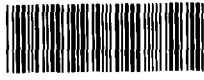


134983

BK 10742 PG 163

RECORDED  
NORFOLK COUNTY REGISTRY OF DEEDS  
DEDHAM, MA

24



SDMS DocID 288437

CERTIFY

*Barry T. Hannon*  
BARRY T. HANNON, REGISTER

*B. Hannon*

NOTIFICATION AND GRANT OF USE RESTRICTIONS AND EASEMENT

The undersigned MILTON SHAFFER, IRVING SHAFFER and BURTON SHAFFER, Trustees of Shaffer Realty Nominee Trust under Declaration of Trust dated December 26, 1986, recorded with the Norfolk County Registry of Deeds, Book 7382, Page 267, with an address of 152 Hampden St., Roxbury, Massachusetts ("Shaffer"), as to Parcel A described in Exhibit A attached hereto and made a part hereof, and

BURTON SHAFFER, IRVING SHAFFER and MILTON SHAFFER as Trustees of B.I.M. Investment Trust under Declaration of Trust dated February 28, 1966, recorded with said Deeds, Book 6710, Page 563, with an address of 152 Hampden St., Roxbury, Massachusetts ("BIM"), as to Parcel B described in said Exhibit A hereto (Shaffer and BIM are collectively referred to herein as the "Grantors"),

in consideration of the implementation by W. R. Grace & Co. - Conn., a Connecticut corporation ("Grace"), on behalf of itself and the Grantors, of certain work required by the Second EPA Order (as hereinafter defined) on property of Grantors, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

HEREBY GIVE NOTICE that:

(a) The property shown as "Restriction Area" on that certain plan prepared by Norwood Engineering Co., Inc., entitled "Easement Plan of Land in Walpole, Mass.," scale: 1"=40', dated January 7, 1993, recorded with said Deeds as Plan No. 123 of 1994 in Plat Book 420 (the "Restriction Plan"), and more fully described in Exhibit B attached hereto and by this reference made a part hereof (the "Restriction Area") has been used for the disposal of asbestos-containing waste material; and

NORFOLK COUNTY  
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(b) The survey plot and record of the known location of asbestos-containing waste disposed of within the Restriction Area has been filed with the United States Environmental Protection Agency ("EPA") in accordance with 40 C.F.R. §61.151(e)(2); and

(c) The Restriction Area is subject to 40 C.F.R. part 61, Subpart M;

HEREBY GRANT to:

GRACE, with an address of 100 North Main Bldg., #1700, Memphis, Tennessee 38103 (hereinafter referred to herein as "Grantee"),

with QUITCLAIM COVENANTS, the easements, covenants and restrictions set forth below in this instrument on, in and across the Restriction Area, the property designated on the Restriction Plan as the "Wetlands Restoration Area" and more fully described in Exhibit B attached hereto, and the remaining property of the Grantors described above in this instrument, for the purposes of protecting the soil and asphalt cover materials (collectively, the "Cap") which have been placed above asbestos-containing soils in the Restriction Area, protecting the aluminum plate arch culvert (the "Culvert") which has been placed in the bed of the Neponset River where it crosses the Restriction Area, and inspecting and maintaining from time to time the Cap and the Culvert and the wetlands created in the Wetlands Restoration Area (the "Restoration Wetlands"), all as further provided herein. The Cap and the Culvert were installed in the Restriction Area and the Restoration Wetlands were created pursuant to the "Second Administrative Order for Removal Action" (EPA Region I CERCLA Docket No. I-92-1033) issued by EPA to Shaffer, BIM, and Grace on January 31, 1992 (the "Second EPA Order").

The rights hereby granted include the perpetual right to enforce the easements and restrictions set forth below in this instrument, and each Grantor hereby COVENANTS, for that Grantor and that Grantor's successors and assigns, to stand seized and hold title to the property of the Grantor described above and subject to the easements, covenants and restrictions granted by this instrument. The easement, covenants and restrictions granted by this instrument are for the benefit of Grantee.

The further terms and conditions of the easements, covenants and restrictions granted by this instrument are as follows:

1. Prohibited Activities. No Grantor shall perform or shall permit to be performed on any portion of the Restriction Area described in this instrument as property of the Grantor any activity which may disturb or disrupt the integrity of the Cap or the Culvert ("Prohibited Activities"), except as expressly provided herein. The Prohibited Activities include but are not necessarily limited to:

(a) construction, modification, expansion, or development of any buildings, roads, parking lots, driveways, pedestrian walkways, other paved or asphalted areas, fences, signs, utility poles, or other structures;

(b) excavation, digging, dredging, drilling, or other similar activity that in any way disturbs the Cap or the asbestos-containing soils beneath the Cap, including but not limited to the installation or excavation of underground storage tanks, utility lines, wells, septic tanks, leach fields, or other such subsurface structures or devices;

(c) the use of motorized vehicles of any nature or kind on unpaved portions of the Restriction Area, except such vehicles as may be necessary for purposes of repair or maintenance activities (e.g., lawn mowers), security patrol or to fight fire;

- (d) activities likely to cause erosion of the Cap; and
- (e) any other activity which in the reasonable opinion of the EPA or the Massachusetts Department of Environmental Protection ("DEP") is detrimental to preservation of the Cap or the Culvert.

Nothing herein shall prohibit activities associated with the use and/or maintenance of the buildings located on or adjacent to the Restriction Area, or for normal activities associated with the use of the paved portion of the Cap (e.g., parking of vehicles, vehicle deliveries, location of dumpsters, etc.) provided that such activities are conducted in such a manner so that the integrity of the Cap, Culvert and Restriction Area are protected. If such activities disturb the integrity of the Cap, Culvert or Restriction Area, Grantors shall restore them at their expense.

2. Notification. In the event that any Grantor desires to conduct a Prohibited Activity, it must, at least ninety (90) days prior to the proposed starting date for such Prohibited Activity, submit written notice of its plans to conduct a Prohibited Activity to EPA and DEP, with a copy of such notice to Grantee.

3. Inspection and Maintenance Activities. Each Grantor, and Grantee by its acceptance hereof, acknowledges that EPA is requiring the conduct of certain ongoing inspection and maintenance activities in the Restriction Area and the Wetlands Restoration Area so that the integrity of the Cap and the Culvert and the Restoration Wetlands will be maintained. Those activities are specifically described in: (a) the document entitled "Long-Term Inspection and Maintenance Plan South Street Site Walpole, Massachusetts" (the "I&M Plan"), dated September 1992 and prepared by Canonie

Environmental Services, Corp., a copy of which is attached to that certain document entitled Grant of Easement dated December 3, 1993 recorded with said deeds in Book 10,395, Page 123 (the "I&M Easement") and incorporated herein by this reference; and (b) the document entitled "Wetland Mitigation Design South Street Site Walpole, Massachusetts" (the "Wetlands Plan"), dated October 1992 and prepared by Normandeau Associates, Inc., a copy of which is attached to said I&M Easement and incorporated herein by this reference.

4. Access to the Restriction Area and Wetlands Restoration Area. Grantee, through its duly authorized officers, directors, employees, contractors, or agents, shall have the right and easement to enter the Restriction Area and the Wetlands Restoration Area at reasonable times and in a reasonable manner for the purposes of conducting oversight, inspection, and monitoring activities to assure compliance with the covenants and restrictions granted by this instrument, and to prevent, cure, abate, or remedy any violations of the covenants and restrictions granted by this instrument, but Grantee shall not have any obligation to do so.

5. Notification Concerning Disturbances and Transfers.

(a) Upon any Grantor's obtaining knowledge that any fencing, containment cell, Cap, Culvert, or other improvements or structures erected or placed in or around the Restriction Area or Wetlands Restoration Area for the purpose of protecting and maintaining the integrity of the Cap or Culvert is being or has been disturbed by natural processes or other factors, such Grantor shall promptly report to EPA the date of the discovery, the location of the disturbance, and a general description of the condition observed by the Grantor. In addition, if any Grantor becomes aware of any emergency related to the Restriction Area which threatens the integrity of the Cap or the Culvert, such Grantor shall

immediately notify the emergency response personnel of the Town of Walpole of such emergency. The obligations to provide the notifications specified in this paragraph do not impose an obligation on any Grantor to conduct regular or periodic inspections of the Restriction Area; provided, however, this provision is not intended to waive or abrogate any such obligation such Grantor may have pursuant to other principles of statutory or common law, the Second EPA Order, or under other contractual provisions with Grantee or other third parties.

(b) Each Grantor shall notify Grantee in writing of any transfer, subdivision or other direct or indirect change in ownership or interest in any portion of the Restriction Area or the Wetlands Restoration Area described in this instrument as property of the Grantor prior to such transfer or change in ownership. Grantee shall notify each of the Grantors in writing prior to any assignment of its interest in the easements, covenants and restrictions granted by this instrument.

6. Benefits in Gross. The benefits of the easements, covenants and restrictions granted by this instrument are in gross, and shall not be limited in any way as a result of the absence of any interest in real property benefited thereby.

7. Binding Effect; Joint and Several. The burdens of the easements, covenants and restrictions granted by this instrument shall run with the Restriction Area and the Wetlands Restoration Area and shall be enforceable against the Grantors and their respective heirs, executors, administrators, assigns, legal representatives, tenants, subtenants, and successors as owners of the Restriction Area and the Wetlands Restoration Area by Grantee and its respective heirs, executors, administrators, assigns, legal representatives, and successors, except that the original Grantors named herein and each successive Grantor shall

be liable only for obligations accruing during the period of that specific Grantor's ownership. If any Grantor is constituted of more than one person or entity, the obligations of each of the persons or entities constituting such Grantor with respect to that portion of the Restriction Area and the Wetlands Restoration Area described in this instrument as property of such Grantor (or its predecessor) shall be joint and several.

8. Expiration Date. The easements, covenants and restrictions set forth in this instrument are established in the public interest and for the public purpose of protecting human health and the environment. The covenants and restrictions granted by this instrument are intended to be effective and enforceable under the provisions of M.G.L. c. 184, § 26, et seq. The Grantors shall record a notice of restriction before the expiration of thirty (30) years from the date of this Notification and before the expiration of each succeeding twenty (20) year period, pursuant to M.G.L. c. 184, § 27, which notice or extension of restriction shall extend the covenants, conditions and restrictions set forth in this instrument or any amendment to this instrument that was approved by Grace, and shall be duly recorded in accordance with the laws of the Commonwealth of Massachusetts.

9. Enforcement. In the event that a breach of any of the easements, covenants or restrictions granted by this instrument comes to the attention of Grantee, Grantee may notify the Grantor(s) whose property described in this instrument includes that portion or portions of the Restriction Area or the Wetlands Restoration Area on which the breach is occurring (the "Defaulting Grantor(s)") in writing of such a breach. The Defaulting Grantor(s) shall, within a reasonable time after receipt of such notice, but in no event longer than sixty (60) days thereafter, undertake actions reasonably calculated to cure the conditions constituting the breach. If the Defaulting Grantor(s) fail to take such corrective action, Grantee may, at its

discretion, undertake any and all actions reasonably necessary to cure said breach or restore the Restriction Area to its condition prior to the Prohibited Activity. In the event that any Grantor is responsible for a breach of any of the easements, covenants or restrictions granted by this instrument such Grantor shall bear the cost of corrective action (whether undertaken by Grantee or otherwise), including, without limitation, repair or restoration, as appropriate, and shall reimburse Grantee for legal fees and costs incurred in the enforcement of the easements, covenants or restrictions granted by this instrument on demand. In addition, Grantee shall have the right to exercise any other remedies available at law or in equity for any breach of the easements, covenants or restrictions granted by this instrument, including, without limitation, injunctive relief or specific performance. The remedies of Grantee for any breach of the easements, covenants or restrictions granted by this instrument shall be cumulative and not exclusive. Nothing contained in the easements, covenants or restrictions granted by this instrument shall impose upon Grantee any duty to maintain or require that the Restriction Area be maintained in any particular state or condition.

10. Severability. If a court or other tribunal determines that any provision of this document is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as if it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

11. Notices. Any notice or other communication given hereunder shall be in writing and shall be deemed to be delivered on the earlier of: (i) the date received, or (ii)



the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service depository, postage prepaid, sent registered or certified mail, return receipt requested, or sent prepaid by a recognized commercial delivery service providing for a return receipt, addressed to the party to receive the same at the address of such party set forth at the beginning of this instrument or at such other address as may be designated in a notice delivered or mailed as herein provided.

12. Miscellaneous. This instrument may be executed in any number of counterparts, and if so executed, shall be effective as against each of the respective Grantors when that Grantor has executed and delivered at least one such counterpart. Execution and delivery of this instrument by any or all of the other Grantors shall not be a condition of the effectiveness of this instrument against any Grantor that has executed and delivered a counterpart of this instrument. The headings in this instrument are for convenience only, and shall not be used in interpreting this instrument. In this instrument the singular includes the plural, and vice versa, and each of the masculine, feminine, and neuter genders includes each of the others.

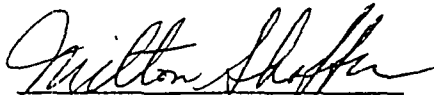
13. Other Encumbrances. The easements, covenants and restrictions granted by this instrument shall be in addition to and not in lieu of any other restrictions or easements of record affecting the Restriction Area or the Wetlands Restoration Area, as the case may be. This grant is made subject to all easements, restrictions and covenants of record, to the extent in force and applicable.

14. Title Reference. For the Grantors' title, see the Deed from The Kendall Company to BIM dated April 25, 1985 recorded with said Deeds, Book 6654, Page 431, and

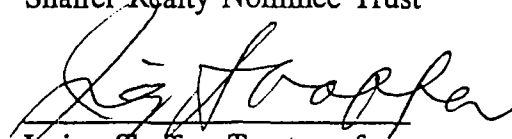
the Deed from Shaffer Realty Corp. to Shaffer dated December, 1986 recorded with said Deeds, Book 7382, Page 271.

WITNESS our hands and seals as of the respective dates set forth below.

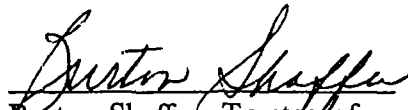
12-3, 1993

  
Milton Shaffer, Trustee of  
Shaffer Realty Nominee Trust

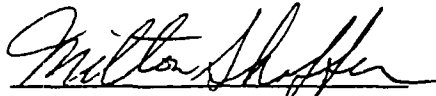
12-3, 1993

  
Irving Shaffer, Trustee of  
Shaffer Realty Nominee Trust


12-3-, 1993

  
Burton Shaffer, Trustee of  
Shaffer Realty Nominee Trust

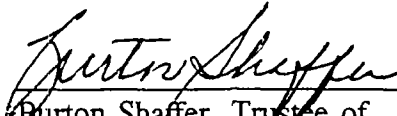
12-3, 1993

  
Milton Shaffer, Trustee  
B.I.M. Investment Trust

12-3, 1993

  
Irving Shaffer, Trustee of  
B.I.M. Investment Trust

12-3-, 1993

  
Burton Shaffer, Trustee of  
B.I.M. Investment Trust

COMMONWEALTH OF MASSACHUSETTS

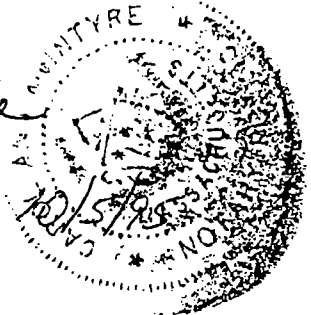
Suffolk ss.

12/3, 1993

Then personally appeared the above-named Milton Shaffer and acknowledged the foregoing to be his free act and deed, as Trustee of Shaffer Realty Nominee Trust and B.I.M. Investment Trust as aforesaid before me,

Cecil McIntyre  
Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

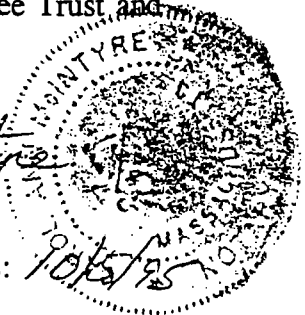
Suffolk ss.

12/3, 1993

Then personally appeared the above-named Irving Shaffer and acknowledged the foregoing to be his free act and deed, as Trustee of Shaffer Realty Nominee Trust and B.I.M. Investment Trust as aforesaid before me,

Cecil McIntyre  
Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

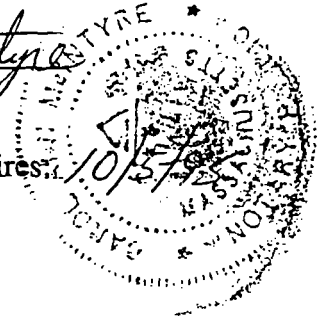
Suffolk ss.

12/3, 1993

Then personally appeared the above-named Burton Shaffer and acknowledged the foregoing to be his free act and deed, as Trustee of Shaffer Realty Nominee Trust and B.I.M. Investment Trust as aforesaid before me,

Carol McIntyre  
Notary Public

My commission expires 10/3/95



List of Exhibits

Exhibit A

*Legal Description of Burdened Parcels*

Exhibit B

*Legal Description of Restriction Area and Wetlands Restoration Area*

EXHIBIT ADESCRIPTION OF BURDENED PARCELS

Land in Walpole, Norfolk County, Massachusetts, more particularly described below.

PARCEL A

The land on the Northwesterly side of South Street shown as Lot B on plan entitled "Plan of Land in Walpole, Mass.," by E. Worthington, Engineer, dated March 12, 1937, recorded with Norfolk County Registry of Deeds, Book 2137, Page 501, bounded:

SOUTHEASTERLY	by South Street, 50 feet;
SOUTHWESTERLY	by Lot C, 261.34 feet;
NORTHWESTERLY	by land now or formerly of Leach by two lines measuring, respectively, 27.20 feet and 23 feet, more or less;
SOUTHWESTERLY	by the center line of the Neponset River;
NORTHWESTERLY	again by said land of Leach, 35 feet, more or less; and
NORTHEASTERLY	by Lot A by two lines measuring, respectively, 415.32 feet and 173.33 feet;

containing about 31,000 square feet, all as shown on said plan.

PARCEL B

Two lots of land together with the buildings thereon on the Northwesterly side of South Street, Walpole, Massachusetts shown as Lot A and Lot C on a plan by E. Worthington, Engineer, dated March 12, 1937 and recorded with the Norfolk County Registry of Deeds as plan 154 of 1937 in Book 2137 at Page 501, bounded and described as follows:

Said lot A is bounded southeasterly by South Street five hundred fifty and sixty-six hundredths (550.66) feet. Northeasterly by land now or formerly of Frank Baldassari

eighty nine and eleven hundredths (89.11) feet and by land now or formerly of John J. Cwiklinski and Mary Cwiklinski fifteen and eleven hundredths (15.11) feet. Northwesterly by land of said Cwiklinski eighty-two and eighty one hundredths (82.81) feet. Northeasterly by land of said Cwiklinski ninety one and twenty eight hundredths (91.28) feet. Northwesterly by land now or formerly of Porter S. Boyden, land now or formerly of Thomas W. White and by land now or formerly of Harold T. White two hundred seventy five and seventy four hundredths (275.74) feet. Northeasterly by land now or formerly of Harold T. White one hundred (100.00) feet. Northwesterly by Clark Avenue one hundred (100.00) feet. Northeasterly by the end of Clark Avenue and by land now or formerly of Maynard T. Boyden one hundred forth (140.00) feet. Northwesterly by land now or formerly of Lottie A. Leach two hundred fifty three and thirty three hundredths (253.33) feet. Southwesterly by lot B on said plan by two lines, four hundred fifteen and thirty two hundredths (415.32) feet and one hundred seventy three and thirty three hundredths (173.33) feet. Containing 205,490 square feet.

The most easterly corner of lot C lies fifty (50.00) feet southerly from the most southerly corner of lot A measured along the northwesterly side line of South Street and is bounded southeasterly by South Street eighty six and ninety seven hundredths (86.97) feet northeasterly by lot B on said plan two hundred sixty one and thirty four hundredths (261.34) feet. Northwesterly fourteen (14.00) feet by land now or formerly of Lottie A. Leach. Westerly by land of said Leach forth six and thirty hundredths (46.30) feet. Southwesterly in two lines by land of Mary T. Harrison ninety seven and thirty hundredths (97.30) feet and one hundred forty five and eighty six hundredths (145.86) feet. Containing 20,800 square feet.

RESTRICTION AREA  
SOUTH STREET, WALPOLE, MASSACHUSETTS

Beginning at a point, said point being on the Westerly Sideline of South Street, a length of Thirty-One and 99/100 (31.99) feet and a radius of Eighteen Hundred and 00/100 (1800.00) feet from a stone bound with a drill hole (SB/dh) at a point of curvature on South Street; thence

Northeasterly	And curving to the right along the arc of a curve having a radius of Eighteen Hundred and 00/100 (1800.00) feet, a length of One Hundred Sixty-Nine and 00/100 (169.00) feet by the Northwesterly side-line of South Street; thence
N 57-32-02 W	A distance of Fifty-Three and 81/100 (53.81) feet; thence
N 32-27-58 E	A distance of Three and 70/100 (3.70) feet; thence
N 57-32-02 W	A distance of Eight and 20/100 (8.20) feet; thence
N 32-27-58 E	A distance of Twelve and 50/100 (12.50) feet; thence
N 57-32-02 W	A distance of Thirty-Two and 20/100 (32.20) feet; thence
N 32-27-58 E	A distance of Three and 30/100 (3.30) feet; thence
N 58-02-38 W	A distance of Two Hundred and Five and 33/100 (205.33) feet; thence
N 32-06-08 E	A distance of Fifty-Two and 02/100 (52.02) feet; thence
S 57-53-37 E	A distance of One Hundred Sixty-Six and 18/100 (166.18) feet; thence
S 32-00-56 W	A distance of Two and 13/100 (2.13) feet; thence
S 57-53-37 E	A distance of Twenty-Five and 90/100 (25.90) feet; thence
N 32-06-23 E	A distance of Seven and 00/100 (7.00) feet; thence
S 57-53-37 E	A distance of Seven and 15/100 (7.15) feet; thence
N 32-06-23 E	A distance of Six and 00/100 (6.00) feet; thence
S 57-53-37 E	A distance of Seven and 00/100 (7.00) feet; thence



N 32-06-23 E A distance of Eleven and 48/100 (11.48) feet; thence  
 N 58-26-55 W A distance of Zero and 40/100 (0.40) feet; thence  
 N 31-33-05 E A distance of Twenty-Eight and 79/100 (28.79) feet;  
 thence  
 S 58-26-55 E A distance of Zero and 40/100 (0.40) feet; thence  
 N 32-11-22 E A distance of Forty-Nine and 04/100 (49.04) feet,  
 the previous Twenty (20) courses being by the build-  
 ing line of the "Old Mill"; thence  
 N 34-21-49 E A distance of Nineteen and 57/100 (19.57) feet;  
 thence  
 N 55-48-44 W A distance of One Hundred Thirteen and 17/100 (113.17)  
 feet; thence  
 S 41-18-14 W A distance of Forty-Nine and 11/100 (49.11) feet;  
 thence  
 Southwesterly and  
 Northwesterly And curving to the right along the arc of a curve  
 having a radius of Thirty-Six and 00/100 (36.00) feet,  
 a length of Fifty-Two and 00/100 (52.00) feet; thence  
 N 55-56-02 W A distance of Fifty-Four and 99/100 (54.99) feet;  
 thence  
 N 35-59-38 E A distance of Six and 49/100 (6.49) feet; thence  
 N 55-16-16 W A distance of Fifty-One and 38/100 (51.38) feet;  
 thence  
 S 63-55-25 W A distance of Thirty-Four and 81/100 (34.81) feet;  
 thence  
 N 67-22-39 W A distance of Fourteen and 34/100 (14.34) feet;  
 thence  
 S 49-15-23 W A distance of Seventy-Four and 25/100 (74.25) feet;  
 thence  
 S 52-05-10 W A distance of Forty-Four and 15/100 (44.15) feet;  
 thence  
 S 22-01-22 W A distance of Eighty-Six and 00/100 (86.00) feet;  
 thence

S 60-18-24 E A distance of Twenty-Six and 60/100 (26.60) feet;  
thence

S 55-44-08 E A distance of Eleven and 56/100 (11.56) feet; thence

S 20-00-24 W A distance of Sixteen and 00/100 (16.00) feet; thence

N 75-47-08 W A distance of Seventeen and 56/100 (17.56) feet;  
thence

N 57-36-09 W A distance of Nineteen and 26/100 (19.26) feet; thence

S 12-46-37 W A distance of Thirty-Nine and 92/100 (39.92) feet;  
thence

S 06-53-31 E A distance of Forty-One and 42/100 (41.42) feet; thence

S 16-43-55 W A distance of Thirty-Seven and 41/100 (37.41) feet;  
thence

S 12-55-08 E A distance of Forty-Three and 81/100 (43.81) feet;  
thence

S 36-56-51 E A distance of Fifty-Nine and 45/100 (59.45) feet;  
thence

S 67-37-34 E A distance of Thirty-Nine and 91/100 (39.91) feet;  
thence

N 38-12-56 E A distance of Sixty-Eight and 41/100 (68.41) feet;  
thence

S 53-30-30 E A distance of Ninety-Seven and 30/100 (97.30) feet;  
thence

S 75-34-46 E A distance of One Hundred Forty-Five and 85/100  
(145.85) feet, the previous three (3) courses being  
by land of Thomas F. Bannon and Francis E. Bannon,  
to the point of beginning and containing 124,994  
square feet.

Meaning and intending to describe the Restriction Area as shown  
on a plan of land entitled "Easement Plan of Land in Walpole, Mass."  
Scale: 1" = 40', January 7, 1993, Norwood Engineering Co., Inc.,  
Consulting Engineers-Land Surveyors, 1410 Route One, Norwood, Mass.  
02062.

WETLANDS RESTORATION AREA  
OFF SOUTH STREET, WALPOLE, MASSACHUSETTS

Beginning at a point, said point being on the Southeasterly Property Line of Domenic P. and Anna H. Silvi and being S 50-10-00 W a distance of One Hundred Fifty-Six and 92/100 (156.92) feet from a stone bound with a drill hole (SB/dh) set on the Southeasterly Property Line of Domenic P. and Anna H. Silvi; thence

- S 44-56-24 E A distance of Forty and 88/100 (40.88) feet; thence
- S 39-03-27 E A distance of Sixteen and 11/100 (16.11) feet;  
thence
- S 51-14-40 E A distance of Sixty-Six and 63/100 (66.63) feet;  
thence
- S 18-19-55 W A distance of Eighty-Seven and 13/100 (87.13) feet;  
thence
- N 67-06-32 W A distance of Seventeen and 43/100 (17.43) feet;  
thence
- N 42-24-06 W A distance of One Hundred Thirty-Two and 78/100  
(132.78) feet; thence
- N 11-55-11 W A distance of Twenty-Two and 59/100 (22.59) feet;  
thence
- N 50-10-00 E A distance of Sixty and 79/100 (60.79) feet by  
land of Domenic P. and Anna H. Silvi, to the point  
of beginning and containing 11,189 square feet.

Meaning and intending to describe the Wetlands Restoration Area as shown on a plan of land entitled "Easement Plan of Land in Walpole, Mass.: Scale 1" = 40', January 7, 1993, Norwood Engineering Co., Inc., Consulting Engineers-Land Surveyors, 1410 Route One, Norwood, Mass. 02062.

EXHIBIT B TO NOTIFICATION AND USE RESTRICTIONS

Granted by James C. Chase and Antonietta E. Chase, et al.

CONTAINMENT AREA EASEMENT  
PARCEL F

Land in Walpole, Norfolk County, Massachusetts described as follows:  
Beginning at a point, said point being a stone bound with a drill  
hole (SB/dh) at the most westerly corner of land of B.I.M.  
Investment Trust (Assessors Parcel 1235-4); thence

- S 02 35 30 W A distance of forty-six and 30/100 (46.30) feet,  
by land of B.I.M. Investment Trust; thence
- S 38 12 56 W A distance of sixty-eight and 41/100 (68.41) feet,  
by land of Thomas F. Bannon and Frances E. Bannon;  
thence
- N 67 37 34 W A distance of thirty-nine and 91/100 (39.91) feet;  
thence
- N 36 56 51 W A distance of fifty-nine and 45/100 (59.45) feet;  
thence
- N 12 55 08 W A distance of forty-three and 81/100 (43.81) feet;  
thence
- N 16 43 55 E A distance of thirty-seven and 41/100 (37.41)  
feet; thence
- N 06 53 31 W A distance of forty-one and 42/100 (41.42) feet;  
thence
- N 12 46 37 E A distance of fifty-two feet more or less (52'±)  
to the center line of the Neponset River; thence
- Easterly and Southeasterly A distance of one hundred thirty-three feet more  
or less (133'±), by the center line of the Neponset  
River; thence
- S 38 31 31 W A distance of twenty-three feet more or less  
(23'±), the previous two (2) courses being by land  
of Shaffer Realty Nominee Trust; thence
- S 23 52 00 W A distance of forty-one and 20/100 (41.20) feet,  
by land of Shaffer Realty Nominee Trust and B.I.M.  
Investment Trust, to the point of beginning and  
containing one half acre more or less (0.5 ±  
Acre).

Meaning and intending to describe Containment Area Easement  
Parcel F as shown on a plan of land entitled "Easement Plan of  
Land in Walpole, Mass." Scale: 1"=40', June 2, 1992, Norwood  
Engineering Co., Inc. Consulting Engineers - Land Surveyors,  
1410 Route One, Norwood, Mass. 02062, recorded with the Norfolk  
County Registry of Deeds as Plan No. 596 of 1992 in Plan Book 408.