



Attest hereto
[Signature]
Francis Roache
Register of Deeds
Suffolk District


2005 00147270
Bk: 38403 Pg: 96 Doc: EASE
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Recording and filing requested by,
and when recorded and filed return to:

Kevin P. Joyce, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110

REGISTERED


2005 00710830
Cert#: 73218 Bk: 362 Pg: 18
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SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT is made and entered into as of the 12th day of September, 2005 by and between **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation with an address of 200 Elm Street, Dedham, MA 02026 ("Grantor") and **WATERWORKS PARK LLC**, a Massachusetts limited liability company with an address c/o EA Fish Associates LLC, 65 Allerton Street, Boston, MA 02119 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of real property located in Suffolk County, Massachusetts commonly known as Circle Cinemas, 399 Chestnut Hill Avenue, Boston, Massachusetts, as more particularly described in Exhibit A hereto (the "Burdened Estate");

WHEREAS, Grantee is the owner of that certain parcel of real property located in Suffolk County, Massachusetts consisting of approximately 7.9 acres of land adjacent to the Burdened Estate, as more particularly described in Exhibit B hereto (the "Benefited Estate");

WHEREAS, Grantee intends to connect the Benefited Estate to the City of Boston sewer system, with the connections for the Benefited Estate to be located on the Burdened Estate; and

WHEREAS, Grantee has requested from Grantor and Grantor has agreed to grant to Grantee an easement across a portion of the Burdened Estate, as such portion is legally described and/or shown in Exhibit C hereto (the "Easement Area") for the installation, construction, maintenance, repair and use of sanitary sewer improvements to be constructed by Grantee thereon ("Sewer Facilities").

NOW, THEREFORE, for and in consideration of \$10.00, the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

REGISTERED

1. *Grant of Easement.* Subject to the terms hereof, Grantor hereby grants to Grantee, with QUITCLAIM COVENANTS, the exclusive and perpetual right and easement (the "Easement") in, through, over and across the Easement Area, at Grantee's election and upon reasonable prior written notice, for the sole purpose of constructing, installing, using, replacing,

