



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

November 25, 2016

Charles F. Daher, as Trustee of
Commonwealth IV Realty Trust
1 Commonwealth Drive
Lawrence, MA 01841

RE: Lawrence – 155 Marston Street

Request for Access

Dear Mr. Daher:

The Massachusetts Department of Environmental Protection (MassDEP) requests your consent for MassDEP personnel and/or its contractors to access the property located at 155 Marston Street in Lawrence (the Property). Your Property is adjacent to the Former Tombarellos and Sons property located at 207 Marston Street, which is a "Site" in accordance with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"), to which MassDEP has assigned Release Tracking Number 3-18126. The reason MassDEP is requesting access to your Property is to gain access to the abutting 207 Marston Street Site in order to conduct a land survey of the 207 Marston Street property line. Accessing the 207 Marston Street Site through your Property enables MassDEP and its contractors to avoid the numerous obstructions and barriers present at the 207 Marston Street Site. The survey is needed to enable installation of fencing at the 207 Marston Street Site at a later date. The proposed work addressed by this Request for Access is limited to the land survey, however. A description of the land survey activities, and potential impacts to your Property, is attached to this letter.

Section 8 of the Massachusetts Oil and Hazardous Material Release Prevention and Response Act ("M.G.L. c. 21E") authorizes MassDEP personnel and/or its contractors at reasonable times and upon reasonable notice to enter any property for purposes of assessment, containment and/or removal of oil and/or hazardous material which MassDEP deems necessary for the protection of public health, safety, welfare, or the environment. In exercising this access authority, MassDEP routinely requests permission to enter private property.

Enclosed with this letter are duplicate copies of a Standard Access and Consent to Enter Property Agreement setting forth access needed to your Property to complete the proposed work at the 207 Marston Street Site in Lawrence. Please read the enclosed Agreement carefully. If you have any questions after reading the Agreement, please contact Joanne Fagan at 978-694-

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155 Marston Street, Lawrence
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3390. Once you understand the scope of the project, your agreement to allow MassDEP personnel and/or its contractors to enter your Property in order to perform such work should be documented by signing one of the two Agreements and returning it to this office. The other copy may be retained for your records. Since MassDEP would like to begin the work on Wednesday, November 30, 2016, we ask that the agreement be returned to the address cited in the letterhead by November 29, 2016.

We thank you in advance for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Joanne Fagan". The signature is written in a cursive style with a large, looping initial "J".

Joanne Fagan
Section Chief, Brownfields
Bureau of Waste Site Cleanup

**COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT

**Charles F. Daher, as Trustee of
Commonwealth IV Realty Trust
155 Marston Street**

Statutory Authority: The Massachusetts Department of Environmental Protection, its employees, agents, and/or contractors (collectively "MassDEP") require access to a parcel of land, identified below, for the purpose of performing certain investigative, removal, response and/or remedial actions pursuant to the authority of M.G.L. c. 21E, §§ 4 and 8. Through execution of this Access And Consent to Enter Property Agreement ("Agreement"), Charles F. Daher, as Trustee of Commonwealth IV Realty Trust ("Owner") acknowledges MassDEP's authority to enter the property pursuant to M.G.L. c. 21E, §8 to perform activities to protect the public health, safety, welfare and the environment, and will allow MassDEP access to the parcel of land to perform these activities in accordance with the terms and conditions set forth below.

Property Description: The parcel of land covered by this Agreement is located at 155 Marston Street in Lawrence, MA (hereinafter "Property") and is referenced in a Deed recorded on March 2, 2011 in the North Essex Registry of Deeds at Book 12423, Page 191.

Scope of Work: The activities to be performed by MassDEP will be undertaken in accordance with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"). The scope of work proposed by MassDEP may include, but may not be limited to, the following activities on the Property in order to investigate, address and/or eliminate any risks to public health, safety, welfare and the environment associated with the release or threat of release of oil and/or hazardous materials at 207 Marston Street, Lawrence, MA which MassDEP has identified as a "Site" as defined by M.G.L. c. 21E and the MCP, and is further identified by MassDEP Release Tracking Number, RTN: 3-18126:

This project will consist of a land survey of the southern property line of the 207 Marston Street Site abutting your Property. The property boundary will be marked in the field using semi-permanent survey markers, such as rebar enhanced with spray paint and/or flagging. The work will be conducted by MassDEP personnel and/or a state contractor. Accessing the 207 Marston Street Site through your Property will enable MassDEP and its contractors to avoid the numerous obstructions and barriers present at the 207 Marston Street Site. One or more work vehicles and/or staff may be present on your Property during work activities on the abutting Site. No invasive work, such as digging or excavation, will be conducted on your Property.

Timing and Duration of Work Activities: The work activities described above will begin on or after November 30, 2016. MassDEP will provide reasonable advance notice to the Owner of the exact date and time for the commencement of work activities. It is anticipated that work activities will be between the hours of 8:00 a.m. and 5:00 p.m., for a duration of one to two days. Depending upon the results of initial work activities, MassDEP may need to return to the

Property to complete additional land survey activities on the abutting Site and the Owner acknowledges through execution of this Agreement MassDEP's right to return and access the Property to perform any required additional or periodic work activities. MassDEP will provide reasonable advance notice to the Owner of the specific date(s) and time(s) for the performance of any additional or periodic work activities.

Term of Agreement: It is anticipated that all work associated with this Agreement, including any/all additional or periodic work activities (if applicable), will be completed by MassDEP by no later than December 9, 2016.

Availability of Sampling Results/Reports: All public documents relating to the proposed work activities, including all sampling analysis data and related reports, may be reviewed electronically, through access to MassDEP's website at: <http://www.mass.gov/dep/cleanup/index.htm> and searching the "Searchable Waste Site List" by the RTN referenced above.

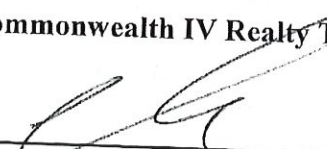
Property Responsibility/Certificate(s) of Insurance: In executing this Agreement, the Owner understands that MassDEP will exercise reasonable efforts to minimize disruption of the usual, daily activities at the Property while performing work activities under this Agreement, and will make reasonable efforts to restore the areas of the Property where the work activities occurred to its prior condition. Upon execution of this Agreement, the Owner may obtain upon request a Certificate of Insurance from each MassDEP contractor who will be performing work on the Property. The Owner will otherwise continue to be responsible for all other liability and insurance obligations related to the Property.

No Conveyance of Property Interest: In executing this Agreement, the Owner understands that this Agreement is not intended to convey an interest in property to MassDEP.

Access Authorization: By executing this Agreement below, the Owner hereby grants access to MassDEP, its employees, authorized agents and/or contractors to enter the Property for the purpose of performing the above-referenced work activities.

Requirement of Written Revocation of Access: In executing this Agreement, the Owner also acknowledges and agrees that, in the event that the Owner seeks to revoke this Agreement, the Owner shall provide MassDEP with a written notice revoking this Access Agreement at least forty-eight (48) hours prior to MassDEP's cessation of work activities.

Commonwealth IV Realty Trust



Charles F. Daher, Trustee
1 Commonwealth Drive
Lawrence, MA 01841

Date: 11/28/16