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August 16, 2018

Honorable Salem City Council
Salem City Hall
93 Washington Street
Salem, MA 01970

Re: Shared Use Bike Path

Ladies and Gentlemen of the Council:

As many of you know, the construction project extending the shared use bike path along Canal Street is set to be bid by MassDOT in early September, 2018. As such, MassDOT requires that the City Council take certain actions relative to the land upon which the path will be constructed. I respectfully request that City Council adopt the following City Council Orders:

- 1) Order dedicating City-owned land at 260 Canal Street for the purpose of installing, operating, maintaining and using the land as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes.
- 2) Order authorizing the Mayor to execute a 99-year Alternative Transportation Corridor Lease Agreement by and between Massachusetts Bay Transportation Authority and the City of Salem of land comprising or adjacent to a portion of a railroad right of way known as the East Route Main Line in the City of Salem, Essex County, Massachusetts.
- 3) Order accepting the gift of two Easements, shown on the attached plan entitled "142 Canal Street Easement Plan of Land located in Salem, Massachusetts," dated August 10, 2018" from Canal Street Realty Development LLC (hereinafter "Grantor") and authorizing the Mayor, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path and for the purpose of constructing drainage systems within the Easement Areas from the multi-use path to the existing municipal drainage system.

- 4) Order accepting the gift of an Easement shown on the attached sketch plan labeled as "Parcel PUE-3 142 Canal Street Nom Trust," from Canal Street Realty Development LLC (hereinafter "Grantor") and authorizing the Mayor, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path and for the purpose of constructing drainage systems within the Easement Areas from the multi-use path to the existing municipal drainage system.

- 5) Order accepting the gift of an Easement, shown as "Access Easement" on the attached plan, sheet 9 of 13, entitled "Layout Plan" from Canal Street Warehouse LLC (hereinafter "Grantor") and authorizing the Mayor, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path and for the purpose of constructing drainage systems within the Easement Area from the multi-use path to the existing municipal drainage system.

Thank you for your consideration of this request.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'ER', with a long horizontal flourish extending to the right.

Elizabeth M. Rennard
City Solicitor



CITY OF SALEM

In City Council, August 16, 2018

Ordered:

The Salem City Council hereby dedicates City-owned land at 260 Canal Street, Assessor's Map 32-0032, and described in a deed to the City of Salem recorded in the Southern Essex District Registry of Deeds in Book 13827, Page 596 for the purpose of installing, operating, maintaining and using the land as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes.

- Fire Station
- Police Station
- Town Hall
- Public Library
- School
- Blindings
- City-Owned Parks
- Pavements
- Boundary
- MA Highways
- Interstate
- US Highway
- Numbered Routes
- Abutting Town Labels
- Abutting Towns - No Label
- Billboard
- 0-5 ft
- 5-10 ft
- 15-20 ft
- 20-30 ft
- 30-40 ft
- 40-50 ft
- 50-60 ft
- 60-70 ft
- 70+ ft
- Streets



The data shown on this site are provided for informational purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



CITY OF SALEM

In City Council, August 16, 2018

Ordered:

The Mayor is hereby authorized, on behalf of the City of Salem, to execute a 99-year Alternative Transportation Corridor Lease Agreement, a copy of which is attached hereto, by and between Massachusetts Bay Transportation Authority and the City of Salem of land comprising or adjacent to a portion of a railroad right of way known as the East Route Main Line in the City of Salem, Essex County, Massachusetts. Upon the leased premises, the City shall install, operate, maintain and use a corridor of land as the Canal Street Rail Trail Phase 2. The "rail trail" is defined in Massachusetts General Laws Chapter 82, Section 35A as "property converted from the former use as a railroad right-of-way to a use as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes." The City shall incur no cost for the lease of the land.

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

CITY OF SALEM

August __, 2018

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

CITY OF SALEM

This Alternative Transportation Corridor Lease Agreement (this "Lease") is entered into as of the ____ day of August, 2018, by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 ("MBTA") and the City of Salem, a Massachusetts municipal corporation, having a usual place of business at 93 Washington Street, Salem, Massachusetts 01970 ("Municipality"). The MBTA and the Municipality may be collectively referred to as the "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. Lease of Premises

The MBTA hereby leases the Premises (as defined below) to the Municipality for the Term (as defined in Section 3), subject to the terms, covenants and agreements hereinafter set forth. The Premises consist generally of land comprising or adjacent to a portion of that certain railroad right of way known as the East Route Main Line, beginning at the southerly side of Mile Post 15.4 and ending at the northerly side of Mile Post 16.3, in the City of Salem, Essex County, Massachusetts, and identified as "Shared Use Path" on the plan entitled "Massachusetts Department of Transportation Highway Division, Plan and Profile of Canal Street Rail Trail Phase 2, in the City of Salem, Essex County, 100% Submittal", dated _____, 2018, consisting of seven (7) sheets attached as **Exhibit A** (the "Premises"). Within the Premises the Municipality shall, with the consent of the MBTA, which consent shall not be unreasonably withheld or delayed, designate a contiguous corridor within the Premises (the "Corridor") within which the uses permitted hereunder shall be located.

2. Use of Premises

The Municipality may use the Premises solely for the following purposes:

- (a) The Corridor is to be used for purposes of the installation, operation, maintenance and use of a "rail trail" as defined in Massachusetts General Laws Chapter 82, Section 35A ("property converted from the former use as a railroad right-of-way to a use as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes") and in the definition of "Owner" or "Operator" in Massachusetts General Laws Chapter 21E, Section 2 ("a property converted from former use as a railroad right-of-way to a revitalized use as a publicly owned, improved and maintained corridor for bicycle, pedestrian, and other non-motorized public transportation, recreation and associated purposes"), each as amended from time to time; and
- (b) The remainder of the Premises shall be used solely by the Municipality exclusively to access, construct, and maintain the Corridor, for ancillary uses which provide no revenue or other tangible benefit, and for such other uses as the MBTA may permit by prior written consent.

Notwithstanding the preceding, this Lease is not intended to transfer land or easements for purposes protected by or to create a perpetual right to any use that may be subject to protection by Article XCVII (97), as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts or by legislation enacted to pursuant thereto.

The MBTA reserves the right to reasonably require the Municipality to install improvements (including, but not limited to, signs) designed to prevent or discourage those using the Corridor from entering onto the remainder of the Premises. The Corridor shall be open to the public, and no fee or other consideration shall be charged for use of the Premises.

The Municipality will diligently act to secure funds necessary to fulfill its obligations under the Lease for the design, bidding and construction of the rail trail project contemplated by this Lease (the "Rail Trail Project"). The Municipality acknowledges that a failure to undertake efforts to secure funds may negate the municipal liability exemption for rail trails under Massachusetts General Laws Chapter 21E, Section 2, as amended from time to time.

The Municipality also agrees that it will provide its plans for its proposed use of the Premises to the MBTA for its approval at least sixty (60) days prior to the Municipality's bidding of any construction contract for the Rail Trail Project, said approval which shall not be unreasonably withheld provided that the use is consistent with Section 3(a) and Section 3(b), above. If the plans for the Premises are not consistent with Section 3(a) and Section 3(b) above, the MBTA reserves the right to void this Lease and demand return of the Premises. Said use shall also comply with the current (as of the commencement of construction) Massachusetts Department of Environmental Protection ("MA DEP") Best Management Practices ("BMPs").

No testing shall be made of the soil by the Municipality on the Premises and no soil shall be removed from the Premises by the Municipality until this Lease has been fully executed and entered into by the Municipality (in accordance with **Exhibit B**) and the MBTA. The Municipality shall be responsible for all costs associated with any such testing.

3. Term

The Term of this Lease shall be for a period of ninety-nine (99) years beginning on the date hereof; except that the MBTA may terminate this Lease upon one (1) year's written notice to the Municipality, as provided by Massachusetts General Laws Chapter 82, Section 35A. The Municipality acknowledges that the Premises or a major portion thereof may be necessary for active railroad or other transportation purposes in the future. The MBTA may terminate this Lease for the greater public good and the MBTA will not be required to provide any reimbursement whatsoever for said termination. The MBTA may also terminate this Lease with respect to any part of the non-Corridor portion of the Premises with six (6) months' written notice for any reason so long as the use to be made of that portion will not substantially interfere with the public use of the Corridor for the uses stated above.

4. Condition of the Premises

The Municipality has inspected the Premises, accepts the Premises "as is", and agrees the Premises are suitable for the Municipality's intended use. The MBTA makes no warranty of any kind, express or implied, as to the condition of the Premises or its suitability for any use. The Municipality assumes all risk of entry on the Premises, including, but not limited to, the presence of Hazardous Materials (as defined in Section 5).

5. Terms and Conditions of Lease

This Lease is subject to the following terms and conditions:

5.1 Indemnification and Release of the MBTA

- (a) Notwithstanding any provision of this Lease to the contrary, and whether or not matching grants are available the Massachusetts office of business development, the MBTA covenants and agrees that the protections afforded to the Municipality by Massachusetts General Laws Chapter 23A, Section 3I shall apply as long as the Municipality purchases, prior to commencement of any soil pre-characterization, environmental sampling or construction under this Lease, environmental insurance consistent with Massachusetts General Laws Chapter 23A, Section 3I, with coverage limits of at least \$3,000,000.00 per incident, a deductible of at most \$50,000.00 per incident, and a term of at least five (5) years, naming the MBTA as an additional insured.
- (b) Municipality agrees to indemnify (to the extent permitted by law) defend (at the option of the MBTA) and save the MBTA, Keolis Commuter Services, LLC (“KCS”) and Pan Am Railways, Inc., and any other company operating on the East Route Main Line (collectively, except for the MBTA, the “Railroad Companies”) harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or any part thereof) or caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against the MBTA and/or the Railroad Companies by reason of any of the following occurrences:
 - i. the activities of the Municipality, members of the public or others present on the Premises; or
 - ii. the discovery of pre-existing Hazardous Materials (defined below) or the release of any Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) which is a result of (i) the Municipality’s activities hereunder including the activities of those present from time to time on the Premises, or (ii) the migration from land now or previously owned, leased, occupied or operated by the Municipality or for which the Municipality is a potentially responsible party as defined under Chapter 21E (defined below); or
 - iii. any failure of the Municipality to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

Notwithstanding anything in the previous paragraph, the Municipality does not agree to indemnify the MBTA or the Railroad Companies for claims arising from natural or man-made disasters, injuries that occurred prior to the execution of this Lease, war, civil unrest or claims arising from the exercise of rights expressly reserved by the MBTA under this Lease.

“Hazardous Materials” is defined to be “oil,” “hazardous materials,” or “hazardous wastes” as those terms are defined in Massachusetts General Laws Chapter 21E, as from

time to time amended (“Chapter 21E”), and the regulations promulgated pursuant thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “MCP”), and as further defined in all other applicable state and federal laws regarding Hazardous Materials.

For the purposes of this Lease, the term “applicable laws” with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

- (c) The Municipality hereby releases the MBTA and the Railroad Companies from any responsibility for the Municipality’s losses or damages related to the condition of the Premises. The Municipality covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) (“Claims”) against the MBTA and/or the Railroad Companies including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the MA DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person’s illness or death relating to, or arising from, the Municipality’s use of the Premises (or the use of the Premises by those permitted onto the Premises by the Municipality) pursuant to this Lease.
- (d) The Municipality shall be timely notified, in writing, by the MBTA and/or the Railroad Companies of the assertion of any claim against them that the Municipality has agreed to indemnify as stated above (the “Indemnified Claim”).
 - i. If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the Municipality shall cooperate therewith and reimburse the MBTA for all reasonable costs and expenses (including, without limitation, reasonable attorney’s fees and expenses) incurred by the MBTA in connection with the MBTA’s defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP. This same right of self-defense and the right to reimbursement by the Municipality shall apply to each of the Railroad Companies that has an Indemnified Claim against it.
 - ii. If the MBTA decides to have the Municipality defend the claim or handle the response action, the MBTA shall notify the Municipality of that decision in writing, and the Municipality shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the Municipality and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition

of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the Municipality on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA's express written approval. The MBTA may at any time assume defense of any claim by notice to the Municipality and shall cooperate with the Municipality in the defense of any Indemnified Claim. If any of the Railroad Companies desire the Municipality defend them against an Indemnified Claim, then said Railroad Companies must agree to this Section 5.1 (d)(ii).

If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the MBTA which abuts the Premises) is performed by the Municipality, the response action shall be performed in accordance with Section 5.2.

- (e) The MBTA reserves the right to lease, assign, pledge, and otherwise alienate all or part of the Premises to third parties and to retain all consideration therefor. For purposes of this Section 5.1, the term "MBTA" shall include the MBTA and its directors, officers, employees, agents, and any entity that may succeed the MBTA.
- (f) The provisions of this Section 5.1 shall survive the termination or expiration of this Lease.

5.2 Remediation Obligation of the Municipality

During the design, construction and operation of the Rail Trail Project and/or Corridor, the Municipality shall follow the provisions of MA DEP's then-current *BMPs for Controlling Exposure to Soil during the Development or Rail Trails*.

Whenever the Municipality is responsible for the remediation of Hazardous Materials on or below the Premises by law or pursuant to this Lease, the Municipality, upon written demand of the MBTA, shall conduct at its sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including, but not limited to, hiring of a Massachusetts Licensed Site Professional ("LSP").

Any such response action, if performed by the Municipality, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or adjacent or contiguous property, for its present use and/or any future use that the MBTA deems appropriate. The Municipality shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results. Such costs shall be presumed to be reasonable if the MBTA: (1) provides the Municipality with a notice that it intends to hire a consultant, a scope of work and a budget and (2) solicits three (3) price proposals from three (3) eligible consultants.

For purposes of this Section 5.2, the term "MBTA" shall include the MBTA, and its directors, officers, employees, agents and any entity that may succeed the MBTA.

5.3 Insurance

Prior to entry hereunder, and during the Term hereof, the Municipality and its consultants and contractors

shall provide the MBTA and the Railroad Companies insurance for the activities permitted hereunder, with companies that are reasonably acceptable to the MBTA, as stated below, and which provide minimum liability coverage as follows:

(a) Commercial General Liability Insurance

Insuring the MBTA, the Railroad Companies, the Premises and all activities allowed hereunder, with a minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Ten Million Dollars (\$10,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims-made basis) and name the Municipality, the MBTA and the Railroad Companies as additional insureds as their interests may appear. The certificate of comprehensive general liability insurance shall include a policy endorsement evidencing that there is no exclusion for working within 50 feet of the tracks on the railroad right-of-way.

(b) Workers' Compensation Insurance

For all municipal contractors, insuring all persons employed by the Municipality in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA, the Railroad Companies or the Premises with limits of liability of not less than those required by Massachusetts General Laws Chapter 152, as amended. The policy shall contain a clause waiving the company's right to subrogation against the MBTA and the Railroad Companies. For all municipal employees by providing evidence of an active workers' compensation program for municipal employees/workers funded by the Municipality, a copy of which is attached as **Exhibit C**.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles or the Municipality.

(d) Railroad Protective Liability Insurance

While performing any work within fifty feet (50') of the railroad right-of-way, insuring the MBTA and the Railroad Companies as named insureds with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in aggregate combined bodily injury property damage. The Railroad Companies shall be provided with an original policy of Railroad Protective Liability Insurance and the MBTA shall be provided with certificates of insurance.

The required insurance coverages herein specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better; shall be taken out by the Municipality before the Lease is commenced and be kept in full force and effect throughout the term of the Lease; shall be primary to and non-contributory to any coverages maintained by the MBTA and the Railroad Companies; and shall require the MBTA and Railroad Companies be given at least thirty (30) days' advance notice in the event of any cancellation or materially adverse change in coverage. Prior to the inception date of the Lease and throughout the term, the MBTA and the Railroad Companies shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. The required insurance coverages herein specified may be increased from time to time upon notice by the MBTA and the Railroad Companies to such coverages as the MBTA and Railroad Companies may then customarily require for similar circumstances. Each of the Municipality's contractors and agents whose employees enter onto the Premises shall have similar policies covering their employees. The Municipality shall be responsible for seeing that its contractors and consultants are properly covered by insurance.

In the event of the cancellation of any policy during the term of this Lease, or the failure to keep in effect the insurance required by this section, the MBTA may, without further notice and at its option, procure or renew such insurance on account of the Municipality. The Municipality agrees to repay such expenses incurred by the MBTA and/or the Railroad Companies, with interest thereon at the rate of eighteen (18%) percent annually as an additional fee.

The Municipality (but not the Municipality's contractors or consultants) may self-insure for its obligations under this Section 5.3, subject to the Municipality providing to the MBTA a letter in a form acceptable to the MBTA, on corporate letterhead and signed by a duly authorized representative of the Municipality, which addresses (1) comparable insurance coverage for each type of insurance required in this Section 5.3 which the Municipality will provide through a program of self-insurance, and (2) excess insurance policies (i.e. Excess Liability and excess Workers' Compensation insurance policies) ("Municipality Self-Insurance Statement"). In addition, the Municipality shall acknowledge and affirm in the Municipality Self-Insurance Statement both its obligations to defend, hold harmless, and indemnify the MBTA and the Railroad Companies, and to provide insurance protection in accordance with and to the extent required by the terms and conditions of this Lease. Further, where insurance policies are in place providing coverage in excess of the underlying insurance or self-insurance programs addressed pursuant to this paragraph, the Municipality shall provide a certificate or certificates of liability insurance to the MBTA, which shall be attached to the Municipality Self-Insurance Statement and be made a part thereof.

Notwithstanding any other provision of this Section 5.3, the Municipality reserves the right to propose to meet the requirement by adding such insurance coverage to existing policies subject to the terms and conditions of those existing policies or to obtain new policies containing terms and conditions generally included in policies provided to municipalities in Massachusetts.

5.4. Compliance with Laws

The Municipality shall comply with, and shall cause all work performed to comply with, all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. The Municipality shall also be responsible for obtaining any and all applicable Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

5.5. Special Conditions

This Lease is subject to the terms and conditions set forth on **Exhibit D**. In the event of conflict between the terms and conditions set forth on **Exhibit D** and other provisions of this Lease, whichever provisions are more restrictive of the Municipality or impose a higher standard on the Municipality shall control.

6. Maintenance

During the Term hereof, the Municipality shall keep, repair, manage, operate, and maintain the entire Premises in good and clean order, operation, condition and repair. Except for any claim of damage arising from the exercise by the MBTA of the rights reserved to it, the MBTA shall have no responsibility whatsoever for the maintenance, repair or the condition of the Premises.

7. Utilities

Except as reasonably necessary for the operation of the Rail Trail Project, no utilities shall be installed on the Premises by the Municipality without the approval of the MBTA, which approval may be withheld or conditioned in the MBTA's sole discretion.

8. Reservation of Rights

8.1 Non-Exclusivity

- (a) The MBTA makes no representations or warranty, express or implied, that the Municipality shall have sole or exclusive use of the Premises. In the event other licenses, leases or easements have been or are granted or exist by reservations in deeds, the Municipality shall be responsible for coordinating its work and activities with that of other licensees, grantees and other parties with interests in the Premises. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the Municipality, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on the Rail Trail Project. The MBTA will make a list available to the Municipality of any and all leases or licenses known to the MBTA along the Corridor. The MBTA makes no representations or warranties as to the completeness or accuracy of such list.
- (b) The Municipality's rights herein are granted subject to existing, easements, and rights of record to the extent that such easements rights and takings are still in effect and applicable. The MBTA explicitly reserves the right to all uses of the Premises not herein granted to the Municipality, except that the MBTA shall not (and shall not grant to others the right to) do anything on the Premises that shall materially impede the rail trail use of the Premises except temporarily (e.g., while a pipeline is being installed or repaired). The Municipality's rights herein are granted subject to existing leases and licenses to the extent that such leases and licenses are still in effect and applicable. The MBTA hereby agrees to provide the Municipality with copies of the documents that establish the location and term of existing licenses and leases known to the MBTA. The MBTA makes no representations or warranties as to the completeness or accuracy of such documents. In the event that an existing lease or license would prevent the creation of a continuous Corridor, the Municipality, after consultation with the MBTA regarding whether a continuous Corridor can be created within a reasonable time, shall have the option (upon sixty (60) days' written notice to the MBTA), but not the obligation, to terminate this Lease as to all or any portion of the Premises affected by the fact that the construction of a continuous Corridor cannot reasonably be achieved.
- (c) The Municipality expressly agrees that any revenues obtained from the leasing, licensing, or the granting of rights for any use of the Premises to any utility or other entity shall belong solely to the MBTA. The Municipality shall not be entitled to impose any fees, charges, requirements for betterments, linkage payments or other benefits to the Municipality on any lessee, licensee or grantee of the MBTA or any other party either for installations on the Premises or on public way crossings along the Premises (except those fees normally charged by the Municipality for engineering and environmental review, if any). If despite this section the Municipality does receive some such benefit, then the MBTA shall be paid the fair market value of that benefit by the Municipality.
- (d) The Municipality expressly agrees that if there is any encroachment onto the Premises by a third party, the MBTA will have the sole right to cure said encroachment and to obtain revenue from such cure or to permit such encroachment, provided that such cure does not substantially interfere with the Municipality's use of the Corridor. Notwithstanding the preceding, to the extent that the encroachment is on the Corridor, then the Municipality shall have the right to expel such encroacher.

8.2 Utility and Communication Lines and Emergency Access

The MBTA expressly reserves all of its rights in the Premises for itself, its successors and assigns, to install, maintain, repair, replace and remove aerial, surface and subsurface utility and communication lines, wires, antennas and conduits in, on, under or above the Premises as well as the right to lease, license and/or grant easements for such utility and communication rights to

third parties; except that the Municipality shall have the rights specifically granted herein. The MBTA shall take all necessary safety measures including, but not by way of limitation, notification to the Municipality of its intention to perform (or have performed) such installation and/or maintenance, the erection of barricades, as shall be reasonably required to protect persons performing such work and construction, as well as members of the public, from injury or damage caused by, or resulting from, any entry, work or construction performed by the MBTA or its contractors, licensees, lessees, grantees (and their contractors) pursuant to this Section 8.2. The MBTA shall, at its cost and expense, return the Premises to a condition in which the Premises can be used for the purposes for which they were used before the work pursuant to this Section 8.2, if its contractors, licensees, lessees, or grantees, as the case may be, fail to do so.

Prior to entry pursuant to this Section 8.2, the MBTA shall require that any contractor, licensee, lessee or grantees provide the Municipality insurance of the activities permitted by the MBTA, to the same extent and on the same terms that the MBTA is insured. The Municipality shall be named as an additional insured on any general liability policy and umbrella liability policy. All policies shall waive the right of subrogation for any claim that may be made against the Municipality.

9. Security and Operations

The MBTA shall have no obligation to provide security services or lighting at the Premises. The Municipality shall be responsible for providing public safety and emergency services for the Premises. The Municipality may install lighting and adopt time of use and other restrictions applicable to the public.

10. Default

If the Municipality defaults under any of its covenants and obligations contained in this Lease including, without limitation, the failure to indemnify the MBTA and its related parties as provided in Section 5.1, and such default is not cured by the Municipality within thirty (30) days after notice, the MBTA may elect, in order to preserve the public's usage and access to the Premises and to ensure the public's safety, security and enjoyment, to pursue any or all of the following remedies: (i) without obligation, cure said default, which cure may include, without limitation, entry upon the Premises for purposes of maintenance thereof, and invoice the Municipality for the cost of such cure, which invoice the Municipality shall promptly pay; (ii) if the Municipality shall continue to remain in default and/or fail to pay the MBTA after such notice, the MBTA may remove the custody and management of the Premises from the Municipality and transfer said management and control of the Premises by a new lease agreement to another qualified party for the remainder of the Term, and the Municipality shall promptly reimburse the MBTA for all necessary and reasonable costs of management so incurred by the MBTA; and/or (iii) seek specific performance or other equitable relief from a court of competent jurisdiction and exercise any available remedy at law or in equity. If federal aid was utilized by the Municipality for the design and/or construction of the Rail Trail Project, then in the event the MBTA shall seek removal of the Municipality from the management and control of the Premises, no party other than the Municipality shall be deemed qualified to assume such management and control, without the prior written approval of the Massachusetts Department of Transportation and the Federal Highway Administration. In any event the Premises shall be used for the purposes set forth in Section 2 and provide for the access and enjoyment for the public for the duration of the Term, under the management and control of the MBTA, if necessary, until the execution of a new lease agreement or some other preliminary agreement by the MBTA with another duly selected qualified party. No delay or failure by the MBTA in exercising its rights and remedies in any one instance shall constitute a waiver of such rights and remedies in any other instance. The MBTA's remedies hereunder shall be cumulative and not exclusive to any other available remedy.

11. Condition of the Premises at Termination

The Municipality agrees to deliver up the Premises to the MBTA at the expiration of the Term hereof in as good condition as the Premises were in after the Municipality-installed improvements were made, reasonable wear and tear excepted. Notwithstanding the preceding, if the MBTA terminates this Lease for the greater public good pursuant to Section 3, the MBTA may require the Municipality to restore the Premises to the grade existing at the commencement of this Lease.

12. Existing Utilities

The Municipality acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the scope of work. The Municipality shall comply with Massachusetts General Laws Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to 220 C.M.R. 99.00 et seq. To the extent the MBTA, the Railroad Companies, or parties acting in behalf of any of them, locate and mark utilities in the right-of-way and appurtenant thereto, the Municipality shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of the MBTA and/or the Railroad Companies. Any damage to such utilities caused by the Municipality shall be the sole responsibility of the Municipality. If the Municipality does not immediately repair any utilities it has damaged, the MBTA, the Railroad Companies, and/or parties acting on behalf of any of them, without being under any obligation to do so and without waiving the Municipality's obligation hereunder, may repair any utilities damaged by the Municipality immediately and without notice in case of emergency. In the event the MBTA and/or the Railroad Companies exercises such right, the Municipality shall pay to the MBTA and/or the Railroad Companies, as applicable, immediately upon demand all of the MBTA's and/or the Railroad Companies' cost of performing such repairs plus a fee equal to twenty-five percent (25%) of the MBTA's and/or the Railroad Companies' cost of performing such repairs to reimburse the MBTA and/or the Railroad Companies for its administrative costs.

13. Notice of Project Completion and Record Drawings

Upon completion of its work, the Municipality shall provide written notice ("Notice of Project Completion") to the MBTA Railroad Operations Department and the MBTA Capital Delivery Department of the date of project completion. Each Notice of Project Completion shall be accompanied by a reproducible "As-Built" copy of each approved construction drawing marked to indicate all changes and deviations from the original approved plans and recording the final conditions of the Premises ("Record Drawings"). All Record Drawings shall be received and accepted by the MBTA prior to final inspection. The Notice of Project Completion and the Record Drawings shall be delivered to:

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143
Attn: Chief, Engineering and Maintenance

and

MBTA Capital Delivery Department
10 Park Plaza, Suite 5170
Boston, MA 02116
Attn: Assistant General Manager

In addition, the Municipality shall delivery a copy of the Notice of Project Completion (not accompanied by the Record Drawings) to KCS at the following address:

Keolis Commuter Services, LLC
32 Cobble Hill Road
Somerville, MA 02143
Attn: Director of Engineering

14. Results

No investigations on the Premises or on MBTA-owned land shall be conducted without the prior written approval of the MBTA, which approval may be withheld or conditioned in its sole discretion. If the Municipality conducts certain investigations on MBTA-owned land, then upon the MBTA's written request the Municipality agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this Lease in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by the Municipality, its agent, consultant or contractor, or prepared on behalf of the Municipality. All results and reports shall be provided to the MBTA within ten (10) days of receipt by the Municipality of the MBTA's written request. The Municipality agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. The Municipality shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

15. Construction and Access Plan

The Municipality shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the "Plan") to the MBTA. The Municipality shall not enter the Premises until the Plan has been approved by the MBTA, which approval shall not be unreasonably withheld. The scope of work for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this Lease. The Municipality shall also provide the MBTA with a detailed schedule of times when the Municipality, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the scope of work (the "Access Plan"). The MBTA shall have full power to make a final determination of when the Municipality may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

16. Contracts for Improvements

All contracts for the construction or installation of the improvements at the Premises shall require:

- (a) all contractors and subcontractors to provide labor that can work in harmony with other elements of labor employed or to be employed at or near the Premises;
- (b) insurance coverage and suretyship reasonably satisfactory to the MBTA;
- (c) all contractors or subcontractors to comply with all applicable provisions of this Lease; and
- (d) performance bonds and payment bonds in form and substance satisfactory to the MBTA, each of which shall name the MBTA, as an additional obligee and which shall be in the penal sum equal to the amount of the Municipality's construction contracts.

17. **Notices**

All notices required or permitted to be given hereunder shall be in writing and addressed as follows:

In the case of the MBTA to:

Massachusetts Bay Transportation Authority
Real Estate Department
Ten Park Plaza, Room 5720
Boston, Massachusetts 02116
Attn: Chief of Real Estate

and:

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: Chief, Engineering and Maintenance

and

Massachusetts Bay Transportation Authority
Ten Park Plaza, Room 3510
Boston, MA 02116
Attn: General Counsel

with a copy to:

Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, Massachusetts 02116
Attn: ATC Administration

And in the case of the Municipality to:

Mayor
City of Salem
93 Washington Street
Salem, MA 01970

With a copy to:

City Solicitor
City of Salem
93 Washington St.
Salem, MA 01970

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (each a "Notice") shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt

requested, addressed, as described above or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the addressee. The signature of an employee, servant or agent of the addressee shall be determinative on the issue of actual receipt.

The Municipality and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Lease any other address or addresses by giving fifteen (15) days' written notice thereof to the other party.

18. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, the Municipality shall undertake affirmative action as required by federal and state laws, rules and regulations pertinent to civil rights and equal opportunity unless otherwise exempted therefrom. The Municipality agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with applicable federal law and applicable state laws, rules and regulations.

The Municipality shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurements of materials and services under this Lease.

The Municipality shall not discriminate against any person, employee or applicant for employment because of race, color, religion, creed, national origin, age, sex, sexual orientation, disability/handicap or veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors or subcontractors.

19. Work in Harmony

The Municipality agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA.

20. Assignment

The Municipality shall not, without the prior written consent of the MBTA, transfer or assign this Lease or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

21. Entire Agreement

This Lease contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the Parties hereto, each for itself, its successors and assigns, have caused these presents to be executed, as a sealed instrument, by its officers, thereunto duly authorized.

Approved as to form:

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

Lauren D. Armstrong
Deputy General Counsel
MassDOT and MBTA

By: _____
Luis Manuel Ramirez
General Manager

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Luis Manuel Ramirez, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 General Manager of the Massachusetts Bay Transportation Authority.

Notary Public

Print Name

My Commission Expires: _____

[Additional signatures on following page]

Approved as to form:

CITY OF SALEM

Elizabeth Rennard, Esq.
City Solicitor

By: _____
Kimberley Driscoll
Mayor

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Kimberley Driscoll, 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 s/he signed it voluntarily for its stated purpose as Mayor of the City of Salem.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A

PLAN OF PREMISES

[see attached]

EXHIBIT B

MUNICIPAL VOTE

[see attached]

EXHIBIT C

SPECIAL CONDITIONS

[Note: Special conditions are subject to change if any revisions are made to the 100% design plans submitted to the MBTA by the Municipality.]

Municipality acknowledges and agrees to the following terms and conditions:

1. The Municipality shall not make any improvements or alterations to the Premises that create a potential hazard to existing MBTA infrastructure or operations.
2. If any activity or conditions on the Premises are at any time deemed hazardous by the MBTA (i.e., determined by the MBTA to pose an unacceptable risk to MBTA customers, employees, operations or infrastructure), or if the Municipality is in breach of any material provision of the Lease, the MBTA may elect to immediately suspend this Lease. The MBTA shall terminate such suspension in the event that the Municipality cures its breach of the Lease and eliminates the hazardous activity or condition to the satisfaction of the MBTA.
3. Any proposed drainage structures for the Rail Trail Project must be independent of existing MBTA drainage infrastructure.
4. The Municipality's construction activities must be carried out in a manner that does not adversely affect MBTA utilities.
5. Any proposed vegetation to be planted on the Premises must be located a sufficient distance from the active railroad right-of-way to avoid potential line-of-sight issues. In addition, the lowest branch of any tree in the direct path of travel on the Corridor must be set a minimum clearance of eighty inches (80") above the ground and the Municipality shall use reasonable efforts to provide a minimum clearance of ninety-six inches (96") above the ground.
6. No structures may be constructed within, on or under the Premises without the prior written consent of the MBTA.
7. In the event that any construction or operation of the Premises by the Municipality affects the MBTA Engineering and Maintenance Department, the Municipality shall reimburse the MBTA for all associated costs and expenses. To secure the Municipality's performance of its reimbursement obligations, the Municipality shall fund a force account pursuant to a force account agreement in the MBTA's standard form.
8. The Municipality shall install and maintain a cane detection barrier for gates at the pedestrian track crossing on the Corridor. In addition, the Municipality shall ensure that the maximum size of the gap for rail wheel flanges at the pedestrian track crossing does not exceed two and one-half inches (2½"). The Municipality shall also ensure that detectable warnings are located consistent with United States Department of Transportation regulations (e.g., such detectable warnings shall not be located in the designated horizontal rail vehicle plate clearance).
9. Prior to the commencement of any construction on the Premises, the Municipality shall submit to the MBTA for review and approval by the MBTA Capital Delivery Department and MBTA Railroad Operations Department plans and calculations including, without limitation (i) construction sequencing, (ii) cross-sections showing a separation measuring a

minimum of eight feet six inches (8'6") between the Rail Trail Project fence to the nearest centerline of railroad tracks, (iii) a plan notation that fencing around the freight rail spur is not being provided because the rail spur is no longer in service, (iv) a plan for the protection of passengers and trains, (v) a plan for the protection of the railroad tracks, (vi) engineering calculations that demonstrate the modification to the existing culvert will not compromise its structural capacity, and (vii) a work plan for the modifications necessary to connect the Municipality's proposed drainage pipe to the existing culvert at the final point of discharge (South River Conduit).

10. The Municipality agrees that its activities on the Premises shall not cause any interruption to train movements or otherwise interfere with the use of the East Route Main Line for commuter and freight service.
11. The Municipality shall coordinate any and all work on and/or abutting the Premises with the MBTA Capital Delivery Department and the MBTA Railroad Operations Department. The Municipality acknowledges that the MBTA may elect to have one or more MBTA construction inspectors oversee the Municipality's construction work on the Premises. The Municipality shall reimburse the MBTA for the cost of such construction inspectors. The Municipality shall also be responsible for reimbursing the MBTA for the cost of any replacement transportation associated with disruption of MBTA services due to the Rail Trail Project. To secure the Municipality's performance of its reimbursement obligations, the Municipality shall fund a force account pursuant to a force account agreement in the MBTA's standard form.
12. The Municipality acknowledges and agrees that no work shall be permitted on and/or abutting MBTA property except in accordance with plans approved by the MBTA Capital Delivery Department and the MBTA Railroad Operations Department. Prior to the commencement of work, the Municipality shall incorporate all MBTA comments on plans into revised plans or shall otherwise resolve such comments in writing to the satisfaction of the MBTA. The Municipality shall make no changes to plans approved by the MBTA without the approval of the MBTA.
13. The Municipality shall notify the MBTA Railroad Operations Department at least five (5) days in prior to the commencement of work and at least two (2) days prior to any leakage tests of the drainage system.
14. The Municipality shall make any repairs to MBTA infrastructure necessitated by activities of the Municipality, which repairs shall be performed to the satisfaction of the MBTA, at no cost to the MBTA.
15. The Municipality shall coordinate with the MBTA Railroad Operations Department and the railroad dispatching the East Route Main Line (as of the date of this Lease, KCS) (the "Operating Railroad") to obtain flagging support for any activities on the Premises or with the potential to foul the tracks on the East Route Main Line. The Municipality agrees that it shall not use any equipment that overhangs beyond the fence line.
16. The Municipality shall fully comply with the MBTA's Railroad Operations Directorate, Commuter Rail Design Standards Manual and Railroad Operations Commuter Rail Material Specifications, each as they shall be amended from time to time.
17. The Municipality shall cause all parties claiming by and through the Municipality to attend railroad worker protection training from the Operating Railroad before conducting any

construction activities on the Premises.

18. The Municipality shall coordinate with the Operating Railroad to have private signal, communication and power utilities located prior to any work.
19. Prior to installing any drainage structures or piping on the Premises, the Municipality shall obtain the approval of the MBTA Railroad Operations Department. The Municipality's submission for MBTA review and approval shall detail the proposed leakage testing method(s) of the drainage structures and piping, and shall confirm the following: (i) that all lifting holes and joints of manholes shall be filled with non-shrink grout prior to testing, (ii) that all pipe joints shall be gasket-type joints, (iii) that once a pipe run is complete between manholes, it shall be tested prior to continuing work on the drainage line, (iv) that all leakage test results will be certified by the design engineer, (v) that all leakage test results will be provided to the MBTA Railroad Operations Department with a note indicating whether or not the tests results are satisfactory. The Municipality shall install watertight bolt-down manhole covers for all manholes installed by the Municipality on the Premises. Should evidence of groundwater be encountered during the installation of the Municipality's drainage system, the Municipality shall provide trench dams satisfactory to the MBTA Railroad Operations Department.
20. The Operating Railroad may restrict the activities of the Municipality and its contractors as the Operating Railroad deems necessary to maintain the safety and efficiency of train operations.
21. Prior to commencing any construction work on the Premises, the Municipality or its contractor must apply for and obtain a license for entry from the MBTA, which license for entry shall be on the MBTA's standard form and subject to the MBTA's standard fees. If requested by the Operating Railroad, the Municipality shall also enter into a third-party agreement with the Operating Railroad regarding Operating Railroad services such as flagging, protection of railroad utilities and project management related to the Municipality's construction work. Such third-party agreement shall require the Municipality to pay in advance the anticipated costs of the Operating Railroad providing support to the Municipality's construction work (i.e., payment must be made prior to scheduling flagging or support personnel). Following the satisfactory completion of all work, the Operating Railroad shall provide the Municipality with a final billing statement based on actual costs.
22. In the event that the Municipality needs services from an Operating Railroad, the Municipality must satisfy the insurance requirements of such Operating Railroad, which may include obtaining policies of insurance with higher coverage amounts. As of the date of this lease, KCS requires that KCS be named as an additional insured on a commercial general liability policy subject to limits not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence.



CITY OF SALEM

In City Council, August 16, 2018

Ordered:

The City of Salem hereby accepts the gift of two Easements, shown on the attached plan entitled "142 Canal Street Easement Plan of Land located in Salem, Massachusetts," dated August 10, 2018" (hereinafter the "Plan") from Canal Street Realty Development LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts and owner of a parcel of land known as and numbered 138-142 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 602 (hereinafter the "Grantor")

Be It Further ORDERED that the Mayor is hereby authorized, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem, a copy of which is attached hereto, so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said Plan and for the purpose of constructing drainage systems within the Easement Areas from the multi-use path to the existing municipal drainage system.

EASEMENT AGREEMENT (SOUTH)

This Easement Agreement is entered by and between Canal Street Realty Development LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts (hereinafter the "Grantor") and the City of Salem, a Massachusetts municipal corporation having a principal place of business at 93 Washington Street, Salem, Massachusetts (hereinafter the "Grantee").

WHEREAS, the Grantor is the owner of a parcel of land known as and numbered 138-142 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 602 (the "Grantor's Property"); and

WHEREAS, the Grantee has constructed a multi-use path for public use which abuts the Grantor's Property.

NOW THEREFORE, for consideration of the mutual covenant contained herein, the Grantor hereby grants to Grantee, its invitees, successors, and assigns, the exclusive and perpetual right and easement to use and improve the areas described in Exhibits A and B and shown as "Easement PUE-1" and "Easement PUE-2" (the "Easement Areas") on a plan entitled "142 Canal Street Easement Plan of Land located in Salem, Massachusetts," dated August 10, 2018 and recorded herewith as appurtenant to the Grantee's Property for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said plan and for the purpose of constructing drainage, electrical and telecommunication systems within the Easement Areas from the multi-use path to the existing municipal drainage system. No other use shall be allowed without the express written consent of Grantor and no smoking shall be allowed in the area.

Grantor and Grantee agree as follows:

The Grantor shall improve the Easement Areas in accordance with the landscape plans previously approved by the City of Salem Planning Board in connection with the issuance of a Planned Unit Development Special Permit. The Grantee shall improve the Easement areas with the continuation of the multi-use path and have the right to install removable bollards, benches, and a bike share hub within the Easement Areas as shown on the approved plans. Lighting may be installed for these areas at the appropriate level per City standard and shall have cut off shielding, if required, so as to not have light spill over across into abutting properties.

The Grantor reserves the right of pedestrian and vehicular access through the Easement Areas for the purpose of access to the buildings adjacent to the Easement Areas and further to have sole use the parking spaces within said areas as shown on the attached sketch plan and labeled "Right to Bypass and Access Property" and marked with the letter "P." In addition, the Grantor reserves the right to maintain and/or install utility and drainage lines beneath the surface of the Easement Areas provided that such installation does not interfere with use of the Easement Areas and provided further that Grantor restores the areas to its condition prior to any such installations.

The Grantee shall, at its sole cost and expense, be responsible for the security and safety of its invitees and to perform maintenance of the Easement Areas in order to keep the areas in good condition, including repaving, removal of snow and ice, lawn cutting, trimming and replacement maintenance of trees, shrubs and any other improvements installed in the areas as necessary. Grantee assumes all the risk of entry onto and use of the Easement Areas by the Grantee or any of its invitees and Grantee hereby releases, indemnifies and holds harmless the Grantor from any responsibility for damages related to use of the Easement Areas. Grantee further agrees to indemnify the Grantor, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the Grantor, including, without limitation, personal injury damages relating to, or arising from, the use of the Easement Areas by the Grantee or Grantor or any of its invitees. This provision shall survive the termination of this Easement Agreement.

All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO GRANTEE:
Office of the Mayor
City Hall
93 Washington Street
Salem, MA 01970

WITH A COPY TO:
City Solicitor
City Hall
93 Washington Street
Salem, MA 01970

IF TO GRANTOR:
c/o Symes Associates
50 Dodge Street
Beverly, MA 01915

Grantee and Grantor shall, at any time and from time to time, have the right to specify their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, and successors and assigns.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and may be cancelled, modified or amended only by a written instrument executed by both the Grantor and Grantee.

No consent or waiver, expressed or implied by the Grantor to or for any breach of any covenant, condition or duty of Grantee shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.

In the event Grantee shall fail to comply with any term or condition herein (an "Event of Default"), Grantor may terminate this Easement thirty (30) days after notice from Grantor of such Event of Default provided that Grantee shall have thirty (30) days from receipt of such notice to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such period, then so long as Grantee proceeds with due diligence to continue to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence in the reasonable opinion of Grantor).

EXECUTED this ____ day of August, 2018.

Canal Street Warehouse LLC

By: _____
Landers Symes, its Manager

The City of Salem

By: _____
Kimberly Driscoll, its Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Landers Symes, proved to me through satisfactory evidence of identification, which was his Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he signed it voluntarily for its stated purpose as his free act and deed on behalf of Canal Street Warehouse LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Kimberly Driscoll, Mayor as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me she signed it voluntarily for its stated purpose as her free act and deed on behalf of the City of Salem.

Notary Public
My Commission Expires:

FOR RECORD OF DEED USE ONLY

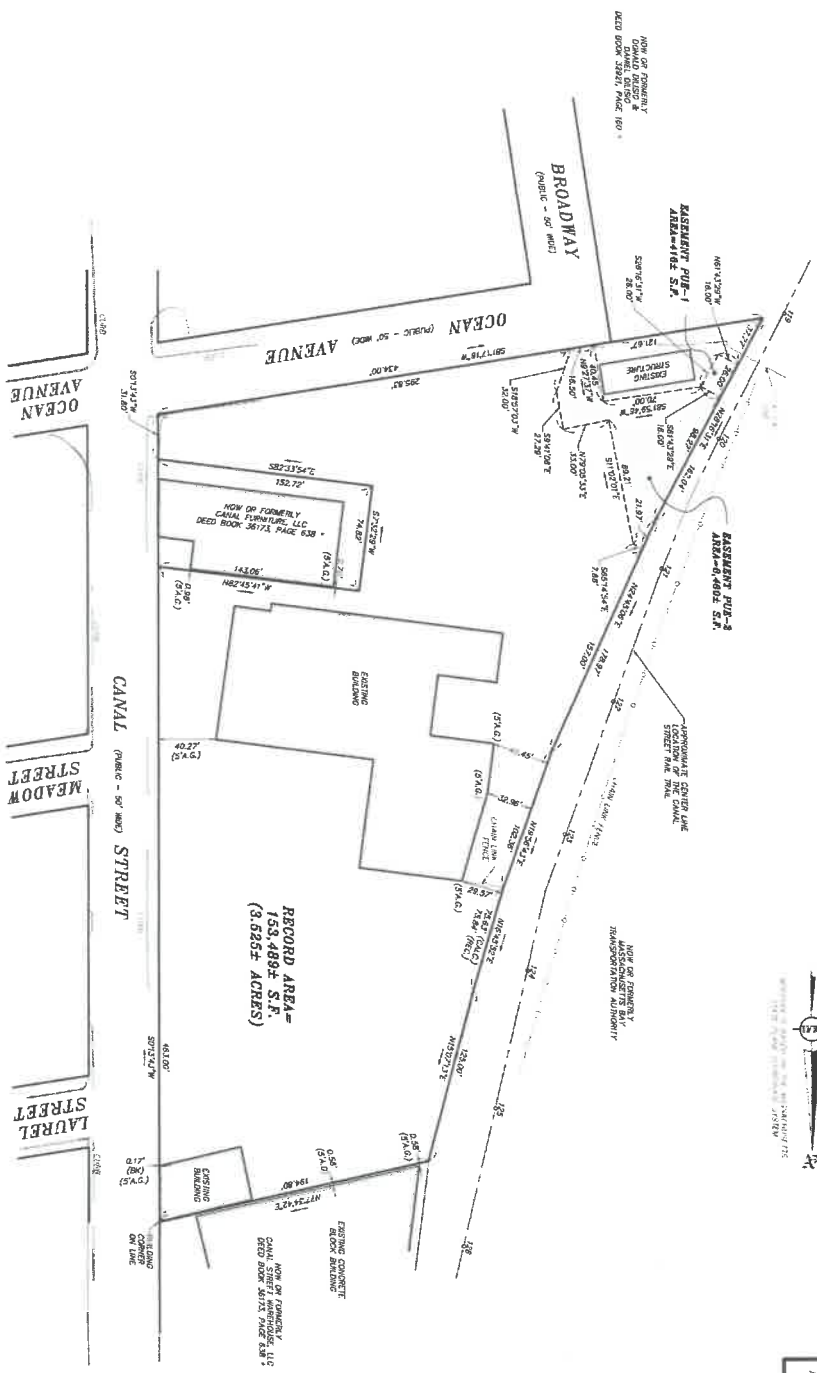
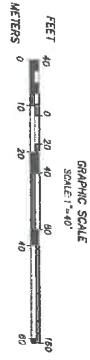
I DECLARE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE FOREGOING EASEMENT PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS

[Signature] DATE: 8/12/18

FOR RECORD ASSOCIATES, INC.

RECORD OWNER:
 CANAL REALTY DEVELOPMENT, LLC
 200 CUMMINGS CENTER, SUITE 9900
 BEVERLY, MASSACHUSETTS 01915
 - DEED BOOK 36173 PAGE 602 *

RECORDS:
 - PLAN BOOK 100 PLAT 30
 - EASEMENT PLAN AND EASEMENTARY
 - RECORD OF SALES
 - DOCUMENTS ON RECORD AT THE
 - ESSEX COUNTY REGISTER OFFICE



- NOTES:**
1. THE SITE DATA & SURFACE IMPROVEMENTS REPORTED HEREON WERE OBTAINED FROM AN INSPECTION OF THE PROPERTY CONDUCTED BY THE ENGINEER ON OR ABOUT AUGUST 8, 2018.
 2. THE SUBJECT PROPERTY IS LOCATED IN ZONE 1.
 3. THE SUBJECT PROPERTY IS DEFINED AS LOT 8 ON CITY OF SALEM ASSESSORS MAP 13.
 4. THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED ON A PUBLIC RECORD SOURCE AND SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF ANY UTILITIES.
 5. THE PLAN DOES NOT SHOW ANY IMPROVEMENTS OR UNDERGROUND UTILITIES WHICH MAY EXIST.
 6. THE RECORD AND OTHER MATERIAL HAS BEEN MADE TO OBTAIN ANY APPLICABLE ZONING REGULATIONS FROM THE CITY OF SALEM.

I, THE ENGINEER, HEREBY CERTIFY THAT THE FOREGOING EASEMENT PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS.

[Signature] DATE: 8/12/18

PROJECT No. 6138

SCALE: 1" = 40'

SHEET No. 1 OF 1

DATE: AUGUST 10, 2018

MERIDIAN ASSOCIATES

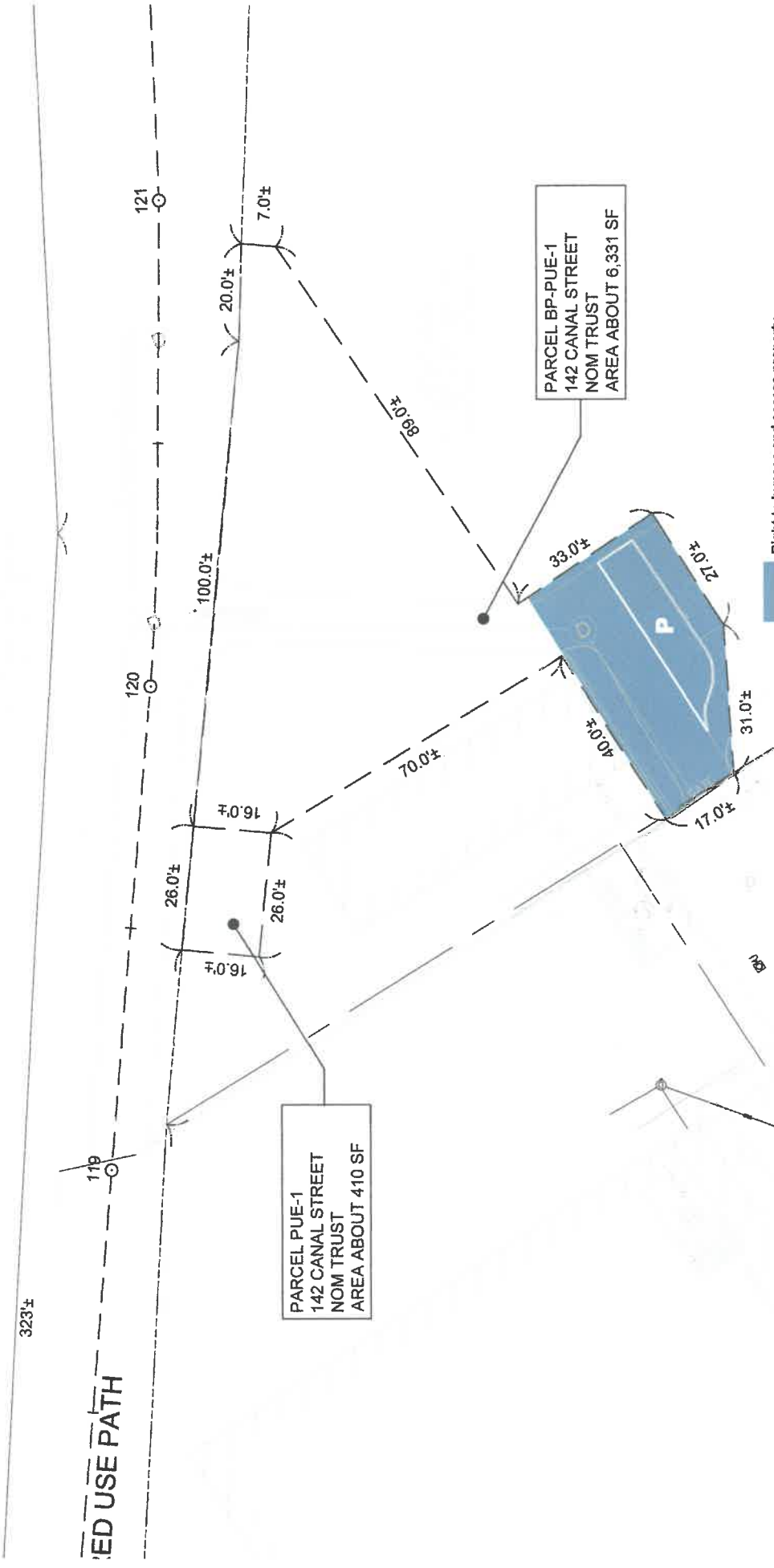
200 CUMMINGS CENTER, SUITE 9900 BEVERLY, MASSACHUSETTS 01915
 777-777-7777
 WWW.MERIDIANASSOC.COM

69 MILK STREET, SUITE 302 WESTBROOK, MASSACHUSETTS 01581
 781-326-1111
 TELEPHONE: (978) 871-7030

DESIGNED BY: CHECKED BY:

142 CANAL STREET EASEMENT PLAN OF LAND
 LOCATED IN SALEM, MASSACHUSETTS (ESSEX COUNTY)
 PREPARED FOR CITY OF SALEM

DATE	DESCRIPTION	BY



PARCEL PUE-1
142 CANAL STREET
NOM TRUST
AREA ABOUT 410 SF

PARCEL BP-PUE-1
142 CANAL STREET
NOM TRUST
AREA ABOUT 6,331 SF

Right to bypass and access property
P Parking space and access for owner/tenant



CITY OF SALEM

In City Council, August 16, 2018

Ordered:

The City of Salem hereby accepts the gift of an Easement, shown on the attached sketch plan labeled as "Parcel PUE-3 142 Canal Street Nom Trust," from Canal Street Realty Development LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts and owner of a parcel of land known as and numbered 138-142 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 602 (hereinafter the "Grantor")

Be It Further ORDERED that the Mayor is hereby authorized, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem, a copy of which is attached hereto, so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said Plan and for the purpose of constructing drainage systems within the Easement Areas from the multi-use path to the existing municipal drainage system.

EASEMENT AGREEMENT (SOUTH-2)

This Easement Agreement is entered by and between Canal Street Realty Development LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts (hereinafter the "Grantor") and the City of Salem, a Massachusetts municipal corporation having a principal place of business at 93 Washington Street, Salem, Massachusetts (hereinafter the "Grantee").

WHEREAS, the Grantor is the owner of a parcel of land known as and numbered 138-142 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 602 (the "Grantor's Property"); and

WHEREAS, the Grantee has constructed a multi-use path for public use which abuts the Grantor's Property.

NOW THEREFORE, for consideration of the mutual covenant contained herein, the Grantor hereby grants to Grantee, its invitees, successors, and assigns, the exclusive and perpetual right and easement to use and improve the area shown on the attached sketch plan labeled "Parcel PUE-3 142 Canal Street Nom Trust," as appurtenant to the Grantee's Property for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said plan and for the purpose of constructing drainage, electrical and telecommunication systems within the Easement Areas from the multi-use path to the existing municipal drainage system. No other use shall be allowed without the express written consent of Grantor and no smoking shall be allowed in the area.

Grantor and Grantee agree as follows:

The Grantor shall improve the Easement Areas in accordance with the landscape plans previously approved by the City of Salem Planning Board in connection with the issuance of a Planned Unit Development Special Permit. The Grantee shall improve the Easement areas with the continuation of the multi-use path and have the right to install removable bollards, benches, and a bike share hub within the Easement Areas as shown on the approved plans. Lighting may be installed for these areas at the appropriate level per City standard and shall have cut off shielding, if required, so as to not have light spill over across into abutting properties.

The Grantor reserves the right of pedestrian and vehicular access through the Easement Areas for the purpose of access to the buildings adjacent to the Easement Area. In addition, the Grantor reserves the right to maintain and/or install utility and drainage lines beneath the surface of the Easement Areas provided that such installation does not interfere with use of the Easement Areas and provided further that Grantor restores the areas to its condition prior to any such installations.

The Grantee shall, at its sole cost and expense, be responsible for the security and safety of its invitees and to perform maintenance of the Easement Areas in order to keep the areas in good

condition, including repaving, removal of snow and ice, lawn cutting, trimming and replacement maintenance of trees, shrubs and any other improvements installed in the areas as necessary. Grantee assumes all the risk of entry onto and use of the Easement Areas by the Grantee or any of its invitees and Grantee hereby releases, indemnifies and holds harmless the Grantor from any responsibility for damages related to use of the Easement Areas. Grantee further agrees to indemnify the Grantor, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the Grantor, including, without limitation, personal injury damages relating to, or arising from, the use of the Easement Areas by the Grantee or Grantor or any of its invitees. This provision shall survive the termination of this Easement Agreement.

All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO GRANTEE:
Office of the Mayor
City Hall
93 Washington Street
Salem, MA 01970

WITH A COPY TO:
City Solicitor
City Hall
93 Washington Street
Salem, MA 01970

IF TO GRANTOR:
c/o Symes Associates
50 Dodge Street
Beverly, MA 01915

Grantee and Grantor shall, at any time and from time to time, have the right to specify their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, and successors and assigns.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and may be cancelled, modified or amended only by a written instrument executed by both the Grantor and Grantee.

No consent or waiver, expressed or implied by the Grantor to or for any breach of any covenant, condition or duty of Grantee shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.

In the event Grantee shall fail to comply with any term or condition herein (an "Event of Default"), Grantor may terminate this Easement thirty (30) days after notice from Grantor of such Event of Default provided that Grantee shall have thirty (30) days from receipt of such notice to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such period, then so long as Grantee proceeds with due diligence to contenance to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence in the reasonable opinion of Grantor).

EXECUTED this ____ day of August, 2018.

Canal Street Warehouse LLC

By: _____
Landers Symes, its Manager

The City of Salem

By: _____
Kimberly Driscoll, its Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Landers Symes, proved to me through satisfactory evidence of identification, which was his Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he signed it voluntarily for its stated purpose as his free act and deed on behalf of Canal Street Warehouse LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

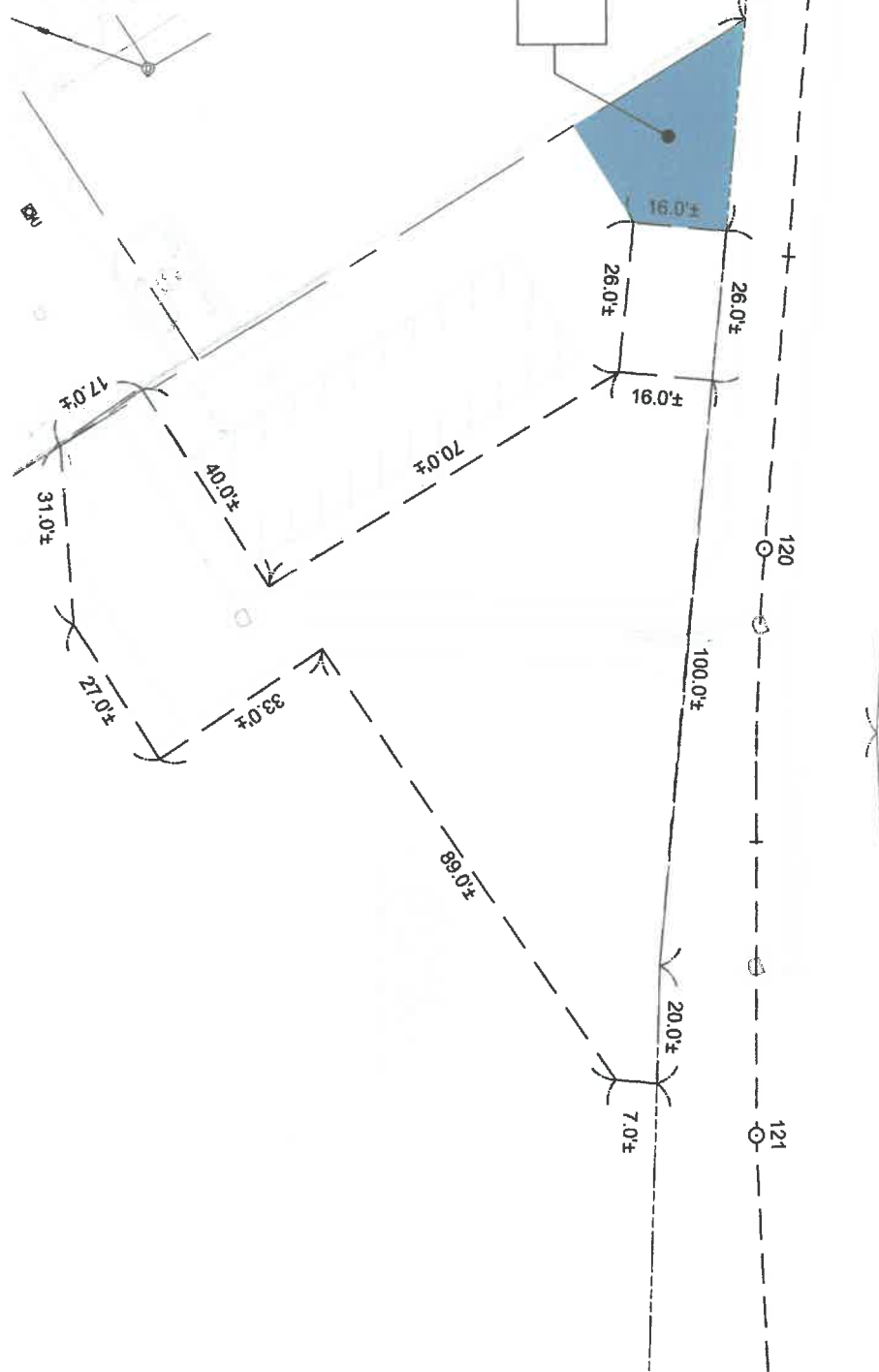
On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Kimberly Driscoll, Mayor as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me she signed it voluntarily for its stated purpose as her free act and deed on behalf of the City of Salem.

Notary Public
My Commission Expires:

323'±

ED USE PATH

PARCEL PUE-3
142 CANAL STREET
NOM TRUST





CITY OF SALEM

In City Council, August 16, 2018

Ordered:

The City of Salem hereby accepts a gift of an Easement, shown as "Access Easement" on the attached plan, sheet 9 of 13, entitled "Layout Plan" (hereinafter the "Easement Area") from Canal Street Warehouse LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts and owner of a parcel of land known as and numbered 132-134 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 673 (hereinafter the "Grantor").

Be It Further ORDERED that the Mayor is hereby authorized, on behalf of the City of Salem, to execute an Easement Agreement by and between the Grantor and the City of Salem, a copy of which is attached hereto, so the City may construct a multi-use path for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said Plan and for the purpose of constructing drainage systems within the Easement Area from the multi-use path to the existing municipal drainage system.

EASEMENT AGREEMENT (NORTH)

This Easement Agreement is entered by and between Canal Street Warehouse LLC, a Massachusetts limited liability company having a principal place of business at 50 Dodge Street, Beverly, Massachusetts (hereinafter the "Grantor") and the City of Salem, a Massachusetts municipal corporation having a principal place of business at 93 Washington Street, Salem, Massachusetts (hereinafter the "Grantee").

WHEREAS, the Grantor is the owner of a parcel of land known as and numbered 132-134 Canal Street, Salem, Massachusetts and more particularly described in a deed recorded with Essex South District Registry of Deeds in Book 36173, Page 673 (the "Grantor's Property"); and

WHEREAS, the Grantee has constructed a multi-use path for public use which abuts the Grantor's Property.

NOW THEREFORE, for consideration of the mutual covenant contained herein, the Grantor hereby grants to Grantee, its invitees, successors, and assigns, the exclusive and perpetual right and easement to use and improve the area shown as "Access Easement" on the attached plan, sheet 9 of 13, entitled "Layout Plan" (hereinafter the "Easement Area") as appurtenant to the Grantee's Property for the purpose of providing pedestrian and bicycle access to and from the multi-use path as shown on said plan. No other use of the Easement Area shall be allowed without the express consent of the Grantor and no smoking shall be allowed within said area.

Grantor and Grantee agree as follows:

The Grantor shall improve the Easement Area in accordance with plans previously approved by the City of Salem Planning Board in connection with the issuance of a Planned Unit Development Special Permit. In addition, Grantor reserves the right to maintain and/or install utility and drainage lines beneath the surface of the Easement Areas provided that such installation does not interfere with use of the Easement Areas and provided further that Grantor restores the areas to its condition prior to any such installations.

The Grantee shall, at its sole cost and expense, be responsible for the security and safety of its invitees and to perform maintenance of the Easement Area in order to keep the area in good condition, including repaving, removal of snow and ice, lawn cutting, trimming and replacement maintenance of trees, shrubs and any other improvements installed in the area as necessary.

Grantee assumes all the risk of entry onto and use of the Easement Area by the Grantee or any of its invitees and Grantee hereby releases, indemnifies and holds harmless the Grantor from any responsibility for damages related to use of the Easement Area. Grantee further agrees to indemnify the Grantor, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the Grantor, including, without limitation, personal injury damages relating to, or arising from, the use of the Easement Area by the Grantee or the Grantor or any of its invitees. This provision shall survive the termination of this Easement Agreement.

All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO GRANTEE:
Office of the Mayor
City Hall
93 Washington Street
Salem, MA 01970

WITH A COPY TO:
City Solicitor
City Hall
93 Washington Street
Salem, MA 01970

IF TO GRANTOR:
c/o Symes Associates
50 Dodge Street
Beverly, MA 01915

Grantee and Grantor shall, at any time and from time to time, have the right to specify their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, and successors and assigns.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and may be cancelled, modified or amended only by a written instrument executed by both the Grantor and Grantee.

No consent or waiver, expressed or implied by the Grantor to or for any breach of any covenant, condition or duty of Grantee shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.

In the event Grantee shall fail to comply with any term or condition herein (an "Event of Default"), Grantor may terminate this Easement thirty (30) days after notice from Grantor of such Event of Default provided that Grantee shall have thirty (30) days from receipt of such notice to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such period, then so long as Grantee proceeds with due diligence to contenance to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence in the reasonable opinion of Grantor).

EXECUTED this ____ day of August, 2018.

Canal Street Warehouse LLC

By: _____
Landers Symes, its Manager

The City of Salem

By: _____
Kimberly Driscoll, its Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Landers Symes, proved to me through satisfactory evidence of identification, which was his Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he signed it voluntarily for its stated purpose as his free act and deed on behalf of Canal Street Warehouse LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of August, 2018, before me, the undersigned notary public, personally appeared Kimberly Driscoll, Mayor as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me she signed it voluntarily for its stated purpose as her free act and deed on behalf of the City of Salem.

Notary Public
My Commission Expires:

PLAN INDEX			
SHEET DESCRIPTION	DRAWING	SHEET	
LOCATION PLAN	C1.1	1	
EXISTING CONDITION PLAN	C2.1	2	
DEVELOPMENT PLAN	C3.1	3	
DEMOLITION PLAN	C4.1	4	
GRADING & DRAINAGE PLAN	C5.1	5	
UTILITY PLAN	C6.1	6	
LANDSCAPE PLAN	C7.1	7	
PROFORMING PLAN	C8.2	8	
SITE DETAILS PLAN	C7.2	10	
SITE DETAILS PLAN	C7.3	11	
SITE DETAILS PLAN	C7.4	12	
SITE DETAILS PLAN	C7.4	13	

MINIMUM LOT AREA		PROVIDED
MINIMUM LOT FRONTAGE	150 FT.	197.137 FT.
MINIMUM LOT DEPTH	150 FT.	251.511 FT.
MINIMUM LOT COVERAGE BY ALL BUILDINGS	40%	77.8%
MINIMUM FRONT SETBACK	50 FT.	14.7 FT.
MINIMUM SIDE SETBACK	50 FT.	22.8 FT.
MINIMUM REAR SETBACK	50 FT.	58.0 FT.
MINIMUM WIDTH OF DRIVEWAYS	45 FT.	4.9 FT.

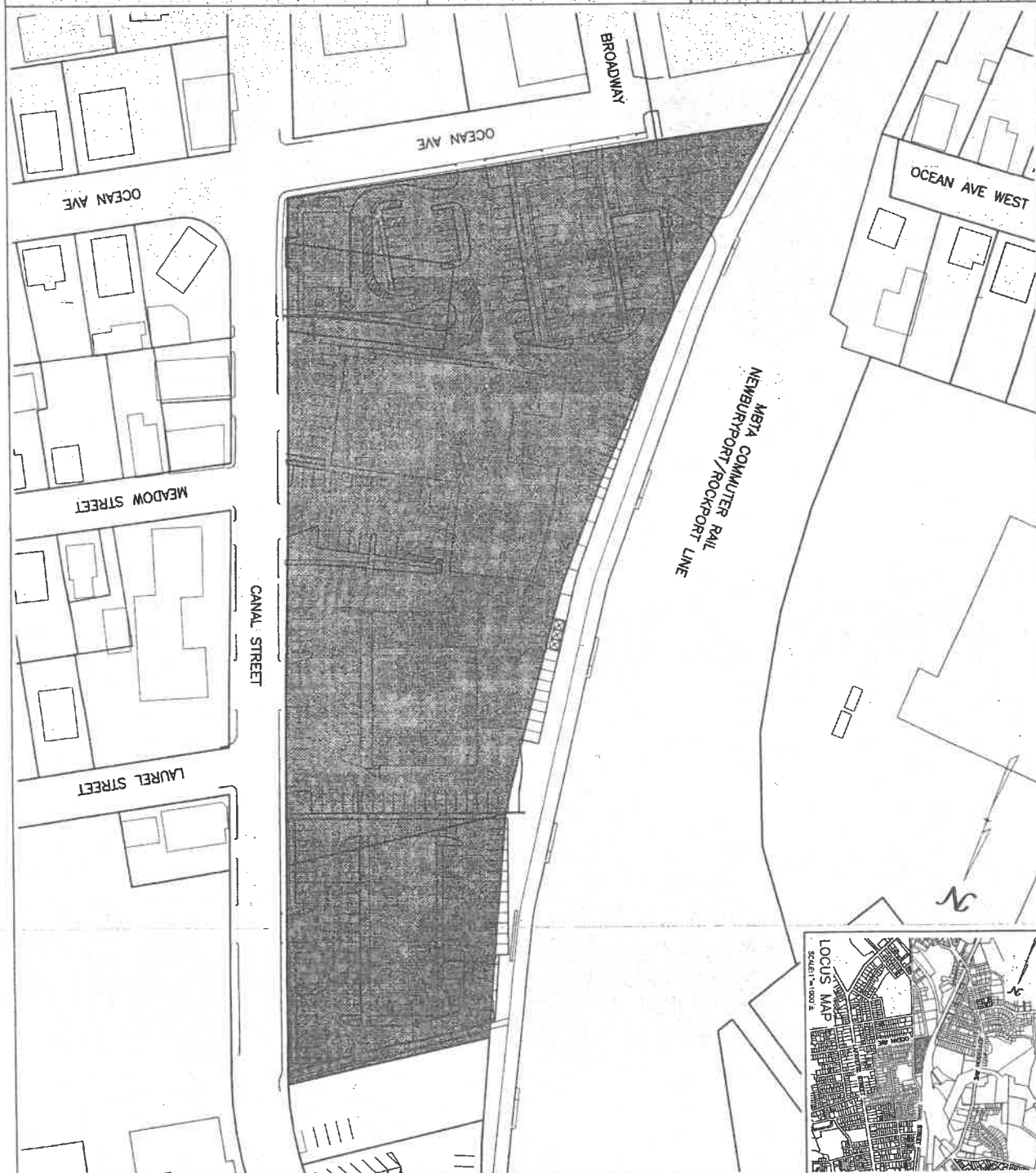
ZONING TABLE NOTES:
 1. MINIMUM LOT COVERAGE OCCUPATION IS COMPUTED FOR ALL LOT CORNERS.

OWNER: CANAL STREET
 CANAL STREET INVESTMENTS, LLC
 50 DODGE STREET
 BEVERLY, MA 01915

DESIGNED BY: M&M
 M&M ARCHITECTURAL, INC.
 144 CANAL STREET
 BEVERLY, MA 01915

DATE: 11/20/17
SCALE: AS SHOWN
PROJECT: 132-144 CANAL STREET, SALEM, MA 01970
ASSESSOR: MAP 35 PARCELS 9, 9 AND 8

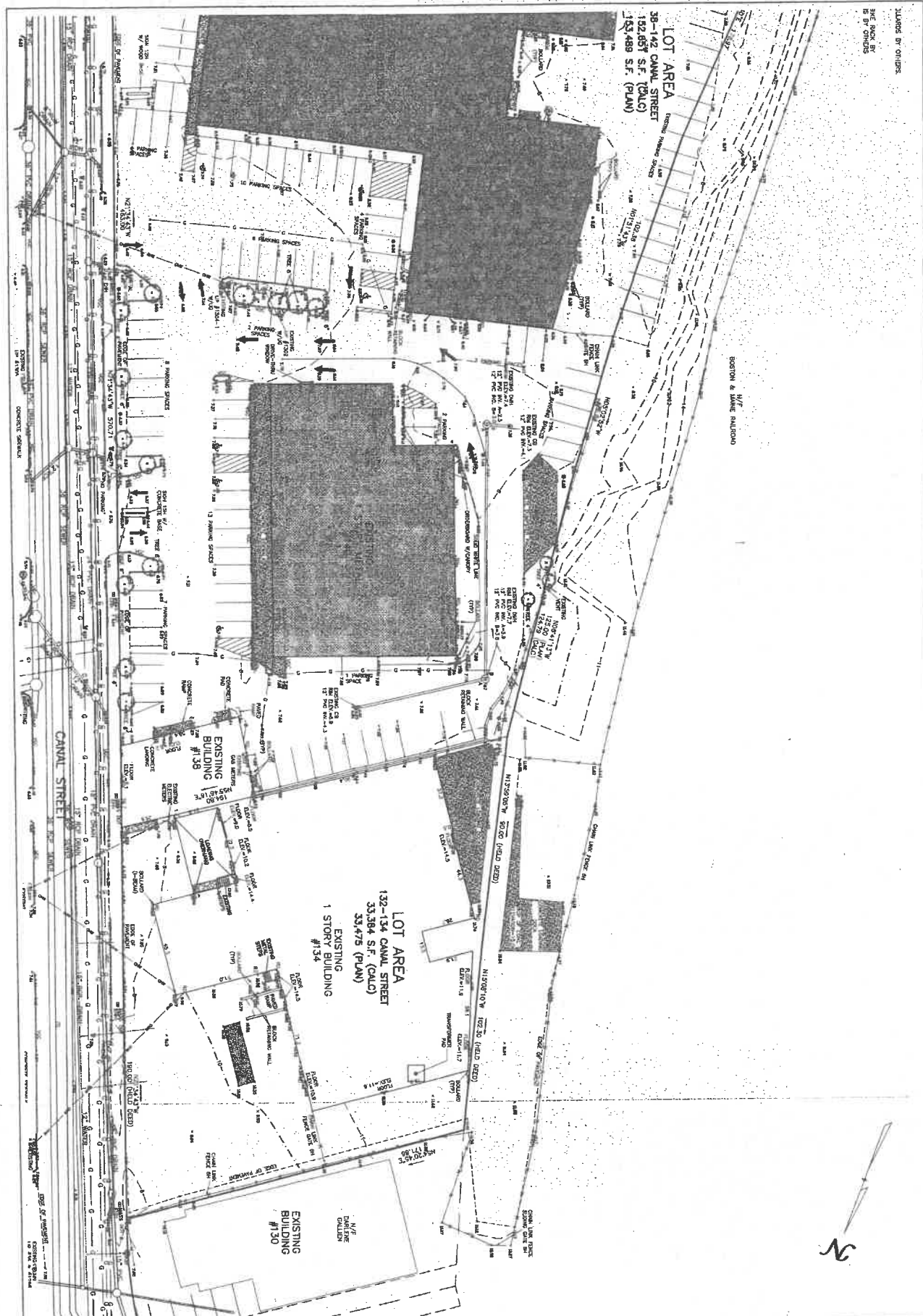
PLAN REFERENCES:
 PLAN BOOK 970 PLAN 28
 PLAN BOOK 103 PLAN 25
 PLAN BOOK 109 PLAN 133
 PLAN BOOK 110 PLAN 134
ALL PLANS FILED AT ESSAY SOUTH DEPARTMENT OF RECORDS.



LOCATION PLAN 132-144 CANAL STREET, SALEM, MA		 SEAL	Designed By: M&M Drawn By: M&M Reviewed By: RLW Project Manager: RLW Job File Number: SALE-0035 Drawing File Folder: SALE35	Owner: See Drawing C1.1
DRAWING: C1.1 SHEET 1 OF 13	0' 20' 40' 80' SCALE 1" = 40' DECEMBER 12, 2017		Peer Review Comments Mpcalmanous	<input checked="" type="checkbox"/> Drawing Issued for Review Only <input checked="" type="checkbox"/> Drawing Issued for Permit <input type="checkbox"/> Drawing Issued for Construction

WILLIAMS SPARAGES
 130 NORTH MAIN STREET
 SUITE 101
 ROCKPORT, MA 01966
 PHONE: 978-338-8000
 FAX: 978-338-8000
 WWW.WILLIAMS-SPARAGES.COM

STUDIES BY OTHERS
SEE BOOK BY
IS BY OTHERS



EXISTING CONDITION PLAN
132-144 CANAL STREET, SALEM, MA

DRAWING: C2.2
SHEET 3 OF 13

0' 10' 20' 40'
SCALE: 1"=20'
DECEMBER 12, 2017

6			
5			
4			
3			
2			
1			

Peer Review Comments
Miscellaneous
5/30/2018
4/30/2019



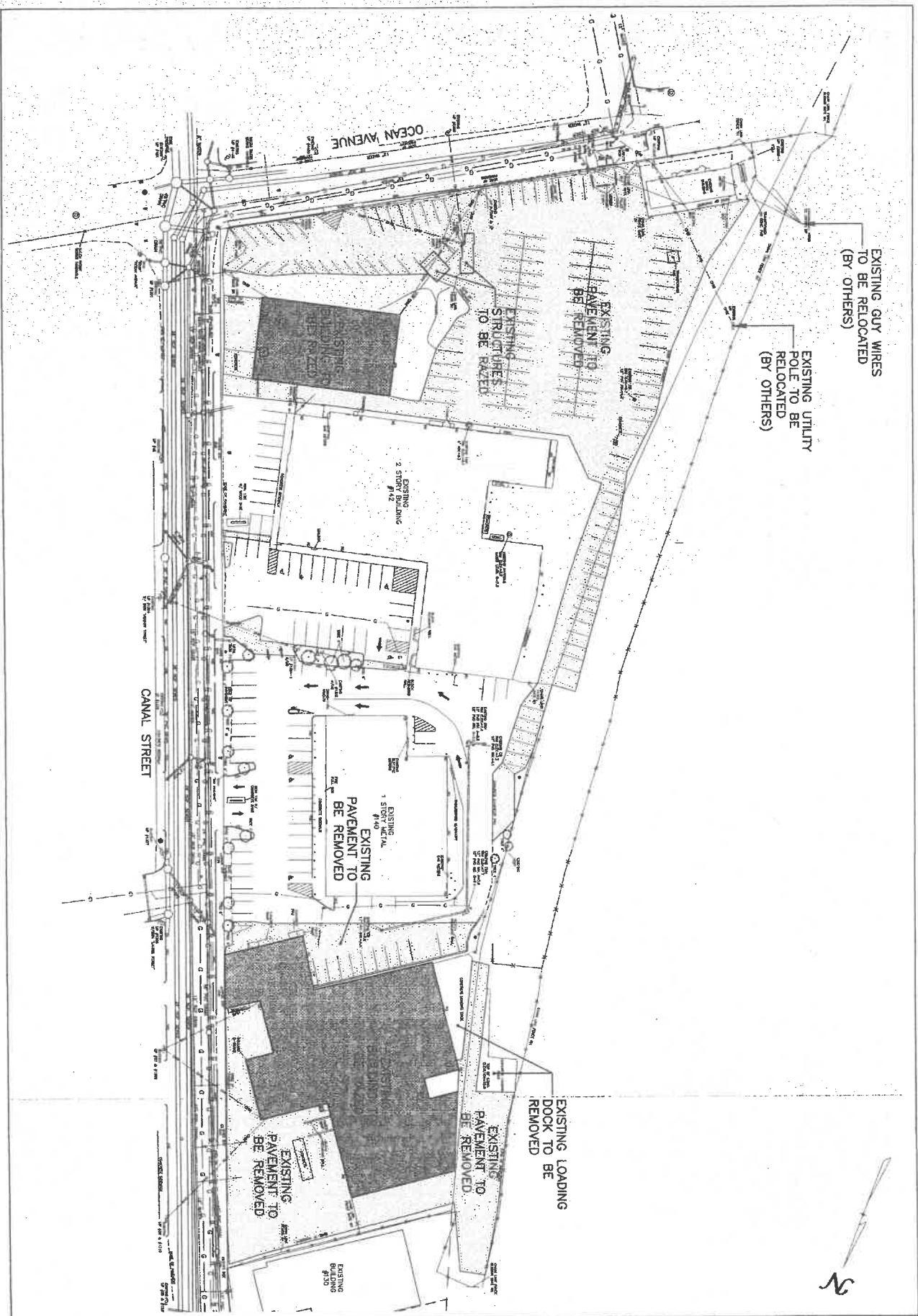
Designed by: MEM
Drawn by: MEM
Reviewed by: RLW
Project Manager: RLW
Job File Number: SALE-0035
Drawing File Folder: SALE35

Drawing issued for Review Only
 Drawing issued for Permit
 Drawing issued for Construction

Owner:
See Drawing C1.1

Applicant:
Canal Street Realty, LLC
50 Dodge Street
Beverly, MA 01915





EXISTING GUY WIRES
TO BE RELOCATED
(BY OTHERS)

EXISTING UTILITY
POLE TO BE
RELOCATED
(BY OTHERS)

EXISTING
PAVEMENT TO
BE REMOVED

EXISTING
STRUCTURES
TO BE RAZED

EXISTING
PAVEMENT TO
BE REMOVED

EXISTING
PAVEMENT TO
BE REMOVED

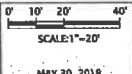
EXISTING LOADING
DOCK TO BE
REMOVED

CANAL STREET

OCEAN AVENUE

DEMOLITION PLAN
132-144 CANAL STREET, SALEM, MA

DRAWING: C3.1
SHEET 4 OF 13



6	
5	
4	
3	
2	
1	



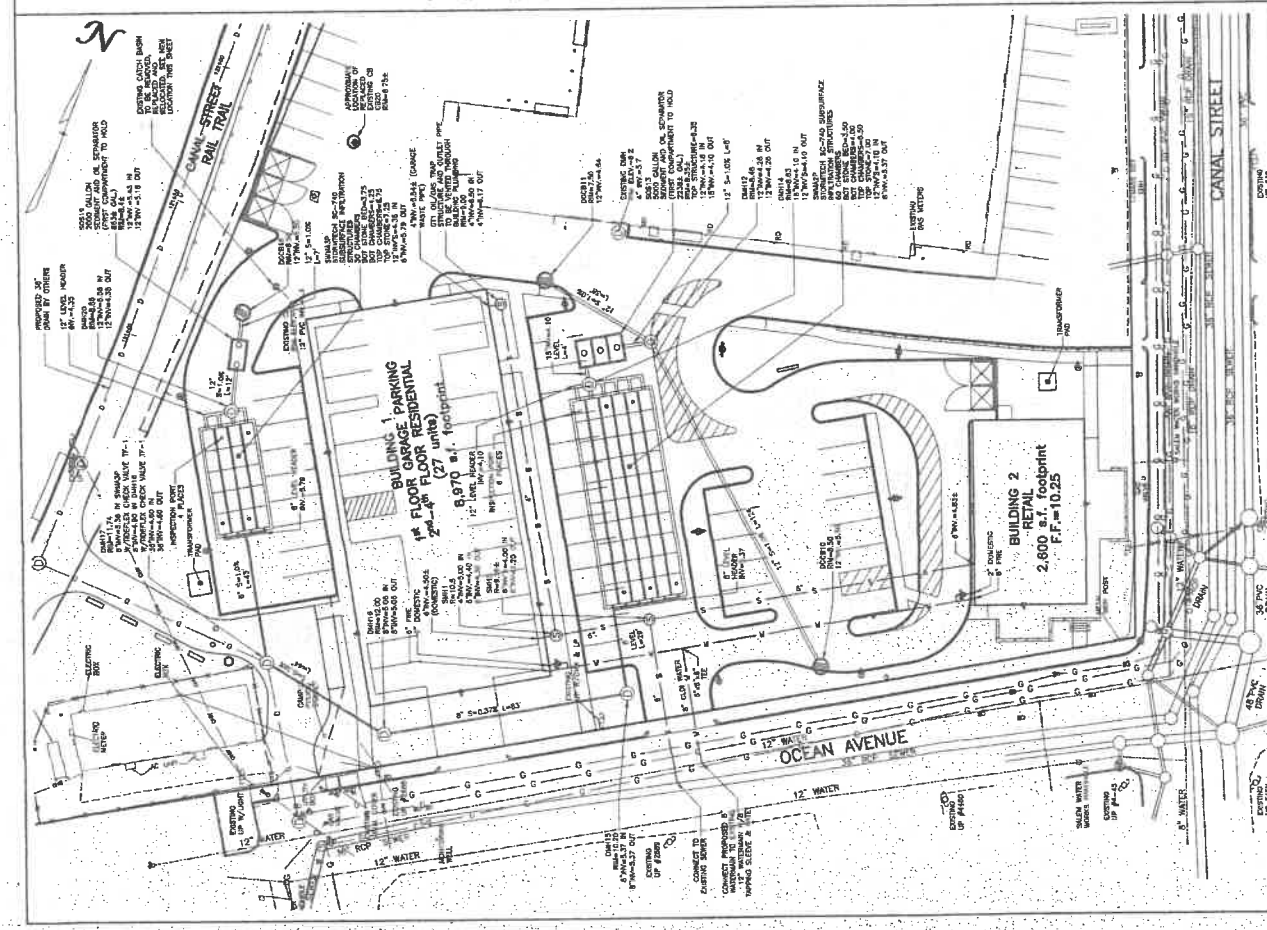
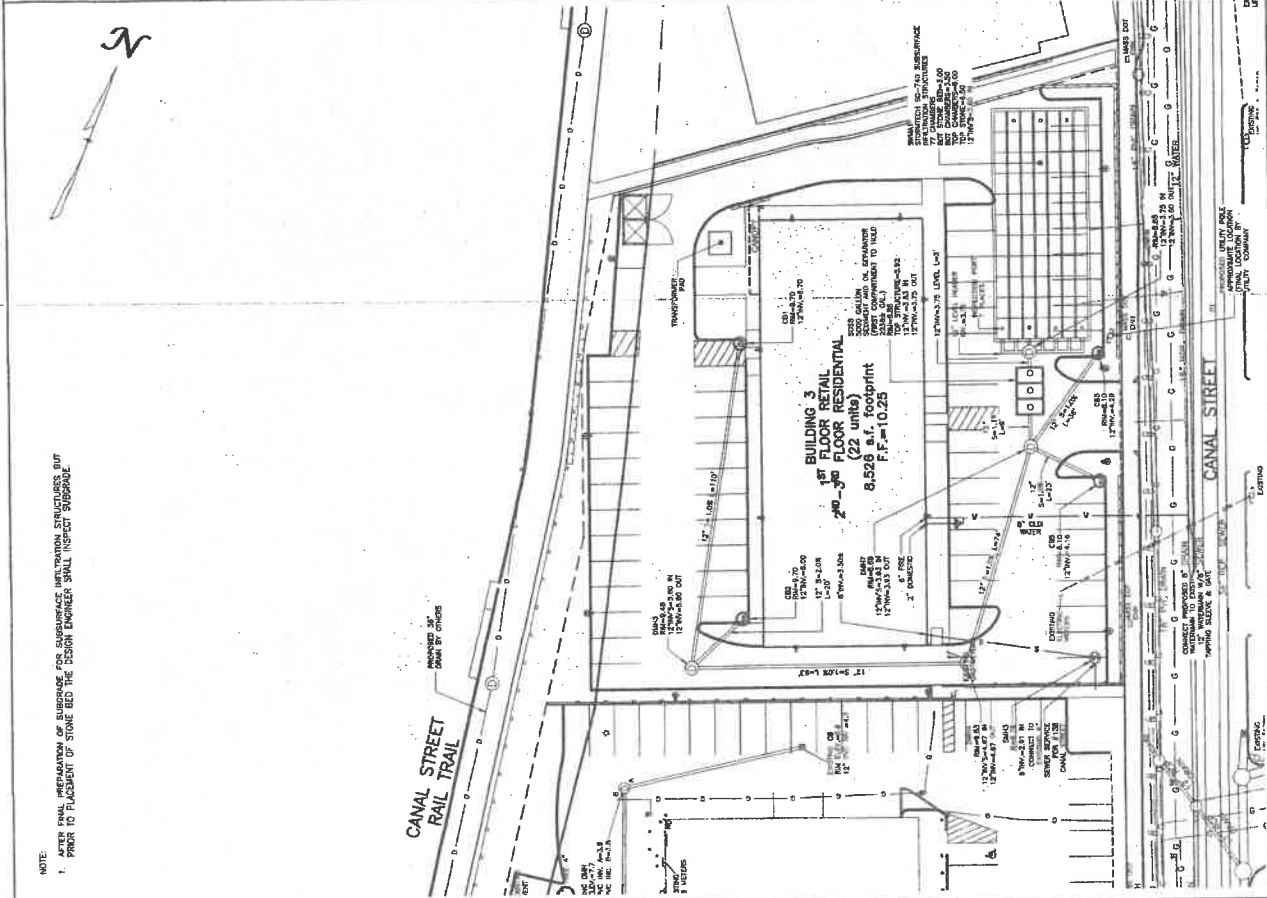
Designed By: MEM
Drawn By: MEM
Reviewed By: RLW
Project Manager: RLW
Job File Number: SALE-0035
Drawing File Folder: SALES

Drawing Issued for Review Only
 Drawing Issued for Permit
 Drawing Issued for Construction

Owner:
See Drawing C1.1

Applicant:
Canal Street Realty, LLC
50 Dodge Street
Beverly, MA 01915





NOTE:
 1. AFTER FINAL REVISIONS OF SUBSURFACE FOR SUBSURFACE INTERSECTION STRUCTURES BUT PRIOR TO FLACEMENT OF STONE BED THE DESIGN ENGINEER SHALL INSPECT SUBGRADE

WILLIAMS & SPARGES
 1000 STATE STREET
 SALEM, MA 01970
 TEL: 978-744-1234
 FAX: 978-744-1235
 WWW.WILLIAMS-SPARGES.COM

Owner: See Drawing C.1
 Architect: See Drawing C.1
 Applicant: Coastal Street Realty, LLC
 50 Dodge Street
 Beverly, MA 01915

Designed By: H&M
 Drawn By: H&M
 Checked By: H&M
 Project Manager: BLW
 Job File Number: SALE-0035
 Drawing Title: FLOOR SALES
 Drawing Issued For: Permit
 Drawing Issued For Construction

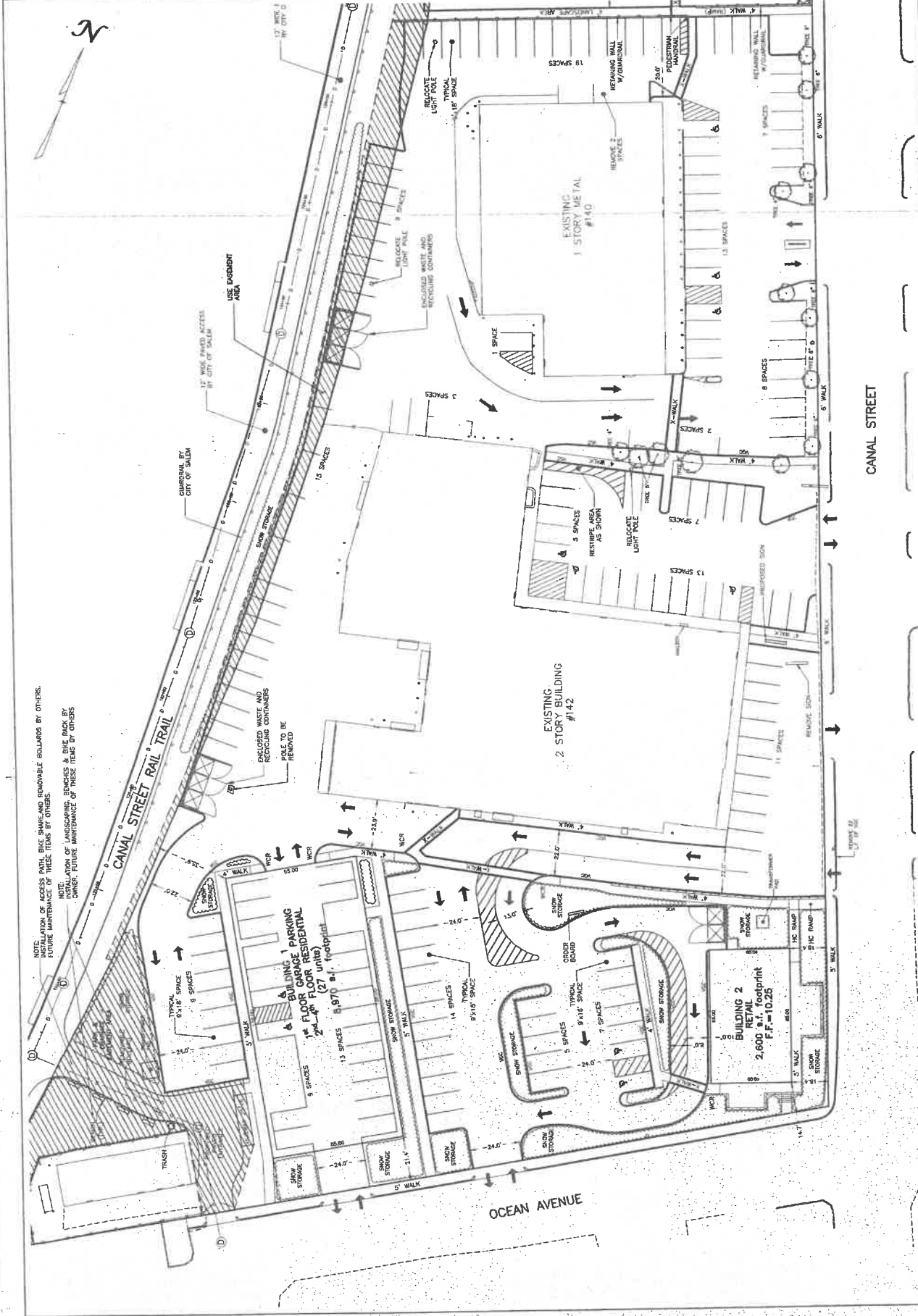
LAYOUT PLAN
 132-144 CANAL STREET, SALEM, MA

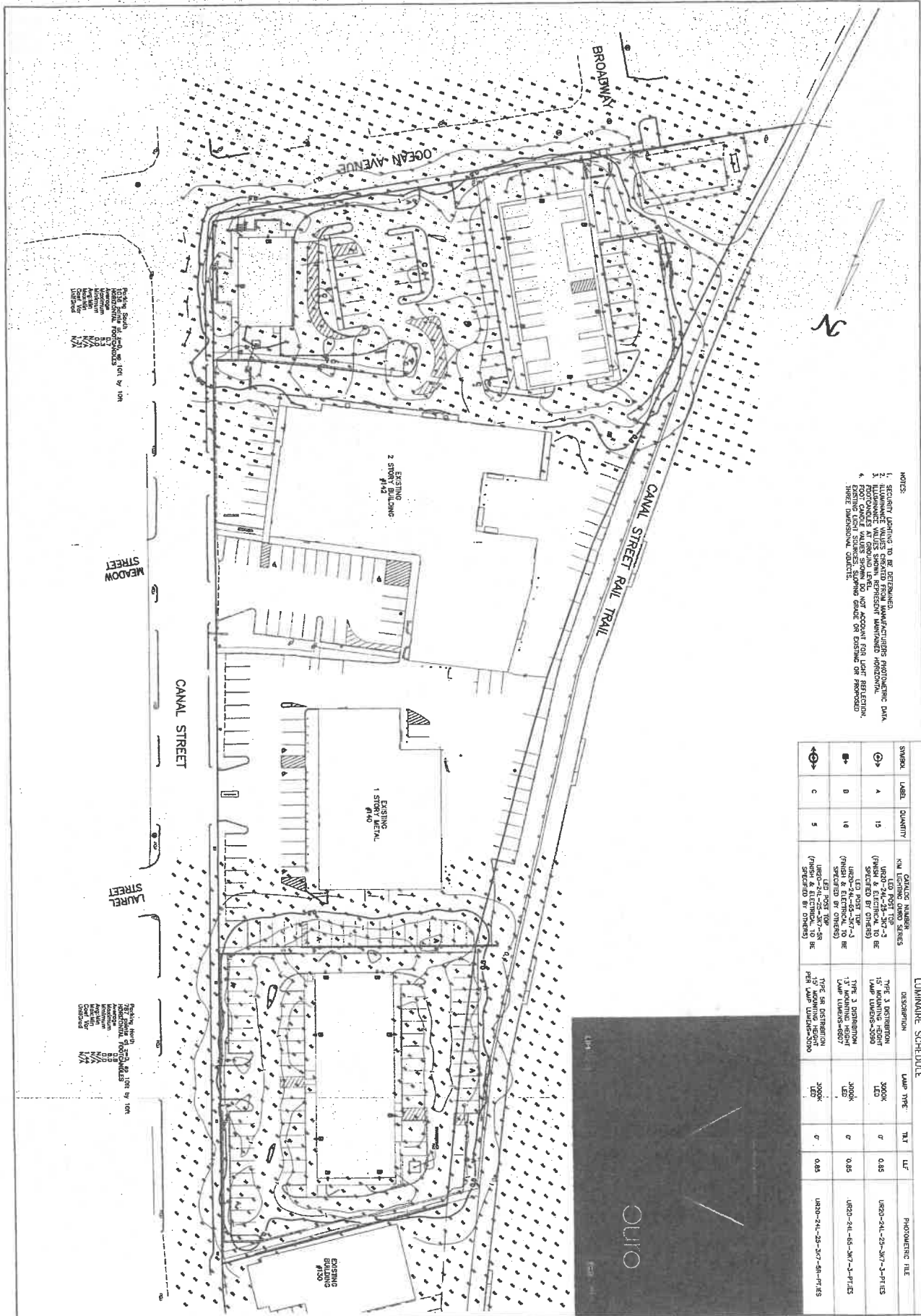
SCALE: 1" = 20'
 SHEET 8 OF 13
 DRAWING: C6.1

DECEMBER 12, 2017

1	Final Review Comments
2	
3	
4	
5	
6	

5/10/2018
 4/10/2018





- NOTES:
1. SECURITY LIGHTING TO BE DETERMINED.
 2. LUMINAIRE VALUES PRESENTED FROM MANUFACTURER'S PHOTO-METRIC DATA APPROXIMATES AT GROUND LEVEL.
 3. FOOT CANDLE VALUES SHOWN DO NOT ACCOUNT FOR LIGHT REFLECTIONS. THESE DIMENSIONAL VALUES ARE BASED ON SCENE'S SURFACES.
 4. THESE DIMENSIONAL VALUES ARE BASED ON SCENE'S SURFACES.

SYMBOL	LABE	QUANTITY	CATALOG NUMBER	DESCRIPTION	LAMP TYPE	TH	LF	PHOTO-METRIC FILE
⊕	A	15	UN20-24-25-30T-2-RE (SPECIFIED BY OTHERS)	TYPE 3 MOUNTING HOOK LAMP UN20-25-30T-2-RE	LED	0'	0.85	UN20-24-25-30T-2-PIE3
⊕	B	16	UN20-24-25-30T-2-RE (SPECIFIED BY OTHERS)	TYPE 3 MOUNTING HOOK LAMP UN20-25-30T-2-RE	LED	0'	0.85	UN20-24-25-30T-2-PIE3
⊕	C	5	UN20-24-25-30T-2-RE (SPECIFIED BY OTHERS)	TYPE 3 MOUNTING HOOK LAMP UN20-25-30T-2-RE	LED	0'	0.85	UN20-24-25-30T-2-PIE3

PROTECTIVE LIGHTING SHALL BE PROVIDED FOR ALL EXTERIOR AREAS OF THE BUILDING. THE LIGHTING SHALL BE PROVIDED BY THE OWNER. THE LIGHTING SHALL BE PROVIDED BY THE OWNER.

PROTECTIVE LIGHTING SHALL BE PROVIDED FOR ALL EXTERIOR AREAS OF THE BUILDING. THE LIGHTING SHALL BE PROVIDED BY THE OWNER. THE LIGHTING SHALL BE PROVIDED BY THE OWNER.

PHOTOMETRIC PLAN
132-144 CANAL STREET, SALEM, MA

DRAWING: C7.1
SHEET 10 OF 13
DECEMBER 12, 2017

0'	15'	30'	60'
SCALE: 1"=30'			
1	2	3	4
Peer Review Comments	5/30/2018	4/30/2018	



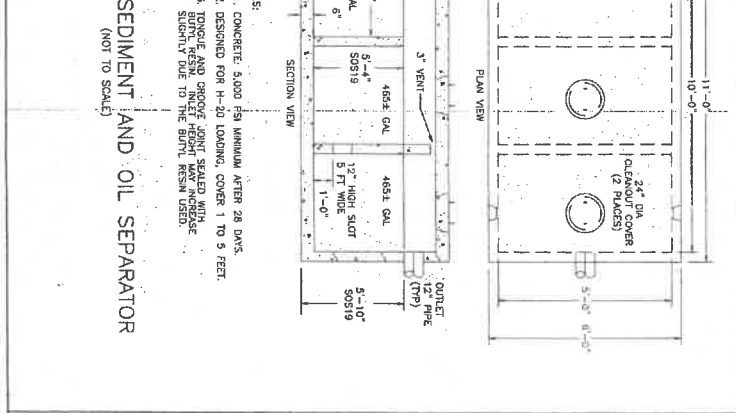
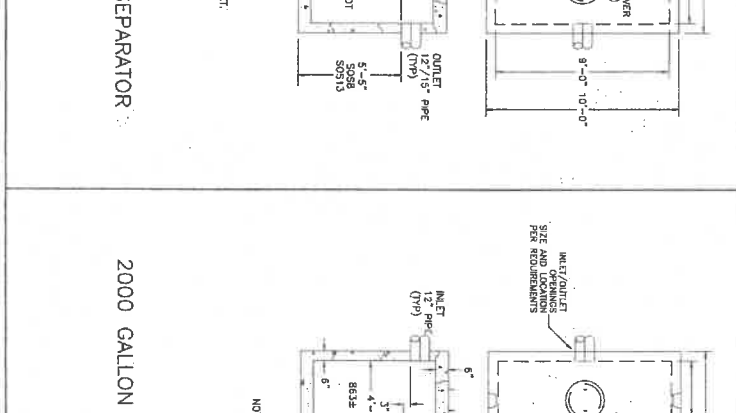
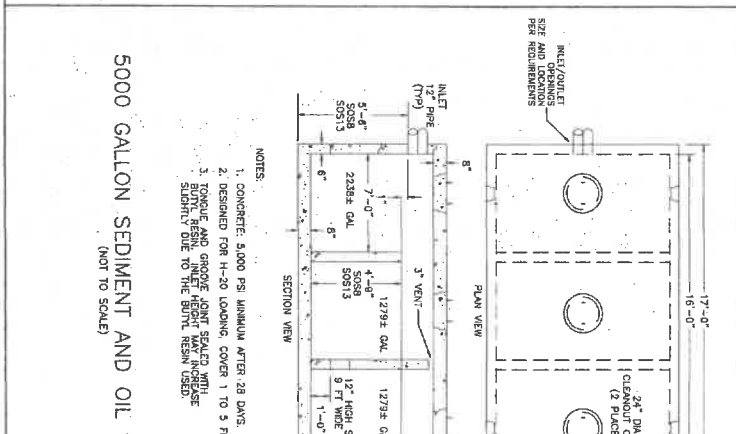
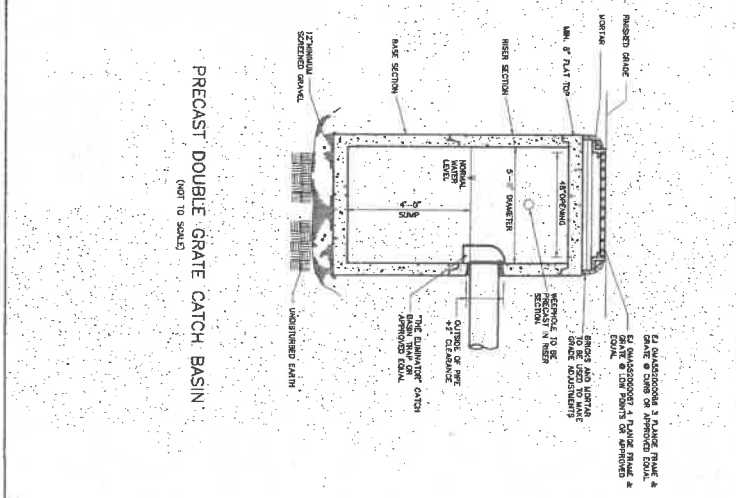
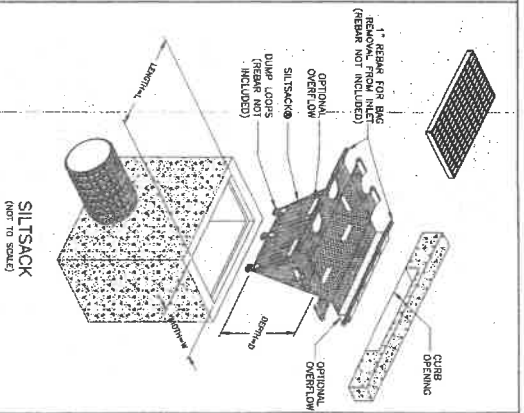
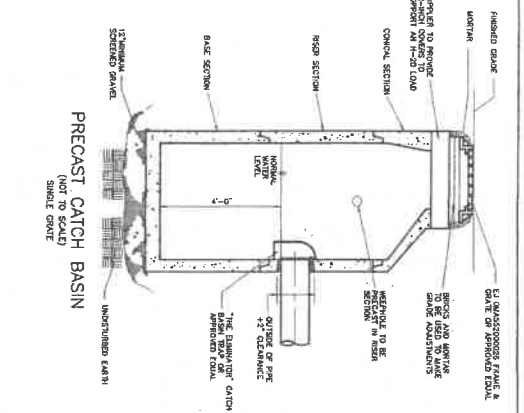
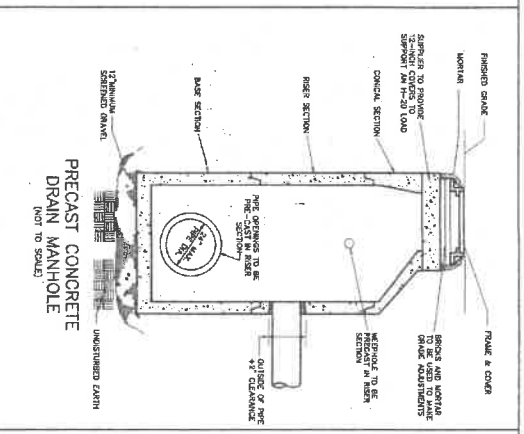
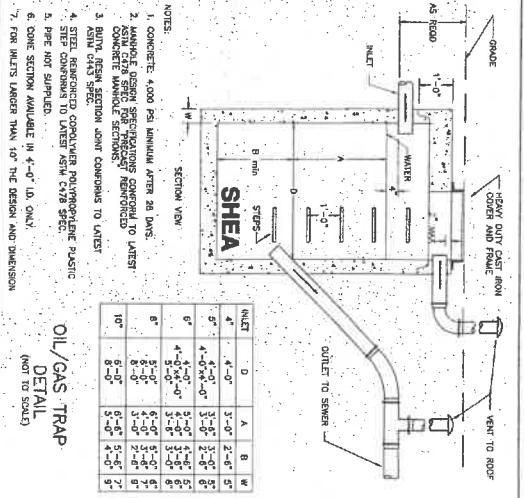
Designed By: MEM
Drawn By: MEM
Reviewed By: RLW
Project Manager: RLW
Job File Number: SALE-0035
Drawing File Folder: SALE35

Drawing Issued for Review Only
 Drawing Issued for Permit
 Drawing Issued for Construction

Owner:
See Drawing C1.1

Applicant:
Canal Street Realty, LLC
50 Dodge Street
Beverly, MA 01915





SITE DETAILS PLAN
132-144 CANAL STREET, SALEM, MA

SEAL

Designed By: MBM
Drawn By: MEM
Reviewed By: RLW
Project Manager: RLW
Job File Number: SALE-0035
Drawing File Folder: SALE35

Owner:
See Drawing C1.1

Applicant:
Canal Street Realty, LLC
30 Dodge Street
Beverly, MA 01915

189 NORTH MAIN STREET
MIDDLETON, MA 01949
PHONE: 978-338-2808
FAX: 978-338-8202
WEB: WONGSPARGES.COM

WILLIAMS SPARGES

DRAWING: CB.2
SHEET 12 OF 13
SCALE: NONE
DECEMBER 12, 2017

Peer Review Comments
Miscellaneous

5/30/2018
4/30/2018



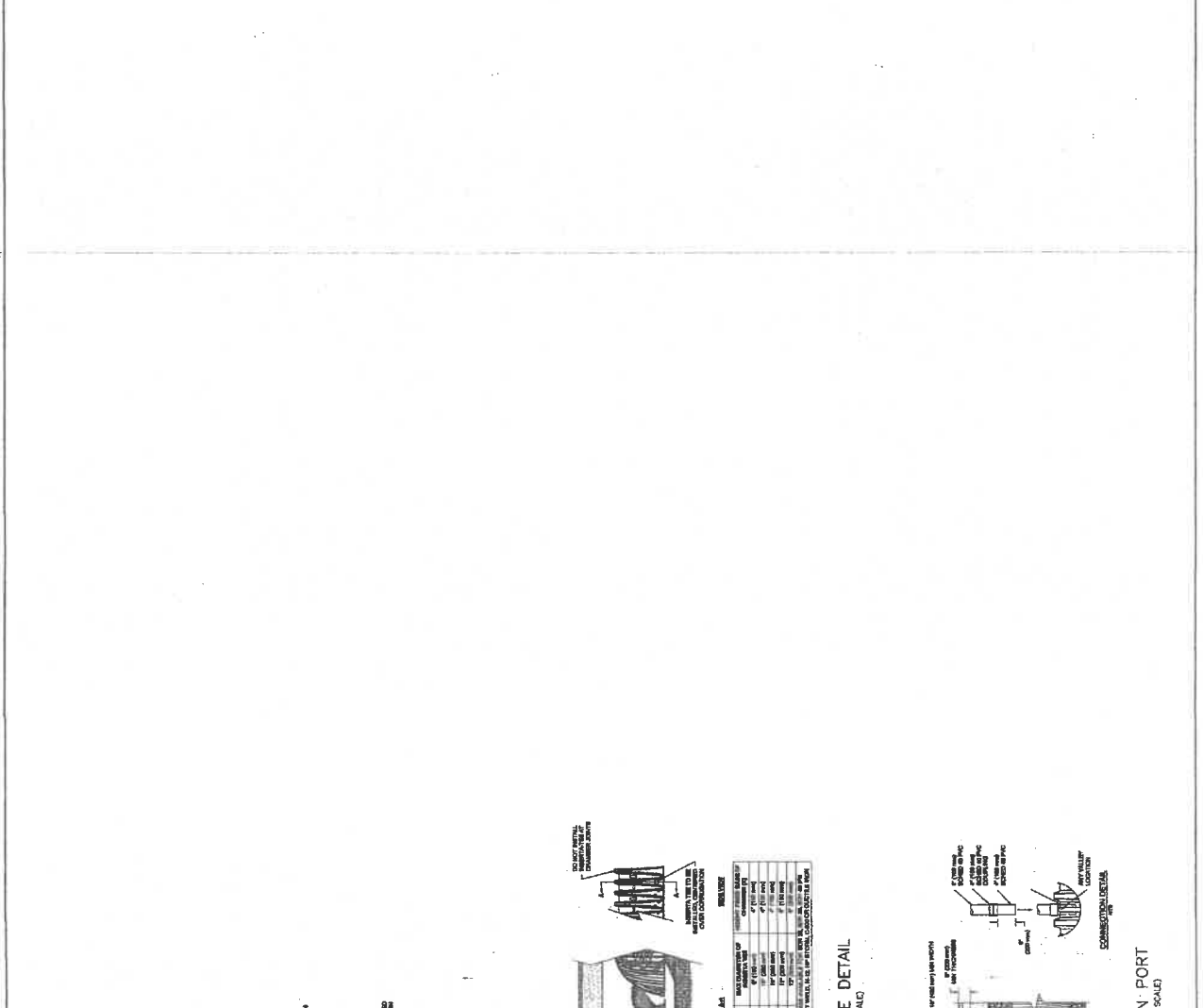
Applicant:
 Canal Street Realty, LLC
 50 Dodge Street
 Beverly, MA 01915

Designer: MEH
 Reviewed By: MEH
 Drawn By: MEH
 Project Number: SALE-0035
 Drawing File Folder: SALES3
 Drawing based for Permit:
 Drawing based for Further Only:



SHEET 13 OF 13
 DRAWING: CB.3
 SCALE: NONE
 DECEMBER 12, 2017
 Plan Review Comments
 MicroStation
 4/20/2018
 5/20/2018

132-144 CANAL STREET, SALEM, MA
SITE DETAILS PLAN

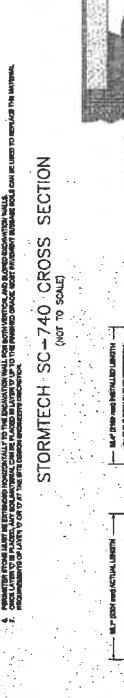


ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	CONSTRUCTION / IDENTITY	REMARKS
CHAMBER WALL	CONCRETE CHAMBER WALLS SHALL BE 12" THICK WITH A MINIMUM OF 4" REINFORCING BARS PER FOOT. WALLS SHALL BE FINISHED WITH A CONCRETE CURE AND PROTECTIVE COATING.	CONCRETE	SEE CONSTRUCTION SPECIFICATIONS.
CHAMBER FLOOR	CHAMBER FLOORS SHALL BE 4" THICK CONCRETE WITH A MINIMUM OF 4" REINFORCING BARS PER FOOT. FLOORS SHALL BE FINISHED WITH A CONCRETE CURE AND PROTECTIVE COATING.	CONCRETE	SEE CONSTRUCTION SPECIFICATIONS.
CHAMBER INFILL	CHAMBER INFILL SHALL BE 12" RADIUS RIBBED POLYPROPYLENE GEOTEXTILE WITH A TENSILE STRENGTH OF 150 LBS PER LINEAL FOOT.	POLYPROPYLENE	SEE CONSTRUCTION SPECIFICATIONS.
CHAMBER COVER	CHAMBER COVERS SHALL BE 12" THICK CONCRETE WITH A MINIMUM OF 4" REINFORCING BARS PER FOOT. COVERS SHALL BE FINISHED WITH A CONCRETE CURE AND PROTECTIVE COATING.	CONCRETE	SEE CONSTRUCTION SPECIFICATIONS.
CHAMBER ACCESS	CHAMBER ACCESS SHALL BE 12" THICK CONCRETE WITH A MINIMUM OF 4" REINFORCING BARS PER FOOT. ACCESS SHALL BE FINISHED WITH A CONCRETE CURE AND PROTECTIVE COATING.	CONCRETE	SEE CONSTRUCTION SPECIFICATIONS.

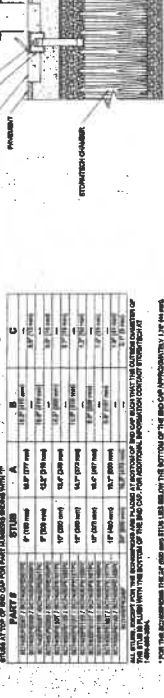
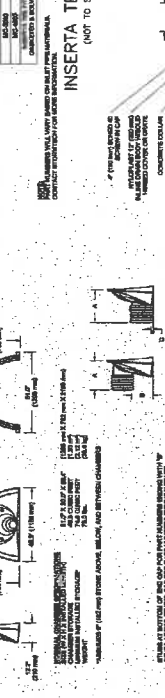


NOTES:
 1. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 2. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 3. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 4. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
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 7. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 8. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 9. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.
 10. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE OF MASSACHUSETTS BEFORE USE.



STORMTECH SC-740 CROSS SECTION (NOT TO SCALE)

PART #	DESCRIPTION	THICKNESS	REINFORCEMENT
1	CONCRETE CHAMBER WALL	12" MIN	4" REINFORCING BARS PER FOOT
2	CONCRETE CHAMBER FLOOR	4" MIN	4" REINFORCING BARS PER FOOT
3	CONCRETE CHAMBER COVER	12" MIN	4" REINFORCING BARS PER FOOT
4	POLYPROPYLENE GEOTEXTILE	12" RADIUS	150 LBS PER LINEAL FOOT



STORMTECH SC-740 TECHNICAL SPECIFICATIONS (NOT TO SCALE)

PART #	DESCRIPTION	THICKNESS	REINFORCEMENT
1	CONCRETE CHAMBER WALL	12" MIN	4" REINFORCING BARS PER FOOT
2	CONCRETE CHAMBER FLOOR	4" MIN	4" REINFORCING BARS PER FOOT
3	CONCRETE CHAMBER COVER	12" MIN	4" REINFORCING BARS PER FOOT
4	POLYPROPYLENE GEOTEXTILE	12" RADIUS	150 LBS PER LINEAL FOOT



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

August 16, 2018

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

As you know, in just about four weeks we will officially open the new Mayor Jean Levesque Community Life Center at 401 Bridge Street. For the last year, the City has worked with the property owner and their project team to ensure that the new CLC will be among the finest such facilities in Massachusetts. After such a long wait for a new facility, we are all doing what we can to make sure that the CLC lives up to all that Salem's seniors and veterans deserve.

To that end, the enclosed Order requests an appropriation of \$70,000 from our Sale of City-Owned Land fund and \$627,386 from our Stabilization account to fund upgrades and improvements made to the base design of the new building that had originally been priced at the \$4.9 million cost that the City bonded for in 2013. Many of you may recall from our discussions five years ago that the \$4.9 million purchase price was always considered a base cost that would require additional funds for specific upgrades or enhancements.

Most of these upgrades were made based on input and suggestions from our Building Committee, the Friends of the COA and COA Board, and Parks, Recreation, and Community Services staff. An allowance is also included for any final change orders or adjustments that may be necessary between now and after the building opens. Unused funds from this appropriation will be returned to stabilization account. This appropriation will also cover all anticipated closing costs associated with our purchase of the building; we expect to close at the end of August. These change orders and upgrades bring the total purchase price of the CLC to \$5.6 million, which, for about 20,000 square feet of newly constructed public property, remains highly competitive.

Given that free cash will not be certified until later this fall, we intend to utilize stabilization and sale of city land funds and will reimburse the stabilization fund when free cash is certified later this year. In addition, we expect to recover a higher than anticipated sum for the sale of the current senior center. We were encouraged by the most recent appraisal of 5 Broad Street at \$1.3 million, substantially over the older estimates of about \$1 million. The funds the City will receive from the sale of 5 Broad Street will help off-set these upgrade costs, without diminishing their role in our overall financing for the CLC.

We are very excited for the upcoming opening and the Grand Opening celebrations that are being planned. I would like to thank the Council for your patience, your input, and your advocacy for this incredibly important building. To help us be able to close at the end of August, it would be very helpful for us to have this funding approved by the end of this month. I and members of the team working on this project will be at the August 16th meeting. In addition, we'd love to give Councillors who were not able to attend the last tour of the new facility an opportunity to do so. We'll be in touch about scheduling a time frame to do so. I think you will be impressed with the new facility.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kimberley Driscoll".

Kimberley Driscoll
Mayor

Item	Cost
Add restrooms near Great Room	\$22,544
Chair rail	\$3,800
Changes to doors	\$9,195
Changes to electrical	\$16,433
Changes to HVAC	\$19,450
Changes to wall framing	\$9,207
Closing costs	\$35,000
Counter, cabinets, and sink in Room 220	\$9,975
Dedicated data conduit	\$5,600
Electric vehicle charging station in parking lot	\$8,590
Exercise bar in Room 209	\$1,050
Exterior LED lighting	\$31,100
Final change orders allowance*	\$75,000
Fireplace and mantel	\$20,000
Fireplace stone veneer	\$5,600
Flooring and tile upgrades	\$64,000
Folding partition in Room 211	\$51,681
Harvested light system in Great Room	\$29,500
Install City seal at reception	\$1,461
Kitchen upgrades	\$73,832
Landscaping at entry and patio	\$21,000
Lighting upgrades in Great Room	\$25,000
Main entrance canopy	\$52,000
Paving and hardscape	\$24,000
Pendant lighting at servery and reception	\$4,960
Reception desk and servery	\$29,674
Repainting	\$2,475
Revision to Veterans' office	\$12,264
Roof infrastructure for future solar PV	\$28,500
Schlage locks upgrade	\$4,200
Shelf in Room 108	\$595
Upgrade to bathroom fixtures	\$7,370
Wall mirrors in two program rooms	\$3,330
West side entrance canopy	\$24,000

*This funding is in anticipation of punch list items and changes that may be necessary following the building opening.



CITY OF SALEM

In City Council,

August 16, 2018

Ordered:

That the sum of Six Hundred Ninety-Seven Thousand, Three Hundred and Six Dollars (\$627,386.00) is hereby appropriated from the "Stabilization Fund" to the "Capital Improvement Fund 3813 – Community Life Center" in accordance with the recommendation of Her Honor the Mayor.

CITY OF SALEM
Stabilization Appropriation

Date 8/14/18

Transfer To: 38131-4970

Desc: CIP – CLC Fund

Amount: \$ 627,386.00


Reason: See Attached letter

For Finance Dept and Mayor's Use Only:

Stabilization Balance: 6,542,428.84 NB 8/14/18

Recommendation:

Approved Denied



Finance Director



Mayor

Processed: Date: _____ By: _____

CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM

In City Council,

August 16, 2018

Ordered:

That the sum of Seventy Thousand Dollars (\$70,000.00) is hereby appropriated within the "Sale of City Property" account (24413-5846) to be expended for the upgrades to the Mayor Jean Levesque Community Life Center in accordance with the recommendation of Her Honor the Mayor.

CITY OF SALEM
Sale of City Property Expenditure Request Form

To: MAYOR

From: Department Mayor

Date 8/14/18

Expense Line To : 24413-5860 - Equipment

Amount: \$

Expense Line To : 24413-5846 - Renovations & Repairs

Amount: \$

- Bal 71,790.50
MS

Description: Community Life Center change orders

For Finance Dept and Mayor's Use Only:

City Council Approval

Recommendation:

Approved Denied

[Signature]
Finance Director
[Signature]
Mayor

Processed: Date: _____ By: _____

CO # _____ JE# _____ Trans # _____