

Property Address:  
**1 through 9 Maxwell's Green**  
**(Formerly 56 and 61 Clyde Street)**  
**Somerville, MA**

After Recording, Return To:  
**Rohan J. Samaraweera**  
**SAMARAWEERA LAW OFFICES**  
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Boston, MA 02116  
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## **EASEMENT FOR DRAINAGE AND DRAINAGE MAINTENANCE**

**VIF II/MAXPAC SQUARE OWNER, LLC**, a Delaware limited liability company, having an address at: care of: Gate Residential Properties, LLC, Suite 902, 100 Franklin Street, Boston, MA 02110, (herein referred to as the “**Grantor**”), is the record fee simple owner of twelve (12) parcels of registered and recorded land, located at 1 through 9 Maxwell's Green (formerly referred to as “56 and 61 Clyde Street”), Somerville, Middlesex County, Massachusetts, which parcels are more particularly described in the Deed to Grantor which Deed was filed on record, with the Middlesex South District Registry of the Land Court, as Document No. 01563212, Registration Book 1398, page 23, on Registration Certificate of Title No. 248494, dated April 1, 2011, and recorded at the Middlesex South Registry of Deeds, at Book 56686, page 159, as Document No. 00062107, with the registered parcels Lots 6, 10, and 11 further particularly described in Land Court Plan 10591-E, and Lots 12, 13 and 14 further particularly described in Land Court Plan 10591-F, and all of the recorded land parcels, specifically including Lots 7A and 9A, further particularly described in a plan captioned “Plan of Land in Somerville, Mass., Surveyed For II/MAXPAC JV LLC,” dated May 12, 2011, prepared by Design Consultants, Inc. of Somerville, MA, recorded with the Middlesex South Registry of Deeds as Plan No. 441 of 2011. All of said twelve parcels are referred to as the **Premises**.

The Grantor, for good and valuable consideration of one dollar (\$1.00) received from each below identified Grantee, the sufficiency of which is acknowledged, grants to:

the City of Somerville, Massachusetts, a chartered corporate and municipal sub-division of the Commonwealth of Massachusetts, created by a chartering act of the Commonwealth's General Court, with its usual business address at: 93 Highland Avenue, Somerville, MA 02143, and to its municipal successors and assigns (herein “**City**” or “**Grantee One**”);

and to:

the Massachusetts Bay Transportation Authority, a corporate and political sub-division of the Commonwealth of Massachusetts, created by a legislative act of the Commonwealth's General Court, with its usual business address at: Suite 3910, Ten Park Plaza, Boston, MA 02116, and to its successors and assigns (herein “**MBTA**” or “**Grantee Two**”), as the MBTA is, with respect the herein granted easement, the legal successor in interest, through the Boston and Maine Railroad Corporation, to the Boston & Lowell Railroad Corporation;

with Grantee One and Grantee Two collectively being referred to as the Grantees,

the perpetual non-exclusive right and easements (as more particularly described below), for use in common with the Grantor, and with the Grantor's successors and assigns, for underground drainage and for the inspection, maintenance, and repair or replacement of a two foot diameter (2') drain pipe and a stone box drain, said drain pipe and stone box drain being referred to herein as the "drainage facility," under and across the specific Easement Area of 2,174 total square feet on Grantor's Premises, the specific dimensions, and exact location of which are identified and marked on Exhibit A attached hereto, which is captioned: "Plan of As-Built Ten Foot Wide Drainage Easement at 1 through 9 Maxwell's Green (formerly 56 and 61 Clyde Street), Somerville, MA," which Plan is incorporated into this Easement grant.

The granted specific Easement Area, having a width of ten feet (10'), centered on the installed two foot (2') diameter drain pipe, is described by its metes and bounds, as follows:

Beginning at a point on the northerly boundary line of Lot 12, as said Lot is shown and described on L. C. Plan 10591-F, and land now or formerly of the Massachusetts Bay Transportation Authority, thence;

S 51° 52' 23" W, a distance of 22.53 feet on Lot 12 to a point, thence turning and running;

S 29° 02' 42" W, a distance of 129.05 feet on Lot 12 and continuing onto Lot 7A, as said Lot is shown and described on Plan No. 441 of 2011, to a point, thence turning and running;

N 77° 53' 39" W, a distance of 42.22 feet on Lot 7A and continuing onto Lot 9A, as said Lot is shown and described on Plan No. 441 of 2011, to a point on the southerly boundary line of Lot 9A and land now or formerly of the Boston and Maine Corporation, thence turning and running;

N 71° 35' 17" W, a distance of 35.96 feet on the southerly boundary line of Lot 9A and land now or formerly of the Boston and Maine Corporation to a point, thence turning and running;

N 18° 24' 43" E, a distance of 6.09 feet on Lot 9A to a point, thence turning and running;

S 77° 53' 39" E, a distance of 69.89 feet on Lot 9A and continuing onto Lot 14, as said Lot is shown and described on L. C. Plan 10591-F, to a point, thence

turning and running;

N 29° 02' 42" E, a distance of 123.66 feet on Lot 14 and continuing onto Lot 12 to a point, thence turning and running;

N 51° 52' 23" E, a distance of 26.02 feet on Lot 12 to a point on the northerly boundary line of Lot 12 and land now or formerly of the Massachusetts Bay Transportation Authority, thence turning and running;

Southeasterly, on said boundary line of Lot 12 and land now or formerly of the Massachusetts Bay Transportation Authority on a curve to the left with a distance of 10.11 feet and a radius of 3035.46 feet to the point of beginning.

Said 10' wide drainage Easement having a total area of 2,174 square feet, more or less.

The use rights granted by this Easement are more particularly described as the right, in common with the Grantor, from time to time and within the specific Easement Area, to operate the drainage facility, inspect such facility, maintain, repair or replace such facility with drainage piping of substantially similar size, diameter and material.

The Grantees are also each granted the ancillary right to enter upon the Premises by pedestrian and vehicular methods, at the designated points of vehicular access utilizing existing paved ways and parking areas on the Premises, for the inspection, maintenance, repair or replacement of such drainage facility.

All drainage facilities to be installed in the future shall be installed in locations, within the specific Easement Area, mutually agreed upon by the Grantor and Grantees.

Any drainage facility installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such facility, Grantees' have the right to do so at Grantor's sole cost and expense. Any drainage facility installed by a Grantee shall be maintained by that Grantee, and if the Grantee fails to repair or maintain such drainage facility, Grantor reserve the right to do so at that Grantee's sole cost and expense.

All work by Grantor or Grantees under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and be free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, each Grantee shall provide Grantor, or its designee, with a minimum of seventy-two hours advance notice, which may consist of telephone or other verbal notification.

Wherever the surface of the Easement Area or the Premises is disturbed or damaged by a Grantee or the Grantees, or by their contractors or agents, by reason of their work, the Grantee requesting or responsible for such work shall, at its cost and expense, restore such surface area and/or building structure to the condition that such surface or building was in before such work with materials of the same kind and quality.

The Grantees have the right to connect the drainage facility with their drainage facilities located adjacent to the Premises or with their drainage facilities which may be placed in private or public ways adjacent to the Premises.

The Grantees shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of a Grantee, or its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on a Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantees relocate any of the drainage facilities installed by a Grantee to another location on the Premises acceptable to the Grantees. Such relocation shall be at the sole cost and expense of the Grantor.

The Easement Area on which the aforesaid use rights are granted is expressly subject to the Grantor's reservation to itself, and to its successors and assigns, of the continued enjoyment of the benefit and use of said land area for all purposes not adverse to the Grantees' specific uses.

The Easement Area on which the aforesaid use rights are granted is expressly further subject to all of the restrictions, limitations, and easements of record, and Plan conditions, in the Grantor's chain of title.

All equipment and drainage facilities installed by a Grantee within the Premises pursuant to this Easement shall remain the property of that Grantee and that Grantee shall pay all taxes assessed thereon. All equipment and drainage facilities installed by Grantor within the Premises pursuant to this Easement shall remain the property of the Grantor and the Grantor shall pay all taxes assessed thereon.

EXECUTED as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**VIF II/MAXPAC SQUARE OWNER, LLC,**  
a Delaware limited liability company

By \_\_\_\_\_  
Kyle Warwick  
Its Authorized Signatory

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public,  
personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of  
identification, which was \_\_\_\_\_, to be the person whose name is signed on the  
preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose,  
as an Authorized Signatory of VIF II/MAXPAC Square Owner, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_