

**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 July 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 (hereinafter called 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”).

“WHEREAS, Grantor is the owner of certain property (the “Premises”) located at Prospect Place, Somerville, Massachusetts, which property was conveyed to Grantor by Layout No. 6464 Order of Taking dated February 26, 1981, recorded with South Middlesex Registry of Deeds (the “Registry”) in Book 14224, Page 180 and shown as 11-3-C Part of Prospect Street, as described in Exhibit A, “Legal Description, attached hereto and incorporated herein.

WHEREAS, Grantee has constructed certain conduits and facilities on and within the entirety of the Premises identified as Parcel 11-C-3, also known as Prospect Place, Somerville, Massachusetts (the “Easement Area”), in each case on the easement plan entitled “LOT CONSOLIDATION PLAN, 51 PROSPECT STREET, SOMERVILLE, MA”, dated June 11, 2021 prepared by Feldman Land Surveyors, recorded with the Middlesex South Registry of Deeds as Plan 723 of 2021, a copy which is attached hereto and incorporated herein as Exhibit B- (the “Easement Plan”).

WHEREAS, said the Facilities installed are as shown on plans prepared by Eversource for Station 402 and documented as 402-6115 Permit Additions, reviewed and approved the Engineering Division of the City of Somerville, MA.

WHEREAS this Easement is also subject to the certain Decision of the Planning Board of the City of Somerville, Case Number P&Z 21-181, Dated June 6, 2023 recorded with the Middlesex South Registry of Deed in Book 81708, Page 212 on June 28, 2023, and subsequently amended by Decision P&Z 21-141 recorded in Book 82340, Page 294 on June 28, 2023 to incorporate said Lot Plan referenced above (“Planning Board Approvals”).

WHEREAS, pursuant to this Easement, Grantor wishes to grant to Grantee an easement in underneath the entirety of the Premises defined herein as the Easement Area for the installation and maintenance of the Equipment (as defined below), all as more particularly set forth below.

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

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 City agree as follows:

#### AGREEMENT

1. Grantor grants to Grantee a non-exclusive permanent easement for the under Parcel 11-C-3 and also designated as Prospect Place (the “Easement Area”) for the installation, maintenance, operation particularly described as the right, from time to time and within the Easement Area, 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 and other spaces at and below grade within the Easement Area (such equipment hereinafter collectively referred to as “Equipment”).

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 USEPA Letter, 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) and (ii) unpaved areas (if any) shall be filled to grade with clean fill; and landscaping or screening (if any) shall be restored in accordance with the Planning Board Approvals referenced above. 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, Grantee shall 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 C 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.

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 C 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 and the USEPA Letter, 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 17 shall survive the termination or expiration of this Easement.

17. This Easement shall terminate automatically upon 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 thirty (30) 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

Approved as to Form:

By: \_\_\_\_\_

Name: Cynthia Amara

Title: City Solicitor

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,

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 her free act and deed in such capacity.

\_\_\_\_\_

Notary Public

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

**Exhibit A**

Easement Description

[See attached]



## EXHIBIT A

A certain parcel of land located in the City of Somerville, Middlesex County, Commonwealth of Massachusetts; located on the westerly side of Prospect Street, shown as Parcel 11-3-C on a plan entitled "LOT CONSOLIDATION PLAN – 51 PROSPECT STREET – SOMERVILLE, MASS." By Feldman Land Surveyors, dated June 11, 2021, recorded at the Middlesex County Registry of Deeds Southern District as Plan No. 723 of 2021, and being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Prospect Street a distance of 72.84 feet from the corner of land now or formerly of Scott Jefferson Thomas and land now or formerly of NStar Electric Company, thence;

N 59°54'22" W      a distance of 45.05 feet by land now or formerly of NStar Electric Company, thence;

S 27°27'58" W      a distance of 20.02 by land now or formerly of NStar Electric Company, thence;

S 59°54'22" E      a distance of 45.05 feet by land now or formerly of NStar Electric Company to the westerly side of Prospect Street, thence;

N 27°27'58" E      a distance of 20.02 feet by the westerly side of Prospect Street to the point of beginning.

Parcel 11-3-C contains an area of 901 Square Feet more or less.

Being the same Parcel 11-3-C taken by the Commonwealth of Massachusetts acting by and through its Department of Public Works by Order of Taking February 11, 1981, recorded in Deed Book 14224 Page 180.

**Exhibit B**

Easement Plan

[See attached]

*Sarah A. Lewis* DATE: 09.28.21  
SARAH A. LEWIS, DIRECTOR OF PLANNING & ZONING,  
ON BEHALF OF THE THE SOMERVILLE PLANNING BOARD



AVENUE

1. THE PURPOSE OF THIS PLAN IS TO CONSOLIDATE ADJESSOR PARCELS 82/1/1, 82/1/2, 82/1/3, 82/1/4 AND A PORTION OF PROSPECT PLAT INTO LOT A.
2. NORTH ORIENTATION AND COORDINATES REFER TO NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00, ESTABLISHED USING A TRIMBLE R10 RTK RECEIVER WITH CONNECTIONS SUPPLIED BY THE ADJESSORS NETWORK ON FEBRUARY 23, 2021.

**REFERENCES**  
WILKES-BARRE COUNTY HISTORY OF DEEDS

**NOTES**  
DEED BOOK 4342 PAGE 274  
DEED BOOK 4653 PAGE 70  
DEED BOOK 57167 PAGE 141  
DEED BOOK 50218 PAGE 812  
DEED BOOK 12589 PAGE 576  
DEED BOOK 14130 PAGE 420  
DEED BOOK 14234 PAGE 100  
DEED BOOK 17934 PAGE 123  
DEED BOOK 57287 PAGE 357  
DE CERTIFICATES 127891

**PLANS**  
BOOK 4342 - END  
BOOK 4653 - END  
PLAN #12 OF 1951, BOOK 7747 PAGE  
118, 119 OF 1963, BOOK 10219 PAGE  
1418 OF 1980, BOOK 14130 PAGE  
7987 5040 8444  
CE PLAN 18725-4

**LEGEND**

- ROUND POND
- CLF CHAIN LINK FENCE
- CONE CONCRETE
- RET RETAINING
- SB STONE BOUND
- 2H 2" HOLE
- 30 FT SQUARE FEET
- VIC VERTICAL GRANITE CURB
- CL CALCULATED
- REC RECORD
- LOC LAND COURT CASE
- CHN CHAIN LINK FENCE

LOT CONSOLIDATION PLAN  
51 PROSPECT STREET  
**SOMERVILLE, MASS.**

FELDMAN LAND SURVEYORS  
152 HAMPDEN STREET  
BOSTON, MASS. 02119

JUNE 11, 2021  
PHONE: (617)357-9740  
[www.feldmansurveyors.com](http://www.feldmansurveyors.com)

**FELDMAN**  
LAND SURVEYORS

10 0 50 40

SCALE: 1" = 10'

REVISION	FIELD SHEET	PULL MAP & L&A	APPROVED	SHEET NO. 1 OF 1
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1. CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND THE  
 HIGHEST REASONABLE DUE DILIGENCE AND COPIES OF TITLE.

2. CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING  
 THE INTERESTS, AND THAT THE LINES OF THE STREET AND HIGHWAY ARE THOSE  
 OF PUBLIC OF PRIVATE STREETS OR HIGHWAYS ESTABLISHED; AND THAT NO  
 NEW LINES FOR DIVISION OF ESTATE OR DIVISION OF LOT ARE SHOWN.

3. CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS  
 OF THE RECORDERS OF DEEDS.

*John L. R. Dargatz*  
 JOHN L. MOURMANN, A.L.S. (Notary Public)  
 DARGATZ@HOTMAIL.COM

4-21-2021  
 DATE

NOTARY PUBLIC  
 STATE OF CALIFORNIA  
 My Comm. Expires 04/21/2023

LOT A  
AREA=  
29,720± SQ. FT.  
(INCLUDES LOC 30897A)

PROSPECT (PUBLIC = 50' WIDE) STREET

## **Exhibit C**

### **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

**Continued on next page**

**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 D**

Certified Vote of City Council Approval

[See attached]