

EASEMENT

This EASEMENT (this "Easement") is entered into as of _____, 2012, by the CITY OF SOMERVILLE, MASSACHUSETTS, a municipal corporation with an address of City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143 (the "**Grantor**") in favor of STREET RETAIL, INC., a Maryland corporation with an address of 1626 East Jefferson Street, Rockville, Maryland 20852 ("**Grantee**") (each a "**Party**", and collectively, the "**Parties**").

WITNESSETH:

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 (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 (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 and affiliates of Grantee own the real property on which the Project 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 owner of certain roadways and a permanent roadway easement in the area now known as IKEA Way but which the Grantor intends to re-name (collectively, the "**Public Ways**") serving the Project, including the landscaped areas therein (collectively, the "**Landscaped Areas**"). Upon completion of construction, Grantor will be the owner 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, Sidewalks and the Shared Use Path are located within or adjacent to the Project.

D. Upon completion of construction, Grantee and/or one or more of its Affiliates will be the owner of portions of what appear to be wholly public sidewalks but are located on Grantee's property ("**Private Property**"). The Private Property is shown on the plan attached hereto as Exhibit C (the "**Private Property Plan**").

E. Prior to entering into this Easement, Grantor and Grantee have entered into that certain Maintenance Agreement (the "**Maintenance Agreement**") pursuant to which Grantee has various rights and obligations related to the Public Property, and the parties desire to enter into this Easement in order to (i) grant Grantee the easements and other rights in and to the Public Property as are reasonable or necessary in order for Grantee to exercise its rights under the Maintenance Agreement; and (ii) 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 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 and in the Usable Open Space Covenant (the "Open Space Covenant") between the Grantor and Grantee of even date herewith and recorded simultaneously herewith, the Maintenance Agreement and the other Open Space Agreements (as defined in the Maintenance Agreement), Grantee hereby grants to the 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 the 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 the 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: (a) Notice Activity and Use Limitation (100 Foley Street) dated September 1, 1999 and recorded in Book 30617, Page 88; (b) Notice of Activity and Use Limitation (Assembly Square Mall), dated November 6, 1997 and recorded in Book 27855, Page 506, as amended by First Amendment of an Activity and Use Limitation (Assembly Square Mall), dated May 17, 1999 and recorded in Book 30342, Page 63 and as further amended by Second Amendment to Notice of Activity and Use Limitation (133 Middlesex Ave.), dated September 26, 2006 and recorded in Book 48437, Page 386; (c) Notice of Activity and Use Limitation (H.K. Porter; 74 Foley Street), dated December 28, 1998 and recorded in Book 29646, Page 301; and (d) Notice of Activity and Use Limitation (100 Sturtevant Street), dated October 6, 2009 and recorded in Book 53648, Page 514 (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, Senior
Vice President – Development
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 assign; provided however that, notwithstanding the foregoing, at such time as the Private Property is owned by more than one party, such owners 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 _____, 2012, 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 _____, 2012, 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 GRANTEE PROPERTY

CERTAIN LAND LOCATED EASTERLY AND WESTERLY OF ASSEMBLY SQUARE DRIVE IN THE CITY OF SOMERVILLE, IN THE COUNTY OF MIDDLESEX AND THE COMMONWEALTH OF MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDELINE OF FOLEY STREET AT ITS NORTHEASTERLY TERMINUS AS SHOWN ON PLAN ENTITLED "EXHIBIT OF MASTER ARE-ENTIRE PREMISES PLAN OF LAND IN SOMERVILLE MASSACHUSETTS PREPARED FOR: STREET RETAIL INC." SCALE: 1"=40', DATED: NOVEMBER 28, 2011 AND PREPARED BY VANASSE HANGEN BRUSTLIN, INC.; THENCE

S 78°03'00" W	A DISTANCE OF ONE HUNDRED SIXTY THREE AND SEVENTY NINE HUNDREDTHS FEET (163.79') TO A POINT; THENCE
N 11°57'00" W	A DISTANCE OF FOUR AND NO HUNDREDTHS FEET (4.00') TO A POINT; THENCE
S 78°03'00" W	A DISTANCE OF NINETEEN AND SIXTY SEVEN HUNDREDTHS FEET (19.67') TO A POINT; THENCE
N 56°56'24" W	A DISTANCE OF TWENTY SIX AND FORTY SEVEN HUNDREDTHS FEET (26.47') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF TWO HUNDRED SEVENTY AND FIFTY NINE HUNDREDTHS FEET (270.59') TO A POINT; THENCE
N 78°03'36" E	A DISTANCE OF TWENTY THREE AND TWENTY FIVE HUNDREDTHS FEET (23.25') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF FIFTY SEVEN AND TWENTY TWO HUNDREDTHS FEET (57.22') TO A POINT; THENCE
S 78°03'36" W	A DISTANCE OF EIGHT AND TWENTY SIX HUNDREDTHS FEET (8.26') TO A POINT; THENCE
N 56°56'24" W	A DISTANCE OF TWENTY ONE AND NINETEEN HUNDREDTHS FEET (21.19') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF TWO HUNDRED SIXTY ONE AND THIRTY FOUR HUNDREDTHS FEET (261.34') TO A POINT; THENCE
N 33°03'36" E	A DISTANCE OF TWENTY FOUR AND TWENTY SEVEN HUNDREDTHS FEET (24.27') TO A POINT; THENCE
N 78°03'36" E	A DISTANCE OF SIX AND NINE HUNDREDTHS FEET (6.09') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF SIXTY AND NINETY TWO HUNDREDTHS FEET (60.92') TO A POINT; THENCE
S 78°03'36" W	A DISTANCE OF TWENTY THREE AND TWENTY FIVE HUNDREDTHS FEET (23.25') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF THREE HUNDRED SEVENTY ONE AND FOUR HUNDREDTHS FEET (371.04') TO A POINT; THENCE
N 78°03'36" E	A DISTANCE OF TWENTY EIGHT AND EIGHTY HUNDREDTHS FEET (28.80') TO A POINT; THENCE

S 57°19'48" E A DISTANCE OF THIRTEEN AND TWENTY HUNDREDTHS FEET (13.20') TO A POINT; THENCE

N 11°57'00" W A DISTANCE OF SIXTY NINE AND THREE HUNDREDTHS FEET (69.03') TO A POINT; THENCE

SOUTHEASTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A NON TANGENT CURVE HAVING A RADIUS OF NINETY NINE AND ZERO HUNDREDTHS FEET (99.00), A LENGTH OF TWENTY EIGHT AND TWENTY ONE HUNDREDTHS FEET (28.21) A CHORD LENGTH OF TWENTY EIGHT AND ELEVEN HUNDREDTHS FEET (28.11') WITH A CHORD BEARING OF S 39°11'16" E TO A POINT; THENCE

S 65°34'36" E A DISTANCE OF FOURTEEN AND FORTY FIVE HUNDREDTHS FEET (14.45') TO A POINT; THENCE

S 51°18'01" E A DISTANCE OF FORTY AND TWENTY EIGHT HUNDREDTHS FEET (40.28') TO A POINT; THENCE

S 56°20'08" E A DISTANCE OF SEVEN AND EIGHT HUNDREDTHS FEET (7.08') TO A POINT; THENCE

SOUTHEASTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO HUNDRED THIRTY NINE AND ZERO HUNDREDTHS FEET (239.00), A LENGTH OF SEVENTY ONE AND THIRTY THREE HUNDREDTHS FEET (71.33) TO A POINT; THENCE

N 65°09'17" E A DISTANCE OF TWELVE AND THIRTY EIGHT HUNDREDTHS FEET (12.38') TO A POINT; THENCE

EASTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A NON TANGENT CURVE HAVING A RADIUS OF TWO HUNDRED THIRTY ONE AND ZERO HUNDREDTHS FEET (231.00), A LENGTH OF ONE HUNDRED FIVE AND SIXTY FOUR HUNDREDTHS FEET (105.64), A CHORD LENGTH OF ONE HUNDRED FOUR AND SEVENTY TWO HUNDREDTHS FEET (104.72') WITH A CHORD BEARING OF S 88°50'21" E TO A POINT; THENCE

N 78°03'36" E A DISTANCE OF EIGHTY FIVE AND NINETY TWO HUNDREDTHS FEET (85.92') TO A POINT; THENCE

S 11°56'24" E A DISTANCE OF EIGHT AND ZERO HUNDREDTHS FEET (8.00') TO A POINT; THENCE

N 78°03'36" E A DISTANCE OF SIXTY FOUR AND EIGHTY THREE HUNDREDTHS FEET (64.83') TO A POINT; THENCE

EASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO HUNDRED EIGHTY NINE AND ZERO HUNDREDTHS FEET (289.00), A LENGTH OF ONE HUNDRED FIFTY AND TWENTY SIX HUNDREDTHS FEET (150.26) TO A POINT; THENCE

N 84°11'02" E A DISTANCE OF EIGHTEEN AND SEVENTY HUNDREDTHS FEET (18.70') TO A POINT; THENCE

EASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A NON TANGENT CURVE HAVING A RADIUS OF TWO HUNDRED NINETY SEVEN AND ZERO HUNDREDTHS FEET (297.00), A LENGTH OF TWENTY FOUR AND TWO HUNDREDTHS FEET (24.02) AND A CHORD LENGTH OF TWENTY FOUR AND TWO HUNDREDTHS FEET (24.02') WITH A CHORD BEARING OF S 66°31'37" E TO A POINT; THENCE

S 64°12'35" E A DISTANCE OF ONE HUNDRED EIGHTEEN AND TWENTY HUNDREDTHS FEET (118.20') TO A POINT; THENCE

SOUTHEASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO HUNDRED FIFTEEN AND ZERO HUNDREDTHS FEET (215.00), A LENGTH OF ONE HUNDRED EIGHTY SIX AND TWENTY SEVEN HUNDREDTHS FEET (186.27) TO A POINT; THENCE

Exhibit A

S 56°56'24" E A DISTANCE OF TWENTY THREE AND FORTY ONE HUNDREDTHS FEET (23.41') TO A POINT; THENCE

N 78°03'36" E A DISTANCE OF ONE HUNDRED FIFTY THREE AND FIFTY TWO HUNDREDTHS FEET (153.52') TO A POINT; THENCE

N 89°56'53" E A DISTANCE OF THIRTY AND THIRTY SIX HUNDREDTHS FEET (30.36') TO A POINT; THENCE

S 00°02'58" E A DISTANCE OF FOUR HUNDRED THIRTY ONE AND TWELVE HUNDREDTHS FEET (431.12') TO A POINT; THENCE

S 01°06'29" E A DISTANCE OF TWENTY TWO AND FIFTY NINE HUNDREDTHS FEET (22.59') TO A POINT; THENCE

S 02°47'54" W A DISTANCE OF TWO HUNDRED ELEVEN AND SIXTY EIGHT HUNDREDTHS FEET (211.68') TO A POINT; THENCE

S 01°47'52" W A DISTANCE OF TWENTY FOUR AND FIVE HUNDREDTHS FEET (24.05') TO A POINT; THENCE

SOUTHERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF THREE HUNDRED AND ZERO HUNDREDTHS FEET (300.00), A LENGTH OF THIRTY TWO AND EIGHTY HUNDREDTHS FEET (32.80) TO A POINT; THENCE

S 04°27'59" E A DISTANCE OF FOUR HUNDRED SIXTY AND NINETY EIGHT HUNDREDTHS FEET (460.98') TO A POINT; THENCE

S 78°05'31" W A DISTANCE OF ONE HUNDRED FORTY FIVE AND NINETEEN HUNDREDTHS FEET (145.19') TO A POINT; THENCE

N 11°33'55" W A DISTANCE OF THIRTY TWO AND NINETY NINE HUNDREDTHS FEET (32.99') TO A POINT; THENCE

S 78°05'37" W A DISTANCE OF THREE HUNDRED TWENTY FOUR AND FIFTY NINE HUNDREDTHS FEET (324.59') TO A POINT; THENCE

S 68°47'57" W A DISTANCE OF EIGHTY NINE AND TWENTY ONE HUNDREDTHS FEET (89.21') TO A POINT; THENCE

S 44°51'41" W A DISTANCE OF ONE HUNDRED FOUR AND THIRTY FIVE HUNDREDTHS FEET (104.35') TO A POINT; THENCE

S 57°59'12" W A DISTANCE OF FORTY FOUR AND ELEVEN HUNDREDTHS FEET (44.11') TO A POINT; THENCE

S 41°57'06" W A DISTANCE OF EIGHT AND THIRTY TWO HUNDREDTHS FEET (8.32') TO A POINT; THENCE

S 41°57'06" W A DISTANCE OF ONE HUNDRED FOURTEEN AND TWELVE HUNDREDTHS FEET (114.12') TO A POINT; THENCE

N 35°18'16" W A DISTANCE OF ONE HUNDRED FIFTY EIGHT AND THIRTY TWO HUNDREDTHS FEET (158.32') TO A POINT; THENCE

S 11°56'24" E A DISTANCE OF SEVENTY TWO AND FORTY TWO HUNDREDTHS FEET (72.42') TO A POINT; THENCE

SOUTHERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO HUNDRED AND ZERO HUNDREDTHS FEET (200.00), A LENGTH OF FORTY SEVEN AND SEVENTY THREE HUNDREDTHS FEET (47.73) TO A POINT; THENCE

Exhibit A

S 22°52'51" E A DISTANCE OF EIGHTY TWO AND FORTY THREE HUNDREDTHS FEET (82.43') TO A POINT; THENCE

N 35°18'16" W A DISTANCE OF SIX HUNDRED TWENTY SIX AND SEVENTEEN HUNDREDTHS FEET (626.17') TO A POINT; THENCE

NORTHWESTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF FORTY FOUR AND ZERO HUNDREDTHS FEET (44.00), A LENGTH OF FIFTY ONE AND EIGHTEEN HUNDREDTHS FEET (51.18') TO A POINT; THENCE

NORTHEASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A NON-TANGENT CURVE HAVING A RADIUS OF FORTY FOUR AND NO HUNDREDTHS FEET (44.00'), A LENGTH OF FOUR AND NINETY NINE HUNDREDTHS FEET(4.99') AND A CHORD LENGTH OF FOUR AND NINETY NINE HUNDREDTHS FEET (4.99') WITH A CHORD BEARING OF N 81°17'46" E TO A POINT; THENCE

N 84°08'58" E A DISTANCE OF FIFTY THREE AND SEVENTY NINE HUNDREDTHS FEET (53.79') TO A POINT; THENCE

N 78°02'50" E A DISTANCE OF SIXTY EIGHT AND TWENTY FIVE HUNDREDTHS FEET (68.25') TO A POINT; THENCE

NORTHEASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A NON-TANGENT CURVE HAVING A RADIUS OF THIRTY FOUR AND ZERO HUNDREDTHS FEET (34.00), A LENGTH OF TWENTY AND FIFTY ONE HUNDREDTHS FEET (20.51) AND A CHORD LENGTH (20.20') FEET WITH A CHORD BEARING OF N 60°46'02" E TO A POINT (BEING THE POINT OF COMMENCEMENT OF THE HEREINAFTER EXCLUDED AREA); THENCE

N 11°57'10" W A DISTANCE OF SIX AND THREE HUNDREDTHS FEET (6.03') TO A POINT; THENCE

N 78°03'00" E A DISTANCE OF FOUR HUNDRED SEVENTEEN AND THIRTY FOUR HUNDREDTHS FEET (417.34') TO A POINT; THENCE

N 11°55'41" W A DISTANCE OF FIFTY AND ZERO HUNDREDTHS FEET (50.00') TO THE INITIAL POINT OF BEGINNING.

EXCLUDING THEREFROM THE FOLLOWING AREA, COMMENCING FROM THE END OF THE FOURTH PREVIOUS CALL; THENCE

N 11°57'10" W A DISTANCE OF SIX AND THREE HUNDREDTHS FEET (6.03') TO A POINT; THENCE

N 78°03'00" E A DISTANCE OF TWO HUNDRED NINETY TWO AND SIXTY THREE HUNDREDTHS FEET (292.63') TO A POINT; THENCE

S 11°57'10" E A DISTANCE OF TWELVE AND SEVENTY EIGHT HUNDREDTHS FEET (12.78') TO A POINT; THENCE

S 78°03'36" W A DISTANCE OF SIXTY SEVEN AND NINETY TWO HUNDREDTHS FEET (67.92') TO A POINT; THENCE

S 11°56'24" E A DISTANCE OF SEVEN AND TWENTY FIVE HUNDREDTHS FEET (7.25') TO A POINT; THENCE

S 78°03'36" W A DISTANCE OF FIVE AND THIRTY HUNDREDTHS FEET (5.30') TO A POINT; THENCE

S 11°56'24" E A DISTANCE OF FOUR HUNDRED FORTY SIX AND TWENTY FIVE HUNDREDTHS FEET (446.25') TO A POINT; THENCE

SOUTHEASTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWENTY AND ZERO HUNDREDTHS FEET (20.00), A LENGTH OF FOURTEEN AND EIGHTY FIVE HUNDREDTHS (14.85) TO A POINT; THENCE

Exhibit A

EASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF THIRTY NINE AND ZERO HUNDREDTHS FEET (39.00) , A LENGTH OF FIFTY SIX AND EIGHTY NINE HUNDREDTHS FEET (56.89) TO A POINT; THENCE
S 41°57'06" W	A DISTANCE OF ONE HUNDRED FOURTEEN AND TWELVE HUNDREDTHS FEET (114.12') TO A POINT; THENCE
N 35°18'16" W	A DISTANCE OF ONE HUNDRED FIFTY EIGHT AND THIRTY TWO HUNDREDTHS FEET (158.32') TO A POINT; THENCE
N 11°56'24" W	A DISTANCE OF THREE HUNDRED SEVENTY FOUR AND EIGHTY HUNDREDTHS FEET (374.80') TO A POINT; THENCE
NORTHWESTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWENTY AND ZERO HUNDREDTHS FEET (20.00), A LENGTH OF THIRTY ONE AND FORTY TWO HUNDREDTHS (31.42) TO A POINT; THENCE
S 78°02'50" W	A DISTANCE OF ONE HUNDRED TWENTY AND SEVENTY ONE HUNDREDTHS FEET (120.71') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE RIGHT ALONG THE ARC OF A NON-TANGENT CURVE HAVING A RADIUS OF THIRTY FOUR AND ZERO HUNDREDTHS FEET (34.00), A LENGTH OF TWENTY AND FIFTY ONE HUNDREDTHS FEET (20.51) AND A CHORD LENGTH OF TWENTY AND TWENTY HUNDREDTHS FEET (20.20') WITH A CHORD BEARING OF N 60°46'02" E TO THE POINT OF COMMENCEMENT. THE ABOVE EXCLUDED AREA CONTAINS 52,710.4 SQ. FT OR 1.21 ACRES OF LAND IN SOMERVILLE MASSACHUSETTS AND IS SHOWN AS PARCEL 2D REV. ON THE ABOVE SAID PLAN.








THE ABOVE DESCRIBED PARCELS EXCLUDING ABOVE MENTIONED PARCEL CONTAIN A TOTAL OF 1,260,385 SQ. FT OR 28.93 ACRES OF LAND IN SOMERVILLE MASSACHUSETTS AND IS SHOWN ON THE ABOVE SAID PLAN AS THE "ENTIRE PREMISES".

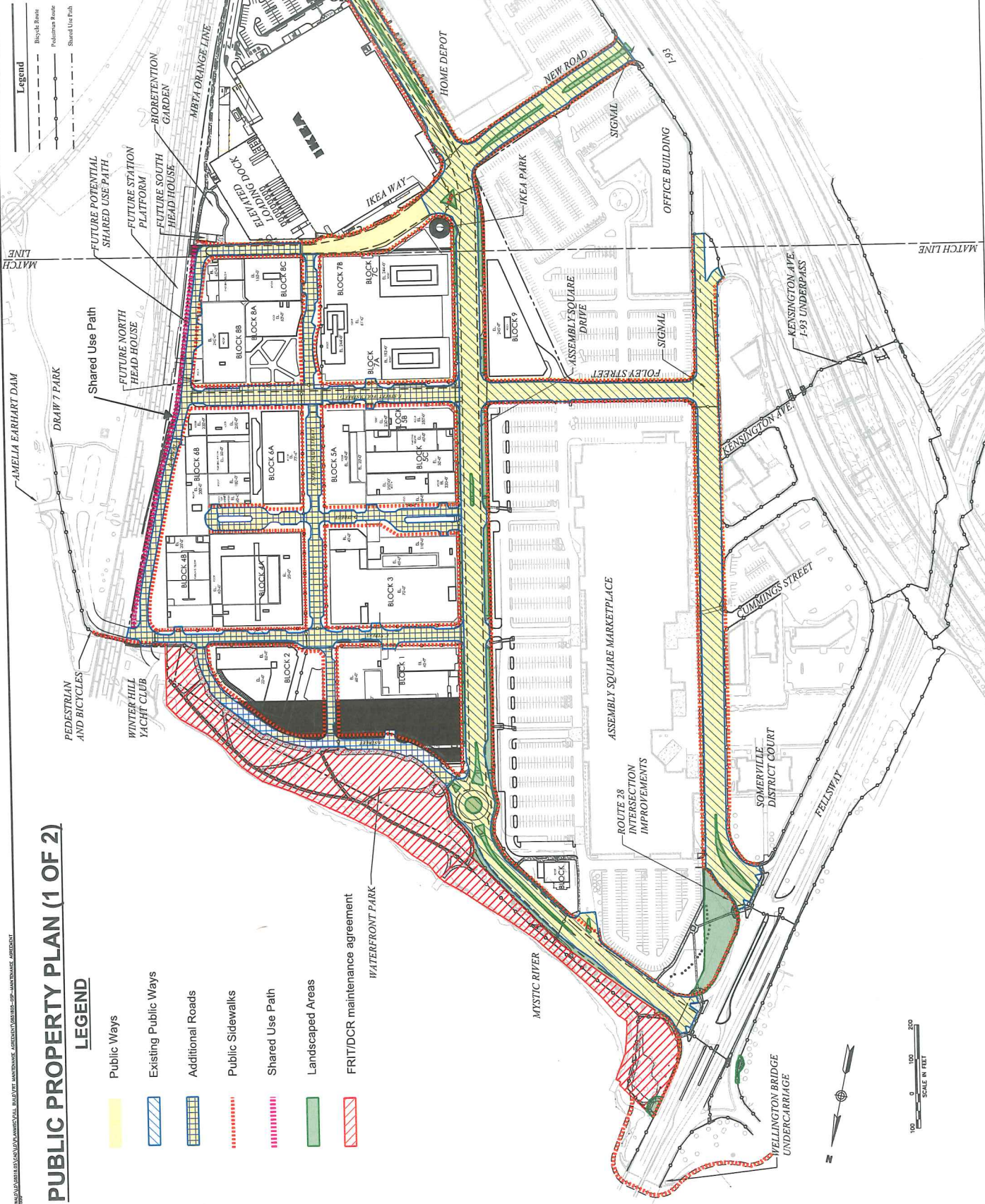
THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS, RESTRICTIONS AND MATTERS OF RECORD AS OF THE DATE HEREOF.

EXHIBIT B
 PUBLIC PROPERTY
 PLAN

PUBLIC PROPERTY PLAN (1 OF 2)

LEGEND

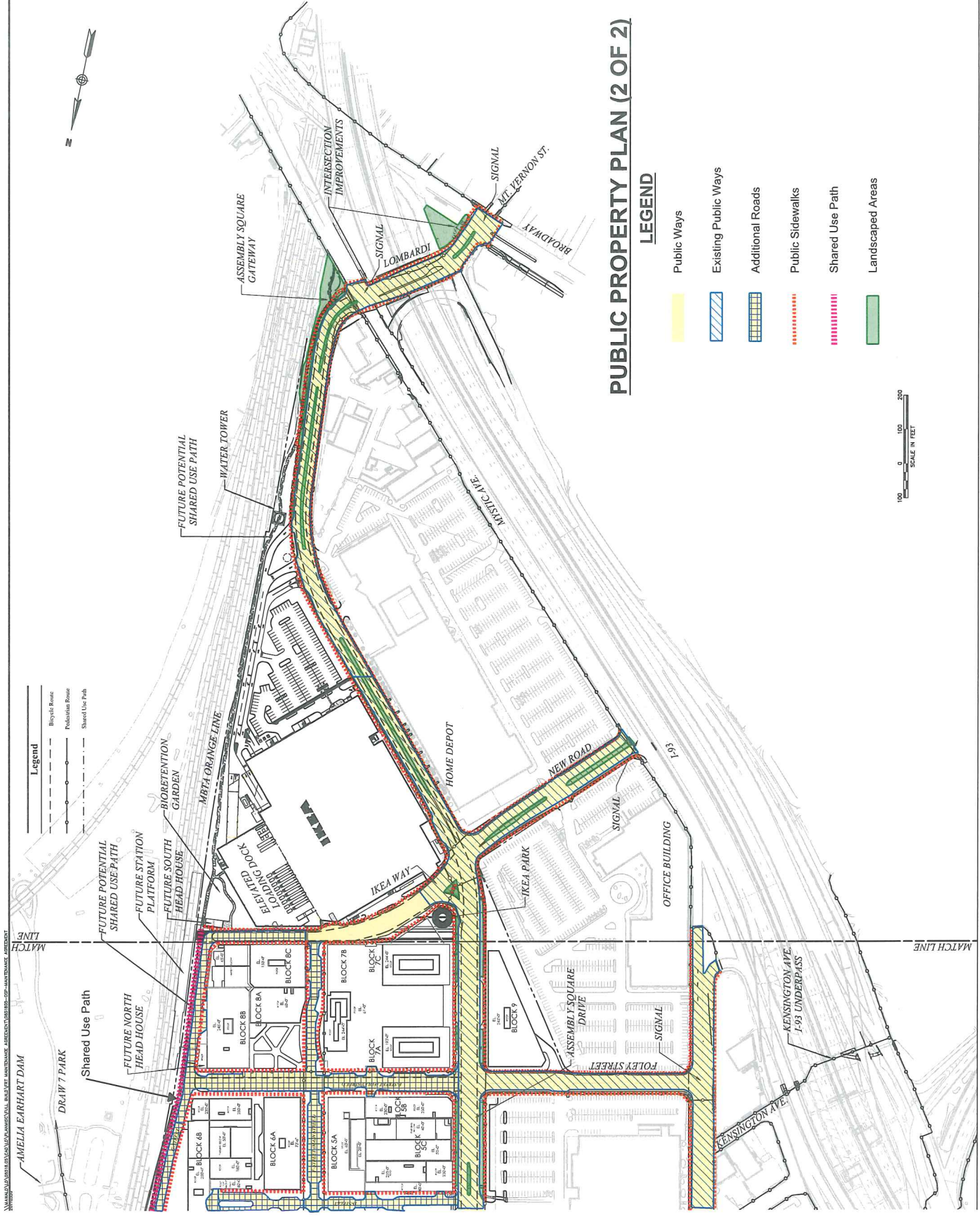
-  Public Ways
-  Existing Public Ways
-  Additional Roads
-  Public Sidewalks
-  Shared Use Path
-  Landscaped Areas
-  FRIT/DCR maintenance agreement



NO.	DATE	BY	DESCRIPTION
1	10/22/2010
2
3
4
5
6
7
8
9
10

Amended Preliminary
 Master Plan
 Planned Unit Development
 Preliminary Master Plan
 Somerville, Massachusetts
 Submission of Amended
 Preliminary Master Plan
 Not Approved for Construction
 Drawing No. **C-4**
 Overall Site Plan 1





Legend

- Bicycle Route
- - - Pedestrian Route
- · - · Shared Use Path

Shared Use Path

- - - FUTURE POTENTIAL SHARED USE PATH
- - - FUTURE NORTH HEAD HOUSE
- - - FUTURE SOUTH HEAD HOUSE
- - - FUTURE STATION PLATFORM
- - - BI-RETENTION GARDEN
- - - WATER TOWER
- - - FUTURE POTENTIAL SHARED USE PATH

PUBLIC PROPERTY PLAN (2 OF 2)

- LEGEND**
- Public Ways
 - Existing Public Ways
 - Additional Roads
 - Public Sidewalks
 - Shared Use Path
 - Landscaped Areas



No.	Revision	Date	By	Checked By	Scale

Approved by: **MGJ** Date: **10/22/2010**
 Checked by: **MGJ** Date: **10/22/2010**
 Drawn by: **MGJ** Date: **10/22/2010**
 Project No.: **10-00000000-0000-0000-0000-00000000**
 Project Name: **Assembly Square Drive**
 Location: **Somerville, Massachusetts**

Submitted for Approval: **10/22/2010**
 Submitted by: **MGJ**
 Overall Site Plan 2



Vannese Horigen Brustlin, Inc.
 Transportation
 and Development
 Engineering Services
 101 Walnut Street, P.O. Box 0151
 South Norwalk, CT 06854
 617.924.1770 • FAX 617.924.2286

LEGEND	
	RIGHT OF WAY
	BUILDING OUTLINE
	FACE OF CURB
	PRIVATE SIDEWALK



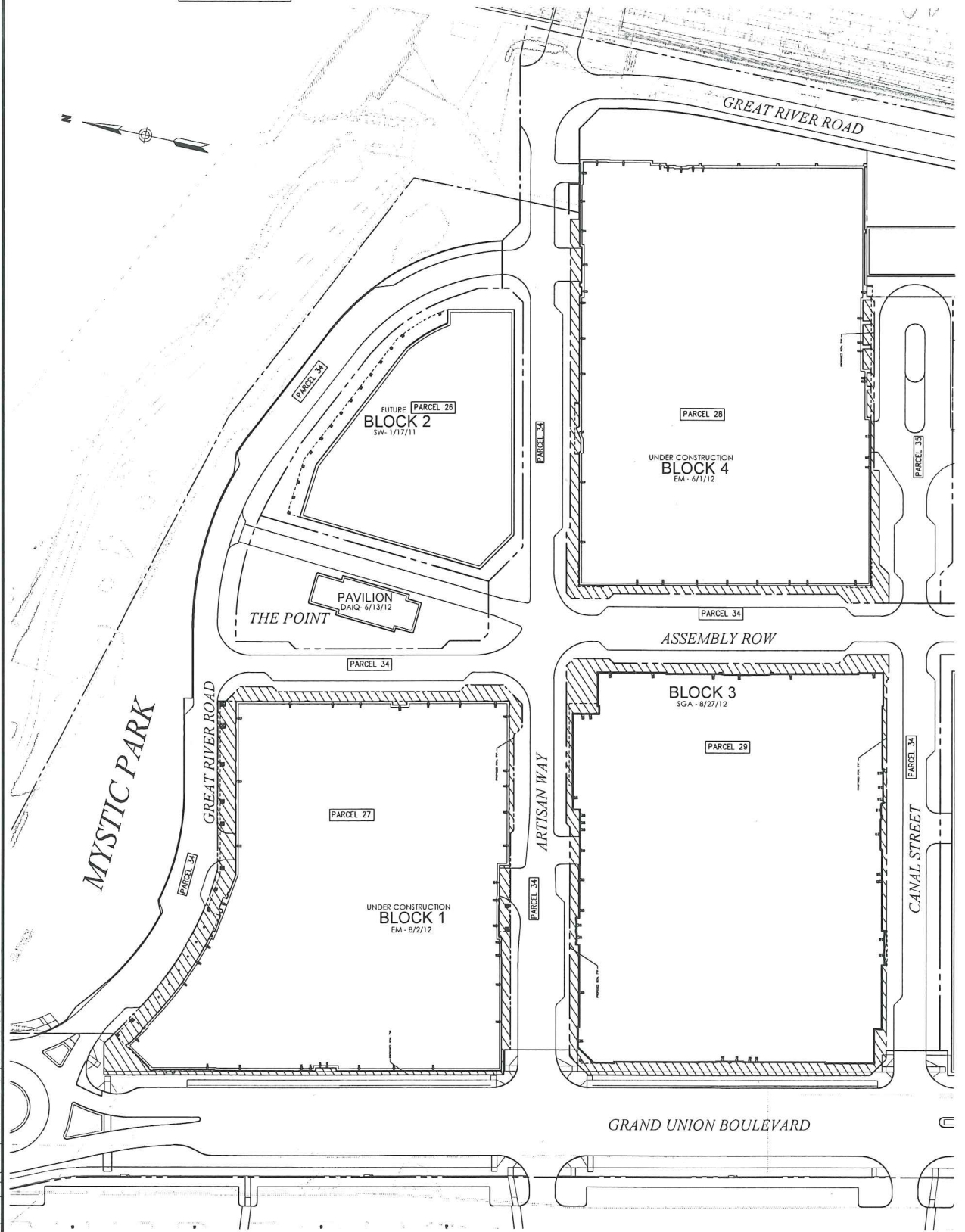
EXHIBIT C PRIVATE PROPERTY PLAN

Assembly Row
 Sidewalk Easement
 Plan
 Assembly Square Drive
 South Norwalk, MA

Not Approved for Construction
 Drawing Title

Sheet
C-1
 OF
 1
 DATE
 08/13/12

DESIGNED: SEYMOUR FARBERMAN PLANNING



L:\PROJECTS\2012\ASSEMBLY ROW SIDEWALK EASEMENT PLAN\ASSEMBLY ROW SIDEWALK EASEMENT PLAN

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 clude 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.