

EASEMENT

This EASEMENT (this “Easement”) is entered into as of _____, 2018, by the CITY OF SOMERVILLE, MASSACHUSETTS, a municipal corporation with an address of City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143 (“**Grantor**” or the “**City**”) in favor of STREET RETAIL, INC., a Maryland corporation with an address of c/o Federal Realty Investment Trust, 1626 East Jefferson Street, Rockville, Maryland 20852 (“**Grantee**” or “**Developer**”) (each a “**Party**”, and collectively, the “**Parties**”).

W I T N E S S E T H:

A. Pursuant to (i) that certain Amended and Restated Assembly Square Development Covenant dated December 14, 2006 between the City, FR Assembly Square, LLC, a Delaware limited liability company (“**FRA**”), FR Sturtevant Street, LLC, a Delaware limited liability company, IKEA Property, Inc., a Delaware corporation with a principal place of business at 420 Alan Wood Road, Conshohocken, PA 19428 (“**IKEA**”), and the Somerville Redevelopment Authority (the “**SRA**”), as amended by that certain First Amendment to Amended and Restated Development Covenant dated as of June 30, 2009, as further amended by that certain Second Amendment to Amended and Restated Development Covenant dated as of February 26, 2010, as further amended by that certain Third Amendment to Amended and Restated Development Covenant dated as of July 31, 2010, as further amended by that certain Fourth Amendment to Amended and Restated Development Covenant dated as of January 24, 2012, and as further amended by that certain Fifth Amendment to Amended and Restated Development Covenant dated as of August 29, 2012 (collectively, as the same may further be amended hereafter, the “**Development Covenant**”); (ii) that certain Decision issued by the Planning Board of the City of Somerville (“**Planning Board**”) dated August 5, 2010 in Case No. PB#2006-59, as most recently modified by Amendment, dated April 6, 2017 (Block 8 Design Guidelines) (the “**Master Plan Approval**”), as same may be amended from time to time for a mixed use project to be built in phases (the “**Project**”); and (iii) the Maintenance Agreement (hereinafter defined), Developer and the City have each agreed to be responsible for certain maintenance obligations relating to certain roadways, sidewalks and other infrastructure serving the Project and to grant each other various rights in connection with the use and maintenance of the same.

B. As of the date of this Agreement, Grantee owns the real property on which the Project is and will be located, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Grantee Property**”).

C. Grantor is or will be the Grantee and/or permanent easement holder of certain roadways (collectively, the “**Public Ways**”) serving the Project, including the landscaped areas therein (collectively, the “**Landscaped Areas**”). Upon completion of construction, Grantor will be the Grantee of portions of certain public sidewalks serving the Project (the “**Public Sidewalks**”). The Public Ways, Landscaped Areas and Sidewalks (collectively, the “**Public Property**”) are shown on the plan attached hereto as Exhibit B (the “**Public Property Plan**”).

As shown on the Public Property Plan, the Public Ways and Sidewalks are located within or adjacent to the Project.

D. Upon completion of construction, Grantee will be the owner of portions of what appear to be wholly public sidewalks but are located on Grantee's property and of the sidewalks, pedestrian pathways and plazas on the Assembly Line Park parcel (the "**Private Property**"). The Private Property is shown on the plan attached hereto as Exhibit C (the "**Private Property Plan**").

E. Grantor and Developer are parties to that certain Maintenance Agreement (the "**Maintenance Agreement**") dated April, 2012, pursuant to which Developer has various rights and obligations related to the Public Property.

F. The Maintenance Agreement provides, among other things, that a useable open space covenant and an easement agreement shall be entered into in connection with each portion of the Project at such time as a special permit/site plan approval is issued for such portion.

G. Special Permits/site plan approvals were issued in connection with Block 2, Block 5A, Block 6 and Assembly Line Park of the Project, and the Parties desire to enter into this Easement in order to (i) comply with the terms of the Maintenance Agreement, (ii) grant Grantee the easements and other rights in and to the Public Property as are reasonable or necessary in order to exercise Grantee's rights under the Maintenance Agreement; and (iii) grant Grantor on behalf of the general public the easements and other rights in and to the Private Property as are reasonable or necessary in order for Grantor and the general public to exercise their rights under the Open Space Agreements (as defined in the Maintenance Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. (a) Grantor hereby grants to Grantee a non-exclusive easement to enter into and utilize the Public Ways, Sidewalks and Landscaped Areas for all purposes as if they were part of the Project, including, without limitation, the installation, maintenance, replacement and repair of directional, wayfinding and Project identification signage, lighting, utilities serving the Project, seasonal decorations, special materials, street seating, decorative elements and other facilities and improvements and the usage of the same for individual tenants of the Project (such as outdoor restaurant seating or retail kiosks) or events serving the entire Project and/or the public (such as special events or activities or valet parking areas). Grantee's rights hereunder shall include the right, with prior notice to Grantor, and any otherwise required permit from Grantor, to close Public Ways, Landscaped Areas and/or Sidewalks on a temporary basis from time to time for special events and activities.

(b) Subject only to Grantee's rights described herein, Grantee's rights described in the Usable Open Space Covenant (the "**Open Space Covenant**") between Grantor and Grantee of even date herewith and recorded simultaneously herewith, Grantor's rights in the Maintenance Agreement, and Grantor's and/or affiliates of Grantor's rights in the other Open Space Agreements, Grantee hereby grants to Grantor a permanent, non-exclusive easement for pedestrian access for the general public over the Useable Open Space (as defined in the Open Space Covenant and the other Open Space Agreements) at all times, twenty four (24) hours a

day, seven (7) days a week. The Parties agree that, notwithstanding any future release from the Open Space Covenant of those portions of Useable Open Space used as sidewalks, the rights of the general public hereunder to utilize such sidewalks for pedestrian access shall not be curtailed. To the extent that Grantor acquires a fee simple interest in all or any portion of the easement area, the easement (or portion thereof) shall be merged into the superior interest of Grantor and shall cease to exist.

2. Grantee shall maintain, repair and replace, at Grantee's sole cost and expense, all improvements installed by Grantee in the Public Property, including removal of garbage and emptying of garbage cans and removal of snow and ice, in a manner consistent with other first class mixed use developments in the Boston, Massachusetts area and otherwise in accordance with City of Somerville standards.

3. Grantee shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under the Public Property): (i) to carry the types of insurance, and in the minimum amounts, listed on Exhibit D; and (ii) prior to the commencement of any work, to deliver a certificate evidencing the insurance required hereunder and naming Grantor as an additional insured on its general commercial liability and workmen's compensation policies.

4. Reference is made to the fact that various portions of the Public Property are subject to activity and use limitations pursuant to M.G.L. c. 21E and the Massachusetts Contingency Plan 310 CMR 40.0000 et seq (the "MCP") notices of which are recorded with the Registry, as follows:

1. That certain AUL given by Street Retail, Inc., in its individual capacity and as authorized signatory on behalf of SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, SRI Assembly Row B9, LLC, and FR Sturtevant Street, LLC recorded with the Registry in Book 59076, Page 146 on May 11, 2012, as amended by Street Retail, Inc., pursuant to that certain First Amendment to Notice of Activity and Use Limitation, recorded with the Registry in Book 67711, Page 248, on July 29, 2016, and as further amended by Street Retail, Inc., pursuant to that certain Second Amendment to Notice of Activity and Use Limitation, recorded with the Registry in Book 67711, Page 264, on July 29, 2016;
2. that certain AUL given by Street Retail, Inc., in its individual capacity and as authorized signatory on behalf of SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, SRI Assembly Row B9, LLC, and FR Sturtevant Street, LLC, recorded with the Registry in Book 59076, Page 230 on May 11, 2012, as amended by Street Retail, Inc., pursuant to that certain First Amendment to Notice of Activity and Use Limitation, recorded with the Registry in Book 67711, Page 314, on July 29, 2016;
3. that certain AUL given by Street Retail, Inc. recorded with the Registry in Book 59076, Page 95 on May 11, 2012, as amended by Street Retail, Inc. pursuant to that certain First Amendment to Notice of Activity and Use Limitation, recorded with the Registry in Book 67711, Page 282, on July 29, 2016, and as further amended by Street Retail, Inc., pursuant to that certain Second Amendment to Notice of Activity and Use Limitation, recorded with the Registry in Book 67711, Page 297, on July 29, 2016;

4. that certain AUL given by Street Retail, Inc., in its individual capacity and as authorized signatory on behalf of SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, SRI Assembly Row B9, LLC, and FR Sturtevant Street, LLC, recorded with the Registry in Book 59706, Page 192 on May 11, 2012;
5. that certain AUL given by the Commonwealth of Massachusetts, acting by and through the Commissioner of its Department of Conservation and Recreation recorded with the Registry in Book 58823, Page 79 on April 3, 2012; and
6. that certain AUL given by Street Retail, Inc., in its individual capacity and as authorized signatory on behalf of SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, SRI Assembly Row B9, LLC, and FR Sturtevant Street, LLC recorded with the Registry in Book 61719, Page 474 on May 1, 2013 (collectively, as any of the same may hereafter be modified or replaced, the “AUL’s”).

Grantee hereby acknowledges and agrees that it shall exercise the rights granted to it hereunder in conformance with the AULs. Grantee’s Licensed Site Professional (“LSP”) shall be responsible for obtaining any and all permits and approvals that may be necessary to exercise any of the rights granted to Grantee hereunder, copies of which shall be provided to Grantor. Grantee shall properly characterize any waste that may be generated as part of or in connection with any and all activities conducted by or on behalf of Grantee in, on or under the Public Property and shall properly dispose of any such waste at Grantee’s sole cost and expense. Copies of all submittals and filings made by Grantee’s LSP required under or in connection with any activity and use limitation and/or the MCP shall be promptly delivered to Grantee after submittal (but in no event later than fifteen (15) days after submittal or filing).

5. All notices required or permitted hereunder shall be in writing and shall be deemed given/received: (a) when delivered if delivered by hand; (b) the next business day after deposit with a reputable overnight courier service marked for delivery on the next business day; or (c) upon completion of transmission if sent by facsimile, and addressed to the applicable party at the following address:

If to Grantor:

93 Highland Avenue
Somerville, MA 02143
Attn: Mayor

With a copy to:

Executive Director of Office of
Strategic Planning and Community
Development
93 Highland Avenue
Somerville, MA 02143

And

City Solicitor
City Hall Law Department
93 Highland Avenue
Somerville, MA 02143

If to Grantee:

c/o Federal Realty Investment Trust
1626 East Jefferson Street
Rockville, Maryland 20852
Attention: Legal Department
Facsimile: (301) 998-8100

With a copy to:

c/o Federal Realty Investment Trust
5 Middlesex Avenue
Somerville, MA 02193
Attention: Donald T. Briggs
Facsimile: (617) 623-3601

6. The recitals set forth above are incorporated in and made a part of this Easement.

7. This Easement and the rights and obligations of the Parties hereunder shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, and the successors and assigns of the Parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and may not be modified or amended in any manner other than by a written agreement signed by both parties hereto. The easements granted hereunder shall run with the land and inure to the benefit of an be binding upon the Parties and their successors and assigns; provided however that, notwithstanding the foregoing, at such time as the Private Property is owned by more than one party, such Grantees shall delegate in writing the rights granted hereunder to one of them and shall deliver evidence of such delegation to Grantor.

8. Upon fifteen (15) days' prior notice, given upon the transfer, financing and/or refinancing of any portion of Grantee Property and otherwise no more than once a year, Grantor shall provide to Grantee, Grantee's purchaser or lender, as the case may be, an estoppel certificate stating, to its actual knowledge : (a) whether Grantor knows of any defaults under this Easement and, if so, the nature thereof; (b) whether this Easement has been assigned, modified or amended in any way and, if so, the nature thereof; and (c) that this Easement is in full force and effect as of the date of the estoppel certificate.

9. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantee, or any partner of such parties, or any affiliate of any party hereto, shall have any personal liability under this Easement. In addition, no party to this Easement shall have personal liability under this Easement. In the event any person obtains a judgment against Grantee in connection with this Easement, such person's sole recourse shall be to the estate and interest of such party in and to its property described herein; provided, however, that the

foregoing limitation of liability shall not apply in the event of any fraud, intentional misrepresentation, or intentional misconduct by such party.

10. This Easement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above written.

GRANTEE:

STREET RETAIL, INC.

By: _____
Name:
Title:

GRANTOR:

CITY OF SOMERVILLE

Name: _____
Joseph A. Curtatone
Its: Mayor

Attest:

Approved as to form and legality:

By: _____
Francis X. Wright, Jr.,
Its: City Solicitor

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, the _____ of Street Retail, Inc. and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:
(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Joseph A. Curtatone, the Mayor of the City of Somerville, and proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My commission expires:
(Official Signature and Seal of Notary)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Block 2A – Parcel 26A on Plan 734 of 2012
Block 2B – Parcel 26B on Plan 734 of 2012
Block 5A – Parcel 31A on Plan 257 of 2017
Block 6 – Parcel 30 on Plan 880 of 2011
Assembly Line Park – Parcel 37 on Plan 1142 of 2016

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS, RESTRICTIONS AND MATTERS OF RECORD AS OF THE DATE HEREOF.


EXHIBIT B


[Public Property Plan Attached]


PUBLIC PROPERTY PLAN (1 OF 2)


LEGEND


Public Ways


 Existing Public Ways

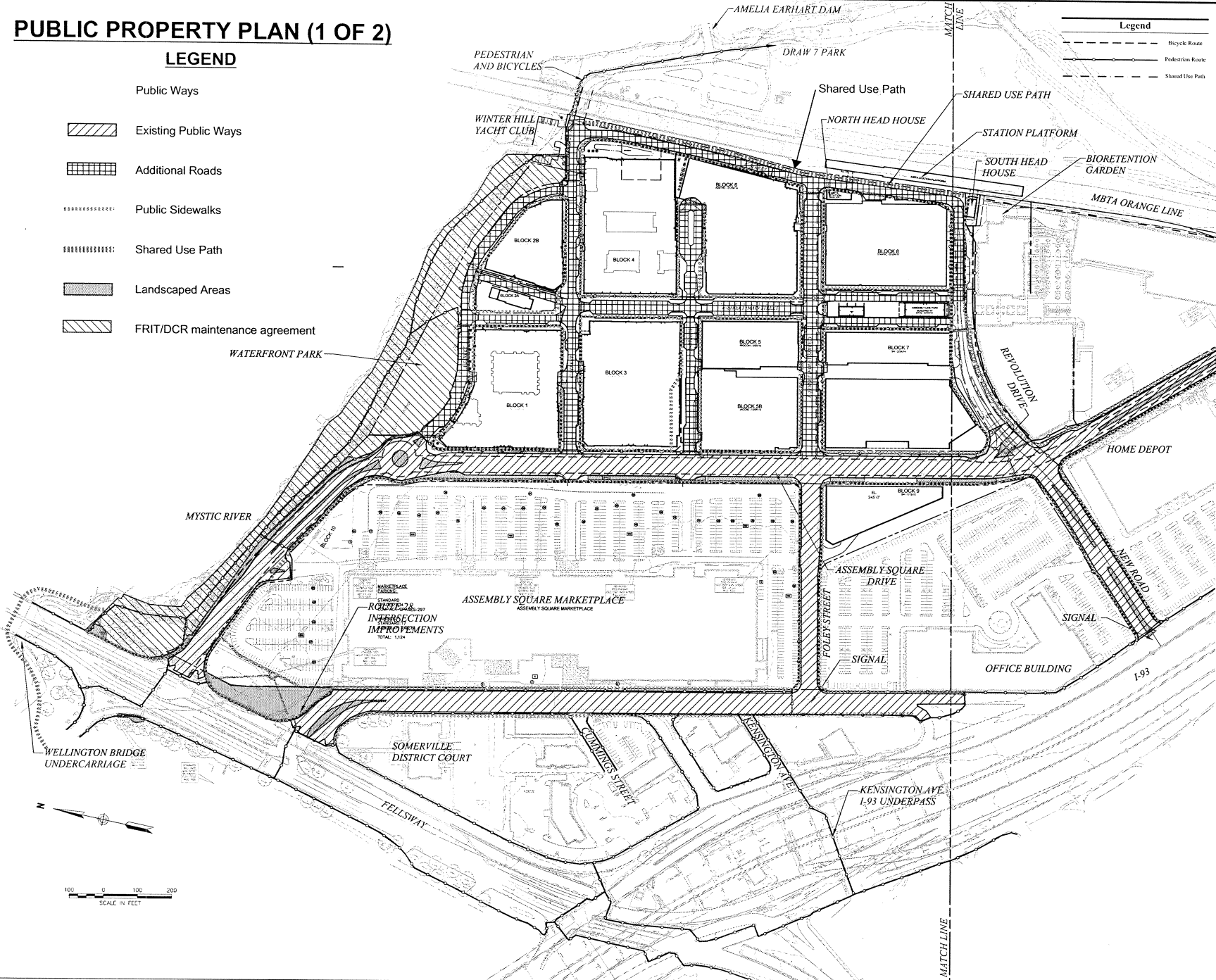
 Additional Roads

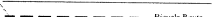
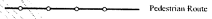

 Public Sidewalks

 Shared Use Path

 Landscaped Areas

 FRIT/DCR maintenance agreement



Legend	
	Bicycle Route
	Pedestrian Route
	Shared Use Path



Vanasse Hangen Brustlin, Inc.
 Transportation
 Land Development
 Environmental Services
 101 Walnut Street, P.O. Box 9131
 Watertown, Massachusetts 02471
 617.224.1770 • FAX 617.224.2286

NO.	REVISION	DATE	BY	CHKD BY

Amended Preliminary
 Master Plan
 Planned Unit Development
 Assembly Square Drive
 Somerville, Massachusetts
 Submission of Amended
 Preliminary Master Plan
 Not Approved for Construction
 EXHIBIT B:
 Public Property Plan

C-4
 SHEET 4 OF 19
 PROJECT NUMBER
 08518.05

EXHIBIT C

[Private Property Plan Attached]

EXHIBIT D

Required Insurance

(a) **Workers' Compensation:** Statutory coverage including employer's liability with limits of not less than \$500,000.00 per accident, \$500,000.00 each employee for occupational disease, \$500,000.00 policy limit for occupational disease.

(b) **Automobile Liability:** \$1,000,000.00 combined single limit per accident on bodily injury and property damage covering all owned, leased or hired vehicles used in performing the scope of work.

(c) **Comprehensive General Liability:** At least \$1,000,000.00 combined single limit per occurrence on bodily injury, personal injury and property damage, \$2,000,000.00 aggregate. The policy shall include contractual liability and broad form property damage coverage. Grantor shall be named as an additional insured.

(d) **Professional Liability:** In amounts that are customary and reasonable for the type of work to be performed.