

## AMENDED AND RESTATED EASEMENT AGREEMENT

**FR STURTEVANT STREET, LLC**, a Delaware limited liability company, **STREET RETAIL, INC.**, a Maryland corporation, **SRI ASSEMBLY ROW B2, LLC**, a Delaware limited liability company, **SRI ASSEMBLY ROW B3, LLC**, a Delaware limited liability company, **SRI ASSEMBLY ROW B5, LLC**, a Delaware limited liability company, **SRI ASSEMBLY ROW B6, LLC**, a Delaware limited liability company, **SRI ASSEMBLY ROW B7, LLC**, a Delaware limited liability company, **SRI ASSEMBLY ROW B8, LLC**, a Delaware limited liability company, and **SRI ASSEMBLY ROW B9, LLC**, a Delaware limited liability company (collectively, the "Grantor"), for One Dollar (\$1.00), hereby grants to the **CITY OF SOMERVILLE**, a Massachusetts body corporate and politic with a usual place of business at 93 Highland Avenue, Somerville, MA 02143 ("Grantee"), a non-exclusive **PERMANENT HIGHWAY EASEMENT** over Parcels labeled as **Permanent Easements E-3, E-4A and E-4B** described in the plans ("Plan") attached hereto as Exhibit A, entitled "Permanent Highway Easement Amended Plan of Land, Assembly Square Drive, Foley Street, & IKEA Way in the City of Somerville, Massachusetts, Middlesex County", dated January 13, 2012, prepared by Vanasse Hangen Brustlin, Inc., consisting of 2 Sheets, the metes and bounds description of which is attached hereto as Exhibit B (collectively, the "Easement Area").

Grantee shall be entitled to use the Easement Area for pedestrian, bicycle, and vehicular travel by the general public and all other uses associated with a public roadway, including without limitation, public sidewalks (including the right to permit outdoor cafes and similar uses); curb cuts; underground water, sewer, gas, electricity, cable, and other utilities; traffic signals; signage; public art; street lights; street furniture; and streetscape.

Until such time as the Easement Area is open for travel for the general public, Grantor reserves the right to use the Easement Area for purposes of access to all property owned by Grantor or its affiliates (or their successors and assigns) and related activities provided that Grantor will make reasonable to not interfere with the rights of Grantee hereunder.

Grantee shall (and/or shall cause the general contractor(s) responsible for performing any work in the Easement Areas): (i) carry the types of insurance, and in the minimum amounts, listed on Exhibit C; and (ii) prior to the commencement of any work, deliver a certificate evidencing the insurance required hereunder and naming Grantor as an additional insured on the general commercial liability policy.

Notwithstanding the foregoing, until such time as the Easement Area is open for travel for the general public, Grantee and its agents, contractors, subcontractors, and employees shall comply with the AULs and the MCP (defined below).

Reference is hereby made to that certain Notice of Activity and Use Limitation made as of September 1, 1999 by SBH II Somerville LLC, recorded with the Middlesex

South District Registry of Deeds ("Recorded") in Book 2964, Page 302 with respect to Release Tracking Number ("RTN") 3-0434, and that certain Notice of Activity and Use Limitation made as of December 28, 1998 by SBH II Somerville LLC Recorded in Book 30617, Page 88 with respect to RTN 3-0649 (collectively, the "AULs") [**TO BE CONFIRMED**]. All use of the easement granted herein shall be in accordance with all of the terms, provisions, obligations and conditions set forth in the AULs and all applicable Laws, including without limitation the provisions of Chapter 21E of the Massachusetts General Laws, the Massachusetts Contingency Plan, 310 CMR 40.0000 *et seq.* (the "MCP"). Grantee's Licensed Site Professional ("LSP") shall be responsible for obtaining all permits and approvals that may be necessary to perform any activities within the Easement Area, 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 on the Easement Area during the period between the granting of the easement herein and the Grantee's acceptance of a public dedication of the Easement Area, and shall properly dispose of any such waste at Grantee's sole cost and expense. Until the aforementioned dedication and acceptance of the Easement Area, all submittals and filings made by the Grantee's LSP required under or in connection with the AULs and the MCP shall be promptly delivered to Grantor after submittal (but in no event later than fifteen (15) days after submittal or filing). Notwithstanding anything to the contrary herein, this paragraph is intended to impose obligations and liability on contractors and subcontractors claiming the right to use the easement through the Grantee and to allow Grantor to enforce all rights and privileges of Grantee against those contractors and subcontractors, with which enforcement Grantee will reasonably cooperate (but at no cost to Grantee), and under no circumstances shall the City of Somerville have any obligations or liability hereunder.

This Easement is made of Grantor's free will. Grantor waives its right to an appraisal and compensation. Grantor has been advised of its rights for just compensation under the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This easement is made without prejudice to Grantor's rights in settlement of any claims for damages that may hereafter appear.

The Easement Area being a portion of the same premises acquired by Grantor by Deed dated July 10, 2010 recorded with the Middlesex South District Registry of Deeds in Book 54960, Page 476. See also Confirmatory Deed in Book 55630, Page 131.

This Amended and Restated Easement Agreement ***supersedes and replaces in its entirety*** that certain Easement Agreement by and between Grantor and Grantee dated January 13, 2010 and recorded with the Middlesex South Registry of Deeds in **Book 54157, Page 239**. The Easement in Book 54157, Page 239 is no longer in force and effect and Grantee shall be deemed to have released all right, title and interest thereunder.

EXECUTED UNDER SEAL this \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

**GRANTOR**

**STREET RETAIL, Inc.**, a Maryland corporation, in its individual capacity and as authorized signatory on behalf of SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, and SRI Assembly Row B9, LLC, each a Delaware limited liability company

By:

\_\_\_\_\_  
Dawn M. Becker, Executive Vice President  
— General Counsel and Secretary

**FR STURTEVANT STREET, LLC,**

By: FR Sturtevant Street, Inc., a Delaware corporation, its sole member

By: \_\_\_\_\_  
Dawn Becker, Vice President  
General Counsel & Secretary

**GRANTEE:**

**CITY OF SOMERVILLE**

By: \_\_\_\_\_  
Joseph A. Curtatone  
Its: Mayor

COMMONWEALTH OF MASSACHUSETTS  
Middlesex County

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned Notary Public, personally appeared the above-named Joseph A. Curtatone, Mayor of the City of Somerville, proved to me by my own knowledge of the identity of the signatory to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Qualified in Massachusetts

COMMONWEALTH/STATE OF \_\_\_\_\_

\_\_\_\_\_, SS

On this \_\_\_\_ day of December, 2011, before me, the undersigned notary public, personally appeared Dawn M. Becker, as Executive Vice President – General Counsel and Secretary of Street Retail, Inc., and as Vice President, General Counsel & Secretary of FR Sturtevant Street, Inc., the sole member of FR Sturtevant Street, LLC, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, in such capacity for its stated purpose on behalf of Street Retail, Inc., a Maryland corporation, in its individual capacity and as authorized signatory on behalf of FR Sturtevant Street, LLC, SRI Assembly Row B2, LLC, SRI Assembly Row B3, LLC, SRI Assembly Row B5, LLC, SRI Assembly Row B6, LLC, SRI Assembly Row B7, LLC, SRI Assembly Row B8, LLC, and SRI Assembly Row B9, LLC, each a Delaware limited liability company and on behalf of FR Sturtevant Street, Inc., as sole member of FR Sturtevant Street, LLC.

SEAL

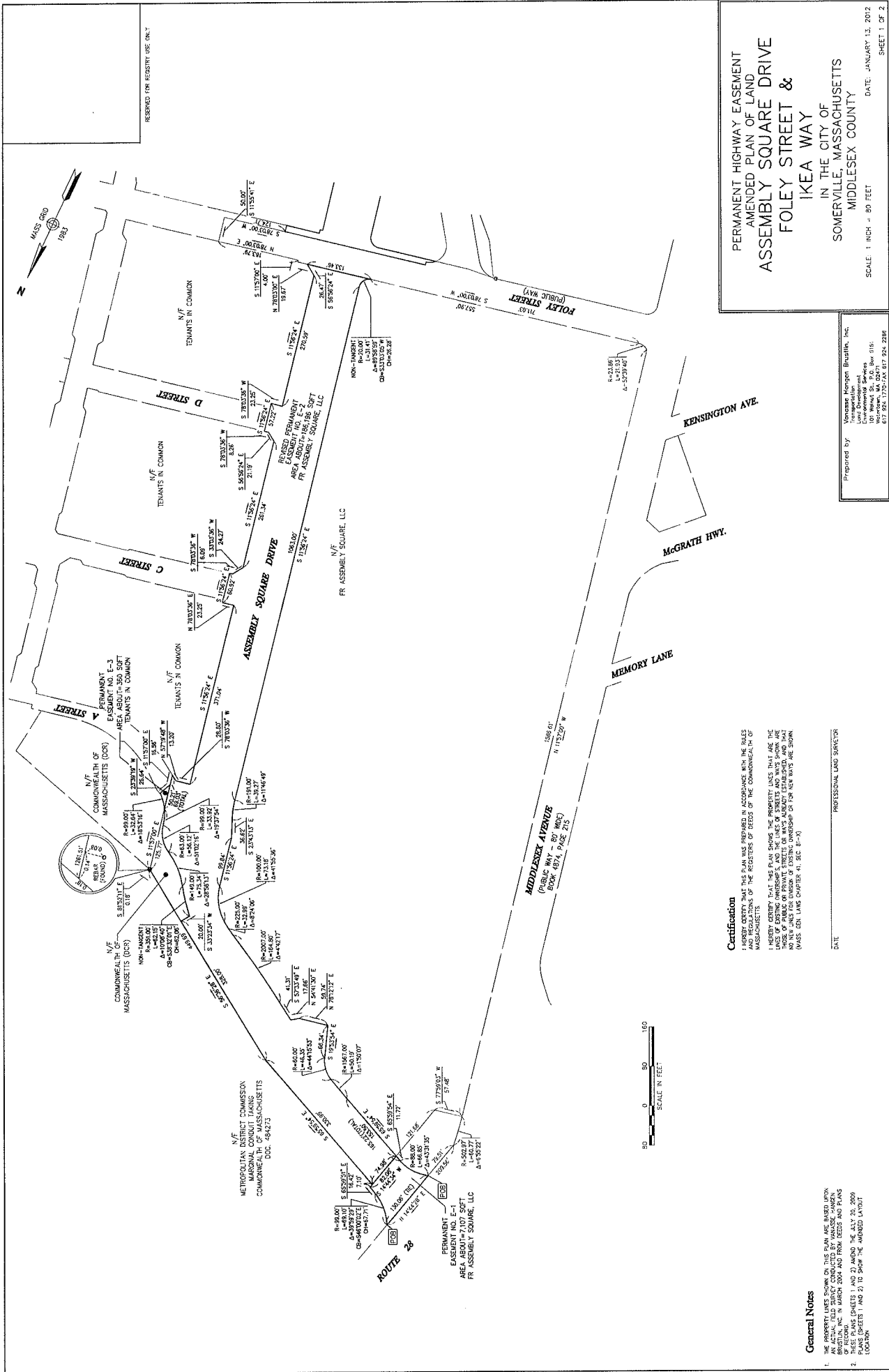
\_\_\_\_\_  
Notary Public

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



**Exhibit A**  
**Easement Plan**

RESERVED FOR REGISTRY USE ONLY



### Certification

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I, THE REGISTER, DO NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DO I GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED IN ANY OTHER PLAN OR MAP. THE PLAN, BOOK, PAGE, AND DATE ARE THE ONLY INFORMATION THAT THE REGISTER CAN GUARANTEE. THE REGISTER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN ANY OTHER PLAN OR MAP.

DATE: \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR

### General Notes

1. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON THE ACTUAL FIELD SURVEY CONDUCTED BY VANESSA MCGRATH, INC. IN MARCH 2004 AND FROM DEEDS AND PLANS.
2. THESE PLANS (SHEETS 1 AND 2) AMEND THE JULY 20, 2009 PLANS (SHEETS 1 AND 2) TO SHOW THE AMENDED LAYOUT.

PERMANENT HIGHWAY EASEMENT  
AMENDED PLAN OF LAND  
ASSEMBLY SQUARE DRIVE  
FOLEY STREET &  
IKEA WAY

IN THE CITY OF  
SOMERVILLE, MASSACHUSETTS  
MIDDLESEX COUNTY

SCALE: 1" = 80 FEET

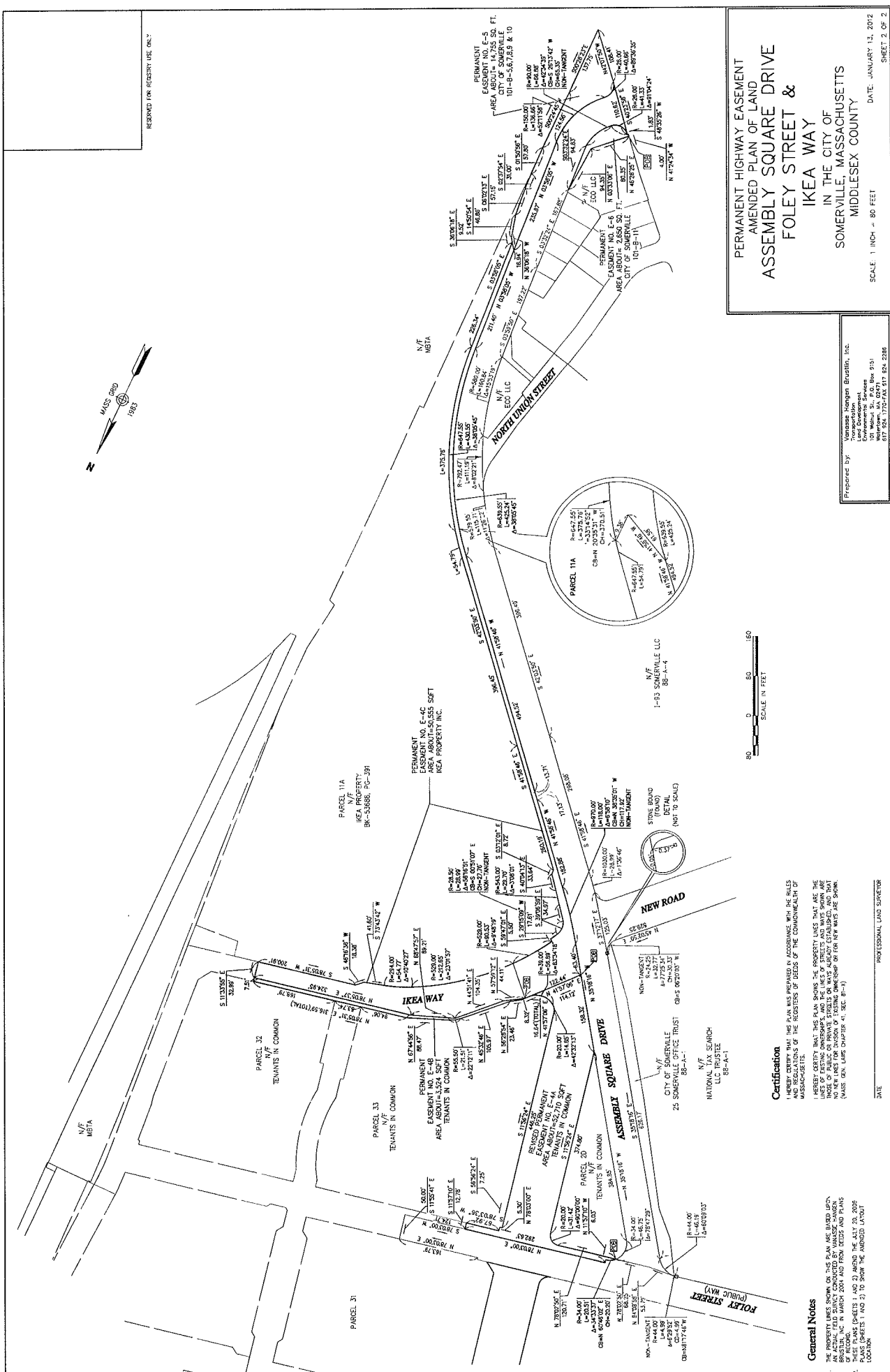
DATE: JANUARY 13, 2012

SHEET 1 OF 2

Prepared by: Vanessa McGrath, Inc.  
Transportation  
Engineering  
100 West Street, 2nd Floor  
Somerville, MA 02143  
617.864.1770 FAX 617.864.2888

\\MAMLDV\00818\00818.dwg (Registery Plans)\00818-Road-Accent-2012.dwg

RESERVED FOR REGISTRY USE ONLY.



PERMANENT HIGHWAY EASEMENT  
AMENDED PLAN OF LAND  
ASSEMBLY SQUARE DRIVE  
FOLEY STREET &  
IKEA WAY  
IN THE CITY OF  
SOMERVILLE, MASSACHUSETTS  
MIDDLESEX COUNTY

SCALE: 1 INCH = 80 FEET

JAN 13, 2012  
SHEET 2 OF 2

Prepared by: Vandest Hengen Brustlin, Inc.  
Transportation  
Land Development  
Environmental Services  
101 Walnut St., P.O. Box 9151  
Waltham, MA 02471  
617 924 1770 • FAX 617 924 2286

DATE \_\_\_\_\_ PROFESSIONAL LAND SURVEYOR \_\_\_\_\_

DATE \_\_\_\_\_

## General Notes

THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VANASSE HANGEN BRUSTLIN, INC. IN MARCH 2004 AND FROM DEEDS AND PLANS OF RECORD.



**Exhibit B**  
**Easement Metes and Bounds**

**LEGAL DESCRIPTION – PERMANENT EASEMENT E-3**

A CERTAIN PARCEL OF LAND LOCATED EASTERLY OF THE EASTERLY SIDE OF ROUTE 28, IN THE CITY OF SOMERVILLE, MASSACHUSETTS IN THE COUNTY OF MIDDLESEX AND THE COMMONWEALTH OF MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTHWESTERLY CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY IKEA PROPERTY INC. MEETS THE NORTHEASTERLY CORNER OF THE LAND SHOWN ON LAND COURT CASE 10639A THENCE S 11° 57'00" E A DISTANCE OF A HUNDRED TWENTY FIVE AND SEVENTY SEVEN FEET (125.77') TO THE POINT OF BEGINNING; THENCE

SOUTHEASTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE BEING NON-TANGENT HAVING A RADIUS OF NINETY NINE AND NO HUNDREDTHS FEET (99.00'), A LENGTH OF THIRTY TWO AND SIXTY FOUR HUNDREDTHS FEET (32.64') A CHORD BEARING OF S 40°28'10"E WITH A CHORD LENGTH OF (32.49') TO A POINT, THENCE

S 23° 39'19" W A DISTANCE OF TWENTY SIX AND SIXTY FOUR HUNDREDTHS FEET (26.64') TO A POINT; THENCE

N 11° 57'00" E A DISTANCE OF FIFTY AND TWENTY ONE HUNDREDTHS FEET (50.21') TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 360 SQ. FT OR 0.01 ACRES OF LAND IN THE CITY OF SOMERVILLE, MASSACHUSETTS AND IS SHOWN ON A PLAN ENTITLED "PERMANENT HIGHWAY EASEMENT AMENDED PLAN OF LAND, ASSEMBLY SQUARE DRIVE, FOLEY STREET AND IKEA WAY IN THE CITY OF SOMERVILLE, MASSACHUSETTS, MIDDLESEX COUNTY" PREPARED FOR THE CITY OF SOMERVILLE, PREPARED BY VANASSE HANGEN BRUSTLIN, INC. DATED JANUARY 13, 2012 AT A SCALE OF 1"=80'.

**LEGAL DESCRIPTION - PERMANENT EASEMENT E-4A**

A CERTAIN PERMANENT EASEMENT LOCATED AT THE EASTERLY END OF FOLEY STREET, APPROXIMATELY 900' EAST OF MIDDLESEX AVENUE, IN THE CITY OF SOMERVILLE, MASSACHUSETTS IN THE COUNTY OF MIDDLESEX AND THE COMMONWEALTH OF MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (124.71') SOUTH FROM THE EASTERLY END OF FOLEY STREET, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID PERMANENT EASEMENT E-4A; 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°03'38" 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 NO HUNDREDTHS FEET (20.00'), A LENGTH OF FOURTEEN AND EIGHTY FIVE HUNDREDTHS FEET (14.85') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF THIRTY NINE AND NO 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 THE EASTERLY LINE OF ASSEMBLY SQUARE DRIVE AN EXISTING PUBLIC WAY; THENCE
N 35°18'16" W	A DISTANCE OF ONE HUNDRED FIFTY EIGHT AND THIRTY TWO HUNDREDTHS FEET (158.32') TO A POINT ALONG SAID WAY; 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 NO HUNDREDTHS FEET (20.00'), A LENGTH OF THIRTY ONE AND FORTY TWO HUNDREDTHS FEET (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 THE SOUTHERLY LINE OF FOLEY STREET; THENCE

NORTHEASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE BEING NON-TANGENT AND HAVING A RADIUS OF THIRTY FOUR AND NO HUNDREDTHS FEET (34.00'), A LENGTH OF TWENTY AND FIFTY ONE HUNDREDTHS FEET (20.51') A CHORD BEARING OF N 60° 46'02" E AND A CHORD DISTANCE OF (20.20') TO A POINT; 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 THE POINT OF BEGINNING. THE LAST THREE COURSES BEING THE SOUTHERLY LINE OF FOLEY STREET AN EXISTING PUBLIC WAY.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS 52,710 SQ. FT OR 1.21 ACRES OF LAND IN THE CITY OF SOMERVILLE, MASSACHUSETTS AND IS SHOWN ON A PLAN ENTITLED "PERMANENT HIGHWAY EASEMENT AMENDED PLAN OF LAND, ASSEMBLY SQUARE DRIVE, FOLEY STREET AND IKEA WAY IN THE CITY OF SOMERVILLE, MASSACHUSETTS, MIDDLESEX COUNTY" PREPARED FOR THE CITY OF SOMERVILLE, PREPARED BY VANASSE HANGEN BRUSTLIN, INC. DATED JANUARY 13, 2012 AT A SCALE OF 1"=80'.

**LEGAL DESCRIPTION – PERMANENT EASEMENT E-4B**

A CERTAIN PERMANENT EASEMENT LOCATED AT THE EASTERLY SIDE OF ASSEMBLY SQUARE DRIVE, APPROXIMATELY 610' SOUTH OF THE INTERSECTION OF FOLEY STREET, IN THE CITY OF SOMERVILLE, MASSACHUSETTS IN THE COUNTY OF MIDDLESEX AND THE COMMONWEALTH OF MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (122.44') SOUTH FROM THE EASTERLY SIDE OF ASSEMBLY SQUARE DRIVE AS SHOWN ON HEREAFTER MENTIONED PLAN; THENCE

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

N 56° 28'54" E A DISTANCE OF TWENTY THREE AND FORTY SIX HUNDREDTHS FEET (23.46') TO A POINT; THENCE

N 45° 32'46" E A DISTANCE OF ONE HUNDRED FIVE AND NINETY SEVEN HUNDREDTHS FEET (105.97') TO A POINT; THENCE

NORTHEASTERLY AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF FIFTY FIVE AND FIFTY HUNDREDTHS FEET (55.50'), A LENGTH OF TWENTY ONE AND FIFTY ONE

	HUNDREDTHS FEET (21.51') TO A POINT; THENCE
N 67° 44'56" E	A DISTANCE OF EIGHTY EIGHT AND FORTY SEVEN HUNDREDTHS FEET (88.47') TO A POINT; THENCE
N 78° 05'31" E	A DISTANCE OF THREE HUNDRED SIXTEEN AND FIFTY NINE HUNDREDTHS FEET (316.59') TO A POINT; THENCE
S 11° 33'55" E	A DISTANCE OF SEVEN AND FIFTY ONE HUNDREDTHS FEET (7.51') 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 THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS 3,524 SQ. FT OR 0.08 ACRES OF LAND IN THE CITY OF SOMERVILLE, MASSACHUSETTS AND IS SHOWN ON A PLAN ENTITLED "PERMANENT HIGHWAY EASEMENT AMENDED PLAN OF LAND, ASSEMBLY SQUARE DRIVE, FOLEY STREET AND IKEA WAY IN THE CITY OF SOMERVILLE, MASSACHUSETTS, MIDDLESEX COUNTY" PREPARED FOR THE CITY OF SOMERVILLE, PREPARED BY VANASSE HANGEN BRUSTLIN, INC. DATED JANUARY 13, 2012 AT A SCALE OF 1"=80'.

**Exhibit C**  
**Insurance Requirements**

In the amounts set forth in the Massachusetts Highway Department Specifications, the current minimum limits are set forth below.

1. Contractor's Public Liability Insurance: \$1,000,000 / \$2,000,000
2. Contractor's Property Damage Liability Insurance: \$1,000,000 / \$2,000,000
3. Contractor's Protective Public Liability Insurance: \$1,000,000 / \$2,000,000
4. Contractor's Protective Property Damage Liability Insurance: \$1,000,000 / \$2,000,000

Additionally, (i) Contractor's workmen's compensation insurance of the specific type and amount as then necessary to satisfy the applicable requirements of the Commonwealth of Massachusetts, Massachusetts Highway Department, Standard Specifications for Highways and Bridges, Section 7.05(A) and (ii) an umbrella policy for liability insurance in the amount of \$10,000,000.