

After recording return to:

City of Somerville
Law Department
93 Highland Avenue
Somerville, MA 02143
ATT: Catherine A. Lester Salchert, Esq.
.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this “Easement”) is made this ____ day of December 2025 by the CITY OF SOMERVILLE, a body corporate and politic and a political subdivision of the Commonwealth of Massachusetts with a usual address of 93 Highland Avenue, Somerville, Massachusetts 02143 (the “City”) and the Somerville Redevelopment Authority, a redevelopment authority organized and existing under M.G.L. c. 121B (the “SRA”); collectively (the “Grantor”), and **NSTAR ELECTRIC COMPANY** d/b/a **EVERSOURCE ENERGY**, a Massachusetts corporation having a principal place of business at 247 Station Drive, Westwood, Massachusetts 02090, together with its successors and assigns (hereinafter called the “Grantee”).

The City and the SRA are the owners of certain the public rights of way in Windsor Place;

WHEREAS, the SRA is the owner of certain property (the “Premises”) located at 0 Windsor Place, Somerville, Massachusetts, which property was conveyed to Grantor by deed recorded with South Middlesex Registry of Deeds the “Registry”) in Book 24804, Page 102 and is shown as Parcels C-1A and C-4A on a plan recorded with the Registry as Plan 250 of 2001;

WHEREAS, Grantor agrees to grant to Grantee an easement in the area of the Premises defined herein as the Easement Area for the installation and maintenance of the Equipment (as defined below), for the Permitted Purpose (as defined below) all as more particularly set forth below;

WHEREAS, Grantee intends to construct certain conduits and facilities on, under, and within a specific 178 sq ft-area of the Premises identified as Electric Easement B (the “Easement Area”), on the easement plan entitled “Exhibit A - Electric Easement Plan, 600 Windsor Place” prepared by Peter Tuttle of Eversource Energy, dated March 11, 2024, a copy of which is attached hereto along with a metes and bounds description of the Easement Area and incorporated herein as Exhibit A (the “Easement Plan”);

WHEREAS, The SRA previously approved this Agreement by a vote taken on a duly authorized meeting held on 2025, recorded herewith and incorporated herein. A copy of the Vote is also attached hereto as Exhibit C-1. and

WHEREAS, The Somerville City Council approved this Agreement by a vote taken on a duly authorized meeting held on December 2025, recorded herewith and incorporated herein. A copy of the Vote is also attached hereto as Exhibit C-2.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

AGREEMENT

1. Grantor grants to Grantee a non-exclusive permanent easement in the Easement Area. Said easement shall include the permanent right, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove electric lines, transformers and related equipment to be installed in conduits, manholes, vaults, and other spaces at and below grade within the Easement Area (such equipment hereinafter collectively referred to as “Equipment”) Grantee’s use of the rights granted herein regarding such Equipment, are referred to in this document as the “Permitted Use”).

2. All Equipment shall be installed by Grantee in conformance with Grantee’s “Information & Requirements for Electric Service,” as issued by Grantee from time to time. All of the Equipment will be installed and maintained by Grantee.

3. All work undertaken by or on behalf of Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, including without limitation the, and free from any liens for labor or materials. Grantee shall be responsible for obtaining all applicable permits, approvals, licenses prior to commencing work within the Easement Area.

4. Subject to the terms and conditions set forth herein, Grantee shall have the right, upon at least thirty (30) days’ written notice to Grantor (except in the case of an emergency, when such telephonic notice as may be practicable shall be provided), to make such excavations through the surface of the Easement Area as may be reasonable and necessary to exercise the rights set forth in Section 1 above; provided, however, that such excavations shall be conducted in such a manner as to cause minimal disruption to the Premises and Grantor’s use and enjoyment thereof. Upon completion of any such work or excavation, Grantee shall, at its own cost and expense, restore the Easement Area to the condition that existed prior to such work or excavation; provided, (i) paved

areas shall be restored in-kind with asphalt or concrete (consistent with such material used in such paved areas prior to such work or excavation); (ii) unpaved areas shall be filled to grade with clean fill; and (iii) any impacted landscaping shall be restored. To the extent Grantee performs any restoration or other work in the Easement Area, Grantee shall proceed promptly to perform all such work in a good and commercially reasonable manner in accordance with all applicable laws, regulations and codes.

5. In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Easement Area.

6. Grantee shall, at its sole cost and expense, following any work undertaken by Grantee within the Easement Area resulting in changes to the Equipment installed in the Premises as of the date hereof, prepare and submit to Grantor for review and approval an "as built" plan of any and all Equipment in recordable form. Upon approval of such plan, which shall reflect the locations and dimensions of the Equipment within the then-existing Easement Area, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over such portions of the remainder of the Premises as are contemplated by, and subject to the terms and conditions in, this Easement.

7. Grantee shall maintain with respect to the Premises, its Equipment and the conduct of the Grantee's activities at the Premises, at all times that this Easement remains in effect, insurance coverages of the same amounts and types as are maintained from time to time by Grantee generally for similar operations in the metropolitan Boston area. Grantor and Grantee agree that the insurance in the amount and types as set forth on Exhibit B attached hereto and made a part hereof are sufficient as of the date of execution of this Agreement. The provisions of this Section 7 shall survive the termination or expiration of this Easement.

8. Grantee shall have the right to connect the Equipment with its facilities located or which may be placed within adjoining public and private streets and ways and adjoining parcels of real property, subject to receipt of all applicable permits for the same.

9. Grantee shall indemnify, defend and hold harmless each of Grantor, any holder of a mortgage lien against the Premises, or any successor or assign thereof, and their respective consultants, contractors, agents, and invitees, and each of their respective partners, affiliates, managers, members, officers, directors, and employees (collectively the "Grantor Parties"), from and against any claim, cost, loss or liability incurred by any of the Grantor Parties, for physical damage or injury to the extent arising out of the exercise of Grantee's rights under this Easement, or from the negligence or willful misconduct of the Grantee, its employees, agents and/or contractors. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages. The foregoing indemnity shall expressly not apply to any and all liability of any nature to the extent arising out of the mere existence of Hazardous Substances (as defined below) on, at, in or migrating to or from the Easement Area, existing therein prior to the date hereof, if and to the extent that such liability is not expanded or exacerbated by

Grantee or the exercise of its rights hereunder. The provisions of this Section 9 shall survive the termination or expiration of this Easement.

10. Grantee shall maintain in full force and effect with respect to the Premises, at all times for so long as this Easement remains in effect, at Grantee's sole cost and expense, insurance in the amount and types as set forth on Exhibit B attached hereto and made a part hereof.

11. Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location in the Easement Area reasonably acceptable to the Grantee. Such relocation shall be at the sole cost and expense of Grantor to the extent it requests such relocation.

12. Grantor and its successors, assignees, and licensees shall have the right to (i) use the Premises and Easement Area, and the right to grant to others (including the general public) the right to use the Premises and the Easement Area, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby; (ii) change the grade of the Premises and/or the Easement Area; and (iii) grant easements or similar such agreements or instruments with respect to the Premises and/or the Easement Area in its sole discretion provided that the same do not unreasonably interfere with the rights granted to the Grantee hereby. Without limitation, Grantor reserves the right, from time to time, to grant licenses or easements or other rights over, within, under, on or through the Premises and the Easement Area to the providers of gas, telephone, electric, cable, fiber optic and other similar services (each, a "Utility Provider") to construct, install, access, operate, repair, replace, maintain, and remove utility facilities such as, but not limited to, water, gas, electric, telephone, cable, and fiber optic lines, including, without limitation, piping and related equipment (referred to herein as the "Utility Work") upon the terms and conditions determined by Grantor, provided that: (a) the granting of such licenses or other rights will not unreasonably interfere with the Grantee's rights hereunder; (b) the Utility Work shall be performed at no cost to Grantee; and (c) the Utility Work shall conform to the requirements of applicable law and the Utility Provider(s).

13. All Equipment installed within the Easement Area pursuant to this Easement shall remain the property of the Grantee and the Grantee shall pay all taxes assessed thereon.

14. This Easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

15. Grantee shall, and shall cause all parties performing any work on Grantee's behalf to, (i) not use, maintain, store, release, spill, discharge, or dispose any Hazardous Substances at, in, on, or under the Premises, and not use, maintain, or store any fuel or fuel storage tanks at, in, on, or under the Premises, other than amounts of Hazardous Substances or fuel ordinarily and customarily used in connection with the lawful construction, maintenance and operation of improvements like those located in the Easement Area, to the extent used for the purpose of such construction, maintenance and operation, in accordance with all legal requirements relating to Hazardous Substances, and (ii) at all times comply with any and all applicable laws and other legal requirements relating to Hazardous Substances. To the extent that, because of or in connection with any of the activities of the Grantee, or its representatives, agents, contractors, consultants, or employees performing activities on Grantee's behalf, a release, spill, or discharge of any Hazardous

Substances occurs at, on, in, under, or about the Premises, Grantee shall immediately notify Grantor upon learning of such release, spill, or discharge, and Grantee will promptly perform the response actions necessary to respond to such release, spill, or discharge, including any reporting, investigation, remediation, monitoring, or other response action, and shall reasonably cooperate with and coordinate with Grantor's LSP, so as to be responsible at its sole cost and expense to achieve MCP closure and a Permanent Solution (as defined in the MCP) concerning such release, spill or discharge unless otherwise expressly approved in writing by Grantor, in accordance with all applicable laws, including without limitation all Environmental Laws, all at Grantee's sole cost and expense.

16. For purposes of this Easement, (x) "Hazardous Substances" shall mean all substances now or in the future defined as "hazardous substances," "hazardous materials," "hazardous wastes," "petroleum," "oil," "pollutant," or "toxic pollutant," pursuant to any Environmental Laws, and (y) "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. Chapter 21E, the MCP, and any other federal, state or local acts, statutes, laws, ordinances or by-laws now or hereafter in effect, and any rules or regulations adopted thereunder, pertaining to Hazardous Substances, health, environmental conditions or the protection or regulation of the environment. Grantee's responsibilities contained herein shall expressly not apply to any and all liability of any nature to the extent arising out of the mere existence of Hazardous Substances on, at, in or migrating to or from the Easement Area or Premises, existing thereon prior to the date hereof, if and to the extent that such liability is not expanded or exacerbated by Grantee or the exercise of its rights hereunder. The provisions of this Section 16 shall survive the termination or expiration of this Easement.

17. This Easement shall terminate upon the Grantee's cessation of the Permitted Use. Notwithstanding anything to the contrary herein contained, if Grantee defaults in any of its obligations under this Easement, and if Grantee fails to cure such default within sixty (60) days after written notice from Grantor, Grantor shall have the right, upon written notice to Grantee, to terminate this Easement and all rights of Grantee hereunder. Grantor's rights of termination shall be in addition to any other rights and remedies which Grantor may have against Grantee, both at law and in equity. Grantor shall be permitted to file a Notice of Termination of Easement with the Registry upon the expiration or earlier termination of this Easement and the same shall be conclusive evidence of such expiration or termination.

18. Grantee acknowledges and agrees that any exercise of rights hereunder by Grantee shall be subject to compliance with terms and provisions of any current or future AUL respecting handling of soil and other materials.

[Signature pages follow]

EXECUTED as an instrument under seal as of the date first set forth above.

GRANTOR:

CITY OF SOMERVILLE, MASSACHUSETTS

By: _____

Name: Katjana Ballantyne

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as an officer of _____.

Notary Public

My Commission Expires: _____

GRANTEE:

NSTAR ELECTRIC COMPANY d/b/a Eversource
Energy,

a Massachusetts corporation

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, _____, before me, the undersigned notary public,
personally appeared _____, proved to me through
satisfactory evidence of identification, which was _____, to be the person
whose name is signed on the preceding document, and acknowledged to me that s/he signed it
voluntarily for its stated purpose, as an officer of _____.

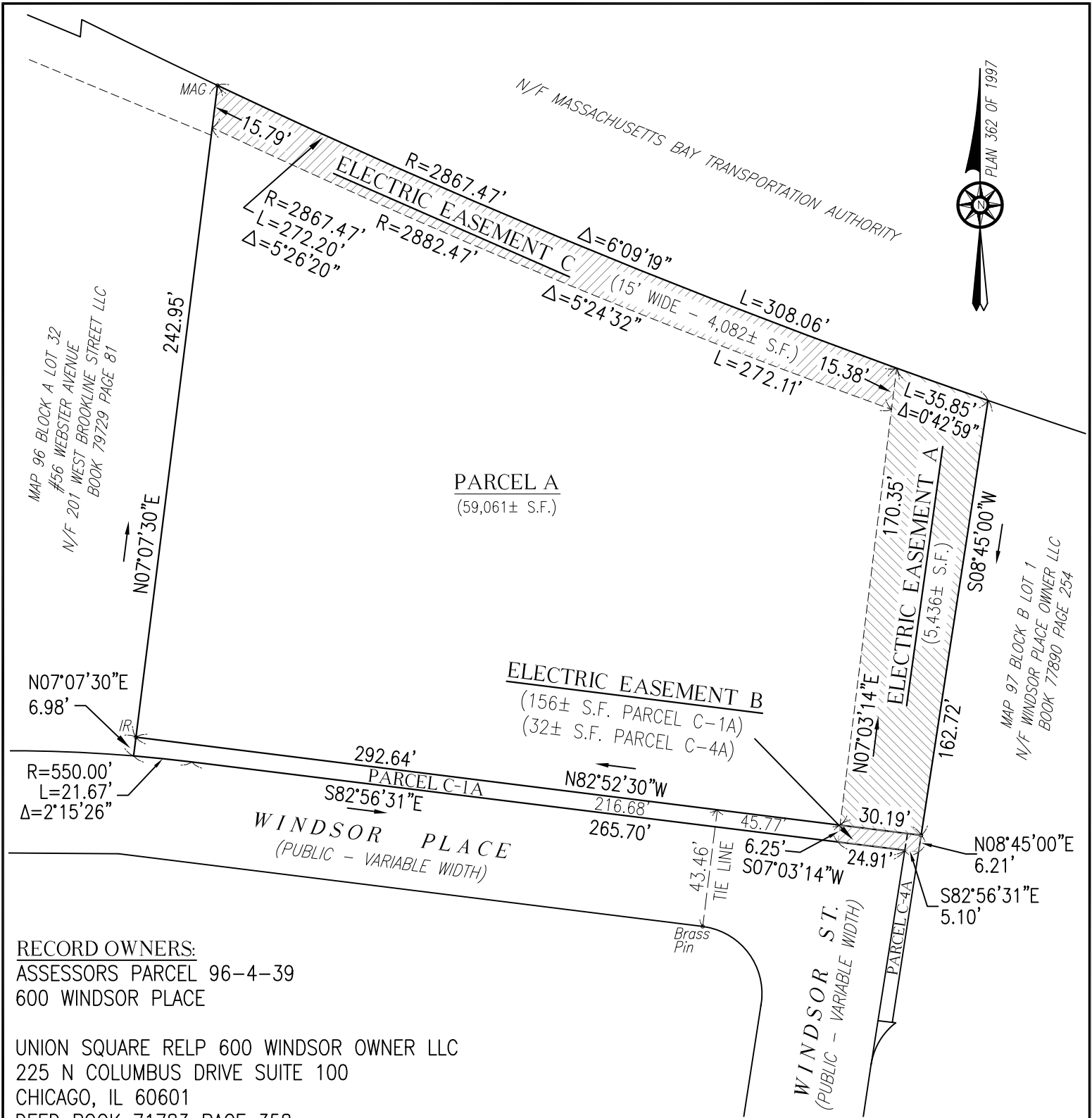
Notary Public

My Commission Expires: _____

Exhibit A

Easement Plan

[See attached]



RECORD OWNERS:
ASSESSORS PARCEL 96-4-39
600 WINDSOR PLACE

UNION SQUARE RELP 600 WINDSOR OWNER LLC
225 N COLUMBUS DRIVE SUITE 100
CHICAGO, IL 60601
DEED BOOK 71783 PAGE 358
PARCEL A - PLAN 362 OF 1997

ASSESSORS PARCEL 96-A-43
SOMERVILLE REDEVELOPMENT AUTHORITY
DEED BOOK 24804 PAGE 102
PARCELS C1A & C4A - PLAN 250 OF 2001



EVERSOURCE ENERGY			
EXHIBIT A - ELECTRIC EASEMENT PLAN			
600 WINDSOR PLACE			
SOMERVILLE, MASSACHUSETTS			
BY: PTUTTLE	CHKD:	APP:	APP:
DATE: 03/11/2024	DATE:	DATE:	DATE:
H-SCALE: 1"=50'	SIZE:	SURVEY JOB #: S21439	
V-SCALE: N/A	V.S.:	R.E.DWG.:	
R.E. PROJ. NUMBER:		NUSCO:	

EXHIBIT A

Electric Easement B

A certain parcel of land located in Somerville, Middlesex County, Commonwealth of Massachusetts on the northerly side of Windsor Place and shown as Electric Easement B on a plan entitled "Exhibit A – Electric Easement Plan – 600 Windsor Place, Somerville, Massachusetts" dated March 11, 2024, by Eversource Energy, and being more particularly bounded and described as follows:

Beginning at the southeast corner of Parcel A at land now or formerly of Windsor Place Owner LLC, thence;

N 82°52'30" W a distance of 30.19 feet by Electric Easement A, thence;

S 07°03'14" W a distance of 6.25 feet to the northerly side of Windsor Place, thence;

S 82°56'31" E a distance of 30.01 feet by Windsor Place to land now or formerly of Windsor Place Owner LLC, thence;

N 08°45'00" E a distance of 6.21 feet by land now or formerly of Windsor Place Owner LLC to the point of beginning.

Electric Easement B contains an area of 188 square feet more or less.

Exhibit B

Insurance

Grantee shall obtain or cause to be obtained, and shall maintain or cause to be maintained, at all times during term of this Easement or for a greater period, insurance as specified below. Unless otherwise expressly defined herein or in the Easement, capitalized terms set forth in this section are terms of art, as used in and understood in the insurance industry.

1.0 Commercial General Liability

1. Limits of Liability Per Project: \$1,000,000 Per Occurrence / \$2,000,000 Aggregate
2. ISO Form CG 00 01 04 13 unendorsed or equivalent
3. Grantor and indemnified parties to be Additional Insured – Form ISO CG 20 10 10 01 or Equivalent
4. Grantor and indemnified parties to be Additional Insured – Completed Ops Form ISO CG 20 37 10 01 or Equivalent, for any soil borings or site work
5. Carrier must have a minimum AM Best rating of A- VII
6. Coverage must be primary and non-contributory to Grantor and indemnified parties
7. Named insured cross liability and severability of interest
8. Contractual liability coverage must be included
9. Waiver of Subrogation in favor of Grantor and indemnified parties
10. No exclusions for explosion, collapse or underground
11. 30-Day advance written notice to the Grantor in the event of cancellation

2.0 Commercial Auto Policy

Required only if performing duties on site.

1. Limits of Liability: Combined Single Limit of \$1,000,000 per Occurrence
2. Carrier must have a minimum AM Best rating of A- VII
3. Coverage for any Owned, Hired, Non-Owned and Leased Vehicles
4. Grantor and indemnified parties to be Additional Insured
5. Waiver of Subrogation in favor of Grantor and indemnified parties
6. Coverage must be primary and non-contributory to Grantor and indemnified parties
7. 30-Day advance written notice to the Grantor in the event of cancellation

3.0 Umbrella Liability

Such insurance shall provide coverage with limits of not less than outlined below based on service, in excess of the underlying coverages listed in Sections 1.0 and 2.0 above and 4.0 (1.b.) below.

1. \$5,000,000 per Occurrence / \$5,000,000 Aggregate
2. Carrier must have a minimum AM Best rating of A- VII
3. Grantor to be named included as additional insured or follow-form equivalent
4. Waiver of Subrogation in favor of Grantor and indemnified parties
5. Coverage must be primary and non-contributory to Grantor and indemnified parties
6. 30-Day advance written notice to the Grantor in the event of cancellation

4.0 Workers' Compensation and Employer's Liability

Required only if employees are performing duties on site.

1. Required for all services
 - a. Coverage "A" - Statutory requirements in the State in which the Property is located, to include all areas involved in operations covered under this Easement
 - b. Coverage "B" - Employer's Liability, not less than \$1,000,000 limit
2. Carrier must have a minimum AM Best rating of A- VII
3. Waiver of Subrogation in favor of Grantor and indemnified parties
4. 30-Day advance written notice to the Grantor in the event of cancellation
5. Except to the extent required by the laws of the Commonwealth of Massachusetts, Grantee may meet portions of its obligations under this Agreement to maintain liability insurance as stated and submit evidence of such self-insurance at the time it submits evidence of its insurance provided by commercial insurance, which self-insurance shall respond as though insurance coverage were provided by a third-party insurer.

Exhibit C-1

[SRA Vote see attached]

Certification of Vote

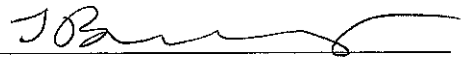
At a duly noticed meeting of the Somerville Redevelopment Authority held on March 12th, 2024, at which a quorum of members was present and voting, it was moved, seconded, and voted (five in favor, one against, zero abstaining):

VOTE: To approve an easement consisting of approximately 188 square feet in favor of NSTAR Electric Company DBA Eversource on and within land owned by the Somerville Redevelopment Authority adjacent to Windsor Street and Windsor Place in the Boynton Yards neighborhood of Somerville, comprised of City of Somerville tax parcel 96-A-43 and subparcel 96-A-44, in order to construct conduits for electrical service;

And it is further

VOTED: To authorize Phil Ercolini, Chair, to execute said Easement on behalf of the SRA.

ATTEST:



Secretary

Date: 3/28/24

Certification of Vote

Middlesex, ss.

On this 28th day of March, 2024, before me, the undersigned notary public, personally appeared Iwona Bonney, as Secretary of the Somerville Redevelopment Authority, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Secretary of the Somerville Redevelopment Authority, as the voluntary act of said authority.

Notary Public

My commission expires:

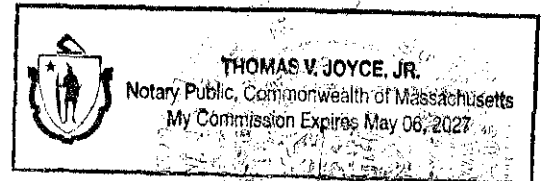


Exhibit C-2

[City Council Vote see attached]