

LICENSE AGREEMENT

The Somerville Redevelopment Authority (the "SRA"), owner of the below-referenced parcels of land, in consideration of One Dollar and 00/100 (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Massachusetts Bay Transportation Authority, with an address of 10 Park Plaza, Boston, MA 02116 (the "MBTA", and together with the SRA, the "Parties", or, individually, a "Party"), the right and privilege to use the parcels of land known as Parcels US-1-PEVE, US-1-TE-1, US-1-TE-2, and US-1-TE-3 (together, the "Premises"), as shown on those certain plans of land entitled "Property Impact Exhibit Plan, New Hampshire Mainline (Lowell Line) & Fitchburg Line, Medford, Somerville, Boston & Cambridge Massachusetts," prepared by Bryant Associates and incorporated into this Agreement as Exhibit A.

1. The SRA grants MBTA a license (the "License") to use the Premises for all purposes related to the design and construction of the extension of the transit facility known as the Green Line from its current terminus in Cambridge, Massachusetts in two branches, one to Union Square in Somerville and one through Somerville to Medford, Massachusetts (the "Project"), in accordance with the terms of this License, the MOA (as hereinafter defined), and as more particularly set forth herein. Such purposes shall include, without limitation, access and egress purposes. The MBTA accepts the Premises in "as is" condition.

2. The term of the License commences on the execution date of this License Agreement (this "Agreement"), and will terminate on the earlier of: (i) the date that the SRA conveys the last portion of the Premises or interests in the Premises to the MBTA as anticipated in the MOA, or such lesser portion of the Premises as otherwise agreed by the Parties; or (ii) the date that the SRA conveys the underlying fee interest in the parcel known as Block D-2 in the Union Square Revitalization Plan to Union Square Station Associates LLC, written notice of which the City shall provide to the MBTA not less than thirty (30) days' advance of such conveyance. At the expiration or earlier termination of this License, except to the extent the Premises or interests in the Premises have then been conveyed to the MBTA, the MBTA shall: (a) yield up and vacate the Premises; (b) remove all of its personal property from the Premises; (c) repair all damage caused by such removal; and (d) restore the Premises to good order to the satisfaction of the SRA. Any property not so removed shall be deemed abandoned, and, if the SRA so elects, shall be deemed to be the SRA's property and may be retained or removed and disposed of by the SRA in such manner as the SRA shall determine. The MBTA shall reimburse the SRA for the entire cost and expense incurred by it in effecting such removal and disposition and in making any repairs and replacements to the Premises after the MBTA's vacancy of the Premises.

3. Except as expressly stated otherwise herein, this Agreement shall be subject to the terms of that certain Memorandum of Agreement by and between the MBTA, the Massachusetts Department of Transportation, and the City, dated as of July 21, 2017 (the "MOA"), which is

incorporated herein as Exhibit B. For the avoidance of doubt, this Agreement shall not affect the applicability of the terms of the MOA to the individual parcels included in the Premises. The Parties acknowledge that this License Agreement is granted in anticipation and prior to the conveyance of rights in the Premises identified as permanent easements (the "Permanent Easements", designated "PEVE" on the plans attached as Exhibit A) to the MBTA pursuant to the MOA, which the Parties agree to continue to advance in good faith. In the event of a conflict between the terms of the MOA and this Agreement, the terms of the MOA shall control.

4. The Parties shall undertake reasonable efforts to convey the Permanent Easements to the MBTA, including but not limited to the Union Square Permanent Easement Areas as defined in the MOA, no later than October 31, 2018.

5. The MBTA's right to use and occupy the Premises is subject and subordinate to the rights of the City's demolition contractor to the use of so much of the Premises as is required to demolish and clear the existing structures known as and numbered 26-30 Prospect Street. The City shall provide written notice to the MBTA of its issuance of a Notice to Proceed to demolish such structures. The MBTA agrees that its use of the Premises shall not interfere with, delay, or otherwise impair the ability of the City's demolition contractor to prosecute such work. The MBTA acknowledges that, to the extent the City's demolition contractor requires use of the Premises as set forth in this paragraph, this License shall be non-exclusive. In addition, the MBTA agrees to cooperate with the SRA with respect to requests by Union Square Station Associates LLC to access the Premises for the purpose of conducting testing.

6. No tenancy, including a tenancy at will, and no estate in land is created by this License Agreement. Neither Party will record this License at the Registry of Deeds.

7. The MBTA shall ensure that its use of the Premises does not result in odors, noise, or exhaust in excess of that anticipated in the permitting of the Project, or accumulations of trash or garbage, vermin, pests, or other nuisance, and the MBTA shall be responsible for removing all trash or garbage or other debris dumped at the Premises by itself or by third parties.

8. As part of the consideration for this License, the MBTA hereby affirms its obligations with respect to the remediation of the Premises as set forth in the MOA. Terms used in this Agreement and not defined shall have the meaning ascribed to them in the MOA.

9. In connection with the activities to be undertaken pursuant to this Agreement, the MBTA agrees to require its contractors to carry insurance in the coverages and amounts not less than those provided in the Certificates of Insurance incorporated herein as Exhibit C. All policies shall name the SRA as an additional insured. The SRA may require reasonable increases in the limits of the above insurance coverages during any period when the MBTA uses the Premises beyond the period permitted in this Agreement.

10. The terms and conditions of this Agreement may be modified only in writing signed by the SRA and the MBTA. The SRA and the MBTA agree not to withhold or unreasonably delay their agreement to any amendments to this Agreement from time to time requested by the other Party; provided, however, that neither Party shall be obligated to enter

into any amendment that would have a material adverse effect upon the rights, interests and privileges of such Party under this Agreement.

11. This Agreement is personal to the MBTA and the SRA: any attempt to assign or transfer this License Agreement shall terminate it, except that the SRA acknowledges that this Agreement shall and is intended to govern access to the Premises by authorized agents of the MBTA working on the Project.

12. The MBTA shall not cause or permit any liens to be placed against the Premises or against the SRA's other property as a result of the exercise of rights under this Agreement. In the event that any Party establishes a lien against the Premises relating to such activities, the MBTA shall, at no cost to the SRA, cause the lien to be discharged (by recording a lien discharge bond from a surety in form acceptable to the SRA or otherwise) within five (5) days of the MBTA's receipt of the notice thereof.

13. All notices given by one Party to the other shall be in writing and shall be deemed duly given if delivered by hand, by Federal Express or other nationally recognized overnight courier services, or by certified mail with a return receipt requested. Notices given by hand shall be deemed given on the date delivered or on the date such delivery is refused; notices given by Federal Express or other nationally recognized overnight courier service shall be deemed given on the first business day following the deposit of such notice with the courier service; notices given by certified or registered mail shall be deemed given three (3) days after mailing.

For any required notices to the MBTA:

Mr. John Dalton, Program Manager
Green Line Extension Project
MBTA
200 Inner Belt Road
Somerville, MA 02143

With a copy to:

Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 3910
Boston, MA 02116
Attn: General Manager

And to:

Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 5720
Boston, MA 02116
Attn: Chief of Real Estate

For any required notices to the SRA:

Somerville Redevelopment Authority
City Hall
93 Highland Avenue
Somerville, MA 02143
Attention: Executive Director, Mayor's Office of Strategic Planning &
Community Development

With a copy to:
Somerville Redevelopment Authority
City Hall
93 Highland Avenue
Somerville, MA 02143
Attn: Special Counsel

14. This Agreement shall be interpreted pursuant to the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

15. If any provision of this Agreement shall be deemed invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement, which shall be construed as if such invalid parts or provisions had not been inserted.


16. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterparts, and all so executed shall constitute one Agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any Party wherever such Party is located, and may be delivered by facsimile or e-mail transmission, and any such facsimile or e-mail transmitted signature pages may be attached to one or more counterparts of this Agreement, and such faxed or e-mailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

Executed as of this 27TH day of April, 2018.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

**SOMERVILLE REDEVELOPMENT
AUTHORITY**

By: 
Name: JOHN H. DALTON
Title: PROGRAM MANAGER

By: 
Name: Nancy Busnech
Title: Chair

List of Exhibits

A.....Property Impact Exhibit Plan

B.....Memorandum of Agreement dated as of July 21, 2017

C.....Insurance Certificates

EXHIBIT A

Property Impact Exhibit Plan

EXHIBIT B

Memorandum of Agreement dated as of July 21, 2017

MEMORANDUM OF AGREEMENT
THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,
THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
and
THE CITY OF SOMERVILLE

This Memorandum of Agreement (this “**MOA**”) is dated as of this 21st day of July, 2017 (the “**Effective Date**”) by and among the **Massachusetts Bay Transportation Authority** (the “**MBTA**”), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts existing pursuant to Massachusetts General Laws, Chapter 161A, as amended, with offices at Ten Park Plaza, Boston, Massachusetts 02116, the **Massachusetts Department of Transportation** (“**MassDOT**”), with offices at Ten Park Plaza, Boston, Massachusetts, 02116, and the **City of Somerville** (the “**City**”), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts with offices at City Hall, 93 Highland Avenue, Somerville, MA 02143.

The **MBTA**, **MassDOT** and the **City** shall hereinafter sometimes be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

1. The Parties entered into a Memorandum of Agreement dated July 26, 2012 (as amended as of December 30, 2014, the “**2012 MOA**”), the City and the MBTA entered into a Memorandum of Agreement dated April 10, 2015 (the “**2015 MOA**”), and the City and the MBTA entered into a Memorandum of Agreement dated as of February 20, 2014 pertaining to the Community Path (the “**Community Path MOA**”, and, together with the 2012 MOA and the 2015 MOA, the “**Current Agreements**”), setting forth their respective commitments and obligations relating to the construction of the Green Line Extension (“**GLX**” or the “**Project**”);

2. Certain of the agreements, commitments and obligations included within the Current Agreements have been accomplished and completed to the satisfaction of the Parties;

3. Beginning in 2015, MassDOT and the MBTA have undertaken a reevaluation of the Project, resulting in some changes to the overall approach to be taken with the Project, which changes have caused the Parties to reevaluate the remaining agreements, commitments and obligations in the Current Agreements, and to confirm their agreements with respect to certain issues on which they will be cooperating during the design and construction of the Project; and

4. The Parties seek to consolidate all of the remaining agreements, commitments and obligations from the Current Agreements, as modified on account of the reevaluation of the Project, with certain agreements, commitments and understandings in one document.

NOW THEREFORE, in consideration of the promises and mutually dependent covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

A. Superseding Effect

This MOA shall supersede the Current Agreements, each of which shall be void and of no further force or effect from and after the Effective Date.

B. List of Tasks

The Parties agree to the terms and conditions set forth in the "List of Tasks" (hereinafter the "**List of Tasks**") attached hereto and made a part of this MOA as Exhibit A. The Parties further agree that they each will complete the tasks assigned to the respective Party as set forth in the List of Tasks (the "**Tasks**").

C. Cooperation on Environmental and Other Matters

The Parties shall cooperate with each other in their respective dealings with the Massachusetts Department of Environmental Protection (and the U.S. Environmental Protection Agency, if applicable), and in attempting to secure a "Covenant Not to Sue" from the Office of the Attorney General.

Each Party shall cooperate in furnishing information and documents to the other Parties, including without limitation, execution of all necessary and/or appropriate documents to accomplish such Party's respective obligations as stated in this MOA.

D. Termination

The Parties agree that this MOA shall terminate upon the satisfaction of the Parties' obligations hereunder.

E. Successors and Assigns

The obligations and benefits of this MOA shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

F. Amendment

No amendment or modification of this MOA shall be effective without the prior written agreement of each of the Parties.

If to MBTA Mr. John Dalton, Program Manager
Green Line Extension Project
MBTA
100 Summer Street
Boston, MA 02110

and to: Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 3910
Boston, MA 02116
Attn: General Manager

and to: Massachusetts Bay Transportation Authority
10 Park Plaza, Suite 5720
Boston, MA 02116
Attn: Chief of Real Estate

If to City: City of Somerville
City Hall
93 Highland Ave.
Somerville, MA 02143
Attention: Mayor

with a copy to: City of Somerville
City Hall
93 Highland Ave.
Somerville, MA 02143
Attention: City Solicitor

Any notice required by this MOA to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if delivered by hand during business hours, mailed by certified mail, return receipt requested, postage and fees prepaid, or delivered by nationally-recognized overnight courier, shipping prepaid. A notice shall be deemed given when delivered or when delivery is refused.

M. Headings and Interpretation: Definitions

The headings of the sections of this MOA are for convenience of reference only and shall not be considered a part hereof, nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof. Reference to the singular or plural shall be deemed to include the other where the context requires.

N. Applicable Law

This MOA shall be governed by and construed under the laws of The Commonwealth of Massachusetts, with regard to choice of law provisions hereof.

O. No Implied Agreement

No Party shall have any obligations in connection with the transactions contemplated by this MOA unless such Party, acting in its sole discretion, elects to execute and deliver this MOA to the other Parties. No correspondence, course of dealing or submission of drafts or final versions of this MOA between the Parties shall be deemed to create any binding obligations in connection with the transactions contemplated hereby, and no contract or obligation on the part of any Party shall arise unless and until this MOA is fully executed by all of the Parties.

P. Authority

Each Party hereby represents and warrants that the execution and delivery of this MOA has been duly authorized by all requisite action.


[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this MOA under seal as a Massachusetts instrument as of the date first above written.

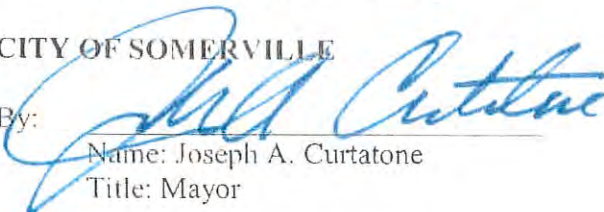
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

By: 
Name: Stephanie Pollack
Title: Secretary

**MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY**

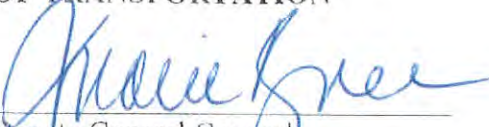
By: 
Name: Steven Poffak
Title: Acting General Manager

CITY OF SOMERVILLE

By: 
Name: Joseph A. Curtatone
Title: Mayor

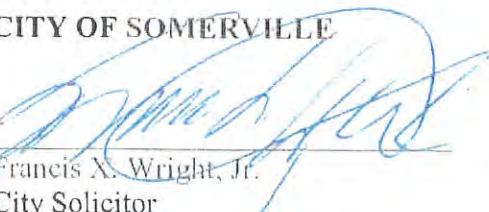
Approval as to Form:

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
and MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION**


Deputy General Counsel
MassDOT and MBTA

Approval as to Form:

CITY OF SOMERVILLE


Francis X. Wright, Jr.
City Solicitor

Exhibits:

- A – List of Tasks to be Performed by the Parties
- B – Roadway Work Detail at Specific Locations
- C – Conceptual Plan of the Community Path
- D – Proposed Right of Way Needs at Union Station
- E – Proposed Right of Way Needs at Gilman Square Station
- F – Conceptual Plan and MBTA Use of Homan's Site

EXHIBIT A
List of Tasks to be Performed by the Parties

A. Traffic and Pedcstrian Environmental Commitments:

The City will take responsibility for completing all traffic and pedestrian environmental mitigation requirements (the "Requirements") in Somerville originating from and in satisfaction of the Project's permitting requirements to be completed by the City on a schedule consistent with what is needed for the Project. On the condition that the work is completed satisfactorily, in compliance with the Project's permitting requirements, and on a schedule consistent with what is needed for the Project, the City will be permitted to charge the MBTA a lump sum amount of \$1,400,000 for such work through one or more requests for reimbursement based on the percentage of the work then completed.

The following is a chart detailing one approach to satisfying the Requirements in a manner acceptable to the MBTA. On the condition that it otherwise completes the Requirements in accordance with the MBTA's obligations and this MOA, the City shall have the right to determine the appropriate manner in which to undertake the Requirements.

Traffic

Washington Street at McGrath Highway	New signal phasing sequence to incorporate pedestrian crossing. New equipment and new wiring between heads and control cabinet.
Prospect Street at Somerville Avenue	Pedestrian crossing time to be increased causing an adverse impact to overall vehicular traffic. Traffic and pedestrian signal times could be adjusted to balance needs of both.
Washington Street at Somerville Avenue/Webster Street	Traffic and signal timings to be adjusted to balance needs of pedestrians vs. motorists.
Washington Street at Tufts Street	The Washington St. - Tufts St. intersection shall be controlled by a signal. Washington St. will need to be re-striped to four lanes between McGrath Hwy and Tufts St. Sidewalk north of Washington St. will need reconstruction. See <u>Exhibit B</u> for the identification of work to be completed by the MBTA in this location.
Medford Street at Pearl Street	Install fully actuated traffic signal at intersection of Medford St. at Pearl St. and coordinate with Medford St. at School St. signal; provide left-turn lane to Pearl St. from Medford St. southeast approach; optimize signal timings at intersection of Medford St. at School St.; install crosswalks on Medford St. and Pearl St. approaches to intersection.

Broadway at Boston Avenue/Rogers Avenue	Modify signal phasing and timing at intersection of Broadway and Boston Ave/Rogers Ave/Station exit. See <u>Exhibit B</u> for the identification of work to be completed by the MBTA in this location
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Pedestrian

Powder House Rotary	Increase pedestrian walk/flashing don't walk time.
Boston Avenue at Broadway	Install crosswalks across Broadway and incorporate into new traffic signal phasing.
Medford Street at Broadway	Increase pedestrian walk/flashing don't walk time.
Medford Street at Lowell Street	Install crosswalk across Medford St. (South)
Medford Street at Central Street	Repair pedestrian signal head and increase pedestrian walk/flashing don't walk time.
Medford Street at School Street	Increase pedestrian walk/flashing don't walk time.
Medford Street at Pearl Street	Install new traffic signal with signalized crossing of Medford St.
Medford Street at Walnut Street	Increase pedestrian walk/flashing don't walk time.
Medford Street at Highland Avenue	Signalize side street crossings, increase pedestrian walk/flashing don't walk time.
Highland Avenue at Lowell Street	Increase pedestrian walk/flashing don't walk time.
Highland Avenue at Central Street	Increase pedestrian walk/flashing don't walk time.
Washington Street at Tufts Street	Install new traffic signal with signalized crossing of Washington St.
Washington Street at Inner Belt Road	Increase pedestrian walk/flashing don't walk time.
Medford Street at Somerville Avenue/McGrath Highway	Incorporate pedestrian crossings into traffic signal phasing and install appropriate equipment.
Washington Street at Somerville Avenue/Prospect Street	Increase pedestrian walk/flashing don't walk time.
Washington Street at Somerville Avenue/Webster Street	Increase pedestrian walk/flashing don't walk time.
Washington Street at Kirkland Street	Increase pedestrian walk/flashing don't walk time.

Prospect Street at Webster Street	Install a crosswalk across Prospect North. Increase pedestrian walk/flushing don't walk time, incorporate unsignalized crossings into traffic signal and install appropriate equipment.
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B. Project Right of Way Activities

Not later than March 1, 2018, the City will grant to the MBTA easements, in a form reasonably acceptable to the MBTA, for construction and access and egress purposes (as noted below) over the following City-owned properties (each, a “**MOA Property**” and collectively, the “**MOA Properties**”). The MBTA commits to providing recordable easement plans in a timely manner to achieve this milestone date.

(a) 1 Franey Road (parcel MB-297-TE-1) (temporary easements for construction);
and

(b) Central Street (parcels MB-271-TE-1 and MB-271-TE-2) (facilitate temporary easements for construction).

Unless already paid for by the MBTA prior to the Effective Date, the City shall be solely responsible for the following costs with respect to the MOA Properties and any property or interest in property acquired by the City for the Project prior to the Effective Date: surveys, appraisals, title abstracts and title policies, including any updates to the foregoing; purchase prices in the case of consensual acquisitions; awards of damages; settlements; Court-awarded damages in the case of eminent domain takings and attorney fees; business relocation costs; and residential relocation costs. Except as specifically set forth in the Tasks, the City shall also be solely responsible for the cost of demolition and clearing the MOA Properties and the properties previously acquired by the City for the Project.

C. Permitting and Support of Project Activities

The City will permit and support the following changes and modifications required to support the Project. Notwithstanding the foregoing, all proposed closures and roadway alterations or disruptions shall be subject to the prior review and approval of the City’s traffic engineer and the development of safe and feasible alternate routes and traffic management plans; provided, however, that the City affirms its support of the closure of the Broadway Bridge and Washington Street as set forth below. The City further acknowledges that the MBTA intends to proceed with overnight work and with work on Sundays and holidays throughout the Project area in coordination with the City and the neighborhoods abutting the work in compliance with all applicable Federal and State approvals for the Project.

Unless indicated otherwise, the following work is to be completed by or on behalf of the MBTA with the City's active support:

- (a) Fully closing down the Broadway Bridge for construction on the replacement bridge;
- (b) Reducing the Broadway Bridge width following its reconstruction by the removal of the parking lane on the south side and shortening the right turn lane on the north side onto Boston Avenue;
- (c) Closing down Washington Street at the railroad bridge for such time as is necessary (potentially two consecutive construction seasons) to facilitate the phased replacement of the Washington Street rail bridge;
- (d) Removal by the MBTA (at the MBTA's option) of N11 wall at the Cedar Street playground from the scope of the Project and replacing the wall with a berm that complies and is consistent with the Project's environmental mitigation commitments;
- (e) Provide assistance to the MBTA with the negotiation and conclusion of abutter agreements for sound insulation to replace noise wall N4 (Cross Street/Alston Street) and noise wall N5 (Cross Street/McGrath Highway, consisting of fourteen (14) dwellings);
- (f) Support the MBTA's request to the Somerville Redevelopment Authority (the "SRA") to grant to the MBTA, for no additional consideration, such rights as are necessary for the Project at Union Square Station ("US Station"), including rights and improvements required at Allen Street to support ride drop off and access and egress to the Station to the extent necessary to support the construction and operation of the Station;
- (g) Support and participate in, and encourage the SRA to support and participate in, the MBTA's negotiations with US2 and/or any successor developer at Union Station pertaining to the following elements on the property proposed to be developed by US2 (the "US2 Development Site"): an ADA-compliant accessible path of travel to and from Union Square Station and Prospect Street, a drop off and turnaround for The Ride, a 120 bicycle capacity bike enclosure, and a break room for MBTA drivers and other personnel as needed in connection with the operation of the Project;
- (h) Assist the MBTA with the acquisition of a temporary easement over property located at 259 Lowell Street, currently owned by VNA Lowell Street Limited Partnership, in connection with the Community Path Extension, as defined below;
- (i) Cooperate with the MBTA with respect to the relocation of the traction power substation to be located within the Gilman Historic District;

and

- (k) Support and issue, as required, any permits or approvals for street openings, dewatering work, utilities work, curb cuts, trenching and other construction work as may be necessary, including the right to install supporting tiebacks within the limits of the City's public ways with the prior approval of the City engineer, and support the approval of such traffic management plans, parking restrictions, traffic detours, trucking routes, building modifications and road and drainage improvements as may be required to support the Project.

D. Community Path-Related Matters

1. The Parties acknowledge that a portion of the Community Path (the "**Existing Community Path**") has been constructed and is the subject of a March 20, 2012 lease (the "**Community Path Lease**") between the MBTA and the City. The Existing Community Path is shown conceptually on the plan attached to and made a part of this MOA as Exhibit C.

2. As a part of the Project, the MBTA will construct portions of the extension of the Community Path (the "**Community Path Extension**") as shown conceptually on Exhibit C. The City acknowledges that the MBTA plans to install and thereafter operate and maintain certain utilities within the Community Path Extension.

3. The City will design and construct a connection to the Community Path Extension over the School Street Bridge (from the NW corner of School Street to the SE corner of School Street) as shown conceptually on Exhibit C on a schedule consistent with supporting the Project and the opening of the Community Path Extension. The MBTA agrees to assist the City with any MassDOT approval that may be required with respect to such connection.

4. The City and the MBTA agree that, not later than July 1, 2018, they will amend the Community Path Lease (the "**Amended and Restated Community Path Lease**") to include the Community Path Extension as a part of the leased premises (the Existing Community Path and the Community Path Extension collectively, the "**Community Path Premises**") in a manner consistent with and subject to the same terms and provisions as the Community Path Lease, and to provide that the MBTA will design and install lighting with spacing to match lighting on the Existing Community Path every one thousand (1,000) feet similar to those on the Existing Community Path (as determined by the MBTA) and not more than six (6) emergency call boxes in locations to be designated by the City in consultation with the Somerville Chief of Police. All lighting and call boxes shall tie into anchor bolts, conduits and wire that the MBTA will also install. The Amended and Restated Community Path Lease will provide that the City may install benches at every crossing, and may provide and maintain trash cans as appropriate in the Community Path Premises, and shall be responsible for operations, security, and all ordinary and capital maintenance, repair, and replacement of the Community Path Premises such that the Existing Community Path and the Community Path Extension remain fully accessible as designed and constructed and in a state of good condition and repair.

E. Right of Way and Remediation Activities at Union Square

1. Not later than February 15, 2018, the City shall convey, or shall request that the SRA convey, to the MBTA, for one dollar:

- (a) permanent volumetric easements over the properties shown on the plan attached to and made a part of this MOA as Exhibit D, (collectively, the "**Union Square Permanent Easements**"). The Union Square Permanent Easements shall be limited horizontally as shown in Exhibit D and shall be limited vertically by the bottommost and topmost elements necessary for the MBTA to construct, operate, maintain, repair and replace the Project;
- (b) temporary access and construction easements over the properties shown on Exhibit D (collectively the "**Union Square Temporary Easements**"). The Union Square Temporary Easements shall terminate on the date of commencement of the MBTA's pre-revenue testing for the Project (the "**Termination Date**"); and
- (c) to the extent it is not otherwise accommodated in a negotiation between the City, US2 and the MBTA, a permanent easement over a portion of the US2 Development Site that will serve as an accessible path of travel to and from Union Square Station to Prospect Street as anticipated in Section C (g) above.

2. Not later than February 1, 2018, the City shall convey, or shall request that the SRA to convey, to the MBTA such additional licenses for entry and/or temporary construction easements as may be reasonably required for the construction of US Station and its pickup-drop off area, all in form and substance reasonably acceptable to the City and the MBTA. By such time, the City shall also work with the MBTA to establish an optimal construction routing plan from east of Union Square to the site of US Station and the Project right of way which plan shall be subject to the prior review and approval of the City's traffic engineer.

3. Subsequent to the conveyance of the Union Square Permanent Easements and the Union Square Temporary Easements (collectively, the "**Union Square Easements**") as set forth in this section, the MBTA shall undertake remediation of the land comprising the Union Square Permanent Easements (the "**Union Square Permanent Easement Areas**") as necessary for the Project and in accordance with this section. The MBTA shall:

- (a) be solely responsible for remediating the Union Square Permanent Easement Areas to the level required under G.L. c. 21E and the Massachusetts Contingency Plan at 310 CMR 40.00 et seq. for their intended use as a transit station structure and pickup-drop off area;
- (b) pay all costs of whatsoever kind related to site assessment, cleanup, and other environmental costs associated with the Union Square Permanent Easement Areas to the extent required under subsection (a) above; and
- (c) shall not look to the City or the SRA for payment of or participation in such costs.

Notwithstanding the foregoing, in the event the City requires remediation of the Union Square Permanent Easement Areas to levels for different intended uses, the City and the MBTA shall coordinate the required efforts and will enter into an agreement concerning the costs of such remediation providing for the City to bear any incremental costs related to the increased remediation.

4. The MBTA anticipates that its intended use of the land comprising the Union Square Temporary Easements (the “**Union Square Temporary Easement Areas**”) for temporary access and construction support will not require environmental remediation, but agrees that it shall be responsible for environmental remediation of such areas, with the exception of Parcel US-1-TE-3 as provided below, should such remediation be required to bring such areas to the level required for temporary access and construction support.

5. The MBTA shall have no responsibility for the environmental remediation of the Union Square Temporary Easement Area identified as Parcel US-1-TE-3 and shall have no responsibility for remediating any City or SRA-owned land (including without limitation site assessment, cleanup and other environmental costs) except as otherwise specifically provided herein, and the City agrees that it shall not look to the MBTA for payment of or participation in such costs.

6. The MBTA’s agreement to modify the scope and extent of the Union Square Easements is subject to the execution, on or before January 15, 2018, of a further agreement (the “**Union Square Agreement**”) between the City and/or the SRA, the developer of the US2 Development Site, and the MBTA pursuant to which the following improvements (collectively, the “**Improvements**”) would be provided for the MBTA’s benefit on the US2 Development Site:

- provisions for two bathrooms and a break room to serve US Station as a terminal station;
- the design and construction of a turnaround and drop-off area adjacent to US Station to serve “The Ride” and other patrons of US Station;
- the design and construction of an accessible path of travel from US Station to and from Prospect Street; and
- the provision of not fewer than one hundred twenty (120) secure bicycle parking spaces to the MBTA’s requirements.

The Union Square Agreement shall provide that the developer of the US2 Development Site shall design and construct the Improvements in a manner reasonably acceptable to the MBTA, and shall provide a permanent right thereafter to the MBTA to operate, maintain, repair and replace the Improvements for so long as US Station provides transit service to the area. The MBTA acknowledges that the use of the Union Square Temporary Easements may be modified such that they may be shared or relocated or both to accommodate development on the US2 Development Site; provided, however, that no such modification shall, in the MBTA’s reasonable opinion, materially increase the cost or negatively impact the schedule of the Project.

7. Any conveyance or transfer of the fee underlying the Union Square Easements by the City shall be subject to a condition that any subsequent fee owner shall not look to the

MBTA for payment of or participation in the cost of environmental remediation.

8. The City agrees that, not later than ninety (90) from the Effective Date, it shall request that the SRA to be bound by the requirements of this Section E.

9. The MBTA and the City acknowledge that the City has included, and reserves the right to continue to include, the land comprising the Union Square Easements within the boundaries of any Master Plan, District Improvement Financing ("**DIF**") District, Urban Renewal District, Infrastructure Incentive Investment ("**I-Cubed**") Project, and/or such other district, program, project, plan or other mechanism as may now or in the future enable the City, in its sole judgment, to incentivize development in the Inner Belt/Brickbottom, Boynton Yards, and Union Square neighborhoods of Somerville.

10. The City shall be solely responsible for the cost of demolition and clearing of the land comprising the Union Square Easements except that the MBTA shall pay a proportionate share of the cost of the demolition of the building at Allen Street along the Fitchburg Commuter Rail ROW (the "**Fitchburg ROW**") based on the square footage of the portion of the building within the portion of the property to be included within the Union Square Easements.

F. Issues Related to the Design and Construction of US Station

1. The MBTA shall notify the City of all public meetings concerning the US Station, and shall meet with the City concerning the design of US Station, the pickup-drop off area, traffic signalization, and roadway improvements ancillary to US Station. The MBTA shall provide to the City a full set of plans and specifications for US Station for the City's review and comment, and shall consider in good faith any comments and suggestions submitted by the City with respect to such submissions. The MBTA and MassDOT shall provide the City in a timely fashion with copies of any surveys, title reports, and environmental information already completed or to be completed by the MBTA, MassDOT or any of their consultants.

2. The City or the SRA shall reserve development air rights over the Union Square Permanent Easements, including, without limitation, development air rights over any part of the US Station structure located within such areas. Unless otherwise agreed by the Parties in writing, any development above the US Station structure shall not be supported by or modify the US Station structure.

3. Subsequent to the execution of this MOA, the MBTA and the City shall enter into a separate agreement, subject to the approval of the MBTA General Manager, the MBTA Fiscal and Management Control Board and applicable law, outlining a process for the conveyance of air rights for development over a portion of the Fitchburg ROW with approximate boundaries that, at a minimum, would extend from the westerly side of Allen Street to the easterly side of the Prospect Street Bridge, and from the northerly boundary of the Fitchburg ROW to the southerly boundary of the Fitchburg ROW, the final boundaries to be determined as part of such air rights agreement. Such conveyance will occur when the City has a bona fide developer or developers with the experience, capacity, and willingness to construct such air rights development(s) and the MBTA has determined in its reasonable judgment that the proposed air rights development(s) will be feasible and safe, applying criteria customarily applied to air rights development(s) over

operating railroad rights-of-way. In finalizing the consideration for such development air rights, the Parties will use best efforts to agree on compensation which accounts for the value attributable to the revitalization efforts of the City.

G. Right of Way and Remediation Issues Related to Gilman Square

1. Not later than February 1, 2018, the City shall convey to the MBTA, for one dollar:

(a) permanent exclusive volumetric easements for the right of way and various appurtenances, a traction power substation, retaining wall, bike shelter, station egress, the Gilman Square Station headhouse, a pick-up/drop-off area, and related appurtenant facilities (the “**Gilman Square Permanent Easements**”). The Gilman Square Permanent Easements shall extend horizontally as shown on the plan attached to and made a part of this MOA as Exhibit E, and shall be limited vertically by the bottommost and topmost element necessary for the MBTA to construct, operate, maintain, repair and replace the Project (the “**Gilman Square Permanent Easement Areas**”); and

(b) temporary easements for construction of the Project, including, without limitation, a traction power substation, retaining wall, bike shelters, and station egress (the “**Gilman Square Temporary Easements**”) over the areas shown as such on Exhibit E (the “**Gilman Square Temporary Easement Areas**” and, together with the Gilman Square Permanent Easement Areas, the “**Gilman Square Easement Areas**”). The Gilman Square Easement Areas shall be revised as appropriate to conform to the use of the site of the Homan’s Building (the “**Homan’s Site**”) as set forth in Exhibit F.

2. The Parties acknowledge that the City shall not convey, and reserves for itself and its successors and assigns, development air rights over the Gilman Square Permanent Easement Areas including, without limitation, development air rights over any part of the Gilman Square Station (“**GS Station**”) structure and/or appurtenant facilities located within the Gilman Square Permanent Easement Areas which may be developed with the prior written approval of the MBTA. Unless otherwise agreed by the MBTA and the City in writing, any development above the station shall not be supported by or modify the GS Station structure.

3. The Gilman Square Temporary Easements shall terminate on the Termination Date. At its option, after 30 days’ notice to the MBTA, the City shall have the right to remove any and all materials remaining on the Gilman Square Temporary Easement Areas after such Termination Date, and MBTA shall be responsible for any costs incurred by City in the removal, storage or disposal of any such materials remaining on this site after such date. The MBTA agrees to take all commercially reasonable actions to require its contractor to vacate the Gilman Square Temporary Easement Areas on or before the Termination Date, and to take, at its sole cost, such commercially reasonable actions to cause its contractor to vacate the Gilman Square Temporary Easement Areas in the event that its contractor continues to occupy the Gilman Square Temporary Easement Areas after the Termination Date. Any such Gilman Square Temporary Easement shall require MBTA and/or its contractor, when vacating the site, to leave it in a condition that does not create a hazard to public safety.

4. Subsequent to the Effective Date, the MBTA and the City shall enter into a separate agreement, subject to the approval of the MBTA General Manager, MBTA Fiscal and Management Control Board and applicable law outlining a process for the conveyance of air rights for development over a portion of the Lowell Commuter Rail ROW, including the consideration to be paid by the City, with boundaries to be mutually agreed upon connecting the Gilman Square Easement Areas, the final boundaries to be determined as part of such air rights agreement. Such conveyance will occur when the City has a bona fide developer or developers with the experience, capacity and willingness to construct such air rights development(s) and the MBTA has determined in its reasonable judgement that the proposed air rights development(s) will be feasible and safe, applying criteria customarily applied to air rights development(s) over operating railroad rights-of-way. In finalizing the consideration for such development air rights, the Parties will use best efforts to agree on compensation which accounts for the value attributable to the revitalization efforts of the City.

5. Subsequent to the conveyance by the City of the rights within the Gilman Square Easement Areas, the MBTA shall undertake and shall be, as between the City and the MBTA, solely responsible for the remediation of such easement areas, including remediation of any environmental conditions discovered or released as a result of MBTA or its contractors' activities on such Gilman Square Easement Areas, to the level required under G.L. c. 21E and the Massachusetts Contingency Plan at 310 CMR 40.00 et seq. for their intended use for transportation purposes. As between the City and the MBTA, the MBTA shall be solely responsible for the costs of any such remediation and shall not look to the City for payment of or participation in such site assessment, cleanup and remediation costs, but shall not be responsible for environmental remediation of any land beyond the Gilman Square Easement Areas, except to the extent that the activities of the MBTA or its contractors on the Gilman Square Easement Areas have resulted in release of hazardous material or created an environmental condition requiring response and/or remediation on land beyond the Gilman Square Easement Areas.

6. The City reserves the right to include the Gilman Square Easement Areas within the boundaries of any Master Plan, DIF District, Urban Renewal District, I-Cubed Project and/or such other district, program, project, plan, or other mechanism as may now or in the future enable the City, in its sole judgment, to incentivize development in the Gilman Square and Lowell Street/Magoun Square neighborhoods of Somerville. The City reserves the right to offer the Gilman Square Temporary Easement Areas for development during the use and occupancy of the site by the MBTA and/or its contractor; provided, however, such Gilman Square Temporary Easement Areas shall not be available for development until the Termination Date.

7. All easements, deeds, licenses or other conveyance documents necessary to complete the tasks set forth above shall be in form and substance reasonably acceptable to the City and the MBTA. Certain actions and obligations of the City in this Section G may be subject to a vote of the Board of Aldermen and as such are expressly conditioned upon such approval, which the City agrees to pursue, to the extent it is deemed to be required, not later than ninety (90) days from the Effective Date.

H. Homan's Building-Related Matters

I. The MBTA has obtained approval, under Section 106 of the National Historic

Preservation Act, for the removal of the Homan's Building located at 350 Medford Street (the "**Homan's Building**"). The MBTA shall work with the City planning staff and the City's Historic Preservation Commission to document and/or preserve certain historically-significant elements of the Homan's Building as necessary, in particular, the lion's head and surrounding architectural stone details that frame the entry door. The MBTA will move these elements at the MBTA's cost to a location in the City selected by the City for storage by the City (which storage shall be at the City's cost). The Parties acknowledge that extraction of these features may require the consultation and oversight of a preservation mason. After removal of all stored City property in the building by the City, the MBTA will, at its sole cost, conduct environmental remediation as necessary in connection with the Project and demolish the Homan's Building.

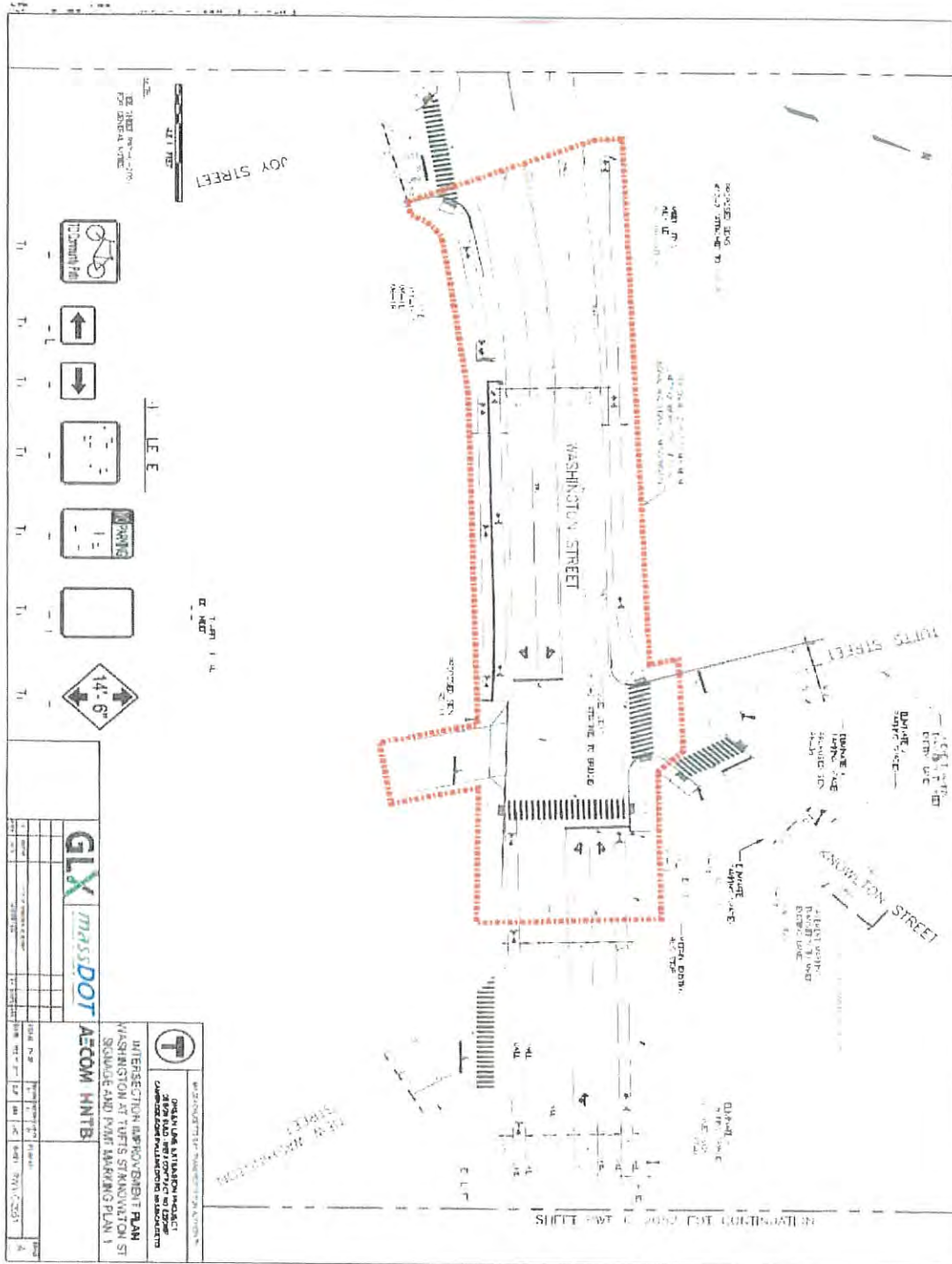
2. Following the demolition of the Homan's Building, the MBTA shall construct a parking area for the City's use on a portion of the site (the "**Homan's Site**") as shown on Exhibit E, which parking area shall be fenced off from the balance of the Homan's Site and shall be devoted to the City's exclusive use.

3. The MBTA may thereafter use the balance of the Homan's Site for the support of the Project and for the construction of a traction power substation and utilities as conceptually shown on Exhibit F; provided, however, that the MBTA's activity shall be at the MBTA's sole cost and expense, and provided further, that, except with respect to the traction power substation and utilities shown on Exhibit F, in no event shall the use of the Homan's Site extend past the Termination Date as defined in Section E.1(b) above. The Parties acknowledge that the location of the traction power substation shown on Exhibit F will be located within the area bounded by School Street, Medford Street and the GLX right of way but its specific location has not yet been finalized, and that, recognizing that the Homan's Site is a key development parcel, they will continue to work together to determine the best location for that Project element. Notwithstanding this Section H.3, the Parties agree to include in their discussions the possibility of relocating the traction power substation to the City-owned land on the south side of the right of way, which the MBTA acknowledges may be acceptable so long as such relocation does not materially increase the cost or negatively impact the schedule of the Project.

[END OF EXHIBIT A]

EXHIBIT B

Roadway Work Detail At Specific Locations



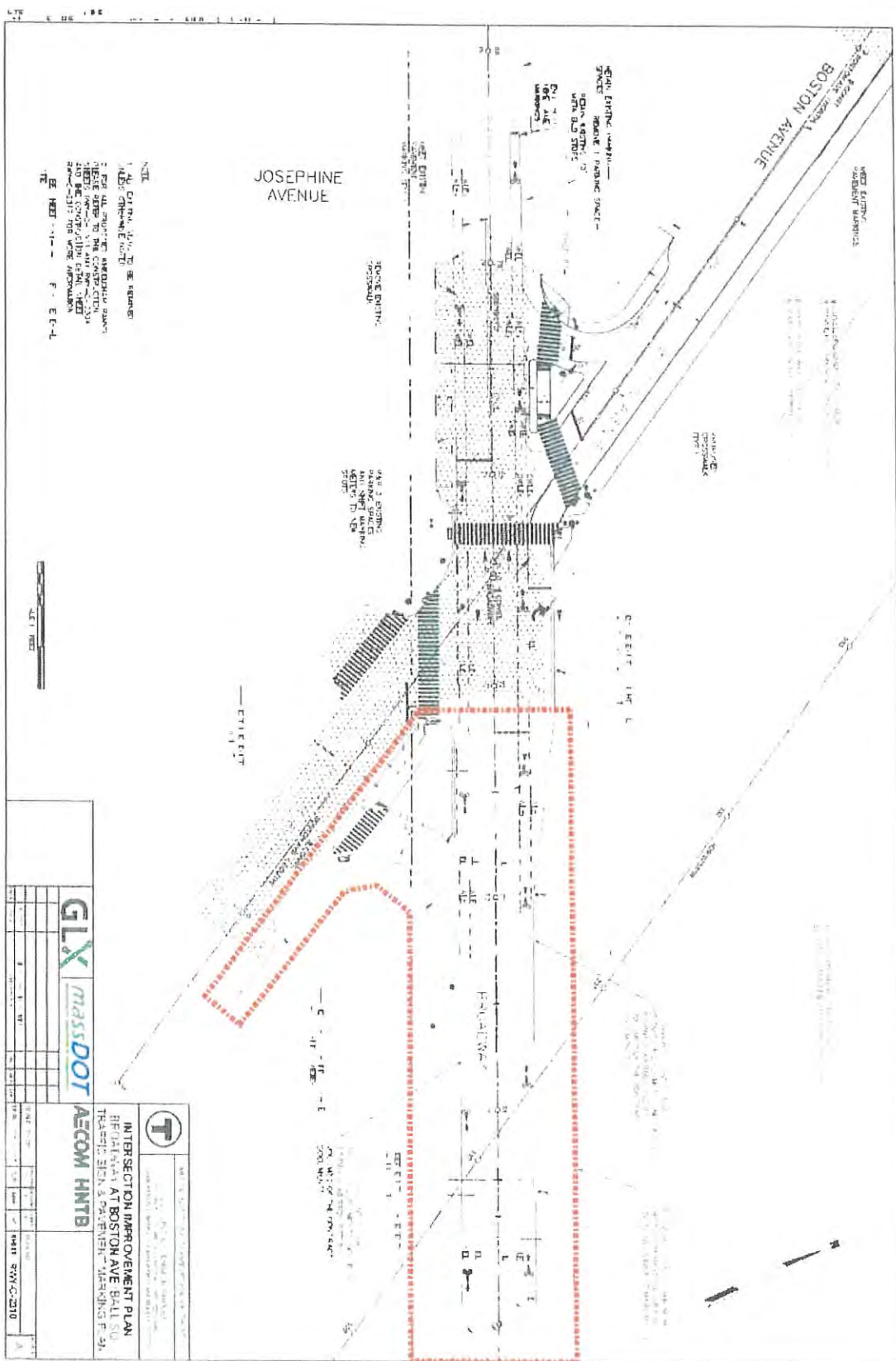


EXHIBIT C

Conceptual Plan of the Community Path

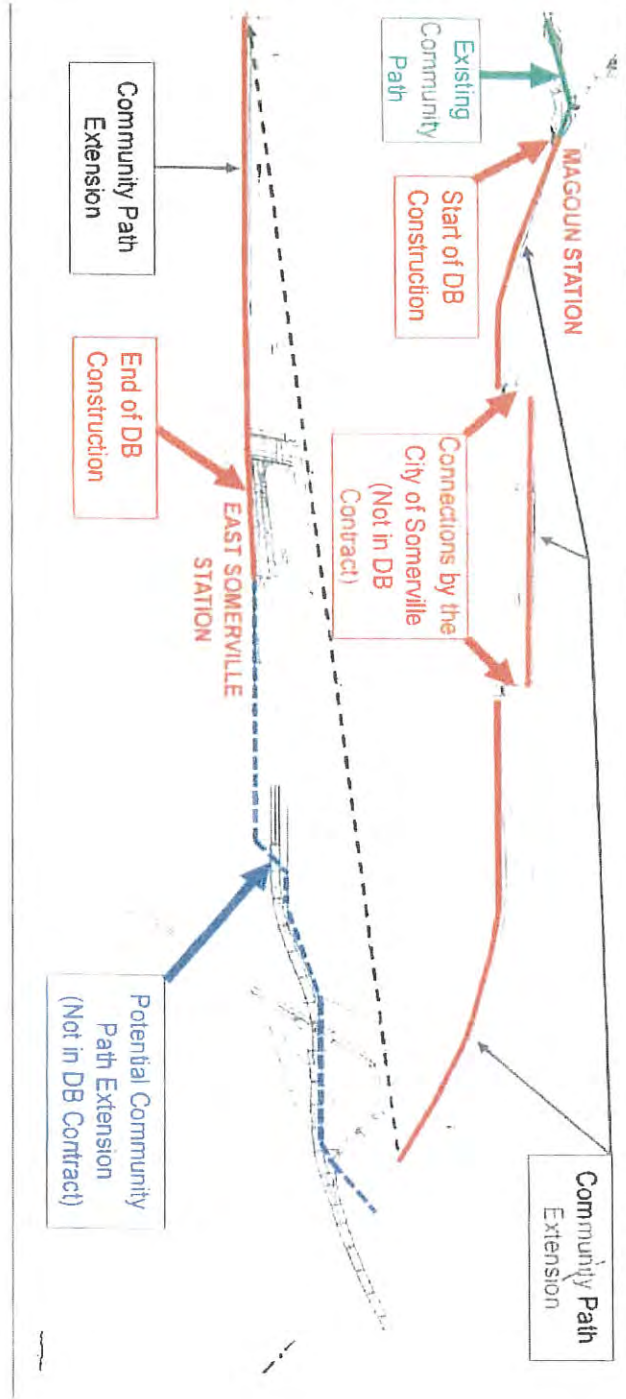


EXHIBIT D

Proposed Right of Way Needs at Union Station
 [modify this to shrink the TE at Allen Street as per US2's plans and to round out the curve at the SW corner]

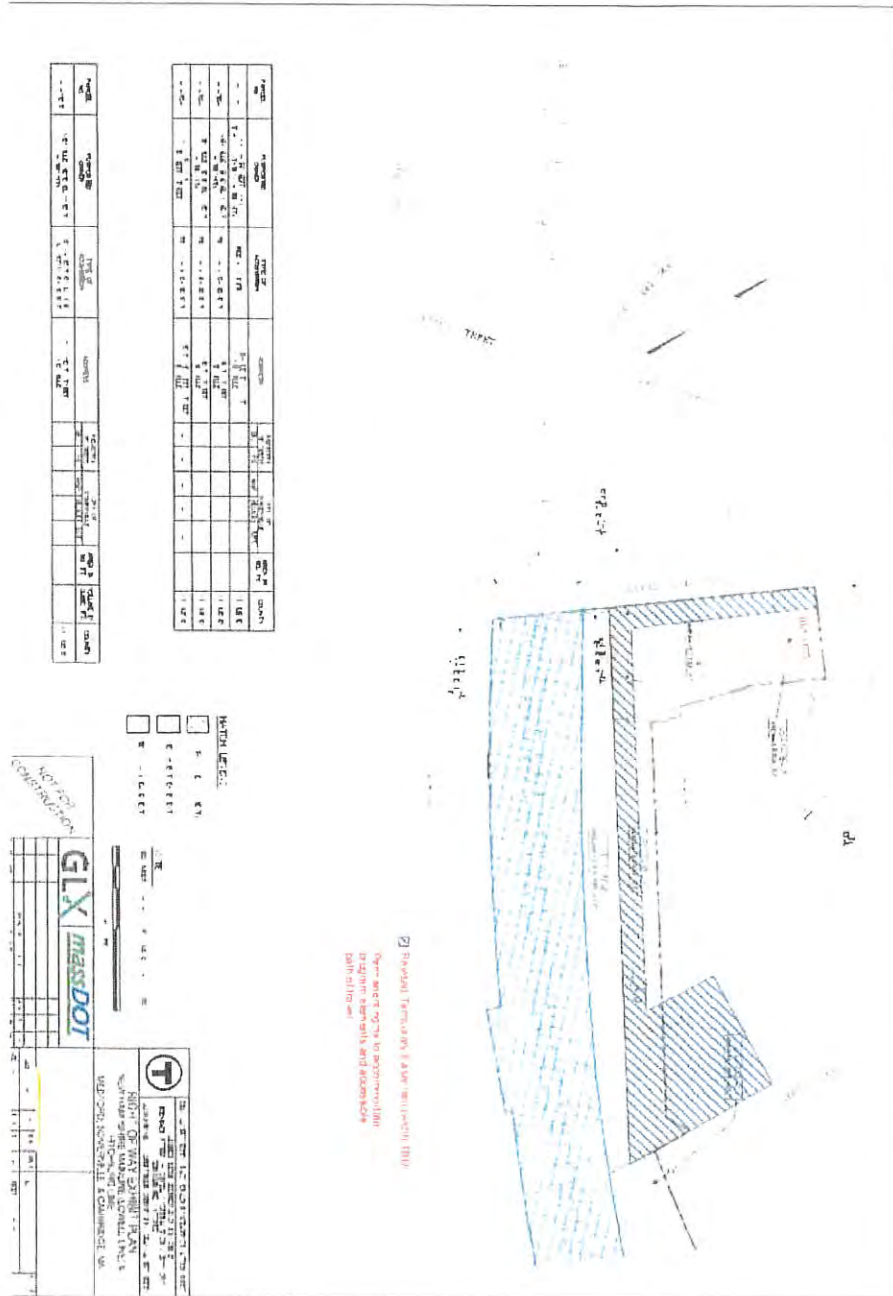


EXHIBIT E

Proposed Right of Way Needs at Gilman Square Station





WALL NO.	NUMBER	TYPE	THICKNESS	HEIGHT	SECTION	FOUNDATION	FOUNDATION	FOUNDATION	FOUNDATION	FOUNDATION	FOUNDATION
1	1-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
2	2-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
3	3-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
4	4-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
5	5-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
6	6-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
7	7-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
8	8-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
9	9-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
10	10-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
11	11-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
12	12-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
13	13-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
14	14-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
15	15-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
16	16-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
17	17-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
18	18-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
19	19-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'
20	20-1	CONCRETE	12"	10'	10'	10'	10'	10'	10'	10'	10'

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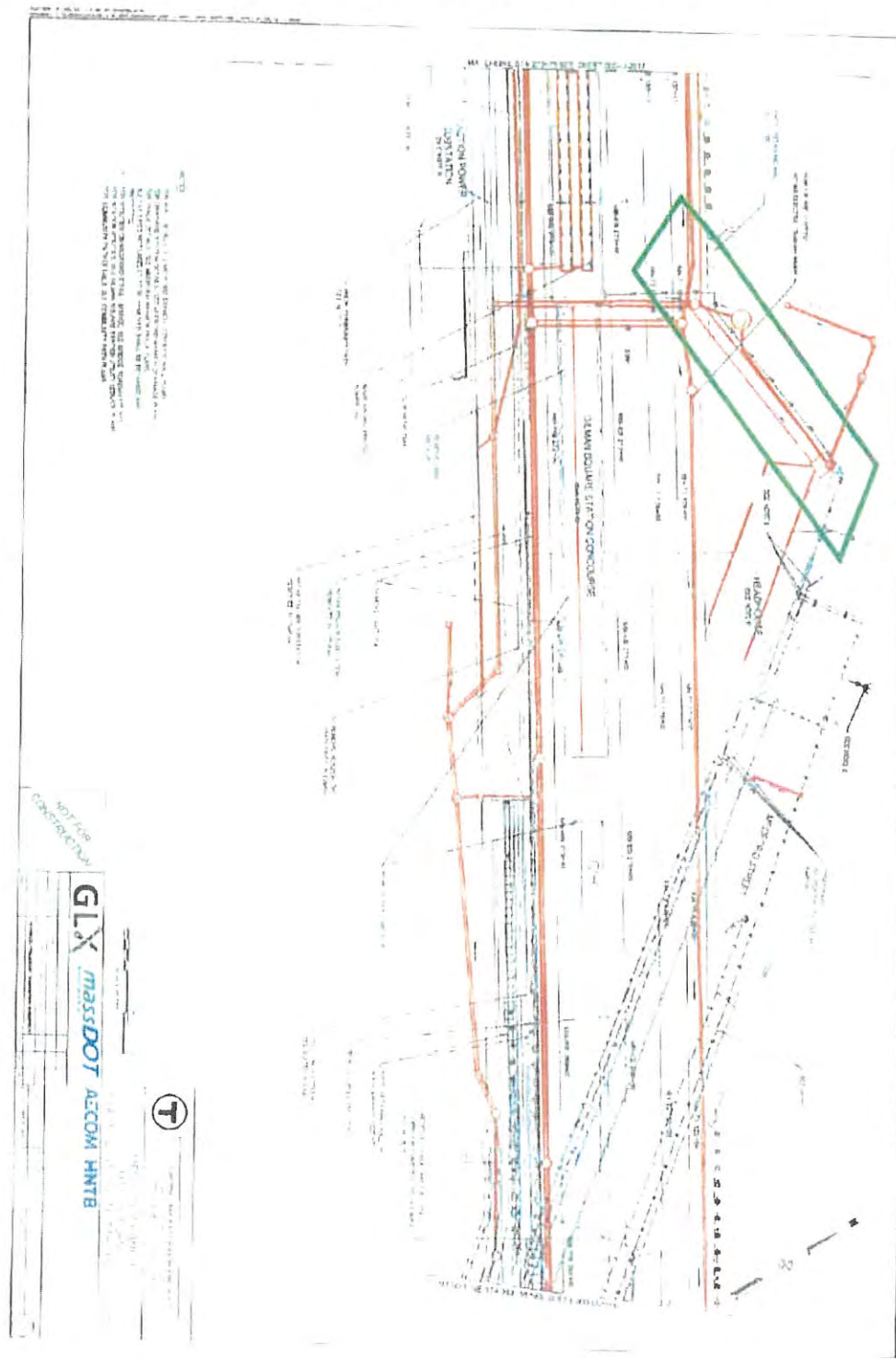
NOT FOR CONSTRUCTION

THE ABOVE PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.



EXHIBIT F

Conceptual Plan and MBTA Use of Homan's Site



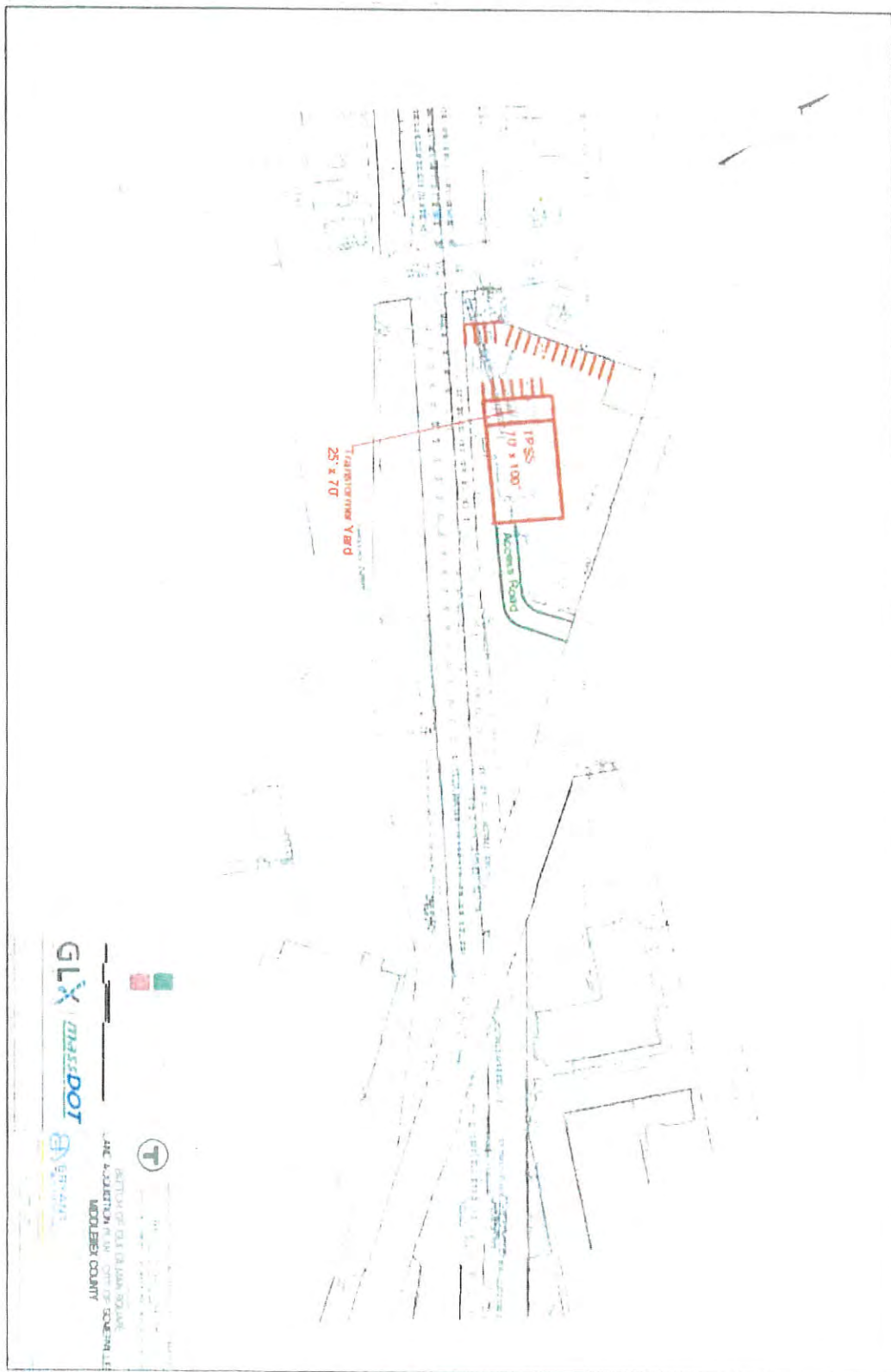


EXHIBIT C

Insurance Certificates

