



Matthew H. Snell

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2022 JUL 27 A 11:43
CITY CLERK'S OFFICE
SOMERVILLE, MA
July 27, 2022
119182-5

**Via Hand Delivery
and Electronic Mail**

Kimberly M. Wells, City Clerk
City Hall
93 Highland Ave.
1st Floor
Somerville, MA 02143

Re: Land Conveyance Petition – Boynton Yards

Dear Ms. Wells:

This office represents Boynton Yards LandCo LLC (the “Master Developer”), who, along with its affiliates, is the developer of a master plan project commonly known as Boynton Yards. In compliance with the Master Plan Special Permit in Case MPSP2020-002 (as amended, the “Master Plan Special Permit”) issued by the City of Somerville Planning Board and the other various approvals and development covenants between the Master Developer, its affiliates and the City for the development of Boynton Yards, the Master Developer requests that the City Council approve and accept the transfer of five parcels of land in the Boynton Yards neighborhood to the City. The parcels being transferred to the City will enhance the public ways being redeveloped in Boynton Yards by the Master Developer.

In accordance with and as a condition of the Master Plan Special Permit and the development covenants related thereto, the Master Developer is required to construct or improve certain thoroughfares in Boynton Yards and convey to the City parcels for civic space, public ways and other public uses. The land to be transferred to the City mitigates impacts of the development by providing public benefits through new open/civic space, improved and/or new utilities serving the neighborhood, new and/or improved thoroughfares and reconstructed sidewalks that enhance the pedestrian experience in the Boynton Yards neighborhood.

As shown on plans attached as Exhibit A, the Master Developer proposes to transfer the following five parcels of land that will be used for the widening of Earle Street, a public way (collectively, the “Land Conveyance Parcels”): (i) “Parcel B-3B” and “Lot 2C-2” on a plan of land entitled “Subdivision Plan of Land, 33 Earle Street, 101 South Street & 808 Windsor Street, Somerville, Mass.” by Feldman Geospatial, dated April 8, 2021, designated as Job No. 16670G and recorded with the Middlesex South District Registry of Deeds (the “Registry”) as Plan No.



July 27, 2022

Page 2

871 of 2021, and (ii) Lots 9, 11 and 13 on a plan of land entitled “Subdivision Plan of Land, 2, 8 & 29 Harding Street (LCC No. 20214), Somerville, Mass.” by Feldman Geospatial, dated November 9, 2021, filed with the Middlesex South District Registry District of the Land Court (the “Registry District”) as Land Court Plan 20214-D. A draft deed, which has been reviewed by the City Solicitor’s office, is attached hereto as Exhibit B.

In addition to the transfer of the Land Conveyance Parcels, the Master Developer’s affiliates will grant to the City certain easements over the portions of the sidewalks to be constructed along Earle Street that will remain the property of such affiliates. The approximate locations of such easement areas are shown on the plan attached hereto as Exhibit C. The final locations of such easements will be mutually agreed upon by the Master Developer and the City as the development of Boynton Yards progresses and will be memorialized by an easement agreement substantially in the form of agreement attached hereto as Exhibit D (the “Easement Agreement”). As portions of the abutting streets (South Street) are presently owned by the Somerville Redevelopment Authority (“SRA”), the SRA will also be a party to the Easement Agreement. The SRA approved the contemplated easements and form of Easement Agreement at its June 15, 2022 public hearing.

In accordance with the Master Plan Special Permit and the City’s Code of Ordinances, we respectfully submit the attached materials for approval and acceptance by the City Council in order to complete the transfer of the Land Conveyance Parcels.

We would ask that you please docket this matter in your usual manner and inform us when the matter will be heard by the City Council. Thank you for your assistance on this matter. Please do not hesitate to contact me to discuss the request or attached materials.

Sincerely,

Matthew Snell

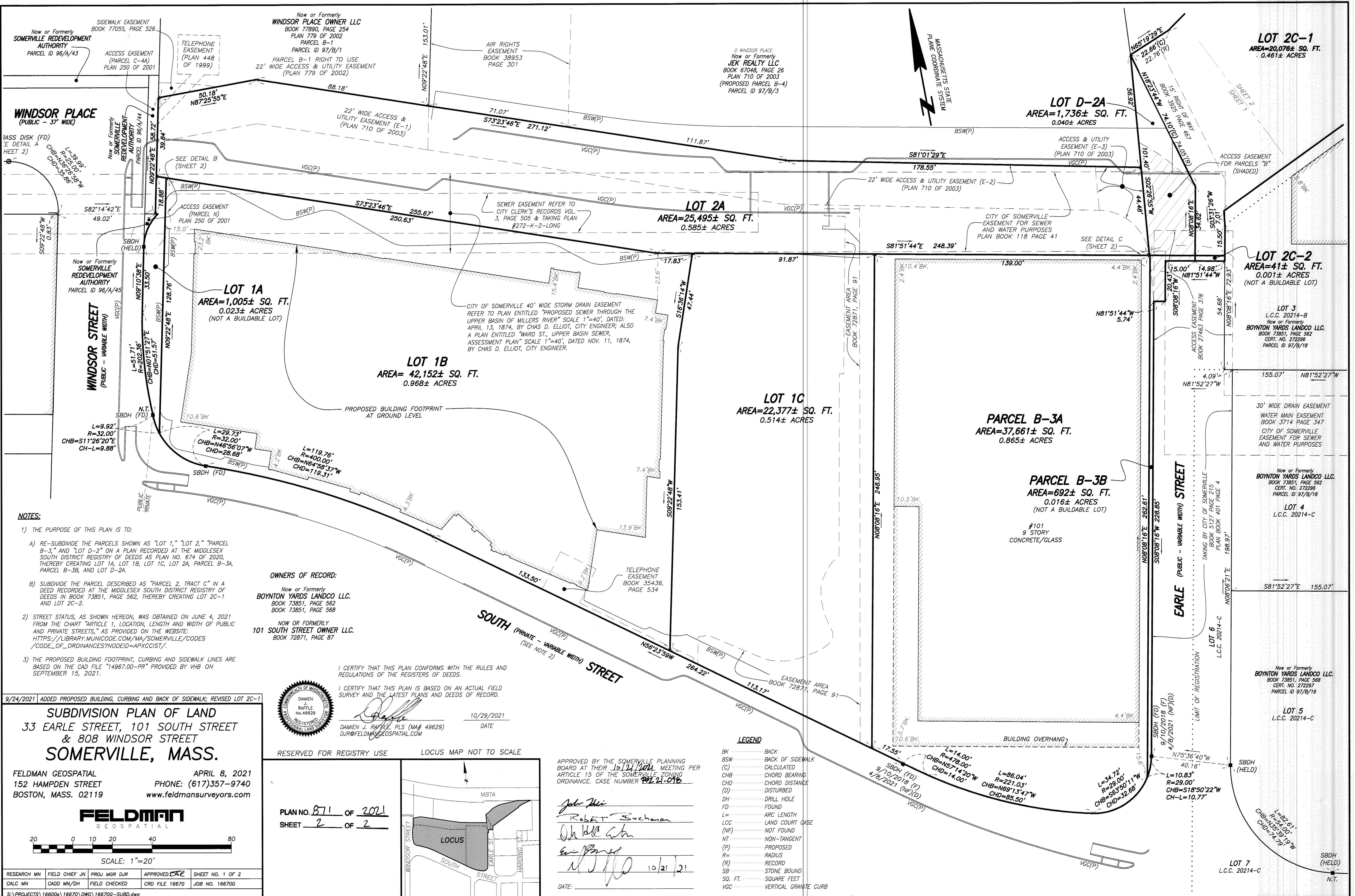
Enclosures

cc: Sarah Lewis, City of Somerville
Cathy Lester Salchert, Esq., City of Somerville
John Fenton
Kevin Griffin

Exhibit A

Plans

[See Attached]



NOTES:

- 1) THE PURPOSE OF THIS PLAN IS TO:
 - RE-SUBDIVIDE THE PARCELS SHOWN AS "LOT 1," "LOT 2," "PARCEL B-3," AND "LOT D-2" ON A PLAN RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS AS PLAN NO. 674 OF 2020, THEREBY CREATING LOT 1A, LOT 1B, LOT 1C, LOT 2A, PARCEL B-3A, PARCEL B-3B, AND LOT D-2A.
 - SUBDIVIDE THE PARCEL DESCRIBED AS "PARCEL 2, TRACT C" IN A DEED RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS IN BOOK 73851, PAGE 562, THEREBY CREATING LOT 2C-1 AND LOT 2C-2.
- 2) STREET STATUS, AS SHOWN HEREON, WAS OBTAINED ON JUNE 4, 2021 FROM THE CHART "ARTICLE 1, LOCATION, LENGTH AND WIDTH OF PUBLIC AND PRIVATE STREETS," AS PROVIDED ON THE WEBSITE: [HTTPS://LIBRARY.MUNICODE.COM/MA/SOMERVILLE/CODES/COE_OF_ORDINANCES?NODEID=APXCOIS17](https://library.municode.com/ma/somerville/codes/code_of_ordinances?nodeid=APXCOIS17).
- 3) THE PROPOSED BUILDING FOOTPRINT, CURBING AND SIDEWALK LINES ARE BASED ON THE CAD FILE "14967.00-PR" PROVIDED BY VHB ON SEPTEMBER 15, 2021.

OWNERS OF RECORD:

Now or Formerly
BOYNTON YARDS LANDCO LLC.
BOOK 73851, PAGE 562
BOOK 73851, PAGE 568

NOW OR FORMERLY
101 SOUTH STREET OWNER LLC.
BOOK 72871, PAGE 87



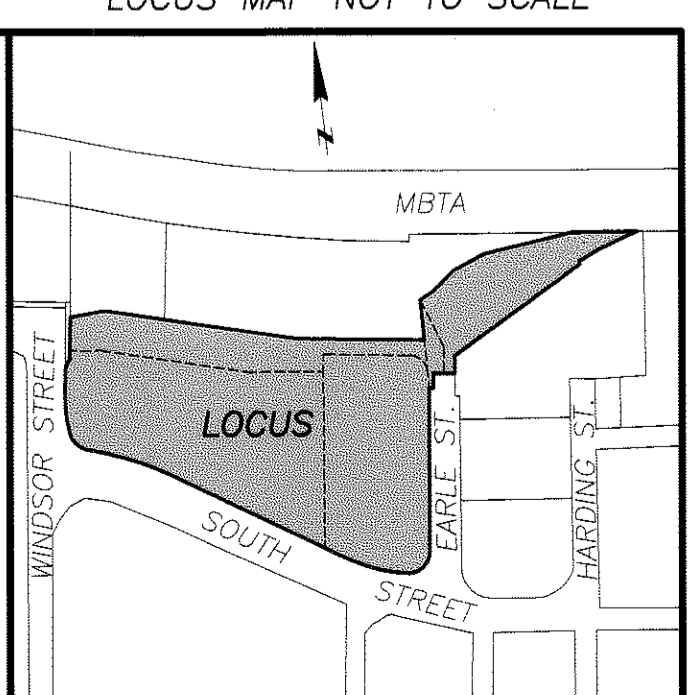
I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND THE LATEST PLANS AND DEEDS OF RECORD.

DAMIEN J. RAFFLE, PLS (MA# 49629) DATE 10/29/2021
DJR@FELDMANGEOSPATIAL.COM

RESERVED FOR REGISTRY USE LOCUS MAP NOT TO SCALE

PLAN NO. 871 OF 2021
SHEET 2 OF 2



APPROVED BY THE SOMERVILLE PLANNING BOARD AT THEIR 10/21/2021 MEETING PER ARTICLE 15 OF THE SOMERVILLE ZONING ORDINANCE. CASE NUMBER 2021-016

John Hill
Robert Buchanan
Oh Idde
Eric

DATE: 10/21/21

- LEGEND**
- BK BACK
 - BSW BACK OF SIDEWALK
 - (C) CALCULATED
 - CHB CHORD BEARING
 - CHD CHORD DISTANCE
 - (D) DISTURBED
 - DH DRILL HOLE
 - FD FOUND
 - L ARC LENGTH
 - LCC LAND COURT CASE
 - (NF) NOT FOUND
 - NT NON-TANGENT
 - (P) PROPOSED
 - R RADIUS
 - (R) RECORD
 - SB STONE BOUND
 - SQ. FT. SQUARE FEET
 - VGC VERTICAL GRANITE CURB

9/24/2021 ADDED PROPOSED BUILDING, CURBING AND BACK OF SIDEWALK; REVISED LOT 2C-1

SUBDIVISION PLAN OF LAND
33 EARLE STREET, 101 SOUTH STREET
& 808 WINDSOR STREET
SOMERVILLE, MASS.

FELDMAN GEOSPATIAL APRIL 8, 2021
152 HAMPDEN STREET PHONE: (617)357-9740
BOSTON, MASS. 02119 www.feldmansurveyors.com

FELDMAN
GEOSPATIAL

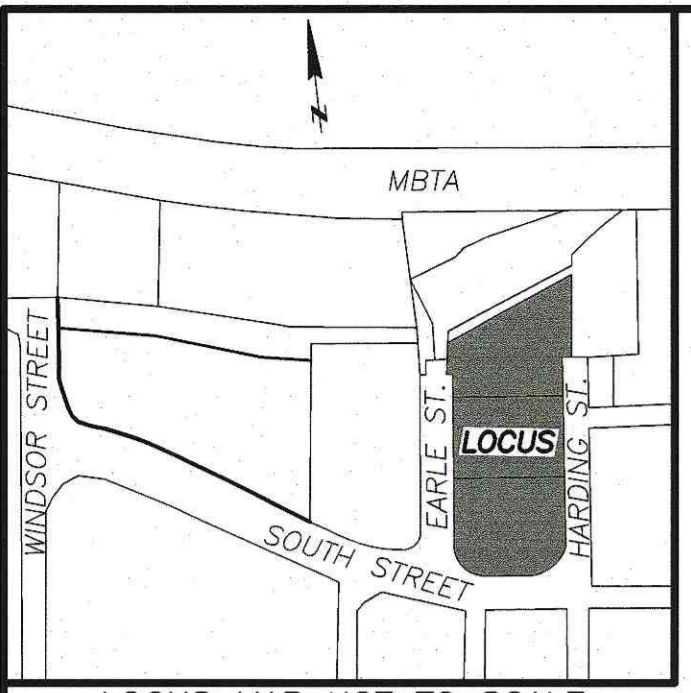
SCALE: 1"=20'

RESEARCH MN	FIELD CHIEF JN	PROJ MGR DJR	APPROVED [Signature]	SHEET NO. 1 OF 2
CALC MN	CADD MN/DH	FIELD CHECKED	CRD FILE 16670	JOB NO. 16670G

S:\PROJECTS\16670G\16670(DWG)\16670G-SUBD.dwg

871 of 2021 (2 of 2)

20214-D



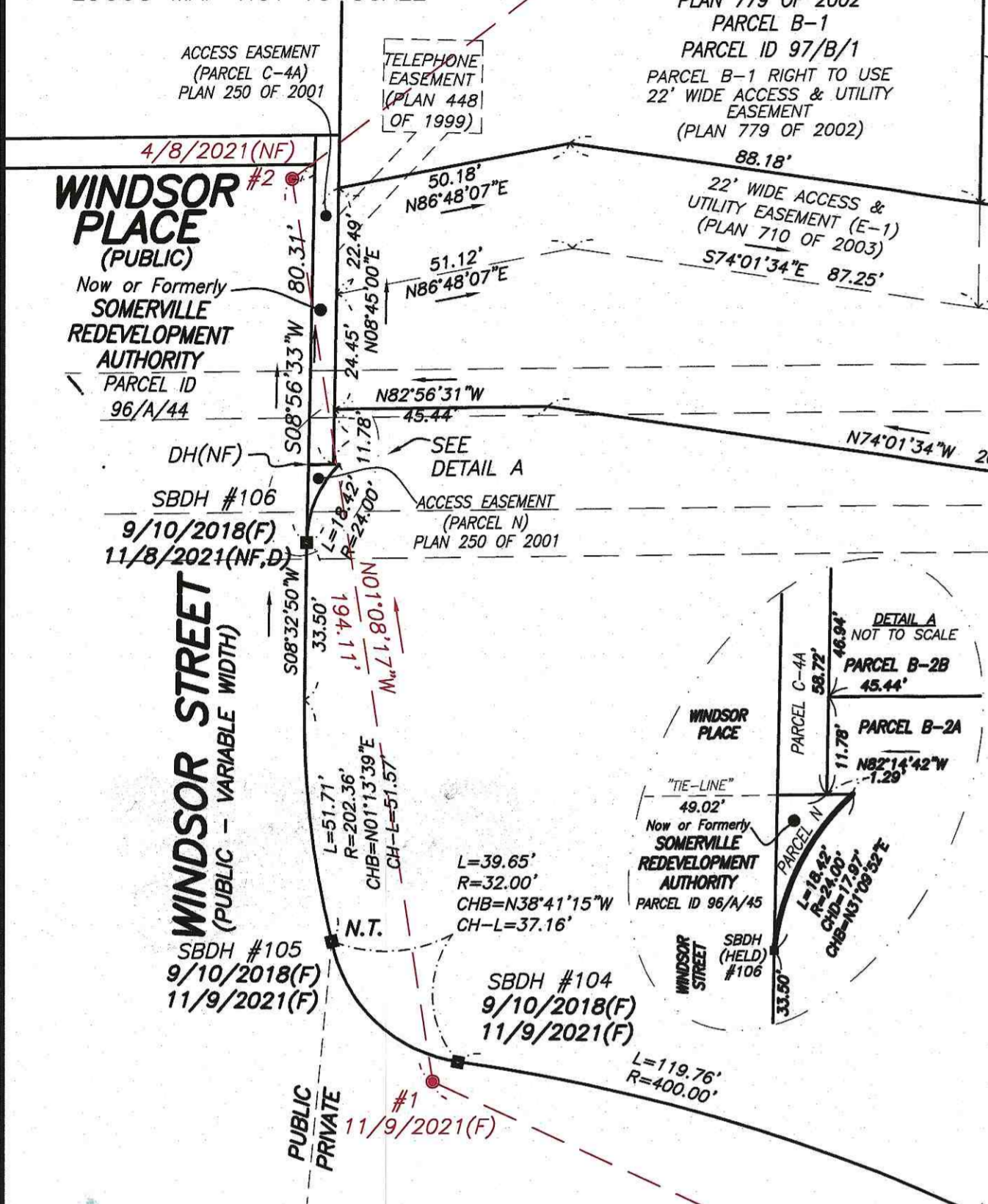
SUBDIVISION PLAN OF LAND
 2, 8 & 29 HARDING STREET
 (LCC NO. 20214)
SOMERVILLE, MASS.
 FELDMAN GEOSPATIAL NOVEMBER 9, 2021
 152 HAMPDEN STREET PHONE: (617)357-9740
 BOSTON, MASS. 02119 www.feldmangeo.com



RESEARCH MN	FIELD CHIEF JN	PROJ MGR DJR	APPROVED CSR	SHEET NO. 1 OF 1
CALC MN	CADD DCH	FIELD CHECKED	CRD FILE 16670-LCC	JOB NO. 16670G
S:\PROJECTS\16600s\16670\DWG\16670-LCC.dwg				

NOTES:

- THE PURPOSE OF THIS PLAN IS TO CREATE LOTS 9 AND 10 FROM A PARENT LOT 3 AS SHOWN ON LAND COURT PLAN 21214-B, LOTS 11 AND 12 FROM A PARENT LOT 4 AND LOTS 13 AND 14 FROM PARENT LOT 5, AS SHOWN ON LAND COURT PLAN 21214-C. PARCELS 10, 12 AND 14 ARE TO BE RETAINED BY THE OWNER OF #2, 8 AND 29 HARDING STREET AND PARCELS 9, 11 AND 13 ARE TO BE CONVEYED TO THE CITY FOR STREET PURPOSES.
- STREET STATUS, AS SHOWN HEREON, WAS OBTAINED JUNE 4, 2021 FROM THE CHART "ARTICLE 1, LOCATION LENGTH AND WIDTH OF PUBLIC AND PRIVATE STREETS" AS PROVIDED ON THE WEBSITE: [HTTPS://LIBRARY.MUNICODE.COM/MA/SOMERVILLE/CODES/CODE_OF_ORDINANCES?NODEID=APXCCIST/](https://library.municode.com/ma/somerville/codes/code_of_ordinances?nodeid=APXCCIST/)
- DUE TO OBSTRUCTIONS ENCOUNTERED ON THE SITE, THE ONLY REDUNDANT MEASUREMENTS TAKEN TO MONUMENTS WERE DOUBLED ANGLES AND DISTANCES.



SARAH A. LEWIS, DIRECTOR OF PLANNING, ON BEHALF OF THE SOMERVILLE PLANNING BOARD.
 APPROVED PER ARTICLES 10.1 AND 15 OF THE CITY OF SOMERVILLE ZONING ORDINANCE.
 DATE: 12.15.21

No Subdivision Control Law was in effect in this city or town on (date) **DEC. 20, 2021**

TRAVERSE 1 MAP CHECK TABLE

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING	DESCRIPTION
165-1	N57°33'42"W	571.57	1	10306.59	9517.61	DHS
1-2	N01°08'17"W	194.11	2	10306.65	9513.76	DHF
2-3	N60°19'49"E	213.44	3	10306.31	9699.22	MNS
3-4	S77°50'33"E	217.52	4	10306.50	9911.85	DHS-TARGET
4-5	S50°34'46"E	229.89	5	10414.52	10089.45	MNS
5-166	S48°36'19"W	64.90	166	10371.60	10040.77	MNS
166-8	S27°21'01"E	119.71	8	10265.27	10095.76	MNS
8-9	S84°32'40"E	99.67	9	10255.80	10194.98	DHS
9-15	S82°33'53"E	207.68	15	10228.92	10400.91	DHS
15-17	S07°53'38"W	279.66	17	9951.91	10362.51	MNS
17-12	N82°43'32"W	174.05	12	9973.95	10189.85	DHS
12-165	N82°11'10"W	191.63	165	10000.00	10000.00	MNF

TRAVERSE 2 MAP CHECK TABLE

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING	DESCRIPTION
9-20	S84°26'25"W	165.35	20	10239.78	10030.40	MNS
20-165	S07°13'35"W	241.70	165	10000.00	10000.00	MNF
165-12	S82°11'10"E	191.63	12	9973.95	10189.85	DHF
12-9	N01°02'31"E	281.90	9	10255.80	10194.98	DHF

ADJUSTED FIELD SURVEY TRAVERSE 1
 LINEAR ERROR OF CLOSURE: 0.000'
 DIRECTIONAL ERROR OF CLOSURE: N90°00'00"E
 CLOSURE PRECISION: 1 IN 2,563,834,669,962.9
 TOTAL DISTANCE TRAVERSED: 2563.83'

ADJUSTED FIELD SURVEY TRAVERSE 2
 LINEAR ERROR OF CLOSURE: 0.000'
 DIRECTIONAL ERROR OF CLOSURE: N90°00'00"E
 CLOSURE PRECISION: 1 IN 880,580,643,442.6
 TOTAL DISTANCE TRAVERSED: 880.58'

ACCURACY OF EDM IS 0.01 & 2PPM
 ALL DISTANCES ARE EDM.

LOT CORNER TABLE

PNT#	NORTHING	EASTING
500	10468.80	10239.05
501	10366.65	10225.59
502	10368.61	10210.72
503	10272.44	10198.05
504	10272.55	10197.21
505	10292.23	10047.62
506	10293.31	10039.41
507	10349.17	10055.13
508	10350.25	10046.92
509	10365.62	10048.94
510	10292.78	10043.47
511	10182.53	10029.00
512	10181.99	10033.09
513	10162.30	10182.74
514	10073.53	10169.99
515	10027.36	10107.21
516	10035.26	10061.89
517	10074.58	10018.94
518	10095.50	10017.58
519	10091.00	10173.39

SUPPLEMENTARY CALCULATION TABLE

COURSE	BEARING	DISTANCE	NORTHING	EASTING	DESCRIPTION
165-100	N11°30'37"W	107.09	10104.94	9978.63	SBDH
165-101	N10°26'34"E	97.11	10095.50	10017.60	SBDH
165-102	N60°20'14"E	71.16	10035.22	10061.84	SBDH
165-205	N75°46'29"E	110.59	10027.18	10107.20	DH
165-206	S79°59'26"E	44.89	9992.20	10044.21	DH
1-103	S60°31'49"E	386.12	10116.63	9853.78	SB(D)
1-104	N59°59'02"E	6.80	10309.99	9523.51	SBDH
1-105	N28°05'05"W	36.72	10338.98	9500.33	SBDH
1-106	N05°27'16"W	117.66	10423.72	9506.43	SBDH
9-30	N76°06'26"W	151.80	10292.25	10047.62	CB(D)
20-31	S02°40'04"E	57.85	10181.99	10033.09	CB(D)

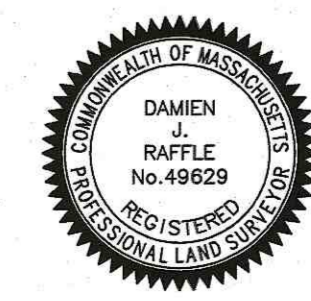
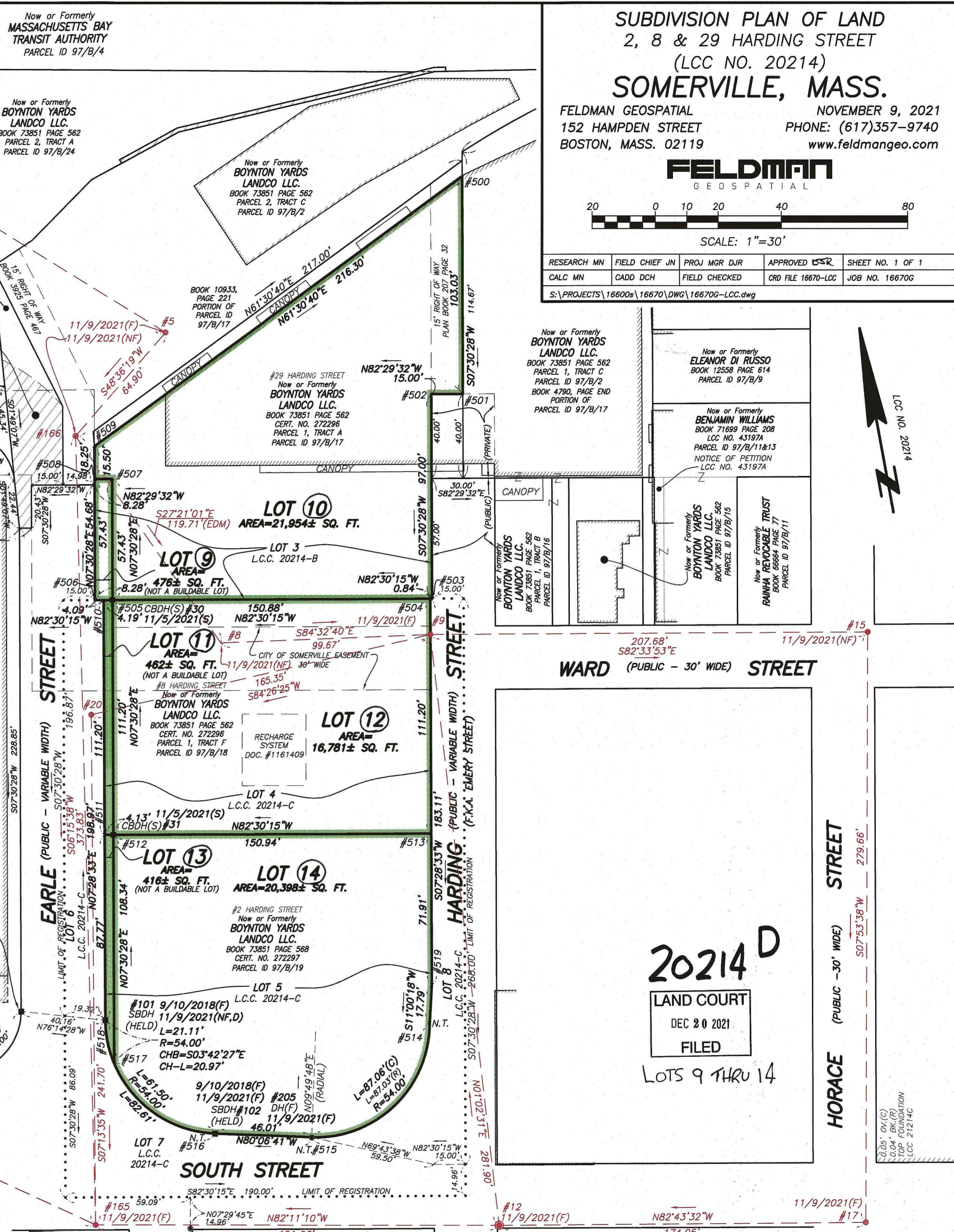
LEGEND

BK BACK
 (C) CALCULATED
 CHB CHORD BEARING
 CHD CHORD DISTANCE
 COR CORNER
 DH DRILL HOLE
 F FOUND
 L ARC LENGTH
 LCC LAND COURT CASE
 LNC NOT FOUND
 NT NON-TANGENT
 R RADIUS
 (S) SET
 (R) RECORD
 SB STONE BOUND
 SQ. FT. SQUARE FEET

REFERENCES

MIDDLESEX COUNTY REGISTRY OF DEEDS:
 BOOK 27841, PAGE 111
 BOOK 7869, PAGE 52
 PLAN BOOK 178, PAGE 89
 PLAN BOOK 127, PAGE 43
 PLAN BOOK 207, PAGE 32
 END OF PLAN BOOK 4491
 END OF PLAN BOOK 4790
 PLAN 828 OF 1994
 PLAN 362 OF 1997
 PLAN 1185 OF 1997
 PLAN 1198 OF 1997
 PLAN 448 OF 1999
 PLAN 250 OF 2001
 PLAN 779 OF 2002
 PLAN 710 OF 2003
 PLAN 621 OF 2012

MASSACHUSETTS LAND COURT:
 LCC 12477A
 LCC 20214A
 LCC 20214B
 LCC 20214C
 CERT. NO. 113911



I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN JANUARY 30, 2020 AND NOVEMBER 9, 2021.

I CERTIFY THAT AS OF THE DATE OF THIS SURVEY, THE MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

DAMIEN J. RAFFLE, PLS (MA# 49629) DATE 12/07/2021
 DJR@FELDMANGEO.COM

20214 D
 LAND COURT
 DEC 20 2021
 FILED
 LOTS 9 THRU 14

20214-D

Exhibit B

Deed

[See Attached]

Land Off of Earle Street, Somerville, Massachusetts

QUITCLAIM DEED

BOYNTON YARDS LANDCO LLC, a Delaware limited liability company (“Grantor”), with a place of business at c/o Leggat McCall Properties LLC, 10 Post Office Square, Boston, Massachusetts 02109, hereby grants to the CITY OF SOMERVILLE, a municipal corporation within an address of 93 Highland Avenue, Somerville, Massachusetts 02143, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with QUITCLAIM COVENANTS,

Certain parcels and lots of land together with the improvements thereon, if any, situated in Somerville, Middlesex County, Massachusetts and described as follows (collectively, the “Premises”): (i) “Parcel B-3B” and “Lot 2C-2” on a plan of land entitled “Subdivision Plan of Land, 33 Earle Street, 101 South Street & 808 Windsor Street, Somerville, Mass.” by Feldman Geospatial, dated April 8, 2021, designated as Job No. 16670G and recorded with the Middlesex South District Registry of Deeds (the “Registry”) as Plan No. 871 of 2021, and (ii) Lots 9, 11 and 13 on a plan of land entitled “Subdivision Plan of Land, 2, 8 & 29 Harding Street (LCC No. 20214), Somerville, Mass.” by Feldman Geospatial, dated November 9, 2021 and filed with the Middlesex South District Registry District of the Land Court as Land Court Plan 20214-D (the “Registry District”).

EXCEPTING THEREFROM so much of the Premises as was taken by the City of Somerville for the layout of Earle Street as a public way by instrument dated July 14, 1927 and recorded with the Registry in Book 5127, Page 215, and as shown in the plan recorded with the Registry in Plan Book 401, Plan 4.

The Premises are further conveyed subject to, and with the benefit of, all rights, reservations, easements, restrictions and instruments of record so far as now in force and applicable.

Meaning and intending to convey certain portions of land conveyed to Grantor in the following deeds: (i) Quitclaim Deed dated December 17, 2019, recorded with the Registry in Book 73851, Page 568 and filed with the Registry District as Document No. 1831920, creating Certificate of Title 272297, (ii) Quitclaim Deed dated December 17, 2019, recorded with the Registry in Book 73851, Page 562 and filed with the Registry District as Document No. 1831918, creating Certificate of Title 272296, and (iii) Quitclaim Deed dated November 24, 2021, recorded with the Registry in Book 79266, Page 573.

Grantor is not taxed as a corporation for federal income tax purposes.

The consideration for this conveyance being less than One Hundred Dollars (\$100.00), there are no Massachusetts deed excise taxes payable under Massachusetts General Laws Chapter 64D.

[Signature appears on following page]

IN WITNESS WHEREOF, the undersigned has set his hands and seal this ____ day of _____, 2022.

BOYNTON YARDS LANDCO LLC,
a Delaware limited liability company

By: _____
Name: Francis X. Jacoby, III
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Francis X. Jacoby, III 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 as Authorized Signatory for Boynton Yards LandCo LLC, a Delaware limited liability company, as the voluntary act of the limited liability company.

Before me,

Notary Public:
My commission expires

Exhibit C

Easement Plan

[See Attached]

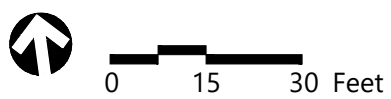
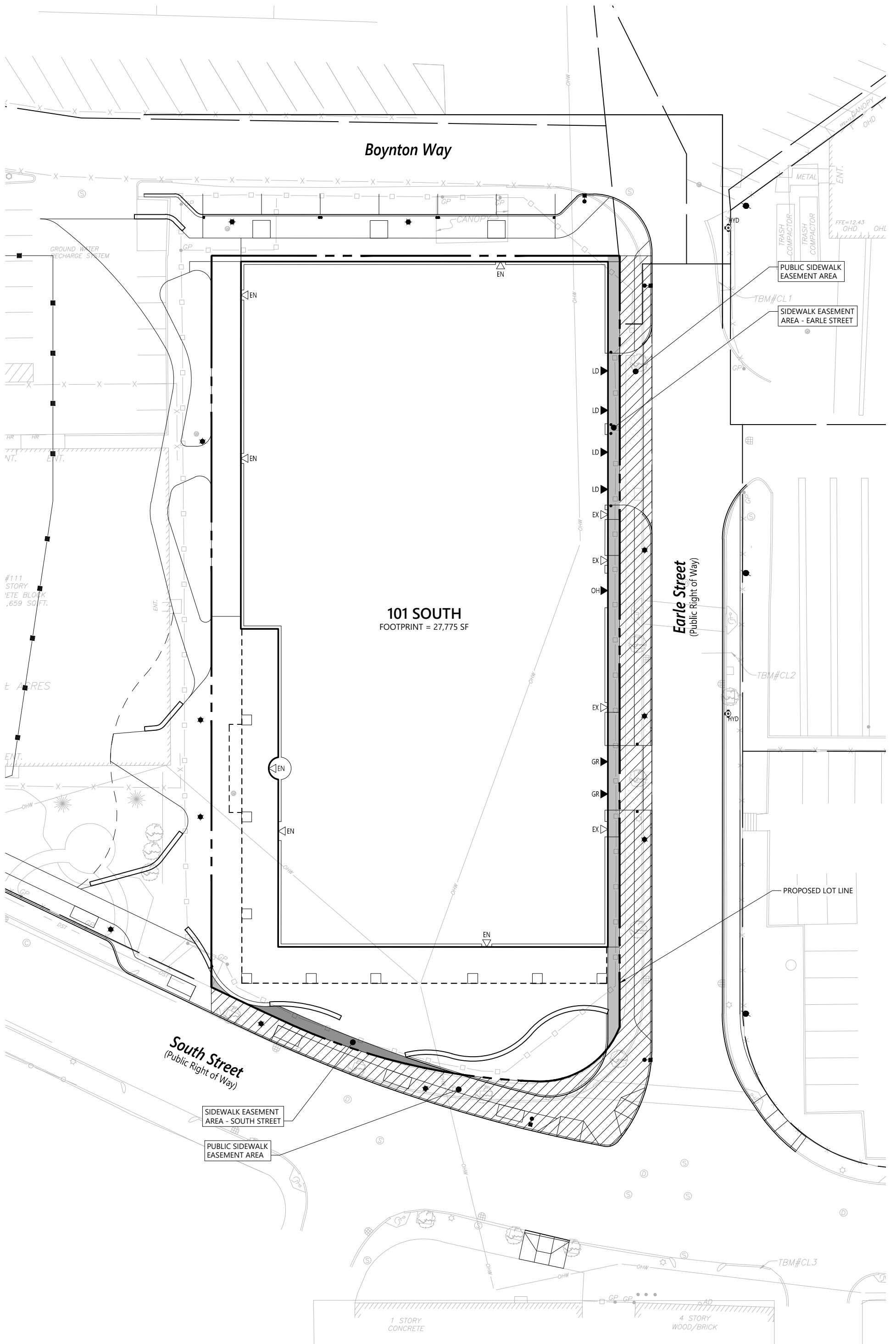


Exhibit D

Form of Easement Agreement

[See Attached]

5431347.6

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “Agreement”) is entered into as of _____, 202__, by the CITY OF SOMERVILLE, a municipal corporation with an address of 93 Highland Avenue, Somerville, Massachusetts 02143 (the “City”), and the Somerville Redevelopment Authority, a redevelopment authority organized and existing under M.G.L. c. 121B (the “SRA”), and SILICON PROPCO 2021, LLC, a Delaware limited liability company limited liability company, with an address of 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102 (“Owner”) (each, a “Party” and collectively, the “Parties”).

WITNESSETH:

A. Reference is hereby made to (i) a Master Plan Special Permit in Case MPSP2020-002 issued by the Planning Board of the City of Somerville as amended and restated in the Amended Master Plan Special Permit in Case MPSP21-0972, the “Master Plan Special Permit”); (ii) Planning Board Special Permit with Site Plan Review, dated May 3, 2018, recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 71165, Page 144 (the “Original SPSR Decision”); (iii) Planning Board Special Permit with Site Plan Review, dated December 13, 2018, recorded with the Registry in Book 72205, Page 381 (the “Revised SPSR Decision”); and (vi) that certain development covenant recorded with the Middlesex South Registry of Deeds in Book 79089, Page 1 (as the same may be amended from time to time, the “Development Covenant”) (the Master Plan Special Permit, Original SPSR Decision, Revised SPSR Decision and Development Covenant are, collectively, the “Project Approvals”).

B. Owner owns the property located at 101 South Street, Somerville, Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated by reference (the “Owner Property”).

C. The Owner Property is a portion of the larger mixed-use master plan project being developed in Boynton Yards (the “Master Plan Project”).

D. The City and the SRA are the owners of certain public rights of way adjacent to the Owner Property known as Earle Street and South Street, together with certain landscaped areas, bike lanes and portions of public sidewalks located or to be located adjacent thereto (collectively, the “Public Ways”), as shown on the plan attached hereto as Exhibit B (the “Easement Plan”).

E. In accordance with the Project Approvals, the City, the SRA and Owner desire to enter into this Agreement in order to grant to each other certain easements over portions of the Owner Property and the Public Ways, respectively, and to allocate certain maintenance responsibilities in connection therewith, all as more specifically set forth herein.

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

1. Grant of Easements to Owner. The City and the SRA each hereby grants to Owner, to the extent each has a fee ownership interest in the Public Ways, a non-exclusive easement on, over, across and through portions of the Public Ways identified on the Easement Plan as the “Public Sidewalk Easement Area” (the “Public Sidewalk Easement Area”) for (i) the purpose of exercising the Owner Maintenance Obligations (as defined below), and (ii) all other purposes as if the Public Sidewalk Easement Area were part of the Owner Property, including, without limitation, the installation, maintenance, replacement and repair of directional, wayfinding and property identification signage, lighting, utilities serving the Owner Property, seasonal decorations, special materials, street seating, decorative elements and other facilities and improvements and, subject to all required permits from the City, the usage of the same for individual tenants of the Owner Property (such as outdoor restaurant seating or retail kiosks) or events serving the Owner Property and/or the public (such as special events or activities or valet parking areas). Owner’s right hereunder shall include the right, with prior notice to the City, and any otherwise required permit from the City, to close the Public Ways and/or the Public Sidewalk Easement Area on a temporary basis from time to time for maintenance, repair and replacement of improvements thereto and for special events and activities. To the extent that any portion of the Public Sidewalk Easement Area has not yet been dedicated and conveyed to the City, and is owned in fee by Owner, the doctrine of merger shall not be applicable to any of the easements, rights, privileges, responsibilities, obligations and covenants contained herein with respect to the Public Sidewalk Easement Area and there shall be no merger of estates or interest created herein as a result of any unity of title or interest thereto or therein.

2. Grant of Easements to the City. Owner hereby grants to the City a non-exclusive permanent easement, in common with Owner and all others now or hereafter entitled thereto, on, over, across and through those certain portions of the Owner Property shown on the Easement Plan as (i) the “Sidewalk Easement Area – Earle Street” and (ii) “Sidewalk Easement Area – South Street” (collectively, the “Owner Sidewalk Easement Areas”) for the purpose of pedestrian access for the general public at all times, twenty four (24) hours a day, seven (7) days a week. The Parties agree that the rights of the general public hereunder to utilize such sidewalks for pedestrian access shall not be unreasonably curtailed. To the extent that the City acquires a fee simple interest in all or any portion of the Owner Sidewalk Easement Areas, the easement (or portion thereof) shall be merged into the superior interest of the City and shall cease to exist.

3. Owner Maintenance Obligations. Owner shall maintain, repair and replace, at Owner’s sole cost and expense, all sidewalks and landscaped areas within the Owner Sidewalk Easement Areas and the Public Sidewalk Easement Area, together with any improvements installed by Owner in the Owner Sidewalk Easement Areas and the Public Sidewalk Easement Area, 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 any then-applicable federal, state and City of Somerville standards, including but not limited to those related to accessibility

requirements for persons with disabilities. All of Owner's said responsibilities shall be referred to herein collectively as the "Owner Maintenance Obligations."

Owner shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under the Sidewalk Easement Area) (i) carry the types of insurance as would be carried by a reasonably prudent owner of real property; and (ii) upon written request of the City, deliver a certificate evidencing the insurance required hereunder and naming the City as an additional insured with respect to the Sidewalk Easement Area. **[NOTE: insurance coverage, limits, and the scope of the additional insured requirements to be mutually agreed upon by the parties.]**

4. City and SRA Maintenance Obligations. Except as specifically otherwise set forth herein as being Owner's responsibility, the City and the SRA shall each maintain and repair the Public Ways, to the extent each has a fee ownership interest in the Public Ways, in accordance with City standards for the maintenance of public ways.
5. Reservation of Rights. Owner hereby reserves the right to access the Owner Sidewalk Easement Areas for customary purposes incidental to Owner's ownership and development of the Owner Property, including, without limitation, the right to install, maintain, repair, and replace within the boundaries of the Owner Sidewalk Easement Areas, at Owner's sole expense, any and all utilities reasonably necessary in order to serve the land and improvements owned by Owner, so long as the same do not unreasonably, permanently interfere with the City's use of the Owner Sidewalk Easement Areas for the purposes granted hereunder and provided further that all required permits for such activities have been obtained from the appropriate authorities.
6. Permits and Approvals. Each Party shall at all times, as long as this Agreement remains in effect, obtain and maintain permits and approvals to the extent required by law for the exercise of such Party's rights and performance of its obligations hereunder. Notwithstanding the foregoing, if Owner is prohibited from complying with any of its obligations hereunder as a result of a City agency, department or official denying any such required permit or approval, Owner shall not be in default of its obligations hereunder for failure to fulfill the applicable obligation.
7. No Agency. Neither Party shall be deemed to be an agent of the other as a result of the Parties entering into, exercising their rights or performing their obligations under this Agreement.
8. Good Faith; Diligence. In performing the functions under this Agreement, both Parties shall act in good faith and reasonably cooperate with each other in all matters relating to the services to be provided by either Party under this Agreement. Both Parties shall furnish all information in their possession or control that either Party reasonably requests and that

is reasonably necessary in connection with performing duties and services under this Agreement.

9. No Third Party Beneficiaries. None of the duties and obligations of Owner, the City and the SRA under this Agreement shall in any way be construed as to create any liability for Owner, the City or the SRA with respect to third parties who are not parties to this Agreement.
10. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly given if (a) mailed by certified or registered mail, postage and registration charges prepaid, on the third day after deposit in US Mail; (b) by overnight delivery service with receipt, on the next business day after deposit with the delivery service; or (c) by hand delivery on the day of actual receipt, to the parties at the addresses set forth below:

The City: City of Somerville
 Somerville City Hall
 93 Highland Avenue
 Somerville, MA 02143
 Attention: Mayor

With a copy to: City of Somerville
 Somerville City Hall – Law Department
 93 Highland Avenue
 Somerville, MA 02143
 Attention: City Solicitor

The SRA: Somerville Redevelopment Authority

 Attention: _____

Owner: Silicon Propco 2021, LLC
 c/o TPG Real Estate Partners Investments LLC
 345 California Street, Suite 300
 San Francisco, CA 94104
 Attn: Jacob Muller

With a copy to: Kirkland & Ellis LLP
 300 North LaSalle
 Chicago, IL 60654
 Attn: Andrew Small, Esq.

11. The recitals set forth above are incorporated in and made a part of this Agreement.
12. This Agreement 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 and be binding upon the Parties and their successors and assigns. Neither the City nor the SRA shall assign its rights or obligations under this Agreement without Owner's prior written consent (which may be granted or withheld in Owner's sole discretion). Owner may assign its rights and/or obligations in whole or in part to any affiliate of Owner or to any owner of the Owner Property.
13. Upon ten (10) business days' prior notice, given upon the transfer, financing and/or refinancing of any portion of the Owner Property and otherwise no more than once a year, the City and the SRA shall each provide to Owner, Owner's purchaser or lender, as the case may be, an estoppel certificate stating, to its actual knowledge: (a) whether the City or the SRA, as applicable, knows of any defaults under this Agreement, and, if so, the nature thereof; (b) whether this Agreement has been assigned, modified or amended in any way and, if so, the nature thereof; and (c) that this Agreement is in full force and effect as of the date of the estoppel certificate.
14. No partner, member, shareholder, trustee, beneficiary, director, officer, manager or employee of Owner, or any partner of such parties, or any affiliate of any Party hereto, shall have any personal liability under this Agreement. In the event any person obtains a judgment against Owner in connection with this Agreement, such person's sole recourse shall be to the estate and interest of such party in and to its property described herein.
15. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held 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.
16. This Agreement 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 Agreement the date and year first written above.

OWNER:

SILICON PROPCO 2021, LLC

By: _____

Name:

Title:

THE CITY:

THE CITY OF SOMERVILLE

By: _____

Name: Katjana Ballantyne

Title: Mayor

Attest:

Approved as to form and legality:

By: _____

Name: Francis X. Wright, Jr.

Title: City Solicitor

THE SRA:

SOMERVILLE REDEVELOPMENT AUTHORITY

By: _____

Name:

Title:

EXHIBIT A

Owner Property Description

[To be inserted]

EXHIBIT B

Easement Plan

[see attached]

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