



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

John M. Airasian
Councilor At Large

Caroline Bays
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

CITY COUNCIL MEETING TUESDAY, AUGUST 9, 2022, 6:15 P.M. RICHARD E. MASTRANGELO COUNCIL CHAMBER

MINUTES

ACCESS INFORMATION:

- A. The meeting will be televised through WCATV (Watertown Cable Access Television):
<http://vodwcatv.org/CablecastPublicSite/?channel=3>
- 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: (877) 853-5257 or (888) 475-4499 (TollFree) 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 6:15 p.m. in the Richard E. Mastrangelo Chamber, Administration Building. Those present were Councilors John M. Airasian, Caroline Bays, Lisa J. Feltner, John G. Gannon, Nicole Gardner, Emily Izzo, Anthony Palomba, and Council President Mark S. Sideris. Vice President Vincent J. Piccirilli attended via Zoom. Also present were Thomas Tracy, Acting City Manager, Mark Reich, Town Attorney, and Marilyn W. Pronovost, Council Clerk.

2. EXECUTIVE SESSION – 6:15 P.M.

Councilor Gardner moved to enter into executive session; Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

3. RETURN TO SESSION – 7:00 P.M.

4. PLEDGE OF ALLEGIANCE

5. PUBLIC FORUM

Pat Rathbone – She urged the Councilors to adopt the Watertown Action Plan and thanked all residents who assisted with the plan in any fashion. She especially thanked Laurel Schwab stating Laurel was essential to the plan’s success.

Brian Hebieson – 170 Worcester St. – Stated his strong support for a strong climate and energy plan that has been worked on for a long time. A great deal of work was completed by many people, and it deserves the Council’s support. He wanted to thank Ed Lewis and Laurel Schwab in particular for their efforts.

Jocelyn Tagger – She encouraged the Council to vote for the Climate Action Plan and felt this was a moment for celebration after the completion of so much work. She also asked the Council to vote favorably on Janet Jameson’s memorial.

Angeline B. Kounelis – Councilor Piccirilli read a statement regarding the voting stations for Precincts 1 and 3.

6. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS

A. Special City Council Meeting Minutes - June 21, 2022

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

B. City Council Meeting Minutes - June 28, 2022

Councilor Piccirilli moved to adopt the minutes as written subject to the addition of the addendum; Councilor Feltner seconded the motion. The motion was adopted on a roll call vote.

C. City Council Meeting Minutes - July 12, 2022

Councilor Piccirilli moved to adopt the minutes subject to the correction of the name of the Interim Council Clerk and the correction of the registration of the vote on two matters; Councilor Feltner seconded the motion. The matter was adopted unanimously on a roll call vote.

7. PRESIDENT’S REPORT

A. Authorizing a Petition for Special Legislation Regarding Adoption of an Act Relative to Property Tax Classification

Council President Sideris read the Legislative request worked on as a result of Councilors Izzo’s and Airasian’s efforts.

Councilor Piccirilli moved to adopt a resolution authorizing a petition for special legislation regarding adoption of an act relative to property tax classification;

Councilor Gannon seconded the motion.

Mr. Smith, City Assessor, was asked to give an example of what was the effect of the current statute. He stated the City needs to raise \$140,000,000 in real estate taxes. With the current shift of 61%, \$85,000,000 has to be raised by residents; however, if the shift was 50% paid by residents, they would pay \$70,000,000, a reduction of \$15,000,000 of the financial burden. This would break down to approximately a \$1,500 savings per property.

It was pointed out that to offset the imbalance in the tax structure, there is a need for more housing in the City. At the end of the three-year period requested in the legislation, the problem will still be there if further action is not taken.

The motion was adopted unanimously on a roll call vote.

B. Consideration and Action on the City Auditor's Position

Council President Sideris stated Community Paradigm Comm was hired to create a position statement to fill the Auditor's position. This may be a difficult position to fill; therefore, there is a desire to engage interest in the position early on and then to engage the public in the selection process.

Councilor Piccirilli moved to approve the publication of the statement on the City Auditor's position, Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

9. PUBLIC HEARINGS

Council President Sideris asked to move up Item 9A in the agenda. Councilor Piccirilli moved to move up Item 9A in the agenda; Councilor Gardner seconded the motion. The motion was adopted unanimously on a roll call vote.

- A. Public Hearing and Vote on a Petition from National Grid for Consideration of a Grant of Location in Irving Street and a Private Way to Complete in Irving Street Relay and Maintenance of Approximately 480 Linear Feet of 4-Inch Plastic Gas Main from Riverside to the End of Main and Tie into the Existing 4-Inch Plastic Gas Main in Fifield Street and to Complete in the Private Way Relay of 490 Linear Feet of 2-Inch Plastic Gas Main Serving 114-146 Charles River Road from Irving Street to the End of Main. Upon Completion of the Department of Public Works Review, Said Work Is Subject to the Recommendations and Conditions by the City Council Should the Grant of Location Be Approved for This Application

Mary Mulroney, representing National Grid, said it would replace 480 feet of a cast iron main with a plastic main in Irving Street from Riverside Street and tie into the existing main in Fifield Street. It would also hook up the residences of 114 – 146 Charles River Road.

The Public Hearing was opened to the public.

Kathy Harvey – 105 Riverside Street – The documentation does not have a view of all service lines and she wondered if it was being taken into account. In a response, it was noted that DPW would oversee these matters. Once the approval is granted and the utility receives the permit, the work, when scheduled, should be completed in 4-6 weeks. It does not seem as if there is a need to close the road.

Tom Vasquez – 164 Irving Street – Stated the homes along the way have all of their utilities in the rear and wondered how the homes would be connected to the service. Would the changes require National Grid to go through the driveways or the foundations. Ms. Mulrone stated it would be reconnected in the same manner that is currently connected. DPW Superintendent St. Louis stated there were two options. National Grid likes to place a new meter so that it can be placed in the front of the house and plumb it to a site in the house or run it along the foundation.

Attorney Reich stated this would be a private matter between the property owner and National Grid. The Council could encourage and place a condition on the work that National Grid will work with residents to minimize the costs.

A question arose as to why the Council would want to allow National Grid to cause the residents an expense merely because it wants to upgrade its lines. After further discussion, Attorney Reich suggested the Council could consider continuing the hearing to get an answer from National Grid. Another matter was raised that some of the land in the area is owned by MA DCR. Council President Sideris determined that the matter would be continued until the next meeting and that the public hearing would remain open.

8. PRESENTATIONS OF PETITIONS, PROCLAMATIONS, AND SIMILAR PAPERS AND MATTERS

A. Informational Presentation on the Final Draft of the Resilient Watertown Climate and Energy Plan

Mr. Magoon introduced the plan and the presenters, Ms. Schwab, Senior Environmental Planner, and Mr. Lewis, Energy Planner. A climate action plan that has a streamlined target driven approach was produced to protect citizens from the community's four major threats: intense storms, flooding, drought, and heat waves. Using scientific data, the Department found buildings create 55.7% of the greenhouse gases followed by transportation at 40.2%. If no plan is implemented, gases would decrease due to efficiencies in products, but it would not allow the City to be carbon neutral by 2050. The plan serves as a roadmap toward 2050. The five major

elements to be addressed are Building and Energy, Transportation and Mobility, Infrastructure and Waste Management, Public Health and Community Preparedness, and Natural Resources. The plan contains goals for each element with strategies and specific actions for those strategies. Each action has a lead entity, cost magnitude, timeframe, contribution to mitigation, resilience, and metrics where possible. The plan will be reviewed internally on an annual review with a broader review every five years by looking at new trends, issues, and technologies.

In order to implement the plan, there are some basic strategies that need to be considered: add resources to implement the plan, create a Watertown Outreach and Education Campaign, develop assistance mechanisms for renters and landlords on a resource center webpage, collaborate regionally with other communities and entities, explore establishing a Transportation Infrastructure Fund (a public/private fund to pay for transportation needs), and encourage and require sustainable climate-resilient development patterns.

Buildings and Energy: By 2050, 100% of electricity should be sourced from renewables, and buildings should be efficient, resilient, and carbon neutral by requiring the highest standards for efficiency and carbon neutrality for new construction and major renovations, electrifying building that are fossil fueled, and enhancing retrofit and conservation programs.

Natural Resources: By 2050, Watertown's natural assets and green spaces should be enhanced, equitably distributed, delivering ecosystem benefits by enhancing forest and open space parcels, protecting, enhancing, and diversifying the tree canopy, promoting regenerative landscaping and maintenance practices, and minimizing quantity and improving the quality of stormwater runoff.

Infrastructure and Waste Management: By 2050, Watertown should have achieved a net zero waste community status and its infrastructure should be well maintained and resilient to climate change impacts by implementing climate change projections into the design of all new and upgraded infrastructure projects.

Transportation and Mobility: By 2050, non-vehicular transportation options should be accessible, affordable, and connected throughout the City by promoting zero-carbon mobility options for travel and 100% of all vehicles should be electric by accelerating the shift to electric vehicles.

Public Health and Community Preparedness: By 2050, Watertown should be a model for community resilience to climate change by promoting climate literacy through education and training, acknowledging the impact of climate change on the community's health and wellbeing, providing

equitable access to emergency preparedness and response resources, and promoting overall community connectivity.

There are Blueprints to implement many of the actions for accomplishing them by listing the respective timeframe, key partners, resources and equity considerations.

9. PUBLIC HEARINGS

- A. Public Hearing and Vote on a Petition from National Grid for Consideration of a Grant of Location in Irving Street and a Private Way to Complete in Irving Street Relay and Maintenance of Approximately 480 Linear Feet of 4-Inch Plastic Gas Main from Riverside to the End of Main and Tie into the Existing 4-Inch Plastic Gas Main in Fifield Street and to Complete in the Private Way Relay of 490 Linear Feet of 2-Inch Plastic Gas Main Serving 114-146 Charles River Road from Irving Street to the End of Main. Upon Completion of the Department of Public Works Review, Said Work Is Subject to the Recommendations and Conditions by the City Council Should the Grant of Location Be Approved for This Application

The minutes for this item may be found after Item 7C.

- B. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$750,000 Is Appropriated to Pay Costs of Designing, Engineering and Constructing Sewer System Improvements, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1) or §8(14), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor

Mr. Tracy stated this is an inflow and infiltration sewer improvement plan. The \$750,000 loan order is a 10 year note with a first-year payment of \$75,000 principal and about \$33,000 interest with a declining balance thereafter.

DPW Superintendent St. Louis stated Watertown is required to reduce its inflow and infiltration across the city. Trucks are using cameras, inspecting, and cleaning sanitary infrastructure. Two projects have arisen from this; the camera work is continuing. DPW attempts to complete about 20% of the city annually. There is also a large public/private partnership to address the sewer issues at Greenough Boulevard which has long been a problem

Council President Sideris opened the public hearing. There being no speakers, the public hearing was closed. Councilor Piccirilli moved to approve the order authorizing the appropriation in the sum of \$750,000 to pay costs of designing, engineering and constructing sewer system improvements, including all costs incidental and related thereto; that to meet

this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and Pursuant to M.G.L. c.44, §7(1) or §8(14), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; Councilor Feltner seconded the motion.

In the discussion. Mr. St. Louis stated DPW is leveraging new technology to camera the streets and the pipes. The pipes' condition is updated on the website with the latest pigment condition map. Greenough Boulevard is a partnership with Alexandria Real Estate to renegotiate the agreement to use incubed funding to address problems in that area. The design is being done by the city.

The motion was adopted unanimously on a roll call.

- C. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$1,000,000 Is Appropriated to Pay Costs of Replacing a Water Main Located Throughout Mt. Auburn Street, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §8(5), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the "Authority") Pursuant to the Authority's Local Water Service Assistance Program and in Connection Therewith to Enter into a Loan Agreement and/or Financial Assistance Agreement with the Authority and Otherwise to Contract with the Authority with Respect to Such Loan and for Any Grants or Aid Available for the Project or for the Financing Thereof; and That the City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for the Project or for the Financing Thereof, Provided That the Amount of the Authorized Borrowing for the Project Shall be Reduced by the Amount of Any Such Grants or Aid Received

Mr. Tracy stated this is actually two \$500,000 orders to replace outdated unlined cast iron water mains: one from FY 21 and the other from FY23. This would allow DPW flexibility as they address the needs of Mt. Auburn Street.

Mr. St. Louis stated the anticipated Mt. Auburn St. 75% design should be submitted next month. This will include updates of any utilities in the street. Currently, the Department is cutting out sections of water main to determine the quality of the main and to address any concerns. There are some secondary mains in the street tracks that exist way beyond their useful life. A comprehensive review of Mt. Auburn St. and its side connections is being completed by looking to replace the secondary mains.

Council President Sideris opened the Public Hearing; there being no speakers, the hearing was closed.

Councilor Piccirilli moved to approve the order authorizing the appropriation for the sum of \$1,000,000 to pay costs of replacing a water main located throughout Mt. Auburn Street, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §8(5), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "Authority") pursuant to the Authority's Local Water Service Assistance Program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the Authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for the financing thereof; and that the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; Councilor Feltner seconded the motion.

Concerns were raised about the disruption in Mt. Auburn St. with National Grid upgrading their works at the same time. Mr St. Louis stated they are trying to get National Grid's work done as quickly as possible so that the work on Mt. Auburn could start.

The motion was adopted unanimously on a roll call vote.

- D. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$300,000 Is Appropriated to Pay Costs of Replacing Lead Pipes that Connect Service Lines to Water Mains, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the "Authority") Pursuant to the Authority's Lead Service Line Replacement Program and in Connection Therewith to Enter into a Loan Agreement and/or Financial Assistance Agreement with the Authority and Otherwise to Contract with the Authority with Respect to Such Loan and for Any Grants or Aid Available for the Project or for the Financing Thereof; and That the City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for the Project or for the Financing Thereof, Provided that

the Amount of the Authorized Borrowing for the Project Shall Be Reduced by the Amount of Any Such Grants or Aid Received

Mr. Tracy noted this is an interest free loan to replace the lead goosenecks in city. This request is usually done in the spring, but it was decided to move it up to provide DPW flexibility and economies of scale.

Mr. St. Louis stated DPW is compiling an inventory and checking the connections. There is a contract for removal of these connections. There are approximately 500 services left and this could be completed within 5-6 years. With construction prices rising, it makes sense to complete this soon.

Council President Sideris opened the Public Hearing; there being no speakers, he closed the hearing.

Councilor Piccirilli moved to approve the appropriation of the loan order for the sum of \$300,000 to pay costs of replacing lead pipes that connect service lines to water mains, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "Authority") pursuant to the Authority's Lead Service Line Replacement Program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the Authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for the financing thereof; and that the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; Councilor Gannon seconded the motion.

In response to questions, Mr. St. Louis stated any list of open connections would be outdated as soon as it is provided. He asked that anyone with concerns about their water should contact the Water Superintendent to verify the quality of the water.

- E. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$1,530,000 Is Appropriated to Pay Costs of Designing, Engineering and Constructing Sewer System Improvements to Eliminate Inflow and Infiltration in the System, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1) r §8(14), or Pursuant to Any Other Enabling

Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the e City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for the Project or for the Financing Thereof, Provided that the Amount of the Authorized Borrowing for the Project Shall Be Reduced by the Amount of Any Such Grants or Aid Received

This is a grant and interest free loan order. MWRA will provide a \$1,147,500 grant and \$382,500 will be an MWRA interest free loan with a 10-year pay back.

Council President Sideris opened the Public Hearing; there being no speakers, the Public Hearing was closed.

Councilor Piccirilli moved to approve the appropriation authorizing a loan order in the sum of \$1,530,000 to pay costs of designing, engineering and constructing sewer system improvements to eliminate inflow and infiltration in the system, including all costs incidental and related thereto; that to meet this appropriation, the treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1) r §8(14), or pursuant to any other enabling authority, and to issue bonds or notes of the city therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the “Authority) pursuant to the Authority’s Inflow and Infiltration Assistance Program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for the financing thereof; and that the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

10. MOTIONS, ORDINANCES, ORDERS, AND RESOLUTIONS

- A. An Order Accepting Easements Along Arsenal Street in Connection with Corridor Improvements and Authorizing the City Manager to Execute the Acceptance of Said Easements

Mr. Magoon stated the easements were to provide Arsenal St. improvements. Those from Louise Street to Arsenal Court would be funded by Alexandria Real Estate (ARE) as mitigation for the Arsenal on the Charles development; the second portion, Arsenal Court to Greenough Boulevard, would be funded by a

\$3.4 million MassWorks grant, a contribution from ARE, mitigation funds from Boylston Properties for the development of Arsenal Yards, and City of Watertown funds. The Department of Community Development and Planning negotiated 17 easements from seven owners who donated their respective easement. These easements would allow the City to install traffic signals and signal equipment, handicapped ramps, and bus shelters and make sidewalk improvements.

Councilor Piccirilli moved to accept the easements along Arsenal Street in connection with corridor improvements and authorize the City Manager to execute the acceptance of said easements; Councilor Gannon seconded the motion.

During the discussion the following matters were discussed:

- The work is expected to begin in the spring.
- With the work being completed on Mount Auburn and Arsenal Streets, two major City streets would be tied up. It is important to consider the significant inconvenience to people travelling those roads.
- The MassWorks grant has a deadline so the construction cannot just be delayed despite the reconstruction of Mount Auburn
- There was a hope raised that the bus stations would not have ads on them. The response was these are revenue making opportunities but there is no such opportunity at this time.
- Another concern was that street trees and green spaces would be saved during construction. It was noted that planting strips and street trees would be placed.
- For those trees on private property, the owner is responsible for the maintenance and replacement of any trees. The drought this season has been especially difficult on street trees. The tree warden will be working with the owners.
- Would motorized vehicles, ebikes, and scooters be allowed to be used on the path. Watertown does not allow motorized bikes on sidewalks and bike paths. The state has yet to classify how these vehicles are to be classified.
- With the easements, the City is not taking on snow and ice removal of the sidewalks; this will remain the responsibility of the owners.
- The easements will provide more rights to the City

The motion was adopted unanimously on a roll call vote.

B. An Order Accepting a Multi-Use Path Easement Area in Connection with 330 Arsenal Street and Authorizing the City Manager to Execute the Acceptance of Said Easement

Mr. Magoon stated this a formalization of a 2014 easement for Lexus.

Councilor Piccirilli moved to accept a Multi-Use Path Easement Area in connection with 330 Arsenal Street and Authorize the City Manager to execute the acceptance of said easement; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote.

- C. Resolution Approving the Acceptance and Expenditure of a Gift of Funds in the Amount of \$1,293 Honoring Janet Jameson for the Creation of Public Art in Watertown

Mr. Tracy stated the City received donations from nine parties to celebrate the life of Ms. Jameson and her contributions to the City of Watertown.

Councilor Piccirilli moved to approve the acceptance and expenditure of a gift of funds in the amount of \$1,293 honoring Janet Jameson for the creation of public art in Watertown; Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

- D. Consideration and Action on Polling Location Changes

Mr. Tracy stated the Council received was a revision to the original precinct submission. Precincts 1 and 3 would be at the Hellenic Center; Precinct 2 would return to the Hosmer School which was moved during the construction of the new Hosmer School. Precincts 4 and 5 would be at the Phillips School and Precinct 6 would be at the Hibernians. Precincts 7-9 would be at the Middle School; Precinct 7 would move to the Middle School due to the construction of the Lowell School. Precinct 10 would be at the Police Station, Precincts 11 and 12 would return to the Cuniff School. He asked for the Council's favorable consideration.

Councilor Piccirilli made a motion to move the polling location for Precinct 7 from the Lowell School to the Middle School starting with the September 2022 state primary election to expire on December 30, 2023; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote.

- E. Vote to Accept M.G.L. Chapter 41, Section 110A

Most voting deadlines have changed with most deadlines being on Saturday. Under the statute, the City could opt to have the deadline be on the previous day at 5:00 p.m., eliminating the need to have the Clerk's office open on a Saturday. If the City Clerk anticipates a large turnout, the City Clerk could open the Clerk's office on Saturday for voter registration. Most communities have adopted this section. Voter registration will not be affected as there are several methods of registration by mail, online, and the RMV. A request was made to adopt the statute so the City Clerk's office hours could be flexible for purposes of voter registration.

Councilor Piccirilli moved to accept M.G.L. Chapter 41, Section 110A; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote.

It was noted there could be Saturday hours if there was a large demand or if a citizen went on the state website on a Saturday, they could register even if the City Clerk's office was not open.

The motion was adopted unanimously on a roll call vote.

F. Consideration and Action on the Assignment of Police Officers at Polling Locations

Mr. Tracy stated the Election Reform Act (the VOTES Act) requires that the assignment of police officers at voting places be voted upon by the City Council. He asked for the approval with the Chief of Police designating the assignment of police officers. This vote would reinforce current practice.

Councilor Piccirilli moved to approve the assignment of police officers at polling locations; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote.

11. REPORTS OF COMMITTEES

- A. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan, the Six Cross-Cutting Strategies with a Focus on Buildings and Energy - Anthony Palomba – Chair
- B. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan Focusing on Transportation and Mobility and Infrastructure and Waste Management - Anthony Palomba, Chair
- C. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan Focusing on Natural Resources and Public Health and Community Preparedness - Anthony Palomba, Chair

ACTION ITEM:

That the City Council Approve the Climate and Energy Plan as Presented to the Committee on Climate and Energy and to Instruct Said Committee to Review Its Progress on a Regular Basis

Councilor Palomba read the Committee reports. Councilor Piccirilli moved to accept the Climate and Energy Committee reports for the July 7, 2022, July 14, 2022, and July 19, 2022 meetings; Councilor Feltner seconded the motion. Councilor Gannon made a friendly amendment to indicate that he attended the meeting on July 7, 2022.

Councilor Piccirilli moved to approve the climate and energy plan as presented to

the Committee on Climate and Energy and to instruct said committee to review its progress on a regular basis; Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote.

12. NEW BUSINESS

There was no new business brought before the Council.

13. COMMUNICATIONS FROM THE CITY MANAGER

A. Health and Human Services Study

Mr. Tracy stated he was submitting a draft request for a proposal (RFP) regarding a Health and Human Services Study that should be referred to the Committee on Human Services. Councilor Piccirilli moved to refer the RFP for a Health and Human Services Study to the Committee on Human Services for review; Councilor Gannon seconded the motion. The motion was adopted unanimously on a roll call vote.

Mr. Tracy also mentioned the Watertown Bookmobile would make its formal debut at the Watertown Arts Market on August 13, 2022.

He mentioned the staff's modified summer hours would end on September 2, 2022 and the Administration Building and the Senior Center would be closed on Labor Day, September 5, 2022.

He thanked the Council for the opportunity to serve as the acting city manager and wanted to especially thank Steve Magoon, JoAnna Hand, Marsha Osmond, and his staff for their assistance in the last six months. Council President Sideris thanked Mr. Tracy for his efforts to keep the city moving forward during the interim.

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

Councilor Feltner asked about the review of city ordinances and the need for the establishment of a Human Rights Commission. Council President Sideris stated he would be consulting with the City Manager on the matters that need to move forward.

15. ANNOUNCEMENTS

Councilor Palomba suggested a thank you be sent to the owners who donated the lands for the Arsenal Street easements.

Councilor Bays stated that State Representative Steve Owens and she would have a joint office hours session on Friday, August 19, 2022 in the Rya Sterns Room in the Library at 10:00 a.m.

Council President Sideris stated the City's Farmer's Market was being recognized

by the state for being a forward-thinking market in the area. Representatives from the state would be available around 2:30 p.m.

Councilor Gannon announced the Second Annual Watertown Arts Market would be – 5: on Saturday, August 13, 2022 from 12:00 p.m.- 5:00 p.m.

16. PUBLIC FORUM

Jonathan Hecht – Russell Avenue – Member of the Board of Election Commissioners – Stated that the approval of Section 110A regarding the closure of the office on Saturdays of the last day for voter registration is unclear how the decision is going to be made: Will the Clerk decide on her own or will the Commission be involved in that decision. He felt this was a matter that should be included in the referral. The City would benefit from more clarity regarding the division of responsibility with the City Clerk.

James Mello – Warren Street – He was happy to see the signs outside of the offices in the Administration Building now state “City”. He also asked if the wires on Mt. Auburn St. could be placed underground with the changes being completed on the street.

Elodia Thomas – Thanked Mr. Tracy for his services.

17. RECESS OR ADJOURNMENT

Councilor Piccirilli moved to adjourn the meeting; Councilor Feltner seconded the motion. The motion was adopted unanimously on a roll call vote. The meeting adjourned at 9:24 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 9 for, 0 against, 0 present on September 13, 2022.

Mark S. Sideris, Council President
s:/MWP

**CITY COUNCIL MEETING
TUESDAY, JULY 12, 2022, AT 6:15 P.M.
RICHARD E. MASTRANGELO COUNCIL CHAMBER
WITH REMOTE ACCESS OPPORTUNITIES**

LIST OF DOCUMENTS

1. Minutes of the Special City Council Meeting – June 21, 2022 – Item 6A
2. Minutes of the City Council Meeting – June 28, 2022 – Item 6B
3. Minutes of the City Council Meeting – July 12, 2022 – Item 6C
4. Resolution Authorizing a Petition for Special Legislation Regarding Adoption of An Act Relative to Property Tax Classification – Item 7A
5. Position Statement Regarding the Position of City Auditor for the City of Watertown – Item 7B
6. Resilient Watertown – Climate and Energy Plan – Watertown, MA – Item 8A
7. Grant of Location from National Grid WO#1430328 to Relay and Maintain Approximately 480 Linear Feet of 4 Inch Plastic Gas Main in Fifield Street and to Relay 490 Linear Feet of 2 Inch Plastic Gas Main to 114-146 Charles River Road – Department of Public Works – June 15, 2022 – Item 9A
8. Agenda Item Proposed Loan Order for \$750,000 to Fund Sewer System Improvements – Steven Magoon, Acting City Manager, to City Council – July 7, 2022 – Item 9B
9. Agenda Item – Proposed Loan Order for \$1,000,000 to Fund the Replacement of Unlined Cast Iron Water Mains – Steven Magoon, Acting City Manager, to City Council – July 7, 2022 – Item 9C
10. Agenda Item – Proposed Loan Order for \$300,000 to Fund the Replacement of Lead Goosenecks – Steven Magoon, Acting City Manager, to City Council – July 7, 2022 – Item 9D
11. Agenda Item - Proposed Loan Order for \$1,530,000 to Fund Sewer Inflow and Infiltration Projects – Steven Magoon, Acting City Manager – July 7, 2022 – Item 9E
12. Grants of Easements for the Arsenal Street Corridor Improvements – Item 10A
13. Community Path Easement for the LEXUS Property at 330 Arsenal Street – Item 10B

14. Acceptance of a Gift Honoring Janet Jameson – Steve Magoon, DCDP Director, Acting Deputy City Manager, to City Council – August 4, 2022 – Item 10C
15. Agenda Item – Consideration and Action on Polling Location Changes – Thomas Tracy, Acting City Manager, to City Council – August 3, 2022 – Item 10D
16. Agenda Item – Vote to Accept M.G.L. Chapter 41, Section 110A – Thomas Tracy, Acting City Manager, to City Council – August 3, 2022 – Item 10E
17. Agenda Item – Consideration and Action on the Assignment of Police Officers at Polling Locations – Thomas Tracy, Acting City Manager, to City Council – August 4, 2022 – Item 10 F
18. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan with a Focus on Cross Cutting Strategies and Buildings and Energy – Anthony Palomba, Chair – July 7, 2022 – Item 11A
19. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan with a Focus on Transportation and Mobility and Infrastructure and Waste Management – Anthony Palomba, Chair – July 14, 2022 – Item 11B
20. Committee on Climate and Energy Report Regarding a Review of the Watertown Climate and Energy Plan with a Focus on Natural Resources and Public Health and Community Preparedness – Anthony Palomba Chair – July 19, 2022 – Item 11 C
21. Health and Human Resources Study – Thomas Tracy, Acting City Manager, to City Council – August 4, 2022 – Item 12A

*Addendum to the
Minutes of the
August 9, 2022
City Council
Meeting*



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

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

CITY COUNCIL MEETING

TUESDAY, AUGUST 9, 2022 AT 6:15 PM

**RICHARD E. MASTRANGELO COUNCIL CHAMBER
ADMINISTRATION BUILDING, 149 MAIN STREET**

AGENDA

ACCESS INFORMATION:

- A. The meeting will be televised through WCATV (Watertown Cable Access Television): <http://vodwcatv.org/CablecastPublicSite/?channel=3>
- 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
 - 2. EXECUTIVE SESSION - 6:15 P.M.
 - A. To Consider the Purchase, Exchange, Lease, or Value of Real Property as an Open Meeting May Have a Detrimental Effect on the Negotiating Position of the Public Body – 124 Watertown Street – Property 118 20
 - 3. RETURN TO SESSION – 7:00 P.M.
 - 4. PLEDGE OF ALLEGIANCE
 - 5. PUBLIC FORUM
 - 6. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS
 - A. Special City Council Meeting Minutes - June 21, 2022
 - B. City Council Meeting Minutes - June 28, 2022
 - C. City Council Meeting Minutes - July 12, 2022
 - 7. PRESIDENT'S REPORT
 - A. Resolution Authorizing a Petition for Special Legislation Regarding Adoption of an Act Relative to Property Tax Classification
 - B. Consideration and Action on the City Auditor's Position

8. PRESENTATIONS OF PETITIONS, PROCLAMATIONS, AND SIMILAR PAPERS AND MATTERS

- A. Informational Presentation on the Final Draft of the Resilient Watertown Climate and Energy Plan

9. PUBLIC HEARINGS

- A. Public Hearing and Vote on a Petition from National Grid for Consideration of a Grant of Location in Irving Street and a Private Way to Complete in Irving Street Relay and Maintenance of Approximately 480 Linear Feet of 4-Inch Plastic Gas Main from Riverside to the End of Main and Tie into the Existing 4-Inch Plastic Gas Main in Fifield Street and to Complete in the Private Way Relay of 490 Linear Feet of 2-Inch Plastic Gas Main Serving 114-146 Charles River Road from Irving Street to the End of Main. Upon Completion of the Department of Public Works Review, Said Work Is Subject to the Recommendations and Conditions by the City Council Should the Grant of Location Be Approved for This Application
- B. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$750,000 Is Appropriated to Pay Costs of Designing, Engineering and Constructing Sewer System Improvements, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1) or §8(14), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor
- C. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$1,000,000 Is Appropriated to Pay Costs of Replacing a Water Main Located Throughout Mt. Auburn Street, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §8(5), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the "Authority") Pursuant to the Authority's Local Water Service Assistance Program and in Connection Therewith to Enter into a Loan Agreement and/or Financial Assistance Agreement with the Authority and Otherwise to Contract with the Authority with Respect to Such Loan and for Any Grants or Aid Available for the Project or for the Financing Thereof; and That the City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for the Project or for the Financing Thereof, Provided That the Amount of the Authorized Borrowing for the Project Shall be Reduced by the Amount of Any Such Grants or Aid Received
- D. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$300,000 Is Appropriated to Pay Costs of Replacing Lead Pipes that Connect Service Lines to Water Mains, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the "Authority") Pursuant to the Authority's Lead Service Line Replacement Program and in Connection Therewith to Enter into a Loan Agreement and/or Financial Assistance Agreement with the Authority and Otherwise to Contract with the Authority with Respect to Such Loan and for Any Grants or Aid Available for the Project or for the Financing Thereof; and That the City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for

the Project or for the Financing Thereof, Provided that the Amount of the Authorized Borrowing for the Project Shall Be Reduced by the Amount of Any Such Grants or Aid Received

- E. Public Hearing and Vote on a Proposed Order Authorizing That the Sum of \$1,530,000 Is Appropriated to Pay Costs of Designing, Engineering and Constructing Sewer System Improvements to Eliminate Inflow and Infiltration in the System, Including All Costs Incidental and Related Thereto; That to Meet This Appropriation, the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow Said Amount Under and Pursuant to M.G.L. c.44, §7(1) r §8(14), or Pursuant to Any Other Enabling Authority, and to Issue Bonds or Notes of the City Therefor; That the Treasurer, with the Approval of the City Manager, Is Authorized to Borrow All or a Portion of Such Amount from the Massachusetts Water Resources Authority (the “Authority”) Pursuant to the Authority’s Inflow and Infiltration Assistance Program and in Connection Therewith to Enter into a Loan Agreement and/or Financial Assistance Agreement with the Authority and Otherwise to Contract with the Authority with Respect to Such Loan and for Any Grants or Aid Available for the Project or for the Financing Thereof; and That the City Manager Is Authorized to Accept and Expend Any Grants or Aid Available for the Project or for the Financing Thereof, Provided that the Amount of the Authorized Borrowing for the Project Shall Be Reduced by the Amount of Any Such Grants or Aid Received

10. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS

- A. An Order Accepting Easements Along Arsenal Street in Connection with Corridor Improvements and Authorizing the City Manager to Execute the Acceptance of Said Easements
- B. An Order Accepting a Multi-Use Path Easement Area in Connection with 330 Arsenal Street and Authorizing the City Manager to Execute the Acceptance of Said Easement
- C. Resolution Approving the Acceptance and Expenditure of a Gift of Funds in the Amount of \$1,293 Honoring Janet Jameson for the Creation of Public Art in Watertown
- D. Consideration and Action on Polling Location Changes
- E. Vote to Accept M.G.L. Chapter 41, Section 110A
- F. Consideration and Action on the Assignment of Police Officers at Polling Locations

11. REPORTS OF COMMITTEES

- A. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan, the Six Cross-Cutting Strategies with a Focus on Buildings and Energy - Anthony Palomba - Chair
 - B. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan Focusing on Transportation and Mobility and Infrastructure and Waste Management - Anthony Palomba, Chair
 - C. Committee on Climate and Energy Report Regarding the Watertown Climate and Energy Plan Focusing on Natural Resources and Public Health and Community Preparedness - Anthony Palomba, Chair
- ACTION ITEM:
That the City Council Approve the Climate and Energy Plan as Presented to the Committee on Climate and Energy and to Instruct Said Committee to Review Its Progress on a Regular Basis

12. NEW BUSINESS

13. COMMUNICATIONS FROM THE CITY MANAGER
 - A. Health and Human Services Study
14. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS
15. ANNOUNCEMENTS
16. PUBLIC FORUM
17. RECESS OR ADJOURNMENT

**CITY COUNCIL ATTENDANCE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI, JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ENTER INTO EXECUTIVE SESSION

From: [Angeline Kounelis](#)
To: [City Councilors](#)
Cc: [Tracy, Tom](#)
Subject: Re: Voting & Polling Locations
Date: Friday, August 5, 2022 4:37:10 PM
Attachments: [document \(1\).pdf](#)

Dear Honorable City Councilors:

Within this email, please view official communication, as received on 08/01/2022 from the City of Watertown, specific to Voting and Polling locations. Notation should be made of the finite statement: "Please be aware that changes *have been made* to some of the Polling Precincts." There is no mention of pending consideration by the City Council, or opportunity for comments from the electorate.

After renovations at the East End Fire Station were completed and the Coolidge School property changed use; options for polling sites were limited. The Hellenic Center has long served the needs of Precincts 1 and 3 for elections. As well as Precinct 2, during the Hosmer School construction project.

When the Hellenic Center was not available, for one election, input was gathered from area voters for a suitable alternate location. In the interim, provisions were made to use the St. Stephen's Church lower hall, with elevator access. The Hosmer School, met the needs for Precinct 2, but not for Precincts 1 and 3.

Dialogue has also centered around the fact that open access to schools may not be in the best interest of the school community. Professional Days are often scheduled, so that the student body is not on site. According to the Watertown Public Schools website, September 6th is the "First Day of Classes". The same date as Primary Elections.

All this being said: communication was sent to the City Council on August 3rd, after the August 1st, citywide email, for consideration of the Polling Locations at the August 9th City Council Meeting. Attached are the documents for Agenda Item 10D.

Watertown has long prided itself as being a walkable community of neighborhoods. In my opinion, and past history, the proposed Hosmer School location for Precincts 1 and 3 places a hardship on many in-person voters from the East End.

Please read and include in minutes of the 08/09/2022 City Council Meeting. We must not forget our previous conversations. Thank you.

Best,

Angie

Angeline Maria B. Kounelis
Retired District A, East End, City Councilor
55 Keenan St.
Watertown, MA 02472-2904

Landline: 617-926-2352
Mobile: 617-538-9252

Sent from my Smartphone - Apologies for brevity and/or typos

On Mon, Aug 1, 2022, 2:53 PM Watertown MA <noreply@civicplus.com> wrote:

Watertown, MA

Voting & Polling Locations

Voting & Polling Locations FYI

Title

Voting & Polling Locations

Description

Voting & Polling Locations

The Massachusetts State Primary Election is Tuesday, September 6, 2022, which will be the first day of school in Watertown. Please be mindful of students walking in the area.

All Elementary Schools have an arrival time for students of 8:05 am and dismissal at 2:30 pm.
Watertown Middle School has an arrival for students of 8:20 am and dismissal at 3:00 pm.

Please be aware that changes have been made to some of the Polling Precincts.

- 1 - Hosmer School, 1 Concord Road
- 2 - Hosmer School, 1 Concord Road
- 3 - Hosmer School, 1 Concord Road
- 4 - Hibernian Hall, 151 Watertown Street
- 5 - Hibernian Hall, 151 Watertown Street

- 6 - Hibernian Hall, 151 Watertown Street
- 7 - Watertown Middle School, 68 Waverley Avenue
- 8 - Watertown Middle School, 68 Waverley Avenue
- 9 - Watertown Middle School, 68 Waverley Avenue
- 10 - Watertown Police Station, 552 Main Street
- 11 - Cunniff School, 1246 Warren Street
- 12 - Cunniff School, 246 Warren Street

[More election information can be found here.](#)

If you have questions, please contact the City Clerk's Office at 617-972-6486.

Image



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Watertown City Hall, 149 Main Street, Watertown, MA 02472 | Phone: [617-972-6486](tel:617-972-6486) | [Email](#)

[Unsubscribe](#)

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VNICENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADOPT THE MINUTES OF THE CITY COUNCIL MEETING OF JUNE 21, 2022 AS
WRITTEN

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VNICENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADOPT THE MINUTES OF THE CITY COUNCIL MEETING OF JUNE 21, 2022 AS
WRITTEN

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADOPT THE CITY COUNCIL MINUTES SUBJECT TO THE ADDITION OF THE
ADDENDUM

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADOPT THE CITY COUNCIL MINUTES OF JULY 12, 2022 WITH CORRECTIONS

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI, JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADOPT A RESOLUTION AUTHORIZING A PETITION FOR SPECIAL LEGISLATION
REGARDING ADOPTION OF AN ACT RELATIVE TO PROPERTY TAX CLASSIFICATION



ELECTED OFFICIALS:

Mark S. Sideris,
Council President

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

John M. Airasian
Councilor At Large

Caroline Bays
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

Watertown City Council

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

RESOLUTION AUTHORIZING A PETITION FOR SPECIAL LEGISLATION REGARDING ADOPTION OF AN ACT RELATIVE TO PROPERTY TAX CLASSIFICATION

RESOLUTION # 91

2022 – R - 91

WHEREAS: The City of Watertown is undergoing substantial growth in large-scale commercial and industrial development; and

WHEREAS: Residents of Watertown have embraced residential, commercial, and industrial development benefitting the entire region while tolerating the negative impacts from that growth; and

WHEREAS: Watertown has adopted Chapter 200 of the Acts of 1988, amending M.G.L. c. 58, § 1A, to allow cities and towns to give Residential property taxpayers greater tax relief by adopting a shift of up to 175% of the property tax burden from Residential taxpayers to the Commercial, Industrial and Personal Property (CIP) taxpayers, provided certain parameters are not exceeded; and

WHEREAS: Pursuant to Chapter 200, Commercial/Industrial/Personal Property taxpayers cannot pay more than 175% of their full and fair cash value share of the tax levy, and Residential taxpayers must pay the greater of 50% of their full and fair cash value share of the levy or the lowest percentage share of the tax levy they have paid since classification began; and

WHEREAS: In fiscal year 2022, Watertown's CIP percentage share grew by 2.48%, from 21.87% to 24.35%. With the allowable 175% shift, the CIP's percentage share of the levy would have been 42.61% with the Residential share being 57.39%, thus triggering the lowest historical residential percentage since certification at 61.2420% and creating the inability to shift 175%; and

WHEREAS: In fiscal year 2022, \$7.8 million in new growth was generated with 92.9% coming from the CIP. Due to the lowest residential historical residential percentage floor, a 55% share of \$7.8 million new growth was borne by the residential class; and

WHEREAS: Future projections of commercial and industrial new growth will continue to outpace residential development and the inequity of being unable to shift 175% will continue to burden and exasperate the residential class; and

WHEREAS: To help the City continue and grow a diverse, equitable, and inclusive residential class, commercial and industrial classes need to be assessed their share of the impacts of such future development.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Watertown hereby authorizes the filing of a petition with the General Court for special legislation to allow for adoption of new minimum residential factor of 50% for fiscal years 2023, fiscal year 2024, fiscal year 2025 provided the percentage of total tax levy imposed on any class of real or personal property does not exceed 175%, as follows:

An Act Relative to Property Tax Classifications in the City of Watertown

SECTION 1. Notwithstanding section 1A of chapter 58 of the general laws or any other general or special law or rule or regulation to the contrary, the commissioner of revenue shall further adjust the minimum residential factor of the city of Watertown determined under the third sentence of the second paragraph of said section 1A for fiscal years 2023, 2024 and 2025, if adoption of such factor for any such year would otherwise have been determined through application of the percentage limitation contained in subpart (b) of said third sentence. The new minimum residential factor for such year shall be: (i) for fiscal year 2023, 50 per cent, subject to such adjustment upward as may be required to provide that the percentage of the total tax levy imposed on any class of real or personal property shall not exceed 175 per cent of the full and fair cash valuation of the taxable property of that class divided by the full and fair cash valuation of all taxable real and personal property in the city of Watertown; (ii) for fiscal year 2024, 50 per cent, subject to such adjustment upward as may be required to provide that the percentage of the total tax levy imposed on any class of real or personal property shall not exceed 175 per cent of the full and fair cash valuation of the taxable property of that class divided by the full and fair cash valuation of all taxable real and personal property in the city of Watertown; and (iii) for fiscal year 2025, 50 per cent, subject to such adjustment upward as may be required to provide that the percentage of the total tax levy imposed on any class of real or personal property shall not exceed 175 per cent of the full and fair cash valuation of the taxable property of that class divided by the full and fair cash valuation of all taxable real and personal property in the city of Watertown.

SECTION 2. This act shall take effect upon its passage.

AND BE IT FURTHER RESOLVED that the General Court may make clerical or editorial changes of form only to the proposed special act, unless the City Council approves such changes as are consistent with the public purposes of this petition prior to enactment by the General Court.

Nicole N Garach

Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Ordinance was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.

Marilyn W. Pronovost
Marilyn W. Pronovost, Council Clerk

Mark S. Sideris
Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE PUBLICATION OF THE STATEMENT ON THE CITY AUDITOR'S POSITION

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO MOVE UP ITEM 9A IN THE AGENDA

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE ORDER AUTHORIZING THE APPROPRIATION IN THE SUM OF \$750,000 TO PAY COSTS OF DESIGNING, ENGINEERING AND CONSTRUCTING SEWER SYSTEM IMPROVEMENTS, INCLUDING ALL COSTS INCIDENTAL AND RELATED THERETO; THAT TO MEET THIS APPROPRIATION, THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW SAID AMOUNT UNDER AND PURSUANT TO M.G.L. C.44, §7(1) OR §8(14), OR PURSUANT TO ANY OTHER ENABLING AUTHORITY, AND TO ISSUE BONDS OR NOTES OF THE CITY THEREFOR



Watertown City Council

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

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

ORDER # *92*

2022 - O - *92*

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

ORDER TO APPROVE THE BORROWING OF FUNDS TO PAY COSTS OF SEWER SYSTEM IMPROVEMENTS

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

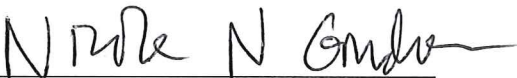
Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

ORDERED: That the sum of \$750,000 is appropriated to pay costs of designing, engineering and constructing sewer system improvements, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1) or §8(14), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

BE IT FURTHER ORDERED: That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector.


Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE ORDER AUTHORIZING THE APPROPRIATION FOR THE SUM OF \$1,000,000 TO PAY COSTS OF REPLACING A WATER MAIN LOCATED THROUGHOUT MT. AUBURN STREET, INCLUDING ALL COSTS INCIDENTAL AND RELATED THERETO; THAT TO MEET THIS APPROPRIATION, THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW SAID AMOUNT UNDER AND PURSUANT TO M.G.L. C.44, §8(5), OR PURSUANT TO ANY OTHER ENABLING AUTHORITY, AND TO ISSUE BONDS OR NOTES OF THE CITY THEREFOR; THAT THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW ALL OR A PORTION OF SUCH AMOUNT FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY (THE "AUTHORITY") PURSUANT TO THE AUTHORITY'S LOCAL WATER SERVICE ASSISTANCE PROGRAM AND IN CONNECTION THEREWITH TO ENTER INTO A LOAN AGREEMENT AND/OR FINANCIAL ASSISTANCE AGREEMENT WITH THE AUTHORITY AND OTHERWISE TO CONTRACT WITH THE AUTHORITY WITH RESPECT TO SUCH LOAN AND FOR ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF; AND THAT THE CITY MANAGER IS AUTHORIZED TO ACCEPT AND EXPEND ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF, PROVIDED THAT THE AMOUNT OF THE AUTHORIZED BORROWING FOR THE PROJECT SHALL BE REDUCED BY THE AMOUNT OF ANY SUCH GRANTS OR AID RECEIVED



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Council President

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

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

ORDER # 93

2022 - 0 - 93

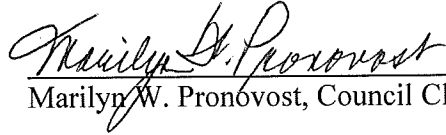
ORDER TO APPROVE THE BORROWING OF FUNDS FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY TO PAY COSTS OF A WATER MAIN REPLACEMENT PROJECT

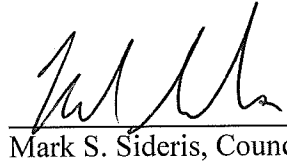
ORDERED: That the sum of \$1,000,000 is appropriated to pay costs of replacing a water main located throughout Mt. Auburn Street, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §8(5), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "Authority") pursuant to the Authority's local water service assistance program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the Authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for financing thereof; and the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received..

BE IT FURTHER ORDERED: That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector.

Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE APPROPRIATION OF THE LOAN ORDER FOR THE SUM OF \$300,000 TO PAY COSTS OF REPLACING LEAD PIPES THAT CONNECT SERVICE LINES TO WATER MAINS, INCLUDING ALL COSTS INCIDENTAL AND RELATED THERETO; THAT TO MEET THIS APPROPRIATION, THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW SAID AMOUNT UNDER AND PURSUANT TO M.G.L. C.44, §7(1), OR PURSUANT TO ANY OTHER ENABLING AUTHORITY, AND TO ISSUE BONDS OR NOTES OF THE CITY THEREFOR; THAT THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW ALL OR A PORTION OF SUCH AMOUNT FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY (THE "AUTHORITY") PURSUANT TO THE AUTHORITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM AND IN CONNECTION THEREWITH TO ENTER INTO A LOAN AGREEMENT AND/OR FINANCIAL ASSISTANCE AGREEMENT WITH THE AUTHORITY AND OTHERWISE TO CONTRACT WITH THE AUTHORITY WITH RESPECT TO SUCH LOAN AND FOR ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF; AND THAT THE CITY MANAGER IS AUTHORIZED TO ACCEPT AND EXPEND ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF, PROVIDED THAT THE AMOUNT OF THE AUTHORIZED BORROWING FOR THE PROJECT SHALL BE REDUCED BY THE AMOUNT OF ANY SUCH GRANTS OR AID RECEIVED



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ELECTED OFFICIALS:

Mark S. Sideris,
Council President

ORDER # *94*

2022 - O - *94*

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

ORDER TO APPROVE THE BORROWING OF FUNDS FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY TO PAY COSTS OF REPLACING LEAD PIPES THAT CONNECT SERVICE LINES TO WATER MAINS

John M. Airasian
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

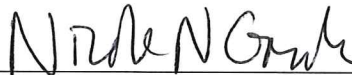
Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

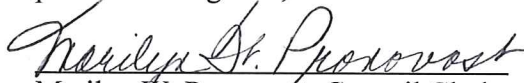
Emily Izzo,
District D Councilor

ORDERED: That the sum of \$300,000 is appropriated to pay costs of replacing lead pipes that connect service lines to water mains, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "Authority") pursuant to the Authority's lead service line replacement program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the Authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for the financing thereof; that the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received.

BE IT FURTHER ORDERED: That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector.


Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE APPROPRIATION AUTHORIZING A LOAN ORDER IN THE SUM OF \$1,530,000 TO PAY COSTS OF DESIGNING, ENGINEERING AND CONSTRUCTING SEWER SYSTEM IMPROVEMENTS TO ELIMINATE INFLOW AND INFILTRATION IN THE SYSTEM, INCLUDING ALL COSTS INCIDENTAL AND RELATED THERETO; THAT TO MEET THIS APPROPRIATION, THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW SAID AMOUNT UNDER AND PURSUANT TO M.G.L. C.44, §7(1) R §8(14), OR PURSUANT TO ANY OTHER ENABLING AUTHORITY, AND TO ISSUE BONDS OR NOTES OF THE CITY THEREFOR; THAT THE TREASURER, WITH THE APPROVAL OF THE CITY MANAGER, IS AUTHORIZED TO BORROW ALL OR A PORTION OF SUCH AMOUNT FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY (THE "AUTHORITY) PURSUANT TO THE AUTHORITY'S INFLOW AND INFILTRATION ASSISTANCE PROGRAM AND IN CONNECTION THEREWITH TO ENTER INTO A LOAN AGREEMENT AND/OR FINANCIAL ASSISTANCE AGREEMENT WITH THE AUTHORITY AND OTHERWISE TO CONTRACT WITH THE AUTHORITY WITH RESPECT TO SUCH LOAN AND FOR ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF; AND THAT THE CITY MANAGER IS AUTHORIZED TO ACCEPT AND EXPEND ANY GRANTS OR AID AVAILABLE FOR THE PROJECT OR FOR THE FINANCING THEREOF, PROVIDED THAT THE AMOUNT OF THE AUTHORIZED BORROWING FOR THE PROJECT SHALL BE REDUCED BY THE AMOUNT OF ANY SUCH GRANTS OR AID RECEIVED



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ELECTED OFFICIALS:

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Council President

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

John M. Airasian
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

ORDER # 95

2022 - O - 95

ORDER TO APPROVE THE BORROWING OF FUNDS FROM THE MASSACHUSETTS WATER RESOURCES AUTHORITY TO PAY COSTS OF SEWER SYSTEM IMPROVEMENTS

ORDERED: That the sum of \$1,530,000 is appropriated to pay costs of designing, engineering and constructing sewer system improvements to eliminate inflow and infiltration in the system, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1) or §8(14) or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the City Manager, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "Authority") pursuant to the Authority's inflow and infiltration assistance program and in connection therewith to enter into a loan agreement and/or financial assistance agreement with the Authority and otherwise to contract with the Authority with respect to such loan and for any grants or aid available for the project or for the financing thereof; and that the City Manager is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received.

BE IT FURTHER ORDERED: That a copy of said Order be forwarded to the City Auditor and City Treasurer/Collector.

Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.

Marilyn W. Pronovost, Council Clerk
Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
VINCENT J. PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO ACCEPT THE EASEMENTS ALONG ARSENAL STREET IN CONNECTION WITH
CORRIDOR IMPROVEMENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE
ACCEPTANCE OF SAID EASEMENTS



Watertown City Council

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Council President

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

John M. Airasian
Councilor At Large

Caroline Bays
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

2022 - 0 - 96

ORDER # 96

AN ORDER ACCEPTING EASEMENTS ALONG ARSENAL STREET IN CONNECTION WITH CORRIDOR IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ACCEPTANCE OF SAID EASEMENTS

WHEREAS: Significant public infrastructure improvements, including, but not limited to, traffic control, pedestrian/bicycle, bus shelter, lighting, street and safety facilities, are planned for that segment of Arsenal Street between Greenough Boulevard and Louise Street, requiring city and/or public access to portions of seven private properties along the corridor; and

WHEREAS: The seven private property owners have agreed to convey to the City easements for the purposes of installing, operating, maintaining, repairing and replacing the public infrastructure improvements (the "Easements") for no consideration; and

WHEREAS: Arsenal View, LLC, a Massachusetts limited liability company ("LEXUS Grantor"), is the owner of certain real property commonly identified as 330 Arsenal Street, Watertown, Massachusetts, as described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 33760, Page 193 (the "LEXUS Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, LEXUS Grantor is willing to grant to the City an easement for traffic signal equipment and sidewalk mixing area/ramp in that portion of the LEXUS Grantor Parcel shown as "Easement B1 236± S.F." on that certain plan of land entitled "Easement Plan of Land in Watertown, MA (Middlesex County)," dated April 7, 2022, prepared by Precision Land Surveying, Inc. (the "Precision Plan"); and

WHEREAS: ARE-MA Region No. 75, LLC, a Delaware limited liability company ("ARE Grantor"), is the owner of certain real property commonly identified as 311 Arsenal Street, Watertown, Massachusetts, as described in that certain Quitclaim Deed recorded with the Registry in Book 73848, Page 56 (the "ARE Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, ARE Grantor is willing to grant to the City easements for certain highway related improvements, including traffic signal equipment, a bus shelter and related accessibility landing pad, benches, sidewalk, and street lighting systems in certain portions of the ARE Grantor Parcel shown as "Easement B2 1,532± S.F.," "Easement B3 70± S.F.," "Easement B4 65± S.F.," "Easement B5 639± S.F.," "Easement B6 13± S.F." and "Easement B7 552± S.F." on the Precision Plan; and

WHEREAS: Arsenal Associates, a Delaware limited partnership ("Arsenal Associates Grantor"), is the owner of certain real property commonly identified as 455-465 Arsenal Street, Watertown, Massachusetts, as described in that certain Quitclaim Deed recorded with the Registry in Book 14145, Page 220 (the "Arsenal Associates Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, Arsenal Associates Grantor is willing to grant to the City an easement for a bus shelter and sidewalk landing pad in those portions of the Arsenal Associates Grantor Parcel shown as "Easement B8 52.5± S.F." and "Easement B9 21± S.F." on the Precision Plan; and

WHEREAS: In connection with the Arsenal Street corridor improvements, Arsenal Associates Grantor is also willing to grant to the City an easement for traffic signal equipment in those portions of the Arsenal Associates Grantor Parcel shown as "Easement A6 111± S.F." and "Easement A7 169± S.F." on that certain plan entitled "Easement Plan of Land Arsenal Street, Watertown, Massachusetts," dated April 20, 2022, prepared by Feldman Geospatial (the "Feldman Plan"); and

WHEREAS: Arsenal Yards Holding LLC, a Delaware limited liability company ("Arsenal Yards Grantor"), is the Successor Declarant and holder of the Special Declarant Rights as such terms are defined in that certain Amended and Restated Master Deed of the Arsenal Condominium dated June 5, 2018 and recorded with the Registry in Book 71113, Page 277, as amended, which provides Arsenal Yards Grantor authority to enter into, *inter alia*, easements with respect to the land commonly identified as 615 Arsenal Street (the "Arsenal Yards Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, Arsenal Yards Grantor is willing to grant to the City an easement for a bus shelter and sidewalk landing pad in those portions of the Arsenal Yards Grantor Parcel shown as "Easement A4 15± S.F.," "Easement A4-1 20± S.F." and "Easement A5 76± S.F." on the Feldman Plan; and

WHEREAS: BP Watertown Hotel, LLC, a Massachusetts limited liability company ("BP Watertown Hotel Grantor"), is the owner of certain real property commonly identified as 570 Arsenal Street, Watertown, Massachusetts as

described in that certain Quitclaim Deed recorded with the Registry in Book 60722, Page 586 (the "BP Watertown Hotel Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, BP Watertown Hotel Grantor is willing to grant to the City an easement for a bus shelter in that portion of the BP Watertown Hotel Grantor Parcel shown as "Easement A3 76± S.F." on the Feldman Plan; and

WHEREAS: George Sarris, Trustee of the 626 Arsenal Street Realty Trust, under Declaration of Trust dated December 11, 2019, evidenced by Trustee's Certificate filed as Document No. 1832814 ("Sarris Grantor") is the owner of certain real property commonly identified as 626 Arsenal Street, as described in that certain Quitclaim Deed filed with the Middlesex South District of the Land Court as Document No. 1832813, and Certificate of Title No. 272379 and shown as Lots C and D on Land Court Plan 19746A (the "Sarris Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, Sarris Grantor is willing to grant to the City an easement for traffic signal equipment in that portion of the Sarris Grantor Parcel shown as "Easement A2 278± S.F." on the Feldman Plan; and

WHEREAS: RMG Four-Fourteen LLC, a Massachusetts limited liability company ("RMG Grantor"), is the owner of real property commonly identified as 640 Arsenal Street, Watertown, Massachusetts as described in that certain Quitclaim Deed recorded with the Registry in Book 68647, Page 570 (the "RMG Grantor Parcel"); and

WHEREAS: In connection with the Arsenal Street corridor improvements, RMG Grantor is willing to grant to the City an easement for sidewalk and traffic signal equipment in that portion of the RMG Grantor Parcel shown as "Roadway Easement 483 Sq. Feet" on that certain plan entitled "Easement Plan of Land in Watertown, Massachusetts," dated March 6, 2022, prepared by VHB, Inc.; and

NOW THEREFORE BE IT ORDERED: That the City Council of the City of Watertown hereby accepts each of the Easements along Arsenal Street, on the terms and conditions as set forth in the Easement Agreements with LEXUS Grantor, ARE Grantor, Arsenal Associates Grantor, Arsenal Yards Grantor, BP Watertown Hotel Grantor, Sarris Grantor and RMG Grantor, conveying the said Easements to the City of Watertown;

AND BE IT FURTHER ORDERED: That the City Council hereby authorizes the City Manager to execute the Acceptance to each of the Easements along Arsenal Street as set forth in the Easement Agreements with LEXUS Grantor, ARE Grantor, Arsenal Associates Grantor, Arsenal Yards Grantor, BP Watertown Hotel Grantor, Sarris Grantor and RMG Grantor, conveying the said Easements to the City of Watertown.

North N Gm

Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Ordinance was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.

Marilyn W. Pronovost
Marilyn W. Pronovost, Council Clerk

Mark S. Sideris
Mark S. Sideris, Council President

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2022 by and between **Arsenal View, LLC**, a Massachusetts limited liability company ("Grantor"), having a mailing address of 149 Arsenal Street, Watertown, Massachusetts 02472, and the **City of Watertown**, a Massachusetts municipal corporation ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 330 Arsenal Street, containing approximately 3.45 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 33760, Page 193 (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown

as "Easement B1 236± S.F." on that certain plan of land entitled "Easement Plan of Land in Watertown, MA (Middlesex County)", dated April 7, 2022, prepared by Precision Land Surveying, Inc. (the "Plan"), a reduced copy of which is attached hereto as Exhibit B, and which is recorded with the Registry herewith as Plan ____ of 2022. The above highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, signs, and traffic control devices, including all appurtenances to the foregoing, together with pedestrian and vehicular access (except as hereinafter limited) to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of such improvements and performance of all acts incidental thereto. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Area consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of a Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of a Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of a Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of a Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of a Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of a Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Area, in a manner that does not unreasonably interfere with the

Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of a Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of a Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of a Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of a Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of any Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of a Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easement 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 on the Highway Easement Areas.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Area, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance or replacement work to be performed by the City within any Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within any Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within any Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including any Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within a Highway Easement Area pursuant to the Highway Easement, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

Arsenal View, LLC
149 Arsenal Street
Watertown, MA 02472

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

ARSENAL VIEW, LLC

By: _____
Name: Murray S. Patkin
Office: Manager
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Murray S. Patkin, as Manager of ARSENAL VIEW, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged said instrument to be the free act and deed of ARSENAL VIEW, LLC.

Notary Public
My Commission Expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this _____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name: Katharine Lord Klein, Esq.
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A

HIGHWAY EASEMENT AREA

Easement B1

Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated northerly of Arsenal Street, and is shown as Easement B1 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most southwesterly corner thereof, said point being S 83°38'03" E 1.73' from the most southwesterly corner of the Rounding Easement shown on Plan No. 536 of 2000; thence running

N 06°38'47" E	9.09' to a point; thence turning and running
N 84°30'56" E	11.76' to a point; thence turning and running
S 83°21'13" E	12.79' to a point; thence turning and running
S 39°52'10" W	1.34' to a point; thence turning and running
S 51°14'31" E	3.22' to a point of non-tangency; thence turning and running
WESTERLY	20.56' by a curve to the right having a radius of 22.97' to a point; thence turning and running
N 83°38'03" W	8.41' to the POINT OF BEGINNING.

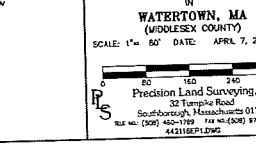
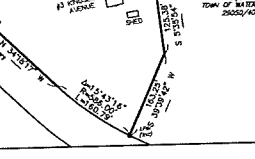
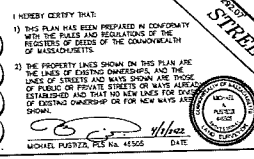
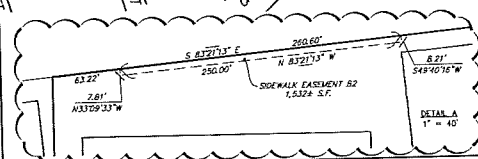
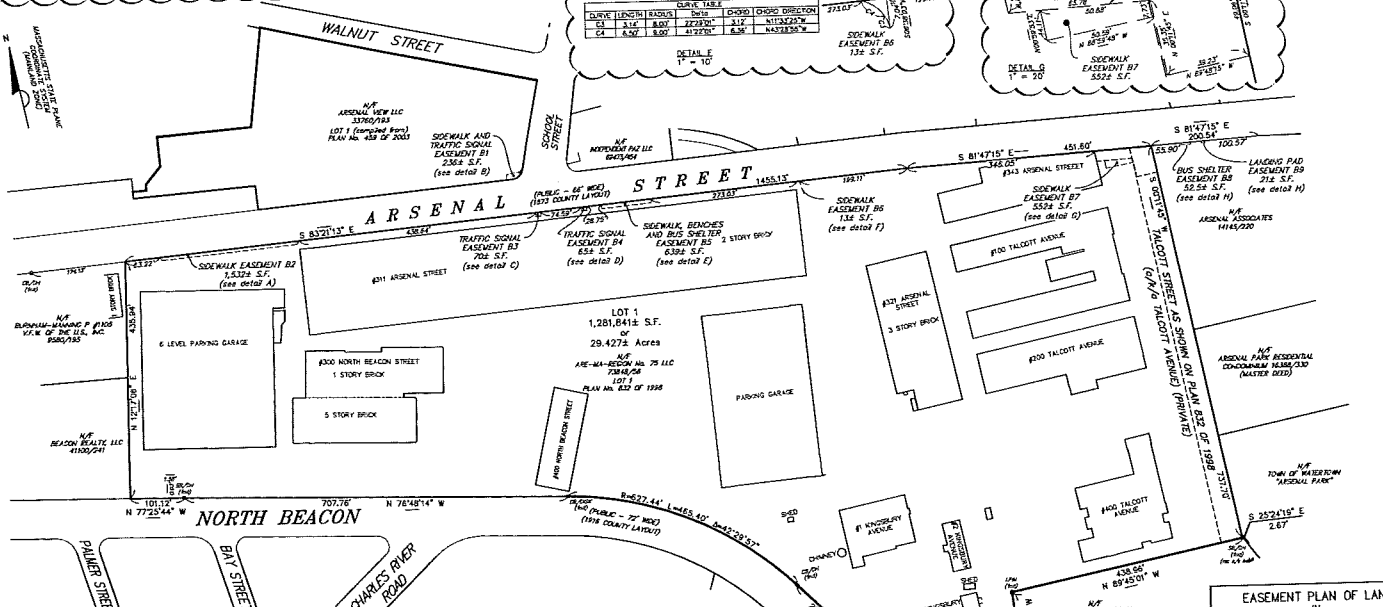
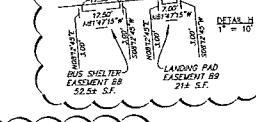
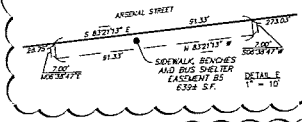
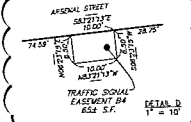
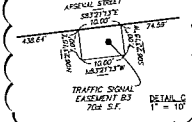
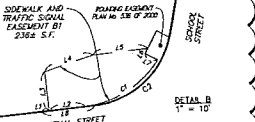
Containing 236 square feet more or less.

EXHIBIT B

PLAN

LINE	LENGTH	BEARING
L1	1.75	S87°15'13"E
L2	8.41	N43°30'53"W
L3	8.70	S89°54'42"E
L4	11.75	N44°20'36"E
L5	12.75	S87°15'13"E
L6	1.34	S89°54'42"E
L7	13.24	S87°15'13"E
L8	13.75	S87°15'13"E
L9	14.84	S87°15'13"E
L10	18.09	S87°15'13"E

CURVE	LENGTH	RADIUS	DATA	CHORD	CHORD DIRECTION
C1	22.55	22.97	87°15'13"	18.87	N75°33'27"E
C2	25.17	30.85	174°15'04"	74.80	S59°44'38"E



I HEREBY CERTIFY THAT:
 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL ENGINEERS OF MASSACHUSETTS.
 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF PUBLIC STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

MOHAMED PUZZI, P.E. No. 45365 DATE 4/6/2022

EASEMENT PLAN OF LAND IN WATERTOWN, MA (WOLFESEX COUNTY)
 SCALE: 1" = 50' DATE: APRIL 7, 2022
 Precision Land Surveying, Inc.
 32 Tompkins Road
 Southborough, Massachusetts 01772
 TEL: (508) 480-1189 FAX: (508) 870-0098 443118EPLDWS

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

CONSENT AND SUBORDINATION TO EASEMENT

The undersigned, in connection with that certain Mortgage and Security Agreement, dated as of October 1, 2001, made by ARSENAL VIEW, LLC, a Massachusetts limited liability company, as mortgagor ("Grantor"), to Murray S. Patkin, as mortgagee ("Mortgagee"), recorded with the Middlesex South District Registry of Deeds in Book 41100, Page 322, encumbering the real estate and the improvements thereon commonly known as 330 Arsenal Street, Watertown, Massachusetts, as more particularly described in said Mortgage ("Grantor's Property"), hereby acknowledges that it has received a copy of the foregoing Grant of Easement (the "Easement Agreement") between Grantor and the City of Watertown, and hereby consents to said Easement Agreement. Mortgagee hereby unconditionally and irrevocably subordinates all of its interest, now or hereafter arising, in Grantor's Property to the Easement Agreement; this consent and subordination shall be binding on Mortgagee and its successors and assigns.

Executed this ____ day of _____, 2022.

MURRAY S. PATKIN

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2022 before me, the undersigned notary public, personally appeared MURRAY S. PATKIN, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of MURRAY S. PATKIN.

Notary Public
My Commission Expires:

[AFFIX SEAL]

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2022 by and between **ARE-MA Region No. 75, LLC**, a Delaware limited liability company ("Grantor"), having a mailing address of 26 North Euclid Avenue, Pasadena, CA 91101, and the **City of Watertown**, a Massachusetts municipal corporation ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 311 Arsenal Street, containing approximately 29.42 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 73848, Page 56 (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to grant to the City easements for certain highway related improvements, including traffic signal equipment, a bus shelter and related accessibility landing pad, benches, sidewalk, and street lighting systems in certain portions of the Grantor Parcel shown on that certain plan of land entitled "Easement Plan of Land in Watertown, MA (Middlesex County)," dated April 7, 2022, prepared by Precision Land Surveying, Inc. (the "Plan"), a reduced copy of which is attached hereto as Exhibit A, and which is recorded with the Registry herewith. The above easement areas are hereinafter referred to herein from time to time singly as the "Highway Easement Area" and collectively as the "Highway Easement Areas." A legal description of each Highway Easement Area is set forth in Exhibit B attached hereto.

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

1. Highway Easements from Grantor to the City. Grantor hereby grants to the City, subject to the terms hereof and limited to the extent of Grantor's interest in the respective Highway Easement Areas, the perpetual non-exclusive right and easement (the "Highway Easements"), in common with the Grantor, to use the following Highway Easement Areas for the following purposes:

(a) in the area labeled on the Plan as "Sidewalk Easement B2 1,532± S.F.," easements for the purposes of installing, operating, maintaining, inspecting, repairing, replacing and removing drainage and irrigation facilities at and below grade (including a manhole, piping and sleeving), sidewalk and curbing, together with all fittings,

equipment and other fixtures and appurtenances necessary or useful in connection therewith, all of which shall be at or below grade, and together with the right to permit the general public to access and use said sidewalk and curbing;

(b) in the areas labeled on the Plan as "Traffic Signal Easement B3 70± S.F." and "Traffic Signal Easement B4 65± S.F.," easements for the purposes of installing, operating, maintaining, inspecting, repairing, replacing and removing traffic signals, post and controller cabinets, together with all fittings, equipment and other fixtures and appurtenances necessary or useful in connection therewith;

(c) in the area labeled on the Plan as "Sidewalk, Benches and Bus Shelter Easement B5 639± S.F.," an easement for the purposes of installing, operating, maintaining, inspecting, repairing, replacing and removing a bus shelter, bench seating, landing pad, sidewalk and curbing, together with all fittings, equipment and other fixtures and appurtenances necessary or useful in connection therewith, and together with the right to permit the general public to access and use the same;

(d) in the area labeled on the Plan as "Sidewalk Easement B6 13± S.F.," easements for the purposes of installing, operating, maintaining, inspecting, repairing, replacing and removing sidewalk, ramp and curbing, and together with the right to permit the general public to access and use the same; and

(e) in the area labeled on the Plan as "Sidewalk Easement B7 552± S.F.," ("Easement Area B7") easements for the purposes of installing, operating, maintaining, inspecting, repairing, replacing and removing roadway, sidewalk, ramp, curbing and street lighting systems, together with all fittings, equipment and other fixtures and

appurtenances necessary or useful in connection therewith and together with the right to permit the general public to access and use said roadway, sidewalk, ramp and curbing. The City's exercise of the Highway Easements shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below. With respect to any work to be performed by the City in Easement Area B7, all work shall be subject to prior approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, as well as the right of Grantor to require work on certain days and times to ensure minimal disruption to its tenants.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Areas consisting now or hereafter of a sidewalk, bus shelter area, accessibility landing pad area, bench seating area or bicycle parking rack, the right of the City and the public to use, pursuant to the Highway Easements, such areas shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of a Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any portion of such Highway Easement Area, including, without limitation, snow removal from such portion. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easements, any portion of a Highway Easement Area shall not be deemed to include a right to park bicycles (except for the easement area for the bicycle parking rack) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices

within any portion of a Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any portion of a Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of a Highway Easement Area).

3. Reserved Rights. The Highway Easements hereby granted do not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Areas. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Areas, in a manner that does not unreasonably interfere with the Highway Easements, including, without limitation: (a) to erect, outside of and along any sidewalk portion of a Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of a Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of a Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of a Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easements, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of any Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of a Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easements.

4. Release. It is the intention of the parties that access to the Highway Easement Areas, including, without limitation, the sidewalk portions thereof, shall be used for recreational

purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easements constitute 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 on the Highway Easement Areas.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Areas, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, benches, tree wells, landscaping, bus shelters, accessibility landing pads and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance, repair or replacement work to be performed by the City within any Highway Easement Area pursuant to the Highway Easements (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor not less than three (3) weeks' prior notice of any construction, maintenance or replacement work within any Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be

obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within any Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including any Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within a Highway Easement Area pursuant to the Highway Easements, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

ARE-MA Region No. 75, LLC
c/o Alexandria Real Estate Equities, Inc.

26 North Euclid Avenue
Pasadena, CA 91101
Attention: Corporate Secretary

With copy to:

ARE-MA Region No. 75, LLC
c/o Alexandria Real Estate Equities, Inc.
400 Technology Square, Suite 101
Cambridge, MA 02139
Attention: Dante Angelucci, Senior Vice President - Development

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The easements and rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

Without limiting the foregoing, the easements and rights granted herein are subject to all easements, restrictions and covenants contained in that certain Quitclaim Deed, dated August 20 1998, recorded with the Middlesex County (Southern District) Registry of Deeds at Book 29012, Page 420, from the United States of America, acting by and through the Secretary of the Army (the "Army"), to the Watertown Arsenal Development Corporation ("WADC"), with respect to the Grantor Parcel (the "Army Deed"), which Army Deed includes, without limitation,

covenants in Part IV of the Army Deed associated with the Army's obligations under the Federal Facility Agreement between the Army and the United States Environmental Protection Agency ("EPA"), and covenants in Part XI associated with certain historical resources at the Grantor Parcel.

Notice is hereby given that a Grant of Environmental Restriction and Easement, dated August 11, 1998, pursuant to Massachusetts General Laws Chapter 21E, has been recorded by the Army with the Middlesex County (Southern District) Registry of Deeds at Book 28978, Page 549, as amended by a First Amendment to Grant of Environmental Restriction and Easement, dated February 5, 1999, recorded at Book 29779, Page 359, as affected by a Subordination Agreement, dated March 16, 1999, recorded at Book 29957, Page 104, as further affected by a Subordination Agreement, dated March 24, 1999, recorded at Book 29985, Page 151, as further amended by a Second Amendment to Grant of Environmental Restriction and Easement, dated April 15, 1999, recorded at Book 30066, Page 116, as further affected by a Partial Release of Environmental Restriction and Easement, dated June 10, 1999, recorded at Book 30278, Page 511, as further amended by a Third Amendment to Grant of Environmental Restriction and Easement, dated June 7, 1999, recorded at Book 30278, Page 513, and further amended by a Fourth Amendment to Grant of Environmental Restriction and Easement, dated July 22, 2000, recorded at Book 31682, Page 99, as further amended by a Fifth Amendment to Grant of Environmental Restriction and Easement dated July 14, 2004, and recorded with said Registry of Deeds in Book 44119, Page 1; as affected by a plan entitled "Plan Showing Excavation Areas B, E, and G in Watertown, Massachusetts," dated February 20, 2002, as revised on September 25, 2002, prepared by Dunn McKenzie, Inc., recorded as Plan No. 1348 of 2004; as further amended by a Sixth Amendment to Grant of Environmental Restriction and Easement dated March 21, 2005, and

recorded with said Registry of Deeds in Book 45129, Page 1; as further affected by a plan entitled "Plan Showing Commercial Reuse Area in Watertown, Massachusetts," dated October 25, 2004, as revised on March 16, 2005, prepared by Dunn McKenzie, Inc., recorded as Plan No. 523 of 2005; as further amended by a Seventh Amendment to Grant of Environmental Restriction and Easement dated August 9, 2006, and recorded with said Registry of Deeds in Book 48562, Page 187; and as further affected by a plan entitled "Plan Showing Commercial Reuse Area in Watertown, Massachusetts," dated August 16, 2004, as revised on March 16, 2005 and February 10, 2006, prepared by Dunn McKenzie, Inc., recorded as Plan No. 1480 of 2006 (the "Grant of Environmental Restriction and Easement"). This restriction on the activities conducted on the Grantor Parcel and use limitations contained in the Grant of Environmental Restriction and Easement are hereby incorporated by reference and shall be independently enforceable by the Army under the Grant of Environmental Restriction and Easement and under the Army Deed as a Restrictive Covenant and equitable servitude.

Notice is hereby further given that three Notices of Activity and Use Limitations, pursuant to Massachusetts General Laws Chapter 21E, have been recorded with the Middlesex County (Southern District) Registry of Deeds, (1) dated August 11, 1998, recorded at Book 28959, Page 92; (2) dated August 11, 1998, recorded at Book 28959, Page 190, as amended by a First Amendment to Notice of Activity and Use Limitations, dated October 26, 1999, recorded at Book 30801, Page 319, as further amended by a Second Amendment to Notice of Activity and Use Limitations, dated December 9, 2019, recorded at Book 73807, Page 226; and (3) dated February 4, 1999, recorded at Book 29766, Page 17, as amended by a First Amendment to Notice of Activity and Use Limitations, dated August 19th, 2004, recorded at Book 43589, Page 438, and as further amended by a Second Amendment to Notice of Activity and Use Limitation, dated February 28,

2005, recorded at Book 44737, Page 453 (the "Notices of AULs"). The restriction on activities conducted on the Grantor Parcel and use limitations contained in the Notices of AULs are hereby incorporated by reference and shall be independently enforceable by the Army under this Deed as a Restrictive Covenant and equitable servitude.

Notice is hereby given that the WADC reserved an easement and right of access on, over and through the Grantor Parcel for inspection in order to fulfill its obligations under the Army Deed, in the Quitclaim Deed from the WADC to Charles River Business Center Associates, LLC, dated December 1, 1998 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 29502, Page 92.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

ARE-MA REGION NO. 75, LLC, a Delaware
limited liability company

By: _____
Hunter L. Kass, Authorized Signer per
M.G.L. c. 15C, § 66

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, HUNTER L. KASS 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 signed it voluntarily for its stated purpose as Authorized Signer of ARE-MA Region No. 75, LLC, a Delaware limited liability company, as the voluntary act of said limited liability company.

Notary Public

Print Name: _____

My Commission Expires: _____

[affix seal]

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

822193/WATR/0164

128895051v6

EXHIBIT A

REDUCED COPY OF PLAN

(see attached)

DETAIL B
1" = 10'

A hand-drawn sketch of a traverse. It shows a line segment with a bearing of $S\ 83^{\circ}13' E$ and a distance of 28.75 . Another line segment is shown with a bearing of $S\ 13^{\circ} E$ and a distance of 51.33 . A third line segment is shown with a bearing of $N\ 66^{\circ}38' E$ and a distance of 7.00 . The sketch is enclosed in a cloud-like border.

Diagram showing two shelters with dimensions and area:

- SHELTERMENT B8**: Dimensions 17.50' x 17.50' x 17.50' x 17.50' x 17.50' x 17.50'. Area: 52 S.F.
- LANDING PLATFORM**: Dimensions 17.50' x 17.50' x 17.50' x 17.50' x 17.50' x 17.50'. Area: 21 S.F.

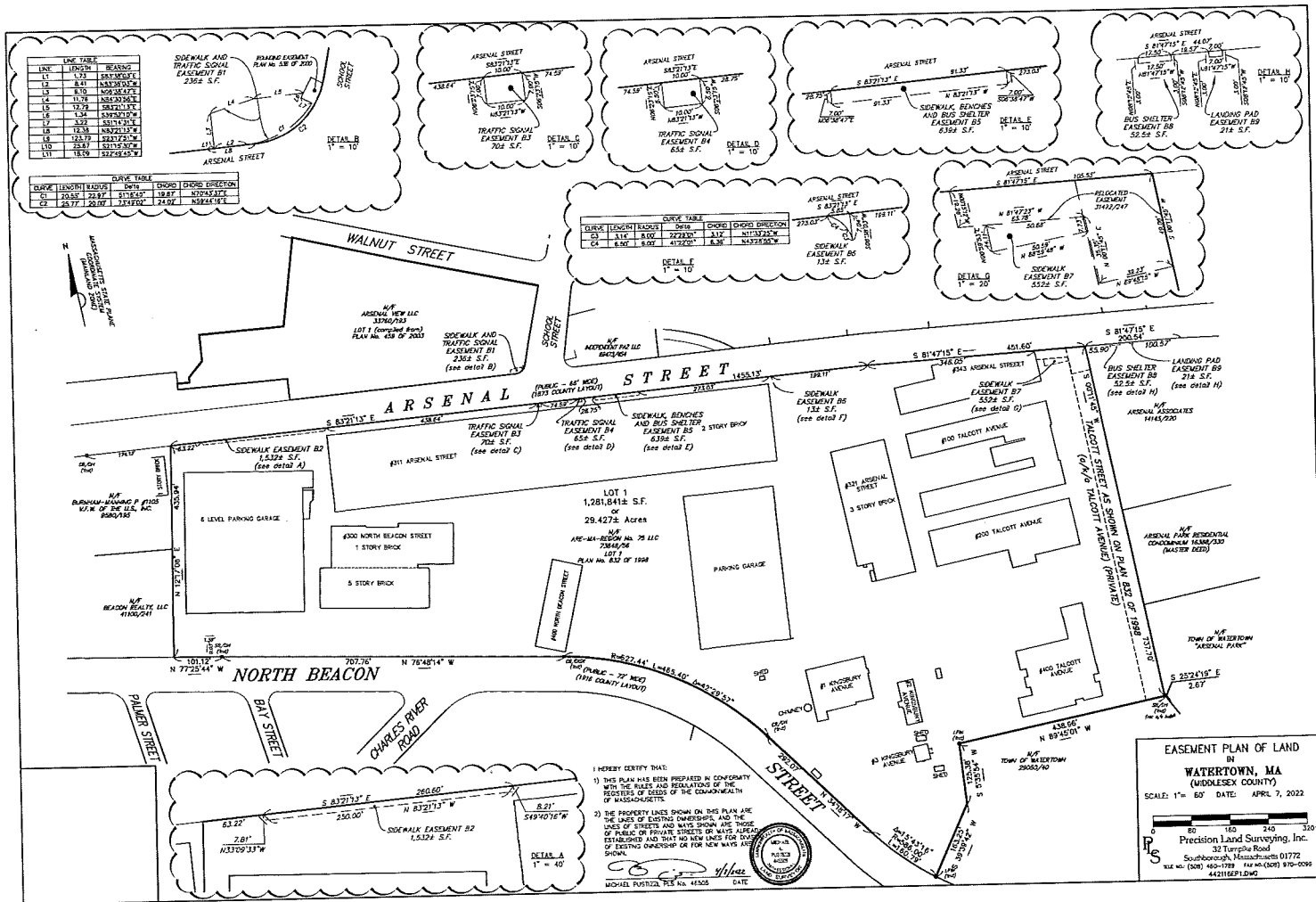


EXHIBIT B

HIGHWAY EASEMENT AREAS

Sidewalk Easement B2

Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B2 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S83°21'13"E 63.22' from the northwesterly corner of the parcel owned by ARE-MA Region No. 75 LLC at #311 Arsenal Street; thence running

S 83°21'13" E	260.60' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 49°40'16" W	8.21' to a point; thence turning and running
N 83°21'13" W	250.00' to a point; thence turning and running
N 33°09'33" W	7.81' to the POINT OF BEGINNING.

Containing 1,532 square feet, more or less.

Traffic Signal Easement B3
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B3 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S83°21'13"E 762.46' from the northwesterly corner of the parcel owned by ARE-MA Region No. 75 LLC at #311 Arsenal Street; thence running

S 83°21'13" E	10.00' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 06°23'15" W	7.00' to a point; thence turning and running
N 83°21'13" W	10.00' to a point; thence turning and running
N 06°23'15" E	7.00' to the POINT OF BEGINNING.

Containing 70 square feet, more or less.

Traffic Signal Easement B4
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B4 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S83°21'13"E 847.05' from the northwesterly corner of the parcel owned by ARE-MA Region No. 75 LLC at #311 Arsenal Street; thence running

S 83°21'13" E	10.00' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 06°23'15" W	6.50' to a point; thence turning and running
N 83°21'13" W	10.00' to a point; thence turning and running
N 06°23'15" E	6.50' to the POINT OF BEGINNING.

Containing 65 square feet, more or less.

Sidewalk, Benches and Bus Shelter Easement B5
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B5 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S83°21'13"E 885.80' from the northwesterly corner of the parcel owned by ARE-MA Region No. 75 LLC at #311 Arsenal Street; thence running

S 83°21'13" E	91.33' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 06°38'47" W	7.00' to a point; thence turning and running
N 83°21'13" W	91.33' to a point; thence turning and running
N 06°38'47" E	7.00' to the POINT OF BEGINNING.

Containing 639 square feet, more or less.

Sidewalk Easement B6
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B6 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S83°21'13"E 1250.16' from the northwesterly corner of the parcel owned by ARE-MA Region No. 75 LLC at #311 Arsenal Street; thence running

S 83°21'13" E	5.85' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 06°38'03" W	7.04' to a point of non-tangency; thence turning and running
NORTHERLY	3.14' by a curve to the left having a radius of 8.00' to a point of compound curvature; thence running
NORTHWESTERLY	6.50' by a curve to the left having a radius of 9.00' to the POINT OF BEGINNING.

Containing 13 square feet, more or less.

Sidewalk Easement B7
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated southerly of Arsenal Street, and is shown as Easement B7 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S00°15'12"E 19.26' and S81°47'23"E 14.90' from the most northwesterly corner of the Relocated Easement as described in Deed Book 31422 Page 247; thence running

S 81°47'23" E	50.88' to a point; thence turning and running
S 00°11'45" W	7.73' to a point; thence turning and running
N 88°59'48" W	50.59' to a point; thence turning and running
N 00°59'53" E	14.11' to the POINT OF BEGINNING.

Containing 552 square feet, more or less.

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2022 by and between Arsenal Associates, a Delaware limited partnership ("Grantor"), having a mailing address of Gilbane Development Company c/o Arsenal Associates, 7 Jackson Walkway, Providence, RI 02903, and the City of Watertown, a Massachusetts municipal corporation ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, inter alia, a certain parcel of land, commonly identified as 455-465 Arsenal Street, Watertown, Massachusetts, containing approximately 2.866 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 14145, Page 220 (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including the construction of improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to grant to the City easements for the highway purposes described herein in those portions of the Grantor Parcel shown as "Easement A6" (containing 111± S.F.) and "Easement A7" (containing 169± S.F.) on that certain plan entitled "Easement Plan of Land Arsenal Street, Watertown, Massachusetts," dated April 20, 2022, prepared by Feldman Geospatial (the "Feldman Plan"), a reduced copy of which is attached hereto as Exhibit B-1, and is recorded

with the Registry herewith as Plan ____ of 2022 and “Easement B8” (containing 52.5± S.F.) and “Easement B9” (containing 21± S.F.) on that certain plan entitled “Easement Plan of Land in Watertown, MA (Middlesex County),” dated April 7, 2022, prepared by Precision Land Surveying, Inc. (the “Precision Plan,” together with the Feldman Plan, the “Plans”), a reduced copy of which is attached hereto as Exhibit B-2, and is recorded with the Registry herewith as Plan ____ of 2022. The above highway easement areas are hereinafter referred to singly as the “Highway Easement Area” and collectively as the “Highway Easement Areas.” A legal description of each Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easements From Grantor to the City. Grantor hereby grants to the City, and, where applicable, to the general public, subject to the terms hereof and limited to the extent of Grantor’s interest in the Highway Easement Areas, the perpetual, non-exclusive right and easement, in common with the Grantor, to use the Highway Easement Areas for the following purposes:

(a) in the areas labeled on the Plans as Easement A6 and Easement A7, easements for the purpose of constructing, installing, operating, maintaining, repairing and replacing sidewalk, handicap ramps, traffic signals, posts and controller cabinets, together with all fittings, equipment and other fixtures and appurtenances necessary or useful in connection herewith.

(b) in the area labeled on the Plans as Easement B8, an easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing a bus shelter

and pad, together with all fittings, equipment and other fixtures and appurtenances necessary or useful in connection therewith, together with the right to permit the general public to access and use the same; provided, however, the City is expressly prohibited from placing or permitting others to place, advertisements on the bus shelter.

(c) in the area labeled on the Plans as Easement B9, an easement for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, replacing and removing an accessibility landing pad for the use of persons with disabilities, together with the right to permit the general public to access and use the same.

2. Easements From Grantor to the General Public. Grantor grants to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Areas, the perpetual, non-exclusive right to use the Highway Easement Areas for pedestrian access (except as hereinafter limited).

The improvements described in this Section 1 are collectively referred to as the "Improvements."

The City's and/or the general public's use of the Highway Easements shall not unreasonably interfere with Grantor's use of or access to the Grantor Parcel, and the Highway Easement Areas.

3. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Areas upon which, now or hereafter, a sidewalk is located, and which the City and the general public have a right to use the same pursuant to this Grant, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of a Highway Easement Areas, other than (i) any mobility device, or

(ii) in connection with the maintenance, repair or replacement of any sidewalk portion of a Highway Easement Area, including, without limitation, snow removal from such sidewalk. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the general public to use, pursuant to this Grant, any portion of a Highway Easement Area upon which a sidewalk is located, shall not be deemed to include a right to park bicycles or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of a Highway Easement Area at any time. Further, the City and/or any member of the general public shall not place on any sidewalk located in a Highway Easement Area any obstructions (except for temporary obstructions placed on the Highway Easement Areas by the City to the extent required in connection with the maintenance, repair or replacement of a Highway Easement Area).

4. Reserved Rights. The Highway Easements hereby granted do not grant to the City or the general public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Areas. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Areas, in a manner that does not unreasonably interfere with the Highway Easements, including, without limitation: (a) to erect, outside of and along any sidewalk portion of a Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of a Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of a Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and

pedestrian connections between the Grantor Parcel and any sidewalk portion of a Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easements, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of any Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of a Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easements.

5. Release. It is the intention of the parties that access to the Highway Easement Areas, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee to the users thereof, and that to the fullest extent permitted by law the Highway Easement Areas constitute 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 general public in connection with the rights granted hereunder including, without limitation, a minor or any other person on the Highway Easement Areas.

6. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of the Improvements, as well as all portions of such Improvements lying outside of the Highway Easement Areas. Any construction, maintenance or replacement work to be performed by the City within any Highway Easement Area (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules,

and regulations and (ii) 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 by the Grantor; and, once commenced, the City shall diligently pursue completion of the same. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within any Highway Easement Area. The City's use of the Highway Easement Areas shall not impede vehicular access to the Grantor Parcel. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within any Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including any Highway Easement Area), the City shall promptly take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

7. Restoration. In connection with any construction or other work by the City within a Highway Easement Area, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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 (but not members of the general public) causes any damage to the Grantor Parcel, the City shall promptly restore and repair the same, at its sole cost and expense, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable.

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, war, civil commotion, riots, pandemic, 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. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

10. 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:

Gilbane Development Company
c/o Arsenal Associates
7 Jackson Walkway
Providence, RI 02903
Attn: Sarah Sarafian

With a copy to:

Molly Stolmeier, Esq.
General Counsel
Gilbane Development Company
5670 Liberton Ct.
Dublin, OH 43017

If to the City, addressed to:

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

11. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

12. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded. Grantor makes no representations or warranties with

respect to the terms, conditions or restrictions imposed on the Highway Easement Areas by any such matters of record.

13. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

14. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

ARSENAL ASSOCIATES

By: _____

Name: _____

Office: _____

Hereunto duly authorized

COMMONWEALTH/STATE OF _____

_____, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, as _____ of _____, 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 and acknowledged said instrument to be the free act and deed of _____.

Notary Public
My Commission Expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easements contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A
HIGHWAY EASEMENT AREAS

EASEMENT A6

A certain parcel of land on the south side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the south side of Arsenal Street at the southeasterly corner of the intersection with Arsenal Court;

thence turning and running S 79°08'03" E, a distance of 9.90 feet by said Arsenal Street;

thence turning and running S 10°51'57" W, a distance of 3.16 feet;

thence turning and running S 77°50'29" W, a distance of 18.76 feet;

thence turning and running N 57°04'26" W, a distance of 3.46 feet to the east side of Arsenal Court, the last 3 courses through land now or formerly of Arsenal Associates;

thence along a curve turning to the right having a radius of 22.97 feet an arc length of 14.24 feet a chord bearing of N 59°50'26" E and a chord length of 14.01 feet to the point of beginning.

Said parcel contains an area of about 111 square feet and is shown as Easement A6 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

EASEMENT A7

A certain parcel of land on the south side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the south side of Arsenal Street at the southwesterly corner of the intersection with Arsenal Court;

thence along a curve turning to the right having a radius of 22.97 feet an arc length of 16.43 feet a chord bearing of S 42°40'33" E and a chord length of 16.08 feet, the last course by Arsenal Court;

thence turning and running S 64°02'52" W, a distance of 3.77 feet;

thence turning and running N 58°54'45" W, a distance of 27.59 feet;

thence turning and running N 08°16'16" E, a distance of 2.28 feet to Arsenal Street, the last 3 courses through land now or formerly of Arsenal Associates;

thence turning and running S 79°08'03" E, a distance of 16.08 feet by said Arsenal Street to the point of beginning.

Said parcel contains an area of about 169 square feet and is shown as Easement A7 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

Easement B8
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B8 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S81°47'15"E 55.90' from the northwesterly corner of parcel owned by Arsenal Associates at #455-465 Arsenal Street; thence running

S 81°47'15" E	17.50' by the southerly sideline of Arsenal Street to a point; thence turning and running
S 08°12'45" W	3.00' to a point; thence turning and running
N 81°47'15" W	17.50' to a point; thence turning and running
N 08°12'45" E	3.00' to the POINT OF BEGINNING.

Containing 52.5 square feet, more or less.

Easement B9
Arsenal Street, Watertown, MA

A certain easement located in the Commonwealth of Massachusetts, County of Middlesex, City of Watertown, situated on the southerly sideline of Arsenal Street, and is shown as Easement B9 on "Easement Plan of Land in Watertown, MA," dated April 7, 2022 by Precision Land Surveying, Inc, to be recorded with the Middlesex South Registry of Deeds, more particularly bounded and described as follows:

Beginning at the most northwesterly corner thereof, said point being S81°47'15"E 92.97' from the northwesterly corner of parcel owned by Arsenal Associates at #455-465 Arsenal Street; thence running

S 81°47'15" E	7.00' to a point to a point; thence turning and running
S 08°12'45" W	3.00' to a point; thence turning and running
N 81°47'15" W	7.00' to a point; thence turning and running
N 08°12'45" E	3.00' to the POINT OF BEGINNING.

Containing 21 square feet, more or less.

EXHIBIT B-1

Feldman Plan

FELDMAN GEO SPATIAL

BOSTON HEADQUARTERS
152 HAMPSHIRE STREET
BOSTON, MA 02115
WORCESTER OFFICE
27 MEDFORD STREET
WORCESTER, MA 01608
(617) 357-5740
www.feldmangeo.com



REVISIONS AND REVISIONS

ARSENAL STREET
WATER TOWN
MASSACHUSETTS

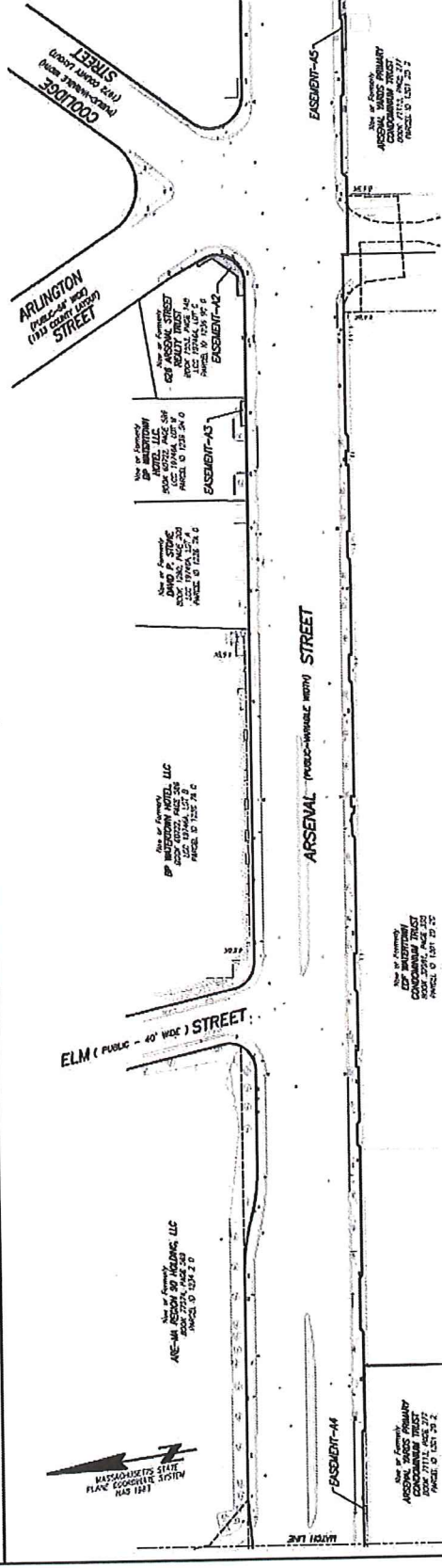
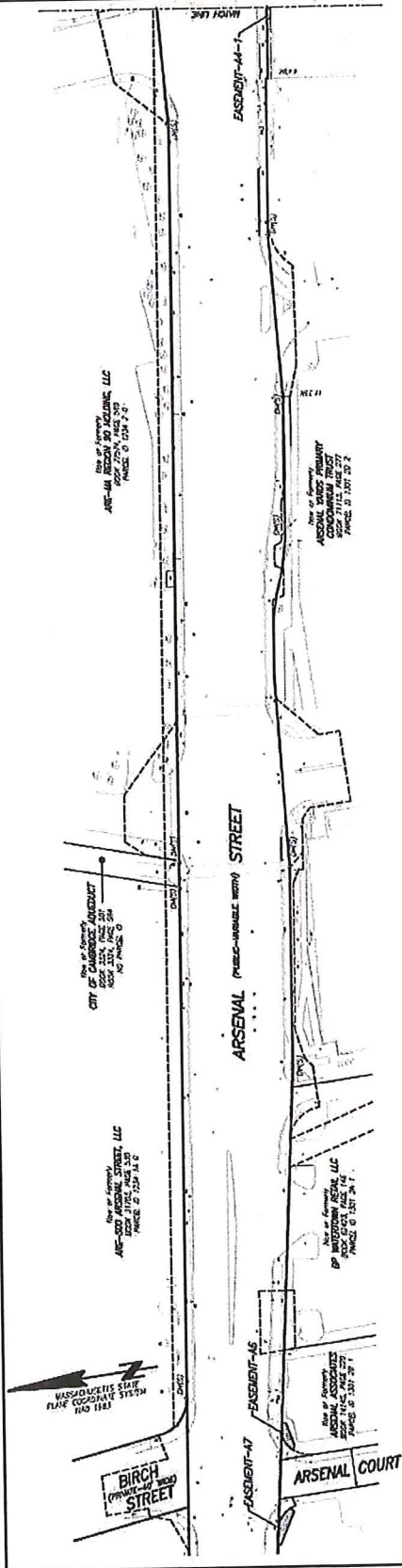
REVISION	DATE	BY	DESCRIPTION
1	08/20/07	AM	ISSUED FOR PERMIT
2	08/20/07	AM	ISSUED FOR PERMIT
3	08/20/07	AM	ISSUED FOR PERMIT
4	08/20/07	AM	ISSUED FOR PERMIT
5	08/20/07	AM	ISSUED FOR PERMIT
6	08/20/07	AM	ISSUED FOR PERMIT
7	08/20/07	AM	ISSUED FOR PERMIT
8	08/20/07	AM	ISSUED FOR PERMIT
9	08/20/07	AM	ISSUED FOR PERMIT
10	08/20/07	AM	ISSUED FOR PERMIT

DATE: 08/20/07

EASEMENT
PLAN OF LAND



SHEET 1 OF 2



1. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

2. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

3. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

4. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

5. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

6. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

7. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.



NEW ENGLAND REAL ESTATE
1000 WASHINGTON STREET
BOSTON, MA 02108
(617) 552-1234
www.newenglandrealestate.com

1. THE EASEMENT PLAN OF LAND IS BASED ON THE RECORD MAP AND RECORDING OF THE EASEMENT PLAN OF LAND IN THE OFFICE OF THE REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

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DATE: APR 23 1972

10 0 5 10 20

SCALE 1"=10'

SHEET NO. 2 OF 2

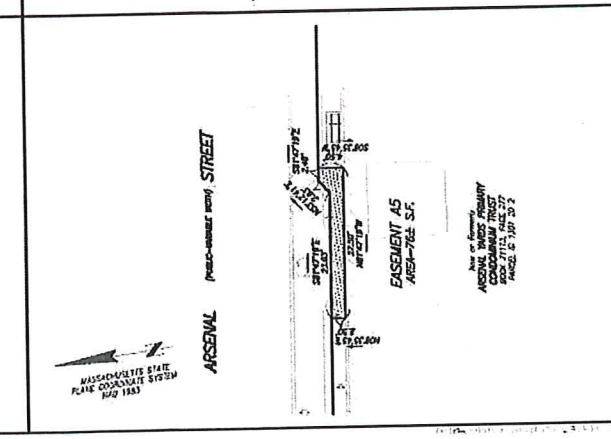
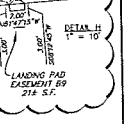
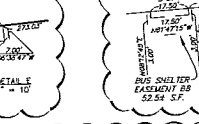
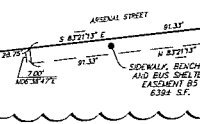
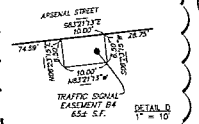
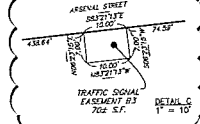
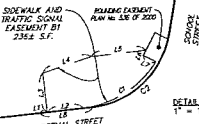


EXHIBIT B-2

Precision Plan

LINE	LENGTH	BEARING
L1	1.33	S81°47'15"E
L2	6.41	N53°28'50"W
L3	8.10	N08°58'47"E
L4	11.78	N41°30'55"W
L5	15.78	S83°21'35"W
L6	1.34	S89°20'30"W
L7	3.32	S01°14'30"E
L8	12.38	N37°21'33"W
L9	12.12	S81°20'14"W
L10	23.87	S01°15'30"W
L11	18.09	S52°45'55"E



CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C1	20.86	178.7'	178.7'	N08°58'47"E
C2	25.77	120.0'	120.0'	S81°47'15"E

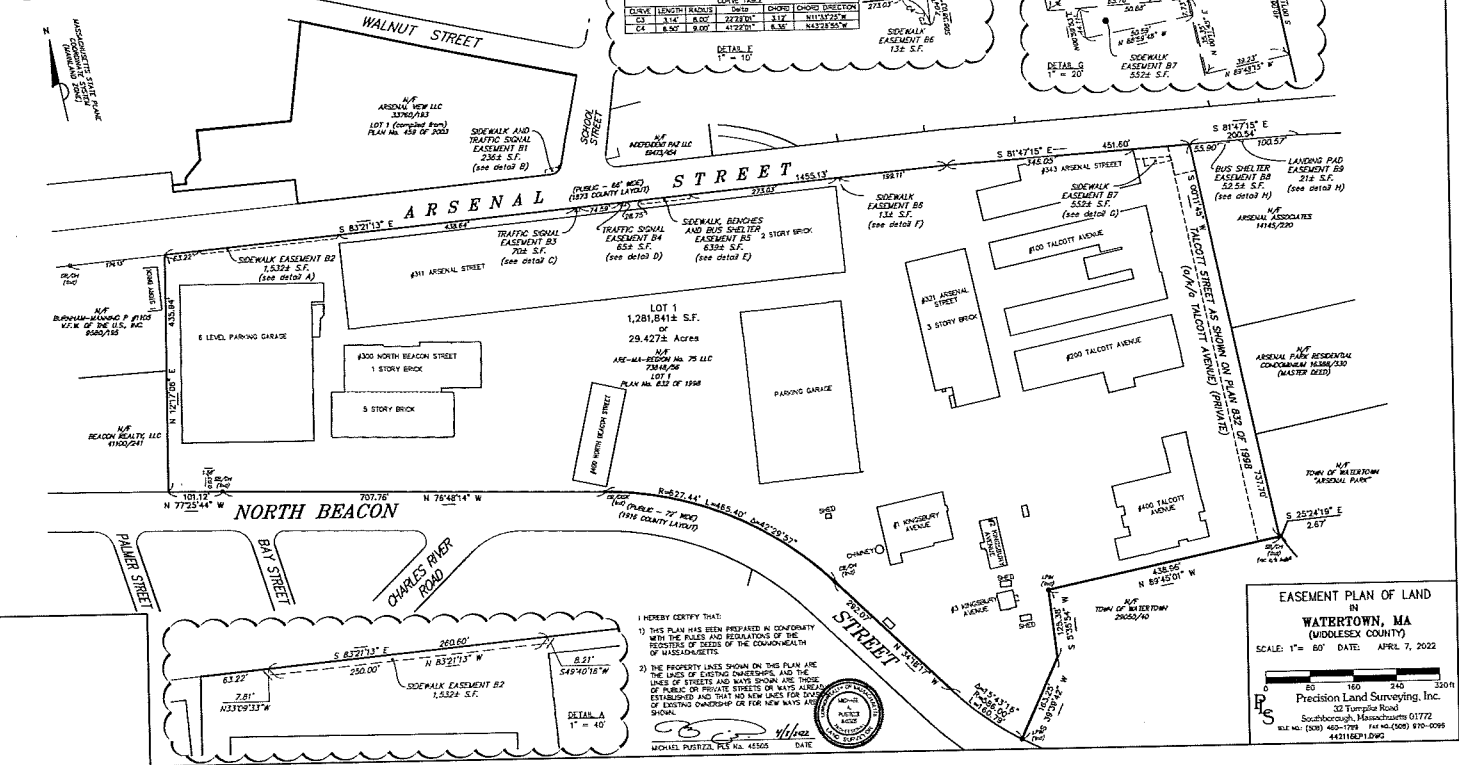
CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C3	31.41	100.0'	100.0'	N37°21'33"W
C4	6.52	9.00'	41.23'	N53°28'50"W

CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C5	31.41	100.0'	100.0'	N37°21'33"W
C6	6.52	9.00'	41.23'	N53°28'50"W

CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C7	31.41	100.0'	100.0'	N37°21'33"W
C8	6.52	9.00'	41.23'	N53°28'50"W

CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C9	31.41	100.0'	100.0'	N37°21'33"W
C10	6.52	9.00'	41.23'	N53°28'50"W

CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C11	31.41	100.0'	100.0'	N37°21'33"W
C12	6.52	9.00'	41.23'	N53°28'50"W



I HEREBY CERTIFY THAT:
 1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
 2) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIP, 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 TRAILS OF EXISTING OWNERSHIP OR FOR NEW WAYS HAVE BEEN SHOWN.



EASEMENT PLAN OF LAND IN
 WATERTOWN, MA
 (MIDDLESEX COUNTY)
 SCALE: 1" = 80' DATE: APRIL 7, 2022
 Precision Land Surveying, Inc.
 32 Turnpike Road
 Southborough, Massachusetts 01772
 TEL: (508) 450-1785 FAX: (508) 450-1785
 44311621.DWG

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

CONSENT AND SUBORDINATION TO EASEMENT

The undersigned, in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 28, 2021, made by Arsenal Associates, a Delaware limited partnership, as mortgagor ("Grantor"), to M&T Realty Capital Corporation, as mortgagee ("Mortgagee"), recorded with the Middlesex South District Registry of Deeds in Book 123 Page 121, encumbering the real estate and the improvements thereon commonly known as 465 Arsenal Street, Watertown, Massachusetts, as more particularly described in said Mortgage ("Grantor's Property"), hereby acknowledges that it has received a copy of the foregoing Grant of Easements (the "Easement Agreement") between Grantor and the City of Watertown, and hereby consents to said Easement Agreement. Mortgagee hereby unconditionally and irrevocably subordinates all of its interest, now or hereafter arising, in Grantor's Property to the Easement Agreement; this consent and subordination shall be binding on Mortgagee and its successors and assigns.

Executed this ____ day of _____, 2022.

M&T Realty Capital Corporation

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF _____

_____, ss.

On this ____ day of _____, 2022 before me, the undersigned notary public, personally appeared _____, in his/her capacity as _____ of _____, 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 such capacity, as the voluntary act of M&T Realty Capital Corporation.

Notary Public

My Commission Expires:

[AFFIX SEAL]

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2022 by and between **Arsenal Yards Holding LLC**, a Delaware limited liability company ("Grantor"), having a mailing address of c/o Boylston Properties, 800 Boylston Street, Suite 1390, Boston, Massachusetts 02199, and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

- A. Grantor is the "Successor Declarant" and holder of the "Special Declarant Rights" as such terms are defined in that certain Amended and Restated Master Deed of the Arsenal Condominium dated June 5, 2018 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 71113, Page 277, as amended (the "Master Deed").
- B. Sections 3.1 and 4.3 of the Master Deed, among other provisions of the Master Deed, reserve to Successor Declarant the right to grant, create, and use utility and other easements through the General Common Elements for the purpose of making and operating improvements on, in or within the Land (as defined in the Master Deed), which includes the land commonly

identified as 615 Arsenal Street, containing approximately 15.910 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in the Master Deed (the "Grantor Parcel"). The Grantor Parcel contains common areas and facilities of Arsenal Yard Primary Condominium. The Grantor Parcel abuts Arsenal Street, a public way of the City.

C. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to grant to the City an easement(s) for highway purposes in those portions of the Grantor Parcel shown respectively as "Easement A4 Area = 15± S.F.", "Easement A4-1 Area = 20± S.F.", and Easement A5 Area = 76± S.F." on that certain plan of land entitled "Easement Plan of Land, Arsenal Street, Watertown, Massachusetts", dated April 20, 2022, prepared by Feldman Geospatial (the "Plan"), a reduced copy of which is recorded herewith as Exhibit B, and is recorded with the Registry as Plan ____ of 2022. The above highway easement areas are hereinafter referred to singly as the "Highway Easement Area" and collectively as the "Highway Easement Areas". A legal description of each Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easements from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Areas, the perpetual non-exclusive right and easement (the "Highway Easements"), in common with the Grantor, to use the Highway Easement Areas for

highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, signs, and traffic control devices, including all appurtenances to the foregoing, together with pedestrian and vehicular access (except as hereinafter limited) to, in, over, under, through, across, upon, on and along the Highway Easement Areas for purposes of the construction, installation, operation, maintenance, repair, and replacement of such improvements and performance of all acts incidental thereto. The City's exercise of the Highway Easements shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Areas consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easements, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of a Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of a Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easements, any sidewalk portion of a Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor

vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of a Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of a Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of a Highway Easement Area).

3. Reserved Rights. The Highway Easements hereby granted do not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Areas. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Areas, in a manner that does not unreasonably interfere with the Highway Easements, including, without limitation: (a) to erect, outside of and along any sidewalk portion of a Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of a Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of a Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of a Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easements, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of any Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of a Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easements.

4. Release. It is the intention of the parties that access to the Highway Easement Areas, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easements constitute 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 on the Highway Easement Areas.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Areas, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance or replacement work to be performed by the City within any Highway Easement Area pursuant to the Highway Easements (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within any Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within any Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including any Highway Easement Area), the City shall take such action, at its sole cost

and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within a Highway Easement Area pursuant to the Highway Easements, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

Arsenal Yards Holding LLC
c/o Boylston Properties
800 Boylston Street, Suite 1390
Boston, MA 02199
Attention: William P. McQuillan

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

Arsenal Yards Holding LLC

By: BP Watertown Retail LLC,
a Delaware limited liability company,
its Managing Member

By: BP/Arsenal Group LLC,
a Delaware limited liability
company, its Manager

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2022, before me, the undersigned notary public,
personally appeared _____ as
_____ of BP/Arsenal Group
LLC, the Manager of BP Watertown Retail LLC, the Managing Member of Arsenal Yards
Holding LLC, proved to me through satisfactory evidence of identification, which was
_____, to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that he signed it voluntarily for its stated purpose
on behalf of _____.

Notary Public
My commission expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easements contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A

HIGHWAY EASEMENT AREAS

EASEMENT A4

A certain parcel of land on the south side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the south side of Arsenal Street, said point being about 108 feet westerly of the northeast corner of land now or formerly of Arsenal Yards Primary Condominium Trust and 57.35' westerly of an angle point in Arsenal Street;

thence running S 08°05'49" W, a distance of 2.50 feet;

thence turning and running N 81°54'11" W, a distance of 6.00 feet;

thence turning and running N 08°05'49" E, a distance of 2.50 feet to the south side of Arsenal Street, the last 3 course through land now or formerly of Arsenal Yards Primary Condominium Trust;

thence turning and running S 81°54'11" E, a distance of 6.00 feet by said Arsenal Street to the point of beginning.

Said parcel contains an area of about 15 square feet and is shown as Easement A4 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

EASEMENT A4-1

A certain parcel of land on the south side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the south side of Arsenal Street, said point being about 196 feet westerly of the northeast corner of land now or formerly of Arsenal Yards Primary Condominium Trust and 87.44' westerly of an angle point in Arsenal Street;

thence running S 08°05'49" W, a distance of 2.50 feet;

thence turning and running N 81°54'11" W, a distance of 8.00 feet;

thence turning and running N 08°05'49" E, a distance of 2.50 feet to Arsenal Street, the last 3 courses through land now or formerly of Arsenal Yards Primary Condominium Trust;

thence turning and running S 81°54'11" E, a distance of 8.00 feet by said Arsenal Street to the point of beginning.

Said parcel contains an area of about 20 square feet and is shown as Easement A4-1 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

EASEMENT A5

A certain parcel of land on the south side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the south side of Arsenal Street, said point being about 159 feet easterly of the northeast corner of land now or formerly of EDF Watertown Condominium Trust and a northerly corner of land now or formerly of Arsenal Yards Primary Condominium Trust;

thence running S 81°47'19" E, a distance of 23.03 feet;

thence turning and running N 53°12'41" E, a distance of 2.83 feet;

thence turning and running S 81°47'19" E, a distance of 2.48 feet, the last 3 courses by the south side of Arsenal Street;

thence turning and running S 08°35'45" W, a distance of 4.50 feet;

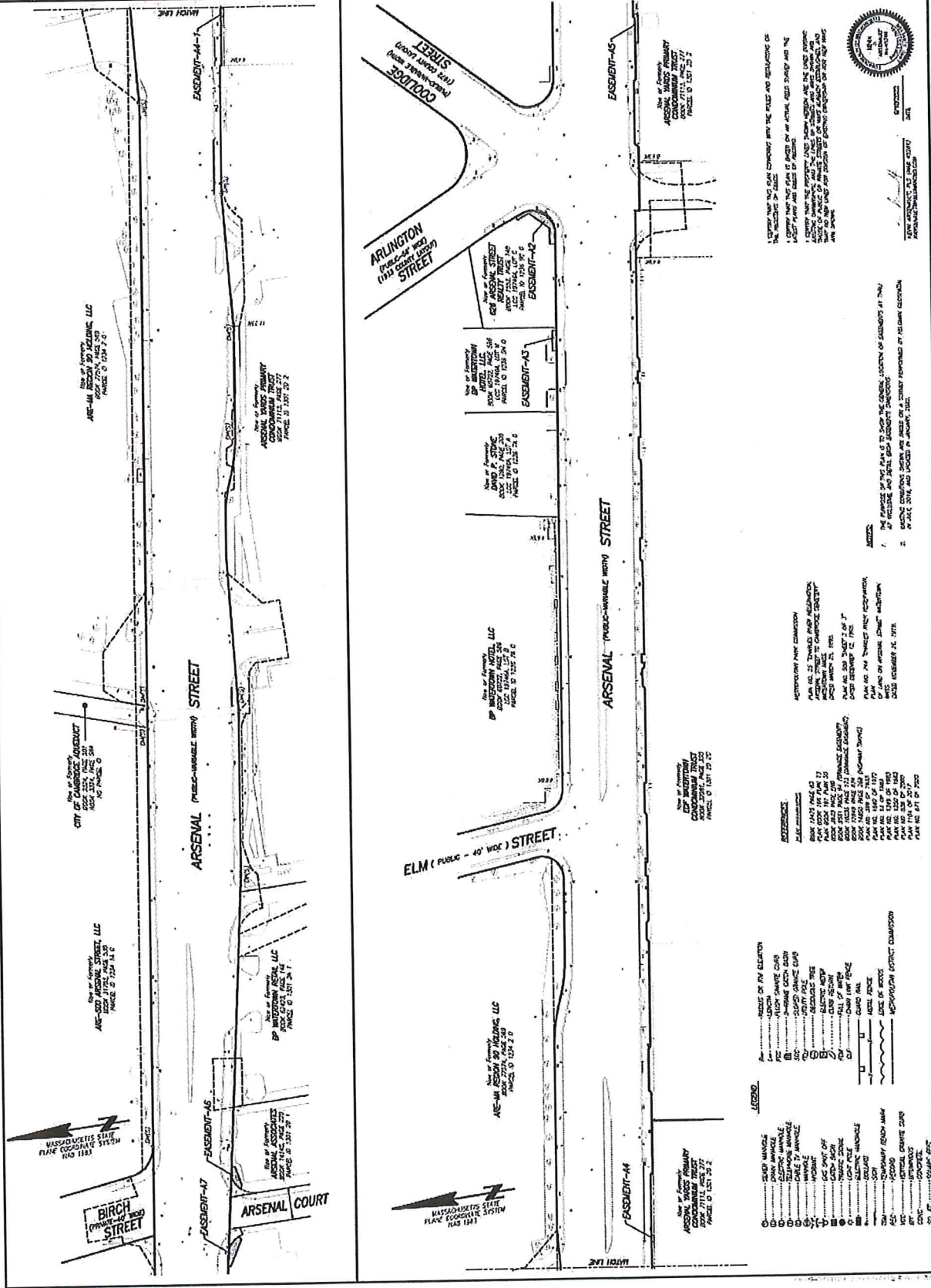
thence turning and running N 81°47'19" W, a distance of 27.50 feet;

thence turning and running N 08°35'45" E, a distance of 2.50 feet to the point of beginning, the last 3 courses through land now or formerly of Arsenal Yards Primary Condominium Trust.

Said parcel contains an area of about 76 square feet and is shown as Easement A5 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

EXHIBIT B

PLAN



BOSTON HEADQUARTERS
1132 HAMPSHIRE STREET
BOSTON, MA 02119
WORCESTER OFFICE
27 MECHANIC STREET
WORCESTER, MA 01609
(617) 557-9740
www.feldmangeo.com



RESERVED FOR FUTURE USE

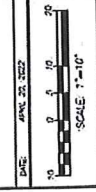
ADDRESS

ARSENAL STREET
WATERTOWN,
MASSACHUSETTS

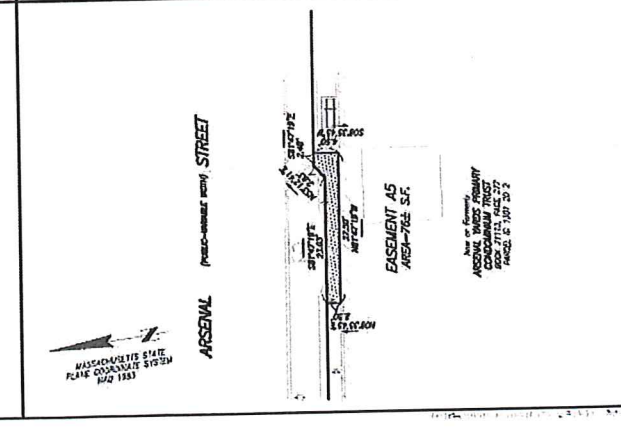
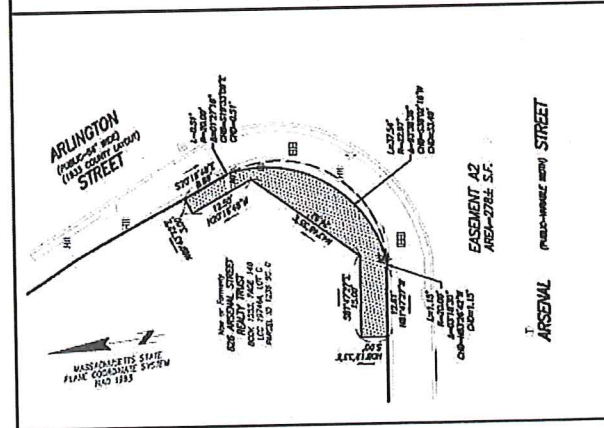
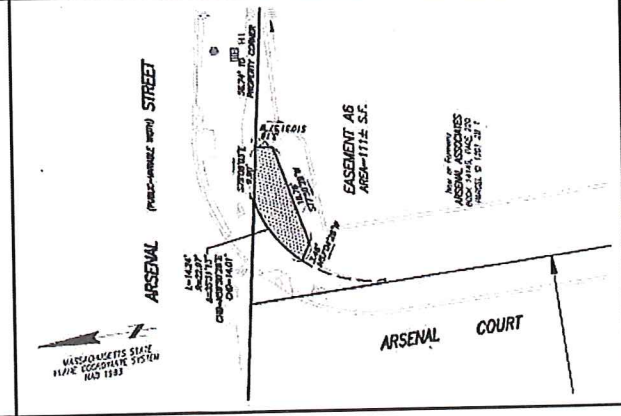
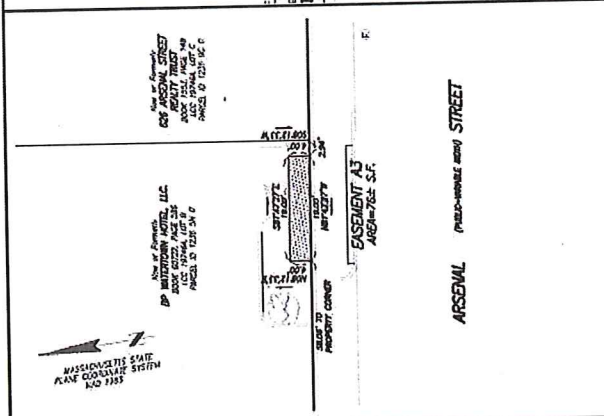
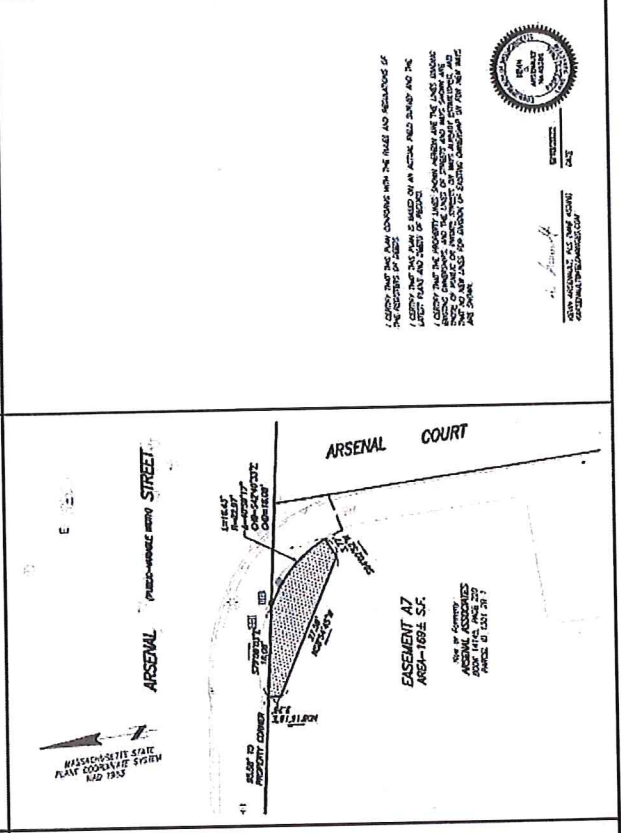
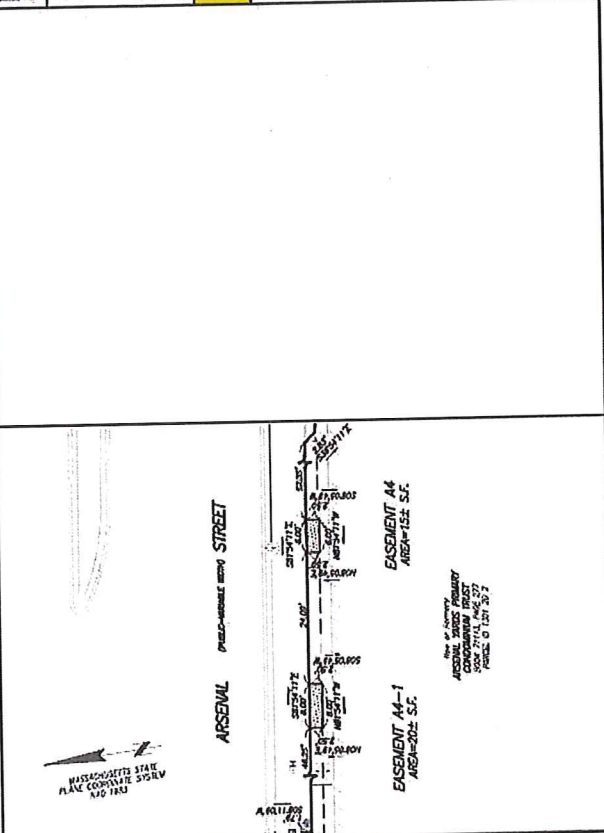
REVISION	1/21/2007
APPROVED	1/21/2007
DATE	1/21/2007
BY	1/21/2007
FOR	1/21/2007
PROJECT	1/21/2007
DATE	1/21/2007
BY	1/21/2007
FOR	1/21/2007
PROJECT	1/21/2007
DATE	1/21/2007
BY	1/21/2007
FOR	1/21/2007
PROJECT	1/21/2007

CHANGING TIME

EASEMENT
PLAN OF LAND



DATE: APRIL 25, 2007
SHEET NO. 2 OF 2



I CERTIFY THAT THE ABOVE CONTAINS WITH THE RULES AND REGULATIONS OF THE RECORDERS OF DEEDS
A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THE ABOVE EASEMENT AND THE
ORIGINAL RECORD OF THE ABOVE EASEMENT IS ON FILE IN THE OFFICE OF THE RECORDERS OF DEEDS
IN THE COUNTY OF MIDDLESEX, MASSACHUSETTS.
I CERTIFY THAT THE ABOVE EASEMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THE ABOVE EASEMENT
AND THE ORIGINAL RECORD OF THE ABOVE EASEMENT IS ON FILE IN THE OFFICE OF THE RECORDERS OF DEEDS
IN THE COUNTY OF MIDDLESEX, MASSACHUSETTS.
I CERTIFY THAT THE ABOVE EASEMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THE ABOVE EASEMENT
AND THE ORIGINAL RECORD OF THE ABOVE EASEMENT IS ON FILE IN THE OFFICE OF THE RECORDERS OF DEEDS
IN THE COUNTY OF MIDDLESEX, MASSACHUSETTS.



DATE: APRIL 25, 2007
SHEET NO. 2 OF 2

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2022 by and between **BP WATERTOWN HOTEL, LLC**, a Massachusetts limited liability company ("Grantor"), having a mailing address of 13215 Bee Cave Parkway, Suite B-300, Austin, Texas, and the **City of Watertown**, a Massachusetts municipal corporation ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 570 Arsenal Street, containing approximately 1.54 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds/filed with the Middlesex South District of the Land Court (the "Registry") in Book 60722, Page 586 (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to

grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown as "Easement A3 Area = 76± S.F." on that certain plan of land entitled "Easement Plan of Land Arsenal Street Watertown, Massachusetts", dated April 20, 2022, prepared by Feldman Geospatial (the "Plan"), a reduced copy of which is recorded herewith as Exhibit B, and is recorded with the Registry as Plan ____ of 2022. The highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, signs, and traffic control devices, including all appurtenances to the foregoing, together with pedestrian and vehicular access (except as hereinafter limited) to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of such improvements and performance of all acts incidental thereto. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Area consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of the Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of the Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of the Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of the Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of the Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of a Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Area, in a manner that does not unreasonably interfere with the

Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of the Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of the Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of the Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of the Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of the Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of the Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easement 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 on the Highway Easement Area.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Area, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance or replacement work to be performed by the City within the Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within the Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within the Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including the Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within the Highway Easement Area pursuant to the Highway Easement, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

Summit Hotel Properties, Inc.
13215 Bee Cave Parkway, Suite B-300
Austin, Texas 78738
Attention: Legal Department

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

BP WATERTOWN HOTEL, LLC

By: _____
Name: Jonathan Stanner
Office: Chief Manager
Hereunto duly authorized

STATE OF TEXAS

COUNTY OF TRAVIS, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Jonathan Stanner, as Chief Manager of BP Watertown Hotel, LLC, proved to me through satisfactory evidence of identification, which was Texas 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 and acknowledged said instrument to be the free act and deed of BP Watertown Hotel, LLC.

Notary Public
My Commission Expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A

HIGHWAY EASEMENT AREA

A certain parcel of land on the north side of Arsenal Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the north side of Arsenal Street, said point being 2.94 feet westerly of the southwest corner of land now or formerly of 626 Arsenal Street Realty Trust and the southeast corner of land now or formerly of BP Watertown Hotel, LLC;

thence running N 81°47'27" W, a distance of 19.00 feet by said Arsenal Street;

thence turning and running N 08°12'33" E, a distance of 4.00 feet;

thence turning and running S 81°47'27" E, a distance of 19.00 feet;

thence turning and running S 08°12'33" W, a distance of 4.00 feet to the point of beginning, the last 3 courses through land now or formerly of BP Watertown Hotel, LLC.

Said parcel contains an area of about 76 square feet and is shown as Easement A3 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex County South registry of deeds.

EXHIBIT B

PLAN

ARSENAL STREET
WATERTOWN,
MASSACHUSETTS

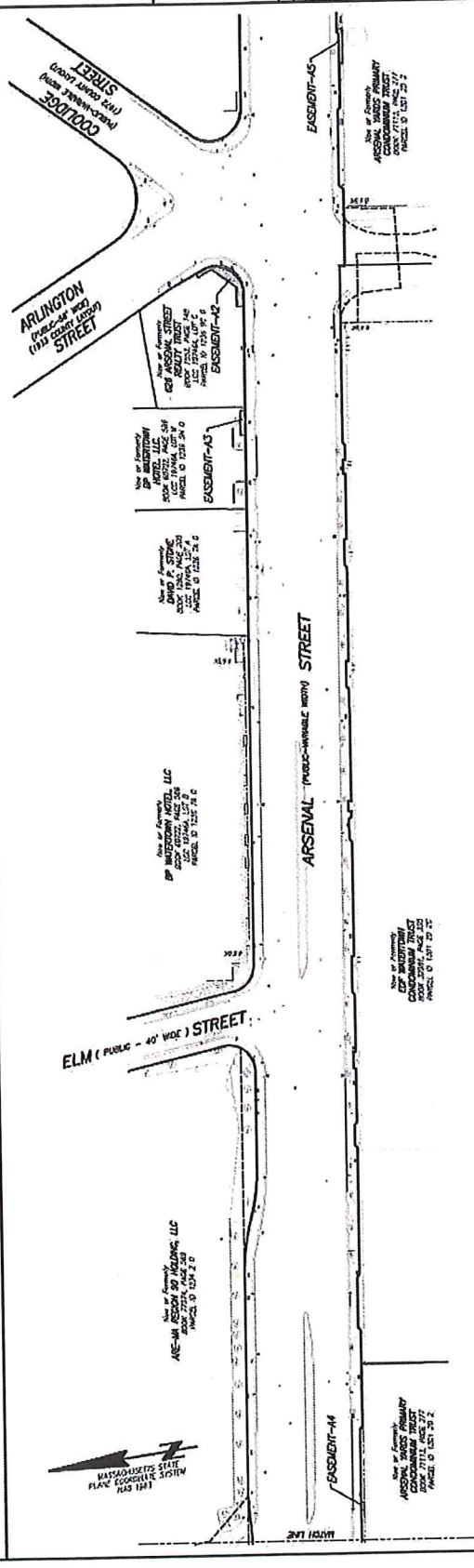
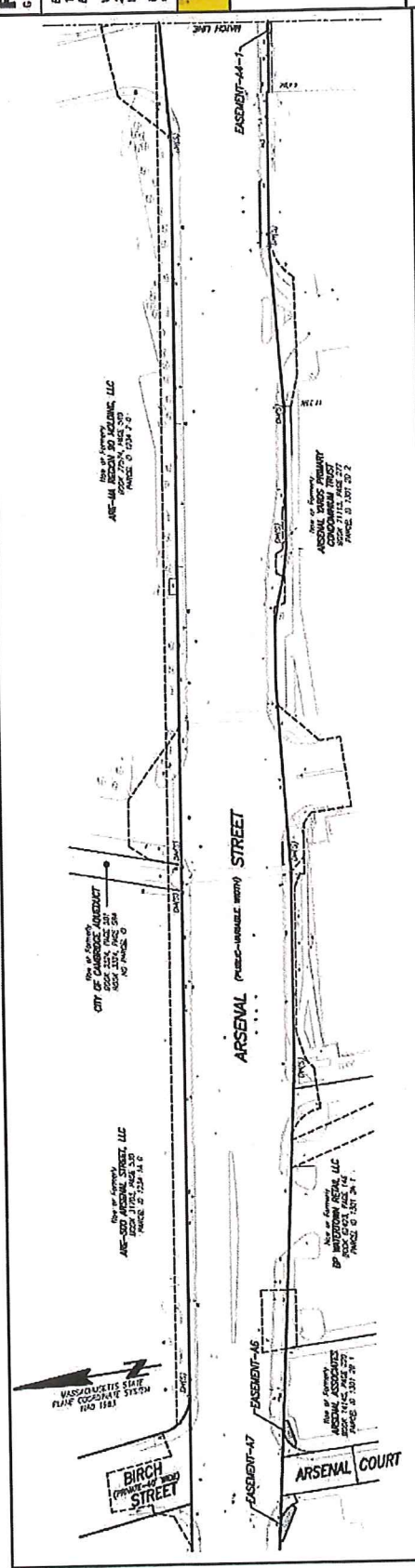
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Rating: 100%

**EASEMENT
PLAN OF LAND**

DATE: APR 22 2022

SCALE: 1"=40'



THE NEW ADVANCE STORE IS LOCATED ON AN ADJACENT LOT TO THE OLD STORE AND THE BUILDING IS BEING CONSTRUCTED BY THE NEW ADVANCE STORE. THE NEW ADVANCE STORE IS BEING CONSTRUCTED BY THE NEW ADVANCE STORE. THE NEW ADVANCE STORE IS BEING CONSTRUCTED BY THE NEW ADVANCE STORE.



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NOSSIMOS DALLA NOSTRA COMMISSIONE

2014 AUGUST 10 10:04 AM

Abstract

ARSENAL STREET
WATERTOWN,
MASSACHUSETTS

[illegible]

STARTING POINTS

**EASEMENT
PLAN OF LAND**

DATE: _____ TIME: _____



2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

[illegible]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-10-2014 BY 60322
UCBAW/BJA

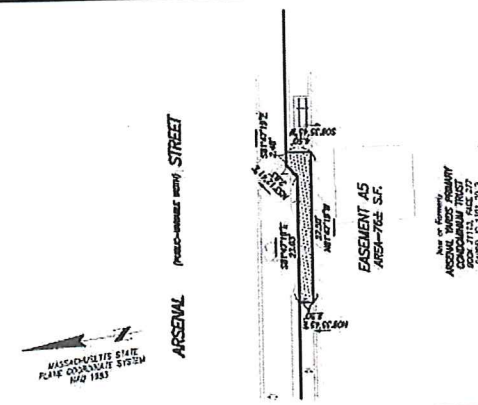
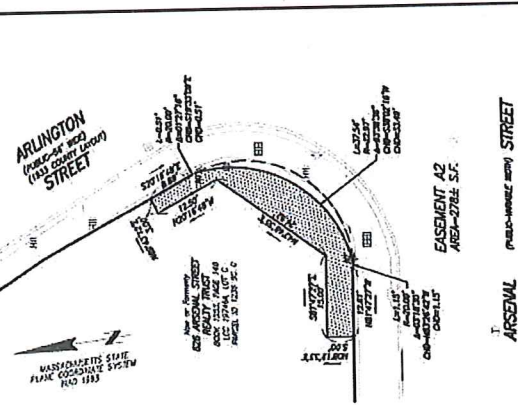
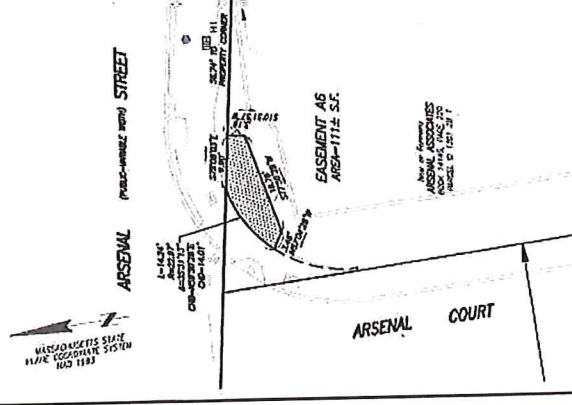
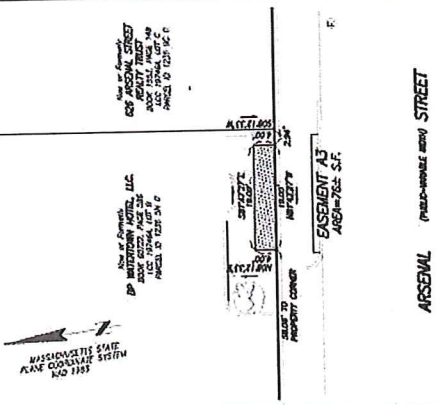
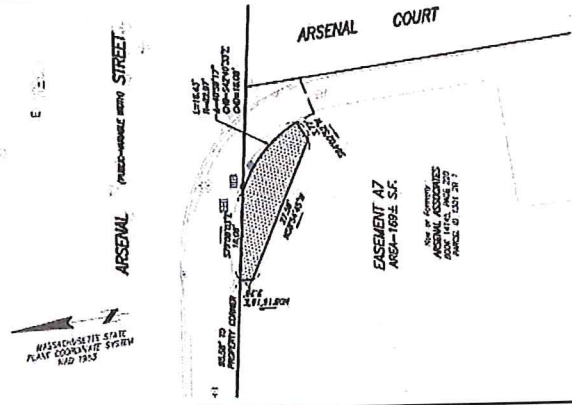
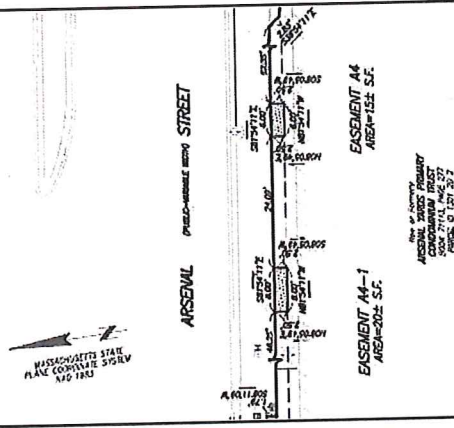


EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of July, 2022 by and between **George Sarris, Trustee of the 626 Arsenal Street Realty Trust, under Declaration of Trust dated December 11, 2019, evidenced by Trustee's Certificate filed as Document No. 1832814** ("Grantor"), having a mailing address of 626 Arsenal Street, Watertown, Massachusetts 02472, and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 626 Arsenal Street, containing approximately 0.273 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed filed with the Middlesex South District of the Land Court (the "Registry") as Document No. 1832813, and Certificate of Title No. 272379, shown as Lots C and D on Land Court Plan 19746A (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to

grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown as "Easement A2" on that certain plan of land entitled "Easement Plan of Land, Arsenal Street, Watertown, Mass.", dated April 20, 2022, prepared by Feldman Geospatial (the "Plan"), a reduced copy of which is attached hereto as Exhibit B, and is recorded with the Registry herewith as Plan ____ of 2022. The above highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easements from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, signs, and traffic control devices, including all appurtenances to the foregoing, together with pedestrian and vehicular access (except as hereinafter limited) to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of such improvements and performance of all acts incidental thereto. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Area consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of the Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of the Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of the Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of the Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of the Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of the Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Area, in a manner that does not unreasonably interfere with the

Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of the Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of the Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of the Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of the Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of the Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of the Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easement 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 on the Highway Easement Area.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Area, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance or replacement work to be performed by the City within the Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within the Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within the Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including the Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within the Highway Easement Area pursuant to the Highway Easement, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

George Sarris, Trustee of the
626 Arsenal Street Realty Trust
626 Arsenal Street
Watertown, MA 02472

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

626 ARSENAL REALTY TRUST

By: _____
George Sarris, Trustee of the
626 Arsenal Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of July, 2022, before me, the undersigned notary public, personally appeared George Sarris, Trustee of the 626 Arsenal Street Realty Trust, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged said instrument to be the free act and deed of the 626 Arsenal Street Realty Trust.

Notary Public
My Commission Expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A

HIGHWAY EASEMENT AREA

A certain parcel of land on the northwest corner of the intersection of Arsenal Street and Arlington Street, situated in the City of Watertown, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

beginning at a point on the northerly side of Arsenal Street at the westerly corner of the intersection with Arlington Street;

thence running N 81°47'27" W, a distance of 12.61 feet by Arsenal Street;

thence turning and running N 8°12'33" E, a distance of 5.00 feet;

thence turning and running S 81°47'27" E, a distance of 15.00 feet;

thence turning and running N 43°48'35" E, a distance of 24.52 feet;

thence turning and running N 20°16'48" W, a distance of 12.50 feet;

thence turning and running N 69°43'12" E, a distance of 3.00 feet to the west side of Arlington Street, the last 5 courses through land now or formerly of 626 Arsenal Street Realty Trust;

thence turning and running S 81°47'27" E, a distance of 15.00 feet;

thence along a curve turning to the right having a radius of 20.00' an arc length of 0.51 feet a chord bearing of S 19°33'09" E and a chord distance of 0.51';

thence along a curve turning to the right having a radius of 22.97' an arc length of 37.54 feet a chord bearing of S 38°02'16" W and a chord distance of 33.49 to the point of beginning, the last 3 courses by Arlington Street.

Said parcel contains an area of about 278 square feet and is shown as Easement A2 on a plan titled "EASEMENT PLAN OF LAND" prepared by Feldman Geospatial and dated April 20, 2022, to be recorded in the Middlesex South District Registry of Deeds.

EXHIBIT B

PLAN

FELDMAN GEOSPATIAL

BOSTON HEADQUARTERS
132 HAMPDEN STREET
BOSTON, MA 02119
WORCESTER OFFICE
27 MECHANIC STREET
WORCESTER, MA 01608
(617) 357-9740
www.feldmangeo.com



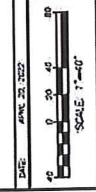
RESERVED FOR FUTURE USE

ARSENAL STREET
WATERTOWN,
MASSACHUSETTS

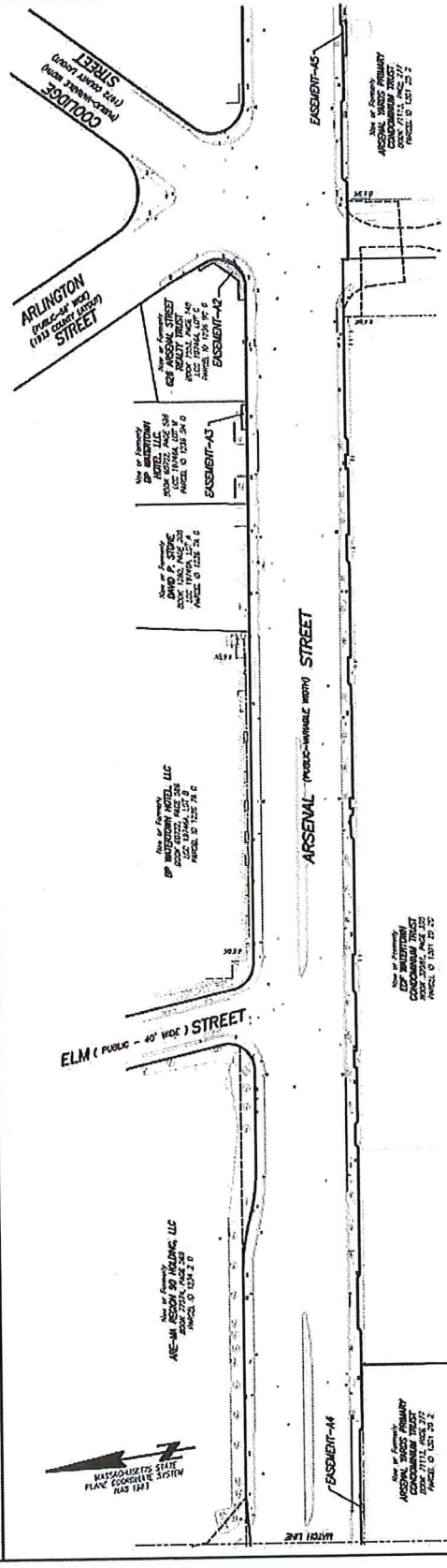
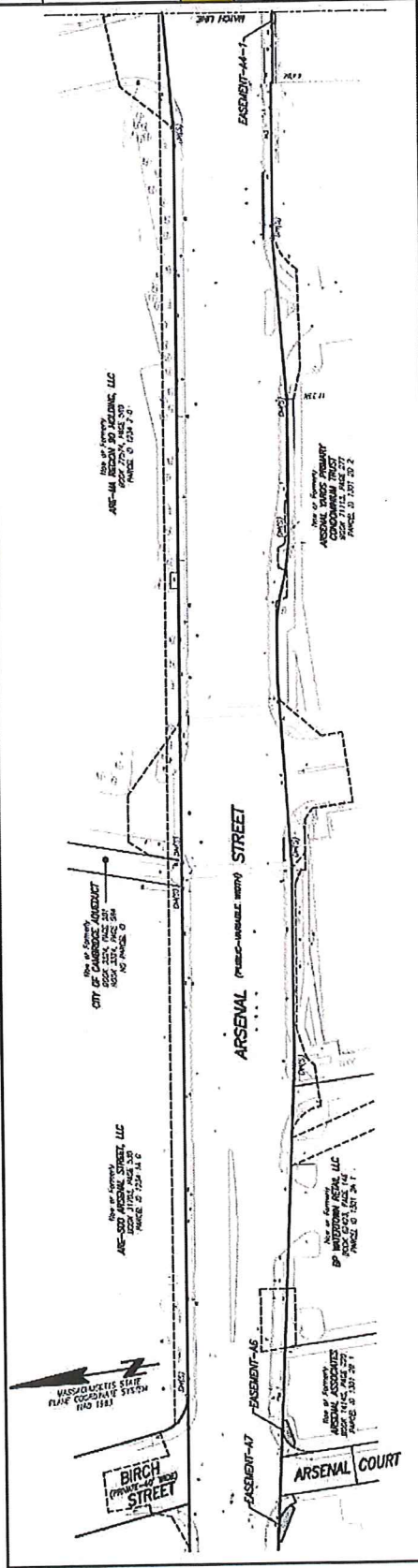
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DRAWING NAME

EASEMENT PLAN OF LAND



DATE: APRIL 23, 2007



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BOSTON HEADQUARTERS
152 HAMPSDEN STREET
BOSTON, MA 02119

WORCESTER OFFICE
27 MECHANIC STREET
WORCESTER, MA 01608

(617) 357-8740
www.feldmango.com



RECEIVED FOR DEPOSIT 1987

ADDRESS

ARSENAL STREET
WATERTOWN,
MASSACHUSETTS

[illegible]

STAFF SQUARE

**EASEMENT
PLAN OF LAND**

DATE: 4/



2014

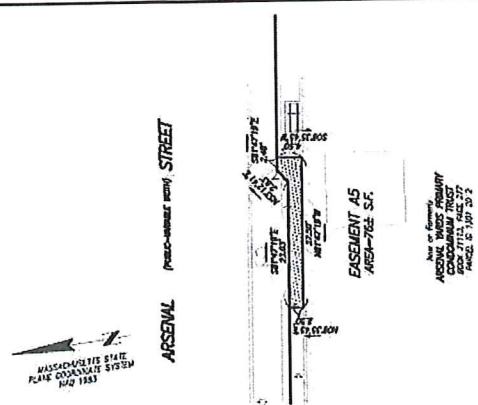
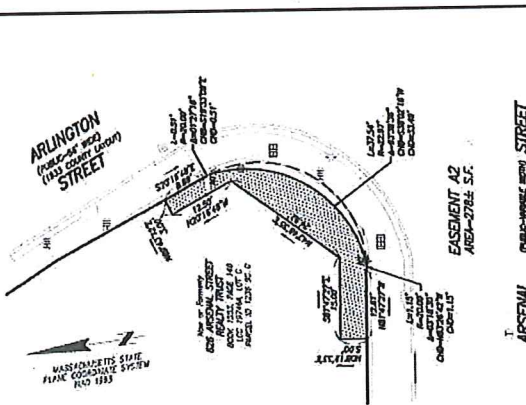
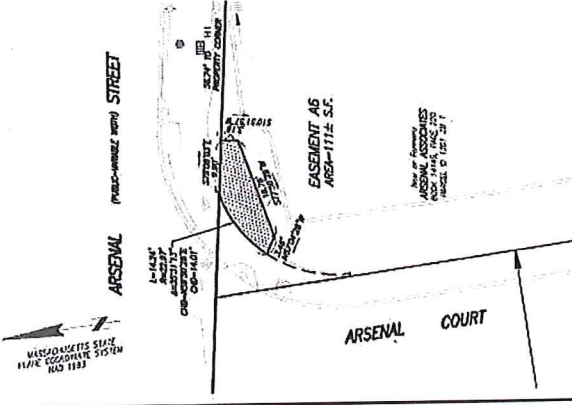
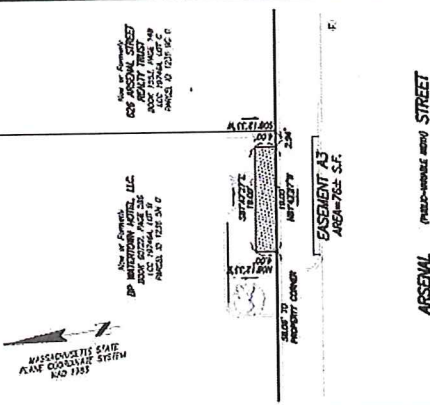
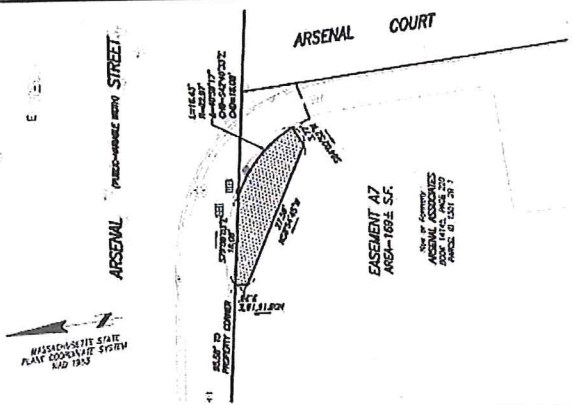
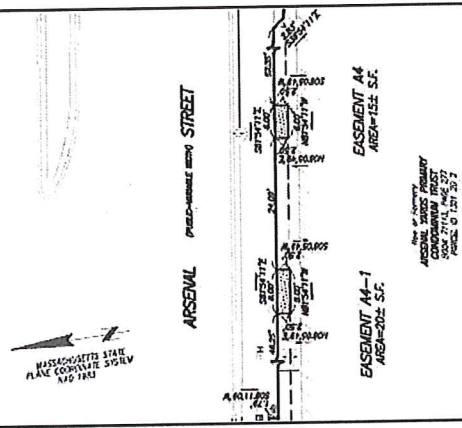


EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

GRANT OF EASEMENT

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of June, 2022 by and between **RMG Four-Fourteen LLC**, a Massachusetts limited liability company ("Grantor"), having a mailing address of 414 Main Street, Watertown, Massachusetts 02472 , and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 640 Arsenal Street, containing approximately 0.511 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 68647, Page 570 (the "Grantor Parcel"). The Grantor Parcel abuts Arsenal Street, a public way of the City.

B. In connection with a public infrastructure project on Arsenal Street, including improvements to the road, sidewalk, and traffic signal devices, Grantor is willing to grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown

as "Roadway Easement Area = 483 Sq.Ft. (0.01 Acres)" on that certain plan of land entitled "Easement Plan of Land in Watertown Massachusetts", dated March 6, 2022, prepared by VHB, Inc. (the "Plan") a reduced copy of which is attached hereto as Exhibit B, and is recorded with the Registry herewith as Plan ____ of 2022. The above highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit A attached hereto.

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

1. Highway Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, signs, and traffic control devices, including all appurtenances to the foregoing, together with pedestrian and vehicular access (except as hereinafter limited) to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of such improvements and performance of all acts incidental thereto. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Areas consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of the Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of a Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of the Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of the Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of the Highway Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of the Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Grantor Parcel, including the Highway Easement Area, in a manner that does not unreasonably interfere with the

Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of the Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of the Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of the Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of the Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Arsenal Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of any Highway Easement Area; and (e) to use, or to grant to others the right to use, any sidewalk portion of the Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easement 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 on the Highway Easement Area.

5. Performance of Work. The City shall be responsible for the maintenance, repair and replacement of highway improvements located in the Highway Easement Area, including, without limitation, all roads, curbs, sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, bus shelters, and traffic control devices, including all appurtenances to the foregoing improvements. Any construction, maintenance or replacement work to be performed by the City within any Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) 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 by the Grantor. The City agrees, except in the event of emergency, to give Grantor 48 hours' prior notice (which may be oral) of any construction, maintenance or replacement work within any Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within any Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including any Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within a Highway Easement Area pursuant to the Highway Easement, the City shall, at its sole cost and expense, promptly restore, as close as reasonably practicable, 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, as close as reasonably practicable.

7. 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, war, civil commotion, riots, pandemic, 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.

8. 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 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 Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. 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:

RMG Four-Fourteen LLC
414 Main Street
Watertown, MA 02472

If to the City, addressed to:

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

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

13. Counterparts. This Grant 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 Grant may be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

RMG FOUR-FOURTEEN LLC

By: _____

Name:

Office: Manager

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, as Manager of RMG FOUR-FOURTEEN LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged said instrument to be the free act and deed of RMG FOUR-FOURTEEN LLC.

Notary Public

My Commission Expires:

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2022, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name:
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2022, 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 _____ 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.

Notary Public
My commission expires: _____

EXHIBIT A

HIGHWAY EASEMENT AREA

A certain easement over a parcel of land situated south of Coolidge Avenue and east of Arsenal Street in the City of Watertown, in the County of Middlesex and the Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point on the southerly sideline of Coolidge Avenue at a point of curvature; thence

N 44°13'58" E a distance of Sixty and Ninety Nine Hundredths feet (60.99') by the sideline of Coolidge Avenue to a point; thence

S 45°46'02" E a distance of One and No Hundredths feet (1.00') to a point; thence

S 37°13'00" W a distance of Thirty Three and Fifty Eight Hundredths feet (33.58') to a point; thence

Southwesterly and curving to the right along the arc of a curve having a radius of One Hundred Twenty and No Hundredths feet (120.00'), a length of Fourteen and Sixty Nine Hundredths feet (14.69') to a point; thence

S 44°13'58" W a distance of Fifteen and Thirty Seven Hundredths feet (15.37') to a point; thence

Southerly and curving to the left along the arc of a curve having a radius of Twenty and No Hundredths feet (20.00'), a length of Forty Three and Ninety Nine Hundredths feet (43.99') to a point; thence

S 81°48'06" E a distance of Thirteen and No Hundredths feet (13.00') to a point; thence

S 08°11'54" W a distance of Two and Fifty Hundredths feet (2.50') to a point; thence

N 81°48'06" W a distance of Twelve and Forty Two Hundredths feet (12.42') to a point; thence

Northerly and curving to the right along the arc of a curve having a radius of Twenty Five and No Hundredths feet (25.00'), a length of Fifty Four and Ninety Nine Hundredths feet (54.99'), the last two courses by the sideline of Arsenal Street to the point of beginning

The above described easement contains approximately 483 square feet, more or less.

EXHIBIT B

PLAN

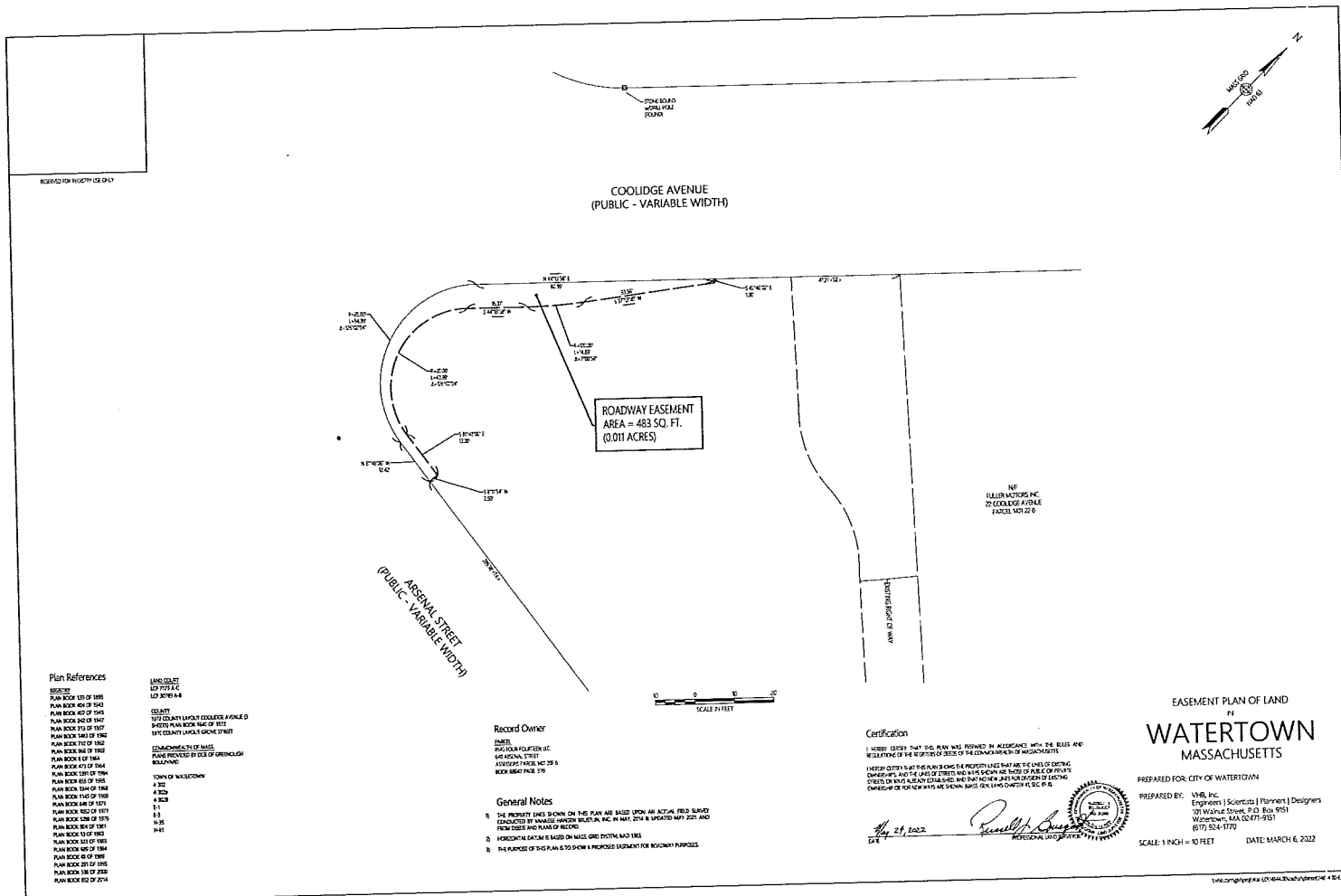


EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

CONSENT AND SUBORDINATION TO EASEMENT

The undersigned, in connection with that certain Commercial Mortgage, dated as of December 12, 2016, made by RMG FOUR-FOURTEEN LLC, a Massachusetts limited liability company, as mortgagor ("Grantor"), to WATERTOWN SAVINGS BANK, as mortgagee ("Mortgagee"), recorded with the Middlesex South District Registry of Deeds in Book 68647, Page 573, encumbering the real estate and the improvements thereon commonly known as 640 Arsenal Street, Watertown, Massachusetts, as more particularly described in said Mortgage ("Grantor's Property"), hereby acknowledges that it has received a copy of the foregoing Grant of Easement (the "Easement Agreement") between Grantor and the City of Watertown, and hereby consents to said Easement Agreement. Mortgagee hereby unconditionally and irrevocably subordinates all of its interest, now or hereafter arising, in Grantor's Property to the Easement Agreement; this consent and subordination shall be binding on Mortgagee and its successors and assigns.

Executed this ____ day of _____, 2022.

WATERTOWN SAVINGS BANK

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2022 before me, the undersigned notary public, personally appeared _____, in his/her capacity as _____ of WATERTOWN SAVINGS BANK, 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 such capacity, as the voluntary act of WATERTOWN SAVINGS BANK.

Notary Public
My Commission Expires:

[AFFIX SEAL]

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI, JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ACCEPT A MULTI-USE PATH EASEMENT AREA IN CONNECTION WITH 330 ARSENAL STREET AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ACCEPTANCE OF SAID EASEMENT



ELECTED OFFICIALS:

Mark S. Sideris,
Council President

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

John M. Airasian
Councilor At Large

Caroline Bays
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

Watertown City Council

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

ORDER # 97

2022 - O - 97

AN ORDER ACCEPTING A MULTI-USE PATH EASEMENT IN CONNECTION WITH 330 ARSENAL STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ACCEPTANCE OF SAID EASEMENT

WHEREAS: Arsenal View, LLC, a Massachusetts limited liability company (Grantor"), is the owner of certain real property commonly identified as 330 Arsenal Street, as described in those certain Quitclaim Deeds recorded with the Middlesex South Registry of Deeds in Book 44465, Page 219; Book 39372, Page 219; Book 33760, Page 193 and Book 62742, Page 389 (collectively, the "Grantor Parcels"); and

WHEREAS: In connection with certain zoning relief granted by the City of Watertown Zoning Board of Appeals on February 26, 2014 in Case Number ZBA-2014-05 SP/SR, and certain other zoning relief granted by the City of Watertown Zoning Board of Appeals on March 26, 2003 in Case No. 03-07SP, Grantor committed to allow public access of a path located on, across and along those portions of the Grantor Parcels shown as the "Multi-Use Path Easement Area" on a plan entitled "Multi-Use Path Easement Plan - Lexus of Watertown," dated March 22, 2022, prepared by McKenzie Engineering Group (the "Multi-Use Path Easement Area").

NOW THEREFORE BE IT ORDERED: That the City Council of the City of Watertown hereby accepts the Multi-Use Path Easement Area, on the terms and conditions as set forth in the Easement Agreement with Grantor conveying the Multi-Use Path Easement Area to the City of Watertown;

AND BE IT FURTHER ORDERED: That the City Council hereby authorizes the City Manager to execute the Acceptance to the Easement Agreement with Grantor conveying the Multi-Use Path Easement Area to the City of Watertown.

Nathan N. Bow

Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Ordinance was adopted by a vote of 9 for, 0 against, and 0 present on August 9, 2022.

Marilyn W. Pronovost
Marilyn W. Pronovost, Council Clerk

Mark S. Sideris
Mark S. Sideris, Council President

GRANT OF EASEMENT

This **GRANT OF EASEMENT** ("Grant") is entered into as of the ____ day of _____, 2022 by and between **ARSENAL VIEW, LLC**, a Massachusetts limited liability company ("Grantor"), having a mailing address of 149 Arsenal Street, Watertown, Massachusetts 02472, and the **CITY OF WATERTOWN**, a municipal corporation ("City") having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of certain parcels of land containing, in the aggregate, approximately 524,973 square feet located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in those certain Quitclaim Deeds recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 44465, Page 219, in Book 39372, Page 219, in Book 33760, Page 193, and in Book 62742, Page 389, respectively (collectively, the "Grantor Parcels").

B. In connection with certain zoning relief granted by the City of Watertown Zoning Board of Appeals on February 26, 2014 in Case Number ZBA-2014-05 SP/SR, and certain other zoning relief granted by the City of Watertown Board of Appeals on March 26, 2003 in Case No. 03-07SP (collectively, the "Zoning Decisions"), in each instance which zoning relief was granted in connection with the Grantor's development of the Grantor Parcels, Grantor committed to allow public access of a path located on, across and along those portions of the Grantor Parcels

shown on a plan entitled “Multi-Use Path Easement Plan – Lexus of Watertown,” dated March 22, 2022, prepared by McKenzie Engineering Group, attached as Exhibit A-1 and incorporated herein (the “Plan”) as the “Multi-Use Path Easement Area” (the “Multi-Use Path Easement Area”). The Zoning Decisions are recorded with the Registry in Book 63622, Page 514 and in Book 39412, Page 433, respectively. A legal description of the Multi-Use Path Easement Area is set forth in Exhibit A-2 attached hereto.

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

1. Multi-Use Path Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor’s interest in the Multi-Use Path Easement Area, the perpetual non-exclusive right and easement, in common with the Grantor, to use the Multi-Use Path Easement Area for all purposes for which multi-use paths are lawfully used in the City of Watertown, including, without limitation, access by pedestrians on foot or by a mobility device (as that term is defined hereinafter) or by bicyclists on bicycles, together with the attendant customary uses (the “Path Right”). The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device that functions similarly to allow an injured or disabled person increased mobility for travel. Notwithstanding the foregoing, the Path Right shall not be deemed to include any rights for horses or other load bearing animals or motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over the Multi-Use Path Easement Area. Additionally, the Path Right shall not be deemed to include a right to park bicycles or motor vehicles, motorcycles, or other motorized or non-motorized

transportation devices within the Multi-Use Path Easement Area at any time. Further, the City and/or any member of the public shall not place within the Multi-Use Path Easement Area any obstructions (except for temporary obstructions necessary in connection with the maintenance, repair or replacement of the Multi-Use Path Easement Area). When and if the Multi-Use Path Easement Area is incorporated in a public way, the City shall be responsible for maintenance, repair and replacement, and the City's rights hereunder expressly shall be deemed to include the right to enter upon the Multi-Use Easement Area for the purpose of performing such maintenance, repair and replacement, and shall further include the right to pave the Multi-Use Easement Area. The City's exercise of the Path Right shall not interfere with Grantor's use of the Grantor Parcels, as set forth in Paragraph 2 below.

2. Reserved Rights. The Path Right hereby conveyed does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcels other than the Multi-Use Path Easement Area. Grantor reserves the right to use those portions of the Multi-Use Path Easement Area shown on the plan as driveways (the "Driveways") for unlimited and unfettered pedestrian and vehicular access to and from the Grantor Parcels and the abutting public ways by any persons, including, without limitation, employees, customers, contractors, invitees or agents of the Grantor or any tenants thereof, and the City agrees that such use shall not be deemed to interfere with the Path Right, it being the intent of the parties that the Path Right shall not interfere in any manner with the operation of the businesses now located or to be located in the future at the Grantor Parcels or any portion thereof. Grantor further reserves the right to continue to use the Grantor Parcels, including the Multi-Use Path Easement Area, for all purposes, including, without limitation: (a) to erect, outside of and along the Multi-Use Path Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary

or appropriate; (b) to install and maintain landscaping within the Multi-Use Path Easement Area up to the paved edge of the pedestrian path located within the Multi-Use Path Easement Area; (c) to establish, relocate, maintain, construct, and replace such driveways, roads, paths or other traveled ways within the Grantor Parcels, including but not limited to vehicular and pedestrian connections between the Grantor Parcels and the Multi-Use Path Easement Area, as the Grantor, in its sole discretion, deems advisable; (d) to repair, replace, improve, maintain and use the Multi-Use Path Easement Area and path located therein; and (e) to use, or to grant to others the right to use, the Multi-Use Path Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Path Right.

3. Release. It is the intention of the parties that the Multi-Use Path Easement Area shall be used for recreational purposes and be free of charge or fee and that to the fullest extent permitted by law, this Path 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 on the Multi-Use Path Easement Area.

4. Performance of Work. The Grantor, at its sole cost and expense, has constructed the paved path within the Multi-Use Path Easement Area. Grantor, at its sole cost and expense, shall maintain, repair, and replace the Driveways, including keeping the same free of snow and ice. Grantor shall have no responsibility for keeping the paved path in sound and

safe repair, providing security services in the Multi-Use Path Easement Area, or maintaining, repairing, or replacing the paved path. The City acknowledges that the paved path in the Multi-Use Path Easement Area has been constructed in a good and workmanlike manner, in accordance with all applicable governmental permits, consents, and approvals, and in accordance with all applicable laws, ordinances, orders, rules, and regulations. The Grantor, at its sole cost and expense, shall keep the Multi-Use Path Easement Area in a safe condition, including, without limitation, keeping the same free of snow and ice (consistent with the City's Snow and Ice Removal Regulations), and shall maintain, repair and replace the Multi-Use Path Easement Area. If the Grantor shall fail to perform any of its maintenance or upkeep obligations within the Multi-Use Path Easement Area contemplated by this Grant, then the City shall have the right (but not the obligation) to perform such maintenance or upkeep directly. The City shall have the right to enter upon the Multi-Use Path Easement Area for the purpose of performing such maintenance, repair and replacement. Whenever any construction, maintenance or replacement work is to be performed by the City within the Multi-Use Path Easement Area pursuant to the Path Right, 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 the Grantor (which consent shall not be unreasonably withheld) and all other parties having rights in the Multi-Use Path 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 Parcels.

5. Restoration. To the extent that the exercise of the City's rights under this Grant of Easement involves construction or other work within the Multi-Use Path 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 Parcels, the City shall promptly restore the same, at its sole cost and expense, to the condition the Grantor Parcels were in prior to such damage.

6. 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, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, pandemic, 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.

7. Relocation. Grantor may, at any time and from time to time, relocate the Multi-Use Path Easement Area, or any portion thereof, including, without limitation, any driveways, to another location as the Grantor deems, in its sole discretion, advisable provided that such relocated area is reasonably adequate for the purposes of this Grant of Easement. Such relocation shall be at the sole cost and expense of the Grantor.

8. 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 Parcels. 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 the Grantor Parcels.

9. 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:

Arsenal View, LLC
149 Arsenal Street
Watertown, MA 02472
Attention: Manager

If to the City, addressed to:

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

10. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, except for monetary encumbrances, if any, for which a subordination shall be obtained.

11. Governing Law. This Grant 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 Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, 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 Grant shall be valid and enforceable to the fullest extent permitted by law.

12. Counterparts. This Grant 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 Grant shall be executed and each shall be deemed an original.

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

Arsenal View, LLC,
a Massachusetts limited liability company

By: _____
Name: Murray S. Patkin
Title: Manager
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____ ss. _____, 2022

On this _____ day of _____, 2022 before me, the undersigned notary public, personally appeared Murray S. Patkin, Manager of Arsenal View, LLC, 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/she signed it voluntarily for its stated purpose in such capacity on behalf of Arsenal View, LLC.

Notary Public
My commission expires: _____

[City signatures on next page]

ACCEPTANCE OF EASEMENT RIGHT

On this ____ day of _____, 2022, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, a certified copy of which is attached hereto as Exhibit B, hereby accepts the Path Right and Easement contained in the foregoing Grant of 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:

Title: City Attorney

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 2022

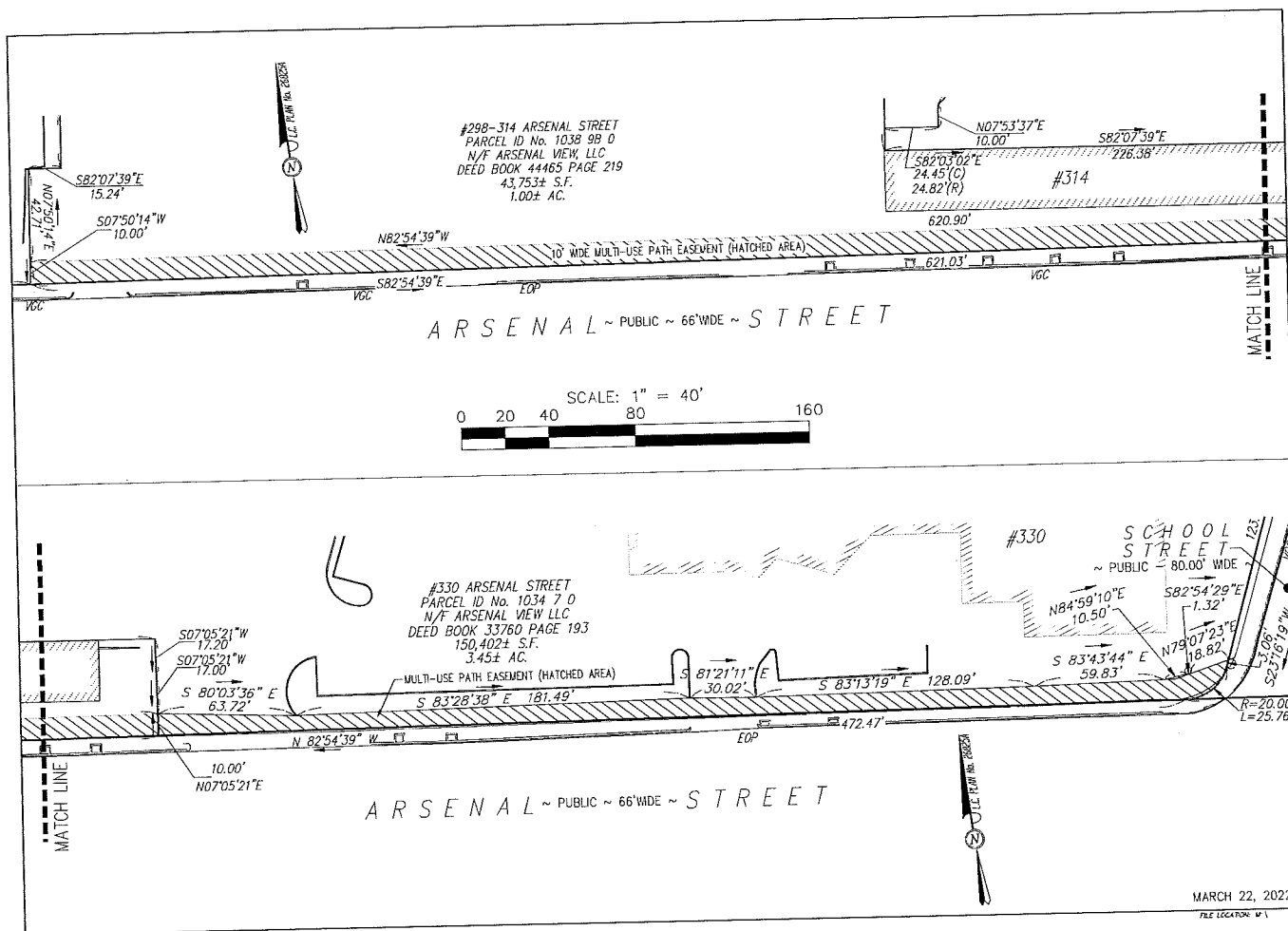
On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, the City Manager of the CITY OF WATERTOWN, proved to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the City of Watertown.

Notary Public

My commission expires: _____

EXHIBIT A-1

PLAN OF MULTI-USE PATH EASEMENT ARE



McKenzie Engineering Group, Inc.
 1000 Main Street
 Watertown, MA 02472
 (617) 924-1100
 www.mckenzie-engineering.com

EXHIBIT A-1
LEXUS OF WATERTOWN
ARSENAL STREET
WATERTOWN, MASSACHUSETTS

OWNER:
 Arsenal View, LLC
 330 Arsenal Street
 Watertown, MA 02472

MULTI-USE PATH EASEMENT PLAN

MARCH 22, 2022
 FILE LOCATION: W-1

ATTACHMENT A-2

Legal Description – "Multi-Use Path Easement"

A certain easement over a parcel of land situated north of Arsenal Street and west of School Street in the City of Watertown, in the County of Middlesex and the Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of Arsenal Street, a public way, at the northwest corner of land now or formerly of Arsenal View, LLC known as 314 Arsenal Street; thence

N 07°50'14" E	a distance of Ten and No Hundredths feet (10.00') to a point; thence
S 82°54'39" E	a distance of Six Hundred Twenty and Ninety Hundredths feet (620.90') to a point; thence
S 80°03'36" E	a distance of Sixty Three and Seventy Two Hundredths feet (63.72') to a point; thence
S 83°28'38" E	a distance of One Hundred Eighty One and Forty Nine Hundredths feet (181.49') to a point; thence
S 81°21'11" E	a distance of Thirty and Two Hundredths feet (30.02') to a point; thence
S 83°13'19" E	a distance of One Hundred Twenty Eight and Nine Hundredths feet (128.09') to a point; thence
S 83°43'44" E	a distance of Fifty Nine and Eighty Three Hundredths feet (59.83') to a point; thence
N 84°59'10" E	a distance of Ten and Fifty Hundredths feet (10.50') to a point; thence
S 82°54'29" E	a distance of One and Thirty Two Hundredths feet (1.32') to a point; thence
N 79°07'23" E	a distance of Eighteen and Eighty Two Hundredths feet (18.82') to a point at the westerly sideline of School Street; thence
S 23°16'19" W	by the westerly sideline of School Street a distance of Three and Six Hundredths feet (3.06') to a point of curvature on the westerly sideline of School Street; thence
Southwesterly	by a curve to the right with a radius of Twenty and No Hundredths feet (20.00'), an arc length of Twenty Five and Seventy Six Hundredths feet (25.76') to a point of tangency on the aforementioned northerly sideline of Arsenal Street; thence

N 82°54'39" W a distance of Four Hundred Seventy Two and Forty Seven Hundredths feet (472.47') by the northerly sideline of Arsenal Street to a point; thence

N 82°54'39" W a distance of Six Hundred Twenty One and Three Hundredths feet (621.03') by the northerly sideline of Arsenal Street to the point of beginning.

The above described easement contains 10,628 square feet more or less.

EXHIBIT B

CITY COUNCIL VOTE

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
CAROLINE BAYS	___X___	_____	_____
LISA J FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO APPROVE THE ACCEPTANCE AND EXPENDITURE OF A GIFT OF FUNDS IN THE AMOUNT OF \$1,293 HONORING JANET JAMESON FOR THE CREATION OF PUBLIC ART IN WATERTOWN



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

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

RESOLUTION # 98

2022 - R - 98

RESOLUTION APPROVING THE ACCEPTANCE AND EXPENDITURE OF GIFT OF FUNDS

WHEREAS: From time to time, this community is the beneficiary of a gift donated towards improving the quality and spirit of its inhabitants lives; and,

WHEREAS: Generous contributions have been offered to benefit the creation of public art in recognition of the life and contributions of Janet Jameson to the City of Watertown; and,

WHEREAS: These gifts of funds were made in honor of Ms. Jameson's who was very involved in and passionate about public arts and was a founding member of the Public Arts Committee, and was instrumental in getting the committee functioning, which has now grown into a permanent funded function of the City of Watertown; and,

WHEREAS: The generous contributions were made by nine individuals in loving memory of Ms. Jameson shall be dedicated to the creation of public art here in Watertown; and,

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Watertown, hereby accepts and appropriates, pursuant to Massachusetts General Laws Chapter 44, Section 53A, monetary gifts totaling \$1,293.00, generously donated in loving memory of Janet Jameson.

Council Member

I hereby certify that at a Meeting of the Town Council for which a quorum was present, the above Resolution was adopted by a vote of 9 for, 0 against, 0 present on August 9, 2022.

Marilyn W. Pronovost, Council Clerk
Mark S. Sideris, Council President

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO MOVE THE POLLING LOCATION FOR PRECINCT 7 FROM THE LOWELL SCHOOL TO THE MIDDLE SCHOOL STARTING WITH THE SEPTEMBER 2022 STATE PRIMARY ELECTION TO EXPIRE ON DECEMBER 30, 2023

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO ACCEPT M.G.L. CHAPTER 41, SECTION 110A

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO APPROVE THE ASSIGNMENT OF POLICE OFFICERS AT POLLING LOCATIONS

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VNICENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ACCEPT THE REPORTS OF THE CLIMATE AND ENERGY COMMITTEE ON JULY 7, 2022, JULY 14, 2022, AND JULY 19, 2022

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI	<u> X </u>	<u> </u>	<u> </u>
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO APPROVE THE CLIMATE AND ENERGY PLAN AS PRESENTED TO THE COMMITTEE ON CLIMATE AND ENERGY AND TO INSTRUCT SAID COMMITTEE TO REVIEW ITS PROGRESS ON A REGULAR BASIS

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
VINCENT J. PICCIRILLI	___X___	_____	_____
JOHN M. AIRASIAN	___X___	_____	_____
CAROLINE BAYS	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	___X___	_____	_____
ANTHONY PALOMBA	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	___X___	_____	_____

MOTION TO REFER THE REQUEST FOR PROPOSAL FOR A HEALTH AND HUMAN SERVICES STUDY TO THE COMMITTEE ON HUMAN SERVICES FOR REVIEW

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: AUGUST 9, 2022**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI, JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

MOTION TO ADJOURN THE MEETING AT 9:24 P.M.