

COMMONWEALTH OF MASSACHUSETTS

_____)	
IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
)	
DBT CORP., as Trustee of Colex)	DEP RTNs: 3-1929
Realty Trust, and 45R BROOK)	3-23672
STREET, LAWRENCE)	
_____)	

I. STATEMENT OF PURPOSE

A. This Brownfields Covenant Not to Sue Agreement (“Agreement”) is made and entered into by and between the Office of the Attorney General (the “OAG”) on behalf of the Commonwealth of Massachusetts (the “Commonwealth”), and DBT Corp., a Massachusetts corporation, solely in its capacity as Trustee of Colex Realty Trust (“DBT as Trustee”). Collectively, the OAG and DBT as Trustee are referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E (“G.L. c. 21E”), and the OAG’s Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 (“Brownfields Covenant Regulations”), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”). This Agreement relates to an approximately three acre site at 45R Brook Street in Lawrence, Massachusetts (the “Property”), where remediation took place in preparation for the Property's donation to, and development as a public park by the City of Lawrence, Massachusetts.

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the remediation and redevelopment can contribute to the physical and economic revitalization of an area of Lawrence, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to DBT as Trustee and is predicated upon DBT as Trustee’s compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs or property damage pursuant to G.L. c. 21E, §§ 4 and 5, or for property damage under common law. This Agreement also addresses potential claims for natural resource damages. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that DBT as Trustee’s ability to complete the remediation may be contingent upon independent approval processes of other departments, agencies and instrumentalities of the federal, state and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the remediation for such approval processes. DBT as Trustee’s failure to secure independent governmental approvals for the proposed remediation shall not excuse DBT as Trustee from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E and in the public interest, and has entered into this Agreement as part of an effort to revitalize an area of Lawrence, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. DBT as Trustee is a corporation organized under the laws of the Commonwealth with a principal place of business c/o Banc of America Strategic Solutions, Inc., 10 Light Street, 19th Floor, Baltimore, Maryland 21202-1402. In entering into this Agreement, DBT as Trustee is acting solely in its capacity as trustee for Colex Realty Trust, formed by a declaration of trust dated October 23, 1990 and recorded in the Suffolk County Registry of Deeds at Book 16560, Page 100, for the benefit of the trust itself, and each of its trustees, beneficial owners and their officers, directors and shareholders. In accordance with this Agreement, DBT as Trustee shall undertake the Response Actions and provide other contributions to the development of a public park as discussed in Section IV, Paragraph A, subparagraph 2, below.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, §3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under those regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E or the MCP, shall have the meaning assigned to them under G.L. c. 21E or the MCP. Terms used in this Agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property includes approximately 3 acres of land at 45R Brook Street between Brook Street and the Spicket River in Lawrence, Massachusetts. The Property is more fully described on Exhibit A, attached and incorporated into this Agreement. The Property was historically used for industrial purposes, most recently the Stoneham Laundry. Due to its history of industrial activities and its history of filling, the Property is contaminated with Oil and Hazardous Material.

D. The Department of Environmental Protection ("DEP") has received notices of the Releases of Oil and/or Hazardous Material at or from the Property, and has issued Release Tracking Numbers ("RTNs") 3-1929 and 3-23672 for these Releases. RTN 3-1929 was assigned in 1989 for a Release of No. 6 fuel oil. DBT as Trustee performed Interim Measures (as formerly defined by the MCP) in the early 1990s to remove underground storage tanks and approximately 840 tons of petroleum-contaminated soil from the Property, but did not remove all

contaminated soil from the Property. RTN 3-23672 was assigned in 2004 for elevated concentrations of petroleum hydrocarbons found during additional Site Assessment activities. Elevated levels of cadmium and lead have also been discovered on the Property, and are included as part of RTN 3-1929. The areas where Oil and/or Hazardous Materials have come to be located as a result of the Releases designated as RTNs 3-1929 and 3-23672, which will be described and delineated in a Response Action Outcome (“RAO”) Statement submitted to DEP, constitute the “Site” as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is the property addressed by this Agreement for the purposes of 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site includes the Property and is more fully described in Exhibit B, which is attached and incorporated into this Agreement.

E. Before executing this Agreement, DBT as Trustee fully complied with all of the notice requirements mandated under G.L. c. 21E and 940 CMR 23.06 by doing the following in accordance with the required timeframes: mailing a copy of the Application for this Agreement and a Notice of Rights of Affected Third Parties to all persons required to receive notice of the Application under 940 CMR 23.06(b)(1)-(6); causing a Notice of Rights of Affected Third Parties to be published in the Environmental Monitor; and causing a Notice of Rights of Affected Third Parties to be published in the Lawrence Eagle Tribune once per week for three successive weeks.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

A. REPRESENTATIONS AND COMMITMENTS BY DBT as Trustee

1. DBT as Trustee, on behalf of Colex Realty Trust, represents that:

a. both DBT as Trustee and the Colex Realty Trust are Eligible Persons; however, nothing in this representation precludes DBT as Trustee from claiming any protection from liability it may have related to its prior status as a secured lender under paragraph (c) of the definition of “Owner” or “Operator” in Section 2 of G.L. 21E;

b. it is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E other than as trustee for the beneficial owner of the Property, who may be liable through its status as an owner and/or operator pursuant to clause (1) of paragraph (a) of Section 5 of G.L. 21E;

c. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E, other than as trustee for the beneficial owners of the Property;

d. its involvement with the Site has been limited to:

i. holding title to the Property by virtue of a predecessor's foreclosure of a mortgage;

ii. communicating with the Commonwealth and local authorities with respect to the remediation of the Site; and

iii. conducting Site Assessment and Remedial Actions at the Site.

e. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.

f. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation, except for claims related to its shipment of soil to the Beede Waste Oil Superfund Site in Plaistow, New Hampshire.

2. DBT as Trustee agrees to the following terms and conditions:

a. With respect to contamination at the Site, DBT as Trustee shall either achieve or arrange for the achievement of a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP. Response Actions at the Site shall ensure that use of the Property as a public park designed in accordance with the plan prepared by Copley Wolff Design Group and attached as Exhibit C, and in accordance with any Activity and Use Limitation ("AUL") to be recorded on the Property, is consistent with a condition of No Significant Risk. DBT as Trustee shall cooperate fully with DEP and the OAG.

b. To cooperate fully includes, without limitation, doing the following while DBT as Trustee holds title to the Property as Owner/Operator:

1. providing prompt and reasonable access to the Property to DEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct response actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the DEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent such Exposure or as otherwise required by G.L. c. 21E, the MCP, DEP or a Licensed Site Professional; and

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material.

c. After the achievement of a Permanent Solution at the Site, DBT as Trustee shall deed the Property to the City of Lawrence and provide \$200,000 toward construction of a public park consistent with the design plan prepared by Copley Wolff Design Group and attached as Exhibit C, and consistent with the Activity and Use Limitation ("AUL") to be recorded on the Property.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to DBT as Trustee

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by DBT as Trustee set forth in Section IV, Paragraph A of this Agreement, and subject to DBT as Trustee's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue DBT as Trustee pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, natural resource damages and/or injunctive relief, or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in the RAO Statement to be submitted to DEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The covenant as to DBT as Trustee in this paragraph shall vest on the effective date of this Agreement as defined in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth covenants not to sue Eligible Persons who are successors, assigns, lessees or licensees of the real property interests of DBT as Trustee, or who are lessees or licensees of their successors and assigns (the "Subsequent Owners and/or Operators"), pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages or injunctive relief, or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in the RAO Statement submitted to DEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The liability relief available to a Subsequent Owner and/or Operator shall be subject to the same terms and conditions as those that apply to DBT as Trustee and the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to DBT as Trustee or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C, are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

- a. any Release of Oil and/or Hazardous Material at, or from the Property that occurs after the date of execution of this Agreement;
- b. any Release of Oil and/or Hazardous Material which DBT as Trustee or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, the Commonwealth's covenants only shall not apply to such Subsequent Owner and/or Operator, and shall not affect DBT as Trustee's liability protection;
- c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when an RAO Statement is submitted to DEP that would have been discovered if an assessment of the Site covered by or addressed in the RAO Statement had been performed consistent with the Standard of Care when the RAO Statement was submitted;
- d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new exposure that results from any action or failure to act pursuant to G.L. 21E or the MCP during DBT as Trustee's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, the Commonwealth's covenants only shall not apply to such Subsequent Owner and/or Operator and shall not affect DBT as Trustee's liability protection;
- e. any Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B above;
- f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B above. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, the Commonwealth's covenants only shall not apply to such Subsequent Owner and/or Operator and this reservation shall not affect DBT as Trustee's liability protection.

5. Termination for Cause

- a. If the OAG or DEP determines that DBT as Trustee submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this

Agreement in accordance with subparagraph 5.c. below. A statement made by DBT as Trustee regarding the anticipated benefits or impacts of its remediation or the development of a park will not be considered false or misleading for purposes of this subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or DEP determines that DBT as Trustee or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including, but not limited to, failure to arrange for the achievement and maintenance of a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 5.c., below. In the event that the liability protection is terminated solely because of the actions or inactions of a Subsequent Owner and/or Operator, including, without limitation a violation of one or more of the conditions set forth in 940 CMR 23.08(3)(a) through (d), the termination shall affect the liability protection applicable only to that Subsequent Owner and/or Operator and shall not affect DBT as Trustee's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide DBT as Trustee or a Subsequent Owner and/or Operator, as appropriate, with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. If the OAG, in its sole discretion, deems it appropriate, the notice shall provide a reasonable period of time for DBT as Trustee or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement.

d. Termination of liability relief pursuant to this section shall not affect any defense that DBT as Trustee or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY DBT AS TRUSTEE AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, and so long as this Agreement is in effect, DBT as Trustee, for itself and any Subsequent Owners and/or Operators, covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the Site or this Agreement, including:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79;

c. any claims arising out of Response Actions at the Site and/or the Property, including claims based on DEP's selection of Response Actions, oversight of Response

Actions, or approval of plans for those activities;

d. any claims arising out of natural resource restoration activities at the Property, including claims based on the Commonwealth's selection of restoration activities, oversight of restoration activities, or approval of plans for such activities;

e. any claims or causes of action for interference with contracts, business relations or economic advantage; or

f. any claims for costs, attorneys fees, other fees or expenses incurred.

2. Subsequent Owners and/or Operators shall be bound by DBT as Trustee's covenants in this Paragraph C. In the event that, despite these covenants, any Subsequent Owner and/or Operator of the Property asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the Site or this Agreement, including without limitation any or all of the claims listed in this Section C, such claims and/or causes of actions shall have no effect on the rights, benefits, and protections DBT as Trustee has secured under this Agreement.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the RAO Statement submitted to DEP with respect to the Site, and the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP, DBT as Trustee and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E, §3A(j)(3) provides from claims for contribution, cost recovery or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of DBT as Trustee or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that DBT as Trustee has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.06(1).

E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

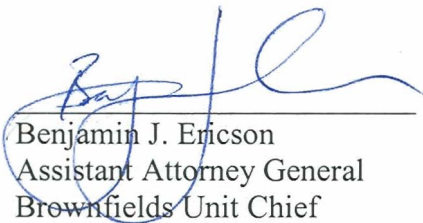
4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties.

IT IS SO AGREED:

In the matter of DBT Corp., and 45R Brook Street, Lawrence, Massachusetts,
Brownfields Covenant Not To Sue Agreement for DEP RTNs 3-1929 and 3-23672

OFFICE OF THE ATTORNEY GENERAL

By: 
Benjamin J. Ericson
Assistant Attorney General
Brownfields Unit Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

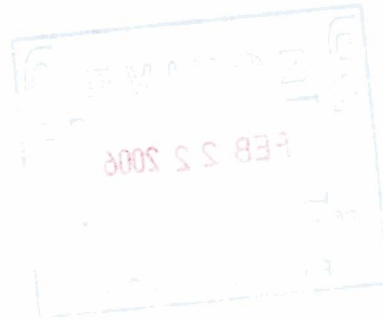
Date: 2/21/06

In the matter of DBT Corp., and 45R Brook Street, Lawrence, Massachusetts,
Brownfields Covenant Not To Sue Agreement for DEP RTNs 3-1929 and 3-23672

DBT Corp., a Massachusetts corporation, solely in its
capacity as Trustee of the Colex Realty Trust

By: Phyllis P. Nash
Phyllis Nash, Senior Vice President

Date: Feb. 21, 2006



In the matter of DBT Corp., and 45R Brook Street, Lawrence, Massachusetts,
Brownfields Covenant Not To Sue Agreement for DEP RTNs 3-1929 and 3-23672

EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

By: Stephen R. Prichard ^{egou}
Stephen R. Prichard
Secretary of Environmental Affairs
Commonwealth of Massachusetts

Date: 2-21-2006

EXHIBIT A

The land with the buildings thereon, and located in said Lawrence, and without any limitation upon the generality of the foregoing, the following five parcels of land are hereby so granted:

PARCEL I:

A certain tract of land with the buildings thereon, situated in said Lawrence, bounded and described as follows: Beginning at the southwest corner thereof at a point in the easterly line of Lot 7 as shown on a plan entitled "Plan of lots on Brook Street," recorded with North Essex Registry of Deeds, Book 240, Page 600, where the said easterly line of lot 7 is intersected by the northwest corner of land now or formerly of John F. Connor; thence running in a northerly direction two hundred thirteen and 92/100 feet, more or less, by the easterly lines of lots 7, 6, 5, 4, 3, and 2 as shown on said plan; thence westerly by the northerly line of lot 2, sixty feet, more or less, to the land now or formerly of one Weigel; thence slightly east of northerly forty-four feet ten inches by said Weigel land to land now or formerly of the Essex Company; thence northeasterly by land of said Essex Company one hundred six feet, more or less, to land now or formerly of the City of Lawrence mentioned in an indenture between Kate A. Rutter et conj. and the City of Lawrence, dated July 31, 1913, recorded with said Registry of Deeds Book 332, Page 99; thence southeasterly eighty-seven and 29/100 feet, more or less, by said land of the City of Lawrence; thence northeasterly six feet, more or less, by said land of the City of Lawrence; thence southeasterly and southerly by the Spicket River two hundred eighty-six feet, more or less, to an oak stake at the northeast corner of said Connor land; thence running westerly by said Connor land one hundred eighty-four and 75/100 feet, more or less, to the point of beginning or however otherwise said premises may be bounded and described.

PARCEL II:

The land in said Lawrence with all the buildings thereon bounded and described as follows: Beginning at a point in the northerly line of Brook Street 10 feet westerly from the angle in said Street; thence running northerly by remaining land of the Gustave A. Weigel et ux 37 feet to a point; thence turning and running easterly 31 feet, more or less, to other land of said mortgagor; thence turning and running southerly 33 feet to a point; thence turning and running somewhat southwesterly 20 feet to said angle in Brook Street; thence running westerly along the northerly line of Brook Street 10 feet to the point of beginning; together with and subject to certain rights of way described in deed of Gustave A. Weigel et ux dated August 10, 1943 and recorded said Registry Book 659; page 473.

PARCEL III:

A certain tract of land with all the buildings and improvements thereon, situated in Lawrence, Essex County, Massachusetts and being shown on "Plan of Land in Lawrence, Mass. as surveyed for Mulvey Co., Inc., Dec. 1957" Robert W. Thorndike, Surveyor, which said plan is recorded as Plan No. 3622, being more particularly bounded and described as follows: Beginning at the northeasterly corner of a passageway leading easterly from Brook Street and formerly called Wamoset Street, and designated on said plan as Arrow Terrace, at a drill hole; thence running north 6 degrees 8 minutes west by lot #7 on plan of land in Lawrence, Massachusetts, belonging to Gens & Cotter, which plan is recorded with North District Essex Registry of Deeds as Plan #0383, 21.35 feet to an iron pipe; thence turning and running north 88 degrees 14 minutes east by land now or formerly of Rutter's Laundry, Inc., 213 feet, more or less, to thread of the Spicket River; thence turning and running southerly and southeasterly by the thread of said Spicket River 618 feet, more or less, as shown on said plan; thence turning and running south 86 degrees 48 minutes west 36 feet, more or less, to a drill hole in a retaining wall at Brook Street, thence turning and running north 3 degrees

12 minutes west 66.90 feet to the southwesterly corner of lot #16 on Plan #0383 herein mentioned; thence turning and running north 86 degrees, 55 minutes east by said lot #16 and land now or formerly of Spiewack 25.4' thence turning and running north 28 degrees 43 minutes east 114.10 feet by land of said Spiewack; thence running north 26 degrees 58 minutes east 107.26 feet by land now or formerly of Stapulionis to an iron pipe; thence turning and running north 3 degrees 52 minutes west 107 feet by land now or formerly of Szctucinski to a fence corner; thence turning and running south 86 degrees 45 minutes west 63.56 feet by land now or formerly of said Szctucinski and part of lot #11 on Plan #0383 to the southeasterly corner of lot #10 on said plan #0383, thence turning and running north 3 degrees 17 minutes west 43.6 feet by said lot #10; thence north 7 degrees 15 minutes west 54 feet by lot #9, and north 15 degrees 32 minutes west 40 feet by lot #8 on said plan #0383 to the southeasterly corner of Arrow Terrace; thence running north 10 degrees 48 minutes west 30.32 feet by the easterly terminus of Arrow Terrace, to the point of beginning.

PARCEL IV:

Beginning at a point at the southwest corner of the following described parcel of land, said point is 70.52 feet north of the north sideline of Brook St., measured along the prolongation of the property line between land of Carmelo and Frances Privitera and land now or formerly Gustave and Emma Weigel; thence running northerly by land now or formerly James P. McArdle 72.50 feet to a wooden stake on the southerly bank of the Spicket River; thence turning at an interior angle of 90 degrees and 34 minutes and running easterly along land of the City of Lawrence, a distance of 101.11 feet to a wooden stake on the southerly bank of the Spicket River; thence turning at an interior angle of 159 degrees and 7 minutes and running southwesterly along land of the City of Lawrence 52.72 feet to a point; thence turning at an interior angle of 76 degrees and 26 minutes and running southwesterly along land now or formerly of Issac Haydon, 66.0 feet to a point; thence turning at an angle of 124 degrees and 5 minutes and running westerly along land now or formerly Gustave and Emma Weigel, 113.75 feet to the point of beginning. Said last course forms an interior angle of 89 degrees and 48 minutes with the first described course. The above described parcel of land contains an area of 9516 square feet, more or less, and is a portion of Lot "C", Arlington Mills land deed to the City of Lawrence and recorded in the North Essex Registry of Deeds on July 14, 1924, Book 502, Page 505.

PARCEL V:

The land with the buildings thereon situated on the northerly side of Brook Street in Lawrence, Essex County, Massachusetts, being bounded and described as follows:

SOUTHERLY	54.20 feet by the northerly line of said Brook Street;
EASTERLY	37.0 feet by land now or formerly of Rutter's Laundry, Inc.;
SOUTHERLY	again 31.0 feet by said land now or formerly of Rutter's Laundry, Inc.;
EASTERLY	again in two courses, 11.83 feet and 29.0 feet by land now or formerly of John W. and James Rutter;
NORTHERLY	113.75 feet by land now or formerly of the Essex Company; and
WESTERLY	67.30 feet by land now or formerly of Carmelo Privitera et ux.

The southeasterly corner of said premises is located 301.80 feet easterly of the intersection of said northerly line of Brook Street with the easterly line of Newbury Street.

This conveyance is made subject to and together with the benefit of rights of way, easements, riparian rights and rights of flowage of record to the extent that the same are in force and applicable.

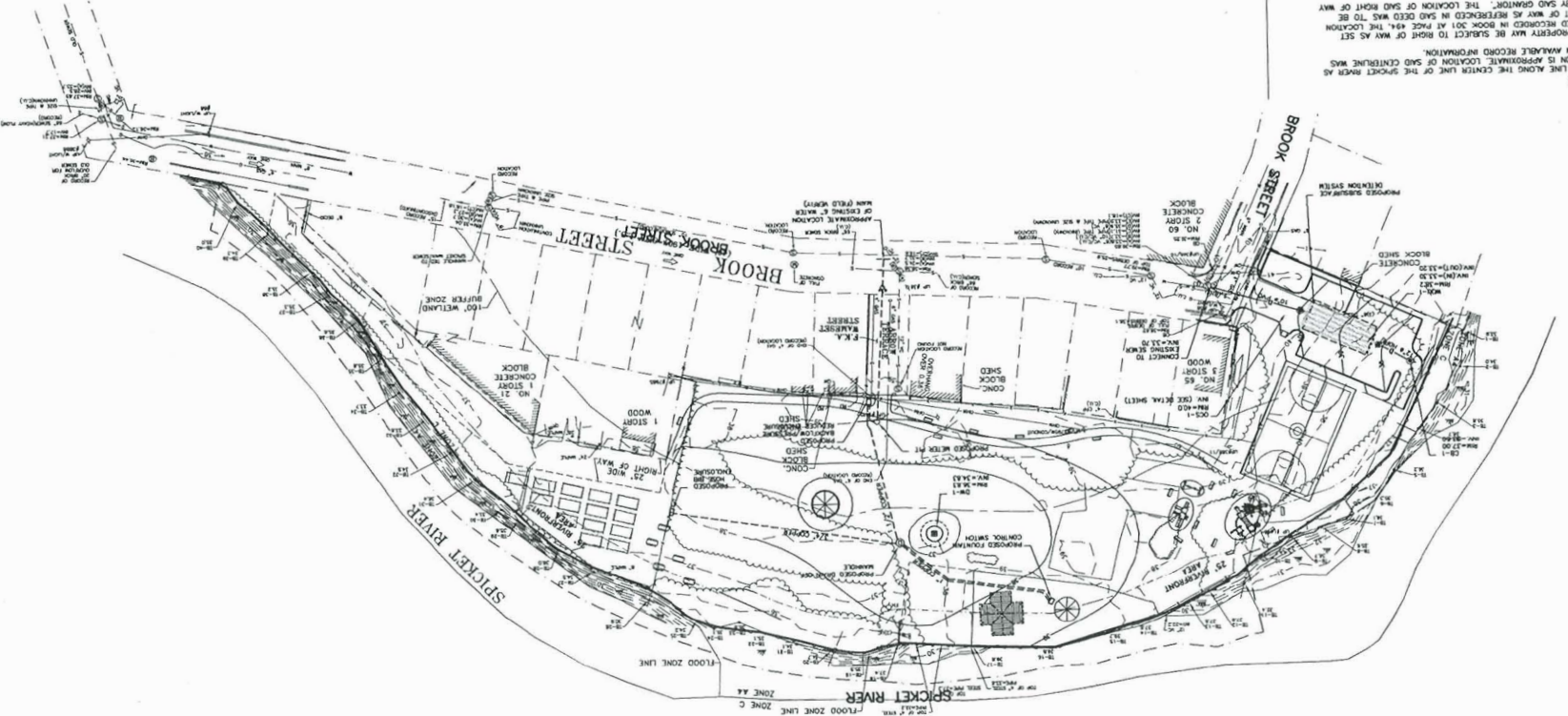
The above described premises are the same premises described in deeds recorded in the Essex County Registry of Deeds at Book 3296, page 244 and Book 9875, page 280 and is intended to describe the premises conveyed to DBT Corp., a Massachusetts corporation, solely in its capacity as trustee of Colex Realty Trust, pursuant to a declaration of trust dated October 23, 1990 and recorded in the Suffolk County Registry of Deeds at Book 16560, page 100, however the premises may actually be determined by a survey, title insurance policy, or other verification of title; no warranty or covenant of title or the exact location and perimeter of said premises is hereby given or intended.

EXHIBIT B

On behalf of DBT Corp., a Massachusetts corporation, solely in its capacity as Trustee for Colex Realty Trust ("DBT as Trustee"), Environmental Compliance Services, Inc. (ECS) has prepared a Release Abatement Measure (RAM) Completion Report and Class A-3 Response Action Outcome (RAO) Statement with an Activity and Use Limitation (AUL), dated March 2006, for Release Tracking Numbers (RTN) 3-1929 and 3-23672 associated with a release of metals in the soil and petroleum hydrocarbons in the soil and groundwater at 45R Brook Street in Lawrence, Massachusetts. The limit of the RAO area for the petroleum and metals release is defined by the approximate centerline of the Spicket River and the property boundaries to the north, south and west. The area that is subject to the AUL is designated as the entire property, with the exception of the portion of the property which extends into the Spicket River.

EXHIBIT C

- NOTES:**
- BOUNDARY LINE ALONG THE CENTER LINE OF SAID STREET WAS SHOWN HEREON IS APPROXIMATE LOCATION OF SAID CENTERLINE AS DERIVED FROM AVAILABLE RECORD INFORMATION.
 - SUBJECT PROPERTY MAY BE SUBJECT TO RIGHT OF WAY AS SET FORTH IN RECORD IN BOOK 3011 AT PAGE 474. THE LOCATION OF SAID RIGHT OF WAY IS TO BE DETERMINED BY SAID GRANTEE. THE LOCATION OF SAID RIGHT OF WAY IS UNKNOWN.
 - PORTION OF SUBJECT PROPERTY APPEARS TO BE SUBJECT TO NOTICE OF ACCEPTANCE AND USE LIMITATION AS RECORDED IN BOOK 6301 AT PAGE 276. THE AREA DESCRIBED THEREIN IS SHOWN HEREON.
 - SUBJECT PROPERTY IS A FORMER MILL SITE SAID PROPERTY MAY BE SUBJECT TO AND BEING FILED BY MAJORITIES PORTIONS OF SUBJECT PROPERTY MAY BE FILED LAND. THE LOCATION OF THE SUBJECT PROPERTY IS APPROXIMATELY SHOWN HEREON.
 - SUBJECT TO AND BEING FILED BY MAJORITY PORTIONS OF SUBJECT PROPERTY.
 - CIRCLED LOT NUMBERS REFER TO CITY OF LAMARCHE ASSESSOR'S MAP.
 - PARCEL IS LOCATED WITHIN FLOOD ZONE AA AND C AS DETERMINED ON FEMA FLOOD INSURANCE RATE MAP FOR COMPLIANT NO. 250007 PANEL NO. 0002 B WITH AN EFFECTIVE DATE OF AUGUST 2, 1982.
 - LAMARCHE CUTURE LOCATIONS AS SHOWN HEREON ARE TAKEN FROM AVAILABLE RECORD AND FIELD INFORMATION AND ARE APPROXIMATE ONLY. CONTACT DOG-SAFE BEFORE PLANNING ANY CONSTRUCTION.
 - WELCH ASSOCIATES DOES NOT STATE ANY OPINION REGARDING WHETHER THE OCCUPATION AND USES NOT IN COMPLIANCE WITH THE RECORD LINES OF TITLE HAVE PRESENTED TO PRESERVATIVE EXEMPTIONS OR ADVERSE TITLE.
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 - THE ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE FOLLOWING DATUM: SPICKET MAIN SEWER, 1'-50", 1'-10" DATED 1983 (MAY 1983 ELEVATION 1818 (LAMARCHE CITY DATUM)).
 - BASED ON INFORMATION SHOWN ON RECORD PLANS AND REAL ESTATE RECORDS OF THE SUBJECT PROPERTY ON FILE AT THE CITY ENGINEERS OFFICE THERE MAY BE FOUNDATIONS AND OTHER STRUCTURES AND OR UTILITIES BURIED ON SITE.



WELCH
Associates Land Surveyors, Inc.

155 West Center Street
West Springfield, MA 01103
1000 State Street
West Springfield, MA 01103

SCALE: 1"=40'

Prepared for:
GEORGE J. KHOURI & ASSOCIATES
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2002 WELCH ASSOCIATES LAND SURVEYORS, INC. DATE JAN 04 2006

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SHEET

NO.	DESCRIPTION	DATE	BY

BROOK STREET PARK

LAMARCHE, MASSACHUSETTS

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