

Appendix N

[Attached]

18

GRANT OF EASEMENT  
AND  
EASEMENT AGREEMENT



2008 00029518  
Bk: 43284 Pg: 267 Doc: EAGE  
Page: 1 of 18 03/25/2008 11:34 AM

GRANT OF EASEMENT AND EASEMENT AGREEMENT (this "Agreement") made as of this 28th day of February, 2008 by and between Fan Pier Development LLC, a Delaware limited liability company having a usual place of business at Two Seaport Lane, Suite 1100, Boston, Massachusetts 02210 ("Grantor") and Boston Water and Sewer Commission, a body politic and corporate and political subdivision of The Commonwealth of Massachusetts, duly organized and existing pursuant to the provisions of Chapter 436 of the Acts and Resolves of 1977 and having a usual place of business at 980 Harrison Avenue, Boston, Massachusetts 02119 (the "Commission").

28 NORTHERN AVENUE, BOSTON, MA

WHEREAS, Grantor is the owner of certain property on Northern Avenue in the South Boston section of Boston, Suffolk County, Massachusetts known as Fan Pier, (hereinafter referred to as the "Property") as more particularly shown on a plan entitled "Fan Pier, Plan of Land in Boston, Massachusetts; South Boston District, Suffolk County" dated September 27, 2005 by Gunther Engineering, Inc., which plan is recorded with the Suffolk Registry of Deeds as Plan 789 of 2005 and in a Deed to Grantor dated September 29, 2005 and recorded at the Suffolk County Registry of Deeds in Book 38144, Page 297;

WHEREAS, in connection with the development of the Property as a multi-phased, mixed-use development (the "Fan Pier Project"); Grantor intends to construct, in Project Phases, as hereinafter defined, a twelve (12) inch water main, and various appurtenances, fittings, gates, and equipment necessary or related thereto but excluding fire pipes (hereinafter "Water Facilities") and sewer main and various appurtenances, fittings, gates, and equipment necessary or related thereto but excluding sewer laterals (hereinafter "Sewer Facilities," and collectively with Water Facilities, the "Facilities") beneath the surface of two private ways to be constructed by Grantor within the Property that will be open to public travel, namely Marina Park Drive and Waterside Avenue, and beneath a portion of a landscaped area referred to as "Fan Pier Park;"

WHEREAS, Grantor wishes to convey the Facilities to the Commission in Project Phases, as portions of the Facilities are completed and the Commission is willing to accept ownership of the Facilities in Project Phases upon completion thereof in accordance with the plans and specifications submitted to and approved by the Commission and the provisions of this Agreement;

WHEREAS, pursuant to this Agreement, Grantor grants to the Commission, in Project Phases, an easement in a portion of the Property defined herein as the Easement Area, the limits of which are more particularly bounded and described as set forth on the Easement Plan, as hereinafter defined, attached hereto and incorporated herein as Exhibit A,

NOW THEREFORE, for consideration of One Dollar (\$1.00) the receipt and adequacy thereof being hereby acknowledged, and for the mutual covenants contained herein, Grantor and the Commission hereby agree as follows:

1. In connection with the construction from time to time of portions of the Fan Pier Project, Grantor will construct those segments of the Facilities which are necessary or appropriate to provide water and/or sewer service to such portion of the Fan Pier Project (each a "Project Phase"). Grantor will construct the first Project Phase in accordance with the plans and specifications therefor set forth on plans entitled "One Marina Park Drive, Fan Pier Building F, Boston, MA, Sheets C1.0 - Site Utility Plan; C1.1 - 15" Sanitary Sewer Plan and Profile; C4.0 Civil Details, General Notes, and Legend; and C4.1 - Civil Details, prepared by Nitsch Engineering, Inc. dated October 22, 2007, (as the same may be amended only with the prior written consent of the Commission, the "Easement Area A Site Plans") in the location shown as "Easement

BOSTM93809.6 2/28/08

Return to: John E. Rathigan, Esq.  
c/o DLA Piper US LLP  
33 Arch St., 26th Fl.  
Boston MA 02110

① Plan 2008 Page 178  
Book

Francis M. Keach  
Register of Deeds

Area A" on the Easement Plan. The Facilities to be located in the areas shown as "Easement Area B" and "Easement Area C" will be constructed in one or more subsequent Project Phases and will become a part of the Easement Area (as hereinafter defined) upon completion by Grantor and acceptance by the Commission according to the procedures described in Paragraph 4 below. For future Project Phases, Grantor will submit plans for approval by the Commission, which approval will be granted if the proposed Facilities are located in Easement Area B and are consistent with the first Project Phase of the Facilities, and/or if the proposed Water Facilities are located in Easement Area C and are consistent with the Water Facilities in the first Project Phase of the Facilities.

2. Upon and subject to the provisions of this Agreement, Grantor grants to the Commission an easement in those portions of the Property denominated as (i) "Proposed Sewer & Water Easement A" and "Proposed Sewer & Water Easement B" (the "Sewer and Water Easement Area") and (ii) "Proposed Water Easement C" (the "Water Easement Area") and collectively with Sewer and Water Easement Area, the "Easement Area") on a plan entitled "Sewer & Water Easement Plan, Fan Pier Development, Northern Avenue, Boston, Massachusetts" dated October 25, 2007, prepared by Nitsch Engineering (the "Easement Plan"), a copy of which Easement Plan is attached as Exhibit A to this Agreement, and which Easement Plan to be recorded simultaneously herewith in Suffolk County Registry of Deeds.

3. Grantor grants to the Commission, its successors, grantees and assigns, the perpetual right and easement within those portions of the Easement Area which are Accepted Areas, as hereinafter defined, to install, lay, construct, operate, maintain, use, inspect, repair, alter, improve, replace and relocate (i) Sewer Facilities and Water Facilities within the Sewer and Water Easement Area, and (ii) Water Facilities within the Water Easement Area, and in connection therewith, the right to enter upon and to pass along the Easement Area as from time to time is reasonably required in connection with the use and enjoyment of the easement rights herein granted (the "Easement"); provided, however, that in no event shall the Commission unreasonably interfere with Grantor's use and enjoyment of the Property and the Easement shall be subject to Grantor's rights reserved herein.

4. Notwithstanding the description of the Easement Area, the Easement granted herein shall be effective only with respect to such portion of the Easement Area within which the Facilities for a Project Phase have been completed and only upon (i) the acceptance by the Commission, in writing, of the Water Facilities constructed therein (each such portion being an "Accepted Area" and the date of written acceptance by the Commission being the "Acceptance Date") and (ii) the execution and delivery by Grantor and the Commission of Certificate of Acceptance for such Acceptance Area substantially in the form of Exhibit B attached hereto and incorporated herein. Notwithstanding the foregoing, the Commission shall have up to two years following the installation of any Sewer Facilities to accept such Sewer Facilities in writing. Grantor shall record such Certificate of Acceptance for each Accepted Area with the Suffolk Registry of Deeds within a reasonable period after each Acceptance Date, provided, however, that the timing of the recording of such Certificate of Acceptance shall not affect the date upon which this Easement becomes effective with respect to such Accepted Area.

5. The Easement is granted together with the following rights and upon the following conditions:

- (a) The right to make such excavations through the surface of the Easement Area as are reasonable and necessary in order to exercise the rights set forth above, provided that the Commission shall, except in the case of emergency, give at least fourteen (14) days prior written notice to Grantor and provided that such excavations shall be planned to cause minimal disruption to the Property, including without limitation the use of the surface of the Easement Area. Without limiting the generality of the foregoing, such excavations shall be, to the extent practical, planned to permit the continued use of the surface of the Easement Area as a private way open to public travel, including, without limitation, the parking of automobiles, walkways, bike paths, paved areas, benches, lawn, landscaping elements and other minor improvements. Upon the receipt of such notice, Grantor shall, at its own expense, cause to be removed from the surface of the Easement

Area in a timely fashion all motor vehicles and other removable obstructions which might interfere with such excavation or other work. Should Grantor not remove all removable fixtures or surface obstructions within twenty (20) days of receipt of notice of the proposed work or excavation, the Commission or its contractors shall thereafter have the right to do so at Grantor's expense. Commission, its employees or contractors, may preserve specialty paving materials at the request of the Grantor, to be installed at the sole cost and expense of the Grantor. Any trees, shrubs or other landscaping and obstructions placed within the Easement Area other than as shown on (i) the plans attached hereto and incorporated herein as Exhibit C, entitled One Marina Park Drive, Fan Pier Building F, Boston, MA, Materials Plan, Drawing Number L1.01 dated October 22, 2007 (the "Marina Park Drive Design Plan") and (ii) the plans attached hereto and incorporated herein as Exhibit D entitled "License No. 11907, Sheet 4 of 23, Key Plan, Sheet 6 of 23, Fan Pier Park Part Plan, and Sheet 9 of 23, Parcels D and E Streetscape Part Plan (the "Future Plans," and together with the Marina Park Drive Design Plan, the "Design Plans") without the prior written consent of the Commission will not be replaced by the Commission. The Commission shall proceed promptly to perform any proposed work or excavation and shall perform all such work or excavation in a good and workmanlike manner in accordance with all applicable laws, regulations and ordinances ("Laws"). Upon completion of such excavation, the Commission shall restore the surface of the Easement Area as follows: paved areas will be replaced with asphalt or concrete only, and unpaved areas, if any, will be filled to grade with clean fill, and in all cases the Commission shall replace any removable fixtures or surface obstructions that were moved by the Commission in connection with such work.

- (b) The Commission has the right to relocate the Facilities within the Easement Area at the Commission's expense and subject to the provisions of this Agreement, including without limitation, Section 6(c) hereof. In such event, the Commission shall deliver to Grantor a plan depicting the location of the relocated Facilities and a set of as-built plans, certified by the architect or engineer in charge of such relocation. The Grantor agrees to deliver to the Commission such instruments or agreements as may be reasonably necessary to enable the Commission to exercise its rights pursuant to this Agreement, provided that the reasonable expense of preparing the same shall be paid by the Commission.
  - (c) After acceptance thereof, the Commission shall maintain the Facilities installed in the Easement Area in good order and repair and in accordance with all Laws, and in a manner that will prevent sewage from flowing onto the Property.
6. Grantor hereby excepts and reserves from the foregoing grant the following:
- (a) Subject to the right of the Commission to approve construction over or within the Easement Area, which approval shall not be unreasonably withheld or delayed, Grantor reserves the right to use the Easement Area for any legal purpose whatsoever provided that such use shall not unreasonably interfere with the rights of the Commission hereunder or damage the Facilities. Grantor shall notify the Commission and obtain its written permission, prior to commencement of any construction or alteration to the surface or subsurface areas of the Easement. Without limiting the generality of the foregoing, Grantor reserves the right to use the surface area of the Easement Area for the travel of automobiles, roadways, walkways, paved areas, benches, lawn, landscaping elements and other minor improvements, and the Commission hereby approves such construction and agrees that such shall not be deemed to interfere with its rights hereunder; provided however, that no permanent structures shall be constructed or installed within the Easement Area, including, without limitation, fences, without first obtaining written permission from the Commission to do so (except as provided on the Design Plans). Notwithstanding the foregoing, the Commission hereby consents to the planting of trees by Grantor within the Easement Area, provided that no trees may be planted directly above the Facilities and that Grantor shall remove and replace any tree within the Easement Area that interferes with the maintenance and repair of the Facilities.

Prior to the installation of any of the Facilities to be located within the Water Easement Area, the party that will be installing such Facilities shall identify, in writing, a four-foot (4') wide corridor (the "Water Line Corridor") in which all Facilities shall be installed. All Facilities to be installed within the Water Easement Area shall be located within the Water Line Corridor and Grantor shall not plant any trees within the Water Line Corridor. Grantor also reserves the right to change the grade of the Easement Area provided that the Grantor shall, at its own expense, cause all castings and similar facilities to be adjusted as may be required by the Commission.

- (b) Upon the written request of Grantor for the Commission's consent thereto, the Commission will not unreasonably withhold or delay Commission's consent to the grant of easements or licenses by Grantor or other rights over, within, under, on or through the Easement Area to the providers of gas, telephone, electric, cable, fiber optic and other similar services, which providers may include Grantor or an affiliate thereof, (hereinafter "Utility Provider") to install, maintain, repair, relocate and replace utility facilities such as, but not limited to, water, drainage lines, gas, electric, telephone, cable, and fiber optic lines, including piping and related equipment (referred to herein as the "Utility Work") upon the terms and conditions requested by Grantor, provided that: (a) the granting of said licenses, easements, or other rights shall in no way subordinate the rights of the Commission herein; (b) the granting of such licenses or other rights will not unreasonably interfere with the Commission's rights hereunder; (c) the Utility Work shall be performed at no cost to Commission; (d) the Utility Work shall conform to the requirements of Laws and the Utility Provider(s), including the Commission's water and sewer regulations; (e) if the location of the Utility Work materially impairs the Commission's exercise of the Easement rights granted by this instrument, the Commission shall have the right to order the Utility Provider or utility owner to relocate said subordinate Utility Work or other facilities, either temporarily or permanently within the Easement Area, at no cost to the Commission; and (f) Grantor or the Utility Provider, within thirty (30) days after completion of any subsurface improvements hereunder, shall deliver to the Commission a set of as-built plans or drawings showing the location of such subsurface improvements installed by Grantor or the Utility Provider. Notwithstanding the foregoing, the Commission hereby consents to all of the Utility Work shown on the Design Plans, including without limitation the construction by Grantor within the Easement Area of drainage lines within the Easement Area (i) as shown on the Easement Area A Site Plans and (ii) the extension of such drainage lines in a manner consistent with the lines shown on the Easement Area A Site Plans, which drainage lines shall not be subject to relocation.
- (c) Subject to the right of the Commission to approve construction over or within the Easement Area, which approval shall not be unreasonably withheld or delayed, the Grantor reserves the right to construct, maintain and repair underground improvements, including without limitation footings, tiebacks, parking facilities, tunnels, and tanks, beneath the Easement Area, and to use the Easement Area in connection with such construction, maintenance or repairs as may be necessary or convenient from time to time (the "Underground Work") and, in connection therewith, to temporarily remove or relocate such portions of the Facilities as may be necessary in order to complete the Underground Work, provided that the Grantor shall at its own expense cause the Facilities to be returned to their original condition.

7. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") against and from all expenses, liabilities, obligations, damages, penalties, claims, actions, and costs (including reasonable attorneys' fees) paid in connection with the loss of life, bodily injury or damage to property (i) caused by the exercise of its rights hereunder by the Indemnifying Party or its agents, contractors, servants, employees, invitees or licensees, or (ii) caused by the Indemnifying Party's failure to perform any obligation under this Grant of Easement, unless such expense, liability, obligation, damage, penalty, claim, action or cost is caused by an intentional or negligent act or omission or failure to perform any of its obligations under this Agreement by the Indemnified Party or its agents, contractors, servants, employees, invitees or licensees.

8. Grantor expressly agrees to defend, indemnify and hold the Commission, including but not limited to, its commissioners, officers, employees, agents, successors and assigns (the "Commission Parties") harmless from and against any and all liabilities, losses, damages and cost, expenses (including, without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising out of or in connection with the existence, release or threatened release of oil, petroleum or other hazardous materials, hazardous waste or hazardous or toxic substances, all as defined pursuant to applicable Massachusetts and federal laws, regulations and codes, (collectively "Hazardous Materials"), in, to, around, under, on or within the Easement Area and the Property. Without limiting the foregoing, in the event that any such Hazardous Materials are determined to be located in, to, around, under, on or within the Easement Area, and the Commission must excavate in said Easement Area, the Grantor shall, at the Grantor's sole cost and expense, promptly remove the same from the Easement Area in a manner complying with all applicable Laws except to the extent that such Hazardous Materials are present as a result of the activities of any Commission Party. The provisions of this Section shall survive the termination or expiration of this Agreement.

9. Whenever by the terms of this instrument, notices may or are to be given either to the Grantor or to the Commission, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States first class mail (provided that a facsimile is sent at the time of the mailing), or by certified or registered mail (return receipt requested),

If intended for Grantor:

Fan Pier Development LLC  
c/o The Fallon Company  
2 Seaport Lane, Suite 1100  
Boston, Massachusetts 02210  
Attention: Joseph F. Fallon

and

Cornerstone Real Estate Advisers LLC  
180 Glastonbury Boulevard, Suite 200  
Glastonbury, Connecticut 06033  
Attention: Northeast Regional Director

with a copy to:

DLA Piper US LLP  
33 Arch Street, 26th Floor  
Boston, Massachusetts 02110  
Attention: John E. Rattigan Jr., Esq.

If intended for the Commission to:

Boston Water and Sewer Commission  
980 Harrison Avenue  
Boston, Massachusetts 02119  
Attention: Executive Director

with a copy to:

Chief Engineer

with additional copy to:

General Counsel

or to such other address or addresses as may be specified by either party to the other by like notice.

10. The rights, liabilities, agreements and obligations herein granted and set forth shall inure to the benefit of and be binding upon the heirs, successors, assigns, representatives, transferees and mortgagees

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of, as applicable, and upon all other persons claiming by, through or under, Grantor or the Commission, respectively. Notwithstanding the foregoing, the parties shall only be responsible hereunder for matters occurring and claims arising during their respective periods of ownership of their respective property rights. Neither Grantor nor any of its officers, directors, managers, employees, agents, or members, nor any other party shall have any personal liability for the performance of any obligation under or arising pursuant to this Agreement.

11. This Agreement contains the entire agreement of the parties with respect to the matters set forth herein and supersedes any prior agreements relating to the matters set out herein. This Agreement may be amended only in writing, signed by duly authorized representatives of Commission and Grantor, and recorded with the Registry.

12. This Agreement confers no rights upon third parties and may be enforced by only the parties and their respective successors and assigns as owners of the Property and the Easement.

IN WITNESS WHEREOF Grantor and the Commission have caused this Agreement to be executed under seal this 28th day of February, 2008.

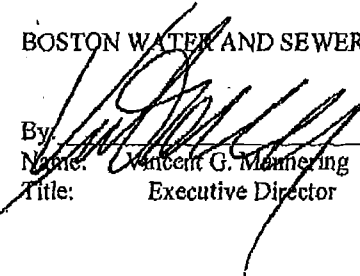
FAN PIER DEVELOPMENT LLC,  
a Delaware limited liability company  
By: Cornerstone Real Estate Advisers LLC,  
Manager

By:   
Name: Michael E. Zammittl  
Title: Managing Director

Approved as to Form

By:   
Office of General Counsel

BOSTON WATER AND SEWER COMMISSION

By:   
Name: Vincent G. Manning  
Title: Executive Director

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STATE OF CONNECTICUT

ss: Glastonbury  
COUNTY OF HARTFORD

This instrument was acknowledged before me on February 28, 2008, by Michael E. Zammitti, Managing Director of Cornerstone Real Estate Advisers LLC, a Delaware limited liability company, as Manager and on behalf of Fan Pier Development LLC, a Delaware limited liability company, as his free act and deed and the free act and deed of said Manager and said limited liability company.

Karen L. Sandahl

Notary Public

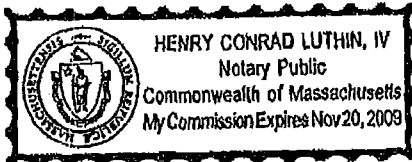
My Commission Expires: Karen L. Sandahl  
Printed Name of Notary: Notary Public  
**My Commission Expires April 30, 2010**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

March 14, 2008

Then personally appeared before me the above-named Vincent G. Mannering, Executive Director of the Boston Water and Sewer Commission, duly authorized, and acknowledged his signature to be his free act and deed, before me.



Henry Conrad Luthin, IV  
(official signature and seal of notary)  
Name: Henry Conrad Luthin, IV  
My commission expires: 11/20/09

Exhibit A

Easement Plan

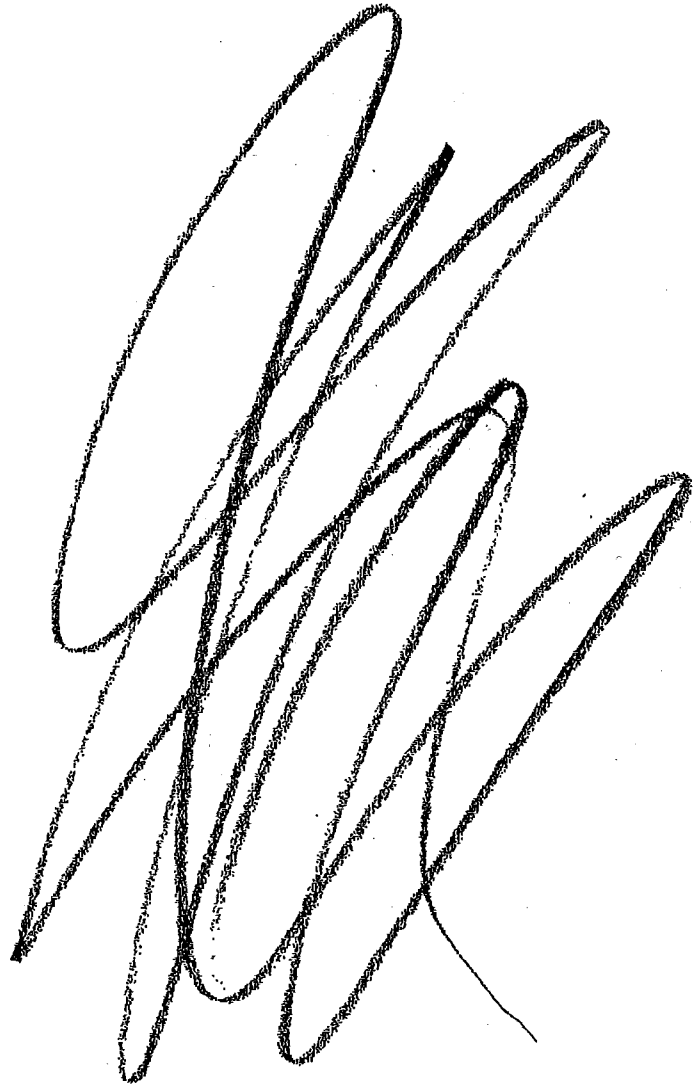




Exhibit B

Form of Certificate of Acceptance

This Certificate of Acceptance is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Boston Water and Sewer Commission, a body politic and corporate and political subdivision of The Commonwealth of Massachusetts, duly organized and existing pursuant to the provisions of Chapter 436 of the Acts and Resolves of 1977 and having a usual place of business at 980 Harrison Avenue, Boston, Massachusetts 02119 (the "Commission") and Fan Pier Development LLC, a Delaware limited liability company having a usual place of business at Two Seaport Lane, Suite 1100, Boston, Massachusetts 02210 ("Grantor").

WHEREAS, the Commission and Grantor are parties to that certain Grant of Easement and Easement Agreement dated as of February 28, 2008, recorded with the Suffolk County Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_ (the "Agreement"). Capitalized terms used herein without definition which are defined in the Agreement shall have the meanings ascribed to them therein).

WHEREAS, pursuant to Section 4 of the Agreement, the Grantor has constructed and the Commission has accepted and approved those Facilities constructed in the portion of the Easement Area described on Exhibit 1 annexed hereto and incorporated herein by this reference; and

NOW THEREFORE, for consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and for the mutual covenants contained herein, the Commission and Grantor hereby agree that the portion of the Easement Area described on Exhibit 1 is a Accepted Area, and Grantor hereby conveys to the Commission all of its rights and interest in the Facilities located in such Accepted Area, and the Commission hereby assumes ownership of such Facilities and all liability therefore in accordance with the Agreement.

Nothing contained herein shall alter or grant any additional rights, title of interest to the Commission, other than the ownership of said Facilities and the easement rights as set forth in the Agreement.

IN WITNESS WHEREOF Grantor and the Commission have caused this Certificate of  
Acceptance to be executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FAN PIER DEVELOPMENT LLC,  
a Delaware limited liability company  
By: Cornerstone Real Estate Advisers LLC,  
Manager

By: \_\_\_\_\_  
Name:  
Title:

BOSTON WATER AND SEWER COMMISSION

By: \_\_\_\_\_  
Name: Vincent G. Mannering  
Title: Executive Director

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

STATE OF CONNECTICUT

SS: \_\_\_\_\_  
COUNTY OF HARTFORD

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_,  
\_\_\_\_\_ of Cornerstone Real Estate Advisers LLC, a Delaware limited liability company, as  
Manager and on behalf of Fan Pier Development LLC, a Delaware limited liability company, as his free act  
and deed and the free act and deed of said Manager and said limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. \_\_\_\_\_, 20\_\_

Then personally appeared before me the above-named Vincent G. Mannering, Executive Director  
of the Boston Water and Sewer Commission, duly authorized, and acknowledged his signature to be his  
free act and deed, before me.

\_\_\_\_\_  
(official signature and seal of notary)  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit C

Marina Park Drive Design Plan



ELIUS | MANHOLE  
INDICATES

Location of Street  
Right-of-Way Boundary  
Lot Line

On Marina Park Drive  
Pier Pier Building F

1. 1/4" = 1' - 0"

2. 1/8" = 1' - 0"

3. 1/16" = 1' - 0"

4. 1/32" = 1' - 0"

5. 1/64" = 1' - 0"

6. 1/128" = 1' - 0"

7. 1/256" = 1' - 0"

8. 1/512" = 1' - 0"

9. 1/1024" = 1' - 0"

10. 1/2048" = 1' - 0"

11. 1/4096" = 1' - 0"

12. 1/8192" = 1' - 0"

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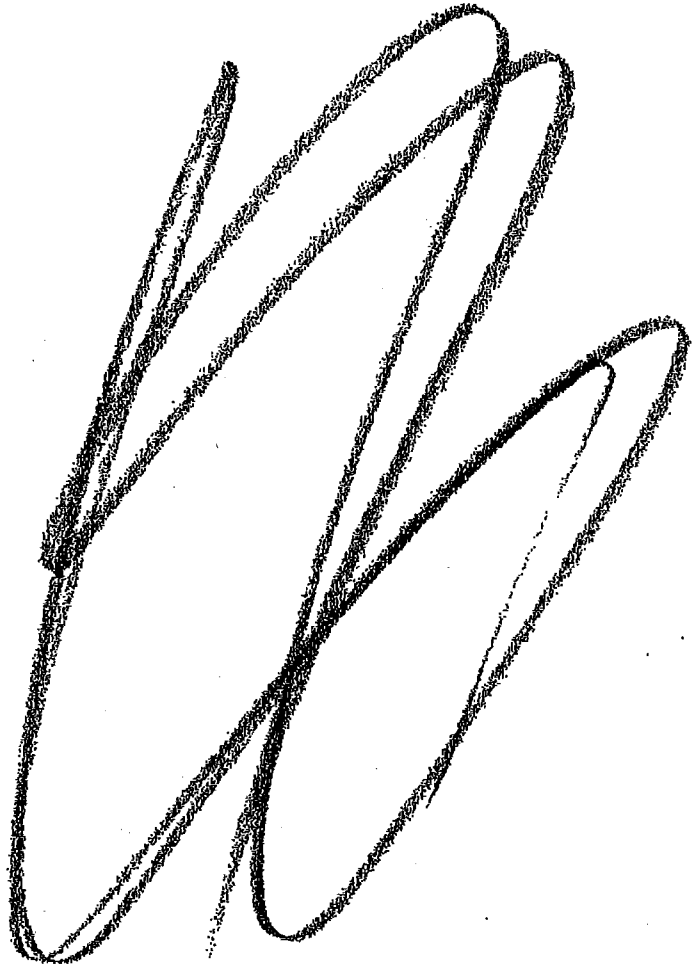
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Exhibit D

Future Plans

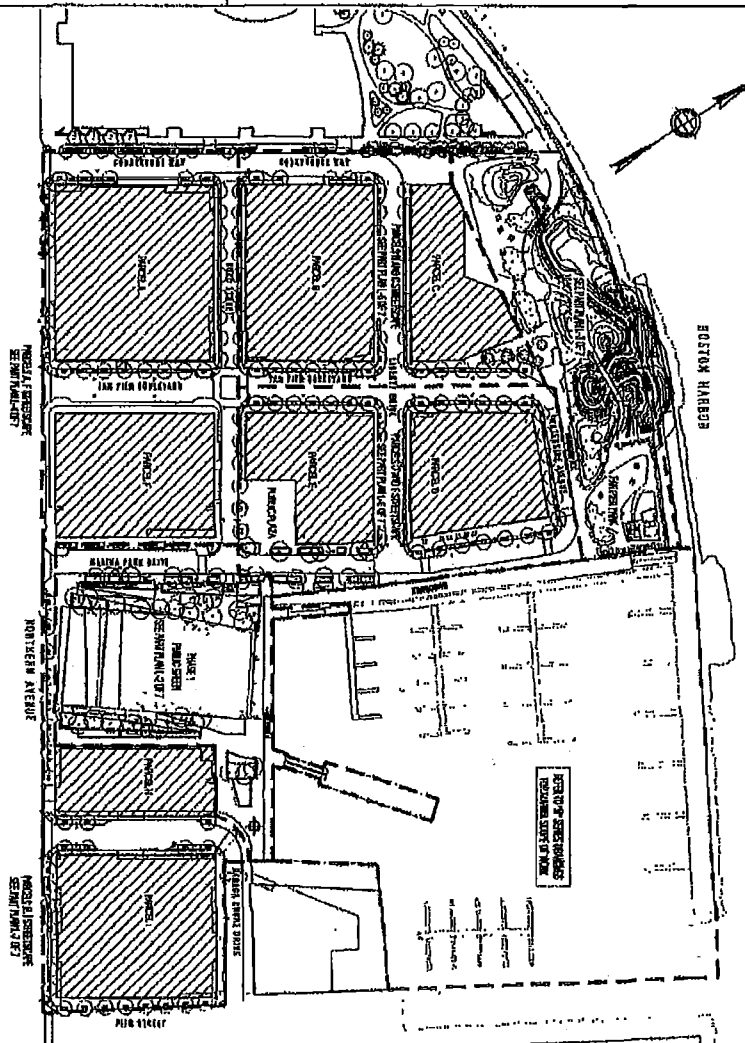


I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS  
TO THE RULES AND REGULATIONS OF THE REGISTERS  
OF DEEDS.



*John M. Schmitt*  
SIGNATURE

9/5/07  
DATE



 PARCEL AREA  
EXCLUDED FROM STREETScape

SHEET 4 OF 23  
KEY PLAN

LICENSE NO. 71907  
Approved by Department of Environmental Protection  
Date SEP 25, 2007 SCALE:  
1" = 150'

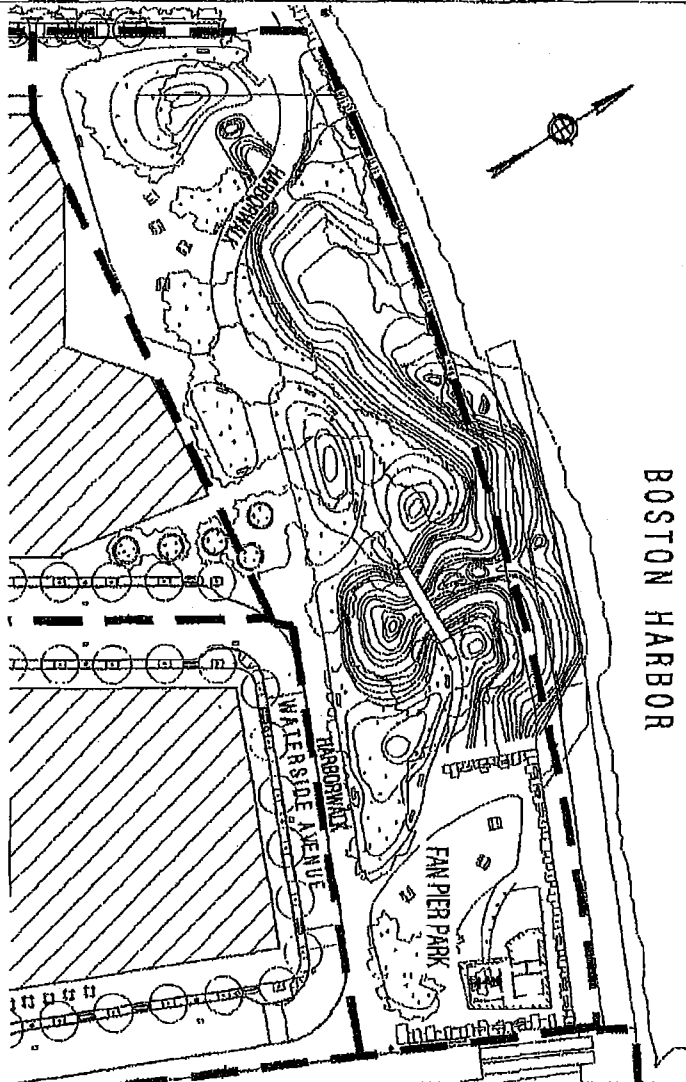


I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS  
TO THE RULES AND REGULATIONS OF THE REGISTERS  
OF DEEDS.



*John M. Schmitt*  
SIGNATURE

9/5/07  
DATE

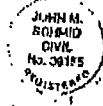


LICENSE NO. 11907  
Approved by Department of Commonwealth Protection  
on SEP 25 2007 SCALE:



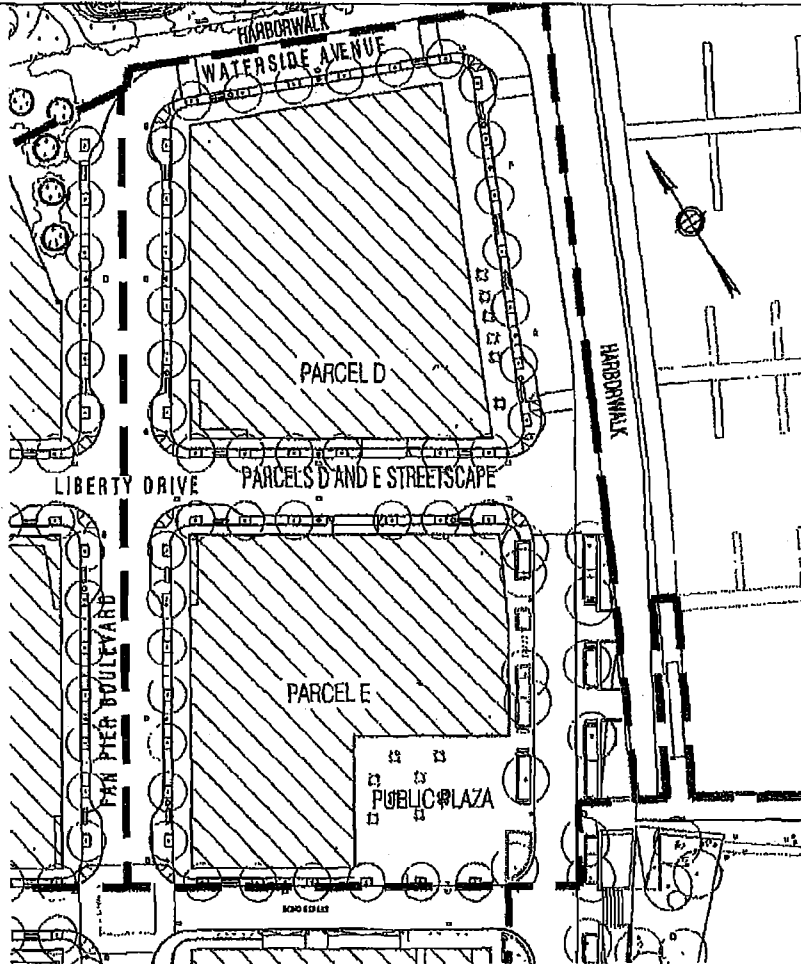
SHEET 6 OF 23  
FAN PIER PARK PART PLAN

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS  
TO THE RULES AND REGULATIONS OF THE REGISTERS  
OF DEEDS.



*John M. S. L.*  
SIGNATURE

9/15/07  
DATE



SHEET 9 OF 23  
PARCELS D AND E STREETScape PART PLAN

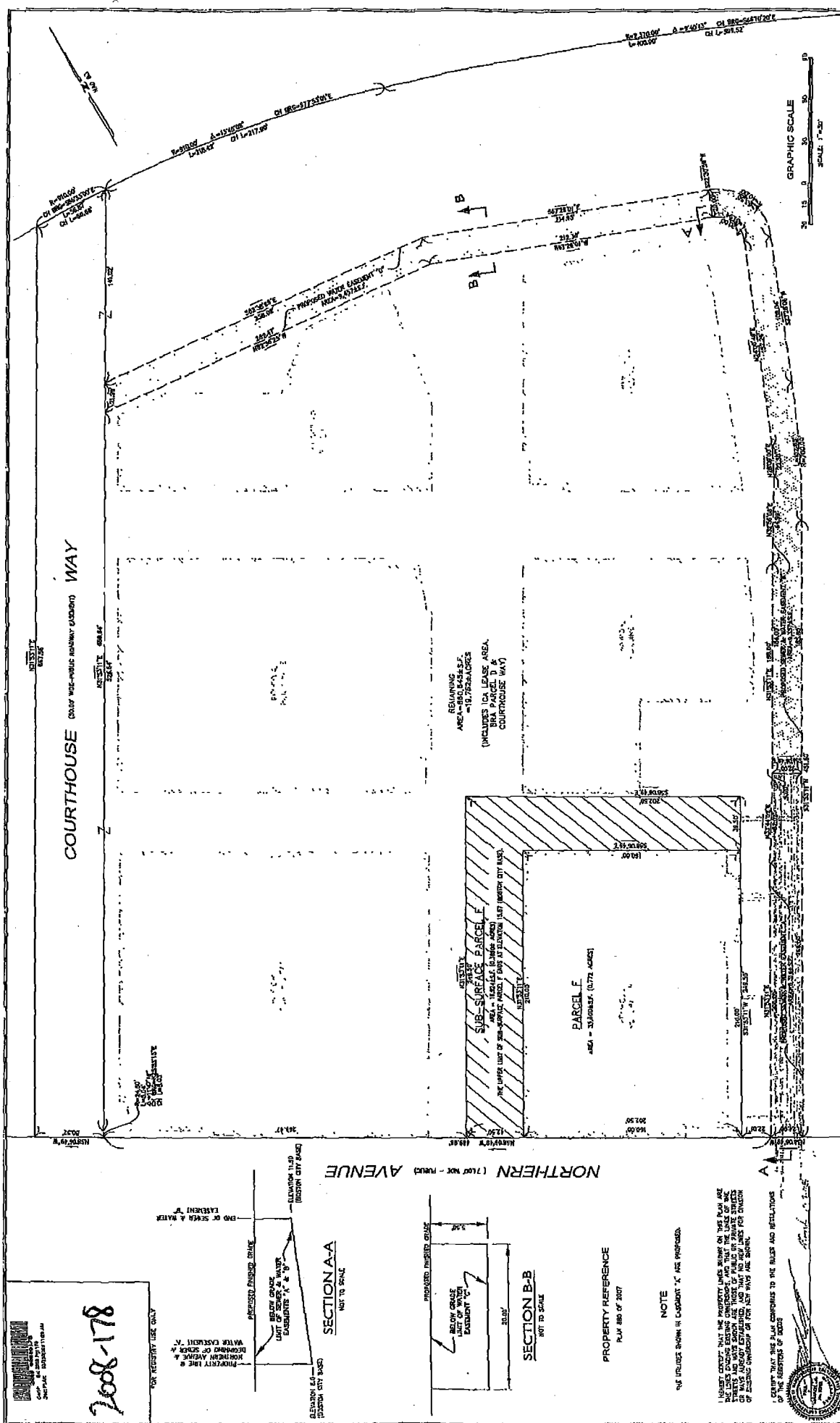
PROJECT NO. 11907

Prepared by: [illegible] of Environmental Protection

Date: SEP 25 2007

SCALE:





**SEWER & WATER EASEMENT PLAN**

FAN PIER DEVELOPMENT

NORTHERN AVENUE, BOSTON, MASSACHUSETTS

PROPOSED FOR

**THE FALLON COMPANY**

2 SEAPORT LANE, BOSTON, MASSACHUSETTS 02210

**EX-1**

SHEET

OF 1

**PROJECT #** 2208

**DATE** 03/13/2008

**PREPARED BY** J.A.

**CHECKED BY** J.A.

**DATE** 03/13/2008

**www.mitchell-engineering.com**

185 Lincoln Street, Suite 200

Boston, MA 02111-2403

T: (617) 338-0063

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**PROJECT #** 2208

**DATE** 03/13/2008

**PREPARED BY** J.A.

**CHECKED BY** J.A.

**DATE** 03/13/2008

**PROJECT #** 2208

**DATE** 03/13/2008

**PREPARED BY** J.A.

**CHECKED BY** J.A.

**DATE** 03/13/2008

2008-178

