



Watertown Town Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

Caroline Bays
Councilor At Large

Anthony J. Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

CITY COUNCIL MEETING TUESDAY, DECEMBER 14, 2021 AT 7:00 PM RICHARD E. MASTRANGELO COUNCIL CHAMBER

MINUTES

ACCESS INFORMATION:

- A. The meeting will be televised through WCATV (Watertown Cable Access Television): WCATV.org
- B. The Public may join the virtual meeting online: <https://watertown-ma.zoom.us/j/92991331344>
- C. Public may join the virtual meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 929 9133 1344 #
- D. Public may comment through email: vpiccirilli@watertown-ma.gov

1. ROLL CALL

Council President Sideris called to order a regular meeting of the Town Council at 7:00 p.m. in the Richard E. Mastrangelo Chamber, Administration Building. Those present were Councilors Caroline Bays, Anthony J. Donato, John G. Gannon, Lisa J. Feltner, Emily Izzo, Angeline B. Kounelis, Anthony Palomba, Vice President Vincent J. Piccirilli, Jr., and Council President Mark S. Sideris. Also present were Michael Driscoll, Town Manager, Thomas Tracy, City Auditor/Assistant Manager for Finance, Mark Reich, Town Attorney, and Marilyn W. Pronovost, Council Clerk.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC FORUM

There being no speakers, Council President Sideris closed the Public Forum.

4. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS

A. Minutes of the October 23, 2021 Town Council Meeting

Councilor Piccirilli moved to adopt the minutes as written; Councilor Feltner seconded the motion. The was adopted unanimously on a voice vote.

B. Minutes of the November 9, 2021 City Council Meeting

Councilor Piccirilli moved to adopt the minutes as written with a request to insert the addendum.; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

5. PRESIDENT'S REPORT

A. Discussion and Action on Moving Forward with a Vacancy on the Library Board of Trustees

Council President Sideris explained there is a vacancy on the Library Board of Trustees. Under the Charter, the City may either hold an election or the Council may appoint the Council President, by vote of two-thirds vote of the Council, to sit with Board of Trustees to appoint a Trustee for the remainder of the vacancy. He requested the Council to appoint the Council President to sit with the Library Trustees to appoint the new trustee.

Councilor Piccirilli moved to vote to appoint someone to fill the vacancy on the Library Board of Trustees; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

B. Acceptance of Proclamations

Council Piccirilli moved to put Item 5B at the end of the meeting; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote. The minutes for this item may be found after Item 11.

C. Request for the City Council to Appoint MelansonHeath to Conduct the Fiscal 2021 Audit and to Vote to Have a Request for a Proposal Issued for Audit Services Beginning with the Fiscal Year 2022 Audit

Mr. Tracy stated the City Council each year confirms the outside independent audit firm; he was requesting that it be MelansonHeath who conducts the Fiscal Year 2021 audit. He had intended to request an RFP for Fiscal Year 2021; however, due to COVID, he was not able to issue RFP and have the audit completed by spring of 2022. He therefore believed the City Council should retain MelansonHeath and that he would issue an RFP for the Fiscal Year 2022-2024.

Councilor Piccirilli moved to appoint MelansonHeath to conduct the Fiscal 2021 Audit and to complete a Request for a Proposal for audit services beginning with the Fiscal Year 2022 Audit; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

6. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS

A. An Order Accepting an Easement for Highway Purposes at the Southwest Corner of the Intersection of North Beacon Street and Irving Street and Authorizing the City Manager to Execute the Acceptance of Said Easement

Mr. Driscoll provided background on the matter and requested the Council's favorable consideration. Councilor Piccirilli moved to accept an easement for highway purposes at the southwest corner of the intersection of North Beacon Street and Irving Street and to authorize the City Manager to execute the acceptance of said easement; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

B. An Order Accepting a Pedestrian Access (Stone Dust Path) Easement Across 580 Pleasant Street Along the Charles River and Authorizing the City Manager to Execute the Acceptance of Said Easement

Mr. Driscoll provided background on the matter and requested the Council's favorable consideration. Councilor Piccirilli moved to accept the pedestrian access (stone dust path) easement across 580 Pleasant Street along the Charles River and to authorize the City Manager to execute the acceptance of said easement; Councilor Feltner seconded the motion. A point was made that the map indicated Paramount Place was a Private Way and that it should not be listed as such. Councilor Piccirilli moved to amend his motion that the Council should accept the pedestrian access (stone dust path) easement across 580 Pleasant Street along the Charles River and to authorize the City Manager to execute the acceptance of said easement except that the citation of Paramount Place as being a Private Way shall strike out the words "Private Way"; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

C. Consideration and Action on the 2020 Re-Precincting Plan

The Re-Precincting plan was based on the census. Some changes were needed to prevent voters having to vote in different precincts depending on whether the election were a state or local election. The street listing will be provided after the Secretary of State approves the map. This matter was scheduled to be taken up by the State on December 15, 2021, the next day.

In the discussion, Councilors discussed the following:

- The resident book should have individual precinct maps; this would be helpful to the voters. As there may changes made by the Secretary of State, precinct maps were not provided
- There were changes to the districts to prevent voters from having to vote in different precincts based on the type of election.
- Citizens need to be aware that precincts may change
- The Council is working with incomplete information without the street maps.
- In this instance, the state changed the state district boundaries based on the census before the local boundaries were altered; usually the

local governing body makes this change first. The City is working against a deadline.

- The process provides the City the ability to review and request adjustment before the state makes the adjustments
- The State adjusted the maps based on the City's response
- The Council has to vote to accept the map, sign a certificate, have it notarized, and return it to the Secretary of State office who then formally accepts it and registers it. If the Council fails to vote on the map as adjusted by the state based on local concerns, it is abdicating its responsibility. The state will accept the map it selects.
- If the City fails to vote and submit acceptance of the map, the City loses any role in the process. The boundaries will be set without local review. The decision is set to be made on the next day, December 15, 2021
- The acceptance was tabled previously due to inaccuracies that needed adjustments; now the Council needs to act
- The state goes by the legal description not the map
- Once approved the City Clerk defines the streets and notifies those voters whose precincts have changed in January
- There is a requirement for the Council to vote that a map be published with boundaries and that it be posted in public areas
- A request was made that a map of each precinct be placed on the website
- It would have been easier to have had a listing of what the changes were
- Council President Sideris stated when the changes are approved, there will be a one-page document listing what the changes were - an executive summary of the changes – available to the public

The motion was adopted unanimously on a voice vote. As there was concern that a motion had not been made, Councilor Piccirilli moved to approve the re-precincting map as presented; Councilor Palomba seconded the motion. The motion was adopted unanimously on a voice vote. Council President Sideris requested the Councilors to sign the documents being forwarded to them.

7. REPORTS OF COMMITTEES

A. Committee on Economic Development and Planning Report Regarding a Recommendation for the Transportation Network Company Funds - Lisa J. Feltner, Vice Chair

ACTION ITEM:

That the City Council appropriate the Transportation Network Company funds as follows:

\$8,000 for the City of Watertown's annual 2022 TMA dues

\$20,000 for a portion of the Bluebike operating costs

\$37,482 for a portion of the Pleasant Street shuttle operating costs

Councilor Feltner read the Committee report. Councilor Piccirilli moved to accept the Committee report; Councilor Gannon seconded the motion. The motion was adopted unanimously on a voice vote.

Councilor Piccirilli moved to appropriate the Transportation Network Company funds as follows:

- a) \$8,000 for the City of Watertown's annual 2022 TMA dues
- b) \$20,000 for a portion of the Bluebike operating costs
- c) \$37, 482 for a portion of the Pleasant Street shuttle operating costs

Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

B. Public Safety Committee Report Regarding the Current Operations and Services Provided by the Watertown Police Department – Lisa J. Feltner, Chair

Councilor Feltner read the Committee Report. Councilor Piccirilli moved to accept the report; Councilor Gannon seconded the motion. The motion was adopted unanimously on a voice vote.

8. NEW BUSINESS

Council President Sideris stated he would like to add a late agenda item – the request for a letter of support received that day permitting the DCDP to apply for a grant for the Pleasant Street shuttle. This grant would allow the City to go from a diesel powered vehicle to a battery powered vehicle. This would allow for two electric vehicles and the expansion of services. The letter needs to be submitted by Friday. The Department was requesting the support of the City Council.

Councilor Piccirilli moved to endorse the letter of support; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

9. COMMUNICATIONS FROM THE CITY MANAGER

A. Request for Confirmation of Reappointment to the Watertown Housing Authority

Mr. Driscoll stated that he was seeking confirmation of the reappointment of Cynthia Galligan to the Watertown Housing Authority as the Labor Representative. Under City Council Rules, the matter will be forwarded to the Committee on Human Services.

B. Request for Confirmation of Appointment to the Conservation Commission

Mr. Driscoll stated that he was seeking confirmation of the appointment of Darya Mattes to the Conservation Commission for a term ending on February 15, 2024. Under City Council Rules, the matter will be forwarded to the Committee on Public Works.

10. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS

Councilor Feltner asked who had custody of the City Seal and when could the City expect a high resolution of the seal. She also requested when could the City expect the Annual Report for 2020. She expressed her disappointment that the short-term rental zoning amendment had not been returned to the City Council for review.

Councilor Palomba requested responses to two previous requests and hoped they could be received before the end of the fiscal year.

11. ANNOUNCEMENTS

Council President Sideris announced that the consultant for the City Manager Search would be holding a community outreach meeting on January 12, 2022. The meeting would be held in the Council Chamber and on Zoom.

He also announced that on January 29, 2022, there would be a retirement party for City Manager Driscoll at the Hellenic Cultural Center starting at 7:00 p.m.

5. PRESIDENT'S REPORT

B. Acceptance of Proclamations

Council President Sideris stated this night was a moment of saying goodbye to some and hello to others.

He read a proclamation in honor of former Councilor Kenneth M. Woodland.

He then read a proclamation honoring Councilor Anthony J. Donato. Councilor Donato spoke that the moment was bittersweet, and that he was proud of all the accomplishments during his tenure, especially for the opportunity to lay the groundwork for the future. He thanked several people who assisted him at the City Hall especially his colleagues. He felt the Council works together even if members do not always agree and he felt each Councilor is devoted to the city. He thanked Council President Sideris who does a great job pushing the agenda to better the community and for being a mentor and friend. He thanked his family for their efforts; his wife with whom he can spend more time. He felt the city is in good hands moving forward.

Council President Sideris read the proclamation honoring Councilor Angeline B. Kounelis.

Councilor Kounelis thanked all and said it was a pleasure to serve with her colleagues; that she valued their friendships and the camaraderie; and that this was a bittersweet evening. She did state though that it was the right decision. She was grateful to the East Enders for placing their trust in her to act as their representative. She enjoyed the interaction with her constituents and provided an answer to them regardless of whether it was a favorable or unfavorable response, but she did follow up. She again thanked all for the experience.

Councilor Piccirilli moved to accept all three proclamations; Councilor Feltner seconded the motion.

Council President Sideris stated it was an honor and a pleasure to work with each of the councilors and that he learned from each one. Each Councilor worked hard for the betterment of the City of Watertown. He applauded them for being willing to serve.

City Manager Driscoll stated Councilors Woodland and Donato worked tirelessly to provide services for the citizens of Watertown to improve their quality of life. He applauded their diligence and dedication and appreciated their service and felt Watertown was a better place for their efforts. He thanked them for their warm working relationship and their friendship.

He then stated that Councilor Kounelis and he had a long history of working together. He believed that she made a 24/7 commitment to the citizens of Watertown. He cited her words stating that her greatest accomplishment was the opportunity to be voice that the silent majority depended on and respected to be their representative. He noted that she was an advocate for citizens of the community and sought to provide the highest level of services to improve their quality of life for all. He stated he valued her working relationship but above all her friendship.

Councilor Palomba thanked Councilor Kounelis for her service and dedication to the residents of the East End for whom she was a strong advocate. He learned from her the importance of standing up for what you believe in even if these votes did not agree with the majority. Those votes were made based on the conviction that it was the right thing to do. He said he appreciated Councilor Donato for his patience and for helping others to understand what was not immediately easy to understand. He felt Councilor Donato is a smart man who is respectful and does not find fault with those who do not have his level of knowledge. Rather he used his knowledge to benefit the Council and the City.

Councilor Bays stated she would miss Council Donato's insightful and kind demeanor; his intelligence that caught mistakes others did not; his thoughtfulness and care. She further mentioned that she admired Councilor Kounelis from who she learned to be more fearless and willing to go out on a limb. She appreciated her as a teacher and a friend.

Councilor Gannon stated it was great to work with each outgoing Councilor and that each was a fierce advocate for their constituents. He grateful for their example. He thanked Councilor Donato for being steadfast, thorough, and kind; he thanked Councilor Kounelis for setting the standard for constituent services that he hoped to emulate.

Councilor Piccirilli stated that Councilors Donato and Kounelis were team players working on the budget and that he enjoyed working with both. Councilor Woodland helped with long-range planning that set the stage for future generations. He stated he would miss each one and that it was a pleasure working with them.

Councilor Feltner thanked Councilor Woodland for his efficiency and pushing to get things done. She thanked Councilor Donato for being patient and willing to answer any question no matter how trivial. She thanked Councilor Kounelis for setting the standards for not getting discouraged and for the willingness to work for one's beliefs and for the betterment of one's constituents. She respected her professionalism at meetings, how she addressed people, and how she approached the questions and issues affecting the community.

Councilor Kounelis thanked everyone for their kind words but mentioned that no one mentioned "mother hen". The badge of Mother Hen of the East End is one that she wears proudly. She also thanked Mr. Driscoll for their history together.

Councilor Donato thanked everyone for their kind words. He also stated he wanted to thank his departing colleagues whom he described as public servants and not politicians because they often took stands that were not always popular, but in the best interests of their constituents. Watertown is better off for their efforts.

The motion was adopted unanimously on a roll call vote.

12. PUBLIC FORUM

Susan Falkoff – Stated that she had the pleasure of serving with each councilor. She stated she respected Councilor Donato who was always prepared, never grandstanded, asked good questions, and always acted with dignity. She wished him well. She expressed her admiration for Councilor Kounelis'

willingness to stand up for the East End, voting her conscience and letting others know why. She felt Councilor Kounelis would continue to be an activist and thanked her for her service.

13. RECESS OR ADJOURNMENT

Councilor Piccirilli moved to adjourn the meeting; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote. The meeting adjourned at 8:47 p.m.

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above minutes were adopted by a vote of ___ for, ___ against, ___ present on February 8, 2022.

Mark S. Sideris, Council President

s:/MWP

**TOWN COUNCIL MEETING
TUESDAY, DECEMBER 14, 2021, AT 7:00 P.M.
RICHARD E. MASTRANGELO COUNCIL CHAMBER
WITH REMOTE ACCESS OPPORTUNITIES**

LIST OF DOCUMENTS

1. Minutes of the Town Council Meeting – October 23, 2021 – Item 4A
2. Minutes of the City Council Meeting – November 9, 2021 – Item 4B
3. Proclamation Honoring the Service of Councilor Kenneth M. Woodland – December 14, 2021 – Item 5B
4. Proclamation Honoring the Service of Councilor Anthony J. Donato – December 14, 2021 – Item 5B
5. Proclamation Honoring the Service of Councilor Angeline B. Kounelis – December 14, 2021 – Item 5B
6. Letter Regarding the Community Connection Program, Watertown Application – City Council Mark S. Sideris, to David Mohler, Chair of the Metropolitan Planning Commission, State Transportation Building – December 14, 2021 – Item
7. Confirmation of Audit Firm – Thomas Tracy, City Auditor/Assistant City Manager for Finance, to City Council – December 10, 2021 – Item 5C
8. Agenda Item – An Order Accepting an Easement for Highway Purposes at the Southwest Corner of the Intersection of North Beacon Street and Irving Street and Authorizing the City Manager to Execute the Acceptance of Said Easement – Michael Driscoll, City Manager, to City Council – December 9, 2021 – Item 6A
9. Agenda Item – An Order Accepting a Pedestrian Access (Stone Dust Path) Easement Across 580 Pleasant Street Along the Charles River and Authorizing the City Manager to Execute the Acceptance of Said Easement – Michael Driscoll, City Manager, to City Council – December 9, 2021 – Item 6B
10. Agenda Item – Consideration and Action on the 2020 Re-Precincting Plan – Michael Driscoll, City Manager, to City Council – December 10, 2021 – Item 6C
11. Committee on Economic Development and Planning Report Regarding a Recommendation for the Transportation Network Company Funds – Lisa J. Feltner, Vice Chair – November 30, 2021 – Item 7A

12. Committee on Public Safety Report Regarding Current Operations and Services Being Provided by the Watertown Police Department – Lisa J. Feltner, Chair – October 19, 2021 – Item 7B
 - Sign In sheet
 - Emails Received during the October 19, 2021 Public Safety Committee Meeting
 - October 19, 2021 Public Safety Committee Meeting Report
13. Letter Regarding Community Connections Program, Watertown Application – Mark S. Sideris, City Council President, to David Mohler, Chair, Metropolitan Planning Organization, State Transportation Building – December 14, 2021 – Item 8
14. Request for Confirmation – Reappointment to the Watertown Housing Authority – Michael Driscoll, City Manager, to City Council – December 9, 2021 – Item 9A
15. Request for Confirmation – Appointment to the Conservation Commission – Michael Driscoll, City Manager, to City Council – December 9, 2021 – Item 9B
16. Request for Information Regarding the City Seal, 2020 Annual Report, and Short-Term Rental Zoning Amendment – Councilor Lisa J. Feltner – December 14, 2021 – Item 10

*Addendum to the
City Council
Meeting
December 14,
2021*



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CITY COUNCIL MEETING

TUESDAY, DECEMBER 14, 2021 AT 7:00 PM

RICHARD E. MASTRANGELO COUNCIL CHAMBER

AGENDA

ACCESS INFORMATION:

- A. The meeting will be televised through WCATV (Watertown Cable Access Television): WCATV.org
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1. ROLL CALL
 2. PLEDGE OF ALLEGIANCE
 3. PUBLIC FORUM
 4. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS
 - A. Minutes of the October 23, 2021 Town Council Meeting
 - B. Minutes of the November 9, 2021 City Council Meeting
 5. PRESIDENT'S REPORT
 - A. Discussion and Action on Moving Forward with a Vacancy on the Library Board of Trustees
 - B. Acceptance of Proclamations
 - C. Request for the City Council to Appoint MelansonHeath to Conduct the Fiscal 2021 Audit and to Vote to Have a Request for a Proposal Issued for Audit Services Beginning with the Fiscal Year 2022 Audit
 6. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS
 - A. An Order Accepting an Easement for Highway Purposes at the Southwest Corner of the Intersection of North Beacon Street and Irving Street and Authorizing the City Manager to Execute the Acceptance of Said Easement
 - B. An Order Accepting a Pedestrian Access (Stone Dust Path) Easement Across 580

Pleasant Street Along the Charles River and Authorizing the City Manager to Execute the Acceptance of Said Easement

C. Consideration and Action on the 2020 Re-Precincting Plan

7. REPORTS OF COMMITTEES

A. Committee on Economic Development and Planning Report Regarding a Recommendation for the Transportation Network Company Funds - Lisa J. Feltner, Vice Chair

B. Public Safety Committee Minutes of Tuesday, October 19, 2021 at 6:00 p.m.

8. NEW BUSINESS

9. COMMUNICATIONS FROM THE CITY MANAGER

A. Request for Confirmation of Reappointment to the Watertown Housing Authority

B. Request for Confirmation of Appointment to the Conservation Commission

10. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS

11. ANNOUNCEMENTS

12. PUBLIC FORUM

13. RECESS OR ADJOURNMENT

TOWN COUNCIL ATTENDANCE
MEETING DATE: DECEMBER 14, 2021

	YES	NO	PRESENT
CAROLINE BAYS	___X___	_____	_____
ANTHONY J. DONATO	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
ANGELINE B. KOUNELIS	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____



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District B Councilor

Emily Izzo
District D Councilor

ORDER # 93

2021- O - 93

**AN ORDER ACCEPTING AN EASEMENT FOR HIGHWAY PURPOSES
AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH
BEACON STREET AND IRVING STREET AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE ACCEPTANCE OF SAID
EASEMENT**

WHEREAS: 101 North Beacon LLC, as Trustee of 101 North Beacon Street Condominium Trust (the "Grantor"), is the owner of certain real property situated at 85-1010 North Beacon Street by virtue of a Quitclaim Deed date December 27, 2019, recorded with the Middlesex South District Registry of Deeds in Book 72065, Page 220 (the "Grantor Parcel"; and ted at 204 Arsenal Street; and

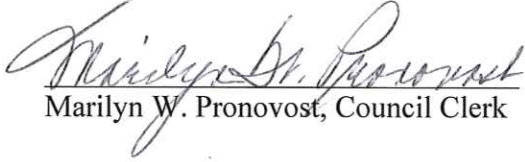
WHEREAS: In connection with Grantor's development of the Grantor Parcel, the Watertown Zoning Board of Appeals, in Case Number ZBA-2019-14 SP/SR granted certain zoning relief whereby Grantor agreed to an easement at the south west corner of the intersection of North Beacon Street and Irving Street for highway purposes, including, but not limited to, roadway, sidewalk, signals, equipment and related highway uses, as shown on a plan entitled "Exhibit A Plan 101 North Beacon Street, Watertown, Massachusetts," dated December 3, 2021, prepared by McKenzie Engineering Group (the "Easement Premises");

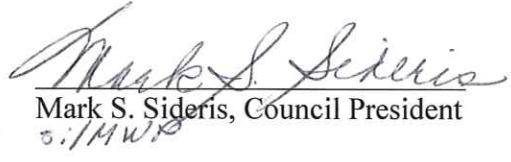
NOW THEREFORE BE IT ORDERED: That the City Council of the City of Watertown hereby accepts the Easement, on the terms and conditions as set forth in the Easement Agreement conveying the Easement Premises to the City of Watertown;

AND FURTHER: That the City Council hereby authorizes the City Manager to execute the Acceptance to the Easement Agreement conveying the Easement Premises to the City of Watertown.


S:JHWP Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Resolution was adopted by a vote 9 for, 0 against, and 0 present on December 14, 2021.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President
s:/MWS

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is entered into as of this ____ day of December, 2021 between 101 North Beacon LLC, a Massachusetts limited liability company with an address of 60 Thoreau Street, #262, Concord, MA 01742 as Trustee of 101 North Beacon Condominium Trust u/d/t dated November 12, 2021, and recorded with the Middlesex South District Registry of Deeds in Book 79142, Page 1 ("Grantor"), and the City of Watertown, a municipal association ("City" or "Grantee") having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WHEREAS, Grantor holds fee simple title to that certain parcel of real estate known as 85-101 North Beacon Street, Watertown, Massachusetts, being those same premises described in a Quitclaim Deed to the Grantor dated December 27, 2018, recorded with the Middlesex South District Registry of Deeds in Book 72065, Page 220, and that is further described on Exhibit A attached hereto (the "Grantor Parcel");

WHEREAS, in connection with a decision by the Watertown Zoning Board of Appeals on August 7, 2019, in Case Number ZBA-2019-14 SP/SR ("Zoning Decision") in which zoning relief was granted in connection with the Grantor's development of the Grantor Parcel, Grantor committed to grant an easement to the City at the corner of Irving Street and North Beacon Street to provide space for future upgrades to the intersection on that portion ("Easement Area") of the Grantor Parcel more particularly shown and described on the plan attached hereto as Exhibit B (the "Easement Plan");

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Grantor and City hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to the City, subject to the terms hereof and limited to the extent of Grantor's interest in the Easement Area, for highway purposes, including, but not limited to, roadway, sidewalk, signals, equipment and related highway uses. This easement shall run with the land and shall burden the Grantor Parcel and benefit the City. Grantor and Grantee shall not store any materials, non-permanent equipment, or any other items in the Easement Area.
2. Maintenance of Easement Area. With the exception of any signals and/or equipment installed by the City upon the Easement Area (which shall be the responsibility of the City), the Grantor shall keep the Easement Area in a safe condition (including snow and ice removal). The City shall maintain, repair and replace any signals and equipment installed by the City in the Easement Area, and shall have the right to enter upon the Easement Area for the purpose of performing such maintenance, repair, and replacement. The City shall be responsible at its sole cost and expense for the repair of any damage of the Easement Area caused by the City, its contractors, agents, servants, employees, permittees, and any other person or entity for which the City is responsible, and Grantor shall be responsible at its sole cost and expense for

the repair of any damage of the Easement Area caused by the Grantor, its contractors, agents, servants, employees, guests, permittees, Unit Owners, and any other person or entity for which Grantor is responsible. Notwithstanding any other provision set forth herein, in no event shall City or Grantor be permitted to exercise the rights granted hereunder in such a way as would cause damage to Grantor, City, or the Grantor Parcel.

3. Use; Compliance with Laws. City shall, and shall cause its contractors, agents, servants, employees, permittees, and any other parties using or accessing the Easement Area to (a) not injure, misuse or otherwise harm the Easement Area, (b) comply with all laws, codes, by-laws, ordinances, governmental regulations and insurance requirements (collectively, "Laws") applicable to the Easement Area, (c) not damage the Easement Area, and (d) not exercise the rights granted hereunder in such a way as would cause damage to the Easement Area, Grantor, the Grantor Parcel, the buildings on the Grantor Parcel, or any of the Grantor's property. In the exercise of its rights hereunder, the City shall not allow any hazardous materials to exist or be stored, located, discharged, possessed, managed, processed, transported or otherwise handled on the Grantor Parcel except in strict compliance with all environmental laws, and shall strictly comply with all environmental laws affecting the Grantor Parcel, including those laws regarding the generation, storage, disposal, release, transport and discharge of hazardous materials.
4. Grantors' Reserved Rights. The Easement hereby conveyed does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Easement Area. Grantor reserves the right to continue to use the Grantor Parcel, including the Easement Area, in a manner that does not unreasonably interfere with the Easement, including, without limitation: (a) to erect, outside of and along the Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within the Easement Area up to the paved edge located within the Easement Area that does not unreasonably interfere with the exercise of the rights granted herein; (c) to repair, replace, improve, maintain and use the Easement Area; and (d) to use, or to grant to others the right to use, the Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the easement rights.
5. Performance of Work. Whenever any construction, maintenance or replacement work is to be performed by the City within the Easement Area, such work (i) shall not be undertaken until the City shall have procured all authorizations and all consents for any activity proposed to be performed from other parties having rights in the Easement Area, if and to the extent such consents are required, (ii) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations, and (iii) shall be performed to the extent practicable in a manner that causes the minimum of interference with the use and enjoyment of the Grantor Parcel. If the City shall fail

to perform any of its maintenance or upkeep obligations within the Easement Area contemplated by this Easement Agreement, subject to events of Force Majeure (defined below), and such failure continues beyond thirty (30) days after Grantor has given the City notice of such default, then Grantor shall have the right (but not the obligation) to perform such maintenance or upkeep directly.

6. Restoration. To the extent that the exercise of the City's rights under this Easement Agreement involves construction or other work within the Easement Area, the City shall, at its sole cost and expense, promptly restore said land or area to the condition said land or area was in immediately prior to such exercise (including any landscaping or similar improvements) to the extent consistent with the City's exercise of its rights hereunder. If the City, or any person claiming by, through, or under the City causes any damage to the Grantor Parcel, the City shall promptly restore the same, at its sole cost and expense, to the condition the Grantor Parcel was in prior to such damage.
7. Condemnation. In the event of a condemnation or taking under governmental authority of all or a portion of the Easement Area set forth in this Agreement, any easement granted herein with respect to such affected Easement Area shall be suspended until such time as such affected Easement Area, or any condemned portion thereof, is restored, or the Easement Area shall be adjusted and reduced as the case may be.
8. Permissible Delay. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, pandemic, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons) (collectively, "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.
9. Grantor Liability. Except to the extent caused by the negligence or willful act of the Grantor, Grantor shall not be liable for damage, destruction, loss or theft of any property belonging to the City, or the contractors, agents, or employees of City or for any damage or injury to the person or property of City's servants, agents, employees caused by any person, instrumentality.
10. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants and easements to the extent in force and applicable, except for monetary encumbrances, if any, for which the City would require a release or subordination. Cambridge Savings Bank, being the sole mortgagee of the Grantor Parcel, is signing

below for the purpose of subordinating its interest in the Grantor Parcel to the rights and easements granted to the City hereunder.

11. Future Modification. This Easement Agreement may be modified, altered or otherwise changed only by a writing signed by all parties hereto and recorded with the Middlesex South District Registry of Deeds.
12. Notices. All notices under this Easement Agreement shall be in writing and shall be delivered in person, by certified mail-return receipt requested, or sent by a nationally-recognized overnight courier for next-business day delivery, or as Grantor or Grantee shall otherwise have given designated in writing to the other party. Notices shall be effective on receipt by the addressee or refusal of delivery by the addressee as evidenced by a return receipt or written confirmation of courier delivery.

If to Grantor

addressed to:

101 North Beacon Condominium Trust
c/o 101 North Beacon LLC
60 Thoreau Street, #262
Concord, MA 01742
Attn: Vincent G. MacNutt

with a copy, mailed under separate cover in the same manner to:

Smith Duggan Buell & Rufo LLP
101 Arch Street, Suite 1950
Boston, MA 02110
Attention: Paul Alan Rufo, Esq.

If to the City

addressed to:

Watertown City Council
City Hall
149 Main Street
Watertown, MA 02472
Attention: Michael J. Driscoll, City Manager

with a copy, mailed under separate cover in the same manner to:

KP Law
101 Arch Street, 12th Floor
Boston, MA 02110
Attention: Mark R. Reich, Esq.

13. Governing Law. This Easement Agreement shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted.
14. Severability. If any provision of this Easement Agreement, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Counterparts, Etc. This Easement Agreement may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement.
16. Effective Time. This Easement Agreement shall become effective upon its recordation with the Middlesex South District Registry of Deeds.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as an instrument under seal as of the day and year first set forth above.

GRANTOR:

101 North Beacon Condominium Trust

By: 101 North Beacon LLC, Trustee

By: _____
Vincent G. MacNutt, Manager

By: _____
Martin Cafasso, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 2021, before me, the undersigned notary public, personally appeared Vincent G. MacNutt, Manager of 101 North Beacon LLC, proved to me through satisfactory evidence of identification, which was his driver's license 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 on behalf of 101 North Beacon Condominium Trust.

Name:

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 2021, before me, the undersigned notary public, personally appeared Martin Cafasso, Manager of 101 North Beacon LLC, proved to me through satisfactory evidence of identification, which was his driver's license 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 on behalf of 101 North Beacon Condominium Trust.

Name:

My commission expires:

On this ____ day of December, 2021, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on December 14, 2021, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Access Right and Easement contained in the foregoing Easement Agreement between the City and Grantor, which is recorded herewith.

GRANTEE:

City of Watertown

By: _____
Name: Michael J. Driscoll
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

By: _____
Name: Katharine Lord Klein
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this ____ day of December, 2021, before me, the undersigned notary public, personally appeared Michael J. Driscoll, the City Manager of the City of Watertown proved to me through satisfactory evidence of identification which were _____ 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 on behalf of the City of Watertown.

Name:
My commission expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO EASEMENT AGREEMENT**

Reference is hereby made to a certain Mortgage dated December 17, 2018 as modified by a Modification Agreement dated December 30, 2019 given by 101 North Beacon Street LLC to Cambridge Savings Bank, recorded with the Middlesex South District Registry of Deeds at Book 73919, Page 589 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been recorded subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

Cambridge Savings Bank

By: David A. Ault
Its: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

December _____, 2021

On this _____ day of December, 2021, before me, the undersigned notary public, personally appeared David A. Ault, Senior Vice President of Cambridge Savings Bank, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Senior Vice President of Cambridge Savings Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

Exhibit A

Legal Description for Grantor Parcel

The land with the buildings thereon situated in Watertown, Middlesex County, Massachusetts, being described in four (4) parcels as follows:

Parcel I

being Lot marked "C N D" on a plan entitled "Plan of Land in Watertown, Mass." dated August, 1920, by Wilbur F. Learned, Town Eng., recorded with Middlesex South District Deeds in Plan Book 291, Plan 3, bounded and described as follows:

NORTHERLY	by North Beacon Street, Eighty (80) feet;
EASTERLY	by land now or formerly of Mrs. A.M. Silsbee, Fifty-three and 52/100 (53.52) feet (erroneously shown on said plan as Fifty-eight and 12/100 (58.12) feet), and by land now or formerly of Charles Brigham, being marked F on said plan, Eighty-six and 37/100 (86.37) feet;
SOUTHERLY	by Lots G and J as shown on said plan, Seventy-three and 88/100 (73.88) feet;
WESTERLY	by Lot E as shown on said plan, Forty-five (45) feet, and by Lot B as shown on said plan, Eighty-four and 83/100 (84.83) feet.

Containing 10,541 square feet of land more or less, according to said plan.

Parcel II

being Lot marked "F" on the above-mentioned plan, bounded and described as follows:

SOUTHEASTERLY	by Irving Street, Eighty-six and 97/100 (86.97) feet;
NORTHEASTERLY	by land now or formerly of Mrs. A.M. Silsbee, sixty-four (64) feet;
NORTHWESTERLY	by Lot C N D, as shown on said plan, eighty-six and 37/100 (86.37) feet; and
SOUTHWESTERLY	by land now or formerly of Charles Brigham, Sixty-four (64) feet.

Containing 5,528 square feet of land more or less, according to said Plan.

Parcel III

being Lots marked "A", "B" and "E" on the above-mentioned plan, bounded and described as follows:

NORTHEASTERLY by North Beacon Street, Sixty-five and 80/100 (65.80) feet;
EASTERLY by land now or formerly of William H. Illife, One Hundred twenty-nine and 83/100 (129.83) feet;
SOUTHWESTERLY by land now or formerly of Henry C. Burnham and land of owners unknown, One Hundred two and 13/100 (102.13) feet;
NORTHWESTERLY by Ladd Street, Eighty-nine and 83/100 (89.83) feet; and
NORTHERLY by a curved line forming the junction of Ladd Street and North Beacon Street, Thirty-nine and 52/100 (39.52) feet;

Containing 11,742 square feet of land more or less, according to said plan.

Parcel IV

being part of Lot 1 on a plan showing a part of North Beacon Street property of Charles Brigham – Watertown, Mass. dated January 1, 1911, recorded with said Deeds in Plan Book 192, Plan 24, bounded and described as follows:

Beginning at a point in the new Southerly line of North Beacon Street at land now or formerly of Charles Brigham;

Thence running Easterly and bound Northerly by North Beacon Street, Fifty-one and 44/100 (51.44) feet to a point;

Thence turning and running Southeasterly and bound Northeasterly by a curved line (20' rad) forming the junction of North Beacon Street and Irving Street, Thirty-four and 83/100 (34.83) feet;

Thence running Southerly and bound Easterly by said Irving Street, Forty-seven and 25/100 (47.25) feet;

Thence turning at a right angle and running Westerly and bounded Southerly by Lot 6 as shown on said plan, Sixty-four (64) feet;

Thence turning and running Northerly and bound Westerly by Lot 2, as shown on said plan, Fifty-three and 52/100 (53.52) feet.

Containing 3,993 square feet of land more or less, according to said plan.

Exhibit B
Easement Plan

Exhibit C

Vote of City Council

EXHIBIT 'A'

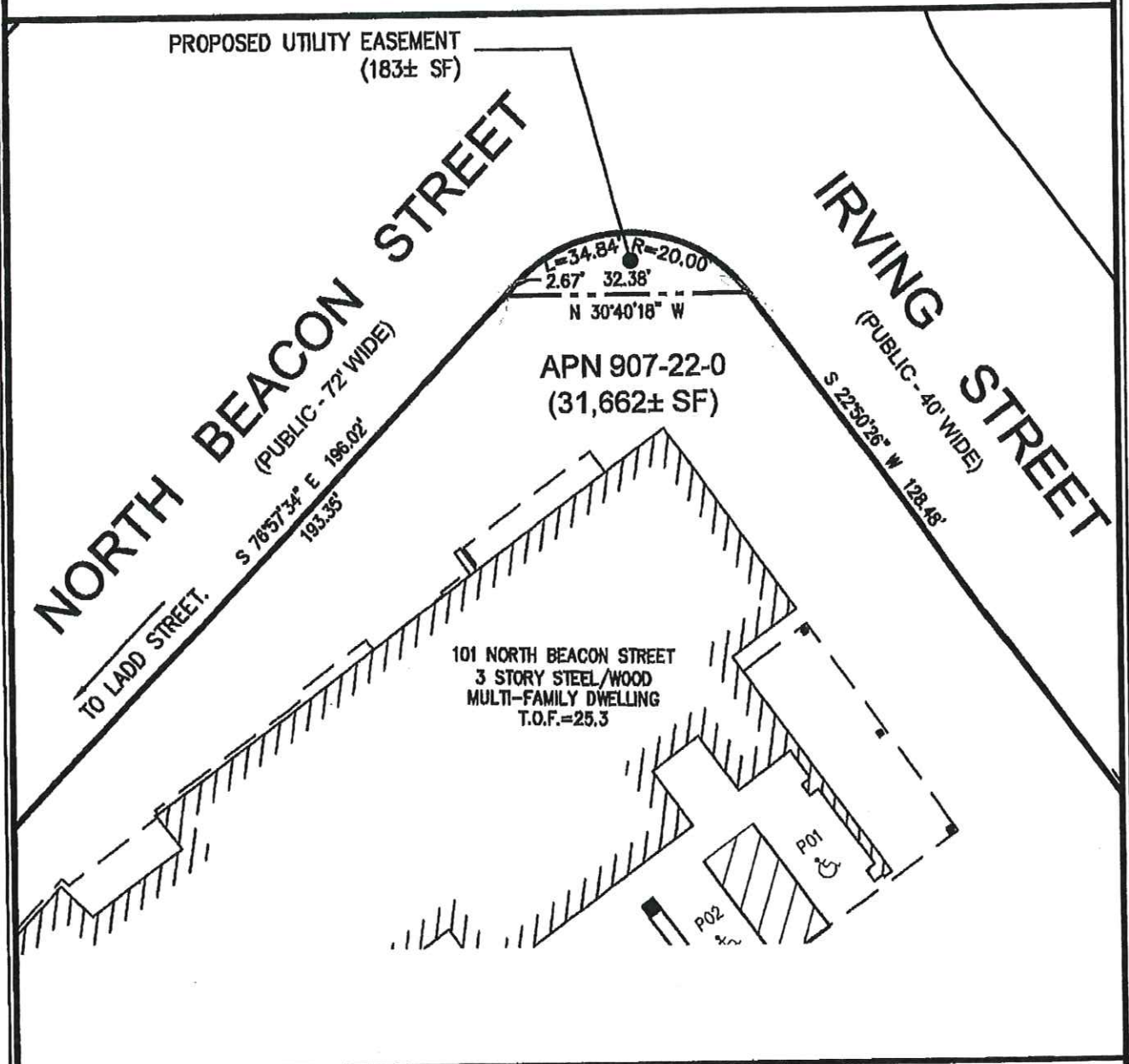
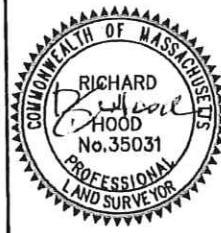


EXHIBIT A PLAN 101 NORTH BEACON STREET WATERTOWN, MASSACHUSETTS

MEG
MCKENZIE
ENGINEERING GROUP
Asenippl Office Park
160 Longwater Drive, Suite 101
Norwall, MA 02061
P: 781.792.3900
F: 781.792.0333
www.mckeng.com

PREPARED FOR
101 NORTH BEACON, LLC
60 THOREAU STREET
CONCORD, MA



DRAWN BY:	RJH
DESIGNED BY:	ESS
CHECKED BY:	RTL
APPROVED BY:	RJH
DATE:	03DEC21
SCALE:	1"=10'
PROJECT NO.:	218-144
DWG. NO.	E-1

LEGAL DESCRIPTION – UTILITY EASEMENT – 101 NORTH BEACON STREET

THAT CERTAIN EASEMENT PARCEL OF LAND, SITUATED ON WATERTOWN ASSESSORS PARCEL NUMBER (APN) 907-22-0 (NUMBER 101 NORTH BEACON STREET), IN WATERTOWN, MIDDLESEX COUNTY, MASSACHUSETTS, BEING SHOWN ON A PLAN PREPARED BY MCKENZIE ENGINEERING GROUP, INC., ENTITLED "EXHIBIT 'A' PLAN, 101 NORTH BEACON STREET, WATERTOWN, MA, SCALE: 1" = 20', 03DEC21. SAID PARCEL IS MORE PARTICULARLY DESCRIBED ACCORDING TO SAID PLAN AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID NORTH BEACON STREET, SAID POINT BEARING S 76°57'34" E, 193.35' FROM THE EASTERLY INTERSECTION WITH LADD STREET;

THENCE: RUNNING S 76°57'34" E, A DISTANCE OF 2.67', ALONG SAID SOUTHERLY LINE OF NORTH BEACON STREET TO A POINT OF CURVATURE STREET;

THENCE: TURNING AND RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20.00', AN ARC LENGTH OF 34.84' TO THE POINT OF TANGENCY ON THE WESTERLY LINE OF IRVING STREET, A PUBLIC WAY;

THENCE: TURNING AND RUNNING N 30°40'18" W A DISTANCE OF 32.38' TO THE POINT OF BEGINNING.

SAID EASEMENT COMPRISES AN AREA OF 183 SQUARE FEET OF LAND, MORE OR LESS, AND IS SHOWN AS A UTILITY EASEMENT ON THE AFOREMENTIONED PLAN.



Watertown Town Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

ORDER # 94

2021- O - 94

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

Caroline Bays
Councilor At Large

Anthony J. Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

AN ORDER ACCEPTING A PEDESTRIAN ACCESS (STONE DUST PATH) EASEMENT ACROSS 580 PLEASANT STREET ALONG THE CHARLES RIVER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ACCEPTANCE OF SAID EASEMENT

WHEREAS: G&I X/GP4 580 Pleasant LLC (the "Grantor"), is the owner of certain real property situated at 580 Pleasant Street, by virtue of the Quitclaim Deed dated as of January 15, 2021, filed with Middlesex South Registry of Land Court as Document No. 1868414 (the "Grantor Parcel"); and

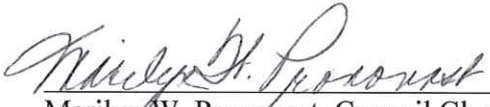
WHEREAS: In connection with Grantor's development of the Grantor Parcel, the Watertown Planning Board granted a Special Permit (PB-2021-01-SP), whereby Grantor agreed to permit pedestrian access over a portion of the Grantor Parcel, for recreational purposes, providing a means of public access along the Charles River, show as a "10-Foot Wide Stone Dust Path Easement Area" on a plan entitled "Exhibit Plan in Watertown Massachusetts Prepared for G&I X/GP4 580 Pleasant LLC" dated August 18, 2021, prepared by VHB, Inc. (the "Pedestrian Access Pathway");

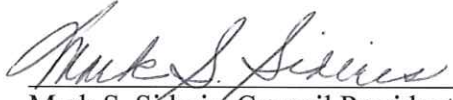
NOW THEREFORE BE IT ORDERED: That the City Council of the City of Watertown hereby accepts the Pedestrian Access Pathway, on the terms and condition as set forth in the Pedestrian Access Easement Agreement (Stone Dust Path) conveying the Pedestrian Access Pathway to the City of Watertown;

AND FURTHER: That the City Council hereby authorizes the City Manager to execute the Acceptance to the Pedestrian Access Easement Agreement (Stone Dust Path) conveying the Pedestrian Access Pathway to the City of Watertown.


Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Resolution was adopted by a vote 9 for, 0 against, and 0 present on December 14, 2021.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President

**PEDESTRIAN ACCESS EASEMENT AGREEMENT
(STONE DUST PATH)**

This Pedestrian Access Easement Agreement (this "Agreement") is made as of the _____ day of _____, 202__ by **G&I X/GP4 580 PLEASANT LLC**, a Delaware limited liability company ("Grantor"), having a mailing address at c/o Griffith Properties, LLC, 22 Boston Wharf Road, 7th Floor, Boston, Massachusetts 02210, to and for the benefit of the **CITY OF WATERTOWN**, a municipal corporation ("City"), having a mailing address at 149 Main Street, Watertown, Massachusetts 02472.

BACKGROUND RECITALS

A. Grantor owns the land with the buildings thereon located at 580 Pleasant Street, Watertown, Massachusetts, by virtue of the Quitclaim Deed of Fluid Management Systems, Inc., dated as of January 15, 2021, filed with the Southern Middlesex County Registry District of the Land Court on January 28, 2021 as Document No. 1868414, as affected by that certain Notice of Voluntary Withdrawal of Land from the Registration System dated _____, 202__ and recorded with the Middlesex Southern District Registry of Deeds in Book _____, Page _____, and being shown as Lot 10 on the plan entitled, "Plan of Land in Watertown, Massachusetts," dated January 14, 2021, revised May 4, 2021, prepared by VHB, Inc., and recorded with the Middlesex Southern District Registry of Deeds as Plan No. _____ of 202__ (the "Grantor's Property").

B. Grantor intends to make certain improvements to Grantor's Property, and in connection therewith, has obtained approval with conditions for a Special Permit from the Watertown Planning Board, such approval being evidenced by a Planning Board Decision dated March 10, 2021, filed for registration with the Southern Middlesex County Registry District of the Land Court as Document No. 1880354 (the "Special Permit Approval"). Pursuant to the Special Permit Approval, Grantor obtained approval to make certain alterations to Grantor's Property, including establishing a public pedestrian access way along the Charles River. Grantor is delivering this easement pursuant to the terms and conditions of the Special Permit Approval, including Section VII, Condition No. 18 thereof, which requires, in part, that Grantor provide easements for on-site public use and pedestrian access.

GRANT OF EASEMENT

1. Easement. Grantor hereby grants to the City a permanent, non-exclusive easement for use as a pedestrian access way upon the existing walkway commonly referred to as the "Stone Dust Path" located within that portion of Grantor's Property defined and described hereinafter as the "Easement Area", all upon the terms and conditions set forth below. The

pedestrian access rights granted hereunder shall run to the benefit of the general public, as contemplated pursuant to the Special Permit Approval.

2. Easement Area. The easement rights granted hereunder shall be limited to the portion of Grantor's Property described on Exhibit A attached hereto (the "Easement Area") and shown on the plan entitled "Exhibit Plan in Watertown, Massachusetts, Prepared for G&I/GP4 580 Pleasant LLC," dated August 18, 2021, a copy of which is attached marked Exhibit B.

3. Maintenance. Grantor shall be responsible for the customary maintenance and repair of the Easement Area; provided, however, that the City shall have the right to perform snow removal within the Easement Area as the City determines reasonably necessary.

4. Reservation of Rights. Grantor hereby reserves the right to access the Easement Area for customary purposes incidental to Grantor's ownership and development of Grantor's Property, including the right to install, maintain, repair, and replace within the boundaries of the Easement Area, at Grantor's sole expense, any and all utilities reasonably necessary in order to serve the land and improvements owned by Grantor, so long as the same do not materially interfere with the City's use of the Easement Area for the purposes granted hereunder.

5. Special Permit Conditions. By acceptance hereof, the City agrees that this instrument satisfies all conditions and requirements in the Special Permit Approval requiring the establishment of a public pedestrian access easement across Grantor's Property, including, without limitation, Section VII, Condition No. 18 thereof.

6. Release. It is the intention of the parties that the Easement Area be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, this right constitutes an "interest in land" under Massachusetts General Laws Chapter 21, Section 17C (or such other state or local law that hereafter affords the same or similar protections), and that Grantor, and all those claiming by, through or under Grantor, shall be afforded all of the rights, protections, privileges and benefits granted thereunder, and as such, Grantor, and all those claiming by, through or under Grantor, shall not be liable for personal injuries or property damage sustained by members of the public in connection with the rights granted hereunder including, without limitation, a minor or any other person or personal pet(s) on the Easement Area.

7. Bind and Inure. The rights created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, including, in the case of the City, the public; provided, however, that the Grantor shall only be responsible hereunder for matters occurring and claims arising during its period of ownership of the Grantor's Parcel. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantor, or any partner of Grantor, or any affiliate of Grantor, shall have any personal liability under this Grant. In addition, no party to this Grant shall have personal liability under this Grant. In the event any person obtains a judgment against Grantor in connection with this Grant, such person's sole recourse shall be to the estate and interest of Grantor in and to Grantor's Parcel.

8. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person, by certified mail-return receipt requested, or by a recognized expedited overnight delivery service, at the following address, or such future address as may be designated by notice in writing:

If to Grantor, addressed to:

G&I X/GP4 580 Pleasant LLC
c/o Griffith Properties, LLC
22 Boston Wharf Road, 7th Floor
Boston, MA 02210

If to the CITY, addressed to:

City of Watertown
149 Main Street
Watertown, MA 02472
Attention: City Manager

9. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants and easements to the extent in force and applicable, except for monetary encumbrances, if any, for which the City would require a release or subordination. Athene Annuity and Life Company, being the sole mortgagee of Grantor's Property, is signing below for the purpose of subordinating its interest in Grantor's Property to the rights and easements granted to the City hereunder.

10. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted. If any provision of this Agreement, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Agreement may be executed and each shall be deemed an original.

[SIGNATURE ON FOLLOWING PAGE]

Executed under seal as of the day and year first written above.

G&I X/GP4 580 Pleasant LLC, a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH/STATE OF _____

County of _____, ss.

On this ____ day of _____, 202__, personally appeared _____, 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/she signed it voluntarily for its stated purpose, in his/her capacity as _____ of G&I X/GP4 580 Pleasant LLC, as the voluntary act and deed of said limited liability company.

Notary Public
My commission expires:

ACCEPTANCE OF PEDESTRIAN ACCESS EASEMENT AGREEMENT

On this ____ day of _____, 202__, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on December 14, 2021, a certified copy of which is attached hereto as Exhibit C, hereby accepts the foregoing Pedestrian Access Easement granted to the City by Grantor, which is recorded herewith.

CITY:

CITY OF WATERTOWN

Name:

Title: City Manager

Hereunto duly authorized

Approved as to form by City Attorney:

Name: Katharine Lord Klein

Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, the City Manager of the City of Watertown, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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:

Exhibit A

Description of Easement Area

A CERTAIN 10-FOOT WIDE STONE DUST PATH EASEMENT LOCATED ON A PARCEL OF LAND SITUATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PLEASANT STREET AND PARAMOUNT PLACE AND ALONG THE CHARLES RIVER, IN THE COUNTY OF MIDDLESEX, THE CITY OF WATERTOWN, COMMONWEALTH OF MASSACHUSETTS, HEREIN DESCRIBED;

COMMENCING AT A POINT AT THE NORTHWEST CORNER OF THE PROPERTY (580 PLEASANT STREET) THENCE S 18°43'22" W FOUR HUNDRED FORTY SIX AND FOURTEEN HUNDREDTHS FEET (446.14) TO THE POINT OF BEGINNING, BEING THE CENTERLINE OF SAID 10-FOOT WIDE EASEMENT AREA; THENCE

S 69°06'27" E	A DISTANCE OF FIFTY THREE AND FORTY EIGHT HUNDREDTHS FEET (53.48') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF THIRTY FOUR AND NO HUNDREDTHS FEET (34.00'), A LENGTH OF SEVENTEEN AND SEVENTY ONE HUNDREDTHS FEET (17.71') TO A POINT; THENCE
N 81°03'09" E	A DISTANCE OF FIFTEEN AND SEVENTY ONE HUNDREDTHS FEET (15.71') TO A POINT; THENCE
SOUTHEASTERLY	AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF TWENTY SIX AND NO HUNDREDTHS FEET (26.00'), A LENGTH OF TWENTY AND EIGHTY ONE HUNDREDTHS FEET (20.81') TO A POINT; THENCE
S 53°05'27" E	A DISTANCE OF TWO HUNDRED THIRTY THREE AND TWENTY SEVEN HUNDREDTHS FEET (233.27') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF FOURTEEN AND NO HUNDREDTHS FEET (14.00'), A LENGTH OF ELEVEN

	AND EIGHTY NINE HUNDREDTHS FEET (11.89') TO A POINT; THENCE
N 78°16'02" E	A DISTANCE OF TEN AND TWENTY THREE HUNDREDTHS FEET (10.23') TO A POINT; THENCE
SOUTHEASTERLY	AND CURVING TO THE RIGHT ALONG THE ARC OF A CURVE HAVING A RADIUS OF FOURTEEN AND NO HUNDREDTHS FEET (14.00'), A LENGTH OF ELEVEN AND EIGHTY NINE HUNDREDTHS FEET (11.89') TO A POINT; THENCE
S 53°04'25" E	A DISTANCE OF EIGHTEEN AND SEVENTY SEVEN HUNDREDTHS FEET (18.77') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF FOURTEEN AND NO HUNDREDTHS FEET (14.00'), A LENGTH OF NINE AND EIGHTY NINE HUNDREDTHS FEET (9.89') TO A POINT; THENCE
N 86°27'17" E	A DISTANCE OF TWO HUNDRED TWENTY AND THIRTY THREE HUNDREDTHS FEET (220.33') TO A POINT; THENCE
NORTHEASTERLY	AND CURVING TO THE LEFT ALONG THE ARC OF A CURVE HAVING A RADIUS OF THIRTY FOUR AND NO HUNDREDTHS FEET (34.00'), A LENGTH OF TWENTY AND ELEVEN HUNDREDTHS FEET (20.11') TO A POINT; THENCE
N 54°18'00" E A DISTANCE OF FORTY NINE AND SIXTY TWO HUNDREDTHS FEET (49.62') TO THE END POINT OF SAID CENTERLINE, ON THE EASTERLY BOUNDARY LINE BEING THIRTY ONE AND THIRTY SEVEN HUNDREDTHS FEET (31.37') SOUTH OF A BOUND.	

Exhibit B

Easement Plan

[Attached]

Exhibit C

City Council Vote

[Attached]

CONSENT TO EASEMENT

The undersigned, in connection with that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of January 19, 2021, made by G&I X/GP4 580 PLEASANT LLC, a Delaware limited liability company, as mortgagor ("Grantor"), to ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation, as mortgagee ("Lender"), in the principal sum of up to Sixty-Eight Million and No/100 Dollars (\$68,000,000.00) and filed January 28, 2021, in Book 1568, Page 140 with the Middlesex South District Registry of the Land Court, secured in part by Grantor's Property, hereby acknowledges that it has received a copy of the foregoing Pedestrian Access Easement Agreement (the "Easement Agreement") between Grantor and the City of Watertown, and hereby consents to said Easement Agreement. Lender hereby unconditionally and irrevocably subordinates all of its interest, now or hereafter arising, in Grantor's Property to the Easement Agreement; this consent shall be binding on Lender and its successors and assigns.

[SIGNATURE APPEARS NEXT PAGE]

ATHENE ANNUITY AND LIFE COMPANY,
an Iowa corporation
By: Apollo Insurance Solutions Group LP,
its investment adviser
By: AISG GP Ltd.,
its General Partner
By: Apollo Global Real Estate Management, L.P.,
its sub-adviser
By: Apollo Global Real Estate Management GP,
LLC, its General Partner

By: _____
Name: _____
Title: _____

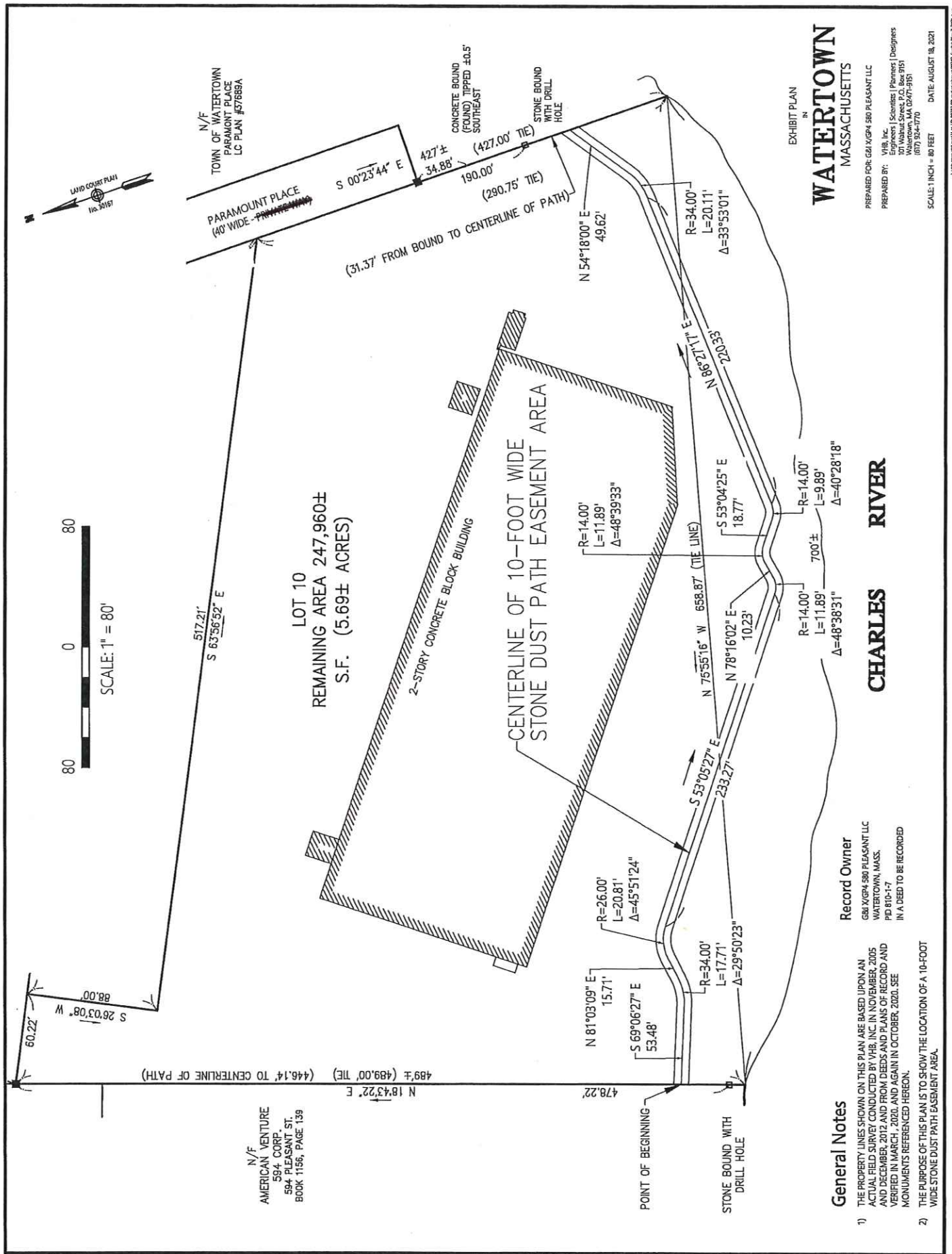
STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY APPEARED BEFORE ME, _____, a Notary
Public for the State and County aforesaid, _____, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the within instrument for the purposes therein
contained, and who further acknowledged that such person is the _____ of
the maker or a constituent of the maker and is authorized by the maker or by its constituent, the
constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this _____ day of _____, 202__.

Notary Public

My commission expires: _____





CITY OF WATERTOWN

Office of the City Clerk
Administration Building
149 Main Street
Watertown, Massachusetts 02472

Janet M. Murphy
City Clerk/Chief Election Officer
14 December 2021

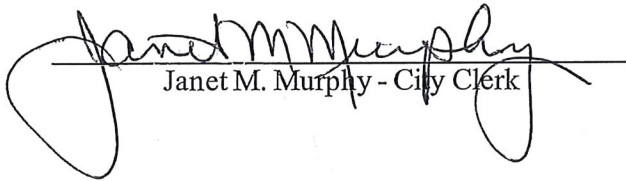
Telephone (617) 972-6486
Fax (617) 972-6595

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

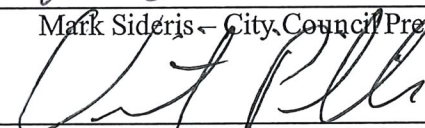
RE: **CITY OF WATERTOWN 2020 RE-PRECINCTING**

We, the undersigned, hereby certify that at a meeting held on December 14, 2021, the City Council voted to accept as presented by the City Clerk the 2020 Re-Precincting Plan for the City of Watertown.

A true copy ATTEST:

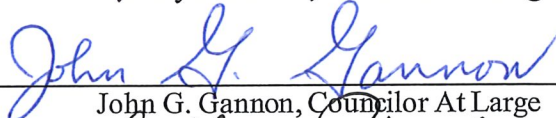

Janet M. Murphy - City Clerk

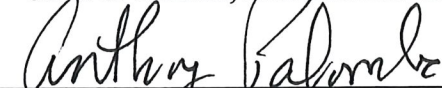

Mark Sideris - City Council President

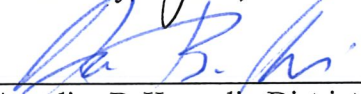

Vincent J. Piccirilli, Jr., Vice Pres/ District C Councilor


Caroline Bays, Councilor At Large


Anthony J. Donato, Councilor At Large


John G. Gannon, Councilor At Large


Anthony Palomba, Councilor At Large


Angeline B. Kounelis, District A Councilor


Lisa J. Feltner, District B Councilor


Emily C. Izzo, District D Councilor



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

Caroline Bays
Councilor At Large

Anthony J. Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

December 14, 2021

Mr. David Mohler, Chair
Metropolitan Planning Organization
State Transportation Building
10 Park Plaza, Suite 2150
Boston, MA 02116-3968

RE: Community Connections Program, Watertown application

Dear Mr. Mohler,

The Watertown City Council strongly supports and endorses the work of the Watertown Transportation Management Association (WTMA) and their efforts to create and help fund a commuter shuttle in Watertown. The City, working with the WTMA, has recently launched limited shuttle service on Pleasant Street in Watertown, with the goal of decreasing congestion and greenhouse gas emissions. Funding support from the Community Connections Program offers a real opportunity to increase shuttle service to once per half hour, and to use electric vehicles to reduce greenhouse gas emissions to zero, and promote mode shift. The City, which is a member of the WTMA is committed to providing a local match from TNC funds, supplementing the private sector shuttle fees.

Watertown has experienced a major increase in development, both residential and commercial. Pleasant Street is one of the corridors experiencing significant growth, particularly in the Life Science sector. However, there is no MBTA service connecting people to jobs and services. Most residents and employees use their cars to commute to work. The proposed commuter shuttle will connect Pleasant Street residents and employees to MBTA bus service in Watertown Square and Watertown Yard with 6 bus lines, and directly to the Red Line and 12 bus lines in Harvard Square.

A commuter shuttle may be our best opportunity to increase non-SOV access to area jobs, by connecting to the MBTA system. The Town is strongly committed to reducing SOV travel and greenhouse gases, and sees this as an

opportunity to accomplish both. Symbolic of our commitment, the Town and WTMA are also working with Alexandria Real Estate to expand shuttle service along Arsenal Street, another corridor experiencing significant development. These two efforts together could have a significant impact on congestion and air quality in the area.

We thank you for your consideration of our project, and look forward to working with you on it.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark S. Sideris". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark S. Sideris
Council President

TOWN COUNCIL ROLL CALL VOTE
MEETING DATE: DECEMBER 14, 2021

	YES	NO	PRESENT
ANTHONY J. DONATO	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
ANGELINE B. KOUNELIS	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI, JR.	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO APPROPRIATE THE TRANSPORTATION NETWORK COMPANY FUNDS AS FOLLOWS:

- a) \$8,000 FOR THE CITY OF WATERTOWN'S ANNUAL 2022 TMA DUES
- b) \$20,000 FOR A PORTION OF THE BLUEBIKE OPERATING COSTS
- c) \$37, 482 FOR A PORTION OF THE PLEASANT STREET SHUTTLE OPERATING COSTS

From: [Feltner, Lisa](#)
To: [Pronovost, Marilyn](#)
Cc: [Sideris, Mark](#); [Driscoll, Michael](#)
Subject: Request for Info_Feltner Dec 14
Date: Wednesday, December 15, 2021 9:06:47 PM

Hi Marilyn,

I write to confirm my request for info from the Dec 14 Council meeting:

1. Who has custody of the official town Seal? When can we expect a a high resolution file format for the seal?
2. When can we expect the 2020 Annual Report for Watertown? Do we anticipate the 2021 Annual Report will be produced on time?
3. I appreciate the extenuating circumstances but am disappointed that the draft Short Term Rental Zoning Amendment has not come back to the Council from the Planning Board. When might we expect this along with the STR Regulations?

Thanks much, Lisa

*Lisa J. Feltner, Watertown Councilor District B
Direct (617) 926-5344; or Council Clerk Office (617) 927-6470*



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Councilor At Large

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Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

PROCLAMATION

WHEREAS: Kenneth M. Woodland has served as the Town Councilor for District D with distinction and pride demonstrating his commitment and dedication to the citizenry of the City of Watertown; and

WHEREAS: Kenneth M. Woodland was elected by the people of the City of Watertown to serve as the District D Councilor, serving more than nine years, for which he has discharged his duties faithfully, fairly, and honorably; and

WHEREAS: Councilor Woodland has served as a vital link between local government and the community it seeks to serve; and

WHEREAS: Councilor Woodland served on various subcommittees including the Budget and Fiscal Oversight; Economic Development and Planning; Public Works; Rules and Ordinances; and as the first Chair of the Parks and Recreation Committee; and as a member of the Committee of the Whole; and

WHEREAS: Councilor Woodland has worked to ensure sound fiscal policies, creative economic development, and goals for parks and recreation to secure for the citizens of the community a higher quality of life; and he established the Community Snow Shoveling Program.

NOW THEREFORE BE IT RESOLVED: That the City Council, acting on behalf of the people of Watertown, does hereby extend its deepest appreciation to Ken and takes great pride in honoring him. We thank him for his many years of service and look forward to his continued interest and commitment in community affairs and wish him all the best in all of his future endeavors.

IN WITNESS THEREOF, I have
Hereunto set my hand and caused the
Great Seal of the City of Watertown
To be affixed on this 14th day of
December 2021

Mark S. Sideris, Council President





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Vice President &
District C Councilor

Caroline Bays
Councilor At Large

Anthony J. Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

PROCLAMATION

WHEREAS: Anthony J. Donato has served as an at-large Town and City Councilor with distinction and pride demonstrating his commitment and dedication to the citizenry of the City of Watertown; and

WHEREAS: Anthony J. Donato was elected by the people of the City of Watertown to serve as one the four At Large Councilors, serving two terms, for which he has discharged his duties faithfully, fairly, and honorably; and

WHEREAS: Councilor Donato has served as a vital link between local government and the community it seeks to serve; and

WHEREAS: Councilor Donato served on various subcommittees including the Budget and Fiscal Oversight; Human Services; Public Works; State, Federal, and Regional Government; the Rules and Ordinances Committee which he chaired; and as a member of the Committee of the Whole along with his tireless effort during the discussion on attempting to revise the noise ordinance were very beneficial to the committee and the community; and

WHEREAS: Councilor Donato worked to maintain sound solid government processes to assist the citizens in their lives in a quiet and efficient manner.

NOW THEREFORE BE IT RESOLVED: That the City Council, acting on behalf of the people of Watertown, does hereby extend its deepest appreciation to Anthony and takes great pride in honoring him. We thank him for his many years of service and look forward to his continued interest and commitment in community affairs and wish him all the best in all of his future endeavors.

IN WITNESS THEREOF, I have
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December 2021


Mark S. Sideris, Council President





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Councilor At Large

Anthony J. Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo
District D Councilor

PROCLAMATION

WHEREAS: Angeline "Angie" B. Kounelis has served as a Town and City Councilor for District A with distinction and pride demonstrating her commitment and dedication to the citizenry of the City of Watertown; and

WHEREAS: Angeline B. Kounelis was elected by the people of the City of Watertown to serve as the East End Councilor, serving eight terms, for which she has discharged her duties faithfully, fairly, and honorably; and

WHEREAS: Councilor Kounelis has served as a vital link between local government and the community it seeks to serve; and

WHEREAS: Councilor Kounelis has served on most subcommittees including the Budget and Fiscal Oversight since its inception in 2006 where she provided thoughtful and extremely helpful suggestions on many items; Personnel and Town Organization; State, Federal, and Regional Government serving for many years as the Chair; and as a member of the Committee of the Whole; and

WHEREAS: Councilor Kounelis has worked tirelessly to assist the members of her district to continually improve the quality of their daily life and to keep them informed of local activities and was an excellent in responding to many issues that came before her everyday.

NOW THEREFORE BE IT RESOLVED: That the City Council, acting on behalf of the people of Watertown, does hereby extend its deepest appreciation to Angie and takes great pride in honoring her. We thank her for her many years of service and look forward to her continued interest and commitment in community affairs and wish her all the best in all of her future endeavors.

IN WITNESS THEREOF, I have
Hereunto set my hand and caused the
Great Seal of the City of Watertown
To be affixed on this 14th day of
December 2021

Mark S. Sideris, Council President

