

## AMENDED AND RESTATED EASEMENT AGREEMENT

**FR ASSEMBLY SQUARE, LLC**, a Delaware limited liability company registered to do business as a foreign corporation in the Commonwealth of Massachusetts with a usual address of ("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 Easement Nos. E-1 and E-2** 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 AUL and the MCP (defined below).

Reference is hereby made to that certain Notice of Activity and Use Limitation made as of October 28, 1997 by Assembly Square Mall LLC, recorded with the Middlesex South District Registry of Deeds ("Recorded") in Book 27855, Page 506 with respect to Release Tracking Number ("RTN") 3-14763 (the "AUL") [**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 AUL 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 AUL 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 February 28, 2005 recorded with the Middlesex South District Registry of Deeds in Book 44736, Page 139 and filed with the Middlesex South District of the Land Court as Doc. No. 1366597. See also the Notice of Voluntary Withdrawal recorded in Book 54972, Page 66 and filed as Doc. No. 1536789.

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 281**. The Easement in Book 54157, Page 281 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:**

**FR ASSEMBLY SQUARE, LLC**  
by Federal Realty Investment Trust.  
a Maryland real estate investment trust,  
its sole member

**GRANTEE:**

**CITY OF SOMERVILLE**

By: \_\_\_\_\_  
Dawn M. Becker  
Its: Executive Vice President,  
General Counsel, Secretary

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.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

STATE OF MARYLAND  
Montgomery County

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned Notary Public, personally appeared the above-named Dawn M. Becker, Executive Vice President, General Counsel, and Secretary of Federal Realty Investment Trust, sole member of FR Assembly Square, LLC, proved to me by \_\_\_\_\_ to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

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



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 HEREBY CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP'S, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

(MASS. GEN. LAWS CHAPTER 41, SEC. 21-X)

1. 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.

2. THESE PLANS (SHEETS 1 AND 2) AMEND THE JULY 20, 2005 PLANS (SHEETS 1 AND 2) TO SHOW THE AMENDED LAYOUT LOCATION

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

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

SCALE 1 INCH = 80 FEET

INCH = 80 FEET

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SHEET 1 OF 2

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

IN THE CITY OF  
SOMERVILLE, MASSACHUSETTS  
MIDDLESEX COUNTY

**Exhibit B**

**Easement Metes and Bounds**

**LEGAL DESCRIPTION - PARCEL E-1**

A CERTAIN EASEMENT OF LAND LOCATED ON THE EASTERLY SIDE OF THE EASTERLY LINE OF ROUTE 28 APPROXIMATELY 79 FEET NORTHERLY OF THE INTERSECTION WITH MIDDLESEX AVE, 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 ON THE EASTERLY SIDE OF ROUTE 28 , A DISTANCE OF TWO HUNDRED AND TEN FEET, MORE OR LESS (210±) FROM THE EASTERLY LINE OF ROUTE 28 AND NORTHERLY LINE OF MIDDLESEX AVE; 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 SIXTY NINE AND TEN HUNDREDTHS FEET (69.10') A CHORD BEARING OF S 46°00'02"E WITH A CHORD LENGTH OF (67.71') TO A POINT, THENCE

S 65° 59'51" E A DISTANCE OF SIXTEEN AND FORTY TWO HUNDREDTHS FEET (16.42') TO A POINT; THENCE

S 14° 44'34" W A DISTANCE OF EIGHTY TWO AND EIGHT HUNDREDTHS FEET (82.08) TO A POINT; THENCE

N 65° 59'54" W A DISTANCE OF ELEVEN AND SEVENTY TWO HUNDREDTHS FEET (11.72') TO A POINT; THENCE

NORTHWESTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF EIGHTY EIGHT AND NO HUNDREDTHS FEET (88.00'), A LENGTH OF SIXTY SIX AND EIGHTY FIVE HUNDREDTHS FEET (66.85') TO A POINT ON THE EASTERLY SIDE OF ROUTE 28 A PUBLIC HIGHWAY.

N 14° 44'28" E A DISTANCE OF ONE HUNDRED THIRTY AND SIX HUNDREDTHS FEET (130.06') TO THE POINT OF BEGINNING ALONG ROUTE 28 A PUBLIC HIGHWAY.

THE ABOVE DESCRIBED EASEMENT CONTAINS 7,107 SQ. FT OR 0.16 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 –PARCEL E-2**

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 ON THE EASTERLY SIDE OF ROUTE 28 , A DISTANCE OF EIGHTY FIVE FEET, MORE OR LESS (85'±) FROM THE EASTERLY LINE OF ROUTE 28 AND PROPERTY NOW OR FORMERLY OF THE DEPARTMENT OF CONSERVATION AND RECREATION; THENCE

S 65° 59'54" E      A DISTANCE OF THREE HUNDRED THIRTY AND NINETY NINE HUNDREDTHS FEET (330.99') TO A POINT; THENCE

S 56° 36'28" E      A DISTANCE OF THREE HUNDRED TWENTY EIGHT AND NO HUNDREDTHS FEET (328.00') TO A POINT; THENCE

S 33° 23'34" W      A DISTANCE OF TWENTY AND NO HUNDREDTHS FEET (20.00') TO A POINT; THENCE

SOUTHEASTERLY      AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE BEING NON-TANGENT HAVING A RADIUS OF THREE HUNDRED FIFTY ONE AND NO HUNDREDTHS FEET (351.00'), A LENGTH OF SIXTY TWO AND FIFTEEN HUNDREDTHS FEET (62.15') A CHORD BEARING OF S 38°32'01"E WITH A CHORD LENGTH OF (62.06') TO A POINT, THENCE

SOUTHEASTERLY      AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF ONE HUNDRED FORTY NINE AND NO HUNDREDTHS FEET (149.00'), A LENGTH OF SEVENTY FIVE AND THIRTY FOUR HUNDREDTHS FEET (75.34') TO A POINT, THENCE

SOUTHEASTERLY      AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF SIXTY THREE AND NO HUNDREDTHS FEET (63.00'), A LENGTH OF FIFTY SIX AND TWELVE HUNDREDTHS FEET (56.12') TO A POINT, THENCE

SOUTHEASTERLY      AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF NINETY NINE AND NO HUNDREDTHS FEET (99.00'), A LENGTH OF THIRTY THREE AND NINETY TWO HUNDREDTHS FEET (33.92') TO A POINT, THENCE

NORTHEASTERLY      AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE BEING NON-TANGENT HAVING A RADIUS OF TWENTY AND NO HUNDREDTHS FEET (20.00'), A LENGTH OF THIRTY ONE AND FORTY ONE HUNDREDTHS FEET (31.41') A CHORD BEARING OF S 33°03'05"W WITH A CHORD LENGTH OF (28.28') TO A POINT, THENCE



N 11° 56'24" W	A DISTANCE OF ONE THOUSAND SIXTY THREE AND NO HUNDREDTHS FEET (1063.00') TO A POINT; THENCE
S 11°56'59" E	A DISTANCE OF SIXTY NINE AND THREE HUNDREDTHS FEET (69.03') TO A POINT; THENCE
N 57°19'48" W	A DISTANCE OF THIRTEEN AND TWENTY HUNDREDTHS FEET (13.20') TO A POINT; THENCE
S 78°03'36" W	A DISTANCE OF TWENTY EIGHT AND EIGHTY HUNDREDTHS FEET (28.80') TO A POINT; THENCE
S 11°56'24" E	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 THREE AND TWENTY FIVE HUNDREDTHS FEET (23.25') TO A POINT; THENCE
S 11°56'24" E	A DISTANCE OF SIXTY AND NINETY TWO HUNDREDTHS FEET (60.92') TO A POINT; THENCE
S 78°03'36" W	A DISTANCE OF SIX AND NINE HUNDREDTHS FEET (6.09') TO A POINT; THENCE
S 33°03'36" W	A DISTANCE OF TWENTY FOUR AND TWENTY SEVEN HUNDREDTHS FEET (24.27') TO A POINT; THENCE
S 11°56'24" E	A DISTANCE OF TWO HUNDRED SIXTY ONE AND THIRTY FOUR HUNDREDTHS FEET (261.34') TO A POINT; THENCE
S 56°56'24" E	A DISTANCE OF TWENTY ONE AND NINETEEN HUNDREDTHS FEET (21.19') TO A POINT; THENCE
N 78°03'36" E	A DISTANCE OF EIGHT AND TWENTY SIX HUNDREDTHS FEET (8.26') TO A POINT; THENCE
S 11°56'24" E	A DISTANCE OF FIFTY SEVEN AND TWENTY TWO HUNDREDTHS FEET (57.22') 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
S 11°56'24" E	A DISTANCE OF TWO HUNDRED SEVENTY AND FIFTY NINE HUNDREDTHS FEET (270.59') TO A POINT; THENCE
S 56°56'24" E	A DISTANCE OF TWENTY SIX AND FORTY SEVEN HUNDREDTHS FEET (26.47') TO A POINT; THENCE
S 78°02'56" W	A DISTANCE OF ONE HUNDRED THIRTY THREE AND FORTY SIX HUNDREDTHS FEET (133.46') ALONG FOLEY STREET AN EXISTING PUBLIC WAY; THENCE

NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE BEING NON-TANGENT HAVING A RADIUS OF TWENTY AND NO HUNDREDTHS FEET (20.00'), A LENGTH OF THIRTY ONE AND FORTY ONE HUNDREDTHS FEET (31.41') A CHORD BEARING OF N 33°03'05"E WITH A CHORD LENGTH OF (28.28') TO A POINT, THENCE
N 11° 56'24" W	A DISTANCE OF ONE THOUSAND SIXTY THREE AND NO HUNDREDTHS FEET (1063.00') TO A POINT; THENCE
NORTHWESTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF ONE HUNDRED NINETY ONE AND NO HUNDREDTHS FEET (191.00'), A LENGTH OF THIRTY NINE AND TWENTY SEVEN HUNDREDTHS FEET (39.27') TO A POINT, THENCE
N 23° 43'13" W	A DISTANCE OF THIRTY SIX AND SIXTY TWO HUNDREDTHS FEET (36.62') TO A POINT; THENCE
N 11° 56'24" W	A DISTANCE OF NINETY NINE AND EIGHTY FOUR HUNDREDTHS FEET (99.84') TO A POINT; THENCE
NORTHWESTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF ONE HUNDRED AND NO HUNDREDTHS FEET (100.00'), A LENGTH OF SEVENTY THREE AND EIGHTEEN HUNDREDTHS FEET (73.18') TO A POINT, THENCE
NORTHWESTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO HUNDRED TWENTY FIVE AND NO HUNDREDTHS FEET (225.00'), A LENGTH OF THIRTY TWO AND NINETY NINE HUNDREDTHS FEET (32.99') TO A POINT, THENCE
NORTHWESTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWO THOUSAND SEVEN AND NO HUNDREDTHS FEET (2007.00'), A LENGTH OF ONE HUNDRED SIXTY FOUR AND EIGHTY HUNDREDTHS FEET (164.80') TO A POINT, THENCE
N 57° 33'49" W	A DISTANCE OF FORTY ONE AND THIRTY ONE HUNDREDTHS FEET (41.31') TO A POINT; THENCE
S 54° 41'30" W	A DISTANCE OF SEVENTEEN AND SIXTY SIX HUNDREDTHS FEET (17.66') TO A POINT; THENCE
S 78° 12'12" W	A DISTANCE OF FIFTY NINE AND SEVENTY FOUR HUNDREDTHS FEET (59.74') TO A POINT; THENCE
N 19° 53'54" W	A DISTANCE OF SIXTY SIX AND THIRTY FOUR HUNDREDTHS FEET (66.34') TO A POINT; THENCE

NORTHWESTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE  
HAVING A RADIUS OF SIXTY AND NO HUNDREDTHS FEET  
(60.00'), A LENGTH OF FORTY SIX AND THIRTY FIVE  
HUNDREDTHS FEET (46.35') TO A POINT, THENCE

NORTHWESTERLY AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE  
HAVING A RADIUS OF ONE THOUSAND FIVE HUNDRED SIXTY  
SEVEN AND NO HUNDREDTHS FEET (1567.00'), A LENGTH OF  
FIFTY AND NINETEEN HUNDREDTHS FEET (50.19') TO A POINT,  
THENCE

N 65° 59'54" W A DISTANCE OF ONE HUNDRED FIFTY THREE AND FIFTY  
HUNDREDTHS FEET (153.50') TO A POINT; THENCE

N 14° 44'34" E A DISTANCE OF SEVENTY FOUR AND NINETY EIGHT  
HUNDREDTHS FEET (74.98') TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS 186,196 SQ. FT OR 4.274 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.