

**GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT**

42 U.S.C. § 9601, *et seq.*, and M.G.L. c. 21E, § 6

*Note: This instrument is established as an institutional control for a federal Superfund site pursuant to a Consent Decree between the United States of America and the Roman Catholic Archbishop of Boston, a Corporation Sole as set forth below, and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the MASSACHUSETTS DEPARTMENT of ENVIRONMENTAL PROTECTION.*

  
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Disposal Site Name: Groveland Wells #1 and 2 Superfund Site  
Site Location: 64 Washington Street, Groveland, MA  
EPA Site Identification Number: 011750  
MassDEP Release Tracking No. 3-0000321

This GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT (the "Grant") is made as of this 16<sup>th</sup> day of October, 2012, by the Roman Catholic Archbishop of Boston, a Corporation Sole with a principal place of business at 66 Brooks Drive, Braintree, Massachusetts, 02184 ("Grantor").

**WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of an approximately 8.01 acre parcel of land known and/or numbered as 114 Center Street, located in Groveland, Essex County, Massachusetts, with the buildings and improvements thereon,

WHEREAS, said parcel being shown as Lot 8 on Map 40 in the Town of Groveland Assessor's Office and more particularly described in Exhibit A ("Legal Description of the Property") attached hereto and made a part hereof and in deeds recorded with the Essex County Registry of Deeds in Book 1660 Page 99 and Book 3322 Page 67 (the "Property"). The Property is shown on a plan entitled "Plan of the Site Exclusion Line on Land of the Roman Catholic Archbishop of Boston" prepared by ASEC Corporation dated April 20, 1999, recorded ~~with the Essex County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_;~~ *as exhibit B herewith*

WHEREAS, the Property is subject to this Grant of Environmental Restriction and Easement;

WHEREAS, the Property is subject to covenants, restrictions, easements and other rights and obligations under the terms and conditions of this instrument;

WHEREAS, the Property is located within the boundaries of a federal Superfund Site, known as the Groveland Wells Nos. 1 and 2 Superfund Site (the "Site"). The U.S.

Environmental Protection Agency, an agency established under the laws of the United States, having its New England regional office at 5 Post Office Square, Suite 100, Boston, MA 02109-3912 ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9605, placed the Site on the National Priorities List, set forth at 40.C.F.R. Part 300, Appendix B, by publication in the Federal Register at 48 Fed. Reg. 40658, 40666 (September 8, 1983), due to a release of hazardous substances, as those terms are defined by Section 101 of CERCLA, 42 U.S.C. § 9601;

WHEREAS, the Massachusetts Department of Environmental Protection, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("MassDEP"), as a result of the release of oil and/or hazardous materials at the Property, as those terms are defined in the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. c. 21E, as amended ("Chapter 21E"), has placed the Property on the Massachusetts List of Confirmed Disposal Sites and Locations to be Investigated pursuant to Chapter 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"), has classified the Property as a Tier 1A disposal site and has assigned to the Site MassDEP Release Tracking Number(s) 3-0000321;

WHEREAS, the EPA, with the concurrence of MassDEP, has selected one or more response actions (collectively, the "Selected Remedy") for the Site in accordance with CERCLA, 42 U.S.C. §§ 9601, *et seq.*, and the National Contingency Plan, 40 CFR §§ 300.1, *et seq.* (the "NCP"), said response actions being set forth in the following documents, which are all on file at the EPA Region 1 Record Center located at 5 Post Office Square, Boston, Massachusetts:

- A. a Record of Decision, dated September 30, 1988 (Source Control ROD, Operable Unit 1), with the concurrence of MassDEP dated September 22, 1988;
- B. a Record of Decision, dated September 30, 1991 (Management of Migration ROD, Operable Unit 2), with a concurrence of MassDEP dated September 27, 1991;
- C. an Explanation of Significant Differences, dated November 15, 1996 (Source Control ESD), with a concurrence of MassDEP dated October 9, 1996;
- D. an Explanation of Significant Differences, dated November 15, 1996 (Management of Migration ESD), with a concurrence of MassDEP dated October 9, 1996; and
- E. an Explanation of Significant Differences, dated September 26, 2007 (Source Control ESD), with a concurrence of MassDEP dated September 26, 2007.

WHEREAS, the Selected Remedy as described in the decision documents listed immediately above, is based, in part, upon the restriction of human access to and contact with hazardous substances in soil and groundwater;

WHEREAS, to implement the Selected Remedy, a plan entitled "Plan of the Site Exclusion Line on Land of the Roman Catholic Archbishop of Boston Center Street, Groveland, MA," dated April 20, 1999, was prepared by ASEC Corporation (hereinafter, the "Plan of the

Site Exclusion Line") and is attached as Exhibit B. The Site Exclusion Line, as delineated on Exhibit B, shows a portion of the Property defined as the "Site Exclusion Zone," which is located to the south and east of the Site Exclusion Line. The portion of the Property located to the west and north of the Site Exclusion Line shall be referred to herein as the "Site Zone"; and defines the restrictions of certain uses and activities occurring in, on, through, over or under the Property;

WHEREAS, the United States of America, acting through EPA (the "Performing Party"), has entered into two Superfund State contracts for the Groveland Wells Nos. 1 and 2 Superfund Site with the Commonwealth of Massachusetts, acting through MassDEP, which are on file at each agency, and which are titled as follows (referred to herein as the "Governing Agreements"):

A. "Superfund State Contract between The Commonwealth of Massachusetts and the U.S. Environmental Protection Agency for the Response Related to the Groveland Wells Nos. 1 and 2 Site, Groveland, Massachusetts" signed by EPA on April 14, 1995 and by Mass DEP on May 25, 1995; and

B. "Superfund State Contract between The Commonwealth of Massachusetts and the U.S. Environmental Protection Agency for the Response Related to the Groveland Wells Nos. 1 and 2 Site, Operable Unit Two (Source Control) Groveland, Massachusetts" signed by MassDEP on June 25, 2008 and by EPA on June 27, 2008;

WHEREAS, MassDEP, pursuant to Sections 3(a) and 6 of Chapter 21E, is authorized to take all action appropriate to secure to the Commonwealth the benefits of CERCLA and to acquire an interest in real property if necessary to carry out the purposes of Chapter 21E, and is willing to accept this Grant as joint Grantee with the United States or as sole Grantee, as the case may be;

WHEREAS, Grantor and the United States of America, acting through EPA, entered into an agreement titled "Administrative Order on Consent to the Roman Catholic Archbishop of Boston, a Corporation Sole, In the Matter of Groveland Wells Nos. 1 and 2 Superfund Site, Groveland, MA, U.S. EPA Docket No. CERCLA-1-99-0070" (the "Agreement"), a copy of which is on file at the EPA Records Center located at 5 Post Office Square, Boston, MA 02109-3912, in which Grantor agreed to perform certain response actions at the Site, including without limitation to implement certain environmental restrictions and an access easement such as that within the Grant, pursuant to Section VII ("Access and Institutional Controls") of the Agreement;

NOW, THEREFORE, pursuant to the terms and provisions of the Governing Agreements and the Agreement identified above, the receipt and sufficiency of which consideration is hereby acknowledged, the Roman Catholic Archbishop of Boston, a Corporation Sole ("Grantor"), hereby GIVES, GRANTS and CONVEYS to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("Grantee"), as a gift, with QUITCLAIM COVENANTS, an ENVIRONMENTAL RESTRICTION ("Restriction") in, on, through, over and under the Property. Said Restriction is subject to the following terms and conditions:

1. Purpose. It is the purpose of this Grant to establish covenants and restrictions and to convey to Grantee real property rights involving access and enforcement, all of which shall run with the land, to facilitate the remediation of environmental contamination, and to protect human health and the environment by reducing the risk of exposure to contaminants.

2. Applicability. The restrictions set forth in Paragraph 3 ("Restricted Uses and Activities") shall not apply to any response action undertaken by EPA or MassDEP, or their respective agents, representatives, contractors, subcontractors, or employees, pursuant to CERCLA or Chapter 21E, and their respective implementing regulations; provided, however, that if any such response action results in a change in the areal extent or grade of any portion of the Property required to be restricted under this instrument to ensure that the Selected Remedy is protective of human health and the environment, or if Grantee otherwise determines that it is necessary to amend or partially release this instrument as a result of such response actions, then the person performing such response action shall, in accordance with the requirements of Paragraph 14 ("Amendment and Release"), (i) obtain Grantor's agreement to amend this instrument, including the Plan attached as Exhibit B, and/or to partially release this instrument, as applicable, (ii) with Grantor's agreement submit an application to Grantee therefor, and (iii) ensure that all actions necessary to effectuate such an amendment and/or partial release are taken.

3. Restricted Uses and Activities. Except as provided in Paragraph 2 ("Applicability"), Paragraph 4 ("Permitted Uses and Activities") and Paragraph 6 ("Emergency Excavation"), Grantor shall not perform, suffer, allow or cause any person to perform any of the following activities:

- A. Residential and/or agricultural uses in, on, upon, through or under the Site Zone;
- B. Extraction of groundwater in, on, upon, through, over or under the entire Property (and not just within the Site Zone) for consumption or any other purpose, except for groundwater monitoring;
- C. Excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil within the Site Zone, and;
- D. Any activities within the Site Zone that would interfere with or adversely affect the implementation, integrity, or protectiveness of the Selected Remedy, including without limitation, groundwater treatment facilities, piping, conduits, wiring, extraction system and wells.

For the restricted uses identified in Paragraphs 3(A), (C) and (D), reference is made to the Plan of the Site Exclusion Line attached hereto as Exhibit B and to the As-Built Records, on file at the EPA Record Center located at 5 Post Office Square, Boston, Massachusetts, which provide information about the location within the Property and engineering details, respectively, of certain of the foregoing components of the Selected Remedy.

4. Permitted Uses and Activities. Grantor expressly reserves the right to perform, suffer, or allow, or to cause any person to perform any use or activity in, on, upon, through, over or under the Property that is not listed in Paragraph 3 ("Restricted Uses and Activities") of this

Grant. The provisions of this Paragraph 4 ("Permitted Uses and Activities") shall not release Grantor or any party from liability for releases of oil or hazardous substances nor shall this provision excuse Grantor or any other party from complying with CERCLA, Chapter 21E or any other applicable federal, State, or local laws regulations or ordinances.

5. Reserved

6. Emergency Excavation. If it becomes necessary to excavate within the Site Zone as part of a response to an emergency (e.g., repairing utility lines or responding to a fire or flood), and such excavation could result in a significant risk of harm from exposure to the hazardous substances located within the Site Zone, the requirements of Paragraph 3.C of this Grant shall be suspended with respect to such excavation for the duration of such response, provided that Grantor:

A. orally notifies the following persons of such emergency as soon as possible but no later than two (2) hours after having learned of such emergency:

i. EPA National Response Center at (800) 424-8802; and

ii. MassDEP Emergency Response at (888) 304-1133; or

iii. such other persons as Grantee or EPA may identify in writing, from time to time, to Grantor for such emergency response notifications;

B. notifies Grantee and EPA as detailed in Paragraph 18 in writing of such emergency no later than five (5) days after having learned of such emergency;

C. limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

D. implements all measures necessary to limit actual or potential risk to the public health and environment, including the use of personal protective equipment;

E. engages a qualified environmental professional satisfactory to EPA, unless MassDEP is a Grantee, in which case Grantor must instead engage a hazardous waste site cleanup professional, who is a "Licensed Site Professional" ("LSP") as defined in the MCP at 310 CMR 40.0006(12), to oversee the implementation of this Paragraph, and to prepare and oversee the implementation of a written plan which will restore the Property to a condition which meets or exceeds the performance standards established for the Selected Remedy and which is consistent with this Restriction, and to review and evaluate response actions contained in said plan to ensure minimal disturbance of the contaminated soils; Grantor to implement said plan as soon as reasonably possible following such emergency; and a copy of said plan to be submitted to MassDEP and EPA, within ten (10) days of its performance, with a statement from the LSP confirming that the Property has been restored to the standard described above.

7. Easements. In establishing this Restriction, Grantor hereby grants the following easements for the term of this Grant to Grantee, its agents, contractors, subcontractors, and employees:

A. to pass and repass over the Property for purposes of inspecting the Property to ensure compliance with the terms of this Restriction; and

B. in, on, through, over and under the Property for purposes of conducting subsurface investigations, installing groundwater monitoring wells, and conducting other investigations of the Property and/or response actions consistent with (i) CERCLA and the NCP and/or (ii) Chapter 21E and the MCP, provided that if investigations physically disrupt Grantor's land or improvements, the Grantee shall restore the same to its prior condition within a reasonable period of time and to the extent reasonably practicable.

8. Construction. This instrument shall be liberally construed to effect its purpose and the policies and purposes of CERCLA and/or Chapter 21E. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

9. Severability. Grantor hereby agrees, in the event that a court or other tribunal determines that any provision of this instrument is invalid or unenforceable:

A. that any such provision shall be deemed automatically modified to conform to the requirements for validity and enforceability as determined by such court or tribunal; or

B. that any such provision that, by its nature, cannot be so modified, shall be deemed deleted from this instrument as though it had never been included.

In either case, the remaining provisions of this instrument shall remain in full force and effect.

10. Enforcement.

A. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

i. the assessment of penalties and other action by Grantee, and its successors and assigns, to enforce the terms of this instrument, pursuant to CERCLA and/or M.G.L. c. 21E, and their respective implementing regulations, and other law and regulations, as applicable; and

ii. upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies which could include the issuance of an order to modify or remove any improvements constructed in violation of the terms of this instrument at Grantor's sole cost and

expense, and/or to reimburse Grantee for any costs incurred in modifying or removing any improvement constructed in violation of the terms of this instrument.

B. Notwithstanding any other provision of this instrument, all rights and remedies (including without limitation sanctions and penalties) available hereunder shall be in addition to, but not in lieu of, any and all rights and remedies (including without limitation sanctions and penalties) at law or in equity, including under CERCLA or Chapter 21E, and/or pursuant to the Governing Agreements, which rights and remedies Grantee fully reserves. Enforcement of the terms of this instrument shall be at the discretion of Grantee, and any forbearance, delay or omission to exercise its rights under this instrument shall not be deemed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument.

11. Provisions to Run With the Land. This Restriction establishes certain rights, liabilities, agreements and obligations for the Property that shall run with the Property for the term of this Restriction. Grantor hereby covenants for itself and its executors, administrators, heirs, successors and assigns to stand seized and hold title to the Property subject to this Restriction.

The rights granted to Grantee, its successors and assigns, do not provide, however, that a violation of this Restriction shall result in a forfeiture or reversion of Grantor's title to the Property.

12. Concurrence Presumed. It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions of this document; and

B. all such parties and any party claiming by, through, or under them, and their respective agents, contractors, sub-contractors and employees, also agree that the Restriction herein established shall not be violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

13. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. Grantor hereby agrees to incorporate this Restriction, in full or by reference, into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property, or any portion thereof, is conveyed as long as this Restriction shall be in force and effect.

14. Amendment and Release.

A. Amendment. This instrument, including without limitation any of its Exhibits, may be amended only with the prior, written approval of Grantee. Grantor may propose to Grantee, with a copy to the Performing Party, an amendment of a use or activity restriction set forth in Paragraph 3 ("Restricted Uses and Activities"), or of a

permitted use or activity set forth in Paragraph 4 ("Permitted Uses and Activities"), based upon changed circumstances including without limitation new analytic and engineering data. In the event that Grantor requests such an amendment, Grantor shall comply with such requirements as Grantee may identify for that purpose. Grantor agrees to cooperate with Grantee if it becomes necessary to modify this instrument in order to maintain the continued effectiveness of the Selected Remedy. All amendments shall include Grantee's signed approval and shall become effective upon recording and/or registration with the appropriate registry of deeds and/or land registration office. MassDEP will provide notice to EPA prior to approving an amendment to the Grant. Such notice shall not be a condition of or a requirement for any such amendment to be effective.

B. Release. Grantee may release its interest in the Grant, in whole or in part, in its sole discretion. MassDEP will provide notice to EPA prior to releasing its interest in the Grant. Such notice shall not be a condition of or requirement for any such release to be effective. This Grant shall not be deemed released unless and until Grantee has released its interest hereunder. Any such release(s) shall become effective upon recording and/or registration with the appropriate registry of deeds and/or land registration office.

C. Recordation and/or Registration. Grantor hereby agrees to record and/or register with the appropriate registry of deeds and/or land registration office any amendment to and/or release of this instrument, or other document created pursuant to this instrument for which such recording and/or registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release or other such document executed by Grantee and/or evidencing Grantee's approval, as appropriate, in recordable form. No more than thirty (30) days from the date of such recording and/or registering of said amendment, release and/or other such document, Grantor shall provide a certified registry copy of the amendment, release and/or other such document to Grantee, with a copy to the Performing Party. At that time, or as soon thereafter as it becomes available, Grantor shall provide Grantee with the final recording and/or registration information for the amendment, release, and/or other such document, certified by said registry. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment or release.

D. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. §40.1403(7), as amended, and within thirty (30) days after recording and/or registering any such amendment, release, or other such document, Grantor shall: (i) provide the Town of Groveland Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such recorded and/or registered amendment, release or other such document; (ii) publish a legal notice indicating the recording and/or registering of such amendment, release or other such document, and including the information described in 310 C.M.R. §40.1403(7)(b)(1), in a newspaper which circulates in the Town of Groveland; and (iii) provide copies of said legal notice to Grantee within seven (7) days of its publication.

15. Payment of Future Costs. Grantor shall pay all costs incurred by Grantee not inconsistent with CERCLA or Chapter 21E, as applicable, including attorneys fees and interest, in connection with any request by Grantor for an approval, review or other action by Grantee pursuant to the terms of this instrument, including without limitation (i) an approval pursuant to Paragraph 4 ("Permitted Uses and Activities") of this instrument and (ii) for an approval, pursuant to Paragraph 14 ("Amendment and Release") of this instrument. Such costs shall be due and payable upon demand.

16. No Dedication Intended. Nothing herein shall be construed to be a gift or dedication of the Property to Grantee or to the general public for any purpose whatsoever.

17. Term. This Restriction shall run in perpetuity and is intended to conform to M.G.L. c. 184, § 26, as amended.

18. Notices.

A. General. Any notice, delivery or other communication permitted or required under this instrument, unless otherwise provided in this instrument, shall be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Notices or other communications shall be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address shall be deemed effective only upon receipt.

B. EPA (or Performing Party) and MassDEP. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Grantee, EPA and/or MassDEP, as the case may be, it shall be directed to both EPA and MassDEP, to the individuals at the addresses specified below, or as otherwise directed in writing by EPA and/or MassDEP, respectively.

As to EPA:

EPA Remedial Project Manager  
Groveland Wells #1 and 2 Superfund Site  
United States Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

and to:

EPA Enforcement Counsel  
Groveland Wells #1 and 2 Superfund Site  
United States Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

As to MassDEP:

Bureau of Waste Site Cleanup  
Department of Environmental Protection  
One Winter Street  
Boston, MA 02108  
Attention: Groveland Wells #1 and 2 Superfund Site Project Manager

19. Assignment. This Grant, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be freely assignable by Grantee, in whole or in part, at any time. MassDEP will provide notice to EPA and the Grantor prior to assigning its interest in the Grant. Such notice shall not be a condition of or a requirement for any such assignment to be effective. The grantee of such assignment shall record the assignment in the appropriate registry of deeds and/or the land registration office.

20. Rights Reserved. Acceptance of this Restriction shall not operate to bar, diminish, nor in any way affect any legal or equitable right of Grantee to issue any future order with respect to the Site or in any way affect any other claim, action, suit, cause of action, or demand which Grantee may have with respect to the Site.

21. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the United States and of the Commonwealth of Massachusetts, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

22. Effective Date. This Restriction shall become effective upon its recordation with the appropriate registry of deeds and/or land registration office.

No more than thirty (30) days from the date of recording and/or registration, Grantor shall provide Grantee with a certified registry and/or land registration office copy of this instrument.

As this Restriction is a gift, no Massachusetts deed excise stamps are affixed hereto, none being required by law.

[The remainder of this page is left intentionally blank.]

WITNESS the execution hereof under seal this 16<sup>th</sup> day of October, 2012.

GRANTOR:

ROMAN CATHOLIC ARCHBISHOP OF  
BOSTON

By: + Sean O'Malley  
Sean Cardinal O'Malley, O.F.M., Cap.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 16<sup>th</sup> day of October, 2012, before me, the undersigned notary public, personally appeared Sean Cardinal O'Malley, O.F.M., Cap., Roman Catholic Archbishop of Boston, as he is the Roman Catholic Archbishop of Boston, proved to me through satisfactory evidence of identification, which was his MA DMV license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Roman Catholic Archbishop of Boston

Notary Public:

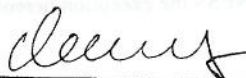
My Commission Expires:



In accordance with M.G.L. c. 21E, § 6, as amended, the Commissioner of the Department of Environmental Protection hereby approves this Grant of Environmental Restriction and Easement (as to form only).

Date:

3/25/2014



Commissioner  
Department of Environmental Protection

Upon recording, return to:

Bureau of Waste Site Cleanup  
Department of Environmental Protection  
One Winter Street  
Boston, MA 02108

Attention: Groveland Wells # 1 and 2 Superfund Site Project Manager



List of Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	"Plan of the Site Exclusion Line"

## Exhibit A

### Legal Description of the Property

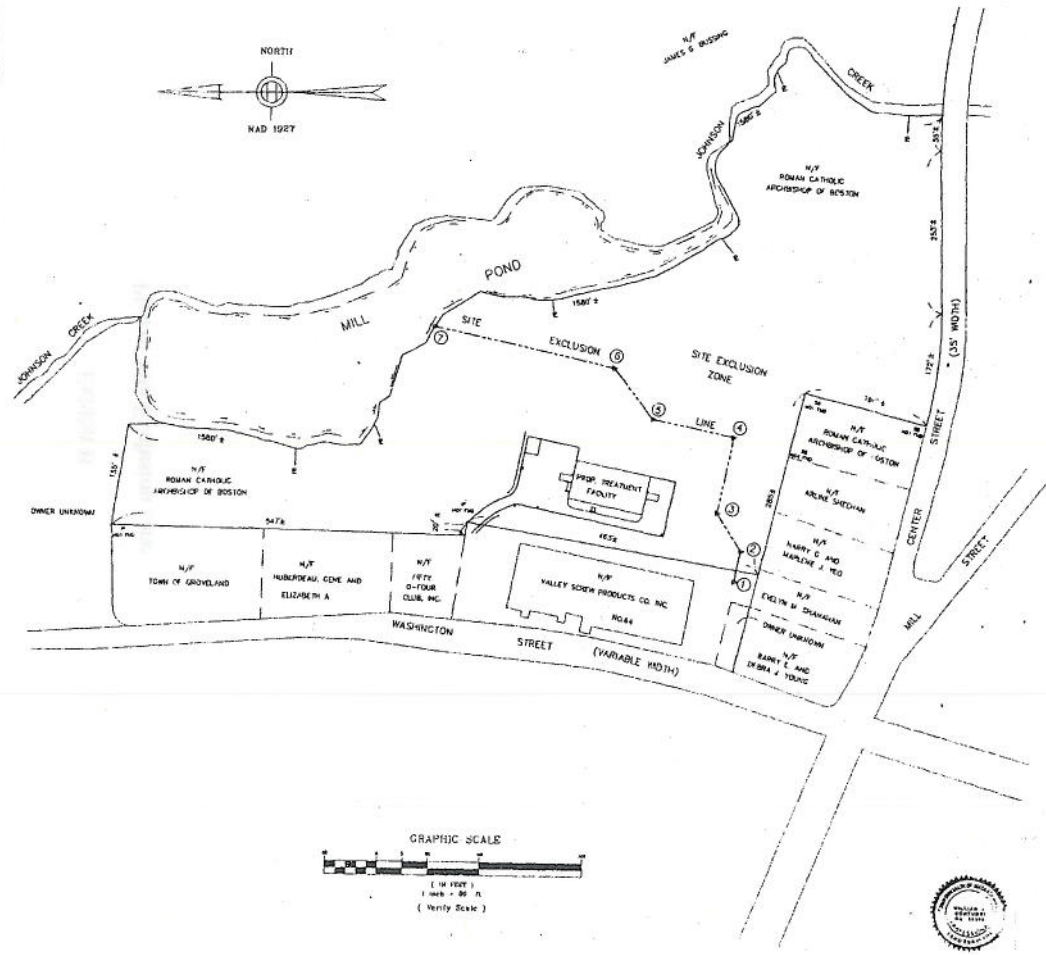
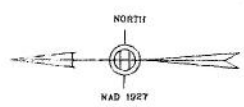
All areas shown as "N/F Roman Catholic Archbishop of Boston" on the plan of land entitled "Plan of the Site Exclusion Line on Land of The Roman Catholic Archbishop of Boston dated April 20, 1999, prepared for Metcalf & Eddy by ASEC Corporation, Quincy, Mass.", said plan has been recorded herewith and is also shown as Exhibit B herewith. Such property includes the land bounded by Center Street and Mill Pond, including the "Site Exclusion Zone, but excludes a small rectangular parcel of land shown as "N/F Roman Catholic Archbishop of Boston." Such rectangular parcel is bounded by Center Street and is located to the east of another rectangular parcel of land shown as "N/F Arline Sheehan."

## Exhibit B

### Plan of Site Exclusion Line

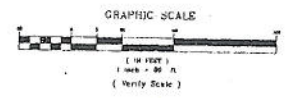
Surveyed Records Center  
 1175  
 1175  
 OTHER: 1175

FOR RECORD USE ONLY



POINT	NORTHING	EASTING	BEARING	DISTANCE
1	N635,560.37	E727,905.86		
2	N635,551.20	E722,952.43	S78-51-38°	47.46'
3	N635,588.45	E723,010.08	N57-07-55°	88.64'
4	N635,565.59	E723,126.16	N78-51-33°	118.31'
5	N635,691.58	E723,150.98	N11-06-40°	128.41'
6	N635,754.01	E723,229.46	N51-29-53°	100.28'
7	N636,033.40	E723,289.56	N12-08-24°	285.78'

NOTE:  
 THE LOCATION OF BOUNDARY LINES, THE BUILDING AND  
 MILL POND AND ALL BOUNDARY DIMENSIONS WERE COMPILED  
 FROM RECORDED PLANS, DEEDS AND OTHER PLANS  
 FURNISHED BY METCALF & EDDY.  
 THE SITE EXCLUSION LINE WAS ESTABLISHED ON THE  
 GROUND AND LOCATED BY A FIELD SURVEY PREPARED  
 BY ASEC CORPORATION



PLAN OF THE SITE EXCLUSION LINE  
 ON LAND OF  
 THE ROMAN CATHOLIC ARCHBISHOP OF BOSTON  
 CENTRE STREET GROVELAND, MA  
 SCALE: 1 INCH = 80 FT DATE: APRIL 20, 1999  
 PREPARED FOR  
 METCALF & EDDY  
 PREPARED BY  
 ASEC CORPORATION QUINCY, MASS