

2020 MAR 10 A 11:02

CITY CLERK'S OFFICE
SOMERVILLE, MA

3/10/2020

Dear Honorable Clerk Long,

Please accept the application to the City Council for an event amended easement to the city of Cambridge. The easement is a change to an approved by Council to access an MWRA Connection in Somerville. Please contact me on all matters therein related.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony D. Galluccio', with a stylized, cursive script.

Anthony D. Galluccio

Office (617) 945-2577

Cell (617) 529-4393

[TO BE REPRODUCED ON THE LETTERHEAD OF DIVCOWEST]

2020 MAR 10 A 11:02

February 25, 2020

CITY CLERK'S OFFICE
SOMERVILLE, MA

VIA HAND DELIVERY

City of Somerville
City Hall
93 Highland Avenue
1st Floor
Somerville, Massachusetts 02143
Attention: John Long, City Clerk

RE: Medford Street Sewer Easement to City of Cambridge – Amendment

Dear Mr. Long:

DW NP Property LLC ("DivcoWest") writes this letter requesting that the City of Somerville City Council authorize an amendment to that certain Sanitary Sewer Easement Agreement from the City of Somerville ("Somerville") to the City of Cambridge ("Cambridge") dated September 19, 2017, and recorded with the Middlesex South District Registry of Deeds in Book 69977, at Page 302, a copy of which is attached to this letter as Appendix 1 for your ease of reference (the "Easement").

As you may recall, Somerville granted Cambridge an easement to connect a new sewer main that ran from a newly constructed pump station within the North Point area of Cambridge to the MWRA Warren Street interceptor located at the intersection of Warren Street and Medford Street in Somerville (the "Sewer Main"). The majority of the sewer main is located in Cambridge, but to reach the Warren Street interceptor an easement in Medford Street was required from Somerville. The planned original location of the permanent easement (and sewer line within it) was shown on the plan attached to the Easement, which is attached to this letter as Appendix 2.

As construction of the Sewer Main progressed, utilities, including gas lines, were encountered within the planned permanent easement area. Working with the Department of Public Works for Cambridge and the Engineering Department in Somerville, the Sewer Main was routed around these utilities, so as not to disturb them or cause any interruption in service during construction. The as-built location of the easement area (and the Sewer Main within it) are depicted on the plan attached as Appendix 3 within the area labeled "20' Wide Permanent Sewer Easement". Appendix III depicts the difference between the originally planned permanent easement area (the area depicted as "Granted Easement" on the attached plan) and its as-built location (the area depicted as "20' Wide Permanent Sewer Easement" on said plan).

City of Somerville
John Long, City Clerk
February 25, 2020

As DivcoWest is completing the work on the Sewer Main, we need to revise the permanent easement area by amending the Easement to reference the amended easement plan. To that end, we have drafted and enclosed, for the consideration of the City Council of the City of Somerville, a draft Amendment to Sanitary Sewer Easement and the proposed substitution plan (the "Amended Plan") for approval, which are attached to this letter as Appendix 4. The City of Cambridge has approved the Amendment and the Amended Plan. We respectfully request that the City Council approve the enclosed, so that we can record the Amendment to bring certainty, as a matter of record, to the actual as-built location of the sewer infrastructure.

Should you have any questions concerning the above or the attached, please contact me.

Sincerely,

DW NP PROPERTY LLC

By: _____
Mark Johnson
Authorized Signatory

Enclosures:

Appendix 1 – Original Easement
Appendix 2 – Original Easement Plan
Appendix 3 – Plan Showing Change in Location of Permanent Easement
Appendix 4 – Amended Easement and Plan

cc.: Anthony D. Galluccio, Esq. (w/enclosures)

APPENDIX 1
EASEMENT AND PLAN

[attached behind]



2017 00154774

Bk: 89977 Pg: 302 Doc: EASE

Page: 1 of 11 09/25/2017 12:23 PM

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement (this "Agreement") is made as of _____, 2017, by and between the City of Somerville, a body corporate and politic and a political subdivision of the Commonwealth of Massachusetts with a usual address of 93 Highland Avenue, Somerville, MA 02143 ("Grantor") and the City of Cambridge, a Massachusetts municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 ("Grantee").

WHEREAS, the construction of buildings in the North Point development to be located within the City of Somerville cannot proceed without the construction of sewer facilities within Public Ways in both the cities of Cambridge and Somerville;

WHEREAS, Medford Street in Somerville, Middlesex County, Massachusetts is a public way under the control of Grantor (the "Public Way");

WHEREAS, Grantee desires to construct sanitary sewer facilities (the "Sewer Facilities") within portions of the Public Way (defined below as the "Easement Areas") identified as "Sewer Easement" on the plan of land entitled "Sewer Easement Plan" prepared by Beals + Thomas, dated March 28, 2017, attached hereto as Exhibit A and incorporated herein, and Grantor desires to grant certain perpetual easement rights in and under the Easement Areas to Grantee for said purposes;

WHEREAS, the Sewer Facilities are intended to serve mixed use development in the North Point area in both the City of Cambridge and the City of Somerville (collectively, the "North Point Project"), and will promote economic development in both cities in the areas serviced by the Sewer Facilities; and

WHEREAS, the City of Cambridge has agreed to accept the cost of construction, reconstruction, inspection, renewal and maintenance of Sewer Facilities that will be located in the City of Somerville, and the City of Somerville will not have any financial responsibility for this Sewer Facility.

NOW, THEREFORE, for consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easements

Subject to the terms and conditions hereof, Grantor hereby grants to Grantee the following perpetual non-exclusive rights and easements:

Recorded Landonly

Kathleen Moore
Gullerco & Watson
1492 Cambridge St

- (a) Easements for Utilities. (a) A perpetual non-exclusive easement under the Public Way for the installation, maintenance, operation, use, upgrade, and inspection or abandonment in place of the Sewer Facilities and having a width of twenty (20) feet centered on the pipe as the same is installed within the Public Way ("Permanent Easement"); and (b) a temporary easement from time to time when necessary for the purpose of construction, reconstruction, repair, replacement, upgrade, and maintenance of the Sewer Facilities, which easement shall have a width of thirty (30) feet centered on the pipe as the same is installed within the Public Way ("Temporary Easement"). The Permanent Easement and Temporary Easement shall collectively be referred to herein as the "Easement Areas". A legal description of the permanent and temporary easement areas is attached hereto and incorporated herein as Exhibit B.
- (b) The Grantee's use of the Easement Areas is non-exclusive and is subject to all encumbrances, restrictions, reservations, other matters of record title and rights of possession in others, including, without limitation, future grants of use to others. Grantee hereby acknowledges that sewer flow from portions of buildings within the North Point Project that are situated in the City of Somerville shall be permitted to connect to, enter and flow through the Sewer Facilities in addition to the sewer flow originating from the portions of the North Point Project situated in the City of Cambridge. The Grantor shall have the right, in its sole discretion, to do all things necessary and appropriate in the exercise of its municipal authority in the Easement Areas, including, but not limited to the right to install, maintain, operate, use, upgrade, separate, relocate, renew, repair, replace and abandon in place its public ways and any and all underground utilities located now or hereafter within the Easement Areas, provided, however, that any such activity does not damage, undermine, or require relocation of the Sewer Facilities as constructed by the Grantee or negatively impact the Grantee's access to the Easement Areas except for the minimum period of time necessary for Grantor to undertake its activities.
- (c) Access. The right to enter upon and pass over, on, under, across, and through the Permanent Easement and/or Temporary Easement, as appropriate, by foot, motor vehicle, and heavy equipment for all of the purposes set forth in paragraph 1(a) above in perpetuity.
- (d) Grantee Permittees. The perpetual right to have Grantee's officers, employees, contractors, representatives and agents enter upon the Easement Areas for the purposes provided in this Agreement.

2. Maintenance

- (a) Sewer Facilities. The Sewer Facilities shall be and remain the property of Grantee. Grantee shall be solely responsible for the maintenance, repair and replacement of the Sewer Facilities, and for restoration of the Easement Areas to its condition immediately prior to Grantee's maintenance, repair, or replacement activities hereunder.

- (b) Prior Notice. Grantee shall give Grantor reasonable prior written notice of its intention to access the Easement Areas if it is undertaking maintenance and construction activities including details of construction activities to be undertaken and the expected amount of disturbance. Such prior written notice shall be in addition to Grantee's application for and acquisition of all required state and local permits for the work to be undertaken. Grantee agrees to work with Grantor to minimize disruption, and shall, if requested by Grantor, undertake public outreach and reasonably address the concerns of affected Somerville residents. Notwithstanding the foregoing, prior notice shall not be required in the event of an emergency but in such event Grantee shall give Grantor notice (which can be via oral communication) as soon as is reasonably practicable under the circumstances.
- (c) Grantor's Retained Rights. Grantor and Grantee acknowledge and agree that they shall cooperate with one another in connection with the installation of utilities and other improvements within the Permanent Easement. Grantor shall consult with Grantee and give Grantee reasonable prior written notice of its intention to construct or permit others to construct improvements in the Permanent Easement. Notwithstanding the foregoing, Grantor shall not be liable for delays, obstructions or like occurrences affecting the Grantee arising out of the work of Grantor, its other licensees or parties in interest. Grantee shall be provided an opportunity to review proposed improvements within the Permanent Easement to ensure that improvements do not compromise the Sewer Facilities' operation or the Grantee's ability to maintain the Sewer Facilities.

3. Insurance.

The Grantee is self-insured; verification of such self-insurance is attached hereto.

4. Miscellaneous

- (a) Only Uses Specified. The perpetual rights and easements granted to Grantee herein shall be limited to and solely for the uses specified. Any other uses shall only occur with the prior written consent of Grantor.
- (b) Easement in Gross; Successors and Assigns. Whether or not specific reference is made to successors and assigns in each term or provision of this Agreement, the perpetual rights and easements granted in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns in perpetuity.
- (c) No Waiver. In no event shall the rights granted herein be deemed to be waived or abandoned because of any delay in the exercise thereof.
- (d) Amendment. This Agreement may only be amended or modified by an agreement in writing signed by the parties hereto. Upon request of either party, such amendment shall be recorded with the Middlesex South District Registry of Deeds.

- (e) Notice. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, mailed by a nationally recognized overnight carrier or mailed by registered or certified mail, return receipt requested, all charges prepaid, addressed to Grantor or to Grantee; in the case of Grantee, Attention: City Manager with copies to City Engineer and City Solicitor; in the case of Grantor, Attention: Mayor with copies to City Engineer and City Solicitor. Notices shall be deemed given upon receipt or refusal thereof.
- (f) Captions. Captions and headings are supplied herein for convenience only and shall not be deemed a part of this Agreement for any purpose.
- (g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (h) No Personal Liability. No elected official, employee or agent of any party hereto shall have any personal liability under this Agreement.
- (i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[Signatures follow on next page]

GRANTOR:

CITY OF SOMERVILLE

Name: _____

Joseph A. Curtatone, Mayor

Attest:

Approved as to form:

By: _____

Francis X. Wright, Jr.,

Its: City Solicitor

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On this 19 day of September, 2017, 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 MADL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily in such capacity for its stated purpose.

Jennifer Carvalho
Notary Public

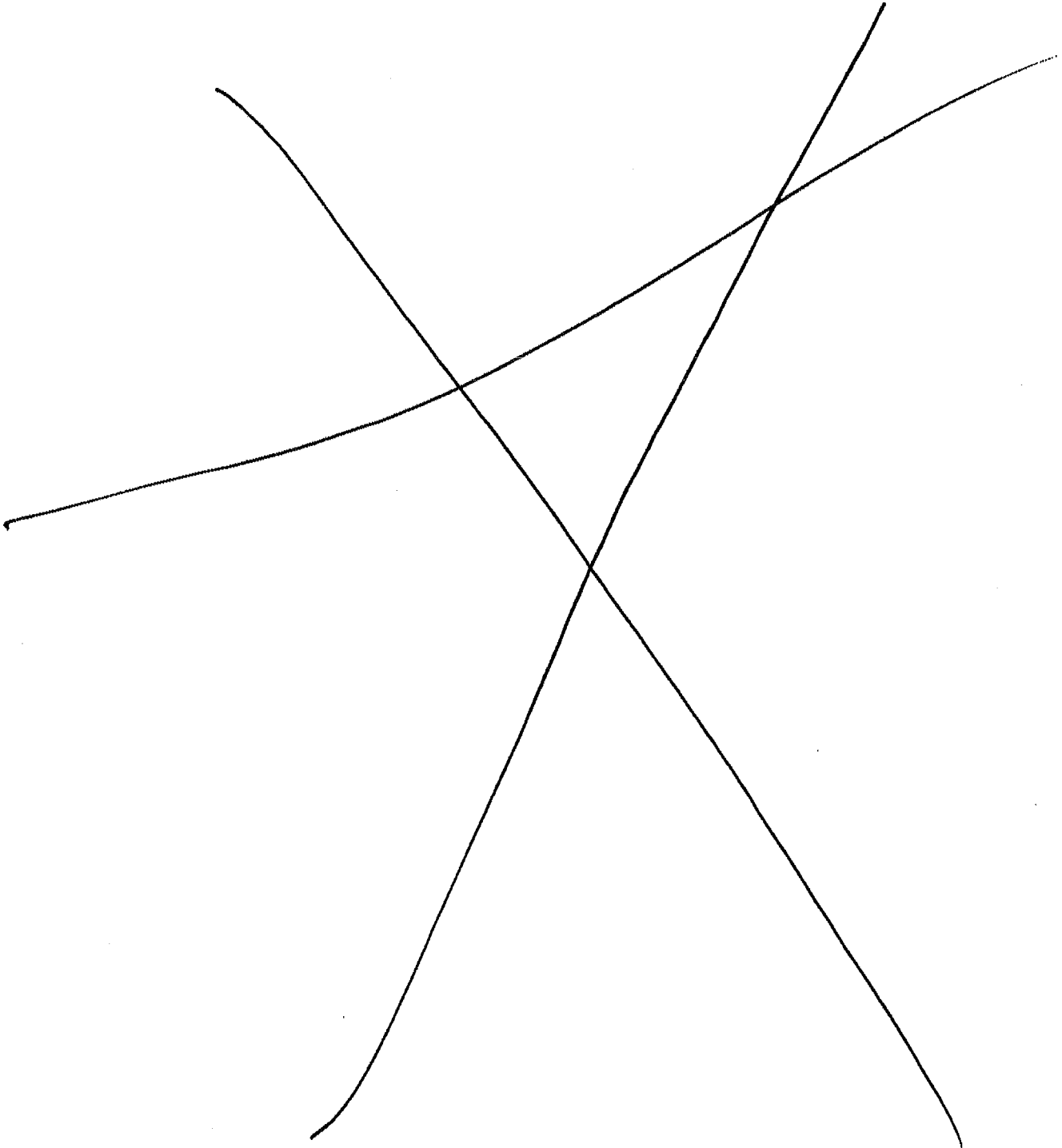
My commission expires:

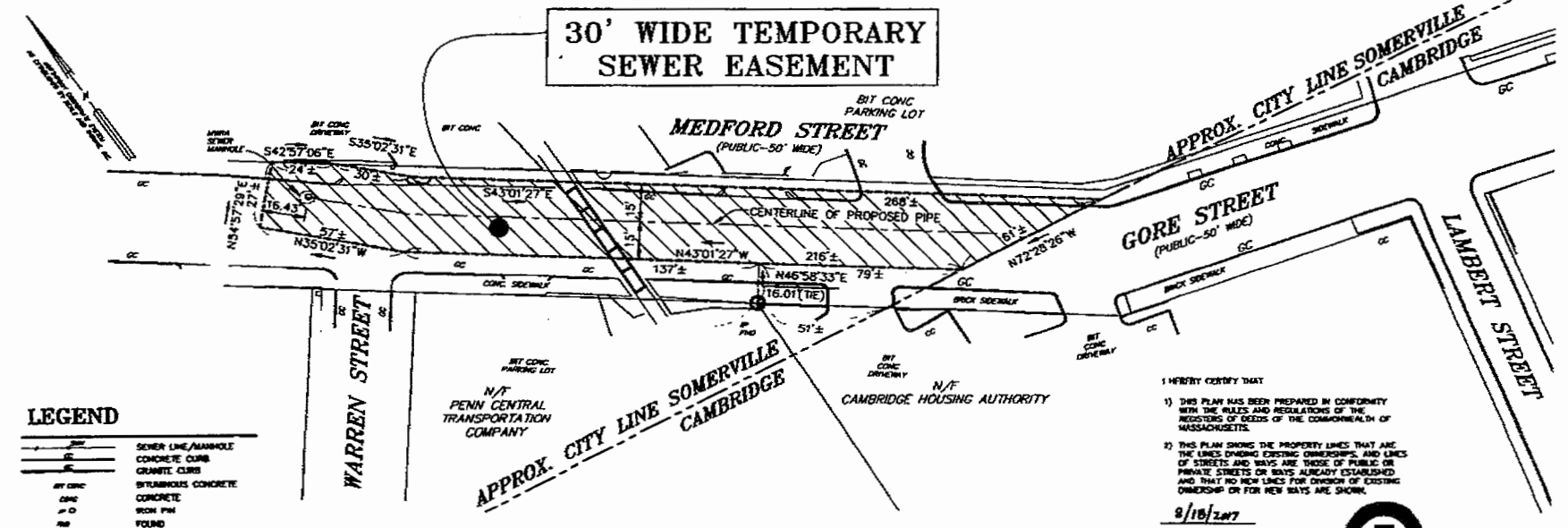
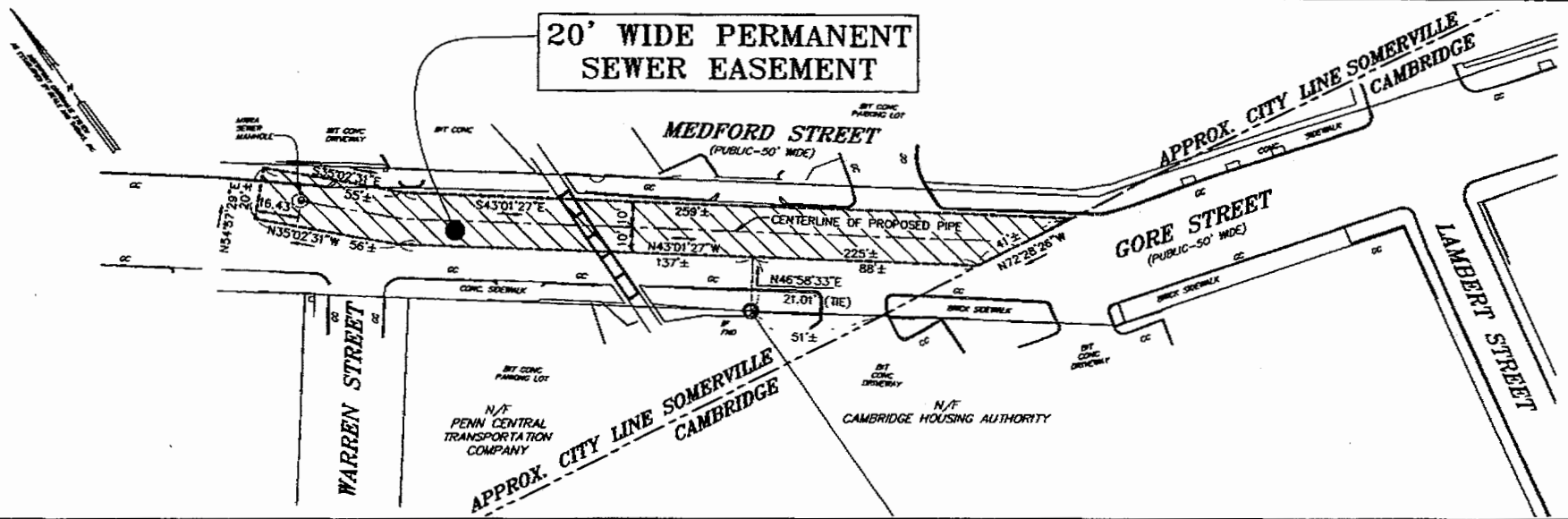
(Official Signature and Seal of Notary)



Exhibit A

Plan of Land
[Attached]





LEGEND

- SEWER LINE/MAINHOLE
- CONCRETE CURB
- GRANITE CURB
- BITUMINOUS CONCRETE
- CONCRETE
- IRON PIPE
- FOUND
- MASSACHUSETTS WATER RESOURCE AUTHORITY

I HEREBY CERTIFY THAT

- THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL ENGINEERS OF THE COMMONWEALTH OF MASSACHUSETTS.
- THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES DETERMINED BY EXISTING OWNERSHIP, AND LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

8/18/2017
DATE
Mark E. Brown
MARK E. BROWN, PLS No. 48410



PREPARED FOR:

DW NP PROPERTY, LLC
c/o DWCO WEST REAL ESTATE SERVICES, LLC
575 MARKET STREET, 35TH FLOOR
SAN FRANCISCO, CA 94105

SEALS & THOMAS
Civil Engineers & Landscape Architects
Landscape Architects
144 Tanglewood Road
Southborough, Massachusetts 01772-2104
T 508.366.0760 | www.sealsandthomas.com

DES	DWN	CHK'D	APP'D

PROJECT:

GORE STREET SEWER PROJECT
CAMBRIDGE AND SOMERVILLE, MASSACHUSETTS

SCALE: 1" = 20' DATE: MARCH 28, 2017

SEWER EASEMENT PLAN

Sheet No. 24
PLAN No. 2017-03-24-001

E-1

Exhibit B

Legal Description of Easement Areas

[Attached]

METES AND BOUNDS DESCRIPTION 20' WIDE PERMANENT SEWER EASEMENT

A certain easement situated in the Commonwealth of Massachusetts, County of Middlesex, City of Somerville, located at the easterly portion of Medford Street being shown as "20' WIDE PERMANENT SEWER EASEMENT" on a plan entitled "Gore Street Sewer Project, Cambridge and Somerville, Massachusetts; Sewer Easement Plan", Sheet E-1 dated March 28, 2017, revised August 18, 2017, prepared by Beals and Thomas, Inc., being more particularly bounded and described as follows:

Commencing from an iron pipe located on the southerly sideline of Medford Street at the intersection of land now or formerly of Penn Central Transportation Company and land now or formerly of Cambridge Housing Authority, said point being approximately 51 feet west of its intersection with the Somerville and Cambridge City line, thence running N 46° 58' 33" E 21.01 feet to the point of beginning of said easement, thence running;

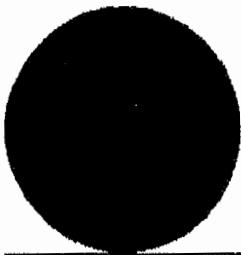
N 43° 01' 27" W	137 feet, more or less, to a point, thence turning and running;
N 35° 02' 31" W	56 feet, more or less, to a point, thence turning and running;
N 54° 57' 29" E	20 feet, more or less, to a point, thence turning and running;
S 35° 02' 31" E	55 feet, more or less, to a point, thence turning and running;
S 43° 01' 27" E	259 feet, more or less, to a point located on the Somerville/ Cambridge City line, thence turning and running;
N 72° 28' 26" W	41 feet, more or less, to a point, said course being along the Somerville/Cambridge City line, thence turning and running;
N 43° 01' 27" W	88 feet, more or less, to the point of beginning.

METES AND BOUNDS DESCRIPTION 30' WIDE TEMPORARY SEWER EASEMENT

A certain easement situated in the Commonwealth of Massachusetts, County of Middlesex, City of Somerville, located at the easterly portion of Medford Street being shown as "30' WIDE TEMPORARY SEWER EASEMENT" on a plan entitled "Gore Street Sewer Project, Cambridge and Somerville, Massachusetts; Sewer Easement Plan", Sheet E-1 dated March 28, 2017, revised August 18, 2017, prepared by Beals and Thomas, Inc., being more particularly bounded and described as follows:

Commencing from an iron pipe located on the southerly sideline of Medford Street at the intersection of land now or formerly of Penn Central Transportation Company and land now or formerly of Cambridge Housing Authority, said point being approximately 51 feet west of its intersection with the Somerville and Cambridge City line, thence running N 46° 58' 33" E 16.01 feet to the point of beginning of said easement, thence running;

N 43° 01' 27" W	137 feet, more or less, to a point, thence turning and running;
N 35° 02' 31" W	57 feet, more or less, to a point, thence turning and running;
N 54° 57' 29" E	27 feet, more or less, to a point, thence turning and running;
S 42° 57' 06" E	24 feet, more or less, to a point, said course being along the northerly sideline of Medford Street, thence turning and running;
S 35° 02' 31" E	30 feet, more or less, to a point, thence turning and running;
S 43° 01' 27" E	268 feet, more or less, to a point located on the Somerville/Cambridge City line, thence turning and running;
N 72° 28' 26" W	61 feet, more or less, to a point, said course being along the Somerville/Cambridge City line, thence turning and running;
N 43° 01' 27" W	79 feet, more or less, to the point of beginning.



**City of Somerville
Massachusetts**

Approved.
Aug 24, 2017 7:00 PM

**Agenda Item
204008**

**Requesting approval of a Sanitary Sewer Easement Agreement with the City of
Cambridge for North Point area development.**

Information

Department:	Law	Sponsors:	
Category:	Mayor's Request	Purposes:	Property/Land Transaction

Attachments

Cambridge Sanitary Sewer Easement 08.18.17 (This file has not yet been converted to a viewable format)
 Cambridge Sanitary Sewer Easement Plan
 Cambridge Perm Esmt Legal Description (This file has not yet been converted to a viewable format)
 Cambridge Temp Esmt Legal Description (This file has not yet been converted to a viewable format)
 DIVCO - North Point - Letter of Commitment Concerning Infrastructure Improvements
 NorthPoint Impact Analysis 2017Aug21

Official Text

To the Honorable Board:

I respectfully request that this Board consider and approve the attached Sanitary Sewer Easement Agreement in which the City of Somerville grants the City of Cambridge an easement in Medford Street for sanitary sewer facilities in order to serve the mixed use development in the North Point area.

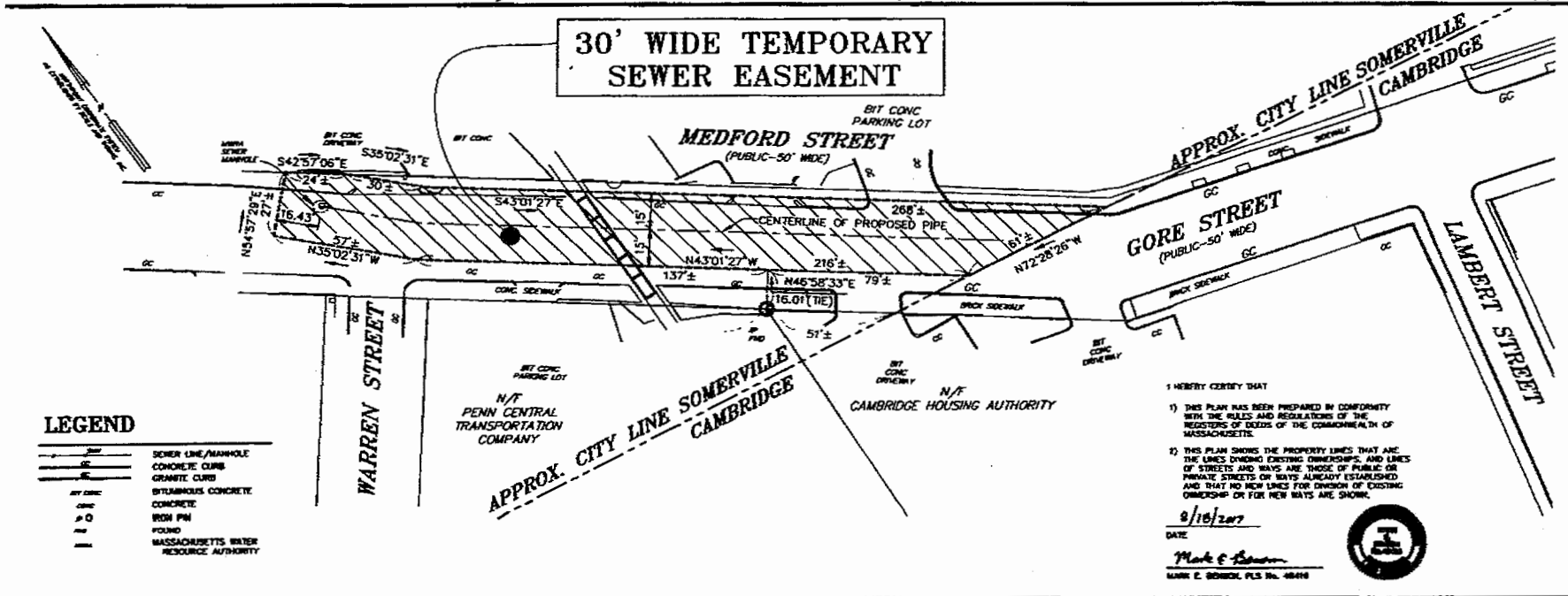
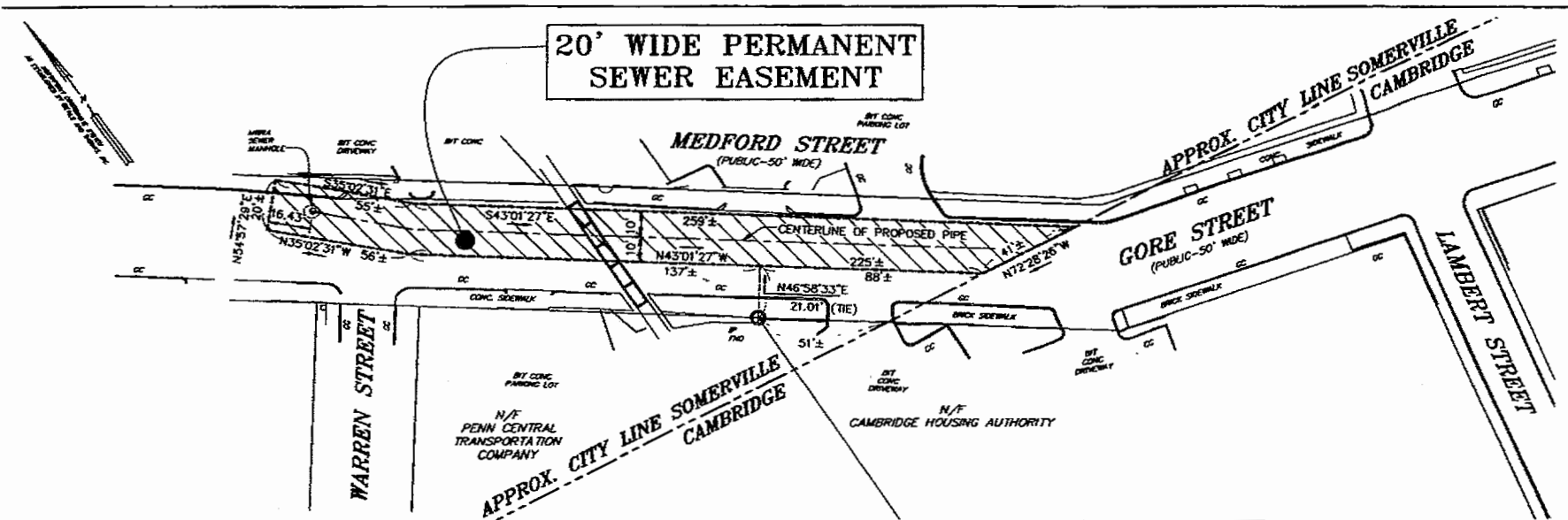
My staff will be available to answer any questions you may have. Thank you for your consideration of this matter.

Respectfully,
Joseph A. Curtatone, Mayor

Meeting History

Aug 24, 2017 7:00 PM Video	Board of Aldermen	Regular Meeting	Draft
RESULT:	APPROVED. [UNANIMOUS]		
AYES:	John M. Connolly, Mary Jo Rossetti, Dennis M. Sullivan, William A. White Jr., Matthew McLaughlin, Robert J. McWatters, Tony Lafuente, Mark Niedergang, Lance L. Davis		
ABSENT:	Maryann M. Heuston, Katjana Ballantyne		

APPENDIX 2
ORIGINAL EASEMENT PLAN
[attached behind]



LEGEND

	SEWER LINE/MANHOLE
	CONCRETE CURB
	GRANITE CURB
	BITUMINOUS CONCRETE
	CONCRETE
	IRON PIN
	FOUND
	MASSACHUSETTS WATER RESOURCE AUTHORITY

1. HEREBY CERTIFY THAT
1. THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL ENGINEERS OF THE COMMONWEALTH OF MASSACHUSETTS.
2. THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES SHOWING EXISTING OWNERSHIP, AND LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

9/10/2007
DATE
Mark E. Brown
MARK E. BROWN, PLS. No. 48418



PREPARED FOR:
DW NP PROPERTY, LLC
c/o DWCO WEST REAL ESTATE SERVICES, LLC
575 MARKET STREET,
35TH FLOOR
SAN FRANCISCO, CA 94105

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SEALS & THOMAS
Civil Engineers & Landscape Architects
Landscape Architects & Environmental Specialists

SEALS AND THOMAS, INC.
Riverside Corporate Center
144 Turnpike Road
Southborough, Massachusetts 01772-2104
TEL: 508.366.0560 | www.sealsandthomas.com

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PROJECT:
GORE STREET SEWER PROJECT
CAMBRIDGE AND SOMERVILLE, MASSACHUSETTS

SCALE: 1" = 20' DATE: MARCH 28, 2007

DATE: 9/10/2007

DATE: 9/10/2007

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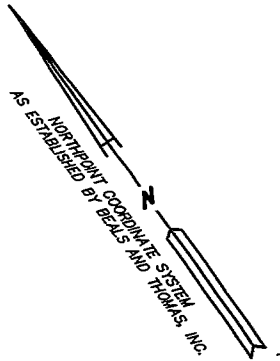
DATE: 9/10/2007

DATE: 9/10/2007

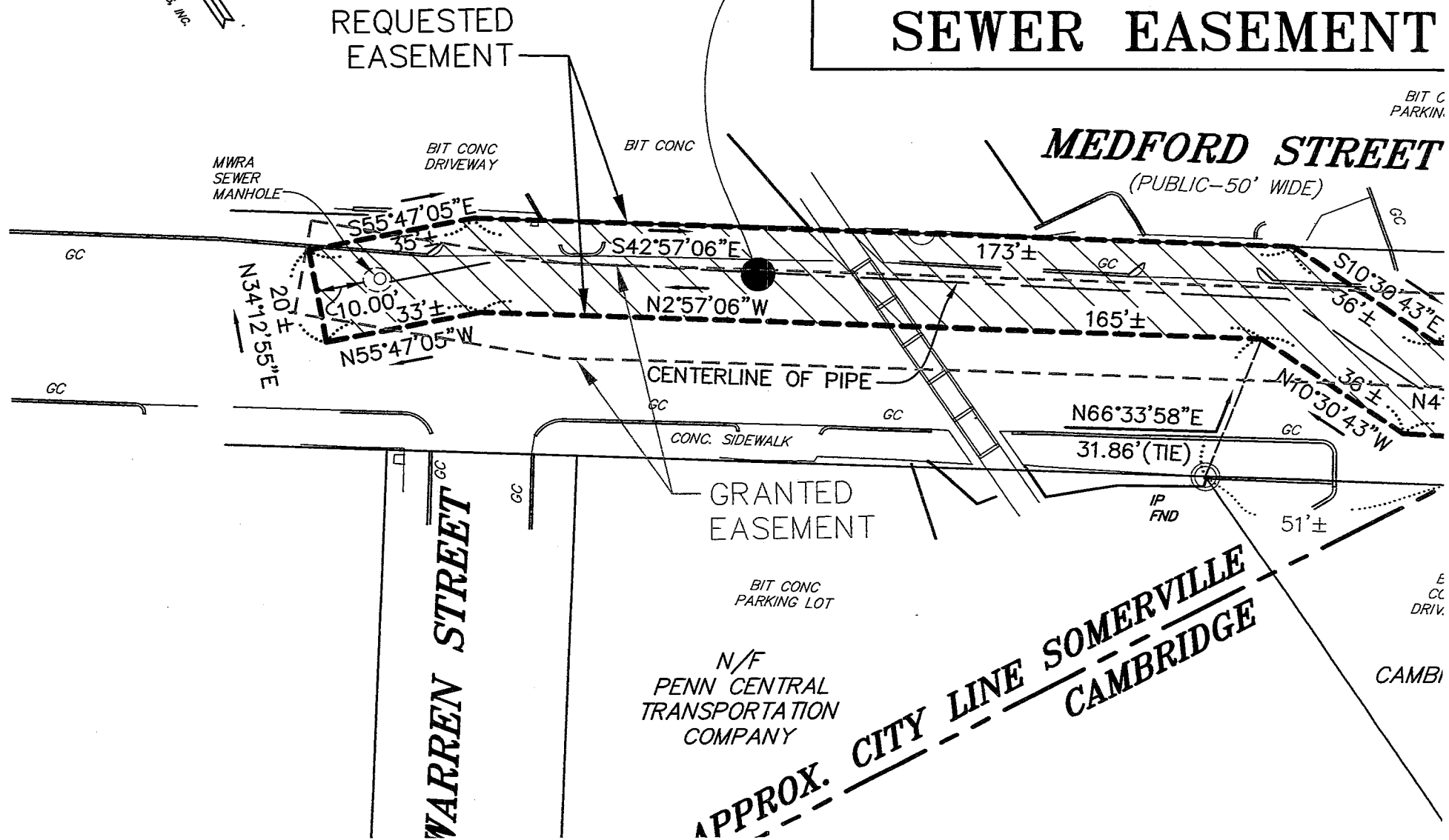
APPENDIX 3

PLAN SHOWING CHANGE IN LOCATION OF EASEMENT

[attached behind]



20' WIDE PERMANENT SEWER EASEMENT



APPENDIX 4

AMENDMENT DRAFT AND AMENDED PLAN

FIRST AMENDMENT **TO** **SANITARY SEWER EASEMENT AGREEMENT**

This First Amendment to Sanitary Sewer Easement Agreement (this "Amendment") is made as of February __, 2020, by and between the City of Somerville, a body corporate and politic and a political subdivision of the Commonwealth of Massachusetts with a usual address of 93 Highland Avenue, Somerville, MA 02143 ("Grantor") and the City of Cambridge, a Massachusetts municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 ("Grantee").

Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Original Easement (as defined below).

WHEREAS, Grantor and Grantee are parties to that certain Sanitary Sewer Easement Agreement dated as of _____, 2017, and recorded with the Middlesex South District Registry of Deeds in Book 69977, at Page 302 (the "Original Easement");

WHEREAS, in connection with the construction of the Sewer Facilities, Grantee encountered gas lines and certain other utilities in the Public Way that required the adjustment of the location of the Sewer Facilities in the Public Way);

WHEREAS, Grantor and Grantee desire to amend the Easement Areas depicted on the plan attached as Exhibit A to the Original Easement and more particularly described on Exhibit B, by substituting therefor the Plan attached to this Amendment as Exhibit A and the legal descriptions of the Easement Areas attached to this Amendment as Exhibit B, as each are incorporated by reference herein.

NOW, THEREFORE, for consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree to amend the Original Easement as follows:

1. Exhibit A. By deleting therefrom Exhibit A attached to the Original Easement and incorporated therein by reference, and substituting therefor Exhibit A attached to this Amendment and incorporated herein by reference.
2. Exhibit B. By deleting therefrom Exhibit B attached to the Original Easement and incorporated therein by reference, and substituting therefor Exhibit B attached to this Amendment and incorporated herein by reference.
3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

4. Ratification. Except as modified and amended hereby, all of the terms, covenants, conditions and provisions of the Original Easement, as modified and amended hereby, are hereby ratified and shall remain in full force and effect.

[Signatures follow on next page]

GRANTOR:
CITY OF SOMERVILLE

Name: _____
Joseph A. Curtatone, Mayor
Attest: _____

Approved as to form:

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

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, 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/she signed it voluntarily in such capacity for its stated purpose.

Notary Public

My commission expires:

(Official Signature and Seal of Notary)

GRANTEE:
CITY OF CAMBRIDGE

Name: _____

Louis A. DePasquale, City Manager

Attest:

Approved as to form:

By: _____

Nancy Glowa

Its: City Solicitor

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, the City Manager of the City of Cambridge, 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/she signed it voluntarily in such capacity for its stated purpose.

Notary Public

My commission expires:

(Official Signature and Seal of Notary)

Exhibit A to Appendix 4

Plan of Land

[Attached]

NORTHPOINT COORDINATE SYSTEM
AS ESTABLISHED BY BEALS AND THOMAS, INC.

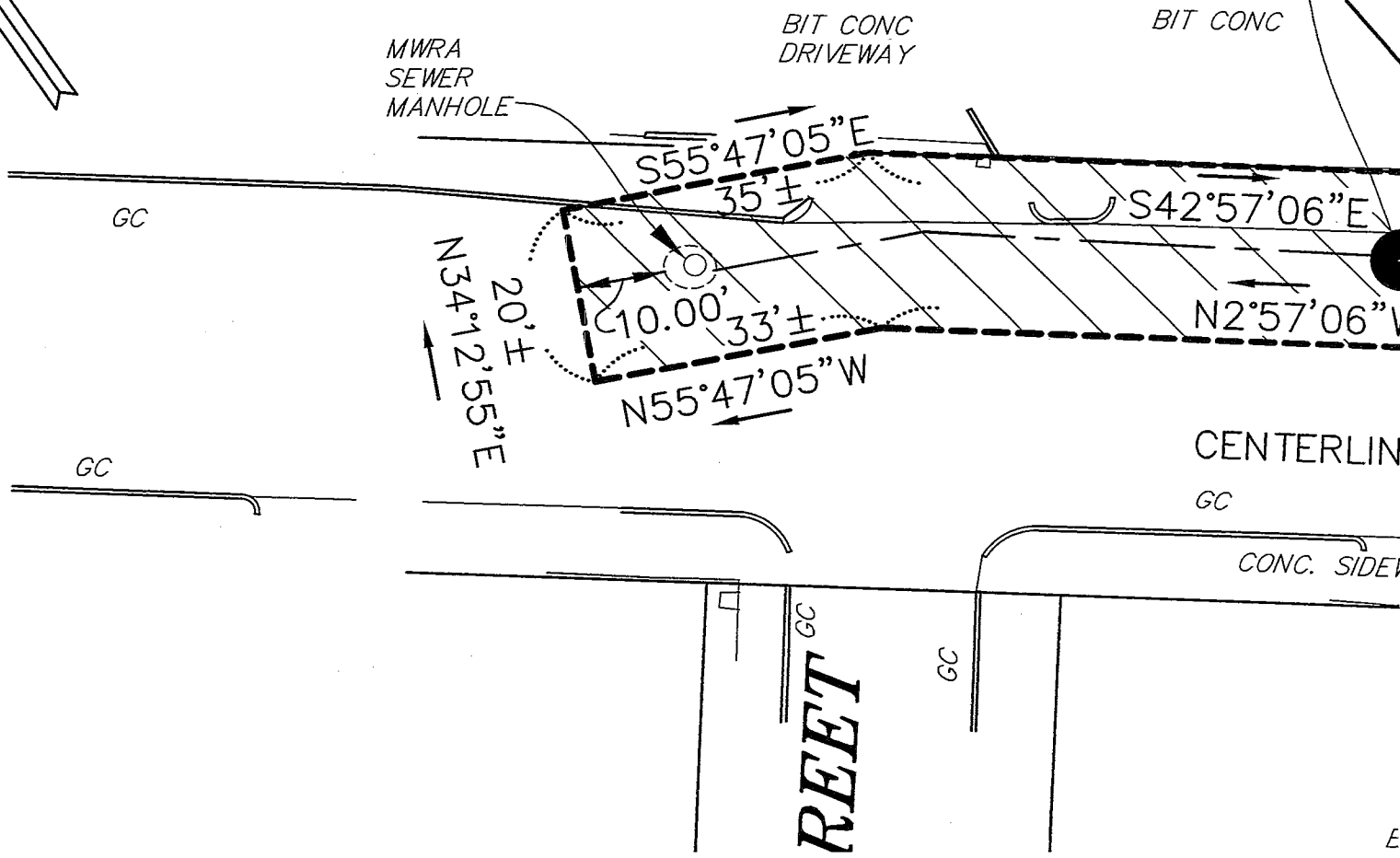


Exhibit B to Appendix 4

Legal Description of Easement Areas

METES AND BOUNDS DESCRIPTION

20' WIDE PERMANENT SEWER EASEMENT

A certain easement situated in the Commonwealth of Massachusetts, County of Middlesex, City of Somerville, located at the easterly portion of Medford Street being shown as "20' WIDE PERMANENT SEWER EASEMENT" on a plan entitled "Gore Street Sewer Project, Cambridge and Somerville, Massachusetts; Sewer Easement Plan", Sheet E-1 dated March 28, 2017, last revised January 16, 2019, prepared by Beals and Thomas, Inc., being more particularly bounded and described as follows:

Commencing from an iron pipe located on the southerly sideline of Medford Street at the intersection of land now or formerly of Penn Central Transportation Company and land now or formerly of Cambridge Housing Authority, said point being approximately 51 feet west of its intersection with the Somerville and Cambridge City line, thence running N 66° 33' 58" E 31.86 feet to the point of beginning of said easement, thence running;

N 2° 57' 06" W	165 feet, more or less, to a point, thence turning and running;
N 55° 47' 05" W	33 feet, more or less, to a point, thence turning and running;
N 34° 12' 55" E	20 feet, more or less, to a point, thence turning and running;
S 55° 47' 05" E	35 feet, more or less, to a point, thence turning and running;
S 42° 57' 06" E	173 feet, more or less, to a point, thence turning and running;
S 10° 30' 43" E	36 feet, more or less, to a point, thence turning and running;
S 41° 46' 28" E	55 feet, more or less, to a point located on the Somerville/ Cambridge City line, thence turning and running;
N 72° 28' 26" W	39 feet, more or less, to a point, said course being along the Somerville/Cambridge City line, thence turning and running;
N 41° 46' 28" W	27 feet, more or less, thence turning and running;
N 10° 30' 43" W	36 feet, more or less, to the point of beginning.

METES AND BOUNDS DESCRIPTION

30' WIDE TEMPORARY SEWER EASEMENT

A certain easement situated in the Commonwealth of Massachusetts, County of Middlesex, City of Somerville, located at the easterly portion of Medford Street being shown as "30' WIDE TEMPORARY SEWER EASEMENT" on a plan entitled "Gore Street Sewer Project, Cambridge and Somerville, Massachusetts; Sewer Easement Plan", Sheet E-1 dated March 28, 2017, revised August 18, 2017, prepared by Beals and Thomas, Inc., being more particularly bounded and described as follows:

Commencing from an iron pipe located on the southerly sideline of Medford Street at the intersection of land now or formerly of Penn Central Transportation Company and land now or formerly of Cambridge Housing Authority, said point being approximately 51 feet west of its intersection with the Somerville and Cambridge City line, thence running N 46° 58' 33" E 16.01 feet to the point of beginning of said easement, thence running;

N 43° 01' 27" W	137 feet, more or less, to a point, thence turning and running;
N 35° 02' 31" W	57 feet, more or less, to a point, thence turning and running;
N 54° 57' 29" E	27 feet, more or less, to a point, thence turning and running;
S 42° 57' 06" E	24 feet, more or less, to a point, said course being along the northerly sideline of Medford Street, thence turning and running;
S 35° 02' 31" E	30 feet, more or less, to a point, thence turning and running;
S 43° 01' 27" E	268 feet, more or less, to a point located on the Somerville/Cambridge City line, thence turning and running;
N 72° 28' 26" W	61 feet, more or less, to a point, said course being along the Somerville/Cambridge City line, thence turning and running;
N 43° 01' 27" W	79 feet, more or less, to the point of beginning.