

GRANT OF EASEMENT

(Poplar Street Pump Station Connection)

North River Company LLC, a Delaware limited liability company, with an address of c/o Twining Properties, 200 Park Avenue, 17th Floor, New York, New York 10166 (“Grantor”), in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF SOMERVILLE, a Massachusetts municipal corporation, with an address at 93 Highland Avenue, Somerville, MA 02143 (“Grantee”), the following easements:

1. Above-Grade Easement: A non-exclusive, perpetual easement (the “Above-Grade Easement”) for light and air and to pass and repass by the City and the public, for all purposes for which multi-use paths are used, together with others entitled thereto, over a multi use path to be constructed by Grantor as contemplated in Section 4 below, within a certain twenty (20’) foot wide portion of the Grantor’s property in Somerville, Middlesex County, Massachusetts described in Exhibit A attached hereto (the “Grantor Land”), which portion is shown as “City Stormwater Utility Easement” on the Plan described below (such portion, the “Above-Grade Easement Area”). The Grantor may utilize the Above-Grade Easement Area for passage and for maintenance or construction of improvements (including but not limited to paving, hardscaping and/or landscaping) on the Above-Grade Easement Area or on the Grantor Land adjacent thereto, including preconstruction activities such as demolition, and may temporarily close off such easement area as reasonably necessary during such maintenance or construction. Grantor may also temporarily maintain any improvements currently existing within the Above-Grade Easement Area as of the date hereof until such time as Grantor is able to begin demolition of said improvements in connection with the redevelopment of the Grantor Land. Grantor shall be solely responsible for construction and maintenance of the Above-Grade Easement Area, and the Grantee will have no responsibility with respect thereto, except the obligation to restore the surface to its previous condition in the event that the Grantee utilizes the Above-Grade Easement Area to construct, maintain or otherwise access facilities located in the Subsurface Easement Area (defined below).
2. Subsurface Easement. Grantor grants to Grantee, its successors, grantees and assigns, the non-exclusive, perpetual right and easement to install, lay, construct, operate,

maintain, use, inspect, repair, alter, improve, replace and relocate underground stormwater pipes and utility conduit or other infrastructure within a portion of the Grantor Land, which portion is shown as “City Stormwater Utility Easement” on the Plan described below as the “Subsurface Easement Area”, and, in connection therewith, the right to enter upon and to pass along the portions of the Grantor Land located above such Subsurface Easement Area and to gain access to the Subsurface Easement Area as from time to time is necessary or appropriate in connection with the use and enjoyment of the easement rights herein granted (such rights, the “Subsurface Easement”).

3. The Above-Grade Easement and the Subsurface Easement are granted together with the following rights and upon the following conditions:
 - a. The right to make such excavations through the Grantor Land above the Subsurface Easement Area as are necessary and appropriate in order to exercise Grantee’s rights pursuant to the Subsurface Easement including to install, lay, construct, operate, maintain, use, inspect, repair, alter, improve, replace and relocate stormwater pipes and utility conduit or other infrastructure (the “Facilities”) within the Subsurface Easement Area, provided that Grantee shall, except in the case of emergency, give at least fourteen (14) days prior written notice to Grantor (“Notice”) and provide that such excavations shall be planned to cause minimal disruption to the Grantor Land, including without limitation the use of the multi-use path and other improvements constructed from time to time on the surface above the Subsurface Easement Area (the “Above-Grade Improvements”). Without limiting the generality of the foregoing, such excavations shall be, to the extent practical, planned to permit the continued use of the Above-Grade Improvements, including, without limitation, multi-use paths, walkways, paved areas, landscaping elements and other minor improvements made in the Above-Grade Easement Area. Upon the receipt of such notice, Grantor shall reasonably cooperate with Grantee and its contractor to minimize interference of such work with the Above-Grade Improvements. Grantee shall proceed promptly to perform any proposed work or excavation and shall perform all such work or excavation in a good and workmanlike manner in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (“Laws”). Upon completion of any such work or excavation, Grantee shall, at its own cost and expense, restore the portions of the Grantor Land above the Subsurface Easement Area and the Above-Grade Improvements to their previous condition. In the event that Grantee leaves the Grantor Land in an unsafe condition following such work or does not restore the Grantor Land as required hereunder, then Grantor shall have the right but not the obligation, following not less than fifteen (15) business days’ prior written

notice thereof to Grantee (except in the case of an emergency, in which case the required prior notice period shall be such time as is reasonable under the circumstances), to restore the Grantor Land to its previous condition, and in such event the Grantee shall reimburse the Grantor for the Grantor's reasonable actual out-of-pocket costs incurred in so doing.

- b. Grantee has the right to relocate the Facilities or construct new Facilities, in each case within the Subsurface Easement Area, at Grantee's expense and subject to the provisions of these terms and conditions. In such event, Grantee shall deliver to Grantor a plan depicting the location of the relocated or the new Facilities and a set of as-built plans, certified by the architect or engineer in charge of such relocation. Grantor agrees to deliver to Grantee such instruments or agreements as may be reasonably necessary to enable Grantee to exercise its rights pursuant to the Subsurface Easement.
 - c. Grantor shall not be responsible for maintenance and repair of the Facilities installed in the Subsurface Easement Area.
4. Grantor reserves the right to use in common with Grantee the portion of the Grantor Land above the Subsurface Easement Area for a multi-use path, including walkways, paved areas, landscaping elements and other minor improvements, so long as such use does not interfere with the rights of Grantee granted hereunder.

The Above-Grade Easement and the Subsurface Easement are shown on a plan (the "Plan") titled " " dated , prepared by and recorded herewith.

For Grantor's title, see .

Grantor certifies that the premises conveyed hereby do not constitute all or substantially all of Grantor's assets located in the Commonwealth of Massachusetts.

[Remainder of page intentionally blank; signature page follows]

EXECUTED as a sealed instrument as of this _____ day of _____, 2022.

GRANTOR:

North River Company LLC

By: _____
Name:
Title:

_____)
_____) ss.
_____)

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, the _____ of North River Company LLC in its capacity as _____ of North River Company LLC, proved to me through satisfactory evidence of identification, which was a [current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____, in its capacity as _____ of North River Company LLC.

Notary Public
My Commission Expires:

EXHIBIT A