

**GRANT OF PERMANENT EASEMENT**

This Grant of Easement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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, MA 02143 (“Grantor”) to the **Commonwealth of Massachusetts**, acting by and through the Massachusetts Department of Transportation (“MassDOT”), 10 Park Plaza, Boston, MA 02116 (“Grantee”).

**WHEREAS**, Grantor is the owner of property (“Property”) located at 115 Broadway, Somerville, Middlesex County, Massachusetts acquired by (DEED/ORDER OF TAKING) dated \_\_\_\_\_, recorded with the Middlesex South District Registry of Deeds in Book \_\_\_\_\_ at Page \_\_\_\_\_ on which there is located a City of Somerville public library known as the Gold Star Memorial Library (“Library”); and

**WHEREAS**, in connection with a MassDOT-funded roadway and streetscape enhancement project known as “Broadway in Somerville”, Grantee is providing funding for certain improvements on the Property that will serve to enhance the Library (“Library Improvements”); and

**WHEREAS**, Grantee wishes to protect the expenditure of public funds for the Library Improvements by ensuring that the Library Improvements will endure without material change for their useful life;

**NOW THEREFORE**, in consideration for Grantee’s funding of the Library Improvements,

Grantor hereby grants to Grantee a Permanent Easement over the area shown as “Parcel E-1, City of Somerville, Area = 1,565+/- S.F.” (“Easement Area”) on the plan (“Easement Plan”) attached hereto as **Exhibit A**. Grantee, its employees, contractors, agents, and agents’ contractors shall have the right to construction the Library Improvements within the Easement Area. Grantor reserves the right to maintain, repair, and replace the Library Improvements, but no material change to the Library Improvements shall be made without the prior written consent of Grantee. This Permanent Easement shall run with the land and be binding upon the Grantor’s successors and assigns, and shall inure to the benefit of the Grantee’s successors and assigns.

EXECUTED on the day and year first written above.

GRANTOR: CITY OF SOMERVILLE

By: \_\_\_\_\_  
Joseph A. Curtatone  
Its: Mayor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 as Mayor of the City of Somerville.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Qualified in Massachusetts

**Exhibit A**  
**Easement Plan**