

PUBLIC IMPROVEMENT EASEMENT

BRIXMOR CAPITOL SC LLC, a Delaware limited liability company, with an address of c/o Brixmor Property Group, 200 Ridge Pike, Suite 100, Conshohocken, Montgomery County, State of Pennsylvania 19428 (the “Grantor”), hereby authorizes the **CITY OF CONCORD**, a municipal corporation duly existing under the laws of the State of New Hampshire and having a usual place of business at 41 Green Street, Concord, Merrimack County, State of New Hampshire 03301 (the “Grantee” or “City”) to design, install, maintain, repair, and replace public improvements pursuant to and in conformance with the terms set forth herein with the following conditions (the Grantor and Grantee are sometimes referred to herein each as “Party” and together as the “Parties”):

1. This easement is being provided in accordance with the Concord Planning Board’s October 16, 2024, approval of minor site plan application #2024-062.
2. The Public Improvements may include, but are not limited to, façade improvements to the Grantor’s building such as public art/murals, or landscaping, vegetative screening, or other free-standing public art displays or improvements.
3. The Public Improvements shall be limited to the east side of the Grantor’s property and to the north of the southern wall of the existing Burlington Coat Factory Store, as shown on a plan entitled “Existing Conditions Plat of land of Brixmor Capitol SC, LLC ” dated July 16, 2024, prepared by Richard D. Bartlett and Associates, LLC, recorded at the City of Concord Community Development’s Engineering Services division as Plan # 4526, and recorded with the Merrimack County Registry of Deeds of even date herewith , unless otherwise mutually agreed by the parties. For purposes of this easement, “the east side of Grantor’s property” shall be limited to those areas not more than twenty-five feet to the west of the easterly property line of Grantor’s property.
4. The specific location, size, and installation/construction (and design and text of any said signage or mural(s)) of the Public Improvements shall be mutually acceptable to the Grantor and City. The Grantor’s approval shall not be unreasonably withheld provided the Public Improvements do not unreasonably obstruct internal traffic flow at the Grantor’s property, unreasonably obstruct the view of signage on the easterly side of the Grantor’s property as viewed from Interstate 93, or unreasonably interfere with access to or maintenance of the Grantor’s building or private utilities. Furthermore, the Public Improvements shall not interfere with the rights of tenants to use the access drives, loading areas and other common areas of the shopping center. To the extent that public art or murals contain signage, said signage shall not be of excessive size (as reasonably determined by Grantor in relation to tenant signage and/or privately installed murals on the Building) and shall only promote the City of Concord or municipally sponsored events occurring within the downtown area, unless otherwise mutually agreed to by the Parties.
5. Prior to installing any of the Public Improvements, the City shall obtain the

written approval of Grantor for the means and methods of such proposed installation to ensure that the Grantor's property is not damaged.

6. The Grantor reserves the right to require the City to remove or modify any Public Improvements, including signage, installed pursuant to this Easement Agreement to the extent that it interferes with the reasonable use of the Premises and/or interferes with building signage.

7. The City's Public Improvements shall not interfere with maintenance of the premises, any utilities which serve the premises, or any signage on the wall of the Building.

8. The City may not alter or modify the premises in any way, except to install Public Improvements, including properly affixing or securing the signage or mural(s) to the exterior of the premises as needed. Such work shall be completed at the sole expense of the City and shall be completed in a quality, workmanlike manner.

9. The Public Improvements shall be installed and maintained in good condition by the City.

10. The City agrees to hold harmless, defend and indemnify the Grantor, its officers, employees, agents and tenants against any and all loss, damage, liability, expense, suits, demands and claims, including, but not limited to, cases of injury to third parties or their property, resulting from and arising out of any act, failure to act, or negligence of the City, its servants, agents or invitees occurring in conjunction with said Public Improvements. The Grantor shall have no obligation or liability whatsoever with respect to the Grantor's Public Improvements and no member, manager, officer, employee, agent or representative of the Grantor shall be individually or personally liable for any obligation or liability of the City under this Easement. The City shall promptly repair any damage to the premises or the building that is caused by or results from the exercise of its rights pursuant to this Agreement.

11. In the event of breach of this Agreement, the non-breaching Party shall deliver written notice by first-class mail, postage prepaid, to the breach Party's address listed above. In the event that the breaching Party fails to cure the breach within 60 days, then the non-breaching Party, in addition to any other remedies hereunder, may proceed with appropriate proceedings (judicial, administrative or otherwise) at law or in equity or otherwise, to protect and enforce their rights to recover any damages to which they may be entitled and to enforce performance by the breaching Party.

12. This Easement shall run with the land.

13. Notwithstanding anything contained in this Agreement to the contrary, Grantor shall maintain the right to install Private Improvements, including signage and/or murals on the Building. This right is superior to the City's rights under this Agreement. Any such improvements shall comply with the City's ordinances and regulations.

14. The City, within fourteen (14) days of written request from Grantor, shall execute,

acknowledge and deliver an estoppel certificate, in a mutually acceptable form, certifying to such requesting Owner or any prospective purchaser, assignee, lessee or mortgagee designated by such requesting Owner, without charge, that: (a) this easement is in full force and effect, without modification (or if there have been modifications, identifying the modifications); (b) there are no existing defaults nor does any set of facts exist which with the passage of time or the giving of notice or both would constitute a default (or if so, specifying the nature and extent thereof); (c) there exist no disputes relative to the performance of either the City or Grantor under this easement; and (d) such other information concerning the status or meaning of this easement or the performance of the parties of their respective obligations hereunder as may be reasonably requested.

15. The City agrees that it will, in good faith, reasonably consider requested modifications or limitations to this Easement if the existence of this easement inhibits or interferes with the future redevelopment, tenanting, sale or refinancing of Grantor's property.