

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CONSERVATION AND RECREATION  
AND  
SEAPORT LANDING CONDOMINIUM TRUST  
FOR CONSTRUCTION OF A RETAINING WALL AND  
REPAIR OF THE BOARDWALK AND WALKWAYS AT  
154 LYNNWAY  
LYNN, MASSACHUSETTS

1. Parties

The Parties to this Memorandum of Agreement (“Agreement”) are the Commonwealth of Massachusetts acting by and through its DEPARTMENT OF CONSERVATION AND RECREATION, with its principal place of business at 10 Park Plaza, Suite 6620, Boston, MA 02116 (“DCR”), and SEAPORT LANDING CONDIMIUM TRUST, the organization of Unit Owners of the Seaport Landing Condominium, acting by through a majority of the Board of Trustees, with a property address of 154 Lynnway, Lynn, Massachusetts ( “Seaport Landing Condominium Trust” or “Grantor”).

2. Background and Purpose

This Agreement is a requirement of Section II.C. of a certain Grants of Easement (“Easement” or collectively, “Easements”) by and between Seaport Landing Condominium Trust (“Grantor”) and Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation (“Grantee” or “DCR”), dated as of \_\_\_\_\_, 202\_. The Easement pertaining to “Easement 2” is recorded in the Essex County South District Registry of Deeds in Book \_\_\_\_\_, Page\_\_\_\_\_. The Easement pertaining to Easement 1, Easement 3, and Easement 4 is recorded in the Essex County South District Registry of Deeds in Book \_\_\_\_\_, Page\_\_\_\_\_.

3. Easement Areas

The Easement Areas are shown on the plan of land entitled: “Easement Plan for Lynn Heritage State Park, 150-154 Lynnway, Lynn, Massachusetts, Essex County” dated March 20, 2025 and recorded herewith in the Essex County South District Registry of Deeds Plan Book \_\_\_\_\_, Plan\_\_\_\_\_ (hereinafter “Easement Plan”).

4. Term

The term of this Agreement shall commence upon the date the Easements are recorded and shall terminate on November 30, 2034.

5. List of Contractors; Schedule of Work; Definition of Contractors.

Prior to any entry upon any Easement Area, Grantee shall supply Grantor with a list of (a) any and all of the Contractors needing access to such Easement Area(s) on the Grantor's common land; and (b) any construction equipment to be brought within such Easement Area(s) by Grantee or any of its Contractors.

For purposes of this instrument, the terms "Contractor" or "Contractors" shall mean and include any contractor, subcontractor, supplier, employee, agent, licensee, or other person(s) who performs, provides or supplies any labor or materials for or in connection with the exercise of any of the rights or easements granted to Grantee as referenced in Paragraph 2.

6. Insurance. During the Agreement term, Grantee shall cause each of its Contractors to secure and maintain the following insurance coverages at all times while performing any work on, to, within, or affecting (or otherwise entering upon or being present upon) any of the Easement Areas pursuant to the rights and easements granted to Grantee as referenced in Paragraph 2:
  - A. Commercial General Liability insurance against claims for bodily injury, death and property damage occurring on or about the easement area or arising out of the use of the easement area for the purposes described herein, with limits of no less than \$2 million per occurrence and \$3 million annual aggregate. Such policies shall be endorsed to include XCU (explosion, collapse and underground), Premises/Operations, Independent Contractor's Protective; Product and Completed Operation Broad Form Property Damage, and Contractual Liability; written on an "occurrence" form.
  - B. Comprehensive Automobile Insurance with a single limit provision written on an occurrence basis, covering all owned vehicles, hired vehicles, or non-owned vehicles for all personal and property damages arising out of bodily injuries, death or destruction of property and subject to a limit of a minimum of not less than \$1 million and \$3 million aggregate for damages arising out of injury to or destruction of property.
  - C. Worker's Compensation insurance (including All-States Endorsement): no less than \$100,000 bodily injury by accident; \$500,000 bodily injury by disease or such greater amount is required under Massachusetts law; \$100,000 each person; and Employer's Liability Insurance with minimum limits of not less than \$1 million.
  - D. Pollution Legal Liability insurance with a minimum limit of \$2 million.
  - E. Excess Liability/Umbrella coverage of \$5 million.

The parties acknowledge and agree that Grantee, as an agency of the Commonwealth, is self-insured and that Grantee therefore is not authorized by law nor required by agreement to procure or maintain insurance of any kind for payment of damages to any party. All issues regarding insurance and liability on the part of the Grantee shall be governed by the provisions of G.L. c. 258, and all other applicable laws of the Commonwealth. This provision, however,

shall not excuse Grantee from complying with the other insurance provisions of this Paragraph 6 with regard to insurance to be obtained and maintained by Contractors or other persons entering upon or otherwise providing labor or materials with respect to any of the easement areas pursuant to the rights and easements granted to Grantee.

Grantee shall provide, or cause each applicable Contractor to provide, Grantor with certificates of insurance from each Contractor hereunder evidencing compliance with the insurance requirements of this Paragraph 6, prior to such Contractor entering upon the Grantor's common land to undertake any work or otherwise exercise any right or easement granted to Grantee. Each policy of insurance shall (a) be in a form and with a company reasonably satisfactory to Grantor, authorized to do business in Massachusetts, and having an A.M. Best Rating of "A-" or better; (b) other than in the case of workers' compensation and employer's liability, name Grantor and its agent (property manager) as additional insureds, such status not being subject to any condition; (c) provide that it shall not be altered or cancelled by the insurer during its term without first giving at least ten (10) days' notice in writing to Grantor; and (d) provide that any act or omission of the Grantor shall not prejudice the rights of Grantor as a party insured under said policy or certificate of insurance. Such policies shall include a contractual liability endorsement covering the indemnities of Grantee's Contractors. Such policies shall be primary over and above any policies held by Grantor and non-contributory.

7. Risk of Loss. The Grantee agrees that the Grantee and its Contractors shall enter upon the Easement Areas at their risk. Grantor shall not be liable to the Grantee or any third-party Contractors or any employees, agents, representatives, permittees or invitees of the same, or any person or entity claiming by or through any of them, for any claim whatsoever for any injury, loss or damage to any persons or property that occurs on the Easement Areas unless caused by negligence, reckless or intentional conduct of the Grantor.
8. Access to and from Easement Areas. No portion of Grantor's common land shall be used by Grantee or its Contractors for access to or from any Easement Area without on each occasion the prior written consent of Grantor, such consent not to be unreasonably withheld or delayed if access is not available directly from a public way or land owned or controlled by Grantee. Any such consent may be issued subject to reasonable conditions, including such as may be required by Grantor to protect the common elements, units and property upon the premises of the Condominium from damage or to promote the safety of persons upon the Condominium premises, or that may be required for continuing compliance by Grantee and its Contractors with Grantees' covenants and agreements hereunder and as referenced in Paragraph 2.
9. Provisions as to Contract Documents for Conduct of Work in Easement Areas.
  - A. Vibration Monitoring Criteria: In recognition of the proximity of the building to certain work areas within or near occupied residential buildings of the Condominium, Grantee agrees to the following specifications sections in Section 02213 regarding vibration monitoring criteria:

- (i) Section 3.02-10 shall establish separate thresholds: maximum particle velocity of 0.3 in/sec for frequencies up to 40 Hz and 0.5 in/sec for frequencies greater than 40 Hz.; and
- (ii) Section 3.02-11 shall establish separate thresholds: maximum particle velocity of 0.75 in/sec for frequencies up to 40 Hz and 1.0 in/sec for frequencies greater than 40 Hz.
- (iii) Vibration monitoring shall be continuous throughout the period that work is ongoing.

B. Pre-construction Existing Conditions Survey: Prior to Grantee or any of its contractors engaging in relevant work (i.e., driving pile, structural changes) upon the Grantor's common land pursuant to the rights and easements granted herein, Grantee shall provide Grantor with the pre-construction existing conditions survey ("Survey") required under Sec. 02213, Part 1.01.B.1 of the specifications for the DCR project as to which the rights hereunder are being granted ("Grantee's Project") for review. Grantee agrees that the Survey specification will be modified to require (i) no less than six (6) seismographs (equivalent to 2 seismographs per address) and a settlement monitoring plan with displacement monitoring points (DMP's) reasonably acceptable to Grantor; (ii) to clarify that the Survey will include, without limitation, the exterior of each residential building of the Condominium and the units and interior common elements thereof, including all structural elements, finish elements, and windows and doors, and (iii) to add that the Survey includes all paved areas on the Grantor's common land that are located within an Easement Area or that may or will be used by or with Vehicles for access to or from any of the Easement Areas including, without limitation (a) the paved entry area abutting Easement 1 and leading to and from Easement 2 ("Entry Area") as to which the Grantor has granted Grantee a revocable access license simultaneously herewith for exercise in connection with performance of Project work within Easement 2; and (b) the paved circle and pathway located between such Entry Area and Easement 3; and also includes, as to each such paved area and any adjacent landscaped, grassed, planted, or other improved areas (collectively, "Landscaped Areas"), any utility, septic tank, drainage or other installations serving the Condominium, and any associated lines, pipes, or equipment located therein or thereunder (collectively, "Condominium Installations"); and (c) the marina fuel tanks.

C. Preliminary Site Utilization Plan: Prior to entry by Grantee or any of its contractors upon the Grantor's common land pursuant to the rights granted herein, Grantee shall provide Grantor with a reasonably detailed preliminary site utilization plan ("Preliminary Site Utilization Plan") that (i) indicates how the Easement Areas (and any associated access areas on the Grantor's common land that may be approved by Grantor, including the Entry Area) will be utilized in connection with the conduct of the Grantee's Project (e.g., construction vehicle and personnel access locations, resident vehicle and personnel access locations, impacts on egress doors to the boardwalk, fence limits, gate locations, temporary lighting and safety measures, port-a-john locations, material storage locations, construction trailer locations, etc.), and (ii) describes how the Contractor(s) will protect (a) each of the Easement Areas, (b) the residential buildings and units of the Condominium (including, without limitation, the structural elements, finish elements, and windows and doors and ingresses/egresses of such buildings), (c) the other

common elements of the Condominium (including, without limitation, the Entry Area, and all other paved surfaces, including driveways, walkways, pathways, and circles that will or may be used on foot or by or with Vehicles for access to or from any Easement Area, and any Landscaped Areas), and (d) the marina fuel tanks, from damage, disturbance, or other impacts or risks due to the presence on the Owner's common land of any Vehicles or the conduct of the work of the Project, for review. Grantor and Grantee acknowledge that the Preliminary Site Utilization Plan is subject to change to accommodate sequencing of construction.

For purposes of this Paragraph 8, the term "Vehicles" means and includes any and all automobiles, motor vehicles, trucks, trailers, construction equipment (e.g., excavator, loader), delivery equipment, and all other modes of travel, machinery, equipment, or materials associated with the Project.

D. Existing Ledger and Anchors: Grantee will modify the Specifications to add a requirement that a protective coating be placed over the cut-off ledger anchors to prevent or protect same from corroding and damaging surrounding concrete.

E. Pest Control. Prior to removal of the existing boardwalk associated with exercising the rights in the Easements, the Grantee or its contractor shall consult with a licensed exterminator or pest control technician to assess if rodents are currently present under the existing boardwalk on Grantee's property and within Easement 4 on the Easement Plan. Grantee shall, at its sole cost and expense, undertake recommended pest control measures in compliance with applicable policies and practices regarding protection of birds of prey such as eagles, hawks, and owls, and in coordination with Grantor's existing pest control measures, to prevent rodents displaced by construction from entering buildings on the Grantor's Premises. Grantee shall maintain the pest control measures until the boardwalk construction is complete.

10. Grantee's warranties and representations as to Exercise of Rights and Easements.

Grantee warrants and represents to Grantor that:

- A. The construction methods specified in the Contract Documents with Grantee's Contractor(s) for Easement 2 are intended to balance efficiency of work with the creation of less noise and vibration than other methods that could have been, but were not, specified in the Contract Documents.
- B. Grantee's Contractor(s) will be contractually bound to (i) comply with the Specifications, and Survey, and Site Utilization Plan provided for in Paragraph 8, above; (ii) monitor vibrations during the Work to avoid damage to any of the common elements or Units of the Condominium; (iii) adhere to the standard vibration threshold specifications for drywall cracking (and to the additional vibration threshold criteria set forth above in Paragraph 8(a), the sheet pile specifications (including deflection criteria), and the site utilization plan contained in the Contract Documents.

- C. No utilities of, or utility services to, the Condominium, including the common elements and the Units thereof, will be disrupted, temporarily or otherwise, or otherwise affected, by or in connection with the conduct of the Work.
  - D. The boardwalk to be installed by or for Grantee behind Building B of the Condominium pursuant to Easement 4 will not be attached to such Building but will be independently supported in a good and workmanlike manner in compliance with applicable Laws and Permits and the Contract Documents between Grantee and its Contractor(s).
  - E. Grantee will assign a full-time engineer, to oversee the Work of the Contractor(s).
11. Hours of Work; Condition of Premises; Storage of Equipment; Access of Residents. Construction work shall be conducted only on such weekdays (exclusive of Federal, state and local holidays), and during such weekday hours, as are permitted under the Ordinances of the City of Lynn. Grantee and its Contractor(s) shall keep the Easement Areas and other portions of the Grantor's common land free of materials, equipment and debris, and shall not store any materials, equipment, supplies or debris in any Easement Area or elsewhere on the Grantor's common land without the prior written consent of Owner; provided, however, that Grantee may permit its duly-authorized Contractor(s) to store within the Easement Area such equipment and materials as are associated solely with the Work to be undertaken in such Easement Area, subject to the following: (i) all such equipment and materials shall be stored within a fenced in area located solely within the Easement Area, (ii) DCR and its Contractor(s) shall bear all risk of loss and shall be solely responsible for securing such equipment and materials, and (iii) no such equipment and materials, or fencing, shall be installed in a manner as blocks, impedes or interferes with access to and from each building or Unit of the Condominium; provided, however, that to the extent Grantee provides Grantor with documentation confirming that closing off such access points temporarily during the Work in that Easement Area does not or will not create any violation of Laws or Permits, Grantee may temporarily limit use of the rear stairwell egress to Building B located within Easement 2 of the Condominium during such Work.
12. Occupancy of Grantor's Common Land; Utilities; Noise; Parking. The Grantee acknowledges that the buildings of the Condominium shall be continuously occupied during the conduct of any and all work in and to the Easement Areas. The Grantee covenants and agrees that no part of any such work will interfere with use or enjoyment of the common elements unless such element is part of a specific Easement Area or units of the Condominium or disrupt, disconnect, or interrupt utility service or access to any building or unit of the Condominium, or any abutting property. No use shall be made of utilities serving the Condominium in connection with any work within an Easement Area. Grantor shall have no obligation to provide or permit parking of Grantee or Contractors' vehicles on any of the Grantor's common land outside of Easement Area 2.
13. Mechanic's Liens. The Grantee covenants and agrees that it shall timely pay for all labor and materials in connection with any work performed in, to, or with respect to any Easement Area, and agrees that it will take any and all reasonable action necessary to secure the discharge and/or release of any mechanic's or materialmen's lien purportedly recorded against the

common elements or any unit of the Condominium in connection with any work to the extent such lien is authorized under G.L. c.254.

14. Compliance with Laws. Grantee, its agents, employees, Contractors, suppliers, licensees, and invitees shall comply with all applicable Federal, state and local laws, statutes, codes, ordinances, rules, regulations, by-laws, orders, judgments, permitting requirements, permits, authorizations, and approvals, as the same may be amended (“Laws”); and with any building permit, variance, special permit or other decision, authorization or approval (“Permits”) issued for or in connection with the exercise of any right or easement granted to Grantee hereunder. The Grantee shall be responsible for obtaining and maintaining in full force and effect all necessary Permit(s) to exercise the rights and easements granted hereunder and for compliance with all applicable Laws in the exercise of the rights and easements granted hereunder. Without limiting the generality of the foregoing, for purposes hereof, the term Laws includes all applicable Federal and state Laws pertaining to environmental regulations, spill prevention, contamination, clean-up or disclosures, and administrative orders, judgments, or permits, and Laws regulating generation, storage, use, containment or disposal of oil or other hazardous substances, materials or wastes or providing for the protection, preservation or enhancement of the natural environment.
15. Reserved Rights of Grantor. The Grantor reserves from the grants of rights and easements hereunder, for itself, its successors and/or assigns:
  - A. the right to pass in, through, over, under and upon each Easement Area for such existing and new uses as Grantor may determine, and for the purpose of placing utility lines, mains, telecommunications lines, shafts, pipes, ducts, conduits, wires and the like for the use and benefit of Grantor and Grantor’s common land, and to maintain, repair, replace and relocate such lines, mains, shafts, pipes, ducts, conduits, wires and the like in, through, over, under and upon the easement areas, provided the same do not unreasonably interfere with the exercise of the rights and easements granted to the Grantee as referenced in Paragraph 2.
  - B. the right at any time, upon reasonable notice, except in the event of an emergency, as determined by Grantor, when no notice shall be required, to inspect the easement areas and any exercise by the Grantee or any of its Contractors of the rights and easements referenced in Paragraph 2, provided such inspection does not unreasonably interfere with the exercise of such rights and easements. The foregoing right of inspection shall impose upon the Grantor no duty to inspect and shall impart no liability on Grantor for failure to inspect.
16. Timely Payment of Obligations. Grantee shall make full and timely payment of any monetary obligations and shall fully and promptly perform any non-monetary obligations established or arising hereunder.



20. Informal Communication. For informal day to day communication by phone, text message, or email regarding logistical matters related to the Work, Grantor and Grantee designate the following contacts to communicate directly with each other. If the designated personnel under this Paragraph 20 should change, written notice shall be provided under Paragraph 19.

Grantor: Gregory Robbins. P.E.  
Deputy Chief Engineer, Waterways & Coastal Engineering  
Director of Waterways  
Email: [Gregory.Robbins@mass.gov](mailto:Gregory.Robbins@mass.gov)  
Tel: 857-286-5393

Grantee: Alex McCoy  
Facility Manager  
Seaport Landing  
Email: [seaportfacilities@gmail.com](mailto:seaportfacilities@gmail.com)  
Tel: 978.559.1285

21. Waiver; Injunctive Relief. No waiver of any provision of this instrument by a party in any one instance shall be deemed a waiver in any other instance, and no delay in exercising any right of enforcement shall be deemed a waiver of such right.
22. Severability. Invalidation of any provision hereof shall in no way affect any other provision of this instrument, which shall thereafter remain in full force and effect.
23. Amendment. This instrument may be amended, modified or terminated at any time by an instrument in writing, duly executed and acknowledged by the parties, or, as the case may be, its or their respective successor(s) in title.
24. No Partnership or Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers, or render either of the parties liable for the debts or obligation of the other.
25. Governing Law. This instrument is entered into in, and shall be governed by the law of the Commonwealth of Massachusetts.
26. Compliance with M.G.L. c. 183A, §5(b). The parties certify compliance with M.G.L. c. 183A, § 5(b)(2)(i), to the extent applicable, in connection with the grants made herein. Each individual who signs this Agreement on behalf of an entity does so in his or her representative capacity, as indicated beneath his or her signature line, and not in his or her personal or individual capacity.
27. No Dedication. Except to the extent otherwise expressly provided in this instrument, the rights and easements granted hereunder shall not be construed as creating any rights in or for the general public.
28. Time of the Essence. Time is of the essence with respect to performance of the

covenants, conditions and obligations of the DCR under this instrument.

29. Entire Agreement. This instrument comprises the entire agreement between the parties. No other instrument of any kind, unless specifically listed herein, will be recognized as a modification hereto unless in writing signed by all of the parties hereto.
30. Execution by Trustees. Grantee hereby acknowledges that the Trustees or agent of the Trust execute this Agreement in their representative capacity and not individually. Grantee agrees that no Trustee, officer, agent, or employee of Grantor, and no unit owner of the Condominium, will be personally or individually liable hereunder for any obligations of the Grantor, and that neither the Grantor nor its Trustees, officers, agents, employees or beneficiaries will be liable to the Grantee or its Contractor(s) for consequential damages, lost profits, multiple damages or economic loss.
31. Paragraph Headings for Convenience. The headings of the sections or paragraphs of this Agreement are for convenience of reference only and do not form a part hereof, and do not modify, interpret or construe the intentions of the parties.

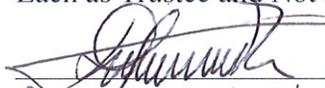
[signatures begin on next page]

Executed under seal as of the 31 day of March, 2025.

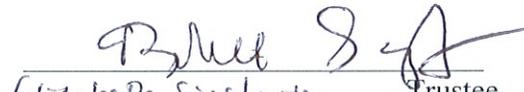
GRANTOR:

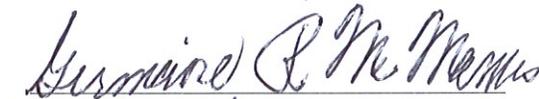
SEAPORT LANDING CONDOMINIUM  
TRUST

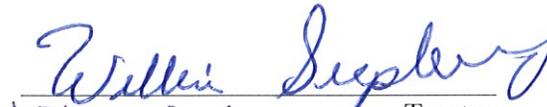
By a majority of its Board of Trustees  
Each as Trustee and Not Individually:

  
Drosoula Grantson, Trustee

  
Stephen Smith, Trustee

  
Elizabeth Sigsbury, Trustee

  
Germaine McManus, Trustee

  
William Sigsbury, Trustee

ACCEPTANCE BY GRANTEE

By signing below, the Grantee acknowledges that he has read the foregoing conditions and provisions and that he is duly authorized to act on behalf to sign on behalf of and bind Grantee Executed under seal as of the 17 day of April, 2025.

GRANTEE:

COMMONWEALTH OF MASSACHUSETTS  
Acting by and through its  
DEPARTMENT OF CONSERVATION AND  
RECREATION:



\_\_\_\_\_

Brian Arrigo, Commissioner

## **RIGHT OF ENTRY AGREEMENT**

Property Address: 154 Lynnway, Lynn MA

Date: April 24, 2025

The **Seaport Landing Condominium Trust**, the organization of Unit Owners of the Seaport Landing Condominium, acting by through a majority of the Board of Trustees (“Licensor”), for good and valuable consideration but no monetary consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant to the **Commonwealth of Massachusetts**, acting by and through its **Department of Conservation and Recreation**, with an address of 10 Park Plaza, Suite 6620, Boston, MA 02116 (the “Department”), and in accordance with and under the authority of section 38 of Chapter 132 and sections 2 through 3 of Chapter 132A of the Massachusetts General Laws, as amended, and all other statutory authority so enabling, and its successors, assigns and authorized employees, permittees, invitees and contractors, a temporary non-exclusive license (the “license” or “Right of Entry”), subject in all respects to the following terms and conditions, to enter upon the Entry Area (as hereinafter defined) and to pass and re-pass, as stated herein on the existing paved surface of the Entry Area, solely for access to adjacent property interests of the Department, and Easement Areas provided for in the Grant of Easement identified in Paragraph 2, below (collectively, the “Access”):

1. Entry Area. That portion of the Licensor’s property, situated in the City of Lynn known as “154 Lynnway” shown on Assessor’s Map 067-749-109 and described in the Master Deed recorded in Book 7824 Page 549 in the Essex South Registry of Deeds (the entire parcel hereinafter referred to as “Locus” described in said deed and shown as “Heritage Park Harbor Project Phase One” on “Plan of Land, Lynn, Massachusetts prepared for Seaport Development Associates” dated September 20, 1982 and recorded in Plan Book 178 Plan 90 in the Essex County South District Registry of Deeds) shown as Entry Area on the sketch plan attached hereto as Exhibit A and incorporated herein (“Entry Area”). Unless otherwise depicted on the Plan, only existing paved surfaces within the Entry Area may be used for Access hereunder.
  
2. Purpose. Licensor acknowledges that the purpose of the Right of Entry is to allow the Department, its authorized and duly insured employees, agents, authorized permittees, invitees, consultants, and contractors to pass and repass on and over the existing paved surface of the Entry Area for access to and from adjacent property interests of the Department and Easement 2 (“Easement Area 2”) which easement area is more particularly described below in Paragraph 4(a) in connection with the planned design, layout and construction of a replacement of the existing boardwalk, retaining wall, stairs and ramp (the “Project”). Access shall be permitted on foot, by vehicle, truck, trailer, construction equipment (e.g., excavator, loader) delivery equipment, and all other modes of travel or machinery reasonably necessary in the Department’s determination for the design, layout and construction the Project on adjacent property interest of the Department.

3. Required Notice and Term; Revocation. The Department shall provide the Licensor fourteen (14) days prior written notice (the “Commencement Notice”) of the date on which the Department and other parties listed in paragraph 2 will first enter the Entry Area (the “Commencement Date”). The Right of Entry shall be effective for three (3) years following the Commencement Date (the “Term”), provided, however, that the Right of Entry may be revoked sooner by the Licensor upon the earlier occurrence of any of the following: (i) completion of initial construction of all aspects of the Project for which Access to Easement Area 2 is reasonably required; or (ii) breach of this Agreement or the Easement Grant which breach is not cured within any permitted cure or “grace” period; whereupon the Right of Entry shall terminate and no longer be of any force or effect. The Department may terminate the Right of Entry at an earlier date by written notice to the Licensor. Obligations of the Department or its contractors to repair or restore Locus under Paragraph 4(c), shall survive any such revocation, expiration or termination.
  
4. Conditions and Limitations on Right of Entry.
  - a. Notwithstanding any other provision hereof, the Right of Entry is limited to the Entry Area specifically shown on Exhibit A. The Department shall have no right to enter upon, use or occupy any other portion of Locus unless Licensor approves such deviation in writing at least forty-eight (48) hours in advance. The Department may use the Entry Area for passage to and from Easement Area 2 but not for storage of materials and equipment, for staging of Work, or for parking of any vehicles or mobile equipment. At all times, the Right of Entry shall be exercised in a manner that does not impede or interfere with use of the entirety of the Entry Area by the Licensor, its agents, employees, contractors, invitees, or licensees, or by the Unit Owners and residents of the Condominium, their respective agents, employees, contractors, invitees or licensees, or as a means of access by the local fire department. The Department acknowledges that the Entry Area is a fire lane and warrants that neither the Department nor any of its agents, employees, contractors, licensees, invitees, or any other person claiming by, through or under the Department, will cause or permit any vehicle, mobile equipment, materials, or other property to be parked or stored, temporarily or otherwise, at any time within the Entry Area. For purposes of this Agreement, “Easement 2” is the easement area identified in that certain Grant of Easement by Licensor to the Commonwealth of Massachusetts, acting by and through the Department, and assented to by the City of Lynn, which grant is dated as of April 24, 2025, and recorded with Essex County South District Registry of Deeds in Book 42680, Page 12 (“Grant of Easement”).
  
  - b. The Department, directly or through its Contractor(s) will monitor and timely address impacts on the Entry Area, including those created by vibration or weight, due to exercise of the Right of Entry granted herein including, without limitation, impacts created by vehicles, trucks, mobile equipment, trailers, equipment, machinery or materials.

- c. The Department, directly or through its contractors, shall promptly repair and restore, at no charge to the Licensor, any waste or damage to the common elements of the Condominium or the individual units resulting from any Access upon the Entry Area or damage to the marina fuel tanks caused by such Access, including, without limitation, to the paved surface of the driveway within the Entry Area, and to any utility or drainage installations, lines, or equipment, and to any landscaped areas on the common elements of the Condominium, to substantially the same or better condition as exists at the Commencement Date. For purposes hereof, the term “landscaped areas” means and includes all grass, shrubs, plants, plantings, mulch, trees, and other natural or improvements commonly considered as constituting landscaping, and all associated improvements and property, natural or artificial, including irrigation systems and improvements or installations located within the landscaped areas.
  - d. Access shall be limited to work hours as set by the Department, but in no circumstances (except in the case of an emergency) shall access occur earlier than 6 am or later than 8 pm, with no work with heavy machinery to begin until at least 7 am or to continue later than 8 pm; provided, however, that such access shall be exercised only on weekdays (other than Federal, state or local holidays) and in compliance with any applicable limitations as to times and dates of work under applicable Laws, including ordinances of the City of Lynn.
  - e. Access shall be exercised in accordance with all applicable Federal, state and local laws, statutes, codes, ordinances, rules, regulations, by-laws, orders, judgments, permitting requirements, permits, authorizations and approvals, as the same may be amended ( “Laws”), including, without limitation, all motor vehicle licensing and registration Laws; Laws pertaining to environmental regulations, spill prevention, contamination, clean-up or disclosures, and administrative orders, judgments, or permits; and Laws regulating generation, storage, use, containment or disposal of oil or other hazardous substances, materials or wastes or providing for the protection, preservation or enhancement of the natural environment.
  - f. No access to or use of the Entry Area shall be exercised by the Department or any of the Department’s Contractors unless the Department first has complied with all terms and conditions for exercise of the rights and easements granted under the Grant of Easement.
5. No Interest in Real Property. The Right of Entry is a temporary license only. This Right of Entry Agreement shall not be construed as creating an easement, lease or any other interest in real property, or as affecting in any way any other rights the parties hereto may have.
6. Risk of Loss. The Department, for itself and its contractor(s), warrants and represents that, before executing this Agreement, the Department and its contractor(s) performed a thorough inspection of the Entry Area and is satisfied that said condition thereof is suitable for any vehicles, mobile equipment, or other equipment or materials for which

the Entry Area will be used. The Department agrees that the Department and its contractors shall enter upon the Entry Area at their risk. Licensor shall not be liable to the Department or any third-party contractors or any employees, agents, representatives, permittees or invitees of the same, or any person or entity claiming by or through any of them, for any claim whatsoever for any injury, loss or damage to any persons or property that occurs on the Entry Area unless caused by gross negligence, reckless or intentional conduct of the Licensor, or that occurs elsewhere on the Locus.

7. Insurance. Licensors understand that any claims against the Commonwealth of Massachusetts, including the Department, concerning personal injury, including death, and property damage are governed by Chapter 258 of the General Laws.

The Department shall require that third-party contractors entering the Right of Entry Area to procure and maintain, in full force and effect general public liability insurance against claims for personal injury, death or property damage, such insurance to afford protection to the limit of customary and reasonable amounts in accordance with the Department's standard construction specifications, and to provide that the same may not be canceled during the term of the Right of Entry. Any such policy insuring a third-party contractor shall also name the Licensor as an additional insured. The Department shall require that its contractors provide Licensor with certificates of such insurance before such party may exercise the license granted hereunder or otherwise enter upon the Entry Area.

8. Governing Law. This Right of Entry Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned Licensor and the Department have executed this Right of Entry Agreement in one or more counterparts as a sealed instrument as of the date first written above.

Licensor:

Majority of the Board of Trustees of  
Seaport Landing Condominium Trust  
and Not Individually

  
Germaine McManus, Trustee

  
Elizabeth Sigsburg, Trustee

  
Stephen Smith, Trustee

  
William Sigsburg, Trustee

  
Drosoula Grantsondi, Trustee

THE DEPARTMENT:

DEPARTMENT OF CONSERVATION  
AND RECREATION

By:



Name: Brian Arrigo

Title: Commissioner

**EXHIBIT A**





**GRANT OF EASEMENT**

Property Address: 154 Lynnway, Lynn, Essex County, Massachusetts

KNOW ALL PERSONS BY THESE PRESENTS, that the **Seaport Landing Condominium Trust**, created under Declaration of Trust dated July 9, 1985 and recorded with the Essex County South District Registry of Deeds in Book 7825 Page 001, as may be amended ("Declaration of Trust"), which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, Seaport Landing Condominium Trust, the organization of Unit Owners of the Seaport Landing Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated July 10, 1985, and recorded with Essex County South District Registry of Deeds in Book 7824, Page 549, as amended of record ("Master Deed"), acting by and through a majority of the members of its Board of Trustees ("Grantor"), for consideration of One Dollar (\$1.00) paid, grants to the **Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation**, 10 Park Plaza, Suite 6620, Boston, Massachusetts 02116, its successors and assigns ("Grantee"), in accordance with section 79 of Chapter 92 and sections 31-32 of Chapter 184 of the Massachusetts General Laws and all other statutory authority so enabling, and for the purposes set forth in Article 97 of the Amendments to the Massachusetts Constitution, for conservation and recreation purposes, the following rights and easements with QUITCLAIM COVENANTS shown on the plan of land entitled: "Easement Plan For Lynn Heritage State Park, 150-154 Lynnway, Lynn, Massachusetts, Essex County" dated March 20, 2025 and recorded herewith in the Essex County South District Registry of Deeds Plan Book 42680, Plan 10 (hereinafter "Easement Plan").

**I. PURPOSES AND USES**

- A. The perpetual right and easement to use and, if determined to be necessary in the Grantee's sole judgment, the right to maintain and operate as part of Lynn Heritage State Park ("LHSP"), that portion of the Grantor's common land, as defined by Paragraph IV.D., as is located within the area shown as "Easement 1" on the Easement Plan for the uses listed below. Included within this easement is the right of Grantee to authorize and allow the general public to pass and re-pass by foot on and over Easement 1 for conservation or recreation purposes in connection with such uses of the LHSP that immediately abuts Easement 1 to the west (shown as "N/F Commonwealth of Massachusetts" on the Easement Plan), subject to the rules and regulations of Grantee, as amended;. Grantor shall not be responsible for any work to be done in connection with the use, construction, repair, operation or maintenance of the LHSP including any portion of Easement 1, all of which

shall be the responsibility of Grantee at Grantee's sole cost and expense. Any such use by the general public shall be in common with the Grantor and the unit owners of the Condominium, their respective tenants, agents, employees, licensees, invitees, successors and assigns. This grant of public access on Easement Area 1 is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

- B. The temporary right and easement, if determined to be necessary in the Grantee's sole judgment, to remove, install, construct or improve the concrete pathway in the area shown as "Easement 3" on the Easement Plan for the purpose of keeping such pathway flush with the new boardwalk provided for in Paragraph I.C., below. Any such installation, construction, or improvement of the concrete pathway shall be undertaken at Grantee's costs and expense. If the easement is exercised by Grantee, then, when the installation, construction or improvement of the concrete pathway is completed in compliance with the requirements of this instrument, Grantee shall notify Grantor in writing thereof, whereupon Grantee shall record a Notice of Completion stating that Grantee's right and easement under this Paragraph I.B. as to "Easement 3" is terminated. Grantor shall not be responsible for installation, and construction, or improvement of the concrete pathway hereunder. Once Grantee commences work on Easement 3, Grantor also shall not be responsible hereunder for maintenance and repair of the concrete pathway, other than day to day maintenance such as snow removal and ice removal, that may be required at any time prior to the Grantee recording the Notice of Completion. Grantor shall be responsible for maintenance of said pathway after Grantee records the Notice of Completion.
- C. The perpetual right and easement, if determined to be necessary in the Grantee's sole judgment, to remove the existing boardwalk and to install, construct, and maintain a new boardwalk and passthrough area (collectively, "boardwalk") on so much of the Grantor's common land as is shown as "Easement 4" on the Easement Plan, as part of the boardwalk replacement on Grantee's adjacent property. Included within this easement is the right of Grantee to authorize and allow the general public to pass and re-pass on foot or by motorized wheelchairs or other assistive devices by disabled persons for conservation or recreation purposes, subject to the rules and regulations of Grantee, as amended. Grantor shall not be responsible for any work to be done in connection with the removal, use, installation, construction, repair, and maintenance of the boardwalk located within Easement 4, all of which (including reasonable maintenance of the new boardwalk within the Easement 4) shall be the responsibility of the Grantee at Grantee's sole cost and expense. This grant of public access on the boardwalk is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

## II. GRANTEE'S AFFIRMATIVE COVENANTS AND OBLIGATIONS

The herein described easements are granted upon the following express provisions and acknowledgment. The Grantee, its successors and assigns, covenants and agrees by the acceptance of this grant of easement, that:

- A. Grantee, for itself and its Contractor(s), warrants and represents that Grantee has performed a thorough inspection of the common areas and facilities ("common elements"), including the common land of the Condominium (sometimes referred to herein as "Grantor's common land") containing Easement 1, Easement 3, and Easement 4 on the Easement Plan and is satisfied with the condition thereof. Grantee hereby accepts said premises, including Easement 1, Easement 3, and Easement 4 (collectively, "Easement Areas") and any improvements therein and thereon, in their as-is condition for the permitted uses described in this Grant of Easement, and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or by law, on the part of Grantor and without recourse to Grantee.
- B. All work shall be undertaken in a good and workmanlike manner, in compliance with all applicable Laws (such term being defined in Paragraph II.G below), pursuant to all required governmental permits, authorizations, orders, and approvals ("Permits"), and in compliance with the plans and specifications for which such Permit(s) are issued and with the provisions of this instrument, at Grantee's sole cost and expense.
- C. Any and all work undertaken by, for or on behalf of Grantee pursuant to the provisions of this Grant of Easement, including, without limitation, any installation, construction, improvement, repair, replacement, or maintenance, shall be performed at the cost or expense of the Grantee, by qualified, licensed contractors carrying insurance satisfying the requirements of a current Memorandum of Agreement ("MOA") by and between Grantor and Grantee, entered into in conjunction with this Grant of Easement and updated as required to undertake additional work after expiration of the initial or any subsequent MOAs.
- D. Grantee shall protect all Easement Areas, including any adjacent common elements, from loss or damage occurring in connection with any work, and shall promptly repair and replace, at its own cost and expense, any damage to the Easement Areas and any other common elements of the Condominium (including, without limitation, to any building, structure, improvement, or utility installation and associated or appurtenant equipment including pipes, wires, and lines), to any unit of the Condominium, and to any property of Grantor or other persons located on the Condominium premises, and shall promptly restore to its prior condition, any portion of such property as may be disturbed by excavation, the presence of mobile equipment, vehicles or materials on or in any Easement Area, or otherwise in that is caused by any such work. Grantee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of any work. Grantee shall take reasonable precautions for security and safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees, agents, or contractors and other persons who may be affected by such Work as defined by Paragraph IV.D.

- E. If Grantee exercises any of the foregoing easements in a manner that includes removal, in whole or in part of any existing structure or improvement (e.g., concrete pathway, boardwalk), Grantee will be responsible, at its cost and expense, for: (a) implementing any and all reasonable structural and safety measures (e.g., installation of reasonable temporary supports or shoring or fencing) so that the condition of such pathway or boardwalk, as applicable, and any portion of the Grantors' common land or other common elements which is or are affected thereby are maintained in a safe and structurally sound condition; and (b) erecting and maintaining reasonable safeguards for safety and protection as dictated by construction safety requirements and Occupational Safety and Health Administration ("OSHA") regulations.
- F. The Grantee shall not cause or permit any oil, or other hazardous material, substances, or waste to be released in, on, upon, to, over, or under any part or portion of the common elements or units of the Condominium, including any of the Easement Areas, or use any portion of said premises for the storage, treatment, use or disposal of any substance for which a license or permit is required by any environmental laws without providing prior written notice to the Grantor. The Grantee shall: (i) be responsible for, and shall promptly conduct, any investigation and remediation as required by or under any such environmental laws, that relate to or arise from the exercise of any easement granted under this instrument or otherwise from any act or omission of the Grantee, its agent, employees or Contractors; (ii) provide the Grantor with prompt written notice of any notice from any governmental authority pertaining to any environmental laws and said premises; and (iii) remediate, at Grantee's cost or expense, any condition on, or affecting, the said premises in violation of the foregoing covenants which are caused by or attributable to the Grantee, its agents, employees or Contractor(s) exercising any rights granted under this Grant of Easement on the Easement Areas).
- G. Grantee, its agents, employees, Contractors, suppliers, licensees, and invitees shall comply with all applicable Federal, state and local laws, statutes, codes, ordinances, rules, regulations, by-laws, orders, judgments, permitting requirements, permits, authorizations, and approvals, as the same may be amended ("Laws"); and with any building permit, variance, special permit or other decision, authorization or approval ("Permits") issued for or in connection with the exercise of any right or easement granted to Grantee hereunder. The Grantee shall be responsible for obtaining and maintaining in full force and effect all necessary Permit(s) to exercise the rights and easements granted hereunder and for compliance with all applicable Laws in the exercise of the rights and easements granted hereunder. Without limiting the generality of the foregoing, for purposes hereof, the term Laws includes all applicable Federal and state Laws pertaining to environmental regulations, spill prevention, contamination, clean-up or disclosures, and administrative orders, judgments, or permits, and Laws regulating generation, storage, use, containment or disposal of oil or other hazardous substances, materials or wastes or providing for the protection, preservation or enhancement of the natural environment.

### III. NOTICES

All notices required or permitted hereunder shall be sent by registered or certified mail, return receipt requested, to the following addresses:

If to the Grantor:        Seaport Landing Condominium Trust  
                                  c/o Ryan R. Severance, Esq.  
                                  Mirrione Shaughnessy & Uitti, LLC  
                                  2 Batterymarch Park, Suite 202  
                                  Quincy, MA 02169

If to the Grantee:        Department of Conservation and Recreation  
                                  Attention: Chief Engineer  
                                  10 Park Plaza, Suite 6620  
                                  Boston, MA 02116

### IV. GENERAL PROVISIONS

- A. All rights and easements granted herein are non-exclusive and are to be exercised in common with Grantor and any other persons having a like right, including, without limitation, Grantor and the unit owners of the Condominium, their respective unit occupants, tenants, agents, employees, licensees, invitees, successors and assigns.
- B. Any exercise of public access provided for above shall be subject to compliance with the Master Deed, Declaration of Trust (including By-Laws therein), and Rules and Regulations of the Condominium ("Condominium Documents"), as the same may be amended, to the extent not prohibited by law and to the extent such Condominium Documents do not materially interfere with the exercise of access by members of the public to so much of the Easement Areas as are located on the Grantor's common land, for such conservation and recreation purposes.
- D. The foregoing grants are made without covenants, express or implied. References herein to "Grantor's common land" means the common land of the Condominium identified and described in the Master Deed, as amended. References herein to "work" shall mean any work conducted in, on, under or affecting any of the Easement Areas, including any installation, construction, improvement, removal, relocation, maintenance, repair or replacement.
- E. Grantee hereby acknowledges that the Trustees or agent of the Trust execute this Agreement in their representative capacity and not individually. Grantee agrees that no Trustee, officer, agent, or employee of Grantor, and no unit owner of the Condominium, will be personally or individually liable hereunder for any obligations of the Grantor, and that neither the Grantor nor its Trustees, officers, agents, employees or beneficiaries will be liable to the Grantee or its Contractor(s) for consequential damages, lost profits, multiple damages or economic loss.

This instrument shall be binding upon and inure to the benefit of each party, its respective successors and assigns, it being the express intention of the parties that this Agreement be deemed to run with the land.

**For Grantor's title see said Master Deed Recorded with the Essex County Registry of Deeds in Book 7824, Page 549 and said Declaration of Trust, recorded with said Deeds in Book 7825, Page 1.**

[The remainder of this page is intentionally left blank. Signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal this 31 day of ~~March~~ in the year 2020.

Majority of the Board of Trustees of Seaport Landing Condominium Trust and Not Individually

Germaine McManis  
Germaine McManis, Trustee

Drosoula Giantsoudi  
Drosoula Giantsoudi, Trustee

Stephen Smith  
Stephen Smith, Trustee

Elizabeth Sigsbury  
Elizabeth Sigsbury, Trustee

William Sigsbury  
William Sigsbury, Trustee

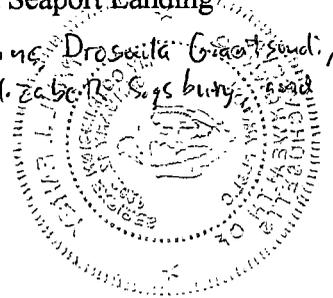
COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 31 day of ~~March~~ 2020, before me the undersigned notary public, personally appeared The Above Named Trustees\* who proved to me through satisfactory evidence of identification which is: MASS. LICENSE to be the person whose name is signed on the preceding document, and acknowledged to me that the foregoing is signed by them voluntarily for its stated purpose, as Trustees of said Seaport Landing Condominium Trust.

\* Germaine McManis, Drosoula Giantsoudi, Stephen Smith, Elizabeth Sigsbury, William Sigsbury

Philip D. Moran  
Notary Public PHILIP D. MORAN  
My Commission Expires: 12/11/31



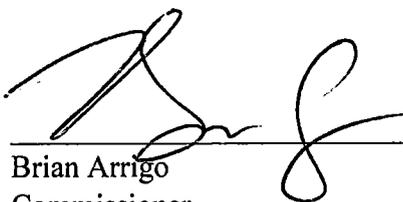
ACCEPTANCE BY GRANTEE

By signing below, Grantee accepts the rights and easements granted in and by this instrument subject to the terms and conditions contained herein.

Executed under seal as of the 17 day of April, 2025.

GRANTEE:

COMMONWEALTH OF MASSACHUSETTS  
Acting by and through its  
DEPARTMENT OF CONSERVATION AND  
RECREATION:

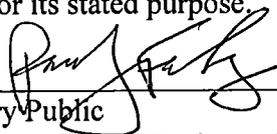


Brian Arrigo  
Commissioner  
Duly Authorized

THE COMMONWEALTH OF MASSACHUSETTS

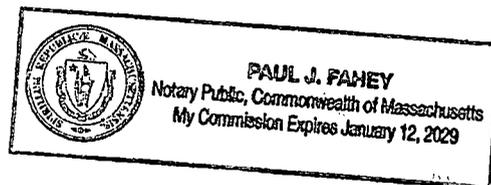
Suffolk, County, ss:

On this 17<sup>th</sup> day of April, 2025, before me, the undersigned notary public, personally appeared Brian Arrigo in his capacity as Commissioner of the Department of Conservation and Recreation, and proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 1/12/29





## GRANT OF EASEMENT

Property Address: 154 Lynnway, Lynn, Essex County, Massachusetts

KNOW ALL PERSONS BY THESE PRESENTS, that the **Seaport Landing Condominium Trust**, created under Declaration of Trust dated July 9, 1985 and recorded with the Essex County South District Registry of Deeds in Book 7825 Page 001, as may be amended ("Declaration of Trust") which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, Seaport Landing Condominium Trust, the organization of Unit Owners of the Seaport Landing Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated July 10, 1985, and recorded with Essex County South District Registry of Deeds in Book 7824, Page 549, as amended of record ("Master Deed"), acting by and through a majority of the members of its Board of Trustees ("Grantor"), for consideration of One Dollar (\$1.00) paid, grants to the **Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation**, 10 Park Plaza, Suite 6620, Boston, Massachusetts 02116, its successors and assigns ("Grantee"), in accordance with section 79 of Chapter 92 and sections 31 and 32 of Chapter 184 of the Massachusetts General Laws and all other statutory authority so enabling, and for the purposes set forth in Article 97 of the Amendments to the Massachusetts Constitution, for conservation and recreation purposes, the following rights and easements shown on the plan of land entitled: "Easement Plan For Lynn Heritage State Park, 590 Washington Street, Lynn, Massachusetts, Essex County" dated March 20, 2025 and recorded herewith in the Essex County South District Registry of Deeds Plan Book 42680, Plan 10 (hereinafter "Easement Plan").

### I. PURPOSES AND USES

- A. The perpetual right and easement, if determined to be necessary in the Grantee's sole and reasonable judgment, to pass and repass on, and to use, on foot and with vehicles (to the extent reasonably required for exercise of the easement granted herein) that portion of Grantor's common land located within the area shown as "Easement 2" on the Easement Plan for (i) removal of the existing retaining wall shown as "Existing Retaining Wall" on the Easement Plan, (ii) the installation, construction, repair, and maintenance of a new retaining wall approximately in the location shown as "Proposed Retaining Wall" on the Easement Plan, and (iii) the installation, construction, repair and maintenance of the portion of the adjacent boardwalk extending southerly from the Proposed Retaining Wall to Grantee's abutting property to the south along Lynn Harbor.

- B. The perpetual right and easement, if determined to be necessary in the Grantee's sole and reasonable judgment, to pass and repass on and over, and to use, on foot and with vehicles (to the extent reasonably required for exercise of the easement) that portion of Grantor's common land located within the area shown as "Easement 2" on the Easement Plan for staging, construction, work, repair and removal of, the existing ramp and stairs to Grantor's property and installation and construction of a new ramp and stairs in approximately the same location labeled "Proposed Ramp and Stairs" on the Easement Plan. Grantee shall have the right but not the obligation to repair and maintain the Proposed Ramp and Stairs after construction is complete.
- C. Included within this easement is the right of Grantee to authorize and allow the general public to pass and repass solely on that portion of the boardwalk located within "Easement 2" south of the Proposed Retaining Wall, on foot or by motorized wheelchairs or other assistive devices by disabled persons, for conservation and recreation purposes, subject to the rules and regulations of Grantee, as amended. This grant of public access on the boardwalk is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

## **II. GRANTEE'S AFFIRMATIVE COVENANTS AND OBLIGATIONS**

The herein described easements are granted upon the following express provisions and acknowledgment. The Grantee, its successors and assigns, covenants and agrees by the acceptance of this grant of easement, that:

- A. Grantee, for itself and its Contractor(s), warrants and represents that Grantee has performed a thorough inspection of the common areas and facilities ("common elements"), including the common land of the Condominium (sometimes referred to herein as "Grantor's common land") containing Easement 2 on the Easement Plan (hereinafter "Easement 2" or "Easement Areas"), and is satisfied with the condition thereof. Grantee hereby accepts said premises, including Easement 2 and any improvements therein and thereon, in their as-is condition for the permitted uses described in this Grant of Easement, and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or by law, on the part of Grantor and without recourse to Grantee.
- B. All work shall be undertaken in a good and workmanlike manner, in compliance with all applicable Laws (such term being defined in Paragraph II.H below), pursuant to all required governmental permits, authorizations, orders, and approvals ("Permits"), and in compliance with the plans and specifications for which such Permit(s) are issued and with the provisions of this instrument, at Grantee's sole cost and expense.
- C. Any and all work undertaken by, for or on behalf of Grantee pursuant to the provisions of this Grant of Easement, including, without limitation, any installation, construction, improvement, repair, replacement, or maintenance, shall be performed at the cost or expense of the Grantee, by qualified, licensed contractors carrying insurance satisfying the requirements of a current Memorandum of Agreement ("MOA") by and between Grantor and Grantee, entered into in conjunction with this Grant of Easement and updated as required to undertake additional work after expiration of the initial or subsequent MOAs.

- D. Grantee shall protect all Easement Areas, including any adjacent common elements, from loss or damage occurring in connection with any work, and shall promptly repair and replace, at its own cost and expense, any damage to the Easement Areas and any other common elements of the Condominium (including, without limitation, to any building, structure, improvement, or utility installation and associated or appurtenant equipment including pipes, wires, septic tank(s), and lines), to any unit of the Condominium, and to any property of Grantor or other persons located on the Condominium premises, and shall promptly restore to its prior condition, any portion of such property as may be disturbed by excavation, the presence of mobile equipment, vehicles or materials on or in any Easement Area, or otherwise that is caused by any such work. Grantee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of any work. Grantee shall take reasonable precautions for security and safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees, agents, or contractors and other persons who may be affected by such Work.
1. Grantee agrees to promptly restore and repair any areas within "Easement 2" that are disturbed or damaged during or in connection with (a) removal of the Existing Retaining Wall, or installation, construction, repair, or maintenance of the Proposed Retaining Wall or (b) construction of the Proposed Ramp and Stairs, including, without limitation, by reconnecting any utilities that Grantee or its agents, employee or contractors disconnects as part of or in connection with any such work. All such restoration and repair shall be undertaken at the sole expense of Grantee.
  2. Grantee further covenants and agrees to timely perform all maintenance, and repair, of the Proposed Retaining Wall once installed when necessary to keep same in good and safe condition and repair, at no charge to, or cost or expense of, the Grantor.
- E. If Grantee exercises any of the foregoing easements in a manner that includes removal, in whole or in part of any existing structure or improvement (e.g., retaining wall, ramp and stairs), Grantee will be responsible, at its cost and expense, for: (a) implementing any and all reasonable and necessary structural and safety measures (e.g., installation of reasonable temporary supports or shoring or fencing) so that the condition of such wall or ramp and stairs, and any portion of the Grantors' common land or other common elements which is or are affected thereby are maintained in a safe and structurally sound condition; and (b) erecting and maintaining reasonable safeguards for safety and protection as dictated by construction safety requirements and Occupational Safety and Health Administration ("OSHA") regulations.
- F. Grantee covenants and agrees that, if it determines to remove the existing ramp and stairs, such work will be conducted in one continuous operation that will include construction of a new ramp and stairs in approximately the same location, labelled "Proposed Ramp and Stairs" on the Easement Plan, unless otherwise first agreed by Grantor in writing.
- G. The Grantee shall not cause or permit any oil, or other hazardous material, substances, or waste to be released in, on, upon, to, over, or under any part or portion of the common elements or units of the Condominium, including any of the Easement Areas, or use any portion of said premises for the storage, treatment, use or disposal of any substance for which a license or permit is required by any environmental laws without providing prior



#### IV. GENERAL PROVISIONS

- A. All rights and easements granted herein are non-exclusive and are to be exercised in common with Grantor and any other persons having a like right, including, without limitation, Grantor and the unit owners of the Condominium, their respective unit occupants, tenants, agents, employees, licensees, invitees, successors and assigns.
- B. Grantor shall not be responsible for any work to be done in connection with the removal of the Existing Retaining Wall or the installation, construction, repair, and maintenance of the Proposed Retaining Wall.
- C. Grantor shall not be responsible for any work to be done in connection with the removal, installation, construction, and repair of the Proposed Ramp and Stairs.
- D. The area constituting and shown on the Easement Plan as "Easement 2" is subject to rights of the City of Lynn, Department of Community Development, to maintain and operate a marina and also for the purposes of installing, maintaining, repairing, replacing and using utilities such as gas, electric, telephone, sewer and water, pursuant to, and to the extent provided in, the instrument dated December 18, 1984, recorded in Book 7750 Page 461 in the Essex County South District Registry of Deeds. Nothing contained herein is intended to add to or detract from the City's existing easement rights under instruments of record.
- E. Any exercise of public access provided for above shall be subject to compliance with the Master Deed, Declaration of Trust (including By-Laws therein), and Rules and Regulations of the Condominium ("Condominium Documents") as the same may be amended, to the extent not prohibited by law and to the extent such Condominium Documents do not materially interfere with the exercise of access by members of the public to so much of the easement areas as are located on the Grantor's common land, for such conservation and recreation purposes.
- F. The foregoing grants are made without covenants, express or implied.
- G. References herein to "Grantor's common land" mean the common land of the Condominium identified and described in the Master Deed, as amended. References herein to "work" shall mean any work conducted in, on, under or affecting any of the Easement Areas, including any installation, construction, improvement, removal, relocation, maintenance, repair or replacement.
- H. Grantee hereby acknowledges that the Trustees or agent of the Trust execute this Grant of Easement in their representative capacity and not individually. Grantee agrees that no Trustee, officer, agent, or employee of Grantor, and no unit owner of the Condominium, will be personally or individually liable hereunder for any obligations of the Grantor, and that neither the Grantor nor its Trustees, officers, agents, employees or beneficiaries will be liable to the Grantee or its Contractor(s) for consequential damages, lost profits, multiple damages or economic loss.
- I. This instrument shall be binding upon and inure to the benefit of each party, its respective successors and assigns, it being the express intention of the parties that this Grant of Easement be deemed to run with the land.

**For Grantor's title see said Master Deed recorded with the Essex County Registry of Deeds in Book 7824, Page 549 and said Declaration of Trust, recorded with said Deeds in Book 7825, Page 1.**

[The remainder of this page is intentionally left blank. Signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal this 31<sup>st</sup> day of March in the year 2022.

Majority of the Board of Trustees of  
Seaport Landing Condominium Trust  
and Not Individually

[Signature]  
Elizabeth Sigsbury, Trustee

[Signature]  
William Sigsbury, Trustee

[Signature]  
Germaine McManus, Trustee

[Signature]  
Stephen Smith, Trustee

[Signature]  
Drosoula Giantsoudi, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 31<sup>st</sup> day of March 2022, before me the undersigned notary public, personally appeared The Above named TRUSTEES \* who proved to me through satisfactory evidence of identification which is: MASS LICENSES to be the person whose name is signed on the preceding document, and acknowledged to me that the foregoing is signed by them voluntarily for its stated purpose, as Trustees of said Seaport Landing Condominium Trust.

\* Elizabeth Sigsbury, William Sigsbury,  
Germaine McManus, Stephen Smith, and  
Drosoula Giantsoudi.

[Signature]  
Notary Public PHILIP D. VIGNA  
My Commission Expires: 12/15/31



ACCEPTANCE BY GRANTEE

By signing below, Grantee accepts the rights and easements granted in and by this instrument subject to the terms and conditions contained herein.

Executed under seal as of the 17 day of April, 2025.

GRANTEE:  
COMMONWEALTH OF MASSACHUSETTS  
Acting by and through its  
DEPARTMENT OF CONSERVATION AND  
RECREATION:

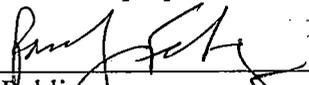


\_\_\_\_\_  
Brian Arrigo  
Commissioner  
Duly Authorized

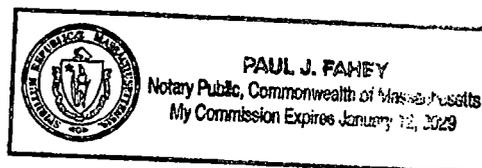
THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, County, ss:

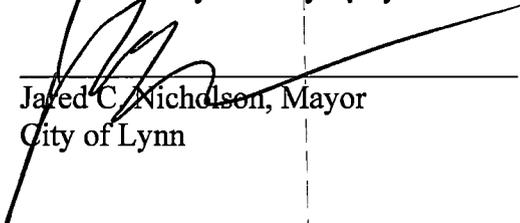
On this 17<sup>th</sup> day of April, 2025, before me, the undersigned notary public, personally appeared Brian Arrigo in his capacity as Commissioner of the Department of Conservation and Recreation, and proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



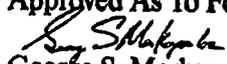
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/12/29



Assented to by the City of Lynn

  
\_\_\_\_\_  
Jared C. Nicholson, Mayor  
City of Lynn

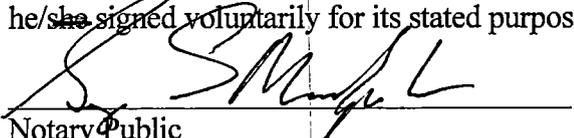
Approved as to Form:

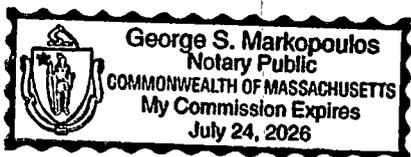
**Approved As To Form:**  
  
George S. Markopoulos  
\_\_\_\_\_  
**City Solicitor**  
George S. Markopoulos, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 19<sup>th</sup> day of March 2025, before me the undersigned notary public, personally appeared Jared C. Nicholson in his capacity as Mayor of the City of Lynn who proved to me through satisfactory evidence of identification which is: MASSACHUSETTS DRIVERS LICENSE to be the person whose name is signed on the preceding document, and acknowledged to me that he/~~she~~ signed voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:





#337  
BK: 42680 PG: 10  
4/24/2025  
2 Pkgs  
For Registry Use Only

BRANTREE  
325 Wood Road  
Suite 109  
Brantree, MA 02884  
Voice: (781) 380-7766

# DAWOOD

ENGINEERS & PLANNERS > SURVEYORS

SURVEYOR'S SEAL

Seaport Landing Condominium Trust  
Browne, Richardson and Rowe, Inc.  
3 Post Office Square, 3rd Floor  
Boston, Massachusetts 02109  
(617) 542-8552



1" = 20'

PROJECT  
EASEMENT PLAN  
FOR  
LYNN HERITAGE STATE PARK  
150-154 LYNNWAY  
LYNN, MASSACHUSETTS  
ESSEX COUNTY

DATE: 03/20/2025  
JOB NO.: 2200006.00  
FILE NAME: 2200006WS.DWG  
DRAWN BY: MC/NCO  
CHECKED BY: MM  
SHEET NO.

LYNNWAY (ROUTE 1A)  
1953 LAYOUT - PLAN BOOK 84, PLAN 31

STATION #409  
SPIKE SET  
N 2992834.76  
E 806735.04  
ELEV=11.36

#0  
ASSESSORS ID:  
067-749-109  
N/F  
SEAPORT DEVELOPMENT ASSOCIATES  
MASTER DEED  
BOOK 7824 PAGE 549  
PLAN BOOK 178, PLAN 90

EASEMENT 1  
2,281 S.F.±

STATION #30201  
SPIKE SET  
N 2992717.06  
E 806395.48  
ELEV=10.34

EASEMENT 3  
174 S.F.±

STATION #454  
MAG. NAIL SET  
N 2992670.80  
E 806583.41  
ELEV=11.56

EASEMENT 4  
2,021 S.F.±

EASEMENT 4  
2,021 S.F.±

STATION #453  
MAG. NAIL SET  
N 2992572.08  
E 806755.75  
ELEV=11.82

#0  
ASSESSORS ID:  
067-749-109  
N/F  
SEAPORT DEVELOPMENT ASSOCIATES  
MASTER DEED  
BOOK 7824 PAGE 549  
PLAN BOOK 178, PLAN 90

#0  
ASSESSORS ID:  
067-749-113  
N/F  
CITY OF LYNN  
BOOK 12557 PAGE 227  
PLAN BOOK 289, PLAN 61

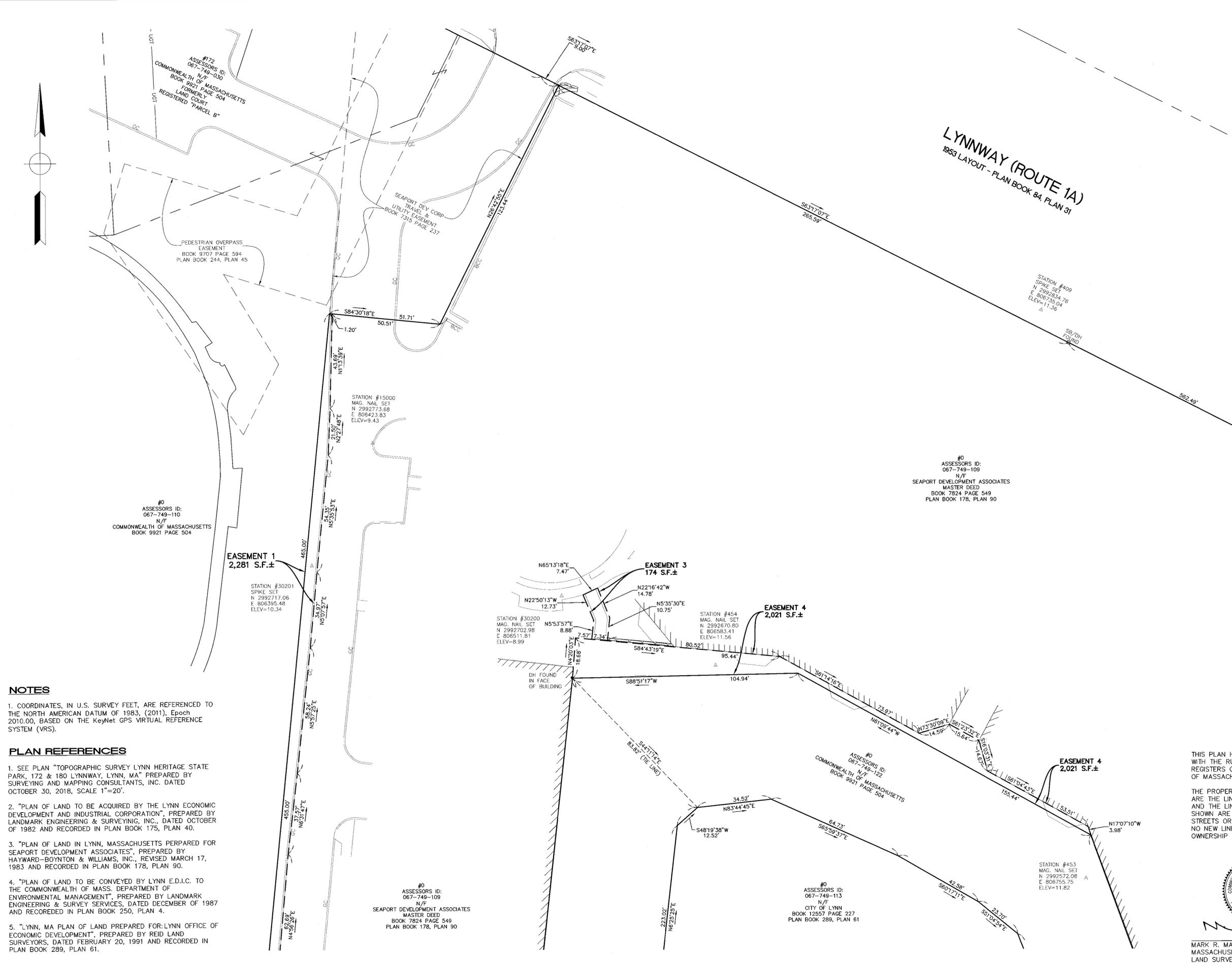


MARK R. MACOWAN  
MASSACHUSETTS PROFESSIONAL  
LAND SURVEYOR NO. 35038

**NOTES**  
1. COORDINATES, IN U.S. SURVEY FEET, ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, (2011), Epoch 2010.00, BASED ON THE KeyNet GPS VIRTUAL REFERENCE SYSTEM (VRS).

**PLAN REFERENCES**  
1. SEE PLAN "TOPOGRAPHIC SURVEY LYNN HERITAGE STATE PARK, 172 & 180 LYNNWAY, LYNN, MA" PREPARED BY SURVEYING AND MAPPING CONSULTANTS, INC. DATED OCTOBER 30, 2018, SCALE 1"=20'.  
2. "PLAN OF LAND TO BE ACQUIRED BY THE LYNN ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION", PREPARED BY LANDMARK ENGINEERING & SURVEYING, INC., DATED OCTOBER OF 1982 AND RECORDED IN PLAN BOOK 175, PLAN 40.  
3. "PLAN OF LAND IN LYNN, MASSACHUSETTS PERPARED FOR SEAPORT DEVELOPMENT ASSOCIATES", PREPARED BY HAYWARD-BOYNTON & WILLIAMS, INC., REVISED MARCH 17, 1983 AND RECORDED IN PLAN BOOK 178, PLAN 90.  
4. "PLAN OF LAND TO BE CONVEYED BY LYNN E.D.I.C. TO THE COMMONWEALTH OF MASS. DEPARTMENT OF ENVIRONMENTAL MANAGEMENT", PREPARED BY LANDMARK ENGINEERING & SURVEY SERVICES, DATED DECEMBER OF 1987 AND RECORDED IN PLAN BOOK 250, PLAN 4.  
5. "LYNN, MA PLAN OF LAND PREPARED FOR LYNN OFFICE OF ECONOMIC DEVELOPMENT", PREPARED BY REID LAND SURVEYORS, DATED FEBRUARY 20, 1991 AND RECORDED IN PLAN BOOK 289, PLAN 61.

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED. NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



#337  
BL: 42680 PG: 10  
04/24/2025  
2 Plus

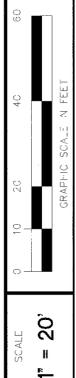
For Registry Use Only

BRAINTREE  
825 Wood Road  
Suite 109  
Braintree, MA 02184  
Voice: (781) 881-7766



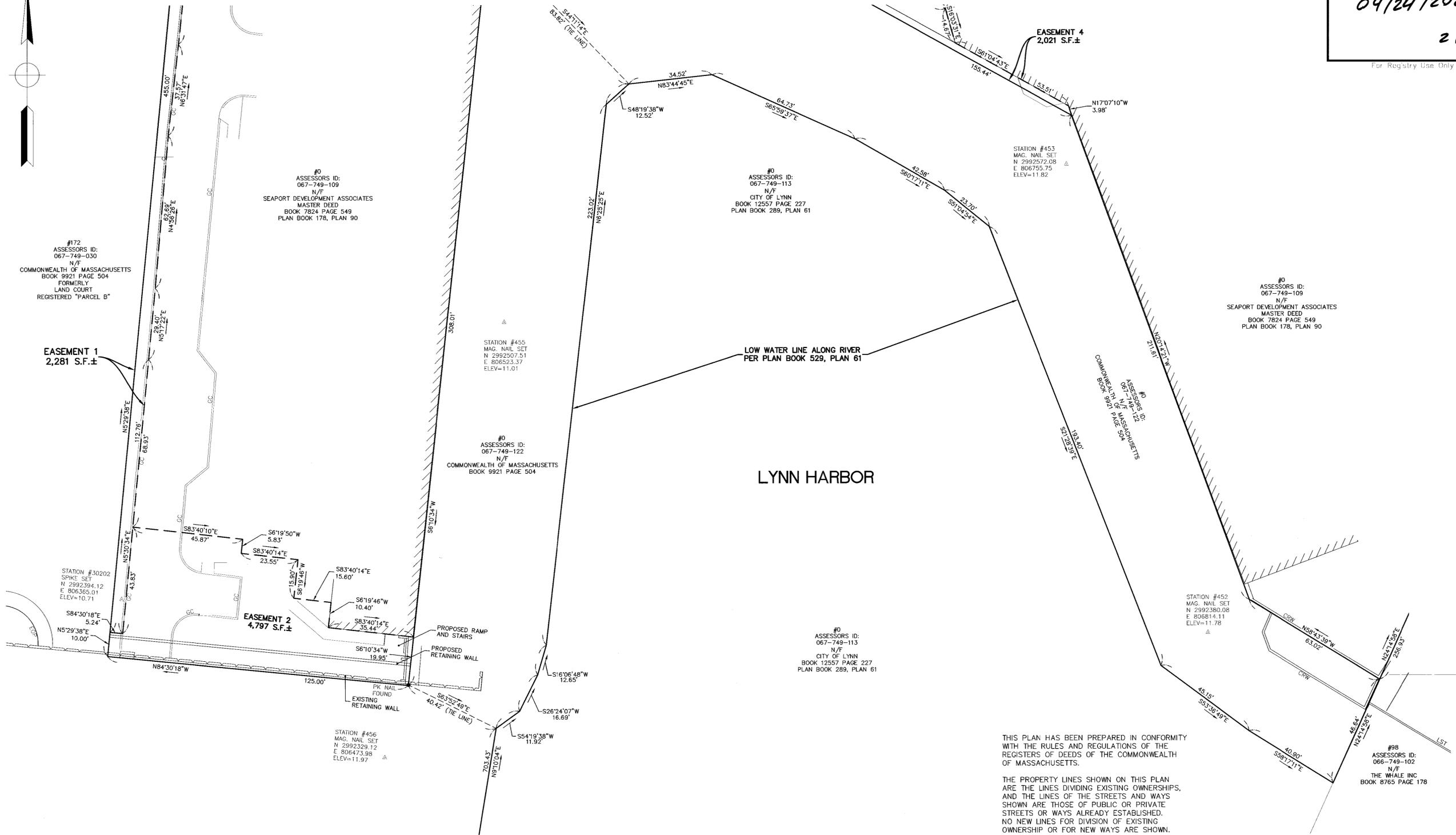
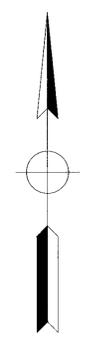
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PROJECT  
EASEMENT PLAN  
FOR  
LYNN HERITAGE STATE PARK  
150-154 LYNNWAY  
LYNN, MASSACHUSETTS  
ESSEX COUNTY

DATE 03/20/2025  
JOB NO. 2200006.00  
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MARK R. MAGOWAN  
MASSACHUSETTS PROFESSIONAL  
LAND SURVEYOR NO. 35038

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