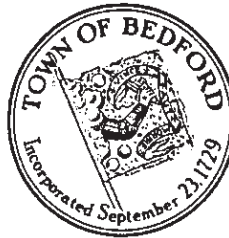


TOWN OF BEDFORD

BEDFORD, MASSACHUSETTS 01730



TTD/TTY: 781-687-6124

Doreen Tremblay, Town Clerk

Town Hall

10 Mudge Way

Bedford, Mass. 01730

781-275-0083

doreent@town.bedford.ma.us

Date: January 23, 2008

Petitioner Name: (owner) Criterion at Bedford, LLC

Location of Property: 59 Middlesex Turnpike



2008 00013196
 Bk: 50642 Pg: 403 Doc: DECIS
 Page: 1 of 29 01/28/2008 02:07 PM

This letter certifies that twenty days have elapsed since the decision of the Planning Board was filed in the Office of The Town Clerk and no appeal has been filed.

Attest:

Doreen Tremblay
 Town Clerk

Deed Book 49234 page 75 & 78

Dianne Gass LLP
 131 Dartmouth Street
 Suite 501
 Boston MA 02116

Plan #57 of 2008

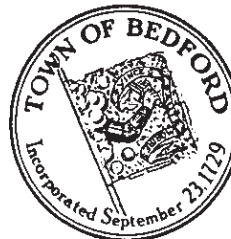
29

TOWN OF BEDFORD

BEDFORD, MASSACHUSETTS 01730

TOWN CLERK

2007 DEC 11 AM 11:54

**Planning Board**

Lisa Mustapich, *Chair*
 Janet Powers, Clerk Sandra Hackman
 Steven Spector Margot Fleischman
 Richard Joly, *Planning Director*

TOWN HALL—10 Mudge Way
 BEDFORD, MASSACHUSETTS 01730
 TEL 781-275-1548
 FAX 781-271-0537

COMMONWEALTH OF MASSACHUSETTS**TOWN OF BEDFORD**

Middlesex, ss

PLANNING BOARD

APPLICATION by Criterion at Bedford, LLC
 For an Industrial Mixed Use Special Permit

Decision and Record
 of Proceedings

The property comprises 15.6+/- acres of land located at 59 Middlesex Turnpike, Bedford, MA.

RECORD OF PROCEEDINGS

On October 11, 2007, Criterion at Bedford, LLC (the "Applicant") having a principal place of business in Massachusetts at 1601 Trapelo Road, Suite 172, Waltham, Massachusetts 02451, petitioned the Planning Board of the Town of Bedford by an application for modification of an Industrial Mixed Use Special Permit granted by the Planning Board dated March 23, 2007 and recorded in Middlesex County South Registry of Deeds in Book 49197 at page 71 the (the "Special Permit") to permit redevelopment of the existing site at 59 Middlesex Turnpike in accordance with the Industrial Mixed Use ("IMU") bylaw. The Applicant is successor in interest to Criterion Development Partners, LLC who was the initial applicant for the Special Permit.

The Notice of the Petition was published in the Bedford Minuteman, a newspaper of general circulation in the Town of Bedford on November 8, 2007 and November 15, 2007 and in the Billerica Minuteman, a newspaper of general circulation in the Town of Billerica on November 8, 2007 and November 15, 2007 and a hearing in accordance with said Notice was opened at Bedford Town Hall, 10 Mudge Way, Bedford, MA on November 27, 2007. Notice of the hearing was given to the Applicant, abutters, abutters to the abutters within 300 feet of the property line of the subject property, owners of land directly opposite to any public or private street or way, appropriate Town Boards and officials and the Planning Board of each neighboring Town. Notice of the hearing was posted in Town Hall.

At the public hearing, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Counsel.

Dianne Gass LLP
 131 Dartmouth Street
 Suite 501
 Boston MA 02116

A TRUE COPY ATTEST


 Town Clerk

2002 to 2008
 # 57 of 100
 p/m

FINDINGS

The submitted application seeks modifications to the Special Permit that facilitate the division of the site into two separate building lots and thereby enabling the residential portion and the office portion of the Project to be separately owned and financed.

The public hearing was opened on November 27, 2007. Planning Board members Lisa Mustapich, Steven Spector, Sandra Hackman, Janet Powers and Margot Fleishman were in attendance.

The Planning Board finds that the separation of ownership of the office and residential/retail components of the project will not negatively affect the overall mixed use development concept, and will not change the mix of uses or character of the project. The Planning Board finds that the proposed modifications, which include cross-easements between the two building lots will assure continued compliance with the original Special Permit.

The Planning Board therefore finds that the modifications to the Special Permit set forth below are in harmony with the purpose and intent of the Zoning By-Laws and will not be detrimental or injurious to the neighborhood in which it is to take place and further finds that the modifications will facilitate the development of the office component of the project.

DECISION

The Planning Board approves the application of Criterion at Bedford, LLC and hereby modifies the Special Permit as follows:

1. The Special Permit incorporates by reference the Project Plans, which are hereby deemed to include the updated site plans previously presented to the Board with minor changes subsequent to the grant of the Special Permits prepared by the BSC Group and dated September 7, 2007 as well as a lot division plan entitled "Plan of Land 59 Middlesex Turnpike" prepared by BSC Group and dated September 12, 2007 (the "ANR Plan") showing the Lot 1 ("Office Lot"; a "Lot") and Lot 2 ("Residential Lot"; a "Lot").
2. The Applicant shall cause to be recorded with said Deeds a Reciprocal Easement Agreement substantially in the form of the easement agreement attached hereto with amendments in the attached letter from Town Counsel dated October 30, 2007 and including the right for pedestrian travel over the walkways and paths shown on both the Office Lot and the Residential Lot at such time as the ANR Plan is recorded with the Registry of Deeds ("Easement Agreement").
3. Prior to the issuance of a final occupancy permit for the last building of Phase I of the project the applicant shall submit a recorded copy of the attached Public Pedestrian Access Easement dated November 26, 2007.
4. All conditions of the special permit shall apply to both the Office Lot and Residential Lot.

WAIVERS

The Planning Board hereby grants a waiver in accordance with Sections 15.2 of the Zoning By-Laws to permit the construction of the Project in accordance with the Project Plans and this Decision. Specifically, the Planning Board hereby grants a waiver of Zoning bylaw section 7.4.2.4 to allow a zero-foot setback for the driveway and parking spaces along the internal property line.

The vote of the Planning Board was as follows:

Lisa Mustapich: YES
Steven Spector: YES
Sandra Hackman: YES
Janet Powers: YES
Margot Fleishman: YES

This Decision and the plan referred to in this decision have been filed with the office of the Bedford Planning Board and with the Town Clerk.

Appeals, if any, shall be made pursuant to Massachusetts General Laws Chapter 40A Section 17 and shall be filed within twenty (20) days of the date of filing Notice with the Town Clerk.

12/11/07
Date

Richard Joly
For the Planning Board
Richard Joly, Planning Director

cc: Chris Laskey, Code Enforcement Director
Adrienne St. John, Public Works Engineer
Pamela Brown, Attorney
Andrew Kaye, Criterion Development Partners, LLC

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement (the "Agreement") is made and entered into as of the _____ day of September _____, 2007, by and between CRITERION AT BEDFORD LLC, a Delaware Limited Liability Company ("Criterion") having a principal place of business at 1601 Trapelo Road, Waltham, Massachusetts and [TBD], a Massachusetts limited liability company ("TBD"; Criterion and TBD hereinafter referred to collectively as "Owners" and individually as an "Owner") having a principal place of business at _____.

RECITALS

A. Criterion is the owner of the land known as "Lot 2" as shown on a plan entitled "Plan of Land, 59 Middlesex Turnpike in Bedford/Billerica Massachusetts" dated September 12, 2007 and prepared by BSC Group for Criterion Development Partners (the "ANR Plan") attached hereto as "**Exhibit A**" and made a part hereof (the "Criterion Property"). A legal description of said Lot 2 is included as "**Exhibit B**."

B. TBD is the owner of the land known as "Lot 1" as shown on the ANR Plan and is legally described on "**Exhibit C**" attached hereto and made a part hereof (the "TBD Property").

C. Together the Criterion Property and the TBD Property shall be known as the "Properties" or the "Site" and individually as a "Property".

D. The Site benefits from, and is subject to, a Special Permit granted by the Town of Bedford Planning Board dated March 23, 2007 and recorded in Middlesex County South Registry of Deeds in Book 49197 at page 71 (as hereafter amended or modified from time to time, the "Special Permit").

E. Criterion and TBE intend to and hereby do enter this Agreement to provide for the use and maintenance of shared elements of the Property, including certain parking areas, site access to Middlesex Turnpike and Plank Street, related sidewalks, certain utilities and the stormwater management system as provided for and authorized by the Special Permit and as hereinafter more particularly set forth.

F. For good and valuable consideration, Criterion has agreed to grant to TBD, as an appurtenance to the TBD Property, a perpetual, non-exclusive easement for pedestrian and vehicle ingress and egress and for all other purposes for which a public way may be used in the Town of Bedford, over, across and through Access Easement 2 as shown on said ANR Plan (the "TBD Access Easement").

ATTACHMENT 2

G. For good and valuable consideration, TBD has agreed to grant to Criterion, as an appurtenance to the Criterion Property, a perpetual, non-exclusive easement for pedestrian and vehicle ingress and egress and for all other purposes for which a public way may be used in the Town of Bedford, over, across and through Access Easement 1 as shown on said ANR Plan (the "Criterion Access Easement").

H. For good and valuable consideration, Criterion and TBD have agreed to grant to each other, as an appurtenance to the TBD Property and the Criterion Property, a perpetual, non-exclusive easement to use that portion of the stormwater management system, as is intended by design for use by the improvements now or hereafter constructed on the Criterion Property or the TBD Property, respectively, in the manner contemplated by the Special Permit granted by the Bedford Planning Board and the Order of Conditions issued by the Bedford Conservation Commission including, but not limited to, catch basins, swales, detention ponds, rain gardens and other elements of the drainage system located on the Project Site as shown on "**Exhibit D**", as the same may be modified by an as-built plan prepared following completion of such improvements which is attached to a certificate of Criterion that makes reference to this Agreement (the "Drainage Easement") and is recorded in the Middlesex County South District Registry of Deeds.

I. For good and valuable consideration, TBD and Criterion have agreed to grant reciprocal rights to each other, as an appurtenance to the Criterion Property and the TBD Property, a perpetual, non-exclusive easement to use, access and maintain utilities, including, but not limited to, those utilities identified in the Special Permit and Order of Conditions, on the Properties as is intended by design for use by the Criterion Property or the TBD Property respectively, to include the area of land on, above, under and, to the extent reasonably required for practical access thereto, beside, the location of utilities as shown on "**Exhibit E**" (the "Shared Utility Improvements Easement").

J. For good and valuable consideration, Criterion agrees to grant, as an appurtenance to the TBD Property, a perpetual, non-exclusive easement for use of 65 surface parking spaces located as shown on "**Exhibit F**" (the "Shared Parking Easement").

K. For good and valuable consideration, Criterion and TBD have agreed to certain additional terms related to continued maintenance of the property.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Criterion Access Easement. TBD hereby grants to Criterion, for the use and benefit of Criterion, its successors and assigns who acquire an ownership or ground leasehold interest in the Criterion Property, and its tenants, agents and employees ("Permitees") for the purposes set forth in Recital G, the Criterion Access Easement.

3. TBD Access Easement. Criterion hereby grants to TBD, for the use and benefit of TBD, its successors and assigns who acquire an ownership or ground leasehold interest in the TBD Property, and its Permitees for the purposes set forth in Recital F, the TBD Access Easement.

4. Reciprocal Drainage Easement. TBD and Criterion hereby grant reciprocal rights in the Drainage Easement for the use and benefit of Criterion and TBD, and their Permitees for the purposes set forth in Recital H.

5. Reciprocal Shared Utility Easement. TBD and Criterion hereby grant reciprocal rights in the Shared Utility Improvements Easement for the use and benefit of TBD and Criterion, and their Permitees for the purposes set forth in Recital I.

4. TBD Shared Parking Easement. Criterion and TBD hereby acknowledge that the Site is benefited by a waiver of full parking compliance in favor of a shared parking program limiting parking areas on the Site. Criterion hereby grants and conveys to TBD, for the benefit of TBD and its respective Permitees, a perpetual, non-exclusive easement and right to use, for the benefit of, and appurtenant to, the TBD Property, sixty-five (65) parking spaces ("Parking Spaces") as noted in Recital J on a non-exclusive, non-reserved, as available basis for passenger vehicles used by occupants and visitors to the TBD Property in the area shown on "Exhibit F" solely during weekday business hours, and pursuant to reasonable rules and regulations from time to time promulgated by Criterion, and the right to reasonably access the Parking Spaces over the common curb cuts, driveways and parking aisles adjacent thereto and located from time to time in the parking lot.

7. Appurtenant Easement. The easements herein granted in sections 1 through 6 hereof shall be appurtenant to the lands benefited thereby and shall run with the land.

8. Shared Easement Improvements. The improvements now or hereafter located in the Drainage Easement, Utility Improvement Easement, Access Easements and

Shared Parking Easement and to be used by both Properties in connection with the purposes set forth in the Recitals shall together be known as the Shared Easement Improvements. The use of the Shared Easement Improvements by the parties hereto, and their Permittees shall be in compliance with all applicable laws, codes and ordinances as may be in effect.

9. Maintenance Covenants. After the initial construction of the Shared Easement Improvements, Criterion shall operate, manage, maintain, repair and, when necessary, replace the Shared Easement Improvements, in good order, condition and repair (including, without limitation, removal of snow from roadways and sidewalks which are Shared Easement Improvements at such time as snow may be removed from the remainder of its Property), subject in each case to excusable delay by reason of Acts of God, adverse weather conditions preventing the performance of work as certified by Criterion's architect or engineer, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, government action or inaction, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of Criterion and payment by TBD of its share of the cost thereof. Criterion and TBD each further agree to maintain in the manner described above the parking areas used exclusively by Criterion and TBD, as the case may be; however, any party using the Access Easements which causes damage to the driveway, pedestrian ways or surface parking shall be responsible for the restoration or repair associated with such damage.

10. Default and Event of Default. If an Owner shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to this Agreement (a "Default"), and such Default shall continue for a period of (a) fifteen (15) days for monetary obligations, and (b) thirty (30) days for non-monetary obligations, in each case after written notice thereof from an Owner, or if such defaulting Owner fails to commence its curative efforts promptly after the service of such notice with respect to a non-monetary obligation or thereafter to proceed with all due diligence to cure the same in case of a non-monetary Default which cannot with due diligence be cured within a period of thirty (30) days (it being intended that, in connection with a Default not susceptible of being cured with due diligence within thirty (30) days, the time for such defaulting party to cure the same shall be extended for such period as may be necessary to complete the same with due diligence, provided that cure of such Default is promptly commenced and diligently pursued), or in the case of an emergency or hazardous condition, if such defaulting Owner fails to proceed promptly to cure the same after service of such notice as is reasonable under the circumstances (in each case, an "Event of Default"), then, in any of such events, an Owner may pursue the remedies specified in Section 11 below with respect to such Event of Default.

10.1 Remedies. If an Event of Default has occurred and is continuing with respect to an Owner, another Owner may:

- (a) take action to collect unpaid monies due from such Owner;

(b) cure such Event of Default and charge back the costs of cure to the defaulting Owner pursuant to Section 10.2 below;

(c) enforce this Agreement against such Owner by an action at law or in equity, including, without limitation, an action for injunctive relief or specific performance;

(d) where applicable, foreclose the lien provided for in Section 10.3 below; and

(e) pursue any other remedy available to the Owner at law or in equity.

All of the foregoing rights and remedies shall be cumulative. Any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law. Notwithstanding the foregoing, in no event shall an Owner's remedies include the right to terminate this Agreement by reason of an Owner's Event of Default and, except for the foreclosure of a lien created pursuant to Section 10.3, the other Owner shall have no equitable rights in an Owner's Property.

10.2 Costs of Cure and Enforcement. If an Event of Default has occurred and is continuing with respect to an Owner, such Owner shall pay all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred in collecting any amounts due from such Owner, in curing any Event of Default by such Owner, in enforcing this Agreement against such Owner, in foreclosing the lien provided for in Section 10.3 against such Owner, or in pursuing any other available remedy with respect to such Owner, together with interest from the date of expenditure to the date of payment by the Owner at the Interest Rate until paid in full.

10.3 Lien. If an Owner fails to pay an amount due from such Owner within thirty (30) days after billing therefor, and any Owner entitled to such amount shall have, and may enforce, a lien on the defaulting Owner's Property for any unpaid amounts due hereunder from such Owner, including costs of cure and enforcement as provided in this Section 10.3. Any lien pursuant to this Section 10.3 shall be subject and subordinate to the liens, terms and provisions of any recorded mortgage on a Property and to all advances or loans (whether obligatory, non-obligatory, discretionary or otherwise) made thereunder.

11. Mortgagee's Rights. Prior to foreclosing the lien created by Section 10.3, the foreclosing Owner shall send notice to any mortgagees of record of the Property in question. If within thirty (30) days after such notice, a mortgagee of record shall (a) pay any unpaid due from the Owner, (b) commence foreclosure or other appropriate action to acquire title to the Property or (c) notify the foreclosing Owner of its intention so to foreclose or acquire title, then the foreclosing Owner shall not foreclose the lien,

provided that (a) such mortgagee shall diligently prosecute any such foreclosure or other acquisition of title and (b) such mortgagee or purchaser at foreclosure shall pay such unpaid amounts to the foreclosing Owner within fifteen (15) days after the foreclosure is completed or after title has otherwise been acquired.

12. Shared Costs. Criterion and TBD shall share the reasonable costs actually incurred of the maintenance and repair work and, when appropriate, capital replacement, of the elements of the Shared Easement Improvements on an equitable basis ("Shared Costs"). If Criterion and TBD are unable to agree on an equitable basis or if the intensity of use the Shared Easement Improvements changes or the appropriateness of a major repair or capital replacement is the subject of disagreement, at the request of either Owner, the Owners shall endeavor in good faith to establish a fair and reasonable reallocation of such costs and expenses and, in the event the Owners are unable to establish the same, at the request of either Owner, the basis or reallocation, as the case may be, shall be resolved by arbitration in Boston before a single arbitrator, without discovery, as expeditiously as possible under the rules then in effect of the International Institute For Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (the "CPR Rules"), except that this agreement will override any of the CPR rules with which this agreement is inconsistent.

13. Insurance Coverage/Indemnification. Each Owner shall carry its own insurance in connection with the exercise of its rights hereunder and agrees to indemnify, exonerate and hold harmless the other Owner and those claiming by, through or under it (including, without limitation, their respective mortgagees and tenants), from and against any and all loss, liability, cost, damage and expense arising out of, or alleged to have arisen out of, the performance of obligations hereunder by the indemnifying Owner or the exercise of rights hereunder by the indemnifying Owner.

14. Coverage. Before entering upon the land of the other Owner to undertake construction activities authorized by this Agreement, 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 per individual and \$3,000,000 per occurrence (or such larger amounts as may be carried by prudent property owners in similar situations), which may be under a blanket or umbrella policy or policies, so-called, bearing an endorsement naming the affected Property 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 30 days advance notice to the affected Owner in the event of cancellation of coverage.

15. Indemnity. Each of the parties hereto agrees to indemnify and the other and hold it harmless from and against any and all loss, cost, expense, claims or damages arising from the use of the Easement Areas or breach of this Agreement suffered by a party as a result of the negligent or willful act or omission of the other and/or its Permittees, as a result of the exercise of the rights and obligations of the parties under this

Agreement, to the extent such liability, loss, damage, cost or expense did not arise from the acts of the party seeking indemnification.

16. Successors and Assigns. This Agreement shall bind, and the benefit thereof shall inure to, the respective successors and assigns of the parties hereto.

17. No Public Dedication. Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

18. Amendment. The parties hereto agree that this Agreement may not be amended, released or terminated, without the prior written consent of both parties and the assent of a majority of the Bedford Planning Board.

19. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

20. Notice. Any and all notices sent pursuant to this Agreement shall be sent to the respective parties at the address first above written.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

22. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the parties hereto.

23. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first set forth above.

TBD, a

By: _____
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this __ day of September 2007, before me, the undersigned notary public, personally appeared _____, the Authorized Signatory of TBD proved to me through satisfactory identification, which was based on the undersigned's personal knowledge of the identity of the principal, 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.

(Official Signature and Seal of Notary)

My Commission Expires:

Criterion at Bedford, LLC
a Delaware limited liability company

By: _____
Authorized Representative

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this __ day of September 2007, before me, the undersigned notary public, personally appeared Chris Harris, authorized representative of Criterion at Bedford, LLC proved to me through satisfactory identification, which were [driver's license] or [based on the undersigned's personal knowledge of the identity of the principal], 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.

(Official Signature and Seal of Notary)

My Commission Expires:

JOINDER BY MORTGAGEE

To: Whom It May Concern

The undersigned, _____, as _____ of _____ (the "Mortgagee") under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from _____ (the "Owner") in favor of Mortgagee dated _____ and recorded on _____ filed in the Middlesex South Registry District in Book _____, page _____, Mortgagee does hereby join with the Owner in the foregoing Reciprocal Easement Agreement which affects a portion of the Property.

IN WITNESS WHEREOF, these presents have been executed this ____ day of September 2007.

WITNESSES:

Name:

By: _____

Title: _____

Print Name: _____

Name:

STATE OF _____

County of _____, ss.

On this ____ day of September 2007, before me, the undersigned notary public, personally appeared _____, the _____ of _____, proved to me through satisfactory identification, which were [driver's license] or [based on the undersigned's personal knowledge of the identity of the principal], 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.

(Official Signature and Seal of Notary)

My Commission Expires:

EXHIBIT A

Lot Division Plan

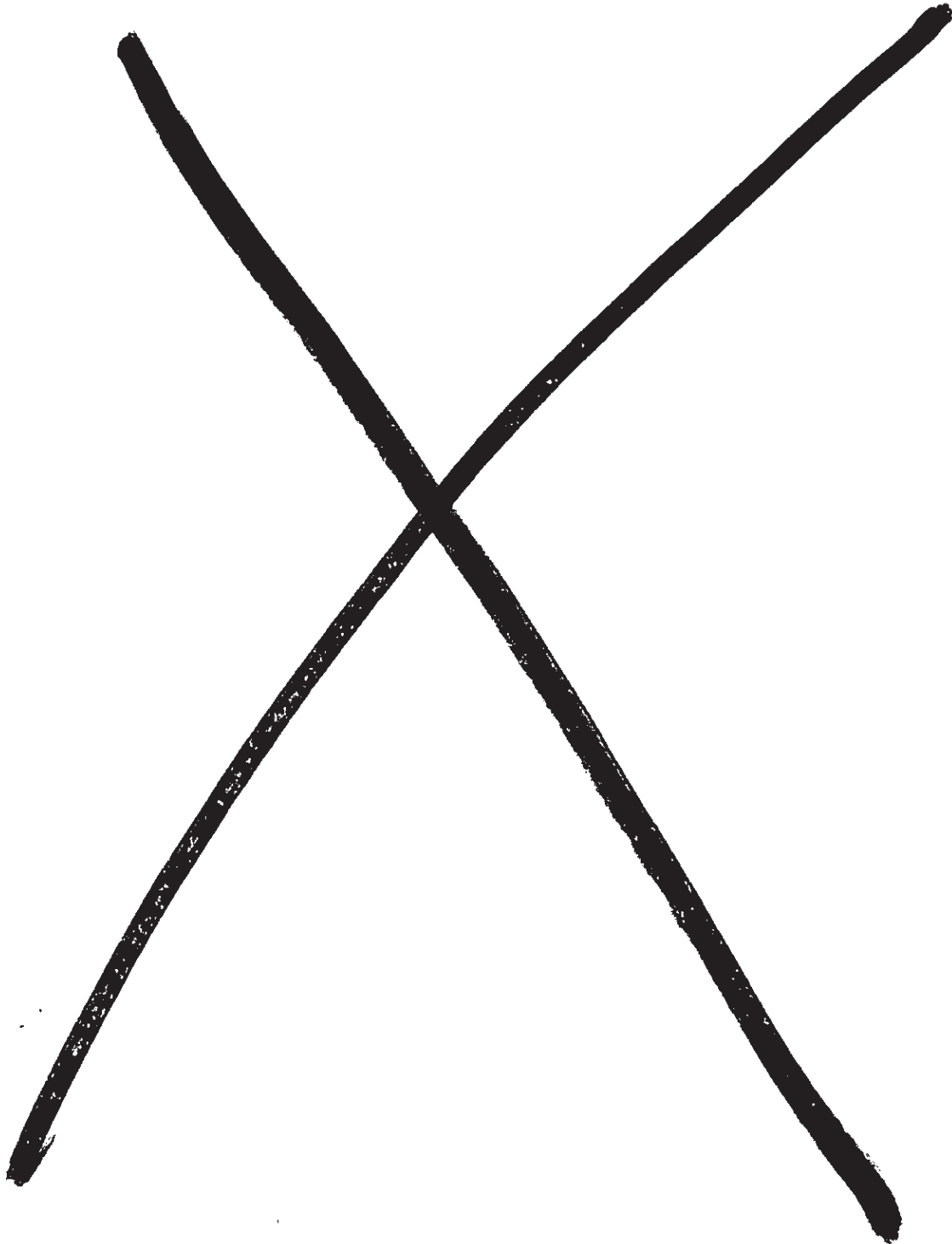


EXHIBIT B

Criterion Property Legal Description

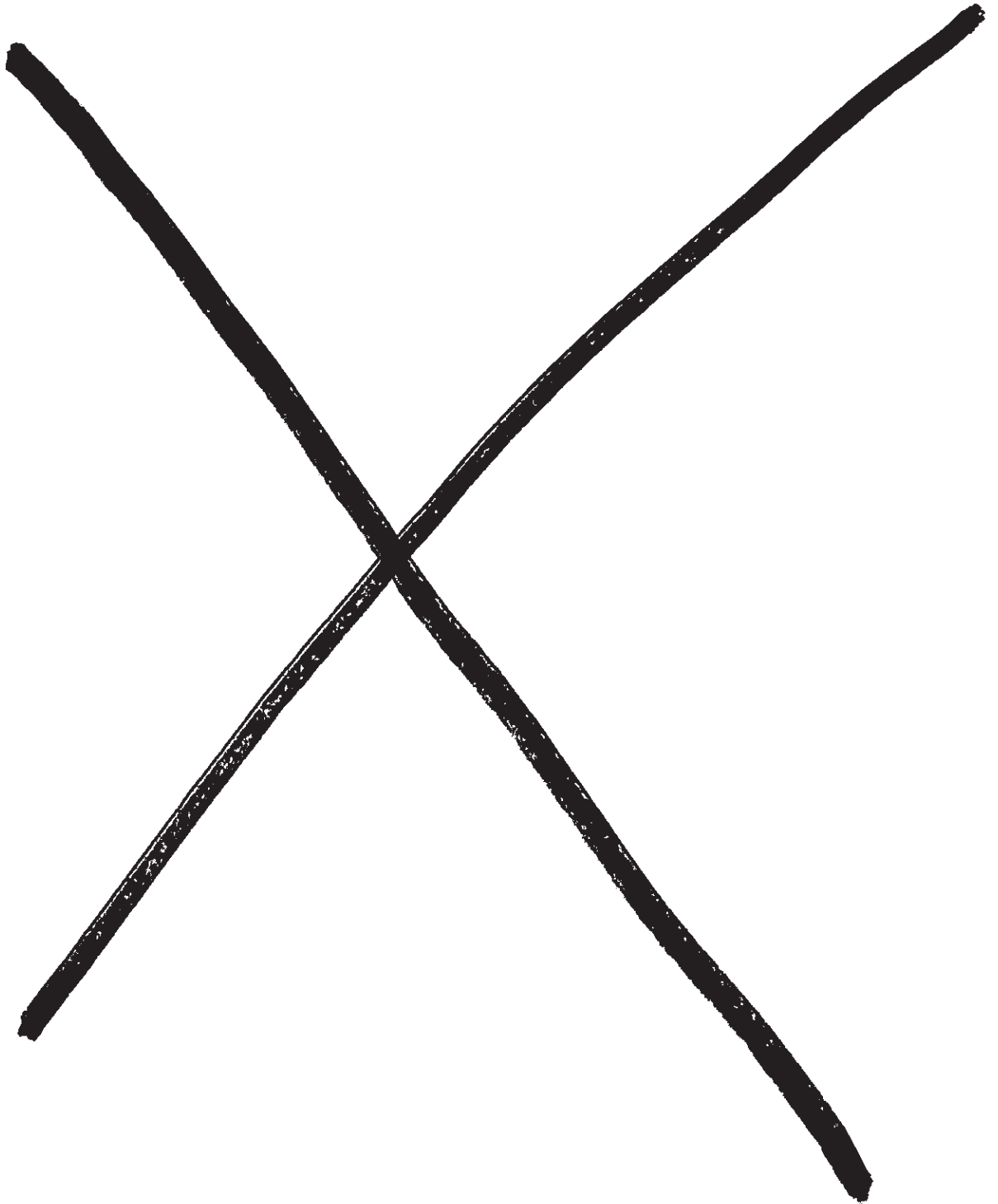


EXHIBIT C

TBD Property Legal Description

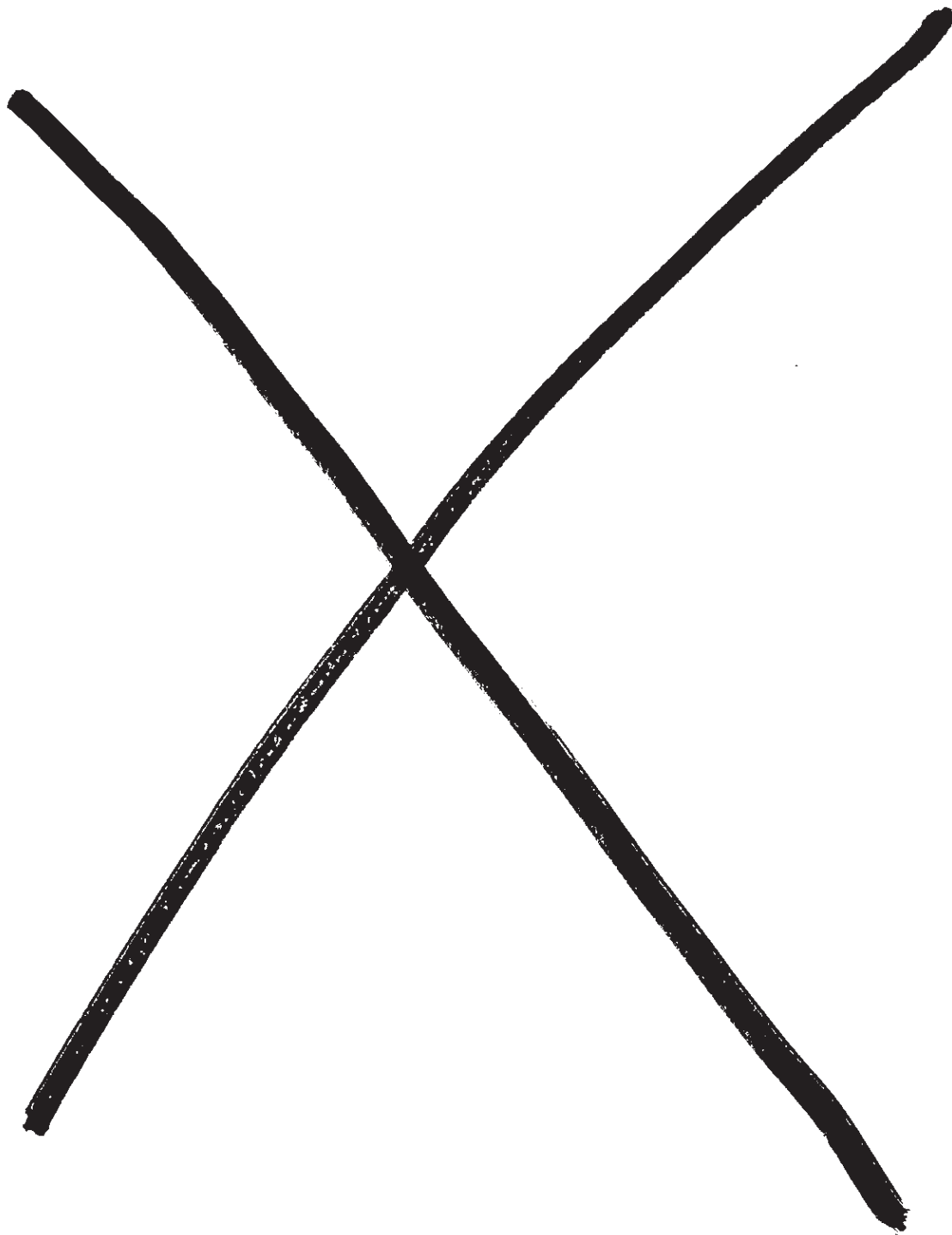
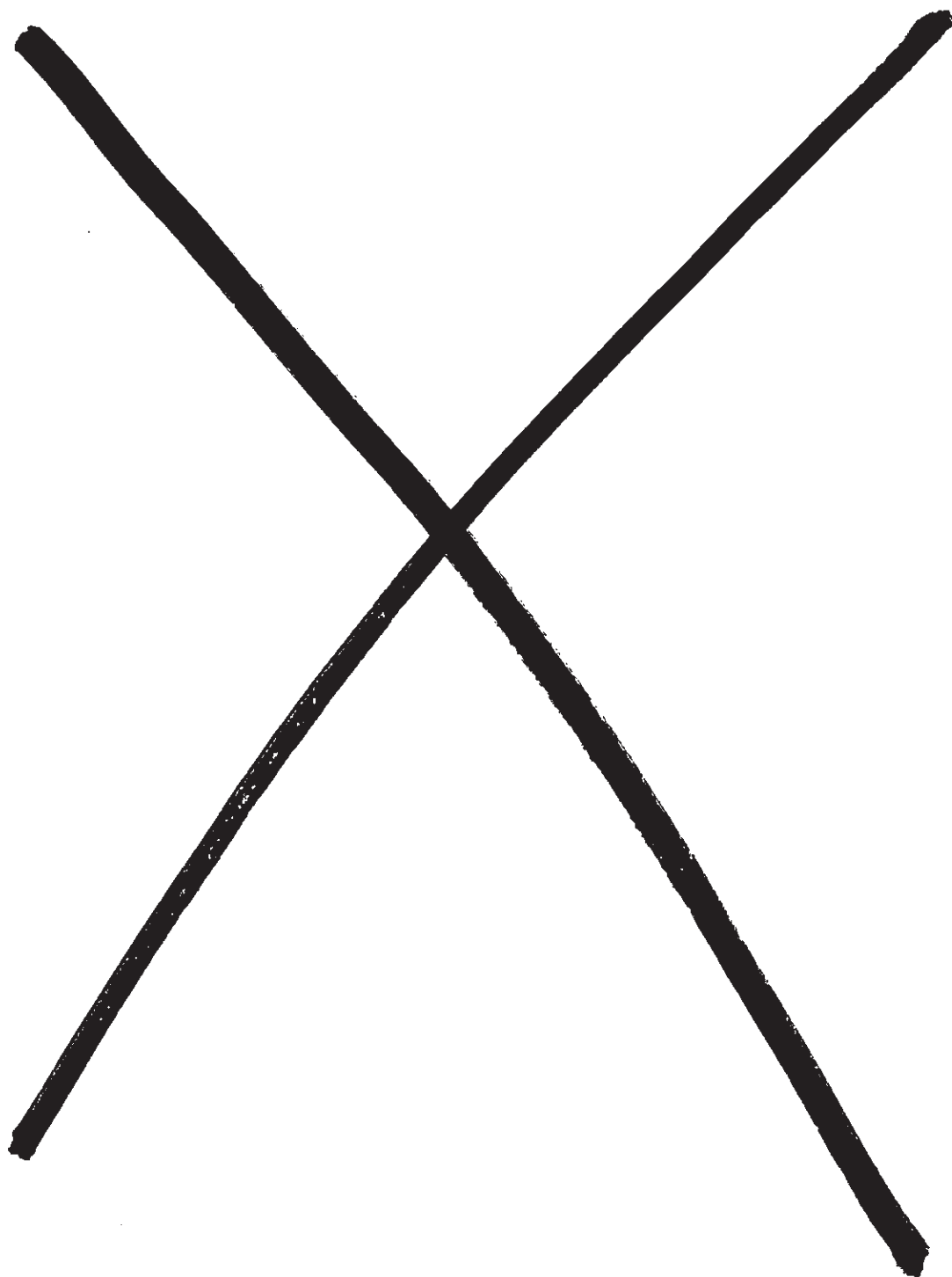


EXHIBIT D
Drainage Easement Plan



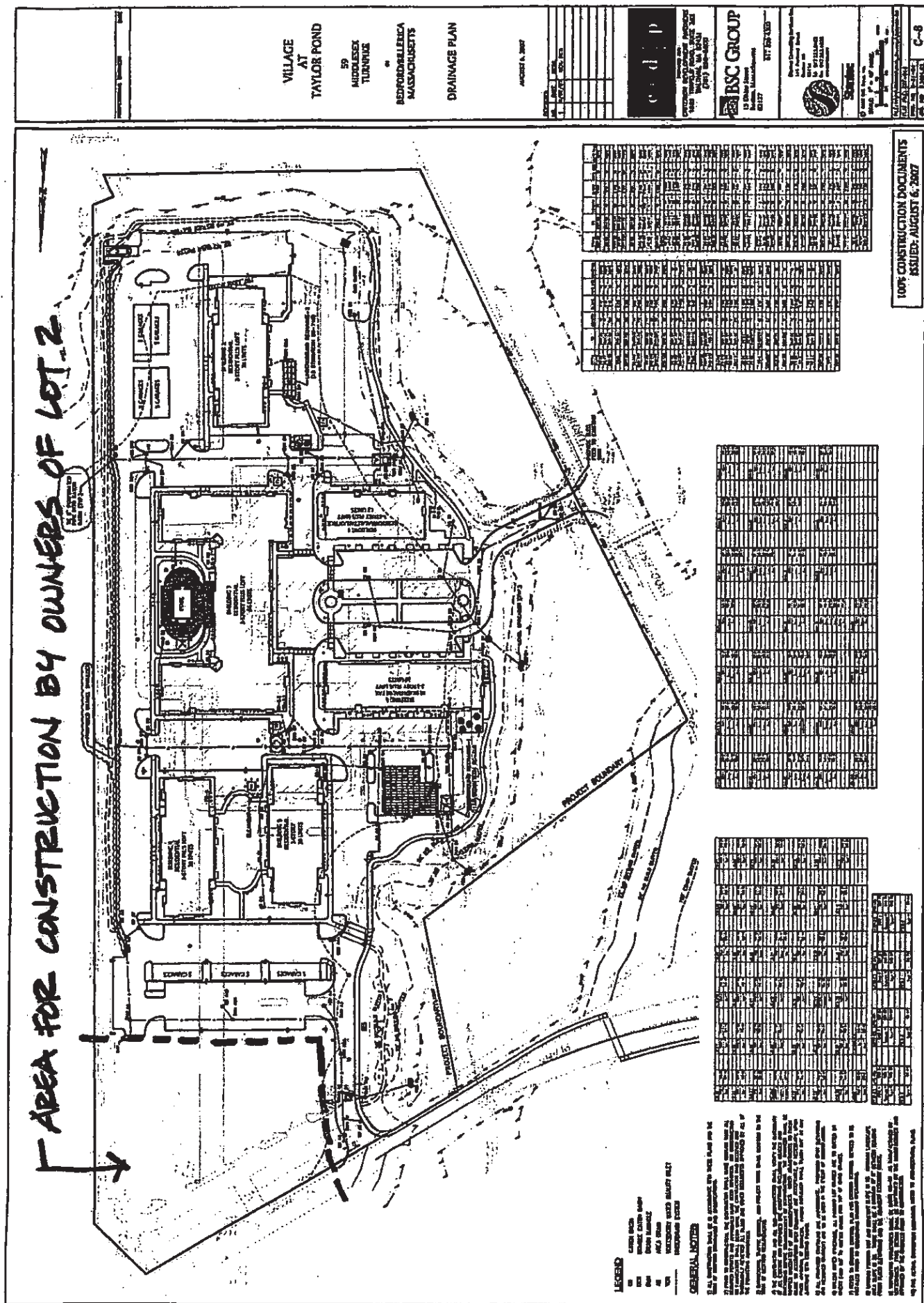
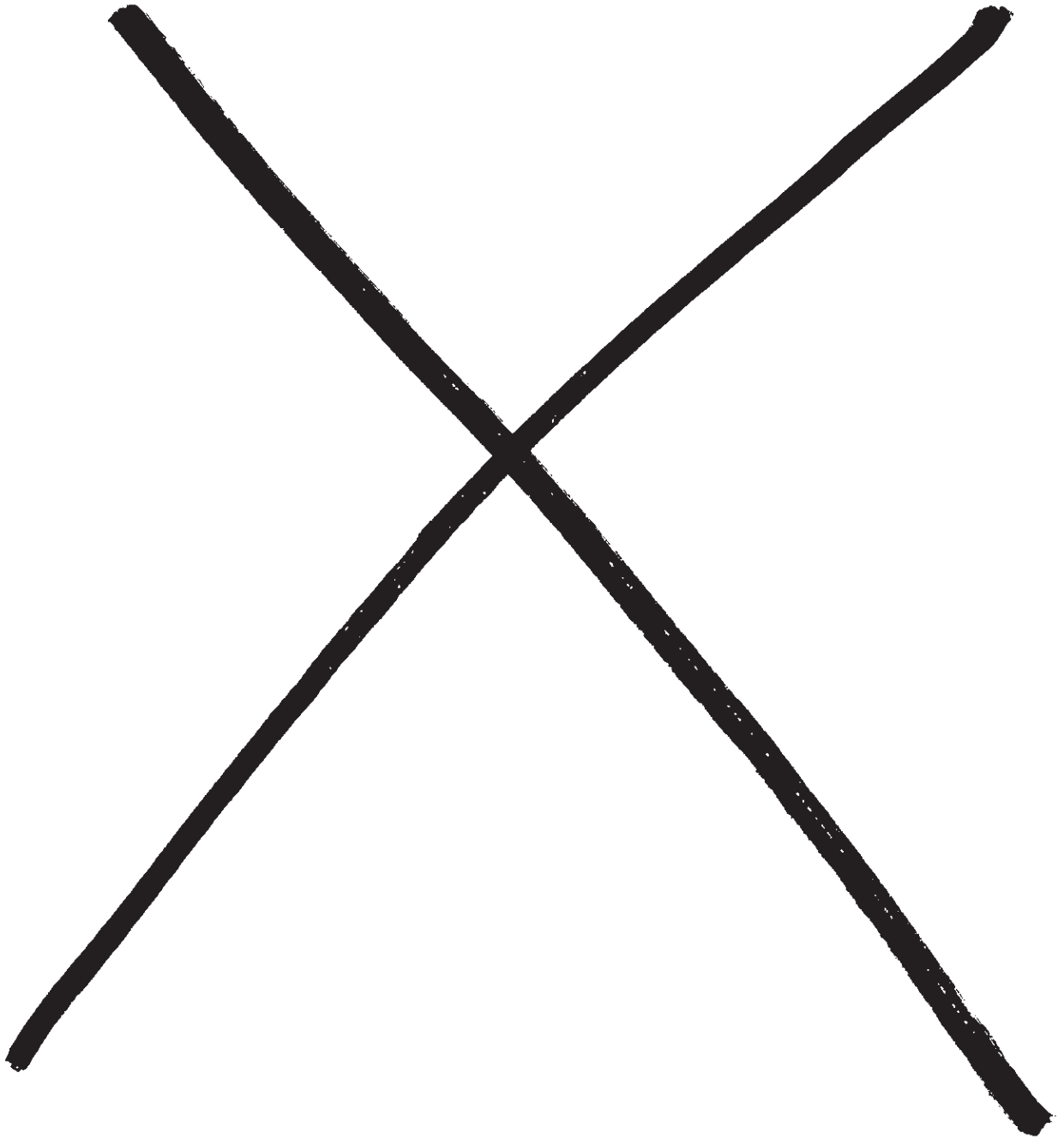


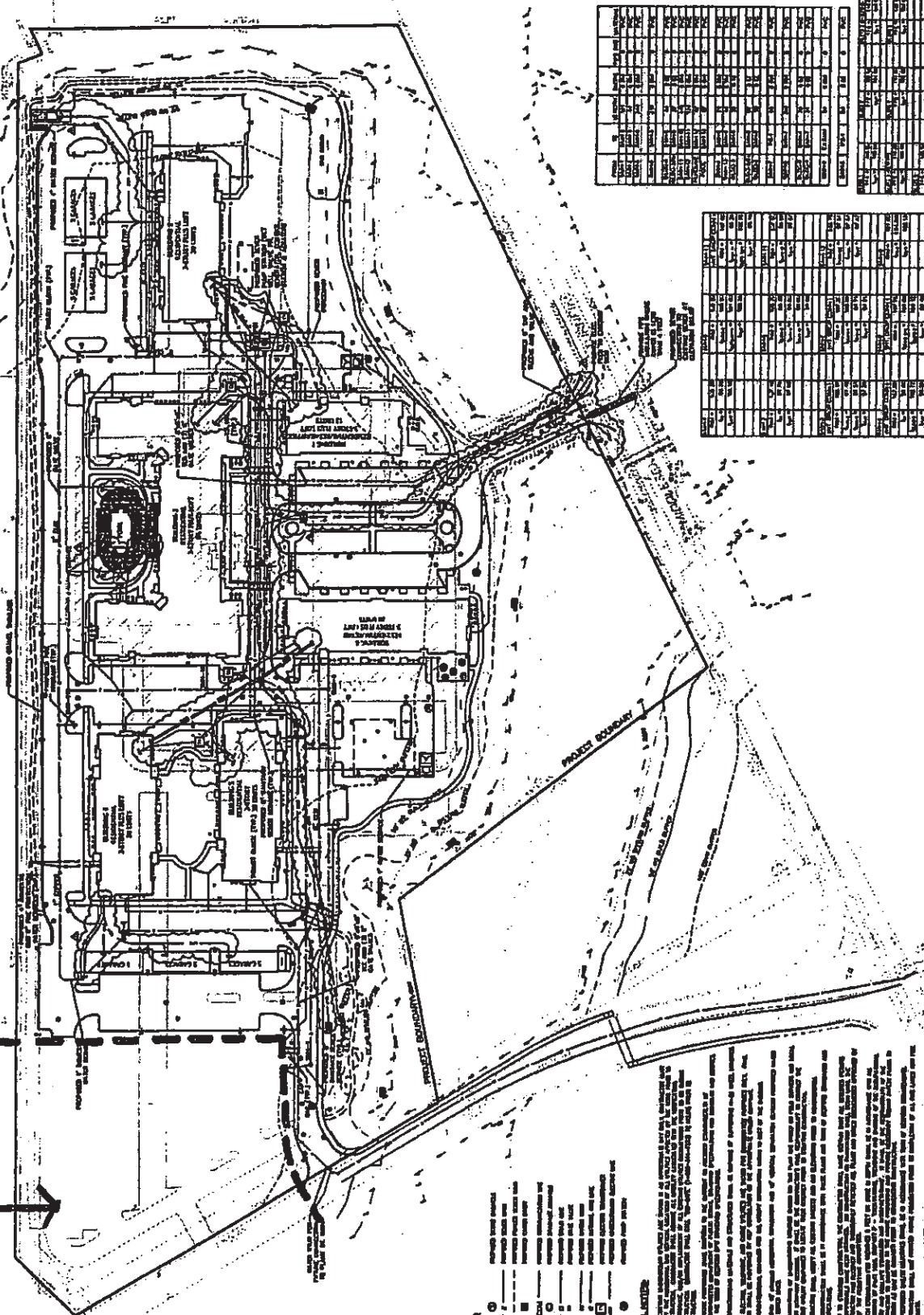
EXHIBIT D - DRAINAGE PLAN

EXHIBIT E

Shared Utility Improvements Easement Plan



AREA FOR CONSTRUCTION BY OWNERS OF LOT 2



- LEGEND**
- 1. PROPOSED WATER MAIN
 - 2. PROPOSED SEWER MAIN
 - 3. PROPOSED GAS MAIN
 - 4. PROPOSED ELECTRICAL MAIN
 - 5. PROPOSED TELEPHONE MAIN
 - 6. PROPOSED CABLE MAIN
 - 7. PROPOSED RAINWATER MAIN
 - 8. PROPOSED FLOOD CONTROL MAIN
 - 9. PROPOSED OTHER MAIN
 - 10. PROPOSED OTHER UTILITY

- NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY.
 2. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION.
 3. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION.
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 10. THE UTILITIES SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION.

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	WATER MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
2	SEWER MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
3	GAS MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
4	ELECTRICAL MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
5	TELEPHONE MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
6	CABLE MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
7	RAINWATER MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
8	FLOOD CONTROL MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
9	OTHER MAIN	10/10/07	J. J. J.	J. J. J.	J. J. J.
10	OTHER UTILITY	10/10/07	J. J. J.	J. J. J.	J. J. J.

100% CONSTRUCTION DOCUMENTS
ISSUED: AUGUST 6, 2007

VILLAGE
AT
TAYLOR POND
59
MIDDLESEX
TOWNSHIP
REDFORD/REVERA
MASSACHUSETTS
UTILITY PLAN
AUGUST 6, 2007

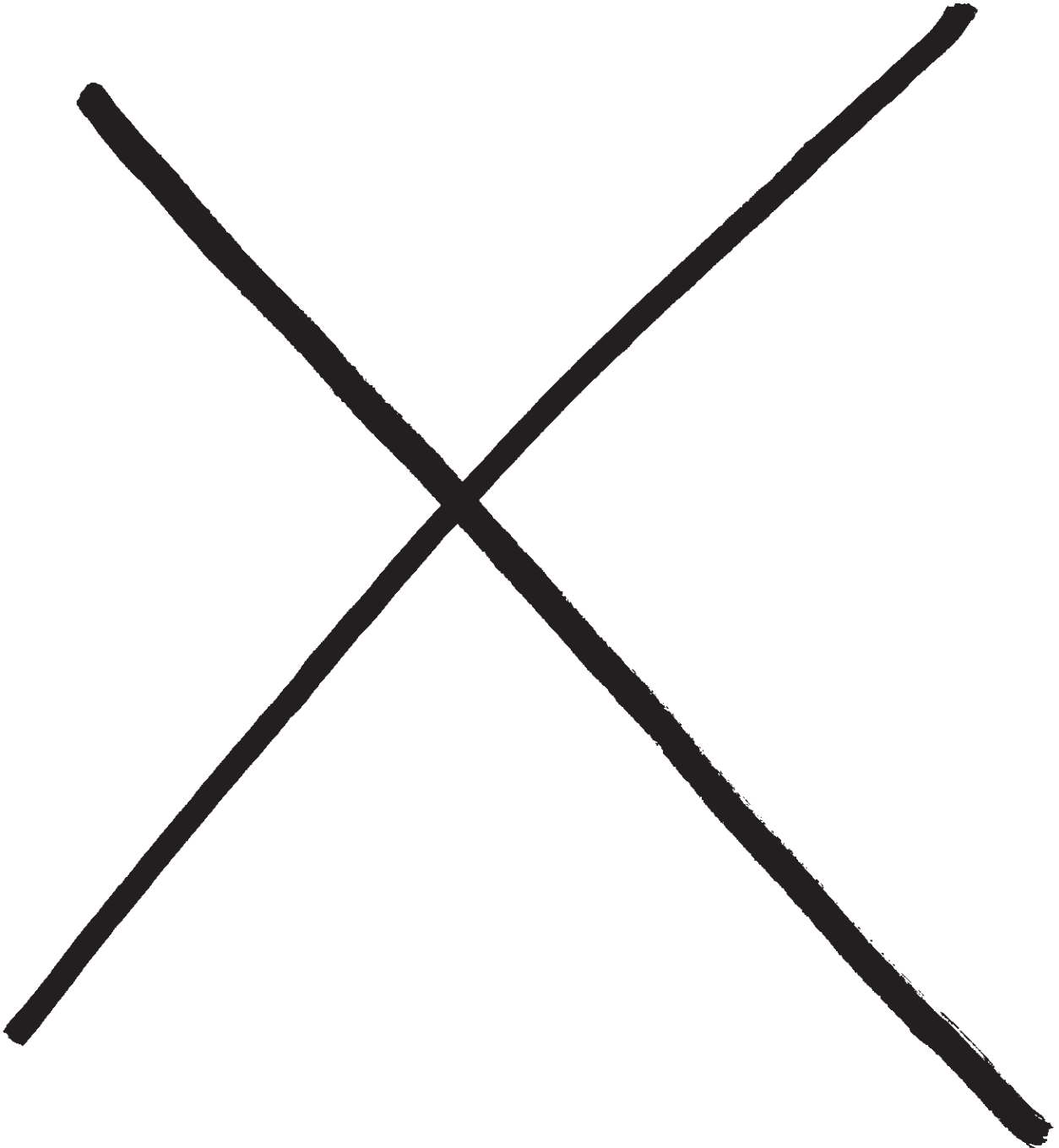
BC GROUP
100% CONSTRUCTION DOCUMENTS
ISSUED: AUGUST 6, 2007

BC GROUP
100% CONSTRUCTION DOCUMENTS
ISSUED: AUGUST 6, 2007

BC GROUP
100% CONSTRUCTION DOCUMENTS
ISSUED: AUGUST 6, 2007

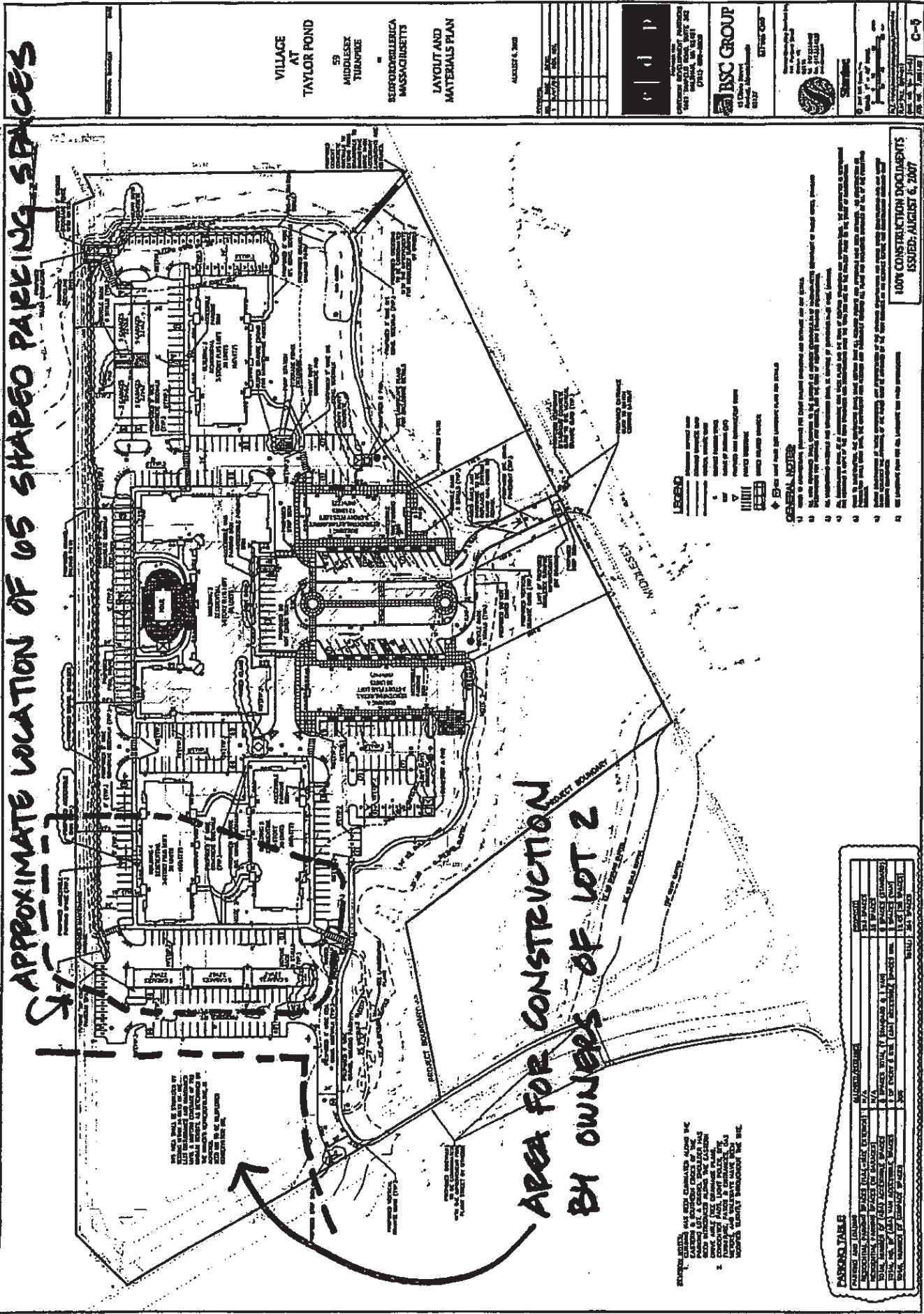
EXHIBIT F

Shared Parking Easement Plan



APPROXIMATE LOCATION OF 65 SHARED PARKING SPACES

AREA FOR CONSTRUCTION BY OWNERS OF LOT 2



GENERAL NOTES:
1. SEE SITE PLAN FOR EXISTING AND PROPOSED ROADS AND EASEMENTS.
2. SEE SITE PLAN FOR EXISTING AND PROPOSED PARKING SPACES.
3. SEE SITE PLAN FOR EXISTING AND PROPOSED BUILDING FOOTPRINTS.
4. SEE SITE PLAN FOR EXISTING AND PROPOSED LANDSCAPING.
5. SEE SITE PLAN FOR EXISTING AND PROPOSED UTILITIES.
6. SEE SITE PLAN FOR EXISTING AND PROPOSED FLOOD ZONING.
7. SEE SITE PLAN FOR EXISTING AND PROPOSED WETLANDS.
8. SEE SITE PLAN FOR EXISTING AND PROPOSED HISTORIC DISTRICTS.
9. SEE SITE PLAN FOR EXISTING AND PROPOSED ZONING DISTRICTS.
10. SEE SITE PLAN FOR EXISTING AND PROPOSED SUBDIVISIONS.

PARKING TABLE

TYPE	NUMBER	TOTAL
EXISTING	10	10
PROPOSED	55	65
TOTAL	65	65

LEGEND

- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING PARKING SPACE
- PROPOSED PARKING SPACE
- EXISTING ROAD
- PROPOSED ROAD
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING FLOOD ZONE
- PROPOSED FLOOD ZONE
- EXISTING WETLAND
- PROPOSED WETLAND
- EXISTING HISTORIC DISTRICT
- PROPOSED HISTORIC DISTRICT
- EXISTING ZONING DISTRICT
- PROPOSED ZONING DISTRICT
- EXISTING SUBDIVISION
- PROPOSED SUBDIVISION

GENERAL NOTES

1. SEE SITE PLAN FOR EXISTING AND PROPOSED ROADS AND EASEMENTS.
2. SEE SITE PLAN FOR EXISTING AND PROPOSED PARKING SPACES.
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100% CONSTRUCTION DOCUMENTS
ISSUED: AUGUST 6, 2007

VILLAGE
AT
TAYLOR POND
59
MIDDLESEX
TOWNSHIP
-
REDFORDVILLE
MASSACHUSETTS
LAYOUT AND
MATERIALS PLAN

AUGUST 6, 2007



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SUITE 100
DENVER, CO 80202
303.733.0000



C-9
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 Michael J. Pacinda
 Jason M. Gesing
 Bryan R. LeBlanc
 Kevin F. Bresnahan
 Kathleen E. Yaeger
 Brian P. Fox
 Lauren C. Galvin
 Jessica L. Ritter

Please Respond to Quincy

October 30, 2007

Mr. Richard Joly
 Planning Director
 Town Hall
 Bedford, MA 01730

Re: Criterion Reciprocal Easements

Dear Mr. Joly:

As a general proposition, the draft Reciprocal Easement Agreement is approved as to form, as being legally sufficient to its apparent purpose, subject to the following comments:

1. The 10.10.07 draft provides in item 9 that Criterion will be responsible to manage, maintain, repair and replace the Shared Easement Improvements. Not unexpectedly, that obligation is subject to delay attributable to acts of God, war, labor strife, etc. However, it is also subject to being delayed by non-payment of the reciprocal party's share. In my view, the obligation of Criterion to maintain, repair or replace the shared facilities should be absolute, and non-payment by the reciprocal party or a dispute about whether someone is being overcharged should be no reason or excuse to delay such maintenance/repair or replacement.
2. The documents are a template for an Agreement rather than a draft or unexecuted agreement, in the sense that one of the parties is "TBD", to be determined. I presume that an actual entity will be nominated for these purposes and the document will be amended accordingly.

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

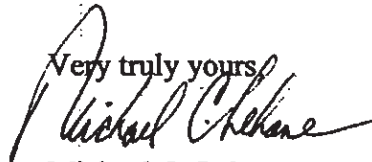
Mr. Richard Joly
October 30, 2007
Page Two

As to the Public Pedestrian Access Easement, it also is generally approved as to form, subject to following:

1. Please note that in the fifth paragraph, the right of the public to pass and repass is limited to "daylight hours". In the winter months this may limit its utility.

I hope the foregoing is helpful to you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Lehane", written over the typed name.

Michael C. Lehane
Town Counsel

MCL/emw

C: Mr. Reed

PUBLIC PEDESTRIAN ACCESS EASEMENT

DECLARATION made as of this ____ day of _____, 2007, Criterion at Bedford, LLC a Delaware Limited Liability Company with a Massachusetts business address of 1601 Trapelo Road, Waltham, Massachusetts (hereinafter "Grantor");

WHEREAS, Grantor is the record title owner in fee simple of certain real property located at 59 Middlesex Turnpike in the Town of Bedford, County of Middlesex, Commonwealth of Massachusetts (the "Town") being the land more particularly described on the attached Exhibit A (the "Property");

WHEREAS, Grantor has obtained a Special Permit from the Town of Bedford Planning Board, dated March 1, 2007 and recorded in the Registry at Book 49197, Page 71 (the "Special Permit");

WHEREAS, pursuant to the Special Permit, Grantor is required to grant a public pedestrian access easement for a foot path over a portion of the Property.

NOW, THEREFORE, for consideration paid in the amount of One Dollar (\$1.00) and for other valuable, but non-monetary consideration, Grantor, grants to THE TOWN OF BEDFORD, acting by and through its BOARD OF SELECTMEN, and its successors and assigns ("Grantee") the perpetual, non-exclusive right and easement (the "Easement") of the inhabitants of the Town to use the portion of the Property shown as and designated "Public Pedestrian Easement" (the "Easement Area") on a plan entitled "Plan of Land 59 Middlesex Turnpike in Bedford/Billerica Massachusetts" recorded with the Middlesex South District Registry of Deeds as Plan _____ of 2007, (the "Plan") solely for the purpose of passing and repassing ~~during daylight hours~~, by foot only, on the surface of the Easement Area for passive recreational and conservation uses only; and the following uses are expressly prohibited on the Easement Area: dumping, waste disposal, littering of any kind and/or use of motorized vehicles.

(a) Limitation of Grantee's Rights in the Easement Area. The Easement shall be limited by and subject to all other rights of Grantor in the Property, which are hereby expressly reserved by and for the benefit of Grantor, its successors and assigns, including without limitation the right to use the Easement Area for any and all other uses that do not unreasonably interfere with the Easement.

(b) Grantor's Disclaimer of Liability. Pursuant to Chapter 21, Section 17C of the Massachusetts General Laws, Grantor and his successors and assigns shall not be liable to any member of the public who uses the Easement Area or the Restricted Area for any injuries to person or property sustained by such person while on the Easement Area in the absence of willful, wanton or reckless conduct by Grantor or its successors and assigns.

(c) Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel

certificate, which certifies that Grantor is in compliance with any of its obligations hereunder.

(d) Effective Date. The Agreement shall be effective when Grantor and Grantee have executed it, and it has been recorded in the Registry.

(e) Severability. If any portion of this Agreement shall to any extent be held invalid, the remainder shall not be affected.

WITNESS the execution hereof under seal as of the day and year first above written.

Criterion at Bedford, LLC

By: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____ 2007, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of Criterion at Bedford, LLC.

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT

The above Public Pedestrian Access Easement and Conservation Restriction for Open Space are accepted this ____ day of _____ 2007.

TOWN OF BEDFORD, acting by and
through its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____ 2007, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Bedford.

Notary Public
My Commission Expires:

Ernest C. Puma

Attest Middlesex S. Register