

## GRANT OF EASEMENT

I, Gautam Huded, Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC), of IV3 Stoughton Logistics Park, LLC, a Massachusetts Foreign Limited Liability Company duly organized in Delaware, having a principal place of business at 250 Vesey Street, 15th Floor, c/o Brookfield Properties, New York, New York 10281, as Vice President, General Counsel and not individually, and on behalf of the company's officers, agents, employees, predecessors, successors-in-interest, subsidiaries and assigns (hereinafter collectively referred to herein as "GRANTOR"), for consideration of \$1.00 paid and other valuable consideration, hereby grant to the TOWN OF STOUGHTON, a Municipal Corporation created by the General Court of the Commonwealth of Massachusetts, acting by and through its SELECT BOARD, having an address of Stoughton Town Hall, 10 Pearl Street, Stoughton, Massachusetts 02072 (hereinafter referred to herein as "GRANTEE"), with Quitclaim Covenants, an assignable perpetual and non-exclusive Access/Egress Right and Utility Easement in gross over the entire Discontinued Area depicted as "Parcel B" containing 11,522 square feet (hereinafter "Discontinued Parcel 'B' Easement"), for the limited purpose of constructing, maintaining and repairing any and all existing and future utilities, including, without limitation, sewer, water, drains, electricity, telephone, gas, cable, fiber optic, transmission lines & pipelines and any other types of utilities deemed necessary by the Town of Stoughton, reserving, however, to GRANTOR, their successors and assigns, all such rights and privileges as may be used without interfering with or abridging the easement reserved and conveyed herein for the benefit of, and on behalf of, the Town of Stoughton, which Discontinued Parcel 'B' Easement is shown on plans entitled "Plan showing the discontinuance of a portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA, between the Old Page Street and the Page Street

(1956 Relocation)”, and on a plan entitled “Plan showing the reservation of access/egress and utility easements and apportionment of a discontinued portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA between the Old Page Street and the Page Street (1956 Relocation)”, both plans scale 1 inch = 60 feet, and on a plan entitled “Plan showing the layout of a subdivision road in Stoughton, MA across land now or formerly of T.L. Edwards, Inc.”, plan scale 1 inch = 50 feet, all plans dated September 13, 2023, prepared by Langan Engineering & Environmental Services, Inc and sealed by Ian C. Wisuri, PLS, all in said Stoughton (hereinafter “Discontinued Parcel ‘B’ Easement”) and as more particularly described as follows:

Beginning at a point of commencement being the Massachusetts Highway Layout #4510 Auxiliary Baseline “F” of Town Layout Relocation of Page Street of 1956 centerline Station 30+22.64, thence

S 40° 15’ 09” W a distance of 36.23 feet along survey tie line, thence

S 55° 00’ 23” W a distance of 25.01 feet, to the true point of beginning located at the northeasterly corner of Discontinued Parcel ‘B’ Easement and the centerline of the October 22, 1872, Norfolk County Layout of Page Street, in the Town of Stoughton, thence running

S 33° 03’ 35” E a distance of 142.26 feet to a point where a concrete bound with drill hole is to be set at the sideline of the Stoughton Logistics Park Subdivision Road (Private Way) recorded on 12/20/2023 as Plan Book 725, Page 96, thence across said Private Way

S 33° 03’ 35” E a distance of 61.38 feet to a point where a concrete bound with drill hole is to be set, thence

S 33° 03’ 35” E a distance of 257.67 feet, thence turning and running

S 56° 56’ 25” W a distance of 25.00 feet, thence turning and running

N 33° 03' 35" W a distance of 460.47 feet to a point where a stone bound with drill hole is to be set, thence turning and running

N 55° 00' 23" E a distance of 25.02 feet to a point, said point being the point of beginning.

GRANTEE shall have the right of entry upon and passage over the Discontinued Parcel 'B' Easement from time to time for all the aforementioned purposes and for uses incidental thereto, with all rights and privileges necessary or convenient for the full enjoyment and use thereof and the purposes aforementioned.

The Discontinued Parcel 'B' Easement is conveyed subject to the rights hereby expressly reserved by GRANTOR to continue to enjoy the use of said Discontinued Parcel 'B' Easement for all purposes not adverse to the rights herein granted to GRANTEE.

GRANTOR hereby authorizes GRANTEE, its employees, agents, contractors, and assignees to enter upon the Discontinued Parcel 'B' Easement with equipment, if necessary, upon not less than twenty-four (24) hours prior notice, except in the case of an emergency, for the purposes of installing, constructing, maintaining, repairing and replacing any and all existing and future utilities deemed necessary located in the Discontinued Parcel 'B' Easement by the Town of Stoughton from time to time for all purposes and uses incidental thereto, all at GRANTEE'S sole cost and expense. GRANTEE agrees to schedule, perform, and complete its work within a reasonable amount of time after commencement.

GRANTOR agrees not to use Discontinued Parcel 'B' Easement in a manner that is inconsistent with GRANTEE'S Discontinued Parcel 'B' Easement, or to grant any other easements, leases or licenses within Discontinued Parcel 'B' Easement which interferes with GRANTEE'S assignable perpetual non-exclusive Discontinued Parcel 'B' Easement without the prior written permission of GRANTEE, which permission will not be unreasonably withheld.

In return for the assignable perpetual non-exclusive Discontinued Parcel 'B' Easement in gross described and conveyed herein, GRANTEE agrees that any area disturbed by its exercise of the rights granted herein will be restored, as near as possible, consistent with the purposes of this easement, to its original condition at the expense of GRANTEE.

In return for the assignable perpetual non-exclusive Discontinued Parcel 'B' Easement in gross described and conveyed herein, GRANTEE further agrees to allow GRANTOR, its successors or assigns at GRANTOR'S sole expense, to relocate the existing utilities to a location that allows GRANTOR better use or redevelopment of the property, in keeping with the Town of Stoughton Planning Board Approved Definitive Subdivision "Stoughton Logistics Park", and Subdivision Road (Private Way) while still providing an equivalent and adequate location and width that allows full enjoyment of access and use of the assignable perpetual and non-exclusive Discontinued Parcel 'B' Easement in gross, all such rights and privileges as may be used without interfering with or abridging the assignable easement described and conveyed herein for the benefit of, and on behalf of, the Town of Stoughton

In return for the assignable perpetual non-exclusive Discontinued Parcel 'B' Easement in gross described and conveyed herein, GRANTEE further agrees to indemnify and hold harmless GRANTOR, its successors or assigns from and against any and all losses, claims, damages, liabilities, costs and expenses which may be asserted against GRANTOR, and its successors or assigns, arising out of the negligent construction, inspection, repair, removal, replacement, operation, or maintenance of the Discontinued Parcel 'B' Easement by GRANTEE its agents, employees or assigns.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their

respective successors and assigns. For GRANTOR'S titles see for Gautam Huded, Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC), of IV3 Stoughton Logistics Park, LLC, Assessor Map 094, lot 050, Deed Book 41538, Page 123, dated 12/01/2023 and Town of Stoughton Planning Board Approved Definitive Subdivision in Deed Book 41568, page 592, dated 12/20/2023, Plan Book 725, Page 96 of 2023, respectively recorded with the Norfolk County Registry of Deeds.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:

\_\_\_\_\_  
Gautam Huded, Senior Vice President,  
General Counsel, (Brookfield Properties  
(USA) LLC), of IV3 Stoughton Logistics  
Park, LLC, and not individually

STATE OF GEORGIA

\_\_\_\_\_, ss  
County

\_\_\_\_\_, 2024  
Month Date

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me, the undersigned Notary Public, personally appeared Gautam Huded, Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC), of IV3 Stoughton Logistics Park, LLC, and not individually, and proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

My Commission Expires: \_\_\_\_\_

ACCEPTANCE OF ASSIGNABLE PERPETUAL EASEMENTS

The TOWN OF STOUGHTON, a Municipal Corporation created by the General Court of the Commonwealth of Massachusetts, acting by and through its SELECT BOARD, and on behalf of its officers, agents, employees, predecessors, successors, subsidiaries, and assigns, hereby accepts the assignable perpetual non-exclusive Discontinued Parcel 'B' Easement in gross stated above for the benefit of, and on behalf of, the Town of Stoughton.

TOWN OF STOUGHTON, MASSACHUSETTS  
By its Select Board

\_\_\_\_\_  
Stephen M. Cavey, as Chair of the Town of  
Stoughton Select Board, and not individually

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

\_\_\_\_\_, 202\_  
Month      Date      Year

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned Notary Public, personally appeared Stephen M. Cavey, Chair of the Select Board for the TOWN OF STOUGHTON, MASSACHUSETTS, as aforesaid, who proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_, to be the person whose name is signed on the preceding document, and, who, being by me duly sworn, did say that he is the Chair of the Select Board for the TOWN OF STOUGHTON, MASSACHUSETTS, and that the preceding document was signed on behalf of the TOWN OF STOUGHTON, MASSACHUSETTS by authority of its Select Board, and Stephen M. Cavey further acknowledged to me that he signed it voluntarily for its stated purpose.

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

My Commission Expires: \_\_\_\_\_