264-9636, Facsimile: (978) 264-9630
Email: planning@acton-ma.gov

1.2 ACCESS TO RECORDS:

The lead community, shall keep a written, permanent record of its official proceedings, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the TOWNS and by auditors so designated by the Commonwealth.

1.3 CONTRACTS:

In accordance with Chapter 7, Section 22B of the General Laws, the lead community may enter into and/or cause to be entered into contracts for professional and other services as is necessary to further advance the purpose of the Project provided that, for any contract requiring a municipal appropriation, final approval must first be obtained from the participating TOWNS, and further provided that the design plans for the Project have been accepted by the Selectmen of the affected TOWNS. As of the effective date of

this Agreement, the TOWNS have submitted grant applications, plans, and other collaborative proposals, as identified in Exhibit A to the Agreement.

1.4 TIME LINE:

A project “time line” will be created by the lead community and may be amended from time to time, as needed. The “time line” is intended to serve as a guide to the individual TOWNS for planning of any local approvals that may be required to advance the Project. Once completed, said “time line” and any future modifications shall be presented to the Boards of Selectmen for each of the TOWNS’ approval.

ARTICLE 2- FINANCIAL ARRANGMENTS

2.1 APPORTIONMENT OF COSTS

Individual TOWNS shall, at their sole discretion, determine their level of participation, if any, in future Project grants or other funding. All future grant applications and other projects requiring financial contributions by participating TOWNS, made and duly authorized by the respective TOWN, shall be honored throughout the completion of that phase of the project. It is also agreed that the individual community costs, incurred outside of the scope of this Agreement, specific to the needs of any one particular TOWN, will be borne solely by that TOWN.

The TOWNS agree that an amendment to this agreement or a new agreement shall be prepared in the event that not all of the anticipated funding is available for the design and construction of the rail trail project.

2.2 CHANGE ORDERS:

Based on the nature of the work to be undertaken and the unknowns of the ROW acquisition, design, and development process, the TOWNS acknowledge that it is conceivable that less work and/or work beyond the envisioned scopes of work identified in the 25% design plan may have to be undertaken in deviation of initially established budget project outlines. No change order associated with any contract made hereunder will be effective without the written approval of all Representatives of each of the TOWNS. The Representatives of the TOWNS shall be responsible to evaluate any proposed changes and make recommendations to the respective TOWNS for final approval and agree on ways to proceed. Any change proposed or agreed to by the TOWN Representative which shall require an alteration to a TOWN'S financial contribution shall also require written approval, prior to the execution of said change, by the duly authorized contracting authority of the affected TOWN. Change orders pertaining to non-substantive matters that will not impact financial obligations may be approved by the Representatives of the TOWNS in their discretion. It is understood that the individual TOWN Representatives may need to seek advance approval for their actions.

2.3 ADMINISTRATIVE COSTS:

It is agreed that the individual community costs, such as administration and legal expenses, incurred outside of the scope of this Agreement, specific to the needs of any one particular TOWN, will be borne solely by that TOWN.

2.4 JOINT ADMINISTRATION FUND

Each TOWN shall, within sixty (60) days following the signature of this agreement, contribute to the Joint Administration Fund as set forth in the table below.

These funds will be held in an escrow account established and managed by the lead community as a reserve fund. The monies in this fund will be reserved solely for use covering administration costs as well as unforeseen extraordinary expenses. Such costs include, but are not limited to, document preparations, displays, presentations, copying, printing, and mailings related to the preparation of grant and funding applications, reports, public meetings, meetings with State and Federal officials.

Following the initial payment, the TOWNS shall contribute a \$5000 annual service fee, payable into the reserve fund on the first of January of each year of the Agreement. A TOWN's share of the mileage of the Project shall determine the portion of the service fee it must contribute. As currently structured, this breaks down as follows:

Name of Town	Percentage of Total Mileage of Project located within Town	Yearly Fee (\$5000 annual fee x percentage of mileage)
Westford	2%	\$100
Carlisle	2%	\$100
Acton	57%	\$2,850
Concord	39%	\$1,950

If the Administration Fund has a positive balance on the first of January of any given year, the TOWNS shall only be responsible to replenish the fund with the portion of their share needed to bring the balance back up to \$5000. The lead community will be exempt from the obligation of paying the fee, but each TOWN shall calculate its contribution as if the lead community was not exempt.

Should a TOWN withdraw from this agreement under the terms of Section 4.1 and leave unmet material obligations, its remaining share of the funds held in escrow will

be applied towards those unmet obligations. After any such obligations are met, the withdrawing TOWN will receive back the remainder of its share of the Joint Administration Fund.

Upon completion of the project, any monies remaining in the Joint Administration Fund will be distributed to all remaining parties to the Agreement other than the lead community.

ARTICLE 3 – INVOICING

All contracted Project invoices will be submitted to and paid by the lead community, which will then submit requests for reimbursement to the State, Federal Government, other grant funding entity, or to the TOWNS for reimbursement from funds that have been specifically allocated by them for advancing the Project. Upon written request, any TOWN may request that the lead community provide a copy of Project invoices to said TOWN, prior to the lead community making payment. The lead community shall comply with any such request. Reimbursement payments by any TOWN to the lead community shall be made within thirty (30) days of receipt of such reimbursement request.

ARTICLE 4 – TERM / PURPOSE / INTENT

The parties intend that the TOWNS entering into this Agreement are the sole and exclusive beneficiaries of the Agreement, subject to the terms and limits of this Agreement and of applicable state and federal law. This Agreement shall not take effect until it has been executed by duly authorized signatories of all four (4) participating TOWNS.

4.1 TERM

The term of this Agreement shall be for a period of seven (7) years from the last signatory's date hereof, unless sooner terminated or extended, as herein provided.

Any TOWN may withdraw upon sixty (60) days written notice to the remaining TOWNS and through no fault of the terminating party pursuant to Chapter 40, Section 4A of the General Laws, as amended. To the extent applicable, the remaining TOWNS shall be reimbursed for all services and expenses rendered as of the date of withdrawal. Any TOWN withdrawing from this Agreement shall remain liable for all unmet material obligations incurred up to the date of withdrawal.

4.2 AMENDMENT:

No officer, official, agent, or employee of any of the participating TOWNS shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the participating TOWNS by making any promise or representation not contained herein, except by a written amendment duly authorized by all of the TOWNS. Said amendment shall be executed in the same manner as this Agreement is executed.

4.3 ASSIGNMENT:

This Agreement shall not be assigned or transferred by any participating TOWN without the express written consent of the other TOWNS given with the same formalities as are required for the execution of this Agreement.

4.4 REPORTS AND RECORDS:

Annually, during the first week of September, the lead community shall cause to have prepared an accurate and comprehensive Project progress report and financial statement of transactions that have occurred, including, but not limited to, grant funds

authorized, services performed and costs incurred, through the previous fiscal year ending with the immediate past June 30th, which shall be issued to all the TOWNS. Each TOWN Representative shall notify the other TOWN Representatives in writing of the changed names and titles of its official or officials responsible for the implementation of the terms of this Agreement.

4.5 REMEDIES:

In addition to the remedies, power and authority which each TOWN has at law or under its by-laws, the following remedies apply:

If any participating TOWN fails to fulfill any material obligation or condition of this Agreement, the other TOWNS shall have the right to suspend the participation of the offending TOWN by giving sixty (60) days notice, in writing, of their intent to do so. Upon receipt of such notice, the TOWN shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting TOWN. Any TOWN suspended under this Section that fails to cure its default will be deemed to have waived its right to its share of any remaining funds in the Reserve Fund established in Section 2.4 of this Agreement.

All TOWNS reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein. The TOWNS shall also consider the use of alternative dispute resolution to address performance issues under this Agreement.

If any administrative board, commission or division of the state or federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any TOWN's rights, powers or authority to perform under this Agreement, and such governmental action was not the result of any omission or action by that TOWN, it may suspend its participation in this Agreement by giving sixty (60) days written notice to the other TOWNS. The notice of suspension shall be given within five (5) business days after the TOWN receives written notice of the action of decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other TOWNS as much advance notice as possible.

4.6 EMPLOYEES:

Employees, servants, or agents of any of the TOWNS shall not be deemed to be agents, servants or employees of any other TOWN for any purpose including but not limited to, either Workers' Compensation or unemployment insurance purposes.

4.7 FINANCING ARRANGMENTS:

The lead community will provide all TOWNS with any information available to the lead community, as such is necessary to enable said TOWNS to take any other action required to advance the Project.

4.8 SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that, for public purposes, the remaining provisions hereof shall continue in full force and effect.

4.9 ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the TOWNS and shall supersede all previous communications, representations, or agreements, either oral or written, between the TOWNS with respect to the subject matter.

4.10 MAXIMUM FINANCIAL LIABILITY

The maximum extent of each TOWN'S financial liability in connection with any and all contracts, grants, agreements, and/or services, as entered into by the TOWNS pursuant to this Agreement, shall not exceed the amount validly appropriated by, or available to, each said TOWN for said purpose.

4.11 LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258.

By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages that may be extended to them by operation of law.

4.12 INDEMNIFICATION

Each TOWN shall be responsible for the portion of the Project within its borders. In the event that any claims, demands, suits and/or causes of action arise with respect to a portion of the Project, the TOWN or TOWNS in which said portion is located shall be liable and shall indemnify, defend and hold the other TOWNS harmless from and against

any and all such claims, demands, suits and/or causes of action, including reasonable attorney's fees.

SIGNATORIES:

The responsibilities taken on initially by ACTON, or any other subsequent "lead community" so designated under this Agreement, are voluntary and for the common goals of the Project advancement and in no way does this Agreement relieve CARLISLE, WESTFORD, and CONCORD from their individual and joint legal obligations under Massachusetts General Laws or other laws or regulations as may be applicable.

IN WITNESS WHEREOF, the TOWNS have caused their proper representative on the day and year first above written to execute this Agreement:

Signature Page

TOWN OF ACTON

By its Board of Selectmen:

DATE:

Paulina S. Knibbe, Chair

Lauren S. Rosenzweig

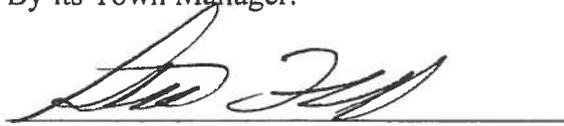
Michael J Gowing

Peter J. Berry

Terra Friedrichs

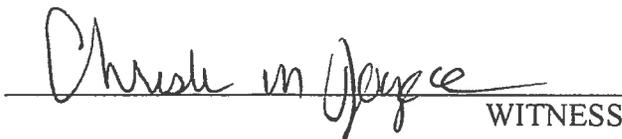
By its Town Manager:

DATE:



Steven L. Ledoux





WITNESS

TOWN OF CARLISLE

By its Board of Selectmen:

DATE:



Douglas A. G. Stevenson, Chair

7/14/09



John D. Williams



William R. Tice, Jr.



Peter Scavongelli



Timothy F. Hult

Or

By its Town Administrator:

DATE:

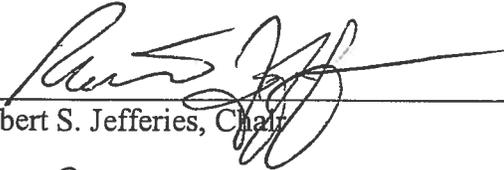
Madonna McKenzie

WITNESS

TOWN OF WESTFORD

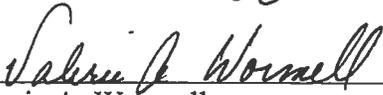
By its Board of Selectmen:

DATE:

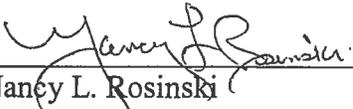


Robert S. Jefferies, Chair

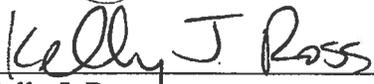
7-28-09



Valerie A. Wormell



Nancy L. Rosinski



Kelly J. Ross

Jim Sullivan

Or

By its Town Manager:

DATE:

Jodi Ross

WITNESS

TOWN OF CONCORD

By its Board of Selectmen:

DATE:

Stanly E. Black, Chair

Jeffrey S. Wieand

Gregory P. Howes

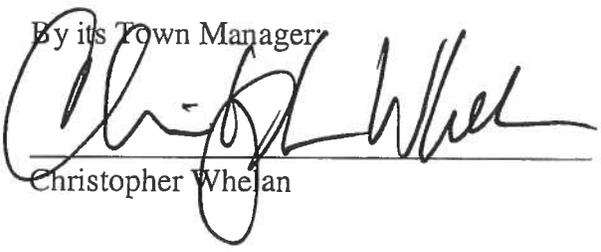
Virginia McIntyre

Elise F. Woodward

Or

By its Town Manager:

DATE:



Christopher Whelan

7/27/09



WITNESS

EXHIBIT A

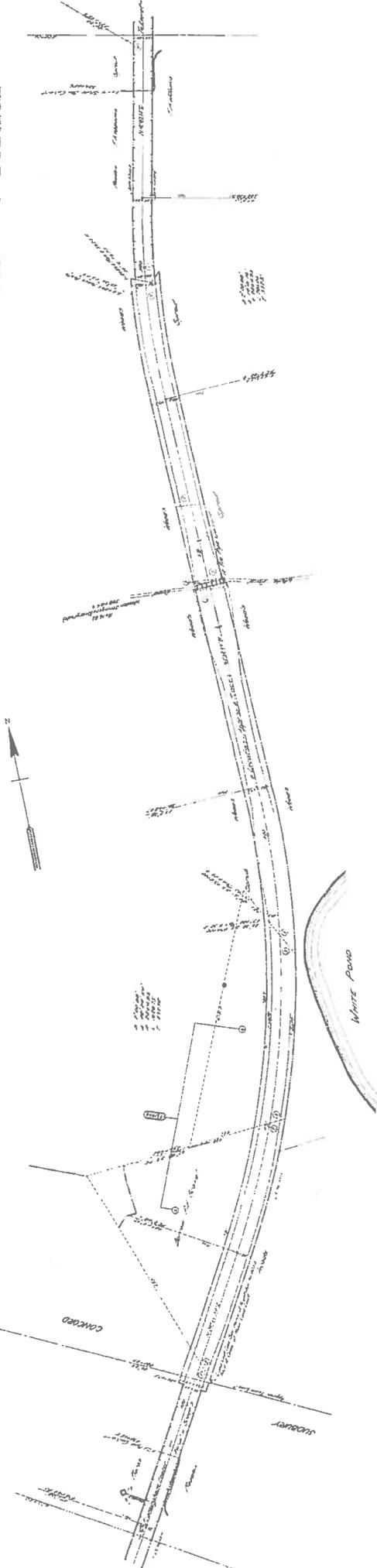
1. Final Application to Transportation Enhancement Committee, Massachusetts Highway Department (“MassHighway”) for Bruce Freeman Rail Trail Phase 2A and Phase 2C, on behalf of the Towns of Acton, Carlisle, Westford, and Concord, September, 2008.
2. 25% Design Plans for Bruce Freeman Rail Trail for Phase 2A submitted to MassHighway, **February 2008**.
3. 25% Design Plans for Bruce Freeman Rail Trail for Phase 2C submitted to MassHighway, November 2008.
4. Preliminary Right of Way Plans for Bruce Freeman Rail Trail Phase 2A submitted to MassHighway, **2008**.
5. Preliminary Right of Way Plans for Bruce Freeman Rail Trail Phase 2C submitted to MassHighway, spring 2009.

EXHIBIT B
Property Plans

SCHEDULE OF TITLE SUBSEQUENT TO JUNE 30, 1915

THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF LANDS AND SURVEYS
 HARTFORD, CONNECTICUT

NO.	DESCRIPTION	ACRES	FRONT	DEPTH	AREA	REMARKS
1	Lot 1, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
2	Lot 2, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
3	Lot 3, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
4	Lot 4, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
5	Lot 5, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
6	Lot 6, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
7	Lot 7, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
8	Lot 8, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
9	Lot 9, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	
10	Lot 10, Block 1, Subdivision of the land owned by the New York, New Haven and Hartford R.R. Co., in the Town of Shelton, State of Connecticut, as shown on the plan of the same filed for record in the office of the State Engineer at Hartford, Connecticut, on the 15th day of June, 1915.	1.00	100.00	100.00	10,000.00	



REPORT OF SURVEY AND TRACK MAP
OLD COLONY R.R. CO.
 PREPARED BY
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.

STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF LANDS AND SURVEYS
 HARTFORD, CONNECTICUT
 MADE IN 1915

THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF LANDS AND SURVEYS
 HARTFORD, CONNECTICUT
 MADE IN 1915

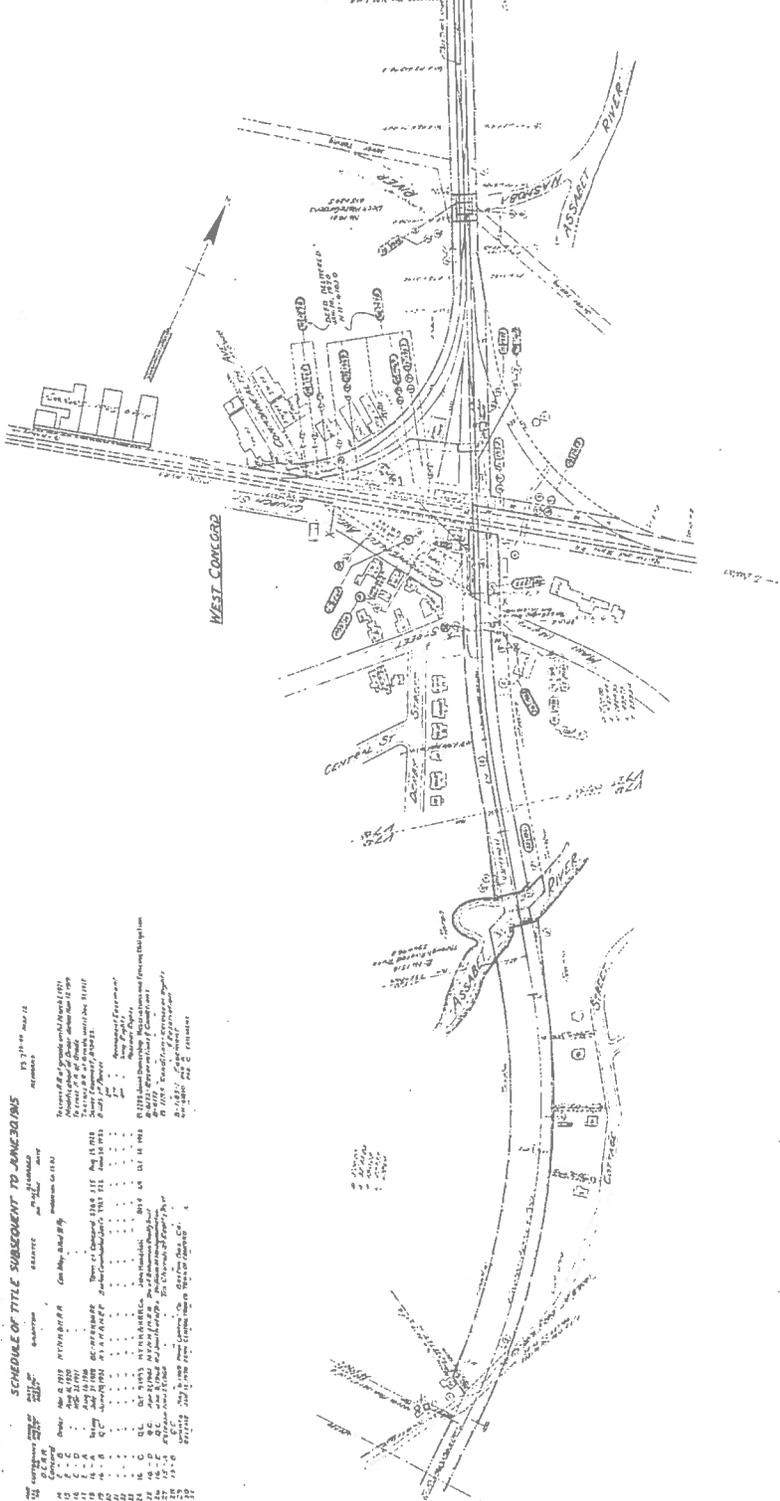
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 STATE OF CONNECTICUT
 DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF LANDS AND SURVEYS
 HARTFORD, CONNECTICUT
 MADE IN 1915

SCHEDULE OF TITLE SUBSEQUENT TO AMENDMENTS

Block	Owner	Reference	Remarks
14	City of New York	...	...
15	City of New York	...	...
16	City of New York	...	...
17	City of New York	...	...
18	City of New York	...	...
19	City of New York	...	...
20	City of New York	...	...
21	City of New York	...	...
22	City of New York	...	...
23	City of New York	...	...
24	City of New York	...	...
25	City of New York	...	...
26	City of New York	...	...
27	City of New York	...	...
28	City of New York	...	...
29	City of New York	...	...
30	City of New York	...	...

SCHEDULE OF TITLE

Block	Owner	Reference	Remarks
1	City of New York	...	...
2	City of New York	...	...
3	City of New York	...	...
4	City of New York	...	...
5	City of New York	...	...
6	City of New York	...	...
7	City of New York	...	...
8	City of New York	...	...
9	City of New York	...	...
10	City of New York	...	...
11	City of New York	...	...
12	City of New York	...	...
13	City of New York	...	...
14	City of New York	...	...
15	City of New York	...	...
16	City of New York	...	...
17	City of New York	...	...
18	City of New York	...	...
19	City of New York	...	...
20	City of New York	...	...
21	City of New York	...	...
22	City of New York	...	...
23	City of New York	...	...
24	City of New York	...	...
25	City of New York	...	...
26	City of New York	...	...
27	City of New York	...	...
28	City of New York	...	...
29	City of New York	...	...
30	City of New York	...	...



F.A.
 THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 OPERATED BY
 OLD COLONY R.R. CO.
 FROM FALMOUTH STATION TO LOCAL STATION
 STATION NO. 100
 DATE OF ISSUE
 1917

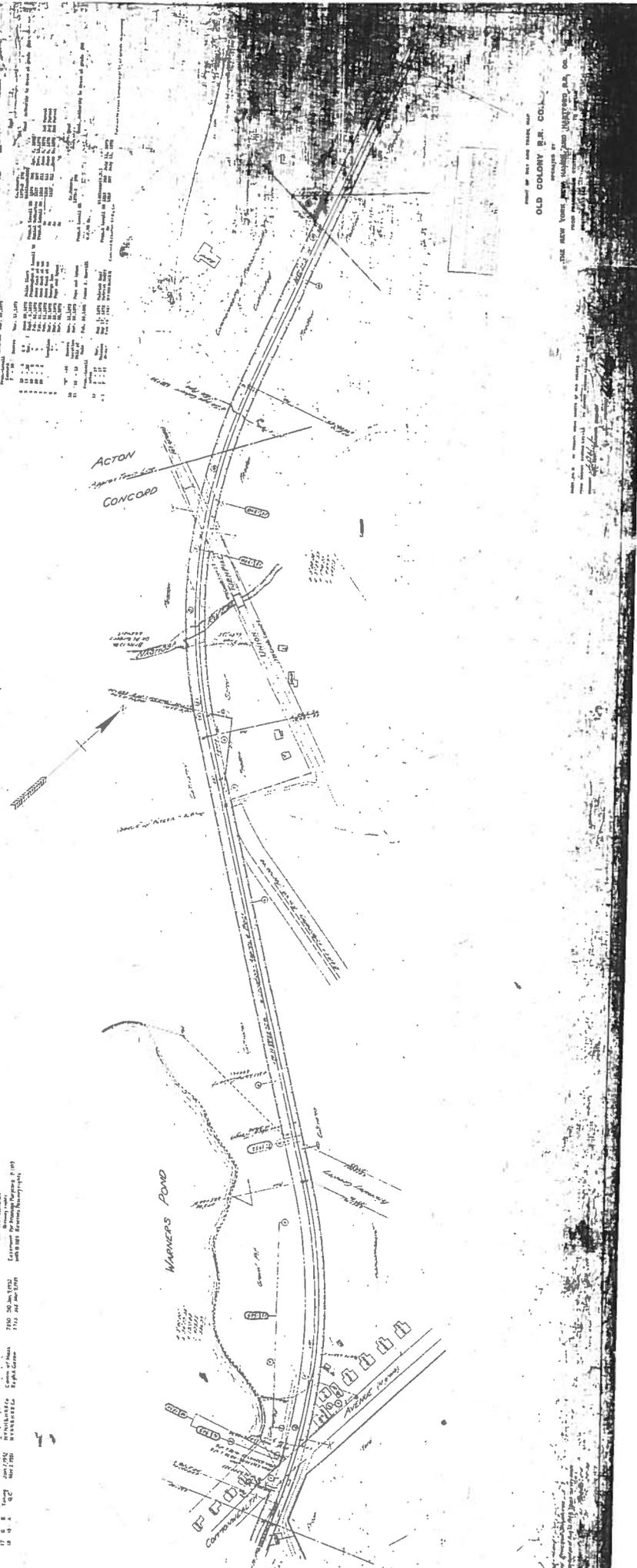
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 OPERATED BY
 OLD COLONY R.R. CO.
 FROM FALMOUTH STATION TO LOCAL STATION
 STATION NO. 100
 DATE OF ISSUE
 1917

SCHEDULE OF TITLES

Station	Distance	Time	Notes
1	0.0	0:00	Acton
2	0.5	0:05	Concord
3	1.0	0:10	Woburn
4	1.5	0:15	Lowell
5	2.0	0:20	Wilmington
6	2.5	0:25	Woburn
7	3.0	0:30	Lowell
8	3.5	0:35	Wilmington
9	4.0	0:40	Woburn
10	4.5	0:45	Lowell
11	5.0	0:50	Wilmington
12	5.5	0:55	Woburn
13	6.0	1:00	Lowell
14	6.5	1:05	Wilmington
15	7.0	1:10	Woburn
16	7.5	1:15	Lowell
17	8.0	1:20	Wilmington
18	8.5	1:25	Woburn
19	9.0	1:30	Lowell
20	9.5	1:35	Wilmington
21	10.0	1:40	Woburn
22	10.5	1:45	Lowell
23	11.0	1:50	Wilmington
24	11.5	1:55	Woburn
25	12.0	2:00	Lowell
26	12.5	2:05	Wilmington
27	13.0	2:10	Woburn
28	13.5	2:15	Lowell
29	14.0	2:20	Wilmington
30	14.5	2:25	Woburn
31	15.0	2:30	Lowell
32	15.5	2:35	Wilmington
33	16.0	2:40	Woburn
34	16.5	2:45	Lowell
35	17.0	2:50	Wilmington
36	17.5	2:55	Woburn
37	18.0	3:00	Lowell
38	18.5	3:05	Wilmington
39	19.0	3:10	Woburn
40	19.5	3:15	Lowell
41	20.0	3:20	Wilmington
42	20.5	3:25	Woburn
43	21.0	3:30	Lowell
44	21.5	3:35	Wilmington
45	22.0	3:40	Woburn
46	22.5	3:45	Lowell
47	23.0	3:50	Wilmington
48	23.5	3:55	Woburn
49	24.0	4:00	Lowell
50	24.5	4:05	Wilmington
51	25.0	4:10	Woburn
52	25.5	4:15	Lowell
53	26.0	4:20	Wilmington
54	26.5	4:25	Woburn
55	27.0	4:30	Lowell
56	27.5	4:35	Wilmington
57	28.0	4:40	Woburn
58	28.5	4:45	Lowell
59	29.0	4:50	Wilmington
60	29.5	4:55	Woburn
61	30.0	5:00	Lowell
62	30.5	5:05	Wilmington
63	31.0	5:10	Woburn
64	31.5	5:15	Lowell
65	32.0	5:20	Wilmington
66	32.5	5:25	Woburn
67	33.0	5:30	Lowell
68	33.5	5:35	Wilmington
69	34.0	5:40	Woburn
70	34.5	5:45	Lowell
71	35.0	5:50	Wilmington
72	35.5	5:55	Woburn
73	36.0	6:00	Lowell
74	36.5	6:05	Wilmington
75	37.0	6:10	Woburn
76	37.5	6:15	Lowell
77	38.0	6:20	Wilmington
78	38.5	6:25	Woburn
79	39.0	6:30	Lowell
80	39.5	6:35	Wilmington
81	40.0	6:40	Woburn
82	40.5	6:45	Lowell
83	41.0	6:50	Wilmington
84	41.5	6:55	Woburn
85	42.0	7:00	Lowell
86	42.5	7:05	Wilmington
87	43.0	7:10	Woburn
88	43.5	7:15	Lowell
89	44.0	7:20	Wilmington
90	44.5	7:25	Woburn
91	45.0	7:30	Lowell
92	45.5	7:35	Wilmington
93	46.0	7:40	Woburn
94	46.5	7:45	Lowell
95	47.0	7:50	Wilmington
96	47.5	7:55	Woburn
97	48.0	8:00	Lowell
98	48.5	8:05	Wilmington
99	49.0	8:10	Woburn
100	49.5	8:15	Lowell
101	50.0	8:20	Wilmington
102	50.5	8:25	Woburn
103	51.0	8:30	Lowell
104	51.5	8:35	Wilmington
105	52.0	8:40	Woburn
106	52.5	8:45	Lowell
107	53.0	8:50	Wilmington
108	53.5	8:55	Woburn
109	54.0	9:00	Lowell
110	54.5	9:05	Wilmington
111	55.0	9:10	Woburn
112	55.5	9:15	Lowell
113	56.0	9:20	Wilmington
114	56.5	9:25	Woburn
115	57.0	9:30	Lowell
116	57.5	9:35	Wilmington
117	58.0	9:40	Woburn
118	58.5	9:45	Lowell
119	59.0	9:50	Wilmington
120	59.5	9:55	Woburn
121	60.0	10:00	Lowell
122	60.5	10:05	Wilmington
123	61.0	10:10	Woburn
124	61.5	10:15	Lowell
125	62.0	10:20	Wilmington
126	62.5	10:25	Woburn
127	63.0	10:30	Lowell
128	63.5	10:35	Wilmington
129	64.0	10:40	Woburn
130	64.5	10:45	Lowell
131	65.0	10:50	Wilmington
132	65.5	10:55	Woburn
133	66.0	11:00	Lowell
134	66.5	11:05	Wilmington
135	67.0	11:10	Woburn
136	67.5	11:15	Lowell
137	68.0	11:20	Wilmington
138	68.5	11:25	Woburn
139	69.0	11:30	Lowell
140	69.5	11:35	Wilmington
141	70.0	11:40	Woburn
142	70.5	11:45	Lowell
143	71.0	11:50	Wilmington
144	71.5	11:55	Woburn
145	72.0	12:00	Lowell
146	72.5	12:05	Wilmington
147	73.0	12:10	Woburn
148	73.5	12:15	Lowell
149	74.0	12:20	Wilmington
150	74.5	12:25	Woburn
151	75.0	12:30	Lowell
152	75.5	12:35	Wilmington
153	76.0	12:40	Woburn
154	76.5	12:45	Lowell
155	77.0	12:50	Wilmington
156	77.5	12:55	Woburn
157	78.0	1:00	Lowell
158	78.5	1:05	Wilmington
159	79.0	1:10	Woburn
160	79.5	1:15	Lowell
161	80.0	1:20	Wilmington
162	80.5	1:25	Woburn
163	81.0	1:30	Lowell
164	81.5	1:35	Wilmington
165	82.0	1:40	Woburn
166	82.5	1:45	Lowell
167	83.0	1:50	Wilmington
168	83.5	1:55	Woburn
169	84.0	2:00	Lowell
170	84.5	2:05	Wilmington
171	85.0	2:10	Woburn
172	85.5	2:15	Lowell
173	86.0	2:20	Wilmington
174	86.5	2:25	Woburn
175	87.0	2:30	Lowell
176	87.5	2:35	Wilmington
177	88.0	2:40	Woburn
178	88.5	2:45	Lowell
179	89.0	2:50	Wilmington
180	89.5	2:55	Woburn
181	90.0	3:00	Lowell
182	90.5	3:05	Wilmington
183	91.0	3:10	Woburn
184	91.5	3:15	Lowell
185	92.0	3:20	Wilmington
186	92.5	3:25	Woburn
187	93.0	3:30	Lowell
188	93.5	3:35	Wilmington
189	94.0	3:40	Woburn
190	94.5	3:45	Lowell
191	95.0	3:50	Wilmington
192	95.5	3:55	Woburn
193	96.0	4:00	Lowell
194	96.5	4:05	Wilmington
195	97.0	4:10	Woburn
196	97.5	4:15	Lowell
197	98.0	4:20	Wilmington
198	98.5	4:25	Woburn
199	99.0	4:30	Lowell
200	99.5	4:35	Wilmington
201	100.0	4:40	Woburn

SCHEDULE OF TITLES SUBSEQUENT TO JUNE 30, 1915

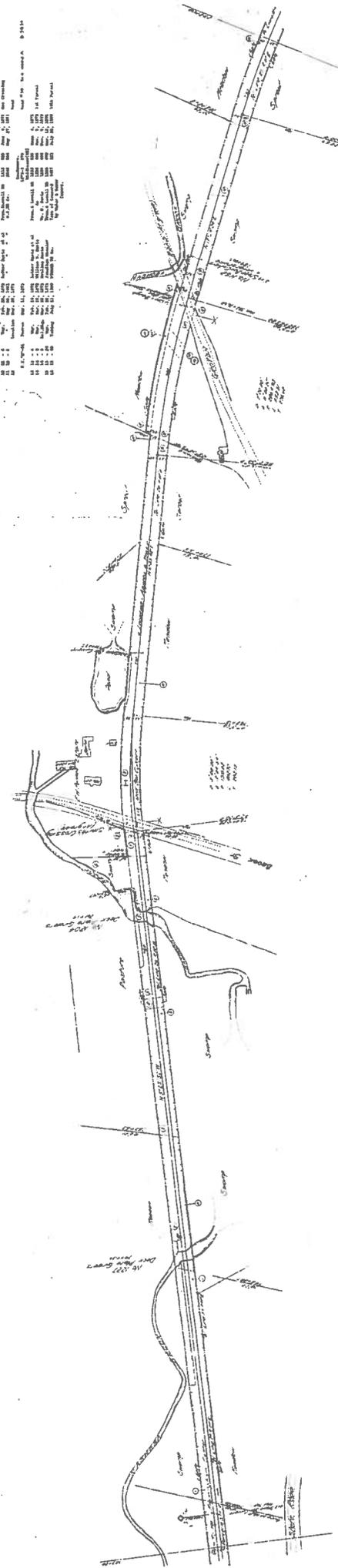
1. Title No. 1000, dated June 30, 1915, covering the entire line from Acton to Lowell.
 2. Title No. 1001, dated June 30, 1915, covering the entire line from Concord to Lowell.
 3. Title No. 1002, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 4. Title No. 1003, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 5. Title No. 1004, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 6. Title No. 1005, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 7. Title No. 1006, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 8. Title No. 1007, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 9. Title No. 1008, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 10. Title No. 1009, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 11. Title No. 1010, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 12. Title No. 1011, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 13. Title No. 1012, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 14. Title No. 1013, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 15. Title No. 1014, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 16. Title No. 1015, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 17. Title No. 1016, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 18. Title No. 1017, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 19. Title No. 1018, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 20. Title No. 1019, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 21. Title No. 1020, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 22. Title No. 1021, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 23. Title No. 1022, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 24. Title No. 1023, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 25. Title No. 1024, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 26. Title No. 1025, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 27. Title No. 1026, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 28. Title No. 1027, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 29. Title No. 1028, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 30. Title No. 1029, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 31. Title No. 1030, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 32. Title No. 1031, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 33. Title No. 1032, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 34. Title No. 1033, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 35. Title No. 1034, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 36. Title No. 1035, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 37. Title No. 1036, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 38. Title No. 1037, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 39. Title No. 1038, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 40. Title No. 1039, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 41. Title No. 1040, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 42. Title No. 1041, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 43. Title No. 1042, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 44. Title No. 1043, dated June 30, 1915, covering the entire line from Woburn to Lowell.
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 46. Title No. 1045, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 47. Title No. 1046, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 48. Title No. 1047, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 49. Title No. 1048, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 50. Title No. 1049, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 51. Title No. 1050, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 52. Title No. 1051, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 53. Title No. 1052, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 54. Title No. 1053, dated June 30, 1915, covering the entire line from Woburn to Lowell.
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 56. Title No. 1055, dated June 30, 1915, covering the entire line from Woburn to Lowell.
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 79. Title No. 1078, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 80. Title No. 1079, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 81. Title No. 1080, dated June 30, 1915, covering the entire line from Woburn to Lowell.
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 91. Title No. 1090, dated June 30, 1915, covering the entire line from Woburn to Lowell.
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 98. Title No. 1097, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 99. Title No. 1098, dated June 30, 1915, covering the entire line from Woburn to Lowell.
 100. Title No. 1099, dated June 30, 1915, covering the entire line from Woburn to Lowell.



Map of New York, New Jersey and Pennsylvania
 OLD COLONY R.R. CO.
 THE NEW YORK, NEW JERSEY AND PENNSYLVANIA R.R. CO.
 prepared by
 THE NEW YORK, NEW JERSEY AND PENNSYLVANIA R.R. CO.
 1915

SCHEDULE OF STILES

Station	Distance from New Haven	Time from New Haven	Time to New Haven
New Haven	0.0	0:00	0:00
Stamford	1.0	0:05	0:05
Greenwich	2.0	0:10	0:10
Brooklyn	3.0	0:15	0:15
Manhattan	4.0	0:20	0:20
Yonkers	5.0	0:25	0:25
Westchester	6.0	0:30	0:30
Putnam	7.0	0:35	0:35
Orange	8.0	0:40	0:40
Rockland	9.0	0:45	0:45
Ulster	10.0	0:50	0:50
Warren	11.0	0:55	0:55
Albany	12.0	1:00	1:00
Schenectady	13.0	1:05	1:05
Catskill	14.0	1:10	1:10
Delaware	15.0	1:15	1:15
Livingston	16.0	1:20	1:20
Montgomery	17.0	1:25	1:25
Albany	18.0	1:30	1:30
Schenectady	19.0	1:35	1:35
Catskill	20.0	1:40	1:40
Delaware	21.0	1:45	1:45
Livingston	22.0	1:50	1:50
Montgomery	23.0	1:55	1:55
Albany	24.0	2:00	2:00



THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO.
 ATTENTION
 THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO.
 HAS BEEN REORGANIZED
 AND THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO.
 HAS BEEN REORGANIZED

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 AND THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO.
 HAS BEEN REORGANIZED

SCHEDULE OF TITLE SUBSEQUENT TO JUNE 30, 1915

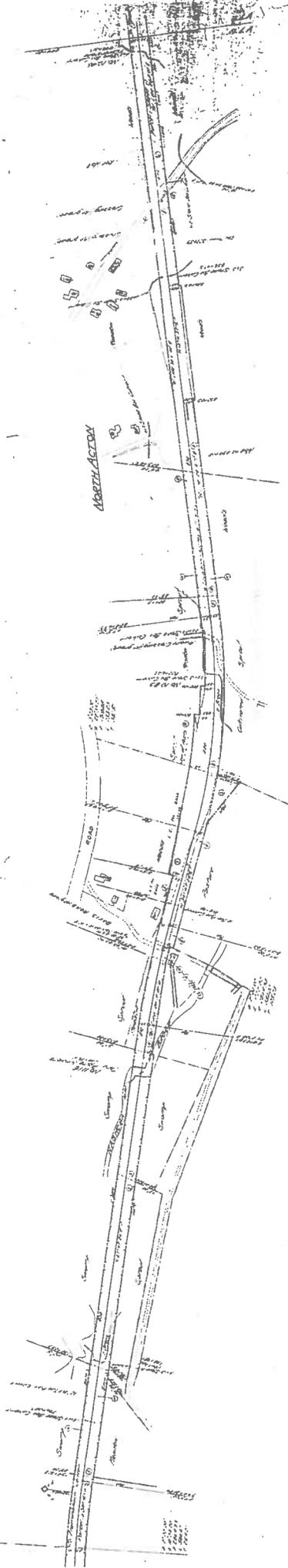
U.S. DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY
 WASHINGTON, D.C.
 1915

U.S. GEOLOGICAL SURVEY
 WASHINGTON, D.C.

Map of the title subsequent to June 30, 1915

SCHEDULE OF TITLE

Section	Acres	Owner	Remarks
1	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
2	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
3	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
4	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
5	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
6	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
7	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
8	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
9	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
10	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
11	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
12	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
13	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
14	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
15	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
16	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
17	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
18	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
19	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
20	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
21	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
22	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
23	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
24	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
25	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
26	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
27	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
28	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
29	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve
30	100.00	U.S. DEPARTMENT OF THE INTERIOR	Reserve



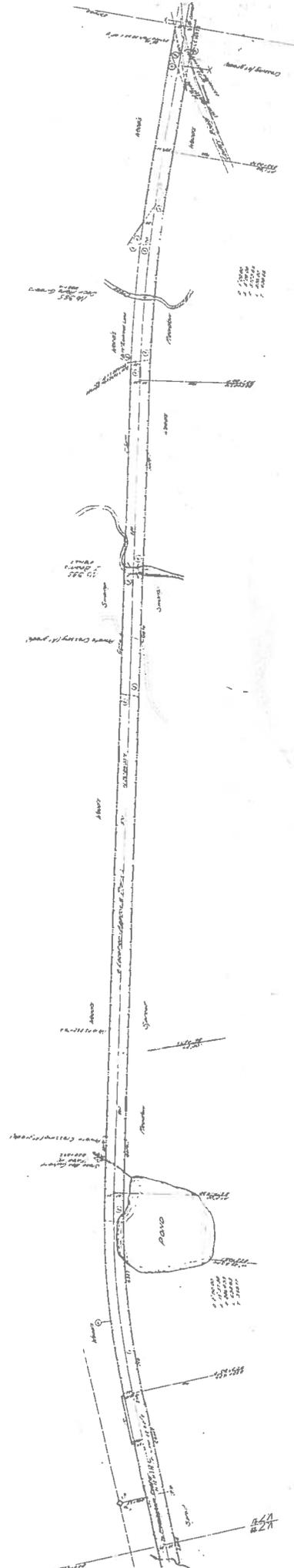
ATTENTION
 THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 STATION 1915

OLD COLONY R.R. CO.
 STATION 1915

Approved by the Board of Directors
 The President of the New York New Haven and Hartford R.R. Co.
 Dated at New Haven, Conn., this 15th day of June, 1915

SCHEDULE OF TITLES

Block	Acres	Owner	Project Name	Block	Acres	Owner	Project Name
1	1.00	...	...	11	...	...	...
2	12	...	...	...
3	13	...	...	...
4	14	...	...	...
5	15	...	...	...
6	16	...	...	...
7	17	...	...	...
8	18	...	...	...
9	19	...	...	...
10	20	...	...	...



ATTENTION

THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 OFFICE OF THE GENERAL SUPERINTENDENT
 100 WALL STREET, NEW YORK, N.Y.

THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.
 OFFICE OF THE GENERAL SUPERINTENDENT
 100 WALL STREET, NEW YORK, N.Y.

Approved: [Signature]
 General Superintendent
 THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.

EXHIBIT C

RELEASE

By signing below, I agree that I have read the attached Right of Entry and that I hereby release the Massachusetts Department of Transportation (MassDOT) and the Towns of Acton, Carlisle, Concord and Westford, Massachusetts from all liability for any injury (including death) to myself and for any damage to any property of mine that results from my being on MassDOT property pursuant to the attached Right of Entry unless such liability arises because of the gross negligence or willful misconduct of Licensor. I further state that I understand that Licensee(s) have agreed to indemnify MassDOT for any injuries or damage that I may suffer or that I may cause, unless such injury or damage arises because of the gross negligence or willful misconduct of Licensor, but that I shall still be liable to MassDOT for any injuries or damage that I may cause. Notwithstanding any provision of this Release to the contrary, I acknowledge and agree that it shall not be negligent to allow access to the Property in substantially the condition it was in when Licensee inspected the Property before accepting this License.

NAME	ADDRESS/PHONE
<u>William Flayer</u>	<u>70 Apple Rd Acton MA</u>
<u>Victoria Onyiah</u>	<u>1 Townhome Ln Acton</u>
<u>AMonah</u>	<u>49 Taylor Road, Acton</u>
<u>Will Dui</u>	<u>9 JEFFERSON AVE, ACTON</u>
<u>A Chinn</u>	<u>6 Valley Rd, Acton</u>
<u>Amela Dodson</u>	<u>377 Central St. Acton</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

ATTACH ADDITIONAL PAGES IF NECESSARY

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NAME	ADDRESS/PHONE
<u>CARL MYERS C. Myers</u>	<u>105 CENTRAL ST, STONEHAM 781-279-5500</u>
<u>Stephen M. Kelly</u> <i>SEM Kelly</i>	<u>"</u>
<u>John Watters</u> <i>J. Watters</i>	<u>"</u>
<u>Geoffrey Anne Deffen</u> <i>Geoffrey Anne Deffen</i>	<u>"</u>
<u>Michelle Jose</u> <i>M. Jose</i>	<u>"</u>
<u>Chad Brazee</u> <i>C. Brazee</i>	<u>"</u>
<u>Matthew Keurnoy</u> <i>Matthew Keurnoy</i>	<u>"</u>
<u>BONNIE EWING</u> <i>B. Ewing</i>	<u>"</u>

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NAME	ADDRESS/PHONE
<u>Jeff Bradford of Bradford</u>	<u>105 Central St Stoughton 7812795500</u>
<u>Rebecca Williamson Kilmer</u>	" " "
<u>[Signature]</u>	" " "
<u>Dennis Kelly Donald Kelly</u>	" " "
<u>Benjamin J. Bradford Benjamin Biff</u>	" " "
_____	_____
_____	_____
_____	_____

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NAME	ADDRESS/PHONE
<u>KAYAMARS Rajabi K. Rajabi</u>	<u>239 Littleton Rd Westford, MA</u>
<u>KATHLEEN Skurski Kathleen Skurski</u>	<u>" "</u>
<u>Chris Cramer</u>	<u>" "</u>
<u>Melissa Cramer</u>	<u>" "</u>
<u>Paul MERCIER</u>	<u>239 LITTLETON RD WESTFORD, MA</u>
<u>Mr. Newell</u>	<u>" "</u>
<u>Andrew Fenzold</u>	<u>" "</u>
<u>Samuel Fortier</u>	<u>" "</u>

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NAME	ADDRESS/PHONE
<u>Marta Ghover, Principal</u>	<u>Nover-Armstrong Assoc. Inc</u> <u>124 Main Street; Carver, MA</u> <u>(508) 866 8383</u> 0233
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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NAME	ADDRESS/PHONE
<u>Roland Barth</u>	<u>Town of Acton, 472 Main St Acton, MA 01720 978-929-6631</u>
<hr/>	<hr/>

ATTACH ADDITIONAL PAGES IF NECESSARY