



Watertown Town Council

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

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

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

Caroline Bays
Councilor At Large

Anthony Donato,
Councilor At Large

John G. Gannon
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

ORDER # 63

2021 - O - 63

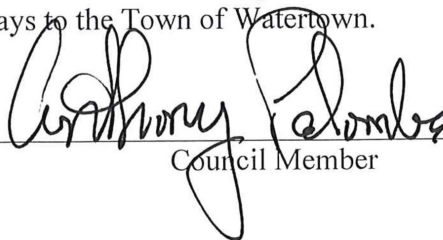
AN ORDER ACCEPTING PEDESTRIAN AND BICYCLE EASEMENTS ACROSS 330, 340 AND 350 PLEASANT STREET TO THE CHARLES RIVER PATH AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ACCEPTANCE OF SAID EASEMENTS

WHEREAS: PSCD Trinity, LLC (“Grantor”), is the owner of certain real property situated at 330, 340 and 350 Pleasant Street, described in a deed recorded with the Middlesex South Registry of Deeds in Book 68289, Page 265 (the “Grantor Parcel”); and

WHEREAS: In connection with Grantor’s development of the Grantor Parcel, and certain zoning relief granted by the Planning Board in Case Number PB-2015-06 SPR/SP, Grantor agreed to permit pedestrian and bicycle access over portions of the Grantor Parcel, for recreational purposes, providing a means of public access from Pleasant Street to the Charles River Path, which is owned by the Commonwealth of Massachusetts, and managed by its Department of Conservation and Recreation, show as “Bike Path/Sidewalk Easement” on a plan entitle “Easement Plan Watertown, Massachusetts Showing As-Built Conditions at #330, 340 & 350 Pleasant Street” dated November 17, 2020, prepared by VTP Associates, Inc. (the “Access Pathways”)

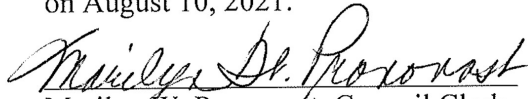
NOW THEREFORE BE IT RESOLVED: That the Town Council of the City known as the Town of Watertown, hereby accepts the Access Pathways, on the terms and conditions as set forth in the Grant of Easement conveying the Access Pathways to the Town of Watertown;

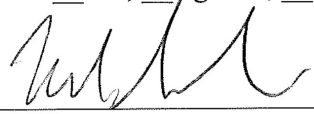
AND BE IT FURTHER ORDERED: That the Town Council hereby authorizes the Town Manager to execute the Acceptant to the Grant of Easement conveying the Access Pathways to the Town of Watertown.



Council Member

I hereby certify that at a Meeting of the Town Council for which a quorum was present, the above Order was adopted by a vote of 8 for, 0 against, 0 present on August 10, 2021.


Marilyn W. Pronovost, Council Clerk


Mark S. Sideris, Council President

GRANT OF EASEMENT

This **Grant of Easement** (“Grant”) is entered into as of the ____ day of _____, 2021 by and between **PSCD Trinity, LLC**, a Massachusetts limited liability company (“Grantor”), having its principal place of business at 60 Howard Street, Unit 510A and Unit 510B, Watertown, Massachusetts 02472 (“Grantor”) and the **City Known as The Town of Watertown**, a Massachusetts municipal corporation (“Town/Grantee”), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472 (collectively known as the “parties”).

WITNESSETH:

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

A. Grantor is the owner of a parcel of land, located at 330, 340 and 350 Pleasant Street, Watertown, Massachusetts, described in a deed recorded with the Middlesex South Registry of Deeds, in Book 68289, Page 265 (the “Grantor Parcel”). A legal description of the Grantor Parcel is set forth in Exhibit A attached hereto.

B. Town is the owner of the public sidewalk servicing Pleasant Street that abuts the Grantor Parcel to the north (the “Town Parcel”).

C. In connection with certain zoning relief granted by the Town of Watertown Planning Board (“Planning Board”) on February 8, 2017 in Case Number PB-2015-06 SPR/SP, recorded with the Registry in Book 69015, Page 1, which zoning relief was granted in connection with the Grantor’s development of the Grantor Parcel, Grantor committed to allow pedestrian and bicycle access over a portion of its land, for recreational purposes, providing a means of public access from the Town Parcel to the Charles River Path, owned by the Commonwealth of Massachusetts and managed by its Department of Conservation and Recreation. The three pedestrian/bicycle access pathways are located on, across and along that portion of the Grantor Parcel shown as “Bike Path/Sidewalk Easement” (the “Access Pathways”) on a plan entitled “Easement Plan Watertown, Massachusetts Showing As-Built Conditions at #330, 340 & 350 Pleasant Street,” dated November 17, 2020, prepared by VTP Associates, Inc., attached as Exhibit B hereto (the “Plan”).

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

1. Access Easement from Grantor to the Town. Grantor hereby grants to the Town, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Access Pathways, the perpetual non-exclusive right and easement (the "Easement"), in common with the Grantor, its successors and assigns, to use the **Access Pathways, located: (1) along the eastern side of the Grantor Parcel; (2) on either side of the central drive and cul-de-sac between the East and West buildings leading to a stairway; and (3) emanating from said cul-de-sac northwesterly to a stairway, all as shown on the Plan,** for recreational purposes to provide access to and from the Charles River Path for pedestrians, bicycles and other non-motorized forms of recreational transport other than motorized vehicles for disabled persons ("Access Right"). The Access Right shall not be deemed to include a right to park bicycles or motor vehicles, motorcycles, any other motorized or non-motorized transportation devices, or any other property or material(s) within the Access Areas at any time. Further, the Town and/or thereby any member of the public shall not place within the Access Areas any obstructions. The Town's exercise of the Access Right shall not interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 2 below. It is the intent of the Grantor and the Town/ Grantee that the Access Areas be, and remain, in their current state, which is a polymer-reinforced sand path or any other material as may be agreed upon by the parties hereto, subject to any repairs and/or maintenance thereof as may be required for the use intended herein.

2. Reserved Rights. The Access Right hereby conveyed does not grant to the Town or the public any rights on, across or over any portion of the Grantor Parcel other than the Access Areas. Grantor, and all those claiming by, through or under Grantor, reserves the right to continue to use the Grantor Parcel, including the Access Areas, in a manner that does not unreasonably interfere with the Access Right, including, without limitation, the right: (a) to erect, outside of and along the Access Areas, such fences, vegetated buffers, or other measures it deems reasonably necessary; and (b) to use, or to grant to others the right to use, the Access Areas for any and all purposes, provided only that such uses set forth in clauses (a) and (b) shall not unreasonably interfere with the exercise of the Access Right by the Town or the public.

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

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

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

If to Grantor, addressed to:

PSCD Trinity, LLC
P.O Box 95025
Newton, MA 02495

If to the Town, addressed to:

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

6. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants and easements to the extent in force and applicable, except for

monetary encumbrances, if any, for which the Town would require a release or subordination.

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

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

9. Right of Assignment. The Town/Grantee shall have the right to assign, in whole or in part, any or all of its rights, obligations and interests in the access easements to the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation, as the owner of the Charles River Path.

[Signature Page Follows]

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

GRANTOR:

PSCD Trinity, LLC

By: _____

Name: Mark D. Coppola

Title: Manager

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021 before me, the undersigned notary public, personally appeared Mark D. Coppola, Manager of PSCD Trinity, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in such capacity on behalf of PSCD Trinity, LLC.

Notary Public

My Commission Expires:

[Town signatures on next page]

ACCEPTANCE OF PEDESTRIAN ACCESS RIGHT

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

TOWN:

**CITY KNOWN AS THE
TOWN OF WATERTOWN**

Name: Michael J. Driscoll
Title: Town Manager
Hereunto duly authorized

Approved as to form by Town Attorney:

Name: Katharine Lord Klein
Title: Town Attorney

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Michael J. Driscoll, the Town Manager of the City Known as the Town of Watertown, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

330 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

The two parcels of land together with the buildings and improvements situated thereon located in Watertown, Middlesex County, Massachusetts, more particularly described as follows:

Lot A

Shown in a plan entitled "Plan of Land in Watertown, Mass." dated May 28, 1942, drawn by Cook & Sullivan, Engineers, recorded with the Middlesex County South Registry of Deeds in Book 6603, Page 48, and bounded and described as follows:

NORTHWESTERLY	By Pleasant Street, one hundred (100) feet, as shown on said plan;
NORTHEASTERLY	By land now or formerly of S. Triconi, one hundred eighty and 126/100 (180.26) feet, as shown on said plan;
SOUTHEASTERLY	By land of the Commonwealth of Massachusetts (Metropolitan District Commission) one hundred twenty-four and 09/100 (124.09) feet as shown in said plan; and
SOUTHWESTERLY	By land now or formerly of Edward J. Sullivan, two hundred thirty-nine and 60/100 (239.6) feet more or less, as shown on said plan.

Lot B

Shown in a plan entitled "Plan of Land in Watertown, Mass." dated April 5, 1943, drawn by Cook & Sullivan, Engineers, recorded with said Deeds in Book 6669, Page 453, bounded and described as follows:

NORTHWESTERLY	By Pleasant Street, one hundred (100) feet, as shown on said plan;
NORTHEASTERLY	By land now or formerly of Julian shown as Lot A on said plan, two hundred thirty-nine and 60/100 (239.6) feet, more or less;
SOUTHEASTERLY	Along a curved line by land of the Commonwealth of Massachusetts (Metropolitan District Commission) one hundred fifteen and 20/100 (115.20) feet as shown in said plan; and
SOUTHWESTERLY	By land now or formerly of Edward J. Sullivan, two hundred ninety-six and 60/100 (296.6) feet more or less, as shown on said plan.

340 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

A certain parcel of land together with the buildings thereon, situated on the southeasterly side of Pleasant Street, in said Watertown, and bounded and described as follows:

- NORTHWESTERLY By Pleasant Street, one hundred (100) feet;
- NORTHEASTERLY By land now or formerly of Louis and Mary Julian, two hundred ninety-six and 60/100 (296.6) feet, more or less and shown as Lot B on "Plan of Land in Watertown, April 5, 1943, Cook & Sullivan, Engineers, recorded as Plan 86 of 1943 in the Middlesex County South Registry of Deeds in Book 6669, Page 453;
- SOUTHEASTERLY By land of the Commonwealth of Massachusetts (Metropolitan District Commission); and
- SOUTHWESTERLY By land now or formerly of Boccadoro, by a straight line running from Pleasant Street to land of the Commonwealth of Massachusetts, parallel to, and one hundred (100) feet southwesterly of, the northeasterly line of the granted premises.

350 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

A certain parcel of land situated on the southerly side of Pleasant Street in said Watertown, and shown as Lot D2 on "Plan of Land in Watertown, Massachusetts", dated July 22, 1946, Cook & Sullivan, Engineers, recorded with Middlesex South District Deeds as Plan No. 1194 of 1946, Book 7031, Page 148.

Said lot is bounded and described as follows:

- NORTHWESTERLY By Pleasant Street, sixty hundred (60) feet;
- NORTHEASTERLY By Lot C as shown on said plan, three hundred thirty-one and 8/10 (331.8) feet;
- SOUTHEASTERLY By land of the Commonwealth of Massachusetts by a curved line, sixty-one and 52/100 (61.52) feet; and
- SOUTHWESTERLY By Lot D1 as shown on said plan, three hundred forty-five and 2/10 (345.2) feet.

EXHIBIT B

PLAN OF ACCESS PATHWAYS

EXHIBIT C

TOWN COUNCIL VOTE



LOCAL MAP

RESERVED FOR FUTURE USE

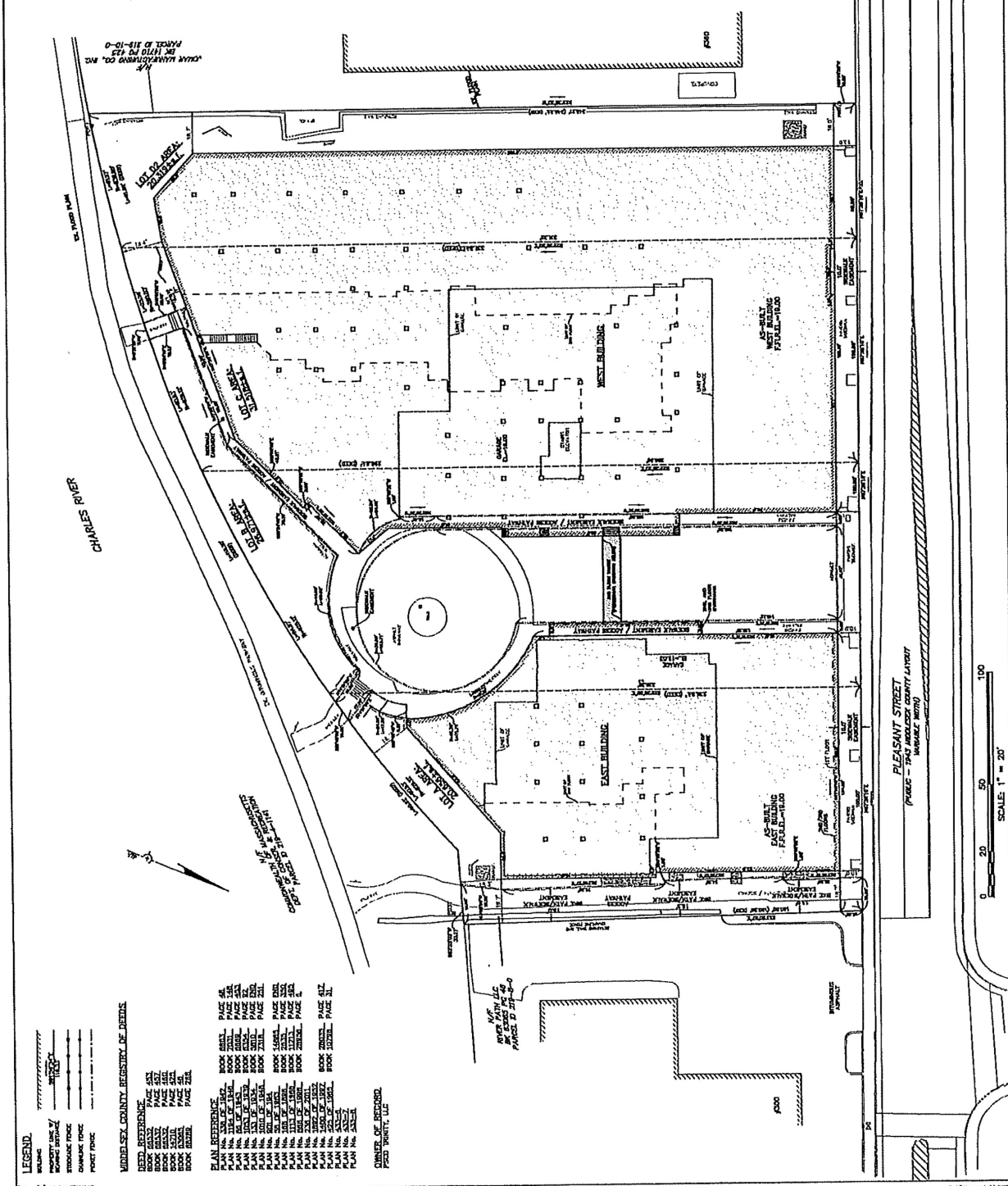
I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE OWNERS' AND ARE BASED ON A REASONABLE INVESTIGATION OF THE RECORDS OF THE REGISTRY OF DEEDS AND THE RECORDS OF THE REGISTERED PLANS AND MAPS OF THE COMMONWEALTH OF MASSACHUSETTS.

JOSEPH R. PARTER, PLS
DATE

EASEMENT PLAN
WATERTOWN, MASSACHUSETTS
FRONTING ON PLEASANT STREET
SCALE: 1/4" = 20'
DATE: NOVEMBER 17, 2020
REVISED: MAY 4, 2021
PROJECT: 20207

VIP
INC.
4880 CIRCLE

145 WASHINGTON STREET, 2ND FLOOR SUITE 3
WATERTOWN, MA 02458
(617) 252-2871
SHEET 1 OF 1

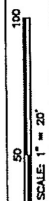


LEGEND

- BOUNDARY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- CHANGING FENCE
- POCKET FENCE

- WINDHAM COUNTY, REGISTERED DEEDS
- BOOK 3422, PAGE 54
 - BOOK 3422, PAGE 55
 - BOOK 3422, PAGE 56
 - BOOK 3422, PAGE 57
 - BOOK 3422, PAGE 58
 - BOOK 3422, PAGE 59
 - BOOK 3422, PAGE 60
 - BOOK 3422, PAGE 61
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 - BOOK 3422, PAGE 99
 - BOOK 3422, PAGE 100

- NUMBER OF RECORDS
- PLAN No. 2020-01
 - PLAN No. 2020-02
 - PLAN No. 2020-03
 - PLAN No. 2020-04
 - PLAN No. 2020-05
 - PLAN No. 2020-06
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 - PLAN No. 2020-100



SCALE 1" = 20'

PLEASANT STREET
(PART OF 1941 WINDHAM COUNTY LAYOUT
(WINDHAM COUNTY))