

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made the _____ day of _____, 20____, by and between the **SOMERVILLE HOUSING AUTHORITY**, a public body corporate and politic created by the City of Somerville pursuant to G.L. c. 121B, with its main office at 30 Memorial Road, Somerville, MA (“SHA” or “Grantor”) and the **CITY OF SOMERVILLE**, a public body corporate and politic, with its main office at 93 Highland Avenue, Somerville, MA 02143 (“City” or “Grantee”) [each a “Party” and, collectively, the “Parties”].

WHEREAS, SHA is the owner of certain property located at 34 North Street in Somerville, Middlesex County, Massachusetts, shown as Lot #1 of Block B on Assessors’ Map #5 attached hereto and incorporated herein as **Exhibit A** (the “Property”); and

WHEREAS, the Property is located next to North Street Veterans Playground, a municipal playground owned by the City (the “Playground”); and

WHEREAS, there is an area of open space at the Property shown as “Easement 4,516 +/- S.F.” (the “Easement Area”) on a plan entitled “Easement Plan of Land, North Street, Somerville, MA prepared for the City of Somerville Office of Strategic Planning and Community Development, dated June 20, 2011”, attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Easement Area borders the Playground and could be used to expand the Playground as shown on a plan of existing conditions entitled “North Street Veterans Playground” prepared by Mistry Associates, Inc. and dated June 2011, which plan is attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, expanding the Playground to include the Easement Area will contribute to the health, safety, and general welfare of the North Street neighborhood, benefitting all residents of the area including residents at the Property;

WHEREAS, the City is willing to assume responsibility for installation, maintenance, repair, and replacement of improvements to the Easement Area as part of the Playground;

NOW, THEREFORE, for good and valuable consideration, the Parties hereby represent, grant, and covenant, as applicable, as follows:

1. SHA is the owner of the Easement Area.
2. SHA, as Grantor, hereby grants to the City, as Grantee, a permanent easement over, under, and through the Easement Area for use as a municipal playground.
3. The Playground, together with the Easement Area, shall be known as the “North Street Veterans Playground”.
4. The Playground plus the Easement Area shall be protected under Article 97 of the Commonwealth of Massachusetts State Constitution.
5. The City shall have the right to impose rules and regulations governing the use of the Playground and Easement Area.
6. The City shall have the right to install improvements in the Easement Area, including without limitation, playground equipment, courts, fencing, lighting, furniture, water features, surfacing, walkways, and underground utilities. The City shall have the right and the obligation to maintain, repair, and replace all improvements so installed. An early conceptual plan is attached hereto and incorporated herein as **Exhibit D**. The Parties acknowledge that the final design may be different from the schematic shown in **Exhibit D**.
7. The City shall have the obligation to construct, maintain, repair, and replace handicapped accessible access from North Street through the Easement Area for the

benefit of members of the public including, without limitation, residents of the Property.

8. The City shall be responsible for and shall pay the cost of recording this Agreement at the Middlesex South District Registry of Deeds.

9. As persons having an interest in land which the public will be lawfully permitted to use without charge or fee, the City and the SHA are entitled to immunity from liability for personal injury and property damage under G.L. c. 21, §17C, sometimes referred to as the “Recreational Use Statute”. Notwithstanding the foregoing, the City shall defend the SHA, at no cost to the SHA, from and against any and all claims, demands, actions, and/or suits for personal injury and/or property damage to which the SHA is made a party on account of its status as grantee of the Easement Area or owner of the underlying fee in the Easement Area. The City hereby represents, and the SHA acknowledges, that the City self-insures its parks and playgrounds

10. The grant of Easement herein and attendant rights and obligations of this Agreement shall run with the land and be binding upon the Grantor and the Grantee’s successors and assigns.

11. The parties hereto do not intend the benefits of this Agreement to inure to or be enforceable by any party other than those expressly named as parties herein. Nothing herein shall be read or implied to create any benefit or right of enforcement in any third party.

12. By executing this Agreement, the undersigned Parties hereby represent that it has been approved (a) by the City of Somerville Board of Aldermen and (b) the Board of Commissioners of the Somerville Housing Authority.

(SIGNATURES ON FOLLOWING PAGE)

EXECUTED UNDER SEAL on the _____ day of _____, 2012

GRANTOR: SOMERVILLE HOUSING AUTHORITY

By: _____

Joseph Macaluso

Its: Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this ____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared the above-named Joseph Macaluso, Executive Director of the Somerville Housing Authority, proved to me by my own knowledge of the identity of the signatory to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Qualified in Massachusetts

EXECUTED UNDER SEAL on the _____ day of _____, 2012

GRANTEE: CITY OF SOMERVILLE

By: _____

Joseph A. Curtatone

Its: Mayor

Approved as to Form:

Francis X. Wright, Jr., City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared the above-named Joseph A. Curtatone, Mayor of the City of Somerville, proved to me by my own knowledge of the identity of the signatory to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Qualified in Massachusetts

EXECUTED UNDER SEAL on the _____ day of _____, 2012

**APPROVED BY:
MASSACHUSETTS OFFICE OF THE
ATTORNEY GENERAL**

By: _____

Print Name: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this ____ day of _____, 2012, before me, the undersigned Notary Public,
personally appeared the above-named _____,
_____ of the Office of the Attorney General, proved to me by

_____ to be the person whose name is signed above, and acknowledged the foregoing to be signed
by _____ voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Qualified in Massachusetts

EXECUTED UNDER SEAL on the _____ day of _____, 2012

**APPROVED BY:
MASSACHUSETTS DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

By: _____

Print Name: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared the above-named _____, _____ of the Massachusetts Department of Housing and Community Development, proved to me by _____ to be the person whose name is signed above, and acknowledged the foregoing to be signed by _____ voluntarily for its stated purpose.

Notary Public
My Commission Expires:
Qualified in Massachusetts

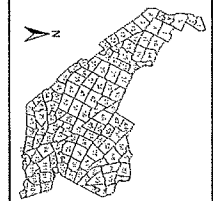
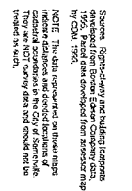
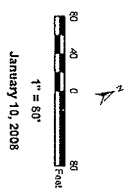
Exhibit A
Assessors Maps showing Map 5, Block B, Lot 1
(full size and enlarged view of 5-B-1)



City of
Somerville
Massachusetts

Assessors Map

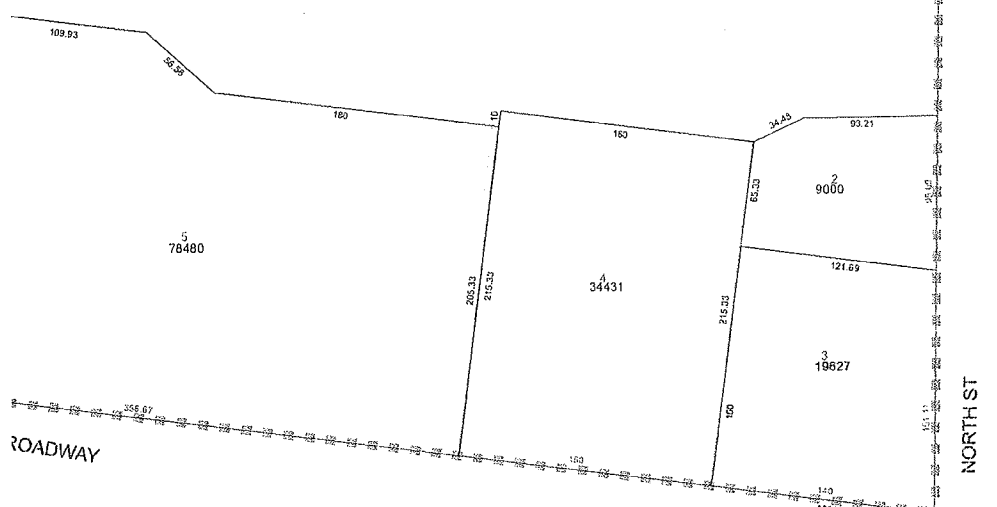
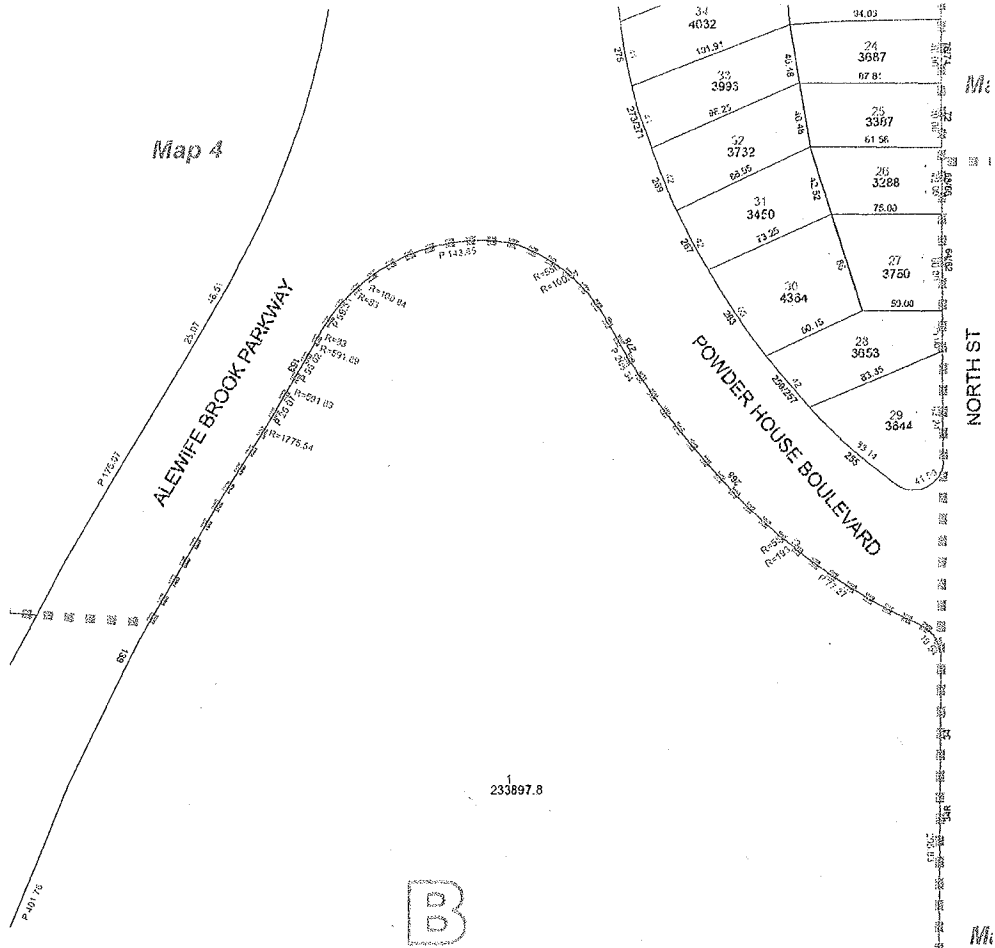
- Parcel Boundary
- Block Boundary
- Assessor Map
- Boundary
- Water Body
- Building
- Railroad ROW



5

Source: Geographic and Building Footprints downloaded from Boston Smart City's OpenCity GIS. The GIS Footprints were developed from historic maps. NOTE: This data represents an illustrative of historical information and should not be used for legal or official purposes. The City of Somerville is not responsible for any errors or omissions that may appear in this map.

Map 4



Map 6

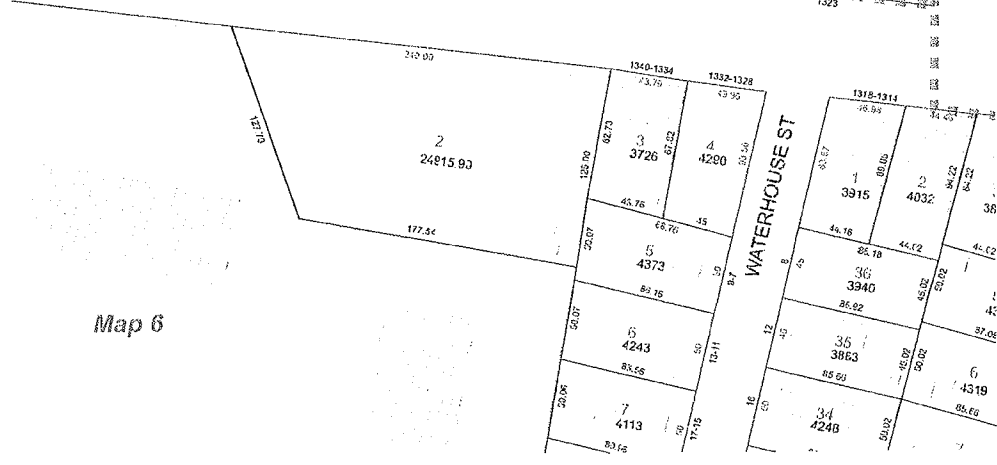
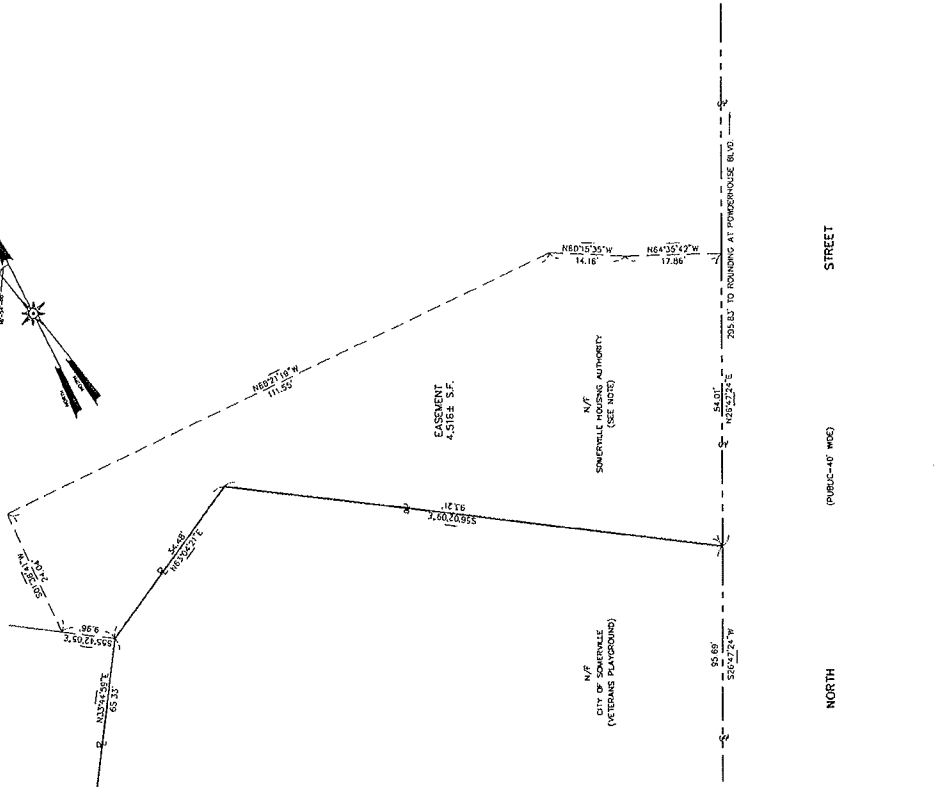
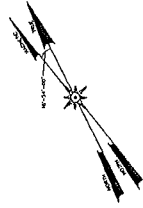


Exhibit B
Plan of Easement Area

FOR REGISTRY USE



- NOTES:
1. PROPERTY LINES SHOWN HEREON ARE BASED ON DEEDS & PLANS OF RECORD.
 2. CITY OF SOMERVILLE ZONING DISTRICTS : CITY PARCEL IS OS' OPEN SPACE, HOUSING AUTHORITY PARCEL IN "B" RESIDENCE B.

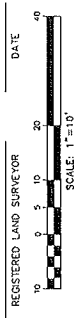
PLAN REFERENCE
PLAN NO 970 OF 1925

CHAPTER 380-ACTS OF 1966
(CHAPTER 41 S 81X)

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE OWNERSHIP. I CERTIFY THAT THE LINES AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE OWNERSHIP AND THAT NO NEW LINES FOR DIVISION OF OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

REGISTERED LAND SURVEYOR _____ DATE _____

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



EASEMENT PLAN OF LAND
NORTH STREET
SOMERVILLE, MA

NOTES:
EASEMENT FOR THE BENEFIT OF VETERANS PLAYGROUND.

PREPARED FOR
CITY OF SOMERVILLE OFFICE OF STRATEGIC
PLANNING & COMMUNITY DEVELOPMENT

DATE: JUNE 20, 2011 SCALE: 1"=10'
DRAWN BY: GSP JOB NO: 227151

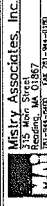
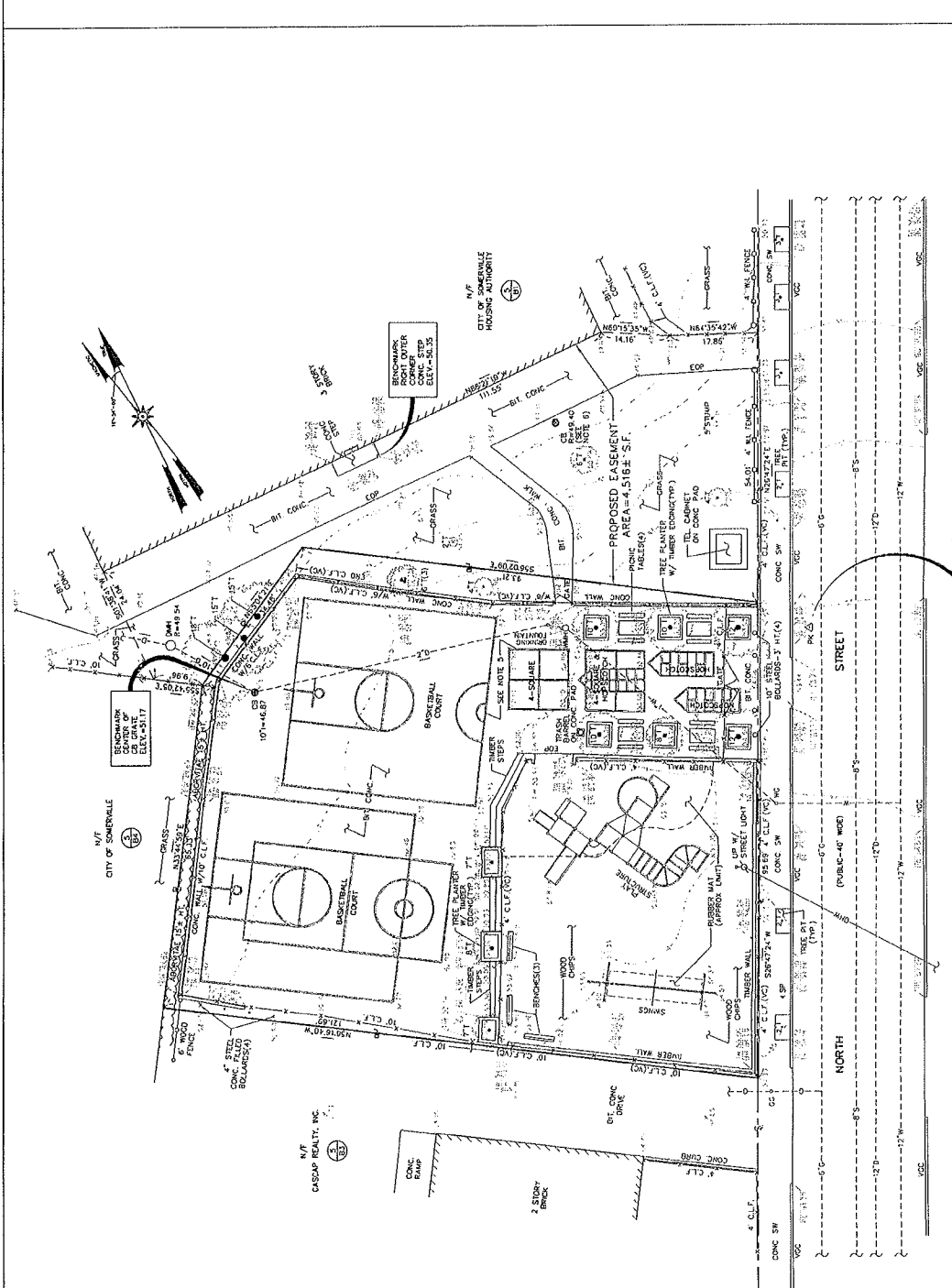


Exhibit C
Existing Conditions Plan including Proposed Easement Area

LEGEND

---	BUILDING LINE
---	PROPERTY LINE
---	LINE OF COMMON OWNERSHIP
---	ZONING DISTRICT LINE
---	STREET LINE
---	EDGE OF PAVEMENT
---	EDGE OF GRASS
---	CURBING
---	VERTICAL GRANITE CURB
---	CONCRETE CURB
---	STORM DRAIN LINE
---	WATER LINE
---	GAS LINE
---	ELECTRIC LINE
---	TELEPHONE LINE
---	CABLE TV LINE
---	STEAM LINE
---	DITCHHEAD WIRE
---	CHAIN LINK FENCE
---	WOOD FENCE
---	SEWER MANHOLE
---	STEAM MANHOLE
---	WATER MANHOLE
---	CATCH BASIN
---	CATV MANHOLE
---	ELECTRIC MANHOLE
---	PULL BOX
---	LP
---	WATER MANHOLE
---	WATER GATE
---	TUBER STOP
---	GAS GATE
---	BOLLARD
---	STONE BOUND
---	FOUND
---	RIM ELEVATION
---	INERT CONCRETE
---	PAVEMENT
---	CONTOUR
---	SPOT GRADE
---	TOP OF CURB ELEV.
---	TOP/BOTTOM OF WALL ELEV.
---	"TREE"
---	ASSESSOR'S MAP 5, BLOCK B, LOT 2



WE HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE INFORMATION AND A COMPARISON OF FIELD RECORDS AND IS CORRECT TO THE BEST OF OUR KNOWLEDGE.

WINTER ASSOCIATES, INC.
315 MAIN STREET
READING, MA 01867
JUNE, 2011

- PLAN REFERENCES**
1. PLAN NO. 930 OF 1986
 2. PLANNING BY WINTER ASSOCIATES, INC. JULY 22, 1986.

BENCHMARK
PE M&L
ELEV. 53.24

NORTH STREET VETERANS PLAYGROUND

- NOTES:**
1. ALL LOTS SHOWN ON ASSESSOR'S MAP 5, BLOCK B, LOT 2.
 2. PROPERTY IN "TOP" OPEN SPACE ZONING DISTRICT.
 3. UTILITIES SHOWN IN APPROX. LOCATION FROM RECORD WORK. PLANS CONTACT DIG-SAFE PRIOR TO ANY EXCAVATION WORK.
 4. ELEVATIONS REFER TO THE CITY OF SOMERVELLE BASE.
 5. BEST AVAILABLE PLANT, MANHOLE, WATER, GAS, ETC. COLORS NOT SHOWN.
 6. DUMP FILLED WITH SAND/GRASS DRAINAGE NOT FOUND.

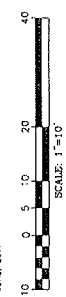


Exhibit D
Conceptual Plan of Playground including Easement Area

Revisions	Date	Description

**PRELIMINARY DESIGN
 NOT FOR CONSTRUCTION**
 Date: 10/11/11
 Scale: AS SHOWN
 Drawn By: LL
 Checked By: CH
 Approved By:

