

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this “REA”) is made as of the ____ day of _____, 20__, by and among **MCP III 176 GROVE LLC**, a Delaware limited liability company (“176 Grove Owner”), with an address at c/o Marcus Partners, Inc., 260 Franklin Street, Suite 620, Boston, Massachusetts 02110, [NTD – TO BE FORMED] **MCP III 206 GROVE LLC**, a Delaware limited liability company (“206 Grove Owner”), with an address at c/o Marcus Partners, Inc., 260 Franklin Street, Suite 620, Boston, Massachusetts 02110, and **MCP III 210 GROVE LLC** a Delaware limited liability company (“210 Grove Owner”), with an address at c/o Marcus Partners, Inc., 260 Franklin Street, Suite 620, Boston, Massachusetts 02110. 176 Grove Owner, 206 Grove Owner and 210 Grove Owner are sometimes referred to herein individually as an “Owner”, and collectively, as the “Owners”.

BACKGROUND:

- A. Reference is made to that certain Approval Not Required Plan of Land 176-210 Grove Street, Franklin, Massachusetts by Kelly Engineering Group dated _____ and endorsed as approval not required under the Subdivision Control Law by the [*Franklin Planning Board*] on _____, and recorded with the Norfolk County Registry of Deeds (the “Registry”) as Plan No. ____ of 202_.
- B. 176 Grove Owner is the owner of that certain parcel of real estate numbered 176 Grove Street, Franklin, Massachusetts and shown as Lot 1 on the on the plan entitled “Exhibit A Overall Lotting”, dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit A (the “Site Plan”) and as more particularly described in Exhibit H attached hereto (the “176 Grove Lot”).
- C. 206 Grove Owner is the owner of that certain parcel of real estate numbered 206 Grove Street, Franklin, Massachusetts and shown as Lot 2 on the Site Plan and as more particularly described in Exhibit I attached hereto (the “206 Grove Lot”).
- D. 210 Grove Owner is the owner of that certain parcel of real estate numbered 210 Grove Street, Franklin, Massachusetts and shown as Lot 3 on the Site Plan and as more particularly described in Exhibit J attached hereto (the “210 Grove Lot”, and together with the 176 Grove Lot and the 206 Grove Lot, collectively referred to herein as, the “Lots” and each individually as, a “Lot”).
- E. Existing paved driveways and travel lanes (collectively as they currently exist, the “Access Drives”) currently extend through each of the 176 Grove Lot, the 206 Grove Lot, and the 210 Grove Lot, which Access Drives provide access and egress to and from Grove Street (“Grove Street”) and the Lots.

- F. Existing paved vehicle parking areas (collectively as they currently exist, the “Parking Areas”) are currently located on the 176 Grove Lot and the 206 Grove Lot, which Parking Areas serve as parking lots for each of the 176 Grove Lot, 206 Grove Lot and 210 Grove Lot.
- G. Existing water pumps (the “Water Pumps”) are currently located on the 206 Grove Lot, which Water Pumps serve the 176 Grove Lot and the 210 Grove Lot.
- H. Each Owner desires to maintain access and use of the Access Drives, as currently existing, for the benefit of each Owner and their respective agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees, but only insofar as necessary to obtain access to and egress from Grove Street and each of the Lots, and subject to the applicable relocation rights of the applicable Owner as set forth herein.
- I. Each of 176 Grove Owner, 206 Grove Owner and 210 Grove Owner desires to maintain access and use of the Parking Areas for the benefit of each Owner of each of the 176 Grove Lot, the 206 Grove Lot, and the 210 Grove Lot and their respective agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees, subject to the applicable relocation rights as set forth herein.
- J. Each of 176 Grove Owner and 210 Grove Owner desires to maintain access and use of the Water Pumps, as currently existing, for the benefit of the 176 Grove Owner, the 210 Grove Owner and their respective agents, employees, contractors, and subcontractors, and subject to the applicable relocation rights of the applicable Owner as set forth herein.
- K. 176 Grove Owner and 210 Grove Owner desire to grant to the 206 Grove Owner a temporary construction easement for the construction of the buildings and other improvements to be located on the 206 Grove Lot.
- L. Each of Owner desires to set forth certain other easement rights for the benefit of the other Owners, as the case may be, subject to the terms and conditions set forth herein.

DECLARATION

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, 176 Grove Owner, as owner of the 176 Grove Lot, 206 Grove Owner, as owner of the 206 Grove Lot, and 210 Grove Owner, as owner of the 210 Grove Lot, do hereby agree and covenant as set forth herein:

**ARTICLE I
EASEMENT RIGHTS**

Section 1.1 Access Drives Easement.

(a) **Grant by 176 Grove Owner to 206 Grove Owner.** 176 Grove Owner, as owner of the 176 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement over those portions of the Access Drives located on the 176 Grove Lot and identified as the “Access Easement from 176 to 206” on the plan entitled “Exhibit B Access Easements”, dated November 4, 2020, prepared by Kelly Engineering Group and attached as Exhibit B hereto (the “Access Easements Plan”) solely for the use of the Access Easement from 176 to 206 by 206 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for access to and from Grove Street and the 206 Grove Lot, but only insofar as is necessary to provide direct access and egress to and from such Lot and Grove Street, as the case may be, subject to 176 Grove Owner’s right to relocate or reconfigure such portions of the Access Easement from 176 to 206 as provided herein. The easement created and granted hereby in the 176 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land. Nothing herein shall limit 176 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees from using such portions of the Access Easement From 176 to 206 located on the 176 Grove Lot in a manner not inconsistent with the rights and easements granted hereunder.

(b) **Grant by 206 Grove Owner to 176 Grove Owner.** 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 176 Grove Owner, as owner of the 176 Grove Lot, a non-exclusive, perpetual easement over those portions of the Access Drives located on the 206 Grove Lot and identified as the “Access Easement from 206 to 176” and on the Access Easements Plan solely for the use of the Access Easement from 206 to 176 by 176 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for access to and from Grove Street and the 176 Grove Lot, but only insofar as is necessary to provide direct access and egress to and from such Lot and Grove Street, subject to 206 Grove Owner’s right to relocate or reconfigure such portions of the Access Easement from 206 to 176 as provided herein. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 176 Grove Lot and shall run with the land. Nothing herein shall limit 206 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees from using such portions of the Access Easement from 206 to 176 located on the 206 Grove Lot in a manner not inconsistent with the rights and easements granted hereunder.

(c) **Grant by 206 Grove Owner to 210 Grove Owner.** 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 210 Grove Owner, as owner of the 210 Grove Lot, a non-exclusive, perpetual easement over those portions of the Access Drive located on the 206 Grove Lot and identified as the “Access Easement from 206 to 210” and on the Access Easements Plan solely for the use of the Access Easement from 206 to 210 by 210 Grove Owner and its, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for access to and from Grove Street and the 210 Grove Lot, but only insofar as is necessary to provide direct access and egress to and

from such Lot and Grove Street subject to 206 Grove Owner's right to relocate or reconfigure such portions of Access Easement from 206 and 210 as provided herein. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 210 Grove Lot and shall run with the land. Nothing herein shall limit 206 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees from using such portions of the Access Easement from 206 to 210 located on the 206 Grove Lot in a manner not inconsistent with the rights and easements granted hereunder.

(d) **Grant by 210 Grove Owner to 206 Grove Owner.** 210 Grove Owner, as owner of the 210 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement over those portions of the Access Drives located on the 210 Grove Lot and identified as the "Access Easement from 210 to 206" on the Access Easements Plan solely for the use of the Access Easement from 210 to 206 by 206 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for access to and from Grove Street and the 206 Grove Lot, but only insofar as is necessary to provide direct access and egress to and from such Lot and Grove Street, subject to 210 Grove Owner's right to relocate or reconfigure such portions of the Access Easement from 210 to 206 as provided herein. The easement created and granted hereby in the 210 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land. Nothing herein shall limit 210 Grove Owner and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees from using such portions of the Access Easement from 210 to 206 located on the 210 Grove Lot in a manner not inconsistent with the rights and easements granted hereunder. The Access Easement from 176 to 206, Access Easement from 206 to 176, Access Easement from 206 to 210 and the Access Easement from 210 to 206 are collectively referred to herein as, the "Access Easement Areas" and each individually as, an "Access Easement Area".

Section 1.2 Parking Area Easements.

(a) **Grant by 176 Grove Owner to 206 Grove Owner.** 176 Grove Owner, as owner of the 176 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, an exclusive, perpetual easement in the parking area located on the 176 Grove Lot and identified as the "Parking Easement from 176 to 206" on the plan entitled "Exhibit C Parking Easements", dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit C (the "Parking Easements Plan") solely for the use of the Parking Easement from 176 to 206 by 206 Grove Owner, and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for vehicular and pedestrian ingress and egress to the Parking Easement from 176 to 206 and the parking of motor vehicles on the Parking Easement from 176 to 206, subject to 176 Grove Owner's right to relocate or reconfigure the Parking Easement from 176 to 206 as provided herein. The easement created and granted hereby in the 176 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land.

(b) **Grant by 206 Grove Owner to 210 Grove Owner.** 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 210 Grove Owner, as owner of the 210 Grove Lot, an exclusive, perpetual easement in the parking area located on the 206 Grove Lot and identified as the “Parking Easement from 206 to 210” on the Parking Easements Plan solely for the use of the Parking Easement from 206 to 210 by 210 Grove Owner, and its agents, employees, tenants, customers, visitors, contractors, subcontractors, and invitees for vehicular and pedestrian ingress and egress to the Parking Easement from 206 to 210 and the parking of motor vehicles on the Parking Easement from 206 to 210 subject to 206 Grove Owner’s right to relocate or reconfigure the Parking Easement from 206 to 210 as provided herein. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 210 Grove Lot and shall run with the land. The Parking Easement from 176 to 206 and the Parking Easement from 206 to 210 are collectively referred to herein as, the “Parking Easement Areas” and each individually as, a “Parking Easement Area”.

(c) **Repair and Maintenance.** Each Owner shall repair and maintain the portions of the Parking Easement Area located within its respective Lot in good order and repair and in a manner consistent with the operation of similar facilities in Franklin, Massachusetts.

Section 1.3 Signage Easements.

(a) **Grant by 176 Grove Owner to 206 Grove Owner.** 176 Grove Owner, as owner of the 176 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement to erect and maintain one or more entrance or wayfinding signs on the 176 Grove Lot in the areas identified as the “Sign Easement from 176 to 206” on the plan entitled “Exhibit D Sign Easements”, dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit D (the “Sign Easements Plan”). The 206 Grove Owner’s right to erect entrance and wayfinding signs shall be subject to applicable laws, ordinances and regulations and the other terms and conditions of this REA. The 206 Grove Owner agrees that any such entrance and wayfinding signs shall be of a size that bears a reasonable proportion to the size of the other entrance or wayfinding signs for the buildings on the 176 Grove Lot, to the extent any such entrance and wayfinding signs exist, and shall be aesthetically consistent with the other signage for 176 Grove Lot. The size and design of any such entrance or wayfinding sign shall be subject to the 176 Grove Owner’s prior approval, which shall not be unreasonably withheld or delayed. The easement created and granted hereby in the 176 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land. All costs and expenses associated with the initial construction of the entrance and wayfinding signs shall be borne by 206 Grove Owner and the 206 Grove Lot Owner shall repair, maintain, and replace the entrance and wayfinding signs in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA.

(b) **Grant by 210 Grove Owner to 206 Grove Owner.** 210 Grove Owner, as owner of the 210 Grove Lot, hereby grants and conveys to the 206 Grove Owner, as

owner of the 206 Grove Lot, a non-exclusive, perpetual easement to erect and maintain one or more entrance or wayfinding signs on the 210 Grove Lot in the areas identified as the “Sign Easement from 210 to 206” on the Sign Easements Plan. The 206 Grove Owner’s right to erect entrance and wayfinding signs shall be subject to Applicable Laws and the other terms and conditions of this REA. The 206 Grove Owner agrees that any such entrance and wayfinding signs shall be of a size that bears a reasonable proportion to the size of the other entrance or wayfinding signs for the buildings on the 210 Grove Lot, to the extent any such entrance and wayfinding signs exist, and shall be aesthetically consistent with the other signage for 210 Grove Lot. The size and design of any such entrance or wayfinding sign shall be subject to the 210 Grove Owner’s prior approval, which shall not be unreasonably withheld or delayed. The easement created and granted hereby in the 210 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land. All costs and expenses associated with the initial construction of the entrance and wayfinding signs shall be borne by the 206 Grove Owner and the 206 Grove Owner shall repair, maintain, and replace the entrance and wayfinding signs in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA. The Sign Easement from 176 to 206 and the Sign Easement from 210 to 206 are collectively referred to herein as, the “Sign Easement Areas” and each individually as, a “Sign Easement Area”.

Section 1.4 Utilities.

(a) **Water Main Loop.**

(i) **Grant by 176 Grove Owner to 206 Grove Owner and 210 Grove Owner.** 176 Grove Owner, as owner of the 176 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, and 210 Grove Owner, as owner of the 210 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 176 Grove Lot for the purpose of connecting with and utilizing the water main and related facilities (the “Water Main Loop”) depicted on the plan entitled “Exhibit E Water Easements”, dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit E (the “Water Easements Plan”). Each of the 206 Grove Owner, as Owner of the 206 Grove Lot, and the 210 Grove Owner, as owner of the 210 Grove Lot shall be entitled to construct and install on its Lot water lines and related facilities that will connect improvements on each such Owner’s Lot to the Water Main Loop. The easement created and granted hereby in the 176 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot, and 210 Grove Lot and shall run with the land.

(ii) **Grant by 206 Grove Owner to 176 Grove Owner and 210 Grove Owner.** 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 176 Grove Owner, as owner of the 176 Grove Lot, and 210 Grove Owner, as owner of the 210 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 206 Grove Lot for the purpose of connecting with and utilizing the Water Main Loop in the area depicted on the Water Easements Plan. Each of the 176 Grove Owner, as Owner of the 176 Grove Lot, and the 210 Grove Owner, as owner of the 210 Grove

Lot shall be entitled to construct and install on its Lot water lines and related facilities that will connect improvements on each such Owner's Lot to the Water Main Loop. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 176 Grove Lot, and 210 Grove Lot and shall run with the land.

(iii) **Grant by 210 Grove Owner to 176 Grove Owner and 206 Grove Owner.** 210 Grove Owner, as owner of the 210 Grove Lot, hereby grants and conveys to 176 Grove Owner, as owner of the 176 Grove Lot, and 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 210 Grove Lot for the purpose of connecting with and utilizing the Water Main Loop in the area identified depicted on the Water Easements Plan. Each of the 176 Grove Owner, as owner of the 176 Grove Lot, and the 206 Grove Owner, as owner of the 206 Grove Lot shall be entitled to construct and install on its Lot water lines and related facilities that will connect improvements on each such Owner's Lot to the Water Main Loop. The easement created and granted hereby in the 210 Grove Lot shall be appurtenant to and for the benefit of the 176 Grove Lot, and the 206 Grove Lot and shall run with the land.

(iv) **Costs, Expenses, Repair and Maintenance.** All costs and expenses associated with the connection and utilization of the Water Main Loop shall be shared by the Owners as set forth herein. Each Owner shall repair and maintain the portions of the Water Main Loop located within its respective Lot in good order and repair and in a manner consistent with the operation of similar facilities in Franklin, Massachusetts. Each Owner shall be responsible for obtaining water service for its respective Lot and shall directly pay the provider for such service.

(b) **Water Pumps.**

(i) 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 210 Grove Owner, as owner of the 210 Grove Lot, an exclusive, perpetual easement in, on, over, under and across the 206 Grove Lot for the purpose of for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing the existing water pumps identified as the "Water Pump Access from 206 to 176 & 210" on the Water Easements Plan. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 210 Grove Lot and shall run with the land.

(ii) 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 176 Grove Owner, as owner of the 176 Grove Lot, an exclusive, perpetual easement in, on, over, under and across the 206 Grove Lot for the purpose of for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing the existing water pumps identified as the "Water Pump Access from 206 to 176 & 210" on the Water Easements Plan. The easement created and granted hereby in the 206 Grove Lot shall be appurtenant to and for the benefit of the 176 Grove Lot and shall run with the land.

(c) **Utility Easement.** Each Owner shall reasonably cooperate with the other Owners to grant easements for the construction, maintenance, testing, operation and interconnection of utilities, including without limitation gas, electric and teledata, and utility systems, including all panels, switches, lines, conduits, wires, and other equipment related thereto, serving a Lot, provided that such utilities and utility systems shall be installed in such a manner as to minimize interference with the use and operation of the other Lots.

Section 1.5 Sewer and Drainage Easement.

(a) **Sewer Line.** In connection with the development of the 206 Grove Lot, 176 Grove Owner hereby grants and conveys to 206 Grove Owner, as Owner of the 206 Grove Lot, an exclusive, perpetual easement in, on, over, under and across the 176 Grove Lot for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing a sanitary sewer line and related facilities (collectively, the “Sewer Line”) in the area identified as the “20’ Wide Sewer Easement From 176 to 206” on the plan entitled “Exhibit F Sewer & Drain Easements”, dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit F (the “Sewer and Drain Easements Plan”), which Sewer Line shall serve the 206 Grove Lot. All costs and expenses associated with the initial installation of the Sewer Line shall be borne by 206 Grove Owner. 206 Grove Owner shall repair, maintain, and replace the Sewer Line in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA, at its sole cost and expense. 206 Grove Owner shall be responsible for obtaining sanitary sewer service for the 206 Grove Lot and shall directly pay the provider for such service. The easement created and granted hereby in the 176 Grove Lot shall be appurtenant to and for the benefit of the 206 Grove Lot and shall run with the land.

(b) **Drainage Easement from 176 Grove Owner to 206 Grove Owner.** 176 Grove Owner, as owner of the 176 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 176 Grove Lot for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing stormwater lines, holding tanks, infiltration system, detention basins, storm piping, and other related improvements (the “176 Drainage Facilities”) in the area identified as the “Drainage Easement from 176 to 206” on the Sewer and Drain Easements Plan. 206 Grove Owner shall repair, maintain, and replace the 176 Drainage Facilities in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA, at its sole cost and expense.

(c) **Drainage Easement from 206 Grove Owner to 210 Grove Owner.** 206 Grove Owner, as owner of the 206 Grove Lot, hereby grants and conveys to 210 Grove Owner, as owner of the 210 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 206 Grove Lot for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing stormwater lines, holding tanks, infiltration system, detention basins, storm piping, and other related improvements (the “206

Drainage Facilities”) in the area identified as the “Drainage Easement from 206 to 210” on the Sewer and Drain Easements Plan. 210 Grove Owner shall repair, maintain, and replace the 206 Drainage Facilities in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA, at its sole cost and expense.

(d) **Drainage Easement from 210 Grove Owner to 206 Grove Owner.** 210 Grove Owner, as owner of the 210 Grove Lot, hereby grants and conveys to 206 Grove Owner, as owner of the 206 Grove Lot, a non-exclusive, perpetual easement in, on, over, under and across the 210 Grove Lot for the purpose of installing, maintaining, repairing, replacing, connecting with and utilizing stormwater lines, holding tanks, infiltration system, detention basins, storm piping, and other related improvements (the “210 Drainage Facilities”) in the area identified as the “Drainage Easement from 210 to 206” on the Sewer and Drain Easements Plan. 206 Grove Owner shall repair, maintain, and replace the 210 Drainage Facilities in a manner consistent with the operation of similar facilities in Franklin, Massachusetts and in accordance with the provisions of this REA, at its sole cost and expense. The Drainage Easement from 210 to 206, the Drainage Easement from 176 to 206 and the Drainage Easement from 206 to 210 are collectively referred to herein as, the “Drainage Easements” and each individually as, a “Drainage Easement”.

Section 1.6 Temporary Construction Easement.

(a) **176 Grove Temporary Construction Easement.** In connection with the development of the 206 Grove Lot, 176 Grove Owner hereby grants and conveys to 206 Grove Owner, as Owner of the 206 Grove Lot, a temporary non-exclusive construction easement in, on, over, under and across the 176 Grove Lot for the purpose of constructing the building and other improvements to be located on the 206 Grove Lot (the “176 Grove Temporary Construction Easement”) in the area identified as the “Construction Easement from 176 to 206” on the plan entitled “Exhibit G Construction Easements”, dated November 4, 2020, prepared by Kelly Engineering Group and attached hereto as Exhibit G (the “Construction Easements Plan”).

(b) **210 Grove Temporary Construction Easement.** In connection with the development of the 206 Grove Lot, 210 Grove Owner hereby grants and conveys to 206 Grove Owner, as Owner of the 206 Grove Lot, a temporary non-exclusive construction easement in, on, over, under and across the 210 Grove Lot for the purpose of constructing the building and other improvements to be located on the 206 Grove Lot (the “210 Grove Temporary Construction Easement”) in the area identified as the “Construction Easement from 210 to 206” on the Construction Easements Plan.

(c) **206 Grove Temporary Construction Easement.** In connection with the development of the 206 Grove Lot, 206 Grove Owner hereby grants and conveys to 210 Grove Owner, as Owner of the 210 Grove Lot, a temporary non-exclusive construction easement in, on, over, under and across the 206 Grove Lot for the purpose of constructing the building and other improvements to be located on the 206 Grove Lot (the “206 Grove

Temporary Construction Easement” and together with the 176 Grove Temporary Construction Easement and the 210 Grove Temporary Construction Easement, collectively referred to herein as the “Temporary Construction Easements”) in the area identified as the “Construction Easement from 206 to 210” on the Construction Easements Plan.

(d) **Scope of Temporary Construction Easements.** The scope of the Temporary Construction Easements shall consist of pedestrian and vehicular ingress and egress for 206 Grove Owner and 210 Grove Owner and any members, officers, directors, officials, employees, agents thereof, and its contractors and their respective subcontractors, vendors, suppliers and other representatives, guests, invitees and licensees thereof in, over, through and across the Temporary Construction Easements for the sole purpose of construction and installation of the buildings and other improvements to be located on the 206 Grove Lot (the “206 Grove Development”). The scope of the Temporary Construction Easements shall, in addition to ingress, egress and access, include, the following: (i) the right to place tools, materials and equipment in, over, under, through and across the Temporary Construction Easements and to operate construction equipment, vehicles and machinery (such as construction cranes) in, over, under, through and across the Temporary Construction Easements; (ii) the right to remove approved portions of the 176 Grove Lot, 206 Grove Lot or 210 Grove Lot, as applicable, or improvements thereon that fall within the Temporary Construction Easements that are reasonably necessary for the construction of, and for the installation in or attachment to the 176 Grove Lot, 206 Grove Lot or 210 Grove Lot, as applicable, of any connections, supports, suspensions or other improvements related to the 206 Grove Development provided that said portions so removed are replaced or restored to substantially the same or better condition following completion of construction of the 206 Grove Development including, without limitation, replacement of any surface parking spaces (including grading, asphalt, lighting and striping) that are disturbed by construction of the 206 Grove Development; and (iii) the right to excavate portions of the 176 Grove Lot, 206 Grove Lot or 210 Grove Lot, as applicable, that fall within the Temporary Construction Easements as required to construct the 206 Grove Development. Grantor and Grantee intend that the scope of the Temporary Construction Easements shall be interpreted in a manner allowing all activity reasonably consistent with the initial construction and installation of the 206 Grove Development, provided that 206 Grove Owner’s or 210 Grove Owner’s use of the Temporary Construction Easements shall not unreasonably interfere with or unnecessarily disrupt the existing uses of the 176 Grove Lot, 206 Grove Lot or 210 Grove Lot, as applicable, outside of the Temporary Construction Easements including rights of tenants under leases. For such purposes, each of the 176 Grove Owner, 210 Grove Owner and 206 Grove Owner shall cooperate, and shall cause their respective agents, employees, representatives, contractors and subcontractors to cooperate, to facilitate all construction activity on 176 Grove Lot, 206 Grove Lot or 210 Grove Lot, as applicable, to be conducted in a cooperative and coordinated manner.

(e) **Duration of the Temporary Construction Easements.** 206 Grove Owner’s and 210 Grove Owner’s right to use the Temporary Construction Easements to

construct the 206 Grove Development shall commence on the date hereof and shall terminate upon completion of the 206 Grove Development.

(f) **Maintenance and Repair.** During the term of the Temporary Construction Easements, 206 Grove Owner shall take all reasonable steps to protect and secure the 176 Grove Lot and 210 Grove Lot and 210 Grove Owner shall take all reasonable steps to protect and secure the 206 Grove Lot in the proximity of any construction activities undertaken by 206 Grove Owner or 210 Grove Owner, as applicable, and 206 Grove Owner and 210 Grove Owner shall have the obligation to cause the areas of the Temporary Construction Easements to be maintained and repaired as reasonable and necessary at 206 Grove Owner's or 210 Grove Owner's, as applicable, sole cost and expense. At all times during construction of the 206 Grove Development, the Temporary Construction Easements shall be fenced off and secured. In the event 206 Grove Owner or 210 Grove Owner fails to perform such required maintenance and repair to the Temporary Construction Easements within 10 business days following notice from either the 176 Grove Owner, 206 Grove Owner or 210 Grove Owner, as applicable, the 176 Grove Owner, 206 Grove Owner or 210 Grove Owner, as applicable, shall have the right, but not the obligation, to cause such maintenance and repair to be performed and to recover reasonable expenses incurred by such Owner. If such curative measures are taken, 206 Grove Owner or 210 Grove Owner, as applicable, shall, within 15 days after 206 Grove Owner's or 210 Grove Owner's receipt of either the 176 Grove Owner, 206 Grove Owner or 210 Grove Owner, as applicable, written demand therefor, reimburse such Owner for all reasonable costs and expenses incurred with respect to such curative action.

(g) **Restoration Upon Completion.** Upon termination of the Temporary Construction Easements, 206 Grove Owner and 210 Grove Owner shall restore the Temporary Construction Easements to substantially the same or better condition as existed prior to 206 Grove Owner's or 210 Grove Owner's, as applicable, construction activities in the Temporary Construction Easements.

Section 1.7 Relocation and Other Rights and Obligations. Each Access Easement Area, Parking Easement Area, Sign Easement Area, Water Main Loop, the 176 Sewer Line, the 20' Wide Sewer Easement from 176 to 206, the Water Pump Access from 206 to 176 & 210 and the Drainage Easements, or any portions thereof, may be collectively or singularly referred to herein as an "Easement Area." Unless prohibited by public authority having jurisdiction or Applicable Laws, any Owner burdened by such easements shall have the right, at any time and from time to time, to relocate any or all of an Easement Area (and the utilities therein) elsewhere upon the same Lot provided, that (a) no Easement Area shall be relocated by any Owner without the prior written approval of any affected Owner, which approval shall not be unreasonably withheld, delayed or conditioned; (b) the work of any such relocation is paid for by the party undertaking the relocation; and (c) such work, once commenced, is diligently prosecuted to completion, is done in a good and workmanlike manner, does not unreasonably interrupt utility services within the affected Easement Area, or access to any Lot, and does not have an adverse effect on the benefited Lot (other than in a de minimis manner). Such work shall not

unreasonably interfere with the use of any Lot by the Owner or any other Permitted User thereof. Upon the recording with the Registry of (i) a plan showing each relocation (the cost of which shall be borne by the party undertaking the relocation) and (ii) a certificate by the party effecting such relocation referring to this instrument and certifying to the fact that such relocation has been completed in accordance with the requirements hereof, the rights and easements created herein with respect to those portions of an Easement Area so relocated shall cease and terminate and shall attach to the relocated portions thereof as if originally created with respect thereto.

If, in the exercise of any easement rights hereunder, any Owner or party acting on its behalf shall disturb the surface of an Easement Area or any other portion of another Owner's Lot, such party shall, as nearly as may be practicable, promptly restore the same to its former condition.

The rights and obligations provided for herein of any Owner to repair, maintain, and replace any utilities or roadway in the Easement Areas lying within a portion of another Owner's Lot, shall include, in each instance, the right and easement to enter upon the relevant Easement Area at any time and from time to time upon reasonable advance notice to the Owner of the affected Lot (except in the event of an emergency) in connection with the exercise of such rights.

ARTICLE II COVENANTS AND RESTRICTIONS

Section 2.1 Building Maintenance. Each Owner shall, at its own cost and expense (except as otherwise expressly provided herein), diligently maintain and repair its Lot and the structures, landscaping and other improvements located thereon from time to time, in a good and orderly manner in accordance with standards for similar facilities located in Franklin, Massachusetts, and otherwise in accordance with the requirements of this REA, Applicable Laws and all permits, approvals, licenses and entitlements applicable to each such Lot.

Section 2.2 Approvals. Approvals under this REA, if any, may be given, and the restrictions herein waived in particular respects, only by an instrument in writing signed by the applicable Owner holding the applicable approval rights hereunder, or its successors to whom the exclusive benefit of these restrictions may hereafter have been delegated by such Owner, and such instrument, whether or not recorded, shall be binding on all persons succeeding to the benefit of these restrictions. Any Owner may, in its discretion, waive any of the requirements set forth in this REA to the extent the same are solely for the benefit of such Owner. No Owner shall be responsible except for violations occurring on its Lot while Owner.

ARTICLE III ADMINISTRATION OF AGREEMENT

Section 3.1 Shared Costs. Each Lot Owner shall keep the paved areas, sewer lines, stormwater systems or other services, utility systems, and other improvements that it is responsible to maintain under this REA in compliance with all applicable legal requirements and in good condition and repair consistent with the operation of similar facilities in Franklin, Massachusetts. As described above, the Owners shall share the cost and expense of certain such repairs, maintenance and replacements (the “Shared Costs”), as calculated in accordance with each Owner’s Proportionate Share, which shall be paid by the Owners as hereinafter provided. The Proportionate Share for the 176 Grove Lot is [____]%, the Proportionate Share for the 206 Grove Lot is [____]% and the Proportionate Share for the 210 Grove Lot is [____]%. Notwithstanding the foregoing, each Owner of a Lot shall be responsible for maintaining the utilities contained within the buildings and other improvements located on such Lot and any utility lines that exclusively service such Lot.

Section 3.2 Payment.

(a) The Owner incurring any Shared Cost shall invoice the other Owner for its portion of Shared Costs no more often than monthly. Such invoices shall include back-up documentation that reasonably identifies the nature of the Shared Costs. The other Owner shall pay any amounts so invoiced within thirty (30) days after receipt of such invoice. Any amounts unpaid after thirty (30) days shall bear interest at the rate of one and one-half (1.5%) per month, compounding monthly, until paid in full. All Shared Costs shall be reasonable in amount, and any work or services performed for an Owner by a related party or affiliate shall be at competitive market rates.

(b) Failure of any Owner to pay its portion of the Shared Costs as provided above shall entitle the other Owner to the right to bring action to collect any amounts owing and to a lien securing the amount so owed against the Lot and any improvements or personal property thereon owned by the party failing to make such contribution, effective on recording a notice of lien in the Registry, subject to the provisions of Section 4.7 below.

Section 3.3 Disputes Regarding Shared Costs. In the event any Owner shall dispute the amount of the Shared Costs, or the apportionment thereof, the Lot Owner alleging such dispute shall provide written notice to the other Lot Owner. The Lot Owners shall have fifteen (15) business days to reach a satisfactory resolution of the dispute following receipt of the foregoing notice. If the Owners cannot reach an agreement regarding the resolution of the dispute, any such Owner may shall have the right to request that such determination be resolved by arbitration pursuant to the provisions of this Section. Within fifteen (15) business days of such request, each Owner shall appoint an arbitrator. Such arbitrator shall be an experienced real estate professional not affiliated or having any business relationship with any Owner (or any or its officers, directors, trustees, employees or agents). The two such arbitrators shall jointly appoint a third arbitrator with similar qualifications. If the two arbitrators are unable, within fifteen (15) business days, to appoint a third arbitrator, they shall submit a petition to appoint same to the office of the American Arbitration Association (or any

successor thereto) in the Commonwealth of Massachusetts. If the third arbitrator is not selected by agreement of the parties, then in addition to the other qualifications set forth above, the arbitrator must at that time have at least ten (10) years of experience in managing commercial office buildings in the Commonwealth of Massachusetts. The decision of the majority of arbitrators as to the amount of the Shared Costs and/or the apportionment thereof shall be binding. The arbitrators shall use good faith diligent efforts to reach a determination within thirty (30) days of the initial request. The arbitration shall be conducted in accordance with the then applicable rules of the American Arbitration Association (or successor) for commercial arbitrations. Each party shall pay the fees of the arbitrator selected by it, and one-half of the fee of the third arbitrator.

Section 3.4 Impositions. Each Owner shall pay directly to the applicable taxing authority, before the same is due, all real estate and personal property taxes, special and general assessments and other governmental charges of any kind and nature whatsoever, ordinary or extraordinary, which shall be assessed, levied or imposed upon or become due and payable in connection with, or a lien upon, the Lots or any part thereof (all of such taxes, assessments and other governmental charges are hereinafter collectively referred to as “Impositions”). If any Lot is not separately assessed for the purpose of the payment of Impositions, the Owners of the jointly assessed Lots will reasonably cooperate to collect Impositions from the Owner of each Lot and make payment thereof.

Section 3.5 Estoppel Certificate. Each Owner, as applicable, shall, within ten (10) business days after receipt of a request by any other Owner and at each such Owner’s sole cost and expense, furnish to such other Owner (and any existing mortgagee, prospective mortgagee or prospective transferee of such other Owner) a written estoppel certificate (a) stating whether there are any outstanding amounts owed by such other Owner and the amount of the delinquency, if any and (b) certifying as to any other factual matter relating to the Lot owned by such other Owner reasonably requested to be addressed. Any such estoppel certificate executed by each Owner, as applicable, may be relied upon as conclusively establishing the facts stated therein.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Compliance with Law. Each party exercising any rights hereunder shall comply with all applicable laws, rules, ordinances or regulations, or any governmental permit or approval, applicable to any portion of the Lots (the “Applicable Laws”). If necessary to allow the full exercise of rights hereunder by a particular benefited Owner, the Owner of any other Lot shall, if requested, execute appropriate consents, approvals, permit applications or the like evidencing the rights created hereunder.

Section 4.2 Permitted Users. The benefit of the easements described in this Agreement shall run to the specifically designated Owners hereto, and to any such

Owner's tenants, agents, independent contractors, vendors, licensees, customers, employees and invitees of such Owner accessing the Easement Areas by, through or under said Owner's rights (the Owner's "Permitted Users").

Section 4.3 Self-Help if Another Owner Fails to Perform. If an Owner fails to perform its obligations hereunder, any other affected Owner may undertake to perform such obligations, provided that, prior to taking such action, an Owner must (except in the event of an emergency) give fifteen (15) days advance written notice to the non-performing Owner. In such event, the cost so incurred by an Owner shall be shared among the Lots benefited by such action. Each Owner shall have specific performance rights with respect to a breach of operation, maintenance, repair, or rebuilding obligations under this REA to the extent affecting such Owner. Specific performance, self-help and reimbursement (including exercise of lien rights) shall be the sole remedy for any breach of this REA that can reasonably be cured by self-help (including casualty rebuilding) unless an Owner interferes with the exercise of self-help rights after notice. Default interest and late charges shall apply to all payments. If any Owner shall pay to rebuild the required areas of any other Owner, then until the payor Owner is repaid in full for all rebuilding costs (including interest and soft costs), an Owner who has not satisfied its obligation to repay such costs, shall not have the right to use the rebuilt area. There shall be no liability for consequential damages under this REA.

Section 4.4 Insurance and Casualty. Each Owner shall carry its own insurance in connection with the exercise of its easement rights on other Lots and agrees to indemnify, exonerate and hold harmless the other Owners from and against any and all loss, liability, cost, damage and expense arising out of, or alleged to have arisen out of, any excavation, construction or other work made on an easement area located on the Lot of another Owner in connection therewith by such Owner, or any lessee, employee, agent or contractor of any of them acting under or pursuant to this instrument including, without limitation, injury (including death) to persons and damage to property. At a minimum, all Owners shall carry liability insurance that complies with the coverage requirements and limits set forth on **Exhibit K.**

(a) In addition, before entering upon an Easement Area on land of another Owner in connection with any such excavation, construction or other work, the party making such entry or on whose behalf such entry is to be made, shall furnish the affected Owner with a certificate of public liability insurance [in an amount not less than [\$1,000,000]] (which may be under a blanket or umbrella policy or policies, so-called) bearing an endorsement naming the affected Owner as an insured thereunder and specifically insuring the liability of such party under this paragraph and thereafter shall keep such insurance coverage in full force and effect during the period of the work. Such certificate shall provide for thirty (30) days advance notice to the affected Owner in the event of cancellation of coverage.

(b) Each Owner shall maintain property insurance on the shared facilities and improvements located within the Easement Areas on its Lot, to the extent insurable, in

the amount of full replacement cost insuring such risks as are commercially reasonable to insure with respect to first-class mixed use developments from time to time.

(c) Each Owner shall be required to rebuild, with commercially reasonable diligence, the improvements located within the easement areas created under this REA and located on its Lots to the extent necessary for the reconstruction, use and operation of the benefitted Lots (or must rebuild reasonably equivalent areas). Any other improvements need not be rebuilt, but, to the extent not rebuilt, must be demolished and the remaining improvements restored or the affected Lots landscaped.

(d) In the event of a casualty that damages different Easement Areas that multiple Owners are responsible to restore, the responsible Owners shall cooperate on a reasonable basis to facilitate the most efficient rebuilding consistent with available insurance proceeds and obligations to lenders and tenants.

(e) In the event of a casualty, if the insurance proceeds necessary to rebuild any required rebuilding areas exceed [\$250,000] (increased for increases in CPI), the proceeds shall be deposited with an FDIC insured commercial bank to act as insurance trustee (which may be the mortgagee of the affected Lot) and disbursed in accordance with customary construction loan procedures. Other insurance proceeds shall be disbursed directly to the applicable Owner or its mortgagee. Insurance proceeds shall be allocated to the damaged components of the Lots in accordance with replacement cost.

Section 4.5 Notices. Any notice, consent or approval required or contemplated hereunder shall be in writing and shall be deemed duly given one day after being sent by a commercially recognized overnight delivery service, upon personal delivery, or three (3) days after being sent by certified mail or registered mail, return receipt requested, postage and registration charges prepaid, addressed as follows:

In the case of the 176 Grove Owner, 206 Grove Owner and 210 Grove Lot Owner:

c/o Marcus Partners, Inc.
260 Franklin Street, Suite 620
Boston, Massachusetts 02110

and

DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02210
Attention: Jarrod Matteson

and with respect to future Owners, to such other persons and at such other addresses as shall, from time to time, be designated by like notice to the parties hereto. At the request of the Owner of any Lot, all other Owners shall simultaneously send notice to any ground

lessee or mortgagee of the applicable Lot simultaneously with the delivery of notice to the applicable Owner provided that the applicable Owner has furnished, by written notice to each other Owner in the manner required hereunder, the name and notice address of applicable the ground lessee and/or the mortgagee.

Section 4.6 Limited Liability. Except as herein otherwise expressly provided, the Owner of any Lot shall be liable only for any breach of such Owner's obligations hereunder occurring during such Owner's period of ownership thereof. Nothing in this REA shall impose any liability on any shareholder, manager member, partner, or other person holding a direct or indirect interest in any Owner.

Section 4.7 Votes. Whenever this REA requires a vote or consent of the Owners, each Owner shall be entitled to a single vote except as otherwise expressly set forth herein. Any Owner hereunder may designate any ground lessee under a ground lease from such Owner or any mortgagee under a mortgage granted by such Owner as its designee with the right to exercise such Owner's rights to vote hereunder provided, that, such Owner provides the other Owners with written notice of such designation and the notice address for such designee. Upon receipt of written notice of such designation, such designee shall be entitled to exercise such Owner's rights to vote hereunder until such time as the other Owner receives written notice from the applicable Owner of the revocation or other termination of such designation.

Section 4.8 Priority of Mortgages. The lien for Shared Costs provided for herein and the responsibility to pay the same shall be subordinate to the lien of any mortgage now or hereafter encumbering, of record, any of the Lots (other than a purchase money mortgage given by the purchaser to the seller of a Lot); provided, however, that such subordination shall apply only to Shared Costs that have become due and payable prior to (but not after) a foreclosure sale or deed in lieu (or any other transfer in lieu) of foreclosure. Such a foreclosure sale or other transfer in lieu of foreclosure shall not relieve such Lot from liability for any Shared Costs thereafter becoming due, nor any lien arising hereunder for the non-payment thereof.

ARTICLE V MISCELLANEOUS

Section 5.1 Rules. Each Owner shall have the right to establish rules and regulations for any easement areas or improvements that it is responsible to operate, maintain and repair hereunder, subject to the reasonable approval of the other affected Owners.

Section 5.2 Successors and Assigns; Covenant Running with the Land. The rights and obligations herein contained shall inure to the benefit of and be binding upon the Owners, and their successors and assigns as owners from time to time of all or any portion of the Lots, and shall be covenants running with the land.

Section 5.3 No Merger. Notwithstanding that, at the time of the execution and delivery of this REA, it is its intention that the rights and easements set forth herein not be extinguished under the doctrine of merger by reason of such common ownership unless such extinguishment is expressly intended and memorialized in an instrument hereafter recorded with the Registry.

Section 5.4 Recitals. Recitals A through L are hereby incorporated herein by reference.

Section 5.5 Amendments and Terminations. Except as expressly set forth herein, this REA may not be amended or terminated (prior to the expiration of its term) except by an agreement, in writing, signed by all Owners of a Lot affected by such amendment (collectively, the “Approving Lot Owners”), that is recorded with the REA; provided, however, that notwithstanding the foregoing, in the event that any amendment adversely affects any Lot (in a manner that is unique to that Lot), then the Owner of such Lot must be one of the Approving Lot Owners in order for the amendment to be effective.

Section 5.6 Captions and Headings. The captions and headings set forth in this REA are included for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction of meaning of, or the scope or intent of, this Declaration.

Section 5.7 Time of the Essence. Time is of the essence of each and every provision set forth in this REA.

Section 5.8 Governing Law. This REA is made and shall be interpreted under the laws of the Commonwealth of Massachusetts, with regard to choice of law provisions hereof.

Section 5.9 Severability. If any term or provision of this REA or the application thereto to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this REA or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this REA shall be valid and enforceable to the fullest extent permitted by law.

Section 5.10 Entire Agreement. This REA sets forth the complete agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Easement Agreement under seal as of the day and year first above written.

176 GROVE OWNER:

MCP III 176 GROVE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this __ day of _____, 2020, before me, the undersigned notary public, personally appeared, the above _____, the Authorized Signatory of MCP III 176 Grove LLC, proved to me by satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in my presence as Authorized Signatory of MCP III 176 Grove LLC.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public

My Commission Expires:

206 GROVE OWNER:

MCP III 206 GROVE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared, the above _____, the Authorized Signatory of MCP III 206 Grove LLC, proved to me by satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in my presence as Authorized Signatory of MCP III 206 Grove LLC.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public

My Commission Expires:

210 GROVE OWNER:

MCP III 210 GROVE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared, the above _____, the Authorized Signatory of MCP III 210 Grove LLC, proved to me by satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in my presence as Authorized Signatory of MCP III 210 Grove LLC.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public

My Commission Expires:

MORTGAGE SUBORDINATION

The undersigned, being the mortgagee of the 176 Grove Lot, hereby consents to the 176 Grove Owner entering into this Reciprocal Easement Agreement and acknowledges that the Construction Mortgage, Security Agreement and Fixture Filing Statement, dated October 18, 2019, and recorded with the Registry in Book 37261, Page 345 is hereby made subject and subordinate to the terms of this Reciprocal Easement Agreement.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Administrative Agent for itself and the Lender

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of Webster Bank, National Association.

MORTGAGE SUBORDINATION

The undersigned, being the mortgagee of the 210 Grove Lot, hereby consents to the 210 Grove Owner entering into this Reciprocal Easement Agreement and acknowledges that the Construction Mortgage, Security Agreement and Fixture Filing Statement, dated November 4, 2019, and recorded with the Registry in Book 37317, Page 102 is hereby made subject and subordinate to the terms of this Reciprocal Easement Agreement.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Administrative Agent for itself and the Lender

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of Webster Bank, National Association.

EXHIBIT A

Overall Lotting Plan

EXHIBIT B

Access Easements Plan

EXHIBIT C

Parking Easements Plan

EXHIBIT D

Sign Easements Plan

EXHIBIT E

Water Easements Plan

EXHIBIT F

Sewer & Drain Easements Plan

EXHIBIT G

Construction Easements Plan

EXHIBIT H

176 Grove Lot

EXHIBIT I

206 Grove Lot

EXHIBIT J

210 Grove Lot

Exhibit K

Liability Insurance Requirements

1. Liability Insurance. Policies of commercial general liability insurance on an occurrence basis against claims for bodily injury and property damage with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with contractual liability coverages. There shall be no deductible or self-insured retention. The other Lot Owners shall be included as Additional Insured.
2. Umbrella Liability Insurance. Excess of coverages (1) and (5) with limits of \$25,000,000 per occurrence and \$25,000,000 in the aggregate (\$50,000,000 if insured in a master program with other properties).
3. Workers' Compensation. Workers' Compensation Insurance required by the laws where each Property is located, if property employees are employed by the Lot Owner.
4. Employers Liability. \$500,000 each occurrence; \$500,000 each employee disease; and \$500,000 policy limit disease, if the Lot Owner has employees.
5. Automobile Liability. If there is any vehicle owned, leased, or hired by a Lot Owner, coverage of \$1,000,000 covering losses due to the insured's liability for bodily injury to others or to the property of others.
6. Additional Insurance. Insurance with respect to such other insurable risks relating to the Property or the Lot Owner as is required by institutional owners and lenders for comparable mixed use properties. Also, the limits set forth in (1)-(5) shall be increased from time to time in accordance with CPI or as is required by institutional owners and lenders for comparable mixed use properties.
7. Blanket Insurance. Such insurance may be issued as blanket insurance. All such insurance policies shall be written on such terms, in such form and for such periods and amounts as the insured Lot Owner shall from time to time reasonably designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of set off, counterclaim or subrogation, shall provide that with respect to the other Lot Owners, the insurance shall not be invalidated by any action or inaction by the other Lot Owners, including, without limitation, any representations made in the procurement of such insurance, and shall, to the extent the same is commercially available, provide that they shall not be canceled or amended without at least thirty (30) days' prior written notice to the other Lot Owners. The minimum Standard & Poor's rating of each insurer shall be A-.]



November 20, 2020

Mr. Anthony Padula, Chairman
355 East Central Street
Franklin, MA 02038

**Re: 176-210 Grove Street
Site Plan Modification**

Dear Mr. Padula:

BETA Group, Inc. has reviewed revised documents for the proposed Site Plan Modification, "176-210 Grove Street" in Franklin, Massachusetts. This letter is provided to update findings, comments, and recommendations.

BASIS OF REVIEW

The following documents were received by BETA and formed the basis of the review:

- Plans (12 Sheets) entitled **Site Development Plans for 176 – 210 Grove Street, Franklin, MA**, dated February 14, 2020, revised November 16, 2020, prepared by Kelly Engineering Group, Braintree, MA
- Lighting Plan, dated February 12, 2020, revised October 7, 2020, prepared by Robert J. Lindstrom
- Stormwater Management Report, dated February 14, 2020, revised October 1, 2020, prepared by Kelly Engineering Group
- Memorandum re: Site Plan Modification, dated October 7, 2020, prepared by Kelly Engineering Group.
- Memorandum re: Traffic Impacts, dated October 6, 2020, prepared by Vanasse & Associates Inc.

Review by BETA included the above items along with the following, as applicable:

- Site Visit
- **Zoning Chapter 185 From the Code of the Town of Franklin**, current through October 2019
- **Zoning Map of the Town of Franklin, Massachusetts**, attested to April 30, 2019
- **Stormwater Management Chapter 153 From the Code of the Town of Franklin**, Adopted May 2, 2007
- **Subdivision Regulations Chapter 300 From the Code of the Town of Franklin**, current through January 1, 2016
- **Wetlands Protection Chapter 181 From the Code of the Town of Franklin**, dated August 20, 1997
- **Town of Franklin Best Development Practices Guidebook**, dated September 2016

INTRODUCTION

The project site consists of two lots totaling 35.7± acres located at 176 and 210 Grove Street in the Town of Franklin (the "Site"). The Town of Franklin Assessor's office identifies the parcels as Lots 311-001 and

311-002. The Site is located within the Industrial zoning district, Biotechnology Overlay District, and is mostly within the Water Resources District (Zone II Wellhead Protection Area). Parcels to the south, north, and east are also located in the Industrial district. Parcels to the west are within the Rural Residential I district.

The Site is located in proximity to several wetland resource areas including an unnamed perennial stream, bordering vegetated wetlands, and isolated wetlands. The Site is not located in proximity to an estimated habitat of rare or endangered species or within a FEMA-Mapped 100-year flood zone. NRCS soil maps indicate the presence of Hinkley Loamy Sand with a Hydrologic Soil Group (HSG) rating of A (high infiltration potential) and Urban Land, with no associated HSG rating.

Plans indicate the existing site is currently developed with two industrial buildings, driveways, parking/loading areas, and stormwater management features. The remainder of the site consists of woods, lawn, and wetland areas.

The project proposes to subdivide the existing two lots into three separate lots and construct a new 150,000± sq. ft. industrial building with associated reconstructed driveway connection to Grove Street, parking, curbing (vertical granite and concrete), integral concrete curb and sidewalk, and lighting. Proposed utilities include gravity and sewer force main (with pump station), electric, gas, and domestic and fire water services that will be supplied by connecting to existing water services on the Site. Stormwater management is proposed through deep sump catch basins, proprietary water quality units (Contech CDS), and subsurface infiltration basins.

SUMMARY OF REVISIONS

BETA reviewed this project previously and provided review comments in letters to the Board dated April 24, 2020, May 21, 2020, June 4, 2020, and June 17, 2020. Following approval by the Town, the Applicant has made several modifications to the Site Plans generally including:

- Subdivision of the parcel into 3 conforming lots to accommodate each building.
- Revisions to door locations
- Addition of loading docks and trailer spaces
- Expansion of access drive between #210 and the proposed building and revision to former "gravel access driveway."
- Raising of finished floor elevation by 2.5'
- Addition of 1 subsurface recharge system and 3 water quality devices.
- Modifications to existing swales.
- Revisions to proposed utilities.

This letter is intended to address only issues that may have arisen from these proposed revisions, and not any issues from previous letters.

FINDINGS, COMMENTS, AND RECOMMENDATIONS

ZONING

The Site is located within the Industrial (I) Zoning District. The proposed use of the Site is identified as industrial and the parking legend indicates that building will be used as a warehouse. Plans also indicate a portion of the building will be used as office space. Warehouses and offices (clerical or administrative) are permitted by right in the district.

SCHEDULE OF LOT, AREA, FRONTAGE, YARD AND HEIGHT REQUIREMENTS (§185 ATTACHMENT 9)

The Zoning Legend notes indicates that the two subject parcels are to be subdivided into three lots, each of which must meet the zoning requirements. All three lots will meet the requirements for lot area, frontage, lot depth, lot width, front, rear, and side yards, building height, and impervious coverage.

- SCH1. Plot the required Lot Width circle on proposed Lot 1 to confirm it meets the required diameter.
KEG: Attached with this response is the ANR plan prepared which show the lot width circle for all 3 proposed lots. BETA2: Lot Width circle provided – issue resolved.

PARKING, LOADING AND DRIVEWAY REQUIREMENTS (§185-21)

The existing Site includes four paved access driveways. There are two active driveways for the 210 Grove Street parcel and one active driveway for the 176 Grove Street parcel. The fourth driveway is located on the 176 Grove Street parcel, is inactive, and is currently blocked at Grove Street. The project proposes to reconstruct the inactive driveway with new pavement (24' min.) and curb and bring it into active use. New paved areas will be installed around the proposed building for use as parking and access (24' min.). These new areas will also connect the two parking areas currently separated under the existing layout.

The proposed layout includes 415 total parking spaces (excluding loading areas and trailer parking), with 195 spaces on Lot 1, 107 spaces on Lot 2, and 113 spaces on Lot 3. Proposed parking spaces are depicted as 19' long and 9' wide. Seventeen spaces are designated as accessible with associated 5' or 8' wide access aisles and signing. In addition, 34 new spaces are proposed for use at loading docks and 54 are proposed for trailer parking.

Section §185-21.B.(2) describes the number of parking spaces required for nonresidential uses in the Industrial District. For warehouses, 1 space must be provided per every 1,000 sq. ft. of gross floor area. For total building areas of 170,000 sq. ft., 150,000 sq. ft., and 166,750 sq. ft. in Lots 1, 2, and 3 respectively, a minimum of 170, 150, and 167 parking spaces are required for each lot. During the previous review of this project a reduction in the required number of parking spaces was granted by the Board and with the exception of loading dock and trailer storage, no modifications are proposed for the total number of parking spaces. In accordance with the Americans with Disabilities Act (ADA), the required number of accessible parking spaces are provided at each building.

- P1. Clarify how easements and/or access agreements will be granted to ensure parking spaces and driveways can be adequately accessed by the users of the buildings they are intended to serve. This will also be applicable to the shared use of stormwater management systems and lighting.
KEG: The applicant is in the process of generating the easement documents. These documents will ensure all cross easements for access, use, and utilities are appropriately accounted for. To the extent the Board would like to see the final document, it can be provided once finalized. BETA2:

BETA defers to the preference of the Board on this issue. BETA3: The Applicant has indicated that the easement documents have been submitted to Town Counsel for review.

- P2. Confirm the proposed stacked trailer parking (22 spaces on the 210 Grove Street parcel) will not adversely impact traffic operations throughout the site. *KEG: The proposed trailer parking spaces will not impact traffic operations throughout the site. The spaces have been located to minimize conflicts with the operation of 210 Grove Street traffic will continue to function throughout the site as it does today.* **BETA2: Information provided – issue dismissed.**

CURBING (§185-29)

The project proposes the use of vertical granite curbing within the Grove Street right-of-way for the reconstructed access driveway and a combination of vertical concrete and integral concrete curb and sidewalk throughout the remainder of new development areas.

- C1. Revise Vertical Concrete Curb Detail to remove reference to cast in place curbing option and indicate that curbing shall be precast. *KEG: The applicant respectfully requests to discuss the issue further with the Board.* **BETA2: Note revised – issue resolved.**

UTILITIES

Proposed utilities include gravity and sewer force main (with pump station), electric, gas, and domestic and fire water services that will be supplied by connecting to existing water services on the Site. Gas traps are proposed for interior floor drains at drive in doors. Detailed review of utilities is anticipated to be provided by the DPW and Fire Chief, as applicable.

STORMWATER MANAGEMENT

The project proposes to direct runoff from impervious areas into new closed drainage systems comprised of roof leaders, deep sump catch basins with hoods, and stormwater quality units (Contech). The majority of runoff from impervious surfaces will be directed to one of three new subsurface infiltration systems. Overflows from the proposed stormwater systems will be directed to an existing drainage system on the 176 Grove Street site.

MASSACHUSETTS STORMWATER MANAGEMENT STANDARDS:

The proposed development will disturb greater than one acre and is located in proximity to wetland resources; therefore, the project is subject to Chapter 153: Stormwater Management of the Town of Franklin Bylaws and MassDEP Stormwater Management Standards.

No untreated stormwater (Standard Number 1): *No new stormwater conveyances (e.g., outfalls) may discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.*

The project does not propose any new untreated stormwater discharges to wetlands – **complies with standard.**

Post-development peak discharge rates (Standard Number 2): *Stormwater management systems must be designed so that post-development peak discharge rates do not exceed pre-development peak discharge rates.*

The project proposes an increase in impervious area and will use three subsurface infiltration systems to mitigate increases in post-development peak discharge rates and total runoff volumes.

Recharge to groundwater (Standard Number 3): *Loss of annual recharge to groundwater should be minimized through the use of infiltration measures to maximum extent practicable.*

NRCS soil maps indicate the presence of Hinkley Loamy Sand with a Hydrologic Soil Group (HSG) rating of A (high infiltration potential) and Urban Land, with no associated HSG rating. Test pit logs indicate the presence of sand and loamy sand in proximity to Subsurface Systems 1 and 2 respectively. No mottles were observed in any of the test pits; however, weeping was observed in several test pits, approximately 4 feet below the bottom of the systems. The infiltration systems have been designed to provide a recharge volume in excess of that required and will drain within 72 hrs.

SW1. Provide a test pit within the limits of proposed Subsurface Recharge System #3 to confirm the assumed exfiltration rate of 8.27 in/hr. *KEG: Extensive test pits have been performed throughout the site which show sands consistent with the exfiltration rate. The applicant is acceptable to a test pit being performed during construction to verify and witnessed by BETA. BETA2: In consideration that the previously approved project is commencing construction and that this infiltration system represents a relatively small portion of the overall stormwater management system, this request is reasonable. Recommend for the Board to include this as a condition of approval.*

80% TSS Removal (Standard Number 4): *For new development, stormwater management systems must be designed to remove 80% of the annual load of Total Suspended Solids.*

The project proposes to direct runoff from roofs and the majority of new parking areas to new subsurface infiltration systems. Pretreatment for new pavement areas directed to the infiltration systems is proposed in the form of seven proprietary stormwater quality units (Contech). The remainder of the parking areas are directed to the existing drainage system on the 176 Grove Street site. A long-term pollution prevention plan was included as part of the Drainage Analysis.

SW2. Provide TSS Calculation sheets for impervious areas directed to CB #F3A and CB #F4A. Based upon the proposed grading, these basins will receive flow from at least a portion of the new impervious area and are anticipated to require both a deep sump catch basin and water quality unit in the treatment train to meet the required 80% TSS removal for new impervious areas. *KEG: TSS treatment train sheets were provided within the Stormwater Report. These treatment trains are entitled WQD #6 & WQD #7 and are shown to removed 80% TSS. In addition these devices are providing TSS removal to approximately 26,200 s.f. of existing paved surfaces on site which currently are not routed through a water quality device. This is a substantial improvement to water quality. BETA2: Information provided – issue resolved.*

Higher Potential Pollutant Loads (Standard Number 5): *Stormwater discharges from Land Uses with Higher Potential Pollutant Loads require the use of specific stormwater management BMPs.*

The project is not a Land Use with Higher Potential Pollutant Load (LUHPPL).

Critical Areas (Standard Number 6): *Stormwater discharges to critical areas must utilize certain stormwater management BMPs approved for critical areas.*

The project proposes the use of deep sump catch basins and proprietary stormwater treatment units (Contech) as pretreatment devices and the use of subsurface infiltration systems. The proposed treatment trains are consistent with the recommendations of MassDEP for discharges to Zone II wellhead protection areas.

Mr. Anthony Padula, Chairman

November 20, 2020

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Redevelopment (Standard Number 7): *Redevelopment of previously developed sites must meet the Stormwater Management Standards to the maximum extent practicable.*

The project is considered a mixture of new development and redevelopment. Provided that comments are addressed; new development areas will fully comply with the Stormwater Management Standards and redevelopment areas will improve the existing conditions.

Construction Period Erosion and Sediment Controls (Standard Number 8): *Erosion and sediment controls must be implemented to prevent impacts during construction or land disturbance activities.*

The project as currently depicted will disturb in excess of one acre of land; therefore, a Notice of Intent with EPA and a Stormwater Pollution Prevention Plan (SWPPP) are required. The project proposes the use of erosion control barrier (silt sock), catch basin inlet protection (silt sack), and a stabilized construction entrance. The Stormwater Management Report indicates that a SWPPP and construction sequencing plan will be provided when a site contractor is consulted.

Operations/maintenance plan (Standard Number 9): *A Long-Term Operation and Maintenance Plan shall be developed and implemented to ensure that stormwater management systems function as designed.*

A Long-Term Operation and Maintenance (O&M) Plan has been provided.

Illicit Discharges (Standard Number 10): *All illicit discharges to the stormwater management systems are prohibited.*

An Illicit Discharge Compliance Statement was included in the Stormwater Management Report.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Matthew J. Crowley, PE
Project Manager



Stephen Borgatti
Staff Engineer

cc: Amy Love, Planner



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MEMORANDUM

DATE: December 2, 2020
TO: Franklin Planning Board
FROM: Department of Planning and Community Development
RE: 176-210 Grove St
Site Plan Modification

The DPCD has reviewed the above referenced Site Plan Modification application for the Monday, December 7, 2020 Planning Board meeting and offers the following commentary:

General:

1. The site is located at 176-210 Grove Street in the Industrial Zoning District (Assessors Map 311 Lots 001 & 002).
2. The applicant is proposing to construct 150,000 sq/ft building with parking spaces, drainage and landscaping. The Applicant is also proposing to subdivide the land into 3 separate parcels.

Comments from the November 2 meeting:

1. Planning Board requested easements and deed restrictions be provided for the 3 lots. *Applicant has provided a draft of the deed restrictions and easements.*
2. Planning Board requested snow storage be shown on the plan. *Applicant has provided snow storage.*
3. Per Zoning By-Law §185-31 C (3)(k), the applicant has not provided a Landscaping Plan. The Planning Board will need to determine if a landscaping plan is required for this project. *Applicant has provided a landscape plan.*
4. DPCD recommends Special Conditions from the previously approved Site Plan be included with the revised Site Plan.
5. Applicant is not required to file with the Conservation Commission.

Special Condition:

1. Provide a test pit within the limits of proposed Subsurface Recharge System #3 to confirm the assumed exfiltration rate of 8.27 in/hr

